



# Cloud & Data Service Guide

Product Annex v202210R



## Contents

1.	Introduction .....	4
2.	General Details .....	4
3.	Product Description.....	4
3.1.	PWAN.....	4
3.2.	Hosting – Cloud Services.....	4
3.2.1.	Hosting: .....	4
3.2.2.	Cloud Interconnect: .....	5
3.2.3.	Cloud Services: .....	5
3.2.4.	Domains: .....	6
3.3.	Security.....	7
3.3.1.	Email.....	7
3.3.2.	Security - Firewall .....	7
3.4.	Wifi.....	7
3.5.	CORE .....	7
3.6.	Wireless 3G and 4G.....	7
3.7.	Solarwinds .....	8
3.8.	Remote Configuration.....	8
4.	Orders.....	8
4.1.	Charges .....	9
5.	Activating the Service.....	9
6.	Provision of the Service .....	10
6.1.	Good to Know .....	11
6.2.	How SCC will communicate to you .....	11
6.3.	Sync Rates .....	11
6.4.	Service Technology .....	11
6.5.	Installation Service.....	11
6.6.	Activation Lead-Time .....	11
7.	Service Equipment and Remote Management .....	12
7.1.	Service Equipment and Service Locations.....	12
7.2.	Remote Management .....	16
8.	8.0 Termination or Migration .....	17
9.	Support and Fault Finding.....	18
9.1.	Planned Engineering Works .....	19
10.	Service Level Agreement and Service Credits .....	19
10.1.	Service Credit Calculation.....	21



10.2.	Latency/Packet Loss/Jitter Service Levels .....	21
10.3.	Wireless Service .....	22
10.4.	SLA Table .....	23
10.5.	Claiming Service Credits.....	23
10.6.	Customer right to terminate for a fault.....	24
10.7.	Network Maintenance .....	24
11.	Definitions .....	25



## 1. 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 review this on SCC.com 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 1 of the Master Services Agreement.

## 2. General Details

This Service Guide covers cloud Services such as PWAN, hosting, security, CORE and Wireless 3G and 4G.

## 3. Product Description

### 3.1. PWAN

PWAN is a private network. Each PWAN sits on its own dedicated core router and firewall and all remote connections terminate directly into the PWAN core rather than onto SCC's own core network. Due to the private nature of the PWAN Customer can dictate the local IP addressing to be used across the PWAN.

SCC will provide and manage the PWAN core router and firewall on behalf of Customer. Customer shall not be permitted access to the configuration of the PWAN core router or firewall. When Customer stops using the PWAN, and has no connections terminating into it, ownership of the PWAN core router and firewall will remain with SCC.

### 3.2. Hosting – Cloud Services

#### 3.2.1. Hosting:

Customer shall have a licence to occupy the colocation space allocated to it by SCC (the 'Customer Space'). SCC may at any time and from time to time relocate Customer to alternative space within the same colocation facility. SCC shall bear the reasonable direct costs of effecting such relocation. Customer acknowledges and agrees that it occupies the Customer Space as licensee and that no relationship of landlord and tenant is created.

Customer may obtain access to the Customer Space by emailing [GlobalAccounts.IncidentManagement@scc.com](mailto:GlobalAccounts.IncidentManagement@scc.com) and identifying those individuals for whom access is required. 48 hours' notice of intended access is required save in an emergency. Access to the Customer Space shall be subject to compliance with the datacentre security procedures.

Where Customer has purchased the remote hands service, it may request support by emailing [GlobalAccounts.IncidentManagement@scc.com](mailto:GlobalAccounts.IncidentManagement@scc.com). The remote hands service is limited to reporting on the visual status of equipment and performing basic tasks such as operating buttons and switches. It does not include technical troubleshooting. Customer acknowledges that in providing the remote hands service, SCC shall follow Customer's



precise instructions. SCC is not responsible for the outcome of these instructions. SCC shall use reasonable endeavours to respond to requests for remote hands support within thirty (30) minutes of the request being logged.

The Recurring Charges payable in respect of the remote hands service permit Customer a maximum number of hours support during any month as notified to Customer by SCC. Any remote hand support required beyond this level and/or additional support and Services required in respect of the Colocation Space shall be charged on the basis of SCC's standard rates for the same from time to time in force. Hours of support permitted to Customer during any month and unused shall expire and may not be transferred to following months.

Customer shall at all times (i) comply with all datacentre rules and security procedures notified to it and shall procure compliance with the same by its employees, agents and representatives; and (ii) save as expressly permitted shall not alter or modify the racks or other infrastructure provided at the Customer Space. Customer shall indemnify SCC in respect of all costs losses, damages expenses, claims and liabilities.

The Charges payable in respect of the Customer Space shall increase annually in line with the increase over the same period in the UK Retail Prices Index. SCC may otherwise increase such charges on one (1) months' notice, such notice to expire at any time following the expiry of the Initial Term. Customer acknowledges that power charges are due in respect of its use of electrical power in the Customer Space and SCC may increase any charges levied in respect of power consumption forthwith in line with any increase levied by the datacentre owner.

In the event that Customer fails to pay amounts when due Customer agrees that, upon delivery of written notice to Customer, SCC may without liability to Customer: (a) restrict Customer's physical access to the Customer Space and/or to Customer's equipment; and/or (b) take possession of Customer's equipment and store it, at Customer's expense; and/or (c) dispose of Customer's equipment in full or partial satisfaction of any debt. Action taken by SCC under (a) and (b) above shall remain in effect until payment of any overdue charge or expense in relation to any Colocation Services or other Services is received by SCC.

