



Service Document for Connectivity Services



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1. Document Purpose

This document describes Fish Networks's Cloud & IT and Data Centre Services portfolio, their service level agreements and the service-specific terms and conditions that apply, in addition to , or in lieu of (as designated herein) the General Terms and Conditions of the Partner's Master Partner Reseller Agreement with Fish Networks (the "General Terms"). Capitalised terms used in this Service Document which are defined in the General Terms or the Additional Terms set out herein shall be afforded their defined meanings throughout this Service Document. Each service within the portfolio is set out in a separate Service Definition attached as a schedule.

2. Service Delivery and Acceptance

The Service Delivery Team (SDT) will provide regular progress reporting. All activities related to service delivery are scheduled within Normal Business Hours. If the Parties agree to re-schedule these outside of Normal Business Hours, additional charges may apply. The SDT will notify the Partner by email that the Service(s) is ready to be used. Where applicable to a Service, acceptance tests are set out in the relevant Service Definition. All Target Service Commencement Dates herein are estimated. 3

3. Service Support

3.1 Fault Management

Save where specified otherwise in the applicable Service Definition, Fish Networks will monitor the Connectivity Services' performance 24 x 7 x 365. In the event of a fault, an incident ticket will be raised by Fish Networks. Information regarding how to contact Fish Networks's Customer Support Centre and fault reporting can be found in the "Customer Support Handbook", copy available upon request from Fish Networks. Fault resolution shall be undertaken on a 24 hour a day, 7 days a week basis.

3.2 Site Moves

Fish Networks will, if it is technically possible to move the Services from a current End User Site to a new End User Site, provide a quotation to the Partner

3.2 Planned and Emergency Works

Fish Networks will aim to provide at least 14 days' notice via email of any planned works. Fish Networks reserves the right to carry out emergency works at any time, without notice. Additional service-specific support and maintenance information is provided in the Service Definition, where applicable

4. Service Commencement Dates and Usage Charges

4.1 Service Commencement Dates

Except as otherwise agreed in the Contract, the Service Commencement Date for a Service for (i) single site Service, is the date on which that Service is handed over and



(ii) multiple-Site Services is the date on which that Service has been handed over for at least two (2) Sites. For centralised services shared by multiple Sites (i.e. Centralised Firewall, SSL VPN Service etc.), the Service Commencement Date is the date on which that Service has been handed over and is accessible from at least one (1) Sites.

4.2 Burst Bandwidth

Where burst bandwidth charges apply, Fish Networks will measure bandwidth usage in five minute intervals. At the end of each billing cycle, all data samples will be sorted from highest to lowest and the top five percent (5%) of measurements will be discarded. The highest remaining data sample will then constitute the bandwidth usage level for that particular billing cycle. Burst usage is the amount of bandwidth usage for the particular billing cycle exceeding the committed information rate. The usage charge will be calculated using the rate per Mbps of burst bandwidth shown on the Order Form.

4.3 Excess Usage

For certain services the Reseller may be provided with a maximum amount of usage in return for the Annual Charge, yet retains the ability to use additional resources over and above, subject to Usage Charges. Where this applies it will be specified within the applicable Service Definition along with details on how to obtain a copy of the current Rate Card. Fish Networks shall be entitled to revise the Rate Card on not less than thirty (30) days' notice to the Partner, upon expiry of which the revised Rate Card shall apply in lieu of the previous version.

5. **Service Credits**

5.1 Service Availability

The target availability service level for each Service is provided in the relevant Service Definition. Availability is calculated on a calendar monthly basis using a 730 hour month

Non-availability is measured from the time an incident ticket is raised to the time the service is restored and the incident ticket is closed by Fish Networks. All references herein to the Monthly Charge are to the Annual Charge divided by twelve (12).

5.2 Service Credit Rules

Fish Networks shall have no liability for any failure to meet any target service levels due to, or as a result of, any of the following reasons:

- Any Force Majeure Event;
- Suspension of service in accordance with the Contract;
- Partner and/or End User default or delay, or any negligent, wilful or reckless act, fault or omission by the Partner and/or the End User, or any users of the Service for whom the Partner/End User is responsible pursuant to the Contract;
- Partner or End User-provided or supported equipment; and/or
- Access issues and delays along the route of the Service(s) or at the End User Sites

5.3 How to Claim

Service credit claims must be submitted to finance@networkfish.com within thirty (30) calendar days of the end of the calendar month in which the failure to meet the



target service level occurred. Any service credit claims not raised by the Partner within this period are irrevocably waived. If service credits claimed are rightly due, they shall be calculated in accordance with relevant Service Definition and this section (such service credits being a genuine pre-estimate of loss, not a penalty and not unconscionable) and shall be applied to the Partner's account. Partners shall not make a double claim under the Contract. Service credits are the Partner's sole and exclusive remedy with respect to any failure to meet any target service levels.

