

Service Specific Terms



Ethernet VPN and Ethernet Wireline Service

Enterprise Customers

1. The Service – Overview

- 1.1 The Vodafone Ethernet VPN and Vodafone Ethernet Wireline services (“**EVPN**” and “**EWS**” respectively) are independent solutions that provide high-speed connectivity between Customer Sites via the Vodafone MPLS Core Network, combining the benefits of Ethernet and MPLS. The term “**Service**” or “**Services**” in these Service Specific Term means either or both of EVPN and EWS as selected by/for the Customer in the Commercial Terms and/or Order.

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 which 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;
 - (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**”); and
 - (c) the Coverage Bands and Frame Delay service degradation information, which sets out a non-binding description of available Coverage Bands and target Frame Delay 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 set out 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 EVPN is a Virtual Private LAN Service (VPLS) and EWS is a Virtual Private Wire Service (VPWS). Each Service provides high-speed connectivity between two or more Customer Sites in a point-to-point or point to multipoint fashion and enables network sites (which could be in geographically diverse locations) to communicate with each other as if they were directly attached to each other.
- 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 Fixed Equipment relevant to this Service may include Network Termination Equipment. 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.
- 3.4 **Coverage Bands:** Vodafone may, on a case by case basis, determine if the Service is available in any of the locations in the Coverage Bands. If Vodafone is able and willing to provide the Service in any of the locations in the Coverage Bands, then prior to relevant Order being placed, it must be confirmed in writing between the Parties.

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4. Service Specific Conditions of Use

4.1 Ethernet access

- (a) The following limitations apply to any Customer Sites connected to the Vodafone MPLS Core Network by a third party Ethernet access circuit using Ethernet technology:
 - (i) Vodafone will use reasonable endeavours to procure Access Circuits which offer similar performance to the targets set out in the Service Levels section]; however, due to the wide range of technology solutions used in the market to offer Ethernet Access Circuits, Vodafone does not guarantee a minimum specification of third party Access Circuit.
 - (ii) Any minimum requirements for Access Circuits (for example, a minimum MTU) shall be set out in the Order and/or a statement of work.
- (b) 100Mbps Ethernet access circuit bandwidths may be reduced by 3Mbps in some circumstances, due to the underlying technology used to deliver the Service.
- (c) As is standard practice for data services, the experienced throughput of the EVPN/EWL may vary from the stated CIR, PIR, EIR or Access Circuit speed due to packet overheads.

4.2 FTTC: In the case of FTTC Access Circuits in the UK:

- (a) The following terms apply to UK, FTTC Access Circuits:
 - (i) The Access Circuit bandwidth available in both the downstream and upstream directions is subject to the length and quality of the copper circuit employed between the Customer's premises and the BT Openreach street cabinet.
 - (ii) The Access Circuit bandwidth available is subject to the Prioritisation Rate applied by BT Openreach.
 - (iii) If the EVC bandwidth is greater than the available Access Circuit bandwidth then Ethernet frames may be dropped.

4.3 FTTP: In the case of FTTP Access Circuits in the UK:

- (a) The following terms apply to UK, FTTP Access Circuits:
 - (i) The Access Circuit bandwidth available in both the downstream and upstream directions is subject to the restrictions imposed by BT Openreach on FTTP which may include (but is not limited to) the Prioritisation Rate applied by BT Openreach.
 - (ii) If the EVC bandwidth is greater than the available Access Circuit bandwidth then Ethernet frames may be dropped.

4.4 **Data throughput:** The experienced throughput of the Service may vary from the stated CIR, PIR, EIR or Access Circuit speed due to the packet overheads.

4.5 **Secondary EVC:** If the Customer orders a secondary EVC, and such EVC is used other than set out in the Service Specification, Customer shall pay Vodafone the undiscounted Charges for such secondary EVC from the date of misuse.

4.6 **PSTN Connection:** Customer shall not (and shall ensure that Users shall not) connect or seek to connect the Services to the PSTN otherwise than in accordance with Applicable Law.

4.7 **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.

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- 4.8 **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 [that is not a Normal Change] to the Service 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.
 - (e) 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.

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[NOTE: SERVICE SPECIFICATION IS AVAILABLE ON REQUEST]



Service Levels

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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 to the 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 use reasonable endeavours to minimise the number of Outages and any subsequent disruption to the Customer. The 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.
- 1.3 Incidents may be reported at any time; however, Incident resolution will only occur during Working Hours.

