

NASSTAR CHANNEL BROADBAND SERVICES

SERVICE DESCRIPTION



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1 About this Document

This Service Description shall be incorporated into each Contract under which Nasstar supplies Broadband Services. The Service Description does not apply to any other Services, including any work required on solution design, solution delivery or other Professional Services that may be required to implement the Service.

In this Service Description, unless the context otherwise requires, defined terms will be given the meanings set out in Clause 8 (Appendix A: Definitions) and all other terms shall be interpreted in accordance with the other provisions of the Contract.

Where the Customer is an authorised reseller, in this Service Description references to the "Customer" shall be deemed to refer to the reseller and references to "End-User" shall be deemed to refer to a customer of the reseller (being a business customer acting otherwise than in its capacity as a consumer) to whom the reseller re-sells the Broadband Services.

2 Service Description and Service Features

This Service Description defines the levels of Service the Customer can expect from Nasstar. Any changes, modifications, additions or deletions to this Service Description will be made in accordance with Nasstar's General Terms and Broadband Service Specific Terms.

Nasstar's Broadband Services provide a broadband Internet access service using a standard telephone line, which the Customer must rent directly from BT or from Nasstar, except for the FTTP Broadband Service, which does not need a standard telephone line. Broadband works by splitting the bandwidth over the telephone line into two, separating voice and data so that they both function independently. The Services are "always-on", meaning that the Customer's computer can be continuously connected to the Internet without incurring any additional charges.

All services are provided as "Wires Only" and a compatible Broadband modem or router together with the necessary number of line filters must be provided to use the Service. This equipment is not included as part of the Broadband Service and must be ordered separately, either as part of the Contract, under a separate Nasstar Contract or from another equipment supplier.

2.1 Broadband Services

Nasstar offers a range of Broadband Services providing Internet access, with download speeds of up to 1000Mbps and with upload speeds of up to 115Mbps as shown below:

Features	ADSL Max	ADSL2+	Fibre Broadband (FTTC)	Full Fibre Broadband (FTTP)
Download Speed	Up to 8Mbps	Up to 24Mbps	Up to 80Mbps	Up to 1000Mbps
Upload Speed	Up to 400Kbps	Up to 1Mbps	Up to 20Mbps	Up to 115Mbps
Monthly Usage	Unlimited			

IP addressing	Static/ Dynamic	Static/ Dynamic	Static/ Dynamic	Static/ Dynamic
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All ADSL Services are provided as ADSL2+ where this is available. If the Customer's local exchange has not been enabled for ADSL2+ the Customer's Service will be provided as ADSL Max and the same charges shall apply.

2.2 Standard IP Addressing Scheme and Options

For all Services, the Customer may request up to 6 registered IP addresses for the Customer's use on the LAN side of a Broadband router connected to the Service. Where dynamic addressing is chosen the Router provides NAT functions, the Customer must complete a Réseaux IP Européens (RIPE) form before this Service can be provided. Should the Customer require more than 6 addresses then (at Nasstar's discretion) a block of 14 IP addresses can be supplied subject to the satisfactory completion of a RIPE form. An additional monthly charge is applicable for additional IP addresses.

2.3 Wires Only Service

Any hardware installed onto the Wires Only Service is the Customer's responsibility, and the Customer should carry out any necessary tests of the Customer's Equipment prior to raising a service fault with Nasstar's Service Desk. If the Customer fails to carry out any necessary tests and Nasstar come to the Site to repair a Fault and (i) there isn't a Fault or (ii) the Fault is in the Customer Equipment, the Customer shall be required to pay Nasstar's standard Charge for sending an engineer to the Site.

3 Broadband Coverage

The Service is only available to the Customer if the Site is connected to a Network Operator who is a Nasstar supply partner and whose exchange has been enabled for the Customer's required Service i.e. ADSL, FTTC or FTTP. Please consult the Nasstar Account Manager for further information on the Service coverage and availability at the required Site address.

3.1 Service Restrictions (except FTTP services)

Nasstar have a number of Broadband Services providing broadband download speeds of up to 1000Mbps. These Services have special characteristics compared to the fixed speed products and utilise rate adaption technology meaning that the Service speed is not fixed, but will instead be dependent upon several conditions including:

- The distance of the Site from the local exchange
- The quality of the Site telephone line
- The quality of the Site internal wiring & filters
- The number of other ADSL connections within the same cable to the exchange
- Any interference caused by electrical devices within the Site

The Service works by attempting to run the broadband line at the fastest possible speed available given the conditions described above. Therefore, the connection speed available may vary depending upon these conditions.

