

SPECIFIC CONDITIONS J1A – HSCN CONNECTIVITY SERVICES

These Specific Conditions govern the HSCN Connectivity Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the "Conditions"), which shall be deemed to be incorporated into the Contract for the performance of any HSCN Connectivity Services performed under these Specific Conditions.

The HSCN Connectivity Services set out under the headings "Broadband Services", "Managed Internet Access", "Leased Line Services", "Point to Point Leased Line Services", "MPLS Services", "SD-WAN" and/or "Third Party Break-Fix Management" shall only benefit the Customer if such Services are referred to as being part of this Contract in the Order Form.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only.

"ADSL"	means an asymmetric digital subscriber line, which is a type of circuit connection that allows for higher Downstream Bandwidth and lower Upstream Bandwidth;
"AF Class"	means assured forwarding, for delay-sensitive data traffic;
"Allowable Parked Time"	means where an Incident is 'parked' (on hold) while the Company, the Carrier and/or the Service Provider is seeking further information and/or access from the Customer in order to resume investigation and/or resolution of the Incident once the information or access is received;
"Available"	means as defined and calculated in accordance with paragraph 23;
"Bandwidth"	means an amount of data traffic measured in b/s (bits per second) across the inter-connect;
"BE Class"	means best-effort, for traffic that is not AF Class or EF Class;
"Broadband Acceptable Use Policy"	means the Company's policy for the acceptable use of its Broadband Services and/or the internet, the current version of which is available at www.daisyuk.tech (or at such other website address as is notified to the Customer by the Company from time to time);
"Broadband Services"	means the provision of a connection to the internet for the Customer supplied through the Company HSCN Network utilising xDSL, FTTC, SOGEA, FTTP and/or G.fast technologies in accordance with paragraph 7.1;
"Change"	has the meaning given to it in Specific Conditions X3A – HSCN Standard Operational Services;
"Change Management"	has the meaning given to it in Specific Conditions X3A – HSCN Standard Operational Services;
"Cloud Connectivity Services"	means, if specified in the Order Form, the connection for the Customer to the Customer's cloud service provider as detailed in paragraph 12;
"Company HSCN Network"	means the backbone HSCN connectivity infrastructure owned, managed and maintained by the Company that interconnects with other Service Provider and Carrier infrastructures to provide the HSCN Connectivity Services;
"Connection Date"	means the date when the Service Provider, having received the relevant information from the Company, is in a position to and has agreed to commence provision of the HSCN Connectivity Services to the Customer, as notified to the Customer;
"CPE"	means customer premises equipment, being the edge router or device that sits immediately behind the Network Termination Equipment;
"Customer Provided Apparatus"	means any apparatus at the Customer Premises (not being Services Equipment) provided and used by the Customer and/or an End User in order to use the HSCN Connectivity Services;
"DDoS Attack"	means a denial of service attack, which is an attack on a computer system or network that causes a loss of service to users, typically the loss of network connectivity and services consuming the Bandwidth of the HSCN Connectivity Services or otherwise overloading the resources of the HSCN Connectivity Services;
"DDP Services"	means the Services provided in accordance with paragraph 13;
"Demarcation Point"	means where the HSCN Connectivity Services terminate at the Customer Premises, as defined in paragraph 10.3.3, 10.4.2 or 10.7 as applicable;
"Downstream"	means the transmission of data from the Company HSCN Network to the Customer;
"EF Class"	means expedited forwarding, for IP Voice applications;
"Ethernet"	means a connection with protocols to control the passing of information and to avoid simultaneous transmission by two or more systems, including but not limited to GEA, EoFTTC, EoFTTP and EFM;
"EFM"	means an Ethernet circuit connection within the "first mile" from the Customer's Premises to the Network, although from the Carrier's point of view it is known as the "last mile";
"EoFTTC"	means an Ethernet connection over FTTC;
"EoFTTP"	means an Ethernet connection over FTTP;
"Event"	has the meaning given to it in Specific Conditions X3A – HSCN Standard Operational Services;
"Event Management"	has the meaning given to it in Specific Conditions X3A – HSCN Standard Operational Services;
"Fibre Ethernet"	means a dedicated, private, fixed capacity Ethernet circuit connection;
"FTTC"	means fibre infrastructure to the nearest cabinet to the Customer Premises;
"FTTP"	means fibre infrastructure to the Customer Premises;
"GEA"	means generic Ethernet access, which is an entry-level form of Ethernet connectivity that harnesses copper technology between the Customer Premises and the cabinet and then fibre to the exchange, before handing data over to the Ethernet network;
"G.fast"	means 330Mbps capable hybrid fibre "ultrafast broadband" ISP technology, which is a form of FTTC;
"HSCN"	means the Health and Social Care Network, being the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate;
"HSCN Connectivity Services"	means those Services as specified in the Order Form that are provided by the Company in order to provide access to and routing over the HSCN, being all or any of the Broadband Services, Point to Point Leased Line Services, MPLS Services and/or SD-WAN Services;
"HSCN Peering Exchange"	means the peering exchange provided by a third party Redcentric Solutions Limited that connects all HSCN connectivity supplier networks together to enable HSCN organisations to share and access services regardless of which HSCN connectivity supplier they use;
"Incident"	has the meaning given to it in Specific Conditions X3A – HSCN Standard Operational Services;
"Internet Access"	means Broadband Services and/or Managed Internet Access;

"IP"	means internet protocol, which is the method or protocol by which data is sent from one computer to another on the internet;
"IP Address"	means internet protocol address, which is the unique identifier for a computer or other device that distinguishes it from all other devices connected to the internet;
"Incident Management"	has the meaning given to it in Specific Conditions X3A – HSCN Standard Operational Services;
"Jitter"	means the variation or difference in the end-to-end delay between received packets of data in an IP packet stream, measured as the average difference in one way delay between successive test packets during a calendar month;
"Latency"	means the average one-way data packet transmission time measured in milliseconds between the Demarcation Point and the first PoP in the Company HSCN Network;
"Managed Internet Access"	means the Services provided in accordance with paragraph 7.2;
"Managed Equipment"	means any CPE or other equipment that is listed in the Order Form as Managed Equipment for the purposes of these Specific Conditions;
"Measurement Period"	means as defined in paragraph 23;
"MPLS"	means multi-protocol label switching, which is a mechanism for routing traffic within a WAN as data travels from one network node to the next;
"Network"	means any part of the end to end connectivity within the Carrier or Service Provider's network used to facilitate HSCN Connectivity Services that interconnects with the Company HSCN Network but is not owned or under the control of the Company;
"Network Termination Equipment"	means any network termination equipment (together with the software embodied within it) provided by or utilised by the Company and/or Service Provider at the end of the circuit connection to the Customer Premises to provide a data connection from the CPE to the Network;
"Packet Loss"	means the percentage of packets of data travelling across a network that fail to reach their destination, and is calculated as an average of all test packets sent and received in one month';
"Planned Outages"	means any HSCN Connectivity Services downtime: <ol style="list-style-type: none"> i. scheduled by the Company to carry out any preventative or other maintenance services as notified to the Customer; or ii. caused by any upgrade services in relation to the HSCN Connectivity Services or the Company's systems, which the Customer has or has not requested, as notified to the Customer; or iii. caused by any Service Requests or Changes approved by the Customer including without limitation, redesign or reconfiguration of the HSCN Connectivity Services;
"Point to Point Leased Line Service"	means a Fibre Ethernet leased line provided by the Company in accordance with paragraph 9;
"PoP"	means point-of-presence, which is an access point from one place within the Company HSCN Network, the Network or the internet to another;
"Priority Levels"	has the meaning given to it in Specific Conditions X3A – HSCN Standard Operational Services;
"Problem Management"	has the meaning given to it in Specific Conditions X3A – HSCN Standard Operational Services;
"PSTN"	means a public switched telephone network, which uses circuit-switched copper phone lines to transmit analogue voice data;
"QoS Service Class"	means quality of service, being a type of IP configuration used to define the service class type of the packets of data travelling across a network (as either voice, video, mission critical data or standard class data);
"SD-WAN"	means software-defined networking in a WAN, which is a network architecture approach that enables a WAN to be intelligently and centrally controlled or programmed using software applications and which therefore simplifies the management and operation of a WAN by decoupling the networking hardware from its control mechanism;
"Service Availability"	means the calculation of time that the HSCN Connectivity Services are Available in accordance with paragraph 21;
"Service Desk"	has the meaning given to it in Specific Conditions X3A – HSCN Standard Operational Services;
"Service Request"	has the meaning given to it in Specific Conditions X3A – HSCN Standard Operational Services;
"Service Provider"	means any third party telecommunications service provider from whom the Company procures services in order to provide the HSCN Connectivity Services under this Contract;
"Services Equipment"	means any apparatus, equipment and cabling including but not limited to the Network Termination Equipment provided by the Company (and/or the relevant Carrier and/or Service Provider) at a Customer Premises as an essential part of providing the HSCN Connectivity Services under the terms of this Contract, which shall remain the property of the Company and/or the relevant Carrier and/or Service Provider;
"Service Contention"	means where there is more than one customer sharing the same Bandwidth in the underlying Network;
"SOGEA"	means a single order GEA, delivered as a single service using copper technology between the Customer Premises and the cabinet and then fibre to the exchange, where the line is not shared with PSTN;
"Unavailable"	means the time that the HSCN Connectivity Services are not available as calculated in accordance with paragraph 23;
"Upstream"	means the transmission of data from the Customer to the Company HSCN Network;
"Uptime"	means the amount of time that the HSCN Connectivity Services at the Customer Premises is online, available and operational;
"Virus"	means any type of malware, virus, worm, Trojan horse, ransomware, spyware, adware, scareware or other computer program or software code that has been introduced into a computer, system or network that carries out a useless and/or destructive function such as displaying an irritating message or systematically over-writing the information stored (that is, "infect" them) and spreads by contact between an infected program and an uninfected program;
"WAN"	means a wide area network, which is a telecommunications network or computer network that extends over a large geographical distance;
"Wires Only"	means provision of the connectivity only within a WAN, with no managed element provided by the Company, as provided in accordance with paragraph 10.3; and
"xDSL"	means ADSL and/or DDSL.

