

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

These Service Specific Conditions for Connectivity Services apply in addition to the Wavenet Master Service Agreement (MSA)

### DEFINITIONS:

All definitions from the MSA shall apply to these Service Specific Conditions for Connectivity Services with the additional definitions which shall have the meaning set out below:

**Access Option** means the type of connectivity circuit to be provided such as Broadband Access, Ethernet Access, Cellular Access or Satellite Access, as stated on the Order;

**Allowable Parked Time** means where an Incident is 'parked' (on hold) while Wavenet, the Carrier and/or the Service Provider is seeking further information and/or access from the Customer in order to resume investigation and/or resolution of the Incident once the information or access is received;

**Availability** means as defined and calculated in accordance with paragraph 24;

**Bandwidth(s)** means an amount of data traffic measured in b/s (bits per second) across the inter-connect;

**Bearer** means the maximum Bandwidth an Ethernet Access circuit can support, limited to the Bandwidth;

**Broadband Access** means access to the Wavenet Network over a ADSL, FTTC, SoGEA, SoADSL, FTTP circuit or any technology that replaces broadband in the future together with the corresponding Bandwidth;

**Carrier** means the relevant third party public telecommunications operator and/or third party network service provider, including any mobile network operator and/or mobile service provider;

**Cellular Access** means access to the Wavenet Network over a 4G or 5G cellular connection using a SIM card;

**Change Management** means the process for controlling the lifecycle of all Changes, enabling beneficial operational changes to be made with minimum disruption to the Relevant Services;

**Changes** means the addition, modification or removal of anything operationally that could have an effect on the Relevant Services;

**Clinical Safety Incident** means any unintended or unexpected incident which could have, or did, lead to harm for one or more patients receiving healthcare. Where harm is defined as: death, physical injury, psychological trauma and/or damage to the health or wellbeing of a patient;

**Cloud Connectivity** means, if specified in the Order Form, the connection for the Customer to the Customer's cloud service provider as detailed in paragraph 21; **Cloud Connectivity Services** means, if specified in the Order Form, the connection for the Customer to the Customer's cloud service provider as detailed in paragraph 21;

**Connectivity Network** means the telecommunications network through which the Connectivity Service is provided;

**Connectivity Service** means a data telecommunications service provided by Wavenet to the Customer, including any Equipment provided by Wavenet, but excluding any backup service;

**Content** means all Data, including Personal Data, visual, textual or other information, whether publicly posted or privately transmitted via the Connectivity Services;

**CPE** means customer premises equipment, being the edge router or device that, where applicable, sits immediately

behind the Network Termination Equipment; **Cyber Attack** means an attempt by hackers to damage or destroy a computer network or system

**Data Allowance** means the maximum amount of data the Customer is permitted to use on their Cellular Access service within a specified monthly period;

**DDoS Protection Services** means the Services provided in accordance with paragraph 22;

**DDoS Attack** means a denial of service attack, which is an attack on a computer system or network that causes a loss of service to users, typically the loss of network connectivity and services consuming the Bandwidth of the Connectivity Services or otherwise overloading the resources of the Connectivity Services;

**Demarcation Point** means where the Connectivity Services terminate at the Customer Premises, as referenced in these Service Specific Conditions;

**Direct Internet Access** means the Services provided in accordance with paragraph 18;

**Ethernet Access** means access to the Wavenet Network over a symmetrical ethernet circuit or a Broadband Access circuit configured in a symmetrical manner such as EFM, EoFTTC or EoFTTP, together with the corresponding Bearer and Bandwidth;

**Event Management** means the process for responding to an event and managing the lifecycle of an event in accordance with Wavenet's standard operational procedures; **Excess Construction Charges** mean the additional costs charged by the Carrier and paid by the Customer to install Ethernet Access where the work is over and above normal installation work;

**HSCN** means the Health and Social Care Network, being the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate;

**HSCN Connectivity Services** means a Connectivity Service provided by Wavenet to connect the Customer to the HSCN;

**HSCN Obligations Framework** means the agreement between Wavenet and NHS Digital;

**HSCN Peering Exchange** means the peering exchange provided by a third party Redcentric Solutions Limited that connects all HSCN connectivity suppliers;

**Incident Management** means the process for managing the lifecycle of all Incidents in accordance with these Specific Conditions and Wavenet's standard operational procedures for its Service Desk;

**Incident Response Times** means as referenced in these Service Specific Conditions;

**Incidents** means an unplanned interruption to the Relevant Services or a reduction in the quality of the Relevant Services and includes any failure of Supported Equipment that has not yet affected the Relevant Services;

**Internet Standards** means all relevant existing and future protocols and standards applicable to the use and functioning of the internet, including, without limitation, the following: RFC1009, RFC1122, RFC1123 and RFC1250;

**IP** means internet protocol;

**Latency** means the average one-way data packet transmission time measured in milliseconds between the Demarcation Point and the first PoP in Wavenet Network;

**Managed Equipment** means any CPE or other equipment that is listed in the Order as Managed Equipment for the purposes of these Service Specific Conditions; **Managed SD-**

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

**WAN Overlay** means, if specified in the Order, the services as detailed in paragraph 20;

**Management Platform** means a platform which delivers management, data collection and reporting capabilities and is hosted by either Wavenet or the Vendor; **Measurement Period** means as defined in paragraph 24; **Mobile Network** means the electronic communications system by which the Carrier makes the mobile services available to the Customer and/or End User in the United Kingdom;

**Name** means any name specifically requested by, or allocated to, the Customer for use in relation to the Connectivity Service including any domain name or mailbox name;

**NHS Digital** is the trading name of the Health and Social Care Information Centre (HSCIC), which was established in April 2013 by the Health and Social Care Act 2012 and is the national information and technology partner to the health and care system;

**Network Termination Equipment** means any network termination equipment (together with the software embodied within it) provided by or utilised by Wavenet and/or Service Provider at the end of the circuit connection to the Customer Premises to provide a data connection from the CPE to the Network;

**Packet Loss** means the percentage of packets of data travelling across a network that fail to reach their destination, and is calculated as an average of all test packets sent and received in one month;

**Point to Point Lease Line Service** means a Fibre Ethernet leased line provided by Wavenet in accordance with paragraph 17;

**Problem Management** means carrying out further investigation of a Problem and the process for managing the investigation and lifecycle of all Problems in accordance with these Service Specific Conditions and Wavenet's standard operational procedures for its Service Desk;

**Problems** means a cause of one or more Incidents that has been identified from an Incident or series of related Incidents or other reactive sources (for example arising out of a root cause analysis following a Major Incident but not including any proactive measures such as trend reports) and the cause of which is not usually known at the time the Problem is identified;

**Satellite Receiver** means the outdoor device used to provide Satellite Access that transmits and receives signals to and from satellites;

**Satellite Access** means access to the Wavenet Network over a satellite connection to a Satellite Receiver; **Security Update** means a software update that is released by the Vendor to address a security related issue;

**Service Provider** means any third-party telecommunications service provider from whom Wavenet procures services in order to provide the Connectivity Services under this Contract;

**Service Request** means a formal request from a Customer Representative for a Change and/or something to be provided relating to the Relevant Services;

**Services Equipment** means any apparatus, equipment and cabling including but not limited to the Network Termination Equipment provided by Wavenet (and/or the relevant Carrier and/or Service Provider) at a Customer Premises as an essential part of providing the Connectivity Services under the terms of this Contract, which shall remain the property of Wavenet and/or the relevant Carrier and/or Service Provider;

**Set-Up Charge** means any Charges due for setting up the Connectivity Service, as specified in the Order

**Unavailable** means the time that the Connectivity Services are not available as calculated in accordance with paragraph 24;

**Wavenet Network** means the backbone connectivity infrastructure owned, managed and maintained by Wavenet that interconnects with other Service Provider and Carrier infrastructures to provide the Connectivity Services including HSCN Connectivity Services; and

**Wires Only** means provision of the connectivity only within a WAN, with no managed element provided by Wavenet, as referenced in these Service Specific Conditions.

### 1. INSTALLATION AND LIMITATIONS

- 1.1. The Customer accepts that there may be a temporary loss of and/or interference to the Customer's telephone services or other telecommunications services during installation of the Connectivity Service (and/or any related Equipment) at the Customer Premises by Wavenet or its Supplier. Neither Wavenet or its Supplier shall have any Liability to the Customer or any third party in relation to such temporary loss of and/or interference
- 1.2. Telephone socket extensions at the Customer Premises that are incorrectly wired may be disconnected by Wavenet during installation, without incurring liability to the Customer. If Customer requires, and Wavenet agrees to perform or procure the performance of any re-wiring and/or reconnection, the Customer shall be charged additional Charges for such re-wiring and/or reconnection
- 1.3. The Customer accepts that the actual speed of the ADSL Service cannot be guaranteed and will depend on a number of factors including:
  - 1.3.1. the quality of the line, environmental noise and the distance from the local exchange;
  - 1.3.2. the number of other users using the line and local exchange when the ADSL Service is being used; and
  - 1.3.3. any traffic management measures put in place by Wavenet and/or the Supplier
- 1.4. Any new circuit connection will be installed in accordance with the details set out in the Order and in accordance with the Service Specific Conditions for Advisory, Professional and Project Services.

