

Product Schedule – Ethernet Services

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to Ethernet Services which includes – but is not limited to - FTTC Ethernet/EoFTTC, EFM, fibre leased line, MetroGig Connect and MPLS services including ADSL tails forming part of MPLS networks. It sets out terms and conditions which are specific to the provision of such Ethernet Services. It is in addition to and subject to Arrow's standard Terms and Conditions, and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in Arrow's standard Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and Arrow's standard Terms and Conditions, the terms of this Product Schedule shall apply.

2. **Ethernet Services – General Terms:** The following provisions shall apply to all EFM/Leased Line/MPLS Services. The term "**Customer Apparatus**" means the Customer's hardware or equipment to which the Ethernet Services are to be delivered.
 - 2.1 **Current Supplier:** On signature of the Product Agreement, Arrow will facilitate the switching of the relevant service(s) to an Arrow Service Provider ("Service Provider"); Arrow is not liable for any termination fees payable by the Customer to their current supplier, regardless of whether this is in lieu of a notice period or for any other reason.
 - 2.2 **Information, Customer Apparatus & Access:** On request, the Customer shall promptly provide Arrow with information concerning the specifications and signalling of the Customer Apparatus and any other information Arrow reasonably requires to connect the Ethernet Service(s). The Customer shall allow and facilitate for Arrow and its subcontractors such access to the Customer's premises as is appropriate and necessary for the provision of the Ethernet Services and any reprogramming. The Customer shall provide Arrow and its subcontractors, at no charge, with such space and electrical power as is reasonably required by Arrow.
 - 2.3 **Provision of Service:** The Customer shall provide Arrow with the required installation details by completing a Sales Handover Form, which will allow the ordering process with the Service Provider to commence, additionally:
 - (1) Arrow shall identify the appropriate technology of providing the Customer with the required service at that location and shall notify the Customer of the expected delivery date of the service.
 - (2) Arrow may require a site survey to be completed of the Customer's premises in order to identify the method of access of the service into the building and the Customer shall permit access to the premises for the purposes of completion of this survey.
 - (3) In the event of excess construction charges applying to the customer order then the Customer shall have the right to cancel the order without penalty, within 5 working days of receiving notification from Arrow of the applicable excess construction charges. If the Customer does not cancel the order within this timeframe then they shall be deemed to have accepted the excess construction charges and the services provided by Arrow.
 - (4) The Customer shall be notified from time to time of any changes to the expected delivery date howsoever caused, and accepts that they shall have no basis to cancel the order if the expected delivery date is delayed. Should it not be possible to provide internet access service to the Customer's location then Arrow reserves the right to inform the Customer and cancel the Product Agreement at no cost to the Customer.
 - (5) The Customer shall be responsible for providing the necessary rack space (3U) and 2x13 amp power sockets for the NTE and the managed router at the location where the service will be terminated.
 - (6) Arrow reserves the right not to provide the Ethernet Services to any site and to withdraw its provisional acceptance of an order for reasons including, but not limited to:
 - (a) The distance between a site and the point of presence of Arrow's nominated Service Provider;
 - (b) If a site survey finds that a site is not suitable for the provision of the Ethernet Services;
 - (c) If the Customer does not agree to pay the Excess Construction Charges or any other charges reasonably levied by the Service Provider.
 - (7) Subject to clause 2.3 (6a) Arrow shall issue a final acceptance of the order to the Customer confirming the delivery date for the installation of the services.
 - (8) The delivery date may be later than the Customer preferred date where the Service Provider encounters delays which could not have been reasonably foreseen.
 - (9) On a date during the order fulfilment process, Arrow or its nominated sub-contractor will visit the Customer Site(s) to install the network Terminating Equipment (NTE). Within 3 working days of completion of the installation of the NTE the service will be connected to the Service Provider and following the conclusion of a series of commissioning tests performed by the Service Provider, the service will be deemed ready for use ("Service Commencement Date") and Arrow shall be entitled to invoice the Customer for the Ethernet Services.

- (10) Arrow or its nominated subcontractor require a minimum of 48 hours' notice for the cancellation of an agreed visit, otherwise charges may apply. Additionally, charges may also apply in the event that Arrow or its nominated sub-contractor are unable to gain access to the site on the agreed date.
- (11) Arrow shall invoice the Customer upon the Service Commencement Date (as defined above) notwithstanding whether the Customer has installed the required router (whether supplied by the Service Provider or not) and the completion of successful testing of the final installation by Arrow.
- (12) The Customer acknowledges that all timeframes are estimates only and that Service Levels (as set out in the Ethernet Service Level Agreement) are target service levels only.
- (13) The FTTC Ethernet Service requires an Openreach analogue line for service delivery; Arrow will not accept an order for this Service if no such line is present. An order can be placed through Arrow for the requisite line. This will be subject to a separate charge.
- (14) The Openreach analogue number is required to place an order for FTTC Ethernet Service and the line must be installed at the service point before an FTTC Ethernet and the line must be installed at the service point before an FTTC Ethernet order is placed.
- (15) The Customer shall obtain all necessary third party consents required in relation to building alterations or additions, access to land or other permission required to install the Equipment or for the provision of the Ethernet Service (or, where this is carried out by Arrow or its sub-contractor, shall render all reasonable assistance required by Arrow).

