

## PRODUCT SCHEDULE

### DATA CONNECTIVITY

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#### PARTIES

- (1) **AdEPT Technology Group Plc** (Company Number 04682431) whose registered office is at One Fleet Place, London, United Kingdom, EC4M 7WS (“**Service Provider**”)
- (2) **[Customer Name] (Company Number) whose registered office is at [address]** (“**Customer**”)

#### RECITALS:

- A. The parties entered into a Framework Agreement for the provision of Services dated [ ] (the “**Framework Agreement**”).
- B. The terms and conditions herein relate only to the Products listed in Clause 1 and are supplemental to those contained in the Framework Agreement and in the event of conflict prevail over the terms of the Framework Agreement.

## 1 SCOPE

- 1.1 These Product Terms cover Data Connectivity Products marketed by the Service Provider and defined as:
  - i) Data Connectivity Products provisioned as Single Site Access or as part of a Wide Area Network
  - ii) Data Connectivity Products including Broadband and Ethernet Access
  - iii) Nebula Data Connectivity
  - iv) Direct Internet Access
  - v) SDWAN
  - vi) Associated services related to the provision of Unified Communications services

## 2 TERM

- 2.1 These Product Terms shall commence on the date of its execution (the “**Commencement Date**”) by the parties and shall continue until the termination of the final Order Form related to the Products purchased under these Terms.

### **3 ORDERING PRODUCTS**

- 3.1 The Customer may order Data Connectivity Products by submitting an Order Form in accordance with the terms of the Framework Agreement.
- 3.2 Provision of a Data Connectivity is subject to survey and subject to agreement of the relevant technical requirement document(s).
- 3.3 The Customer is responsible for providing the Service Provider with all information that is relevant for the provision of the Service, including information requested as part of the Order Form.
- 3.4 The Service Provider reserves the right to request additional information in order to provide a Data Connectivity Product prior to acceptance of an Order Form. Such additional information will be deemed to form part of the Order Form.
- 3.5 The Service Provider will have no responsibility for any failure to provide the Service, or any failure in the Service, which is a result of any failure on the Customer's part to provide accurate and complete information. Failure to provide information as requested may result in delays in the Service commencement and/or charges being applied prior to the Service Commencement Date.
- 3.6 The provision of Services is conditional on a satisfactory Survey and, where applicable, agreement of the Site Wayleave by the Site Owner. The Agreement may be cancelled by either Party without liability if the results of any Survey are in either Party's reasonable opinion unsatisfactory or the Site Wayleave is not agreed.
- 3.7 If a service is cancelled, amended or materially delayed by cause of the Customer's default during the provision of the Service, the Customer shall reimburse the Service Provider for any stranded costs including any charges levied by Third Party Suppliers
- 3.8 No terms and conditions contained in any document provided by the Customer to the Service Provider (including without limitation on any Order Form) will apply and any such provisions are hereby excluded.
- 3.9 The Customer may add to or amend existing Data Connectivity Products by submitting a new Order Form and agreeing new technical requirement document(s) The Contract Term for any change will be as set out in the applicable Order Form.

### **4 ORDER FORM**

- 4.1 The Customer will complete an Order Form for the Services and submit to the Service Provider for acceptance. The Order Form will specify the Services to be provided by the Service Provider, the duration of the Term and the Charges applicable.
- 4.2 In consideration of the payment of the Charges and any other sums payable hereunder, the Service Provider shall provide the Services to the Customer for the duration of the Term.

