

Broadband Product Annex

Product Annex v202210D

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1. Introduction

Thank you for your recent order with FluidOne and we look forward to providing this Service to you and delivering an excellent Customer experience. We are committed to continually improving our Services and look forward to receiving any feedback on the performance or quality of your interaction with FluidOne.

This document outlines key details about your Service including product detail, installation details through to support and Service credits. This document is updated regularly so please ensure you log into the FluidOne Dash portal for the latest version.

This document will form part of your Contract with FluidOne (following acceptance of your Order by FluidOne) for the provision of the FluidOne Service, as further detailed in the Master Services Agreement. This document uses a number of words and expressions whose meaning are defined Section 11 of this document. Further definitions used in this document are found in the Clause 19 of the Master Services Agreement.

2. General Details

Broadband offers high-quality, business grade connectivity over copper and fibre infrastructure. There are several different Services in the broadband product family outlined below:

- *SMPF ADSL2+*
- *MPF ADSL2+*
- *Fibre to the Cabinet (FTTC)*
- *Single Order Generic Ethernet Access (SOGEA)*
- *Fibre to the Premises (FTTP)*

2.1. SMPF ADSL2+

SMPF (Shared Metallic Path Facility) ADSL2+ provides broadband over the existing UK copper infrastructure underpinning traditional telephony Services (PSTN). SMPF ADSL2+ requires a live PSTN Service before broadband can be provisioned.

SMPF ADSL2+ provides a two-wire metallic transmission path on the D-side (Distribution side) between the Network Terminating Equipment (NTE) at a Customer premise to the Primary Cross-Connection Point (PCP) street cabinet, then continues on the E-side (Exchange Side) between the PCP and the main distribution (MDF) or jumper frame at the local exchange.

A SMPF Service allows for broadband to be provisioned by FluidOne on an existing PSTN Service that may be supplied by FluidOne or another communications provider. FluidOne are also able to provide a new PSTN if you wish to take a SMPF Service.

2.2. MPF ADSL2+

MPF (Metallic Path Facility) ADSL2+ provides broadband much like SMPF ADSL2+ and also requires an underlying PSTN Service before it can be provisioned. However, an MPF product from FluidOne will provide both the PSTN Service and the broadband Service together at the same time.

2.3. Fibre to the Cabinet (FTTC)

Fibre-to-the-Cabinet (FTTC) provides broadband utilising similar infrastructure to ADSL2+ Services but also benefits from using fibre infrastructure.

FTTC uses a two-wire metallic path on the D-side, or distribution side, between the NTE at a Customer premise and the Primary Cross-Connection Point (PCP) street cabinet. At the street cabinet the wires are connected to a VDSL2 DSLAM (Digital Subscriber Line Access Multiplexer)

and then a fibre (rather than metallic) backhaul is used between the PCP and the main distribution frame at the exchange.

As a result of connecting to a DSLAM at the street cabinet, instead of the exchange as with ADSL2+, FTTC significantly reduces the length of the metallic path, reducing resistance and allowing much higher speeds and reliability to be achieved. As with ADSL2+, FTTC requires an underlying PSTN Service, which can be provided by FluidOne and delivered simultaneously with the FTTC circuit.

2.4. Single Order Generic Ethernet Access (SOGEA)

SOGEA Services offer connectivity over FTTC infrastructure, Service but do not depend on, or connect to, the traditional telephony network (PSTN). As a result, SOGEA is delivered as a data only Service and any telephony requirements need to be Service achieved through a separate VoIP Service.

As with FTTC, SOGEA utilises a two-wire metallic path on the D-side, or distribution side, between the NTE at a Customer premise and the PCP street cabinet before connecting to a DSLAM and then using fibre backhaul to reach the exchange.

SOGEA has been designed to supersede FTTC Services in light of the PSTN retirement programme due to complete in December 2025.

2.5. Fibre-to-the-Premises (FTTP)

Fibre-to-the-Premises (FTTP) is a next generation access product that benefits from fibre infrastructure from the Customers premise to the local exchange - with no metallic path elements present. The full fibre nature of FTTP means that significantly faster Bandwidths are available compared to ADSL2+, FTTC or SOGEA Services.

FTTP is provided as a data only Service and any telephony requirements need to be Service achieved by a separate VoIP Service.

2.6. Resilient Circuits

Broadband circuits can also be configured to act as backup circuits to other forms of connectivity, such as Fibre Ethernet/Leased Lines, Mobile Broadband (4G/5G) or other fixed-line broadband Services or can be a primary circuit with Mobile Broadband (4G/5G) backup.

This Service was previously called ADVANCE (see section 3.7) but is now available as an option to any existing FluidOne circuit.

Resilient broadband circuits (Primary or Backup) will require additional CPE configuration or equipment, which FluidOne will provide as long as the order specifies resilience is required.

2.7. Broadband Compatibility

2.7.1. Modem/Router Requirements

If FluidOne are not supplying the CPE device to terminate the broadband Service, then you need to ensure that terminating equipment is compatible with the type of broadband Service chosen.

- SMPF ADSL2+ and SMPF ADSL2+ require a modem or router compatible with the ADSL 2+ ITU-T G.992.5 Annex A and ADSL 2+ Annex M ITU-T G.992.5 Annex M standard
- FTTC and SOGEA require a modem or router compatible with the VDSL2 ITU G.993.2 standard and be Openreach MCT (Modem Conformance Testing) approved
- FTTP will require a device with an RJ45(Ethernet)WAN port, as FTTP will be presented as RJ45 as opposed to a standard BT/BS 6312 connector or RJ11, as is the case with ADSL2+, FTTC and SOGEA.

2.7.2. Incompatible Services

There are a number of Services that will not be compatible with FluidOne broadband Services, specifically MPF or SMPF ADSL2+ and FTTC Services. Details of incompatible services can be found in the Supplier Information Notes (SIN) documentation SIN346 **BT ADSL Interface Description** available at <https://www.bt.com/about/sinet>.

3. Product Description

3.1. Broadband Product Variants

Product	Requires Existing PSTN	Natively Voice Capable	Delivery	Maximum Downstream Bandwidth	Maximum Upstream Bandwidth
SMPF ADSL2+	Yes*	Yes, if PSTN Service is taken	Copper to exchange	Up to 24 Mbps	Up to 1.3 Mbps (Annex A) Up to 2.5 Mbps (Annex M)
MPF ADSL2+	No	No, unless requested	Copper to exchange	Up to 24 Mbps	Up to 1.3 Mbps (Annex A) Up to 2.5 Mbps (Annex M)
FTTC	Yes*	Yes, if PSTN Service is taken	Copper to street cabinet	Up to 80 Mbps (FTTC) Up to 330 Mbps (GFAST)	Up to 20 Mbps (FTTC) Up to 50 Mbps (GFAST)
SOGEA	No**	No, VoIP Service required	Copper to street cabinet	Up to 80 Mbps	Up to 20 Mbps
FTTP	No	No, VoIP Service required	Fibre to exchange	1 Gbps	220 Mbps

(*). Where an existing PSTN is required, FluidOne can provide the Service as part of the Broadband installation.

