

SCHEDULE 4.1 - FAULT MANAGEMENT CONNECTIVITY

1. APPLICATION

- 1.1 This schedule, which contains a description of the Support 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. SUPPORT SERVICES

- 2.1 The Supplier will provide and manage the Services in accordance with the applicable Schedule 3 and as set out in the relevant Order up to the demarcation points as set out below:
- 2.1.1 for a Wires Only Service, up to the Hub, or if the Customer does not use a Hub, up to the Network Terminating Unit of the Line; or
- 2.1.2 for a Support Service, up to the LAN Port on the LAN Cloud CPE provided by the Supplier.

hereinafter **"Support Services Boundary"**.

- 2.2 The Supplier will have no responsibility outside of the Support Services Boundary.
- 2.3 The Lines and/or Access Lines will be maintained and repaired by the relevant Third-Party Supplier and the Supplier shall use all reasonable endeavours to respond to a Service Fault in accordance with paragraph 3 below.
- 2.4 The Supplier does not make any representations, whether express or implied, about whether the Service(s) will operate in combination with any Customer Equipment or any other equipment, Hardware or Software.
- 2.5 The Supplier may provide, where purchased as part of the Services, Professional Services or Support Services to the Customer, as set out in the relevant Order.
- 2.6 The additional services referred to in paragraph 2.5 above shall be governed by separate sub-schedules within schedule 4 as follows:
- 2.6.1 **Schedule 4.2 (Professional Services)**; and
- 2.6.2 **Schedule 4.3 (Support Services)**.
- 2.7 Where there is a conflict between this schedule 4.1 and the remaining sub-schedules, this schedule 4.1 shall prevail.

3. SERVICE FAULT NOTIFICATION

- 3.1 The Customer shall report a Service Fault to the Supplier's Service Desk as soon as reasonably practicable by telephone or email, which shall include all relevant information required to assess the Service Fault and the Service(s) it relates to.
- 3.2 The Supplier will provide the Customer with a unique reference number and will prioritise the Service Fault as follows:

PRIORITY LEVEL	SERVICE FAULT DESCRIPTION
Priority 1 Service Down	Service unavailable or seriously degraded Severe negative impact to large numbers of End Users Major security breach
Priority 2 Service Degraded	Service unavailable for a single virtual End User Performance degraded but still available to End Users Attempted Security Breach intermittence can be demonstrated repeatedly within an hour interval

PRIORITY LEVEL	SERVICE FAULT DESCRIPTION
Priority 3 Service Impaired	Performance may be degraded
Priority 6 Service Unaffected	Request for change or information

- 3.3 Where the Customer reports a Service Fault, the Supplier will investigate any Service Fault reported by the Customer in accordance with its standard procedures and will work with its Third-Party Supplier to restore Service(s) as soon as reasonably practicable during Normal Working Hours. Service Fault Targets available to the Customer are set forth in paragraph 4 below.

4. SERVICE FAULT TARGETS

- 4.1 The Supplier shall use its reasonable endeavours to ensure that response times to the Customer's notification of a Service Fault are not more than:

SERVICE FAULT	RESPONSE TARGET ¹ (NORMAL WORKING HOURS)	RESOLUTION TARGET ² (NORMAL WORKING HOURS)
Priority 1	1 Hour	8 Hours
Priority 2	6 Hours	12 Hours
Priority 3	8 Hours	16 Hours
Priority 6	5 Working Days	5 Working Days

1. calculated from receipt of notification of fault by Supplier

2. calculated from first response by Supplier

- 4.2 The Supplier shall inform the Customer when the Service Fault has been resolved and will close the Service Fault when:
- (a) the Customer confirms that the Service Fault is resolved within 24 hours of being informed, or
- (b) the Supplier has attempted unsuccessfully to contact the Customer in relation to the Service Fault and the Customer has not responded within 24 hours of the Supplier's attempt to contact the Customer.
- 4.3 If the Customer confirms that the Service Fault is not resolved within 24 hours of being informed, the Service Fault will remain open and the Supplier will continue to work with its Third-Party Supplier to resolve the Service Fault.
- 4.4 If the Supplier and/or its Third-Party Supplier agrees to work outside of Normal Working Hours or if the Customer reports a Service Fault and the Supplier finds that there is no Service Fault, or the Customer has caused the Service Fault, the Supplier may apply a Charge in accordance with the Supplier's current Tariffs.
- 4.5 Where the Third-Party Supplier charges the Supplier for repairs, replacement and/or engineer support and the Service Fault is due to damage to the Customer's Equipment, the Supplier reserves the right to charge the Customer for such Third-Party Supplier charges together with an administration charge.
- 4.6 All repairs, replacements and/or engineer support provided by the Supplier to the Customer for the purposes of this Schedule 4.1, whether or not such repair, replacement and/or engineer support is subject to an additional charge, shall be subject to the terms of **Schedule 4.3 (Support Services)**.

