

UNIFIED COMMUNICATIONS AND SIP SERVICE GUIDE

Product Annex v201701

Contents

- 1.0 Introduction 3**
- 2.0 General Details..... 3**
- 3.0 Product Description 3**
 - 3.1 Unified Communications..... 3
 - 3.2 SIP..... 3
 - 3.3 Calls 4
- 4.0 Orders..... 4**
 - 4.1 Charges..... 5
 - 4.2 Fraud 5
- 5.0 Activating the Service 6**
- 6.0 Provision of the Service 6**
 - 6.1 How SCC will communicate to you 6
 - 6.2 Service Technology 6
 - 6.3 Installation Service 6
 - 6.4 Letter of Authority (LOA) 7
 - 6.5 Direct Dial Inward (DDI) 7
 - 6.6 BT Red Care 7
 - 6.7 Activation Lead-Time 8
 - 6.8 Emergency Access Calls..... 8
- 7.0 Service Equipment and Remote Management 9**
- 8.0 Termination or Migration 10**
- 9.0 Support and Fault Finding 10**
- 10.0 Service Level Agreement and Service Credits 13**
 - 10.1 Service Credit Calculation 13
 - 10.2 Claiming Service Credits..... 13
- 11.0 Definitions 14**

1.0 Introduction

Thank you for your recent Order with SCC and we look forward to providing this service to you and delivering an excellent customer experience. We are committed to continually improving our Services and look forward to receiving any feedback on the performance or quality of your interaction with SCC.

This document outlines key details about your service including product detail, installation details through to support and service credits. This document is updated regularly so please ensure you log into <http://www.scc.com/telecoms-standard-terms-and-conditions/> for the latest version.

This document will form part of your Contract with SCC (following acceptance of your Order by SCC) for the provision of the SCC Service, as further detailed in the Master Services Agreement. This document uses a number of words and expressions whose meaning are defined Section 11 of this document. Further definitions used in this document are found in the Clause 19 of the Master Services Agreement.

2.0 General Details

This Service Guide covers voice Services such as Unified Communications and SIP.

3.0 Product Description

3.1 Unified Communications

Provides the integration of real-time enterprise communication Services such as instant messaging, presence information, voice (including IP telephony), mobility features (including extension mobility and single number reach), audio, web & video conferencing, and fixed-mobile convergence (FMC), unified messaging (integrated voicemail, e-mail, SMS and fax).

Services using Sipsynergy utilise Cisco's UCS platform delivering a feature rich hosted voice system providing standard PBX capability along with integration into Video and messaging such as Jabber. The system is compatible with Cisco hardware.

SCC's other service utilises BroadCloud to provide a different, while highly capable hosted voice system providing standard PBX capability along with integration into other messaging Services. The system is compatible with Polycom hardware.

3.2 SIP

The SIP Service will convey VoIP calls from and to the Customers' network to; The UK PSTN Network; UK Mobile Networks; International Destination Networks; and The IP Networks of other Customers on the Service. The Service facilitates; break out calls; brake in calls; VoIP to VoIP calls; and UK Emergency Services.

Access to the SIP Service can be via a SCC connectivity service (not including point to point circuits), where a WAN solution has been provided; or direct interconnect; or where appropriate via the internet.

It is acknowledged by the Customer that where the Order or Order Form describes as or states that the Voice or SIP Service is "trial", no Service Levels shall apply and SCC shall not have any obligation to pay service credits under this Agreement (this Product Annex or any other term of the Agreement) and SCC offers no guarantees in terms of service levels.

3.3 Calls

Any changes to supplier pass-through charges will be notified to the Customer. SCC shall give at least 7 days' notice of such changes following which such changes shall be included in the Charges.

All new and unmapped Prefix destinations will be added as soon as rate detail have been made available, however changes to a new or unmapped destination may incur additional costs and be charged in a later bill than the call was made.

Call charges start from when the call commences which is when an answer signal is received indicating the media path is complete and ceases when a release signal is received indicating the call has been disconnected. Calls are charged on a per second basis and rounded up to the nearest second with the exception of minimum call charges or fixed free calls.

