

Service Specific Terms

Dedicated Ethernet Service



Enterprise Customers

1. The Service - Overview

- 1.1 The Vodafone dedicated Ethernet service (the “**Dedicated Ethernet Service**”) is a solution that provides secure direct connectivity between two fixed points enabling transparent connection between local area networks. The term “**Service**” or “**Services**” in these Service Specific Terms means the Dedicated Ethernet Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service specification, which sets out a description of the Service, including optional Service Elements, complementary Services (where applicable), and may be updated from time to time (the “**Service Specification**”). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order; and
 - (b) the service levels, which set out the standards that will be applied to the provision of the Service in addition to the standards set out in the Tiered Support Service Specific Terms (the “**Service Levels**”).
- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms;
 - (b) the General Terms;
 - (c) the Fixed Service Terms set out at www.vodafone.co.uk/terms;
 - (d) the Order, which confirms the Service Elements selected by/for Customer;
 - (e) the Tiered Support Service Specific Terms available at www.vodafone.co.uk/terms; and
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service and Equipment

- 3.1 The Dedicated Ethernet Service provides direct connectivity between two fixed points enabling transparent connection between local area networks and will typically consist of one or two access services and a core bandwidth service. The Service may utilise Vodafone-owned capacity on submarine cables and capacity provisioned by Vodafone on terrestrial systems.
- 3.2 The Service comprises required core Service Elements and may also include optional Service Elements selected by Customer both of which shall be set out in the Commercial Terms and/or Order.
- 3.3 The Commercial Terms and/or Order will identify which Fixed Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer. Associated Charges shall be set out in the Commercial Terms and/or Order.

4. Service Specific Conditions of Use

- 4.1 **Ethernet access.** The following limitations apply to any Customer Sites connected to the Network by a third party Ethernet access circuit using Ethernet technology:
- (a) 100Mbps, 1000Mbps and 10Gbps Ethernet access circuit bandwidths may be reduced by up to 3Mbps in some circumstances, due to the underlying technology used to deliver the Service;
 - (b) where dual access is provided using third party access circuits, Vodafone cannot guarantee end-to-end diversity of the Access Circuits; and
 - (c) where an Access Circuit ordered cannot be provided at a Customer Site, Vodafone will advise the Customer of alternative options and prices. The Customer may order an alternative or cancel, without penalty. In these circumstances then the Customer shall not be entitled to any compensation in respect of such cancellation.

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- 4.2 **PSTN Connection:** Customer shall not (and shall ensure that Users shall not) connect or seek to connect the Services to the PSTN other than in accordance with Applicable Law.
- 4.3 **Regulated Items:** The export and/or import of certain Equipment (including, without limitation, Equipment where Ethernet access is provided) ("**Regulated Items**") are subject to domestic and/or foreign government export and/or import laws, rules, policies, procedures, restrictions and regulations ("**Export/Import Controls**"). Customer represents and warrants the following for Regulated Items: (i) Customer will export, import and/or disclose them only in strict compliance with applicable Export/Import Controls; and (ii) Customer will not try in any manner to evade US or any other jurisdiction's export controls on encryption. Customer acknowledges that the Export/Import Controls may include a complete prohibition on the export, re-export, import and/or use of a Regulated Item in certain jurisdictions thereby precluding the use of the Service in these jurisdictions.
- 4.4 **Third Party Provider:** Where required by Applicable Law, the Services may be provided in a given country by a Third Party Provider which has the necessary authority to provide the Services. Customer shall be aware that in certain geographic locations, Vodafone will provide the Services through the use of a local Third Party Provider.

