

Sure (Isle of Man) Limited

Managed Networks Essential Level Support Service Terms and Conditions

The Sure (Isle of Man) Limited (“Sure”) Managed Networks Essential Level Support Service Terms and Conditions should be read in conjunction with the:

- General Terms and Conditions,

all of which apply.

Where there is a conflict, these Sure Managed Networks Essential Level Support Terms and Conditions will take precedence. Sure’s Terms and Conditions are available to view online at <https://web.sure.com/isleofman/terms-and-conditions>.

1. Service Description

Sure’s Support Service combines traditional maintenance and technical support services to support your Customer Premises Equipment. It enables enhanced service delivery to match the demands of existing and emerging business systems.

The Sure Support Service offers flexibility in the configuration of appropriate support arrangements and allows the Customer to tailor the service according to their specific needs. Each support option provides a guaranteed Service Level response and estimated mean time to repair.

2. Definitions

“**Ad Hoc Support**” means the following services from Sure; Professional Services/Consultancy, Installation/Configuration, Audits, manufacturer’s re-enlistment fees or MACDs. For the avoidance of doubt none of these services are related to the resolution of an incident logged with a Service Ticket.

“**Covered Hours**” means the days of the week and hours per day, during which Sure will work on providing the Support Service.

“**MACDs**” means Moves, Adds, Changes or Deletes made at the request of the Customer to the configuration of Customer Premises Equipment and not related to the resolution of a Service Ticket.

“**Network Operation Centre (NOC)**” means the dedicated Network Operation Centre operated by Sure Isle of Man, who manage the operational activities of the Sure network. The NOC is tasked with monitoring the Sure core network and Customer network services. The NOC is responsible for incident management, providing first line support and for raising Service Tickets for incidents into the service management system. The NOC provides a 24/7/365 service.

“**Service Ticket**” means a support call reference created in the service management system at Sure. For each separate incident reported to Sure a new Service Ticket will be created and its reference number issued to the Customer. The Customer should refer to the Service Ticket in all communications relating to that incident.

3. Commencement

The Support Service shall commence and the monthly fees (charges) shall be due from the Service Delivery Date.

4. Charges

Monthly recurring charges for the Support Service shall be as indicated on the Order Form for the level of support chosen by the Customer. Charges will be calculated in relation to the Sure Support Service Price List in force at the time of order, and as varies from time to time. All charges are payable upon receipt of the Customer’s next bill. Pro rata charges will be applied for a Service that starts part way through the month.

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The Customer will be entitled to a pro rata refund upon termination part way through a month, except where termination results from a breach of the Customer's Obligations under the Support Service.

5. Additional Charges

In addition to the monthly recurring charges, charges relating to Ad Hoc services may be applied as indicated in this Support Service. Requests for these Ad Hoc services are charged at the rate appropriate for that service during or as contractually agreed with the Customer during normal working hours. Overtime and weekend rates and callout fees might also apply for after hours support provided. Unless otherwise contractually agreed Ad Hoc support will be provided on a best effort basis and Sure does not guarantee any response times for this level of support.

In addition Sure reserve the right to charge the Customer at the appropriate rate for the following, but not limited to, situations:

- Where work is carried out or parts replaced in connection with an incident on CPE that did not result from fair wear and tear.
- Where Sure responds to an incident and no fault is found or the incident reported is not covered by this Support Service.
- Where Sure are unable to gain access to CPE.
- Where Sure works at the Customer's request outside of the applicable Covered Hours.
- Where Sure carries inspection/testing of existing CPE not supplied by Sure.
- Where performance of Sure's obligations under this Support Service are made more difficult or expensive by a breach of the Customers obligations under this Support Service.
- Ad Hoc services provided on an emergency basis.

6. Assignment, Removal of CPE

The Customer shall not assign all or any of its rights or obligations under this Support Service without prior written consent from Sure. Sure may assign or sub-contract any of its rights and/or obligations hereunder to a third party without the Customers consent. Sure is not obliged under this Support Service to provide the Service at a location other than the CPE address specified on the Order Form.

