

NASSTAR BROADBAND SERVICES

SERVICE DESCRIPTION



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1 Introduction

This Service Description shall be incorporated into each Contract under which Nasstar supplies the *Broadband Services*. The Service Description does not apply to any other Services, including any work required on solution design, solution delivery or other Professional Services that may be required to implement the Broadband Services.

Where a Scope of Engagement, Statement of Work or Project Initiation Document (PID) is produced, these may detail bespoke requirements for the Service or its configuration. The Scope of Engagement, Statement of Work, or PID will take priority over this Service Description in the event of any inconsistency between them.

In this Service Description, unless the context otherwise requires, defined terms will be given the meanings set out in Section 7 (Appendix A: Definitions) and all other terms shall be interpreted in accordance with the other provisions of the Contract.

Described herein are general provisions and process, limitations and exclusions.

This document does NOT include pricing or legal terms.

This document will form part of a contractual bundle and should be read in conjunction with the following:

- **Contract** document
- Separate **Service/Software Description** document(s) for each other component selected
- Service Level and KPI Terms

Where the Customer is an authorised reseller, in this Service Description references to the "Customer" shall be deemed to refer to the reseller and references to "End-User" shall be deemed to refer to a customer of the reseller (being a business customer acting otherwise than in its capacity as a consumer) to whom the reseller re-sells the Broadband Services.

2 Service Description and Service Features

This Service Description defines the levels of Service the Customer can expect from Nasstar. Any changes, modifications, additions or deletions to this Service Description will be made in accordance with Nasstar's General Terms and Broadband Service Specific Terms.

Nasstar's Broadband Services provide a broadband service without a standard telephone Line. Where a customer requires voice services, they may take a VoIP service and run that service over the top of the broadband service. Nasstar can port a geographical telephone number from a standard telephone Line to a VoIP service where the Customer is upgrading from an older broadband service that was provided over a standard telephone Line. The Services are "always-on", meaning that the Customer's computer can be continuously connected to the Internet without incurring any additional charges.

Broadband Services are available as an Internet Access Service, or a Private Broadband Service. A unique username and password will be provided to the Customer per Broadband Service, for configuration on the Customer Equipment terminating the Broadband Line at the Site, that will grant access to the chosen Broadband Service.

All services are provided as "Wires Only" and a compatible Broadband modem or router together with the necessary number of Line filters must be provided to use the Service. This equipment is not included as part of the Broadband Service and must be ordered separately, either as part of the Contract, under a separate Nasstar Contract or from another equipment supplier.

2.1 Broadband Services

Nasstar offers a range of Broadband Services providing Internet access or private connectivity, with download speeds of up to 1,000 Mbps and with upload speeds of up to 115 Mbps. All broadband services are provided with asymmetric upload and download speeds as shown below, but may be subject to degradation due to user contention from other broadband users in the same geographic area, as broadband Lines share the same backhaul:

Features	SOADSL	MPF	MPF Fibre	SOGEA	FTTP
Download Speed	Up to 24 Mbps	Up to 24 Mbps	Up to 80 Mbps	Up to 80 Mbps	Up to 1,000 Mbps
Upload Speed	Up to 2.5 Mbps	Up to 1 Mbps	Up to 20 Mbps	Up to 20 Mbps	Up to 115 Mbps
Monthly Usage	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
IP addressing	Static/Dynamic	Static/Dynamic	Static/Dynamic	Static/Dynamic	Static/Dynamic
Last leg	Copper	Copper	Copper	Copper	Fibre

The type of Broadband Services available to a Site is dependent on the infrastructure available at that Site and services enabled at the local Exchange. Broadband Services that may be available include:

2.1.1 SOADSL

SOADSL, or Single Order Asymmetric Digital Subscriber Line is a traditional ADSL broadband service that is provided as a data only service, but without the need for a separate underlying voice Line (as was required on Legacy Broadband ADSL services). It is provided as a copper Line from the Exchange to the Site, so is a Copper Last Leg Service.

