

Dedicated Internet Access Service Schedule

Version Number 1.4

DEDICATED INTERNET ACCESS SERVICE SCHEDULE

1. DEFINITIONS AND INTERPRETATION

1.1 In this Service Schedule, in addition to those terms defined in the General Conditions, the following terms and expressions apply to the Dedicated Internet Access Service (as defined below):

Term / expression	Meaning
"ADSL"	means a legacy circuit based solely on copper technologies (which has subsequently been superseded by a SOADSL service);
"Acceptable Use Policy"	means the instructions given by VMO2B from time to time relating to the use of the internet as per the website which may change from time to time (www.virginmediabusiness.co.uk/legal/acceptable-use-policies/);
"Acceptance Tests"	means VMO2B standard testing performed by VMO2B to confirm the Dedicated Internet Access Service has been successfully installed and commissioned;
"Additional Charges"	means any increase in the Charges resulting from the Additional Costs in accordance with paragraphs 3.2 and 3.3 of this Service Schedule;
"Additional Costs"	means any increase in VMO2B's cost of delivering the Dedicated Internet Access Service, as identified pursuant to paragraph 3.2 of this Service Schedule;
"British Standards"	means the established guidelines and specifications set forth by the British Standards Institution (BSI) that govern the quality, safety, and performance of power supply systems;
"BT"	means British Telecommunications plc;
"Circuit"	means the physical connection over which the Dedicated Internet Access Service is provided and which may be Ethernet, SOADSL, SOGEA, FTTP or VMO2B HFC;
"Communication Service"	means any service offering communication facilities designed to allow people to communicate with others, including by email and through forums and online communities;
"Core IP Network"	means the network of electronic communication networks, gateways, lines and equipment which VMO2B (or a VMO2B Affiliate) have developed and use to give the Customer access to the internet;
"Customer Apparatus"	means any apparatus (other than Service Equipment) used to receive or use the Dedicated Internet Access Service, , cabling, wiring and personal computers and any Software incorporated in them;
"Customer Promise Date"	means the target date by which VMO2B aims to have completed installation of the Dedicated Internet Access Service as notified to the Customer in writing;
"Dedicated Internet Access Service"	means the dedicated connection to the internet provided by VMO2B to the Customer in accordance with this Service Schedule;
Department for Science, Innovation and Technology	means the representatives of the Crown handling the registration of GOV.UK domain names;
"Domain Name"	means the web address set out on in the Agreement or any other web address the Customer and VMO2B agree in writing;
"Excused Outage"	means any Fault caused by: • the Customer's network or system, or any part of it; or

	• any problem associated with equipment connected on the Customer's side of the Network termination point; or • the Customer's acts or omissions; or • the Customer's breach of the Agreement; or • the Customer's failure or delay in complying with VMO2B's reasonable instructions; or • any refusal to allow VMO2B, VMO2B Employees or VMO2B Representatives to enter into the relevant Site to diagnose or remedy any Fault; or • circumstances beyond VMO2B's reasonable control as set out in the Agreement; or • the Customer's failure to obtain the necessary wayleaves; or • an act or omission of any Third Party which is beyond VMO2's reasonable control which shall include, without limitation, a fibre cut, and for the avoidance of doubt, Customer shall include a Customer Employee and a Customer Affiliate;
"Fault"	means Dedicated Internet Access Service downtime (other than a Planned Outage or an Excused Outage as defined in the Service Level Agreement) resulting in a total loss of the Dedicated Internet Access Service where it is not possible to transmit internet data in one or both directions and which has been reported to VMO2B and recorded in accordance with standard fault reporting procedures;
"FTTC"	means a legacy circuit based on a combination of fibre optic and copper technologies (which has been superseded by a SOGEA service);
" FTTP"	means a Circuit based solely on fibre optic technologies;
"IP Address"	has the meaning given in paragraph 11.1 of this Service Schedule;
"LAN"	means local area network;
"Non-Resilient"	means the Dedicated Internet Access Service is provided to a Site over a single Ethernet Circuit;
"NTE"	means the network terminating equipment used for providing the Service;
"NTE5C"	means the handoff point from BT where BT is used as the 3rd party circuit provider of SOADSL or SOGEA Services.
"Offending Material"	means material which: • is inaccurate, indecent, abusive, obscene, menacing or otherwise offensive, or which could damage a person's or organisation's good reputation; • breaks a confidence, copyright or other intellectual property right, privacy or any other right of any Third Party; • breaks any Applicable Law (including the Computer Misuse Act 1990) or the Acceptable Use Policy; or • could harm the Network or any Third Party's system, including material containing a virus;
"ONT"	means an optical network termination installed to terminate the fibre path at the premise;
"Outage Time"	means the sum total time of all Faults during the relevant calendar month;
"Planned Outage"	means any Dedicated Internet Access Service downtime:

	• scheduled by VMO2B to carry out any preventative maintenance or upgrades to the Dedicated Internet Access Service or to the Network; or • caused by any services the Customer requests or authorises including, without limitation, network redesign or reconfiguration;
"Resilient"	means the Dedicated Internet Access Service is provided to a Site over two or more Circuits to the Site using an Ethernet primary Circuit with an Ethernet, SOADSL, SOGEA, FTTP or VMO2B HFC secondary Circuit;
"Secure Electricity Supply"	means a safe and reliable power source for Service Equipment, which is compliant with applicable British Standard;
"Service Availability"	has the meaning given in paragraph 2.1 of the Service Level Agreement;
"Service Credit"	means the amount VMO2B credits or pays to the Customer for failing to meet the Service Levels in accordance with the terms of the Service Level Agreement;
"Service Level Agreement"	means the service level agreement applying to the Dedicated Internet Access Service as set out in Appendix 1 to this Service Schedule;
"Service Levels"	means the service levels as set out in Appendix 1 to this Service Schedule;
"Service Restoration"	has the meaning given in paragraph 3.1 of the Service Level Agreement;
"Services Equipment"	means equipment used by VMO2B or its partners to deliver the Service;
"Shift"	means where equipment used for providing the Service can be moved within the Customer Site from one internal location to another internal location;
"SOADSL"	means a circuit based solely on copper technologies;
"SOGEA"	means a Circuit based on a combination of fibre and copper technologies;
"Splice Point"	means the box installed on the outside of the external wall for FTTP;
"Survey"	means any survey or other investigations that need to be carried out at the Site in order to provide the Dedicated Internet Access Service;
"VMO2B HFC"	means a Circuit using hybrid fibre coaxial cable;

2. DEDICATED INTERNET ACCESS SERVICE

2.1 The Dedicated Internet Access Service consists of:

(a) A dedicated Circuit(s) from the Site(s) to the internet;

(b) Service Equipment used to terminate the dedicated Circuit(s) at the Site(s) set out in the Commercial Schedule;

(c) Installation of the Dedicated Internet Access Service (as further described in paragraph 3 of this Service Schedule); and

(d) Maintenance of the Dedicated Internet Access Service (as further described in paragraph 9 and Appendix 1 of this Service Schedule).

