

## SERVICE SCHEDULE

### DEDICATED INTERNET ACCESS SERVICES

The following terms and conditions are additional to those in the Class Networks (Class) Business Terms and Conditions (BTC's) and shall apply where, pursuant to an End User Order, the End User Orders Dedicated Internet Access Services (for the purposes of this Product Terms, the "Service"). For the purposes of this Product Terms: (a) "CPE" shall mean the router (as specified in the End User Order) provided by Class to the Customer as part of the Service; (b) the term "Network" shall mean the network from time to time between the enabled points of presence over which the Service will be routed and does not include any Tail Circuits; (c) the term "Hardware Support" shall mean an On-Site remedial hardware maintenance service in relation to the CPE hardware, that may be provided by Class as part of the Service where this has been agreed in the Customer Order; (d) the term "On-Site" shall refer to the Customer Site or any other site where Equipment is located for the purposes of providing the Service; (e) the term "Broadband Access" shall mean any broadband service (ADSL, FTTC, EFM) which Class has agreed to procure for the Customer; (f) the term "Local Circuit" shall mean the physical connection to the Customer Site(s) on which the Broadband Access is provided; (g) the term "Firewall" shall mean the equipment provided by Class to the Customer as part of the Services to enable perimeter security of the Customer's network, such Firewall also being "Equipment"; (h) the term "User" means all persons or entities using or having access to the Service through the Customer or the Customer's network; and (i) the term "Service Commencement Date" shall mean the earlier of the date on which Class notifies the Customer that the Service is ready for use or the date on which the Customer first uses the Service.

#### 1. Maintenance

Class reserves the right to perform any routine or emergency maintenance that may limit or suspend the availability of the Service. Class shall provide reasonable prior notice of any such scheduled maintenance. Class also reserves the right to perform any emergency maintenance that may limit or suspend the availability of the Service and shall use reasonable endeavours to provide prior notice to the Customer provided that, where Class is unable to provide prior notice, it shall provide such notice as soon as reasonably practicable after the commencement of such maintenance. Any suspension in the availability of the Service pursuant to this section 1 shall not be deemed to be a violation by Class of any of its obligations under this Agreement.

#### 2. Use of Service

- (a) The Customer acknowledges that Class exercises no control and accepts no responsibility for the information, services and content accessible on the Network or the internet. Class shall use commercially reasonable endeavours to: (i) monitor its Network, including its interconnection to other networks; and (ii) maintain its Network in an operational state in order to provide Service in accordance with the Service Level Availability set out below. The Customer assumes total responsibility for the Customer's use and its Users' use of the Service, software and Equipment, whether or not provided by Class, and the internet. The Customer acknowledges and agrees that the internet contains materials that are sexually explicit or may be offensive and is accessible by persons who may attempt to breach the security of Class's and/or the Customer's network. Class has no control over, and expressly disclaims any liability or responsibility for, such materials or actions. The Customer and its Users access the Service at their own risk. Except as specifically provided in the Service Level Availability section below, Class expressly disclaims any representation or warranty that the Service or the software or Equipment provided by Class will be error free, secure or uninterrupted. No advice or information given by Class shall create a warranty other than as expressly recorded in this Agreement.
- (b) Class reserves the right to terminate the Service if it determines, acting reasonably, that the Customer or any of its Users is actually or allegedly engaged in activities that are illegal, fraudulent or wrongful or which may be harmful to Class in any way.



- (c) The Customer acknowledges that it is responsible for implementing any desired security mechanisms as network security is not provided by Class or the Service.

**3. Indemnification**

The Customer agrees to defend, indemnify and hold harmless Class, its Group companies and agents from any claims, liabilities, losses, damages and expenses, including reasonable legal fees, arising out of or relating to: (a) any breach of the Agreement by the Customer or its Users; and/or (b) claims for infringement of any third party right arising from the use of any services, equipment or software not provided by Class.

**4. Fees and Charges**

The Charges specified in the End User Order for the Service do not include access and access-related charges, including, without limitation, inside wiring charges, construction charges, distance and termination charges, interconnection charges or other charges assessed by the local exchange carrier or competitive access provider, all of which shall be for the cost of the Customer. The Customer is solely responsible for coordination of all local access and charges and costs associated with such access.