## **5 COMMENCEMENT OF SERVICES**

- 5.1 The Service Provider will notify the Customer when it is ready to hand-over the Services to the Customer and will commence delivery of the Services from the Service Commencement Date. The Customer shall have three (3) days from the Service Commencement Date (the "Review Period") in which to notify the Service Provider of any material non-conformity of the Services with the Agreement. In the event that the Customer has not served a notice of material non-conformity within the Review Period, the Services shall be deemed to be accepted. If the Customer serves a notice of material non-conformity in the Review Period, then the Service Provider shall remedy the applicable defect in the Services as soon as reasonably possible and re-submit the applicable Service to the Customer for further review. The Service Provider shall have the right, but not the obligation, to be present during the carrying out of any review of the Services.
- 5.2 The Service Provider shall provide the Service materially in accordance with the Agreement, including the applicable Product Description and the applicable Service Level Agreement.
- 5.3 The Customer must promptly supply the Service Provider with all information and materials reasonably required by the Service Provider to supply the Service. Failure to do so may result in Charges in line with Clause 6.
- 5.4 The Service Provider shall use the reasonable skill and care of a competent telecommunications service provider in providing the Service. However, the Customer accepts that it is technically impracticable to provide the Service entirely free of faults or uninterrupted and the Service Provider does not undertake to do so.

## **6 CHARGES**

- 6.1 Charges for the Services are as agreed on the Order Form and the Service Provider will charge the Customer fair and reasonable costs for the Customer's usage (and any reasonable administration costs) in excess of the Customer's Service usage limit (usage cap).
- 6.2 Unless otherwise specified on the Order Form, Charges will apply from the Service Commencement Date.
- 6.3 All Charges are subject to the Survey. If following the Survey, the Service Provider incurs additional costs in providing the Services, the Service Provider shall be entitled on notification to the Customer to increase the Charges by the amount of such costs. The Customer agrees to pay such increased Charges, subject to Clause 3.6.
- 6.4 Subject to Clause 3.6, the Service Provider shall be entitled to invoice the Customer for Excess Construction Charges (ECCs) Charge at any time immediately following its confirmation of the amount.
- 6.5 It is a condition of the Agreement that the Customer pays the Charges in full without any set-off, deduction, withholding, restriction or condition whatsoever.
- 6.6 Other than where Charges are based solely on usage, the Customer's liability for Charges starts from the Service Commencement Date whether or not the Service is used.

- 6.7 Where prior to entering into the Agreement or at any time during its term, the Customer has indicated any anticipated usage/take up levels of the Service and such usage/take up levels are not met, the Service Provider may, without prejudice to any other rights under the Agreement, apply revised Charges.
- 6.8 Once the Services have been activated, if the Customer wishes to terminate a particular Order Form at the end of the Initial Term, then the Customer must provide the Service Provider with 90 days written notice prior to the Initial Term end date of that Order Form. Unless agreed specifically with the Customer, all contracts are 'renewable' contracts. This means that at the end of the Initial Term it becomes a 12 month renewable contract. The Customer can only terminate this if the Customer provides the Service Provider with 90 days written notice prior to the Initial Term end date or 90 days' written notice prior to each of the subsequent 'renewal' periods.
- 6.9 If the Customer wants to end any part of the Services or the contract early (during the Initial Term or any subsequent renewal period), the Customer will be liable to pay the Service Provider an early termination fee. If the contract is terminated by the Customer prior to the end of the Initial Term, or subsequent renewal period where that period has commenced, then 100% of the charges for the Services for the remainder of the Initial Term or subsequent renewal period are payable in full. The value of the Services will be based upon the average of the last three months' invoices issued by the Service Provider prior to the receipt of notice of termination.
- 6.10 Any charges levied on the Service Provider by Third Party Suppliers relating to terminated services shall be passed on to the Customer.