2.2 The Dedicated Internet Access Service may be Resilient or Non-Resilient.

2.3 The Service Commencement Date for the Dedicated Internet Access Service shall be the date on which VMO2B notifies the Customer of successful completion of the Acceptance Tests at the Site to be connected.

3. SURVEY, INSTALLATION AND ACCESS TO SITE

Survey

3.1 VMO2B will only provide the Dedicated Internet Access Service if the Survey (if applicable) is satisfactory.

3.2 The Charges set out in the Commercial Schedule are subject to Survey.

3.3 If Additional Costs are :

3.3.1 Identified by the Survey;

3.3.2 necessary following a discovery of an irregularity which was not highlighted by the Survey when installing the Dedicated Internet Access Service; and/or

3.3.3 the result of the Customer requesting, and VMO2B agreeing to make, a change to the Dedicated Internet Access Service when VMO2B is installing and connecting it,

then VMO2B will notify the Customer of any such Additional Costs.

3.4 If the Customer does not accept the Additional Costs notified under paragraph 3.2, it may immediately terminate Service to the affected Site by giving VMO2B written notice within seven (7) days of receiving notification of the Additional Costs. If the Customer does not provide written notice to terminate the Service within the seven day window, the Customer shall be deemed to have accepted the Additional Costs and must pay the Additional Charges.

3.5 If the Customer does not keep an agreed appointment for VMO2B to enter the Site in connection with carrying out a Survey, VMO2B may charge the Customer any costs incurred (including a call-out fee).

Installation

3.6 The Customer accepts the following in relation to installation of the Circuit(s):

3.6.1 any incorrectly wired extensions to the Customer's existing master socket forming part of a Third Party supplier's network may be disconnected. The Customer is liable for the relevant Third Party supplier's charges for any rewiring that the relevant Third Party supplier agrees to do;

3.6.2 where the applicable Circuit is provided through a Third Party, the installation may be carried out by that Third Party;

3.6.3 VMO2B (or the applicable Third Party) will make its appointment(s) with the Customer for installation and configuration of the Dedicated Internet Access Service to take place on a Working Day, at a time agreed between VMO2B and the Customer;

3.6.4 the Customer will provide the engineer access to the Site at the time agreed between VMO2B (or the applicable Third Party) and the Customer; and

3.6.5 to install the Dedicated Internet Access Services, ONT equipment may need to be installed outside and inside the premises at a Site, within proximity to a power supply.

3.7 Notwithstanding the type of Circuit(s) requested by the Customer, the Customer acknowledges that there are technical limits which might prevent VMO2B from being able to provide, or limit the manner in which VMO2B is able to provide a Circuit, including but not limited to the following:

3.7.1 access to the Circuit(s) may not be provided to the Customer if the Customer already receives some services from another communications provider. VMO2B will use reasonable endeavours to let the Customer know if any service the Customer receives from another communications provider means that VMO2B cannot provide the Dedicated Internet Access Service; and

3.7.2 some technical limits within third-party operators' networks may not be discovered until after installation, in which case VMO2B may need to withdraw the Circuit(s).

3.8 The Customer accepts that the technical limits may hinder the installation and activation of SOADSL, SOGEA or FTTP and that having BT equipment does not guarantee that SOADSL, SOGEA or FTTP can be successfully activated. The Customer acknowledges and agrees that VMO2B will not be liable and shall have no responsibility for ensuring the compatibility or continued functionality of any such Third Party equipment following installation.

3.9 For SOGEA there is a ten (10) day 'stabilisation period' starting on the Service Commencement Date. During these periods, the Service Levels for the relevant Dedicated Internet Access Service will not apply and the Customer should not report any Faults.

3.10 VMO2B may cancel a Circuit if, after VMO2B has placed an order for the Customer with an applicable Third Party for the Circuit, VMO2B and the Customer cannot agree an installation or activation date within thirty (30) days of the date the Third Party accepted the order. The Customer will indemnify VMO2B for all costs (including third-party cancellation charges) arising as a result of the cancellation.

3.11 VMO2B will use reasonable endeavours to put Equipment where the Customer requests, but VMO2B's decision on where to put the Equipment will be final and binding.

3.12 The installation types for the DIA Service are detailed in the table below

	BTW SOADSL	BTW SOGEA	BTW FTTP
Standard Install	✓	✓	✓
Premium Install	✓	✓	✓
Advanced Install	✗	✓	✓

a) Table 1 above details the installation types accommodated by the DIA Service and each tier represents an increasing level of complexity. It is the Customer's responsibility to advise of its required installation type.

b) If it is determined at the installation appointment that a different more complex installation type is required, then the installation appointment and the Target Delivery Date shall be rescheduled and recorded as a failed site visit . The Customer shall be liable for any additional Charges that may apply.

3.13 If, after placing an order for VMO2B HFC, SOADSL, SOGEA or FTTP, the Customer chooses during the delivery of the service to cancel the order prior to the service start date, then the Customer agrees to then pay VMO2B a minimum amount of £50 as a cancellation charge, in addition to any Third Party costs already incurred and in addition to any civils or construction costs already incurred.

3.14 If, after placing an order for Ethernet, the Customer chooses during the delivery of the service to cancel the order prior to the service start date, then the Customer agrees to then pay VMO2B a cancellation charge as described in Our Website https://www.virginmediabusiness.co.uk/legal/terms-and-conditions/ which may be updated from time to time in addition to any Third Party costs already incurred and in addition to any civils or construction costs already incurred.