Customer may by delivery to SCC of a further Order request an upgrade of the colocation service provided. Irrespective of when delivered, such Order shall automatically terminate the existing Contract for colocation and replace it with a new Contract with a new Initial Term. SCC or the datacentre owner shall use reasonable endeavours to enforce the procedures, but Customer acknowledges that any and all equipment installed in the Customer Space remains at Customer's own risk and Customer is responsible for insuring the same.

Customer shall ensure that all equipment installed in the Customer Space (i) complies with any weight limit and power draw restrictions; (ii) conforms with applicable specifications; and (iii) shall not cause interference with any other equipment.

### 3.2.2. Cloud Interconnect:

Provides connectivity between SCC's Core Network and a public cloud provider demarcation point via a Fibre interconnect. This Service includes Microsoft Office 365, Microsoft Azure and Amazon Web Services 'AWS'. As standard SCC provision each service over two separate interconnects to the cloud provider. A standard SLA of 99.9% is offered for all Cloud Interconnect Services.

### 3.2.3. Cloud Services:

Deliver a catalogue of cloud based compute and storage based on a consumption model allowing the Customer to host Services in an enterprise datacentre environment without the large capital costs usually associated with such environments. The compute Services component of Cloud Services are built on a standardised networking model (with optional



components), onto which the Customer can provision a range of virtual or physical servers. The Customer then has the option of adding backup, monitoring or management Services. Networking and storage Services are available as standalone offerings to servers outside of the available compute Services component of Cloud Services. Cloud Virtual Infrastructure: means a hosting service where the Customer is provided with one or more resilient Virtual Machine instances on SCC's multi-tenant cloud platform.

Cloud Virtual Infrastructure provides four dedicated Customer VLANs and a dedicated virtual firewall instance to connect to the virtual machines. Network connectivity to/from any Cloud Virtual Infrastructure to any external network connectivity outlined in the Technical Specification attached to the Order. Unless otherwise stated in the Technical Specification or the Order the Cloud Virtual Infrastructure Service availability will be provided to a 99.99% uptime Service level, measured monthly.

SCC reserves the right to disable or remove Cloud Services that can be proven to cause a risk to the security or availability of the Cloud Virtual Infrastructure. Customer is not provided console access to any networking equipment required to deliver the Cloud Service. Cloud Service will include destruction of any Customer data upon cessation of Service in line with SCC's standard data retention and destruction policies.

Where SCC identifies that the processor utilisation is operating above 95% for more than one contiguous hour, or more than 80% over a 24 hour period, Customer shall take the necessary actions to reduce the utilisation below this threshold as soon as practically possible. Customer is responsible for Installation, maintenance and management as the case may be of the operating systems, applications and data which reside the Virtual Machine instances provisioned on the Virtual Infrastructure, except where covered by any server management Services taken by Customer from SCC. Customer is responsible for Administration, management and control of user access to the applications and/or data which reside the Virtual Machine instances provisioned on the Cloud Virtual Infrastructure, except where covered by any server management Services taken. The Customer is not permitted to utilise any disk defragmentation, optimisation or performance monitoring tools without prior agreement from SCC.

SCC is not responsible for the content or integrity of data stored by the Customer on the Cloud Virtual Infrastructure. SCC is not responsible for backup and restoration of the Customers operating systems, applications and data on the Cloud Virtual Infrastructure. Such activities will be the subject of the Cloud Backup Service if such service is procured by the Customer.

A storage area network (SAN) Service where the Customer is provided with one or more storage volumes on SCC owned and managed hardware located at one of SCC's datacentres. This specific Service provides available, scalable, enterprise storage. Based on storage volumes presented from a shared storage platform and fabric. Available in three options: Tier 1 – High performance Service, ideal for heavy workload; Tier 2 – Standard Service, suitable for most workloads; Tier 3 – Economy Service, ideal for bulk storage and archiving. Providing expansion capabilities from initial volume sizes. Providing the capability for replication to a second SCC datacentre.

#### 3.2.4. Domains:

The minimum term for the domain name Service is 24-months for all .uk domains and 12-months for all other domains. Domain names will be automatically renewed in advance. The Customer is responsible for cancelling a domain name with at least 1-months' notice prior to the domain name being up for renewal.



### 3.3. Security

#### 3.3.1. Email

SCC provides a co-managed service using Mimecast to provide email scanning prior to entering into the Customer's network. This service is fully customisable and will be setup and maintained by SCC, however the Customer will need to provide regular input into the success of the system and any further changes that need to be made to make it effective in blocking SPAM and Viruses.

SCC makes no warranty or guarantee as to the effectiveness of the platform and cannot be held liable for any data loss or impact to the Customer's network by using this service.

#### 3.3.2. Security - Firewall

SCC will provide the Firewall and configure it to the Customers requirement prior to shipment. Sometimes further configuration is required once the Firewall has been installed and further time and support needs to be provided by the Customer to SCC to continue and complete this work.

Further changes to the device and ongoing support is detailed in the 'Remote Management' section of this document.

### 3.4. Wifi

SCC will co-manage Wifi hotspots through the Meraki cloud management tool. As the service is co-managed SCC cannot be held responsible for configuration changes that result in a loss of service. SCC will lease hardware as part of the service. The hardware remains the property of SCC and has to be returned in as new condition following the end of the agreement. Failure to do so may result in a charge per device based on current manufacturer list value. Replacement hardware following a fault will be provided as quickly as possible but no guarantee can be made on timescale due to limited stock levels. Spare devices are highly recommended for high-uptime environments. Changes to configuration will be supported during working hours.

