

## EFM Broadband Services Annex

### — Section One: Terms and Conditions —

#### I. General

I.1. The terms set out in this Annex form part of our Standard Terms (which are comprised of the Main Body Terms, available at [www.gradwell.com/terms-conditions/](http://www.gradwell.com/terms-conditions/), and all relevant Annexes). The terms in this Annex apply whenever you buy our ‘ethernet in the first mile’ or ‘EFM’ broadband service providing connectivity to the Internet (“EFM Broadband Services”). Any conflict between the Main Body Terms, the Annexes and/or any other document expressly referred to in the Standard Terms will be determined in accordance with clause 19.8. This Annex does not apply to any other type of broadband connectivity service that we sell.

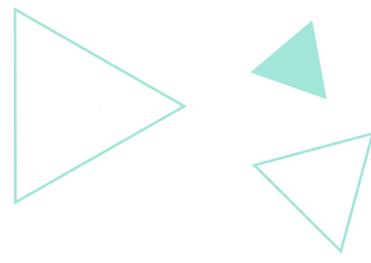
I.2. All definitions used in the Main Body Terms apply to this Annex.

I.3. Any reference to a “clause” is to a clause of the Main Body Terms. Any reference to a “paragraph” is to a paragraph of this Annex.

I.4. Other definitions that appear only in this Annex have the meanings set out below:

- “Activation Date” has the meaning given to it in paragraph 2.14;
- “Additional Site Visit” has the meaning given to it in paragraph 2.9;
- “Install Date” has the meaning given to it in paragraph 2.12;
- “Additional Construction Work” has the meaning given to it in paragraph 2.9;
- “Excess Construction Charge” has the meaning given to it in paragraph 2.9;
- “Four Pair” means an EFM Broadband Service using four pairs of copper telephone lines as described in paragraph 1.7;
- “Installation Charge” has the meaning given to it in paragraph 3.1.1;
- “Installation Specification” has the meaning given to it in paragraph 2.2;
- “Method of Work” has the meaning given to it in paragraph 2.12;
- “Site” means the premises at which your EFM Broadband Service will be installed and used;
- “Site Survey” has the meaning given to it in paragraph 2.2;
- “Two Pair” means an EFM Broadband Service using two pairs of copper telephone lines as described in paragraph 1.7;

I.5. Details of the features and functionality of the different EFM Broadband Services listed in paragraph 1.1 are as described on the Website, or in promotional material that we may produce from time to time.



1.6. We may from time to time amend the Standard Terms, Charges or Services in accordance with clause 14. Whenever we make such changes, we will update the Website to reflect this.

1.7. Our EFM Broadband Service uses either two or four pairs of conventional copper telephone lines which are bonded together to provide Internet connectivity which is faster and more resilient. The download and upload data transfer speeds associated with our EFM Broadband Services are the same.

## **2. Order process**

2.1. Some premises within the UK are unable to receive our EFM Broadband Service. Your ability to receive the Service is principally determined by the capabilities of your nearest telephone exchange and your distance from it.

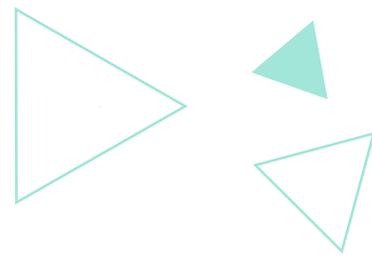
2.2. To order an EFM Broadband Service, you will need to contact our sales team by calling our advertised sales number or requesting a call back via the Website. Our sales team will discuss the Service with you in more detail and take information from you to determine whether you are able to receive the EFM Broadband Service. Based on the information you give us, we will let you know whether you can receive the Service, as well as the data transfer speeds you can expect (this document being an “Installation Specification”). If you wish to proceed with the order, you must complete and send to us the relevant Order Form within 14 days of us sending to you the Installation Specification. We may also ask you to send us a signed copy of this Annex within the same time period. On receipt of your Order Form, we will review your order and pass to Openreach information about the intended Site so that Openreach can determine whether or not a survey of the location (“Site Survey”) is required.

