1. INTERPRETATION & ADDITIONAL DEFINITIONS

1.1 Unless the context otherwise requires, terms and phrases defined in the Terms and Conditions, the Services Order Form and the Services Descriptions attached thereto will have the same meaning when used in this Services Description.

1.2 In addition to Paragraph 1.1, the terms and phrases provided below will have the meanings provided herein:

"Access Circuit" means the telecommunications link between the Backbone and each CE Router at each Site**;**

"ACDR" means the committed data rate aggregated over each of the Access Circuits and the Backbone that the Customer specifies to Manx Telecom at the start of each Calendar month that Manx Telecom applies to the Customer's actual bandwidth utilisation to calculate the bandwidth-related fees payable by the Customer in a particular Calendar month**;**

"ADSL" means asymmetric digital subscriber line which is referred to as 'asymmetrical' because a larger proportion of the bandwidth of the ADSL circuit is available for the Customer to receive data and less bandwidth is available for the Customer to send data;

"Availability" means the availability of a resource expressed as a percentage, which is calculated as follows:

$$\text{Availability} = \frac{A - B}{A} \times 100$$

Where:
A = the number of hours in the Relevant Measurement Period for the resource.
B = the number of hours in the Relevant Measurement Period when the resource was unavailable, the measurement of such unavailability will exclude any period during which an Excluded Event occurs;

"Backbone" means the IP traffic transporting SDH or WDM that uses MPLS IP Class of Service and packet marking to manage the quality of service and that employs IP-VPN technology that is broadly compliant with the architectural framework covered in IETF informational RFC 2547 network running over a fibre optic backbone network;

"CE Router" means the customer edge network router located at each Site;

"Change Management Procedure" means the change management procedure set out in Schedule 1 to the Terms and Conditions;

"Class of Service or CoS" means the matching of different types of Customer data and/or User data with bandwidth to create different classes of service, so that the MPLS Service is able to determine which MPLS Packets sent by the Customer are time critical and those which are not, which will be allocated according to the CoS options on the Services Order Form;

"Core Regions" means the core regions of relevant Third Party Telecommunications Suppliers, which include Australia, Austria, Belgium, China, Czech Republic, France, Germany, Hong Kong, Hungary, India, Italy, the Isle of Man, Japan, Luxembourg, Malaysia, the Netherlands, New Zealand, Philippines, Poland, Portugal, Republic of Ireland, Russia, Singapore, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, the United Kingdom, the United States and such other countries that Manx Telecom may from time to time notify the Customer.

"DDoS Attack" means a distributed denial of service attack;

"DSL Link" means digital subscriber line, which can be ADSL, VDSL or SDSL;

"Early Cancellation Fee" means all costs that Manx Telecom may incur as a result of the early cancellation of any element of the Services by the Customer, including but not limited to the early cancellation fees charged by all Third Party Telecommunications Suppliers and any other third party suppliers with which Manx Telecom will have entered into agreements in order to enable Manx Telecom to provide the Services to the Customer unless or until Manx Telecom is able to utilise the services provided by such Third Party Telecommunications Suppliers or any other third party suppliers to deliver services to other customers;

"Enhanced CoS Bandwidth" means guaranteed bandwidth available to the Customer the performance of which is not impacted or degraded by high traffic levels in other bandwidth classes, which bandwidth can be utilised for business critical applications;

"Excluded Event" includes:

- a planned, temporary interruption in the availability of any element of the Services to enable Manx Telecom to carryout essential maintenance or upgrades to any element of the Services; or
- all regular maintenance windows reasonably required by any Third Party Telecommunications Suppliers; or
- where the delivery of any element of the Services is degraded as a result of a DDoS Attack; or
- the failure by any Third Party Telecommunications Suppliers to provide any services to Manx Telecom.