Please note on this service the contract will auto-renew annually due to the underlying licences SCC needs in order to supply the service. Standard notice periods apply but once the initial term has ceased a further 12-month term will apply if notice hasn't been given prior to the anniversary.

### 3.5. CORE

SCC will build for the Customer a core network within SCC's core network to provide dedicated and segregated network capable of terminating Layer-2 and Layer-3 Services. These Services can be provided by SCC or an alternative 3rd Party. Due to the complexities and limitless configuration options available the specification and delivery expectations should be outlined in the scope of works attached to the Order.

### 3.6. Wireless 3G and 4G

3G wireless 3rd Generation Wireless Data communication. 3G/4G Service is delivered sim only or as part of a managed service such as PureFluid, ADVANCE or standalone applications. Committed Data Rate (CDR) is made across all Sims under the same account. 3G/4G is not subject to the SLA payments.

SCC will provide the 3G/4G sim card and any peripheral devices required at the expense of the Customer. Customer can only use equipment compatible with the specific Carrier's network. Customer shall ensure that sim cards are only used with the Customers' authorisation and shall;



- inform SCC immediately if a sim card is lost, stolen or damaged; and
- return sim cards to SCC after they have been disabled from use on the Network at SCC's request.
- Once a sim card has been deactivated it cannot be reactivated.

If Customer has used more than the committed data rate (CDR) as given at the beginning of the Contract, then a charge of 15 pence per MB will be made.

### 3.7. Solarwinds

SCC does not warrant providing a fault free service and takes no responsibility for the monitoring tool failing to report correctly (without prejudice to the SLA). SCC provides each customer installation with a dedicated license. The Customer does not own the software. Solarwinds is delivered as a service to the Customer.

Please note on this service the contract will auto-renew annually due to the underlying licenses SCC needs in order to supply the service. Standard notice periods apply but once the initial term has ceased a further 12-month term will apply if notice hasn't been given prior to the anniversary.

### 3.8. Remote Configuration

Remote Configuration out of office hours is possible and needs to be booked through a SCC Account Manager. This service has an additional charge based on the time period booked. All work needs to be pre-agreed prior to being carried out.

SCC reserves the right, due to staff availability or similar, to not accept a customer specified date for carrying out Remote Configuration. SCC shall use reasonable endeavours to carry out any scheduled Service in accordance with any agreed Order, target or specification but for the avoidance of doubt, there is no guarantees or SLA relating to this Service and SCC shall not, having used reasonable endeavours, be responsible if scheduled Service is not carried out of.

Pricing for work is outlined in two separate bands:

Working Day: 8am – 7 pm, no charge Working Day: 7pm – 10pm, Band 1 Working Day: 10pm-8am, Band 2

Non Working Day: 9am – 6pm, Band 1 Non Working Day: 6pm – 9am, Band 2 Band 1 is £190 per hour or part

Band 2 is £320 per hour or part

Should there be overrun of allotted time allocation the Customer, with agreement by the SCC engineer, will be able to extend following agreement to additional charges.

The Customer will be charged for scheduled work irrespective of whether the work has or has not taken place. On-site configuration at either a Datacentre or Customer Site is subject to additional pre-agreed travel and time costs.

## 4. 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) SCC has confirmed acceptance of the Order in writing to the Customer.

SCC will issue such notification by email to the Customer's Authorised Personnel as stated on the Order Form and the date of such notification shall be deemed to be the "Order Committed Date".

#### 4.1. Charges

For 95th percentile billing SCC shall measure the bandwidth throughout on a 5 minute average, taking the highest of the download or upload value. The top 5% of values in the billing calendar month shall be discarded, leaving the value of the 95% as the data usage rate, in Mb/s, for the month. Where the 95% value exceeds the committed data rate then the difference between the committed and 95% usage rates shall be charged at the overage rate. Where no overage rate is specified on the Order form this shall be £50 per Mb/s.

SCC reserves the right to modify the Charges in response to a change of Applicable Laws that materially affects the terms of or any increase in the cost of delivery of the Services, SCC will provide notice of the change and/or any consequent increase in the Charges along with a written explanation and the Charges will be amended from the date of such notice.

In addition to the rights set out in the paragraph above, SCC shall be entitled to increase the Charges for any Service once in any Year by serving not less than thirty (30) days' written notice on the Customer, provided that the percentage increase in the relevant Charge is no greater than the percentage increase in the CPI between (a) the later of the Commencement Date and the date of any previous increase and (b) the date of the relevant increase.

### 5. 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.

SCC will prior to Activating a Service will:

- a) verify that each Service Location is in an area in which the Service is available;
- b) carry out a line test and/or site survey;
- c) where appropriate, provide and/or install Service Equipment;
- d) carry out appropriate Customer credit checks.

Where checks and/or surveys and/or installation carried out by SCC (or its Authorised Representative(s)) require attendance at a Service Location, the Customer shall liaise with SCC and/or its Authorised Representative(s) to ensure permission to access the Service Location is granted. SCC (or its Authorised Representative(s)) will with the Customer agree a date and time for attendance.

The Customer acknowledges that Installation of certain Services may be subject to surveys



carried out by SCC or a Carrier (a 'Site Survey') and Customer, therefore, procures that SCC shall not be obliged to provide the Services where a Site Survey identifies a significant problem with providing the Services.

Where SCC determines prior to Activation that the Service cannot be Activated, SCC will notify the Customer and the Order will be automatically terminated.