2.3. Where Openreach confirm that a Site Survey is required, the order process will be handled in accordance with paragraphs 2.8 to 2.11 inclusive, before installation proceeds in accordance with paragraphs 2.12 to 2.14 inclusive.

2.4. Where Openreach confirm that a Site Survey is not required, we will process your order in accordance with clause 4.6 and issue an Order Confirmation. Your order will then proceed in accordance with paragraphs 2.12 to 2.14 inclusive.

### **Engineer appointments and missed appointment charges**

2.5. It will be necessary for an Openreach engineer to visit your Site at least once to physically install the Service. Depending on the exact location of your Site and the proposed configuration of the Service, other engineer visits may be necessary for a Site Survey and Additional Construction Work to be completed.



2.6. In each case that an engineer appointment is required, we will try to accommodate your timing requirements for the appointment, but it is ultimately dependent on Openreach’s engineer availability and we can give you no guarantee or assurance that the appointment will occur on your chosen date or time. You must provide us with details of two authorised persons (each a “Site Contact”) who can grant the Openreach engineer access to the line installation point of the Site during the appointment. At least one of the Site Contacts must be present during the appointment, and they must act in accordance with the engineer’s reasonable instructions. You may request an engineer appointment outside of working hours (these being 9 AM to 5 PM Monday to Friday, excluding all public holidays in England) which are chargeable at the following rates:

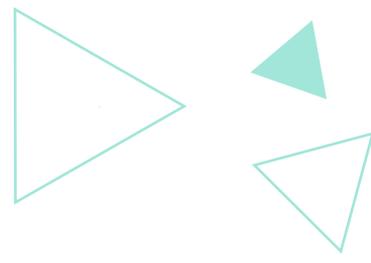
| Feature   | Normal Working Day, outside Working hours | All other times except Sundays and Public / Bank Holidays | Sundays and Public/ Bank Holidays |
|---|---|---|-----------------------------------|
|   | GBP (ex. VAT)                             | GBP (ex. VAT)   | GBP (ex. VAT)                     |
| <b>Visit plus up to 1 hour’s work</b>                   | 120                                       | 150   | 180                               |
| <b>Additional hours (or part thereof)</b>               | 60  | 90  | 120                               |
| <b>Supplementary charges (per hour or part thereof)</b> | N/A                                       | 30  | 60                                |

The charges set out in the above table may change from time to time as a result of changes to the charges imposed on us by our wholesale suppliers. Where this occurs, we will notify you of the applicable charge before you place your order. The above charges may also change as a result of changes to relevant Law or because of a decision made by a competent regulatory authority. Where this occurs, in accordance with clause 14.6, we will use our reasonable endeavours to give you written notice of the relevant change before the revised charge takes effect.

2.7. Where we inform you in advance that an engineer appointment will require Site access, if neither of the Site Contacts are present to give the Openreach engineer that access, and you have not cancelled the appointment by email at least 48 hours in advance, we will charge you a missed appointment charge of £90.00 plus VAT (or another figure that we notify you of in advance).

### Site Surveys and Additional Construction Work

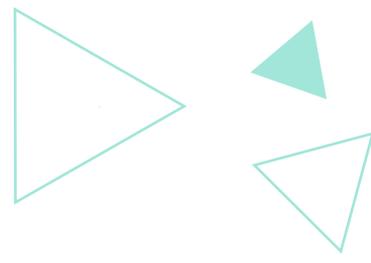
2.8. We will let you know by email if Openreach determine that a Site Survey is required and an appointment will be arranged in accordance with this Annex. Occasionally, more than one Site Survey may be required.