4.0 Orders

SCC may accept each Order in its discretion and may require Customer to provide satisfactory financial and credit information before acceptance.

An Order is treated (by this Agreement) as accepted by SCC when SCC notifies the Customer in writing (including by email) that (a) a date has been set for the conduct of a site survey or (b) a date has been set for Activation of any part of the Services or for the installation of any equipment or part necessary for Activation of the Services or (c) the Order has been accepted by SCC. SCC will issue such notification by an email to the Customer onsite contact and the technical contact stated on the Order. The date of such notification shall be referred to in this Agreement as the "Order Committed Date".

The Customer shall not use the voice Service to:

- Make nuisance calls; to send, or knowingly receive material that is offensive, indecent obscene or otherwise unlawful, fraudulent, bad faith or in a way that does not comply with legislation.
- The Customer must also not perform any activities in a manner that adversely affects other users.
- The Customer must take all reasonable steps to monitor the profile of calls made and received using the Voice Services for potential fraudulent or bad faith use and take action to prevent such use

4.1 Charges

Charges will be set out in the Order; if not, the current standard charges of SCC apply including all pass through costs. If a third party is required for the delivery of the Voice Services, the third party costs, which are incorporated in the Charges, are subject to survey of the relevant site or review or confirmation by the third party. Such survey, review or confirmation may result in a change to the costs. Any such change will be passed on to Customer in its entirety as part of the Charges.

International rates may change with 15 days' notice. SCC is subject to the changes made by its Carriers. The Customer agrees and understands that the rate SCC associates with each of its 6 zones, may change from time to time notwithstanding the contract terms specified on the Order form. SCC's full rates can be obtained upon request.

The Customer shall be liable for all call charges on their account, including those, which arise as a result of their own phone system being hacked and used to generate calls.

SCC will treat all calls originating from the Customer's configured endpoint as legitimate traffic and it is the Customer's responsibility to take reasonable action to protect its device from hackers and potential abuse.

No Service Levels will cover failure of last mile connectivity, over which the Voice Service is delivered. The Customer should take all reasonable care and steps to ensure resilient connectivity, hardware and power is designed in the most resilient way in Order for SCC to provide the Voice Service over.

In the event that the Customers' onsite hardware, power, or connectivity fails due to hardware, software, configuration or any other issue outside of SCC's control and the Customer loses service, the Customer agrees and understands that this will result in no-access to emergency Services.

4.2 Fraud

Customer agrees and understands that SCC takes measures defined and enforced by industry and regulation to prevent fraud on SCC's network. SCC can assist with fraud prevention by setting parameters on the account that provide warnings when thresholds are met. SCC will not implement these as standard and it is up to the Customer to do so or request SCC's support.

Customer shall not use the Service for any fraudulent or unlawful purposes, and shall ensure that there are adequate safeguards in place to prevent others from doing so, whether arising in connection with Customer Equipment or otherwise. Customer is solely responsible for any fraud that occurs and any charges arising as a result. SCC has no responsibility or liability over the configuration, use or operation of Customer Equipment unless SCC has expressly agreed otherwise in writing.

The Customer will provide SCC with all the technical assistance and information that SCC may reasonably require in Order to provide the Voice Services. A non-exhaustive list of such assistance and information can be obtained from Customer's SCC account manager or any member of the SCC voice team.

Customer will upon SCC's reasonable request co-operate with SCC in dealing with any request from any regulator or authority with respect to Customer's use of the Voice Services. If Customer fails to provide such co-operation or any information we may reasonably require we may without incurring any liability suspend or terminate the Voice Services.

5.0 Activating the Service

If Customer requires a public static IPv4 address Customer shall specify this in the Order. If Customer fails to specify this requirement, it will receive at completion of the Order either a dynamic or a static address at SCC's discretion. If Customer requires more than two (2) useable static IPv4 addresses Customer shall complete the IP justification form. The allocation of public IPv4 addresses shall be at SCC's sole discretion and capped on a per-Service basis.

