

These Service Terms are current as of November 6th, 2018.

1. GENERAL

1.1 Service Summary: Vodafone Ethernet VPN and Vodafone Ethernet Wireline services (“EVPN” and “EWL” respectively) are independent solutions that provide high-speed connectivity between Customer Sites via the Vodafone MPLS Core Network, combining the benefits of Ethernet and MPLS. The term “Service” means either or both of EVPN and EWL ordered by Customer. EVPN is a virtual private LAN service that provides multi-point to multi-point connectivity. EWL is a virtual private wire service which provides high-speed connectivity between two or more Customer Sites in a point-to-point or point to multipoint fashion. These Services enable network sites (which could be in geographically diverse locations) to communicate with each other as if they were directly attached to each other. In connection with the Service, Customer may purchase performance monitoring as an Optional Service Element. The term “Service” includes each Service Element.

1.2 Structure: These Service Terms apply to the Service and include or are governed by the following documents: (a) each Order, if relevant; (b) the Customer Agreement; (c) the General Terms; and (d) any other documents referenced as incorporated in these Service Terms.

1.3 Precedence: Notwithstanding any terms in any framework agreement between the Parties, if there are any conflicting terms in these Service Terms, the following order of precedence applies (highest level of precedence first): (a) the Customer Agreement; (b) the Service Terms; and (c) the General Terms or other framework agreement.

2. CONDITIONS OF USE

2.1 Site Survey: Vodafone may require a Site Survey prior to delivery of a Service Element. Customer will permit Vodafone or its subcontractors to conduct Site Surveys as necessary and Customer will complete the required preparatory work as detailed in the Site Survey report.

2.2 Third Party Providers: The following terms apply to Service Elements (e.g., Access Circuits) provided by a Third Party Provider:

2.2.1 If a Third Party Provider terminates Customer’s right to use the Service Element, Vodafone will be excused from liability related to failure to deliver the relevant Service. Vodafone will use a Third Party Provider or Vodafone Group Company that has the necessary authority to provide a Service Element where required by Applicable Law. Vodafone may novate any Customer Agreements as required in order to comply with Applicable Law.

2.2.2 Vodafone will use reasonable endeavours to procure Access Circuits which offer similar performance to the Service Levels targets; however, due to the wide range of technology solutions used in the market to offer Ethernet Access Circuits, Vodafone does not guarantee a minimum specification of third party Access Circuit.

2.2.3 Any minimum requirements for Access Circuits (for example, a minimum MTU) are set out in the Order.

2.2.4 Incumbent Providers In certain locations Vodafone is required to use an Incumbent Provider to deliver a Service Element (e.g., the last mile access provider). If an Incumbent Provider is unable, declines, or ceases to provide the required Service Element, Vodafone will terminate the affected Service Element(s) and neither Party will be liable to the other as a result of this termination. Vodafone is not responsible for delays caused by Incumbent Providers.

2.2.5 Third Party Agreement: If required in a given location, a Third Party Provider may require a direct contract to deliver a Service Element. Third Party Provider terms will be set out in a separate agreement directly between Customer and the Third Party Provider (including, if relevant, shrink-wrap or click through agreements). If Customer fails to accept the Third Party’s terms and conditions, Customer will not be able to access the affected Service Elements and Vodafone is excused from liability for failure to deliver. Customer may request Vodafone to act as its agent for the purposes of managing the Third Party Provider, including for placing orders, reporting Incidents, receiving invoices from, and making payments to, a Third Party Provider.

2.2.6 Ethernet Access Limitations: 100Mbps Ethernet Access Circuit bandwidths may be reduced by 3Mbps in some circumstances due to the underlying technology used to deliver the Service. The experienced throughput of the Service may vary from

the stated CIR, PIR, EIR or Access Circuit speed due to packet overheads..

2.3 UK Limitations: FTTC and FTTP Access Circuits in the UK are subject to the following terms:

2.3.1 If the EVC bandwidth is greater than the available Access Circuit bandwidth then Ethernet frames may be dropped.

2.3.2 For FTTC, the Access Circuit bandwidth available in both the downstream and upstream directions is subject to the length and quality of the copper circuit employed between the Customer Site and the BT Openreach street cabinet. The Access Circuit bandwidth available is subject to the Prioritisation Rate applied by BT Openreach.

2.3.3 For FTTP, the Access Circuit bandwidth available in both the downstream and upstream directions is subject to the restrictions imposed by BT Openreach on FTTP which may include (but are not limited to) the Prioritisation Rate applied by BT Openreach.

2.4 PSTN and IP Voice / Video services: Customer acknowledges that the Service is not a public voice service. Customer and its Users shall not connect or seek to connect the Service to any public voice service, including the public switched telecommunications network (PSTN) or other voice or video services (e.g. voice over IP) unless Customer purchases such services from Vodafone or Customer is permitted to connect the Service to a PSTN in accordance with Applicable Law.

2.5 Public Internet service: Customer acknowledges that the Service is not a public Internet service. Customer and its Users shall not connect or seek to connect the Service to a public Internet service and/or enable the use of public Internet for any voice or video communication service (e.g. voice over IP), unless Customer purchases public internet service from Vodafone or Customer is permitted to connect the Service to a public internet service in accordance with Applicable Law.

2.6 Customer Sites - Customer Obligations: For the purposes of preparing for and delivery of the Service, Customer agrees to: (a) have in place (or assist Vodafone to do so at Customer’s cost) all third party consents necessary to allow Vodafone or its subcontractors to: (i) access Customer Sites, Equipment, and third party property; and (ii) install, configure or maintain Equipment on Customer Sites or third party property; (b) provide secure storage for Equipment sent to Customer Sites; (c) prepare Customer Sites in accordance with Vodafone’s instructions; and (d) ensure that Customer Sites are safe and represent a suitable working environment; and (e) when possible, give Vodafone 10 Working Days’ notice of any event (such as power disconnection) that will disrupt the Service or affect the Equipment.

