

DATED: 2019

Talking Technology Ltd

LEASED LINE SERVICES SCHEDULE

SCHEDULE 2

General Terms and Conditions

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1. Definitions and Interpretation

1.1 In this Service Agreement the following expressions shall have the following meanings unless the context otherwise requires:

“Billing Period”	means 3 month periods of time for the billing of Rental and other Charges under this Agreement or any Contract to the Client;
“Charges”	means the charges for the installation and use of Leased Line Services together with any charges for additional services and equipment due by the Client to TALKTECH in terms of the Services Schedule;
“Circuit”	means a Leased Line circuit whether for the provision of Internet Leased Line Services or Point to Point Leased Line Services;
“Client Provided Apparatus”	means any apparatus at the Sites (not being Services Equipment) provided and used by the Client and/or a User in order to use the Services;
“EFM”	Means Ethernet in the First Mile i.e. using ethernet protocols up to the customer premises.
“Go Live Date”	means the date on which TALKTECH notifies the Client or any User that the Service or part thereof are ready for use or, if earlier, the date on which the Client or any User first makes use of the Service of part thereof;
“Help Desk”	the telephone helpdesk described in Clause 7.2.
“Incident Report”	notification of an Incident which is raised by TALKTECH or by the Client;
“Incident”	a failure of the Service to operate in accordance with its published specification;
“Installation Charges”	means the charges payable for installation of Services Equipment and for the commissioning and configuration of Services, as specified in the Order or as subsequently varied in accordance with the terms of this Agreement;
“Leased Line”	means a circuit provided by TALKTECH as described in clause 5 which encompass both ethernet services and EFM services.;
“Customer Service Plan”	the TALKTECH Customer Service Plan applicable to the Services as may be amended from time to time;
“Order”	means a request for the provision of Services by the Client which has been accepted by TALKTECH in accordance with Clause 6 of this Agreement;
“Priority Level”	the priority levels specified in the table set out at Clause 8.5.1;
“Protected Circuit”	means a leased line circuit delivered over multiple lines to deliver a resilient service;
“Rental”	means the rental payable by the Client to TALKTECH for the provision of Services and the Services Equipment as specified in the Order or as increased or decreased by TALKTECH in accordance with the terms of any Contract;

“Service Credits”	means reductions in certain charges or compensation payments in respect of TALKTECH failing to meet specified Service Levels, calculated in the manner set out in this Agreement;
“Service Provider”	means any third party who from whom TALKTECH procures services in order to provide the Services under this Agreement;
“Services Equipment”	means any apparatus, equipment and cabling provided by TALKTECH at a Site as an essential part of providing Services under the terms of this Agreement;
“Services”	means the provision of Internet Leased Lines or Point to Point Leased Line Services and equipment by TALKTECH to the Client as specified in the Order and “Service” shall have a corresponding meaning;
“Site”	means the premises or other locations from and to which Services are to be provided to the Client as specified in the Order;
“Support Service”	the support services described in clause 7;
“Target Go Live Date”	means the target date agreed between TALKTECH and the Client for the commencement of Services as set out in an Order or as subsequently revised by the Client in accordance with the terms of this Agreement;
“Trouble Ticket System”	a method in which to raise queries or report an Incident to TALKTECH in relation to the Services;
“Unique Reference Number”	reference number generated automatically on the Trouble Ticket System and allocated to an Incident when the Incident is entered on the Trouble Ticket System or notified to the Help Desk;
“Unprotected Circuit”	means a leased line circuit delivered over a single line.

- 1.2 The Condition and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 Any reference to an **“hour”** means an hour in a day and any reference to a **“day”** means a period of 24 hours running from midnight to midnight.
- 1.4 Except to the extent that they are inconsistent with the definitions and interpretations in this Agreement or are otherwise defined in this Agreement, the definitions and interpretations in the Master Agreement shall apply to this Agreement.
- 1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.6 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement.

2. The Service Agreement

- 2.1 The terms of the Master Agreement shall apply in relation to the supply of the Services and the terms of this Agreement shall apply between the parties as if the Master Agreement were incorporated into this Agreement.
- 2.2 Notwithstanding Clause 2.1 the Master Agreement shall remain fully effective and unamended, in relation to the supply of any goods and or services other than the Service.