SOADSL is a transitional product, providing broadband availability over the copper network now that new Wholesale Line Rental (WLR) voice Lines are no longer available from Openreach, until the national full fibre program is available more widely (hence where other Broadband Services are available, SOADSL will not be available).

SOADSL speeds at a specific site may be lower than the maximums quoted above, as they are dependent on the distance from the serving Exchange to the Site, the copper Line length and quality of the wiring. Nasstar can provide an estimated speed for a Site at the point of order.

SOADSL requires a CE router that is compatible with ADSL2 standards.

2.1.2 MPF

MPF, or Metallic Path Facility is a traditional ADSL broadband service that is provided as a data only service, without the need for a separate underlying voice Line (as was required on Legacy Broadband ADSL services). It is provided as a copper Line from the Exchange to the Site, so is a Copper Last Leg Service.

The MPF copper Line connects into a Network Operator's unbundled DSLAM equipment at the Exchange, therefore it is not impacted by the withdrawal of WLR voice Lines, but is only available where our Network Operator has unbundled equipment in the Exchange.

MPF speeds at a specific site may be significantly lower than the maximums quoted above, as they are dependent on the distance from the serving Exchange to the Site, the copper Line length and quality of the wiring. Nasstar can provide an estimated speed for a Site at the point of order.

MPF requires a CE router that is compatible with ADSL2 standards.

2.1.3 MPF Fibre

MPF Fibre is an unbundled MPF copper line that utilises the same technology as the Fibre to the Cabinet (FTTC) Legacy Broadband service, but is provided as a data only service, without the need for a separate underlying voice Line (as was required on Legacy Broadband FTTC

services). It is provided using a GEA (Generic Ethernet Access) circuit, which has a fibre Line from the Exchange to the Cabinet, but a copper Line from the Cabinet to the Site, so is a Copper Last Leg Service.

The MPF copper Line connects into a Network Operator's unbundled equipment at the Exchange, therefore it is not impacted by the withdrawal of WLR voice Lines, but the MPF Fibre Service also utilises a DSLAM in the street Cabinet to provide increased speeds over standard MPF.

MPF Fibre is only available where our Network Operator has unbundled equipment in the Exchange and the DSLAM equipment is available in the local street Cabinet.

MPF Fibre speeds at a specific site may be slightly lower than the maximums quoted above, as they are dependent on the distance from the Cabinet to the Site, the copper Line length and quality of the wiring. Nasstar can provide an estimated speed for a Site at the point of order.

MPF Fibre requires a CE router that is compatible with VDSL2 standards.

2.1.4 SOGEA

SOGEA, or Single Order Generic Ethernet Access, is a newer version of the Fibre to the Cabinet (FTTC) Legacy Broadband service that is provided as a data only service, without the need for a separate underlying voice Line (as was required on Legacy Broadband FTTC services – "Single Order" relates the fact that a WLR line is not required to order or operate SOGEA). It is provided using a GEA (Generic Ethernet Access) circuit, which has a fibre Line from the Exchange to the Cabinet, but a copper Line from the Cabinet to the Site, so is a Copper Last Leg Service.

SOGEA utilises a DSLAM in the street Cabinet to provide increased speeds over SOADSL. SOGEA is only available where the DSLAM equipment is available in the local street Cabinet.

SOGEA speeds at a specific site may be slightly lower than the maximums quoted above, as they are dependent on the distance from the Cabinet to the Site, the copper Line length and quality of the wiring. Nasstar can provide an estimated speed for a Site at the point of order.

SOGEA requires a CE router that is compatible with VDSL2 standards.

2.1.5 FTTP

FTTP, or Fibre to the Premises, is a full fibre Broadband service that is provided as a data only service. It is provided as a fibre Line from the Exchange to the Site, so is a Fibre Last Leg Service.

The fibre may enter the Site by way of an overhead-fed cable from a nearby telephone pole, or fed underground via a cabling duct and brought down/up to a 15 x 13 cm Customer Splice Point (CSP) installed on the wall at ground level.

