



BUSINESS CONTINUITY SERVICES DESCRIPTION

1. Priority and Defined Terms

The priority of this Business Continuity Services Description is provided in the General Terms & Conditions and all capitalised terms utilised herein but not defined herein shall have the definitions provided in the General Terms & Conditions.

2. Term and Minimum Period

- 2.1 MT shall make the Business Continuity Services available to the Customer from the Service Commencement Date for a period of three years and for additional periods of 12 months thereafter until the Business Continuity Services Order Form is terminated in accordance with the General Terms & Conditions (together the **Term**).
- 2.2 The Customer acknowledges and accepts that MT has calculated the Fees for the provision of the Business Continuity Services on the basis that the Customer will require the Business Continuity Services for a minimum term of one year (the **Minimum Term**).
- 2.3 If the Customer wishes to terminate the Business Continuity Services Order Form prior to the expiry of the Minimum Term, then the Customer shall be required to pay such Fees and Cancellation Fee in accordance with clause 26 of the General Terms & Conditions.

3. Services

- 3.1 Throughout the Term, MT shall use its reasonable endeavours to make the Business Continuity Services available to the Customer with the reasonable skill and care of a competent telecommunications service provider in accordance with the provisions of this Business Continuity Services Description.
- 3.2 If any changes are proposed to the Business Continuity Services, then the Parties shall comply with the Change Management Procedure with respect to such changes.

4. Invocation

- 4.1 If the Customer suffers a Disaster and completes a Valid Invocation, then MT shall commence provision of the Business Continuity Services, in accordance with the terms of the Invocation and the Disaster Recovery Plan.
- 4.2 Unless a contrary provision is contained in the Disaster Recovery Plan, then following a Valid Invocation, MT shall use its best endeavours to:
 - (a) switch or map the Customer's voice and data circuits (where applicable) in accordance with the Disaster Recovery Plan prior to the expiry of the BCC Telephone Access Time; and/or
 - (b) permit the Customer's IT specialists and engineers access to the BCC that is supervised at all times by MT engineers in order to start configuring and testing the Business Continuity Service prior to the expiry of the BCC Engineer Access Time; and/or
 - (c) enable the Customer's staff to access the BCC and utilise the Business Continuity Service in accordance with the Disaster Recovery Plan prior to the expiry of the BCC Customer's Staff Access Time.
- 4.3 If the Customer Invokes the Business Continuity Service and De-Activates the Business Continuity Service and vacates the BCC (in accordance with the terms of this Business Continuity Services Description) within 10 business days of Invocation, then the Customer shall become liable to pay to MT the Invocation Initiation Fee, but not the Daily Invocation Charge.
- 4.4 If the Customer Invokes the Business Continuity Service but does not De-Activate the Business Continuity Service and vacate the BCC (in accordance with the terms of this Business Continuity Services Description) within 10 business days of Invocation, then the Customer shall become liable to pay to MT:



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- (a) the Invocation Initiation Fee; and
 - (b) the Daily Invocation Charge until the occurrence of the latter of the Business Continuity Service being De-Activated or the BCC being vacated by the Customer.
- 4.5 If the Customer Invokes the Business Continuity Service within 30 days of a previous Invocation, then MT reserves the right to require the Customer to pay to MT the Invocation Initiation Fee and the Daily Invocation Charge from the date of the Invocation.
- 4.6 If the Customer does not De-activate the Business Continuity Service and vacate the BCC prior to the expiry of the Recovery Period or any extensions to which the Parties have consented in writing, then MT, acting reasonably, shall be entitled to, after giving the Customer five business days notice, terminate the Business Continuity Services.
- 4.7 Throughout the Recovery Period the Customer shall be entitled to access and use the BCC Customer Facilities in accordance with the terms of this Business Continuity Services Description and each of the other Agreements (to the extent relevant).
- 4.8 Thereafter, upon notification to MT of its wish to do so and upon the Customer giving MT an estimate of the extension period required, the Customer may continue to use the BCC Customer Facilities with the prior written consent of MT and on payment of the Extension Period Fee.