1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the Conditions.

2 MINIMUM TERM

2.1 The Minimum Term for the HSCN Connectivity Services is as set out in the Order Form, or if no Minimum Term is specified, twelve (12) calendar months from and including the Connection Date.

3 PROVISION OF HSCN CONNECTIVITY SERVICES

3.1 The Company will use reasonable endeavours to provide the HSCN Connectivity Services from the Connection Date subject to these Specific Conditions. The HSCN Connectivity Services may not be fault free and use of the HSCN Connectivity Services may not be uninterrupted.

3.2 Subject to the continuing supply of the service by the relevant Carrier and/or Service Provider, in the event of a fault occurring in the HSCN Connectivity Services the Company will use reasonable endeavours to rectify the fault as soon as practicable. The Company shall have no liability to the Customer for any fault occurring or any interruption to the HSCN Connectivity Services whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise to the extent caused by any act or omission by the relevant Carrier and/or Service Provider or any known or unknown Viruses.

3.3 Each of the Company and the Customer acknowledges and agrees that the Customer's purchase and use of the HSCN Connectivity Services are subject to the supplemental terms set out in Annex A to these Specific Conditions (Annex A - HSCN MANDATORY SUPPLEMENTAL TERMS) and each of the Company and the Customer agrees to comply with and be bound by all such terms in respect of the HSCN Connectivity Services.

4 USE OF HSCN CONNECTIVITY SERVICES

4.1 The Customer is responsible for the safe custody and safe use by it of the HSCN Connectivity Services and without prejudice to the generality of the foregoing the Customer agrees and undertakes:

- 4.1.1 not to cause any Customer Provided Apparatus, other than those that meet the requirements of any Relevant Laws, to be connected to the HSCN Connectivity Services and the Company shall not be under any obligation to connect or keep connected any Customer Provided Apparatus if it does not so conform or if in the reasonable opinion of the Company it is liable to cause death, personal injury or damage or to impair the quality of the HSCN Connectivity Services;
- 4.1.2 to use the HSCN Connectivity Services in accordance with Relevant Laws and in a manner that does not cause the Company to breach any Relevant Laws;
- 4.1.3 not to use the Connectivity Service in a manner that constitutes a violation or infringement of the rights (including, without limitation, any Intellectual Property Rights) of any other person;
- 4.1.4 to implement adequate control and security over the use of the HSCN Connectivity Services provided to the Customer, including but not limited to the prevention of Viruses and/or any calls generated by rogue diallers or hackers; and
- 4.1.5 not to use the HSCN Connectivity Services to send or procure the sending of any bulk unsolicited advertising or promotional material or in a manner that is in any way fraudulent or in bad faith or that has any fraudulent or bad faith purpose or effect.

4.2 All Services Equipment installed or provided by or on behalf of the Company for the purposes of providing the HSCN Connectivity Services shall at all times remain the property of the Company and shall be returned to the Company immediately upon request following the termination of this Contract. The Customer shall be liable to the Company for all losses, costs and expenses incurred by the Company for the recovery, replacement or repair of such Services Equipment (save to the extent that the same is caused by the negligence of the Company).

4.3 The HSCN Connectivity Services are provided solely for the Customer's use and the Customer may not resell or attempt to resell the HSCN Connectivity Services (or any part of them) to any third party. In addition, if the Customer has a mail server, the Customer must not allow relay emails from outside its domain from the Customer's mail server.

4.4 Neither the Customer nor any other person may use the HSCN Connectivity Services in any way to send, receive or store any material that could constitute or encourage conduct that would be considered a criminal offence or that is either offensive, abusive, indecent, obscene, pornographic, fraudulent, libellous, defamatory, menacing, criminal or likely to cause annoyance or distress to any third party or likely to incite or promote illegal activities in any jurisdiction.

4.5 Both parties agree to fully co-operate with the Police and any other relevant authorities (including but not limited to HM Revenue and Customs, Trading Standards, the Information Commissioner and/or OFCOM and their successors from time to time) in connection with any misuse or suspected misuse of the HSCN Connectivity Services, and the Customer consents to the Company co-operating with any such authority and with any other telecommunications operators in connection with any misuse or suspected misuse or suspected fraudulent activity related to or connected with the HSCN Connectivity Services and agrees, without prejudice to the generality of the foregoing, that the Company will be entitled to divulge any information that the Company holds that may be relevant to any investigation, including the name, address and account information relating to the Customer to such third parties.

4.6 To prevent spam from entering and affecting the operation of the Company's systems and the HSCN Connectivity Services, the Company may, but is not obliged to, take any reasonable measures or actions necessary to block access to, or delivery of, any e-mail that appears to be of an unsolicited nature and/or part of a bulk e-mail transmission. The Company may also, but is not obliged to unless otherwise expressly provided under this Contract, use Virus screening technology that may result in the deletion or alteration of e-mails and or e-mail attachments. The Company shall have no liability whether in contract, tort (including without limitation negligence and breach of statutory duty) or otherwise if the Virus screening technology is not completely effective in any way, including (without limitation) against unsolicited emails or against any Viruses.

4.7 The Customer will comply with the Broadband Acceptable Use Policy to the extent relevant to its use of the HSCN Connectivity Services. The Company may change the Broadband Acceptable Use Policy at any time by publishing the changes on its website (www.daisyuk.tech) or at such other website address as is notified to the Customer by the Company from time to time) 30 (thirty) days before the change is to take effect.

4.8 In respect of FTTC and SOGEA, the Bandwidth stated is based on the "peak Upstream" rate declared by the Carrier as being available at time of order and may be subject to variation due to copper line quality or other factors outside of the direct control of the Company.

4.9 Unless otherwise agreed in writing by the Company the HSCN Connectivity Services must not be used to make or receive any type of telephone/fax calls at any time. The Customer acknowledges that the HSCN Connectivity Services are not designed to be a carrier interconnect service and the Customer agrees not to connect diallers of any description or any other telephony equipment to the HSCN Connectivity Services.

