



Ethernet and Leased Line Terms and Conditions

1. DEFINITIONS

Word	Meaning
Agreement	Means the service contract which comprises the customer order form and these terms and conditions.
Agreement date	Means the date which the 'customer order form' and documentation was received by PMGC.
Activation date	Means the date by which the services becomes live and first made available for use by the customer.
Committed Delivery Date (CDD)	Means the date by which we anticipate the activation date of the services to begin. This is also the date by which PMGC is measured against service credits for failing to deliver on or before the CDD.
Customer Premises Equipment (CPE)	CPE such as modems and routers that is required for use with the service. Supplied by PMGC or their third parties where their provision is for the express use of this service.
Customer Requirement Form (CRF)	Is a document detailing contact details, building details and position of equipment etc, which needs to be completed prior to PMGC placing the circuit order with their base carrier suppliers. This ensures that we have the correct information from the outset of the agreement.
Customer equipment	Means apparatus belonging to the customer not forming part of the PMGC equipment but which may be connected to the CPE.
Data centre	Is a dedicated building providing space, power and secure facilities for storing data equipment and services. Often called a carrier hotel (where a telecommunications 'carrier' will rent space or 'rooms' within a data centre).
Ethernet First Mile (EFM)	Is a term of reference given to the delivery of an Ethernet circuit, where the tail circuit is copper rather than the traditional fibre. New technology makes this possible and more affordable in locations where fibre delivery is either impossible or prohibitively expensive.
Ethernet circuit	Is similar to a leased line, but is generally a fibre based product to the point of entry into a building (except where the 'tail circuit' is provided as copper on an EFM technology). However, Ethernet circuits differ in that they are always presented as either an RJ45 connection (copper twisted pair Cat5e patch cable) or as a fibre patch cable presentation (termination type to be specified). Ethernet circuits operate at the International standard IEEE 802.3. Ethernet circuits are available usually at incremental speeds of 1Mb or 2Mb, where the minimum circuit speed is 1Mb, and the maximum will be multi gigabit circuits.
PMGC equipment	Means any apparatus or equipment provided by PMGC or any third party to the customer to enable provision of the service under this agreement.
Leased line	A leased line is a symmetric telecommunications line connecting two locations. It is sometimes known as a 'private circuit' or 'data line'. Unlike a traditional PSTN line it does not have a telephone number, each side of the line being permanently connected to the other. Leased lines can be used for telephone, data or Internet services. In this instance, we refer to leased lines as either a point to point (P2P) connection between two customer locations, or between a customer location and a data centre, or between a customer location and a carrier PoP. In the latter instance, this will be typically for Internet provision. In the U.K. leased lines are available at speeds from 64Kb/s increasing in 64Kb/s increments to 2Mb/s over a channelised E1 tail circuit, and can be purchased in higher bandwidths. However, PMGC only provides 2Mb E1 circuits. These circuits can be provided over copper or fibre.
Initial term	Means the term of the agreement as specified in the customer order form e.g. 36 months. The minimum initial term is always 36 months unless otherwise stated in the customer order form.
Monthly Recurring Charge (MRC)	Refers to the monthly recurring charge for service.
Network Termination Equipment (NTE)	Typically third party equipment supplied by PMGC or their third parties where their use is for the express purpose of provisioning the NTE as described in the customer order form. This equipment may reside within the customer's premises, the end user's premises, or PMGC and or their third parties' premises.
Point of Presence (PoP)	Is a node within the PMGC or carrier network, sited within a data centre or telephone exchange.
Public Switched Telecoms Network (PSTN)	In the UK this is generally assumed to be a BT product, referring to a copper wire, analogue telephone line, or ISDN circuit.
Service contract	Means the complete document which includes the customer order form and the documents as noted on the customer order form.
Service	Means the services described in the details within the customer order form, and forming part of this agreement.
Service levels	Means the service levels relating to the services which are contained in the SLA.
Service Level Agreement (SLA)	Means the service level agreement as in clause 4.0 of this document or such other service level agreement which is agreed in writing between the parties from time to time.
Target ready for service date (TRFS)	Means the initial date which is supplied by the PMGC provisioning team as the estimation for an activation date. This is not a binding date, nor is it a CDD, and should be used as a guide only as to the likely activation date.
Third party service provider	Means the provider of any third party services.
Third party services	Means any part of the services which PMGC procures from a third party any third party telecommunications services and/or equipment which PMGC uses in order to provide the services.