2.7 Customer Sites - Vodafone obligations: Vodafone will: (a) comply with any reasonable Customer Site access and security procedures disclosed to Vodafone in advance; and (b) deliver installation and maintenance work: (i) during Working Hours, when the work does not involve any suspension of the Service; or (ii) subject to additional charge notified to Customer in advance, outside of Working Hours if requested by Customer or if Vodafone is unable to deliver the works during Working Hours for reasons outside of Vodafone’s control.

2.8 Security Obligations: Customer will: (a) design, implement, manage, and archive configuration of internal IP protocols, LAN information, and access lists; (b) provide reasonable security on the Equipment and Customer’s private networks to limit misuse of or threat to the Service, Equipment, or Network; and (c) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls.

2.9 Authorised Users: Access by Customer to the Service and Equipment is limited to authorised Users. Vodafone will provide each authorised User with a user name, password, or other access information (“User Details”). Customer is responsible for: (a) the security of the User Details; (b) providing Vodafone with the identity of the authorized Users and keeping that information current; and (c) authorised Users’ compliance with the Agreement. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details.

2.10 Freeze Period: Vodafone may delay the delivery of a Service Element during a Freeze Period. “Freeze Period” means: (i) the period generally from 1 December to 15 January each year; and (ii) any period involving a significant spike in Network usage.

2.11 Applicable Laws: Vodafone and Customer shall respectively comply with all Applicable Law.

2.12 AUP: Customer agrees to comply with Vodafone's Acceptable Use Policy available at <https://www.vodafone.com/business/AcceptableUsePolicy>.

3. EQUIPMENT

3.1 Equipment: Customer must have either Vodafone or Third Party Equipment on the Customer Site to use the Service. The Equipment Terms apply to Vodafone Equipment.

3.2 Vodafone will support, maintain, upgrade and/or replace Equipment as required for Service performance ("Maintenance"). Vodafone will provide Customer with reasonable advance notice of any Maintenance activities that will require Customer cooperation or access to a Customer Site. Customer agrees to cooperate with Vodafone in its performance of Maintenance. If Customer fails to do so, Vodafone is not responsible for Service performance related to Equipment that requires Maintenance.

4. DATA PROTECTION

4.1 Vodafone is the Data Controller for this Service. Vodafone's Data Protection Terms when Vodafone is Data Controller apply.

5. SUPPORT AND DELIVERY SERVICES

5.1 Support Service: Vodafone will provide Customer with Support Service for the Service Elements ordered by Customer.

5.2 Support Parameters: Support Service is available in English only. Support Service is available as shown below:

| Support Service | Service Cover Period |
|--|----------------------|
| Incident Management for Priority 1 & 2 Incidents | 24/7 |
| Incident Management for Priority 3 & 4 Incidents | Working Hours |
| Service Request Fulfilment | Working Hours |

Incidents may be reported at any time during the Service Cover Period; however, Incident Resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.

5.3 Contact: Customer must appoint primary and secondary points of contact responsible for accessing the Support Service and communicating with Vodafone during the relevant Service Cover Period. Customer will inform Vodafone, and keep Vodafone up-to-date with the appointed individuals' identity and level of access.

5.4 Conditions: Customer will: (a) reimburse Vodafone for reasonable expenses associated with a Customer Site visit or for other actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service at the Customer Site to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).

5.5 Planned Works: Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. "Planned Works" means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).

5.6 Agreed Delivery Date: Vodafone will provide Customer with the delivery date of a Service Element ("Agreed Delivery Date") and use reasonable endeavours to deliver the Service Element by the Agreed Delivery Date. If Customer requests a change before delivery of the Service Element, Vodafone will either adjust or cancel the applicable Order subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.

5.7 Service Commencement Date: Vodafone will perform its standard testing procedure for the Service. When Vodafone considers that the standard testing criteria have been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use ("Service Commencement Date").

5.8 Correction: Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the Service and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to meet the standard testing criteria.

5.9 Expedited Delivery: When requested by Customer, Vodafone will use reasonable efforts to meet an expedited Agreed Delivery Date (subject to additional Charges). Service Levels do not apply to an expedited delivery date.

5.10 Customer Delays: If a Customer's act or omission delays the Service Commencement Date, then Vodafone may start billing monthly recurring charges from the original Agreed Delivery Date and charge Customer for its reasonable costs (including Third Party Provider costs that result from the delay. Examples of Customer delays are Customer's failure to: (a) provide complete or accurate information, access, or assistance as reasonably required, and (b) complete necessary works resulting from a Site Survey. If the delay

extends 60 Working Days beyond the original Agreed Delivery Date, Vodafone may terminate the Order and apply a Recovery Charge. If appropriate, Vodafone will set a new Agreed Delivery Date.

6. SERVICE LEVEL TERMS

6.1 Applicability: Service Levels and Service Credit terms apply from the Service Commencement Date for the applicable Customer Site depending on the Service Level measure, unless stated otherwise.

6.2 Excluded Events: Vodafone is not responsible for failure to meet Service Level Targets if the Service Level is affected by an Excluded Event.