5 MIGRATION FROM THIRD PARTIES

5.1 Where the migration of lines and services from third party suppliers is selected by the Customer in the Order Form, then the provision of any and all relevant existing services supplied to the Customer by such third party supplier will be migrated to the Company and charged by the Company in accordance with the relevant Charges from the Commencement Date.

5.2 The Customer and not the Company shall be liable for any charges (including without limitation any early termination charges) made by third party suppliers for any migration or transfer of lines and services or otherwise, unless it is clearly identified and agreed in writing in the Order Form as the Company's responsibility.

5.3 If the Customer is migrating to the Broadband Services from a third party provider of an alternative broadband service, the Customer will need to obtain a Migration Authorisation Code ("MAC") from that service provider and provide it to the Company in sufficient time to process the Customer's migration. The Company will not be liable for any delay, costs, expenses, loss or damage arising through failure to connect the Customer to the Broadband Services as a result of the Customer's failure to provide the MAC as required by this paragraph.

6 FRAUD AND SECURITY

- 6.1 Save as provided in the remainder of this paragraph 6, the Company shall not be responsible for call charges or other charges resulting from fraudulent and/or unauthorised use of the HSCN Connectivity Services or any use of the HSCN Connectivity Services by any unauthorised third parties (who are not employees of the Company), and the Customer shall be responsible for all use of the HSCN Connectivity Services in association with the Customer's accounts whether or not authorised by the Customer. The Customer agrees to immediately notify the Company of any unauthorised use of the Customer's account of which the Customer becomes aware and the Customer agrees to pay all additional charges related to fraudulent and/or unauthorised usage.
- 6.2 The Customer shall ensure that user names and passwords used by it and/or its personnel and/or End Users in connection with the HSCN Connectivity Services are kept secure and confidential at all times and are only used by authorised users. The Customer shall inform the Company immediately if the Customer knows or suspects that a user name or password has been disclosed to an unauthorised user, or is being used in an unauthorised way, or if there is any illegal, fraudulent or unauthorised use of the HSCN Connectivity Services or Supported Equipment.
- 6.3 The Company reserves the right (at the Company's sole discretion):
 - 6.3.1 to suspend access to the HSCN Connectivity Services for one or more End Users if at any time the Company thinks that there has been or is likely to be a breach of security (including a breach of the Customer's obligations under this paragraph 6); and
 - 6.3.2 to require the Customer to (in which case, the Customer shall) change any or all of the passwords that the Customer uses in connection with the HSCN Connectivity Services.
- 6.4 The Customer accepts and acknowledges that the HSCN Connectivity Services are not guaranteed to be secure and the Company does not guarantee the prevention or detection of any unauthorised attempts to access the HSCN Connectivity Services. The Customer shall remain responsible for the security and firewalls of the Customer's communications links, equipment, software, services and processes used in connection with the HSCN Connectivity Services unless expressly agreed otherwise in this Contract or in writing by the Company.
- 6.5 Any assistance given by the Company in relation to fraudulent and/or authorised use by the Customer or third parties (or the prevention of such use) of the HSCN Connectivity Services will be on an endeavours basis only and no liability can be accepted by the Company for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond the Company's reasonable control (save for any fraud and/or authorised use by an employee of the Company acting in that capacity).

7 INTERNET ACCESS

7.1 Broadband Services

- 7.1.1 The Broadband Services will be provided by the Company to those Customer Premises stated in the Order Form for Broadband Services. Except where otherwise expressly stated in the Order Form, the Broadband Services do not include the provision of any modems or other Services Equipment.
- 7.1.2 The Customer acknowledges that, in order to use the Broadband Services, the Customer needs an existing telephone line (if not expressly agreed to be provided by the Company under this Contract) and a personal computer of a minimum specification suitable for the Broadband Services. The Customer is responsible for ensuring that compatible cables and extension leads are used to and from its telephone sockets, modems and personal computers in order to use the Broadband Services.
- 7.1.3 In circumstances where the Customer receives only the Broadband Services from the Company, the Customer remains responsible for making payment to the Customer's fixed line telephony services provider for all rental charges relating to the Customer's relevant telephone line (together with any repair and maintenance charges) and all call charges from the Customer's fixed line telephony service provider.
- 7.1.4 For the avoidance of doubt, the actual bandwidth speed available is not guaranteed and will depend on a number of factors, including but not limited to the distance from the exchange; the quality and availability of a copper line, contention rates, extreme weather and any external electrical interference from outside sources.

Unmanaged Broadband Services

- 7.1.5 Unless identified in the Order Form that the Company will provide Managed Equipment, it will:
 - (a) provide delivery of the CPE to a location determined by the Customer;
 - (b) provide delivery of replacement CPE where the hardware is deemed faulty; and
 - (c) preconfigure the CPE with basic configuration to enable it to connect to the Broadband Services and include installation directions (where applicable).
- 7.1.6 Unless identified in the Order Form that the Company will provide Managed Equipment, there shall be no expectation on the Company to provide any software or configuration support at any time.

Managed Broadband Services

- 7.1.7 Where identified in the Order Form that the Company will provide Managed Equipment, it will:
 - (a) provide delivery of the CPE to a location determined by the Customer;
 - (b) the CPE will be preconfigured with basic configuration to enable it to connect to the Broadband Services and include installation directions (where applicable); and
 - (c) provide software and configuration support by telephone.
- 7.1.8 All CPE provided as part of the Broadband Services, whether as part of a managed or unmanaged Broadband Service is Services Equipment for the purposes of this Contract.

7.2 Managed Internet Access

- 7.2.1 The Managed Internet Access will be provided by the Company from the Company Network to those Customer Premises stated in the Order Form for Managed Internet Access. Except where otherwise expressly stated in the Order Form, the Managed Internet Services do not include the provision of any modems or other Services Equipment.
- 7.2.2 Where stated in the Order Form that the Company is providing Managed Internet Access, it will include:
 - (a) the access option(s) stated in the Order Form: GEA, EoFTTC, EoFTTP, EFM or Fibre Ethernet (leased line); and
 - (b) the corresponding Bandwidths.
- 7.2.3 The Managed Internet Access may share infrastructure with the Company Network and/or that of other Service Providers.
- 7.2.4 Where identified in the Order Form that the Company will provide Managed Internet Access, it will:
 - (a) provide delivery of the CPE to a location determined by the Customer;
 - (b) the CPE will be preconfigured with basic configuration to enable it to connect to the Managed Internet Access and include installation directions (where applicable); and
 - (c) provide software and configuration support by telephone.
- 7.2.5 The Managed Internet Access will also include a break-out for general access to the internet, unless otherwise agreed.
- 7.2.6 Any new circuit connection will be installed in accordance with the details set out in the Order Form and in accordance with Special Conditions X8 – Installation Services.

7.3 General

- 7.3.1 The Internet Access may be used by the Customer to link into third party websites, services, resources or networks worldwide. The Company does not accept responsibility for such third party content nor endorses such content. The Customer agrees to comply with the terms and conditions and acceptable use policies of such websites, services, resources and networks. When making use of the Internet Access, the Customer agrees that:
- (a) all visual, textual or other information, whether publicly posted or privately transmitted is the sole responsibility of the person from whom such information originated;
 - (b) it is entirely responsible for all information uploaded, downloaded, emailed or otherwise transmitted via the Internet Access;
 - (c) all dealings with, and interests in, third party promotions, services or merchants found by the Customer using the Internet Access, are solely between the Customer and the third party with whom the Customer is dealing; and
 - (d) access to secure financial transactions will be dependent on third party hardware and the third party supplier of content.
- 7.3.2 The Customer acknowledges that the speed of any Internet Access depends on a number of factors including, but not limited to, distance from the exchange, local availability and line capability. The Company shall have no liability to the Customer whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise if the Customer's line does not produce the maximum speed advertised or otherwise referred to.
- 7.3.3 The Customer acknowledges that the Internet Access is provided from infrastructure that is shared by other users and the Company owes a duty to these users as a whole to preserve its network integrity and avoid network degradation. If, in the Company's reasonable opinion, the Company believes that the Customer's use of the Internet Access is in breach of the Broadband Acceptable Use Policy or otherwise has or may adversely affect such network integrity or may cause network degradation, the Company may change the Customer's chosen access rate or manage the Customer's Internet Access as the Company sees fit in the circumstances.