(**). If a PSTN exists, it can be converted to support a SOGEA Service.

xMPF ADSL2+, FTTC and SOGEA Services are Rate-Adaptive, subject to the quality and length of the underlying copper transmission path. Different maximum speeds sold at different rates.

When a line is of a very poor quality or has a very long length, it may not be possible to provide a Service.

3.2. Broadband Options

3.2.1. Care Levels

Broadband has several different "Care Level" options available, which are outlined below. Please note that the "Target Restore Time" is best endeavours by our carrier/supplier and is not a guarantee of Service restoration.

"Clock Hours" includes time that any support case has been worked on by the carrier/supplier and is not inclusive of time worked on the case by FluidOne or by the Customer or any party representing the Customer.

3.2.1.1. BT Wholesale Care Levels

BTW Care Category	Maintenance Category 5	Maintenance Category 4	Maintenance Category 14
Target Restore Time	40 Clock Hours	20 Hours	7 Hours
Supplier Working Hours	Monday-Sunday, 24 Hours (Inc. Bank Holidays)	Monday-Sunday, 24 Hours (Inc. Bank Holidays)	Monday-Sunday, 24 Hours (Inc. Bank Holidays)
Engineering visits	08:00-18:00 Monday - Saturday (Exc. Bank Holidays)	Monday-Sunday, 24 Hours (Inc. Bank Holidays)*	Monday-Sunday, 24 Hours (Inc. Bank Holidays)*
FluidOne Care Category	Standard Care	Business Care	Premium Care

* Out of hours (18:00 - 08:00) engineering visits to site may be used to complete a repair if unrestricted access is available from an onsite named contact.

3.2.1.2. TalkTalk Business Care Levels

TTB Care Category	Standard Care	Enhanced Care
Target Restore Time	2 Working Days	1 Working Day
Supplier Working Hours	Monday - Saturday (Exc. Public and bank holidays)	Monday-Sunday (Inc. Public and bank holidays)
Supplier Example	Clear by 23:59 next day, Monday to Saturday, excluding public and bank holidays. For example, report Tuesday, clear Wednesday	Report 13.00, clear by 23:59 same day. Report after 13:00 clear by 12:59 next day, seven days a week, including public and bank holiday
FluidOne Care Category	Standard Care	Business Care

3.2.1.3. Gigaclear Care Levels

Gigaclear Care Category	Silver	Gold
Response Time	1 Working Day	8 Working Hours
Target Restore Time	2 Working Days	1 Working Day
Supplier Working Hours	08:00 - 20:00 Monday-Friday	08:00 - 20:00 Monday-Friday
FluidOne Care Category	Standard Care	Business Care

3.2.1.4. ONFL Care Levels

ONFL Care Category	Service Loss Fault	Service Affecting Fault
Target Restore Time	48 Hours	120 Hours
FluidOne Care Category	Standard Care	

3.2.2. Traffic Weighting

Elevated Traffic is an option available on BT Wholesale and TalkTalk Business broadband Services. Elevated Traffic will improve performance during the busiest times on the carrier broadband network by providing preferential weighting to all traffic traversing the circuit against any circuits within the supplier's broadband network using "Standard" traffic weighting (typically consumer and low-grade business connectivity). The weighting is applied to all traffic and does not distinguish between different traffic types e.g., voice, web browsing, video traffic etc.

3.2.3. QoS

When taking a BT Wholesale circuit, there is the option to provide "RealTime" Quality of Service shaping and prioritisation against voice traffic. With RealTime QoS, shaped traffic (such as Voice traffic) is prioritised over the FluidOne core network as well as the carrier network, in both the upstream and downstream direction - allowing for a better IP voice experience. RealTime Quality of Service requires voice traffic to be marked as Expedited Forwarding (EF) DSCP class traffic.

Further QoS options are available upon request for broadband circuits provided by FluidOne, subject to the limitations of the broadband deployment. The level of QoS will be subject to requirements.

3.2.4. Additional IP Addresses

If a Customer requires additional public static IPv4 address the Customer shall specify this in the Order. If the Customer fails to specify this requirement, it will receive at completion of the Order either a single dynamic or a static IPv4 address at FluidOne's discretion. Additional IPv4 addresses can be purchased for a monthly charge, up to a /29 (8 IPv4 addresses, not all useable). The allocation of public IPv4 addresses shall be at FluidOne's sole discretion and capped on a per-Service basis. IPv4 addresses remain the property of FluidOne, are non-transferrable and revert to FluidOne when a Service is cancelled for re-use on other Services.

Note that this only applies to public IPv4 addresses and not MPLS solutions, where assigned IP addresses will be private.

FluidOne automatically assigns a dynamic IPv6 prefix to all broadband Services. Where the CPE supports IPv6, this means FluidOne broadband Services will automatically be dual-stack IPv4 and IPv6.

3.3. FluidOne Broadband Bundles Provisioned 2021 onwards

Broadband Services provisioned from 2021 onwards are differentiated by a feature set aligned to the intended use case as per the table below.

Bundle	QoS	FluidOne Helpdesk	Circuit Repair	Applicable Carriers	Availability SLA (with backup)	Traffic Priority	Public IPv4 Address*	Backup Option	WiFi	Hardware Replacement Warranty
Business Broadband Premium	EF Traffic	24x7	Premium	BTW	99.9% (99.99%)	Elevated	Up to /29 (5 IPs)	4G/Broadband	None	4 Working Hours
Business Broadband Standard	Optional	24x7	Business	BTW, TTB, Gigaclear	99%	Standard	Up to /31 (2 IPs)	4G	Optional	Next Business Day
Homeworker Broadband Premium	None	24x7	Business	BTW, TTB, Gigaclear	99% (99.9%)	Elevated	1 Static	4G	Optional	Next Business Day
Homeworker Broadband Standard	None	M-F, 09:00-17:00	Standard	BTW, TTB, Gigaclear, OFNL	95%	Standard	Dynamic/Static	None	Optional	Replacement upon return of faulty equipment to FluidOne
Broadband for SD-WAN	None	24x7	Optional: Premium, Business, Standard	As per the above rules	95%	Optional: Standard Elevated	Option: Dynamic 1 Static	None	Optional	Optional: 4 Hr Next Business Day

(*)Public IPv4 addresses not applicable to MPLS solutions.