To ensure that installation is carried out, the Customer will, upon the request of SCC, and at the Customer's sole expense and the Customer procures that it will:

- a) obtain all necessary consents, including consents for any necessary alterations to buildings.
- b) take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers advised by SCC, for Activation of the Service; and
- c) provide any electricity and connection points required by SCC or its agents.

The Customer acknowledges that during, and as a result of, the installation and Activation of the Services at Service Locations, temporary loss, interference or disruption to other telecommunications services may occur. SCC shall use its reasonable endeavours to minimise such interruption or interference and it will undertake checks for such interference in connection with any such installation. To the maximum extent permitted by law, SCC will not be liable for any loss, interruption or interference to such other services during installation.

Where an Activation is deemed possible, if a Customer cancels or terminates:

- a) An Order at any time before the Order Committed Date, it will be liable for payment of a £150 admin fee and any Carrier or other specific charges or costs incurred in relation to such Order (it being acknowledged and agreed by the Parties that significant costs or charges may be incurred by SCC in the event of cancellation of an Order or Contract); and;
- b) A Contract at any time after the Order Committed Date and prior to Activation, it will upon such termination be liable to pay SCC an amount equal to the Early Termination Charges.
- c) A Contract at any time after Activation but before being validly terminated in accordance with a Contract, it shall upon such termination be liable to pay SCC an amount equal to the Charges that would have been payable during the entire Initial Term less any already paid by the Customer.

Where SCC is unable to Activate a Service due to the act or omission of the Customer (including the provision of incorrect material information), SCC may treat the Contract as terminated by giving a written notice to the Customer and may follow up such notice with a levy or charges provided in this Clause 5 (and the Customer will be deemed to have terminated the Order on the date of such notice for the purposes determining the payment under this Clause 5).

Where the Customer delays the installation or completion of a Service for more than 30 calendar days, SCC may terminate the Order by written notice to the Customer, in which event the Customer shall be liable to pay SCC the Early Termination Charges.

## 6. Provision of the Service

SCC will provide the Services from the Activation Date for the term of the relevant Service as described in the Product Annex and the applicable Order.



SCC warrants to the Customer and agrees that it will provide the Services in a manner befitting a competent telecommunications service provider and in accordance with good industry practice and in accordance with this Product Annex.

SCC will co-operate with the Customer in all reasonable matters relating to the Services. Nothing in this Clause 6 will prejudice the right of SCC to charge the Customer additional expenses for such co-operation if permitted under this Agreement or as agreed separately in writing and signed by the Parties.

Any dates and timelines specified in this Agreement or in any Order for performance of a SCC obligation are estimates only and time will not be of the essence.

### 6.1. Good to Know

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

For public cloud interconnects there are a number of Services available. For AWS (Amazon Web Services) the Customer needs to setup an account with AWS. AWS offer two variants, private or public cloud.

For Microsoft Azure Customers they need to provide SCC with the Key provided by Microsoft when the account is setup. Microsoft offer a wide spectrum of cloud variants, including Private and Public. It is important that these options are discussed and understood prior to Ordering a public cloud interconnect.

### 6.2. 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.

### 6.3. Sync Rates

These vary for 3G and 4G Services depending on location, cell density and number of users in a particular area. Speeds can range, and continuously, from less than 1 Mb/s to over 100 Mb/s, in the case of 4G. It is therefore not recommended to install any Services in basement communication rooms. If this is required Cisco provide a range of aerial extension kits for their routers.

### 6.4. 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.

### 6.5. Installation Service

The Services are activated remotely so no installation is required on site. Hardware that is required to make the service work, such as a Firewall or WiFi hotspot will be shipped to site ready for the Customer to connect. The Customer should notify SCC so the configuration can be checked remotely.

### 6.6. 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.

PWAN – 30 working days

Hosting – Cloud Services – 10 working days when on-net Security - Email – 10 working days



Security - Firewall – 10 working days WiFi – 10 working days

CORE – 30 working days

Wireless 3G and 4G – 5 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. Service Equipment and Remote Management

## 7. Service Equipment and Remote Management

### 7.1. Service Equipment and Service Locations

The following conditions will apply to the Service Equipment consumed as part of the Services detailed in this Product Annex:

1. SCC or its Authorised Personnel (e.g. agents and subcontractors) may during the term of each Contract and in accordance with the Product Annex: (i) install and keep installed the Service Equipment at each Service Location; and (ii) have the right to enter and re-enter each Service Location as and when required in order to install, test, operate, maintain and remove the Service Equipment. The right to remove Service Equipment shall survive the term of each Contract for a reasonable amount of time.
2. The Customer will prepare and provide (i) reasonable access to the Service Location to enable SCC's Authorised Personnel (agent and or sub-contractors) to provide the Services and (ii) a safe and suitable environment for housing the Service Equipment, including appropriate protection from weather, security, availability of power, cooling, heating and ventilation. The Customer, SCC and its Authorised Personnel (agent or sub-contractors) shall comply with health and safety regulations and other applicable standards in relation to staff of SCC and its sub-contractors attending each Service Location.
3. The Customer shall be responsible for the maintenance of Customer Equipment and cables connected to the Network unless otherwise agreed by the Parties pursuant to an Order.
4. The Customer shall not make any replacement, interference, modification, adjustment or connection to the Service Equipment unless such replacement, interference, modification, adjustment or connection is agreed by SCC in writing.
5. The Customer will:
  - a) not stack any equipment or materials on top of the Service Equipment;
  - b) take all reasonable steps to secure against any unauthorised use of the Service Equipment;
  - c) ensure the safe keeping of the Service Equipment at a Service Location and indemnify SCC for any theft, loss or damage to the Service Equipment other than arising from the acts or omissions of SCC or its sub- contractors;

