onecom

Highlight Service Terms



1. General

These Highlight Service Terms should be read in conjunction with all other terms of the Contract.

2. Definitions and interpretation

2.1 Terms defined elsewhere in the Contract shall have the same meaning in these Highlight Service Terms. The following definitions shall also apply.

Highlight a data network monitoring tool

Incident a support or maintenance requirement or event relating to the

Services

Planned Maintenance Hours the period between 10pm and 6am UK time

Service Highlight

2.2 The rules of interpretation set out in the Contract apply to these Highlight Service Terms.

3. Customer obligations

The Customer is responsible for ensuring that its IT services and internal network or internet connection is configured to support the Services and meets the minimum requirements as communicated to the Customer by Onecom from time to time.

4. Service management

4.1 Reporting an Incident

- 4.1.1 Priority 1 and Priority 2 Incidents (as described in the table at clause 4.2) must be logged via telephone call only and can be logged at any time seven days a week, 24 hours a day (including bank holidays).
- 4.1.2 Priority 3 and Priority 4 Incidents (as described in the table at clause 4.2) may be logged by telephone, on OneCloud or via email during Business Hours.
- 4.1.3 When the Customer is reporting an Incident, it shall provide to Onecom as much information as is reasonably available in the circumstances including but not limited to the following:
 - (a) the reporter's name and telephone number;
 - (b) the affected Site (including postcode);
 - (c) Incident description, including the time the Incident occurred, any error messages received and any action taken to diagnose or resolve any fault before reporting the Incident; and
 - (d) such other information, assistance, data and other access to information or to the Site as are reasonably necessary to assist Onecom in responding to the relevant Incident.



4.2 Incident Priority

Onecom shall categorise an Incident in line with the following criteria.

Priority Level Description	Example
Priority 1 Total loss of functionality of the Service. All Users are impacted.	Service is completely unavailable for use by the Customer
Priority 2 A substantial impact/degradation of the Customers use of the Service	Partial outage, intermittent or unstable connection
Priority 3 Impact on the quality of the Service	Component failure or functional loss resulting in limitation to Customer's operations. Moderate limited impact to the Customer's business operations
Priority 4 Incident affecting a single User	An Incident impacting a single User or a problem where assistance is required to aid trouble shooting

4.3 Incident Response Time Targets

4.3.1 Onecom shall use reasonable endeavours to respond to all reported Incidents within the following Incident response time targets from the reporting of any Incident:

Incident Priority	Incident Response Time Target
Priority 1	4 Business Hours
Priority 2	6 Business Hours
Priority 3	8 Business Hours
Priority 4	12 Business Hours

4.3.2 An initial response by Onecom to an Incident shall include an acknowledgement of the Incident and may include a request for other information reasonably required by Onecom.

5. Exclusions

5.1 The Incident response time targets do not apply to any unavailability, suspension or termination of the Services:



- 5.1.1 that results from scheduled downtime and/or maintenance (planned or emergency), whether or not during Planned Maintenance Hours;
- 5.1.2 arising from Onecom's suspension and/or termination of the Service in accordance with the Contract;
- 5.1.3 caused by a Force Majeure Event;
- 5.1.4 that results from any acts or omissions of the Customer;
- 5.1.5 that results from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology; or
- 5.1.6 related to any other service provided by Onecom (whether or not distinct service levels may apply to such service).

6. Planned and Emergency Maintenance

- 6.1 Planned outages may be required for scheduled maintenance and upgrade activities. Onecom will use reasonable endeavours to effect such outages during Planned Maintenance Hours and, where possible, give the Customer at least five Business Days' advance notice of any planned maintenance.
- 6.2 It may be necessary, from time to time, to carry out emergency maintenance to the Services to maintain appropriate levels of service quality. Onecom will use reasonable endeavours to inform the Customer of the likely disruption period at the earliest opportunity and, where necessary, work with Onecom's carrier partners to discourage maintenance without notification.
- 6.3 Emergency maintenance shall, wherever possible, take place within the Planned Maintenance Hours and be notified to the Customer as soon as practical. The Customer acknowledges that it may not be possible to provide the Customer with advance notification of emergency maintenance.

7. Termination

- 7.1 Following termination of the Service (or any part thereof):
 - 7.1.1 Onecom shall be under no obligation to provide the Customer with any historical data or records in respect of the Customer's use of the Service; and
 - 7.1.2 all data (if any) stored on the Service shall be permanently deleted without notice to the Customer.