Next Business Day Hardware Replacement: Replacement requested/fault diagnosed pre-3pm, arrive next working day (exc. Bank holidays and weekends).

Where support hours are stated as 9-5: Support tickets can be logged at any time, however no action will be undertaken by FluidOne to resolve outside of the hours of 9am-5pm.

All xMPF ADSL2+/FTTx/SOGEA technologies are available under all bundles. FluidOne will quote for the most reliable Service in each case, with Service charges varying according to the technology and Bandwidth. See section 3.1. for information on available broadband technologies.

3.4. International DIA xDSL / FTTx / Cable

International Direct Internet Access (DIA) Services are provided through third party suppliers and do not use or connect to FluidOne’s Core Network. The Service is delivered as a Layer-3 Service and may have different technical specification based on the specific country. These will be outlined in the quote process or on the Order.

The Service is provided outside of FluidOne's direct control meaning SLAs, Acceptable Usage Policy, Packet Loss, and Jitter are unique to the Service being offered and are outlined, if available, on the Order form. Unless specified otherwise in this document, Contract or relevant Order, non-dedicated Services such as DSL or contended Services have no SLA, Packet Loss or Jitter guarantees and any stated guarantees or Service Levels are subject only to an obligation by FluidOne to us "all reasonable endeavours".

Some countries, such as China and United Arab Emirates, operate local firewall controls for all Internet access in and out of the respective country. The Customer acknowledges that FluidOne has no control or influence over these controls or policies and that they are applied in an all-encompassing way to prevent avoidance and can have impact on Services such as VPN and VoIP.

3.5. Legacy Broadband Services

3.5.1. FluidOne Broadband Bundles Provisioned up to 2021

These bundles are no longer available for sale and reflect the Broadband product names and Services sold prior to 2021.

Service Name	Technology	Max Download	Max Upload	Includes cost of transmission path (PSTN/Fibre)	Traffic Priority	Repair Level	Availability SLA
BURST Lite	ADSL2+ Annex-A	24 Mb/s	1.3 Mb/s	Yes	Elevated	20 Hours	99.9%
BURST	ADSL2+ Annex-M	24 Mb/s	2.5 Mb/s	Yes	Elevated	20 Hours	99.9%
PULSE	FTTC / G.FAST	330 Mb/s	50 Mb/s	Yes	Elevated	20 Hours	99.9%
PULSE FTTP	FTTP	1Gb/s	220 Mb/s	Yes	Elevated	20 Hours	99.9%
PULSE FTTPoD	FTTP	330 Mb/s	30 Mb/s	Yes	Elevated	20 Hours	99.9%
VOX	ADSL2+ / FTTC	20 Mb/s	20 Mb/s	Yes	Elevated	20 Hours	99.9%
ADSL2+ Standard (Annex-A)	ADSL2+ Annex-A	24 Mb/s	1.3 Mb/s	No	Standard	40 Hours	n/a
ADSL2+ Standard (Annex-M)	ADSL2+ Annex-M	24 Mb/s	2.6 Mb/s	No	Standard	40 Hours	n/a
FTTC Standard	FTTC / G.FAST	330 Mb/s	50 Mb/s	No	Standard	40 Hours	n/a
FTTP Standard	FTTP	1Gb/s	220 Mb/s	No	Standard	40 Hours	n/a

xDSL Services are rate-adaptive, subject to the quality and length of the underlying copper transmission path. Different maximum speeds sold at different rates

When a line is of a very poor quality or has a very long length, it may not be possible to provide a Service.

3.5.2. PureFluid/Bonded DSL – Provisioned up to 2021

PureFluid is a bonded xDSL technology, delivered using a single Cisco router with multiple WAN Interface Cards, or multiple individual routers chained together. PureFluid offered aggregation of multiple individual Internet connections, presented via a single Ethernet interface with a single static IP address allocation.

As packets originating from single data streams are distributed across multiple WAN circuits FluidOne cannot guarantee packets will always arrive in order, meaning the Service cannot be guaranteed as suitable for real-time applications such as VoIP and video conferencing.

PureFluid hardware is provided with a next business day replacement (provided faults are diagnosed before 3pm) and carries a 99.99% uptime SLA and a 7-hour target time to repair.

FluidOne are now able to offer bonded connectivity Services, including a mix of broadband and 4G/5G using Peplink's WAN aggregation equipment. The Peplink bonding Service is quoted and sold separately to the underlying connectivity Services being bonded.

3.5.3. Advance – Provisioned up to 2021

Advance offers a primary Service with automatic failover to an independent backup Service. The switchover is automatic, without requiring any manual intervention. The IP addressing on the Service is consistent throughout and typical disruption from primary failure is seamless recovery within 1-2 seconds.

Advance hardware is provided with a next business day replacement (provided faults are diagnosed before 3pm) and carries a 99.99% uptime SLA and a 7-hour target time to repair.

3.6. PSTN with Call Barring

Where FluidOne provides a PSTN as part of a broadband Service, FluidOne shall own and maintain this PSTN line, with the rental included in the overall broadband Service charge. It is not possible to provide or cancel either the PSTN or the broadband Service individually.

Where a PSTN is provisioned solely to sustain the broadband circuit, FluidOne will operate inbound and outbound call barring on the line as standard. The Customer accepts that voice Services (including 999 and other emergency Service calls) will not be available on the line.

When the Contract terminates for any reason, the PSTN Service will also cease on the same date. FluidOne is obliged by Ofcom to allow Customers to migrate a broadband Service to another supplier, however as FluidOne provides the PSTN as part of a single package, when the broadband ceases the PSTN will also cease, even if the Customer has migrated the broadband Service away from FluidOne. The Customer shall not connect any equipment to the Openreach provided NTE (wall socket), including a telephone, other than a FluidOne provided micro filter or the Customer's own micro filter where applicable.

PSTN Services are not required or compatible with FTTP or SOGEA Services. You will only need to take a PSTN Service for Broadband if you are purchasing SMPF ADSL2+ or FTTC Services.

If a voice Service, either PSTN-based or VoIP is required, FluidOne will be able to provide this also. Please refer to the UC Product Annex for details of voice solutions offered by FluidOne.

3.7. PSTN Retirement Plans (2025)

In December 2025, Openreach – who maintain the telephony infrastructure network in the UK – are planning to withdraw several Services that rely on the traditional telephony network or PSTN (Public Switched Telephone Network). Services affected are:

- Analogue Telephone Lines (PSTN)
- ISDN Services (ISDN2 and ISDN30)
- SMPF ADSL2+
- Fibre-to-the-Cabinet (FTTC)

As part of the withdrawal, the above products are being placed on a nationwide end-of-sale by Openreach in September 2023, meaning that these services will not be available for providers such as FluidOne to order from Openreach after this date.