8 EQUIPMENT

- 8.1 Any equipment connected to the HSCN Connectivity Services by the Customer must be:
- 8.1.1 technically compatible with the HSCN Connectivity Services and not harm the Company HSCN Network, the HSCN Connectivity Services, the Services Equipment or any third party's network or equipment;
 - 8.1.2 connected and used in line with any relevant instructions or standards including, in the order of precedence set out below:
 - (a) any legal requirements imposed upon the parties including requirements arising from General Condition 2 set under section 45 of the Communications Act 2003;
 - (b) any relevant specification notified by OFCOM in implementation of the recommendations of the Network Interoperability Consultative Committee;
 - (c) any recommendations by the European Telecommunications Standards Institute; and
 - (d) any recommendations by the Telecommunications Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee) of the International Telecommunication Union.
- 8.2 The Customer agrees to connect the CPE and other equipment to the HSCN Connectivity Services only by using the Network Termination Equipment provided by the Company with the HSCN Connectivity Services.
- 8.3 All Services Equipment remains the property of the Company at all times.
- 8.4 The Customer agrees to:
- 8.4.1 prepare the Customer Premises and provide a suitable place, conditions, connection points and electricity for the Services Equipment at the Customer Premises in accordance with the Company's reasonable instructions, if any;
 - 8.4.2 obtain all necessary consents, including for example, consents for any necessary alterations to buildings, permission to cross other people's land or permission to install the circuit connection and/or Services Equipment on their property; and
 - 8.4.3 at its own cost, return any Services Equipment promptly following any request from the Company on the termination of this Contract.
- 8.5 During the Term, the Customer is responsible for the Services Equipment and agrees to take reasonable steps to ensure that nobody (other than someone authorised by the Company) adds to, modifies or in any way interferes with it. The Customer will be liable to the Company for any loss of or damage to the Services Equipment, except where such loss or damage is due to fair wear and tear or is caused by the Company, or anyone acting on the Company's behalf.
- 8.6 The Customer shall not move any Services Equipment at the Customer Premises, without the Company's prior approval (not to be unreasonably withheld or delayed).

9 POINT TO POINT LEASED LINE SERVICES

- 9.1 When a Point to Point Lease Line Service is specified in the Order Form, the Company will provide a Leased Line delivered 'point to point' between those Customer Premises identified in the Order Form for the Point to Point Leased Line Service.
- 9.2 The Point to Point Leased Line Service will also include a break-out for general access to the internet, unless otherwise agreed.
- 9.3 The Point to Point Leased Line Services will not share infrastructure with the Company Network and will be delivered as a standalone service that will not be monitored by the Company.

10 WAN CONNECTIVITY SERVICES

MPLS

- 10.1 Where stated in the Order Form that the Company is providing MPLS connectivity, it will include:
- 10.1.1 a core network comprised of MPLS;
 - 10.1.2 the access option(s) stated in the Order Form: ADSL, ADSL2+, FTTC, SOGEA, FTTP, GEA, EoFTTC, EoFTTP, EFM or Fibre Ethernet (leased line), together with the corresponding Bandwidths and bearers for the access options(s) selected, where applicable; and
 - 10.1.3 the additional resiliency options stated in the Order Form (if any).
- 10.2 Where expressly identified in the Order Form, the MPLS will in addition include:
- 10.2.1 internet connectivity; and
 - 10.2.2 a centrally hosted firewall to be managed in accordance with Specific Conditions G1 – Local Area Network Services.

MPLS Access Types

10.3 Wires Only

- 10.3.1 Where stated in the Order Form that the Company is providing a Wires Only solution, the Company will provide only the circuit connection to the Customer Premises as stated in the Order Form.
- 10.3.2 Any routers and other CPE are to be provided, installed and maintained by the Customer.
- 10.3.3 The Demarcation Point at the Customer Premises for the Wires Only Connectivity Services will be the interface of the external circuit connection with the Network Termination Equipment.

10.4 Wires and Managed Equipment

- 10.4.1 Where stated in the Order Form that the Company is providing a wires and Managed Equipment solution, the Company will:
 - (a) provide the circuit connection to the Customer Premises as stated in the Order Form; and
 - (b) provide the Managed Equipment as set out in the Order Form, such Managed Equipment remaining owned by the Company, unless otherwise stated in the Order Form.
- 10.4.2 The Demarcation Point at the Customer Premises for wires and Managed Equipment will be the internal LAN interface port on the CPE.

SD-WAN

- 10.5 Where stated in the Order form that the Company is providing SD-WAN connectivity, it will include:
 - 10.5.1 a core network comprised of SD-WAN;
 - 10.5.2 the access option(s) stated in the Order Form: ADSL, ADSL2+, FTTC, SOGEA, FTTP, GEA, EoFTTC, EoFTTP, EFM or Fibre Ethernet (leased line), together with the corresponding Bandwidths and bearers for the access options(s) selected, where applicable;
 - 10.5.3 the additional resiliency options stated in the Order Form (if any); and
 - 10.5.4 the Managed Equipment as set out in the Order Form, such Managed Equipment remaining owned by the Company, unless otherwise stated in the Order Form.
- 10.6 Where expressly identified in the Order Form that the SD-WAN Connectivity Services will include a centrally hosted and/or local firewall, such firewall will be managed in accordance with Specific Conditions G1 - Local Area Network Services.
- 10.7 The Demarcation Point at the Customer Premises for the SD-WAN Connectivity Services will be the internal LAN interface port on the CPE.

Mobile Data Connectivity

- 10.8 Where stated in the Order Form that the Company is providing Mobile Connectivity Services, the terms and conditions set out in Specific Conditions M2 – Mobile Services will apply in addition to these Specific Conditions and, in the event of any conflict, the terms and conditions set out in Specific Conditions M2 – Mobile Services will take precedence over these Specific Conditions in respect of any 4G Connectivity Services.

11 MANAGED SERVICES

- 11.1 Where Managed Equipment for a WAN is specified in the Order Form, the Company will monitor manage such Managed Equipment and the configuration and interconnections of such Managed Equipment and in particular will:
 - 11.1.1 continuously monitor the Managed Equipment and provide Event Management for any alerts raised by this monitoring;
 - 11.1.2 notify the Customer of any pre-agreed Events raised by monitoring;
 - 11.1.3 complete basic diagnosis with the aim of identifying the reason for any Event raised by monitoring and, where appropriate, take action to mitigate performance degradation or outages;
 - 11.1.4 provide Incident Management for any Incidents raised by Event Management or by the Customer for the Managed Equipment;
 - 11.1.5 provide Problem Management for the Managed Equipment;
 - 11.1.6 subject to paragraph 11.1.7, update the firmware or software for the Managed Equipment identified by the Company or requested by the Customer. Any updates will be agreed with the Customer before being applied in accordance with Change Management and the Customer will not unreasonably withhold or delay agreement. Any updates or upgrades requested by the Customer as a Service Request will incur additional cost on a time and materials basis, which will be agreed with the Customer prior to such work being completed;
 - 11.1.7 where the Managed Equipment is a cloud managed device with Vendor supported patching such as an SD-WAN appliance, schedule the Managed Equipment to auto update on a regular patch cycle within an update maintenance window as notified to the Customer from time to time. If the Customer requires the update to be deferred or rescheduled or supported outside of Normal Working Hours additional charges may apply, which the Company will notify to the Customer in advance of being incurred;
 - 11.1.8 collate configuration backups pre- and post-implementation of a Change to the Managed Equipment and maintain at least one current configuration backup at all times and at least the two most recent previous configuration backups for one month after they are superseded by the current configuration, insofar as this can be reasonably supported by the Vendor technology and management toolset; and
 - 11.1.9 where the Company also provides break-fix maintenance services for the Managed Equipment (as set out in the Order Form or as provided in accordance with a separate contract between the Company and the Customer), notify the Service Desk of any pre-agreed Events regarding the Managed Equipment.