5. Service Change Request Procedure

- 5.1 Any Configuration Change to the Service that is not a Standard Change shall be subject to the following service change request procedure ("**Service Change Request Procedure**"):
- (a) If either Party wishes to propose a change, it shall notify the other Party of that fact by sending a written request to the other Party's account manager/representative or via the Vodafone customer portal (if applicable), specifying in as much detail as is reasonably practicable, the nature of the requested change.
 - (b) As soon as reasonably practicable after sending or receiving a written request for a change, Vodafone shall provide the Customer with a brief written proposal in relation to the relevant change (a "**Change Control Proposal**") including, where applicable, the following information: (i) details of the proposed change and its impact on the Service including, without limitation, any changes to the Service, Service Levels and any other variations to the Service Specific Terms; (ii) a statement of the cost and expense of implementation and on-going operation of the relevant change, including any alteration of the Charges or additional Charges relating to the proposed change; (iii) a timetable for the implementation of the change; and (iv) details of the impact, if any, of the proposed change on any existing Services.
 - (c) The Customer shall review Vodafone's Change Control Proposal as soon as reasonably practicable and will either accept or reject the proposed Change Control Proposal. If the Parties agree with the proposed Change Control Proposal, they shall issue an amendment to the Service Specific Terms authorising the change in the form of a change Order.
 - (d) If it is necessary to use additional resources or to incur any other additional costs in making a change, they shall be calculated as a change to the Charges. Vodafone shall have no obligation to commence work in connection with any change until a relevant change Order authorising a change is executed by the Parties in writing.
- 5.2 Where a new Customer Site is added via the Service Change Request Procedure or where a Configuration Change to an existing Customer Site has been approved via the Service Change Request Procedure, Vodafone will notify the Customer of specific requirements at the Customer Sites.

6. Changes to Charges

- 6.1 Vodafone may (in addition to rights set out in clause 11 of the General Terms) change the Charges or any part provided that the change is in response to: (a) a judicial, statutory or regulatory decision, order or similar direction; (b) a variation by other communication providers ("**CPs**") to amounts Vodafone receives from or pays to such CPs; or (c) a change of the costs of any Third Party Provider services required for the Service. Vodafone shall provide the Customer written notice of a change under this clause 6.1 and if the Customer does not accept such changes within 5 Working Days of notification, then Vodafone may cancel the affected Order without having any liability to the Customer.

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Service Specification

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[NOTE: SERVICE SPECIFICATION IS AVAILABLE ON REQUEST]

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1. Incident Management

- 1.1 An Incident shall be deemed to: (i) commence when Acknowledged by Vodafone; and (ii) end when Vodafone advises Incident Resolution. The Customer will be deemed to have been advised if Vodafone has made reasonable attempts to contact the Customer.
- 1.2 It may be necessary for a temporary interruption in service from time to time for Vodafone to carry out essential maintenance or network upgrades to the Service and/or Equipment (an “**Outage**” or “**Outages**”). Vodafone will: (i) use reasonable endeavours to give the Customer as much notice as reasonably possible of any Outage, which will affect the availability of the Service; and (ii) use reasonable endeavours to minimise the number of Outages and any subsequent disruption to the Customer. Customer is responsible for notifying its Users, customers or third party providers of any Outage. Any planned downtime shall not be included in Incident or circuit availability measurements.

2. Severity Levels

- 2.1 A description of the different Severity Levels is set out below:

Severity Level	Severity Level definitions
1	A total loss of the Service at a Customer Site or multiple Customer Sites.
2	Partial loss of the Service (at one Customer Site or multiple Customer Sites) which has a significant detrimental effect on the Customer’s ability to perform normal communications but which does not represent a total loss of the Service. For example: (a) if the Customer has ordered a resilient service, loss of resilience at one or more Customer Sites (meaning a loss of any of the primary, secondary, or backup access circuits); or (b) loss of capacity.
3	Degradation of Service performance, or a Severity Level 1 or 2 Incident where Vodafone has been denied access to the Customer Site, or where Vodafone has been unable to make an Outage (for reasons outside of Vodafone’s reasonable control) to restore normal service.
4	A non-Service affecting Incident or Incidents not classed as Severity level 1, 2, or 3 Incidents. For example, an Incident with performance reporting.