## **7 SURVEY AND INSTALLATION**

- 7.1 As soon as reasonably practicable following the acceptance of the Order Form, the parties shall mutually agree in writing a date on which the Service Provider, or one of its Contractors, shall visit the Premises during Normal Business Hours to carry out the Survey and the Service Provider shall use all reasonable endeavours to ensure that the Survey is carried out on such date or as soon as reasonably practicable thereafter.
- 7.2 In accordance with Clauses 3.2 - 3.6, as soon as reasonably practicable following confirmation of the Excess Construction Charges (ECCs) in accordance with clause 6.3 and 6.4, the parties shall mutually agree in writing:
- 7.2.1 a date (the "Installation Date") on which the Service Provider shall deliver the Equipment to the Premises and install it on the Premises during Normal Business Hours so as to allow for the activation of the Line(s) (the "Installation"); and
- 7.2.2 a date, in respect of each Line (and following its Installation Date), on which the Line shall be activated, and the Initial Term shall begin.
- 7.3 The Customer shall, in advance of the Installation Date:
- 7.3.1 prepare the Premises in accordance with the reasonable instructions of the Service Provider or any of its Contractors;
- 7.3.2 make available a suitable place and conditions for the Equipment to be installed in accordance with any directions communicated by the Service Provider or any of its Contractors;
- 7.3.3 ensure the provision, at no charge to the Service Provider, of a sufficient supply of electricity to power the Equipment; and

7.3.4 pay the Connection Charge, whereupon the Service Provider shall carry out the Installation and activate the Line(s) in accordance with Clause 6.2.

7.4 The Customer hereby acknowledges that an Installation may involve the need for minor structural alterations to the Premises and authorises the Service Provider and/or its Contractors to carry out such alterations and hereby warrants that it has full right, power and authority to provide such authorisation and the Customer shall indemnify the Service Provider against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, profits, loss of reputation and all interest penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Service Provider arising out of or in connection with any breach of the warranty provided by the Customer in this Clause 7.4.

7.5 After an Installation is completed, it is the Customer's responsibility to restore the Premises to the condition it was in prior to the Installation, including any re-decoration and cleaning that may be required. The parties acknowledge that the Service Provider shall not be liable to the Customer for any liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, profits, loss of reputation and all interest penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Service Provider arising out of or in connection with any damage to the Customer's property arising in the course of the Survey or Installation, save for those arising from death or personal injury caused by the Service Provider's negligence or that of its employees or any of its Contractors or any other liability which cannot be limited or excluded by applicable law.

## **8 EQUIPMENT**

8.1 Following any Installation, the Customer shall be responsible for the Equipment and must not add to, modify or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by the Service Provider) to do so. The Customer will be liable to the Service Provider for any loss or damage to the Equipment, except where such loss or damage is due to fair wear or tear or is caused by the Service Provider or any of its Contractors.

8.2 The Customer must ensure that any equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety or security procedures and performs to published specifications for such equipment.

8.3 The Customer must ensure that any equipment which is attached (directly or indirectly) to the Services, is technically compatible with the Services and approved for that purpose under any relevant legislation.

8.4 Except as may be otherwise specifically provided under this Product Schedule, the obligations and responsibilities of the Service Provider under this Product Schedule are solely to the Customer and not to any third party. To the extent permitted by law, and subject to the limitations of liability in the Framework Agreement, the Customer will indemnify the Service Provider against any liabilities or costs arising from and all claims by any third party in connection with the use of the Services.

## **9 MAINTENANCE**

- 9.1 The Service Provider shall provide such preventative and corrective maintenance services during Normal Working Hours as it reasonably considers necessary for the proper functioning of the Service.
- 9.2 If the Customer detects any defect or impairment in the operation or performance of the Service, the Customer must notify the Service Provider's Service Desk of the nature of such defect or impairment.
- 9.3 The Service Provider will be entitled to charge, and the Customer will pay a service fee at the Service Provider's then current charging rates in the event that the need for any maintenance results from any one or more of the following:
  - 9.3.1 Misuse or neglect of or accidental or wilful damage to the Equipment, and/or Service; or
  - 9.3.2 Accidental or wilful disconnection of the Equipment, and/or Service; or
  - 9.3.3 Your failure to comply with any of the provisions of the Agreement; or
  - 9.3.4 Fault in, or other problem associated with, any telecommunications system not run by the Service Provider or in the Customer Apparatus; or
  - 9.3.5 Faults of a minor or intermittent nature which do not significantly affect the provision of the Service.