- d) ensure that all Service Equipment located in any Service Location or otherwise connected to the Network has the relevant electrical protection and failsafe measures, labelling and instructions for use as may be required by law and is connected to the Network and used in accordance with any applicable laws and instructions; and
  - e) ensure the compatibility of any applications (including Customer Equipment) the Customer wishes to use with the Services and ensure that any such applications do not harm the Network, Services, or any other customer's network or equipment.
6. SCC agrees that its staff will observe the reasonable site regulations of the Customer whilst at the Service Location. In the event of any conflict between such site regulations and the Contract, the latter shall prevail unless the Parties are required by law to comply with the site regulations, in which case the site regulations will prevail.
  7. With the exception of Service Equipment, the Customer will be responsible for providing computer hardware, software and telecommunications equipment and services to access and use the Services.
  8. Ownership and title in the Service Equipment will remain with SCC at all times during the term of the relevant Contract, unless agreed otherwise in writing between the Parties. The Customer will not charge, mortgage or otherwise deal with the same and will use all reasonable efforts to prevent third Parties from asserting or acquiring any rights in relation to the Service Equipment.
  9. The Customer will ensure that all equipment connected to a Service is connected to and used with the Service in accordance with the published instructions and any safety and security procedures notified to the Customer.
  10. SCC makes no warranty that a Service will interoperate properly with any equipment not procured from SCC in connection with that Service.
  11. The configuration of equipment and Services provided by or on behalf of SCC (and know-how, design and information relating to such equipment and service configuration) and the Network is and will remain at all times the Intellectual Property of SCC and/or its sub-contractors. The Customer accepts that it does not have any right of ownership at any time during the Contract or after the Service has ceased and the Customer will not, at any time, and for any reason, attempt to gain access to the configuration of Service Equipment or the Network.
  12. Any attempts not authorised by SCC to gain access to the Service Equipment or the Network by any means, including brute force hacking, reverse-engineering or resetting of the device will be deemed a breach of this Agreement and the terms of the Order Contract of Service and SCC reserves the right to terminate this Agreement with immediate effect and/or suspend the Service forthwith in accordance with Clause 6 of the Agreement (Service Suspension/Alteration) and may pursue the Customer for damages where Equipment or Network has been damaged or compromised.
  13. Where the Customer needs to undertake penetration testing for security audit purposes the Customer will notify [GlobalAccounts.IncidentManagement@scc.com](mailto:GlobalAccounts.IncidentManagement@scc.com) five (5) Working Days in advance in writing, detailing the tests being undertaken. The Customer will receive confirmation back by email when this has been accepted. Failure to notify SCC will be deemed a hacking attempt on the SCC network and material breach of Customer Fault).

14. Where remote management of the Service Equipment transfers to the Customer on cessation of the Service, SCC will, at the Customer's request (sent to [GlobalAccounts.IncidentManagement@scc.com](mailto:GlobalAccounts.IncidentManagement@scc.com) sufficiently prior to the termination date), reset the Service Equipment to factory default settings so as to provide Customer with management access to the modem. A request to reset the Service Equipment after this date, or without sufficient notice, will require the return of the Service Equipment to SCC and collection, each at the Customer's expense.
15. The Customer will ensure that Service Equipment is made available to SCC in good working order and physical condition for collection in packaging provided by SCC and within 2 weeks of the cessation of the Service. If the Service Equipment is not returned, or has sustained physical damage preventing it being re-deployed in a good condition, then SCC may charge the Customer the full cost of replacement at manufacturer's list price at that time.
16. SCC will have no liability to the Customer relating to the provision or performance of any Services to the extent that such Services are effected by failure by the Customer to comply with its obligations under this Clause 7.1 or any Customer obligation set out in this Product Annex.
17. The Customer will notify SCC in writing promptly after it becomes aware that it is in breach of this Clause 7.1. Where the Customer does not comply with Clause 7.1 or any other obligations under a Contract or applicable Order and such non-compliance results in or is likely to result in a Service Failure or period where there is no Network Availability, SCC will use reasonable endeavours to notify the Customer of the matter promptly so that the Customer can remedy the non-compliance within a reasonable period, and in any event no later than thirty (30) days from receiving notice of the matter from SCC. If the Customer does not remedy the non-compliance SCC will have the right to immediately suspend the Services, at the Customer's expense, until non-compliance has been remedied to SCC's reasonable satisfaction. Where non-compliance is not remedied for three (3) or more months following notice of the matter by SCC, SCC will have the right to terminate the applicable Order or the applicable Services under that Order, and the Customer will pay the associated Early Termination Charges.
18. Unless otherwise agreed in an Order, SCC and/or Carriers will not be responsible for assessing the Customer's space, facilities, computer and/or transmission capacity requirements, the Customer will be solely responsible for assessing its requirements, and for the avoidance of doubt, SCC will have no liability under or in connection with any Contract or an Order to the extent that the Customer's stated requirements are inadequate or are otherwise not fit for purpose.
19. Customer will indemnify SCC, its representatives, agents and subcontractors in respect of all and any costs, losses, damages, expenses (including legal expenses), fines and penalties, proceedings, actions, liabilities, and claims incur by or, brought or threatened against, SCC as a result of a breach of this Clause 7.1 and this Product Annex.
20. The Customer will not (and will procure that each member of its staff and personnel will not) use any Service:
  - a) in breach of SCC's then current Acceptable Usage Policy from time to time detailed at: <https://www.scc.com/telecoms-standard-terms-and-conditions/>
  - b) in breach of any reasonable instructions given by SCC.