6.3 Coverage Bands: Coverage Bands are listed below, subject to Vodafone's confirmation in writing to Customer of Service availability on a case by case basis. The Frame Delay target Service Levels do not constitute a formal offer for Services within a geography.

| Coverage Bands | Locations |
|----------------------|---|
| UK | All UK & NI locations with the exclusion of: The Isle of Man, Guernsey, Jersey & the Channel Islands |
| A | Australia (Melbourne, Sydney, Perth, Adelaide, Brisbane), Belgium, Czech Republic, Denmark, France, Hong Kong, Hungary, Japan, Luxembourg, Netherlands, Poland, Singapore, South Korea (Seoul & Busan), Spain, Switzerland, Taiwan |
| B | Albania, Austria, Belarus, Bosnia, Bulgaria, China (Beijing, Shanghai, Guangzhou, Shen Zhen), Croatia, Cyprus, Finland, Georgia, Germany, Greece, India, Indonesia (Jakarta), Ireland, Italy, Lithuania, Lithuania, Macedonia, Malaysia (KL), Moldova, Montenegro, New Zealand (Auckland), Philippines, Portugal, Romania, Russia, Russia (Moscow), Serbia, Slovakia, Slovenia, Sweden, Thailand (Bangkok), Turkey, Ukraine, USA, Vietnam (Ho Chi Minh & Hanoi) |
| C | Australia (other), Bahrain, Bermuda, Canada, Channel Isles, China (other), Estonia, Malaysia (other), Norway, Thailand (other), Vietnam (other) |
| D | Azerbaijan, Bangladesh, Belarus, Brunei, Cambodia, Indonesia (other), Isle of Man, Kazakhstan, Laos, Latvia, Mongolia, Myanmar, New Caledonia, New Zealand (other), Pakistan, Papua New Guinea, Russia (other), South Africa, South Korea (other), Sri Lanka, UAE, Ukraine, Uzbekistan |
| Reasonable Enceavors | Angola, Cameroon, Côte d'Ivoire, Egypt, Ghana, Iran, Jordan, Kenya, Kuwait, Kyrgyzstan, Madagascar, Mauritius, Mozambique, Nigeria, Oman, Qatar, Saudi Arabia, Senegal, Tanzania, Turks & Caicos |

7. SERVICE COMMENCEMENT

7.1 Service Level Target: The Service Commencement Date for a Service Element will be on or before the Agreed Delivery Date unless Customer requests a change in Services prior to the Agreed Delivery Date.

8. SERVICE AVAILABILITY

8.1 Calculation: Percentage Availability is calculated as: (A – B)/A x 100. "A" equals the number of whole minutes in the Annual Measurement Period. "B" equals the number of whole minutes when the Service is Unavailable in the Annual Measurement Period.

8.2 Service Levels: The following Availability Service Levels apply based upon the Coverage Band and UK Access Type:

| Coverage Band | Service Level Target |
|----------------|----------------------|
| A | 99.85% |
| B | 99.6% |
| C | 99.4% |
| D | 99.0% |
| UK Access Type | |
| EFM | 99.8% |
| FTTC/FTTP | 99.8% |
| Fibre | 99.87% |

9. PRIORITY OF INCIDENTS

9.1 The following Priority Level definitions apply to the Service:

| Priority Level | Priority Level definitions |
|----------------|---|
| 1 | A total loss of the Service at one Customer Site or |

| | |
|---|---|
| | multiple Customer Sites. |
| 2 | Partial loss of the Service at one Customer Site or multiple Customer Sites which has a significant detrimental effect on the Customer's ability to perform normal communications but which does not represent a total loss of the Service. |
| 3 | Degradation of the Service performance (for example, a low number of Users affected with minimum impact) or a Priority 1 or 2 Incident downgraded in accordance with clause 5.4 above. |
| 4 | A non-Service affecting Incident or Incidents not classed as a Priority 1, 2, or 3 Incident, including Incidents with performance reporting. |

10. INCIDENT RESOLUTION TIMES

10.1 For Priority Level 1 and 2 Incidents, the Incident Resolution Time is calculated as the number of whole hours between the time Vodafone issues a Trouble Ticket and the time Vodafone confirms to Customer that the Incident is resolved. Service Level Targets apply to each Access Circuit only at Customer Sites located in a Coverage Band.

| Coverage Band | Service Level Target |
|----------------|----------------------|
| A | 4 hours |
| B | 6 hours |
| C | 12 hours |
| D | 24 hours |
| UK Access Type | |
| EFM/ FTTC/FTTP | 7 hours |
| Fibre | 5 hours |

11. SERVICE DEGRADATION

11.1 Service degradation service levels: (a) measure the average performance between the MPLS switches located within the Vodafone MPLS Core Network nodes under normal working conditions; (b) only apply to traffic within CIR and not to any traffic bursting beyond the CIR; (c) apply from the most recent Service Commencement Date for the relevant Customer Site; (d) do not apply to Severity Level 1 or 2 Incidents.

11.2 **Frame Delay (latency performance): "Frame Delay"** is the time taken by an Ethernet frame to be transmitted across the Vodafone MPLS Core Network, and is measured as an average round trip value for an Ethernet frame between the ingress and egress MPLS switches located with the Vodafone MPLS Core Network nodes. Frame Delay performance may vary from time to time as a result of resilience mechanisms aimed at maximising end-to-end service availability which are present on the global meshed Vodafone MPLS Core Network.

11.3 The target Service degradation Service Levels for Frame Delay are set out in the section "Coverage Bands and Frame Delay Service Degradation" below.

11.4 **Frame Delay Variation: "Frame Delay Variation"** is the variation of the inter-Frame Delay and is measured as the absolute variance between the Frame Delay seen on individual Ethernet frames and the average Frame Delay between the ingress and egress MPLS switches located within the Vodafone MPLS Core Network.

11.5 The Frame Delay Variation target Service Level for circuits routes across the Vodafone MPLS Core Network is 5 milliseconds for Premium CoS. There is no Frame Delay Service level target for Enhanced Cos or Standard Cos.

11.6 **Frame Loss: "Frame Loss"** is the percentage of Ethernet frames lost between MPLS switches located within the Vodafone MPLS Core Network.

