

ANNEX 1B - DATACENTRE INTERNET SERVICES - SPECIFIC TERMS AND CONDITIONS

1. OVERVIEW

- 1.1. The annex applies to Datacentre Internet Services provided by Wildcard, whereby Wildcard provide access to the public Internet to the Customer **within** a datacentre or hosting facility where Wildcard has a network presence. The facility may be operated by Wildcard or may be a third party facility.
- 1.2. The General Terms and Conditions shall also apply which are incorporated by this reference. This annex shall be referred to as the "Related Annex". The latest version of the General Terms and Conditions and this annex can always be found at <https://www.wildcard.net.uk/terms-and-conditions/>

2. SERVICE DELIVERY AND CONFIGURATION

- 2.1. Wildcard will facilitate the provision of public Internet access to the Customer across the Wildcard network infrastructure. The Service is available in a facility where Wildcard has a network presence. A list of these facilities is available on request from Wildcard.
- 2.2. The Service will be presented to the Customer as an Ethernet connectivity, and can be physically presented as Copper or Fibre depending on the Customer's requirements and as specified in the Order.
- 2.3. The Service is symmetrical, which means the download speed is the same as the upload speed, as the Service is available in various capacities as detailed below:
 - 2.3.1. Between data rates of 10Mb/s and 100Mb/s in 10Mb/s increments.
 - 2.3.2. Between data rates of 100Mb/s and 1Gb/s in 100Mb/s increments.
 - 2.3.3. Between data rates of 1Gb/s and 10Gb/s in 1Gb/s increments.
 - 2.3.4. Transfer based usage with no data rate.
- 2.4. Depending upon the facility, a cross-connect (a data cable connection between Wildcard and the Customer) is sometimes required between Wildcard and the Customer's location within the facility. Wildcard shall not be liable for any costs for providing the cross-connect unless otherwise specified in the Order. Where the Customer wishes to provide the cross-connect, Wildcard will provide appropriate access for the Customer or authorised contractors to install the cross-connect in third-party facilities.
- 2.5. If the Service has been provided on the basis of a measurable committed bandwidth or data rate ("the CDR") the following shall apply:
 - 2.5.1. Wildcard will provide this rate across our network infrastructure with no contention, Wildcard can not be liable for contention when traffic leaves Wildcard network infrastructure however will use reasonable endeavours to resolve any such issues.
 - 2.5.2. If the Service allows the Customer to burst over the CDR, Wildcard shall use reasonable endeavours to provide the burst rate across our network infrastructure.
 - 2.5.3. Where the Customer bursts over the CDR, if the 95th percentile of the traffic usage over a calendar month using 5 minute traffic samples is in excess of the CDR a charge may be levied in arrears for the excess usage or overage as per our current list prices or at the rate specified in the Order.
 - 2.5.4. Where the CDR is fixed as specified in the Order the Customer will be unable to exceed the CDR rate and no burst usage will apply.
- 2.6. Wildcard will provide access to 24/7 emergency support in relation to the Service to the Customer unless otherwise specified in the Order. An emergency telephone number or access PIN will be provided to allow direct access to our emergency support service. Emergency support should only be used for critical issues affecting the Service. Wildcard reserve the right to charge for support outside of our reasonable control, non-critical issues or issues resulting from actions of the Customer.

3. SERVICE LEVEL AGREEMENT

- 3.1. This section sets out the service levels associated with the Service to be provided by Wildcard to the Customer and the compensation for failure to meet these service levels ("the SLA").
- 3.2. The SLA defines targets for availability of network connectivity to be provided by Wildcard to the Customer. In addition the SLA defines the methods for reporting actual performance against these targets.
- 3.3. Wildcard shall not be liable to pay compensation under the SLA where its failure to meet any of its obligations under this SLA is caused by a Force Majeure Event, by failure of the Customers equipment, or by any act or omission of the Customer, or any third party acting on behalf of the Customer
- 3.4. The maximum monthly credit available under this SLA is limited to an amount equal to the equivalent monthly charge for the Service.
- 3.5. Credits or other compensation under this SLA shall only be payable where (a) the Customer has submitted to Wildcard, a claim in writing identifying the events relating to the SLA to support@wildcard.net.uk, where the Customer believes compensation is due, and (b) where Wildcard has agreed in writing, responding without undue delay, to that claim.
- 3.6. The target for network connectivity availability is 99.99%, the network connectivity provided by the Service shall be defined as available when the Customer is able to send and receive traffic to the edge of the Wildcard network infrastructure with packet loss of less than 0.1% (one packet within one thousand).
- 3.7. Wildcard shall not be obliged to pay compensation in accordance with this section where Availability falls below 99.99% due to Planned Maintenance as defined in clause 4 of this annex, or in the event that the availability is impacted by congestion caused by traffic flowing to or from the Customer.
- 3.8. Service availability is calculated in accordance with the following formula:

$$\text{Availability} = 100 - \left(\frac{\text{Duration of downtime (mins)}}{\text{Total minutes in month}} \right) \times 100$$

- 3.9. Compensation will be provided as credits to the Customer's account. The amount of compensation provided is derived from the following table:

Availability	Service Level Credit
< 99.99%	2 Hours
< 99.90%	6 Hours
< 99.75%	12 Hours

< 99.5%	1 Day
< 98%	7 Days
< 97%	Full Month

3.10. Notwithstanding the above Wildcard makes no warranty or representation as to continuity of supply and in particular accepts no liability for damage or loss howsoever caused by disruption in the electrical power supply.

4. SERVICE FAULT REPORTING AND NETWORK MAINTENANCE

- 4.1. The Customer shall report all faults relating to the Service to Wildcard on the standard support numbers provided with the Service. Wildcard shall notify the Customer when any faults are resolved and the Service is operating correctly.
- 4.2. As with any network, from time to time maintenance will be required. Wildcard shall endeavour to keep disruption of the Service to a minimum.
 - 4.2.1. In the event of scheduled maintenance where Wildcard are aware that the maintenance work will affect the Service, Wildcard shall inform the Customer providing at least 7 days notice.
 - 4.2.2. In the event of unscheduled or emergency maintenance Wildcard shall endeavour to contact the Customer, but due to the nature of this work this may not always be possible. In these events Wildcard shall make adequate provisions to provide up to date information about the maintenance work to the Customer by means of the emergency contact numbers provided with the Service.

5. SERVICE SPECIFIC DEFINITIONS

Minimum Contract Notice	One Calendar Month	This is the period of notice required to cancel the contract providing the Service.
Minimum Contract Term	One Year or specified in the Order	Unless otherwise specified in the order paperwork the service will have a minimum term of 1 year.