

## V1 SERVICE SCHEDULE - INTERNET

Unless they are inconsistent with the context, the defined terms in this Service Schedule shall have the same meaning as specified in the Standard Terms of Service and any V1 Additional Terms. Please also read TechQuarters' [standard terms of service](#) (the "Standard Terms of Service") and V1 Additional Terms ([link](#)) which are hereby incorporated by reference (a copy of which is available on request or as published on our website at [www.techquarters.com/terms](http://www.techquarters.com/terms)).

This V1 Service Schedule - Internet, which contains a description of the Internet Services, and associated Service Levels and applies to the V1 Services (Internet) specified on the applicable Quote or Order Form, forms part of the Agreement entered into between you and TechQuarters.

### 1. Provision of V1 Services

1.1 TechQuarters is authorised by Virtual1 Limited, a UK registered company under number 06177891 and whose registered office address is 6<sup>th</sup> Floor, Alphabeta, 14-18 Finsbury Square, London EC2A 1BR ("V1") to provide you with or to procure for you the following internet services:

1.1.1 internet connectivity circuits with speeds from 2Mb/s up to 10Gb/s, and access available via ADSL, SDSL, SDH, EtherExpress (Ethernet in the First Mile (EFM)), FibreExpress (Fibre-to-the-cabinet (FTTC)), and Ethernet Everywhere (Ethernet over Fibre)

1.1.2 Internet breakout for any managed or unmanaged MPLS solution either as another VLAN on any of your existing Ethernet circuits or you can break out directly from the core and utilise the Virtual1 shared firewall service (**NOTE:** the firewall service is subject to separate terms set out in the V1 Service Schedule – V1 Firewall).

1.2 To support the V1 internet services referred to above, TechQuarters can procure for you that V1 supplies and installs any of eight network options, as follows:

1.2.1 **Option 1: an Asymmetric Digital Subscriber Line (ADSL)** at your site. ADSL is a data communications technology that enables faster data transmission over 'contended' copper telephone lines than can be provided by a conventional voice-band modem. It does this by utilising frequencies that are not used by a voice telephone call. By using a splitter or micro filters this allows a single telephone connection to be used for both ADSL service and voice calls at the same time. As phone lines are so varied in quality and were not originally provisioned with ADSL in mind, it can generally only be used over short distances, typically less than 5km. On an Asymmetric DSL the upstream (outgoing from you) data transfer rate is lower than the downstream (incoming to you) data transfer rate.

1.2.2 **Option 2: a Synchronous Digital Subscriber Line (SDSL)** at your site. V1's Synchronous Digital Subscriber Line (SDSL) is a 2 Mb/s Digital Subscriber Line (DSL) variant. It runs over one pair of copper wires, with a maximum range of about 3 kilometres. The main difference between ADSL and SDSL is that SDSL has the same upstream data transfer rate as downstream (symmetrical). However, unlike ADSL, it cannot co-exist with a conventional voice-band service on the same pair as it requires the entire bandwidth to operate.

1.2.3 **Option3: Synchronous Digital Hierarchy (SDH) 2Mb/s Leased Lines** are one of the network access options that TechQuarters can procure for you from V1 which provides flexible bandwidth options for 2Mb/s (E1), 34Mb/s (E3), 45Mb/s (DS3), 155Mb/s (STM-1) and 622 Mb/s (STM-4).

1.2.4 **Option 4: an EtherExpress** circuit at your site. This is a copper access service delivered over Ethernet in the First Mile (EFM) technology. EtherExpress is usually provided at speeds up to 45Mb in London and 20Mb nationwide.

1.2.5 **Option 5: an Ethernet Everywhere** circuit at your site. This is a dedicated service delivering fibre access at high speeds. Its high scalability allows bandwidth to be increased in increments from 10Mb, with 10Mb increments for 100Mb circuits and 100Mb increments for 1Gb circuits.