6.0 Provision of the Service

These Services are remotely activated or hosted within the SCC core network meaning a customer engineer is not required at site.

6.1 How SCC will communicate to you

SCC will notify once the Order is placed and once we have the Activation or installation date. SCC will again contact you the day prior to the installation, to remind you of the installation and to ensure everything is in Order. Finally SCC will notify you once the service is active, typically the day after the installation date.

6.2 Service Technology

SCC may at any time vary or alter the equipment or other technology used in the delivery of the Services provided that such variations or alterations shall not be materially detrimental or disruptive to the performance capability of the Services.

6.3 Installation Service

The Voice Services will be deemed accepted by Customer upon Activation or, if earlier, the date Customer starts using the Service other than for testing purposes, unless Customer notifies SCC in writing within 5 Working Days of the Activation date with reasons explaining why the Service is not ready for use.

Customer shall provide SCC with access and reasonable co-operation and/or make sure that third parties provide SCC access to all sites and reasonable co-operation, on reasonable terms in each case, necessary for SCC to provide the Services, including to install any of SCC's or Customer Equipment. SCC may require Customer to provide written evidence of its right to access such sites.

If SCC accepts within its sole discretion to defer the delivery of Service upon Customer's request, there shall be no change in the installation and Charges being incurred from the Activation Date.

Property and title to SCC equipment and all Service Equipment installed at Customer's or third party's site for the provision of Service remains with SCC and Customer shall apply, and shall ensure any such third parties apply, reasonable care and comply with any reasonable instructions which SCC may issue in relation to it.

Where equipment necessary for the Voice Service is sold to Customer, risk shall pass to Customer on delivery. SCC retains property and title until it receives full payment of the due purchase price.

6.4 Letter of Authority (LOA)

SCC may upon reasonable request require the Customer to provide a letter of authority (LOA). The LOA must include a full list of telephone numbers requiring porting including prefix. It must also include the full address and postcode including business name and person of authority authorising the port. It must include the line type whether that be a Single Analogue Line, a Multiline or any other line type. Next to each individual telephone number it must clearly state whether that particular number is to be ported, left live or disconnected.

If the Customer fails to clearly inform SCC of what is to happen to each telephone number then the Customer understands and agrees that any broadband service on that telephone number will be ceased by the incumbent

If the Customer fails to clearly inform SCC of what is to happen to each telephone number then the Customer understands and agrees that should a number be ported over to SCC then the original line will cease. Therefore it is the Customer's responsibility to inform the incumbent if the Customer wants to replace the telephone number with another number.

SCC will only accept the (LOA) in a PDF or WORD format sent from a domain of the same company name as the current owner of the number range.

6.5 Direct Dial Inward (DDI)

SCC can only port the full DDI range and not part of the DDI range. If on the LOA it does not clearly state the entire number range then SCC cannot guarantee whether or not the entire block will be ported and may refuse the request to port until a full DDI range is set out in the LOA.

If there is any association between telephone numbers such as Remote Call Forwarding (RCF) or a divert then it is important that the association is stated. The association with aforementioned DDI may be knocked off.

6.6 BT Red Care

SCC cannot port number(s) with BT RedCare attached to them. RedCare must first be removed before SCC can successfully port.

It is the Customer's responsibility to inform SCC of an active RedCare service. SCC can take no responsibility for a Customer failing to inform SCC of an active RedCare service. Therefore any consequences of such an event will be the sole responsibility of the Customer to remedy.

6.7 Activation Lead-Time

SCC shall use its reasonable endeavours to provide the Service within the following lead times. Lead-times run from the Order Committed Date.

Unified Communications – 30 working days

SIP – 30 working days

The lead times are target lead time and SCC shall not guarantee they will be achieved. Further, SCC reserves the right to change these lead times if new work and/or third party consents are required. SCC shall not be liable in contract, tort (including negligence) or otherwise for a failure to meet such timeframes, provided that SCC has discharged its obligation to use reasonable endeavours to achieve lead times.

