

## SERVICES DESCRIPTION – PRIVATE CIRCUIT SERVICES

### 1. INTERPRETATION & ADDITIONAL DEFINITIONS

- 1.1 Unless the context otherwise requires, terms and phrases defined in the General Terms & Conditions and the Services Order Form and the Fees List 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 same meanings when used in each of the General Terms & Conditions and the Services Order Form:

**“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;

**“Connecting Point”** means a block terminal, a socket for a removable plug, a distribution frame, or any other device, supplied, installed and maintained by MT in the Customer's premises to facilitate the connection of Customer Equipment or Service Equipment to any MT service;

**“Early Cancellation Fee”** means all costs that MT 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 MT will have entered into agreements in order to enable MT to provide the Services to the Customer unless or until MT 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;

**“Excluded Event”** includes:

- a planned, temporary interruption in the availability of any element of the Services to enable MT 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
- the failure by any Third Party Telecommunications Suppliers to provide any services to MT.

**“General Terms & Conditions”** means MT’s general terms and conditions that together with the Services Order Form (including this Services Description) provide the terms and conditions upon which MT will provide the Services to the Customer;



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

**“Incident Management”** means MT’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 600151, which is the dedicated fault reporting telephone number for the Customer;

**“Incident Reporting Procedure”** means the provision by the Customer to MT 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;

**“Licence”** means any licence (including that licence as from time to time amended) granted or having effect as if granted under the Telecommunications Act 1984 (of Tynwald), or any replacement or re-enactment of any of them, or any similar licence;

**“MT's Licensed Area”** means the Isle of Man;

**“Private Circuit Failure”** means any failure of the Private Circuit Services causing continuous loss of the ability for data to be sent over the Private Circuit Service, other than as a result of MT's suspension of such services under any provision of this Services Description and/or the Framework Agreement;

**“Private Circuit Services”** means a terrestrial telecommunication service, (other than by means of one of MT's public switched telecommunication systems) provided between two specified points one of which is within MT’s Licensed Area;

**“Recurring Fees”** means the recurring fees for each Private Circuit Service as provided in more detail in Section 4 of the relevant Services Order Form

**“Relevant Measurement Period”** means per annum as defined within Paragraph 8.6 of this Services Description;

**“Service Credit”** means the percentage as shown within the table at Paragraph 8.5 a) of this Services Description, applied to the portion of annual Recurring Fees within MT’s Licensed Area plus any available credits received from Third Party Telecommunications Supplier’s for that portion of the Private Circuit Services outside of MT’s Licensed Area.

**“Service Levels”** means the Service Levels provided in Paragraphs 7.1 and 7.2;

**“Services”** means each of the Private Circuit Services listed in Section 2 of the Services Order Form;

“SLA” means the Service Level Agreement as provided in more detail in Paragraphs 6 to 9 of this Services Description;

## 2. PRIVATE CIRCUIT SERVICES OVERVIEW

- 2.1 Private Circuit Services are available in either ethernet or leased line format, connecting either two end points on the Isle of Man, or additionally in the case of leased line services one end point on the Isle of Man and the other outside MT’s Licensed Area.
- 2.2 MT may provide resilience options for the Customer. There are three options available for the Customer to purchase:
- (a) a secondary Private Circuit Service
  - (b) diversity on a secondary Private Circuit Service
  - (c) separacy on a secondary Private Circuit Service

## 3. ADDITIONAL SERVICES INFORMATION

- 3.1 If the Services connect a point within MT's Licensed Area to a point outside MT’s Licensed Area, then:
- (a) the provision of the Services and any associated Service Levels and Service Credits apply only to that part of the Services within MT's Licensed Area;
  - (b) MT is not responsible in any way for any other part of the Services delivered outside of MT's Licensed Area;
  - (c) MT may terminate or suspend the Services immediately if the provision of any such other part of the Services is terminated or suspended by a third party telecommunications service provider; and
  - (d) the Customer is responsible for making an application to the third party telecommunications service provider outside MT’s Licensed Area, as the case may be and for compliance with the terms and conditions and payment of all fees arising in relation thereto.

## 4. ADDITIONAL CUSTOMER SPECIFIC RESPONSIBILITES

- 4.1 The Customer must provide at the Customer’s expense a suitable mains electricity supply at points and with the connections specified by MT, to enable MT to provide the Service.
- 4.2 Any Customer Equipment to be connected for use with the Service will be connected by means of Connecting Points except where MT otherwise permits for operational reasons. The Equipment must not be used with a Service except in accordance with MT’s appropriate Service Description terms for the Attachment of Customer’s Equipment to MT’s Telecommunications Systems detailed within Attachment One to this Services Description . In addition, the Customer must not allow any other person to do any of the things forbidden by this Paragraph 4.2.