Access to Site

3.15 In order for VMO2B (or its Third Party supplier(s)) to meet its obligations under the Agreement, after giving the Customer reasonable notice (except in an emergency) the Customer must allow VMO2B to:

(a) carry out work in connection with installing, maintaining, adjusting, repairing, moving, replacing, renewing or removing the Service Equipment at or on the Site, the Customer's premises or the Customer's land; and

(b) install the Service Equipment and any other equipment that is reasonably necessary for the Dedicated Internet Access Service or the work set out in paragraph 3.15(a)).

3.16 The Customer must, at the Customer's expense, get or provide any permission or wayleave VMO2B may need to exercise VMO2B's rights under paragraph 3.15 or to enable VMO2B to provide the Dedicated Internet Access Service. VMO2B will have no liability to the Customer if the Customer cannot get the necessary permission or wayleaves.

3.17 The Customer must make sure that the Customer's employees and authorised representatives follow all of VMO2B's or a Third Party's reasonable instructions in connection with any permission or wayleaves given in line with this paragraph 3.17. VMO2B will have the same responsibility to make sure that VMO2B's Employees and VMO2B's Representatives follow all of the Customer's or a Third Party's reasonable instructions in connection with any permission or wayleaves given in line with paragraphs 3.15 to **Error! Reference source not found.**.

3.18 Any person who allows VMO2B to enter the Site or other premises or land will be considered to have the Customer's authority to grant VMO2B entry.

3.19 The Customer must not use the Site, other premises or land in any way that would make it significantly more difficult or expensive for VMO2B to exercise any of the rights VMO2B has under paragraph 3.15.

3.20 When exercising any of VMO2's rights under paragraph 3.15, VMO2B will cause as little damage as reasonably possible and will make good any damage that VMO2B cause at the Site.

3.21 The Customer must provide a safe and suitable working environment for VMO2B at the Site, other premises or land referred to in paragraph 3.15.

3.22 Paragraphs 3.15 to **Error! Reference source not found.**will apply for as long as is necessary for VMO2B to exercise VMO2B's rights to disconnect any Service Equipment and remove it from the Site, other premises or land, even if the Agreement has expired or is terminated.

3.23 If the terms of any Site-access agreement the Customer has entered into with VMO2B or any of VMO2B's Affiliates is inconsistent with paragraph 3.15, the terms of the Site access agreement will take priority.

4. LIMITATIONS AND EXCLUSIONS

4.1 The Customer accepts that there are technical limits relating to the Dedicated Internet Access Service and VMO2B will not be liable to the Customer for any such limits, which include (but are not limited to) the following:

4.1.1 the Dedicated Internet Access Service may emit an electromagnetic field which may effect the performance or speed of other adjacent equipment at the Site;

4.1.2 where the Customer is using SOADSL, SOGEA, FTTP or VMO2B HFC, bandwidths are not guaranteed and cannot be known until the Circuit(s) are live and tested;

4.1.3 where the Customer is using SOADSL, SOGEA, FTTP or VMO2B HFC, that the Dedicated Internet Access Service may be supplied on a shared medium and may be affected by the level of usage by other users which could impact on the maximum available bandwidth; and

4.1.4 such other technical limits may be applicable, which VMO2B will use reasonable endeavours to keep the Customer informed of.

4.2 Where the Customer is using SOADSL, SOGEA, FTTP or VMO2B HFC, the Customer acknowledges that the Network is configured to distribute bandwidth between all subscribers in accordance with the Customer's respective bandwidth subscriptions, and is subject to the constraints of the Network and Services Equipment delivering the Dedicated Internet Access Service.

4.3 VMO2B will not be liable for any loss or damage arising directly or indirectly from any use of the Customer Apparatus in connection with the Dedicated Internet Access Service. The Customer is entirely responsible for the security of the Customer Apparatus.

4.4 VMO2B shall not be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising) for any loss or damage associated with or arising from the failure of the Customer's Third Party provided equipment (including, but not limited to any alarm system), to the extent such failure is directly caused by changes to the environment and/or internal infrastructure of the Customer's Third Party provided equipment resulting from the installation of a Dedicated Internet Access Service, after the Customer is connected to the Dedicated Internet Access Service.

4.5 Where the Customer is using SOADSL, SOGEA, FTTP or VMO2B HFC, the Customer acknowledges that the Dedicated Internet Access Service does not provide for the Customer to make or receive telephone calls, including calls to the emergency services. The Customer shall keep a mobile phone available and charged and use such mobile phone to call the emergency services in the event that such a call is required.

4.6 VMO2B will not be liable for any loss or damage associated with the Customer's alarm system failing after the Customer is connected to the Dedicated Internet Access Service.

4.7 VMO2B does not control or endorse the content, views, messages or information found in any Communication Services. VMO2B does not have any liability in connection with the Communication Service and any losses or damages arising as a result of the Customer using the Communication Service.

4.8 The Customer is responsible for:

4.8.1 the security of the Customer's information technology systems and network; and

4.8.2 the accuracy, reliability and stability of stored information. Before VMO2B installs the Equipment the Customer must take all necessary steps to back up the Customer's information and data, and make sure it is secure. The Customer must follow all of VMO2B's reasonable instructions on preparing the Customer Apparatus and the Site. VMO2B will not be liable for any loss or damage arising from the Customer failing to follow VMO2B's instructions.

5. ACCEPTING THE SERVICES

5.1 After installing the Equipment VMO2B will carry out Acceptance Tests to make sure that the Dedicated Internet Access Service is ready for use at the Site. If the Dedicated Internet Access Service is not ready for

use meaning that the testing has failed then, VMO2B will carry out any necessary work to correct it and repeat the Acceptance Tests.

5.2 The Customer can ask for all Acceptance Tests to be carried out in the presence of the Customer's representative, as long as they are available at reasonable times, as specified by VMO2B. When the Acceptance Tests have been passed, VMO2B may ask the Customer to sign a form confirming this. If the Customer's representative does not sign the form within five (5) Working Days of being asked to do so, the Dedicated Internet Access Service at the Site will be considered to have been installed successfully and ready for use from the date the Acceptance Tests were passed.

6. USING THE DEDICATED INTERNET ACCESS SERVICE

6.1 The Customer must ensure that its use of the Dedicated Internet Access Service complies with the Acceptable Use Policy.

6.2 Any changes to the Acceptable Use Policy will come into effect thirty (30) days from the date VMO2B puts notice of them on the VMO2B Website. If a change to the Acceptable Use Policy is to the Customer's material detriment , the Customer can terminate the Agreement under clause 14.4 of the General Conditions.