2. Severity Levels

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

Severity Level	Severity Level Definition
0	Vodafone MPLS Core Network node or route failure affecting multiple Vodafone customers.
1	A total loss of the Service at one 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.
3	Degradation of the Service performance (for example, a low number of Users affected with minimum impact) or a Severity Level 0, 1, or 2 Incident downgraded in accordance with clause 5.3 of these Service Levels.
4	A non-Service affecting Incident or Incidents not classed as a Severity Level 0, 1, 2, or 3 Incident, including Incidents with performance reporting.

3. Service Levels

3.1 Availability

(a) Service Level Measure:

- (i) The availability of the Service will be measured as the percentage of time the Ethernet Virtual Circuit between Customer Sites is available in an Annual Measurement Period. The measurement of Unavailability only applies where the Service is unavailable due to a Severity Level 0, Severity Level 1 or Severity Level 2 Incident.
- (ii) The Service Levels set out in this clause 3 shall only apply to those Customer Sites located in a Coverage Band and directly connected to the Vodafone MPLS Core Network, and shall apply from the most recent Service Commencement Date for the relevant EVC.

(b) **Calculation:** The percentage (“**P**”) Service availability will be calculated as follows: $P = (A - B \times 100\%) / A$. Where:

- (i) “**A**” equals the number of whole minutes in the relevant Annual Measurement Period;
- (ii) “**B**” equals the number of whole minutes during which the Service is Unavailable in the Annual Measurement Period, excluding time where the Service is Unavailable due to an Excluded Event; an EVC or Access Circuit Regrade or Severity Level 3 or Severity Level 4 Incident; and
- (iii) “**Unavailable**” or “**Unavailability**” means the Ethernet Virtual Circuit cannot transmit data in one or both directions as a result of an Incident.



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- (c) **Availability Target:** The availability targets shall vary depending on the specific Coverage Band unless an EVC is provided in the UK using an EFM, FTTC/FTTP or Fibre, then the availability target for that access type shall apply as set out below:

UK access type			Coverage Band			
EFM	FTTC/FTTP	Fibre	A	B	C	D
99.8%	99.8%	99.87%	99.85%	99.6%	99.4%	99.0%

3.2 Incident Resolution Times

- (a) This Service Level and associated Service Credits only apply to those Customer Sites located in a Coverage Band.
- (b) **Calculation:** The Incident resolution time (for each Coverage Band or access type) shall be calculated as the number of whole hours between the time Vodafone Acknowledges a Severity Level 0, 1 or 2 Incident and the time Vodafone confirms to the Customer that the Incident is resolved. The Customer will be deemed to have been advised 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. The percentage calculation of Target Incident Resolution Time is based on the Incidents logged by Vodafone within the Annual Measurement Period.
- (c) The target Incident resolution times set out in the table below shall apply to the Coverage Bands and access types (for the UK only), and are applicable to each Access Circuit at a Customer Site:

Access Type		Coverage Band			
UK Fibre Access	UK EFM or UK FTTC/FTTP	A	B	C	D
5 hours	7 hours	4 hours	6 hours	12 hours	24 hours

3.3 Service Degradation

- (a) Service degradation service levels set out an expectation of the average performance between the MPLS switches located within the Vodafone MPLS Core Network nodes under normal working conditions.
- (b) The Service degradation Service Levels: (a) only apply to traffic within CIR and not to any traffic bursting beyond the CIR; and (b) apply from the most recent Service Commencement Date for the relevant Customer Site.
- (c) The Service degradation Service Levels do not apply: (a) to Severity Level 1 or 2 Incidents; and/or (b) where the Incident is due to an Excluded Event;
- (d) The Service degradation Service Level is measured between the MPLS switches located within the Vodafone MPLS Core Network nodes.
- (e) **Service degradation Service Levels:** The Service degradation Service Level will be measured by determining whether the relevant Service degradation targets set out below have been met:
- (i) Frame Delay (latency performance)
 - (A) **“Frame Delay”** is the time taken by an Ethernet frame to be transmitted across the Vodafone MPLS Core Network, and is measured as an average round trip value for an Ethernet frame between the ingress and egress MPLS switches located with the Vodafone MPLS Core Network nodes.
 - (B) Frame Delay performance may vary from time to time as a result of resilience mechanisms aimed at maximising end-to-end service availability which are present on the global meshed Vodafone MPLS Core Network.
 - (C) The target Service degradation Service Levels for Frame Delay are set out in the section “Coverage Bands and Frame Delay Service Degradation” to these Service Specific Terms.