### 2. CHARGES

- 2.1. Wavenet may invoice the Customer for the Set-Up Charge at any time on or after the Start Date
- 2.2. Wavenet may invoice the Customer for the Monthly Recurring Charges at any time on or after the Start Date and each month thereafter, unless otherwise stated in the Order
- 2.3. Additional and supplemental work may be required to provide the Connectivity Service, and the Customer shall pay the additional amounts specified in the Order, or otherwise the applicable Charges invoiced to the Customer, relating to any:
  - 2.3.1. abortive visits where Wavenet or the Supplier is unable to gain suitable access to

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

the Customer Premises to carry out a survey or install the Connectivity Service

- 2.3.2. information provided by the Customer, which is illegible, inaccurate or incomplete
- 2.3.3. reported fault which relates to the Customer Equipment
- 2.3.4. relocation of the existing telephone master socket to provide the Connectivity Service

2.4. Notwithstanding termination of this Agreement, the Customer will be liable for the Monthly Recurring Charges and all other Charges incurred in the event of the Customer's continued use of the Connectivity Service after the date of termination

### 3. SUSPENSION

- 3.1. Without prejudice to any of Wavenet's other rights and remedies, Wavenet may on notice to the Customer disconnect any or all of the Connectivity Services or suspend performance of any or all of its obligations under this Agreement, without liability to the Customer, in the following circumstances:
  - 3.1.1. if any licence or permission to operate or use the Connectivity Network or any part of it is revoked or terminated for any reason
  - 3.1.2. if the operation of the Connectivity Network is terminated or if the provision of the Connectivity Service to Wavenet is discontinued for any reason
  - 3.1.3. if the Customer permits any action which, in Wavenet's reasonable opinion, will or may jeopardise the operation of the Connectivity Services or the Connectivity Network
  - 3.1.4. if Wavenet reasonably suspects the Connectivity Services are being used in a manner prejudicial to the interests of the Customer or Wavenet
  - 3.1.5. If Wavenet cannot guarantee that the Customer will remain the owner of any telephone number or any feature of a line following disconnection of the Connectivity Service
- 3.2. Wavenet may also suspend all or part of the Connectivity Services, or performance of any or all of its obligations this Agreement without liability to the Customer in the following circumstances:
  - 3.2.1. during any technical failure, modification, repair, testing or maintenance of the Connectivity Network or other Equipment, or in the case of emergency
  - 3.2.2. if the operation of the Connectivity Network is suspended or if the provision of the Connectivity Service to Wavenet is suspended for any reason
- 3.3. If any suspension of the Connectivity Service results from the Customer's breach of this Agreement then, prior to re-connection, Wavenet may demand a refundable deposit from the Customer, equal to one quarter of the annual rental fee. Upon re-connection of the Connectivity Service, a charge of £150 may also be levied, at Wavenet's absolute discretion

### 3.4. TERMINATION

If the Customer cancels an ordered Connectivity Service or any part of it, notwithstanding that such Order has only been provisionally accepted by Wavenet, the Customer shall reimburse Wavenet for any and all costs incurred in preparing to deliver the Connectivity Service to the Customer, in addition to any Early Termination Charge. Wavenet will take all reasonable steps to mitigate any such costs. Where the Customer cancels an installation then the Early Termination Charge may include the cost of lost revenue incurred by Wavenet or its Third Party Contractors, in re-allocating staff who would have otherwise been engaged in the Customer's installation where Wavenet is unable to re-allocate such staff at short notice. If a survey of the Customer Premises has been carried out, the Customer shall pay to Wavenet the cost of all survey charges in full. If the Connectivity Service includes any Excess Construction Charges, such charges will be payable in full by the Customer upon cancellation of an ordered Connectivity Service. If Wavenet has provided the Customer with any Equipment the Customer shall return such Equipment to Wavenet immediately in full working order at the Customer's cost

- 3.5. Where the Customer is a Domestic or Small Business Customer within the definition of the Ofcom Regulations (being a Customer that employs ten employees or less) upon the expiry of the Initial Term, unless the Customer provides written notice to terminate the Agreement in accordance with clauses 3.2 and 18.3 of the MSA, this Agreement will auto renew for successive 90 day periods, until terminated in accordance with clauses 3.2 and 18.3
- 3.6. Wavenet reserves the right to charge a fee of £40.00 per service to cover administration and porting costs

### 4. USE OF THE SERVICES

- 4.1. The Customer agrees:
  - 4.1.1. not to knowingly intercept or attempt to intercept any message that passes over the Connectivity Network;
  - 4.1.2. not to knowingly or recklessly send any message or virus through the Connectivity Network which causes or is likely to cause any harm to Wavenet, the Supplier, any communications systems and/or customer of Wavenet or the Supplier
- 4.2. The Customer shall only use the Connectivity Service in accordance with:
  - 4.2.1. the Acceptable Use Policy, which the Customer shall read prior to commencing use of the Connectivity Service;
  - 4.2.2. the Internet Standards and applicable policies of the Connectivity Network
- 4.3. If use of the Connectivity Service by the Customer breaches this Agreement, or if the Customer makes use of the Connectivity Service to the detriment of Wavenet, the Supplier and/or customers of Wavenet or the Supplier, Wavenet reserves the right to restrict the Customer's access to the Connectivity Service until the Customer gives Wavenet an acceptable undertaking as to its future

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

use. For the avoidance of doubt, it shall be irrelevant whether or not the Customer was aware of the breach

- 4.4. The Customer's use of IP Multicast (sending internet protocol datagrams to a group of interested receivers in a single transmission) using the Connectivity Service is prohibited, other than with the express prior written consent of Wavenet, and then only by means provided and co-ordinated by Wavenet
- 4.5. The Customer shall procure that all Authorised Users of the Connectivity Service comply with the terms of this clause 4 and any other obligations of the Customer in connection with the Customer's use of the Connectivity Service
- 4.6. Wavenet and the Supplier may, without notice to the Customer, review or record usage of the Connectivity Service to verify the Customer's compliance and Wavenet may suspend or disconnect the Customer's access to the Connectivity Service without liability if it reasonably suspects that the Customer has breached, this clause 4 and/or any other relevant terms for use of the Connectivity Service

### 5. THIRD PARTY NETWORK CONNECTIONS

If the Customer wishes to connect the Connectivity Network to other wide area networks the Customer must seek Wavenet's prior written consent before doing so

### 6. NAME, INTELLECTUAL PROPERTY RIGHTS AND IP ADDRESSES

- 6.1. The Customer warrants and represents that it is the owner of, or that it has been and is duly authorised by the owner to use, all rights in each Name
- 6.2. The Customer acknowledges that Wavenet cannot guarantee that any Name will be available and/or approved for use
- 6.3. If a Name infringes any third-party rights (including, without limitation, any Intellectual Property Rights) or is illegal, offensive or immoral, or in Wavenet's opinion there are reasonable grounds for Wavenet to believe that this is the case, Wavenet may require the Customer to select a replacement Name. Until the Customer provides Wavenet with a replacement name:
  - 6.3.1. Wavenet may suspend the Connectivity Service
  - 6.3.2. the Customer shall not use the Name in connection with the Connectivity Service or any other Services and/or Equipment provided by Wavenet or its Supplier
- 6.4. If the Connectivity Service includes the registration of a Name on behalf of the Customer, the Customer acknowledges and agrees that:
  - 6.4.1. Wavenet does not represent, warrant or guarantee that any Name applied for will be available and/or capable of being registered on behalf of the Customer or that the use of such Name will not infringe any third party rights or be illegal, offensive or immoral. Accordingly, the Customer should take no action in respect of the Name until it has been notified by Wavenet that the requested Name has been duly registered.