2.4 **Early Termination:** If the Customer attempts to terminate this Product Agreement during the Term, Arrow reserves the right to invoice the Customer for an early termination charge, made up of either or all of

- (1) line rental or service charges from the date of the early termination notice served by the Customer to the end of the Term;
- (2) Any costs incurred by Arrow during the provisioning period whilst the service is being connected;
- (3) Any costs incurred by Arrow to reprogram the Customer Apparatus once the service has been provisioned;
- (4) The costs of any equipment supplied to provide the service not returned to Arrow in good condition within 14 days of the date of termination;
- (5) In the event that the Customer terminates prior to the Service Commencement Date, the Customer acknowledges that it will be liable for all line rental or service charges for the full duration of the Term

3. **Changes to the Agreement:** The Customer may request a change to the bandwidth of an installed Ethernet Service as follows (but this shall be subject to the maximum capacity of the service provided and the capability of the service to be regraded):

- (a) Once a month in respect of an upgrade in the overall bandwidth; or
- (b) Once in any 12 month period in respect of a downgrade in the overall bandwidth; or
- (c) Once a month in respect of a change to the capacity allocated to either the IP telephony service or the internet service where a converged service is being provided.

The Customer agrees that charges in respect to the above changes may apply and also acknowledges that the monthly charges may vary, as shall be notified by Arrow to the Customer.

4. **Survey and Installation:** Provision of the Ethernet Service will be subject to the completion of a satisfactory site survey by Arrow or its subcontractor. The Customer acknowledges that it will be necessary for Arrow or its subcontractor to a site or sites to conduct such survey and for the purposes of installation.

4.1 Where an appointment s made for Arrow or its subcontractor to visit a Customer site, including for the purposes of a site survey or for installation, and the visit cannot be successfully completed due to:

- (a) The inability of Arrow or its subcontractor, through no fault of their own, to complete the work;
- (b) The inability of Arrow or its subcontractor to gain access to the site or sites or any part thereof which is necessary for the work;
- (c) The appointment is broken by the Customer; or
- (d) Any other reason where Arrow or its sub-contractor is not at fault, Arrow will charge the Customer with its standard aborted visit charge. Unless otherwise agreed in writing between the parties the Customer must agree an appointment for installation at a site within 14 days of notification by Arrow of Arrow's proposed installation date. In the event that the Customer does not agree such an appointment, the appointment will be deemed to have been fixed for Arrow's proposed installation date unless a revised date is subsequently agreed.

4.2 In the event that any further site surveys are required in order to provide the Ethernet Services, Arrow will notify the Customer of any further charges required in respect of the provision of the services. If the Customer does not agree such additional charges, Arrow will cancel the Product Agreement and the Customer shall be liable for any charges incurred by Arrow to the point of cancellation under this clause 4.

5. **Service Constraints:** The Customer acknowledges and accepts that there may be certain technical limitations to the Ethernet Service as set out in clauses 5.1 to 5.3 below. In summary, the internet access service provides access to the internet at a maximum speed as indicated in the Product Agreement for the selected package. By placing an order for Internet Access services with Arrow the Customer acknowledges that it is not possible for Arrow to provide a fault or interruption-free service, and that from time to time their internet connection may be interrupted or suspended due to faults or maintenance or other outage reasons.
 - 5.1 There may be technical or geographical limitations which do not enable the Ethernet Service to be installed. Provision of the Service is conditional on a site survey when such limitations will normally become apparent. In the event that a site survey reveals that the required Ethernet Service cannot be installed, Arrow will cancel the Product Agreement without any further charge to the Customer with the exception of the costs of the site survey.
 - 5.2 Certain technical limitations may not become apparent until after the Ethernet Service has been installed and has been working for some time; in such circumstances, Arrow may, at its discretion, terminate the Product Agreement and the provisions of clause 6 regarding the return of equipment shall apply. For the avoidance of doubt it should be noted that the available IP throughput of a circuit will be lower than the standard port speeds advertised owing to management and encapsulation overheads. Successful conclusion of the commissioning tests performed by Arrow or its nominated sub-contractor shall be prima facie evidence that such management and encapsulation overheads are within normal parameters for the type of circuit concerned.
 - 5.3 In the circumstances referred to in clauses 5.1 and 5.2 and notwithstanding anything to the contrary in the Product Agreement, Arrow shall have no liability to the Customer for any failure to provide the Ethernet Service, the performance of the Ethernet Service, its effect on any other services or equipment or the withdrawal of the Ethernet Service, save as set out above.
 - 5.4 Actual available FTTC Ethernet line speed will be confirmed during the provisioning process. If the maximum upstream line speed is lower than originally ordered, Arrow will process the order to allow the confirmed highest available downstream speed. For example, if a 20Mbps service is ordered but the maximum available upstream line speed is 18Mbps, the order will be processed as a 20Mbps service however the actual usable line speeds will be 20Mbps in the downstream direction and 18Mbps in the upstream direction.
 - 5.5 The FTTC Ethernet service offers guaranteed symmetrical bandwidth of up to 20Mbps. Arrow will use all reasonable endeavours to provide a downstream bandwidth of greater speed where such is ordered but no fault report or cancellation will be accepted by Arrow for any failure to achieve a downstream bandwidth greater than this speed.
 - 5.6 The Customer acknowledges that bandwidth speeds may vary over time on an FTTC Ethernet circuit, especially immediately after first installation due to a number of technical considerations including, but not limited to, the distance between the Customer site and the connection cabinet.
6. **Equipment:** Equipment provided by Arrow or by its subcontractors for the delivery of the Ethernet Service ("the Equipment") remains the property of Arrow or its sub-contractors, as the case may be, and neither the Customer nor any end user shall acquire any property in it and all property must be returned to Arrow by the Customer at the termination of the Product Agreement/ and the Customer shall be liable for the costs of any equipment supplied to provide the service which are not returned to Arrow in good condition within 14 days of the date of termination of the Product Agreement