"Fees" means Manx Telecom's current fees (as may be modified from time to time) for making the each element of the Services available to the Customer, which fees are listed in the Services Order Form;

"Flexible Bandwidth" means the facility for the Customer to use less than 100% of the available bandwidth of an Access Circuit, which enables the Customer to increase and decrease the bandwidth of the Access Circuit and so increase and decrease the associated fees so as to match the Customer's varying demand for bandwidth ("Throttling");

"Incident" when either Party has reason to suspect that the Services are not being delivered in accordance with the Service Levels;

"Incident Management" means Manx Telecom's recording of each Incident reported by the Customer, the resulting technical support actions taken to resolve each Incident and communication of such resolution to the Customer;

"Incident Reporting Telephone Number" means the following telephone number +44 (0) 1624 624624, which is the dedicated fault reporting telephone number for the Customer;

"Incident Reporting Procedure" means the provision by the Customer to Manx Telecom of the Minimum Incident Information with respect to an Incident by means of telephone to the Incident Reporting Telephone Number, or as may be mutually agreed by the Parties in writing;

"ISDN" means integrated services digital network;

"Internet" means the global data network comprising interconnected networks using Transmission Control Protocol/Internet Protocol;

"IP address" means the unique string of numbers that identifies an address on the Internet;

"Jitter" means the variation, or difference, in the end-to-end delay between received MPLS Packets of packet stream, which will be measured by averaging measurements made over a calendar month on the Customer VPN;

"Managed Services" means the managed services that the Customer requires Manx Telecom to provide as detailed on the Services Order Form and in this Services Description;

"Minimum Incident Information" means the minimum amount of information that must be provided to Manx Telecom before an Incident Report can be accepted by Manx Telecom, which includes:

- the name, telephone number and email of the person reporting the fault;
- all relevant circuit reference numbers;
- the physical location of the fault;
- the number of Users known to be affected by the incident; and
- any other details that may be relevant to diagnosis of the Incident (including, but not limited to all Manx Telecom services at the site, any symptoms, events or actions leading up to the incident, any tests carried out in attempting to identify the cause of the incident, or any environmental conditions that may be causing the incident);

"Minimum Period" means twelve (12) months from the Service Commencement Date, or any other Minimum Period agreed on by the Parties from time to time;

"**MPLS"** means multi-protocol label switching;

"**MPLS Packets"** means the data packets travelling within the Backbone;

"**Packet Loss**" means the discarding of packets in the Backbone when any router or other network device is overloaded and cannot accept additional packets at time that a MPLS Packet arrives at the network device, which will be measured by averaging measurements made over a calendar month on the Backbone;

"Parties" means the Customer and Manx Telecom and "Party" shall mean either of them;

"Premium CoS Bandwidth" means the highest priority bandwidth available to the Customer, which bandwidth can be utilised for delay-sensitive traffic such as voice over IP.

"Recurring Fees" means the recurring fees for each Site as provided in more detail in the relevant Services Order Form.

"Relevant Measurement Period" means the relevant measurement period over which each Service Level is measured that is one calendar month;

"Resilience" means the type of CE Router back-up and redundancy options required by the Customer, which options include:

- Single CE Router per Site Options of: a DSL Link back-up and ISDN 'dial around the cloud';
- Dual CE Router per Site Options of: Bandwidth Resilience with either CE Router load sharing or with carrier diversity.

"Round Trip Delay" means the amount of time it takes for a MPLS Packet to get from any one CE Router to another and back again, which will be measured by averaging measurements made over a calendar month on the Backbone;

"SDSL" means symmetric digital subscriber line which has the same bandwidth available for the Customer to send and receive data;

"SDH" means synchronous digital hierarchy;

"Service Centre" means the Manx Telecom Service Centre at Manx Telecom HQ, Cooil Road, Braddan, Isle of Man, IM2 2QZ;

"Service Commencement Date" means the date that Manx Telecom is to commence providing the Services to the Customer, which shall either be the date of the Services Order Form, or any other date that both Manx Telecom and the Customer may mutually agree in writing;

"Service Equipment" means equipment, including, without limitation, any multiplexer, telecoms apparatus or communication channel owned, provided or controlled by Manx Telecom or a Third Party Telecommunications Supplier in order to enable the each element of the Services to be made available to the Customer;

"Service Levels" means the Service Levels provided in Paragraphs 4.1 and 4.2;

"**Services**" means each of the services listed on the Services Order Form;

"Services Order Form" means any services order form and any attachments thereto that the Parties enter into and that this Services Description forms part, which provides the Fees that the Customer will pay to Manx Telecom in consideration of Manx Telecom delivering the Services to the Customer;

"Site"means each Customer site (listed on the Services Order Form) that accesses the Services by means of an Access Circuit;

"Standard CoS Bandwidth" means the lowest priority bandwidth available to the Customer, which bandwidth can be utilised for non-time critical traffic such as email or web browsing.