Wavenet shall have no liability relating to the Customer or any third party for any action taken by the Customer prior to the Customer being notified such registration

- 6.4.2. the registration of the Name and its ongoing use by the Customer is subject to the relevant naming authority's terms and conditions of use and the Customer undertakes to comply with the naming authority's terms and conditions. The Customer hereby irrevocably waives any claim against Wavenet in respect of any act or omission of a naming authority and, without limitation, the Customer acknowledges and agrees that any administration or other charge paid by the Customer in respect of the application to and/or registration or maintenance of a Name is non-refundable in any event
- 6.4.3. Wavenet accepts no liability to the Customer or any third party with regard to the Customer's use of a Name. The Customer hereby indemnifies Wavenet against any and all claims or fines, howsoever arising, as a result of the Customer's use of the Name together with any associated legal costs incurred by Wavenet in defending any such claim or fine on an indemnity basis. Any dispute arising between the Customer and any third party regarding a Name must be resolved by the Customer and Wavenet shall have no obligation to assist the Customer with any such dispute
- 6.4.4. Wavenet reserves the right to either suspend or cancel the Customer's Connectivity Service at its absolute discretion, upon notice of any such Name dispute, and to make such representations to the relevant naming authority as Wavenet deems appropriate
- 6.5. Wavenet retains the right to withhold any domain name tag change until all sums payable under this Agreement are paid in full by the Customer
- 6.6. If the Customer fails to move a domain name registered by Wavenet to another internet service provider within one (1) month of termination of the Connectivity Service, Wavenet may terminate the domain name with the applicable domain name authorities, registries and registrars
- 6.7. The Customer shall not be entitled to use the trademarks, trade names, domain names, business names, logos or other proprietary identifying marks of Wavenet or the Supplier without Wavenet or the Supplier's prior written consent
- 6.8. Any IP addresses supplied by Wavenet or its Supplier is licensed to the Customer on a nonexclusive, non-transferable, revocable basis for use only in conjunction with the Connectivity Services
 

and will remain the property of Wavenet or its Supplier. Following disconnection of the Connectivity Service any such IP addresses may be re-assigned to the Supplier or a third party. The Customer's licence to use the supplied IP addresses will automatically terminate upon termination of the Connectivity Service, and the Customer shall not make any further use of the IP addresses. Wavenet reserves the right to charge the Customer a fee for any IP addresses supplied by Wavenet or its Supplier

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

### 7. CONFIGURATION VARIATION

Wavenet reserves the right to vary the configuration of the Connectivity Network, the Equipment, and any applicable access codes, at any time. Wavenet shall inform the Customer of such variations if deemed necessary and where reasonably practicable. Wavenet cannot guarantee the continuing availability of any item which may be dependent upon Wavenet's Supplier

### 8. INTERNET USE

- 8.1. The Connectivity Service may be used by the Customer to link into web sites, resources or networks worldwide. Wavenet does not accept any liability, responsibility or makes any endorsement of the content, goods and/or services offered by such websites, resources or networks. It is the Customer's sole responsibility to comply with the terms and conditions and/or acceptable use policies of such websites, resources and networks
- 8.2. Where internet access forms part of the Connectivity Service, the Customer agrees that:
  - 8.2.1. all Content is the sole responsibility of Customer;
  - 8.2.2. the Customer is entirely responsible for all Content uploaded, downloaded, emailed or otherwise transmitted via internet access;
  - 8.2.3. all dealings with, and interests in, promotions, services or merchants found by the Customer using the Connectivity Service, unless otherwise stated, are solely between the Customer and the organisation or legal entity providing such merchants, promotions and/or services; and
  - 8.2.4. access to secure financial transactions will be dependent on the type of hardware and the third party supplier of content subscribed to by the Customer and does not form part of the Connectivity Service unless specifically referred to in the Order.

### 9. CONTENT

- 9.1. The Customer shall fully indemnify Wavenet against any claim by a third party that Wavenet's installation, use, transmission, storage, possession or accessing of the Equipment, end user Content, material or any Software in accordance with this Agreement and/or provided by the Customer in connection with the Connectivity Service infringes any third party rights
- 9.2. The Customer is responsible for management of the content stored on, or transmitted by means of, the Connectivity Service including selection and use of the security features and options that Wavenet provides as part of the Connectivity Service

### 10. LIABILITY

- 10.1. In the event that the Customer experiences interruption or delay to the Connectivity Service(s) for a period longer than 48 hours, then except as otherwise provided in this Agreement, Wavenet accepts liability to the Customer limited to the applicable service level rebates or credits (where service level rebates or credits have been agreed).

Where there is no applicable service level rebate or credit, Wavenet limits its liability to an amount equal to the Charges paid for the Connectivity Services for the period of the interruption or delay, as determined by Wavenet

- 10.2. Except as expressly and specifically provided in this Agreement:
  - 10.2.1. The Customer assumes sole responsibility for results obtained from the use of the Connectivity Services and any Software, and for conclusions drawn from such use. Wavenet shall have no liability to the Customer or any third parties for any damage caused by errors or omissions in any information or instructions provided to Wavenet by the Customer in connection with the Connectivity Services and/or any Software, or any actions taken by Wavenet at the Customer's direction
  - 10.2.2. the Connectivity Services and Software are provided to the Customer on an "as is" basis and, except as set out herein, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement
  - 10.2.3. Wavenet shall have no liability to the Customer or any third parties for:
    - 10.2.3.1. any and all problems, delays, delivery failures and all other loss or damage or costs or expenses incurred by the Customer arising from or caused by the Customer's System; Customer Equipment; the Customer's network; the Customer's failure to maintain internet connectivity or any breach of the Customer's obligations under this Agreement; or
    - 10.2.3.2. any loss of, or damage to, the customer's System caused by any third party (except those third parties subcontracted by Wavenet to perform any of the Services).

### 11. BROADBAND ACCESS

- 11.1. Broadband Access will be provided by Wavenet to the Customer Premises specified in the Order.
- 11.2. Except where otherwise expressly stated in the Order, Broadband Access does not include the provision of any modems or other Services Equipment.
- 11.3. The Customer acknowledges that, in order to use Broadband Access, the Customer may need an existing telephone line (if not expressly agreed to be provided by Wavenet under this Agreement) and a personal computer of a minimum specification suitable for Broadband Access. The Customer is responsible for ensuring that compatible cables and extension leads are used to and from its telephone sockets, modems and personal computers in order to use Broadband Access.

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

- 11.4. The Customer acknowledges that the speed of any Broadband Access depends on a number of factors including, but not limited to, distance from the exchange, local availability and line capability. Wavenet shall have no liability to the Customer whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise if the Customer's line does not produce the maximum speed advertised or otherwise referred to.
- 11.5. In circumstances where the Customer receives only Broadband Access from Wavenet, the Customer remains responsible for making payment to the Customer's fixed line telephony services provider for all rental charges relating to the Customer's relevant telephone line (together with any repair and maintenance charges) and all call charges from the Customer's fixed line telephony service provider.

### 12. ETHERNET ACCESS

- 12.1. Ethernet Access will be provided by Wavenet to the Customer Premises specified in the Order.
- 12.2. Except where otherwise expressly stated in the Order, Ethernet Access does not include the provision of any Services Equipment.
- 12.3. During installation, should the Carrier identify that Excess Construction Charges apply, the Customer may choose to either:
- (a) agree to be billed the Excess Construction Charges by Wavenet and proceed with the install; or
  - (b) cancel the installation of the circuit at this site, including terminating any associated service related to this circuit only.
- 12.4. If applicable, Excess Construction Charges will be payable by the Customer in addition to any other Charges.
- 12.5. Wavenet will not be liable for any delays caused by Excess Construction Charges, associated approval processes, or refusal by the Customer to accept the Excess Construction Charges.

### 13. CELLULAR ACCESS

- 13.1. Where identified in the Order that Wavenet is providing Cellular Access, Wavenet will provide a SIM or eSIM with an associated Data Allowance which can be used on a Mobile Network within specified territories, or if no territory is specified, the United Kingdom.
- 13.2. Wavenet may vary, withdraw or change the price of the Cellular Access with no less than 30 (thirty days) days' notice to the Customer. The Customer may terminate this Agreement in relation to that part of the Services which are affected if the variation is detrimental to the Customer.
- 13.3. The Customer acknowledges and accepts that Cellular Access may not be continuously available in whole or part and/or the quality of all or any of the service may vary including when the CPE is in an area not covered by the Carrier's network.
- 13.4. Where it is specified on the Order that the Cellular Data Access includes a Data Allowance:

- 13.4.1. the Data Allowance is measured on monthly basis;
  - 13.4.2. the Data Allowance period may not run concurrently with the billing period;
  - 13.4.3. any use of the Cellular Data Access which is more than the Data Allowance will be billed to the Customer based on usage.
- 13.5. The Customer shall report lost or, stolen SIMs, or improper or illegal use of SIMs to Wavenet immediately and the Customer will be liable for all Charges until the point at which Wavenet cancels the affected SIMs following the Customer's notification.
- 13.6. The Customer acknowledges that usage of certain Cellular Access features (e.g., data roaming and voice services) may be expensive. Any Charges relating to use which is not covered by the Order will be calculated and invoiced to the Customer. Additional Charges will be based upon call and billing data recorded by Wavenet or the Carriers.
- 13.7. Wavenet and/or the Carrier owns each SIM and each SIM remains their property at all times. The Customer is hereby granted a limited licence to use the SIM to enable the Customer to access the Cellular Access, in accordance with the terms of this Agreement. Wavenet may recall any SIM at any time, including for upgrades, modifications, misuse or when the Agreement terminates in whole or part. The Customer and any End User is only authorised to use the SIM to obtain the Mobile Data Access.