2.9. Once the Site Survey has been carried out, Openreach will notify us of any additional work that they must complete as part of installing the EFM Broadband Service at the Site (“Additional Construction Work”), and of the charge that is payable in relation to the Additional Construction Work (“Excess Construction Charge”). We will then pass these details on to you by issuing you with an invoice for the Excess Construction Charge. You must pay the Excess Construction Charge within 30 days of us giving you details of them. If you do not do this, or if you notify us that you do not accept the Excess Construction Charge, your order will be cancelled. The charge for the first Site Survey will be included in the Excess Construction Charge. If the Site Survey reveals no Excess Construction Charge is payable, there is no charge for the Site Survey. If Openreach determine that subsequent Site Surveys are required, or if an Openreach engineer is required to make additional visits to the Site for another reason (other than the performance of Additional Construction Work or installation work in accordance with paragraph 2.12), each such visit will be charged at £240 plus VAT (“Additional Site Visit”). Where you agree to Openreach carrying out more than one Site Survey prior to us issuing you with an Order Confirmation, a separate Contract will be formed for each additional Site Survey and you will be liable to pay us the charges associated with those additional Site Surveys even if you cancel your order (as more fully described in paragraph 4.2). We will also pass through to you any additional instructions or requests that Openreach might reasonably make where they identify that asbestos or another hazard is present at the Site. The charges set out in this paragraph 2.9 in respect of Additional Site Visits and Site Surveys may change from time to time as a result of changes to the charges imposed on us by our wholesale suppliers. Where this occurs, we will notify you of the applicable charge before the relevant appointment is arranged. The above charges may also change as a result of changes to relevant Law or because of a decision made by a competent regulatory authority. Where this occurs, in accordance with clause 14.6, we will use our reasonable endeavours to give you written notice of the relevant change before the revised charge takes effect.

2.10. The Additional Construction Work can only be carried out once you have paid the Excess Construction Charge. Once you have paid the Excess Construction Charge in accordance with the relevant invoice, we will issue you with an Order Confirmation in accordance with clause 4.6 and the appointment for the Additional Construction Work can be booked. We will try to accommodate your timing requirements for the Additional Construction Work to be carried out, but it is ultimately dependent on Openreach’s engineer availability and we can give you no guarantee or assurance as to your chosen date or time.

2.11. Once the Additional Construction Work has been carried out, Openreach will notify us and we will notify you. In the unlikely event that further Additional Construction Work is needed, you will be notified of the situation and the further work will be scheduled by Openreach. However, if further work is necessary, the Excess Construction Charge will not change from that for which you are originally invoiced.



### **Installation of the EFM Broadband Service**

2.12. We will contact you to arrange a suitable date and time for the EFM Broadband Service to be installed by an Openreach engineer (“Install Date”) and we will confirm to you by email the Installation Charge. On request, we can provide you with detailed information about the work which Openreach typically carry out during the installation of an EFM Broadband Service. If you require specific details of the work that will be carried out at your Site (“Method of Work”), we can arrange for Openreach to provide this, but there is a charge associated with doing so which we will pass on to you. We will ask you to confirm whether you are happy to pay these charges before asking Openreach to provide the Method of Work.

2.13. Once the installation work has been carried out, Openreach will notify us of the outcome and whether further work is necessary. We will pass this information on to you and arrange for any further work that is necessary to be carried out in accordance with paragraphs 2.12 and 2.13.

2.14. Where Openreach informs us that the EFM Broadband Service installation work has been successfully completed, the new line will enter a period of testing which typically takes around 10 – 15 Working Days. When this testing has been completed, we will notify you and provide you with a handover document outlining the technical details of the line and the date on which it is expected to be activated so that the line is made available for use by you (“Activation Date”). On the Activation Date, we will let you know by email once the line has been activated and it has been assigned to your Gradwell account. We will then, in accordance with clause 13.1, issue you with the invoices relating to the installation and for your first period of use of the Service. If you are a new customer, this period will be the first month in which you use the Service starting on the Activation Date. If you are an existing customer, your first invoice will cover the period from the Activation Date until the next monthly anniversary on which you became a Gradwell customer and invoices will be issued on a monthly basis after that.

