

## SCHEDULE 3.3 – NETWORK SERVICES

### 1. APPLICATION

- 1.1 This schedule, which contains a description of the Network Services form part of the Agreement entered into between the Parties for the provision of Services.
- 1.2 Definitions and interpretations that are specific to this schedule are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the General Conditions.

### 2. SERVICE DESCRIPTION

- 2.1 The Supplier shall provide the Customer with a range of options to create network solutions, comprising of one or more of the following as set out in the applicable Order:

- 2.1.1 P2P
- 2.1.2 MPLS/VPLS
- 2.1.3 SD WAN
- 2.1.4 LAN/WLAN

herein after defined as “**Network Services**”.

- 2.2 The Supplier will provide and manage the Network Services in accordance with this Schedule 3.3 and as set out in the applicable Order, up to the demarcation points as follows:

2.2.1 for an Unmanaged CPE/Wires Only Service, the Network Terminating Equipment of the Access Circuit provided by the Supplier. The Customer is responsible for the cable connecting the Network Terminating Equipment to the Customer Equipment;

2.2.2 for Supported CPE, the LAN Port on the Supported CPE. The Customer is responsible for the cable connecting to the Customer Equipment.

hereinafter defined as “**Network Support Boundary**”.

- 2.3 The Supplier has no responsibility for Network Services outside of the Network Support Boundary.

- 2.4 The Supplier shall provide the Customer with details of a suitable configuration for the Customer Equipment to ensure the successful connection to the Network.

- 2.5 The Supplier shall provide P2P connectivity either directly via a Third Party Supplier through a dedicated Access Circuit, or as two back to back physical Access Circuits connected to the Network.

- 2.6 The Supplier shall provide WAN using MPLS-VRF technology allowing a single or paired physical Access Circuits to carry multiple Virtual Service Networks.

- 2.7 For Network Services with a Supported CPE supporting Wireless Access, the Supplier shall not be responsible for wireless capability of the Wi-Fi and guest Wi-Fi service in terms of connectivity, range, signal strength and bandwidth throughput.

- 2.8 Initial set up of the Network Services being connected will involve an engineer laptop connect via ethernet cable in to the Network Terminating Equipment or LAN Port, with wireless connectivity not being tested.

- 2.9 The Supplier makes no representations, whether expressed or implied, about whether the Network Service will operate in combination with any Customer Equipment or other equipment and software.

### 3. CUSTOMER OBLIGATIONS

- 3.1 Before the Commencement Date and, where applicable, throughout the provision of the Network Services, the Customer shall:

3.1.1 connect Customer Equipment to the Network Services at the defined Network Support Boundary as detailed in paragraph 2.2, only by using the agreed Customer Premises Equipment at the Site(s) or the LAN Port of the agreed Customer Premises Equipment;

3.1.2 ensure that any Customer Equipment that is connected to or is used directly or indirectly in relation to the Network Services is;

3.1.2.1 connected only by using the Network Terminating Equipment or the LAN Port;

3.1.2.2 technically compatible with the Network Services;

3.1.2.3 will not harm or damage the Customer Premises Equipment, Network or any network or equipment of the Third Party Supplier or third party;

3.1.2.4 approved and used in accordance with relevant instructions, standards and Applicable Law and any applicable safety and security procedures for use;

3.1.2.5 in conformance with the interface specifications and routing protocols specified by the Supplier.

3.1.3 there is adequate resilience in place to protect against loss of data, service or connectivity, including appropriate secure and continuous power supply;

3.1.4 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of End User’s access to the Network Service(s); and

3.1.5 maintain a written list of current End Users.

3.2 On and from the Commencement Date, the Customer shall ensure the security and proper use of all valid End User access profiles, passwords and other systems administration information used in connection with the Network Service(s) and shall:

3.2.1 inform the Supplier immediately if an End User ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;

3.2.2 take all reasonable steps to prevent unauthorised access to the Network Service(s);

3.2.3 satisfy the Supplier’s security checks if a password is lost or forgotten; and

3.2.4 change all passwords or other systems administration information used in connection with the Network Service(s) if the Supplier requests the Customer to do so to ensure the security and integrity of the Network Service(s).