Ethernet and Leased Line Terms and Conditions

2. INTRODUCTION

2.1 The terms of this agreement form part of the conditions of sale, and shall be incorporated into the customer order form signed by the customer.

3. ORDER PROCESS

3.1 PMGC will supply the customer with the services in accordance with these terms and the accompanying signed customer order form and fully completed CRF. The combination of which, will form a service contract between the customer and PMGC.

3.2 PMGC reserves the right to make any changes to these terms or to the service contract, including changes to the service and the SLA as is required from time to time, to reflect:

- Technical and operational changes to the core PMGC network or that of one of our third party providers provided such changes do not materially affect the applicable service provided to the customer
- Changes enforced by law, regulation or codes of conduct which may be altered or issued from time to time

3.3 PMGC will notify acceptance of a customer order form by email within a target of 5 working days. Orders will be accepted on the basis that the customer has provided:

- A fully completed and signed copy of the customer order form (in duplicate)
- A fully completed CRF detailing contact names, site addresses, and termination details as requested on the current published CRF

The PMGC representative will supply the CRF, usually at point of order.

3.4 PMGC will endeavour to issue a TRFS at the same time at which they acknowledge receipt and confirm the customer order. The TRFS is the day on which we expect (under normal circumstances) the service activation date commences, and therefore the date which the service contract starts.

3.5 Throughout the provisioning process, PMGC will need to communicate with named member(s) of the customer's staff (or their nominated representatives) to arrange access to the customer premises for PMGC and/or their third party suppliers. Any delays to these requests either by the customer, their representatives, or the Landlord of the termination premises will delay PMGC from meeting the TRFS and from issuing a CDD.

3.6 Typically within 10 working days of acceptance of an order, PMGC or their third party representative will perform a termination location, premises survey, also known as a 'site survey'. It is typical that within a further 10 working days of the site survey, that PMGC will be able to issue a CDD.

3.7 The CDD is the date by which PMGC agree to have service ready for use (the activation date), and should PMGC miss this target date, the customer is able to claim 'service delivery credits' which are detailed below in table 3.0 subject to 3.5, any delays outside of PMGC's control may lead to delays in the CDD and therefore invalidate any service delivery credit claim.

Table 3.0

Number of working days beyond PMGC CDD date	Compensation = percentage of connection charge for the circuit to be credited to the customer
01-10	5%
11-15	10%
16-20	15%
More than 20	20%

3.8 In the event that the customer takes a dual circuit solution from PMGC, where the tail circuits are provided by alternate carriers (or the same carrier but via geographically diverse PoPs) and one is configured as primary, with the other as a backup, then PMGC will provide a TRFS and a CDD for each circuit.

The processes outlined within this document for delivery, will apply to each. Where the solution is quoted and sold at a fixed monthly, quarterly or annual price, PMGC reserve the right to charge for separate services as they are delivered. E.g. customer takes 100Mb leased line, with a 10Mb leased line backup. In this event, PMGC will charge for the first circuit and accompanying hardware (such as, but not limited to, routers, firewalls or cable trays) delivered on a pro rata basis, as this is a useable Internet connection.

The final charges will be applied on delivery of the second circuit and its confirmed live backup status presented in a working condition. At this stage, the contract term of the agreement for the solution will start. E.g. customer taking a 36 month term contract, with a 100Mb primary and a 10Mb backup circuit. The 100Mb circuit is delivered (as working) 2 months before the backup circuit. Not until the delivery of the backup circuit will the 36 month term of the agreement start. This means that the customer will be liable to pay the installation, monthly rental and reasonable set up costs as described above, for the primary circuit for an additional 2 months in this example.

In all cases, unless otherwise stated by the customer, PMGC and their third party suppliers as applicable will endeavour to provide both or any circuits as part of any given solution at the same time. However, when this is not practicable or any third party service provider will not accommodate such requests, then the customer will be liable for all service charges as they arise on the activation date of said services.