11.7 The Service degradation Frame Loss target Service Levels for circuits routed across the Vodafone MPLS Core Network are:

| CoS | Service Level Target |
|-------------------------------|----------------------|
| Premium CoS | 0.04% |
| Enhanced CoS and Standard CoS | 0.06% |

12. SERVICE CREDIT

12.1 Service Credit for delay

12.1.1 Customer is entitled to a Service Credit if the Service Commencement Date of a new Service Element or Regrade is delayed beyond the Agreed Delivery Date due to Vodafone's act or omission. Where there are at least two Service Demarcation Points for each EVC, the Service credit is calculated based on the Working Days past the Agreed Delivery Date for the last Customer Site of the two Service Demarcation Points to be installed.

| Number of whole Working Days beyond Agreed Delivery Date | Service Credit (% of the Installation/Regrade Charge) |
|--|---|
| 1 to 10 days | 5% |

| | |
|---------------|-----|
| 11 to 20 days | 15% |
| >20 days | 25% |

12.1.2 A Service Credit cap of 25% of the Installation or Regrade Charge for affected Service Element applies to the Service Credit Customer may claim for this Service Level. An Installation Charge does not include additional charges due to Customer Site requirements (e.g., construction charges).

12.2 Service Credit for Availability

12.2.1 The Service Credit is a percentage of the Monthly Recurring Charge for the affected EVC x 12 during the Measurement Period. The following Service Credit applies to the Availability Service Levels:

| % of Availability below Service Level Target | Service Credit Percentage |
|--|---------------------------|
| >0%-0.1% | 3% |
| >0.1-0.2% | 5% |
| >0.2-0.35% | 10% |
| >0.35% | 15% |

12.2.2 A Service Credit cap of 10% of the monthly recurring Charge x 12 for the affected Customer Site applies to the Service Credits Customer may claim for the Availability Service Levels each annual Measurement Period.

12.3 Service Credit for Incident resolution

12.3.1 The Service Credit is a percentage of the Monthly Recurring Charge for the affected EVC during the Monthly Measurement Period. The following Service Credit applies to the Priority 1 and 2 Incidents on that affected EVC not resolved within the mean Incident Resolution Service Levels during the Monthly Measurement Period:

| Number of Incidents not resolved in the mean target Incident Resolution Time | Service Credit Percentage |
|--|---------------------------|
| 1 | 10% |
| 2 | 25% |
| 3 | 35% |
| 4 or more | 50% |

12.4 A Service Credit cap of 50% of the monthly Charge for the affected Customer Site applies to the Service Credit Customer may claim for this Service Level, in aggregate, during the Monthly Measurement Period. **Service Credit for Service degradation**

12.4.1 If a Priority 3 Incident arises because the average Frame Delay, Frame Delay Variation or Frame Loss has not met the Service degradation Service Levels, Customer may claim a Service Credit calculated as 20% of the pro-rata Monthly Recurring Charge for the affected EVC for the period that the applicable Service degradation Service Level has not been met for that EVC. The period during which the targets are not met is measured from the date Vodafone acknowledges an Incident for a Service degradation Service Level failure to the date that the Service falls within the affected Service degradation Service Level.

12.4.2 Vodafone's total liability for Service Credits for a failure to meet Service degradation Service Levels for Frame Delay, Frame Delay Variation and Frame Loss in a single calendar month shall not exceed 20% of the Recurring Charges for the affected EVC.

12.5 Service Credit Terms

12.5.1 Customer must claim Service Credit via its Vodafone account manager within 30 days of the end of the relevant Measurement Period. Service Credit will be applied to Customer's next bill after agreement that Service Credit is due.

12.5.2 Service Credits do not apply to any Incident connected to: (a) any Excluded Event and/or (b) interruptions or maintenance activities agreed with Customer.

12.5.3 If one Incident causes a failure of two or more Service Levels, only the greater Service Credit amount of the Service Levels is payable.

12.5.4 The Service Credits as set out in these Service Terms are Customer's sole and exclusive remedy against Vodafone for any failure in Service performance. Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Customer for failure in Service performance. Service Credit may only be applied to Charges for the Service and have no cash value.

13. DEFINITIONS

13.1 **Access Circuit** means the network connection provided between the Service Demarcation Point at the Customer Site and the ingress/egress port of the Vodafone MPLS Core Network.

13.2 **Annual Measurement Period** means the period of twelve months from the Service Commencement Date or each anniversary of the Service Commencement Date thereafter (or a period of twelve months as otherwise agreed between the parties).

13.3 Applicable Law means law, regulation, binding code of practice, rule, order, or requirement of any relevant government or governmental agency, professional or regulatory Authority, each as relevant to (i) Vodafone in the provision of the Service and/or (ii) Customer in receipt of the Service or carrying out of its business.

13.4 Availability means the percentage of time the Service is available for use at each Customer Site in an Annual Measurement Period calculated as set out the Service Availability Service Level.

13.5 Authority means those governments, agencies, and professional and regulatory authorities that supervise, regulate, investigate, or enforce Applicable Law.

13.6 Charges means the charges or fees set out in the Customer Agreement, the Order or Price Lists.

13.7 Committed Information Rate or CIR means the guaranteed amount of bandwidth that can be transmitted across an Ethernet Virtual Circuit.

13.8 Customer means the Party receiving Service under the Customer Agreement who is a member of the Customer Group.

13.9 Customer Agreement means an agreement for purchase of Services signed by both Parties, including Local Agreements.

13.10 Customer Group means the Customer and any company that Customer has the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, either at or after the date of the Customer Agreement (and **Customer Group Company/Customer Group Companies** has a corresponding meaning).

13.11 Customer Site(s) means the Customer's premises that Vodafone must access to provide the Service or the location where the Service is to be provided.

13.12 Data Protection Terms means the terms regarding data protection in the General Terms.1.0 or later, or if those General Terms are not applicable, the Data Protection Terms found at <http://www.vodafone.com/business/vgegeneralterms>.