### 14. SATELLITE ACCESS

- 14.1. Where identified in the Order that Wavenet is providing Satellite Access, Wavenet will provide internet connectivity with an associated Data Allowance to a Satellite Receiver via a satellite connection.
- 14.2. Wavenet may vary, withdraw or change the price of the Satellite Access with no less than 30 (thirty days) days' notice to the Customer. The Customer may terminate this Agreement in relation to that part of the Services which are affected if the variation is detrimental to the Customer.
- 14.3. The Customer acknowledges and accepts that Satellite Access may not be continuously available in whole or part and/or the quality of all or any of the service may vary including when the Satellite Receiver is in an area not covered by the Carrier's satellite network.
- 14.4. Where it is specified on the Order that the Satellite Access includes a Data Allowance:
- 14.4.1. the Data Allowance is measured on monthly basis;
  - 14.4.2. the Data Allowance period may not run concurrently with the billing period;
  - 14.4.3. any use of the Satellite Access which is more than the Data Allowance will either:
    - (a) have performance throttling implemented; or
    - (b) be billed to the Customer based on usage.

### 15. CUSTOMER OWNED EQUIPMENT

- 15.1. Any equipment connected to the Connectivity Services by the Customer must be:
- 15.1.1. technically compatible with the Connectivity Services and not harm Wavenet Network, the

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

Connectivity Services, the Services Equipment or any third party's network or equipment;

15.1.2. connected and used in line with any relevant instructions or standards including, in the order of precedence set out below:

15.1.2.1. any legal requirements imposed upon the parties including requirements arising from General Condition 2 set under section 45 of the Communications Act 2003;

15.1.2.2. any relevant specification notified by OFCOM in implementation of the recommendations of the Network Interoperability Consultative Committee;

15.1.2.3. any recommendations by the European Telecommunications Standards Institute; and

15.1.2.4. any recommendations by the Telecommunications Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee) of the International Telecommunication Union.

15.2. The Customer agrees to connect the CPE and other equipment to the Connectivity Services only by using the Network Termination Equipment provided by Wavenet with the Connectivity Services.

15.3. All Services Equipment remains the property of Wavenet at all times.

15.4. The Customer agrees:

15.4.1. to prepare the Customer Premises and provide a suitable place, conditions, connection points and electricity for the Services Equipment at the Customer Premises in accordance with Wavenet's reasonable instructions, if any;

15.4.2. to obtain all necessary consents, including for example, consents for any necessary alterations to buildings, permission to cross other people's land or permission to install the circuit connection and/or Services Equipment on their property; and

15.4.3. at its own cost, to return any Services Equipment within thirty (30) days (unless otherwise agreed) of request from Wavenet on the termination of this Agreement. If the Services Equipment is not returned in accordance with this clause, the Customer must pay Wavenet an amount equal to the Vendor full list price of any Services Equipment not returned.

15.5. During the Term, the Customer is responsible for the Services Equipment and agrees to take reasonable steps to ensure that nobody (other than someone authorised by Wavenet) adds to, modifies or in any way interferes with it. The Customer will be liable to Wavenet for any loss of or damage to the Services Equipment, except where such loss or damage is due to fair wear and tear or is caused by Wavenet, or anyone acting on Wavenet's behalf.

15.6. The Customer shall not move any Services Equipment at the Customer Premises, without Wavenet's prior approval (not to be unreasonably withheld or delayed).

### 16. MANAGED EQUIPMENT

16.1. Where identified in the Order that Wavenet will provide Managed Equipment, it will;

16.1.1. provide delivery of the CPE to a location specified by the Customer;

16.1.2. preconfigure the CPE with basic configuration to enable it to connect to the Wavenet Network and include installation directions (where applicable);

16.1.3. provide software and configuration support by telephone;

16.1.4. complete basic diagnosis with the aim of identifying the reason for any event raised by monitoring and, where appropriate, take action to mitigate performance degradation or outages;

16.1.5. provide Incident Management for any incidents raised by Event Management or by the Customer for the Managed Equipment;

16.1.6. where specified on the Order that Wavenet is providing an "Enhanced" managed service, continuously monitor the Managed Equipment and provide Event Management for any alerts raised by this monitoring;

16.1.7. update the firmware or software for the Managed Equipment to address Security Updates identified by Wavenet or reasonably requested by the Customer. If the Customer requires the update to be deferred or rescheduled or supported outside of Normal Working Hours additional charges may apply, which Wavenet will notify to the Customer in advance of being incurred; and

16.1.8. collate configuration backups pre- and post-implementation of a Change to the Managed Equipment insofar as this can be reasonably supported by the Vendor technology and management toolset.

16.2. In the event that the Customer raises an incident it shall, at the time of raising the incident, provide the following information to Wavenet:

(a) details of the affected site(s), including the post code;

(b) a clear and accurate description of the incident giving rise to the fault;

(c) the time the fault occurred;

(d) confirmation of whether the Incident is persistent;

(e) a description of how power at the site is monitored and checked;

(f) confirmation that there is power feeding into the CPE and/or connected routers;

(g) confirmation as to whether the CPE has been re-booted and if so, the time and result;

(h) the affected number of users; and

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

- (i) any photographs of the affected CPE that may assist Wavenet with troubleshooting the Incident.

16.3. Wavenet will not be responsible for, or liable to the Customer for any cessation of, or for any loss or disruption to connectivity and any data that arises in relation to any connection provided by a third party supplier or telecommunication services operator, including (but not limited to) where such third party connection is connected to a CPE.

16.4. All CPE provided as part of the Connectivity Services is Services Equipment for the purposes of this Agreement.

### 17. POINT TO POINT LEASED LINE SERVICES

17.1. When a Point to Point Lease Line Service is specified in the Order, Wavenet will provide a Leased Line delivered 'point to point' between those Customer Premises identified in the Order for the Point to Point Leased Line Service.

17.2. The Point to Point Leased Line Service will also include a break-out for general access to the internet, unless otherwise agreed.

17.3. The Point to Point Leased Line Services will not share infrastructure with Wavenet Network and will be delivered as a standalone service that will not be monitored by Wavenet.

### 18. DIRECT INTERNET ACCESS

18.1. Unless otherwise stated in the Order, Wavenet will provide all Connectivity Services as Direct Internet Access which will include:

- 18.1.1. the Access Option stated in the Order;
- 18.1.2. the corresponding Bandwidths;
- 18.1.3. the additional resiliency options stated in the Order (if any); and
- 18.1.4. breakout to allow for general access to the internet.

18.2. The Direct Internet Access will be provided by Wavenet from Wavenet Network to those Customer Premises stated in the Order for Direct Internet Access. Except where otherwise expressly stated in the Order, the Direct Internet Access does not include the provision of any modems or other Services Equipment.

18.3. The Direct Internet Access may share infrastructure with Wavenet Network and/or that of other Service Providers.

18.4. The Customer acknowledges that the Direct Internet Access is provided from infrastructure that is shared by other users and Wavenet owes a duty to these users as a whole to preserve its network integrity and avoid network degradation. If, in Wavenet's reasonable opinion, Wavenet believes that the Customer's use of the Direct Internet Access is in breach of the Acceptable Use Policy or otherwise has or may adversely affect such network integrity or may cause network degradation, Wavenet may change the Customer's chosen access rate or manage the Customer's Internet Access as Wavenet sees fit in the circumstances.

### 19. WAN CONNECTIVITY SERVICES

#### MPLS

19.1. Where stated in the Order that Wavenet is providing MPLS connectivity, it will include:

- 19.1.1. a core network comprised of MPLS;
- 19.1.2. the Access Option(s) stated in the Order together with the corresponding Bandwidths and Bearers for the Access Option(s) selected, where applicable; and
- 19.1.3. the additional resiliency options stated in the Order (if any).

19.2. Where expressly identified in the Order, the MPLS will in addition include:

- 19.2.1. internet connectivity; and
- 19.2.2. a centrally hosted firewall to be managed in accordance with the Service Specific Conditions for Managed Services.

#### MPLS Access Types

#### 19.3. Wires Only

19.3.1. Where stated in the Order that Wavenet is providing a Wires Only solution, Wavenet will provide only the circuit connection to the Customer Premises as stated in the Order.

19.3.2. Any routers and other CPE are to be provided, installed and maintained by the Customer.

19.3.3. The Demarcation Point at the Customer Premises for the Wires Only Connectivity Services will be the interface of the external circuit connection with the Network Termination Equipment.

#### 19.4. Wires and Managed Equipment

19.4.1. Where stated in the Order that Wavenet is providing a wires and Managed Equipment solution, Wavenet will:

- 19.4.1.1. provide the circuit connection to the Customer Premises as stated in the Order; and
- 19.4.1.2. provide the Managed Equipment as set out in the Order, such Managed Equipment remaining owned by Wavenet, unless otherwise stated in the Order.

19.4.2. The Demarcation Point at the Customer Premises for wires and Managed Equipment will be the internal LAN interface port on the CPE.

### 20. MANAGED SD-WAN OVERLAY

20.1. Where specified in the Order that Wavenet is providing Managed SD-WAN, Wavenet will:

- 20.1.1. resolve Incidents in accordance with the Incident Management process;
- 20.1.2. investigate Problems in accordance with the Problem Management process;
- 20.1.3. implement Changes in accordance with the Change Management process;
- 20.1.4. maintain a configuration management database in relation to the Managed SD-WAN Overlay and update the stored configuration items on a regular basis;

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

20.1.5. monitor the Managed Equipment and the configuration and interconnections of such Managed Equipment and in particular will continuously monitor the Managed Equipment and provide Event Management for any alerts raised by this monitoring;

20.1.6. upon identification of a Security Update being made available by the Vendor, update the firmware or software for the Managed Equipment identified by Wavenet or requested by the Customer. Any updates will be agreed with the Customer before being applied in accordance with Change Management and the Customer will not unreasonably withhold or delay agreement. Any updates or upgrades requested by the Customer as a Service Request will incur additional cost on a time and materials basis, which will be agreed with the Customer prior to such work being completed.