12 CLOUD CONNECTIVITY SERVICES

- 12.1 Where stated in the Order form that the Company is providing Cloud Connectivity Services, it will provide a private direct connection either from the Customer's WAN or from the Customer's Premises as set out in the Order Form to the Customer's cloud service provider (e.g. Amazon Web Services (AWS) or Microsoft Azure) as stated in the Order Form that will include:
 - 12.1.1 the access option(s) stated in the Order Form together with the corresponding Bandwidths;
 - 12.1.2 the additional resiliency options stated in the Order Form (if any);
 - 12.1.3 the port connection options into the Customer's cloud service provider; and
 - 12.1.4 the Managed Equipment (if any) as set out in the Order Form, such Managed Equipment remaining owned by the Company, unless otherwise stated in the Order Form.

13 DDP SERVICES

- 13.1 Where stated in the Order Form that DDP Services are being provided, the Company will:
 - 13.1.1 work with the Customer to configure a policy specific to the Customer to attempt to automatically detect a suspected DDoS Attack and re-route the Customer's traffic to the Company's mitigation infrastructure;
 - 13.1.2 during a suspected DDoS Attack, use reasonable endeavours to automatically re-route the Customer's traffic to the mitigation infrastructure; filter legitimate traffic from DDoS Attack traffic and forward what is believed to be legitimate traffic, whilst suspected DDoS Attack traffic is discarded by the mitigation infrastructure;
 - 13.1.3 monitor any alerts generated by the Managed Equipment regarding any potential or suspected DDoS Attack that indicate a suspected DDoS Attack but have not triggered automatic re-routing and notify the Customer of any such alerts and manage such alerts in accordance with paragraph 13.1.4 and in accordance with the Company's Incident Management process; [to be stated on the order form IP address ranges to be protected, bandwidth protected (mbps)]
 - 13.1.4 during a suspected DDoS Attack where automatic re-routing has not occurred and, following notification by the Company to the Customer in accordance with paragraph 13.1.3, where it is agreed between the Company and the Customer that a DDoS Attack is taking place, use reasonable endeavours to manually re-route the Customer's traffic to the Company's mitigation infrastructure;

- 13.1.5 where re-routing has occurred, and the Customer believes that either legitimate traffic is being discarded or DDoS Attack traffic is being forwarded, use reasonable endeavours to investigate and reconfigure the policy to address this in accordance with the Company's Incident Management process;
- 13.1.6 provide a mitigation report following the occurrence of a suspected DDoS Attack within 5 (five) Business Days, stating the attack size and mitigation measures implemented by the DDP Services; and
- 13.1.7 provide Problem Management for the DDP Services.
- 13.2 The Company makes no representation that the DDP Services will withstand or mitigate the effects of any or all DDoS Attack traffic, will not block or affect any legitimate traffic, or will prevent denial of access to any service of the Customer.
- 13.3 Unless expressly stated otherwise in the Order Form, the provision of DDP Services is dependent on the Company providing the connections over which the Customer's legitimate traffic is normally routed to the Customer as part of the HSCN Connectivity Services pursuant to this Contract. If for any reason the Company ceases to provide the relevant HSCN Connectivity Services to the Customer, the DDP Services shall terminate with immediate effect and without liability for the Company.
- 14 GENERAL**
- 14.1 The Company will:
 - 14.1.1 implement capacity planning and be responsible for the network infrastructure in respect of the Company HSCN Network used to deliver Internet Access;
 - 14.1.2 configure and provide IP network ranges in accordance with the regulations of Reseaux IP Europeens (RIPE) and RFC1918 (if applicable);
 - 14.1.3 communicate any planned works notifications;
 - 14.1.4 investigate any unplanned service outages with the Service Provider; and
 - 14.1.5 communicate Reason for Outage Reports (RFO) where applicable.
- 14.2 The Company may suspend any or all of the HSCN Connectivity Services, or performance of any or all of its obligations under this Contract, in the following circumstances without liability at any time:
 - 14.2.1 during any technical failure, modification, repair, testing or maintenance of the Network or other equipment by which the Connectivity Service is provided, or in the case of emergency; and/or
 - 14.2.2 if the operation of the Network or the provision of the underlying services to the Company is suspended for any reason.
- 14.3 Without prejudice to any of the Company's other rights and remedies, the Company may on notice to the Customer disconnect any or all of the HSCN Connectivity Services or suspend performance of any or all of its obligations under, or terminate, this Contract in the following circumstances without liability if:
 - 14.3.1 any licence or permission to operate or use the Network or any part of it is revoked or terminated for any reason;
 - 14.3.2 the operation of the Network is terminated or if the provision of the underlying service to the Company is discontinued for any reason;
 - 14.3.3 the Customer does or allows to be done anything that in the Company's reasonable opinion will or might jeopardise the operation of the HSCN Connectivity Services or the Network; or
 - 14.3.4 the Company reasonably suspects the HSCN Connectivity Services are being used in a manner prejudicial to the interests of the Customer or the Company.
- 14.4 Where the Company determines, using its sole discretion, that the Customer is under a DDoS Attack that directly or indirectly threatens the HSCN Connectivity Services or the integrity of the Company HSCN Network and its ability to provide services to its other customers:
 - 14.4.1 the Company reserves the right to divert and discard all of the Customer's traffic (legitimate or otherwise);
 - 14.4.2 the Customer acknowledges that it may irretrievably lose such traffic and associated data and the Company shall not be held responsible for such loss of traffic, legitimate or otherwise; and
 - 14.4.3 the Customer acknowledges that this action may be taken irrespective of whether DDP Services are being provided.
- 14.5 Where the Company agrees to supply any IP Addresses, as expressly provided in the Order Form:
 - 14.5.1 any such IP Address that may be supplied by the Company to the Customer is licensed to the Customer on a non-exclusive, non-transferable, revocable basis for use only in conjunction with the relevant Services Equipment and the HSCN Connectivity Services and will remain the Company's property;
 - 14.5.2 following disconnection of the HSCN Connectivity Services the Customer's licence to use any IP Address supplied by the Company will automatically terminate; the Customer will not make any further use of it (unless otherwise agreed in writing); and it may be re-assigned by the Company either to the Company itself or to a third party; and
 - 14.5.3 the Company reserves the right to charge the Customer for any IP Address used or retained by the Customer after termination of this Contract.
- 15 CUSTOMER OBLIGATIONS**
- 15.1 The Customer shall:
 - 15.1.1 where the Managed Equipment is located on Customer Premises:
 - (a) provide reasonable on-site 'remote hands' assistance, such as power cycling the Managed Equipment, to troubleshoot and diagnose any issues;
 - (b) ensure that all Managed Equipment is housed in an appropriately secure, well-ventilated cabinet with sufficient environmental control to maintain both heat and moisture within tolerable limits; and
 - (c) ensure the power supply to the Managed Equipment is protected to maintain continuous supply and prevent spikes and losses;
 - 15.1.2 not configure, maintain or modify (or permit any third party to do so) any Managed Equipment without the prior written consent of the Company;
 - 15.1.3 be responsible for any third party services or infrastructure that it provides to enable the provision of the HSCN Connectivity Services;
 - 15.1.4 maintain subscriptions to Vendor-specific software assurance programs for the duration of this Contract in respect of the Managed Equipment;
 - 15.1.5 ensure that Company is named as an authorised representative of the Customer where required on any third party break-fix maintenance agreements;
 - 15.1.6 notify the Company of any contact details or address changes of the Customer;
 - 15.1.7 unless otherwise expressly provided in the Order Form, define all IP Addresses relevant to the HSCN Connectivity Services;
 - 15.1.8 in respect of any SD-WAN Services that connect over any part of a Network that is not part of the Company HSCN Network allocate the IP Address block(s) for the Company;
 - 15.1.9 ensure that the Company is named as an authorised representative of the Customer where required, on any third-party break fix maintenance agreements relevant to the Third Party Break-Fix Maintenance;
 - 15.1.10 in respect of any DDP Services:
 - (a) maintain a relevant internal emergency/incident response procedure for dealing with DDoS Attacks;
 - (b) provide the Company with an up-to-date point of contact with 24x7 availability who the Company shall coordinate with upon the detection of a DDoS Attack;