7. Customer Premises Equipment

This Service shall only cover the CPE listed on the Order Form. All other CPE is expressly excluded from this Agreement.

If Sure did not supply the CPE as requested on an Order Form or if the Service Delivery Date is later than the period of any guarantee given by Sure or the manufacturer on CPE delivered by Sure, then Sure shall be entitled to inspect/test the CPE before accepting it under this Support Service. The Support service will then only commence once Sure have indicated its acceptance of the CPE in writing. That date of acceptance shall then be considered as the Service Delivery Date. For CPE that Sure did not supply then additional charges covered by Ad Hoc services will apply for the inspection/testing and any manufacturer's re-enlistment fees as required.

Support Service for replacement hardware underwritten by the manufacturer will only start from 30 days after the ordering of the CPE from the manufacturer. Sure will make reasonable efforts to assist should a hardware replacement be required during this 30 day period.

8. Essential Service Level Agreement

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8.1. Technical Support

Technical Support provides technical resource and expertise to resolve incidents and restore systems to working conditions. There are three service options available with Technical Support; Telephone Support, Remote Support and On Site Support. Ad Hoc Support covering Professional Services/Consultancy, Installation/Configuration, Audits, manufacturer's re-enlistment fees and MACDs fall outside of the terms of this Support Service but are described here for information.

8.2. Initiating an Incident

The Customer can log an incident (or support request which might be a chargeable Ad Hoc service) via telephone to the Sure NOC or via online support portal. The NOC and portal are available on a 24 x 7 x 365 basis. Whether raising the issue by phone or by support portal the Customer will be allocated a Service Ticket. Only previously identified members of Customer staff or their designated service representatives can initiate an incident request.

8.3. Telephone/Online Support

The Service Ticket is allocated to an engineer who accepts the incident and will speak to and assist the Customer. Should a suitable engineer not be available when the Customer initially logs the incident, an appropriate engineer will call them back, within the contracted response time. The response time starts from the time that the Customer logs the support request with Sure and within the contracted Covered Hours.

8.4. Remote Support

Remote support requires a connection from the Customer to Sure. Agreement between the Customer and Sure needs to be in place to allow remote access by Sure engineers. This service is aimed at responding to the Customer requests remotely and offering a greater level of support to resolve the incident. The Customer contacts the NOC and logs an incident. An engineer is allocated to the incident. An engineer will first contact the Customer by telephone to offer advice, and where appropriate ask for tests and diagnostic checks to be carried out by the Customer. Where this does not resolve the incident then the engineer may connect remotely to the Customer's CPE to try and resolve the incident. Should the engineer not be able to resolve the incident remotely, the Service Ticket will be allocated to a field engineer who will attend on site to resolve the incident.

8.5. On Site Support

Sure field engineers, or their nominated agents, will attend on-site support to resolve incidents and/or replace faulty CPE. A valid Service Ticket is required and engineers will attempt to resolve incidents remotely, where possible, before attending site. The engineers will work on site during the Covered Hours contracted by the Customer. Work outside of these Covered Hours will be charged at Sure's standard overtime rates for engineering support, or the work stopped and restarted on the next contracted working day.

The following exclusions apply:

- Additional Ad Hoc Support without a Service Ticket; while an engineer is on site to respond to a Service Ticket already logged with Sure, the engineer will not carry out additional work requested by the Customer without a proper Service Ticket being logged and approval to carry out the work

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from Sure. Any additional request for work may require a further appointment at a later date. If that additional Service Ticket cannot be resolved remotely, Sure retains the right to allocate an alternative engineer who will attend to resolve the incident.

- Failure to gain on site access; Sure will not be held responsible for adhering to response times in the event of the Customer not providing access to on site CPE for the visiting engineer.

8.6. Ad Hoc Support

Whilst considering the purchase and supply of CPE the Customer might have a requirement for any of the following Ad Hoc services from Sure; Professional Services or Consultancy, Installation or Configuration, Audits, manufacturer's re-enlistment fees or MACDs.