5. BCC Work Units

- 5.1 If the Customer requires its BCC Work Units to be dedicated for its use, then the Customer should specify on the Business Continuity Services Order Form that it requires **Dedicated BCC Work Units**.
- 5.2 If the Customer does not require Dedicated BCC Work Units and is prepared to accept that it will not be entitled to access any BCC Work Units if all BCC Work Units are occupied at the time of its Invocation, then the Customer should specify on the Business Continuity Services Order Form that it requires **Shared BCC Work Units**.
- 5.3 If the Customer does not require Dedicated BCC Work Units or Shared BCC Work Units and is prepared to accept that:
- (a) it will not be entitled to access any BCC Work Units if all BCC Work Units are occupied at the time of its Invocation; and
 - (b) it will be required to vacate any BCC Work Units that it is occupying if another customer of MT Invokes that is entitled to occupy BCC Work Units as Dedicated BCC Work Units or as Shared BCC Work Units,
- then the Customer should specify on the Business Continuity Services Order Form that it requires **Unreserved BCC Work Units**.
- 5.4 The Customer understands and accepts that MT shall be entitled:
- (a) to classify each of the BCC Work Units as either a Dedicated BCC Work Unit or a Shared BCC Work Unit as it deems appropriate from time to time;
 - (b) in relation to each of the BCC Work Units that has been classified as a Dedicated BCC Work Unit, contract to provide such BCC Work Unit to one customer only on a basis that is equivalent to a Dedicated BCC Work Unit;
 - (c) in relation to each of the BCC Work Units that has been classified as a Shared BCC Work Unit contract to provide such BCC Work Unit to up to four customers on a basis that is equivalent to a Shared BCC Work Unit (each a **Shared BCC Work Unit Customer**) provided that the customer sites for the Shared BCC Work Unit Customers that are contracted to use a particular BCC Work Unit shall not be located in the same Isle of Man Post Code; and
 - (d) to contract to provide each BCC Work Unit to an unlimited number of its customers on a basis that is equivalent to a Unreserved BCC Work Unit.
- 5.5 The Customer can specify on the Business Continuity Services Order Form that it requires a mixture of Dedicated, Shared and Unreserved BCC Work Units.



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- 5.6 Following Invocation the Customer:
- (a) shall be guaranteed access to each Dedicated BCC Work Unit to which it is entitled at the time of Invocation and throughout the Recovery Period; and
 - (b) shall be granted access to each Shared BCC Work Unit to which it is entitled at the time of Invocation and throughout the Recovery Period if unoccupied Shared BCC Work Units are available at the time of Invocation; and
 - (c) shall be granted access to each Unreserved BCC Work Unit to which it is entitled at the time of Invocation if unoccupied BCC Work Units are available at the time of Invocation; and
 - (d) shall be required to vacate any BCC Work Unit that it is occupying as an Unreserved BCC Work Unit in accordance with the provisions of paragraph 5.7 of this Business Continuity Services Description, if another customer that is entitled to occupy any BCC Work Unit on a basis equivalent to a Dedicated Work Unit or a Shared BCC Work Unit.
- 5.7 If the Customer has Invoked the Business Continuity Service and is occupying BCC Work Units and another customer invokes its access to the BCC that is entitled to occupy the BCC Work Units as Dedicated BCC Work Units or Shared Work Units (or equivalent), then, upon being instructed to do so by MT, the Customer shall vacate each BCC Work unit that it is occupying as an Unreserved BCC Work Unit within four hours of being instructed to do so by MT.
- 5.8 The Customer shall not be required to vacate any BCC Work Unit that it is occupying as an Unreserved BCC Work Unit for another customer if that customer is only permitted to occupy a BCC Work Unit as an Unreserved BCC Work Unit or the equivalent.