20.1.7. provide a report with details on:

- 20.1.7.1. performance; and
- 20.1.7.2. utilisation.

20.1.8. The reporting referred to in paragraph 17.17 will be generated using the native capability of the Customer's segregated software environment within the Management Platform and as such is subject to the Customer's available licence and subject to change without notice.

20.2. Where specified in the Order that Wavenet is providing "SD-WAN Overlay IPS Reporting", Wavenet will at the frequency stated in the Order, provide a report of threats detected and blocked by the IPS components of the Managed Equipment.

20.3. The Demarcation Point at the Customer Premises for the Managed SD-WAN will be the internal LAN interface port on the CPE.

20.4. Where specified in the Order that Wavenet is providing a Dedicated Management Platform, Wavenet will provide a Management Platform which is dedicated to the Customer's use.

### 21. CLOUD CONNECTIVITY SERVICES

21.1. Where stated in the Order that Wavenet is providing Cloud Connectivity Services, it will provide a private direct connection either from the Customer's WAN or from the Customer's Premises as set out in the Order to the Customer's cloud service provider (e.g. Amazon Web Services (AWS) or Microsoft Azure) as stated in the Order that will include:

- 21.1.1. the Access Option(s) stated in the Order together with the corresponding Bandwidths;
- 21.1.2. the additional resiliency options stated in the Order (if any);
- 21.1.3. the port connection options into the Customer's cloud service provider; and
- 21.1.4. the Managed Equipment (if any) as set out in the Order, such Managed Equipment

remaining owned by Wavenet, unless otherwise stated in the Order.

### 22. DDoS PROTECTION SERVICES

22.1. Where stated in the Order that DDoS Protection Services are being provided, Wavenet will:

22.1.1. work with the Customer to configure a policy specific to the Customer to attempt to automatically detect a suspected DDoS Attack and re-route the Customer's traffic to Wavenet's mitigation infrastructure;

22.1.2. during a suspected DDoS Attack, use reasonable endeavours to automatically reroute the Customer's traffic to the mitigation infrastructure; filter legitimate traffic from DDoS Attack traffic and forward what is believed to be legitimate traffic, whilst suspected DDoS Attack traffic is discarded by the mitigation infrastructure;

22.1.3. monitor any alerts generated by the Managed Equipment regarding any potential or suspected DDoS Attack that indicate a suspected DDoS Attack but have not triggered automatic re-routing and notify the Customer of any such alerts and manage such alerts in accordance with paragraph 22.1.4 and in accordance with Wavenet's Incident Management process; [to be stated on the Order IP address ranges to be protected, bandwidth protected (mbps)]

22.1.4. during a suspected DDoS Attack where automatic re-routing has not occurred and, following notification by Wavenet to the Customer in accordance with paragraph 19.1.3, where it is agreed between Wavenet and the Customer that a DDoS Attack is taking place, use reasonable endeavours to manually re-route the Customer's traffic to Wavenet's mitigation infrastructure;

22.1.5. where re-routing has occurred, and the Customer believes that either legitimate traffic is being discarded or DDoS Attack traffic is being forwarded, use reasonable endeavours to investigate and reconfigure the policy to address this in accordance with Wavenet's Incident Management process; and

22.1.6. provide a mitigation report following the occurrence of a suspected DDoS Attack within 5 (five) Business Days, stating the attack size and mitigation measures implemented by the DDoS Protection Services.

22.2. Wavenet makes no representation that the DDoS Protection Services will withstand or mitigate the effects of any or all DDoS Attack traffic, will not block or affect any legitimate traffic, or will prevent denial of access to any service of the Customer.

22.3. Unless expressly stated otherwise in the Order, the provision of DDoS Protection Services is dependent on Wavenet providing the connections over which the Customer's legitimate traffic is normally routed to the Customer as part of the Connectivity Services pursuant to this Contract. If for any reason Wavenet ceases to provide the relevant Connectivity Services to the Customer, the DDoS Protection

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

Services shall terminate with immediate effect and without liability for Wavenet.

### **23. SERVICE LEVELS**

#### **23.1. Incident Management**

Wavenet will provide Incident Management for Connectivity Services in accordance with the Service Levels set out the Service Specific Conditions for Supporting Services.

#### **23.2. Broadband Access Target Resolution Times for Faults**

23.2.1. Incident resolution for Broadband Access will be provided by the relevant Carrier during the hours of support set out at Table 1 below. The Incident classification matrix set out below outlines the description, resolution and

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

scheduled updates frequencies for the associated Incident priorities for Broadband Access only, as provided by the relevant Carrier.

**Table 1: Broadband Access - Carrier Target Resolution Times by Priority Level**

Care Level	Carrier				Requirement
	Hours of Support	BT Wholesale	TalkTalk Business	Exclusions	
<b>Standard Care</b>	Normal Working Hours	40 WH	48 WH	Regional public and bank holidays. Allowable parked times	Included
<b>Enhanced Care</b>	24 x 7	20 CH	24 CH	Allowable Parked Time	Optional
<b>Premium Care</b>	24 x 7	7 CH	N/A	Allowable Parked Time	Optional

CH = Clock Hour (i.e. regular full day round-the-clock hours) WH = Normal Working Hours

**23.3 Standard Care:** To the extent this level of care is stated in the Order, Wavenet will use its reasonable endeavours to procure that the Carrier acknowledges the fault upon receipt and clears the fault within the time set out in Table 1 above. Engineer appointments to Customer Premises are available 0800-1800 Monday to Saturday (excluding Regional Public and Bank Holidays).

**23.4 Enhanced Care:** To the extent this level of care is stated in the Order, Wavenet will use its reasonable endeavours to procure that the Carrier acknowledges the fault upon receipt and clears the fault within the time specified in Table 1 above. Engineer appointments to site are available 0800-1800 Monday to Sunday (including Regional Public and Bank Holidays). Out of hours engineering visits to the Customer Premises may be used at the Carrier's discretion to complete a repair if unrestricted access is available.

**23.5 Premium Care:** To the extent this level of care is stated in the Order, Wavenet will use its reasonable endeavours to procure that the Carrier acknowledges the fault

upon receipt and clears the fault within the time specified in Table 1 above. If diagnostics indicate a fault and an engineer is required on site, then the Carrier will aim to fix any fault within 7 (seven) hours from the start time of the agreed appointment slot, excluding any Allowable Parked Time.

Out of hours engineering visits to site may be used at the Carrier's discretion to complete a repair if unrestricted access is available.

### 24. ETHERNET ACCESS TARGET RESOLUTION FOR FAULTS

24.1. The Incident classification matrices set out in Table 2 and 3 below outline the description and target resolution times for the associated Incident priorities.

**Table 2**

	Priority Level	Target Resolution Time
P1	Critical	4 hours
P2	High	8 hours
P3	Normal	48 hours
P4	Minor	4 Business Days

**Table 3**

	Priority Level	Examples
P1	Critical Incident	Significant revenue, operational or safety impact on the Customer. A total loss of Service affecting a single Customer Premises or multiple departments or business functions of the Customer. A Service is significantly degraded affecting the entire Customer organisation.
P2	High Risk Incident	A total loss of a Service affecting a single department or business function of the Customer. A Service is degraded or impacted affecting multiple departments or a single Customer Premises.

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

P3	Medium Risk Incident	A Service is degraded or impacted affecting a single department or business function of the Customer. A Service is degraded or a total loss of Service for an individual End User.
P4	Minor Incident	Any incident not classified as a P3 or above.

24.2. Where the fault lies with the Service Provider, Wavenet shall use its reasonable endeavours to procure that the Service Provider acknowledges and clears the fault within the target resolution time set out in Table 2 above, excluding any Allowable Parked Time. However, the Service Provider's target resolution times will prevail and Wavenet's target resolution times will be placed on hold for any third party fix.

24.3. Where the fault is found to lie with the CPE Wavenet will use its reasonable endeavours to replace the CPE on the next business day or in line with the supplied breakfix service level agreement.

### 25. AVAILABILITY SLA

25.1. Wavenet will assign an availability category ("Site Category") to each Customer Premises determined by the Service and configuration.

25.2. The Site Category will, if applicable, be specified on the Order. Where no Site Category is specified on the Order, no service level agreement applies in respect of that Service.

25.3. The target minimum Service Availability is as set out in Table 4 below. Service Availability is calculated in accordance with paragraph 24.1. The target minimum Service Availability depends on the Access Options and/or resiliency options chosen by the Customer.