3. Commencement and duration of this Agreement

- 3.1 This Agreement commences on the date that it is signed by duly authorised representatives of TALKTECH and will continue unless or until terminated by either Party under the terms of the Agreement.

4. Duration of Services

- 4.1 For the duration of this Agreement TALKTECH agrees to:
 - 4.1.1 provide the Client with the Services on the terms of this Agreement;
 - 4.1.2 exercise the reasonable skill and care of a competent communications provider in providing the Service and if required, in determining how best to provide the Service to a Site;
 - 4.1.3 use its reasonable endeavours to provide the Service by the Target Go Live Date and in accordance with the service levels set out in this Agreement but all dates are estimates and except as set out in the service guarantee provisions, TALKTECH has no liability for failure to meet any date;
- 4.2 It is technically impracticable to provide a fault free Service and TALKTECH does not undertake to do so. TALKTECH agrees to repair any faults in accordance with the service standards as set out in this Agreement.
- 4.3 The Service Minimum Period and notice period for Leased Line Services shall be as provided for in the relevant Order.

5. Description of Leased Line Services

- 5.1 Leased Line Services are provided as:
 - 5.1.1 **Internet Leased Line Services** – a dedicated, private, fixed capacity circuit delivered from the TALKTECH Network to the Client Site with Internet connectivity. These Services may share infrastructure with the TALKTECH Network and/or that of other Service Providers. Internet Leased Line Services are delivered as a Fully Managed Service with 24/7 remote monitoring and management by TALKTECH network operations.
 - 5.1.2 **Point to Point Leased Line Services** – a dedicated, private, fixed capacity circuit delivered point to point between Client nominated sites. Point to Point Leased Line Services do not share infrastructure with the TALKTECH Network and will be delivered as a stand alone Service which will not be monitored by TALKTECH.

6. Orders for Leased Line Services

Orders for Leased Line Services shall be completed according to process set out in this clause.

- 6.1 On receipt of a request for Services TALKTECH shall provide a quotation to the Client.
- 6.2 Subject to clause 6.6 the Client shall provide a valid Purchase Order for the Services. All quotations made by TALKTECH shall be deemed to be made subject to the terms and conditions of this Agreement.
- 6.3 The Client will be required to complete a Data Product Order Form as prescribed by TALKTECH from time to time.
- 6.4 TALKTECH will endeavour to confirm within **10 Business Days** after the day the Data Product Order Form is received whether the Services can be provided and the date the Services will be provided.
- 6.5 If excess construction charges are applicable in order to provide the Services TALKTECH shall notify the Client in writing of the charges and the reasons for them. The Client shall indicate acceptance of the excess construction charges by providing a valid Purchase Order amending or in addition to the original Purchase Order.
- 6.6 The provision of a Purchase Order by the Client shall constitute an offer to acquire the Services specified in the Data Protection Order Form subject to (i) confirmation that the Services can be provided and (ii) where excess construction charges are applicable, acceptance of those charges in terms of clause 6.5.
- 6.7 No Order shall be binding on TALKTECH until that Order has been accepted by the TALKTECH Service Delivery Team by notice to the Client.
- 6.8 Upon acceptance by TALKTECH the Services shall be provided under the terms of this Agreement.

- 6.9 A request for the upgrade or downgrade of an existing Service shall not be considered a request for services in terms of this clause 6 but on acceptance by TALKTECH will be deemed an amendment of the existing Order under which those Services are provided.

7. Support Services

7.1 Help Desk Support

During the hours of Service specified in clause 7.2, TALKTECH will provide a client service and administration telephone help desk facility ("**Help Desk**") for the benefit of the Client. TALKTECH shall accept calls for English language telephone support in connection with Orders and Incidents during the hours of Service specified in clause 7.2. For the avoidance of doubt, TALKTECH shall be under no obligation to provide any technical assistance to the Users or Additional Users.