- (c) inform the Company promptly of any changes made to its hardware or software IT infrastructure (including but not limited to any changes to its network, systems or policy) that may affect the DDP Services; and
- (d) ensure that suitable Customer Representatives are available to discharge the Customer’s responsibilities in connection with the DDP Services, including but not limited to replying to and executing such steps as are reasonably necessary to address a fault or a DDoS Attack and providing the Company with relevant information and decisions in a timely manner, as reasonably requested by the Company during a DDoS Attack; and

15.1.11 not use or facilitate the use of the HSCN Connectivity Services to (including by pointing to websites or locations that) create, transmit, distribute or store materials that include tools designed for compromising security (including but not limited to password guessing programs, cracking tools or network probing tools) data protection or anti-terrorism laws, impair the privacy of communication or knowingly contain Viruses or otherwise knowingly and/or intentionally transmit, introduce or allow a Virus to be introduced through the HSCN Connectivity Services.

15.2 The Customer Obligations set out in paragraph 15.1 apply to the HSCN Connectivity Services, and Company shall have no liability for any failure to provide the HSCN Connectivity Services (including failing to meet any Service Level), or to pay any Service Credit (if applicable), to the extent caused by any failure by the Customer to provide any secure connectivity from the Company’s management systems to the Managed Equipment that is required to enable remote configuration or management of the Managed Equipment by the Company.

16 EXCLUSIONS

- 16.1 In providing HSCN Connectivity Services, unless otherwise expressly stated to the contrary in this Contract, the Company is not providing:
- 16.1.1 any security services and therefore will not be liable for any security-related attacks or impact that causes any loss to the Customer, save as otherwise expressly provided in the Order Form or this Contract;
 - 16.1.2 any software licence renewals or security certificate renewals; or
 - 16.1.3 any hardware, licensing and/or security certificates that are required to meet the pre-requisites for any code upgrades released by the Vendor.

16.2 In respect of the DDP Services, unless otherwise expressly stated to the contrary in the Contract, the Company makes no representation that the DDP Services will be error-free, will withstand or mitigate the effects of any or all DDoS Attack traffic, will not block or affect any legitimate traffic, or will deny access to any service of the Customer.

17 CHARGES

- 17.1 The Charges for the HSCN Connectivity Services are as identified in the Order Form.
- 17.2 The Charges for the HSCN Connectivity Services will apply from the relevant Connection Date for the relevant HSCN Connectivity Services.
- 17.3 The Company shall have the right to alter the Charges for the HSCN Connectivity Services from time to time to account for any price changes imposed by Carriers or Service Providers.
- 17.4 Usage charges payable shall be calculated by reference to data recorded or logged by the Company and not by reference to any data recorded or logged by the Customer. Any invoices issued by the Company in respect of the Charges for HSCN Connectivity Services shall, save in the case of manifest error, be final, conclusive and binding on the Customer.

18 INVOICING AND PAYMENT

- 18.1 Subject to paragraph 18.2, the Customer will be invoiced monthly in arrears by the Company for any volume based usage of the Services.
- 18.2 Charges shall be payable monthly in advance, unless expressly agreed in writing by the Company and set out in the Order Form.

19 SERVICE LEVELS

- 19.1 **Incident Management**
The Company will provide Incident Management for HSCN Connectivity Services in accordance with the Service Levels set out in Specific Conditions X3A – HSCN Standard Operational Services.
- 19.2 **Broadband Services Target Resolution Times for Faults**
19.2.1 Incident resolution for Broadband Services will be provided by the relevant Carrier during the hours of support set out at Table 1 below. The Incident classification matrix set out below outlines the description, resolution and scheduled updates frequencies for the associated Incident priorities for Broadband Services only, as provided by the relevant Carrier.

Table 1: Broadband Services - Carrier Target Resolution Times by Priority Level

Care Level	Hours of Support	Carrier		Exclusions	Requirement
		BT Wholesale	TalkTalk Business		
Standard Care	Normal Working Hours	40 WH	48 WH	Regional public and bank holidays. Allowable parked times	Included
Enhanced Care	24 x 7	20 CH	24 CH	Allowable Parked Time	Optional
Premium Care	24 x 7	7 CH	N/A	Allowable Parked Time	Optional

CH = Clock Hour (i.e. regular full day round-the-clock hours)
WH = Normal Working Hours

- 19.2.2 **Standard care:** To the extent this level of care is stated in the Order Form, the Company will use its reasonable endeavours to procure that the Carrier acknowledges the fault upon receipt and clears the fault within the time set out in Table 1 above. Engineer appointments to Customer Premises are available 0800-1800 Monday to Saturday (excluding Regional Public and Bank Holidays).
- 19.2.3 **Enhanced care:** To the extent this level of care is stated in the Order Form, the Company will use its reasonable endeavours to procure that the Carrier acknowledges the fault upon receipt and clears the fault within the time specified in Table 1 above. Engineer appointments to site are available 0800-1800 Monday to Sunday (including Regional Public and Bank Holidays). Out of hours engineering visits to the Customer Premises may be used at the Carrier’s discretion to complete a repair if unrestricted access is available.
- 19.2.4 **Premium care:** To the extent this level of care is stated in the Order Form, the Company will use its reasonable endeavours to procure that the Carrier acknowledges the fault upon receipt and clears the fault within the time specified in Table 1 above. If diagnostics indicate a fault and an engineer is required on site, then the Carrier will aim to fix any fault within 7 (seven) hours from the start time of the agreed appointment slot, excluding any Allowable Parked Time. Out of hours engineering visits to site may be used at the Carrier’s discretion to complete a repair if unrestricted access is available.

20 MANAGED INTERNET ACCESS AND WAN SERVICES TARGET RESOLUTION FOR FAULTS

20.1 The Incident classification matrices set out in Table 2 and 3 below outline the description and target resolution times for the associated Incident priorities.

Table 2:

Priority Level		Target Resolution Time
P1	Critical	4 hours
P2	High	8 hours
P3	Normal	48 hours
P4	Minor	4 Business Days

Table 3:

Priority Level	Examples
P1 Critical Incident	Significant revenue, operational or safety impact on the Customer. A total loss of Service affecting a single Customer Premises or multiple departments or business functions of the Customer. A Service is significantly degraded affecting the entire Customer organisation.
P2 High Risk Incident	A total loss of a Service affecting a single department or business function of the Customer. A Service is degraded or impacted affecting multiple departments or a single Customer Premises.
P3 Medium Risk Incident	A Service is degraded or impacted affecting a single department or business function of the Customer. A Service is degraded or a total loss of Service for an individual End User.
P4 Minor Incident	Any incident not classified as a P3 or above.

20.2 Where the fault lies with the Service Provider, the Company shall use its reasonable endeavours to procure that the Service Provider acknowledges and clears the fault within the target resolution time set out in Table 2 above, excluding any Allowable Parked Time. However, the Service Provider’s target resolution times will prevail and the Company’s target resolution times will be placed on hold for any third party fix.

20.3 Where the fault is found to lie with the CPE the Company will use its reasonable endeavours to replace the CPE on the next business day or in line with the supplied breakfix service level agreement.

21 AVAILABILITY SLA

21.1 The Company will assign an availability category (“Site Category”) to each Customer Premises determined by the Service and configuration.

21.2 The Site Category will, if applicable, be specified on the Order Form. Where no Site Category is specified on the Order Form, no service level agreement applies in respect of that Service.

21.3 The target minimum Service Availability is as set out in Table 4 below. Service Availability is calculated in accordance with paragraph 23.1]. The target minimum Service Availability depends on the access options and/or resiliency options chosen by the Customer.