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- (ii) Frame Delay Variation
- (A) **"Frame Delay Variation"** is the variation of the inter-Frame Delay and will be measured as the absolute variance between the Frame Delay seen on individual Ethernet frames and the average Frame Delay between the ingress and egress MPLS switches located within the Vodafone MPLS Core Network.

- (B) The Frame Delay Variation target Service Level for circuits routes across the Vodafone MPLS Core Network is:

CoS	Target
Premium CoS	5 milliseconds

- (C) There is no Frame Delay Variation Service Level target for Enhanced CoS or Standard CoS.

- (iii) Frame Loss

- (A) **"Frame Loss"** is the percentage of Ethernet frames lost between MPLS switches located within the Vodafone MPLS Core Network.

- (B) The Service degradation Frame Loss target Service Levels for circuits routed across the Vodafone MPLS Core Network are:

CoS	Target
Premium CoS	0.04%
Enhanced CoS and Standard CoS	0.06%

4. Service Credits

4.1 General

- (a) Service Credits will only be payable in respect of the Annual Measurement Period if the Services fall below the applicable target for that period.
- (b) The Customer must claim all Service Credits via the Vodafone account manager within 30 days of the end of the applicable Annual Measurement Period or one month review period. Any Service Credits will be applied to the Customer's next bill after agreement that such Service Credits are due.
- (c) 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; provided, however, that the Customer may have the right to terminate for material breach under the terms of the Agreement.
- (d) Vodafone shall not be liable for any failure of the Services to meet the specified Service Levels to the extent that such failure is due to the Customer Site access not being granted, or any other act or omission by the Customer which prevents Vodafone from performing the Services, or is a direct result of any interruptions or maintenance activities agreed with the Customer.
- (e) 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.
- (f) The maximum cumulative Service Credits applicable in any one calendar month shall not exceed 100% of the total monthly Recurring Charges payable by the Customer for the affected EVC or Access Circuit.
- (g) Vodafone shall not be liable for any Service Credits for any failure or delay in performing any of Vodafone's obligations under the Agreement that arise out of, or in connection with: (a) intermittent Incidents which do not prevent the use of the Services; (b) performance reporting; or (c) an Excluded Event.

4.2 Service Credit for Delay



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- (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 Configuration Change to a circuit at an existing Customer Site, due to an act or omission of Vodafone, calculated in accordance with the following table:

Number of Working Days	Service Credit (% of the Installation Charge / Regrade Charge)
1 to 5	5%
6 to 10	10%
11 to 15	15%
16 to 20	20%
>20	25%

- (b) For each EVC, where there are at least two Service Demarcation Points, the Service credit shall be calculated based on the Working Days past the Agreed Delivery Date for the last Customer Site of the two Service Demarcation Points to be installed.
- (c) Vodafone's total liability for Service Credits for delay shall not exceed:
- (i) for delay of the Service Commencement Date, past the Agreed Delivery Date, for a new Customer Site: 25% Installation Charge for the Customer Site; and
 - (ii) for delay of the Service Commencement Date, past the Agreed Delivery Date, for a Configuration to a Customer Site: 25% of the Regrade Charge for the affected circuit.
- (d) For the purposes of this clause 4.2, the Installation Charge excludes any additional Charges due to specific Customer Site requirements (for example, additional construction Charges).

4.3 Service Credit for Incident Resolution Times

- (a) Customer may claim a Service Credit for a Severity Level 0, 1 or 2 Incident which has not been resolved within the mean target Incident Resolution Time set out in clause 3.2 above. The maximum Service Credits payable in any monthly review period are listed below:

Number of Incidents in a one month review period not resolved in the mean target Incident Resolution Time	Reduction of Monthly Recurring Charge for the affected EVC per one month review period
1	10%
2	25%
3	35%
4 or more	50%

- (b) Vodafone's total liability for Service Credits for Incident resolution in an Annual Measurement Period shall not exceed 25% of the annual Recurring Charge for the relevant affected EVC.