7.2 Hours of Service

7.2.1 Office Hours

The Helpdesk will be available to receive calls for English language telephone Support (Second Level Support) 24 hours a day 7 days a week, 365 days a year. Proactive notifications for both support and provide activities will occur during these hours.

7.2.2 Out of Hours

Outside Normal Business Hours, no proactive updates will be supplied via the Trouble Ticket System on Standard Care Products.. Outside Normal Business Hours support is only available for response to new and open Enhanced and Premium Care Incidents that are raised via the Portal or by a call into the support team.. Enhanced and Premium Care Incidents should be raised in accordance with the CSP.

7.3 Scheduled and Emergency Maintenance

7.3.1 From time to time TALKTECH may interrupt the Service to maintain, update or enhance software Equipment or other aspects of the Service and/or the TALKTECH Network ("Maintenance Events"). TALKTECH will, where possible, give the Client a minimum of 5 Business Days advance notice of such events, and where possible will schedule Maintenance Events so as to cause minimum interruption of the Service. For the avoidance of doubt, it may not be possible to give such notice where interruption to the Service is necessary to deal with Incidents occurring in connection with the Service.

7.3.2 From time to time TALKTECH may interrupt the Service to carry out emergency maintenance to the TALKTECH Network in order to maintain appropriate levels of service quality and to provide where possible minimum impact to the Service.

7.3.3 TALKTECH shall use reasonable endeavours to ensure that:

- scheduled Maintenance Events will not exceed 3 hours in any calendar month;
- emergency Maintenance Events will not exceed 3 hours in any calendar month.

Provided That the Client accepts that it may not be possible for TALKTECH to provide the Client with advanced notification of emergency Maintenance Events.

7.3.4 Any Maintenance Events which occur during Normal Business Hours, and which were not requested by the Client, shall be considered downtime for the purpose of service availability measurement set out in clause 9.

8. Service Management

8.1 Incident Reporting

8.1.1 TALKTECH shall supply monitoring and management of Internet Leased Line Services 24 hours a day 7 days a week together with pre-emptive Incident reporting to the Client whenever reasonably possible. In the event that any Incident is experienced by the Client that it has not been identified by TALKTECH, the Client must submit an Incident Report to the Help Desk by telephone or via the Trouble Ticket System.

8.1.2 For Point to Point Leased Line Services clause 8.1.1 does not apply and the Client will be responsible for the submission of Incident Reports to TALKTECH.

8.1.3 All Incident Reports submitted by the Client must provide a complete description of the Incident and any information reasonably requested by TALKTECH.

8.1.4 The Help Desk will allocate a Unique Reference Number to identify an Incident after first line diagnostics have been performed as an initial assessment of the cause of an Incident. The Help

Desk will require the Client to conduct first line diagnostics with any of its Users where appropriate.

- 8.1.5 After allocation of a Unique Reference Number, all corresponding communications made by the Client to the Help Desk must include that Number. Updates to the Trouble Ticket System will be made via the Help Desk in accordance with the guidelines within the Operations Manual.
- 8.1.6 If the Client reports any Incident via the Trouble Ticket System outside of Normal Business Hours, the Client must place a follow up call to the Help Desk in order to notify the TALKTECH engineer of the nature of the Incident.

8.2 Incident Report Priority Levels

TALKTECH shall assign a Priority Level to any Incident reported to the Client in accordance with the Incident Classification Matrix in Clause 8.5.1.

8.3 Incident Response Timescales

- 8.3.1 TALKTECH shall use best endeavours to assign an Incident to an appropriate TALKTECH engineer within 30 minutes of the generation or receipt of the an Incident Report for no less than 95% of Incidents properly submitted to TALKTECH by the Client in accordance with Clause 8.1.
- 8.3.2 TALKTECH shall use best endeavours to make an update on an Incident available to the Client via the Trouble Ticket System within the response times specified in Clause 8.5.1.

8.4 Incident Resolution Targets

TALKTECH shall use reasonable endeavours to clear Incidents within the time scales specified within the Incident classification matrix set out in Clause 8.5.1.