6.8 Emergency Access Calls

Emergency call access is available to end users of the Voice Services in the UK and will utilise BT's Emergency call centre. This service shall only be available for access where the Emergency call originates from a calling party located in the UK having a telephone number conforming to the National Telephone Numbering Plan, and being either from a geographic number range or from non-geographic number ranges 055, 056, 03 or 08.

The Customer shall provide end user details for each fixed network termination point or equivalent used, in an agreed format and by an agreed method of data interchange. The Customer shall provide SCC with details of all number ranges, and of any amendments to number ranges which have been (i) allocated to the Customer by Ofcom or (ii) sub-allocated to the Customer by another party who has been allocated the numbers by Ofcom, (whether or not subsequently made available to service providers of the Customer to use) and which are receiving, or going to receive, Emergency Service from BT Emergency call centre.

The Customer shall provide to SCC and as appropriate amend and delete records for each end user, maintaining data accuracy by timely provision to BT of the following records: (a) the network CLI telephone number; (b) the end users name and installation address (including the post code) for each network termination point or equivalent used. For end users with nomadic applications that use more than one network termination point or equivalent the installation address is (until dynamic methods to update the address can be agreed) the address where the application is normally used; (c) whether each end user will use, or be likely to use, more than a single network termination point or equivalent.

The Customer shall be responsible for informing its end users (and potential end users) (or shall procure in its reseller contract that the reseller will on behalf of the Customer inform its End Users (and potential end users)) of the limitations of VOIP originated Emergency Calls Access, including the following:

- that the end user's equipment used to access the Customer Service requires mains power to make Emergency Calls;

- that the end user is required to confirm/provide their location when making an Emergency Call to enable the correct Emergency Organisation to respond; and
- that the Emergency Call may not receive the same network priority as an Emergency Call made on a mobile network or on a circuit-switched fixed line.

7.0 Service Equipment and Remote Management

The Customer shall ensure that all Service Equipment is connected to the Network and used in accordance with any relevant standards and, in addition, the following standards in the Order of precedence below:

- any legal requirements imposed on the parties including those arising from General Condition 2 set out under section 45 of the Communications Act 2003;
- any relevant specification notified by Ofcom in implementation of the recommendations of the Network Interoperability Consultative Committee;
- any relevant recommendations by the European Telecommunications Standards Institute; and
- any relevant recommendations by the Telecommunications Standards Bureau of the International Telecommunications Union.

Where remote management of the CPE (Client Premise Equipment) transfers to Customer on cessation of the Service, SCC will, at Customer's request (sent to fluidone@scc.com prior to the termination date), reset the CPE to factory default settings so as to provide Customer with management access to the device. A request to reset the CPE after this date will require the return of the CPE to SCC and collection, each at Customer's expense.

Remote Management (where specified in the Order Form) is provided as standard with Cisco, Juniper and Merikai hardware, to support configuration changes. SCC will endeavour to make changes within 4 Working Hours of notice.

These include, but are not limited to the following change requests:

- Basic Configuration requests;
- Change requests for access lists and NAT rules;
- Requests for setting up 1st dial-in VPN;
- Requests to add or remove VPN users or changing security settings.

Basic Configuration requests are requests that can be completed within 1 hour. For the avoidance of doubt, change requests and SCC's obligations in relation to such change requests are subject to and conditional on Customer's compliance with the Acceptable Usage Policy.

Advance Configuration (which shall mean more than 1 hour configuration), advance routing and additional site-to-site VPNs will be subject to consultation with an engineer and checked by a supervisor. SCC will aim to complete this within 10 Working Hours. Out of hour Configuration can be arranged at an additional cost.

All Customer requests for changes to hardware configuration must be made via email even if a support ticket is also raised by the phone system. Should the Customer not provide all the necessary information required to carry out a change then a request for further details will be provided within the stated 10 Working Hour time period. The clock will restart when all required information has been provided. SCC may refuse such request in the event that it reasonably believes that such request may result in loss of or disruption to the Service or Network.