FTTP installs are usually subject to a site survey and if existing telephone Line connection methods are not able to also feed the fibre, the site surveyor will relay this information back to Nasstar and the scope of works and any ECCs will need to be approved by the Customer. The Nasstar Projects Team shall advise the Customer of the work to do outside the property and expected lead times to get the fibre and the customer splice point installed, and this may involve the Customer executing a wayleave agreement with the landlord at the Customers sole expense. Nasstar shall not be liable for any delays in installation or provision of the Services where the Customer has not completed the required works or obtained the necessary consents.

FTTP requires an Optical Network Termination (ONT) unit to be installed in the Site, or can use a spare port on a pre-existing ONT. The ONT is installed as Nasstar Equipment and requires a 13A power socket to be provided by the Customer. The ONT may require firmware upgrades from time to time. This will require the device to automatically download the upgrade and to perform a re-start, which will result in a short loss of service for the Customer. Nasstar shall not be liable for any loss of Service during the upgrading period.

As FTTP is provided as end-to-end fibre, the maximum speeds available will be in line with the speeds of the FTTP package chosen, however, whilst FTTP is provided as full fibre, Customer Site connections are aggregated onto single fibres at various collector nodes on the path back to the exchange. The aggregation of fibres means that FTTP is naturally contended and therefore the speeds quoted may vary with network usage and are "up to" their stated maximum rates shown above.

FTTP requires a CE router that has a 1 Gbps RJ-45 Ethernet WAN port and PPPoE broadband dialler.

2.2 Internet Access Broadband Service

Nasstar's Internet Access Broadband Services provide Customers with a default route for access out to the public internet.

For all internet access Services, a single static public IP address is assigned by default. The Customer may request a dynamic IP address or, subject to an Additional Charge up to 6 public IP addresses for the Customer's use on the LAN side of a Broadband router connected to the Service. LAN traffic must be NATted to the public IP address by the broadband router.

Where more than one public IP address is requested, the Customer must complete a Réseaux IP Européens (RIPE) form before this Service can be provided. Should the Customer require more than 6 addresses then (at Nasstar's discretion) a block of 14 IP addresses can be supplied subject to the satisfactory completion of a RIPE form. An Additional monthly Charge is applicable for additional IP addresses.

2.3 Private WAN Broadband Service

Where a Customer also takes a Customer WAN or private realm provided by Nasstar, Nasstar's Broadband Services are also available as private connections into that Customer WAN or private realm. This option allows connectivity between Broadband Sites, or to other WAN Sites that are part of that same WAN or realm. IP addressing and routing will be as described in the Service Description or Statement of Works for that service.

Customer WANs and/or private realms are subject to the Terms and Service Description of the service and access out to the public internet may be dependent on the internet access methods available to the service.

2.4 Wires Only Service

The Service is provided as a Wires Only Service. Where broadband router Hardware is purchased for use with the Service, this is subject to its own Terms and support agreements. Any hardware installed onto the Wires Only Service is the Customer's responsibility, and the Customer should carry out any necessary tests of the broadband router Equipment prior to raising a service fault with Nasstar's Service Desk. If the Customer fails to carry out any necessary tests and Nasstar come to the Site to repair a Fault and (i) there isn't a Fault or (ii) the Fault is in the Customer Equipment, the Customer shall be required to pay Nasstar's standard Charge for sending an engineer to the Site.

3 Broadband Coverage

The Service is only available to the Customer if the Site can be connected to a Network Operator who is a Nasstar supply partner and whose exchange has been enabled for the Customer's required Service i.e. SOADSL, MPF, MPF Fibre, SOGEA or FTTP. Please consult the Nasstar Account Manager for further information on the Service coverage and availability at the required Site address.