6.3 Without having any obligation to do so, VMO2B can monitor the Dedicated Internet Access Service and can block access to, edit, refuse or remove any material from the Network if VMO2B reasonably believes that the material may breach the Agreement or the Acceptable Use Policy.

6.4 If VMO2B receives a complaint relating to any material published or sent through the Dedicated Internet Access Service, VMO2B will be entitled (but not obliged) to take the action set out above in 6.3 without investigating the complaint.

6.5 Paragraph 7.1 of the Acceptable Use Policy does not apply to the Dedicated Internet Access Service.

6.6 Without affecting the general nature of clause 9.1 of the General Conditions, the Customer agrees not to use (and to not let any other person use) the Dedicated Internet Access Service to store or reproduce any Offending Material.

6.7 The content the Customer may access using the Dedicated Internet Access Service may be protected by copyright or other law. The Agreement gives the Customer no rights to such content.

6.8 VMO2B may give the Customer a password (which may be a code, PIN number, user ID, account number, smart card or other security device), to allow the Customer to use the Dedicated Internet Access Service. The Customer must keep the password safe and confidential, and tell VMO2B immediately if anyone else finds it out. The Customer must not copy or try to copy any smart card or other security device. VMO2B can change the password without giving the Customer notice. If VMO2B believes the Customer is in breach of this paragraph 6.8, VMO2B can cancel the password and/or terminate the Agreement.

6.9 VMO2B may (but does not have to) agree to any request the Customer makes to alter a password. The Customer may need to pay a Charge for altering a password.

7. EQUIPMENT

7.1 VMO2B will use reasonable efforts to install and connect the Equipment so that the Dedicated Internet Access Service is available by the Customer Promise Date. VMO2B may extend the Customer Promise Date as set out in paragraph 7.2 below. If the Dedicated Internet Access Service is not available by the Customer Promise Date (as may be extended as aforesaid), the Customer may be entitled to claim Service Credits as set out in the Service Level Agreement.

7.2 VMO2B may extend the Customer Promise Date by at least the length of any delay resulting from:

(a) the Customer's acts or omissions, neglect or failure to meet its obligations under the Agreement;

(b) circumstances beyond VMO2B's reasonable control (including those listed in clause 21 of the General Conditions); or

(c) VMO2B and the Customer agreeing in writing to change the Customer Promise Date.

7.3 The Customer must provide (at the Customer's expense) appropriate space, power, ducting and environment for VMO2B to install and maintain the Equipment at the Site. The Customer must make sure that the Customer makes any necessary preparations before the Equipment is connected, and the Customer must follow any instructions VMO2B gives to the Customer on making those preparations.

7.4 If, on any agreed date, the Customer fails to:

(a) take delivery of, or allow VMO2B to install, the Equipment; or

(b) allow VMO2B to carry out any work at the Site,

VMO2B may arrange storage for the Equipment at the Customer's risk (meaning that VMO2B will not be liable for any loss or damage arising while the Equipment is in storage). The Customer will have to pay the reasonable costs of the storage and VMO2B may charge the Customer a call-out fee and any reasonable costs arising as a result of the Customer's failure to comply with this paragraph 7.4(a) or (b).

7.5 Unless VMO2B agrees otherwise with the Customer in writing, there must be a Secure Electricity Supply available at the Site, at the points and with the connections VMO2B specify, for installing, using and maintaining the Equipment. If the Customer would need the Dedicated Internet Access Service to continue uninterrupted in a power failure, the Customer must provide back-up power which meets the requirements of the relevant British Standards. VMO2B will not be liable for Faults arising in the Dedicated Internet Access Service or Equipment as a result of a power failure.

7.6 VMO2B will use reasonable endeavours to put the Equipment where the Customer wants it, but VMO2B's decision on where to put the Equipment will be final and binding.

7.7 The Service Equipment will remain VMO2B's property at all times. The Customer agrees to make VMO2B's ownership of the Service Equipment clear to all Third Parties. VMO2B will own the Purchased Equipment until the Customer has paid VMO2B the Charges for the Purchased Equipment in full and in cleared funds.

7.8 The Customer will be responsible for all loss of or damage to the Equipment at the Site once the Equipment has been delivered. The Customer must insure the Service Equipment against all relevant risks.

7.9 VMO2B may alter or replace the Service Equipment from time to time as long as the altered or replacement equipment does not have a significant negative effect on the Dedicated Internet Access Service.

7.10 The Customer is responsible for making sure that the Service Equipment is kept safe and used properly at the Site. Unless the loss or damage results from VMO2B's negligence, actions or failings, VMO2B will not have any liability for loss of or damage to the Service Equipment (including lightning or electrical damage) and the Customer will indemnify VMO2B for any such loss or damage. Without limitation, the Customer must:

(a) not sell, let, transfer, dispose of, repair, service, tamper with, remove or interfere with the Service Equipment, use it as security for borrowing, or do anything else which would affect VMO2B's rights over the Service Equipment;

(b) not add to, alter or in any way interfere with the Service Equipment, including connecting it to any equipment or device designed to divert electronic communications services to a different provider;

(c) not allow the Service Equipment to be repaired, serviced or otherwise attended to by any person other than VMO2B's Representatives;

(d) not do anything which is likely to damage the Service Equipment or reduce its performance or operation;

(e) not remove, tamper with, change or mask any words or labels on the Service Equipment or any part of it;

(f) keep the Service Equipment at the Site and not move it at any time;

(g) protect, keep and use the Service Equipment:

(h) in line with any written instructions VMO2B may give the Customer from time to time; or

(i) if VMO2B does not give the Customer such instructions, to the same standard as a reasonable owner of Service Equipment would keep it;

(j) in an emergency, take whatever steps as are reasonably necessary to protect the Service Equipment, and tell VMO2B about the emergency as soon as possible;

(k) allow VMO2B to inspect, test and maintain the Service Equipment at all reasonable time and after giving the Customer reasonable notice; and

(l) prevent any circumstances or thing which is likely to damage the Service Equipment or reduce its performance or operation.

7.11 The Customer must immediately tell VMO2B of any loss of or damage to the Service Equipment. VMO2B will not have any liability for loss or damage arising as a result of the Customer not complying with its obligations as set out in paragraph 7.10.