### **3. EFM Broadband Service charges**

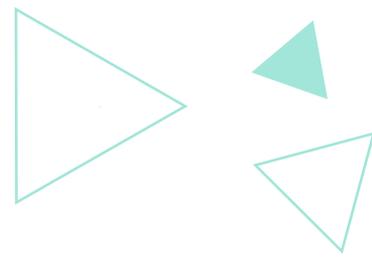
3.1. The charges for your EFM Broadband Service will be broken down into the following elements:

3.1.1. A one-time charge associated with installing your EFM Broadband Service (“Installation Charge”);

3.1.2. An Excess Construction Charge where the Site Survey identifies that Additional Construction Work is required; and

3.1.3. A recurring monthly charge.

3.2. The Installation Charge and the recurring monthly charge will be set out on the Order Confirmation. The Excess Construction Charge will be provided to you separately in accordance with paragraph 2.9.

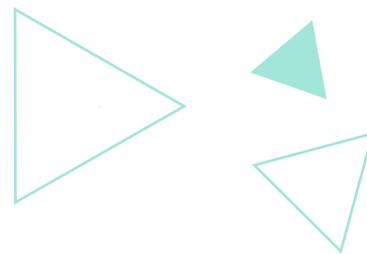


#### 4. Minimum Contract Period for EFM Broadband Service and cancellations

4.1. Our EFM Broadband Services have a Minimum Contract Period of either one year or three years, which you can choose between when you place your order. The Minimum Contract Period will run from the Activation Date.

4.2. The table below outlines the different points at which you may cancel your order prior to the Activation Date and the consequences associated with such cancellations. In all cases, you remain liable for any Additional Site Visits. Any cancellation request must be made by email to the email address [administration@gradwell.com](mailto:administration@gradwell.com) and will only be deemed effective once receipt of the cancellation request has been expressly acknowledged by Gradwell.

| Cancellation circumstances   | Consequences of cancellation   |
|--|--|
| A. As set out in paragraph 2.9, you confirm you do not accept the Excess Construction Charge, or if you fail to pay it within 30 days. | There is no charge providing only one Site Survey was carried out. Each additional Site Survey constitutes an Additional Site Visit and is charged at £240 plus VAT.   |
| B. You cancel your order after we send you the Order Confirmation, but before the Activation Date occurs.                              | We will charge you: <ul style="list-style-type: none"> <li>- For any Additional Construction Work carried out before your order is validly cancelled in accordance with this annex. Where you cancel your order after you have paid the Excess Construction Charge but before all of the Additional Construction Work has been carried out, we will pass through to you any refund we receive from our wholesale supplier in respect of that work not completed. Any refund owing will only be paid once we have received it from our wholesale supplier; and</li> <li>- the cancellation charge if we incur it from our wholesale supplier (currently £1,950); and</li> <li>- the Installation Charge in respect of any charges we incur from our wholesale supplier for installation work carried</li> </ul> |



|  |   |
|--|---|
|  | out before your order is validly cancelled in accordance with this annex. |
|--|---|

4.3. In accordance with clause 15.6, if you cancel your EFM Broadband Service on or after the Activation Date but before the Minimum Contract Period has expired, you will be required to pay an Early Termination Charge. For the avoidance of doubt, the Early Termination Charge will comprise:

- a) Any unpaid element of the Installation Charge; and
- b) The monthly Charges associated with the remaining element of the Minimum Contract Period.

## 5. Broadband equipment

5.1. As part of the engineer installing the EFM Broadband Service, they will connect and leave at the Site a piece of equipment called a “RAD Box” which combines the separate copper pairs to act as one connection. The RAD Box will require an electrical power supply to work. To use the connectivity of your EFM Broadband Service, you must plug your equipment in to the RAD Box using an Ethernet cable.

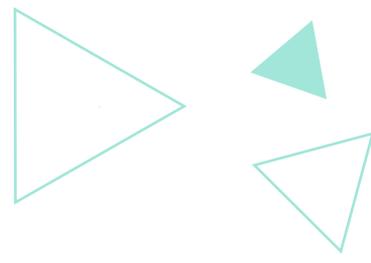
5.2. The RAD Box will remain our property at all times and you must use it in conditions generally acknowledged to be suitable for electronic equipment and treat it with reasonable care.

5.3. You must return the RAD Box to us at the end of your Contract for EFM Broadband Services. We will contact you to arrange for our nominated courier to collect the RAD Box from your Site. If you lose or otherwise fail to return RAD Box in accordance with this Annex, we will charge you £350.00 for each affected RAD Box (or another figure that we notify you of in advance of you submitting your order). We will also charge you £350.00 if, on inspection of the returned RAD Box, we determine (acting reasonably) that you have not used it in suitable conditions or treated it with reasonable care.

