

Contents

Document Control Information 1

1. Document Purpose 2

2. Service Delivery and Acceptance 2

3. Service Support 2

4. Additional Terms..... 2

1. Document Purpose

This document describes Exponential-e's Carrier Connectivity Services, their service level agreements and the service-specific terms and conditions that apply in addition to Exponential-e's General Terms of Business – US Carriers (the "General Terms"). Capitalised terms used herein which are defined in the General Terms or the Additional Terms (Section 4) of this Service Document shall be afforded their defined meanings throughout. Each Carrier Connectivity Service is set out in a separate Service Definition attached as a Schedule.

2. Service Delivery and Acceptance

The Service Delivery Team (SDT) will provide regular progress reporting and on-going support. All activities related to delivery are scheduled within Normal Business Hours. If the Parties agree to re-schedule outside of Normal Business Hours, additional charges will apply. The SDT will notify the Customer by email when a Service is ready to be used. Where applicable, acceptance tests are set out in the relevant Service Definition. All Target Service Commencement Dates herein are estimated and subject to survey.

3. Service Support

3.1 Fault Management

Save where specified otherwise in the applicable Service Definition, Exponential-e will monitor the Carrier Connectivity Services' performance 24 x 7 x 365. In the event of a fault, an incident ticket will be raised by Exponential-e. Information on how to contact Exponential-e's Customer Support Centre can be found in the Customer Support Handbook (available upon request from Exponential-e).

3.2 Site Moves

Exponential-e will, if it is technically possible to move the Services from a current Customer Site to a new Customer Site, provide a quotation to the Customer.

3.3 Planned and Emergency Works

Exponential-e will aim to provide at least 14 days' notice via email of any planned works. Exponential-e reserves the right to carry out emergency works at any time, without notice. Additional service-specific support and maintenance information is provided in the Service Definition, where applicable.

4. Additional Terms

The following terms and conditions apply to the Carrier Connectivity Services in addition to the General Terms.

4.1 DEFINITIONS

4.1.1 In this Service Document, the following terms shall have the meanings assigned to them below:

"Customer Networks" the networks, equipment and cabling at the Customer Site(s), to which the Service(s) or Exponential-e Equipment will be connected.

"Customer Premises Equipment (CPE)" Exponential-e Equipment located at the Customer Site(s).

"Permissions" the permissions granted to a telecommunications operator pursuant to the Communications Act 2003 or, in relation to any non-UK services, any regulatory framework applicable to the Service(s) in the country of provision.

4.2 SERVICE PROVISION

4.2.1 Provision of Carrier Ethernet Private Line (EPL) Services and the Charges for Carrier EPL Services are subject to site survey following order placement.

4.2.2 Exponential-e (and/or its suppliers) will conduct Customer Site survey(s) to ascertain whether cabling and/or associated infrastructure is required to be installed at the Customer Site(s) in order to provision the Carrier EPL Service and as a result additional costs (known as "ECC's" or "Excess Construction Costs") apply.

4.2.3 Where ECC's apply, Exponential-e will submit to the Customer a Change Order detailing what additional works are required and the Charges payable. ECCs shall be invoiceable by Exponential-e upon signature of the Change Order.

4.2.3.1 Any signed Change Order shall supplement the original Order Form and together they will be considered to comprise one single Order Form (with the details on the Change Order taking

precedence in the event of conflict).

- 4.2.3.2 If the Customer does not sign and return a Change Order detailing ECCs within five (5) Working Days of submission by Exponential-e, the original Order Form in so far as it pertains to the Customer Site(s) that are the subject of the detailed ECCs will immediately be considered cancelled without liability on the part of either Party.
- 4.2.4 Following the completion of a Customer Site survey and, if required, the signing of a Change Order, Exponential-e will advise any required changes to the Target Service Commencement Date to the Customer.
- 4.2.5 To enable Exponential-e to provide the Carrier EPL Service, the Customer shall:
 - 4.2.5.1 prepare the Customer Site(s) and the Customer Networks in accordance with Exponential-e's reasonable instructions; and
 - 4.2.5.2 connect any tail circuits to the CPE in accordance with Exponential-e's reasonable instructions; and
 - 4.2.5.3 procure (and be responsible for the cost of procuring) any third party consents that may be required for Exponential-e (and/or its contractors and suppliers) to install and retain the Service(s) and, if applicable, the Exponential-e Equipment at the Customer Site(s), including without limitation, any landlord wayleave consents.
- 4.2.6 Failure or delay of the Customer to install and/or connect any CPE (where the Customer is responsible for doing so) shall not result in any delay to the Service Commencement Date or the Customer's obligation to pay the Annual Charge.
- 4.2.7 Exponential-e and its suppliers, in accordance with best industry practice, operate a two-week network freeze during late December and/or early January and consequently, no Service(s) can be handed-over or changes effected to existing Service(s) during this period and lead-times shall be extended accordingly. For the avoidance of doubt, existing Service(s) will continue to be provided and supported as usual during the network freeze.
- 4.2.8 Exponential-e reserves the right to suspend the Customer's Service(s) temporarily in order to protect the Exponential-e Network in the event that the Customer has been notified of an impending Denial of Service attack or is subject to any other act of cyber-terrorism.

4.3 ABORTED CUSTOMER SITE VISITS

- 4.3.1 In respect of Carrier EPL Services, the Customer shall reimburse Exponential-e for any charges levied on Exponential-e by the relevant tail circuit supplier as a result of that tail circuit supplier not being given access to a Customer Site as previously arranged and agreed with the Customer. The Customer shall be entitled to see reasonable documentary evidence attesting to such incurred charges for aborted Customer Site visits by the tail circuit supplier.

4.4 FEES AND PAYMENT

- 4.4.1 Where there is a further Non-Recurring Charge (NRC) as a result of a Change Order (such as ECCs) such further NRC shall become invoiceable immediately upon signature of the relevant Change Order.
- 4.4.2 As from the Service Commencement Date, the Annual Charge shall, subject to Clause 6.4.3 below, be firm and fixed for the duration of the Initial Term.
- 4.4.3 Exponential-e shall be entitled to increase the Annual Charge where Exponential-e can reasonably demonstrate that such an increase is due to an increased cost of providing the Service(s) solely caused by a legal or regulatory change (including a regulated price increase by a supplier). Exponential-e will provide at least thirty (30) days' notice of any increase in the Annual Charge due to regulated price increases. Any such increase will not exceed the increased cost incurred by Exponential-e in providing the Service(s). Exponential-e will provide reasonable documentary evidence to support such price increase to the Customer, upon request.

4.5 ADDITIONAL CUSTOMER OBLIGATIONS

- 4.5.1 The Customer shall supply, at its cost, on an on-going basis, all space, power supplies, cables, trunking, electricity and air-conditioning as are required to receive the Service(s) and ensure the correct operation of the CPE.

4.6 TERM AND TERMINATION

- 4.6.1 With respect to Clause 12.6(b) of the General Terms, any further NRC committed to through a signed Change Order shall be recoverable as part of the Termination Payment. This Clause shall survive termination and continue in full force and effect.

4.7 IMPOSED AMENDMENTS

- 4.7.1 Exponential-e shall have the right, by serving notice to the Customer, to amend the Contract at any time when this is required to comply with any regulations or requirements imposed upon Exponential-e or its suppliers under its Permissions.

4.8 PORTAL SECURITY

- 4.8.1 The Customer has the sole responsibility for putting in place and maintaining the controls that they require around the ability of persons to log into Exponential-e portals via the Customer's log-in details. The Customer must use best industry practice for selecting and regularly changing passwords.