

Service Schedule 8 – Leased Lines

Additional Terms and Conditions applicable to Leased Lines

1. Interpretation

In addition to terms defined in the General Terms and Conditions, the following terms have the following meanings:

“AUP”	means the acceptable use policy the acceptable use policy as current from time to time, which may be accessed at http://www.exponential-e.com/reseller-terms .
“Equipment”	means the equipment (if any) owned by Exponential-e or its supplier, which is located at the Client’s premises in order to provide the Services.
“Initial Term”	unless a different period is specified in a Contract, means in respect of each circuit, thirty-six (36) months from the Actual Start Date.
“Installation Charges”	means the installation charges specified in a Contract.
“MRCs”	means the recurring monthly charges specified in a Contract.
“Services”	means the installation, configuration and provision of Ethernet over Copper (EoC) circuit(s), to be provided by Knowall to the Client as set out in a Contract and further described in the Services Description.
“Services Description”	the description of the Services set out in the “Smart Wires Service Description” of Exponential-e’s Service Document for Connectivity Services, which may be accessed https://www.exponential-e.com/images/reseller-terms/May2018/Connectivity-Services/Schedule-A.pdf .
“Services Start Date”	means the date from which Knowall shall use all reasonable endeavours to ensure that the Services are available, as specified in a Contract.
“SLA”	means the service level agreement set out in the Appendix.

2. Services

- 2.1 Subject to earlier termination in accordance with the General Terms and Conditions or clause 7 below, the Contract continues with respect to each circuit until the expiry of the Initial Term relating to such circuit and thereafter the Contract continues until either party gives not less than three (3) months’ written notice of termination to the other party.
- 2.2 If Knowall (at its discretion) agrees to delay the Services Start Date at the Client’s request, or the Services Start Date is not met as a result of the Client’s delay or failure to fulfil its obligations under the Contract, the Charges for the Services shall still be payable from the original Services Start Date for that Service unless otherwise agreed in writing by the Parties.
- 2.3 The Services Start Date shall be fixed, except:
 - 2.3.1 if changed by agreement between the parties; or
 - 2.3.2 if revised by Knowall in accordance with clause 2.4; or

2.3.3 where a delay is caused by the Client (including a delay by the Customer to provide information or assistance in accordance with clause 2.5); or

2.3.4 where a delay is caused by a failure or delay in obtaining any necessary wayleave consent(s); or

2.3.5 where a delay is due to an event of Force Majeure,

in which case the Services Start Date shall automatically be extended by a reasonable period and, in the case of clause 2.3.2, the Installation Charges may be increased by a reasonable amount having regard to the additional costs and expenses incurred by Knowall or its supplier.

2.4 Knowall or its supplier may conduct a pre-installation survey of the Client's site, and, if required, the Client shall provide all reasonable access and assistance in connection with such survey. Based on the results of the survey, Knowall may revise the Services Start Date and/or the Installation Charges. If Knowall notifies the Client of an increase in the Installation Charges, the Client shall be deemed to have accepted such increase unless it elects to cancel the Contract during the period of three (3) Business Days following receipt of Knowall's notification.

2.5 The Client shall provide such information and assistance in connection with the installation of the Services as Knowall or its supplier may from time to time reasonably require.

3. Acceptance

3.1 The Client shall carry out the Acceptance Tests during the Acceptance Tests. The Client shall give Knowall at least three (3) Business Days' notice before carrying out the Acceptance Tests to enable Knowall and/or its supplier to be present during the Acceptance Tests. On completion of the Acceptance Tests, the Client shall:

3.1.1 sign and return the acceptance test certificate provided by Knowall; or

3.1.2 if the Services do not pass the Acceptance Tests, notify Knowall accordingly.

If the Client fails to do either (a) or (b) before expiry of the Acceptance Test Period, the Services shall be deemed to have passed the Acceptance Tests.

3.2 If the Client notifies Knowall that the Services have failed the Acceptance Tests before expiry of the Acceptance Test Period then Knowall or its supplier shall remedy the defect in the Services as soon as reasonably possible and re-submit the Services to the Client for Acceptance Testing.