4.4 Service Credit for Service degradation

Where an Incident arises because the average Frame Delay, Frame Delay Variation or Frame Loss has not met the Service degradation Service Levels set out in clause 3.3(e) above, Customer may claim a Service Credit calculated as 20% of the pro-rata Monthly Recurring Charge for the affected EVC for the period that the applicable Service degradation Service Level has not been met for that EVC. The period during which the targets are not met shall be measured from the date Vodafone Acknowledges an Incident for a Service degradation Service Level failure to the date that the Service falls within the affected Service degradation Service Level.



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- (a) Vodafone's total liability for Service Credits for a failure to meet Service degradation Service Levels for Frame Delay, Frame Delay Variation and Frame Loss in a single calendar month shall not exceed 20% of the Recurring Charges for the affected EVC.

4.5 Service Credit for availability

- (a) Customer may claim a Service Credit for an individual EVC where the availability of the Service falls below the targets set out in in clause 3 above at the end of each Annual Measurement Period as follows:

% of Availability below target	Service Credit (percentage of 12 x Monthly Recurring Charge for the affected EVC)
>0%-0.1%	3%
>0.1-0.2%	5%
>0.2-0.35%	10%
>0.35%	15%

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Coverage Bands and Frame Delay Service Degradation

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1. General

- 1.1 The Frame Delay Service Level guidance set out in clause 3 of this section is subject to change by Vodafone from time to time. The Frame Delay target Service Levels do not constitute a formal offer for Services within a geography.
- 1.2 The Customer shall request from Vodafone current availability prior to submitting any Order for Services to Vodafone.
- 1.3 The Frame Delay target Service Levels and guidance set out in this Annex are expressed as an average round-trip delay.

2. Coverage Bands

- 2.1 The Coverage Bands shall include the locations in the table below. Vodafone may on a case by case basis determine if the Service is available in any of the locations. If Vodafone is able and willing to provide the Service in any of these locations, then prior to the relevant Order being placed, it must be confirmed in writing by Vodafone to Customer.

UK	A	B	C	D	Reasonable Endeavours
All UK & NI locations with the exclusion of: The Isle of Man Guernsey Jersey & the Channel Islands	Australia (Melbourne, Sydney, Perth, Adelaide, Brisbane) Belgium Czech Republic Denmark France Hong Kong Hungary Japan Luxembourg Netherlands Poland Singapore South Korea (Seoul & Busan) Spain Switzerland Taiwan	Albania Austria Belarus Bosnia Bulgaria China (Beijing, Shanghai, Guangzhou, Shen Zhen) Croatia Cyprus Finland Georgia Germany Greece India Indonesia (Jakarta) Ireland Italy Lithuania Lithuania Macedonia Malaysia (KL) Moldova Montenegro New Zealand (Auckland)	Australia (other) Bahrain Bermuda Canada Channel Isles China (other) Estonia Malaysia (other) Norway Thailand (other) Vietnam (other)	Azerbaijan Bangladesh Belarus Brunei Cambodia Indonesia (other) Isle of Man Kazakhstan Laos Latvia Mongolia Myanmar New Caledonia New Zealand (other) Pakistan Papua New Guinea Russia (other) South Africa South Korea (other) Sri Lanka UAE Ukraine Uzbekistan	Angola Cameroon Côte d'Ivoire Egypt Ghana Iran Jordan Kenya Kuwait Kyrgyzstan Madagascar Mauritius Mozambique Nigeria Oman Qatar Saudi Arabia Senegal Tanzania Turks & Caicos

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Coverage Bands and Frame Delay Service Degradation



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(b) Global to UK Guidance:

Country	Pop	Dublin	Birmingham	Bracknell	Bristol	Glasgow	Leeds	Livingstone	Manchester	London	Swindon
Australia	Melbourne	335	320	314	319	338	326	334	328	317	322
Australia	Perth	302	289	278	284	309	296	305	298	285	288
Australia	Sydney	335	347	344	350	368	354	363	357	344	353
China	Beijing	336	309	299	305	330	316	325	319	306	308
China	Guangzhou	294	268	258	263	289	275	284	277	265	267
China	Hong Kong	263	242	233	238	260	248	256	250	239	241
China	Shanghai	316	300	293	300	314	302	316	304	295	301
Indonesia	Jakarta	261	238	229	234	256	244	252	246	235	237
Japan	Osaka	288	270	260	272	284	272	286	273	265	269
Japan	Tokyo	289	267	263	267	284	272	283	274	264	268
Japan	Yokohama	289	283	274	279	301	289	297	291	280	282
Malaysia	Kuala Lumpur	271	273	264	269	291	279	289	281	270	272
Phillippines	Manilla	269	290	279	285	311	297	306	299	286	289
Singapore	Singapore, TSD	254	231	222	227	249	237	245	239	228	230
South Korea	Seoul	317	308	301	306	322	310	324	312	303	309
Taiwan	Taipei	304	314	305	310	332	320	328	322	311	313
Thailand	Bangkok	293	289	280	285	307	295	303	297	286	288
Thailand	Nonthaburi	290	263	253	259	284	270	279	273	260	262
Vietnam	Hanoi	288	276	267	272	294	282	290	284	273	275
Vietnam	Ho Chi Minh	290	278	269	274	296	284	292	286	275	277
Belgium	Brussels	55	30	26	32	49	36	45	38	27	33
Czech Republic	Prague	73	55	46	52	69	58	72	59	47	55
Denmark	Copenhagen	62	36	33	38	56	43	52	45	33	41
France	Marseille	70	44	34	39	64	51	60	53	40	43
France	Paris	55	30	21	26	49	36	45	38	27	29
Germany	Dusseldorf	59	33	30	35	53	39	48	41	30	38
Germany	Frankfurt	60	41	32	37	56	45	58	45	34	40
Germany	Hamburg	58	32	29	34	52	38	47	40	29	37
Hungary	Budapest	85	67	59	64	82	70	84	71	59	67
Italy	Milan	75	56	48	54	72	60	74	60	49	57
Netherlands	Amsterdam	48	24	21	26	43	30	38	32	21	29
Poland	Warsaw	81	63	55	60	76	66	80	67	55	63
Russia	Moscow	117	99	91	96	112	102	116	103	91	99
Spain	Barcelona	75	48	38	44	69	55	64	58	45	47
Spain	Madrid	77	51	40	46	71	58	67	60	47	49
Switzerland	Zurich	77	51	40	46	71	58	67	60	47	49
India	Bangalore	225	201	191	197	220	208	216	210	198	200
India	Chennai	232	209	203	208	227	215	223	217	206	211
India	Delhi	217	191	181	186	212	198	207	200	187	190
India	Mumbai	189	166	155	161	184	172	180	174	162	164
Bahrain	Manama	205	182	173	178	200	188	196	190	179	182
UAE	Abu Dhabi	201	182	176	184	196	184	198	186	179	181
UAE	Dubai	207	184	181	186	202	190	198	192	181	189
Ireland	Dublin	9	25	28	23	31	24	32	20	32	26
UK	Birmingham	26	8	14	11	24	15	23	11	17	12
UK	Bracknell	29	14	8	10	30	18	28	21	9	10
UK	Bristol	21	11	10	8	28	21	29	17	13	9
UK	Glasgow	31	24	29	28	8	15	9	16	26	31
UK	Leeds	24	13	18	21	15	8	13	9	14	20
UK	Livingstone	32	23	28	29	9	13	8	17	22	30
UK	Manchester	23	10	21	17	19	9	18	8	17	17
UK	London	32	14	7	13	26	14	22	17	8	14
UK	Swindon	25	12	9	9	31	20	30	16	14	8
USA	Atlanta	137	110	107	113	131	117	127	120	107	116
USA	Chicago	150	123	115	123	144	130	139	132	120	129
USA	Dallas	162	139	134	141	157	145	153	147	136	140
USA	Houston	163	137	133	139	158	144	153	146	133	143
USA	Los Angeles	182	168	165	166	186	174	182	176	165	169
USA	Miami	159	138	135	140	159	145	154	147	135	144
USA	New York	104	88	79	87	104	92	104	94	83	87
USA	San Francisco	179	162	158	164	179	167	178	169	158	166



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 MPLS Core Network.
Acknowledge(s)(d)	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.
Annual Measurement Period	the period of twelve months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of twelve months as otherwise agreed between the Parties).
Committed Information Rate or CIR	the guaranteed amount of bandwidth that can be transmitted across an Ethernet Virtual Circuit.
Configuration Change(s)	a Project, Hard Configuration Change or a Soft Configuration Change(s).
Coverage Band(s)	one or more (as applicable) of the groups of coverage set out in the ("Coverage Bands and Frame Delay Service Degradation" section of these Service Specific Terms.
Enhanced CoS	has the meaning set out in the Service Specification.
Ethernet First Mile or EFM	the Ethernet access circuit is delivered using bonded copper pairs.
Ethernet Virtual Circuit or EVC	a point to point logical connection provided by Vodafone across the Vodafone MPLS Core Network which associates two Service Demarcation Points with each other.
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;