21. SCC will have the right to examine, from time to time, the Customer's use of the Services and the nature of the data/information that the Customer is transmitting or receiving via the Services where such examination is necessary: (i) to protect and/or safeguard the integrity, operation and functionality of SCC's (and neighbouring) networks; and/or (ii) to comply with police, judicial, regulatory or governmental orders, notices, directives or requests.
22. For the purposes of Clause 16.8 in the Master Services Agreement (Termination for Customer Fault), any breach by Customer of the provisions of Condition 2, 4, 8, 11, 12, 13, 20 a), 23, 24 and 28 in this Clause 7.1 will be deemed a material breach of the Agreement and of the relevant Contract.
23. Save where expressly permitted in this Agreement, the Customer will not otherwise license, sell, resell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make use of the Services.
24. The Customer will not modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property in the Services except and only to the extent that it is expressly permitted by this Agreement or required by applicable law.
25. The Customer will conduct its business without detriment to SCC and the good name, goodwill and reputation of SCC and will avoid deceptive, misleading or unethical practices, advertising or publications that are, or might be, detrimental to SCC, SCC services or the public.
26. The Customer will ensure that it has obtained all necessary licenses or permits necessary for the use of the Services and it will pay all taxes and other amounts payable by it in connection with any delivery or use of the Services.
27. The Customer will indemnify SCC, its representatives, agents and subcontractors in respect of all and any proceedings, actions, liabilities, and claims brought or threatened in connection with the Customer's breach of this Clause 7 ("**Claims**") and in respect of all and any costs, losses, damages, expenses (including legal expenses), fines and penalties incurred by SCC directly or indirectly in connection with such Claims.
28. The Customer is not granted any right, license or interest in any Intellectual Property of SCC or SCC licensors unless expressly stated otherwise in this Agreement.
29. The Customer warrants and represents that:
  - a) it has full power and authority to enter into and perform this Agreement, and that its entry into and performance of this Agreement will not infringe the rights of any third Party or cause it to be in breach of any obligations to a third Party, and undertakes that it will not, during the term of this Agreement, enter into any contract or accept any obligation inconsistent or incompatible with its obligations under this Agreement or any Contract;
  - b) it has obtained all necessary licences or permits necessary for the use of the Services and it will pay all taxes and other amounts payable by it in connection with any delivery or use of the Service.
  - c) it will not introduce any viruses, and will not allow any viruses to be introduced, to the Network;
  - d) it will comply with all applicable laws, rules and regulations of governmental

entities, having jurisdiction over such performance, including any data protection and privacy laws and regulations, health and safety legislation and environmental legislation; and

- e) upon SCC's request, it will immediately give SCC all assistance, cooperation and information necessary in order for SCC to comply with its obligations under the Regulation of Investigatory Powers Act 2000 and all laws regarding data protection and data retention.

## 7.2. 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 [GlobalAccounts.IncidentManagement@scc.com](mailto:GlobalAccounts.IncidentManagement@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 Meraki 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 Working Day of it being diagnosed.

Please note on the 4 Hour Hardware Replacement contract will auto-renew annually due to the underlying licences SCC needs in order to supply the service. Standard notice periods apply but once the initial term has ceased a further 12-month term will apply if notice hasn't been given prior to the anniversary.

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. 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 three (3) month's written notice, such notice to take effect at either the end of the Initial Term or, in the even the request is submitted during or after the final three months of the Initial Term, the same day in the month after the notice period has expired. If the Customer upgrades the bandwidth for 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.

Contracts that have not been terminated upon the expiry of the Initial Term will automatically renew for the lesser of the Initial Term or 1 year. A cancellation request must be effected by the Customer by emailing [telecoms.cease@scc.com](mailto:telecoms.cease@scc.com).

Notice of termination will only be accepted via email. The Customer must email SCC with a request to terminate the Contract at: [telecoms.cease@scc.com](mailto:telecoms.cease@scc.com). Such email must contain the contracted company name and details of the Service being cancelled, the site address and Service description and SCC contract number. No other method of notice of termination will be accepted, including notification to any other SCC email address, including the Customer's account manager.



## 9. 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, the Customer must email [GlobalAccounts.IncidentManagement@scc.com](mailto:GlobalAccounts.IncidentManagement@scc.com) or call 0845 351 0688. Urgent faults (being any loss of Service or any fault that prevents a 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 Working Day courier, providing the fault is identified by 3 pm. Replacement hardware for faults identified after 3 pm may not arrive until the subsequent Working 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.



Level 1	Contact
Front Line Service Desk	0845 351 0688 GlobalAccounts.IncidentManagement@scc.com
Level 2	Contact
Front Line Team Leader	0845 351 0688 George.Condurat@scc.com
Level 3	Contact
Service Desk Operations Support Manager	Stefan.Popovici@scc.com
Level 4	Contact
Head of UK Service Operations	George.Cernatescu@scc.com

- Applicable when no CPTR (Clear Path to Resolution) has been identified
- Supplier escalation operates independently from the above which is managed by SCC
- Progress through each level is dependent on the Service Level Agreement (excluding non- SCC time) being reached at the previous stage by the Time to Respond time outlined above

### 9.1. Planned Engineering Works

There are occasions where it is necessary for SCC to undertake Planned Engineering Work (PEW) on devices or connectivity, such as upgrades or preventative maintenance. In some cases, this may cause disruption to the Customer solution; however, every attempt is made to ensure any disruption is kept to a minimum. PEW activity is required in order for SCC to carry out essential maintenance work and to continually modernise the Service and its capabilities.