13.13 Equipment means the hardware and related software Customer must have to use the Service.

13.14 Equipment Terms means the terms regarding Equipment in the General Terms.1.0 or later, or if those General Terms are not applicable, the Equipment Terms found at <http://www.vodafone.com/business/vgegeneralterms>.

13.15 Enhanced CoS means Ethernet VPN Wireline using IEEE 802.1q defined priority bit (IEEE802.1p P-bit, traffic market with a Pbit value of 3 is classed as Enhanced CoS

13.16 Ethernet First Mile or EFM means the Ethernet access circuit is delivered using bonded copper pairs.

13.17 Ethernet Virtual Circuit or EVC means a point to point logical connection provided by Vodafone across the Vodafone MPLS Core Network which associates two Service Demarcation Points with each other.

13.18 Excluded Event means any of the following: (a) an Incident with another Vodafone service purchased under a separate Customer Agreement; (b) an Incident associated with non-Vodafone-supplied power, Customer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) an Incident caused by the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer's delay or non-performance of any of Customer obligations set out in the Customer Agreement; (e) an Incident or delay resulting from a request by Customer for expedited delivery of the Service; (f) Customer's request to modify or test a Service Element; (g) a Force Majeure event or Service suspension that is permitted under the Customer Agreement; (h) the inability or refusal by a Third Party Provider to provide the Access Circuit at a Customer Site; (i) a change during implementation; and (j) an Incident caused by service failure at any other Customer Site.

13.19 Extended Information Rate or EIR means the non-guaranteed amount of bandwidth that can be transmitted across the Customer-facing port on the Equipment.

13.20 Force Majeure means any circumstances, events, omissions, or accidents beyond the reasonable control of a Party, and that could not have been avoided by due diligence, that prevent that Party from performing any or all of its obligations.

13.21 General Terms means the General Terms or master agreement identified in the Customer Agreement.

13.22 Frame Delay means the time taken by an Ethernet frame to be transmitted across the Vodafone MPLS Core Network, and is measured as an average round trip value for an Ethernet frame between the ingress and egress MPLS switches located with the Vodafone MPLS Core Network nodes.

13.23 Frame Delay Variation means the variation of the inter-Frame Delay and will be measured as the absolute variance between the Frame Delay seen on the individual Ethernet frames and the average Frame Delay between the ingress and the egress MPLS switches located within the Vodafone MPLS Core Network.

13.24 Frame Loss means the percentage of Ethernet frames lost between the MPLS switches located within the Vodafone MPLS Core Network.

13.25 FTTC means Fibre to the Cabinet and is an access circuit supplied by BT Openreach in the UK, and comprises the fibre circuit between the BT Local Exchange and the BT Street Cabinet and a circuit between the Street Cabinet and the Customer Site.

13.26 FTTP means Fibre to the Premises and is an access circuit supplied by Vodafone and other third parties in the UK, and comprises the fibre circuit between the local exchange or other point of presence ("PoP") and the Customer Site.

13.27 Incident means an unplanned interruption to the Service, a reduction in the quality of a Service, or a failure of a Service configuration item.

13.28 Incident Management means the end-to-end management of Incidents by Vodafone.

13.29 Incumbent Provider means the regulated operator who is authorised to provide a Service Element in a given country. An Incumbent Provider is also a Third Party Provider.

13.30 Initial Term means the term of the individual Service Element as set out in the Order or Customer Agreement.

13.31 MPLS Core means the MPLS network operated by Vodafone.

13.32 MTU means the maximum transmission unit and is the maximum transmittable packet size that can be used.

13.33 Network means the communications network and the equipment and premises that are connected to the network that are used by Vodafone and Vodafone Group Companies.

13.34 Order is defined in the relevant Customer Agreement.

13.35 Party or Parties means the parties to the Customer Agreement.

13.36 Peak Information Rate (PIR) means the maximum traffic rate available for a particular EVC.

13.37 Premium CoS means Ethernet VPN Wireline using IEEE 802.1q defined priority bit (IEEE802.1p P-bit, traffic market with a Pbit value of 5 is classed as Premium CoS

13.38 Price List means Vodafone's standard pricing in the relevant territory at the applicable time.

13.39 Prioritisation Rate means the parameter controlled by BT Openreach in the Openreach network for FTTC and FTTP in which packets will be discarded above the prioritisation rate.

13.40 Recovery Charge means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.

13.41 Regrade means the increase of the Committed Information Rate of an EVC or Access Circuit.

13.42 Service Credit(s) means the service credit payable by Vodafone to Customer in accordance with these Service Terms.

13.43 Service Demarcation Point means the handoff between the Customer and Vodafone at the Customer Site and is the Customer-facing port on the Equipment.

13.44 Service Element means the individual components of the Service including optional services if applicable and configuration changes.

13.45 Service Level(s) means the service levels that apply to the provision of the Service as set out in these Service Terms.

13.46 Site Survey means a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient to provide the Service at that Customer Site.

13.47 Standard CoS Ethernet VPN Wireline uses IEEE 802.1q defined priority bit (IEEE802.1p P-bit, traffic market with a Pbit value of 1 is classed as Standard CoS

Third Party Provider means a third party contracted by either Vodafone or Customer that provides a Service Element or that provides service that connects to the Service. Third Party Providers may include members of the Vodafone Group.

13.48 Trouble Ticket means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.

13.49 Unavailable or Unavailability means the Ethernet Virtual Circuit cannot transmit data in one or both directions as a result of a Priority 1 or 2 Incident for reasons other than an Excluded Event.

13.50 User means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.

13.51 Vodafone means the member of the Vodafone Group that is a Party to the Customer Agreement.

13.52 Vodafone Equipment means Equipment supplied by

Vodafone for Customer's use.