8.5 Incident Classification Matrix

- 8.5.1 The Incident classification matrix set out below outlines the description, resolution and scheduled updates frequencies for the associated Incident priorities.

Priority Level	Description	Target Resolution Time	Response Time
High	Total loss of Service resulting from a single event. User has total loss of Service/product or degraded beyond usable limits. Degraded Service. E.g. Errors, packet loss to router interface, Inability to transmit/receive where Business operations are severely impacted.	5 hours- Ethernet# 7 hours for Other services**#	½ hour followed by updates each hour
Medium	Partial loss of Service or degradation of Service, resulting from one event. Partial loss where Service is intermittent or slow throughput. Dribbling errors; packet loss less than 25%; slow throughput;	24 hours	4 hours
Low	Service Enhancement* that requires a change to the existing Service and/or TALKTECH Network components that will facilitate Service. (*Service Enhancements exclude speed upgrades which are considered on a case-by-case basis and the TALKTECH shall endeavour to resolve such requests within 10 Business Days) Service requests or changes etc	3 Business Days	-

** Other services are Etherway Copper, Superfast GEA,EFM.

time for resolution is extended to 15 hours if it is the result of a Fibre break.

- 8.5.2 The Client understands and accepts that it may be necessary to extend the timescales in the Incident classification matrix above due to the complexity of the Incident or where TALKTECH is dependent on a third party for resolution of the Incident. In such circumstances, TALKTECH shall use reasonable endeavours to eliminate or reduce the impact of the Incident on the Service by provision of a workaround, with permanent correction to follow.

8.6 Clearance of Incidents

TALKTECH will clear an Incident reported to TALKTECH by the Client in accordance with this Agreement and the Customer Service Plan and an Incident Report will be considered to have been cleared where either:

- 8.6.1 it is corrected by TALKTECH (including the provision of a temporary fix); or
- 8.6.2 TALKTECH has investigated the Incident and TALKTECH's initial fault diagnostic testing indicates that the Incident is not found and/or is not the fault of TALKTECH;

and this has been confirmed by TALKTECH to the Client.

8.7 Escalation Process

TALKTECH will provide an escalation process where an Incident is understood as a clear request for the support of a higher technical or management level in order to clear the Incident. If the Incident is considered to be not progressing in a satisfactory manner or if it is foreseen that the targeted time to repair will not be met, either Party may escalate the Incident in the manner set out in the Operations Manual.

9. Service Availability and Credits

9.1 Leased Line Services

- 9.1.1 TALKTECH will deliver the Ethernet service by midnight on the Target Go Live Date with handover notices made available the following Business Day. If TALKTECH fails to do this, the Client shall be entitled to Service Credits as set out in Table 3 below:

Table 3

No. of working days beyond Target Go Live Date	Percentage of Installation Charge for the Circuit to be credited to the Client
1 – 10	5%
11-15	10%
16-20	15%
More than 20	20%

- 9.1.2 In the event that the Ready For Service Date of a Service is delayed by more than sixty (60) days after the Target Go Live Date and it cannot be demonstrated that the delay is caused by circumstances beyond TALKTECH's reasonable control, then in addition to the compensation set out in Table 3, the Client shall have the right to terminate the relevant Service. The compensation and the right to terminate the relevant Service in the circumstances set out herein shall comprise the Client's sole remedy in respect of such a delay of the Target Go Live Date.
- 9.1.3 TALKTECH will clear Incidents which have been submitted by the Client in accordance with Clause 8.1 above within the times specified in 8.5.1 above commencing from the time that an Incident is assigned a Unique Reference Number.
- 9.1.4 Repair times for non Service affecting faults will be agreed on a case by case basis. No Service Credits shall be payable for failure to repair non Service affecting faults within the Target Repair Time.

