

SERVICE SCHEDULE X: GENERAL FIXED SERVICES

1. Definitions

The following definitions apply where appropriate in addition to those in the General Business Terms and Conditions of the Agreement.

"Local Access Circuit" refers to the connection between the Customer Premises and a Telecommunications Operator's nearest network node / point of presence (variously called a PoP, Local Exchange or Central Office)

"Availability" means the percentage of time when the Service is working – averaged over a rolling time period.

"Business Hours" means the local working hours in a Business Day or as specified elsewhere in this Agreement.

"Contracted Maintenance Hours" means the times when Vodafone shall provide maintenance for Vodafone Equipment. These shall be Business Hours unless stated otherwise.

"CPE" or Customer Premises Equipment, which is any Equipment located at the Customer's premises and connected with the Vodafone Network at the demarcation point. CPE includes devices such as routers and switches.

"Gateway" means an interface that allows the transfer and/or conversion of data between services.

"Local Contracted Business Hours" means the times when maintenance of any Access Line is provided. These shall be Business Hours unless stated otherwise.

"Managed Router" means a Router managed by Vodafone provided at a site as part of the Service.

"Minimum Period of Service" means the minimum period of time for which a Service is to run, beginning on the Operational Service Date unless otherwise agreed in writing between the Parties.

"Planned Maintenance" is any work that is planned in advance to be carried out by Vodafone or on its behalf which causes the Service to be suspended.

"Recurring Charges" Vodafone Services may levy a periodic charge associated with the continued provision of the Service, for example a monthly line rental charge. Recurring Charges may be in addition to Usage Charges.

"Router" means equipment which determines the Vodafone Network priority and, if applicable, the route to be used by the Service.

"Service Level" means an agreed level of service for Delivery, Availability and/or network performance as may be applicable to a Service and as set out in a Service Annex.

"Service Management Boundary" ("SMB") means the demarcation point up to which Vodafone will manage the Service.

"Usage Charge" a variable incurred by actual usage or a service over a connection provided to the customer, for example voice call charges are "Usage Charges". Other charges may be associated with the provision of the Service.

2. Provision of Service

2.1 In consideration of the payment of the Charges by the Customer Vodafone will provide the Service(s) as described in the Service Annex(es) to this Schedule for the Minimum Period of Service and thereafter unless and until provision of the Service is terminated by either Party in accordance with the Agreement.

2.2 If Vodafone detects or the Customer reports an Incident, Vodafone will do the following:

- a) Network Incidents. Vodafone will respond to reported incidents without undue delay.
- b) Access Incidents. Vodafone will work with the relevant supplier to restore service as soon as practicable during Local Contracted Business Hours.
- c) Vodafone Equipment Incidents. If possible Vodafone will fix the Equipment remotely. If necessary, Vodafone or its supplier will visit the Site as soon as reasonably practicable during Contracted Maintenance Hours.

2.3 Vodafone is not responsible for rectifying any incidents:

- a) In any Customer, host or LAN application;
- b) In any cable, connector or interface between the Equipment and any equipment or hardware owned by the Customer;
- c) Beyond the Service Management Boundary.

2.4 Vodafone has the exclusive right to manage the configuration of Equipment.

2.5 In addition to maintenance performed during Vodafone's regularly scheduled maintenance windows, Vodafone may carry out unplanned maintenance from time to time. Vodafone aims to inform the Customer at least:

- a) 7 days before scheduled hardware or software maintenance on the Vodafone Network and/or Vodafone Equipment; or
- b) Without undue delay for scheduled Local Access Circuit supplier maintenance

2.6 Service Levels may be provided for Services, subject to prior agreement with Vodafone.

2.7 Vodafone will provide the contact details (either e-mail, telephone or fax, as appropriate) of designated contact

points, collectively "Service Centre", which will be the Customer's contact points for placing orders, reporting incidents (faults) and making inquiries relating to the Service. The Customer will be able to use the numbers to contact Vodafone to report incidents 24 hours a day, 365 days a year and to order services or make enquiries during Business Hours, or as specified on the Order.

3. The Customer's Responsibilities

3.1 The Customer will provide Vodafone with all reasonable assistance for Vodafone to perform Service delivery and acknowledges that certain minimum technical requirements may be necessary. Vodafone will inform the Customer in advance of these requirements.

3.2 The Customer will give Vodafone the name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters ("Customer Contact"). The Customer Contact will:

- a) Be available at all times and provide assistance and information during Service delivery;
- b) Be available after Service Delivery in accordance with the Service maintenance option as selected by the Customer;
- c) Take incident reports from Users, who may not contact Vodafone directly;
- d) Report incidents to the Service Centre using the reporting procedures notified by Vodafone and be available for all subsequent incident management communications; and
- e) Inform Vodafone of changes to any information supplied when ordering the Service including changes to the Customer Contact details.

3.3 The Customer will provide and maintain its own LAN and/or WAN equipment and ensure that the LAN protocols and applications it uses will operate satisfactorily over WAN connections using the Service.

3.4 The Customer will provide, at its own cost, all necessary cabling between the Vodafone Equipment and any Customer Equipment (including PBX) required.

3.5 If third party software is required in order to operate the Services, the Customer is responsible for ensuring that it has the appropriate number and type of software licences and that any applications (other than ones provided by Vodafone as part of the Service) are compatible with the Service.

3.6 The Customer will ensure that it has appropriate security policies, including data archiving, in place.

3.7 The Customer is responsible for the distribution, on-going management, maintenance, security and proper use of all valid usernames, user IDs and passwords used in connection with the Service and shall

- a) Inform Vodafone immediately if a user ID or password has, or is likely to, become known to an unauthorized person, or is being or may be used in an unauthorised way;
- b) Take all reasonable steps to prevent unauthorised access to the Service; and
- c) Satisfy Vodafone's security checks if a password is lost or forgotten.

3.8 Vodafone reserves the right to

- a) Suspend user ID and password access to the Service if Vodafone considers that there is, or is likely to be, a breach of security; and
- b) Require the Customer to change any or all of the Customer's passwords.

3.9 The Customer acknowledges that any voice Service provided by Vodafone may not be capable of correctly identifying a caller's location to applicable emergency service departments. The Service Annex states whether or not can correctly identify a User location.

4. Charges and Payment Terms

4.1 The Customer will pay the Charges for the Service in accordance with the terms set out in clause 6 of the General Business Terms and Conditions.

4.2 Unless otherwise agreed:

- a) Any one-time installation Charges will be invoiced on the Operational Service Date(s);
- b) Any recurring Charges, except Usage Charges, will be invoiced monthly in advance;
- c) Any Usage Charges will be invoiced monthly in arrears, calculated at the then current rates, unless otherwise agreed in writing; and
- d) Any one-time de-installation Charges, which will be equal to the then current rates for Installation Charges, will be invoiced within 2 months of de-installation.

4.3 Vodafone reserves the right to charge the Customer for:

- a) Investigating Customer reported incidents where Vodafone finds no incident or that the incident is outside the Service Management Boundary;
- b) Service Delivery outside Business Hours; and/or
- c) Restoring Service if the Service has been suspended.

4.4 Upgrades or Downgrades of an existing Service are permissible subject to Vodafone's prior written consent. Downgrading a Service may result in a downgrade fee and/or a new Minimum Subscription Period being applied to the downgraded Service.