1.2.6 **Option 6: a VLAN over an existing MPLS service.** This is a logical connection sharing the same physical Ethernet circuit as other private WAN services delivered to your site. Wires-only sites will need a CPE router capable of handling 802.1q VLANs and VRF routing tables. This service is only available on Ethernet circuits. (**NOTE:** The terms relating to the MPLS and VPLS services are covered in separate V1 Service Schedules to which the services are subject.)

1.2.7 **Option 7: an Ethernet port** delivered to a V1 Co-Location rack. This works in the same way as an Ethernet Everywhere Internet service but the access circuit between the V1 PoP and the rack location will be a suitable copper or fibre cross-connect rather than a carrier access circuit. (**NOTE:** The terms relating to the V1 Co-Location service are covered in a separate V1 Service Schedule to which the services are subject.)

1.2.8 **Option 8: a FibreExpress** circuit at your site. This is a copper access service delivered over Fibre to the cabinet (FTTC) technology.

- 1.3 On the same Ethernet circuit as the internet service TechQuarters can provide or procure a VLAN with access to SIP Exchange, a ring-fenced part of the V1 network exclusively for the use of SIP providers and their customers. In this way, you get access to multiple SIP providers without the need for dedicated connectivity or having to traverse the public Internet. It is however still necessary for a security device or policy to be applied at your site.
- 1.4 The relevant Option(s) chosen by you and the internet services selected will be as stated in the applicable TechQuarters Order Form or Quote.
- 1.5 You must and hereby agree that you shall allow or procure that TechQuarters or its suppliers and its or their representatives may enter your premises if and when considered necessary by TechQuarters for the purposes of repossessing any equipment provided to you as part of the V1 Internet Services at any time.

## **2. Restrictions and Limitation of Liability**

- 2.1 All offers and quotations provided for the provision of the V1 Internet Services are made subject to survey. TechQuarters or its suppliers will carry out surveys and network capacity checks/availability in order to validate its estimated charges and delivery timescale. TechQuarters reserves the right to modify or withdraw any quotations and/or delivery timescales previously provided, following completion of such surveys and checks.
- 2.2 No back-up services are provided as part of the standard V1 Internet Service. However, back up options can be supplied for an additional charge.
- 2.3 The V1 Internet Services shall not be provided in respect of serviced offices or multi-tenanted sites unless otherwise agreed by TechQuarters at its sole discretion.
- 2.4 Without affecting the limitations and exclusions on liability set out in the Agreement, TechQuarters shall not be liable for any matters arising from the loss or unavailability of any Incompatible Services through the provision of the V1 Internet Services, or any other loss or damage arising as a result of the use of or connection to any Incompatible Service. For the purposes of this Schedule, "Incompatible Services" means any service on a connection from you to the V1 network which is incompatible with the provision of the DSL Service.
- 2.5 Without affecting any of the other terms of this Agreement, TechQuarters shall not be liable to you for any fraudulent or illegal use or any other misuse of the V1 Internet Services (excluding TechQuarters' own use or misuse).
- 2.6 In the event that you terminate any access line over which the V1 Internet Service is provided or you enable Incompatible Services which prejudice the ability to provide any of the V1 Internet Services, TechQuarters shall have the right, at its sole discretion, to suspend or terminate the relevant V1 Internet Service and will have no liability for any such suspension, termination or for unavailability of that or any other V1 Internet Services arising as a result. You will be responsible for any additional costs and the time taken for the re-provisioning of any access line over which V1 Internet Services are provided and for all costs and expenses incurred by TechQuarters and its suppliers in the reprovisioning/reconnection of any WAN Services should TechQuarters agree (in its sole discretion) to reprovision or reconnect such Services.
- 2.7 You understand and agree that TechQuarters does not supply or support domain names and mail services.
- 2.8 You must notify TechQuarters immediately of any contact details or address changes.
- 2.9 TechQuarters does not guarantee or take any responsibility for you being able to continue using any of the associated IP addresses or any features of a connection following termination of the V1 Internet Services and/or this Schedule and/or any relevant Agreement.