## 5. MT’s RESERVED RIGHTS & ADDITIONAL FEES

- 5.1 If the Customer applies for a Connecting Point to be moved to another position within the Customer’s premises, then MT reserves the right to either:



- (a) require the Customer to terminate the Services to the existing Connecting Point and to submit a new Services Order Form involving the new Connecting Point; or
  - (b) accept the Customer's application, and move the Connecting Point at the Customer's expense, calculated at MT's applicable hourly rate.
- 5.2 If the Customer cancels an application to move the Connecting Point prior to the work being completed by MT, then MT reserves the right to require the Customer to pay an additional fee.
- 5.3 The aggregate amounts of applicable fees for all calls of any class or combination of classes may be included as a single item in the Customer's invoice.

## 6. SERVICE LEVEL AGREEMENT

### INCIDENT MANAGEMENT

- 6.1 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) MT 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**").
- 6.2 Once an Incident report has been made in accordance with Paragraph 6.1, then MT will:
- (a) perform initial diagnostics tests to determine the likely cause of the Incident, and will 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.
- 6.3 During the period of time that an Incident remains unresolved, the Service Centre will provide initial and subsequent status updates to the Customer.
- 6.4 Once an Incident has been resolved, MT will inform the Customer.
- 6.5 Provided that there is no significant effect on the Services, MT reserves the right to make any changes to the terms of this Paragraph 6 and the Incident Reporting Procedure referred to therein.

## 7. SERVICE LEVELS AND SERVICE TARGETS

### 7.1 Service Levels



- (a) The Availability specified in this Paragraph 7.1(a) applies only to those Private Circuit Services located in MT's licensed Area.

The Private Circuit Services Availability per annum will be 99.7%.

## 7.2 Incident Management Service Targets

- (a) MT 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, MT will endeavour to:
- (i) Respond to each Incident Report in accordance with the following target response times relevant to the priority classification of each Incident (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 6.1):

<b>Target Response Times</b>	<b>(Minutes)</b>
<b>Incident Acknowledgment</b>	
Electronic fault ticket issued	5
Response initiated	5
<b>Incident Investigation</b>	
Engineer commences investigation into Incident or fault ticket	15
<b>Frequency of status updates</b>	
Initial	30
Subsequent (repeating intervals of)	60

- (ii) Escalate all Incidents not resolved in accordance with the target response time to MT management.

## 8. Service Credits

8.1 MT will use reasonable efforts to meet the Service Levels.

8.2 A Private Circuit Service will be deemed unavailable if it cannot exchange data, 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 outside MT's License Area.

8.3 If the Private Circuit Service is capable of exchanging data end to end, then the Private Circuit Service will be deemed available.

- 8.4 The period of unavailability of any circuit will be measured from the time the Customer reports the unavailability to MT, in accordance with the Incident Reporting Procedure, and will end at the time when MT advises the Customer that the Service is again available for that circuit. The Customer will be deemed to have been informed of availability if MT has unsuccessfully tried to contact the Customer.
- 8.5 If MT'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 8.6) to claim the following Service Credits:

(a) Private Circuit Services Availability

Availability per annum per Private Circuit Service	Service Credit percentage
99.7% to 99.4%	25%
Less than 99.4%	50%

8.6 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) MT (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 MT 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 MT:
- (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 six months annual rental in any one year;
  - (iii) MT temporarily suspends the delivery of any element of the Services because MT reasonably believes it is necessary to do so for reasons of health, safety or the quality of any telecommunications services provided by MT to the Customer or any other MT customer;
  - (iv) planned outages of and scheduled maintenance in accordance with Paragraph 9, failures in any end-to-end service out-with the portion of the Private Circuit used by the Customer, 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 General Terms & Conditions; and
- (vii) if, for the avoidance of doubt, MT fails to meet the Incident Management Services Targets in relation to its delivery of the Incident Management Services.

## 8.7 Service Credit Award Procedure

For each Service Credit claim received by MT from the Customer that MT 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.

## 9. MAINTENANCE

- 9.1 MT 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.
- 9.2 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.
- 9.3 In case of emergency maintenance which will impact on the Services, MT will notify the Customer as soon as is reasonably possible after it has become aware that such emergency maintenance is necessary.