Temporary changes may be made to the network or the technical specification of a Service from time to time for operational or technical reasons including to suspend, modify, change, add to or replace any part of the network or Services. If these changes will or are likely to be materially detrimental to the Service, SCC will use reasonable endeavours to inform the Customer in advance.

SCC may from time to time carry out maintenance to the network and/or Service for purposes of providing new installations, updating facilities and general maintenance ('Scheduled Maintenance'), during which the Service will be unavailable. SCC will use reasonable endeavours to provide at least seven (7) calendar days' notice of any Scheduled Maintenance.

Where SCC needs to carry out emergency maintenance or any maintenance that is not Scheduled Maintenance ('Emergency Maintenance') to any Service and/or the network, SCC may carry out such Emergency Maintenance and will give as much notice as is reasonably practicable to the Customer and will explain why the maintenance is necessary and why short notice has to be given. It may only be possible to give this notification after the Emergency Maintenance has taken place.

## 10. Service Level Agreement and Service Credits

SCC shall, in the performance of the Services, use reasonable endeavours to meet or exceed the Service Levels.

Without diminishing any other obligations of SCC, SCC agrees to use its reasonable endeavours to respond to the Customer within 30 minutes in the event of any issue adversely and materially affecting the Services and/or the Core Network (excluding Carrier specific



issues) being raised by the Customer.

SCC shall review the Service Levels achieved for each Month and report to the Customer summarising SCC support levels and any Service Credits owed to the Customer. Such report shall be sent out following the end of each Month.

SCC will provide a telephone support system available 24 hours of the day and every day without exception. All support calls will be investigated within 2 hours from receipt of the call, save where the applicable Service Level Agreement specifies a different response time in which case the support calls will be responded to by SCC in accordance with such Service Level Agreement.

SCC shall provide Network Availability and Internet Breakout, if specified, for each circuit 99.9% of the time unless a higher percentage is specified in a Contract or the SLA under "Agreed Uptime Guarantee" (in which case that percentage shall apply). This Service Level shall be measured on a Monthly basis. In the event of any failure of this Service Level in any Month, service credits apply as set out in the Service Level Agreement.

Should the Service experience Service Failure SCC shall endeavour to repair the fault in accordance with the following target repair times 'TTR' (Target Time To Repair), each running from the time Customer notifies SCC of the fault.

If the Service is described as '1:1 contention ratio', then SCC shall ensure that the Service (whilst on the Core Network) will be uncontended at every stage of delivery, save where traffic traverses the public Internet, which cannot be controlled by SCC. SCC shall use all reasonable endeavours to ensure that the Service whilst on the rest of the Network (other than the Core Network) will be uncontended at every stage of delivery, but does not, for the avoidance of doubt, guarantee that the Service will be uncontended outside the Core Network, for example, but not limited to, in respect of Transit.

Where the Customer has not elected an enhanced hardware support package as part of the Service, SCC shall use reasonable endeavours to minimise disruption caused by faulty hardware.

***Periods of unavailability that does not count for downtime in calculating periods of Uptime and Service Level performance***

The following periods of unavailability of Service shall not be counted in calculating downtime and shall not be a Service Failure (and shall be treated as Uptime) for the purpose of the calculation of any Service Levels or service credits:

- any period prior to the relevant Service being successfully connected to the Network for the first time;
- during Scheduled Maintenance and Emergency Maintenance;
- during any period following a request by SCC to the Customer to carry out an action or provide necessary information where necessary to resolve the fault of failure, such period to be measured from the time of the written request until such request is actioned by Customer;
- any period of downtime which is caused by or results from any Force Majeure;
- any period of downtime arising from failures of CPE;
- any period of downtime following suspension

Service credits will not apply to failures of CPE unless supplied by SCC and Customer has



specified in the Order the 4 hour replacement option for such hardware.

SCC shall provide Core Network Availability for all voice and data platforms 99.99% of the time. This Service Level shall be measured on a Monthly basis. In the event of any failure of this Service Level in any Month, service credits shall apply as set out in the Service Level Agreement.

### 10.1. Service Credit Calculation

The table set out below provides a summary of the Service Levels and applicable service credits applying to various Services.

In the event that SCC fails to achieve the Uptime Service Level in any Month, it shall pay a service credit equal to the Monthly Fee Rebate corresponding to the applicable Service and Service Level. Service credits shall be paid in the Month following the Month in which the relevant Service Level failure occurred.

Services listed with 99.99% uptime (headed "Services"): ("99.99% Services")

- In the event that Uptime for any of these Services equals or exceeds 99.99% in any Month, the Monthly Rebate Fee shall be nil.
- In the event that Uptime is less than 99.99% but equals or exceeds 99.90% in any Month, the Monthly Rebate Fee shall be 2%.
- In the event that Uptime is less than 99.90% but equals or exceeds 99.50% in any Month, the Monthly Rebate Fee shall be 5%.
- In the event that Uptime is less than 99.50% but equals or exceeds 99.00% in any Month, the Monthly Rebate Fee shall be 10%.
- In the event that Uptime is less than 99.00%, the Monthly Rebate Fee shall be 10%.