## 6. Migrations

6.1. It is not possible to migrate your EFM Broadband Service to another communications provider. If you wish to stop receiving your EFM Broadband Service and receive an equivalent service from another provider, you must cease the Service and terminate the Contract in accordance with the Standard Terms.

## 7. Data transfer speeds



7.1. The data transfer speed you receive through your EFM Broadband Service will depend on the distance of your Site from the relevant telephone exchange, and whether your EFM Broadband Service is Two Pair or Four Pair.

7.2. Details of indicative speeds that our Two Pair and Four Pair EFM Broadband Services can attain at specified distances from notional telephone exchanges will be sent to you on request before you place your order.

7.3. We will notify you of the data transfer speed you will be able to receive from your EFM Broadband Service when we send you the Order Confirmation. On or shortly after the Activation Date, we will be able to provide you with an exact measure of the speed your EFM Broadband Service is receiving.

7.4. If you are not able to reliably receive the data transfer speed we said you would receive on the Order Confirmation within 5 Working Days of the Activation Date, you may cancel the EFM Broadband Service with immediate effect by providing us with written notice (and there will be no obligation in relation to the Minimum Contract Period). You will lose the right to continue using the EFM Broadband Service after you provide us with notice to cancel. If you cancel the Service in these circumstances, you will be entitled to a refund for the Charges you have already paid in relation to the Service except for the Charges associated with the Site Survey and Additional Construction Work (if any). This refund will be paid to you within 30 Working Days of us receiving your written notice to cancel the Service.

## **8. Monthly download allowances**

8.1. Our EFM Broadband Services come with unlimited data transfer allowances for each monthly billing period starting on the Activation Date.

## **9. IP addresses**

9.1. You can choose to receive either 8 or 16 static IP addresses to use in conjunction with your EFM Broadband Service. Subject to their availability, you may choose your desired IP addresses when you place your order for your EFM Broadband Service.

9.2. Your chosen IP addresses may be reassigned to another customer if your EFM Broadband Service is suspended or terminated for any reason under the Standard Terms.

9.3. You can purchase more static IP addresses from us.

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## **10. Moving premises**

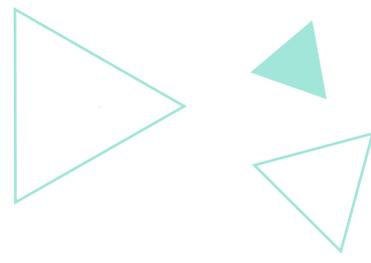
Gradwell Communications Ltd

01225 800 888

Westpoint, James St West, Bath, BA1 2DA

support@gradwell.com

Reg No 3673235  
VAT GB125 4535 28



10.1. If you are moving premises, you must cease your EFM Broadband Service by paying us the Charges associated with the remaining Minimum Contract Period (if any) and giving us the relevant notice set out under clause 15. If you would like to receive our EFM Broadband Service in your new premises, you must place a new order for Services in accordance with the Standard Terms. A new Minimum Contract Period obligation will apply to any new order for EFM Broadband Services.

## — Section Two: Pricing —

### 11. Pricing

11.1. Details of all prices set out on our Website, the Control Panel or on any Quotation are exclusive of VAT.

11.2. The prices for our Goods and Services will be those which:

- a) are set out on the Website at the date on which the Contract is formed; or
- b) where we send a Quotation to you, as set out on the relevant Quotation,

which, in either case, will be confirmed on the Order Confirmation in accordance with the Main Body Terms.

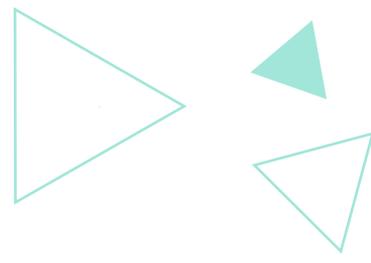
### Core services

11.3. The prices we charge for our EFM Broadband Services depend on whether the Service is a Two Pair or Four Pair and whether you choose a Minimum Contract Period of one year or three years. Details of the core prices we charge will be specified in accordance with paragraph 11.2 above.