**Table 4**

Type	Site Category	Target Service Availability (Mthly)
Resilient	Cat A+	99.999%
	Cat A	99.995%
	Cat B	99.99%
	Cat C	99.95%
Standard	Cat D	99.93%
	Cat E	99.85%

	Cat F	99.80%
	Cat G	97.00%
Non Standard	NS	As per Order Form

25.4. Service Availability for Direct Internet Access and WAN access circuits is measured on the Uptime of the Customer Premises, based on the availability of the circuit(s) terminating into the CPE at the Customer Site.

25.5. Service Availability for Cloud Connectivity is measured from the interface on Wavenet's routers or CPE to the interface at the cloud service provider PoP.

### 26. WAN NETWORK PERFORMANCE

26.1. Network performance service levels apply to Wavenet on network traffic. The standard network performance service levels measures performance on Wavenet Network and does not include the Customer's access to Wavenet network.

26.2. Network performance applies to traffic within the UK only for WAN networks connected to Wavenet UK PoPs.

26.3. The specific targets for network performance are as set out below, unless otherwise specified in the Order:

Performance Type	Target		
	BE Class	AF Class	EF Classes
Latency (in ms)	30	20	15
Packet Loss (%)	0.3	0.1	0.05
Jitter (in ms)	N/A	N/A	2.0

26.4. Wavenet network performance metrics are collected through specific tests which are each conducted at 1400 byte packets set at three second intervals 15 times every 60 seconds.

26.5. For the avoidance of doubt, planned maintenance and emergency maintenance are excluded from the calculation of the performance targets in accordance with paragraph 24.

### 27. AVAILABILITY

#### 27.1. Availability Calculation

The Service Availability of the Connectivity Services is defined and calculated separately

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

for each Customer Premises. Subject to paragraph 24.3, the Service Availability of the Connectivity Services is measured as a percentage and is a representation of the portion of time that the relevant service is available during the Measurement Period calculated in accordance with this paragraph 24.1. The Connectivity Services are deemed available if data packets can be transmitted over the Connectivity Service from the Demarcation Point to the first PoP in Wavenet Network and such transmission is within the parameters of the relevant Service Levels for Packet Loss and/or Latency.

Availability is calculated using the following formula:

$$\text{Availability} = \left( \frac{\text{AST} - \text{DT}}{\text{AST}} \right) \times 100$$

Where:

AST = Agreed Service Time (which unless otherwise agreed is the total number of minutes in the Measurement Period)

DT = Downtime being the actual time that the Connectivity Services are Unavailable during the Agreed Service Time

### 27.2. Service Measurement Period

Unless otherwise agreed in the Order, Wavenet's performance against the Service Levels will be measured each calendar month on the first day of the calendar month following the Connection Date (the "**Measurement Period**"). Save in the case of manifest and demonstrable error, Wavenet's performance against the Service Levels shall be based solely on information recorded by Wavenet.

27.3. Any downtime or unavailability of the Connectivity Services to the extent caused by the following, will not be classified as Unavailable for the purposes of the calculation of the Availability in accordance with these Specific Conditions and the following shall not be taken into account for the purposes of any other Service Level calculations and such matters shall not be counted or considered in relation to any performance by Wavenet of any Service Level or other term or condition of this Contract:

27.3.1. the Customer's network, system or equipment, or any part of it (including without limit Customer Provided Apparatus) or any other network or equipment outside of Wavenet Network;

27.3.2. the Customer's and/or its agents', representatives' and users' negligent acts or omissions;

27.3.3. the Customer's breach of this Contract or any negligent, wilful or reckless act, fault or omission by the Customer, or any users of the Connectivity Services for whom the Customer is responsible;

27.3.4. the failure of the Customer to agree to the application of required software patches;

27.3.5. the Customer's failure or delay in complying with Wavenet's reasonable instructions and/or any failure or delay in providing information requested by Wavenet;

27.3.6. any delay in the Customer allowing Wavenet and/or Wavenet Personnel, to enter into a Customer Premises and/or the applicable parts thereof to diagnose or remedy any fault; or

27.3.7. anything beyond the reasonable control of Wavenet including without limitation in respect of the failure of any Carrier or Service Provider to provide network capacity or connectivity (or any element thereof) to Wavenet on which it was reliant for the purposes of the Contract, any Act Of God, terrorist attacks, severe weather, accidental damage, vandalism, failure or shortage or power supplies (other than those for which Wavenet is responsible under this Contract), flood, drought, lightning or fire, any act or omission of Government, highways authorities, or other competent authorities;

27.3.8. any Customer encryption on any of the routers preventing Wavenet access;

27.3.9. the Customer requesting Wavenet to modify Managed Equipment or any other part of the Customer's network at a Customer Premises, or test it although no fault has otherwise been detected or reported in accordance with the terms of this Contract;

27.3.10. implementation of a configuration Change in accordance with the Customer's instructions;

27.3.11. subject to paragraph 25, Planned Outages or emergency maintenance;

27.3.12. maintenance carried out by the

Customer or Wavenet on the Customer's instructions;

27.3.13. power outages at a Customer's Premises;

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

- 27.3.14. relocation, reconfiguration, modification and/or reprogramming of Managed Equipment, Customer Equipment that is not undertaken by the Supplier unless completed under (and strictly in accordance with) the Supplier's instructions;
- 27.3.15. suspension of the Connectivity Services in accordance with this Contract;
- 27.3.16. environmental conditions at a Customer's Premises that are not within the tolerances prescribed by the relevant manufacturer's guidelines (for example humidity, heat, dust, power);
- 27.3.17. any fault in a circuit between the local exchange and the applicable Customer Premises where the Connectivity Services at a Customer Premises includes circuits from dual carriers (using the same duct) and does not have the benefit of full fibre diversity into the Customer Premises from a single Carrier);
- 27.3.18. where resiliency options are provided in the Order (if any), the network convergence (failover) time will not be considered as Unavailability;
- 27.3.19. an abnormally-high Latency and/or Packet Loss measurement, due to the Connectivity Services being congested because of the acts or omissions of the Customer;
- 27.3.20. where the Connectivity Services are Wires Only and the Customer has not until after an xDSL Connectivity Service has been installed and working for some time, for example copper quality degradation.

provided suitable CPE and/or configuration to take advantage of a backup circuit that forms part of the service availability (for example a backup EFM circuit); or

28.3 any act or omission of any third party that is beyond Wavenet's reasonable control, which includes, without limitation, fibre cutting.

28.4 The Supplier's monitoring tools may show access mechanisms as "up" (available) or "down" (unavailable). This must not be confused with the availability of the Connectivity Services for the purposes of the Service Levels.

28.5 In respect of any xDSL Connectivity Services;

28.5.1. Wavenet does not guarantee local loop line quality and therefore cannot guarantee that all lines can support the Bandwidth specified for Connectivity Services where stated;

28.5.2. the achievable Bandwidth and data rates of any xDSL Connectivity Services are subject to the quality of the copper and distance from the Network exchange; and

28.5.3. some limitations within the local loop Network may not become apparent through no fault of Wavenet

### 28. HSCN CONNECTIVITY SERVICES

28.1. This paragraph 28 applies only where Wavenet provides HSCN Connectivity Services.

#### 28.2. Incident Management

Wavenet will provide Incident Management for Incidents relating to Wavenet Network in

<b>P1</b>	Critical Incident	<b>Every 60 minutes</b>	≤5 hours
<b>P2</b>	High Risk Incident	<b>Not applicable</b>	≤8 hours
<b>P3</b>	Medium Risk Incident	<b>Not applicable</b>	1 Business Day
	Minor Incident	<b>Not applicable</b>	5 Business Days

Priority		Examples
P1	Critical Incident	<p>Loss of interconnect between Wavenet and the internet that results in a loss of connectivity for one or more HSCN Consumers</p> <p>Loss of interconnect between Wavenet and a Peering Exchange Network Provider that results in a loss of connectivity for one or more HSCN Consumers</p> <p>Any HSCN Consumer service that is isolated from Wavenet Network</p> <p>Any network security incident as defined by CAS (T) or within Wavenet's service boundary</p>

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

Accordance with the Service Levels set out in these Service Specific Conditions and will respond to incidents in accordance with the Incident Response Times as defined in those Specific Conditions.

### 28.4 Target Resolution Times for Faults

28.4.1. Wavenet will classify Incidents relating to Wavenet Network in accordance with the Priority Levels. Subject to paragraph 28.5, Wavenet will aim to resolve Incidents relating to Wavenet Network according to the target resolutions time set out in Table 9 below for the relevant Priority Level. Wavenet will provide updates to the Customer relating to any Incidents affecting Wavenet Network in accordance with the update time set out in Table 9 below for the relevant Priority Level.

28.4.2. If a Change is required to resolve an Incident, the Service Level for resolving the Incident shall dictate the timeliness required for the implementation of the Change unless it is agreed by the parties that the Change should take place at a time/date beyond that of the Service Level of the incident (for example, the Customer may request a Change required to address an Incident to take place outside of certain working hours so as not to cause a wider impact to the user base even though that would be outside of the Target Resolution Time for the Incident).