FluidOne will fall in line with the Openreach retirement plans, meaning FluidOne Customers will be unable to order the above products from the September 2023 date.

Any changes to these dates will be communicated to Customers in due course.

Ahead of the December 2025 switch-off, FluidOne will be in touch with existing Customers taking PSTN Services to discuss options and look to provide a material equivalent offering.

4. Orders

4.1. Order Acceptance

FluidOne may accept each Order at its discretion and may require the Customer to provide satisfactory financial and credit information before acceptance.

An Order is treated (by this Agreement) as accepted by FluidOne when FluidOne notifies the Customer in writing (including by email) that:

- (a) a date has been set for the conduct of a site survey or
- (b) a date has been set for Activation of any part of the Services or for the installation of any equipment or part necessary for Activation of the Services or
- (c) the Order has been accepted by FluidOne

FluidOne will issue such notification by an email to the Customer's provisioning contact stated on the Order. The date of such notification shall be referred to in this Agreement as the "**Order Committed Date**".

4.2. Price Changes

FluidOne reserves the right to modify the Charges in response to a change of Applicable Laws that materially affects the terms of or any increase in the cost of delivery of the Services, FluidOne will provide notice of the change and/or any consequent increase in the Charges along with a written explanation and the Charges will be amended from the date of such notice.

In addition to the rights set out in the paragraph above, FluidOne shall be entitled to increase the Charges for any Service once in any Year by serving not less than thirty (30) days' written notice on the Customer, provided that the percentage increase in the relevant Charge is no greater than the percentage increase in the CPI between (a) the later of the Commencement Date and the date of any previous increase and (b) the date of the relevant increase.

5. Activating the Service

5.1. Ahead of Activation – FluidOne Responsibilities

Prior to Activating a Service, FluidOne shall:

- Verify that the Service is available to be delivered to the area where the Service is required
- Carry out a line test and/or site survey
- Where appropriate, provide and/or install Service Equipment
- Carry out appropriate Customer credit checks

Where checks and/or surveys and/or installation carried out by FluidOne (or its authorised representative(s)) require attendance at a Service Location, the Customer shall liaise with FluidOne and/or its authorised representative(s) to ensure permission to access the Service Location is granted. FluidOne (or its authorised representative(s)) shall agree a date and time for attendance with the Customer.

The Customer acknowledges that installation of certain Services may be subject to surveys carried out by FluidOne or a carrier (a 'Site Survey') and the Customer agrees that FluidOne shall not be obliged to provide a Service where a Site Survey identifies a significant problem with providing the Service.

Where FluidOne determines prior to Activation that the Service cannot be installed, FluidOne will notify the Customer and the Order will be automatically terminated. On rare occasions FluidOne may not be able to determine whether a Service can be delivered until after it has been installed (e.g., where there is a very long line length, or a poor-quality metallic path), and in such cases, if a Service cannot be provided FluidOne will notify the Customer and the Order will be automatically terminated without liability to FluidOne. In such cases the Customer shall not be liable for any Service charges, except for any agreed site-survey and ECCs (excess construction charges) which are non-refundable.

5.2. Ahead of Activation – Customer Responsibilities

To ensure that installation is carried out, the Customer shall, upon the request of FluidOne, and at the Customer's sole expense:

- Obtain all necessary consents, including consents for any necessary alterations to buildings
- Take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers advised by FluidOne, for activation of the Service; and
- Provide any electricity and connection points required by FluidOne or its agents

The Customer acknowledges that during, and as a result of, the installation and Activation of the Services at Service Locations, temporary loss, interference, or disruption to other telecommunications Services may occur. FluidOne shall use its reasonable endeavours to minimise such interruption or interference and it will undertake checks for such interference in connection with any such installation. To the maximum extent permitted by law, FluidOne will not be liable for any loss, interruption, or interference to such other Services during installation.

5.3. Early Termination (During Activation Period)

Where an Activation is deemed possible, if a Customer cancels or terminates:

- An Order at any time before the Order Committed Date, it will be liable for payment of a £120 admin fee and any Carrier or other specific charges, or costs incurred in relation to such Order (it being acknowledged and agreed by the Parties that significant costs or charges may be incurred by FluidOne in the event of cancellation of an Order or Contract); and;
- A Contract at any time after the Order Committed Date and prior to Activation, it will upon such termination be liable to pay FluidOne an amount equal to the Early Termination Charges.
- A Contract at any time after Activation but before being validly terminated in accordance with a Contract, it shall upon such termination be liable to pay FluidOne an amount equal to the Charges that would have been payable during the entire Initial Term less any already paid

Where FluidOne is unable to Activate a Service due to the act or omission of the Customer (including the provision of incorrect material information), FluidOne may treat the Contract as terminated by giving a written notice to the Customer and may follow up such notice with a levy or charges provided in this Clause 5 (and the Customer will be deemed to have terminated the Order on the date of such notice for the purposes determining the payment under this Clause 5).

Where the Customer delays the installation or completion of a Service for more than 30 calendar days, FluidOne may terminate the Order by written notice to the Customer, in which event the Customer shall be liable to pay FluidOne the Early Termination Charges.

6. Provision of the Service

Broadband Services can either be activated remotely or may require an engineer to attend site to complete the installation. FluidOne will use all reasonable endeavours to adhere to the agreed activation date where possible, but in rare cases, lead times can be extended depending on supplier engineer availability.

In the case of FTTP Services, depending on the type of premises, a two-stage engineer installation may be required where the first engineer performs external installation work, and a second engineer visit will be required to perform the internal installation work. You will be advised on the type of install upon placing the order.

Please see section 6.7 for FluidOne installation lead times.

6.1. How to make an installation successful

On the day of activation, it is important to be present if an engineer visit has been scheduled and ensure that the appointed onsite contact is available on site otherwise the appointment may fail, and a charge will be raised for this. Also ensure detail for the location of the installation (such as a PSTN or NTE) is provided ahead of any engineer booking.

6.2. How FluidOne will communicate with you

FluidOne will notify once the Order is placed and again when we have the activation/installation date. FluidOne will again contact you in the working days prior to the installation, to remind you of the installation and to ensure everything is in order. Finally, FluidOne will notify you once the Service is active, typically the day of, of the working day after, the installation date.

6.3. Contacting FluidOne about your order

If you wish to speak to FluidOne about your order at any time, you can contact us on 0345 868 7848.