Customer must provide 90 day’s notice prior to end of the contracted term if they want to cease.

**5. Service Level Availability (“SLA”)**

Subject to the terms and conditions of this section 6, Class shall provide the Customer with the following SLA.

(a) Network Availability

- (i) Class has a target of 99.99% availability for the Network, measured using the aggregate POP network availability. Performance is measured as a monthly average.
- (ii) The Customer shall be entitled to a credit for an Outage. An Outage means a failure associated with the Network only that renders the Service unavailable (*i.e.*, a particular Customer circuit is unable to transmit data). An Outage period begins upon the earlier of (y) the Customer reporting a malfunction in Service to Class that is confirmed by Class; or (z) Class detecting a malfunction, where, in either case, the malfunction is solely due to a failure on the Network. An Outage period ends when the Service is fully operational (*i.e.*, the particular Customer circuit is able to transmit and receive data).

Credits for Outages will be calculated monthly based on the availability of the Network and the monthly recurring Charge for the Service as follows:

Average Monthly Network Availability	Credit (percentage of monthly recurring Charge for the Service)
99.99% or greater	0%
<99.99% to 99.5%	5%
<99.5% to 99.0%	10%
<99.0%	20%

(b) Round Trip Delay -

Class has a round trip delay target of 20ms or better. Performance is measured as a monthly average.

Average Monthly Round Trip Delay	Credit (percentage of monthly recurring Charge for the Service)
>20ms	5%



Network Delay is measured as the aggregate average monthly round trip delay between Points of Presence over the Network. The measurement of Network Delay excludes any delay caused by: (i) the Customer or any third party; (ii) the Tail Circuit or Customer Tail Circuit (*i.e.*, the Customer’s local access circuit); (iii) transit or peering connections; (iv) circuits to the traffic exchange points; (v) maintenance; (vi) failure of power or equipment provided by the Customer or others; (vii) events during any period in which Class is not given access to the affected Customer Sites; or (viii) the performance of internet networks and traffic exchange points controlled by other parties.

- (c) **Packet Loss** - Class’s target is to ensure that average monthly Packet Loss across the Network does not exceed 1%. **“Packet Loss”** refers to Internet Protocol packets that are carried across the Network and are not delivered. Packet Loss is measured as the average monthly measurements over the Network. The measurement of Packet Loss excludes any Packet Loss caused by: (i) the Customer or any third party; (ii) the Tail Circuit or Customer Tail Circuit (*i.e.*, the Customer’s local access circuit); (iii) transit or peering connections; (iv) circuits to the traffic exchange points; (v) maintenance; (vi) failure of power or equipment provided by the Customer or others; (vii) events during any period in which Class is not given access to the affected Customer Sites; or (viii) the performance of internet networks and traffic exchange points controlled by other parties.

If Packet Loss solely on the Network exceeds 1% then the Customer shall be entitled to a credit as follows:

Average Monthly Packet Loss	Credit (percentage of monthly recurring Charge for the Service)
>1%	5%

- (d) **Response Time** - Class’s goal is to respond to the Customer within 30 minutes or less after receiving notification from the Customer that the Service is unavailable. Class will contact the Customer pursuant to an agreed upon method, provided that the Customer provides Class with a valid pager number, fax number or email address. The Customer is solely responsible for providing accurate and up-to-date contact information for the Customer’s designated point of contact. This contact method shall be used only for the service availability issues, all other notifications shall be made in accordance with the notice provisions within the BTC’s.

