



onecom

DIA & Fibre Ethernet Service Terms

1. General

These DIA & Fibre Ethernet Service Terms should be read in conjunction with all other terms of the Contract.

2. Definitions and interpretation

2.1 Terms defined in the Contract shall have the same meaning in these DIA & Fibre Ethernet Service Terms. The following definitions shall also apply.

Carrier	any supplier used by Onecom to deliver the Services
Customer Equipment	any apparatus situated at a Site, not being Onecom Equipment, and used by the Customer whether independently or in conjunction with the Onecom Equipment, in connection with the Services
Incident	a support or maintenance requirement or event relating to the Services
Planned Maintenance Hours	the period between 10pm and 6am UK time
Network Terminating Equipment	any apparatus provided by or utilised by a Carrier at the end of the communication path to the Site to provide a data connection to the Onecom Equipment
Onecom Equipment	any equipment provided by Onecom at a Site in order to provide the Services
Onecom Personnel	all employees, staff, other workers, agents and consultants of Onecom and of any sub-contractors who are engaged in the provision of the Services from time to time
Services	as applicable: <ol style="list-style-type: none"> i. DIA ii. fibre ethernet
Standard Support Hours	24x7x365
Support Services	the support and maintenance services provided by Onecom in the event of an Incident

2.2 The rules of interpretation set out in the Contract apply to these DIA & Fibre Ethernet Service Terms.

3. Surveys

3.1 The Charges are subject to survey prior to Service installation. Onecom shall endeavour to complete the survey within 26 Business Days of an Order.

3.2 If, following such survey, Onecom determines that excess construction charges are payable by the Customer, Onecom shall notify the Customer of such, and all work relative to providing the Services shall be suspended without penalty until the Customer provides Onecom with written acceptance of such charges. In such circumstances, the Customer may cancel the Order by providing written notice to Onecom. If the Customer has not provided Onecom with written acceptance of such charges within five Business Days, Onecom shall be entitled to immediately cancel the Order without liability to the Customer.

- 3.3 Where no excess construction charges have been confirmed following the survey, the provision of the Services will automatically continue.
- 3.4 Onecom reserves the right to modify or withdraw any quotations and/or delivery timescales previously provided, following completion of such surveys and checks.
- 3.5 Should the provision of Services be cancelled after the point of acceptance of excess construction charges and/or after five Business Days of confirmation that no excess construction charges are applicable, Onecom reserves the right to charge cancellation charges for any work carried out by Onecom (or any third party acting on Onecom's behalf) or any costs incurred by Onecom (or any third party acting on Onecom's behalf) in installing and provisioning the Services, in addition to any administration charges imposed on Onecom by any Carrier.

4. Customer Obligations

- 4.1 It is the Customer's responsibility to ensure that its internal network or internet connection is configured to support the Services and meets the minimum requirements as communicated to the Customer by Onecom from time to time.
- 4.2 The Customer shall (save where the Customer has contracted with Onecom for an installation service) connect any Network Terminating Equipment to the Onecom Equipment in accordance with Onecom's reasonable instructions.
- 4.3 If the Customer uses the Services to link to any other networks, it shall comply, at all times, with any policies and/or terms and conditions imposed by the operators of such other networks.
- 4.4 Onecom and its Carriers, in accordance with industry practice, operate a two-week network freeze during late December and/or early January and consequently:
 - 4.4.1 Services cannot be made live and no changes to Services can be effected during such period; and
 - 4.4.2 Service lead-times shall be extended accordingly.

For the avoidance of doubt, existing Services will continue to be provided and supported as usual during the network freeze.

- 4.5 The Customer acknowledges and accepts that Onecom and its Carriers reserve the right to change the design or specifications of the Services.