3.1 Service Restrictions (Copper Last Leg Services)

Nasstar have a number of Broadband Services delivered over a copper last leg providing broadband download speeds of up to 80Mbps. These Services have special characteristics compared to the fibre last leg products and utilise rate adaption technology meaning that the Service speed is not fixed, but will instead be dependent upon several conditions including:

- The distance of the Site from the local exchange or street Cabinet
- The quality of the Site copper Line
- The quality of the Site internal wiring & filters
- The number of other broadband connections operating over the same cable to the exchange
- Any interference caused by electrical devices within the Site

The Service works by attempting to run the broadband Line at the fastest possible speed available given the conditions described above. Therefore, the connection speed available may vary depending upon these conditions.

During the first 10 days after which the Service has been provided, the Line will automatically adapt to the fastest rate that can be achieved. This will be rounded down to the nearest 500 Kbps step. During the first 10 days the Line rate may change whilst the Service finds the correct speed "step" over which a Service can be reliably provided. When this happens, the Line will re-synchronise and result in a short loss of connection. Depending on the Customer' Equipment, it may be necessary for the Customer to re-boot the modem or router to allow it to re-synchronise to the new speed. By the end of the 10 days the Service should achieve a speed which the Customer should continue to experience on an ongoing basis. As a result, the Customer may experience an intermittent short loss of connection for the first 10 days after which the Customer may have to power the Equipment on and off. However, should the Customer fail to connect any Equipment for the first 10 days then the stable rate cannot be set, and the Service will continue to try to find the stable rate over a rolling 10 day period. This potential period of instability will therefore extend out beyond the initial 10-day period.

The nature of the Service is that this "stable" rate may change over a period of time including a reduction of speed. This could be for a variety of reasons including changing Line conditions and even the number of other Broadband Services within the copper cable. This is not a fault however and is a characteristic of the Service. If the Customer experiences a dramatic drop in speed, then this may be due to a fault.

It is an inherent characteristic of the Service that it will function in a manner as described in this clause and no compensation or price reduction is available should the Service perform to a lesser manner than expected by the Customer. Nasstar provides no guarantees that the Service shall be error-free or fault-free.

3.2 Service Restrictions (all Broadband Services)

Due to the contended nature of Broadband Services, the actual Broadband Service speed (as distinct from the Line speed) the Customer will experience will vary depending upon several factors including contention within the Broadband Network, contention within the Network Operator's Network and due to performance issues within the Internet.

The impact of contention is that at periods of high network usage, the speed experienced by the Customer will fall below the Customer Line rate.

Planned or Emergency Outages on the Network or the Service may impact availability.

4 Service Delivery

For all Broadband Services, all cabling required for the connection of the Customer Equipment is the Customer's responsibility. The demarcation point for Nasstar's service responsibilities for Broadband Services is the Network Termination Equipment (NTE – the telephone Line socket) for copper last leg services or the Optical Network Termination (ONT) for fibre last leg Services.

4.1 Copper Last Leg Service Activation

MPF and SOADSL services using an existing copper Line (either active or stopped), or MPF Fibre or SOGEA services on a line (either active or stopped) that has previously had an active GEA service (either MPF Fibre, SOGEA or an FTTC Legacy Broadband service) are activated remotely and are categorised as 'self-installation', so do not require an engineer visit. The Customer is responsible for ensuring the telephone Line socket is available at the correct location at the Site and connecting and configuring the broadband router.

Where a new Line provide is required, or a new GEA service is to be activated, internal cabling and/or a change to the NTE faceplate may be required, so the Service will be installed with a 'managed-installation', which may be chargeable. The Customer will need to be at the Site for this visit and the Customer can request the date for this, subject to availability of engineers. With a managed-installation, the Openreach engineer will connect the broadband router to the NTE, but the Customer is responsible for configuration of the router.

4.2 Fibre Last Leg Service Activation

For FTTP Services where an Optical Network Termination (ONT) unit is already present, Services are activated remotely and are categorised as 'self-installation', so do not require an engineer visit. The Customer is responsible for ensuring the ONT is available at the correct location at the Site.