6.4. Sync Rates

With the exception of FTTP, broadband Services are Rate-Adaptive, meaning they will automatically determine the best speed they can achieve according to the physical properties of the metallic path (the resistance caused by the length and quality of the line). For this reason, the Services will be provided up to the maximum Bandwidth specified on the Order, but it will rarely be possible to provide the Service at the maximum Bandwidth specified. Note that FTTC/SOGEA Services generally perform better than ADSL2+ because of the inherently shorter length of the metallic path.

The following rules shall apply:

- For rate adaptive Services (ADSL2+, FTTC and SOGEA), the broadband sync rate is determined by the copper quality and distance from the exchange.
- FluidOne will use reasonable endeavours to estimate the maximum sync rate prior to Activation, but Customer accepts that these are conditions beyond FluidOne’s control.
- Accordingly, FluidOne shall have no liability in contract, tort (including negligence) or otherwise in respect of the event that a rate-adaptive Service fails to operate to the Customer’s expectations or estimated Bandwidth or sync rates
- If your sync rate or line speed drops below the “minimum guaranteed line access speed” for the circuit, and FluidOne have been unable to resolve your speed issue, then you are entitled to end the agreement for the Broadband service without paying early termination charges

6.5. Service Technology

FluidOne may at any time vary or alter the equipment or other technology used in the delivery of the Services provided that such variations or alterations shall not be materially detrimental or disruptive to the performance capability of the Services.

6.6. Installation of PSTN Phone Lines

In relation to the provision of PSTN for broadband Services the Customer agrees to the following:

- The Customer must meet and remain with the BT Openreach engineer at all times during installation.
- BT Openreach factor in one hour of installation on site per engineer. Should this period not be sufficient to install the Service additional charges will apply for a new appointment.
- If the Openreach engineer will need to install more than 3-meters of existing cabling at premise, additional charges will be applicable, and this will need to be raised before point of order with FluidOne

6.7. Activation Lead Times

FluidOne shall use its reasonable endeavours to provide the Service within the following approximate lead times. Lead-times run from the Order Committed Date.

Product	Lead Time
SMPF ADSL2+	11 Working Days
MPF ADSL2+	11 Working Days

Product	Lead Time
FTTC	11 Working Days
SOGEA	11 Working Days
FTTP	16 Working Days
PSTN	10 Working Days

The lead times are targets and FluidOne shall not guarantee they will be achieved. Further, FluidOne reserves the right to change these lead times if new work and/or third-party consents are required. FluidOne shall not be liable in contract, tort (including negligence) or otherwise for a failure to meet such timeframes, provided that FluidOne has discharged its obligation to use reasonable endeavours to achieve lead times.

6.8. Excess Charges

Where additional work is required for the installation of a Service (e.g., provision of new Openreach infrastructure to the building, or for a complex installation), this work will be quoted for by BT Openreach and communicated to the Customer. The Customer must accept the excess constructions charges (ECCs) in writing before the installation and proceed.

If the Customer chooses not to accept the ECCs then the order shall be automatically terminated. Where the Customer fails to accept or reject ECCs within 30 days of being notified of the additional charges, the Customer shall be deemed to have terminated the contract in respect of that particular line being installed. In the event of such deemed termination of the Contract, the Customer shall not be liable to pay the charges relating to such line provided that the election to terminate was made promptly.

If the Customer allows installation of any Service to proceed, this shall be treated as acceptance by the Customer of the installation and these additional charges. The Customer shall pay such charges on the date specified in the invoice issued by FluidOne.

7. FluidOne Provided Service Equipment

7.1. Service Equipment and Locations

The Customer shall ensure that all Service Equipment is connected and used in accordance with any relevant standards and, in addition, the following standards in the order of precedence below:

- any legal requirements imposed on the parties including those arising from General Condition 2 set out under section 45 of the Communications Act 2003;
- any relevant specification notified by Ofcom in implementation of the recommendations of the Network Interoperability Consultative Committee;
- any relevant recommendations by the European Telecommunications Standards Institute; and
- any relevant recommendations by the Telecommunications Standards Bureau of the International Telecommunications Union

Where remote management of the CPE (Client Premise Equipment) transfers to the Customer on cessation of the Service, FluidOne will, at Customer's request (sent to support@FluidOne.com prior to the termination date), reset the CPE to factory default settings so as to provide Customer with management access to the device. A request to reset the CPE after this date will require the return of the CPE to FluidOne and collection, each at Customer's expense.

8. Termination or Migration

Following the expiry of the Initial Term of any Contract, either FluidOne or Customer may terminate that Contract by not less than three (3) month's written notice, such notice to take effect at either the end of the Initial Term or, in the even the request is submitted during or after the final three months of the Initial Term, the same day in the month after the notice period has expired. Contracts that have not been terminated upon the expiry of the Initial Term will automatically renew for the lesser of the Initial Term or 1 year.

DSL or Single Order based Services can be migrated to another supplier via a Gaining Provider (GP) led process. The Customer must place an order with the GP and at this point the migration process is triggered. The process will take a minimum of 10-days to complete. The GP will notify FluidOne of Customer's migration request. To cancel an unauthorised migration away from FluidOne, the Customer must raise a ticket by emailing cancel@FluidOne.com.

The migration of a Service to another provider does not constitute termination of a Contract. The Customer must still raise a cancellation request for the Service using the online cancellation process located on the FluidOne Portal, Dash. The migration of a Service to another provider does not reduce the Customer's contractual commitments and obligations to FluidOne.

Notice of termination via email will only be accepted where the online portal, Dash, is not available in which event the Customer must email FluidOne with a request to terminate the Contract at: cancel@FluidOne.com. Such email must contain the contracted company name and details of the Service being cancelled, the site address and Service description and FluidOne contract number. No other method of notice of termination will be accepted, including notification to any other FluidOne email address, including the Customer's account manager. Upon emailing cancel@FluidOne.com, the Customer will be sent an acknowledgement of receipt within 4 hours, containing a "Ticket ID". The Customer must retain this ticket ID as evidence of the cancellation submission via email.

9. In-life Support

9.1. Incident Management

9.1.1. End-to-End Ticket Management

The Customer shall report all faults to FluidOne's support team. FluidOne will respond and resolve each fault in accordance with the Service Level Agreement.

To report a fault, the Customer must email support@FluidOne.com, raise a ticket in the Dash portal or call 0345 868 7848. Urgent faults (being any loss of Service or any fault that prevents a Customer from conducting its business) must be reported by telephone for the quickest response time. Faults cannot be raised via another department.

FluidOne shall allocate each reported fault a fault reference number, which should be used by the Customer in all further dealings concerning that fault.

FluidOne's support engineers will diagnose the fault remotely. The Customer shall carry out all checks requested by FluidOne to help diagnose and resolve a fault, including but not limited to first line checks, such as checking router status - power, carrier (sync/DSL/ CD light etc), testing with new cabling and filters as necessary, rebooting site equipment and removing faceplate on BT NTE5 master sockets. Additional checks, such as plugging a PC or laptop directly into the NTE may be necessary.