For the avoidance of doubt none of these services are related to the resolution of an incident logged with a Service Ticket. Requests for these Ad Hoc services are charged at the rate appropriate for that service or as contractually agreed with the Customer, during normal working hours. Overtime and weekend rates and callout fees might also apply for after hours support provided. Unless otherwise contractually agreed Ad Hoc support will be provided on a best effort basis and Sure does not guarantee any response times for this level of support.

9. Levels of Cover

Four levels of cover are provided by this Support Service. Levels 1 to 4 each have their own service levels and are summarised below.

Level	Covered Hours	Response Time	Repair Time ²
1 Basic	Mon - Fri , 8:00am - 17:00pm ¹	8hrs - Working Hours	16hrs - Working Hours
2 Advanced	Mon - Fri , 8:00am - 17:00pm ¹	4hrs - Working Hours	12hrs - Working Hours
3 Super	Mon - Sat , 8:00am - 17:00pm ¹	2hrs - Working Hours	10hrs - Working Hours
4 Ultimate	24 x 7 x 365 + bank holidays	2hrs - Clock Time	10hrs - Clock Time

¹ Excludes bank holidays

² Starts after the first response has been made and is the mean time to repair, based on the appropriate level of hardware cover from the manufacturer.

Sure operates on a 24x7x365 basis and incidents can be raised at any time. This Support Service provides response and repair within the Covered Hours shown in the table above. For Levels 1-3, response to incidents excludes Public and Bank Holidays. Level 4 of this Support Service provides 24 x 7 x 365 cover, response to Customers and repairing of CPE will be undertaken in real or clock time.

The agreed level of cover provided under this Support Service will be indicated on the Order Form. Note all levels of service may not be available for all CPE supplied, this will be indicated on the Order Form.

9.1. Sure Obligations

According to the Support Service level selected by the Customer, Sure shall provide the following:

- Support on identified CPE as agreed and indicated on the Order Form
- All relevant labour, materials, tools and test equipment.

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- Support of a suitably qualified engineer(s) via the most appropriate method (telephone, remote or on site).
- Ability for the Customer to raise a support call either by telephone or on a support portal within the Covered Hours.
- Provide incident management within the contracted level of support Covered Hours until the incident is resolved.
- Provide the engineering labour to resolve the incident within the Covered Hours of the contracted response times. Commencing from when the Support Ticket is issued by Sure.
- Provide an escalation path for the Customer should he wish to raise concerns over the provision of service under this Support Service.

9.2. Customer Obligations

The Customer agrees to:

- Allow Sure full access to the CPE and at all reasonable times to provide adequate working space and facilities and to cooperate with Sure in responding to the Support Ticket. In particular support provided under Level 4 of this Support Service might require 24 x 7 x 365 access to the CPE.
- Take all reasonable and appropriate precautions to protect the health and safety of Sure engineers whilst on the Customer's premises.
- Care for and operate the CPE in accordance with the manufacturer's specifications and/or Sure instructions, and to only use the CPE for its intended/designed purpose.
- Use Customer Premises Equipment in accordance with good networking practice and any such use shall be at the Customer's sole risk and responsibility.
- To be responsible for maintaining or backing up copies of the CPE configuration.
- Not connect any other equipment to the CPE without notifying Sure in writing. If such connection alters Sure's obligations under this Support Service, Sure reserves the right to vary the charges made under this service.
- Carry out diagnostic and repair procedures under Sure or the manufacturer's instruction, and to allow remote support for incident resolution purposes as appropriate. Failure to assist in this way, which causes Sure additional work to resolve the incident, may lead to additional charges being made.
- To provide Sure with key personnel and site information to allow appropriate resolution of all Support Tickets under this Support Service. For the advanced support levels this may require the contact details of a person who can be contacted on a 24 x 7 x 365 basis during the resolution of a Support Ticket. To provide Sure with an escalation path for situations where appropriate access or support from the Customer cannot be obtained.
- Allow the Support Ticket clock to stop under certain conditions.
 - Should appropriate response to Sure requests by telephone or failure to provide remote or on site access then the Support Ticket clock will stop. The clock will only restart once the required support from the Customer is provided.
 - Should the hardware need replacing under the hardware Support Service and the replacement is not available then the Support Ticket clock will stop.
- To maintain the CPE at the current supportable level of firmware and software according to the manufacturers lifecycle services model. Sure are able to provide full lifecycle management as part of Ad Hoc services.