13.53 Vodafone Group means: (i) Vodafone Group Plc, Vodafone and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (ii) any partner market listed on the "Where we are" " page in the "Who we are" section at www.vodafone.com (and **Vodafone Group Company/Vodafone Group Companies** has a corresponding meaning).

13.54 Working Day means on Monday to Friday inclusive, but excluding public holidays in the country where the Service are being provided.

13.55 Working Hours means the hours between 0900 and 1700 (local time) on a Working Day.

IP Backbone Core RTD Targets in Milliseconds (ms) - Africa

IP Backbone Core RTD Targets in Milliseconds (ms) – UK

| RTD Matrix | Angola | Botswana | Ivory Coast | Cameroon | Djibouti | DRC | Ghana | Equatorial Guinea | Kenya | Lesotho | Mauritius | Madagascar | Mozambique | South Africa | Malawi | Namibia | Nigeria | Senegal | Swaziland | Tanzania | Uganda | Zambia | Zimbabwe | UK |
|-------------------|--------|----------|-------------|----------|----------|-----|-------|-------------------|-------|---------|-----------|------------|------------|--------------|--------|---------|---------|---------|-----------|----------|--------|--------|----------|-----|
| Angola | | 90 | 270 | 390 | 360 | 270 | 270 | 360 | 255 | 225 | 140 | 150 | 95 | 80 | 145 | 120 | 220 | 290 | 130 | 250 | 270 | 110 | 90 | 170 |
| Botswana | | | 310 | 380 | 190 | 130 | 300 | 400 | 90 | 40 | 70 | 85 | 40 | 20 | 100 | 60 | 120 | 330 | 80 | 75 | 105 | 55 | 45 | 210 |
| Ivory Coast | | | | 280 | 390 | 310 | 220 | 300 | 305 | 315 | 350 | 365 | 330 | 300 | 350 | 325 | 220 | 230 | 370 | 280 | 300 | 340 | 320 | 110 |
| Cameroon | | | | | 460 | 390 | 130 | 370 | 375 | 385 | 410 | 410 | 380 | 370 | 420 | 395 | 150 | 300 | 420 | 340 | 390 | 390 | 380 | 180 |
| Djibouti | | | | | | 380 | 390 | 510 | 115 | 190 | 230 | 255 | 160 | 175 | 230 | 225 | 335 | 440 | 230 | 120 | 130 | 215 | 195 | 325 |
| DRC | | | | | | | 325 | 410 | 280 | 140 | 160 | 170 | 125 | 125 | 220 | 155 | 315 | 340 | 160 | 340 | 310 | 170 | 145 | 220 |
| Ghana | | | | | | | | 310 | 240 | 230 | 270 | 280 | 245 | 125 | 270 | 260 | 30 | 240 | 265 | 290 | 255 | 155 | 235 | 115 |
| Equatorial Guinea | | | | | | | | | 400 | 410 | 450 | 460 | 440 | 400 | 450 | 420 | 310 | 325 | 450 | 395 | 415 | 430 | 410 | 200 |
| Kenya | | | | | | | | | | 90 | 130 | 135 | 60 | 75 | 170 | 125 | 230 | 335 | 125 | 30 | 30 | 120 | 100 | 220 |
| Lesotho | | | | | | | | | | | 70 | 80 | 45 | 30 | 110 | 65 | 120 | 335 | 105 | 75 | 110 | 60 | 45 | 210 |
| Mauritius | | | | | | | | | | | | 120 | 75 | 55 | 140 | 95 | 150 | 375 | 120 | 115 | 145 | 95 | 70 | 250 |
| Madagascar | | | | | | | | | | | | | 130 | 95 | 155 | 160 | 210 | 440 | 180 | 150 | 175 | 145 | 105 | 260 |
| Mozambique | | | | | | | | | | | | | | 40 | 95 | 70 | 125 | 370 | 80 | 65 | 80 | 60 | 45 | 270 |
| South Africa | | | | | | | | | | | | | | | 70 | 55 | 105 | 320 | 50 | 65 | 95 | 50 | 30 | 195 |
| Malawi | | | | | | | | | | | | | | | | 115 | 200 | 405 | 155 | 135 | 165 | 105 | 90 | 275 |
| Namibia | | | | | | | | | | | | | | | | | 130 | 345 | 120 | 120 | 140 | 85 | 60 | 220 |
| Nigeria | | | | | | | | | | | | | | | | | | 240 | 150 | 280 | 270 | 140 | 120 | 115 |
| Senegal | | | | | | | | | | | | | | | | | | | 380 | 325 | 340 | 350 | 340 | 130 |
| Swaziland | | | | | | | | | | | | | | | | | | | | 120 | 175 | 90 | 105 | 270 |
| Tanzania | | | | | | | | | | | | | | | | | | | | | 45 | 105 | 80 | 200 |
| Uganda | | | | | | | | | | | | | | | | | | | | | | 130 | 115 | 225 |
| Zambia | | | | | | | | | | | | | | | | | | | | | | | 60 | 240 |
| Zimbabwe | | | | | | | | | | | | | | | | | | | | | | | | 215 |
| UK | | | | | | | | | | | | | | | | | | | | | | | | |