7.12 Paragraphs 7.10 and 7.11 will also apply to the Purchased Equipment if the Customer's breach of this paragraph 7 would or could affect VMO2B's ability to provide the Dedicated Internet Access Service under the Agreement.

8. CUSTOMER APPARATUS

8.1 If VMO2B agrees to use any cabling or wiring already installed at the Site, the Customer must have full rights for the cabling or wiring to be used for the purpose of VMO2B providing the Dedicated Internet Access Service, and the Customer guarantees that it meets all relevant standards and any specifications notified by VMO2B to the Customer.

8.2 VMO2B will not be liable for any loss or damage arising directly or indirectly from any use of the Customer Apparatus in connection with the Dedicated Internet Access Service. The Customer is entirely responsible for the security of the Customer Apparatus.

8.3 The Customer is responsible for:

(a) the security of the Customer's information technology systems and network; and

(b) the accuracy, reliability and stability of stored information. Before VMO2B installs the Equipment the Customer must take all necessary steps to back up the Customer's information and data, and make sure it is secure. The Customer must follow all of VMO2B's reasonable instructions on preparing the Customer Apparatus and the Site. VMO2B will not be liable for any loss or damage arising from the Customer failing to follow VMO2B's instructions.

8.4 The Customer is responsible for making sure that the Customer Apparatus is appropriately programmed, equipped, compatible and connected for use with the Service Equipment, in line with VMO2's reasonable instructions (if any) and any other instructions or procedures that apply to using the Customer Apparatus or the Dedicated Internet Access Service. Unless VMO2B agrees to help the Customer (see paragraph 8.8), the Customer is responsible for connecting the Customer Apparatus to VMO2B's Network.

8.5 Unless VMO2B agrees otherwise in writing, VMO2B is not responsible for repairing and maintaining the Customer Apparatus.

8.6 The Customer must make sure that the Customer Apparatus is in good working order and meets all standards, approvals and Applicable Law. VMO2B may disconnect, or instruct the Customer to disconnect, any of the Customer Apparatus if, in VMO2B's reasonable opinion, it:

(a) does not meet any standard, approval or Applicable Law that applies at the time;

(b) may cause injury to any person or significant damage to property; or

(c) may reduce the quality of any service VMO2B provide.

8.7 VMO2B will have no liability resulting from the Customer not being able to use the Dedicated Internet Access Service if this is due to:

(a) the Customer Apparatus not being compatible with the Service Equipment, the Dedicated Internet Access Service, VMO2B's Network or any Third Party's communications network; or

(b) the Customer Apparatus failing or breaking down.

8.8 Customer is responsible for:

8.8.1 ensuring the LAN is configured;

8.8.2 ensuring that the devices connected to the Dedicated Internet Access Service do not pose a security risk to the VMO2B network;

8.8.3 ensuring that the devices have a suitable network connector and install network interface cards or wireless network adapters if necessary;

8.8.4 the security of the Customer's information technology systems and network; and

8.8.5 the accuracy, reliability and stability of stored information

8.9 If VMO2B agrees to help the Customer to prepare the Customer Apparatus or its connection to VMO2B's Network, the Customer must pay VMO2B's Charges for VMO2B's help, as agreed between VMO2B and the Customer.

9. MAINTENANCE

9.1 VMO2B is responsible for repairing and maintaining VMO2B's Network, the Service Equipment and the Dedicated Internet Access Service, and will provide a facility for the Customer's authorised staff to report Faults.

9.2 The Customer must pay the agreed Charges notified to the Customer by VMO2B if any repair or maintenance work is needed because of:

(a) the Customer misusing, neglecting or damaging the Service Equipment, Purchased Equipment or the Dedicated Internet Access Service;

(b) a power failure at the Site;

(c) the Customer accidentally or intentionally disconnecting the Service Equipment, Purchased Equipment or the Dedicated Internet Access Service;

(d) the Customer breaching any of its obligations under the Agreement; or

(e) a fault in, or other problem associated with, the Customer's Apparatus or any electronic communications system not run by VMO2B.

9.3 If the Customer does not allow VMO2B to attend the Site on any agreed date to repair or maintain the Service Equipment or the Dedicated Internet Access Service, VMO2B may charge the Customer a call-out Charge.

10. DOMAIN NAMES

10.1 Where the Dedicated Internet Access Service includes registering or hosting a Domain Name, the Customer must own any relevant trademark or name or have a licence to use it as the Domain Name.

10.2 If VMO2B believes that the Domain Name used in connection with the Dedicated Internet Access Service contains offending material, the Customer will need to choose a replacement Domain Name, and if the Customer refuses to choose a replacement, then VMO2B may suspend the service or part of it until such Domain Name is replaced.

10.3 If the Customer provides false information, does not pay the relevant Charges or does not provide the required information to register the Domain Name at the time requested by VMO2B, then VMO2B may terminate the Domain Name registration process, and the Customer will be liable for cost incurred by VMO2B.

10.4 The Customer agrees that VMO2B may charge appropriate transfer fees for transferring any Domain Name from the Customer or a Third Party. The transfer fee will be as set out in the Agreement or as agreed by the parties in writing. In order for VMO2B to make the transfer, the Customer agrees to:

(a) co-operate fully and promptly with VMO2B's reasonable requests; and

(b) do everything reasonably possible, at the Customer's own expense, to make sure that any Third Party co-operates with VMO2B fully and promptly.

VMO2B will use its reasonable efforts to make the transfer, but VMO2B will not be liable if the transfer cannot be made or is delayed due to the Customer or a third-party's omission or negligence.

10.5 The Customer appoints VMO2B as its agent for the purposes of registering the Domain Name. The Customer authorises VMO2B to accept the Department for Science, Innovation and Technology registry's standard terms and conditions on the Customer's behalf, as set out at https://www.gov.uk/help/terms-conditions and as may be amended from time to time by Department for Science, Innovation and Technology.

10.6 The Customer agrees to be bound by the Department for Science, Innovation and Technology registry's standard terms and conditions. The Customer is responsible for getting a copy of those terms and conditions from https://www.gov.uk/help/terms-conditions. The Customer further agrees to read, understand and abide by the Department for Science, Innovation and Technology registry's standard terms and conditions.

10.7 VMO2B does not guarantee that the Domain Name can or will be registered. The Customer should not assume that the Domain Name is registered until the Customer has been advised in writing that it has been registered. VMO2B shall not liable for any action or inaction the Customer takes in connection with the Domain Name (including marketing or publicity and the costs involved).