"Technical Consultancy" means any technical consultancy services that Manx Telecom provides to its customers from time to time in response to a Customer's request for assistance;

"Term" means five (5) years;

"Termination Date" means the date on which this Services Description is terminated pursuant to the terms hereof;

"Third Party Telecommunications Supplier" means a third party supplier of telecommunications bandwidth and/or leased line connectivity to Manx Telecom or an Associated Company of Manx Telecom;

"URL" means a uniform resource locator, which is the full address for any page on the world-wide web;

"User" means any party that accesses or browses any the Customer website or that accesses or browses any of the Customer's Equipment or any software (including but not limited to the Customer Software) by means of any element of the Services; and

"VPN" means a virtual private network within our MPLS Service;

"WDM" means wave division multiplexing.

2. SERVICES

2.1 Manx Telecom shall make the Services available to the Customer from the Service Commencement Date until the expiration of the Term, subject to termination and suspension rights as set forth in this Services Description.

2.2 Throughout the duration of this Services Description, Manx Telecom shall make the Services available to the Customer with the reasonable skill and care of a competent telecommunications service provider and in accordance with the appropriate Service Levels.

2.3 Elements of the Services include:

(a) Access to the Backbone via an Access Circuit on the Isle of Man**;**
(b) Provision of CE Routers, unless the Customer chooses to supply the CE Routers;
(c) Configuration of the Backbone to create the Customer VPN; and
(d) 24-hour monitoring and management of the Backbone, the Access Circuit and the CE Router, unless the Customer chooses to monitor and manage the CE Router itself.

2.4 Manx Telecom may provide an optional off island Access Circuit at the Customer's request from the Backbone to a Site not located on the Isle of Man. This optional off island Access Circuit will not be subject to the Service Levels detailed within paragraph 4.1 or the Service Credit detailed at 5.5; Manx Telecom will use reasonable endeavours to fix any faults on this Access Circuit in-line with appropriate on-Island Service Levels .

2.5 Manx Telecom may provide resilience options for the Customer. There are three options available for the Customer to purchase:

(a) a secondary MPLS Service
(b) diversity on a secondary MPLS Service on the Backbone only
(c) separacy on a secondary MPLS Service from end to end

2.6 If an Access Circuit is provided by a DSL Link, then Manx Telecom's ability to deliver certain elements of the Services to such Sites may be restricted and such affected Sites will be indicated herein by the use of the words 'excluding Sites using a DSL Link'.

2.7 If a Site is in a Core Region (excluding Sites using a DSL Link), then Manx Telecom will endeavour to make CoS available as follows:

(a) Premium and Standard CoS for all Sites;
(b) three Enhanced CoS for any Site connected directly to the Backbone; or
(c) one Enhanced CoS for any Site connected directly to the Backbone

2.8 For Sites using a DSL Link, or for Sites that are outside the Core Regions, availability of CoS is dependent on the particular location of the Site, as indicated on the Services Order Form.

2.9 If Customer data packets in a CoS exceed the bandwidth allocated to the CoS on the Services Order Form, then:

(a) Premium CoS packets will be dropped; and
(b) Enhanced or Standard CoS packets will be dropped only if the total Customer bandwidth utilised by such packets exceed that indicated on the Services Order Form.

2.10 If the Customer chooses the Managed Service option on the Services Order Form, then in relation to each CE Router installed at a Site and used in connection with the Service, Manx Telecom will have the following obligations:

(a) Setting up, configuring and updating each CE Router with the appropriate operating system and configuration to enable the CE Router to:
  (i) connect to the Backbone via the Access Circuit;
  (ii) support the applicable CoS profiles and IP Addressing of the Service
  (iii) receive software updates, upgrades and/or network modifications; and
(b) real time monitoring of the CE Router.

2.11 If the Customer does not choose the Managed Service option on the Services Order Form, then the Customer:

(a) shall be responsible for each of the Manx Telecom obligations listed in Paragraph 2.10;
(b) may tailor the CE Router to implement its own CoS and in such circumstances the following responsibilities shall arise:
   (i) the Customer shall be responsible for configuring and deploying the CoS profile on the appropriate CE Router;
   (ii) Manx Telecom will be responsible for configuring the Backbone;

2.12 With regard to each Customer configured Site:

(a) Manx Telecom does not guarantee CoS availability or functionality to or from the Site; and
(b) Manx Telecom will not be obligated to provide support for the Customer's CoS Profile, but if Manx Telecom does provide such support, then Manx Telecom reserves the right to charge the Customer fees in relation to the support provided.