Where a new Optical Network Termination device (ONT) is required, typically upon the first install of a fibre broadband service to the Site, an engineer will visit the Site to conduct a managed-install. The Customer will need to be at the Site for this visit and the Customer can request the date for this, subject to availability of engineers. At the point of order, this requested date is an estimated date only and is subject to survey. In addition, an engineer will visit the Site 7 days prior to this estimated date to complete a survey and install some equipment outside the Site. Following this survey, the estimated install date may be confirmed or revised according to the work required to deliver the fibre to the Site. The Customer does not need to be present for this survey, however the engineer will ring the Customer on the day of this visit and the Customer must be available to take their call.

4.3 Installation Type

Nasstar will select the appropriate installation type and confirm Charges at point of order, based on information available to us from the Network Operators. The Customer can request the date for the installation, subject to availability of engineers. The installation type may be subject to change if additional work is found to be required.

Failure by the Customer to be present, to respond to a call from the Openreach Engineer on the day of an appointment, to ensure that the Site is suitably prepared or to provide an Approved Router for the

purposes of installation may result in additional engineering Charges and will result in a delay to the installation of the Service.

Where the Customer Equipment is also to be provided by Nasstar, Nasstar will use reasonable endeavours to install or procure the installation of the Customer Equipment at the Site on or before the installation date specified or agreed with Nasstar. Any installation date is however an estimate only and may change without liability to Nasstar.

If an NTU or ONT needs moving from the point of ingress to the Site of the copper or fibre line Line or an additional cable run is required from the ingress point to the position of the router (e.g. in a back-office of a retail premises), then a 'premium-install' service may be available. Please contact your account manager for details of availability and pricing.

4.4 Migrating Services

For customers migrating a broadband Line to one of the Nasstar Broadband Services outlined in this document, the type of installation required may depend on the type broadband service already in place to the Site. Nasstar will advise of the installation type and any cabling changes required.

If customers are moving to a Service from another Nasstar Broadband Service, or from a Legacy Broadband service provided by Nasstar, wherever possible Nasstar will endeavour to migrate the existing username and password to the new Service to minimise changes to router (where the existing router is compatible with the new Service).

Migrating an existing Legacy Broadband service to a new Service may result in the supporting telephone Line for the Legacy Service being ceased (whether this is provided by the same supplier as the broadband or not). If customers are losing a legacy telephone Line, Nasstar may be able to port or transfer the telephone number to a VoIP service to run over the top of the Service. When migrating from a WLR line to a SOGEA service, ports or transfers of telephone numbers must be requested at point of order. The telephone number cannot be ported or transferred to an IP voice service after the SOGEA service is delivered, as the WLR telephone Line is switched off and the telephone number may be lost. Speak to your account manager about the available options prior to ordering the Service.

4.5 Equipment connected to the Service

It is the Customer's responsibility to supply a fully compatible, approved and suitably configured router for connection to the Service. Approved Routers are available for purchase from Nasstar. Alternatively, a list of Approved Routers and high-level configuration guidelines are available from Nasstar on request. The Customer acknowledges that using a router that is not approved with the Service may affect the Service and Nasstar shall not be liable for any faults or non-availability of the services. The Customer agrees to pay any Additional Charges arising as a consequence of the Network Operator, Nasstar or third-party operators responding to a fault that was caused in whole or in part by a router that is not an Approved Router.

Without prejudice to the foregoing, Nasstar cannot support any incidents reported that are related to the Customer Equipment connected to the Broadband Line as part of this Service. Nasstar reserves the right to charge Additional Charges for responding to any incident report where the problem is related to the Customer Equipment.

4.6 Service Restrictions

A telephone Line is not provided nor required for the Nasstar Broadband Services described in this Service Description. The Services provide broadband (data) only and do not natively support voice. The Customer must purchase an over the top voice service separately, either from Nasstar or another provider, if the Customer wishes to make landline calls. Any over the top voice service will be subject to its own Terms and Service Description.

Certain services that relied on telephone Lines provided with Legacy Broadband services will not be available with the Service including (but not limited to): Subscriber private metering; 30k loop, Private Circuits; ISDN (all types); Home Highway or Business Highway; Red ABC; RedCare; FeatureNet 5000 services; meter pulse facility; PBX, AUX lines, fax services, voice band modems and security or lift alarm systems.

