



# Service Document for Connectivity Services v3.8



Version History		
Version Number	Date Approved	Change/Reason for Change/Comments
3.8	23/08/2023	Initial document creation based on Exponential-e July 2023 service portfolio (except HSCN Connect and Insight) and maps to Exponential-e service document v3.8 (except Permission to Work). Version number is to align to Exponential-e's version – no early Vysiion version exists.

## **1. Document Purpose**

This document describes Vysiion's Connectivity Services, their service level agreements and the service-specific terms and conditions that apply in addition to Vysiion's General Terms. Capitalised terms used herein which are defined in the General Terms or the Additional Terms (Section 6) of this Service Document shall be afforded their defined meanings throughout. Each Connectivity Service 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 and on-going support. All activities related to delivery are scheduled within Normal Business Hours. If the Parties agree to re-schedule outside of Normal Business Hours, additional charges will apply. The SDT will notify the Customer by email when a Service is ready to be used. Where applicable, acceptance tests are set out in the relevant Service Definition. All Target Service Commencement Dates herein are estimated and subject to survey.

## **3. Service Support**

### **3.1 Fault Management**

Save where specified otherwise in the applicable Service Definition, Vysiion will monitor the Connectivity Services' performance 24 x 7 x 365. In the event of a fault, an incident ticket will be raised by Vysiion. Information on how to contact Vysiion's Service Desk can be found in the Customer Support Handbook (available upon request from Vysiion).

### **3.2 Site Moves**

Vysiion will, if it is technically possible to move the Services from a current Customer Site to a new Customer Site, provide a quotation to the Customer.

### **3.3 Planned and Emergency Works**

Vysiion will aim to provide at least 14 days' notice via email of any planned works. Vysiion 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 Services 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 etc.) the Service Commencement Date is the date on which that Service has been handed over and is accessible from at least one (1) Site.

### **4.2 Burst Bandwidth**

Where burst bandwidth charges apply, Vysiion 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 Customer 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. Vysiion shall be entitled to revise the Rate Card on not less than thirty (30) days' notice to the Customer, 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 and the following formula:

$$P = \frac{730 \text{ Hours} - A}{730 \text{ Hours}} \times 100$$

P = Percentage availability; A = Sum of all events of unavailable service in that month measured in hours.

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 Vysiion.

All references herein to the Monthly Charge are to the Annual Charge divided by twelve (12).

## 5.2 Service Credit Rules

Vysiion 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 (“Excused Reasons”):

- Any Force Majeure Event;
- Suspension of service in accordance with the Contract;
- Customer default or delay, or any negligent, wilful or reckless act, fault or omission by the Customer (or users of the Service for whom the Customer is responsible pursuant to the Contract), or any of their representatives, employees, agents or sub-contractors;
- Customer-provided or supported equipment;
- Access issues and delays along the route of the Service(s) or at the Customer Sites and/or
- Third party software including but not limited to bugs and Malicious Code.

## 5.3 How to Claim

Service credit claims must be submitted to [customerservice@vysiion.co.uk](mailto:customerservice@vysiion.co.uk) 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 Customer within this period are irrevocably waived. If service credits claimed are rightly due, they shall be calculated in accordance with the 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 Customer’s account. Customers shall not make a double claim under the Contract. Service credits are the Customer’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:

“Customer Networks”	the networks, equipment and cabling at the Customer Site(s), to which the Service(s), Vysiion Equipment or Purchased Equipment will be connected.
“Customer Premises Equipment (CPE)”	Vysiion Equipment located at the Customer 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.
“Smart Wires Service(s)”	Smart Wires Services set out in Schedule A and Smart Wires Unlimited Services set out on Schedule N.

### 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 Vysiion (and/or its suppliers) will conduct Customer Site survey(s) to ascertain whether cabling and/or associated infrastructure is required to be installed at the Customer 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, Vysiion’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 Customer.