During the first 10 days after which the Service has been provided, the line will automatically adapt to the fastest rate that can be achieved. This will be rounded down to the nearest 500Kbps step. During the first 10 days the line rate may change whilst the Service finds the correct speed "step" over which a Service can be reliably provided. When this happens, the line will re-synchronise and result in a short loss of connection. Depending on the Customer' Equipment, it may be necessary for the Customer to re-boot the modem or router to allow it to re-synchronise to the new speed. By the end of the 10 days the Service should achieve a speed which the Customer should continue to experience on an ongoing basis. As a result, the Customer may experience an intermittent short loss of connection for the first 10 days after which the Customer may have to power the Equipment on and off. However, should the Customer fail to connect any Equipment for the first 10 days then the stable rate cannot be set, and the Service will continue to try to find the stable

rate over a rolling 10 day period. This potential period of instability will therefore extend out beyond the initial 10-day period.

The nature of the Service is that this “stable” rate may change over a period of time including a reduction of speed. This could be for a variety of reasons including changing line conditions and even the number of other Broadband Services within the telephone cable. This is not a fault however and is a characteristic of the Service. If the Customer experiences a dramatic drop in speed, then this may be due to a fault.

It is an inherent characteristic of the Service that it will function in a manner as described in this clause and no compensation or price reduction is available should the Service perform to a lesser manner than expected by the Customer. Nasstar provides no guarantees that the Service shall be error-free or fault-free.

3.2 Service Restrictions (all Broadband Services)

Due to the contended nature of Broadband Services, the actual Broadband Service speed (as distinct from the line speed) the Customer will experience will vary depending upon several factors including contention within the Broadband Network, contention within the Network Operator’s Network and due to performance issues within the Internet.

The impact of contention is that at periods of high network usage, the speed experienced by the Customer will fall below the Customer line rate. Nasstar offers services having a range of contention and so the Customer can choose the Service that provides the best match to the Customer’s business requirements.

Planned or Emergency Outages on the Network or the Service may impact availability.

4 Service Delivery

For all Broadband Services, all cabling required for the connection of the Customer Equipment is the Customer’s responsibility.

4.1 ADSL and FTTC Service Activation

All ADSL and FTTC services are activated remotely and are categorised as ‘self-installation, so do not require an engineer visit. The Customer is responsible for ensuring the telephone line socket is available at the correct location at the Site and must contract separately with BT should existing sockets require moving or additional sockets are required.

A unique username and password will be provided to the Customer to allow access to this Service. Any new telephone outlets required to connect the Customer’s computer must be ordered separately. For Broadband Services, the Customer is responsible for providing any additional line filters necessary to connect all the telephone devices connected to the line.

4.2 FTTP Service Activation

For FTTP Services, an engineer will visit the Site to install a new Optical Network Termination device (ONT). The Customer will need to be at the Site for this visit and the Customer can request the date for this, subject to availability of engineers. In addition, an engineer will visit the Site 7 days prior to this to complete a survey and install some equipment outside the Site. The Customer does not need to be present for this, however the engineer will ring the Customer on the day of this visit and the Customer must be available to take their call. Failure to take the call or be present for the second appointment may result in additional engineering charges and will result in a delay to the installation of the Service.

4.3 Managed Installation

Where ‘Managed Installation’ services are available and procured for Broadband services, the Network Operator, Nasstar, or third-party operators will visit the Site to assist with the installation of the Broadband Services. The Customer will need to be at the Site for this visit and the Customer can request the date for this, subject to availability of engineers

Nasstar will use reasonable endeavours to install or procure the installation of the Customer Equipment at the Site on or before the installation date specified or agreed with Nasstar. Any installation date is however an estimate only and may change without liability to Nasstar.

For 'Managed Installation' services the Customer may be charged Additional Charges arising as a consequence of the Network Operator, Nasstar or third-party operators responding to a fault that has not occurred as a consequence of the Network Operator. The Customer may also be liable to pay Additional Charges as a consequence of any visit to install the Services being cancelled by the Customer or the visit being abandoned as a consequence of the Customer failing to ensure that the Site is suitably prepared or to provide an Approved Router for the purposes of installation.

4.4 Equipment connected to the Service

It is the Customer's responsibility to supply a fully compatible, approved and suitably configured router for connection to the Service. Approved routers are available for purchase from Nasstar.

The Customer acknowledges that using a router that is not approved with the Service this may affect the Service and Nasstar shall not be liable for any faults or non-availability of the services. The Customer agrees to pay any Additional Charges arising as a consequence of the Network Operator, Nasstar or third-party operators responding to a fault that was caused in whole or in part by a router that is not an Approved Router.

Without prejudice to the foregoing, Nasstar cannot support any incidents reported that are related to the Customer Equipment connected to the Broadband line as part of this service. Nasstar reserves the right to charge Additional Charges for responding to any incident report where the problem is related to the Customer Equipment.

4.5 Service Restrictions

The following telephone lines cannot support a Broadband Service: Subscriber private metering; 30k loop, Private Circuits; ISDN (all types); Home Highway or Business Highway; Red ABC; RedCare; FeatureNet 5000 services; meter pulse facility; PBX and AUX lines. Additionally, certain Equipment connected to the telephone line, such as indirect access diallers, may interfere with the correct functioning of the Service and may have to be disconnected.