6. **Additional Terms**

The following terms and conditions apply to all Connectivity Services in addition to the General Terms.

6.1 DEFINITIONS

6.1.1 In this Service Document, the following terms shall have the meanings assigned to them below: "End User Networks" the networks, equipment, and cabling at the End User Site(s), to which the Service(s), Fish Networks Equipment or Purchased Equipment will be connected. "End User Premises Equipment (EUPE)" Fish Networks Equipment located at the End User Site(s). "Permissions" the permissions granted to a telecommunications operator pursuant to the Communications Act 2003 or, in relation to any non-UK services, any regulatory framework applicable to the Service(s) in the country of provision.

6.2 **SERVICE PROVISION**

6.2.1 Provision of Smart Wires Service(s) and Off-Net Circuits and the Charges for Smart Wires Services and Off-Net Circuits are subject to site survey following order placement.

6.2.2 Fish Networks (and/or its suppliers) will conduct End User Site survey(s) to ascertain whether cabling and/or associated infrastructure is required to be installed at the End User Site(s) in order to provision the Smart Wires Service(s) and/or Off-Net Circuits and as a result additional costs (known as "ECC's" or "Excess Construction Costs") apply. Where a Site Survey is ordered on the Order Form, Fish Networks's obligations in respect of the same will be limited to the activities set out in this Clause plus advisement of the site survey findings to the Partner.

6.2.3 Where ECC's apply, Fish Networks will submit to the Partner a Change Order detailing what additional works are required and the Charges payable.

6.2.3.1 Any signed Change Order shall supplement the original Order Form and together they will be considered to comprise one single Order Form (with the details on the Change Order taking precedence in the event of conflict).

6.2.3.2 If the Partner does not sign and return a Change Order detailing ECCs within five (5) Working Days of submission by Fish Networks, the original Order Form in so far as it pertains to the End User Site(s) that are the subject of the detailed ECCs will immediately be considered cancelled without liability on the part of either Party.



6.2.4 Following the completion of an End User Site survey and, if required, the signing of a Change Order, Fish Networks will advise any required changes to the Target Service Commencement Date to the Partner.

6.2.5 To enable Fish Networks to provide the Smart Wires Service(s) and/or Off-Net Circuit(s), the Partner shall:

6.2.5.1 prepare (or procure the preparation of) the End User Site(s) and the End User Networks in accordance with Fish Networks's reasonable instructions; and

6.2.5.2 (save where the Partner has contracted with Fish Networks for an installation service, such as Smart Install) connect (or procure the connecting of) any tail circuits to the EUPE (where the Partner is responsible for doing so) in accordance with Fish Networks's reasonable instructions; and

6.2.5.3 procure (and be responsible for the cost of procuring) any third party consents that may be required for Fish Networks (and/or its contractors and suppliers) to install and retain the Service(s) and, if applicable, the Fish Networks Equipment at the End User Site(s), including without limitation, any landlord wayleave consents.

6.2.6 Failure or delay of the Partner to install and/or connect any EUPE shall not result in any delay to the Service Commencement Date or the Partner's obligation to pay the Annual Charge.

6.2.7 Fish Networks and its suppliers, in accordance with best industry practice, operate a two-week network freeze during late December and/or early January and consequently, no Service(s) can be handed-over or changes effected to existing Service(s) during this period and lead-times shall be extended accordingly. For the avoidance of doubt, existing Service(s) will continue to be provided and supported as usual during the network freeze.

6.2.8 Fish Networks reserves the right to suspend the Service(s) temporarily in order to protect the Fish Networks Network in the event that the Partner/End User has been notified of an impending Denial of Service attack or other act of cyber-terrorism.

6.2.9 In respect of Smart Wires Services to be provided, the Partner may at any time prior to the handover of the access circuit to Fish Networks by the underlying supplier, request that provisioning of the Service is placed on temporary hold (an "On Hold Request").

6.2.9.1 In the event that Fish Networks agrees in writing (including via email) to the On-Hold Request, the relevant Smart Wire Service(s) shall be placed on hold for a period not to exceed ninety (90) calendar days (the "Maximum On Hold Period").

6.2.9.2 The Partner may at any time request in writing (including via email) that the Smart Wire Service(s) be taken off hold, whereupon Fish Networks shall continue to provision the same.