3.3 Where access to the Network Service is via a LAN:

3.3.1 provide and maintain a suitable LAN capable of interfacing satisfactorily with the Network Service(s);

3.3.2 configure the LAN and all associated equipment interfacing to the Network Service(s); and

3.3.3 acknowledge and agree that the Supplier is not responsible for providing any support whether technical or otherwise, to the LAN.

3.4 Where the Customer enables Wireless Access on the Supported CPE where supported and available, be responsible for the use of that network, including;

## SCHEDULE 3.3 – NETWORK SERVICES

- 3.4.1 selecting, managing and allocating passwords, including defining passwords and ensuring their security in terms of length, complexity and strength;
- 3.4.2 if the Wireless Access remains “open” without a password, accept an increased risk in exposure;
- 3.4.3 where access is via either Wi-Fi or guest Wi-Fi, any claims, losses, costs and liabilities arising out of or in connection with any misuse of the service by End Users of the connection that is contrary to the Acceptable Use Policy.

### 4. SERVICE CONDITIONS

- 4.1 Where the Network Service(s) are being delivered to a Customer Site and to enable the Supplier to fulfil its obligations under this Agreement the Customer must provide appropriate accommodation for Customer Premises Equipment as follows;

Requirement	Unmanaged CPE / Wires Only Service	Supported CPE Service
<b>Space</b>	rack or wall mounted location sufficient for one (1) physical device per circuit	rack or wall mounted location sufficient for two (2) physical devices per ethernet circuit; or one (1) device per physical FTTC/DSL circuit and associated cabling
<b>Power</b>	1*UK standard 13a outlets within 1.5 meters able to support 100W continuous draw each	2*UK standard 13a outlets within 1.5 meters able to support 100W continuous draw each *resilient services should have separate power feeds from separate supplies for improved resiliency
<b>Safety</b>	Free from any physical dangers to installation engineers and not requiring any personal protective equipment to be worn	
<b>Dust and Debris</b>	Free from dust above 10 mg/m <sup>3</sup>	
<b>Temperature</b>	Controlled to any temperature between 5°C and 35°C	
<b>Humidity (moisture)</b>	Free from any moisture and with an ambient humidity level <95% non-condensing	

#### P2P AND MPLS/VPLS

- 4.2 The Supplier will, where applicable and as detailed in the Order, provide the Customer with one or more of the following services:
- 4.2.1 appropriate physical presentation of the Access Circuit based on the circuit type and speed required for P2P;
  - 4.2.2 physical connectivity on a choice of Access Circuits for Virtual Service Networks required for WAN;

- 4.2.3 suitably designed and configured Customer Equipment to ensure successful connection to the Network;
- 4.2.4 one (1) usable IPv4 Address per publicly connected Virtual Service Network, where applicable and only if detailed in the Order; and
- 4.2.5 one (1) Cloud-Hosted Virtual Firewall Context, where applicable and only if detailed in the Order.

#### LAN

- 4.3 The Supplier will provide the Customer with a modular supported service, comprising of the supply, installation and support of LAN Cloud CPE, as set out in the applicable Order, including one or more of the following:
- 4.3.1 Access Points which will:
    - (a) serve as the connection point between the User Device and wired network, where the End User is within radio range of an Access Point, and;
    - (b) establish secure connectivity with the LAN Cloud Controller via an Internet connection.
  - 4.3.2 a LAN Cloud Controller which:
    - (a) is a centralised management and control infrastructure that provides visibility of the Customer’s Network and is an interface for all configuration activities, and;
    - (b) uses a secure Internet connection to communicate with the LAN Cloud CPE;

the Internet connection will be “Out of Band” and management of traffic may include authentication data. The Customer acknowledges and agrees that it may not transmit Customer Traffic through the LAN Cloud Controller.
  - 4.3.3 access to MyPortal which:
    - (a) provides read only visibility of the Customer’s Network (e.g. users, devices and applications), and;
    - (b) where applicable, an interface for permitted configuration activities.
  - 4.3.4 a Licence with all LAN Cloud CPE:
    - (a) where LAN Cloud CPE is provided to the Customer as part of the Network Services
    - (b) activation of Licence with the LAN Cloud Controller.