11.4. Any other charges which apply to your EFM Broadband Service will be provided to you in accordance with this Annex.

### Add-ons

11.5. Where you require additional IP addresses to those provided with your EFM Broadband Service package, the relevant charge will be set out on the Order Form. Whenever additional IP addresses are requested, we may ask you to explain the reasons behind your request and provide us with a completed form which we will send to you. We reserve the right to refuse (at our sole discretion) any request for additional IP addresses.



— Section Three: Service Level Agreement —

**Gradwell EFM — Service Level Agreement (SLA)**

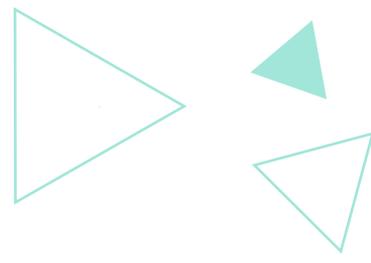
**12. Definitions**

12.1. In this section three, the following terms shall have the meanings set out below. All other definitions used have the meanings given to them in the Standard Terms.

- **“Connectivity”** means that the EFM service is capable of transmitting electronic signals in both directions and is otherwise functioning normally in accordance with the details set out on the Installation Specification and any other details that we subsequently provide to you in accordance with this Annex;
- **“Copper line fault”** means a situation where your EFM service loses Connectivity as a result of a circuit break or another fault within the network of our Wholesale Supplier (determined at their sole discretion);
- **“Excused Outage”** means, in relation to the relevant connection, that it is subject to planned or emergency maintenance, or is affected by an event of force majeure (as defined in the Main Body Terms);
- **“Incident”** means a fault or other problem affecting the EFM service (for reasons other than an Excused Outage) that falls within one of the categories set out in paragraph 15.1 and which has been reported, to and has been acknowledged by us, in accordance with this SLA;
- **“Parked Time”** has the meaning given to it in paragraph 18.1;
- **“Resolution”** or **“Resolved”** shall have the meaning given to it in paragraph 17.1 (and “Resolve” will be construed accordingly);
- **“Support Team”** means the support engineers employed or instructed by Gradwell to provide technical support in relation to the EFM service;
- **“Support Ticket”** means the exchange of a support ticket via email between the Support Team and you, identifiable by a ticket reference number;
- **“Wholesale Supplier”** means the communications provider(s) from whom we purchase EFM connectivity circuits on a wholesale basis for resale.

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**13. Maintenance**



13.1. In the event that it becomes necessary to perform maintenance on the EFM service, we will use our reasonable endeavours to:

13.1.1. provide you with as much notice as possible of the maintenance to be performed (such notice to be communicated by means of the Gradwell status webpage at [www.gradwellstatus.com](http://www.gradwellstatus.com) which you can visit and subscribe to); and

13.1.2. conduct the maintenance in such a way so as to minimise the adverse impact the maintenance might have on you.

#### 14. Service Level commitment

14.1. The commitments we give in respect of the Resolution of Incidents are set out below.

14.2. For Incidents that have been properly brought to our attention in accordance with this SLA, we will use our reasonable endeavours to liaise with our Wholesale Supplier to provide you with technical support focused on remedying the problem within the timescales set out in paragraph 17.2.

14.3. This SLA applies only to EFM service installations which are affected by an Incident after the Activation Date. For the avoidance of doubt, orders that have yet to be completed and are not operationally live are not covered by the commitments given in this SLA. Gradwell gives no service level commitment in respect of the provisioning process for installations of an EFM service.

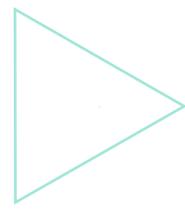
14.4. Gradwell expressly reserves the right to amend, modify or alter the thresholds, metrics, remedies or any other term in this SLA by providing you with 30 days' prior written notice.