2.13 If the Customer chooses specific Technical Consultancy options on the Services Order Form, then Manx Telecom will design, implement, manage and archive configuration of internal IP Protocols, LAN information and access lists on the Customer's internal network, as required by the Customer.

2.14 If the Customer does not choose such specific Technical Consultancy options the Services Order Form referred to in Paragraph 3.10, then such tasks referred to in Paragraph 3.10 will be the responsibility of the Customer.

2.15 The Customer should note the following with respect to its use of the ACDR facility:

(a) at the start of each Calendar month, the Customer is able to request increases in its ACDR in accordance with the Change Management Procedure. Any decreases in the current CDR can only be made once free of charge during the Term and cannot be below the ACDR requested by the Customer on the Initial Services Order Form. Any further decreases would be charged at the then current Bandwidth Changes Fee. The fee rates for the ACDR will apply for a full month and will be used to calculate the Customer's fees.

(b) the Service Levels and Service Targets specified herein do not apply when the Customer exceeds the then current ACDR for the month;

(c) the Customer's actual ACDR is calculated by Manx Telecom as provided below:

   (i) Manx Telecom measures both for inbound and outbound traffic over each Access Circuit utilised by the Customer and the Backbone over the course of five (5) minute periods in order to calculate an average bandwidth utilisation; for example, if the Customer had two Access Circuits to a particular Site, then the ACDR would be aggregated over both Access Circuits;
   (ii) at the end of each calendar month Manx Telecom compiles an average figure for each five (5) minute period during the month;
   (iii) to calculate the Customer's bandwidth utilisation over the course of the month, the highest five (5) percent of these figures are discarded;
   (iv) the remaining 95th percentile value is taken as the larger of the inbound or outbound traffic values.
   (v) the Customer's bandwidth utilisation for that month will be based on the highest figure of the remaining 95% utilisation during that month and will be rounded up to the nearest full megabit per second;
   (vi) if the Customer's bandwidth utilisation is in excess of the ACDR, then the Customer will be charged the fee for its then current ACDR and an additional fee applicable to that ACDR rate for the bandwidth utilization above the then current CDR; and

(vii) If the Customer's 95th percentile bandwidth consumption is less than the current ACDR, then the client's bandwidth fees for that month will be fixed at the ACDR fee relevant to the then current ACDR;

3. INCIDENT MANAGEMENT

3.1 If either Party detects that an Incident has occurred or is occurring or reasonably believes that an Incident may occur at some point in the future, then:

(a) the Customer must report such detection by telephone to the Incident Reporting Telephone Number in accordance with the Incident Reporting Procedure; and

(b) Manx Telecom will contact the Customer regarding such detection and will notify the Customer's named contact by telephone or e-mail and provide an estimated time of resumption of the Services impacted by the Incident ("**Estimated Resumption Time**").

(each an "**Incident Report"**)

3.2 Once an Incident Report has been made in accordance with Paragraph 3.1, then Manx Telecom will:

(a) perform initial diagnostic tests to determine the likely cause of the Incident, and notify the Customer's named contact by telephone or e-mail as to the Estimated Resumption Time; and

(b) activate appropriate technical support resource to enable each Incident to be resolved.

3.3 During the period of time that an Incident remains unresolved, the Service Centre will provide initial and subsequent status updates to the Customer

3.4 Once an Incident has been resolved, Manx Telecom will inform the Customer.

3.5 Provided that there is no significant effect on the Services, Manx Telecom reserves the right to make any changes to the terms of this Paragraph 3 and the Incident Reporting Procedure referred to herein

4. SERVICE LEVELS AND SERVICE TARGETS

4.1 Service Availability

(a) The Availability specified in this Paragraph 4.1(a) apply only to those Sites located in Core Regions and will exclude Sites using a DSL Link.

% Availability per Calendar Month	Access Method
99.7	Single Access Site (Site with one CE Router with a single Access Circuit)
99.7	Single Access Site (Site with one CE Router with a single Access Circuit with a DSL Link or ISDN back-up)
99.8	Dual Access Site (Site with two CE Routers each with an Access Circuit, with one of the Access Circuits being a DSL Link)
99.9	Dual Access Site (Site with two CE Routers each with an Access Circuit)

(b) The measurement of packet loss service levels will not include any period during which an Excluded Event occurs.