#### UNMANAGED CPE / WIRES ONLY SERVICE

- 4.4 For Unmanaged CPE/Wires Only, the Customer acknowledges and accepts that the Supplier shall not be responsible for any:
- 4.4.1 issues in suitability of the design and/or configuration of Customer Equipment;
  - 4.4.2 testing and verification of the Access Circuit for correct speed and duplex settings;
  - 4.4.3 testing of any provided fail-over, load balancing or resiliency designs;
  - 4.4.4 faults on the Customer side of the Network Support Boundary;
  - 4.4.5 delays in the provision of Network Service and in fixing Service Faults in the Network Services, where such delays are caused due to faults, acts, omissions or outages on the Customer side of the Network Support Boundary;

## SCHEDULE 3.3 – NETWORK SERVICES

4.4.6 faults on the Network and/or the Customer's Network and/or Customer Premises Equipment caused due to the Customer's actions or omissions or those of its servants, agents and/or sub-contractors.

### SUPPORTED CPE

4.5 Supported CPE includes for the provision of Customers Premises Equipment located at the Customer Site, which is specifically required for the delivery of the Network Service(s) and the Supplier will be responsible for:

4.5.1 Supplying and configuring all Customer Premises Equipment including any back-up, fail-over and will test with the Customer and provide instruction on how to connect the Customer's LAN to the Network Services;

4.5.2 testing and verification of the speed and duplex settings of the Access Circuit ports and will present to the Customer an auto-negotiate port, unless otherwise specified in the Order;

4.5.3 testing any fail-over, load balancing or resiliency designs;

4.6 For Supported CPE, the Customer acknowledges and accepts that the Supplier shall not be responsible for any:

4.6.1 planned maintenance windows necessary to connection the Customer's LAN environment;

4.6.2 configuration changes required to the Customer's LAN environment;

4.6.3 failure of backup arrangement where the Customer has not permitted the Supplier to test the backup facility;

4.6.4 faults on the Customer side of the Network Support Boundary;

4.6.5 delays in the provision of Network Service and in fixing Service Faults in the Network Services, where such delays are caused due to faults, acts, omissions or outages on the Customer side of the Network Support Boundary;

4.6.6 faults on the Customer side of the Network Support Boundary specifically where it pertains to a resilient service and the Customer's obligation to provide a working LAN service suitable to the failover between Primary and Secondary CPE;

4.6.7 faults arising from the Customer's unwillingness to cooperate with the Supplier's testing and fail-over and resiliency designs;

4.6.8 faults on the Network and/or the Customer's Network and/or equipment caused due to the Customer's actions or omissions or those of its servants, agents and/or sub-contractors;

4.6.9 faults or costs resulting from a failure by the Customer to provide an appropriate environment for the CPE provided by the Supplier, which shall have a mean temperature between 5°C and 35°C, <95% humidity (non-condensing) and with protection from dust and debris.

### SERVICE OPTIONS

4.7 The Supplier will provide to the Customer any of the following optional services that are set out in any applicable order and in accordance with the details set out in that Order:

4.7.1 LAN Switches

If selected by the Customer, the Supplier will:

(a) provide LAN switches that provide onward connectivity to Host Services and necessary power for Access Points to operate.

(b) establish secure connectivity with the LAN Cloud Controller via the Internet

the Customer will ensure the LAN switches are able to communicate with the LAN Cloud Controller in accordance with the Supplier's instructions.

4.7.2 Security Devices

If selected by the Customer, the Supplier will:

(a) provide security devices that include Firewalls which control incoming and outgoing network traffic

(b) ensure each security device will support Stateful Firewalls and Integrated Intrusion Prevention (IPS) to secure networks

the Customer will ensure the Security Devices are able to communicate with the LAN Cloud Controller in accordance with the Supplier's instructions.