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5. PRODUCT SERVICE LEVELS

5.1 Product specific Service Levels shall be set forth in the applicable Schedule(s) relevant to a service. For the avoidance of doubt, where there is a conflict between this Schedule 4.1 and the applicable Schedule(s) relevant to the Service(s), the latter shall prevail.

6. SERVICE CREDITS

6.1 If a Service Fault occurs and the Supplier fails to meet the Service Fault Targets for P1 and P2 Service Faults set out in paragraph 4.1 above, the Customer may, subject to the exceptions set out in paragraph 7, make a one-off claim for a Service Credit of:

6.1.1 a maximum of ten per cent (10%) of the monthly Charge to the Customer, or;

6.1.2 the maximum amount recoverable by the Supplier from the Third Party Supplier

whichever is the lowest to be calculated in accordance with this paragraph 6.

6.2 The Service Credit under paragraph 6.1.1 above shall be calculated as a percentage of the monthly Recurring Charges attributable to that element of the Service subject to the Service Fault Targets.

6.3 Any Service Credits owed to the Customer shall be applied as a credit against the Charges due on the affected Service(s), subject to a maximum of one Service Credit per Service Fault or series of connected Service Fault's.

6.4 The Supplier's liability under this paragraph 6 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 Fault Targets set forth in paragraph 4.1 above.

6.5 If the Customer reports a Service Fault that falls within paragraph 7 below, the Supplier may apply an additional charge to cover the Supplier's reasonable costs incurred in trying to rectify the Service Fault.

7. EXCLUSIONS

7.1 The Service Fault Targets set forth in paragraph 4.1 above, shall not apply:

7.1.1 in the event that Clause 9.6 of the General Conditions applies;

7.1.2 during any trial period of the Service(s);

7.1.3 if the Supplier requests access to the Site and the Customer does not allow this (including where the Customer fails to accept an appointment time for an engineering visit allocated by the Supplier or Third-Party Supplier within the Service Fault Targets, or;

7.1.4 where the Customer is in breach of this Agreement

7.2 The Service Fault Targets will not apply if:

7.2.1 any of the following events occur:

(a) a Service Fault has been reported and the Supplier or Third-Party Supplier cannot confirm that a fault exists after performing tests;

(b) the Customer asks the Supplier to test the Service(s) at a time when no fault has been detected or reported;

(c) the Customer or any third party incorrectly diagnosing the cause of a Service Fault, or;

(d) the Customer cancels the notification of a Service Fault before the Supplier has rectified any Service Fault.

7.2.2 the Service Fault is a result of:

(a) a loss of service of another service provider by the Supplier and the Customer has requested Service Credits under the contract for that service;

(b) the Service(s) being modified or altered in any way by the Customer, or the Supplier in accordance with the Customer's instructions;

(c) the Customer not providing the necessary pre-defined infrastructure and/or configuration requested by the Supplier, or where provided is not accurate or correct;

(d) power or cooling failure at the Site(s), or;

(e) Planned Maintenance.

ANNEX 1 - DEFINITIONS

Access Line means a telecommunications circuit required before an overlay service such as ADSL, Broadband, FTTC can be delivered;

Hub means a router that may be provided by the Supplier, Third Party Supplier or the Customer for the provision of the Services;

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

LAN Port means the point where the Access Line is connected to the Network;

Line(s) means a fixed telephone line by traditional copper wiring (analogue) or fibre optic (digital) or a combination of both;

Maintenance Agreement means

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

Network Terminating Unit means the socket where the Customer's wiring, equipment or existing qualifying voice and data service is connected to the Network;

Service Desk means the helpdesk (which may be an online portal) that the Customer is able to contact to report a Service Fault;

Service Fault means any failure, error or defect in the provision of the Service(s) by the Supplier but excludes failures, errors or defects arising from, caused or contributed to by the Customer's acts and/or omissions or third parties including, but not limited to, any Third Party Supplier or anything that arises as a result of something beyond the reasonable control of the Supplier;

Service Fault Targets has the meaning given to it in paragraph 4;

Support Service Boundary has the meaning given to it in paragraph 2.1;

Wires Only Service means the Hub and/or LAN Cloud CPE provided by the Supplier to the Customer without Supported CPE and connected to the Network from a Site.