Class of Service	Packet Loss
Premium	<0.04%
Enhanced 1, 2 & 3 and Standard	<0.06%

(c) Jitter service level

The Jitter service level is only relevant to Customer data packets travelling in the Premium CoS Bandwidth and is measured in milliseconds and the measurement of the Jitter service level will not include any period during which an Excluded Event occurs.

Class of Service	Jitter target (ms)
Premium	5

(Altogether the service levels listed in this clause 5.1 shall be referred to as the "Performance Service Levels".)

4.2 The Change Management service levels are provided below:

(a) A request from the Customer to alter or amend the services provided by Manx Telecom or the Service Levels (as defined below) shall be dealt with in accordance the Change Management Procedure; and

(b) Manx Telecom will manage all change events that might impact on the Services provided to the Customer in accordance with the Change Management Procedure.

(Any service levels that the Parties mutually agreed arise from the Change Management Procedure in relation to this Paragraph 4.2 shall be referred to as the "Change Management Service Levels", which together with the Performance Service Levels shall be referred to as the "**Service Levels"**.)

4.3 Round Trip Delay Service Targets

Manx Telecom will endeavour to meet the following round trip delay service targets on the Backbone (altogether the "Round Trip Delay Service Targets"):

All CoS	Isle of Man	UK	Europe	US East Coast	US West Coast	India	Singapore	China	Japan
	Round Trip Delay (Milliseconds)								
Isle of Man	16	36	81	108	205	325	252	372	315
UK	36	16	61	88	185	305	232	352	295
Europe	81	61	74	125	200	325	268	375	320
US East Coast	108	88	125	5	85	368	279	269	210
US West Coast	205	185	200	85	12	276	200	191	140
India	325	305	325	368	376	25	141	104	194
Singapore	252	232	268	279	200	141	5	58	96
China	372	352	375	269	191	104	58	5	102
Japan	315	295	320	210	140	194	96	102	10

4.4 Incident Management Service Targets

(a) Manx Telecom will endeavour to make the Service Centre available twenty four (24) hours per day, seven (7) days per week and three hundred and sixty five (365) days per year.

(b) In response to each Incident, Manx Telecom will endeavour to:

(i) Respond to each Incident Report in accordance with the following target clear times relevant to the appropriate Service Care Level (for the avoidance of doubt each of the timings shown below will commence from the time that an Incident Report has been made in accordance with Paragraph 3.1):

Standard (default) Service Care Level two

Service	Clear by	Time of cover	Bank Holidays	Fee
MPLS	Cleared by 17:00 on the next working day after the day reported	Mon – Sat 08:00 – 18:00	Included	Nil

Out of hours attendance for Service Care Level two is available and is chargeable at the prevailing rate, please see fees list.

Optional Service Care Level one

Service	Clear by	Time of cover	Bank Holidays	Fee
MPLS	Clear within 6 hrs any time any day	Mon – Sun	Included	Additional fees see fees list

For further information please refer to our Service Care Level description which can be found on our website.

(ii) Escalate all Incidents not resolved in accordance with the target response time to Manx Telecom Management.

5. SERVICE CREDITS

5.1 Manx Telecom will use reasonable efforts to meet the Service Levels.

5.2 A Site will be unavailable if it cannot exchange data with another Site, except if the circumstances giving rise to the unavailability arise out of, or in connection with, any of the following:

(a) an Excluded Event; or

(b) a failure at the other Site or CE Router (unless the CE Router is managed by Manx Telecom)

5.3 If a Customer Site is not meeting the Service Levels, but is capable of exchanging data with another Customer Site, then that Customer Site will be deemed available.

5.4 The period of unavailability of any Site will be measured from the time the Customer reports the unavailability to Manx Telecom, in accordance with the Incident Reporting Procedure, and will end at the time when Manx Telecom advises the Customer that the Service is again available at that Site. The Customer will be deemed to have been informed of availability if Manx Telecom has unsuccessfully tried to contact the Customer.

