

Service Schedule – WAN

1 Definitions and Interpretation

- 1.1 In this Service Schedule the words, expressions and rules of interpretation set out in the Master Products and Services Terms and the Agreement generally will apply and mean the same when used in this Service Schedule.
- 1.2 The following words and phrases will, unless the context otherwise requires, have the following meanings:

“Access Connection”	means an access circuit capable of supporting digital transmission.
“Activate”, “Activated”	means that a packet of data can be sent between the Network Terminating Units at either end of the WAN Service (or a relevant part of it).
“Telefónica Tech Equipment”	means equipment placed on a WAN Site by Telefónica Tech for the provision of the WAN Service. Title to the equipment will always remain with Telefónica Tech.
“Telecoms Licence”	means any licence (including that licence as from time to time amended) granted or having effect as if granted under the Telecommunications Act 1984, the Cable and Broadcasting Act 1984 or the Wireless Telegraphy Act 1949, or any replacement or re-enactment of any of them, or any similar licence.
“Network Terminating Unit”	means the point where the Customer's wiring, equipment or existing qualifying data service is connected to the Telefónica Tech network.
“Target Operational Service Date”	Means such date as Telefónica Tech estimates that the WAN Service will commence.
“WAN Service”	means the wide area networking service described in the Order Documents and this Service Schedule.
“WAN Site”	means the place or places at which the WAN Service is provided.
“WAN Software”	means the software provided by Telefónica Tech to enable the Customer to access or use the WAN Service.

2 Scope

- 2.1 This Service Schedule applies where the scope of a Managed Service includes a wide area network.

3 Commencement, Site Survey

- 3.1 The WAN Service begins on the date the WAN Service is Activated and will continue until terminated in accordance with the Agreement.
- 3.2 The WAN Service provides Access Connections between Network Terminating Units at the WAN Sites to create a routed network. The WAN Service will be provided as specified in the Order Documents.
- 3.3 Telefónica Tech will use its reasonable endeavours to provide the WAN Service by the Target Operational Service Dates (subject to survey), but all dates are estimates and

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subject to conditions outside of Telefónica Tech's control and Telefónica Tech has no liability for any failure to meet any date.

- 3.4 If the WAN Service is subject to a site survey:
 - 3.4.1 Telefónica Tech may terminate the WAN Service immediately if, in Telefónica Tech's reasonable opinion, the site survey is unsatisfactory. Telefónica Tech will have no liability to the Customer for such termination; or
 - 3.4.2 Telefónica Tech may increase its fees including, inter alia, if the WAN Service must be provided using non-standard apparatus or at substantially greater expense than it normally incurs;
 - 3.4.3 In either case Telefónica Tech will use its reasonable endeavours to propose an alternative WAN Service provider or solution. If the Customer does not accept any such proposed increase in fees, it may cancel the application for the relevant WAN Service within 14 days of being notified of the same.

4 Alternation and Suspension

- 4.1 Telefónica Tech may:
 - 4.1.1 for operational reasons change the technical specification of the WAN Service and/or the codes or numbers used by Telefónica Tech for the provision of the WAN Service, provided that any change to the technical specification does not materially affect the performance of the WAN Service;
 - 4.1.2 suspend the WAN Service:
 - 4.1.2.1 for operational reasons such as repair, maintenance, or improvement of the WAN Service or because of an emergency, but before doing so will give as much notice as possible and whenever practicable will agree with the Customer when the WAN Service will be suspended; and
 - 4.1.2.2 if the Customer prevents or delays pre-arranged maintenance from being carried out.
 - 4.1.3 suspend the WAN Service immediately and without notice to the Customer if Telefónica Tech:
 - 4.1.3.1 reasonably suspects that the Customer is involved in fraud or attempted fraud in connection with the use of the WAN Service or in the illegal use of the WAN Service; or
 - 4.1.3.2 is obliged to comply with an order instruction or request of Government, emergency services or other competent administrative authority or if Telefónica Tech or its suppliers need to maintain or upgrade the WAN Service;
 - 4.1.4 give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by Telefónica Tech to the Customer or any other customer.
- 4.2 If Telefónica Tech exercises its right to suspend the WAN Service pursuant to paragraph 3.1.2 it will, whenever reasonably practicable, give prior notice to the Customer which notice must state the grounds of such suspension together with an estimate of the anticipated duration of such suspension.
- 4.3 Telefónica Tech will not be liable for any loss, damage or inconvenience suffered by the Customer because of any alteration or suspension pursuant to this paragraph 3 save

where the circumstances set out in this paragraph 4 are solely attributable to the negligence of Telefónica Tech.