6.2.3 Where ECC’s apply, Vysiion will submit to the Customer 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 Customer does not sign and return a Change Order detailing ECCs within five (5) Working Days of

submission by Vysiion, the original Order Form in so far as it pertains to the Customer 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 a Customer Site survey and, if required, the signing of a Change Order, Vysiion will advise any required changes to the Target Service Commencement Date to the Customer.
- 6.2.5 To enable Vysiion to provide the Smart Wires Service(s) and/or Off-Net Circuits, the Customer shall:
  - 6.2.5.1 prepare the Customer Site(s) and the Customer Networks in accordance with Vysiion's reasonable instructions; and
  - 6.2.5.2 (save where the Customer has contracted with Vysiion for an installation service, such as Smart Onsite Install) install and commission the CPE (and any replacements provided by Vysiion from time to time) and connect any tail circuits to the CPE in accordance with Vysiion'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 Vysiion (and/or its contractors and suppliers) to install and retain the Service(s) and, if applicable, the Vysiion Equipment at the Customer Site(s), including without limitation, any landlord wayleave consents.
- 6.2.6 Failure or delay of the Customer to install and/or connect any CPE (where the Customer is responsible for doing so) shall not result in any delay to the Service Commencement Date or the Customer's obligation to pay the Annual Charge.
- 6.2.7 Vysiion 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 Vysiion reserves the right to suspend the Customer's Services temporarily in order to protect the Vysiion network in the event that the Customer 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 Customer may at any time prior to the handover of the access circuit to Vysiion by the underlying supplier (where applicable), request that provisioning of the Service is placed on temporary hold (an "On Hold Request").
  - 6.2.9.1 In the event that Vysiion 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 Customer may at any time request in writing (including via email) that the Smart Wire Service(s) be taken off hold, whereupon Vysiion 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 Vysiion has placed with the underlying supplier for the relevant access circuit will be automatically terminated and:
    - (i) the Customer shall be liable to pay Vysiion any costs levied on Vysiion by the underlying supplier as a result of the termination of the order plus one hundred pounds (£100); and
    - (ii) Vysiion 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 Vysiion to agree to any On-Hold Request.
  - 6.2.9.6 The above is without prejudice to Vysiion's right to invoice the Annual Charges from the Target Service Commencement Date as set out in Clause 2.3 of the General Terms.

### **6.3 ABORTED CUSTOMER SITE VISITS AND EXPEDITE FEES**

- 6.3.1 In respect of Smart Wires Services and Off-Net Circuits, the Customer shall reimburse Vysiion for any charges incurred by Vysiion as a result of not being given access to a Customer Site as previously arranged and agreed with the Customer. The Customer shall be entitled to see reasonable documentary evidence attesting to such incurred charges for aborted Customer Site visits.
- 6.3.2 In respect of new circuit provision (Smart Wires, Offnet Circuits etc), the Customer may have the option to expedite delivery through the payment of an Expedite Fee. Where an Expedite Fee appears on the

Order Form, Vysiion will provide or procure an expedited delivery. 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 Customer should be aware that this may mean short notice appointments and evening/weekend working and the Customer agrees to facilitate 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 Charges shall, subject to Clause 6.4.3 below, be firm and fixed for the duration of the Initial Term.
- 6.4.3 Vysiion shall be entitled to increase the Annual Charge:
  - 6.4.3.1 in line with any increases in costs as a result of legal and/or regulatory change(s); 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; and/or
  - 6.4.3.3 in line with any increases in costs imposed on Vysiion by its suppliers.  
Vysiion will provide reasonable documentary evidence to support such price increase to the Customer, upon request.
- 6.4.4 If this Contract involves the purchase by Vysiion of goods and/or services in a currency other than sterling and there is a greater than one percent (1%) change in the exchange rate between sterling and that other currency due to the weakening of sterling between (a) the date of Order acceptance and (b) the date that Vysiion pays the relevant supplier, Vysiion reserves the right to pass on to the Customer the additional costs incurred by Vysiion as a result of the change in exchange rates and the Customer agrees to pay the same.

#### **6.5 ADDITIONAL CUSTOMER OBLIGATIONS**

- 6.5.1 The Customer shall supply, 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 CPE.