5. Equipment

- 5.1 Network Terminating Equipment shall remain the Carrier's property and form part of the Services notwithstanding that it may be situated on or affixed to a Site.
- 5.2 Onecom Equipment shall remain Onecom's property and form part of the Services notwithstanding that it may be situated on or affixed to a Site.
- 5.3 Notwithstanding clauses 5.1 and 5.2, the Customer shall be responsible for all loss, damage or destruction to Network Terminating Equipment and Onecom Equipment while situated at a Site other than as a result of Onecom's act or omission. The Customer shall notify Onecom immediately of such loss or damage. In particular (without prejudice to the generality of the foregoing) the Customer undertakes to ensure:
 - 5.3.1 that Network Terminating Equipment and Onecom Equipment is kept at the Site and not moved;

- 5.3.2 that all instructions relating to Network Terminating Equipment and Onecom Equipment notified by Onecom to the Customer are complied with;
- 5.3.3 Network Terminating Equipment and Onecom Equipment is not repaired or otherwise maintained except by Onecom or its authorised representative; and
- 5.3.4 Network Terminating Equipment and Onecom Equipment is not sold, transferred, disposed of, let, mortgaged or charged and no act or omission is taken which is or may be prejudicial to the owner's rights.
- 5.4 The Customer shall ensure (at the Customer's cost) that a suitable environment, accommodation, facilities and electrical power in accordance with the relevant installation standards and regulations is provided and maintained for the duration of the Contract. This includes, but is not limited to, cables, trunking, electricity and air-conditioning as are required to receive the Services and ensure the correct operation of the Network Terminating Equipment. Onecom shall not be responsible for any interruption or failure of the Services caused by any failure to comply with this clause.
- 5.5 Onecom shall use reasonable endeavours to comply with the Customer's reasonable requests in respect of installation of any Network Terminating Equipment and Onecom Equipment, but Onecom's decision shall be final.
- 5.6 The Customer shall ensure that Network Terminating Equipment and Onecom Equipment is not altered, adjusted or interfered with in any way unless Onecom has given prior written consent, save in the case of emergency and provided that the Customer advises Onecom immediately thereafter of the emergency action taken and the circumstances requiring it. The Customer shall indemnify Onecom in full against any costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) calculated on a full indemnity basis suffered or incurred by Onecom due to such action.
- 5.7 Onecom shall have the right to modify or replace Network Terminating Equipment and Onecom Equipment or any part thereof provided that such modification or replacement is carried out at Onecom's expense and does not materially impair the Services.
- 5.8 The Customer shall permit, or procure permission for, Onecom Personnel to have free and safe access to the Site to inspect, install, repair, maintain or replace Network Terminating Equipment and Onecom Equipment and to provide the Services during the term of the Contract.
- 5.9 In the event the Customer becomes aware that any Customer Equipment connected to the Services does not comply with the relevant instructions, standards or Applicable Laws, the Customer shall immediately disconnect the Customer Equipment or ensure its immediate compliance. Failure to disconnect non-compliant Customer Equipment may result in Onecom disconnecting it at the Customer's cost, and/or immediately terminating the Services.
- 5.10 Onecom will not be liable for any failure to meet any service levels or any failure of the Services or any other obligations if such failure has been found to be caused by the connection of any Customer Equipment.
- 5.11 The Onecom demarcation point for Services will be the Onecom Equipment.
- 5.12 For the avoidance of doubt, Onecom accepts no liability for:
 - 5.12.1 any loss the Customer may suffer as a result of use or misuse of Customer Equipment by the Customer (or someone acting on the Customer's behalf); and/or
 - 5.12.2 any damage to the Customer Equipment caused by the Customer (or someone acting on the Customer's behalf) or as a result of any faults in Customer Equipment.

6. Support Services

- 6.1 In the event the Customer reports an Incident, Onecom shall provide Support Services during the Standard Support Hours.
- 6.2 The Support Services shall be provided on a remote, off-site basis (such as telephone or e-mail).
- 6.3 The provision of the Support Services outside the Standard Support Hours or at a Site shall be charged for at the applicable time and materials rates as detailed in a quotation provided by Onecom, and acceptance of such quotation shall constitute an Order.
- 6.4 In the event Onecom provides Support Services at a Site, the Customer shall provide Onecom with access to the Site on such date and time as agreed between the parties in writing.
- 6.5 In the event the Customer:
 - 6.5.1 breaches clause 6.4; and/or
 - 6.5.2 provides Onecom with an incorrect address, or Onecom is unable to access the Site as a result of an act or omission by the Customer,

Onecom reserves the right to charge the Customer an abortive site visit fee as detailed in the Price Guide.