6. Testing

- 6.1 Unless specified otherwise on the Business Continuity Services Order Form, the Customer shall be entitled to one System Test during each year of the Term.
- 6.2 Each System Test shall be carried out so that MT do not need to provide any form of technical support outside of Core Time.
- 6.3 If the Customer requests System Tests to be carried out so that MT is required to provide technical support during Non-Core Time, then, subject to MT's written agreement, the Customer shall be required to pay an additional fee, which shall be agreed in advance with the Customer.
- 6.4 The Customer shall give MT not less than 30 days prior written notice of the Customer's requirement for a System Test which shall be carried out during the periods that MT has set aside for System Testing.
- 6.5 The Customer may request additional System Tests and such additional System Testing will be charged at the rate provided on the Business Continuity Services Order Form.
- 6.6 The Parties will agree test objectives and approvals criteria prior to the commencement of each System Test. If such test objectives and approvals cannot be agreed, then the System Testing shall not commence.
- 6.7 In the event that both Parties (acting reasonably) agree that a System Test fails to meet the agreed test objectives and approvals criteria, then each Party shall use its reasonable endeavours to resolve all commercially reasonable issues and to reschedule and repeat the failed tests.
- 6.8 The Customer shall be responsible for ensuring that:
- (a) each system test does not exceed 96 consecutive hours from commencement until completion. Any additional time required for testing in excess of this limit will be made available in accordance with the rates on the Business Continuity Services Order Form or the Change Management Procedure; and
 - (b) at least one System Test is performed during each year of the Term.
- 6.9 Requests to undertake planned System Tests should be made through the MT Business Continuity Manager.



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6.10 Scheduled System Tests may be cancelled and / or re-scheduled by MT without notice if any other customer invokes or is, in MT's view likely to invoke, its business continuity service at or around the time of the scheduled test.

7. Pre-Commencement Installation

7.1 MT will complete a Disaster Recovery Review of the Customer's Site and the Customer's business operations.

7.2 If MT deems that the Disaster Recovery Review will take more than 10 hours, then MT shall notify the Customer in writing as to the number of hours that it has estimated that the Disaster Recovery Review will require and will be entitled to charge for the Additional Disaster Recovery Review Advice

7.3 The Customer shall be solely responsible at its own cost for specifying, supplying, delivering to the Data Centre, installing, configuring and testing all Customer Equipment and providing all associated information that the MT may reasonably require (the **Pre-Commencement Installation**).

7.4 If MT is required to provide any assistance or advice in relation to the Pre-Commencement Installation, then MT shall be entitled to charge the Customer at the Technical Assistance Consultancy Rates for the provision of such advice.

7.5 The Customer's access to any Customer Equipment shall be in accordance with the relevant provisions of the Data Centre Services Description.

7.6 The Customer acknowledges and accepts that MT does not have any facilities in the BCC or the Data Centre to store Customer Equipment and if the Customer requires MT to store Customer Equipment at the BCC, then MT shall be entitled to charge fees for such storage services the rate provided on the Business Continuity Services Order Form.

8. Customer's Obligations

8.1 The Customer shall be solely responsible for ensuring that:

- (a) it complies with each of its obligations contained in this Business Continuity Services Description and each of the other Agreements (including, but not limited to the Data Centre Services Description and the Private Circuit Services Description);
- (b) each invoice regarding the Business Continuity Services that is issued by MT to the Customer is paid in accordance with the Payment Terms;
- (c) the Disaster Recovery Plan is updated as soon as possible in order to reflect any relevant changes to the Customer Software, the Customer Data, the business or the operations of the Customer;
- (d) the MT Business Continuity Manager is notified in writing of any changes to:
 - (i) the Disaster Recovery Plan;
 - (ii) the Customer Software; or
 - (iii) the Customer Data; or
 - (iv) the Customer's business operations; or
 - (v) any Customer Site; or
 - (vi) the Customer Equipment; or
 - (vii) any other information that could have an impact on the Invocation of the Business Continuity Services;
- (e) any Customer Software and Customer Data supplied by the Customer or any third party on behalf of the Customer are correct and appropriate to the Customer's requirements and are in a form suitable for use on the Customer Equipment and by MT in the provision of the Business Continuity Services;