5.5 If Manx Telecom's delivery of any of the Services fails to meet one of the Service Levels, then the Customer could be entitled (subject to the provisions of Paragraph 5.6) to claim the following Service Credits:

(a) Site Availability

Single Access Site Availability per Calendar month	**Service Credit (percentage of monthly recurring Fees for the relevant Site)**
99.7% to 99.4%	25%
Less than 99.4%	50%

Dual Access Site Availability per Calendar month	**Service Credit (percentage of monthly recurring Fees for the relevant Site)**
99.9% to 99.7%	25%
Less than 99.7%	50%

(b) Packet Loss

Class of Service	**Average Monthly Packet Loss**	**Service Credit (percentage of monthly recurring Fees for both Sites)**
Premium	0.04 -0.06%	10%
	>0.06%	25%
Enhanced or Standard	0.06 -0.08%	10%
	>0.08%	25%

(c) Jitter service levels

If the actual Jitter exceeds the Jitter service levels by 20%, then the Customer will be entitled to claim a Service Credit of 50% of the monthly recurring Fees for the Site in relation to which such Jitter measured were made.

5.6 Service Credit Review Procedure

(a) the Customer shall be entitled to the Service Credits referred to in this Services Description only if each of the following occurs:
   (i) Manx Telecom (acting reasonably) confirms in writing that such Service Credits are payable following a formal investigation of the Incident; and
   (ii) the Customer has requested each Service Credit in writing from Manx Telecom within thirty (30) days of the end of the Relevant Measurement Period in relation to which the Service Credit is being claimed,

(b) the Customer shall not be entitled to the Service Credits referred to in this Services Description if any of the following have occurred or have been deemed to have occurred by Manx Telecom:

   (i) the failure of the Service to meet a specific Service Level was caused by the actions or omissions of the Customer's employees or agents or representatives;

(ii) the total Service Credit Rebates in one Relevant Measurement Period exceed the total Recurring Fees relevant to a particular Service paid by the Customer in that Relevant Measurement Period for the relevant Site in relation to which the Service Credit is being claimed;

(iii) Manx Telecom temporarily suspends the delivery of any element of the Services because Manx Telecom reasonably believes it is necessary to do so for reasons of health, safety or the quality of any telecommunications services provided by Manx Telecom to the Customer or any other Manx Telecom Customer;

(iv) planned outages of and scheduled maintenance in accordance with Paragraph 7, failures in any end-to-end service out-with the portion of the Backbone used by the Customer, DDoS Attacks, and any other Excluded Event or other event agreed in writing between the Parties;

(v) any unavailability, incompatibility, delay in installation or other impairment of the Services that is caused by or results from the acts or omissions of the Customer, the Customer's suppliers (such as a local access service provider), any Associated Company of the Customer, or any agent, employee, subcontractor, or User;

(vi) Incidents that occur due to the negligence of the Customer or any of its Associated Companies, or any agent, employee, subcontractor, or Users or an event of force majeure as described in the Terms & Conditions;

(vii) No Service Levels will apply nor will any Service Credits be available if a Site is connected to the Backbone via a DSL Link;

(viii) Service Credits in respect of the Performance Service Levels will only be available if both of the source and destination Sites are located in one of the Core Regions;

(ix) the Customer's actual bandwidth utilisation exceeds two times the then current CDR; and

(x) if, for the avoidance of doubt, Manx Telecom fails to meet the Incident Management Services Targets in relation to its delivery of the Incident Management Services.

5.7 Service Credit Award Procedure

For each Service Credit claim received by Manx Telecom from the Customer that Manx Telecom accepts (in accordance with the Service Credit Review Procedure) the value of such claim shall be credited to the Customer invoice for the next Relevant Measurement Period.

6. MAINTENANCE

6.1 Manx Telecom will notify the Customer of either planned or emergency maintenance that will impact upon the Services by sending an email to the email address that the Customer provided on the Services Order Form, and will provide a description of the work taking place and its potential impact on the Services.

6.2 The Customer will be provided a minimum of seven (7) days notice of any planned maintenance and service restoration will occur within 30-60 minutes of the maintenance work commencing.

6.3 In case of emergency maintenance which will impact on the Services, Manx Telecom will notify the Customer as soon as is reasonably possible after it has become aware that such emergency maintenance is necessary.

7. TERMINATION BY NOTICE

7.1 At any time after the expiry of the Minimum Period, the Services Order Form can be terminated by the Customer by giving Manx Telecom twenty eight (28) days written notice.

7.2 If the Customer terminates the Services Order Form and this Services Description during the Minimum Period, then the Customer must pay Manx Telecom all relevant Early Cancellation Fees.

7.3 The Services Order Form and/or this Services Description can be terminated by Manx Telecom at any time by giving the Customer ninety (90) days written notice.