6.2.9.3 If a Smart Wires Service is not taken off hold pursuant to Clause

6.2.9.2 above prior to the expiry of the Maximum On Hold Period, the order that Fish Networks has placed with the underlying supplier for the relevant access circuit will be automatically terminated and: (i) the Partner shall be liable to pay Fish Networks any costs levied on Fish Networks by the underlying supplier as a result of the termination of the order plus one hundred pounds (£100); and (ii) Fish Networks shall place a new order with the underlying provided for the relevant access circuit.

6.2.9.4 The process set out in Clauses 6.2.9 to 6.2.9.3 above may be repeated without restriction on the number of times, but the Charges set out in Clause 6.2.9.3 at point (i) above will apply on each occurrence.

6.2.9.5 Nothing in this Clause 6.2.9 shall oblige Fish Networks to agree to any On-Hold Request.

6.2.9.6 The above is without prejudice to Fish Networks's right to invoice the Annual Charges from the Target Service Commencement Date as set out in the General Terms.

6.3 ABORTED END USER SITE VISITS AND EXPEDITE FEES

6.3.1 In respect of Smart Wires Service(s) and Off-Net Circuits, the Partner shall reimburse Fish Networks for any charges levied on Fish Networks by the relevant tail circuit supplier as a result of that tail circuit supplier not being given access to an End User Site as previously arranged and agreed with the Service Document for Connectivity Partner/End User. The Partner shall be entitled to see reasonable documentary evidence attesting to such incurred charges for aborted End User Site visits by the tail circuit supplier.

6.3.2 In respect of new circuit provision (Smart Wires, Offnet Circuits etc), the Partner may have the option to expedite delivery through the payment of an Expedite Fee. Where an Expedite Fee appears on the Order Form, Fish Networks will request an expedited delivery with the underlying provider. This will generally result in the circuit(s) getting a higher priority for planning/installation in order to achieve an earlier delivery date(s). Generally applying an expedite can reduce lead-time by around a third. When an Expedite Fee has been added to the Order Form, the Partner should be aware that this may mean short notice appointments and evening/weekend working and the Partner agrees to facilitate (and shall procure that the End User facilitates) the same.

6.4 FEES AND PAYMENT

6.4.1 Where there is a further Non-Recurring Charge (NRC) as a result of a Change Order (such as ECCs), such further NRC shall become invoiceable immediately upon signature of the relevant Change Order.

6.4.2 As from the Service Commencement Date, the Annual Charge and the Usage Fees shall, subject to Clause



6.4.3 below, be firm and fixed for the duration of the Initial Term. 6.4.3 Fish Networks shall be entitled to increase the Annual Charge:

6.4.3.1 where Fish Networks can reasonably demonstrate that such an increase is due to an increased cost of providing the Service(s) solely caused by a legal or regulatory change (including a regulated price increase by a supplier). Fish Networks will provide at least thirty (30) days' notice of any increase in the Annual Charge due to regulated price increases. Any such increase will not exceed the increased cost incurred by Fish Networks in providing the Service(s). Fish Networks will provide reasonable documentary evidence to support such price increase to the Partner, upon request and/or

6.4.3.2 in line with inflation (where any such increase shall be limited to the change in the UK Retail Price Index (or any materially-equivalent replacement index) since signature of the Contract (in the case of the first such inflationary increase) or since any previous inflationary increase (in the case of any subsequent inflationary increases) on thirty (30) days' notice.

6.5 **ADDITIONAL PARTNER OBLIGATIONS**

6.5.1 The Partner shall supply (or procure that the End User supplies) at its cost on an on-going basis, all space, power supplies, cables, trunking, electricity and air-conditioning as are required to receive the Service(s) and ensure the correct operation of the EUPE.

6.6 **TERM AND TERMINATION**

6.6.1 With respect to Clause 12.6 (b) of the General Terms, any further NRC committed to through a signed Change Order shall be recoverable as part of the Termination Payment. This Clause shall survive termination and continue in full force and effect.

6.7 **IMPOSED AMENDMENTS**

6.7.1 Fish Networks shall have the right, by serving notice to the Partner, to amend the Contract at any time when this is required to comply with any regulations or requirements imposed upon Fish Networks or its suppliers under its Permissions.

6.8 **PORTAL SECURITY**

6.8.1 The Partner/End User has the sole responsibility for putting in place and maintaining the controls that they require around the ability of persons to log into Fish Networks portals via their log-in details. The Partner/End User must use best industry practice for selecting and regularly changing passwords.

6.9 **COMPLAINTS PROCEDURE**

6.9.1 Details of Network Fish's terms and conditions are available at <https://networkfish.com/terms-and-conditions/> and how to get in touch.