## 10. TERMINATION BY NOTICE

- 10.1 At any time after the expiry of the Minimum Period, the Services Order Form can be terminated by the Customer by giving MT twenty eight (28) days written notice.
- 10.2 If the Customer terminates the Services Order Form and this Services Description during the Minimum Period, then the Customer must pay MT all relevant Early Cancellation Fees.
- 10.3 The Services Order Form and/or this Services Description can be terminated by MT at any time by giving the Customer ninety (90) days written notice.

## 11. NON COMPETE

Clause 32.3 of the General Terms & Conditions shall not apply to the provision of these Private Circuit Services.



**ATTACHMENT ONE**  
**SERVICE DESCRIPTION**

**ATTACHMENT OF CUSTOMER'S EQUIPMENT TO MT'S  
TELECOMMUNICATIONS SYSTEMS**

**1. INTERPRETATION & ADDITIONAL DEFINITIONS**

- 1.1 Unless the context otherwise requires, terms and phrases defined in the General Terms & Conditions and the Services Order Form and the Fees List 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 same meanings when used in each of the General Terms & Conditions and the Services Order Form:

**“Applications”** means a written application to MT for the connection, disconnection, maintenance or testing of any Customer Equipment and/or the inspection of any Customer Equipment to ensure that it (or the system in which it is or is to be comprised) is authorised to be connected to any MT services or Service Equipment, which authorisation shall be made in writing only by MT;

**“Connecting Point”** means a block terminal, a socket for a removable plug, a distribution frame, or any other device, supplied, installed and maintained by MT in the Customer's premises to facilitate the connection of Customer Equipment or Service Equipment to any MT service;

**2. ADDITIONAL INFORMATION – SERVICES**

For the avoidance of doubt, the Attachment of Customer's Equipment to MT's Telecommunications Systems shall mean the inspection and/or testing of any Customer Equipment by MT prior to the attachment of such Customer Equipment to MT's telecommunication systems or any MT services following the receipt of an Application from the Customer to ensure that such Customer Equipment complies with the requirements of this Services Description and all from time-to-time applicable legislation.

**3. APPROVAL**

The Customer hereby agrees and undertakes that, prior to connecting any Customer Equipment to any MT service or to any Service Equipment, the Customer shall ensure that all such Customer Equipment has been approved for connection thereto by MT by means of any necessary equipment inspection/testing Services, and the Customer shall observe at all times the terms of this Services Description and any specific conditions imposed by MT in its sole discretion.

**4. COMPLIANCE**



Except to the extent that MT may have agreed otherwise in writing, the Customer and all Customer Equipment shall comply with the Class Licence for the Running of Branch Telecommunication Systems granted by the Isle of Man Government's Communications Commission under Section 5 of the Telecommunications Act 1984 or with any other licence granted under such Act, as applicable from time to time.

## 5. DISCONNECTION

5.1 The Customer undertakes to immediately disconnect (or where applicable, immediately apply to MT for the disconnection of) the Customer Equipment if:

- (a) such Customer Equipment does not or ceases to conform to the applicable standards or regulations or legislation if any) for time to time in force; or
- (b) MT notifies the Customer that, in the opinion of MT, the Customer Equipment is liable, (whether or not it continues to conform to the applicable standards or regulations or legislation):-
  - (i) to cause the death of, or personal injury to, any person engaged in running any MT services or Service Equipment or damage to the property of MT; or
  - (ii) materially to impair the quality of service provided by any MT services (and the Telecommunication Commission has not expressed a contrary opinion).

5.2 MT may, on becoming aware of the circumstances in Paragraph 5.1 above, disconnect the Customer Equipment, charge the Customer for doing so and suspend any services being provided to the Customer.

5.3 The Customer shall not reconnect, or apply for the reconnection of, the Customer Equipment (and MT will not be obligated to re-commence the supply of any services to the Customer) until the reasons for the disconnection of such Customer Equipment have been lawfully remedied at the Customer's expense.

## 6. CONNECTING POINTS

No Connecting Point or ancillary wiring fitted by MT for the purpose of connecting Customer Equipment to any MT services or to any Service Equipment shall be used for the connection of Customer Equipment of a type or in a manner other than that specified in MT's approval of the Customer Equipment.

## 7. PERFORMANCE

For the avoidance of doubt, MT accepts no responsibility for the performance of any Customer Equipment, nor for the effects of errors or failures which may occur during the operation of such Customer Equipment that are caused by any failure of or defect in any such Customer Equipment.