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	<ul style="list-style-type: none"> (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) or (iii) 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 cumulative annual Service Availability calculation; (n) a fault or incident caused by failure at any other Customer Site; (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.
Extended Information Rate or EIR	the non-guaranteed amount of bandwidth that can be transmitted across the Customer-facing port on the CPE.
Frame Delay	the time taken by an Ethernet frame to be transmitted across the Vodafone MPLS Core Network, and is measured as an average round trip value for an Ethernet frame between the ingress and egress MPLS switches located with the Vodafone MPLS Core Network nodes.
Frame Delay Variation	the variation of the inter-Frame Delay and will be measured as the absolute variance between the Frame Delay seen on the individual Ethernet frames and the average Frame Delay between the ingress and the egress MPLS switches located within the Vodafone MPLS Core Network.
Frame Loss	the percentage of Ethernet frames lost between the MPLS switches located within the Vodafone MPLS Core Network.
FTTC	Fibre to the Cabinet and is an access circuit supplied by BT Openreach in the UK, and comprises the fibre circuit between the BT Local Exchange and the BT Street Cabinet and a circuit between the Street Cabinet and the Customer Site.
FTTP	Fibre to the Premises and is an access circuit supplied by Vodafone and other third parties in the UK, and comprises the fibre circuit between the local exchange or other point of presence ("PoP") and the Customer Site.
Hard Configuration Change	a change to the Service that requires Vodafone (or a Third Party Provider) to access a Customer Site and may include re-grading an Ethernet Virtual Circuit requiring an upgrade of the Access Circuit.



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Incident	any fault, incident or problem which affects the Service provided to the Customer, excluding any fault, incident or problem with any other Vodafone service purchased under separate Service Specific Terms.
MPLS	multi-protocol label switching.
MTU	the maximum transmission unit and is the maximum transmittable packet size that can be used.
Network Termination Equipment (CPE)	the hardware and software used to terminate access to the Vodafone MPLS Core Network at a Customer Site.
Normal Change	a change that is not an emergency change or a standard change, and is listed as a "Normal Change" in the Service Request Catalogue. Normal changes follow the defined steps of the change management process implemented by Vodafone from time to time.
Outage	has the meaning set out in clause 1.2 of the Service Levels.
Peak Information Rate (PIR)	the maximum traffic rate available for a particular EVC.
Physical Port	an Ethernet interface on the CPE.
Premium CoS	has the meaning set out in the Service Specification.
Prioritisation Rate	the parameter controlled by BT Openreach in the Openreach network for FTTC and FTTP in which packets will be discarded above the prioritisation rate.
Project	work that is outside of the scope of a Hard Configuration Change and a Soft Configuration Change and may include: (a) proposal development; (b) project management; or (c) more than 20 changes grouped together for a Customer Site.
PSTN	the public switched telecommunications network.
Regrade	the increase of the Committed Information Rate of an EVC or Access Circuit.
Regrade Charge	the one off Charge to administer each Regrade request for an EVC made by the Customer.
Service Credits	the service credits payable by Vodafone to Customer in accordance with the provisions of these Service Specific Terms.
Service Degradation Targets	the targets set out in clause 3.3 of the Service Levels and/or Annex A to the Coverage Bands and Frame Delay Service Degradation.
Service Demarcation Point	the handoff between the Customer and Vodafone at the Customer Site and is the Customer-facing port on the CPE.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels.



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Service Request Catalogue	the service request catalogue for the Services, as made available to Customer and updated by Vodafone from time to time.
Severity Level	a categorisation of the severity of an Incident as determined by Vodafone in Vodafone's discretion as set out in clause 2 of the Service Levels.
Soft Configuration Change	a single logical change to the Service, (that is not a Hard Configuration Change nor a Normal Change), and that Vodafone or a Third Party Provider can carry out remotely and may include maintaining or modifying the then current configuration of the Service, for example re-grading Ethernet Virtual Circuits within the maximum Access Circuit speed.
Standard CoS	has the meaning set out in the Service Specification.
Vodafone MPLS Core Network	the MPLS network operated by Vodafone.