3. Service Levels

3.1 Availability

- (a) **Measure:** The availability of the of the Service will be measured as the percentage of time the Service is available at the Service Demarcation Point of each Customer Site in a Monthly Measurement Period for the relevant primary access type and Customer Site configuration.
- (b) **Calculation:** The percentage Service availability at the Service Demarcation Point of each Customer Site will be calculated as follows: $(A - B \times 100\%) / A$. Where:
- (i) “**A**” equals the number of whole minutes in the relevant Monthly Measurement Period;
 - (ii) “**B**” equals the number of whole minutes during which the Service is Unavailable in the Monthly Measurement Period, excluding time where the Service is Unavailable due to an Excluded Event; and
 - (iii) “**Unavailable**” or “**Unavailability**” means a Customer Site cannot exchange data with another Customer Site.

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- (c) **Service Classification and Target Availability:** The Service Levels may vary depending on the Service classification specified in the Commercial Terms and/or Order. The availability targets set out in the table below shall apply to each Access Circuit making up the following Service classification, and not for the overall Service configuration:

Service Classification	Service Availability	Unavailable Minutes*
Unprotected end to end	99.3%	306.6 minutes
Unprotected access and protected Core	99.7%	131.4 minutes
Protected access and protected Core	99.95%	21.9 minutes
Dual homed access protected end to end	99.99%	4.38 minutes
Dual diverse paths	99.995% (Customer Site objective)	2.2 minutes

*The number of minutes during the Monthly Measurement Period that a Service may be Unavailable before the Service Level is not met based on an average measurement of 43800 minutes per Monthly Measurement Period.

3.2 Incident Resolution Times

- (a) **Calculation:** The Incident Resolution time shall be calculated as the number of whole hours between the time Vodafone Acknowledges a Severity Level 1 or 2 Incident and the time Vodafone confirms to the Customer that the Incident is Resolved. Vodafone will be deemed to have advised the Customer of the Resolution of the Incident if Vodafone has made reasonable attempts to contact the Customer. The Incident Resolution times do not apply to Incidents caused by or associated with an Excluded Event.
- (b) **Target Incident Resolution Times:** Vodafone will use reasonable endeavours to Resolve an Incident within the target time of 4 hours with the exception of the Service in the table below which will have the following Incident Resolutions times:

Service	Target Incident Resolution Times
Protected circuits	seven (7) hours for restoration of protection

4. Service Credits

4.1 General

- (a) The Customer must claim all Service Credits via the Vodafone account manager within 30 days of the end of the Monthly Measurement Period. Any Service Credits will be applied to the Customer's next bill after agreement that such Service Credits are due.
- (b) The Customer shall not be entitled to Service Credits for any failure or delay in performing the Service that arises out of, or in connection with: (i) intermittent Incidents which do not prevent the use of the Services; (ii) performance reporting; or (iii) an Excluded Event.
- (c) The total Service Credits payable in any given Monthly Measurement Period shall not exceed 100% of the Recurring Charge for the affected Customer Site.
- (d) If one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of the two Service Levels shall be payable.
- (e) Any Service Credits will be applied to the Customer's next bill after agreement that such Service Credits are due.
- (f) Service Credits as set out in these Service Specific Terms shall be the Customer's sole and exclusive remedy against Vodafone in respect of any failure in Service performance even where Vodafone is made aware of the likely loss incurred by the Customer for such failure.
- (g) No Service Credit is payable where Recurring Charges are waived.

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- (h) Other than as set out in this clause 4, Vodafone shall have no additional liability to the Customer in relation to under-performance or Unavailability of any circuit.