4 Hour Hardware Replacement warranty is available as an option on the Service Equipment. This warranty provides onsite replacement of the hardware with a like for like replacement within 4 hours (the 4 hour period being the period up to delivery of the hardware at Customer's premises) of it being diagnosed as faulty. The Customer acknowledges that this time period does not take into account or include the diagnostic period necessary to determine whether the hardware is faulty following the raising of a support ticket and excludes any time taken to install and commission the hardware. Where this option has been taken by the Customer, SCC shall use its commercial endeavours to meet the 4 hour response target and the service credits specified in Schedule 3 shall apply in the event of SCC's failure to meet this response target. Where this option has not been taken by the Customer, SCC shall use reasonable endeavours to repair or replace with a like for like replacement within the next business day of it being diagnosed.

SCC will have no liability to the Customer relating to the provision or performance of any Services affected by the any failure by Customer to comply with any obligations outlined in this Product Annex.

8.0 Termination or Migration

Following the expiry of the Initial Term of any Contract, either SCC or Customer may terminate that Contract by not less than one (1) months' written notice, such notice to take effect at the end of the Initial Term or the same day in any subsequent month. If Customer upgrades the bandwidth of the Services at any time during the final 12 months' of the Initial Term or after the Initial Term, the Contract for such Services shall be automatically extended by the Initial Term period again.

Cancellations must be effected by the Customer by notifying SCC Contracts Admin at James House, Warwick Road, B11 2LE in writing. Notification via telephone or by email to any other address will not be accepted.

9.0 Support and Fault Finding

Customer shall report all faults to SCC's support team. SCC will respond and resolve each fault in accordance with the Service Level Agreement.

To report a fault Customer must email fluidone@scc.com or call +44 121 281 8621. Urgent faults (being any loss of Service or any fault that prevents Customer from conducting its business) must be reported by telephone for the quickest response time. Faults cannot be raised via another department.

SCC shall allocate each reported fault a fault reference number, which must be used by Customer in all further dealings concerning that fault.

SCC's support engineers will diagnose the fault remotely. Customer shall carry out all checks requested by SCC to help diagnose and resolve a fault, including but not limited to first line checks, such as checking hardware or software status - power, carrier, testing with new cabling and filters as necessary and rebooting site equipment. Additional checks, such as plugging a PC or laptop directly into the NTE may be necessary.

Customer shall provide all assistance and information and carry out all checks requested by SCC promptly and in accordance with SCC's reasonable instructions.

As part of the diagnosis, SCC may require Customer to replace the CPE and NTE. In such case, the following shall apply:

- If SCC originally provided this equipment and it is still within Warranty, SCC will ship out replacement parts to test with by Next Business Day courier, providing the fault is identified by 3 pm. Replacement hardware for faults identified after 3 pm may not arrive until the subsequent business day;
- When hardware provided by SCC is outside the manufacturer's warranty SCC will still offer to ship replacement parts, provided that Customer pays the cost of replacement;
- When hardware is loaned to Customer by SCC for the purposes of diagnostics SCC shall immediately invoice Customer for the hardware, shipping and configuration. Customer agrees and undertakes to make the loaned hardware, or the original faulty hardware, available to SCC for collection (in a resalable 'as new' condition) at a time agreed with SCC within ten (10) calendar days. Upon receipt by SCC of the returned hardware as described, SCC will issue a credit note for the invoice. If SCC does not receive the hardware back within this time period the invoice shall become immediately payable; and
- Customer shall ensure that hardware made available for collection at Customer's offices in its original packaging (or packaging provided by SCC). If not made available, SCC may charge Customer the full cost of replacement at list price at that time.

In the event that no clear path to resolution of a fault has been identified using the above fault reporting and resolution procedures, the Customer may escalate the fault in accordance with the matrix set out below in which event both parties will follow the escalation matrix procedure. However, if the fault is escalated in accordance with this matrix, this shall not for the avoidance of doubt prevent the Supplier from carrying out its own internal diagnostic and escalation procedures. The escalation to the next step will only occur when the response time to each escalation level has not been met. This time is inclusive from first contact.