9.2 Compensation Entitlement for the Service

- 9.2.1 TalkTech will allow the Client Service Credits for the service in accordance with the following

table: Table 4

Measurement	Discount on Service monthly rental charge
Each hour or part of hour beyond the target threshold.	10% of the monthly rental

9.3 Limit on compensation

- 9.3.1 Any Service Credits due to the Client shall be the Client's sole and exclusive remedy with respect to such failures and shall be in lieu of any other remedy which the Client may have at law.
- 9.3.2 The maximum compensation that the Client can receive for late provision is an amount equal to 20% of the Installation Charge for the Circuit.
- 9.3.3 The maximum compensation for Unavailable Time the Client can receive in any month is an amount equal to 100% of the Rental due in respect of that Service for the month in which the failure(s) occur and the maximum compensation in aggregate the Client can receive is an amount

equal to 35% of the annual rental for the period covered by a 12 months cycle, the first such cycle starting on the Go Live Date.

9.4 How TALKTECH will pay Service Credits

- 9.4.1 Any compensation payable under Table 3 above will be offset against the Installation Charges by TALKTECH on the Client's invoice in respect of the Installation Charges.
- 9.4.2 Any compensation payable under Table 4 above will be credited on the Client's invoice for Rental for the following Billing Period unless the Circuit is terminated in which case a specific payment will be made. TALKTECH may offset all or part of any such amounts against any outstanding amounts due for the Service which has not been paid by the Client, except where these amounts may be disputed.

9.5 Exclusions from service availability and service credits

The service levels, service guarantees and any Service Credits will not apply if:

- 9.5.1 the failure by TALKTECH is due to the Client's own network or equipment or any other network or equipment outside the TALKTECH Network; or
- 9.5.2 the Client is in breach of any part of this Agreement or TALKTECH suspends the Service or any part of it in accordance with this Agreement; or
- 9.5.3 through no fault of its own or because of circumstances beyond its reasonable control, TALKTECH is unable to carry out any necessary work at, or gain access to the Client's Site and/or an End User's Site or the Client fails to agree an appointment date or work is aborted; or
- 9.5.4 the Client and TALKTECH agree a different timescale for performance of the Service, but will apply to any new Target Go Live Date agreed, provided that the new date is after any previous Target Go Live Date(s); or
- 9.5.5 reasonable assistance is required or information is reasonably requested by TALKTECH or a Service Provider from the Client, End User or a third party and such assistance or information is not provided; or
- 9.5.6 through no fault of its own, TALKTECH is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or
- 9.5.7 the failure is due to a Force Majeure event; or
- 9.5.8 the failure is due to a scheduled Service outage; or
- 9.5.9 the failure is due to an inaccurate Order being submitted by the Client; or
- 9.5.10 the fault is not reported in accordance with clause 8.1 for Point to Point Leased Line Services.

9.6 Network Performance

9.6.1 Packet Loss

TALKTECH Packet Success Service Level Guarantee

TALKTECH's packet success goal is based on the successful delivery of packets through the TALKTECH IP network. Unsuccessful packets are deemed to be those dropped due to transmission errors or router overload.

- TALKTECH's packet success Service Level Guarantee ("Guarantee") is successful delivery of packets will meet or exceed 99% between TALKTECH- designated IP backbone paths for Leased Line Services.
- The measurement consists of 50 100-byte pings sent every 15 minutes. A daily average will be calculated using these 96 samples. The daily measurements will be averaged to calculate a monthly average.
- Should TALKTECH fail to meet the Guarantee in two consecutive calendar months, the Client is entitled to a one (1) day prorated credit of the Rental

for the second month and an additional one (1) day prorated credit for any consecutive month in which the Guarantee is not met. To receive the credit the Client must contact TALKTECH's customer service group within 30 days of the end of the month for which credit is requested. Credits will be paid to the Client in terms of clause 9.4.2.

9.6.2 Latency

TALKTECH Latency Service Level Guarantee

TALKTECH's Latency Service Level Guarantee ("Guarantee") is based on an average round-trip transmission between TALKTECH-designated backbone POPs for TALKTECH services. Latency shall be measured by TALKTECH averaging sample measurements taken during a calendar month between such backbone POPs.

- Latency of 50ms or less - The measurement consists of 50 100-byte pings sent every 15 minutes. A daily average will be calculated using these 96 samples. The daily measurements will be averaged to calculate a monthly average.