10.8 The Customer shall have no claim against VMO2B if the registry refuses to register the **Domain Name** or suspends or cancels it for any reason.

10.9 VMO2B is not responsible for, and will not be liable for, the Customer's use of the **Domain Name**. The Customer is responsible for settling disputes with any Third Party in connection with the Customer using the **Domain Name**. If there is a dispute, VMO2B may withhold or suspend the **Domain Name** without giving the Customer any notice or having any liability to the Customer.

10.10 VMO2B does not guarantee that the **Domain Name** is or will continue to be available for the Customer to use or that no other **Domain Name** which conflicts with or affects the use of the **Domain Name** is or will be registered.

10.11 The Customer may not transfer the **Domain Name** to any Third Party without obtaining VMO2B prior written permission. Where VMO2B gives its permission, VMO2B will only arrange the transfer of the Domain Name where VMO2B has received payment for all applicable Charges for the Dedicated Internet Access Service**.**

10.12 If the Dedicated Internet Access Service includes VMO2B renewing the registration of the **Domain Name**, then VMO2B;

(a) will use reasonable efforts to renew it;

(b) will not be liable to the Customer, where VMO2B fails to renew the registration of the domain name for any reason; and

(c) may renew the registration of the Domain Name automatically, and the Customer agrees that it will pay VMO2B any relevant Charges set out in the Agreement.

10.13 If the Customer is provided with a '.gov.uk' Domain Name, the terms set out at https://www.gov.uk/help/terms-conditions and accepted by VMO2B on behalf of the customer in accordance with paragraph 10.5 above shall apply in addition to all others set out in the Agreement.

11. IP ADDRESS

11.1 VMO2B will own any provider aggregated IP (internet protocol) addresses ("IP Address") VMO2B allocates to the Customer. The Customer can only use the IP Address while the Agreement is in force.

11.2 If the Government or other authority requires VMO2B to reconfigure VMO2B's Core IP Network, the Customer may need to reconfigure the Customer's network to be able to receive the Dedicated Internet Access Service. VMO2B will not be liable to the Customer for the cost of the reconfiguration of the Customer's network.

11.3 If there is any conflict between the IP Address provided by VMO2B and the addresses the Customer already uses, VMOB2 will use reasonable endeavours to change the IP Address to remove the conflict. If VMO2B cannot avoid the conflict, the Customer must change their IP addresses.

12. LIMITATION OF LIABILITY

12.1 As well as the provisions relating to VMO2B's liability for loss or damage in the General Conditions, and paragraphs 3.1 of this Service Schedule, the following applies:

(a) without affecting the general nature of clause 18 of the General Conditions, VMO2B will not be liable for loss or damage to the Customer or the Customer's business as a result of unauthorised access, failures of security measures or online attack (through the internet, the Dedicated Internet Access Service or otherwise) to the Customer's business systems, data, information or other materials. The Customer is responsible for protecting the Customer's business systems, data, information or other materials;

(b) VMO2B will have no liability in relation to the accuracy, content, quality, completeness, fitness for purpose or legality of any information or services the Customer gets access to using the Dedicated Internet Access Service. VMO2B will have no liability for material that the Customer transmits or receives, or any failure to transmit or receive any material;

(c) VMO2B does not guarantee that the services of any Third Party will always be available, and so will have no liability if they are not available. If the Customer accesses any Third Party's information or services through the Dedicated Internet Access Service, the Customer will be bound by that Third Party's terms and conditions and will be responsible for complying with the Third Party's terms and conditions, if any. VMO2B will have no liability in connection with any Third Party's information or services;

(d) VMO2B will not have any liability for:

(i) any Offending Material on a Third Party's website;

(ii) the conduct of any Third Party; or

(iii) any Third Party's rights being infringed (broken, limited or undermined),

and the Customer is responsible for making a decision as to the suitability or legality of accessing, viewing or downloading any material from the internet and VMO2B will have no liability for any content sent or received using the Dedicated Internet Access Service;

(e) VMO2B will not be liable for failing to meet any published Service Levels except those set out in the Service Level Agreement; and

(f) any dealings with third parties (including advertisers) included within or accessed through the VMO2B Website or the Dedicated Internet Access Service, and any terms, conditions, assurances or guarantees associated with those dealings, are between the Customer and the relevant Third Party. VMO2B will not be involved in those dealings and will not have any liability in connection with them. The Customer is responsible for complying with any acceptable use policy or terms and conditions relating to using linked sites.

13. TERMINATION OF THE DEDICATED INTERNET ACCESS SERVICE

13.1 The Customer may terminate the Dedicated Internet Access Service by:

(a) providing to VMO2B ninety (90) Days' notice in writing in accordance with clause 14.1 of the General Conditions; and

(b) paying VMO2B any applicable Termination Fees in respect of the Dedicated Internet Access Service.

13.2 Notwithstanding clause 23 of the General Conditions, where the Dedicated Internet Access Service comprises multiple Circuits or CPE, the Customer may request to disconnect certain Circuit(s) or remove certain CPE by providing to VMO2B ninety (90) days' notice in the form specified by VMO2B and reimbursing VMO2B for its applicable charges.

Appendix 1-Service Level Agreement (SLA)

1. SERVICE DELIVERY SERVICE LEVEL

1.1 Once the Customer's order is accepted by VMO2B and Site Surveys have been carried out, VMO2B will provide the Customer with a Customer Promise Date for each Site to which Service is to be provided. Subject to paragraphs 5.1 and 5.2 of this Appendix, if VMO2B fails to meet the Customer Promise Date and such failure is not due to an exclusion set out in paragraph 4 below, the Customer may claim the following one-off Service Credit:

Threshold Missed	Service Credit
Up to 10 days past the Customer Promise Date	An amount equivalent to 5% of one month's Rental Charges for the delayed Circuit
11-30 days past the Customer Promise Date	An amount equivalent to 15% of one month's Rental Charges for the delayed Circuit
31 days to 3 months past the Customer Promise Date	An amount equivalent to 25% of one month's Rental Charges for the delayed Circuit
Over 3 months past the Customer Promise Date	An amount equivalent to 50% of one month's Rental Charges for the delayed Circuit

2. SERVICE AVAILABILITY SERVICE LEVEL

2.1 VMO2B will provide the Dedicated Internet Access Service in accordance with the following Dedicated Internet Access Service availability targets ("Service Availability"):

Service Type	Threshold
Single Ethernet Circuit (Non-Resilient)	99.90%
Dual Ethernet Circuits, terminating on separate Services Equipment (Resilient)	100.00%
Dual Circuits with Ethernet primary and SOADSL,SOGEA, FTTP or VMO2B HFC secondary each terminating on separate Equipment (Resilient)	99.95%

2.2 VMO2B will calculate the Service Availability per Site as follows:

$$\frac{\text{24hrs x days in month – Outage Time hrs}}{\text{24hrs x days in month}} \text{ x100\%}$$

2.3 From the Service Commencement Date, VMO2B will measure the Service Availability from 00:01 on the first day to 24:00 on the last day of each calendar month.