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- Where appropriate the Customer shall provide and maintain a network diagram. The Customer will be responsible for the continuous updating the diagram to reflect the current network topology, and for providing Sure with an updated copy accordingly.

9.3. Manufacturer Escalation Process

In the event that the incident cannot be resolved by Sure for reasons outside Sure control then the incident will be escalated to the appropriate manufacturer. The Service Ticket will remain open until the CPE incident has been satisfactorily resolved, however, the Service Ticket clock will be stopped whilst the incident is with the manufacturer.

9.4. CPE Replacement

The Customer must ensure that CPE failures are reported immediately via telephone or the support portal and a Service Ticket obtained. The incident will be investigated as indicated above and escalated accordingly. Should it be determined that the hardware needs replacing Sure will arrange for this either via the manufacturers support process or alternatively with a Sure held spare unit. Replacement parts provided to you might be new or functionally equivalent to new, at the manufacturer's discretion; and the manufacturer certifies the parts as functional at the same level as new. This is an industry standard practice. In general, for newer products, the manufacturer is more likely to provide new parts. However, as products mature, the manufacturer establishes repair facilities to provide replacement parts. Once replaced the manufacturer or Sure will retain the original CPE, and the new CPE serial number will be recorded accordingly.

9.4.1. Manufacturers Replacement

The level of support contracted with the manufacturer will determine when the replacement hardware can be installed and the faulty hardware retrieved. The faulty CPE must be available for collection at the same time as the replacement CPE is provided. If the faulty CPE is not available at this time it must be returned to Sure within 5 business days. The Customer will be liable for all shipping costs incurred should the failed CPE not be available at the required time. Should the CPE not be returned within 5 business days then the Customer will be invoiced at the full current replacement value (or equivalent). CPE removed or replaced immediately becomes the property of Sure.

Sure will be responsible for redeploying the Customer supplied backup configuration of the replacement CPE under this Support service. However, Sure is not responsible for the quality of the Customer supplied backup. Should changes be required to the configuration then this can be carried out as an Ad Hoc service at the appropriate charge rates.

9.4.2. On-Site Replacement

By agreement between the Customer and Sure, spare CPE might be held on site at the Customer's premises or at a convenient Sure location. Should it be determined by Sure engineers that the faulty CPE needs replacing then the spare unit can be used. The spare CPE should only be installed by the Sure engineer or under direct Sure instruction. This level of service assumes that the Customer has the correct skills and resources to install the replacement CPE into the Customer infrastructure.

The faulty CPE must be available for collection at the same time as the replacement CPE is provided. If the faulty CPE is not available at this time it must be returned to Sure within 5 business days. The Customer will be liable for all shipping costs incurred should the failed CPE not be available at the

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required time. Should the CPE not be returned with 5 business days then the Customer will be invoiced at the full current replacement value (or equivalent). CPE removed or replaced immediately becomes the property of Sure.

9.4.3. Remediation and Change Management

Sure will be responsible for redeploying the Customer supplied backup configuration of the replacement CPE under this Support service. However, Sure is not responsible for the quality of the supplied backup or for any configuration changes that might be required. Should changes be required to the configuration then this can be carried out as an Ad Hoc service at the appropriate charge rates.

9.5. Cover and Exclusions

The Sure Support Service only covers incidents that occur during normal wear and tear of the CPE. In the event that incidents occur due to other causes then additional charges will be payable. Such other causes that are excluded from normal wear and tear are:

- Misuse; operation in the incorrect environmental conditions; including over or under temperature, incorrect humidity levels; faulty manufacture or design; mains electricity surges, spikes or brownouts or failures.
- Lightning damage; electromagnetic interference damage; other accidental or deliberate physical or electrical damage.
- Movement of the CPE from its original installation location at the Customer without informing Sure in writing. Sure reserve the right to charge for any defects or incidents caused by the move.
- Repair to damage caused to any Sure equipment connected to the CPE covered by this Support Service, will be charged additionally.
- Sure may remove all or part of the CPE from the Customer's site for repair or inspection. Removal from the Customer site will only be as a last resort, and Sure when practical take reasonable steps to ensure continuity of the service affected by the removal of the CPE.

