

SCHEDULE 4.1 - FAULT MANAGEMENT CONNECTIVITY

1. APPLICATION

- 1.1 This Schedule contains a description of the Fault Management Service and forms part of the Agreement entered 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. FAULT MANAGEMENT

- 2.1 The Supplier will provide and manage the Services as set out in the relevant **Order** and up to the Support Service Boundary as defined within the applicable **Schedule 3**. Where the applicable **Schedule 3** does not specify a Support Service Boundary the demarcation points are 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 Services 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 Notwithstanding the provisions of this Agreement, and with the knowledge that reasonable efforts will be made to diagnose and resolve faults that occur, the Supplier makes no warranties that the Fault Management Service will be successful in resolving all issues that arise.
- 2.6 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. Where the Customer has purchased such Services pursuant to an Order the provision of the same shall be governed by the applicable **Schedule 4**.

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, email, or the Customer portal, 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

PRIORITY LEVEL	SERVICE FAULT DESCRIPTION
	Attempted Security Breach intermittence can be demonstrated repeatedly within an hour interval
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 it 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 all Third-Party Supplier charges together with an administration charge.
- 5. PRODUCT SERVICE LEVELS**
- 5.1 Product specific Service Levels shall be set forth in the applicable **Schedule 3**. For the avoidance of doubt, where there is a conflict between this Schedule 4.1 and the applicable Schedule(s), the latter shall prevail.

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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 Claims for Service Credits must be received from the Customer to the Supplier within two (2) weeks of the Service Fault Target being missed.

6.5 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.

6.6 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 including but not limited to:

6.6.1 all reasonable and properly incurred expenses including travel and any out-of-pocket expenses; and

6.6.2 reasonable time spent by the engineer in travelling, where the distance travelled is further than 35 miles from the Chess Office closest to the geographical location of the Customer Site.

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 or fault with another service or equipment which is not being provided by the Supplier to the Customer;

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

(c) improper use or neglect of the Services by the Customer;

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

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

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

(g) planned maintenance.

8. ADDITIONAL SUPPORT SERVICES

8.1 Where stated on the **Order**, the Supplier will provide Additional Support Services as detailed in **Annex 2**. Additional Support Services can be provided in relation to the following Services:

8.1.1 Cloud PBX Services (**Schedule 3.4(A)**);

8.1.2 Cloud Voice Services (**Schedule 3.4(B)**);

8.1.3 Teams Direct Routing Services (**Schedule 3.10**); and

8.1.4 Operator Connect Services (**Schedule 3.12**).

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;

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;

Normal Working Hours means 08:30 hours to 17:30 hours on a Working Day;

Service Desk means the helpdesk that the Customer is able to contact via email, telephone or the Customer portal 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 means the support services as further described in this Schedule;

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

Support Service Cover means the various levels of support services offering by the Supplier to the Customer as set forth in **Annex 2**;

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, and;

Working Day means Normal Working Hours any day other than Saturdays, Sundays, public or bank holidays in the United Kingdom.

1. ADDITIONAL SUPPORT SERVICE

1.1 The Customer shall have the option, subject to an additional charge, to extend the Support Service as set out in the relevant Order, to include cover outside of Normal Working Hours with one or more of the options:

SERVICE COVER	STANDARD	ADVANCED	PREMIUM
SERVICE FAULT LOG ACCESS	24/7 365 days for logging support calls	24/7 365 days for logging support calls	24/7 365 days for logging support calls
RESPONSE DAYS COVERED	Monday to Friday	Monday to Friday	Monday to Sunday
HOURS COVERED	08:30 hrs to 17:30 hrs	08:00 hrs to 18:00 hrs	24/7 cover for logging support calls
BANK HOLIDAYS	Excluded	Included	Included

- 1.2 Service Faults logged outside of the applicable response days and hours covered shown in the table above, shall be measured from the start of the next period of coverage and the measurement of Response Targets shall not include days and hours not covered.
- 1.3 Service Fault Targets as outlined in paragraph 4 of the Schedule may vary depending upon the Services that has the Service Fault, as referenced in paragraph 5 of the Schedule. Please refer to the relevant **Schedule 3** for any product specific Service Fault Targets.
- 1.4 The Supplier will provide the Customer with support in relation to a Service Fault which relates to any customisation or configuration of the Service undertaken by the Supplier by way of Professional Services provided upon implementation. To include by way of example, the following scenarios:
 - 1.4.1 the Customer cannot make or receive calls through the application or equipment provisioned by the Supplier for use with the Service;
 - 1.4.2 the Customer is subscribed to a call queue but not receiving associated calls;
 - 1.4.3 the Customer cannot transfer calls;
 - 1.4.4 the Customer is not receiving voicemails; or
 - 1.4.5 the Customer cannot forward calls in accordance with call forwarding policies.
- 1.5 The Additional Support Service will not cover moves, adds or changes to the Service or its configuration or customisation. For example, setting up or amending Service features such as Voicemail or Call Forwarding, Call Queues or adding additional End Users.
- 1.6 Where the Customer requests support with moves, adds and/or changes referred to in paragraph 1.5 above, and support is provided, the Customer will be liable to pay Additional Charges at the Supplier’s standard rates or as otherwise agreed in writing with the Customer.
- 1.7 Any Service specific pre-requisites for the provision of Additional Support Services by the Supplier are detailed within the relevant **Schedule 3**.