The Customer shall provide all necessary assistance and information and carry out all checks requested by FluidOne promptly and in accordance with FluidOne's reasonable instructions.

Once initial local checks on the hardware and software have been made, FluidOne support may need to contact the circuit provider to investigate any issues with the Service. If this is confirmed FluidOne will manage the fault through to resolution until confirming the Service is restored at site.

9.1.2. Fault Severity Classification

Fault Level	Description	Notification frequency
P1	Severe impact or loss of entire Service that cannot be circumvented and needs immediate corrective action. E.g., a total loss of Service to a site.	Every hour, or as agreed with the Customer
P2	Serious problem where Service is partially interrupted or impaired or can be circumvented.	Every four hours, or as agreed with the Customer
P3	Problems that do not significantly impair the functioning of the system and do not significantly affect Service to Customers. The fault is causing inconvenience to business operations, resulting in increased workload or reduced productivity.	Daily, or as agreed with the Customer

Fault Level	Description	Notification frequency
P4	A fault has no observable impact on production and causes minimum inconvenience and general enquiries.	Daily, or as agreed with the Customer.

Time whereby FluidOne are waiting for the Customer to respond with an update will create a pause in the notification frequency.

All Priority 1 or Priority 2 (P1 or P2 in the table above) reported faults must be reported by telephone to ensure that the appropriate levels of criticality can be applied to the investigation.

9.1.3. Technical Support Escalation

In the event that no clear path to resolution of a fault has been identified using the above fault reporting and resolution procedures, the Customer may escalate the fault in accordance with the matrix set out below in which event both parties will follow the escalation matrix procedure. However, if the fault is escalated in accordance with this matrix, this shall not for the avoidance of doubt prevent the supplier from carrying out its own internal diagnostic and escalation procedures. The escalation to the next step will only occur when the response time to each escalation level has not been met. This time is inclusive from first contact.

Level	Availability	Point of Contact	Contact Details	Time to Respond
1	24x7	Support Desk	0345 868 7848? support@FluidOne.com	Initial Contact
2	24x7	Escalation Engineers	escalations@FluidOne.com On request via Level 1	1 Hour
3	09:00-18:00	Support Desk Manager	On request via Level 1	2 Hours
4	09:00-18:00	Head of Service	On request via Level 2	4 Hours
5	09:00-18:00	Service & Billing Director	On request via Level 3	6 Hours

- Applicable when no CPTR (Clear Path to Resolution) has been identified
- Supplier escalation operates independently from the above which is managed by FluidOne

- Progress through each level is dependent on the Service Level Agreement (excluding non-FluidOne time) being reached at the previous stage by the Time to Respond time outlined above

9.1.4. Hardware Replacement Management

As part of the diagnosis and where the Customer has a FluidOne managed device, FluidOne may need to replace the device or NTE. In such case, the following shall apply:

9.1.4.1. 4 Hour Hardware Replacement

4 Hour hardware replacement warranty is available as an option on certain FluidOne provided equipment. This warranty provides an engineer onsite and replacement of the hardware with a like for like replacement within 4 hours (the 4-hour period being the period up to delivery of the hardware at the Customer's premises) of it being diagnosed as faulty. The Customer acknowledges that this time period does not take into account or include the diagnostic period necessary to determine whether the hardware is faulty following the raising of a support ticket and excludes any time taken to install and commission the hardware. This Service operates 24 hours a day. Where this option has been taken by the Customer, FluidOne shall use its commercial endeavours to meet the 4-hour response target and the Service credits specified in Section 10 of this document shall apply in the event of FluidOne's failure to meet this response target.

9.1.4.2. Next Business Day Hardware Replacement

Where this option has been taken by the Customer, FluidOne shall use reasonable endeavours to repair or replace with a like for like replacement within the next business day of it being diagnosed. To invoke the next business day replacement the requirement to replace needs to be identified before 3pm on a business day.

9.1.4.3. Return to Base Hardware Replacement

Where FluidOne provide a "return to base" hardware replacement, FluidOne will ship out a replacement device upon receipt and acceptance of the original faulty device.

9.1.4.4. Hardware Manufacturer Warranty General Terms

When hardware provided by FluidOne is outside the manufacturer's warranty, and a separate hardware replacement warranty has not been purchased, FluidOne will still offer to ship replacement parts, provided that the Customer pays the cost of replacement;

- When hardware is loaned to the Customer by FluidOne for the purposes of diagnostics, FluidOne shall immediately invoice the Customer for the hardware, shipping, and configuration. The Customer agrees and undertakes to make the loaned hardware, or the

original faulty hardware, available to FluidOne for collection (in a resalable 'as new' condition) at a time agreed with FluidOne within ten (10) calendar days. Upon receipt by FluidOne of the returned hardware as described, FluidOne will issue a credit note for the invoice. If FluidOne does not receive the hardware back within this time period, the invoice shall become immediately payable; and

- The Customer shall ensure that hardware made available for collection at the Customer's premises in its original packaging (or packaging provided by FluidOne). If not made available, FluidOne may charge the Customer the full cost of replacement at list price at that time.

9.2. Change Management

9.2.1. Customer Change Requests

Change management is provided as standard with FluidOne provided hardware to support configuration changes. FluidOne will endeavour to make changes within 4 working hours of notice.

These include, but are not limited to the following change requests:

- Basic configuration requests;
- Change requests for access-lists and NAT rules;
- Requests for setting up 1st dial-in VPN;
- Requests to add or remove VPN users or changing security settings.

Basic configuration requests are requests that can be completed within 30 minutes. For the avoidance of doubt, change requests and FluidOne's obligations in relation to such change requests are subject to and conditional on the Customer's compliance with the Acceptable Usage Policy, which can be found within the FluidOne Master Services Agreement.

Advance Configuration (which shall mean more than 30 minutes engineering time), advance routing and additional site-to-site VPNs will be subject to consultation with an engineer and checked by a supervisor. FluidOne will aim to complete this within 10 working hours. Out of hours configuration can be arranged subject to additional cost and notice.

All Customer requests for changes to hardware configuration must be made via email even if a support ticket is also raised by the phone system. Should the Customer not provide all the necessary information required to carry out a change then a request for further details will be provided within the stated 10 working hour time period. The clock will restart when all required

information has been provided. FluidOne may refuse such request in the event that it reasonably believes that such request may result in loss of or disruption to the Service.

All management Services are subject to an acceptable usage policy limited to 3 configuration changes per month. Additional changes may be subject to an additional charge.