14.5. The service level commitments given in this SLA do not apply where the Incident is caused by the configuration of, or fault in, any customer equipment or hardware used in conjunction with the EFM service (determined in our sole discretion, acting reasonably).

#### 15. Incident categorisation

15.1. The service level commitments given in this SLA relate to problems affecting an EFM service which fall into one of the categories set out in the table below.

| Incident Category  | Description of circumstances  |
|--|---|
| <p><b>Priority I</b> (a total outage of the Service)</p> | <p>The EFM service:</p> <ul style="list-style-type: none"> <li>• Has a total loss of Connectivity (whether caused by a copper line fault or otherwise); or</li> </ul> |

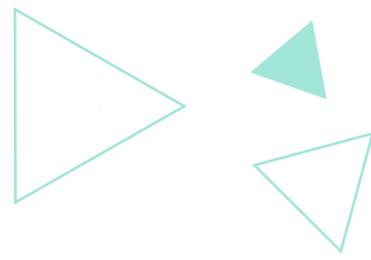


|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>• Has a data transfer speed of less than 10% of the speed ordinarily available through your Service; or</li> <li>• Is suffering from latency greater than 100m/s; or</li> <li>• Is suffering from packet loss greater than 5%.</li> </ul> <p>N.B. Circumstances must have existed for at least five minutes.</p> |
| <b>Priority 2</b> (severe intermittence of the Service)            | <p>EFM service is suffering from intermittent Connectivity which is having a high degree of service impact.</p> <p>Intermittence of Connectivity must be demonstrated repeatedly within an hour period.</p>   |
| <b>Priority 3</b> (degradation of the Service)                     | <p>EFM service is suffering from intermittent Connectivity which is having a low degree of service impact.</p> <p>Intermittence of Connectivity need not be demonstrated repeatedly within an hour period.</p>  |
| <b>Priority 4</b> (Other problem or query relating to the Service) | <p>Customer has another problem or technical query in relation to the EFM service.</p>  |

## 16. Incident Reporting and Response

16.1. Subject always to paragraph 16.2, you may report an Incident to our Support Team via the following process:

16.1.1. By emailing our advertised support email address (which can be done 24 hours a day, 7 days a week); or



16.1.2. by phoning us on our advertised support numbers during the hours of 08.00 to 18.00 on Working Days and 09.00 to 17.00 on weekends (excluding public holidays).

16.2. Priority 1 Incidents must always be reported to us by phone.

16.3. When you report an Incident, you must explain the circumstances of the suspected problem and give sufficiently detailed information so that we can investigate the problem.

16.4. Once you have notified us of an Incident in accordance with paragraph 16.1, we will:

16.4.1. Categorise the Incident according to paragraph 15.1 determined at our sole discretion (acting reasonably). The category we assign will be kept under review during the course of our investigations and we may amend the category where appropriate (acting reasonably);

16.4.2. Promptly send to you a Support Ticket featuring a unique ticket number (“Response”); and

16.4.3. Contact our Wholesale Supplier to commence an investigation.

16.5. When reporting the Incident, if you fail to provide information in sufficient detail, we will notify you if we cannot investigate the problem and the Incident will enter Parked Time until the information we request has been provided.

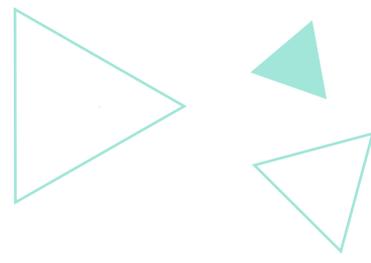
16.6. After the Response is issued, we will use our reasonable endeavours to work with our Wholesale Supplier to resolve the Incident as quickly as reasonably practicable.

## 17. Incident Resolution

17.1. An Incident comes to an end when we determine at our sole discretion (acting reasonably) that the problem comprising the Incident has been fixed or has otherwise been resolved (“Resolution” or “Resolved”).