28.4.3. The HSCN Peering Exchange is excluded from the scope of the Service Levels and/or availability for Wavenet HSCN Services. Wavenet's HSCN solution connects to the HSCN Peering Exchange, but Wavenet shall not be held responsible for any unavailability of the HSCN Peering Exchange itself and as such any availability, jitter or latency or other Service Levels offered by Wavenet under this Contract are relevant only to Wavenet Network and connectivity between that and the Customer Premises.

P2	High Risk Incident	Loss of all resilience for the HSCN Consumer Loss of all resilience between Wavenet and the Internet Loss of all resilience between Wavenet and the Peering Exchange Network Provider Network performance degradation impacting all available connections to multiple HSCN Consumers Prevents a significant number of end users from working and where no workaround exists; Has a critical impact on the ability of the HSCN Consumer to carry out its statutory obligations; Causes major financial loss to the HSCN Consumer;
P3	Medium Risk Incident	A total loss of production service affecting one user; or A non-production service is degraded; or Loss of resiliency for a nonproduction service; or A feature or functionality of a production service is not working as desired.
P4	Minor Incident	A feature or functionality of a nonproduction service is not working as desired

**Table 9: HSCN Connectivity Services - Target Resolution Times by Priority Level**

Priority Level	Update Time	Target Resolution Time
----------------	-------------	------------------------

28.4.4. Subject to paragraph 25, the availability of Wavenet Network is measured as a percentage and is a representation of the portion of time that Wavenet Network is available during the Measurement Period calculated in accordance with this paragraph 28.4.4 Wavenet Network is deemed available if data packets can be transmitted over Wavenet Network from the externally facing ports on the routers of the HSCN Peering Exchange to the externally facing ports on Wavenet's HSCN routers within Wavenet Network. Availability is calculated using the following formula:

### 28.5 HSCN Availability

28.5.1. The Service Availability for Wavenet Network is as set out in Table 10 below. Availability is calculated in accordance with paragraph 27.

**Table 10: Wavenet Network Availability**

	Availability
Wavenet Network	99.95%

$$Availability = \left( \frac{AST - DT}{AST} \right) \times 100$$

Where:

AST = Agreed Service Time (which unless otherwise agreed is the total number of minutes in the Measurement Period)

DT = Downtime being the actual time that Wavenet Network is Unavailable during the Agreed Service Time

### 28.6 REPORTING

28.6.1. On the anniversary of the Start Date, Wavenet shall provide the Customer with a report that identifies the Bandwidth capacity

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

and utilisation (over the previous twelve (12) months) for the HSCN Connectivity Services.

### 28.7 Clinical Safety Incidents

The Customer shall notify Wavenet if at any time an Incident is the cause of or a contributing factor to a Clinical Safety Incident. The Customer must provide a full and clear description to Wavenet of how the Incident has caused or is contributing to the Clinical Safety Incident so that Wavenet may in turn notify NHS Digital of the situation under the HSCN Framework. This notification may be made at any point during the lifecycle of a live Incident but must be made by telephone. Following notification Wavenet may request that the notification and relevant details are also provided in writing by email. Where a notification has been made by the Customer under this paragraph 25.6, Wavenet will not without undue delay notify with NHS Digital that the Incident is the cause of or contributing to a Clinical Safety Incident.

## 29. GENERAL

- 29.1 It is the Customer's responsibility to ensure that its Authorised Users are regularly trained in security awareness, CyberAttacks and security threats prevention
- 29.2 Except to the extent included in the Connectivity Service, and identified in the Order, it is the Customer's responsibility to ensure the security and maintenance of its System and Customer Software, and to invest in and implement such appropriate security measures which would be reasonably considered to be best practice in a business of the Customer's size and standing necessary to protect its System and Data, including the Customer's customer data
- 29.3 Wavenet may, from time to time and without notice, change the Connectivity Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the Charges for the Connectivity Services. Where practicable, Wavenet will give the Customer at least 30 days' notice of any change
- 29.4 Wavenet will perform the Connectivity Services with reasonable skill and care, except to the extent that the Customer has failed to comply with its obligations in this Agreement, or where the Customer's use of the Connectivity Services is contrary to Wavenet's instructions, or where the Connectivity Services have been modified or altered by anyone other than Wavenet or its authorised Third Party Contractors or agents

29.5 Subject to clauses 29.6 and 29.7 if the Services do not conform to the undertaking in clause 29.4, Wavenet will use all reasonable endeavours to correct the defect in accordance with its standard support procedures. Wavenet's standard support service shall be available as per the Agreement except in the case of a total service failure, following which (subject to clause 29.7) Wavenet shall use its reasonable endeavours to resume the Services as soon as reasonably practicable.

In accordance with clause 11.1, Where the Customer experiences prolonged interruption of Connectivity Services, Wavenet shall apply applicable service level rebates or credits to the customer's account for the period of the interruption of Connectivity Services

29.6 The remedy set out in clause 29.5 constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 29.4

29.7 Notwithstanding the foregoing Wavenet:

29.7.1 does not warrant that the Customer's use of the Connectivity Services will be uninterrupted or error free; nor prevent a security threat or Cyber-attack; nor that the Services will meet the Customer's requirements; and

29.7.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the provision of Connectivity Services, and the Customer acknowledge that the Connectivity Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities, including security threat and Cyber-attack; and

29.7.3 shall not be liable to the Customer for any defect in the Connectivity Services to the extent caused by any defect or failure in the Customer's System

29.7.4 Subject to the Customer's obligations in this Agreement, Wavenet warrants that it will and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement

## 30. EQUIPMENT

30.1 Any Rental Equipment, Sale Equipment and/or Trial Equipment and, for the avoidance of doubt, excluding Customer Equipment

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

(together "**Equipment**") required for the provision of the Services will be set out in the Order

- 30.2 Wavenet reserves the right to amend or substitute the Equipment if required by any applicable statutory or regulatory requirement or to improve the provision of the Services
- 30.3 The Customer agrees that it will:
- 30.3.1 use the Equipment only in connection with the Services, and for no other purpose
- 30.3.2 use its best endeavours to keep the Equipment free from any loss or damage
- 30.3.3 promptly notify Wavenet of any malfunction, loss or damage to the Equipment
- 30.3.4 not sell or loan the Equipment to any person or create any charge, lien or other encumbrance over the Equipment
- 30.3.4 insure the Equipment against loss or damage caused by any accident or the Customer's negligence, or that of its employees, agents or subcontractors, with a reputable insurance firm to the full replacement value of the Equipment
- 30.4.1 Wavenet will ensure that:
- 30.4.2 the Equipment is delivered to the Customer Premises during the Implementation Period in time for its scheduled installation or, if Wavenet is not installing the Equipment, prior to the Start Date of the Services for which such Equipment is required
- 30.4.3 each delivery of the Equipment is accompanied by a delivery note which shows the date of the Order and the type and quantity of Equipment.
- 30.4.4 Wavenet will deliver the Equipment to the Customer Premises as set out in the Order on a date agreed with the Customer
- 30.4.5 Delivery of the Equipment will be completed upon Wavenet's or Wavenet's Supplier's unloading of the Equipment at the Customer Premises
- 30.4.6 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Wavenet shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Wavenet with adequate delivery instructions or any other instructions that are relevant to the supply and delivery of the Equipment
- 30.4.7 If the Customer fails to take delivery of the Equipment then, save where such failure or delay is caused by a Force Majeure event or by Wavenet's failure to comply with its obligations under this Agreement for delivery of the Equipment, the Equipment will be stored by Wavenet and the Customer will be charged for all related costs and expenses in relation to such storage, and any delivery or logistic costs incurred by Wavenet including insurance costs
- 30.4.8 If the Customer does not accept delivery of the Equipment within 10 Business Days after Wavenet's attempt to agree a date for delivery of

the Equipment with the Customer, Wavenet may resell, or otherwise dispose of, part or all of the Equipment

- 30.4.9 Wavenet warrants that, on delivery, the Equipment will work appropriately in conjunction with the related Services
- 30.5 Wavenet specifically excludes any implied or express representation, warranty or similar that the Equipment and/or Services supplied by Wavenet will:
- 30.5.1 be fit to operate in conjunction with any hardware, software or systems other than with those that are specifically identified as being compatible for the supply of Services in accordance with this Agreement
- 30.5.2 operate uninterrupted or error-free
- 30.5.3 have any program defects detected and/or corrected
- 30.6 Wavenet does not warrant that the Equipment, and/or Services will prevent or restrict any fraudulent intrusion, hacking or similar and the Customer shall be responsible for putting in place adequate security measures to prevent the fraudulent use of the Equipment and/or the Services and the Customer's other Systems and processes including, without limitation, hacking, toll fraud, rogue dialling or any other form of fraud that may result in the Customer incurring sums in addition to the Charges
- 30.6.1 Wavenet will use reasonable endeavours to provide the Customer with the benefit of any manufacturer's warranty that applies to the Equipment
- 30.7 Wavenet will not be liable for the Equipment's failure to comply with the warranty in clause 30 if:
- 30.7.1 the Customer makes any use of the Equipment after giving a notice in accordance with clause 30
- 30.7.2 the defect arises due to the Customer's failure to follow Wavenet's instructions as to the installation, commissioning, use or maintenance of the Equipment or in the absence of such instructions, good trade practice
- 30.7.3 the Customer alters or repairs such Equipment without Wavenet's written consent
- 30.7.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions
- 30.7.5 the Equipment differs from the Order as a result of changes made to ensure the Equipment complies with applicable statutory or regulatory standards, or to improve the provision of the Services
- 30.7.6 Subject to clause 30.7, Wavenet will, at its option, repair, replace or refund the price in full of any defective Equipment if:
- 30.7.7 the Customer gives written notice to Wavenet, within 1 working day of discovery that some or all of the Equipment does not comply with the warranty set out in clause 30.
- 30.7.8 Wavenet is given a reasonable opportunity by the Customer to examine the Equipment
- 30.7.9 the Customer, upon request, returns such Equipment, to Wavenet at the Customer's