## **10 FORCE MAJEURE**

- 10.1 In the event of:
  - 10.1.1 a refusal or delay by a third party to supply a telecommunications service to the Service Provider or where there is no alternative service available at a reasonable cost; or
  - 10.1.2 the Service Provider being prevented by restrictions of a legal or regulatory nature from supplying the Services;

the Service Provider will have no liability to the Customer for failure to provide the Services.
- 10.2 If any of the events detailed in clause 10.1 continue for more than three calendar months, either party may serve notice on the other terminating the affected part of the Services, without liability to the other party.

## **11 VARIATION**

- 11.1 Unless otherwise set out in this Product Schedule any variation to the Product Schedule shall be agreed by the Parties in writing.
- 11.2 Notwithstanding Clause 11.1 the Service Provider reserves the right to amend or vary the Product Schedule, by giving the Customer 30 days' written notice thereof.
- 11.3 If the Customer requests and the Service Provider agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, the Customer must complete such formalities as the Service Provider shall require giving effect to such a change and the Customer must pay to the Service Provider its then current charges for such change and to reflect such change the Service Provider may without notice revise the Charges.

- 11.4 Subject as stated in this Clause, the Service Provider may vary the Service from time to time, provided that the new service will have at least equivalent functionality and service levels to the original Service.
- 11.5 The Service Provider may otherwise modify or cancel the Service, or part of a service, for a number of reasons including end of life, in the event that the Service Provider's Third-Party Suppliers' services are altered so as to affect the provision by the Service Provider of the Service or there is a technical or regulatory reason to do so.

Signed for and on behalf of .....  
**The Service Provider**

Name :  
Job Title :

Signed for and on behalf of .....  
**The Customer**

Name :  
Job Title :

## Appendix 1: Definitions

Terms used in this Product Schedule shall have the meanings given to them in Clause 1 of the Framework Agreement, save as set out in the definitions below and as otherwise defined in the Order Form:-

<b>“Charges”</b>	means all charges as specified on the relevant Order Form and as defined in accordance with Clause 6;
<b>“Commencement Date”</b>	has the same meaning as Service Commencement Date and has the meaning given to it in Clause 2.1;
<b>“Contractor”</b>	means any third party with whom the Service Provider contracts in order to provide the Services;
<b>“Equipment”</b>	means the equipment necessary to provide the Services that requires installation at the Premises;
<b>“Excess Construction Charges”</b>	means additional costs highlighted at Survey related to the process of delivering the connection to the Customer’s premises;
<b>“Installation”</b>	has the meaning given to it in Clause 7.2.1;
<b>“Installation Date”</b>	has the meaning given to it in Clause 7.2.1;
<b>“Line”</b>	means each data line provided to the Customer as part of the Services in order to provide it with access to the internet as further set out in Schedule 1;
<b>“Initial Term”</b>	means, the Minimum Contract Period as specified in the Order Form;
<b>“Order Form”</b>	means a document setting out details of the Services and any Deliverables to be provided to the Customer; a signed quotation can constitute an Order Form;
<b>“Service Commencement Date”</b>	has the meaning given to it in Clause 5.1;
<b>“Services”</b>	means the Services as specified on the Order Form;
<b>“Survey”</b>	means a survey of the Premises to ascertain the scope of work required for the Installation;



## Appendix 2: Service Performance

### Appendix 2.1 Service Performance: Nebula Connectivity

Service Performance measures may vary in accordance to the relevant Service Description applicable to the Services provided in accordance with this Product Schedule.

#### Service Level Performance Measures

AdEPT will provide the AdEPT Nebula Network connectivity services so that they meet or exceed the Service Levels detailed in this SLA.

##### i) Service Availability

Service Availability is a measure of network uptime, measured each month as a rolling twelve-months average. Availability is a measure of service availability. Where sites have resilient connections and a failure is deemed to occur in one connection, provided the Customer site is served by one available connection without downtime or service degradation, service availability is measured as being up.