4.2 Service Credits for Availability

- (a) Service Credits for availability shall be calculated based on actual Customer Site availability during the Monthly Measurement Period for the applicable Service classification in accordance with the tables below. Any Service Credits for availability will be a percentage of the monthly Recurring Charge of the affected Customer Site for the applicable Monthly Measurement Period.
- (b) Availability at the Service Demarcation Point per Customer Site for the applicable Service classification:

Service classification	Customer Site availability (Unprotected end to end)	Service Credits available (Percentage of monthly Recurring Charges)
Unprotected end to end	99.29 to 99.00%	1%
	98.99 to 98.75%	3%
	98.74 to 98.50%	5%
	98.49 to 98.25%	10%
	98.24% and below	25%
Unprotected access and protected Core	99.69 to 99.60%	3%
	99.59 to 99.50%	5%
	99.49 to 99.40%	15%
	99.39% and below	30%
Protected access and protected Core	99.949 to 99.89%	3%
	99.89 to 99.80%	5%
	99.79 to 99.70%	10%
	99.69 to 99.50%	20%
	99.49% and below	40%
Dual homed access, protected end to end	99.989 to 99.89%	3%
	99.89 to 99.80%	5%
	99.79 to 99.70%	15%
	99.69 to 99.50%	25%
	99.49% and below	50%
Dual diverse paths	99.994% to 99.991%	1%
	99.99 to 99.89%	3%
	99.89 to 99.80%	5%
	99.79 to 99.70%	15%
	99.69 to 99.50%	25%
	99.49% and below	50%

4.3 Service Credits for Incident Resolution Times

- (a) The Service Credit for Incident Resolution shall be a percentage of the Recurring Charge for the applicable Monthly Measurement Period for the affected Service component thereof and shall vary

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depending on the number hours beyond the target Incident Resolution time that the Incident remains unresolved as set out in the table below:

Number of hours beyond the target Incident Resolution time	Service Credits available
Between 1 and 15 hours inclusive rounded up to the nearest hour	5%
16 to 48	15%
49 to 119	25%
120 to 167	50%
168 or more	100%

- (b) For the avoidance of doubt, no Service Credits for Incident Resolution shall apply to the Tiered Support Services, whether or not such support services are provided within or outside the targeted Resolution times set out in the Tiered Support Service Specific Terms

4.4 Service Credits for Delay

- (a) The Customer shall be entitled to a Service Credit if the Service Commencement Date in respect of a Customer Site is delayed past the Agreed Delivery Date, or a Hard Configuration Change to an existing Customer Site, due to an act or omission of Vodafone, calculated in accordance with the following table:

Delay in Agreed Delivery Date of:	Number of Working Days	Service Credit (% of the Installation Charge/relevant Configuration Change Charge)
New Customer Site or Hard Configuration Change	1 to 10	5%
	11 to 20	20%
	>20	25%

- (b) Vodafone's total liability for the applicable Service Credit shall not exceed:
- (i) for delay of the Service Commencement Date (past the Agreed Delivery Date) for a new Customer Site: 25% of the Installation Charge for that Customer Site; or
 - (ii) for delay of the Service Commencement Date (past the Agreed Delivery Date) for a Hard Configuration Change: 25% of the charge for that Hard Configuration Change.
- (c) The Service Credit for the delay to a new Customer Site will be: (a) determined by the number of whole Working Days that the Service Commencement Date of the Service passes beyond the Agreed Delivery Date for a Customer Site; and (b) calculated as a percentage of the relevant affected Customer Site's Installation Charge as set out in the Commercial Terms and/or Order.
- (d) The Service Credit for the delay to a Hard Configuration Change will be: (a) determined by the number of whole Working Days that the Service Commencement Date of the Configuration Change passes beyond the Agreed Delivery Date; and (b) calculated as a percentage of the relevant affected Customer Site charge for the Hard Configuration Change agreed pursuant to the Service Change Request Procedure or the Recurring Charge.
- (e) The Installation Charge referred to in this clause 4.3(b)(b) will: (a) include Vodafone's standard Charges; and (b) exclude any additional Charges due to specific Customer Site requirements, for example additional construction charges, as specified in the Commercial Terms and/or an Order.

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5. Assumptions and exclusions

- 5.1 Where requested by Customer, Vodafone will use reasonable efforts to meet an expedited delivery date and Customer will pay Vodafone any applicable Charges for doing so in accordance with the Commercial Terms and/or Order.