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- (f) the Customer has the licence right or other equivalent authority to copy the Customer Software and Customer Data for use on the Customer Equipment and on the BCC Facilities and by MT in the provision of the Business Continuity Services;
- (g) neither the Data Centre nor the BCC nor any MT equipment that is located therein are exposed to undue risk;
- (h) all personal data has been removed from all equipment made available to MT by the Customer in connection with the Business Continuity Services;
- (i) the Customer Equipment is and shall be maintained at all times by qualified engineers and fully insured by the Customer;
- (j) its employees, staff, contractors or agents act in compliance with the provisions of all Agreements, MT regulations, practices and procedures;
- (k) the list of its authorised personnel, contact numbers and any changes in passwords are kept up-to-date; and
- (l) its employees, staff and contractors implement relevant procedures and practices in order to maintain the confidentiality of the Customer's commercially sensitive information following Invocation or during any other time that the Customer is using the BCC Facilities, including, but not limited to, during System Testing.

8.2 The Customer shall:

- (a) not repair nor maintain nor make any modifications to the BCC Facilities or attempt to do so nor request permit or authorise anyone other than MT without MT's prior consent in writing;
- (b) operate the BCC Customer Facilities in a proper and prudent manner and ensure that only competent trained employees are allowed to operate it;
- (c) ensure that the external surfaces of the BCC Facilities are kept clean and in the same condition in which it is made available to the Customer (fair wear and tear excepted);
- (d) allow MT access to the BCC Facilities whenever reasonably required;
- (e) make available to MT operating and technical manuals for the Customer Software and such other information as may be necessary and make available to MT free of charge all facilities and services reasonably required by MT including the services of the Customer's personnel and contractors to enable MT to perform its obligations under the Agreements;
- (f) not sell assign sub-let pledge or part with possession or control of or otherwise deal with any of the BCC Facilities or any interest therein nor purport to do any such things nor create or allow to be created any mortgage charge lien or other encumbrance on the BCC Facilities;
- (g) not change, remove or obscure any labels plates or other markings, which are on the BCC Facilities; and
- (h) not allow any part of the BCC Facilities to become subject to distress execution or any other legal process.

8.3 During the Recovery Period and during System Testing and at any other time that the Customer has access to the BCC or the Data Centre, the Customer shall keep the BCC Facilities and the Data Centre in the same state of repair and condition as it was in at the commencement of the Recovery Period and System Testing (fair wear and tear excepted);

8.4 If the Customer does not comply with the Invocation Procedure or any other obligation contained herein or in any other Agreement, then the Customer shall indemnify MT against any costs or liabilities that MT may incur as a result of the Customer's action or omissions.

8.5 Any consumables, which are supplied by MT at the request of the Customer, shall be paid for by the Customer at the Consumable Rate.

9 MT's Obligations

9.1 MT shall:



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- (a) provide the Business Continuity Services once the Customer has suffered a Disaster and performed a Valid Invocation; and
 - (b) maintain the BCC Facilities and keep the Business Continuity Centre in good working order.
- 9.2 MT warrants and undertakes to the Customer that the BCC Facilities is and shall be maintained at all times by qualified engineers.
- 9.3 MT shall use all reasonable skill and care to ensure that the Customer Equipment is not exposed to undue risk. In the event of loss or damage to the Customer Equipment or the Customer's property caused by the negligent act, default or omission of MT employees, sub-contractors or agents, MT shall at its own expense either:
- (a) restore as soon as reasonably possible and in so far as technically possible such equipment or property to the condition it was in immediately before such damage; or
 - (b) at its own election replace such equipment or property as the case may be.
- 9.4 If the Customer wishes to Invoke and use the BCC at the same time that another customer of MT is already using the BCC, then MT shall be required to use its reasonable endeavours to accommodate the Customer's requirements in accordance with MT's contractual obligations to the Customer, as provided in this Business Continuity Services Description.