##### ii) Incident Repair

Incident repair is a measure of time to resolve an incident from the point the incident is raised and logged. Measured against specific times to repair, performance thresholds apply on a monthly basis. The following definitions apply to Incidents:

Levels	Description of impact of Incident
Severity 1	<ul style="list-style-type: none"><li>Loss of interconnect between the AdEPT Nebula Network and the internet that results in a loss of connectivity for one or more Customer Sites</li></ul>
Severity 2	<ul style="list-style-type: none"><li>Loss of all resilience for the Customer</li><li>Loss of connectivity for a Customer, where no resilience is provided.</li><li>Loss of all resilience between the AdEPT Nebula Network and the Internet</li><li>Network performance degradation impacting all available connections to the Customer</li><li>Critical impact on the ability of the Customer to carry out its statutory obligations</li></ul>
Severity 3	<ul style="list-style-type: none"><li>Network performance degradation impacting a single connection</li><li>Some specific network functionality is lost or degraded, such as loss of redundancy, reduce performance impact.</li></ul>
Severity 4	<ul style="list-style-type: none"><li>Loss of connectivity for Broadband (DSL, FTTC) services</li><li>Issues that do not have a direct impact to the service</li><li>A functional query or fault that has no business impact on the Customer</li></ul>

## Service Level Performance Measurements

Service Level Performance Measurements					
Parameter	Dual Fibre : Primary/ Secondary (Diverse Carriers)	Dual Fibre : Primary/ Secondary (Single Carrier)	Resilient Fibre : Fibre Primary with non-Fibre Secondary	Non-Resilient Fibre	Non-Resilient Copper (FTTC, EFM)
<b>Service Availability</b>					
Target	99.99%	99.99%	99.90%	99.00%	95.00%
Threshold	99.95%	99.95%	99.00%	98.00%	90.00%
Failure Threshold	95.00%	95.00%	95.00%	90.00%	85.00%
<b>Incident Repair*</b>					
Severity 1	5 hours	5 hours	8 hours	8 hours	24 hours
Severity 2	8 hours	8 hours	8 hours	8 hours	24 hours
Severity 3	24 hours	24 hours	24 hours	24 hours	48 hours
Severity 4	72 hours	72 hours	72 hours	72 hours	72 hours
Target	100%	100%	100%	95%	90%
Threshold	95%	95%	95%	85%	80%
Failure Threshold	75%	75%	75%	70%	70%

\* Incident Repair times are set in alignment with the carriers used by AdEPT.

## Definitions

- Service Level (SLA) Target means the target performance
- SLA Threshold means the target threshold performance.
- SLA Failure Threshold means the level below which Service Credits apply
- Service Period means the discrete, continuous four-week period. Each Service Level is measured as a monthly average on a 24/7/365 basis.

## Service Credits

Service Credits are payable by AdEPT to the Customer for failure to meet the Service Performance Level Threshold in relation to a Service Level.

Service Credits are applicable for the following Service Level Performance Measures:

- Service Availability
- Incident Repair

Service Credits are provided when actual performance is lower than the SLA Failure Threshold. The Service Credit amount is calculated as the difference between actual performance and the SLA Failure Threshold multiplied by the month period charges for the services affected.

The worked example below illustrates.

		Service Availability			Incident Repair		
		Dual Fibre : Primary/Secondary (Diverse Carriers)	Dual Fibre : Primary/Secondary (Single Carrier)	Resilient Fibre : Fibre Primary with non-Fibre Secondary	Dual Fibre : Primary/Secondary (Diverse Carriers)	Dual Fibre : Primary/Secondary (Single Carrier)	Resilient Fibre : Fibre Primary with non-Fibre Secondary
Threshold	A	99.95%	99.95%	99.00%	95.00%	95.00%	95.00%
Failure Threshold	B	95.00%	95.00%	95.00%	75.00%	75.00%	75.00%
Actual	C	90.00%	90.00%	90.00%	70.00%	70.00%	70.00%
Failure Threshold-Actual	X=B-C	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Period charges for the affected services	Y	£1,000	£1,000	£1,000	£1,000	£1,000	£1,000
Service Credit calculation	X*Y	£50.00	£50.00	£50.00	£50.00	£50.00	£50.00

Service Credits are capped at 25% of the monthly charges of the affected services.