### SERVICE FAULTS

4.8 The Supplier shall provide and manage the Network Services in accordance with **Schedule 4.1 (Fault Management Connectivity)**, which sets out the Supplier's notification procedure for Service Faults together with its Service Fault Targets.

4.9 Service Levels specific to the Network Services and in addition to those set forth in paragraph 4.8 above (if any) shall be set forth in paragraph 7 below and where there is a conflict between **Schedule 4.1 (Fault Management Connectivity)** and paragraph 7, the latter shall prevail.

## 5. CHARGES AND PAYMENT

5.1 The Supplier shall invoice the Customer for the Charges for the Network Services as set out in paragraph 5.2 in the amounts specified in any Order.

5.2 Unless stated otherwise in an applicable Order, the Supplier shall invoice the Customer monthly (depending on billing frequency) for:

5.2.1 connection and Installation Charges, on or after the Connection Date for any work carried out

5.2.2 Recurring Charges, except Usage Charges;

5.2.3 Usage Charges calculated at the then current Tariffs;

5.2.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware;

5.2.5 any Termination Charges upon termination of the Network Service(s).

For any period where the Network Service(s) is provided for less than a month, the Recurring Charges will be calculated on a daily basis.

5.3 The Supplier may also invoice for the following Charges in addition to those set out in the Order;

5.3.1 investigating a Service Fault where no Service Fault is found or is caused by something which the Supplier is not responsible for under this Agreement;

5.3.2 commissioning the Network Service(s) outside of Normal Working Hours;

5.3.3 restoring the Network Service(s) if the Network Service(s) have been suspended in accordance with clause 7 of the General Conditions;

## SCHEDULE 3.3 – NETWORK SERVICES

- 5.3.4 cancelling Network Service(s) in accordance with clause 8 of the General Conditions
- 5.3.5 any other charges set out in the Order or the Tariffs or as otherwise agreed; and including but not limited to charges for (i) providing paper invoices, (ii) late payment fees (iii) dishonoured payments and (iv) payment processing fees.

### 6. TERMINATION

- 6.1 This paragraph 6 is supplemental to clause 8 of the General Conditions and in the event this paragraph 6 conflicts with clause 8 of the General Conditions, this paragraph shall take precedence.
- 6.2 The Customer may terminate the Network Services by giving the Supplier not less than ninety (90) days and no more than one hundred and twenty (120) days written notice for convenience before the end of the Minimum Term or Successive Term.
- 6.3 The Customer shall be liable to pay Termination Charges to the Supplier in accordance with clause 8.7 of the General Conditions where the Agreement is terminated within the Minimum Term or Successive Term.

### 7. SERVICE CARE LEVELS

- 7.1 The Supplier shall use reasonable endeavours to repair a Service Fault in accordance with the Service Care Level the Customer has purchased from the following options:

TTB	Target SLA
P2P (Premium)	4 Hours
EoFTTC/EFM (Express)	7 Hours
ADSL (Enhanced)	24 Hours
ADSL (Standard)	72 Hours

V1	Target SLA
P2P	6 Hours
EoFTTC/EFM	6 Hours
ADSL/FTTC (Enhanced)	20 Hours
ADSL/FTTC	48 Hours

Convergence	Target SLA
P2P	5 Hours
EFM	8 Hours
EoFTTC	20 Hours
ADSL	20 Hours

- 7.2 The Customer may upgrade its Service Care Level at an additional charge as set out in the Supplier's current Tariffs.
- 7.3 Where the Supplier fails to meet the applicable Service Care Level, the Customer may, subject to **Schedule 4.1 (Fault Management Connectivity)**, make a one-off claim for a Service Credit.
- 7.4 The Supplier's liability under this paragraph to pay Service Credits to the Customer shall be the maximum liability of the Supplier and the Customer's sole financial remedy for failure to meet Service Care Levels.