As the telephone Line associated with any Legacy Broadband Service will be ceased, the Customer must satisfy themselves that any required services such as security alarm systems, lift lines etc. are IP compatible, can be connected to the service and after any of the Services have been installed, to ensure that they have can continue to operate after the installation.

4.7 Lead Times

Nasstar are unable to commit to a maximum lead time for the installation of Broadband Services, as installation can be dependent on factors outside our control:

- Status of the Openreach network at the site (as advised by broadband availability checkers);
- Capacity and product availability at the Exchange;
- Existing site equipment (e.g. presence of existing NTE or ONT);
- Availability of Openreach engineering resources to carry out the installation; and
- Certain sites may be subject to survey and require additional civils work to be undertaken.

The Customer can select a customer required date (CRD) at point of placing the order on the system (which should not usually be greater than 90 working days from the point of placing the order). If an appointment is available from our Network Operators to install the Service on the CRD, Nasstar will confirm this date as the committed delivery date (CDD). The first available engineering appointment may however be later than the CRD, as it is driven by availability of engineering resource and lead times associated with the delivery of the chosen Service. In these cases, Nasstar will select next available appointment date and confirm the committed delivery date (CDD) back to the Customer.

4.7.1 FTTP Lead Times

Unlike Copper Last Leg broadband delivery, FTTP services are still being rolled out, so lead times may vary substantially from premises to premises, dependant on the category of installation required. The categories of delivery for new FTTP services are indicated in broadband availability checkers and are described below:

- **0 Stage Delivery** – in these scenarios, fibre and an ONT (Optical Network Termination) are already in place at the premises and the service can be activated remotely. These types of orders are typically for restarts of a stopped FTTP service, or in new builds that have already

been connected to FTTP infrastructure. Where a transfer of an FTTP service from another carrier is requested, a minimum 10 working day “cooling off period” is required by Ofcom.

- **1 Stage Delivery** – where external fibre is already available and the installation involves only the installation of the ONT and connection of the fibre to the premises. This is carried out in one engineer visit and access to the premises will be required.
- **2 Stage Delivery** – where the site needs to be surveyed for external fibre to be laid, as well as the connection to the premises. These installs will typically be carried out in two visits, with an initial survey being carried out outside the premises to determine the external work required (or carried out at that point if the work is not complex), and a further visit (with site access required) to install the ONT. Provided the initial survey does not flag the installation as a complex delivery, the installation date provided at post-survey stage is unlikely to change.
- **Complex delivery** – in these cases, the survey will provide an expected lead time, however, the date can not be guaranteed as these types of install may require road closures and/or traffic management, in some cases requiring permission from local authorities or landowners to install the fibre. In some cases, the survey may flag excess construction charges, which will be shared prior to the order proceeding and in rare cases, Openreach may advise that the installation is not viable.

Delivery dates are subject to engineering resource availability. Nasstar’s will provide a provisional install date when placing the order in our systems. For FTTP orders, the date can not be confirmed at this stage, as the order category and survey availability (if required) needs to be confirmed with Network Operator. Committed install dates will be available following confirmation received from the Network Operator.

	0 Stage	1 Stage	2 Stage	Complex
Survey required?	No	No	Yes – survey date committed within 3 working days	Yes – survey date committed within 3 working days
Date confirmation available	By end of following working week	By end of following working week	Minimum after survey (order + 7 working days) or end of following working week. Aim to use the provisional date	Minimum after survey (order + 7 working days) or end of following working week. Provisional date highly likely to change
Typical delivery lead time	10 working days	10-20 working days	10-20 working days (unless survey identifies as Complex)	May be up to 70 working days
Managed Installation required?	No	Yes	Yes	Yes
Likelihood of delay	Low	Medium	High	Very high

Until the installation category is known, it should be expected that most installations (i.e. 1 stage and 2 stage) of FTTP will have a lead time of 20 working days. Where the survey identifies additional work that will cause delays, a realistic worst case scenario may add up to 60 working days over a standard 1 stage lead time, so total time for a Complex delivery may be up to e.g. Initial survey (7 working days) + Polling or duct work (58 working days) + Final install appointment lead time (5 working days) = 70 working days.