2.4 If the Dedicated Internet Access Service is Resilient, where one or more Circuit(s) can transmit or receive internet data, VMO2B considers that the Dedicated Internet Access Service is available for the purpose of this Service Level.

2.5 If VMO2B fails to achieve the Service Levels set out in this paragraph 2, the Customer may claim a Service Credit of 10% of the monthly Rental Charges for the affected Dedicated Internet Access Service Circuit for the month of the Service Level failure.

3. SERVICE RESTORATION SERVICE LEVEL

3.1 If there is a Fault, VMO2B will aim to fix it within the timeframes as set out below ("Service Restoration"):

Circuit Type	Target Repair Time

Ethernet	6 hours (24x7x365)
VMO2B HFC	Standard: 12 hours (24x7x365)
SOADSL, SOGEA and FTTP	Standard: 20 hours* (24x7x365 where no Site visit required)
	Premium: 7 hours** (24x7x365 where no Site visit required)
	Where a Site visit is required to resolve the Fault then such visit will take place during the following hours and for the purpose of the Service Restoration Service Level the clock will stop until the visit has taken place:
	* 0800hrs to 1800hrs, Monday to Sunday;
	** 0800hrs to 1800hrs, Monday to Sunday. Work may continue outside of these times where access to the Site is available.
	The Customer may report Faults 24x7x365

3.2 The Target Repair Time chosen by the Customer is detailed in the Commercial Schedule.

3.3 If VMO2B fails to achieve the Service Levels set out in this paragraph 3, the Customer may claim Service Credits as follows:

Threshold Missed	Service Credit
0 – 3 hours past	10% of the monthly Rental Charges for the affected Circuit during the month of failure
3 – 10 hours past	20% of the monthly Rental Charges for the affected Circuit during the month of failure
Over 10 hours past	Additional 5% of the monthly Rental Charges for the affected Circuit during the month of failure for every additional 1 hour

3.4 If VMO2B owes the Customer Service Credits for both Service Availability and Service Restoration, the Customer will only be entitled to receive the greater of the two.

4. EXCLUSIONS

4.1 VMO2B will not be liable to pay Service Credits for a failure to meet the Customer Promise Date arising from:

(a) the Customer's network or system, or any part of it; or

(b) a fault in, or any problem associated with, equipment connected on the Customer side of the VMO2B network termination point; or

(c) Customer acts or omissions; or

(d) Customer's breach of the Agreement; or

(e) Customer's failure or delay in complying with VMO2B's reasonable instructions; or

(f) any refusal to allow VMO2B, its employees, agents or subcontractors to enter into the relevant sites; or

(g) the Customer not providing sufficient information to support VMO2B for the purpose of troubleshooting of fault fixing; or

(h) circumstances beyond VMO2B's reasonable control, including as set out in the Agreement; or

(i) the Customer's failure to obtain the necessary wayleaves.

4.2 Unavailability of the Dedicated Internet Access Service as a result of any of the following events shall not count as Outage Time for the Service Availability Service Level:

(a) an Excused Outage; or

(b) a Planned Outage.

4.3 Time spent in repairing a Fault or restoring the Dedicated Internet Access Service as a result of any of the following events will not be counted as part of restoration time when calculating Service Credits for Service Restoration:

(a) outage caused by the Customer;

(b) the Customer's failure or delay in providing necessary co-operation required by VMO2B including, without limitation supply of necessary information, access to relevant Sites and/or supply of necessary power or facilities;

(c) Customer Employees cannot be contacted to assist VMO2B or to confirm that the Dedicated Internet Access Service is restored;

(d) a failed Site visit;

(e) a Planned Outage;

(f) an Excused Outage,

and the time taken to restore a Fault is measured from the time the Fault is recorded on VMO2B's fault management system until the time VMO2B notifies the Customer that Dedicated Internet Access Service has been restored or, in the event that VMO2B is unable to contact the Customer, the time recorded on VMO2B's fault management system that Dedicated Internet Access Service has been restored.

5. CLAIMING SERVICE CREDITS AND VMO2'S LIABILITY TO THE CUSTOMER

5.1 To request a Service Credit, the Customer must submit a claim in writing within three months of the Fault. If the Customer does not claim a Service Credit within such period the Customer will be deemed to have waived the applicable Service Credit.

5.2 The Customer agrees that the Service Credits shall be the Customer's sole and exclusive financial remedy for VMO2B's failure to meet the Service Levels.

5.3 Service Credits payable shall relate to the monthly Rental Charges of the Dedicated Internet Access Service Circuit that is the subject of the Fault.

5.4 Notwithstanding any provisions in the Agreement to the contrary, in no event shall the total amount of Service Credits payable to the Customer in any calendar month for the affected Dedicated Internet Access Service Circuit exceed the total of the monthly Rental Charges for the affected Dedicated Internet Access Service Circuit.

6. PLANNED OUTAGE

6.1 Except in an emergency or in circumstances beyond VMO2B's control, VMO2B will endeavour to give the Customer at least ten (10) Working Days' notice of any maintenance or upgrade work on the Network which will affect the availability of the Dedicated Internet Access Service to the Customer's Site. Such notice will include:

(a) a brief description of the Planned Outage;

(b) the date and time of the Planned Outage; and

(c) the estimated duration of the Planned Outage,

6.2 A notice under paragraph 6.1 will be given by way of letter, email or telephone call. However, in the case of an emergency, VMO2B may give the Customer a shorter notice by way of a telephone call.

7. REPORTING A FAULT

7.1 The Customer must comply with any fault reporting format as advised by VMO2B from time to time for the reporting of Faults.