## **3. Charges**

- 3.1 Standard Charges - you will pay the following standard charges in relation to V1 Internet Services, as specified on the relevant Quote or Order Form:
  - An Installation Charge, where applicable.
  - A Recurring Monthly Charge. This differs according to variant.
  - Variable Charges that may apply from time to time (e.g. for service upgrades).
  - the standard charges in effect from time to time for access circuit rental, and which include the service levels set out in this Schedule. Higher quality service levels may be available on request, subject to

agreement between you and TechQuarters of the relevant additional charges and terms relating to the same.

- 3.2 The charges and payment terms relating to the V1 Internet Services are as set out in the relevant Quote or Order Form, this Schedule and the other terms of the Agreement. The charges may vary in accordance with this Agreement or otherwise by agreement of the Parties.
- 3.3 Internet Service Cancellation Charges - Where you cancel an order before the date the relevant V1 Internet Service has been installed and delivered to you, the following terms will apply:
- (a) Where you cancel an order which includes the use or provision by TechQuarters (or its suppliers) of a BT product or service on or after 3 Working Days from the date of completion of the relevant order (as determined by TechQuarters acting reasonably), you shall pay 100% of the installation, connection and ongoing fees for the applicable Service(s) as if such Service(s) had been purchased for the minimum term available, which shall be 12 months unless otherwise specified in the relevant Quote or Order Form.
  - (b) Where you wish to cancel any other order after the date of completion as referred to above, any such cancellation shall be subject to TechQuarters' prior written consent, and shall be subject to the payment by you of the applicable cancellation charges communicated by TechQuarters to you following receipt of the cancellation request, as provided for in the Virtual 1 Additional Terms (*[insert link]*).
- 3.4 TechQuarters shall have the right to apply ancillary and additional charges to cover time spent repairing faults where this work is not covered under the terms of the relevant Agreement and for providing or re-arranging services or equipment. These charges (which, for the avoidance of doubt are non-recurring charges and are also known as timescale charges) apply where requests for work to be carried out on site have been fulfilled. These could involve the provision or rearrangement of equipment, wiring, network or services (including, without limitation, work on PSTN and private networks). Timescale charges will not apply if you cancel the appointment, in accordance with TechQuarters' or its suppliers' cancellation processes in effect from time to time, before an engineer has been assigned to perform the work. Additional charges may be applicable on the day that the works are carried out and these are also your responsibility.
- 3.5 Recurring monthly charges will be invoiced quarterly in advance. Where an Order Form or Quote is provisioned part way through a month, the first invoice will be raised five (5) days after the date of installation and delivery and invoiced pro- rata to the end of the quarter. Non-recurring charges will be invoiced on ordering.
- 3.6 If you request TechQuarters to dispatch an engineer (either an employee or contractor of TechQuarters or a supplier) to your premises to investigate a possible fault TechQuarters reserves the right to charge you for any time spent by the engineer in investigating and attempting to remedy the fault should the fault be found to be with your equipment or facilities, or caused by an act or omission of yours or any third party other than TechQuarters or its contractors.

#### **4. Service Levels**

- 4.1 This clause 4 contains the details of the Service Levels covering all aspects of the V1 Internet Service unless otherwise specified by TechQuarters in writing for specific network and service elements.
- 4.2 TechQuarters does not guarantee local loop quality and therefore cannot guarantee that all lines can support the stated V1 Internet Service.
- 4.3 TechQuarters will provide or procure an internet provisioning target timescale ("Target Timescale") for each bespoke Internet solution provided for you. TechQuarters shall use reasonable endeavours to meet the Target Timescales, but they are estimates only, and TechQuarters shall have no liability for failure to meet the Target Timescales.
- 4.4 Core Network and Services Availability Levels - TechQuarters will aim to provide a monthly average overall core network and services availability of not less than 100% under normal circumstances, for the Internet network elements between applicable routers connected to the relevant network. Such target availability of 100% is for information only and shall not in any manner represent a commitment by TechQuarters to

meet such availability target, and TechQuarters shall have no liability for failure to do so. TechQuarters shall use reasonable endeavours to (i) provide you with not less than 12 hours' notice of any scheduled maintenance and (ii) keep unscheduled maintenance to a minimum (being not more than 3 hours per calendar month).