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

cost, and risk in the Equipment shall remain with the Customer until such Equipment is signed for as an accepted return to Wavenet

30.7.10 The Customer may reject any Equipment delivered to it that does not comply with clause 30, provided that the Customer provides written notice of rejection to Wavenet:

30.7.11 in the case of a defect that is apparent on delivery, within 5 Business Day of delivery;

30.7.12 in the case of a latent defect, within 1 Business Day of the latent defect having become apparent

30.7.13 If the Customer fails to give notice of rejection of the Equipment in accordance with clause 30, Equipment shall be deemed accepted by the Customer

30.7.14 Except as provided in this clause 30.19, Wavenet will have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 30.10

30.7.15 The terms of this clause 30 will apply to any repaired or replacement Equipment supplied by Wavenet. The risk in the Equipment will pass to the Customer upon completion of delivery

30.7.16 Title to the Rental Equipment and Trial Equipment will not pass to the Customer at any time

30.7.17 Title to the Sale Equipment will not pass to the Customer until Wavenet receives payment in full

30.7.18 Until title to the Sale Equipment has passed to the Customer, the Customer will:

30.7.19 not remove, deface or obscure any identifying mark or packaging on or relating to the Sale Equipment

30.7.20 maintain the Sale Equipment in satisfactory condition and keep it insured against all risks for its full price on Wavenet's behalf from the date of delivery

30.7.21 notify Wavenet immediately if it becomes subject to any of the events listed in clauses 14.2.1 and/or 14.2.2 of the MSA.

30.7.22 give Wavenet such information relating to the Sale Equipment as Wavenet may require from time to time.

30.7.23 Within 14 calendar days of Service termination, the Equipment, excluding Sale Equipment where title of the equipment has passed to the Customer in accordance with clause 30.7.20, must be returned in good working condition to Wavenet at the Customer's cost and risk. If the Customer fails to return the Equipment within the specified period, Wavenet reserves the right to charge the Customer a rental fee of £25.00 plus VAT per item per day, or such other amount as may be notified to the Customer by Wavenet, to be added to the Customer's monthly invoice payable to Wavenet until the Equipment is returned to Wavenet in accordance with this clause 30.7.23.

### 31. IMPLEMENTATION AND ACCEPTANCE

31.1 Wavenet may notify the Customer when either Wavenet, or its Third Party Contractors have supplied, installed, configured and/or programmed the Customer Equipment, Equipment and/or

Service. If expressly referred to in the Order, the

Customer will then perform Acceptance Tests

31.2 If the Customer discovers any material nonconformity in the installation, configuration and/or programming of the Customer Equipment, or the operation of the Equipment and/or Services when performing the Acceptance Test, the Customer will notify Wavenet of the same within 5 days of such discovery

31.3 To the extent that such non-conformities will have, in Wavenet's reasonable opinion, a material detrimental effect on the Equipment and/or Services, Wavenet will use reasonable endeavours to remedy such non-conformities

31.4 Acceptance will take place on the earlier of:

31.5 The Customer's written confirmation to Wavenet that the Acceptance Tests have been performed and no material non-conformities have been discovered

31.6 5 Business Days from the date of Wavenet's notification to the Customer that it has completed the supply, installation, configuration and/or programming of the Customer Equipment, Equipment and/or the Services

31.7 5 Business Days after the date on which any notified non-conformities were remedied immediately upon Wavenet's demonstration that any notified non-conformities will not, in Wavenet's reasonable opinion, have a detrimental effect on the Equipment and/or Services

### ANNEX A - HSCN MANDATORY SUPPLEMENTAL TERMS

- A. For the avoidance of doubt, the provisions in this Annex A shall take precedence over any other terms and conditions for the provision of HSCN Connectivity Services by Wavenet to the Customer.
- B. Save as otherwise stipulated, the following words and expressions, shall have the following meanings:

**CN-SP Deed** means the deed required by the HSCN Authority to be signed by any CN-SP in order for it or its subcontractor to deliver HSCN Connectivity Services;

**Connection Agreement** means the agreement setting out the obligations and requirements for organisations wanting to connect to the HSCN, together with all documents annexed to it and referenced within it;

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

**Consumer Network Service Providers or CN-SP** means an organisation that is supplying or is approved to supply HSCN Connectivity Services having achieved the appropriate HSCN Compliance;

**Good Industry Practice** means the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

**Health and Social Care Network or HSCN** means the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate;

**HSCN Authority** means NHS Digital (the Health and Social Care Information Centre);

**HSCN Compliance or HSCN Compliant** means a status as detailed in the document "HSCN Compliance Operating Model", as set out at [<https://www.digital.nhs.uk/healthsocial-care-network/connectivity-suppliers>], and as updated by the HSCN Authority from time to time;

**HSCN Consumer** means a recipient of HSCN Connectivity Services;

**HSCN Consumer Contract** means any agreement pursuant to which a CN-SP (or Sub-contractor of a CN-SP) agrees to supply HSCN Connectivity Services to a HSCN Consumer; **HSCN Obligations Framework** means the obligations as available at [<https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>] which may be updated from time-to-time by the HSCN Authority;

**HSCN Solution Overview** means the document containing the architecture and technical solution for HSCN (the latest version can be accessed at <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>);

**Material Sub-contractor** means a sub-contractor (including any affiliate or group company) of a CNSP in relation to HSCN Connectivity Services which, in the reasonable opinion of the HSCN Authority, performs (or would perform if appointed) a substantive role in the provision of all or any part of the HSCN Connectivity Services;

1. Wavenet shall ensure that any HSCN Connectivity Services that it supplies pursuant to these Specific Conditions shall have been awarded HSCN Compliance and shall retain at all times HSCN Compliance.
2. Wavenet shall ensure that any HSCN Connectivity Services that it supplies pursuant to these Specific Conditions are delivered in accordance with the HSCN Obligations Framework.
9. If Wavenet fails to provide any part of the HSCN Connectivity Services as required under this HSCN Consumer Contract, it shall, in accordance with the guidance documentation published at [<https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>], be directly liable to the HSCN Consumer in respect of such HSCN Connectivity Services.

The Customer shall share all records and information with the HSCN Authority as are

3. The Customer shall ensure that any HSCN service consumer environment used to consume HSCN Connectivity Services supplied pursuant to these Specific Conditions, shall be provided and maintained in accordance with the Connection Agreement;
4. Each of the parties warrants and undertakes that they shall throughout the term, immediately disconnect their HSCN Connectivity Services, or consumer environment (as the case may be) from all other HSCN Connectivity Services and consumer environments where specifically requested in writing by the NHS Digital CareCERT (or the HSCN Authority acting on behalf of NHS Digital CareCERT) where there is an event affecting national security, or the security of the HSCN.
5. The parties acknowledge and agree that the HSCN Authority shall not be liable to them or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause 4 above.
6. Each of the parties acknowledges and agrees that clauses 4 and 5 are for the benefit of and may be enforced by the HSCN Authority, notwithstanding the fact that the HSCN Authority is not a party to this agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt such appointment shall not increase any liability of Wavenet beyond the scope of their existing liabilities under this Contract, the CNSP Deed or the HSCN Obligations Framework.
7. Wavenet shall procure that any Material Subcontractor shall comply with the terms of these Specific Conditions in relation to their provision of HSCN Connectivity Services.
8. Where any level of standard, practice or requirement associated with any Wavenet obligation referenced in these Specific Conditions, the HSCN Obligations Framework, the HSCN CN-SP Service Management Requirement Addendum or the HSCN Consumer Contract conflicts with another level of standard, practice or requirement associated with any Wavenet obligation or with Good Industry Practice, then the higher standard or requirement or best practice shall be adopted by Wavenet. In the event that Wavenet cannot determine which represents the higher standard or requirement or best practice, Wavenet shall seek guidance from the HSCN Authority which shall reasonably determine which is the level of standard, practice or requirement that is the most favourable from a HSCN Consumer perspective, and thus with which standard or best practice to comply.

## SERVICE SPECIFIC CONDITIONS FOR CONNECTIVITY SERVICES

reasonably requested by the HSCN Authority in connection with the monitoring and operation of the HSCN network described in the HSCN Solution Overview Document.