### Park Time

Park time is the period in which AdEPT is unable to progress the restoration of a service without further contact with the Customer. These include but are not limited to:

- Fault being passed back to the Customer for testing
- Fault repaired and passed back to Customer for verification
- Further diagnostic information required from the Customer
- Inability to contact the Customer to progress resolution
- Lack of access to the Customer premises (On site only)

provided in each case that AdEPT has used reasonable endeavours to obtain any further support (including information and access from the Customer).

Park Time will be excluded from the total incident timeline when calculating the SLA and any associated Service Credits.

### Repeat Failure

If a Service Failure Threshold is breached, any subsequent incident on the applicable connection resulting in a breach of the Service Level Threshold will result in an uplift to the applicable Service Credit by a factor of 1.5 times, where that subsequent incident is within the same measurement period or the following two consecutive measurement periods.

## Key Service Performance Indicators (KPIs)

AdEPT will carry out its obligations in a manner so that AdEPT shall meet or exceed the following supporting KPIs for Incident response:

Incident KPIs	
<b>Severity 1 Incident</b>	
Response	Reported by the Customer by telephone, Adept will confirm receipt immediately or within 20 minutes.
On-site	<ul style="list-style-type: none"> <li>▪ Immediate diagnostics. Escalate to carrier within 15 minutes.</li> <li>▪ Field Engineer dispatched within 30 minutes of confirmation of hardware related issue.</li> <li>▪ Escalation to 3rd line engineer if no resolution or workaround identified within 2 hours.</li> </ul>
<b>Severity 2 Incident</b>	
Response	Reported by the Customer by telephone, Adept will confirm receipt immediately or within 30 minutes.
On-site	<ul style="list-style-type: none"> <li>▪ Immediate diagnostics. Escalate to carrier within 30 minutes.</li> <li>▪ Field Engineer dispatched within 1 hour of confirmation of hardware related issue.</li> <li>▪ Escalation to 3rd line engineer if SLA in jeopardy of breach</li> </ul>
<b>Severity 3 Incident</b>	
Response	Reported by the Customer by telephone, email or online, Adept will confirm receipt within 30 minutes
On-site	<ul style="list-style-type: none"> <li>▪ Escalation to carrier following initial diagnostics.</li> <li>▪ Field Engineer dispatched within 4 hours of confirmation of hardware related issue.</li> <li>▪ Escalation to 3rd line engineer if SLA in jeopardy of breach</li> </ul>
<b>Severity 4 Incident</b>	
Response	Reported by the Customer by telephone, email or online, Adept will confirm receipt within 60 minutes.
On-site	<ul style="list-style-type: none"> <li>▪ Escalation to circuit supplier following initial diagnostics.</li> <li>▪ Field Engineer dispatched within 4 hours of confirmation of hardware related issue.</li> <li>▪ Escalated to 3rd line if SLA in jeopardy of breach</li> </ul>

AdEPT will carry out its obligations in a manner so that AdEPT shall meet or exceed the following supporting KPIs for the delivery of connections to new sites:

Order KPIs	
Order Validation	- Within 3 days of receiving an order from the Customer
Order Placement with the Carrier	- Within 2 days of confirming a clean order
Planning and Survey	- Within 24 days of placing the order with the carrier
Handover	- Within 5 days of circuit delivery by the carrier

### Appendix 3: Specific Terms

(Specific terms related and in addition to the Product Schedule to be completed as required)

Order Ref:

Site Address

Initial Term