Technical Support Escalation Matrix				
Level	Availability	Contact		Time to Respond
1	24/7	Technical Support	+44 121 281 8621 fluidone@scc.com	Initial Contact
2	09:00 – 18:00	Support Escalation	fluidone.escalations@scc.com On request via Level 1	1 hour
	24/7	On-call Escalation	On request via Level 1	2 hours
3	09:00 – 18:00	Network Support	On request via Level 2	4 hours
4	09:00 – 18:00	Support Team Manager	On request via Level 3	6 hours
<ul style="list-style-type: none"> • Applicable when no CPTR (Clear Path To Resolution) has been identified. • Supplier escalation operates independent from the above which is managed by SCC. • Progress through each level is dependent on the Service Level Agreement (excluding non-SCC time) being breached at the previous stage by the Time to Respond time outlined above. 				

10.0 Service Level Agreement and Service Credits

SCC warrants that the Voice Service as described in the Order shall be provided using reasonable skill and care.

In case of the Voice Service not fulfilling the contractually agreed requirements: (a) SCC shall remedy the service in accordance with the SLA.

Where equipment is sold in Order to provide the Voice Services, SCC will endeavour to pass onto Customer the benefit of any warranty (if any) SCC receives from its supplier of the equipment.

SCC’s Core Voice Network carries a 99.99% SLA for uptime. This SLA covers the session border controllers (SBC’s) within the SCC Core Network, and does not otherwise apply to end user SIP service itself, and would not cover any unavailability of the Voice Service for any other reason other than a failure of the SCC Core Network.

SCC’s Core Voice Network SLA of 99.99% uptime excludes Carrier/supplier platform failures of all kinds. This includes but is not limited to, a major service outage (MSO) on the Carrier/supplier side and errors, mistakes, acts or omissions of any engineer who is not an employee or officer of SCC.

SCC’s Core Voice Network SLA of 99.99% uptime excludes issues that are defined as faults with connectivity be that SCC provided connectivity or third party connectivity. If the Customer disputes the cause of the downtime of Voice Services, SCC will not pay SLA credits until the cause of the fault has been determined by SCC to be an issue with the Core Voice Network.

10.1 Service Credit Calculation

SCC service credits payable to Customer will never be more than the total rental amount of the number of SIP channels + any call plan/s that may be in place. SCC service credits will not include calls outside of a call plan. SCC service credits will not include any call made if no call plan is in place at the time of incident.

Service	Uptime	Qualification	Breach	Monthly Rebate
Voice Service – SIP (Core Network)	99.99%	Initiating an outbound and/or inbound call	3 attempts either to make or receive a call	10% of total monthly rental of Voice Service including call plan if Breach or Uptime is met

10.2 Claiming Service Credits

In the event that SCC fails to achieve the Service Levels in any Month and the Customer is entitled to service credits, any service credits owing to the Customer are reported by SCC in the following Month and are credited to the Customer’s account against the Customer’s outstanding account balance.

If the Customer disputes the service credit amount in the SCC report or (where no service credits have been credited) entitlement to service credits, the Customer shall raise a support ticket by email to fluidone@scc.com (quoting the support ticket number and Customer's account code) within 7 Working Days following receipt of the applicable report.

If no email is sent within this period, entitlement to dispute service credits shall cease. Customer shall not be entitled to service credits where Customer has failed to make payment of any Charges when due and those Charges remain overdue at the time the right to receive a service credit arises (unless there is a bona fide reason for withholding payment and the Customer has otherwise complied with the terms of the Contract). For the avoidance of doubt, service credits are not payable in respect of any period during which a Service is suspended.

It is technically impracticable to provide a 100% fault free Service and SCC does not warrant or undertake to do so. The parties agree:

- Where service credits are offered in relation to a Service, Customer agrees that the service credits are, paid in full and final settlement and satisfaction of SCC's liability in respect of any faults or Service Failures or any failure to meet the Service Level
- SCC's liability to pay service credits constitute Customer's sole and entire remedy for such faults or Service Failures or any failure to meet the Service Levels.