- 4.5 Internet Service Availability Target per Site - The Service Availability (defined below) target per Site depends on the level of resilience deployed, as set out in the table below.

**Table: Availability Service Levels and Service Credit Triggers**

Network Access Method	Monthly Availability Service Level	Service levels triggering service credit payments		
		1 <sup>st</sup> Trigger	2 <sup>nd</sup> Trigger	3 <sup>rd</sup> Trigger
SDH/Ethernet/EFM/FTTC, without backup	99.9%	<99.9%	<98.6%	<94.5%
SDH/Ethernet/EFM/FTTC with Broadband DSL backup	99.95%	<99.95%	<98.65%	<94.55%
SDH/Ethernet with EFM/FTTC backup	99.99%	<99.99%	<98.69%	<94.59%
Ethernet Secure – dual diverse tail providers i.e. BT and Virgin	100.00%	<100%	<98.7%	<94.6%

## Internet Availability Levels – Service Level Calculation

Where availability calculated as a percentage is categorised according to the table above as:	The service credit as a percentage* of the monthly charges for the affected Service will be:
1 <sup>st</sup> Trigger	10%
2 <sup>nd</sup> Trigger	20%
3 <sup>rd</sup> Trigger	30%

Availability shall be measured and calculated using TechQuarters’ or its suppliers’ standard processes, tools and methodologies in effect from time to time (as determined by TechQuarters).

**Downtime** or unavailability relating to or caused by the following will not be treated as a period of unavailability in any Internet Availability calculation, and the V1 Internet Service shall be deemed to be available during any periods of downtime or unavailability caused by any of the following:

- (i) Faults and/or incidents that are caused by any matter beyond TechQuarters’ reasonable control.
- (ii) Scheduled or emergency maintenance.
- (iii) Any service affecting fault that is not classified by TechQuarters or V1 as a loss of service.
- (iv) Unavailability that is due to or caused by the public internet.
- (v) Failure because you require an ancillary product.
- (vi) Works carried out by anyone other than TechQuarters or its authorized representatives.
- (vii) Where the service is DSL, the failure resides on the PSTN line owned or provided by anyone other than TechQuarters or its suppliers.
- (viii) Failure by you to provide prompt assistance and information, as requested by TechQuarters and/or its relevant suppliers.
- (ix) Any network incident that is raised by you that is subject to inaccurate or incomplete information.
- (x) Failure by you to respond to an enquiry from TechQuarters or any 3rd party acting on its behalf which delays, hinders or prevents TechQuarters from performing its obligations.
- (xi) Where the service is FTTC, you connect any telephony equipment to the PSTN line.
- (xii) Incidents, delays and failures by TechQuarters and/or its suppliers to meet any Service Levels which are caused by denial of service attacks.

4.6 You must report any incident or issue to TechQuarters immediately on becoming aware of it or the likelihood of it arising, to the email or telephone number provided by TechQuarters for such purpose. You must include, without limitation, a complete description of the incident or issue. The “Start Time” referred to below will not begin until you have properly reported in accordance with this clause.

4.7 All incidents will be acknowledged within 4 working hours provided that the incident is reported during working hours (being 9am to 5pm, Monday to Friday excluding public holidays). TechQuarters will use reasonable endeavours to resolve incidents within 8 hours (excluding Excluded Hours, as defined below) of a report being received in accordance with clause 4.6 above.

4.8 For the purposes of this Schedule, “Excluded Hours” means time which is not counted towards the resolution target referred to in clause 4.7 above and during which TechQuarters and/or its suppliers are unable to progress resolution of any incident due to any matter beyond its and/or their control, including without limitation where:

- 4.8.1 TechQuarters and/or its suppliers has/have requested information missing from your report or where the information provided is inaccurate or incomplete.
  - 4.8.2 TechQuarters and/or its suppliers is/are awaiting power up/down of your equipment.
  - 4.8.3 TechQuarters and/or its suppliers is/are awaiting you to provide availability for a visit appointment, in which case the time between notifying of availability and the appointment occurring will also be disregarded and count as Excluded Hours.
  - 4.8.4 You are unavailable to respond to TechQuarters and/or its suppliers.
  - 4.8.5 Access is unavailable at your site at an agreed time for a visit.
  - 4.8.6 Any period that is outside the 9am to 5pm, Monday to Friday excluding public holidays.
- 4.9 TechQuarters reserves the right to extend the target resolution timescale referred to above where, acting reasonably, it determines that this is appropriate, due to the complexity of the Incident or failure, where TechQuarters is dependent on a third party for resolution of the Incident or failure, or for other reasons beyond TechQuarters' reasonable control. In such circumstances, (i) no service credits shall be payable by TechQuarters for failure to meet the target timescale referred to above, and (ii) TechQuarters shall use reasonable endeavours to eliminate or reduce the impact of the Incident or failure by provision of a workaround, with permanent correction to follow.
- 4.10 This Service Level does not cover Incidents or faults which have been associated with physical cable breaks or vandalism within the copper local loop network. Estimated restoration of service in such circumstances will be communicated to you and approximate restoration of service will be 5-10 working days (being Monday to Friday excluding public holidays).
- 4.11 TechQuarters shall use reasonable endeavours to provide you with regular progress updates for all Incidents reported by you. An incident or issue will be deemed resolved when the V1 Internet Service in question is no longer materially adversely affected by it, as determined by TechQuarters acting reasonably.
- 4.12 If any incident or issue arising has no material adverse impact on the V1 Internet Services, no service credits will be payable. Subject to the other terms of this Schedule and the Agreement, In the event that TechQuarters fails to resolve an Incident or failure within the applicable target timescale referred to above then service credits will be payable in accordance with the following:
- 4.12.1 For any failure to meet the service availability target, you may claim the credit set out in clause 4.5 above.
  - 4.12.2 For any failure to meet the target resolution timescale for any incident, where such incident prevents use of the V1 Internet Service as a whole or substantially all of such V1 Internet Service from being used by you, you may claim the following credit:

Hours in excess of the applicable Target Resolution Time.	Reduction in Recurring Monthly Charges per Site affected for the calendar month in which the Incident occurred.
Between 1 hour and 3 hours	5%
Between 3 hours and 5 hours	7%
Between 5 hours and 10 hours	10%
Over 10 hours	For every additional 10 hours, 10% up to the maximum of 30% of 1 month's recurring of 1 month's Recurring Monthly Charges per Site affected.

- 4.13 To claim a service credit under this Service Schedule, you must be submit the following to TechQuarters within 14 days from the date upon which the relevant Incident first occurred:

- 4.13.1 The relevant Incident case reference given to you;
- 4.13.2 The date and time of the first contact with TechQuarters;
- 4.13.3 Sufficient evidence and information to describe and demonstrate to TechQuarters' satisfaction (acting reasonably) that an Incident has occurred and that such Incident was not caused by you or any of the causes referred to above in this Schedule for which TechQuarters has no liability or responsibility;
- 4.13.4 A formal request for the applicable service credit;
- 4.13.5 Where TechQuarters did not provide the relevant connecting equipment, you must provide, at the time of reporting the Incident (i) a copy of the attached device running configuration; (ii) a copy of the attached device SHOW VERSION (or non-Cisco equivalent) output; (iii) a copy of the attached device SHOW INTERFACE (or non-Cisco equivalent) output for the interface facing the V1 network during the outage; and (iv) such logs, traceroute or related output as are required by TechQuarters and/or its suppliers to demonstrate the Incident as experienced.

If you fail to submit the above information and request to TechQuarters within such 14 day period, you shall be deemed to have irrevocably waived your right to any service credit that would otherwise have been payable in respect of that Incident.

#### **4.14 Aggregate Service Credit Cap**

Notwithstanding any other term of this Schedule or the Agreement, in no event shall the service credits payable by TechQuarters in respect of a V1 Internet Service in any month exceed 30% of the recurring monthly charges (as set out in the relevant Quote or Order Form) payable by you in respect of that Service in that month.