The Support Service does not cover the following:

- Incidents which do not affect the satisfactory operation of the CPE.
- Incidents of an intermittent nature which do not significantly affect the use of the CPE by the Customer.
- Any loss incurred by the Customer relating to 3rd party applications, data or information which might be indirectly affected by incidents on the CPE.

10. Software Support and Bug Fixes

Two types of software installation might be required as part of the repair of a incident with CPE.

- Bug fixes/Minor Upgrades
- Major Software Upgrades

Software support provided for CPE covered under this Support Service is limited to bug fixes/minor upgrades, and will only be applied when an incident had been logged and the manufacturer has provided the bug fix/minor upgrade software.

10.1. Bug Fixes/Minor Upgrades

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Bug fixes are provided by the manufacturer to fix software features that do not work correctly. Sure will apply such bug fixes to Customers who have reported an incident with their CPE to Sure and have a Support Ticket.

Should an up upgrade be available then Sure will dispatch an engineer to the Customer site to apply the new version. A scheduled time for the upgrade within the contracted Covered Hours will be agreed with the Customer, requests for the upgrade outside of these Covered Hours will be charged at Sure's standard overtime rates for engineering support.

The intention of the bug fix/minor upgrade is to restore the service using original configuration and features to the CPE. All requests to change the configuration or apply new features are not covered by this Support Service and will be subject to the additional charges and change management procedures covered by Ad Hoc services. Sure reserve the right not to implement any new features onto the CPE as a result of the upgrade.

10.2. Major Software Upgrades

Major software upgrades are deemed necessary when either the manufacturer or Sure recommend that the new software will fix known problems associated with earlier software versions or enable new features to existing CPE. These major upgrades fall outside the bug fix/minor upgrades described above.

During the resolution of an incident the manufacturer may request that a general upgrade is made before attempting to fix a software problem. In the event that this upgrade poses a risk or that it requires multiple upgrades to be applied rather than to a single CPE, then additional charges covered by Ad Hoc services will apply.

11. Compensation-Service Credits

Each level of Sure's Support Service provides you with a guaranteed response time and you can claim compensation if the promised response timescales is exceeded. Where Sure has entered into a Contract with the Customer to provide a Level 1, 2, 3 or 4 cover but does not respond to an incident within the contracted period, the Customer will be entitled to compensation as described in the table below.

Level	Response Time	Service Credit (Percentage of the Monthly Recurring Charge per incident)
1	8hrs - Working Hours	20%
2	4hrs - Working Hours	20%
3	2hrs - Working Hours	25%
4	2hrs - Clock Time	25%

The Customer is required to submit in writing a request for reimbursement within 3 months starting at the closing of the Service Ticket. In this request the Customer needs to specify the following information:

- Service Ticket reference
- Date and Time the incident reported to Sure
- Identification details of the Support Service

Any requests for compensation payments must be sent in writing to Sure at the following address or email:

Address: Complaints Officer
 Customer Complaints
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PO Box 3
St Peter Port
Guernsey
GY1 3AB

Email: comment@sure.com

Sure will confirm to the Customer if his request has been accepted within 10 working days from receipt of the compensation request.

Total credits will not exceed 100% of the Support Service monthly rental in any calendar month. Credit not issued due to the maximum monthly credit limit will not be carried over to subsequent calendar months.

Credits, when payable, will be made through a credit note at the end of the next calendar month following the month in which the credits were accrued and shall be applied to the Customer's relevant Sure account. However, the Customer shall not be eligible to receive any credits for periods in which the Customer benefited from the use of any Service, Equipment and/or Goods (as applicable) free of charge.

The Customer's sole and exclusive remedy for breaches by Sure of this Agreement shall be limited to service credits granted by Sure with such credits being offset against accumulated unpaid charges billed to Customer as the time the credit is granted.