11.0 Definitions

The following words and expressions used in this Product Annex shall have the following meanings:

'3G' stands for 3rd generation mobile data network. Should 3G not be available slower 2G Services will be offered where coverage allows;

'4G' stands for 4th generation mobile data network. Should 4G not be available slower 3 or 2G Services will be offered where coverage allows;

'*Agreed Uptime Guarantee*' means, in relation to each Service, the target period of Uptime during each Month (expressed as a percentage of the time in the relevant Month) specified in the column of the SLA entitled 'Agreed Uptime Guarantee' or otherwise specified in any Contract;

'*Bandwidth*' means the rate, in bits per second, which data packets can be transferred over the Service. This is always quoted in bits per second (bps), never Bytes per second (Bps) and does not factor in packet overheads;

'*Basic Management*' means the provision by SCC of remote assistance and configuration changes to hardware requiring less than 1 hour of work per request;

'*BT*' means BT Group PLC and includes BT Retail, BT Wholesale and BT Openreach and any other sub-divisions of BT as necessary;

'Cancellation Charge' means the cancellation charges that are charged by a Carrier to SCC for cancelling an Order or Contract prior to a date notified to Customer as a "service commencement date" or proposed Activation Date;

'Cloud Services' means the cloud Services described in Schedule 1 (forming part of the Services) that are subject to the additional terms set out in Schedule 5;

'Cloud Virtual Infrastructure' means compute platform from which customer applications run;

'Contention' means the maximum possible reduction in throughput on a particular product. Ethernet Leased Line and EFM have a guarantee of 1:1;

'Data Usage' in relation to 3G/4G Services will be rounded to the nearest MB, where 1 MB is equal to 1,048,576 bytes. This will include download and upload combined;

'IDI Access' means International Internet access service which relates to networks outside the United Kingdom not using a SCC IP address;

'Initial Term' means the period stated on the Order or in the Product Annex. If not so stated in relation to each Service means the following periods from Activation: (i) Hosting and Cloud Services: twelve (12) calendar month; (ii) 3G and 4G Services: one (1) calendar month unless otherwise agreed;

'Latency Service Failure' means that Latency for a particular Service measured over a Month is identified by the Customer (and demonstrated to SCC's reasonable satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 40ms for SLA+ or 100ms for SLA;

'Mass Failure' means a failure of the SCC Core Network to meet or exceed the Agreed Uptime Guarantee (99.99%) in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

'Master Services Agreement' means the master services agreement entered into between SCC and Customer, pursuant to which Orders for Services can be placed by Customer and accepted by Fluidata;

'Network Availability' means the CPE, when correctly connected and configured, is able ping one of SCC's DNS servers. These are currently 89.105.96.51 and 89.105.96.52, but may be subject to change;

'Packet Loss' shall mean loss of pings from the SCC CPE back to the SCC Core Network;

'Order Committed Date' has the meaning set out in Section 4 of this Product Annex;

'Packet Loss Service Failure' means that Packet Loss for a particular Service measured over a Month is identified by the Customer (and demonstrated to SCC's reasonable

satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 0.10 % for SLA+ or 5% for SLA;

'Serious Breach' means, for each individual Service, a failure to meet or exceed the Agreed Uptime Guarantee in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

'Service Failure' The Service will be considered to have failed if Customer has raised a support call and the modem, when correctly connected and configured, does not respond to Pings or SNMP polling from SCC or a BT line test indicates a fault;

'Service Levels' means the performance service levels set out in this Product Annex;

'SLA' or *'Service Level Agreement'* means the service level agreement in section 10 of this Product Annex setting out Service Levels and applicable service credits;

'Transit' means, in relation to the Services, when traffic or data leaves or is outside of SCC's Core Network;

'Uptime' means the period when there is Network Availability and (where purchased by Customer) Internet Breakout, subject to the terms of the SLA;

"Voice Services" means the voice Services described in the Order form but relating to Unified Communications.