10. BCC Facilities

- 10.1 MT may with the agreement of the Customer, which agreement shall not be unreasonably withheld, add to or substitute any BCC Facilities with other fully compatible equipment or equipment of equal specification on giving 30 days written notice to the Customer.
- 10.2 MT is entitled to exclusive possession and control of the whole of the BCC (including but not limited to the BCC Facilities) and may enter the BCC at all times and for all purposes subject to consideration of the Customer's use of the BCC.
- 10.3 The Customer shall not in any way impede MT or its agents or employees in the exercise of its rights of possession and control of the BCC and every part thereof. Whenever reasonably practicable MT shall provide the Customer with reasonable notice where it requires access to the Customer's Dedicated Space and/or the BCC Facilities.
- 10.4 Upon termination of the Business Continuity Services Order Form for any reason the Customer shall:
- (a) forthwith cease to use the Business Continuity Services;
 - (b) remove any Customer Equipment from the BCC and/or the Data Centre; and
 - (c) leave the BCC and/or the Data Centre in good repair (allowing for fair wear and tear) and free from rubbish.
- 10.5 The Customer shall be liable for the cost of repair or replacement caused by or on behalf of the Customer to the BCC and/or the Data Centre or any property therein during the removal of the Customer Equipment and any networking equipment and any software from the BCC and/or the Data Centre.
- 10.6 If the Customer fails to remove its Customer Equipment or any other of its equipment from the BCC and/or Data Centre within 30 days of the termination of the Business Continuity Services Order Form, then the MT shall be entitled to, at the cost of the Customer, remove all Customer Equipment and transport it, at the cost of the Customer, to the Customer Site and the Customer hereby waives all claims that it may have against the MT or its contractors in relation to the removal or transportation of such Customer Equipment.
- 10.7 Where required in order to provide operational and maintenance support, MT may suspend the Business Continuity Services, but shall use all reasonable efforts to minimise any disruption and shall in relation to any planned, maintenance suspension of the Business Continuity Services, agree such suspension with the Customer in advance with as much notice as is practicable in the circumstances.



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10.8 For the avoidance of doubt, MT shall not have any liability for any loss that the Customer may suffer as a result of the Customer failing to comply with its obligations provided hereunder including, but not limited to, the Customer's obligations in relation to its commercially sensitive information.

11. Definitions

11.1 In addition to Paragraph 1, the terms and phrases provided below will have the meanings provided herein:

Business Continuity Manager shall have the meaning provided in Schedule 2 to this Business Continuity Services Description;

BCC or Business Continuity Centre means Green Hill Communications Centre, Isle of Man Business Park, Cooil Road, Braddan IM2 2QZ;

BCC Access Times means each of the BCC Customer's Staff Access Time, the BCC Telephone Access Time and the BCC Engineer Access Time;

BCC Customer Staff Access Time means the four hours immediately following a Valid Invocation;

BCC Engineer Access Time means the two (2) hours immediately following a Valid Invocation;

BCC Customer Facilities means the BCC Facilities that the Customer has requested on the Business Continuity Services Order Form and, if appropriate, for which the Customer has paid all applicable Fees in advance or in accordance with any invoice issued by MT

BCC Facilities means the facilities at the BCC that are available for the Customer's use that are provided in more detailed in Schedule 1 to this Business Continuity Services Description;

BCC Telephone Redirection Access Time: means the hour immediately following a Valid Invocation;

BCC Work Units has the meaning provided in Schedule 1 to this Business Continuity Services Description;

Business Continuity Services means the services specified on the Business Continuity Services Order Form;

Consumable Rate means the rate charged by MT to the Customer for consumable items used in the provision of the service as specified on the Business Continuity Services Order Form;

Core Time means any time between the hours of 9.00 and 17.30 hours on a business day and **Non-Core Time** shall mean any time that is not Core Time;

Customer Data means the software that is to be loaded on to the servers in the Data Centre so that it can be accessed from the BCC following a Disaster in accordance with the Disaster Recovery Plan;

Customer Equipment means any equipment that is supplied by the Customer and that is to be located in the Data Centre, if any;

Customer Site(s) means the location or locations on the Isle of Man specified as the Customer Site(s) in Business Continuity Centre Services Order Form;

Customer Software means the software that is used by the Customer that is to be loaded on to the servers in the Data Centre so that it can be accessed from the BCC following a Disaster in accordance with the Disaster Recovery Plan;

Data Centre shall have the meaning provided in Appendix V to this Business Continuity Centre Services Description from where the Data Centre Services shall be provided by MT to the Customer;

Data Centre Services shall have the meaning provided on the Business Continuity Centre Services Order Form and in the Data Centre Services Description;

Dedicated BCC Work Unit shall have the meaning provided in paragraph 5 of the Business Continuity Centre Services Description;



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Disaster means the loss of use by the Customer of key equipment at a Customer Site and/or loss of use of or access to the Customer Site(s) resulting in an interruption in the processing of Customer Software and Customer Data for a reasonably anticipated continuous period of at least 24 hours.