9.2.2. Planned Engineering Works

There are occasions where it is necessary for FluidOne to undertake Planned Engineering Work (PEW) on devices or connectivity, such as upgrades or preventative maintenance. In some cases, this may cause disruption to the Customer solution; however, every attempt is made to ensure any disruption is kept to a minimum. PEW activity is required in order for FluidOne to carry out essential maintenance work and to continually modernise the Service and its capabilities.

Temporary changes may be made to the network or the technical specification of a Service from time to time for operational or technical reasons including to suspend, modify, change, add to or replace any part of the network or Services. If these changes will or are likely to be materially detrimental to the Service, FluidOne will use reasonable endeavours to inform the Customer in advance.

FluidOne may from time to time carry out maintenance to the network and/or Service for purposes of providing new installations, updating facilities and general maintenance ('Scheduled Maintenance'), during which the Service will be unavailable. FluidOne will use reasonable endeavours to provide at least seven (7) calendar days' notice of any Scheduled Maintenance.

Where FluidOne needs to carry out emergency maintenance or any maintenance that is not Scheduled Maintenance ('Emergency Maintenance') to any Service and/or the network, FluidOne may carry out such Emergency Maintenance and will give as much notice as is reasonably practicable to the Customer and will explain why the maintenance is necessary and why short notice has to be given. It may only be possible to give this notification after the Emergency Maintenance has taken place.

All Customers are issued with a FluidOne Dash web-portal account, with administrators nominated by the Customer. These administrators then create individual user accounts for their organisation and assign roles. Only active Dash portal users, who have the Support role will receive notifications of Scheduled and Emergency Maintenance.

10. Billing

Below outlines the billing agreement and options around Broadband services. Further details of billing, invoices and charges can be found in the FluidOne Master Service Agreement

10.1. Billing Frequency

10.1.1. Non-Recurring Elements

- Non-recurring elements, such as set-up costs, will be billed upon processing and acceptance of the order of the requested service
- Note that as non-recurring is billed on a per contract, per activation basis, actual billing dates can fall within any day during a calendar month

10.1.2. Recurring Elements

- Recurring elements will be billed monthly as standard and instructions for payment will be internally processed on the 2nd working day of the month and sent out to customers shortly after
- Monthly recurring billing will run one month from the date of the inception of the service rather than a calendar month basis

10.1.3. Alternative billing frequencies

- Standard billing frequency for recurring elements is monthly
- Upon request, FluidOne will be able to amend billing frequency to: Quarterly, Bi-annual or annual

10.2. Billing Method

Customers will be invoiced for services via an agreed email address. Invoices will comprise of a PDF invoice and a backup spreadsheet invoice detailing line items to be billed.

Invoices must be paid within 28 calendar days of the invoice date. If paying an invoice by Direct Debit, FluidOne will provide a minimum of 5 calendar days' notice of intention to take any Direct Debit payment.

10.2.1. Consolidated Billing

As standard, if you are a direct or partner customer, billing will be performed on a per order, per contract basis – meaning that you will receive separate invoices for each order that you place with FluidOne. If you wish to consolidate all of your contracts and services into a single invoice then you will need to notify FluidOne.

If you are a Wholesale customer, then consolidated billing will be provided as standard.

10.3. Additional Charges

Where possible, charges will be advised ahead of order placement. However, there will be times where the full extent of third-party charges may not be known until an order is placed with our supplier. These charges may be ECCs (Excess Construction Charges) or for site surveys required to deploy the service.

If there are changes that apply post-order placement, FluidOne will inform you of the charges ahead of any billing and outline what they pertain to.

If you do not wish to pay the charges, please be advised that FluidOne may need to cancel the processing of the original services ordered in line with our suppliers requirements.

Suppliers will bill FluidOne any outstanding charges a calendar month in arrears, which will then be passed through and billed to you as a non-recurring element (see section 10.1.1, for details).

11. Service Level Agreement and Service Credits

FluidOne shall, in the performance of the Services, use all reasonable endeavours to meet or exceed the Service levels.

Without diminishing any other obligations of FluidOne, FluidOne agrees to use its reasonable endeavours to respond to the Customer within 30 minutes in the event of any issue adversely and materially affecting the Services and/or the core network (excluding carrier specific issues) being raised by the Customer.

FluidOne shall review the Service levels achieved for each month and report to the Customer summarising FluidOne support levels and any Service credits owed to the Customer. Such report shall be sent out following the end of each month.

FluidOne will provide a telephone support system available 24 hours of the day and every day without exception. All support calls will be investigated within 2 hours from receipt of the call, save where the applicable Service Level Agreement (SLA) specifies a different response time in which case the support calls will be responded to by FluidOne in accordance with such SLA.

Service

FluidOne shall provide network availability and Internet breakout, if specified, for each circuit as per the SLA stated in the product description in section 3. This Service level shall be measured on a monthly basis. In the event of any failure of this Service level in any month, Service credits apply as set out in the SLA.

Should the Service experience Service failure, FluidOne shall endeavour to repair the fault in accordance with the Target Time to Repair (TTR) times outlined in Section 3', each running from the time the Customer notifies FluidOne of the fault.

Where the Customer has not elected to take a hardware replacement warranty as part of the broadband Service, FluidOne shall use reasonable endeavours to minimise disruption caused by faulty hardware.

11.1. Unavailability Measurements

The following periods of unavailability of Service shall not be counted in calculating downtime and shall not be a Service failure (and shall be treated as uptime) for the purpose of the calculation of any Service levels or Service credits:

- any period prior to the relevant Service being successfully connected for the first time;
- during Scheduled Maintenance and Emergency Maintenance;

- during any period following a request by FluidOne to the Customer to carry out an action or provide necessary information to resolve the fault, such period to be measured from the time of the request until such request is actioned by the Customer;
- during periods of downtime of the BT Openreach Service or network for reasons specified or deemed by BT Openreach from time to time to be "Matters beyond our reasonable control" or "MBORC" in accordance with any terms of BT Openreach agreed to by, or imposed upon, FluidOne. It is agreed that the description of MBORC made publicly available by BT Openreach shall apply which, as at the date of entry into the contract states: "Sometimes BT Openreach may not be able to do what we have agreed because of something beyond our reasonable control, which may include: lightning, flood, severe weather, fire, explosion, terrorist activities, anything done by Government or other competent authority, or industrial disputes. There may be other reasons too. In these cases, we do not accept responsibility for not providing you with your chosen communications Services";
- any period of downtime which is caused by or results from any Force Majeure;
- any period of downtime arising from failures of CPE;
- any period of downtime following suspension

Service credits will not apply to failures of CPE unless supplied by FluidOne and the Customer has opted for the 4-hour replacement option for such hardware.

