

ANNEX 3C - NATIONAL ETHERNET - SPECIFIC TERMS AND CONDITIONS

1. OVERVIEW

- 1.1. The annex applies to National Ethernet services provided by Wildcard. National Ethernet provides data connectivity between sites using traditional Ethernet technologies at bandwidths from 10Mb/s up to 1Gb/s. National Ethernet services are provided with symmetrical bandwidth where the download speed is the same as the upload speed available, or asymmetric bandwidth in regards to Ethernet over FTTC (EoFTTC) services.
- 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. Dependant on the access bandwidth required the Service will be delivered over Wildcard's own connections or utilising a third-party tail (a connection from the Customer's required installation location to our network using another providers network infrastructure). Typically this is utilising fibre-optic technology or carrier-grade wireless technology, however Wildcard may choose to deliver the Service over technologies providing they meet the requirements for service availability. This is defined as the Access Circuit or Access Circuits where multiple installation locations apply.
- 2.2. The Service will be delivered between specific installation locations ("the Install Sites" or "the Install Site") as defined in the Order. Typically this will involve two or more sites - the A-End and B-End(s). These sites can be third-party locations or network interconnect locations to allow for presentation of multiple services to the Customer.
- 2.3. As standard the service will be terminated to a Network Termination Unit ("NTU"). The NTU at the Install Site shall provide a demarcation point between Wildcard and the customers network. The NTU will remain the property of Wildcard or our subcontractors.
- 2.4. The Service can be configured in differently depending on the Customer's requirements, and uses Ethernet technology. VLAN traffic can be passed across the Service, or the Service can be configured a a hub-and-spoke topology with each B-End site being presented on different VLANs at the A-End. The configuration of the Service is specified in the Order. The required physical connection type from the NTU to the Customer's equipment will be specified in the Order.
- 2.5. The Service is available in various capacities as detailed below:
 - 2.5.1. Between data rates of 10Mb/s and 100Mb/s in 10Mb/s increments.
 - 2.5.2. Between data rates of 100Mb/s and 1Gb/s in 100Mb/s increments.
 - 2.5.3. Between data rates of 1Gb/s and 10Gb/s in 1Gb/s increments.
 - 2.5.4. For Ethernet over FTTC (EoFTTC) - The best speeds available based on line distance and quality, guaranteed minimise speeds to be provided upon order for acceptance by the Customer.
- 2.6. Following acceptance of the Order, Wildcard will endeavour to provide an expected date for the service to go-live ("Target Date") as soon as possible. The Target Date will depend on the technology used and any specific third-party provider, the typical lead time from acceptance of the Order to the Target Date may be specified in the Order.
- 2.7. Following acceptance of the Order, a site-survey will usually be performed to establish the best method of delivery for the Service. In the event that extra works are required above those expected for a typical installation, Wildcard reserve the right to issue a Variation to the Order to cover these costs. The Customer may then accept these costs or cancel the Contract with no obligation, clause 8.4 of the General Terms and Conditions shall not apply to such a cancellation.
- 2.8. The Customer will allow access to the Install Site to Wildcard representatives (including subcontractors) to allow for installation, survey and occasional maintenance associated with the Service. Wildcard will provide reasonable notice if possible. The Customer must ensure access is available to a standard 230V power supply on the Install Site (power usage of the equipment is minimal).
- 2.9. Where works are required to the land and/or premise at the Installr Site, Wildcard may require Wayleave consent to allow the installation of plant/ducts/cabling. Such Wayleave consent not to be unreasonably withheld.
- 2.10. 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.

NETWORK AVAILABILITY

- 3.6. The target for network connectivity availability is 99.95%, the network connectivity provided by the Service shall be defined as available when the Customer is able to send and receive traffic between Install Sites with packet loss of less than 0.1% (one packet within one thousand) and one-way latency of less than 15ms .
- 3.7. Wildcard shall not be obliged to pay compensation in accordance with this section where Availability falls below 99.95% 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:

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

- 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
< 99.95%	3 Hours
< 99.90%	6 Hours
< 99.75%	12 Hours
< 99.5%	1 Day
< 98%	7 Days
< 97%	Full Month

TARGET REPAIR TIME

3.10. The Target Repair Time is specified in clause 5 of this annex. Where the Service experiences a critical fault which has not been resolved with the Target Repair Time after being reported by the Customer using the procedures set out in section 4 of this annex, compensation will be provided as credits to the Customer's account. Delays due to inability to access the Install Site or caused by the Customer shall not be included in the Hours over Target Repair Time. The amount of compensation provided is derived from the following table:

Hours over Target Repair Time	Service Level Credit (percentage of monthly charge for the Service)
Up to 2 Hours	6%
Up to 4 Hours	12%
Up to 6 Hours	24%
More than 6 Hours	30%

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	90 Days	This is the period of notice required to cancel the contract providing the Service.
Minimum Contract Term	1 Year or specified in the Order	Unless otherwise specified in the order paperwork the service will have a minimum term of 1 year.
Target Repair Time	4 Hours	This is the target time from the Customer reporting a fault to the repair. If the repair time exceeds this, SLA credits may apply.