4. Client's obligations

4.1 The Client shall (at its cost):

4.1.1 follow Knowall's reasonable instructions and guidelines in relation to the Services, and ensure that its systems comply with any reasonable hardware and software requirements notified by Knowall from time to time; and

4.1.2 provide Knowall with such up-to-date information, co-operation and support as Knowall or its supplier may reasonably require pursuant to the Contract; and

4.1.3 appoint a Client contact and designate suitably knowledgeable, qualified and authorised employees, who have access rights to all of the Client's relevant systems and Equipment to provide co-ordination and assistance to Knowall and its supplier. The Client shall notify Knowall in writing of any updates required to such authorised personnel. Knowall shall have no liability for failure to deal with requests or respond to instructions from persons not appropriately authorised by the Client in writing; and

4.1.4 ensure that the Equipment located at the Client's premises is clearly labelled as belonging to Knowall; and

4.1.5 maintain the Equipment to a safe standard, and promptly inform Knowall if the Equipment is faulty or otherwise malfunctioning; and

4.1.6 promptly provide sufficient technology to enable Knowall to provide remote support where it is necessary to do so; and

4.1.7 only use the Services (where applicable) in accordance with the AUP; and

- 4.1.8 undertake any work required to be carried out by the Client (and procure that the End User undertakes any work required to be carried out by the End User) as specified in the Contract in a timely manner.
- 4.2 The Client shall not:
- 4.2.1 use the Services or Equipment in any way that violates any Applicable Laws, or act or omit to act in any way which will place Knowall in breach of any Applicable Laws including but not limited to the Communications Act 2003; or
- 4.2.2 use the Services or Equipment in any way that would constitute or contribute to the commission of a crime, tort, fraud or other unlawful activity; or
- 4.2.3 allow any unauthorised user or third party access to, or use of the Services or Equipment; or
- 4.2.4 add to, modify or interfere in any way with the Services or Equipment; or
- 4.2.5 use the Services or the Equipment in any way which:
- 4.2.5.1 would or may be harmful, or would or may be harmful or detrimental to the reputation of Knowall and/or its suppliers; or
- 4.2.5.2 may be dangerous or a nuisance or inconvenience to other users of Knowall's service(s).
- 4.3 The Client warrants that any material and/or communication received, transmitted, hosted or otherwise processed using the Services (other than entirely unsolicited communications) will not be menacing, of a junk-mail or spam-like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, be otherwise actionable or in violation of any Laws to which the use of the Services is subject, or infringe the intellectual property rights of Knowall or any third party.
- 4.4 The Client shall indemnify and keep Knowall indemnified and hold Knowall harmless from and against all losses, liabilities, damages, costs, claims, demands and expenses arising out of, or in relation to, any breach by the Client of the provisions of clauses 4.1.7, 4.2.1, 4.2.2 and/or 4.3 above.
- 4.5 The Client agrees to use the Services solely in connection with its general business purposes. The Client acknowledges that the Services are not designed to be used in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Services or the failure of the Services, could lead to death, personal injury, or severe physical or environmental damage. Unless expressly authorized by Knowall in the Contract, the Client agrees not to use the Services for any such purpose.
- 4.5 The Client warrants it shall comply with all Applicable Laws and any relevant licences and permits to use the Services and the Equipment.
- 5. Warranties**
- 5.1 Knowall warrants that it will use all reasonable endeavours to provide the Services. The Client acknowledges and agrees that Knowall cannot (and does not) guarantee, represent or warrant that the Services will be error-free or uninterrupted.
- 6. Charges**
- 6.1 Knowall shall issue invoices for the Charges as follows:
- 6.1.1 in respect of the Installation Charges, on the Services Start Date; and
- 6.1.2 in respect of the MRCs, monthly in advance with effect from the Services Start Date.
- In the event of a delay for any of the reasons described in clauses 2.3.3 or 2.3.4, the references in this clause to Services Start Date shall be deemed to be the original Services Start Date stated in the Contract.
- 6.2 The Charges are fixed during the Initial Term. Thereafter Knowall may increase the MRCs by giving the Client thirty (30) days' prior written notice.
- 7. Termination**
- 7.1 If the Client wishes to cancel the Services, the Client shall notify Knowall in writing specifying the Client's name, the site (including postcode) at which the relevant Services are provided, what the Services are and

any applicable service reference numbers. Knowall shall confirm such cancellation, and any relevant Cancellation Charges to the Client within ten (10) Business Days of receipt of such request.