FluidOne shall provide core network availability for all voice and data platforms 99.99% of the time. This Service level shall be measured on a monthly basis. In the event of any failure of this Service level in any month, Service credits shall apply as set out in this SLA.

11.2. Service Credit Calculation

The table set out below provides a summary of the Service levels and applicable Service credits applying to various Services.

In the event that FluidOne fails to achieve the uptime Service level in any month, it shall pay a Service credit equal to the monthly Rebate Fee corresponding to the applicable Service and Service level). Service credits shall be paid in the month following the month in which the relevant Service level failure occurred.

11.2.1. Services listed with 99.99% SLA:

% Availability per Calendar Month	% Monthly Rebate Fee
≥ 99.99%	0%
< 99.99% but ≥ 99.90%	2%
< 99.90% but ≥ 99.50%	5%
< 99.50%	10%

11.2.2. Services listed with 99.9% SLA:

% Availability per Calendar Month	% Monthly Rebate Fee
≥ 99.90%	0%
< 99.90% but ≥ 99.00%	2%
< 99.00% but ≥ 98.00%	5%
< 98.00%	10%

11.2.3. Services listed with 99% SLA:

% Availability per Calendar Month	% Monthly Rebate Fee
≥ 99.00%	0%
< 99.00% but ≥ 98.00%	2%
< 98.00% but ≥ 95.00%	5%

% Availability per Calendar Month	% Monthly Rebate Fee
< 95.00%	10%

11.2.4. Services listed with 95% SLA:

% Availability per Calendar Month	% Monthly Rebate Fee
≥ 95.00%	0%
< 95.00% but ≥ 93.00%	2%
< 93.00% but ≥ 90.00%	5%
< 90.00%	10%

11.2.5. For IDI Access Services

SLA depends on country of installation and technology. The Service will not offer better than a 48-hour fix as standard. Uptime guarantee of 99.5% unless otherwise stated within the Order. No Service credits are provided as standard for failure to meet the uptime guarantee.

11.3. Claiming Service Credits

In the event that FluidOne fails to achieve the Service levels in any month and the Customer is entitled to Service credits, any Service credits owing to the Customer are reported by FluidOne in the following month and are credited to the Customer’s account against the Customer’s outstanding account balance.

If the Customer disputes the Service credit amount in the FluidOne report or (where no Service credits have been credited) entitlement to Service credits, the Customer shall raise a support ticket by email to support@fluidone.com (quoting the support ticket number and Customer’s account code) within 7 Working Days following receipt of the applicable report.

If no email is sent within this period, entitlement to dispute Service credits shall cease. The Customer shall not be entitled to Service credits where the Customer has failed to make payment

of any charges when due and those charges remain overdue at the time the right to receive a Service credit arises (unless there is a bona fide reason for withholding payment and the Customer has otherwise complied with the terms of the contract). For the avoidance of doubt, Service credits are not payable in respect of any period during which a Service is suspended.

It is technically impracticable to provide a 100% fault free Service and FluidOne does not warrant or undertake to do so. The parties agree:

- Where Service credits are offered in relation to a Service, the Customer agrees that the Service credits are, paid in full and final settlement and satisfaction of FluidOne's liability in respect of any faults or Service Failures or any failure to meet the SLA
- FluidOne's liability to pay Service credits constitute the Customer's sole and entire remedy for such faults or Service failures or any failure to meet the Service levels
- FluidOne is not providing any business interruption insurance, and as such shall never be liable for any consequential losses

11.4. Customer right to terminate for a fault

In the event that there is a Serious Breach of an individual Service, the Customer shall be entitled to terminate that individual Service without charge upon one month's written notice to FluidOne to expire no later than 6 months from such Serious Breach and all charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

In the event that there is a Mass Failure, the Customer shall be entitled to terminate this Agreement and all contracts or the applicable Service and /or contract without charge upon one month's written notice to FluidOne to expire no later than 6 months from such Mass Failure and all Charges paid in advance for the terminated Services in respect of the period after termination shall be refunded to the Customer.

12. Definitions

The following words and expressions used in this Product Annex shall have the following meanings:

- 'Agreed Uptime Guarantee' means, in relation to each Service, the target period of Uptime during each Month (expressed as a percentage of the time in the relevant Month) specified in the column of the SLA entitled 'Agreed Uptime Guarantee' or otherwise specified in any Contract;
- 'Bandwidth' means the rate, in bits per second, which data packets can be transferred over the Service. This is always quoted in bits per second (bps), never Bytes per second (Bps) and does not factor in packet overheads;
- 'BT' means BT Group PLC and includes BT Retail, BT Wholesale and BT Openreach and any other sub-divisions of BT as necessary;
- 'IDI Access' means International Internet access Service which relates to networks outside the United Kingdom;
- 'Initial Term' means the period stated on the Order or in the Product Annex.
- 'Mass Failure' means a failure of the FluidOne Core Network to meet or exceed the Agreed Uptime Guarantee (99.99%) in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;
- 'Master Services Agreement' means the master Services agreement entered into between FluidOne and Customer, pursuant to which Orders for Services can be placed by Customer and accepted by FluidOne;
- 'Network Availability' means the CPE, when correctly connected and configured, is able query one of FluidOne's DNS servers. These are currently 89.105.96.51 and 89.105.96.52, but may be subject to change;
- 'Order Committed Date' has the meaning set out in Section 4 of this Product Annex;
- 'PSTN line' stands for public switched telephone network and is used in this instance to refer to an analogue BT telephone line;
- 'Rate-Adaptive' refers to a Service where the Bandwidth varies according to line length and copper quality conditions and can fluctuate, such as SMPF ADSL2+, MPF ADSL2+, FTTC and SOGEA;
- 'Serious Breach' means, for each individual Service, a failure to meet or exceed the Agreed Uptime Guarantee in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

- 'Service Failure' means the Service will be considered to have failed if the Customer has raised a support call and the modem, when correctly connected and configured, does not respond to Pings or SNMP polling from FluidOne or a BT line test indicates a fault;
- 'Service Levels' means the performance Service levels set out in this Product Annex;
- 'Service' means the name identifying a FluidOne product or Service that is accurate according to the signed Order Form;
- 'SLA' or 'Service Level Agreement' means the Service level agreement in section 10 of this Product Annex setting out Service Levels and applicable Service credits;
- 'Sync Rate' means the rate in bits per second (b/s) at which the Service can transmit and receive packets;
- 'Uptime' means the period when there is Network Availability and (where purchased by Customer) Internet access, subject to the terms of the SLA;

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13. Change Control

Internal Use Only

Document Version	Date	Author	Changes
1.1	08/2022	Thom Lavelle	Added Billing section
1.0	08/2022	Thom Lavelle	Created Document