- 6.6 In the event Onecom provides Support Services at a Site and Onecom determines (in its sole discretion) that:
 - 6.6.1 no fault is found; and/or
 - 6.6.2 the fault was due to an act or omission by the Customer,

Onecom reserves the right to charge the Customer a no fault found fee as detailed in the Price Guide.

7. Service management

- 7.1 Reporting an Incident
 - 7.1.1 Priority 1 and Priority 2 Incidents (as described in the table at clause 7.2) must be logged via telephone call only and can be logged at any time seven days a week, 24 hours a day (including bank holidays).
 - 7.1.2 Priority 3 and Priority 4 Incidents (as described in the table at clause 7.2) may be logged by telephone, on OneCloud or via email during Business Hours.
 - 7.1.3 When the Customer is reporting an Incident, it shall provide to Onecom as much information as is reasonably available in the circumstances including but not limited to the following:
 - (a) the reporter's name and telephone number;
 - (b) the affected Site (including postcode);
 - (c) Incident description, including the time the Incident occurred, any error messages received and any action taken to diagnose or resolve any fault before reporting the Incident; and
 - (d) such other information, assistance, data and other access to information or to the Site as are reasonably necessary to assist Onecom in responding to the relevant Incident.

7.2 Incident Priority

Onecom shall categorise an Incident in line with the following criteria.

Priority Level Description	Example
Priority 1 Total loss of functionality of the Service. All Users are impacted.	Service is completely unavailable for use by the Customer
Priority 2 A substantial impact/degradation of the Customer's use of the Service for all Users	Partial outage, severe limitation to Customer's operation or partial loss of system functionality. Production is capable but business is severely impacted
Priority 3 Medium serious impact to business due to an impact of the quality of the Service	Component failure or functional loss resulting in limitation to Customer's operations. Moderate limited impact to the Customer's business operations
Priority 4 Incident affecting a single User	An Incident impacting a single User or a problem where assistance is required to aid trouble shooting

7.3 Incident Response Time Targets

7.3.1 Onecom shall use reasonable endeavours to respond to all reported Incidents within the following Incident response time targets from the reporting of any Incident:

Incident Priority	Incident Response Time Target
Priority 1	1 Business Hour
Priority 2	2 Business Hours
Priority 3	4 Business Hours
Priority 4	12 Business Hours

7.3.2 An response by Onecom to an Incident shall include an acknowledgement of the Incident and may include a request for further information reasonably required by Onecom.

7.4 Incident Resolution Time Targets

7.4.1 Onecom shall use reasonable endeavours to resolve all reported Incidents within the following Incident resolution time targets:

Incident Priority	Incident Resolution Time Target
Priority 1	6 Business Hours
Priority 2	12 Business Hours
Priority 3	48 Business Hours
Priority 4	N/A

7.4.2 The incident resolution time shall be calculated from the point at which the following conditions have been satisfied:

- (a) Onecom has responded to the Incident and categorised it in line with the criteria described in the table at clause 7.2;
- (b) a ticket has been created on the Onecom ticketing system, which has been allocated to a Onecom engineer; and
- (c) any initial diagnosis work has been completed.

7.4.3 An Incident shall be resolved when the ticket is (i) closed on the Onecom ticketing system; or (ii) when Onecom has notified the Customer that the Incident has been resolved, whichever is sooner.

8. Exclusions

- 8.1 The Incident response and resolution time targets shall not apply to any unavailability, suspension or termination of the Services:
- 8.1.1 that results from scheduled downtime and/or maintenance (planned or emergency), whether or not during Planned Maintenance Hours;
 - 8.1.2 arising from Onecom's suspension and/or termination of the Service in accordance with the Contract;
 - 8.1.3 caused by a Force Majeure Event;
 - 8.1.4 that results from any acts or omissions of the Customer;
 - 8.1.5 that results from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology; or
 - 8.1.6 related to any other service provided by Onecom (whether or not distinct service levels may apply to such service).

9. Fraud

- 9.1 In the event the Customer becomes aware of, or reasonably suspects fraudulent use of the Services, it shall immediately:
- 9.1.1 stop using the impacted Services; and
 - 9.1.2 notify Onecom.