All Other Services and primary lines from failover of the above 99.9% Services:

- In the event that Uptime for any of these Services equals or exceeds 99.9% in any Month, the Monthly Rebate Fee shall be nil.
- In the event that Uptime is less than 99.90% but equals or exceeds 99.50% in any Month, the Monthly Rebate Fee shall be 0%.
- In the event that Uptime is less than 99.50% but equals or exceeds 99.00% in any Month, the Monthly Rebate Fee shall be 2%.
- In the event that Uptime is less than 99.00% but equals or exceeds 98.00% in any Month, the Monthly Rebate Fee shall be 5%.
- In the event that Uptime is less than 98.00% but equals or exceeds 97.00% in any Month, the Monthly Rebate Fee shall be 10%.
- In the event that Uptime is less than 97.00% in any Month, the Monthly Rebate Fee shall be 10%.

### 10.2. Latency/Packet Loss/Jitter Service Levels

In the event that a Latency Service Failure occurs in 3 consecutive Months or 4 Months in any 6 Month period, the Customer shall have the right to terminate the affected Service by 30 days' written notice to expire no later than 6 months from such Latency Service Failure



and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

In the event that a Packet Loss Service Failure occurs in 3 consecutive Months or 4 Months in any 6 Month period, the Customer shall have the right to terminate the affected Service by 30 days' written notice to expire no later than 6 months from such Packet Loss Service Failure and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

In the event that a Jitter Service Failure occurs in 3 consecutive Months or 4 Months in any 6 Month period, the Customer shall have the right to terminate the affected Service by 30 days' written notice and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

The Customer shall carry out monitoring and measurement of the Latency, Packet Loss and Jitter for each Service to the reasonable satisfaction of SCC.

### 10.3. Wireless Service

SCC is unable to provide an SLA for Wireless 3G and 4G service provided by the carrier due to the limits of the delivery technology and external factors such as coverage, cell density, localised environmental factors. Should Customers receive poor performance they are to report it to SCC for diagnosis and alternative remedies such as alternative carriers or boosters may be offered. These may be at additional expense to the Customer.

Customers are still however liable for the original SIM and associated contract for the Initial Term. The Customer may terminate a relevant Service during the applicable Initial Term with 1 months' written notice in the event that there is a breach of the applicable Service Level in 3 consecutive months or 4 times in a 6 month period. Qualifying measures (i.e. Service Levels subject to this remedy) are 99.99%, 99.9%, Latency, Packet Loss and Jitter only.

## 10.4. SLA Table

Services	Uptime	Qualification	Breach		Rebate
			SLA	HH:MM:SS	
Hosting/Colocation FD Core Network	99.99%	Layer 3 IP ping to CPE	99.99%	00:05:00	0%
			99.90%	00:05:01	2%
			99.50%	00:43:01	5%
			99.00%	03:39:01	10%
All Other Services <i>also includes primary lines from failover 99.99% Services</i>	99.90%	Layer 3 IP ping to CPE	99.90%	00:43:00	0%
			99.50%	00:43:01	0%
			99.00%	03:39:01	2%
			98.00%	07:18:01	5%
97.00%	14:36:01	10%			
Latency	<100ms	Support Ticket	100ms+	Reported Fault	
Packet Loss	<5%	Support Ticket	5.00%	Reported Fault	
Jitter	<10 ms	Support Ticket	10 ms	Reported Fault	
Target Time to Respond	4 Hours	Support Ticket			
Target Time to Repair	5 Hours	Support Ticket			
<b>Datacentre</b>					
Power	100%	Support Ticket	<100%	Reported Fault	
Temperature	20-28°C	Support Ticket	>28°C	Reported Fault	
Humidity	30-70%	Support Ticket	>71%	Reported Fault	

## 10.5. 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 or (where no Service credits have been credited) entitlement to Service credits, the Customer shall raise a query by email to [scc.credit.control@scc.com](mailto:scc.credit.control@scc.com) (quoting the support ticket number and Customer's account code) within 7 Working Days.

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.

### 10.6. Customer right to terminate for a fault

In the event that there is a Serious Breach of an individual Service, the Customer shall be entitled to terminate that individual Service without charge upon one month's written notice to SCC to expire no later than 6 months from such Serious Breach and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

In the event that there is a Mass Failure, the Customer shall be entitled to terminate this Agreement and all Contracts or the applicable Service and /or Contract without charge upon one month's written notice to SCC to expire no later than 6 months from such Mass Failure and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

### 10.7. Network Maintenance

Temporary changes may be made to the Network or the technical specification of a Service from time to time for operational or technical reasons including to suspend, modify, change, add to or replace any part of the Network or Services. If these changes will or are likely to be materially detrimental to the Service SCC will use reasonable endeavours to inform the Customer in advance.

SCC may from time to time carry out maintenance to the Network and/or Service for purposes of providing new installations, updating facilities and general maintenance ('Scheduled Maintenance'), during which the Service will be unavailable. SCC will use reasonable endeavours to provide at least seven (7) calendar days' notice of any Scheduled Maintenance.

Where SCC needs to carry out emergency maintenance or any maintenance that is not Scheduled Maintenance ('Emergency Maintenance') to any Service and/or the Network, SCC may carry out such Emergency Maintenance and will give as much notice as is reasonably practicable to the Customer and will explain why the maintenance is necessary and why short notice has to be given. It may only be possible to give this notification after the Emergency Maintenance has taken place.





## 11. 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 product being ordered on the Order Form defining the hosted application or service;

**'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 100ms;

**'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 SCC.

**'Network Availability'** means the CPE, when correctly connected and configured, is able ping



one of the following DNS servers. These are currently 89.105.96.51 and 89.105.96.52, but may be subject to change;

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

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

'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 5%;

'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 clause 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.