- 4.4 If the WAN Service is suspended this will not exclude the right of Telefónica Tech to terminate this Agreement at any time in respect of the event giving rise to the suspension or any other event nor will it prevent Telefónica Tech from claiming damages from the Customer.

5 Additional Customer Obligations

- 5.1 Prior to installation of the WAN Service, the Customer will, at its own expense:
- 5.1.1 obtain all necessary consents and wayleaves including consents for any necessary alterations to buildings;
 - 5.1.2 provide a suitable environment, accommodation, and foundations, including all necessary trunking, conduits, and cable trays in accordance with the relevant installation standards;
 - 5.1.3 take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as Telefónica Tech deems necessary, and carry out afterwards any making good, or decorator's work required; and
 - 5.1.4 provide any electricity and connection points required by Telefónica Tech.
- 5.2 The Customer will:
- 5.2.1 be responsible for the secure hosting of the Telefónica Tech Equipment and must not add to, modify or in any way interfere with the Telefónica Tech Equipment, nor allow anyone else (other than someone authorised by Telefónica Tech) to do so;
 - 5.2.2 be liable to Telefónica Tech for any loss of or damage to the Telefónica Tech Equipment, except where such loss or damage is due to fair wear and tear or is caused by Telefónica Tech, or anyone acting on Telefónica Tech's behalf;
 - 5.2.3 be responsible for the safety, safe custody, and safe use of the Telefónica Tech Equipment after installation at the WAN Sites and, in particular, (but without limitation to the generality of the foregoing) the Customer undertakes always to keep the Telefónica Tech Equipment at the WAN Site free from movement, external vibration or collision and to use the Telefónica Tech Equipment in accordance with any instructions, safety or security procedures applicable to the use of that equipment;
 - 5.2.4 ensure that any equipment at the Customer's WAN Site which is attached (directly or indirectly) to the WAN Service is technically compatible with the WAN Service and approved for that purpose under any relevant legislation;
 - 5.2.5 permit Telefónica Tech from time to time, upon giving to the Customer reasonable notice to:
 - 5.2.5.1 enter those parts of the premises or land of the Customer or a member of the Customer as necessary to the extent that they are used for the purposes of the provision of the WAN Service;
 - 5.2.5.2 perform installation and maintenance work at or on the said premises or land from time to time;

- 5.2.5.3 bring upon, install and keeping installed at the said premises or land such equipment as is reasonably necessary for the provision of the WAN Services and the maintaining of the Telefónica Tech Equipment.
 - 5.2.6 comply with any other codes of practice which apply to the Customer or Telefónica Tech, provided that Telefónica Tech has given notice to the Customer of those which apply to Telefónica Tech;
 - 5.2.7 agree to any special terms and conditions notified to the Customer by Telefónica Tech following the site survey;
 - 5.2.8 not cause annoyance, inconvenience, or needless anxiety; send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the WAN Service by any third party, or otherwise than in accordance with the acceptable use policies of any connected networks and internet standards; and
 - 5.2.9 ensure that Telefónica Tech Equipment is properly insured for all usual risks including without limitation fire, destruction, theft, damage and injury or death of any person.
- 5.3 If Telefónica Tech or the Customer are not able to procure the necessary consent(s) and/or wayleaves to provide the WAN Services within three months from the date of this Agreement, Telefónica Tech has the right to terminate the Order to provide that part of the WAN Service affected. If the Customer has not managed to procure the necessary consents and Telefónica Tech have commenced work, the Customer will refund to Telefónica Tech the reasonable cost of all such work (including, without limitation, staff costs and equipment costs).
- 5.4 The Customer Obligations in the Agreement and in this Service Schedule will survive termination of the Order for the period until any equipment is disconnected and removed from the premises.

6 Additional Termination Rights

- 6.1 The Customer acknowledges that Access Connections are supplied by third party telecommunications providers. In the event of a breach of the Customer Obligations in the Agreement which causes the third-party provider to terminate the underlying Access Connection, Telefónica Tech may, in turn, terminate that part of the Order with the Customer without being liable to the Customer. In addition, the Customer will pay the Charges for the Access Connection for the Term.