Table 4:

Type	Site Category	Target Service Availability (Mthly)
Resilient	Cat A+	99.999%
	Cat A	99.995%
	Cat B	99.99%
	Cat C	99.95%
Standard	Cat D	99.93%
	Cat E	99.85%
	Cat F	99.80%
	Cat G	97.00%
Non Standard	NS	As per Order Form

21.4 Service Availability for Managed Internet Access, Broadband and WAN access circuits is measured on the Uptime of the Customer Premises, based on the availability of the circuit(s) terminating into the CPE at the Customer Site.

21.5 Service Availability for Cloud Connectivity is measured from the interface on the Company’s routers or CPE to the interface at the cloud service provider PoP.

22 WAN NETWORK PERFORMANCE

22.1 Network performance service levels apply to the Company on network traffic. The standard network performance service levels measures performance on the Company HSCN Network and does not include the Customer’s access to the Company HSCN Network.

22.2 Network performance applies to traffic within the UK only for WAN networks connected to the Company UK PoPs.

22.3 The specific targets for network performance are as set out below, unless otherwise specified in the Order Form:

Performance Type	Target		
	BE Class	AF Class	EF Class
Latency (in ms)	30	20	15
Packet Loss (%)	0.3	0.1	0.05
Jitter (in ms)	N/A	N/A	2.0

22.4 The Company HSCN Network performance metrics are collected through specific tests which are each conducted at 1400 byte packets set at three second intervals 15 times every 60 seconds.

22.5 For the avoidance of doubt, planned maintenance and emergency maintenance are excluded from the calculation of the performance targets in accordance with paragraph 24.

23 AVAILABILITY

23.1 Availability Calculation

The Service Availability of the HSCN Connectivity Services is defined and calculated separately for each Customer Premises. Subject to paragraph 23.3, the Service Availability of the HSCN Connectivity Services is measured as a percentage and is a representation of the portion of time that the relevant service is available during the Measurement Period calculated in accordance with this paragraph 23.1. The HSCN Connectivity Services are deemed available if data packets can be transmitted over the Connectivity Service from the Demarcation Point to the first PoP in the Company HSCN Network and such transmission is within the parameters of the relevant Service Levels for Packet Loss and/or Latency.

Availability is calculated using the following formula:

$$\text{Availability} = \frac{(AST - DT)}{AST} \times 100$$

Where:

AST = Agreed Service Time (which unless otherwise agreed is the total number of minutes in the Measurement Period)

DT = Downtime being the actual time that the HSCN Connectivity Services are Unavailable during the Agreed Service Time

23.2 Service Measurement Period

Unless otherwise agreed in the Order Form, the Company's performance against the Service Levels will be measured each calendar month on the first day of the calendar month following the Connection Date (the "Measurement Period"). Save in the case of manifest and demonstrable error, the Company's performance against the Service Levels shall be based solely on information recorded by the Company.

23.3 Service Level Exclusions and Exemptions

23.3.1 Any downtime or unavailability of the HSCN Connectivity Services and/or the Company HSCN Network to the extent caused by the following, will not be classified as Unavailable for the purposes of the calculation of the Availability in accordance with these Specific Conditions and the following shall not be taken into account for the purposes of any other Service Level calculations and such matters shall not be counted or considered in relation to any performance by the Company of any Service Level or other term or condition of this Contract:

- (a) the Customer's network, system or equipment, or any part of it (including without limit Customer Provided Apparatus) or any other network or equipment outside of the Company HSCN Network;
- (b) the Customer's and/or its agents', representatives' and users' negligent acts or omissions;
- (c) the Customer's breach of this Contract or any negligent, wilful or reckless act, fault or omission by the Customer, or any users of the HSCN Connectivity Services for whom the Customer is responsible;
- (d) the failure of the Customer to agree to the application of required software patches;
- (e) the Customer's failure or delay in complying with the Company's reasonable instructions and/or any failure or delay in providing information requested by the Company;
- (f) any delay in the Customer allowing the Company and/or the Company Personnel, to enter into a Customer Premises and/or the applicable parts thereof to diagnose or remedy any fault; or
- (g) anything beyond the reasonable control of the Company including without limitation in respect of the failure of any Carrier or Service Provider to provide network capacity or connectivity (or any element thereof) to the Company on which it was reliant for the purposes of the Contract, any Act Of God, terrorist attacks, severe weather, accidental damage, vandalism, failure or shortage or power supplies (other than those for which the Company is responsible under this Contract), flood, drought, lightning or fire, any act or omission of Government, highways authorities, or other competent authorities;
- (h) any Customer encryption on any of the routers preventing Company access;
- (i) the Customer requesting the Company to modify Managed Equipment or any other part of the Customer's network at a Customer Premises, or test it although no fault has otherwise been detected or reported in accordance with the terms of this Contract;
- (j) implementation of a configuration Change in accordance with the Customer's instructions;
- (k) subject to paragraph 24, Planned Outages or emergency maintenance;
- (l) maintenance carried out by the Customer or the Company on the Customer's instructions;
- (m) power outages at a Customer's Premises;
- (n) relocation, reconfiguration, modification and/or reprogramming of Managed Equipment, Customer Equipment that is not undertaken by the Supplier unless completed under (and strictly in accordance with) the Supplier's instructions;
- (o) suspension of the HSCN Connectivity Services in accordance with this Contract;
- (p) environmental conditions at a Customer's Premises that are not within the tolerances prescribed by the relevant manufacturer's guidelines (for example humidity, heat, dust, power);
- (q) any fault in a circuit between the local exchange and the applicable Customer Premises where the HSCN Connectivity Services at a Customer Premises includes circuits from dual carriers (using the same duct) and does not have the benefit of full fibre diversity into the Customer Premises from a single Carrier;
- (r) where resiliency options are provided in the Order Form (if any), the network convergence (failover) time will not be considered as Unavailability;
- (s) an abnormally-high Latency and/or Packet Loss measurement, due to the HSCN Connectivity Services being congested because of the acts or omissions of the Customer;
- (t) where the HSCN Connectivity Services are Wires Only and the Customer has not provided suitable CPE and/or configuration to take advantage of a backup circuit that forms part of the service availability (for example a backup EFM circuit);
- (u) any act or omission of any third party that is beyond the Company's reasonable control, which includes, without limitation, fibre cutting; or
- (v) any downtime or unavailability of or otherwise caused by the HSCN Peering Exchange.

23.3.2 The Supplier's monitoring tools may show access mechanisms as "up" (available) or "down" (unavailable). This must not be confused with the availability of the HSCN Connectivity Services for the purposes of the Service Levels.

23.3.3 In respect of any xDSL HSCN Connectivity Services:

- (a) the Company does not guarantee local loop line quality and therefore cannot guarantee that all lines can support the prioritised Upstream and minimum Downstream data rates specified for HSCN Connectivity Services where stated;
- (b) the achievable Bandwidth and data rates of any xDSL HSCN Connectivity Services are subject to the quality of the copper and distance from the Network exchange; and
- (c) some limitations within the local loop Network may not become apparent through no fault of the Company until after an xDSL Connectivity Service has been installed and working for some time, for example copper quality degradation.

24 PLANNED AND EMERGENCY MAINTENANCE

- 24.1 From time to time the Company may interrupt the Service to maintain, update or enhance software, equipment or other aspects of the Service and/or the Company HSCN Network. The Company will, where possible, give the Customer a minimum of 5 Business Days’ advance notice of such events, and where possible will schedule maintenance events so as to cause minimum interruption of the Service.
- 24.2 The Company will use its reasonable endeavours to ensure that:
 - 24.2.1 scheduled maintenance events will not exceed 3 hours in any calendar month; and
 - 24.2.2 emergency maintenance events will not exceed 3 hours in any calendar month.
- 24.3 The Customer accepts that it may not be possible for the Company to provide the Customer with advanced notification of emergency maintenance events.

25 SERVICE CREDITS

- 25.1 The Company will use its reasonable endeavours to recover service credits from the Carrier and/or the Service Provider (where such credits are contractually payable to the Company) and if service credits are received from the Carrier and/or the Service Provider, these will be passed on to the Customer.