- (e) **Credits, Procedure and Limitations** - The provisions of this SLA, including the applicability of credits contemplated above, are subject to the following conditions and limitations:

- (i) The aggregate monetary amount of credits per month is limited to the monthly recurring Charge for the Service (excluding any variable or usage-based charges).
- (ii) No credits will be given for failures to meet any part of this SLA that:
  - (aa) are caused by any act, omission or default of the Customer (including, in particular, a breach of the Customer’s obligations in relation to the CPE set out in the GTC’s and/or in relation to any Goods supplied by Class and used as part of the Service) or of any third party or which occur during any period of time within any cure period of a notice served by Class under the termination provisions within the GTC’s or of any termination notice served under the Agreement or during any period of suspension in accordance with the Agreement;
  - (bb) are due to a failure of power or equipment provided by the Customer or others, including any provider of a Tail Circuit to Class for, by or on behalf of the Customer (in which case, Class shall coordinate with such provider to cure the failure as quickly as possible);
  - (cc) occur during any period in which Class is not given access to the Customer Sites;
  - (dd) occur due to an event that falls within the force majeure provisions of the GTC; or
  - (ee) are due to scheduled maintenance and repair.



**6. Hardware Support**

- (a) Class will provide hardware support where Class provides managed CPE in accordance with the support option selected in the End User Order (“**Hardware Support**”). Hardware Support response and fix times are measured from the time when Class logs the fault, having first identified that fault as being a Hardware Support issue. A fault shall be deemed rectified when Class records that fault as having been fixed.

Support Level Options	Response and Fix Time Terms
24x7x4	On-Site Hardware Support service providing a CPE fix within 4 hours, measured from Class logging the fault, such response and fix times to be measured between 00:00 and 24:00, Monday to Sunday including local public, statutory and bank holidays.
24x7x8	On-Site Hardware Support service providing a CPE fix within 8 hours, measured from Class logging the fault, such response and fix times to be measured between 00:00 and 24:00, Monday to Sunday including local public, statutory and bank holidays.

Subject to the terms of the Hardware Support option, the Customer shall be entitled to a credit for a hardware failure of the CPE that is not rectified within the specified fix times of the relevant hardware support option, as follows, where “**Hours Out of Agreed Fix Time**” are measured based on the time that the actual fix time exceeded the fix time of the End User Order and the relevant support level option indicated in the End User Order.

Hours Out of Agreed Fix Time	Credit (% of monthly recurring charge for the Service)
Less than 2 hours	5%
2 hours - < 4 hours	10%
4 hours - < 8 hours	15%
8 hours and above	20%

If the Customer has not taken out hardware support as part of the Service, in the event of a CPE failure, Class will use reasonable endeavours to return to full Service on a time and materials basis, time being charged to the Customer at £200 an hour and materials to be charged to the Customer at the prevailing rate current at the date that such materials are provided by Class.



**7. End User Default in Payment**

If and to the extent only that an End User defaults in making payment to the Customer of charges applicable to an End User Service which the End User legitimately owes to the Customer in respect of that End User Service (“Default Payment End User Service”), then Class will in good faith enter into discussions with the underlying provider of the service that supports the Default Payment End User Service with a view to requesting a reduction of the charges in respect of the Default End User Service. It is a condition of this section 8 that the End User will no longer be able to pay the relevant charges in relation to the Default End User Service due to liquidation of the End User and for no other reason. For the avoidance of doubt the Customer shall be required to pay the Charges applicable to the Default End User Service which are owed to Class despite the liquidation of the End User and this section 8 shall in no way imply any waiver of Class’s right to such payment unless expressly agreed in writing by an board director of Class.

**8. Order Cancellation**

If the Customer cancels a Customer Order and/or an End User Order, or requests that a Customer Order and/or an End User Order already placed is significantly modified (e.g. changes in address; service type; point of presence or presentation), prior to the Service Commencement Date, then notwithstanding Class’s other rights pursuant to the Contract, the Customer shall pay all costs incurred by Class as a result of such cancellation or modification. In addition to any other direct third party costs incurred by Class during the delivery of the order, Customers will also incur an administration charge of £295.00.

**9. Excess Construction Charges**

In addition to the provisions set out in the General Terms and Conditions, when Class or its Third Party Service Provider decree that the installation costs originally quoted (or which were included over the term if these costs are amortised) are not enough to cover the actual cost of the installation works. Such costs are known as excess construction fees or charges (ECCs), and these fees (where applicable) will be notified to the customer post site survey. Failure to accept or reject ECCs within 20 working days will result in a cancelled order.

ECCs up to £100 for TTB EFM and Ethernet FTTC will be automatically accepted by the Customer and Class.