Definitions

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The following definitions are applicable to the Services:

Access Circuit	the network connection provided between the Service Demarcation Point at the Customer Site and the ingress/egress port of the Vodafone optical transmission network.
Acknowledged	a confirmation given to the Customer that a particular service request or Incident being raised is valid and the provision to the Customer of a unique reference for it.
Configuration Change(s)	any Hard Configuration Change and/or any Soft Configuration Change, that is not a Standard Change.
Excluded Event	<p>any of the following:</p> <ul style="list-style-type: none"> (a) a fault or incident with any Vodafone service other than the Service purchased under these Service Specific Terms; (b) a fault or incident in, or any other problem associated with, non-Vodafone-supplied power, any Customer Equipment, equipment connected Customer's side of the Service Demarcation Point, non-maintained structured cabling or other telecommunications systems not operated or provided by Vodafone; (c) the fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control; (d) Customer not performing or a delay in performing any of the Customer obligations or conditions of use set out in the Agreement; (e) Customer requesting Vodafone to modify a Customer Site, or test one although no Incident has been detected or reported in accordance with the Service Specific Terms; (f) Service suspension or a Force Majeure event in accordance with the General Terms; (g) the inability or refusal by a third-party supplier to provide or maintain the Access Circuit at a Customer Site; (h) a Configuration Change in the process of implementation; (i) an Outage; (j) Customer's failure to provide or delay in providing the necessary rack space and power required for the installation and operation of the CPE; (k) Customer's failure to supply all reasonable information required by Vodafone, including complete details of the Customer Site; (l) any degradation of performance that is caused by, or for any fault in, the Access Circuit that occurs as a result of, or in connection with, technical limitations beyond Vodafone's control (including, by way of example and without limitation, breaks in fibre that are (i) caused by a third party who is not controlled by Vodafone; or (ii) in fibre that is not owned or operated by Vodafone) and any submarine cable breaks; (m) where a Service Credit is claimed for late repair, the Unavailability period relevant to this claim, will be excluded from the Service Availability calculation; (n) a fault or incident caused by failure at any other Customer Site;

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	<ul style="list-style-type: none">(o) Vodafone being unable to access or being delayed in accessing any equipment or the Customer Site (where a Customer Site visit is required) due to reasons outside its control, including, inclement weather or Customer's refusal to admit Vodafone;(p) any delay attributable to a Freeze Period; or(q) any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement, including delays attributable to excavation permissions or other local or national laws or regulations.
Hard Configuration Change	a change to the Service that may include one or more of the following: <ul style="list-style-type: none">(a) transfer of the Service from one Customer Site to another;(b) migrating between physical service access options (including port speed or port type);(c) modifications requested by Customer to alter the Service at a Customer Site requiring physical intervention; and/or(d) physical movement of a Customer Site or removing a Customer Site from the Service.
Incident	any fault, incident, or problem which affects the Service provided to the Customer, excluding any fault, incident or problem with a service purchased under separate Service Specific Terms, and notified to Vodafone.
Monthly Measurement Period	the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month which will be beginning of the calendar month up to the termination date or expiry of the Service).
NTE	the Equipment to terminate the Customer's connection.
Outage	a temporary interruption in service as further defined in clause 1.2 of the Service Levels.
PSTN	the public switched telecommunications network.
Resolve or Resolution	the exercise by Vodafone of its reasonable endeavours to repair the root cause of an Incident, or to implement a workaround.
Service Credits	the service credits payable by Vodafone to Customer in accordance with these Service Specific Terms.
Service Demarcation Point	the NTE or the service interface of the Access Circuit.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels.
Severity Level	the categorisation (as described in clause 2.1 of the Service Levels) of the severity of an Incident as determined by Vodafone in its discretion.

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Soft Configuration Change	a change to the Service that does not constitute a Hard Configuration Change; including the modification of the configuration of the Customer's circuit at Customer's request that is not classified as a Hard Configuration Change.
Standard Change	a pre-approved change that is low risk, relatively common and follows a procedure or work instruction.