7.2 For the purposes of the Contract, the Cancellation Charges are:

7.2.1 where an Initial Term applies and termination occurs after the Services Start Date: (i) all arrears of Charges payable under the Contract up to the date of termination plus (ii) all remaining Charges not yet paid which would otherwise have been payable for the greater of the remainder of the Initial Term or the required three (3) month notice period; or

7.2.2 where an Initial Term applies but the Services Start Date has not yet occurred: (i) the Installation Charges, plus (ii) 50% of the first year's MRCs plus (iii) all charges incurred or committed to by Knowall with third party suppliers, plus (iv) any charges identified in the relevant Service Document as being recoverable pursuant to this clause, provided always that the Cancellation Charges to be paid pursuant to this sub-clause does not exceed the total Charges which would otherwise be payable by the Client in respect of the Initial Term.

The Client acknowledges and agrees that the Cancellation Charges are based upon Knowall's revenue expectation as reflected in the Charges and is compensatory in nature and not a penalty or unconscionable.

**APPENDIX
SLA**

1. Helpdesk

- 1.1 Knowall will provide:
 - 1.1.1 guidance and best practices for use of the Services; and
 - 1.1.2 technical support to resolve any issue arising in connection with the use of the Services (“**Incident**”), between 08:30 and 18:00 on Business Days.
- 1.2 The Client can request support from Knowall in relation to an Incident:
 - 1.2.1 by email at support@knowall.net; or
 - 1.2.2 by telephone on [TELEPHONE NUMBER].
- 1.3 The Client acknowledges that Knowall will have no obligation to provide support in respect of any Incident caused by:
 - 1.3.1 the improper use of the Services by the Client; or
 - 1.3.2 any alteration to the Services made without the prior consent of Knowall, and that any support or other assistance provided in relation to an Incident which falls within this clause will be chargeable by Knowall at its then-current professional services rates.

2. Response times

- 2.1 Knowall will give each Incident a severity status in accordance with the following table:

Severity status	Criteria
Priority 1 – Global Critical	Global Issues, eg major server issues.
Priority 2 – Critical Local	Local User Issues, eg User unable to access services
Priority 3 – Local	Administration Issues, eg configuration changes, adding additional resources

- 2.2 Knowall will use all commercially reasonable efforts to respond to Incidents in accordance with the following table:

Severity status	Remote response	Onsite response
Priority 1 – Global Critical	Five (5) minutes	As agreed
Priority 2 – Critical Local	One (1) hour	As agreed
Priority 3 – Local	Four (4) Business Hours	N/A

3. Service Level

- 3.1 In respect of each month during the Term, Knowall will use all commercially reasonable endeavours to ensure that the Services achieve the following availability (“**Services Availability**”):

Combinations of Smart Wires Access Mechanisms	Services Availability
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Smart Wires Resilient Advanced & Smart Wires Resilient Advanced Secondary	99.995%
Smart Wires EoF & Smart Wires Resilient	99.990%
Smart Wires EoF/EoC Cross Connects & Smart Wires Resilient (Data Centre)	99.900%
Single Smart Wires EoF	99.900%
Single Smart Wires EoF Cross Connects	99.900%
Single Smart Wires EoC Cross Connects	99.900%
Smart Wires EoF International	99.900%
Single Smart Wires EoC	99.850%
Smart Wires EoC International N/A	N/A
Smart Wires Broadband	N/A

3.2 When calculating Services Availability, non-availability as a result of the following causes shall be disregarded:

- 3.2.1 outages resulting from WAN connectivity and LAN failures;
- 3.2.2 outages resulting from the Client's operating error;
- 3.2.3 power failures and other environmental factors outside of the control of Knowall or its supplier;
- 3.2.4 any scheduled down-time i.e. planned outages or Client-requested downtime;
- 3.2.5 failure or faults due to Client's existing data network, cabling or environment; and
- 3.2.6 partial failures of the application e.g. a particular problem with single extensions or a problem such that the majority of extensions are able to continue processing calls as normal.

4. Service Credit

4.1 If the Services fail to achieve the Service Availability, the Client will be entitled to the following Service Credit:

	Amount below Services Availability	Service Credit (as percentage of MRCs)
Resilient Advance (Client's site connected to two diverse PoPs with circuit routes as diverse from each other as possible)	> 0.1%	5%
	> 0.2%	10%
	> 0.5%	20%
Other	> 0.1%	5%
	> 0.5%	10%