17.2. We will use our reasonable endeavours to resolve Incidents in accordance with the target Resolution times set out below:

| <b>Category of Incident</b> | <b>Incident Resolution target measured in hours starting from the Response, excluding all Parked Time</b> |
|-----------------------------|---|
| Priority 1                  | 6   |
| Priority 2                  | 12  |
| Priority 3                  | 24  |



|            |    |
|------------|----|
| Priority 4 | 48 |
|------------|----|

17.3. We will use our reasonable endeavours to provide you with regular progress updates for the Incident while a Resolution is pending.

### **Copper Line Faults**

17.4. Our Wholesale Supplier aims to resolve Copper Line Faults within six hours of the problem being reported. Where a Copper Line Fault is the cause of an Incident which you report to us in accordance with this SLA, we will use our reasonable endeavours to cooperate with our Wholesale Supplier so that they can adhere to the six-hour fix target. Where our Wholesale Supplier fails to meet the six-hour fix target, service credits will be available in accordance with paragraphs 19 and 20.

### **18. Parked Time**

18.1. In this SLA, “Parked Time” is time that is excluded from the period between the Response and the Resolution and consists of all and any of the following:

18.1.1. Time we spend waiting for you to respond to a request for information without which further action to Resolve the Incident cannot be taken (determined by us, acting reasonably);

18.1.2. Time we spend waiting for you to comply with our reasonable instructions (including, but not limited to, giving us or our Wholesale Supplier access to the relevant Site on reasonable request).

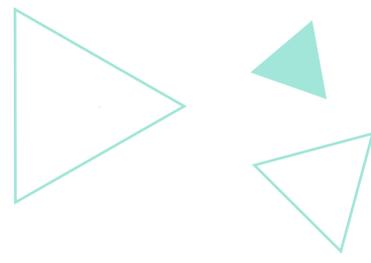
### **19. Service Credits**

19.1. For the purposes of service credits, an Incident shall commence from the point at which a Response is issued.

19.2. Subject always to paragraph 19.3 of this SLA, and discounting all Parked Time, if a Priority I Incident occurs and we do not provide a Resolution in accordance with paragraph 17.2, for each one hour period (or part thereof) by which we miss the target Resolution time, you will be entitled to a credit of fifteen per cent (15%) of the monthly recurring charge for the EFM service for the month in which the Incident occurs.

19.3. The cumulative value of service credits paid under this SLA for any given month will not exceed the monthly recurring charge for the relevant EFM service.

19.4. For the avoidance of doubt, service credits are only payable in relation to Priority I Incidents. There are no service credits or any other remedy available for our failure to meet the Incident



resolution targets set out under paragraph 17.2 of this SLA in respect of Incidents categorised as Priority 2, 3 or 4.

19.5. The service credits payable under this SLA are your sole and exclusive remedy for failures of Connectivity.

## **20. Applying for service credits**

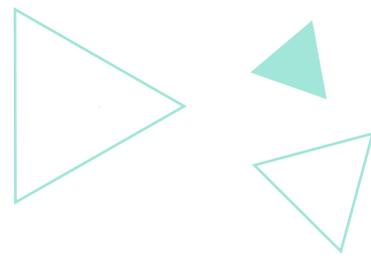
20.1. You must request service credits in writing by contacting the Support Team within 30 days from the Incident being Resolved. Any claim for service credits after this time will be refused.

20.2. Any claim for service credits must be supported by evidence of relevant Support Tickets which fully substantiate the Incident and the period of non-Connectivity claimed.

20.3. Service credits will be paid one month in arrears in the form of a credit note which can only be used in respect of the future provision of the connection and they may not be converted or exchanged.

20.4. You have 30 days to query any service credits issued. If you do not raise a query concerning service credits during this time, you will be deemed to have accepted the service credits and to have waived any further right to query them in relation to the relevant Incident.

We may correct any inadvertent payment of service credits by deducting their application in a subsequent invoice.



**— Section 4: Customer's signature —**

We may ask you to sign this Annex by completing the relevant section below and returning the signed copy to us.

However, even if this Annex has not been signed below, provided the Contract for the relevant Service has been formed by the parties acting in accordance with clause 4.6 of the Main Body Terms, the terms of this Annex will be contractually binding from that relevant date.

Signed for and on behalf of:  
**(The Customer)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Date