#### **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 AND CUSTOMER DETAILS**

- 6.7.1 Vysiion shall have the right, by serving notice to the Customer, to amend the Contract at any time when this is required to comply with any regulations or requirements imposed upon Vysiion or its suppliers under its Permissions.
- 6.7.2 Vysiion shall have the right to provide the Customer's name and contact details to any third party in response to an allegation that the Service(s) is being used to infringe IPR.

#### **6.8 PORTAL SECURITY**

- 6.8.1 The Customer has the sole responsibility for putting in place and maintaining the controls that they require around the ability of persons to log into Vysiion portals via the Customer's log-in details. The Customer must use best industry practice for selecting and regularly changing passwords.

#### **6.9 COMPLAINTS PROCEDURE**

- 6.9.1 Details of Vysiion's complaints process and policy are available from [customerservice@vysiion.co.uk](mailto:customerservice@vysiion.co.uk).

#### **6.10 SOFTWARE**

- 6.10.1 The following Patch management policy shall apply in respect of the Service(s). Software/Firmware patches shall be applied when deemed necessary by the Vysiion Operational Centre. Patching could be triggered under various conditions:
  - 6.10.1.1 A remotely exploitable security vulnerability is identified and the vendor releases a patch for the vulnerability. Vysiion software release management function conducts a regular review of new vulnerabilities and assesses the functional and security risk to platforms under its remit. It is often the

case that vulnerabilities are only applicable if certain configuration is present on the device in question, and if certain features are enabled. If the net effect is that no vulnerability is exposed, then the patch would not be applied. If vulnerability is exploitable but it is feasible to amend configuration in such a way as to prevent the vulnerability being exploited, then the patch would also not be applied – however in this case the work-around configuration would be introduced under the normal change control procedures;

- 6.10.1.2 A normal end of lifecycle upgrade may be triggered when vendor support of the technology in question is no longer available. In certain circumstances a hardware refresh or upgrade would be required, which falls outside the scope of this patch management policy;
- 6.10.1.3 A bug is identified which is adversely affecting the reliable operation of the device. It is frequently the case that bugs are triggered only under certain specific conditions which are not present in all environments. Under these circumstances Vysiion will assess whether the bug potentially has widespread impact (in which case the patch would be rolled out to all similar devices under Vysiion management), or the condition is isolated (in which case only the particular affected device would be patched).
- 6.10.2 Patch Management excludes security hardening required for regulatory or compliance purposes. This will be a chargeable Professional Services engagement.
- 6.10.3 The following Release management policy shall apply in respect of the Service(s). Only software updates relating to the operating system supported by the vendor shall be implemented by the Vysiion Operational Centre. Software is managed within the following guidelines:
  - 6.10.3.1 Vendor announcements and vulnerability announcements are continually reviewed by Vysiion in order to identify new software vulnerabilities;
  - 6.10.3.2 In case a vendor announces a new remotely exploitable vulnerability and releases a patch to address the vulnerability for which no workaround exists, an upgrade will be initiated by Vysiion. In many cases a particular vulnerability requires a specific configuration to be present. Vysiion will analyse the impact of the vulnerability on Vysiion managed devices, as covered by the Contract, and propose either an upgrade or a workaround if the vulnerability is remotely exploitable;
  - 6.10.3.3 A release of software becomes end of support due to the end of lifecycle as determined by the vendor;
  - 6.10.3.4 A specific bug is identified that impacts the Customer environment in terms of performance or stability of the platform.
  - 6.10.3.5 The Customer may request an upgrade to a version of the operating system software fully supported by Vysiion as part of the Service through a service request.  
If none of the above scenarios are met, Vysiion will not proceed to release a new software revision.
- 6.10.4 VYSIION SHALL HAVE NO LIABILITY FOR ANY SECURITY INCIDENTS OR SERVICE FAULTS/ERRORS/FAILURES TO THE EXTENT DUE TO THIRD PARTY SOFTWARE.