9.2 The Customer acknowledges and agrees that:

9.2.1 Onecom does not provide or warrant any prevention of fraudulent use of the Services;

9.2.2 in the event of any actual, alleged or suspected fraudulent use of the Services:

(a) Onecom shall have no liability to the Customer; and

(b) Onecom's sole obligation to the Customer is to (at the Customer's cost):

(i) reasonably cooperate with the Customer upon request; and

(ii) provide reasonable assistance to the Customer with the prevention of any fraudulent use of the Services reported to Onecom;

9.2.3 it shall remain solely responsible for all expenses and liabilities, including usage charges, relating to the fraudulent use of the Services.

9.3 Without prejudice to clause 9.2, Onecom reserves the right to block any actual, alleged or suspected fraudulent use of the Services without prior notice.

10. Liability

10.1 Upon activation of the Service, the Customer accepts it may experience a temporary loss of its existing line.

10.2 Onecom cannot guarantee that the Service will operate at data transfer speeds set out in the Contract or otherwise.

10.3 The Service is provided on an "as is" and "as available" basis and without warranty of any kind, express or implied, including but not limited to, the implied warranties of merchantability, quality, uninterrupted or error-free, fitness for a particular purpose, any warranties implied by any course of performance or usage of trade, or that the Service will meet the Customer's requirements, all of which are expressly disclaimed.

10.4 Onecom additionally disclaims all warranties related to third-party providers and the Customer acknowledges, understands and agrees that Onecom exercises no control over, and disclaims any responsibility for, the accuracy and quality of any information transmitted via the internet or a telecommunications provider network by or on behalf of Onecom with the use of any account and/or the Services.

10.5 Onecom shall accept no liability whatsoever for any loss suffered by the Customer, or any third party, as a result of:

10.5.1 Services installation, including but not limited to loss caused by the installation of any Customer Equipment, Onecom Equipment or Network Terminating Equipment; or

10.5.2 any faulty Customer Equipment. Notwithstanding any list of suitable Customer Equipment which may be published by Onecom, Onecom does not warrant that any particular Customer Equipment shall be compatible with the Services and Onecom shall not be responsible for supporting any Customer Equipment; or

10.5.3 the use or misuse of the Customer Equipment by the Customer. In particular, Onecom is not liable whatsoever for damage caused by the Customer or the Customer's failure to correctly configure any Customer Equipment; or

10.5.4 the Services no longer being accessible because of anything which is done to the Customer Equipment,

including without limitation any alternations to Customer Equipment settings, save where this is done upon the express written instructions of Onecom.

11. Planned and Emergency Maintenance

- 11.1 Planned outages may be required for scheduled maintenance and upgrade activities. Onecom will use reasonable endeavours to effect such outages during Planned Maintenance Hours and, where possible, give the Customer at least five Business Days' advance notice of any planned maintenance.
- 11.2 It may be necessary, from time to time, to carry out emergency maintenance to the Services to maintain appropriate levels of service quality. Onecom will use reasonable endeavours to inform the Customer of the likely disruption period at the earliest opportunity and, where necessary, work with Onecom's carrier partners to discourage maintenance without notification.
- 11.3 Emergency maintenance shall, wherever possible, take place within the Planned Maintenance Hours and be notified to the Customer as soon as practical. The Customer acknowledges that it may not be possible to provide the Customer with advance notification of emergency maintenance.

12. Term and Termination

- 12.1 Upon termination of the Contract or cessation of the Services (for any reason whatsoever) Onecom may, by giving notice to the Customer:
 - 12.1.1 require the Customer (at the Customer's cost and risk) to immediately return the Network Terminating Equipment and/or Onecom Equipment to such location as Onecom may specify to the Customer in writing; and/or
 - 12.1.2 enter any Site to repossess any Network Terminating Equipment and/or Onecom Equipment.
- 12.2 Onecom shall take no responsibility for, and does not guarantee that, the Customer will remain the owner of any IP address or any features of a connection following cessation of the Services.
- 12.3 The minimum notice period for termination of the Services without cause is 90 days.