7.2 For the avoidance of doubt, if there is a dispute on any Fault commencement or duration, VMO2B's records shall be final.

7.3 Any Fault or suspected Fault on the Dedicated Internet Access Services must be reported to VMO2B's Technical Support Centre on 0800 052 0800 (followed by the Customer's PIN, if supplied).

7.4 The Customer shall identify to VMO2B the individuals who shall have authority to report Fault on the Customer's behalf ("Authorised Individuals").

7.5 Any replacement Authorised Individuals shall be notified to VMO2B in writing.

7.6 If there is a Fault in SOADSL, SOGEA or FTTP, the Customer must report this to VMO2B, not BT, in line with this Service Level Agreement. If a Fault is not due to the Dedicated Internet Access Service or VMO2B

is not able to diagnose the Fault remotely, because the Customer has not met the requirements of paragraph 8.6, the Customer must pay VMO2B's charges for investigating the Fault.

7.7 If an on-Site visit reveals that there is no Fault with the Dedicated Internet Access Service or that the Fault is an Excused Outage, VMO2B may charge the Customer, and the Customer shall pay VMO2B an engineer call-out fee at VMO2B's standard charges at that time.

Appendix 2 Installation Types

Installation Types	SOADSL	SOGEA	FTTP
Standard	• AM/PM appointment – Monday to Friday • Provision/upgrade to NTE5c with ADSL Service Specific Face Plate (SSFP) fitted • Up to 10 metres internal wiring from lead-in point • Install NTE within 1m of 13A power socket at nearest point to lead-in • Ensure wiring meets Openreach standards • Connect CP-provided router • Connect one device • Demonstrate working service • TRC banding for additional time (New Provide only)	A standard managed install is for quite simple installations. When considering the case of a new line provided with standard managed install, this would be primarily for a residential or small shop scenario, and the engineer will install NTE within 1m of a 13A power socket at the nearest point to lead-in. The engineer will: • Install up to 10m of cable from the nearest power socket to the lead-in. • Ensure wiring meets Openreach standards. • Connect the router. • Connect one device. • Demonstrate the speeds attainted.	An engineer visit to the end customer premises. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP). Engineer activities include: • Upgrade to NTE5c (if required) • Up to 15m of external wiring tacked around the outside of the building prior to entry. • Connect the ONT inside the premises within 1m of nearest13amp mains power socket and no more than 10m of internal wiring from the fibre point of entry if needed to locate a suitable mains power socket. • Connect router • Connect 1 device (includes: Set-top Boxes, PCs, Laptops and Smartphones, but does not include games consoles, WiFi extenders and WiFi disks, dongles or Customer specific units – devices not previously connected at the end customer premises will not be connected) • Demonstrate service to Customer

Installation Types	SOADSL	SOGEA	FTTP
Premium	• Up to 30 metres internal wiring from lead-in point • Connect up to two more devices • Conduct Wi-Fi analysis in up to three rooms • Move router to provide best Wi-Fi coverage • Install up to two data extension kits or shift NTE to where Customer wants (within 30 metres of lead-in)	A premium managed install is a higher level of managed installation service. It covers all the standard features, along with additional activities. The application for this type of install is most likely to be residential, and some micro enterprise settings. The engineer will: • Install up to 30m of cable from the nearest power socket to lead-in. • Connect up to 3 devices in total. • Move the router to provide the best wi-fi coverage and conduct wi-fi analysis in up to 3 rooms in the Site. • Install up to 2 data extension kits and or shift NTE. Further to this, there are some substitute activities should a premium managed install be selected to cover a SME (business) type setting. In this scenario, under a premium install, the engineer will: • Install up to 30m of cable from the nearest power socket to lead-in, but to cover more difficult places such as in an existing cable tray or trunking, or in accessible ceiling or floor voids (subject to engineer risk assessment) • Install up to 2 data extension kits. • No router installs (at Customer's risk)	A higher level of installation service. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP). Engineer activities includes all the Standard features along with additional activities to optimise connectivity within the end customer premise, including: • More than 15m of external wiring (only where needed to reach chosen location) tacked around the outside of the building prior to entry. • Connect the ONT inside the premises within 1m of a suitable 13amp mains power socket where this is located and up to 30m of internal wiring from the fibre point of entry if needed to locate a suitable mains power socket. • Install up to 2 data extension kits and/or Shift the ONT to where customer wants/needs • Reposition the end customer router to provide best Wi-Fi coverage • Carry out WIFI analysis in up to 3 rooms in the premise • Connect up to 2 more devices and demonstrate (total = 3) –(includes: Set Top Boxes, PCs, Laptops and Smartphones, but does not include games consoles, WiFi extenders and WiFi disks, dongles or Customer specific units. Any devices not previously connected at the end customer premises will not be connected).

Installation Types	SOADSL	SOGEA	FTTP
Advanced	Advanced is not available for BTW SOADSL.	An Advanced Managed Install is the most elevated level of Managed Installation service. It covers all the standard and premium features, along with additional activities, applicable to complex or critical installs. The application for this type of install is most likely to be commercial or industrial, with complex cabling requirements. In addition to applicable standard and premium activities, the engineer will: • Install up to 100m of cable from the nearest power socket to lead-in. • Install complex cabling if needs be through multiple walls. • Use existing cable trays running horizontally or vertically (which may be through multiple floors) • Install services through ceiling or floor tiles that are removable and easily accessible. • Use in-situ cabling (structured) to provide service. • Connect to existing in-building structured cabling e.g., in comms rooms	A higher level of installation service. Applies to new provide and product migration orders (e.g. from ADSL or FTTC to FTTP). This option is designed to support business customers with complex installations which require more than the Premium activities listed or into a separate building on Site such as outbuildings or garages. Additional information can be provided on the order and/or more detailed work can be carried out to provision service to meet the customer needs, especially businesses and public sector organisations. Advanced Install scope: • Existing Premium install activities as required e.g. connect and reposition the router to the ONT and connect up to three devices • Connect the ONT inside the premises within 1m of nearest 13amp mains power socket up to 100m from the Customer Splice Point (CSP). This 100m includes the internal and external wiring distance from the CSP. • Provide one external wall drill and one internal non-concrete wall drill if required • Use existing open cable tray work, work through ceiling or floor tiles that are removable and accessible and use in-situ cabling (structured cabling) • 'X' marks the spot to indicate preference for ONT install location (when available)