26 COMPANY HSCN NETWORK SERVICE LEVELS AND AVAILABILITY

26.1 Incident Management

The Company will provide Incident Management for Incidents relating to the Company HSCN Network in accordance with the Service Levels set out in Specific Conditions X3A – HSCN Standard Operational Services and will respond to incidents in accordance with the Incident Response Times as defined in those Specific Conditions.

26.2 Target Resolution Times for Faults

- 26.2.1 The Company will classify Incidents relating to the Company HSCN Network in accordance with the Priority Levels. Subject to paragraph 23.3, the Company will aim to resolve Incidents relating to the Company HSCN Network according to the target resolutions time set out in Table 9 below for the relevant Priority Level. The Company will provide updates to the Customer relating to any Incidents affecting the Company HSCN Network in accordance with the update time set out in Table 9 below for the relevant Priority Level.

Table 9: Company HSCN Network - Target Resolution Times by Priority Level

	Priority Level	Update Time	Target Resolution Time
P1	Critical Incident	Every 60 minutes	≤5 hours
P2	High Risk Incident	Not applicable	≤8 hours
P3	Medium Risk Incident	Not applicable	1 Business Day
P4	Minor Incident	Not applicable	5 Business Days

- 26.2.2 If a Change is required to resolve an Incident, the Service Level for resolving the Incident shall dictate the timeliness required for the implementation of the Change unless it is agreed by the parties that the Change should take place at a time/date beyond that of the Service Level of the incident (for example, the Customer may request a Change required to address an Incident to take place outside of certain working hours so as not to cause a wider impact to the user base even though that would be outside of the Target Resolution Time for the Incident).
- 26.2.3 The HSCN Peering Exchange is excluded from the scope of the Service Levels and/or availability for the Company HSCN Network. The Company’s HSCN solution connects to the HSCN Peering Exchange, but the Company shall not be held responsible for any unavailability of the HSCN Peering Exchange itself and as such any availability, jitter or latency or other Service Levels offered by the Company under this Contract are relevant only to the Company HSCN Network and connectivity between that and the Customer Premises.

26.3 HSCN Availability

- 26.3.1 The Service Availability for the Company HSCN Network is as set out in Table 10 below. Availability is calculated in accordance with paragraph 23.3.2.

Table 10: Company HSCN Network Availability

	Availability
Company HSCN Network	99.95%

- 26.3.2 Subject to paragraph 22.3, the availability of the Company HSCN Network is measured as a percentage and is a representation of the portion of time that the Company HSCN Network is available during the Measurement Period calculated in accordance with this paragraph 23.3.2. The Company HSCN Network is deemed available if data packets can be transmitted over the Company HSCN Network from the externally facing ports on the routers of the HSCN Peering Exchange to the externally facing ports on the Company’s HSCN routers within the Company HSCN Network. Availability is calculated using the following formula:

$$Availability = \frac{(AST - DT)}{AST} \times 100$$

Where:

- AST = Agreed Service Time (which unless otherwise agreed is the total number of minutes in the Measurement Period)
- DT = Downtime being the actual time that the Company HSCN Network is Unavailable during the Agreed Service Time

27 REPORTING

- 27.1 On the anniversary of the Commencement Date, the Company shall provide the Customer with a report that identifies the Bandwidth capacity and utilisation (over the previous twelve (12) months) for the HSCN Connectivity Services.

ANNEX A - HSCN MANDATORY SUPPLEMENTAL TERMS

- A. For the avoidance of doubt, the provisions in this Annex A shall take precedence over any other terms and conditions for the provision of HSCN Connectivity Services by the Company to the Customer.
- B. Save as otherwise stipulated, the following words and expressions, shall have the following meanings:

CN-SP Deed	means the deed required by the HSCN Authority to be signed by any CN-SP in order for it or its subcontractor to deliver HSCN Connectivity Services;
Connection Agreement	means the agreement setting out the obligations and requirements for organisations wanting to connect to the HSCN, together with all documents annexed to it and referenced within it;
Consumer Network Service Providers or CN-SP	means an organisation that is supplying or is approved to supply HSCN Connectivity Services having achieved the appropriate HSCN Compliance;
Good Industry Practice	means the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
Health and Social Care Network or HSCN	means the government’s network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate;
HSCN Authority	means NHS Digital (the Health and Social Care Information Centre);
HSCN Compliance or HSCN Compliant	means a status as detailed in the document "HSCN Compliance Operating Model", as set out at [https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers], and as updated by the HSCN Authority from time to time;
HSCN Consumer	means a recipient of HSCN Connectivity Services;
HSCN Consumer Contract	means any agreement pursuant to which a CN-SP (or Sub-contractor of a CN-SP) agrees to supply HSCN Connectivity Services to a HSCN Consumer;
HSCN Obligations Framework	means the obligations as available at [https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers] which may be updated from time-to-time by the HSCN Authority;
HSCN Solution Overview	means the document containing the architecture and technical solution for HSCN (the latest version can be accessed at https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers);
Material Sub-contractor	means a sub-contractor (including any affiliate or group company) of a CN-SP in relation to HSCN Connectivity Services which, in the reasonable opinion of the HSCN Authority, performs (or would perform if appointed) a substantive role in the provision of all or any part of the HSCN Connectivity Services;
NHS Digital CareCERT	means the NHS Digital Care Computing Emergency Response Team, that provide cyber security intelligence and advice to the Health and Care System using links across the public sector and with partners in industry.

1. The Company shall ensure that any HSCN Connectivity Services that it supplies pursuant to these Specific Conditions shall have been awarded HSCN Compliance and shall retain at all times HSCN Compliance.
2. The Company shall ensure that any HSCN Connectivity Services that it supplies pursuant to these Specific Conditions are delivered in accordance with the HSCN Obligations Framework.
3. The Customer shall ensure that any HSCN service consumer environment used to consume HSCN Connectivity Services supplied pursuant to these Specific Conditions, shall be provided and maintained in accordance with the Connection Agreement;
4. Each of the parties warrants and undertakes that they shall throughout the term, immediately disconnect their HSCN Connectivity Services, or consumer environment (as the case may be) from all other HSCN Connectivity Services and consumer environments where specifically requested in writing by the NHS Digital CareCERT (or the HSCN Authority acting on behalf of NHS Digital CareCERT) where there is an event affecting national security, or the security of the HSCN.
5. The parties acknowledge and agree that the HSCN Authority shall not be liable to them or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause 4 above.
6. Each of the parties acknowledges and agrees that clauses 4 and 5 are for the benefit of and may be enforced by the HSCN Authority, notwithstanding the fact that the HSCN Authority is not a party to this agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt such appointment shall not increase any liability of the Company beyond the scope of their existing liabilities under this Contract, the CN-SP Deed or the HSCN Obligations Framework.
7. The Company shall procure that any Material Sub-contractor shall comply with the terms of these Specific Conditions in relation to their provision of HSCN Connectivity Services.
8. Where any level of standard, practice or requirement associated with any Company obligation referenced in these Specific Conditions, the HSCN Obligations Framework, the HSCN CN-SP Service Management Requirement Addendum or the HSCN Consumer Contract conflicts with another level of standard, practice or requirement associated with any Company obligation or with Good Industry Practice, then the higher standard or requirement or best practice shall be adopted by the Company. In the event that the Company cannot determine which represents the higher standard or requirement or best practice, the Company shall seek guidance from the HSCN Authority which shall reasonably determine which is the level of standard, practice or requirement that is the most favourable from a HSCN Consumer perspective, and thus with which standard or best practice to comply.
9. If the Company fails to provide any part of the HSCN Connectivity Services as required under this HSCN Consumer Contract, it shall, in accordance with the guidance documentation published at [<https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>], be directly liable to the HSCN Consumer in respect of such HSCN Connectivity Services.
10. The Customer shall share all records and information with the HSCN Authority as are reasonably requested by the HSCN Authority in connection with the monitoring and operation of the HSCN network described in the HSCN Solution Overview Document.