10. Charges Mandated By Service Provider

TALKTECH reserves the right to pass on to Clients on a cost-plus basis (adding 15%) any charges levied by the Service Provider to which it is exposed as a result of the Client and/or its Users' actions.

11. Equipment

- 11.1 All Services Equipment remains the property of TALKTECH at all times.
- 11.2 The Client agrees to:
- 11.2.1 prepare the Site and provide a suitable place, conditions, connection points and electricity for TALKTECH or carrier Equipment at the Site in accordance with TALKTECH's reasonable instructions, if any; and
 - 11.2.2 obtain all necessary consents, including for example, consents for any necessary alterations to buildings, permission to cross other people's land or permission to put TALKTECH/carrier Equipment on their property.
 - 11.2.3 The Client is responsible for TALKTECH equipment and agrees to take reasonable steps to ensure that nobody (other than someone authorised by TALKTECH) adds to, modifies or in any way interferes with it. The Client will be liable to TALKTECH for any loss of or damage to TALKTECH Equipment, except where such loss or damage is due to fair wear and tear or is caused by TALKTECH, or anyone acting on TALKTECH's behalf.

12. Connection of Equipment

Any equipment connected to the Service must be:

- 12.1.1 technically compatible with the Service and not harm the TALKTECH Network, the Service or TALKTECH Equipment or another party's network or equipment;
- 12.1.2 connected and used in line with any relevant instructions or laws; and
- 12.1.3 connected and used in line with any relevant standards including, in the order of precedence set out below:
 - (i) any legal requirements imposed upon the parties including requirements arising from General Condition 2 set under section 45 of the Communications Act 2003;
 - (ii) any relevant specification notified by OFCOM in implementation of the recommendations of the Network Interoperability Consultative Committee;
 - (iii) any recommendations by the European Telecommunications Standards Institute; and
 - (iv) any recommendations by the Telecommunications Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee) of the International Telecommunication Union.

- 12.1.4 The Client agrees to connect equipment to the Service only by using the NTE provided by TALKTECH with the Service.
- 12.1.5 TALKTECH will not be liable for failure to meet any service level or other obligations under this Agreement if any equipment is found to be connected otherwise than in accordance with this clause.
- 12.1.6 TALKTECH reserves the right to disconnect any Client equipment if the Client does not fulfil its obligations under this Clause 12 or if in the reasonable opinion of TALKTECH Client Provided Apparatus is liable to cause the death of, or personal injury to any person.

13. Access and Site Regulations

- 13.1 The Client agrees to take reasonable steps to provide access to the Client's Site and to ensure that the End User provides TALKTECH with access to the End User's Site including for the purpose of installation and use of the TALKTECH Equipment at the Client's Site and/or at the End User's Site.
- 13.2 TALKTECH agrees to observe the Client's and the End User's reasonable Site safety and security requirements.
- 13.3 The Client agrees to provide and agrees to take reasonable steps to ensure that the End User provides a suitable and safe working environment for TALKTECH at the Client's Site and/or the End User's Site. The Client agrees to indemnify TALKTECH against all loss, damages, liabilities, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against TALKTECH if the Client is in breach of this sub-clause. The limitation of liability provisions of this Agreement do not apply to this indemnity.
- 13.4 It is the responsibility of the Client or End User to carry out any making good or decorator's work required but TALKTECH accepts responsibility for any property damage caused by TALKTECH's negligence subject to the limitation of liability provisions of this Agreement.

14. Charges

- 14.1 The Client shall pay to TALKTECH the Installation Charges and Rental and any other charges due under this Agreement. Such charges shall be invoiced quarterly in advance. The first Billing Period shall commence on the Go Live Date.
- 14.2 Where any Go Live Date is delayed at the Client's request or by virtue of the Client's act, neglect or failure to fulfil its obligations hereunder, the Rental for the first Billing Period and Installation Charges for that Service shall be payable no later than the Target Go Live Date for that Service unless otherwise agreed in writing between the Parties.
- 14.3 TALKTECH shall be entitled to increase Rental and other charges payable by the Client after expiry of the Minimum Period from time to time by giving the Client not less than thirty (30) days' prior written notice.