## ANNEX 1 - DEFINITIONS

**Access Circuit** means services providing site to site or site to cloud connectivity via Internet Services as further described in Schedule 3.2;

**Access Point** means a device that allows wireless devices to connect to a wired network using Wi-Fi standards;

**End User** means anyone permitted by the Customer to use or access the Network Services;

**External Move** means any move requiring the Network Services to be relocated to a different building from its current termination point, or where deemed appropriate, at the point of survey or at the sole discretion of the Supplier;

**Firewall** means a hardware device together with any associated Software, designed to prevent unauthorised access to the Customer's LAN;

**General Conditions** means the Supplier's standard terms and conditions for the provision of the Services as set forth on the Supplier's website at [www.chessict.co.uk](http://www.chessict.co.uk) and which forms part of this Agreement;

**Host Services** means file servers, printers, applications, etc, attached to the Customer's Network;

**Hub** means the router provided by the Supplier or Third Party Supplier that is compatible with the Network Services, which is Ancillary Equipment for the purposes of this Agreement;

**Internet** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide;

**Internet Protocol** or **IP** means a communication protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data;

**LAN Cloud CPE** means access points, optional LAN switches and security devices;

**LAN Cloud Controller** means a cloud controlled wireless LAN and networking service which provides the Customer with wireless access to the Customer's LAN and connected WAN via MyPortal;

**Local Area Network** or **LAN** means the infrastructure that enables the ability to transfer IP services within a Site (including data, voice and video conferencing services);

**Multi-Protocol Label Switching** or **MPLS** is a type of data carrying technique for high performance networks which can provide applications such as VPN's and VPLS;

**Network** means a Third Party Supplier telecommunications and data network providing connectivity to the Network Services;

**Network Terminating Equipment** means the Hub used to provide the Network Services at the point of connection between the Network and the Access Circuit;

**Point to Point Access** or **P2P** means a business grade direct connection between two sites, delivered as an Ethernet Service using a variety of Access Services and Third Party Suppliers;

**Port** means the point where the Access Circuit is connected to the Network;

**Recurring Charges** means the Charges for the Network Services or applicable part of the Network Services that are invoiced repeatedly in every billing period as set out in the Order;

**Service Care Levels** means the repair options as set forth in paragraph 7 above;

**Service Fault and Service Fault Targets** have the meaning given to them in **Schedule 4.1 (Fault Management Connectivity)**;

**Session Initiation Protocol** or **SIP** is a technical standard specified in RFC 3261 and used to initiate and terminate voice calls;

**Termination Charges** means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, in accordance with clause 8.7 of the General Conditions

and as set out the Order, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waived one off charges and/or Installation Charges;

**Usage Charges** means the Charges, if any for the Network Services or applicable part of the Network Services that are calculated by multiplying the number of units (data usage or over usage) that the Customer has in a billing period with the relevant Tariff;

**User Device(s)** means any equipment including any computer, smartphone, tablet used by the Customer in connection with the Network Services;

**User Device Information** means information about User Devices that connect to the Customer's LAN, such as MAC addresses, device names, device types, operating systems, geological information, and information transmitted by devices when attempting to access or download data or content (e.g. hostnames, protocols, port numbers, and IP addresses) via the LAN

**Virtual Private LAN Service** or **VPLS** creates a logical LAN structure between geographically separate Site(s) over MPLS;

**Virtual Private Network** or **VPN** a network which is using encryption and tunnelling to create a private network through a public network space;

**Virtual Routing and Forwarding** or **VRF** is a technology within IP based routers that enables them to create and operate multiple instances of a routing table simultaneously;

**Virtual Service Network** where a WAN replaces multiple legacy physical circuits and delivers separate services over a common physical access network;

**WAN** means a multi point to multi point network built between one or more Customer Site(s) and the Network, delivered as IP over Ethernet Service using an Access Circuit and transporting Virtual Service Networks;

**Wi-Fi** means the underlying technology of WLAN based on the IEE 80211 specifications;

**Wireless Access** means wireless (Wi-Fi) connectivity a User's Device where available;

**Wireless LAN** means the transmission of data over electromagnetic waves using CPE including access point and client adapter equipment;

**Wires Only Service** means the Customer Premises Equipment that is provided without Supported CPE and connected to the Network from the Site;