| Row Labels | UK - Aberdeen | UK - Addlestone | UK - Bedford | UK - Birmingham | UK - Bracknell | UK - Brighton | UK - Bristol | UK - Edinburgh | UK - Glasgow | UK - Inverness | UK - Leeds | UK - Livingston | UK - London | UK - Manchester | UK - Milton Keynes | UK - Newcastle | UK - Sheffield | UK - Swindon | UK - Tingley | UK - Warrington | UK - Watford | | | | | | | | | | | | | | | | | | | | | |
|--------------------|---------------|-----------------|--------------|-----------------|----------------|---------------|--------------|----------------|--------------|----------------|------------|-----------------|-------------|-----------------|--------------------|----------------|----------------|--------------|--------------|-----------------|--------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|---|---|---|---|---|
| UK - Aberdeen | | 3 | 24 | 20 | 18 | 24 | 23 | 29 | 7 | 22 | 14 | 28 | 10 | 23 | 16 | 24 | 18 | 17 | 19 | 16 | 15 | 19 | | | | | | | | | | | | | | | | | | | | |
| UK - Addlestone | | | 24 | | 16 | 10 | 13 | 16 | 16 | 19 | 23 | 22 | 14 | 18 | 15 | 13 | 20 | 16 | 13 | 12 | 13 | 12 | | | | | | | | | | | | | | | | | | | | |
| UK - Bedford | | | | 20 | 16 | | 10 | 8 | 6 | 14 | 11 | 20 | 18 | 20 | 12 | 8 | 9 | 7 | 9 | 8 | 7 | 8 | 3 | | | | | | | | | | | | | | | | | | | |
| UK - Birmingham | | | | | 18 | 10 | 10 | 4 | 7 | 10 | 10 | 12 | 20 | 16 | 14 | 12 | 8 | 6 | 15 | 9 | 7 | 6 | 6 | 8 | | | | | | | | | | | | | | | | | | |
| UK - Bracknell | | | | | | 24 | 13 | 8 | 7 | 3 | 7 | 10 | 16 | 17 | 22 | 17 | 5 | 13 | 12 | 15 | 13 | 4 | 10 | 11 | 5 | | | | | | | | | | | | | | | | | |
| UK - Brighton | | | | | | | 23 | 16 | 6 | 10 | 7 | | 13 | 15 | 17 | 22 | 20 | 18 | 7 | 12 | 11 | 13 | 12 | 7 | 9 | 11 | 4 | | | | | | | | | | | | | | | |
| UK - Bristol | | | | | | | | 29 | 16 | 14 | 10 | 10 | 13 | 10 | 20 | 23 | 24 | 20 | 20 | 11 | 17 | 18 | 17 | 16 | 9 | 14 | 18 | 9 | | | | | | | | | | | | | | |
| UK - Edinburgh | | | | | | | | | 7 | 19 | 11 | 12 | 16 | 15 | 20 | | 13 | 9 | 18 | 3 | 17 | 10 | 16 | 10 | 8 | 14 | 7 | 10 | 11 | | | | | | | | | | | | | |
| UK - Glasgow | | | | | | | | | | 22 | 23 | 20 | 20 | 17 | 17 | 23 | 13 | 16 | 20 | 27 | 17 | 18 | 11 | 23 | 14 | 13 | 17 | 11 | 10 | 14 | | | | | | | | | | | | |
| UK - Inverness | | | | | | | | | | | 14 | 22 | 18 | 16 | 22 | 24 | 9 | 20 | | 26 | 9 | 21 | 14 | 22 | 16 | 15 | 17 | 14 | 14 | 18 | | | | | | | | | | | | |
| UK - Leeds | | | | | | | | | | | | 28 | 14 | 20 | 14 | 17 | 20 | 20 | 18 | 27 | 26 | 18 | 22 | 18 | 17 | 24 | 19 | 17 | 16 | 16 | 7 | | | | | | | | | | | |
| UK - Livingston | | | | | | | | | | | | | 10 | 18 | 12 | 12 | 17 | 18 | 20 | 3 | 17 | 9 | 22 | | 17 | 10 | 16 | 10 | 9 | 13 | 10 | 10 | 14 | | | | | | | | | |
| UK - London | | | | | | | | | | | | | | | 23 | 15 | 8 | 8 | 5 | 7 | 11 | 17 | 18 | 17 | 6 | 11 | 11 | 14 | 13 | 6 | 11 | 11 | 3 | | | | | | | | | |
| UK - Manchester | | | | | | | | | | | | | | | | 16 | 13 | 9 | 6 | 13 | 12 | 17 | 10 | 11 | 14 | 17 | 10 | 11 | 3 | 13 | 7 | 6 | 8 | 4 | 4 | 8 | | | | | | |
| UK - Milton Keynes | | | | | | | | | | | | | | | | | 24 | 20 | 7 | 15 | 12 | 11 | 18 | 16 | 23 | 22 | 24 | 16 | 11 | 13 | | 14 | 12 | 11 | 12 | 13 | 7 | | | | | |
| UK - Newcastle | | | | | | | | | | | | | | | | | | 18 | 16 | 9 | 9 | 15 | 13 | 17 | 10 | 14 | 16 | 19 | 10 | 14 | 7 | 14 | | 6 | 11 | 6 | 7 | 9 | | | | |
| UK - Sheffield | | | | | | | | | | | | | | | | | | | 17 | 13 | 8 | 7 | 13 | 12 | 16 | 8 | 13 | 15 | 17 | 9 | 13 | 6 | 12 | 6 | | 9 | 3 | 5 | 7 | | | |
| UK - Swindon | | | | | | | | | | | | | | | | | | | | 19 | 12 | 7 | 6 | 4 | 7 | 9 | 14 | 17 | 16 | 13 | 6 | 8 | 11 | 11 | | 9 | 8 | 7 | 5 | | | |
| UK - Tingley | | | | | | | | | | | | | | | | | | | | | 16 | 13 | 8 | 6 | 10 | 9 | 14 | 7 | 11 | 14 | 16 | 10 | 11 | 4 | 12 | 6 | 3 | 8 | | 4 | 6 | |
| UK - Warrington | | | | | | | | | | | | | | | | | | | | | | 15 | 12 | 8 | 6 | 11 | 11 | 18 | 10 | 10 | 14 | 16 | 10 | 11 | 4 | 13 | 7 | 5 | 7 | 4 | 7 | |
| UK - Watford | | | | | | | | | | | | | | | | | | | | | | | 19 | | 3 | 8 | 5 | 4 | 9 | 11 | 14 | 18 | 7 | 14 | 3 | 8 | 7 | 9 | 7 | 5 | 6 | 7 |

Section 2 – Round Trip Delay Service Level Targets – Extended Access

The following targets are indicative only.

