

ANNEX 8 - DARK FIBRE - SPECIFIC TERMS AND CONDITIONS

1. OVERVIEW

- 1.1. The annex applies to Dark Fibre services ("the Service") provided by Wildcard. Dark Fibre services provided a dedicated fibre optic connection between two sites are provided "unlit" where the Customer can choose to light using appropriate optical transmission equipment or multiplexers.
- 1.2. The General Terms and Conditions shall also apply which are incorporated by this reference. This annex shall be referred to as the "Related Annex". The latest version of the General Terms and Conditions and this annex can always be found at <https://www.wildcard.net.uk/terms-and-conditions/>

2. SERVICE DELIVERY AND CONFIGURATION

- 2.1. The Service will be delivered between specific installation locations ("the Install Sites" or "the Install Site") as defined in the Order.
- 2.2. Depending upon the physical location of the Install Sites, the Service will be delivered over Wildcard's own fibre cabling infrastructure and/or utilising a third-party dark fibre service.
- 2.3. The fibre optical cable utilised will conform to G.657 or G.652 standards and will be tested to the appropriate standards with a link budget suitable for the distance of the fibre stretch between the Install Sites. Upon service handover Wildcard will provide the Customer with an overview of the fibre path, optical loss, and if appropriate OTDR traces for each core.
- 2.4. As standard the service will be terminated to a rack-mounted fibre optic ODF or patch panel with LC presentation, or a wall-mounted terminal box with LC presentation.
- 2.5. The Order will specify how many fibre cores will be available for use by the Customer between the Install Sites.
- 2.6. The Service is unlit, the Customer will be responsible for lighting the fibre cores using suitable optical transmission equipment intended for telecommunication use. The Service will be compatible with 1000BaseLX and 10GBaseLR/ER optics as standard, whilst other transmission equipment intended for single-mode fibre-optic transmission will operate in accordance with the optical loss at the specified wavelength this can't be guaranteed unless specified in the Order.
- 2.7. The Customer will be responsible for any non-domestic business rates due by utilising the Service.
- 2.8. Following acceptance of the Order, Wildcard will endeavour to provide an expected date for the service to go-live ("Target Date") as soon as possible. The Target Date will depend upon the complexity of the fibre route and any engineering difficulties. The typical lead time from acceptance of the Order to the Target Date may be specified in the Order.
- 2.9. Following acceptance of the Order, a site-survey will usually be performed to establish the best method of delivery for the Service. In the event that extra works are required above those expected for a typical installation, Wildcard reserve the right to issue a variation to the Order to cover these costs. The Customer may then accept these costs or cancel the Contract with no obligation, clause 8.4 of the General Terms and Conditions shall not apply to such a cancellation.
- 2.10. The Customer will allow access to the Install Site(s) to Wildcard representatives (including subcontractors) to allow for installation, survey and occasional maintenance associated with the Service. Wildcard will provide reasonable notice if possible.
- 2.11. Where works are required to the land and/or premise at the Install Site(s), Wildcard may require Wayleave consent to allow the installation of plant/ducts/cabling. Such Wayleave consent not to be unreasonably withheld.
- 2.12. Wildcard will provide access to 24/7 emergency support in relation to the Service to the Customer unless otherwise specified in the Order. An emergency telephone number or access PIN will be provided to allow direct access to our emergency support service. Emergency support should only be used for critical issues affecting the Service. Wildcard reserve the right to charge for support outside of our reasonable control, non-critical issues or issues resulting from actions of the Customer.

3. SERVICE LEVEL AGREEMENT

- 3.1. This section sets out the service levels associated with the Service to be provided by Wildcard to the Customer and the compensation for failure to meet these service levels ("the SLA").
- 3.2. The SLA defines targets for availability of network connectivity to be provided by Wildcard to the Customer. In addition the SLA defines the methods for reporting actual performance against these targets.
- 3.3. Wildcard shall not be liable to pay compensation under the SLA where its failure to meet any of its obligations under this SLA is caused by a Force Majeure Event, by failure of the Customers equipment, or by any act or omission of the Customer, or any third party acting on behalf of the Customer.
- 3.4. The maximum monthly credit available under this SLA is limited to an amount equal to the equivalent monthly charge for the Service.
- 3.5. Credits or other compensation under this SLA shall only be payable where (a) the Customer has submitted to Wildcard, a claim in writing identifying the events relating to the SLA to support@wildcard.net.uk, where the Customer believes compensation is due, and (b) where Wildcard has agreed in writing, responding without undue delay, to that claim.

TARGET REPAIR TIME

- 3.6. The Target Repair Time is specified in clause 5 of this annex. Where the Service experiences a critical fault which has not been resolved with the Target Repair Time after being reported by the Customer using the procedures set out in section 4 of this annex, compensation will be provided as credits to the Customer's account. Delays due to inability to access the Install Site or caused by the Customer shall not be included in the Hours over Target Repair Time. The amount of compensation provided is derived from the following table:

Hours over Target Repair Time	Service Level Credit (percentage of monthly charge for the Service)
Up to 2 Hours	6%
Up to 4 Hours	12%
Up to 6 Hours	24%
More than 6 Hours	30%

4. SERVICE FAULT REPORTING AND NETWORK MAINTENANCE

- 4.1. The Customer shall report all faults relating to the Service to Wildcard on the standard support numbers provided with the Service. Wildcard shall notify the Customer when any faults are resolved and the Service is operating correctly.
- 4.2. As with any network, from time to time maintenance will be required. Wildcard shall endeavour to keep disruption of the Service to a minimum.
 - 4.2.1. In the event of scheduled maintenance where Wildcard are aware that the maintenance work will affect the Service, Wildcard shall inform the Customer providing at least 7 days notice.
 - 4.2.2. In the event of unscheduled or emergency maintenance Wildcard shall endeavour to contact the Customer, but due to the nature of this work this may not always be possible. In these events Wildcard shall make adequate provisions to provide up to date information about the maintenance work to the Customer by means of the emergency contact numbers provided with the Service.

5. SERVICE SPECIFIC DEFINITIONS

Minimum Contract Notice	90 Days	This is the period of notice required to cancel the contract providing the Service.
Minimum Contract Term	3 Years or specified in the Order	Unless otherwise specified in the order paperwork the service will have a minimum term of 3 years.
Target Repair Time	4 Hours	This is the target time from the Customer reporting a fault to the repair. If the repair time exceeds this, SLA credits may apply.