Disaster Recovery Plan means the Customer's from time to time business recovery plan which shall detail the Business Continuity Centre Services that the Customer requires following a Valid Invocation, which shall include but not be limited to:

- specifying the telephone numbers that serve the Customer Site that are to be transferred upon Invocation and the mapping of BCC Work Units to such Customer telephone numbers; and
- the frequency with which Customer Data and modifications to the Customer Software is to be transferred from the Customer Site(s) to the BCC Facilities and/or the Data Centre, as the case may be;

Disaster Recovery Review means the disaster recovery review that is described in more detail on the Business Continuity Services Order Form;

General Terms & Conditions means MT's general terms and conditions as may be amended by MT from time to time;

Invocation & Invoke means the Customer notification to MT that it has suffered a Disaster;

Invocation Procedure means the Invocation Procedure specified in Schedule 2 to this Business Continuity Centre Services Description;

Invoicing Terms means that MT shall be entitled to issue invoices for the Fees quarterly in advance;

NOC means MT's Network Operations Centre

Parties means MT and the Customer and **Party** shall mean either of them;

Payment Terms means payment of each invoice issued by MT within 30 days from the date of the invoice unless contrary payment terms are provided on the invoice;

Private Circuit Services means the private circuit services specified on the Business Continuity Centre Services Order Form;

Recovery Period means the period of time commencing immediately after the expiry of the BCC Customer Staff Access Time and ending upon the cessation of the Disaster **Service Commencement Date** means the date of the Business Continuity Centre Services Order Form;

Shared BCC Work Unit shall have the meaning provided in paragraph 5 of the Business Continuity Centre Services Description;

Systems Test means testing of the BCC Customer Facilities to test the implementation of all or part of the Disaster Recovery Plan;

Technical Assistance Consultancy Rates means rates provided on the Business Continuity Centre Services Order Form;

Valid Invocation means an Invocation that has been made in accordance with the Invocation Procedure; and

Unreserved BCC Work Unit shall have the meaning provided in paragraph 5 of the Business Continuity Centre Services Description.



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Schedule 1 - The BCC Facilities

The BCC Facilities consist of the following services, facilities and equipment that are provided from the Business Continuity Centre (together the **BCC Facilities**, of which the BCC Customer Facilities will be a sub-set):

1. secure, fully air conditioned facilities with disabled access;
2. diverse connectivity to the Data Centre;
3. work units that include the following equipment and services (each a **BCC Work Unit**):
 - (a) a desk;
 - (b) a telephone;
 - (c) a thin client terminal with mouse and key board;
 - (d) access to the Data Centre and to the Internet;
 - (e) a spare network connection to allow additional equipment to be installed; and
 - (f) access to shared printing and facsimile facilities;
4. reception services during Core Time;
5. meeting room with:
 - (a) conference telephone;
 - (b) white board; and
 - (c) flip chart;
6. confidential waste disposal;
7. first aid facilities;
8. access to a video conferencing facility;
9. access to a rest area with tea and coffee making facilities; and
10. off street car parking facilities.

The Fees payable by the Customer as a result of the Customer's use or right to use any of the BCC Facilities or the Business Continuity Services shall be as provided on the Business Continuity Services Order Form.



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Schedule 2 – The Invocation Procedure

1. BACKGROUND

- 1.1 This Schedule 2 to the Business Continuity Services Description refers to all persons involved in the provision of the Business Continuity Services to the Customer.
- 1.2 The principal contact for the Customer regarding all matters concerning the Business Continuity Services will be the NOC.
- 1.3 The Customer contact numbers and a list of personnel who are authorised to Invoke or De-Activate the Business Continuity Services shall be as agreed in writing by the Parties from time to time (each a **Representative**).