4.7.2 Site Survey

A site survey is scheduled when the Network Operator needs to check the infrastructure at the Site and the route that will be used to deliver the Line. This may be the case for a new build site, or for the first installation of FTTP services. The site survey will take place at both the customer premises and the exchange.

It is your responsibility to ensure that the Network Operator and the attending engineers have everything they need to complete their work. Failure to do so could result in unnecessary delays and additional Charges.

Prior to the site survey taking place, you need to provide Nasstar with the below information (where applicable):

- Site contact name and mobile number
- Access is pre-arranged for the scheduled appointment slot
- Asbestos Register is available if the premise was built before the year 2000
- Highlight any access restrictions such as parking, visitor passes, PPE etc.
- Confirm if CSCS cards are required to access site

On the day of your site survey, ensure:

- The site contact provided is available: It is important to note that Openreach will call from an unknown number, please ensure you answer the call despite it being from an unknown number.
- Access is granted to the engineer on arrival to site
- The engineer can access all areas of the building including the lead-in room, risers on all floors and the comms room
- The Asbestos Register (if required), Health & Safety Docs and Floor Plans are readily available for the engineer

5 Service Levels and KPIs

The Service Levels set out in this Service Description are subject to the exemptions and limitations set out in the Contract, including, in Nasstar’s General Terms, Broadband Service Specific Terms and Service Level and KPI Terms. No Service Credits will be applicable in the event that a Fault / Incident or Service Failure is due to an Exempted Failure, due to planned or Emergency Maintenance, due to any other limitations and restrictions set out in the Contract.

Nothing in this Clause 5 or the Contract shall oblige Nasstar to pay any Service Credits or compensation in respect of the Service Levels until after the expiry of the Amnesty Period.

5.1 Incident Management

The Customer can notify Nasstar of an incident between 08:00 – 20:00 Monday to Friday and 09:00 – 17:30 on Saturdays (excluding bank holidays) (“**Support Hours**”).

The TTR period shall begin once the Customer notifies the Service Desk of the incident and an Incident Reference Number (IRN) has been allocated. Where the Customer notifies Nasstar of an Incident outside of Support Hours, the TTR will commence at the start of the next working day within Support Hours. The TTR period shall cease upon notice to the Customer by Nasstar of resolution of the incident.

Nasstar will endeavour to resolve Service Affecting Incidents* within 48 hours (Support Hours). In the event that Nasstar fails to meet the TTR for Service Affecting Incidents* only, the Customer shall have the right to claim Service Credits as detailed below:

TTR* (Support Hours)	Service Credit (where Nasstar fails to meet the TTR)
48 Hours	20% of monthly rental charges**
48 Hours	20% of one quarter of the quarterly rental charges**
48 Hours	20% of one twelfth of the annual rental charges**

* The above TTR applies only in respect of P1 Critical Incidents.

** Refers to rental charges paid by the Customer in the billing period prior to the incident in respect of the affected connection.

5.2 Service Level Exclusions

The Service Levels and Service Credits detailed in this Service Description are subject, at all times, to the limitations and exclusions detailed in the Service Level and KPI Terms, which shall form part of the Contract.

The TTR does not apply to Incidents associated with physical cable damage or vandalism within the local loop network maintained by any Network Operator or third party operator and no Service Credits will be applicable in respect of any such Incidents or Service Failure.

The maximum Service Credit payable is limited to 20% of the total monthly rental charges for the relevant calendar month. The Customer can only make a single claim for Service Credits in respect of each particular failure.

5.3 Maintenance Services

The Services are provided by default with the standard level of Care provided by the Network Operators required for Nasstar to resolve Faults in Line with section 5.1. Where chosen and stated on your Order Form or Statement of Work, Nasstar will order your Service from the Network Operator with an additional level of Care that will elicit a faster response time for the Network Operator to resolve a Fault. Enhanced Care levels will aim to resolve a reported fault within 24 hours. In some cases, a premium Care service may be available (this is subject to the Network Operator service available at the Site) that aims to resolve a fault within 8 hours.