The Customer must test all security alarm systems connected to the telephone line after any of the Services have been installed, to ensure that they have not been affected by such installation. The Service may affect the performance of some other Equipment at the Site. Voice band modems used by fax machines and by personal computers may operate at a lower speed due to the connection of the Service.

For FTTP services, a telephone line is not provided nor required. The Service provides broadband (data) only across a dedicated fibre circuit and does not support voice. The Customer must purchase an Over the top Voice Service separately, either from Nasstar or another provider, if the Customer wishes to make landline calls.

5 Charges

The Charges for the Service are as set out in the applicable Order Form.

6 Service Levels and KPIs

The Service Levels set out in this Service Description are subject to the exemptions and limitations set out in the Contract, including, in Nasstar's General Terms, Broadband Service Specific Terms and Service Level and KPI Terms. No Service Credits will be applicable in the event that a Fault / Incident or Service Failure is due to an Exempted Failure, due to planned or Emergency Maintenance, due to any other limitations and restrictions set out in the Contract.

Nothing in this Clause 6 or the Contract shall oblige Nasstar to pay any Service Credits or compensation in respect of the Service Levels until after the expiry of the Amnesty Period.

6.1 Incident Management

The Customer can notify Nasstar of an incident between 08:00 – 20:00 Monday to Friday and 09:00 – 17:30 on Saturdays (excluding bank holidays) ("**Support Hours**").

The TTR period shall begin once the Customer notifies the Service Desk of the incident and an Incident Reference Number (IRN) has been allocated. Where the Customer notifies Nasstar of an Incident outside of Support Hours, the TTR will commence at the start of the next working day within Support Hours. The TTR period shall cease upon notice to the Customer by Nasstar of resolution of the incident.

Nasstar will endeavour to resolve Service Affecting Incidents* within 48 hours (Support Hours). In the event that Nasstar fails to meet the TTR for Service Affecting Incidents* only, the Customer shall have the right to claim Service Credits as detailed below:

TTR* (Support Hours)	Service Credit (where Nasstar fails to meet the TTR)
48 Hours	20% of monthly rental charges**
48 Hours	20% of one quarter of the quarterly rental charges**
48 Hours	20% of one twelfth of the annual rental charges**

* The above TTR applies only in respect of P1 Critical Incidents.

** Refers to rental charges paid by the Customer in the billing period prior to the incident in respect of the affected connection.

6.2 Service Level Exclusions

The Service Levels and Service Credits detailed in this Service Description are subject, at all times, to the limitations and exclusions detailed in the Service Level and KPI Terms, which shall form part of the Contract.

The TTR does not apply to Incidents associated with physical cable damage or vandalism within the local loop network maintained by any Network Operator or third party operator and no Service Credits will be applicable in respect of any such Incidents or Service Failure.

The maximum Service Credit payable is limited to 20% of the total monthly rental charges for the relevant calendar month. The Customer can only make a single claim for Service Credits in respect of each particular failure.

7 Data Processing

Nasstar's Data Processing Schedule (Communications Services), as referred to in Nasstar's Data Processing Terms, applies to this Service. This contains Nasstar's record of its data processing activities in connection with the Service and describes the categories of personal data that Nasstar processes and its responsibility as a controller or processor with respect to the processing.

8 Appendix A: Definitions

8.1 In this Broadband Service Description, unless the context otherwise requires, these terms will be given the following meanings:

"ADSL": Asymmetrical Digital Subscriber Line;

"Amnesty Period": as defined in Nasstar's Service Level and KPI Terms;

"Exempted Failure": as defined in Nasstar's Service Level and KPI Terms;

"FTTC": Fibre To The Cabinet';

"FTTP": Fibre To The Premise

"Downstream": the transmission of data from Nasstar's network to a User;

"Incident Reference Number (IRN)": the unique number issued when logging a fault with Nasstar;

"IP": Internet protocol;

"Kbps": Kilobits per second;

"LAN": local area network;

"Mbps": Megabits per second;

"Network Operator": any authorised public telecommunications network operator or telecommunications network carrier (sometimes referred to as 'Carrier') used by Nasstar to deliver the Services;

"Order Form": a website or web portal or electronic document in a Nasstar prescribed form;

"Service Affecting Incident": any failure of Nasstar's transmission or terminating equipment, which, in Nasstar's reasonable opinion causes a material loss of signals in one or both transmission directions. In such all cases the circuit shall be deemed unavailable, and the length of downtime recorded by Nasstar from when the incident is registered by Nasstar and an IRN allocated;

"Service Credit": as defined in Nasstar's General Terms;

"Service Failure": as defined in Nasstar's General Terms;

"Service Level and KPI Terms": Nasstar's Service Level and KPI Terms set out or referred to in the Contract;

"Service Level": as defined in Nasstar's General Terms;

"Time To Resolve (TTR)": the length of time from the issue of the IRN to the repair and resolution of the service circuit and/or associated equipment;

"Upstream": means the transmission of data from a User to Nasstar's network.

8.2 All other terms shall be interpreted in accordance with the Contract (including the Broadband Service Specific Terms).