2. INVOCATION PROCEDURE

- 2.1 The Business Continuity Service can only be Invoked by a Representative.
- 2.2 In order to Invoke the Business Continuity Service a Representative shall be required to contact the NOC by telephone and provide the following information:
 - (a) the Representative's name and the relevant password. There will be two passwords, one applicable for a test Invocation and one for a live Invocation;
 - (b) whether the Invocation is to occur immediately or if it is to be scheduled for a specific date and time in the future - it is requested that where possible the Customer makes MT aware that it is experiencing issues and there is the possibility of Invocation; and
 - (c) which elements of the Business Continuity Services and the Disaster Recovery Plan are to be implemented as a result of the Invocation.



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- 2.3 The NOC will log all information provided by the Representative during the Invocation call (in accordance with Attachment A to this Schedule 2) including the Representative's name, a meeting point (when appropriate) and a telephone number where the Representative can be reached.
- 2.4 Immediately after receiving an Invocation call from the Customer, MT shall take sufficient action so that it:
- (a) complies with each of the BCC Access Times;
 - (b) takes all actions necessary to activate the Disaster Recovery Plan;
 - (c) prepares the BCC Customer Facilities;
 - (d) configures the telephony services and implements the telephony plan in accordance with the Disaster Recovery Plan;
 - (e) loads the appropriate virtual machine image on to each of the BCC Work Units that the Customer is entitled to access in accordance with the terms of this Business Continuity Services Description; and
 - (f) assists the Customer's engineers during the configuration period until the Representative (acting reasonably) is in agreement that the Business Continuity Services have been Invoked.
- 2.5 If the Customer requires technical assistance following Invocation, then such a request should be made by a Representative to the NOC.
- 2.6 Following Invocation, but prior to any Customer engineers or other staff being permitted to access the BCC, the Customer will be required to appoint a Representative to issue security passes for the BCC to the Customer engineers and staff that will need to gain access to the BCC.

3. DE-ACTIVATION PROCEDURE

- 3.1 In order to de-activate the Business Continuity Service (**De-Activation**) a Representative shall be required to contact the NOC and provide the following information:
- 3.1.1 the Representative's name and the relevant password - there will be two passwords, one for a test Invocation and one for a live Invocation;
 - 3.1.2 whether the De-Activation is to occur immediately or if it is to be scheduled for a specific date and time in the future - it is requested that where possible the Customer keeps MT aware that they are considering De-Activation; and
 - 3.1.3 which elements of the Business Continuity Services and the Disaster Recovery Plan are to be terminated as a result of the De-Activation.
- 3.2 The NOC will log all information provided by the Representative during the De-Activation call (in accordance with Attachment B to this Schedule 2) including the Representative's name, a meeting point (when appropriate) and a telephone number where the Representative can be reached.
- 3.3 Immediately after receiving a De-Activation call from the Customer, MT shall take sufficient action so that it de-activates the Disaster Recovery Plan
- 3.4 Following De-Activation of the Business Continuity Service, the NOC shall appoint a representative to meet daily with a Representative (if needed) or participate on a conference call (if needed) to discuss any issues that may arise in relation to the De-Activation.

4. ESCALATION

Escalation will follow the standard MT process. In the event of difficulties the Customer should call the NOC and report any problems. The table below shows the escalation levels.



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Escalation	Name	Duty	Contact Numbers
Initial		Business Continuity Manager	
Level 1		Corporate Network Manager	
Level 2		Director of Customer Service	



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Attachment A to Schedule 2 – MT Processes

Business Continuity Services Activation Process

Date	
Time	
Name of Manx Telecom Staff Member	
Customer Company Name	
Is the notification FULL IMPLEMENTATION?	
Has the Password been given and confirmed	
Name of the Caller	
Contact Telephone Number	

Engineering Log

Engineers Name	Time	Notes



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Attachment B to Schedule 2 – Business Continuity Services – De-Activation Process

Date	
Time	
Name of Manx Telecom Staff Member	
Customer Company Name	
Is the notification FULL RECOVERY?	
Has the Password been given and confirmed	
Name of the Caller	
Contact Telephone Number	