In cases where the Customer supplies the router Arrow does not guarantee that any such router will be compatible with and/or suitable for use with the Ethernet Service provided by Arrow. Arrow shall be entitled to charge (at its then current standard rates) for any configuration or other work performed by itself or any of its sub-contractors which is required to bring any router supplied by the Customer into a state where it is compatible with the Ethernet Service.

 - 6.1 The Customer shall provide a suitable place, conditions, connection points and electricity supply for the Equipment according to Arrow's reasonable instructions and carry out any site preparation work reasonably required by Arrow.
 - 6.2 The Customer is responsible for the Equipment and shall be liable to Arrow for any loss or damage to it save where such loss or damage is caused by fair wear and tear, is caused by Arrow, its subcontractor or anyone authorised to act on their behalf. The Customer shall take all reasonable steps to prevent any damage to the Equipment and to prevent anyone (except anyone acting on Arrow's or Arrow's subcontractor's behalf) from adding to it, modifying it or interfering with it in any way.
7. **Connection:** Any equipment connected to the Ethernet Service must be technically compatible with the Ethernet Service and connected and used in compliance with any applicable instructions, standards or laws. Any such equipment should not cause any damage to the Arrow network, the Ethernet Service, the Equipment, any other customer's network or the network of any underlying service provider.
 - 7.1 The Customer agrees that it and its customers will only connect equipment to the Ethernet Service by using the CPE provided by Arrow.

- 7.2 If the Customer becomes aware that any equipment connected to the Ethernet Service does not comply with the relevant instructions, standards or laws they should immediately disconnect the equipment or ensure its immediate compliance. Failure to disconnect non-compliant equipment will result in Arrow disconnecting it at the Customer's expense.
- 7.3 Arrow will not be liable for any failure to meet any service levels or any failure of the Ethernet Service or any other obligations if such failure has been found to be caused by the connection of any equipment other than in compliance with this clause 7.

8. **MPLS Terms & Conditions:** In addition to the above, the following provisions shall also apply to the supply of MPLS services:

- 8.1 Arrow requires 3 months' written notice which will apply to the individual circuit within the MPLS solution provided.
- 8.2 Arrow will provide a VPN service over the MPLS network to enable the linking of the customer's router's together with data integrity and security for the customer's exclusive use.
- 8.3 Supply of these services is made via the connection to the Network Infrastructure. It is Arrow's responsibility to maintain the connection to the Network Infrastructure on behalf of the Customer in so far as it is capable of doing so without direct control over the Customer's site. Arrow cannot be held responsible or liable to the Customer for failing to provide these services if such failure arises as a result of any interruption to, failure to connect to or disconnection from the Network Infrastructure, due to a circumstance or event within the Customer site.

Service Changes: In the event of the Customer requiring changes to the configuration of the MPLS service, these shall be requested via email. Arrow will inform the Customer if any charges will apply for such changes and on agreement shall endeavour to complete these changes within one working day of receipt of the change request.

Additional Sites: In the event of the Customer requiring additional sites to be added to the MPLS service, then HE Customer shall enter into a new Product Agreement for each separate site.

Local Area Network: The Customer acknowledges that Arrow will not be responsible for Customer's local area network and Customer will be solely responsible for its local area network infrastructure. Customer is advised to maintain a secure environment to its local area network. Customer shall use reasonable endeavours to ensure security on in its local area network so as not to compromise the MPLS Network.

9. **Government Voucher Scheme**

- 9.1 Any services ordered and prices quoted using the government voucher scheme are provided subject to eligibility as detailed on the voucher scheme website at <https://gigabitvoucher.culture.gov.uk/>. Arrow does not have any responsibility and shall not be liable in respect of a Customer's use or activity under this website or for the performance of the website host.
- 9.2 Successful completion and subsequent carrier approval of the Voucher Request Form is required before the order can be placed.