1. Round Trip Delays in Milliseconds (ms) for Cable & Wireless Communications (Caribbean):

| | Antigua | Barbados | BVI | Cayman | Dominica | Grenada | Jamaica | St. Kitts | St. Lucia | Miami NNI | NY NNI |
|-----------|---------|----------|-----|--------|----------|---------|---------|-----------|-----------|-----------|--------|
| Antigua | | 8 | 5 | 52 | 3 | 12 | 59 | 8 | 5 | 28 | 58 |
| Barbados | 13 | | 13 | 60 | 8 | 17 | 68 | 17 | 3 | 36 | 66 |
| BVI | 5 | 13 | | 47 | 8 | 17 | 53 | 4 | 10 | 23 | 53 |
| Cayman | 52 | 60 | 47 | | 55 | 64 | 54 | 50 | 57 | 23 | 53 |
| Dominica | 3 | 11 | 8 | 55 | | 9 | 8 | 11 | 7 | 31 | 61 |
| Grenada | 12 | 20 | 17 | 64 | 9 | | 63 | 20 | 8 | 40 | 70 |
| Jamaica | 58 | 68 | 53 | 8 | 63 | 70 | | 57 | 63 | 30 | 60 |
| St. Kitts | 8 | 17 | 3 | 50 | 11 | 20 | 57 | | 13 | 27 | 56 |
| St. Lucia | 5 | 13 | 10 | 57 | 8 | 7 | 63 | 13 | | 33 | 63 |
| Miami NNI | 28 | 37 | 24 | 24 | 32 | 41 | 32 | 28 | 33 | | 30 |
| NY NNI | 59 | 65 | 53 | 54 | 62 | 71 | 63 | 56 | 63 | 30 | |

2. Round Trip Delays in Milliseconds (ms) for Telefonica (Latin America):

| | Bogota | Buenos Aires | Lima | Miami NNI | Mexico | Sao Paulo | Chile | London NNI |
|--------------|--------|--------------|------|-----------|--------|-----------|-------|------------|
| Bogota | | 265 | 184 | 108 | 166 | 264 | 237 | 270 |
| Buenos Aires | 265 | | 110 | 187 | 261 | 50 | 57 | 332 |
| Lima | 184 | 110 | | 101 | 171 | 165 | 59 | 249 |
| Miami NNI | 108 | 187 | 101 | | 73 | 163 | 144 | 59 |
| Mexico | 166 | 261 | 171 | 73 | | 237 | 333 | 188 |
| Sao Paulo | 264 | 50 | 165 | 163 | 237 | | 105 | 308 |
| Chile | 237 | 57 | 59 | 144 | 333 | 105 | | 297 |
| London NNI | 270 | 332 | 249 | 59 | 188 | 308 | 297 | |

3. Round Trip Delay in Milliseconds (ms) for China Telecom (China)

| | East China | Central China | West China |
|---------------|------------|---------------|------------|
| East China | 120 | 200 | 320 |
| Central China | 200 | 200 | 320 |
| West China | 320 | 320 | 320 |

4. Round Trip Delay in Milliseconds (ms) for Telekom (Malaysia)

| | Malaysia | Singapore | Indonesia | Hong Kong | Egypt | Bahrain | London | New York | Los Angeles | Sri Lanka |
|-------------|----------|-----------|-----------|-----------|-------|---------|--------|----------|-------------|-----------|
| Malaysia | | 25 | 40 | 60 | 170 | 170 | 250 | 310 | 250 | 85 |
| Singapore | 25 | | 50 | 80 | 180 | 180 | 250 | 310 | 250 | 95 |
| Indonesia | 40 | 50 | | 90 | 200 | 200 | 270 | 340 | 280 | 105 |
| Hong Kong | 60 | 80 | 90 | | 230 | 230 | 300 | 370 | 270 | 130 |
| Egypt | 170 | 180 | 200 | 230 | | 180 | 410 | 480 | 380 | 250 |
| Bahrain | 170 | 180 | 200 | 230 | 180 | | 410 | 480 | 380 | 250 |
| London | 250 | 250 | 270 | 300 | 410 | 410 | | 90 | 170 | 300 |
| New York | 310 | 310 | 340 | 370 | 480 | 480 | 90 | | 90 | 370 |
| Los Angeles | 250 | 250 | 280 | 270 | 380 | 380 | 170 | 90 | | 270 |
| Sri Lanka | 85 | 95 | 105 | 130 | 250 | 250 | 300 | 370 | 270 | |

5. Round Trip Delay in Milliseconds (ms) for Batelco (Middle East)

| Region | Real time | Mission critical | Standard data |
|--------------------|-----------|------------------|---------------|
| Gulf region | <=35 ms | <=40 ms | <=50 ms |
| Middle East region | <=45 ms | <=50 ms | <=55 ms |

6. Round Trip Delay in Milliseconds (ms) for other carriers

| Carrier | Countries | Round Trip Delay |
|--------------------------------|---|------------------|
| Telecom Italia Sparkle (Italy) | Italy | 60 ms |
| Softbank Telecom (Japan) | Intra-Japan | 35 ms |
| Telus (Canada) | Intra-Canada: | 70 ms |
| | Canada-NY & LA NNIs | 120ms |
| Tawasul (Middle East) | Between Kuwait; Oman; Qatar; & Saudi Arabia | 60ms |

7. Vodafone will make available to the Customer Extended Access RTD Service Levels for countries not listed in this document upon request.