Whilst additional Care levels will improve the response time to resolve Faults, they do not impact the TTR thresholds for eligibility for Service Credits and the monthly cost of the Care service is not incorporated into the rental charges for calculation for Service Credits.

6 Data Processing

Nasstar's Data Processing Schedule (Communications Services), as referred to in Nasstar's Data Processing Terms, applies to this Service. This contains Nasstar's record of its data processing activities in connection with the Service and describes the categories of personal data that Nasstar processes and its responsibility as a controller or processor with respect to the processing.

7 Appendix A: Definitions

In this Broadband Service Description, unless the context otherwise requires, these terms will be given the following meanings:

"ADSL": Asymmetrical Digital Subscriber Line;

"Amnesty Period": as defined in Nasstar's Service Level and KPI Terms;

"Approved Router": a compatible router that is approved for use with the Service, as can be advised by Nasstar on request;

"Cabinet": the green Openreach street cabinets from which telephone and broadband services are distributed to nearby premises;

"Care": the Maintenance Service on the circuit, provided by the Network Operator. Available in standard, enhanced and (subject to availability) premium levels, as detailed in section 5.3;

"Copper Last Leg Services": Broadband Services where the Line to the Site is delivered over copper cable;

"DSLAM": Digital subscriber line access multiplexer; a device, often located in telephone Exchanges, that connects multiple customer broadband Lines to the Network;

"Exempted Failure": as defined in Nasstar's Service Level and KPI Terms;

"Fibre Last Leg Services": Broadband Services where the Line to the Site is delivered over fibre optic cable;

"FTTC": Fibre To The Cabinet. FTTC services built on WLR are now end of life;

"FTTP": Fibre To The Premise;

"G.Fast": an enhanced version of FTTC that is now end of sale;

"Incident Reference Number (IRN)": the unique number issued when logging a fault with Nasstar;

"IP": Internet protocol;

"Kbps": Kilobits per second;

"LAN": local area network;

"Legacy Broadband": broadband services reliant on an underlying WLR telephone Line that are now End of Sale, including ADSL, FTTC and G.Fast;

"Line": the copper or fibre circuit to the Site over which Services are provided;

"Mbps": Megabits per second;

"MPF": Metallic path facility. A broadband service using a unbundled copper Line from the serving exchange to the Site;

"Network Operator": any authorised public telecommunications network operator or telecommunications network carrier (sometimes referred to as 'Carrier') used by Nasstar to deliver the Services;

"Order Form": a website or web portal or electronic document in a Nasstar prescribed form;

"Service Affecting Incident": any failure of Nasstar's transmission or terminating equipment, which, in Nasstar's reasonable opinion causes a material loss of signals in one or both transmission directions. In

such all cases the circuit shall be deemed unavailable, and the length of downtime recorded by Nasstar from when the incident is registered by Nasstar and an IRN allocated;

"Service Credit": as defined in Nasstar's General Terms;

"Service Failure": as defined in Nasstar's General Terms;

"Service Level and KPI Terms": Nasstar's Service Level and KPI Terms set out or referred to in the Contract;

"Service Level": as defined in Nasstar's General Terms;

"SOGEA": Single Order Generic Ethernet Access. A broadband only service, provided without voice Line that connects via fibre to the street Cabinet, with a copper last leg to service the Site.

"Time To Resolve (TTR)": the length of time from the issue of the IRN to the repair and resolution of the service circuit and/or associated equipment;

"Wires-only": the Service is provided without the broadband router Hardware required to operate the service, which may be purchased separately from Nasstar or another supplier, provided it is an Approved Router;

"WLR": Wholesale Line Rental, the traditional analogue voice telephone Line that is provided via Openreach and is now end of sale.

All other terms shall be interpreted in accordance with the Contract (including the Broadband Service Specific Terms).