3.9 In the event that a customer takes an ADSL backup service to their primary circuit, PMGC will deliver the ADSL service and the leased line as close to the leased line CDD as possible using all reasonable endeavours. The exception to this will be when a customer asks for the ADSL service to be supplied in lieu of the leased Line being fulfilled. In this instance, PMGC will charge pro rata for the delivery and rental of the ADSL service and accompanying hardware (such as, but not limited to, routers, firewalls or cable trays). The final charges will be applied on the activation date of the primary circuit.

3.10 For ADSL backup services, at no time will the provision of an ADSL service be subject to service delivery credits. In addition, the ADSL circuit terms and conditions specific to the installation and use of that line are separate from this document, and are available on request through your PMGC representative.

3.11 Where ADSL backup services are taken, it is the customer's responsibility to ensure that there is an adequate, uncompromised BT analogue PSTN circuit. Should the customer not provide a valid telephone number for this PSTN circuit, PMGC will offer the service at an additional cost as supplied by a PMGC representative. Similarly, if the PSTN termination is not in the correct location (should be within 3 metres of the planned leased line termination point) then PMGC will not be able to provide the ADSL service as a backup.

3.12 Delivery terms for all ADSL services are outlined in the ADSL terms and conditions.

3.13 For all services, when an installation fee is levied (as per the customer order form) PMGC reserve the right to invoice this fee, which must be paid before we hand over the service.

3.14 Subject to 3.8 and 3.9, the term of the service contract as indicated on the customer order form will not start until the final circuit or complete solution is delivered. I.e. the service charges and start dates of individual circuits may be staggered, but the service solution term of contract will start and end at the same time. This means that the first circuit to be provisioned will be invoiced prior to the term of the contract starting, and the invoice period in lieu of the backup or secondary circuit(s) will vary depending on the independent tail circuit CDDs. Wherever possible however, we will try to ensure that the CDD for each circuit in a multi circuit solution are as close together as possible.



Ethernet and Leased Line Terms and Conditions

3.15 **CUSTOMER'S RESPONSIBILITY:** It is the responsibility of the customer at all times to ensure the following:

- 3 pin standard UK plug socket is available for each piece of required electronic equipment supporting the service(s) provided. Typically this will be one socket for each carrier NTE, and one for each router (or CPE) supplied by PMGC to support the service. In addition, additional power sockets may be required as directed following initial site survey depending upon the solution(s) purchased
- For all ADSL services as a backup, the customer must ensure that a non-service bearing standard analogue PSTN line is available for PMGC to enable the ADSL service. This PSTN line must terminate within 3 metres of the location of the PMGC CPE
- That enough rack space, where the customer expects the carrier NTE and PMGC CPE to be positioned within a data rack (standard UK 19inch width), and that there is at least 3U of available space per single leased line or Ethernet circuit. As much as 10U may be required in certain circumstances but this is the exception rather than the rule and should be identified at survey

4. Service Level Agreement (SLA)

4.1 During active service, PMGC offer a 99.9% uptime service level for all leased line/ Ethernet circuit products, extending to 99.99% where a backup service is taken.

4.2 PMGC provides optional 'active alerts' on all direct Internet access circuits or any circuits which are provided with CPE which is owned by PMGC, and provided as part of a managed service by PMGC. This means that in the event of any problems detected on your circuit, PMGC will, with best endeavours, be able to notify a named member (or members) of the customer's staff of such issues via SMS or email. The following rules in table 4.0 are set as a target only.

Table 4.0

Fault or problem detected	Time of day	Target response time	Method of response
PMGC IP monitor flags alert that would appear to mean customer circuit has failed. Immediate investigation to confirm if this is real or glitch, and where the fault lies	Mon – Fri 09.00-17.00	10 minutes	SMS alert or email (automated generation) of a potential issue with the service, followed up with a phone call
PMGC IP monitor flags alert that would appear to mean customer circuit has failed. Immediate investigation to confirm if this is real or glitch, and where the fault lies	Mon – Fri 17.00 – 09.00 and weekends/ bank holidays	30 minutes	SMS alert or email (automated generation) of a potential issue with the service, followed up with a phone call

4.3 PMGC target to repair all logical faults on leased lines is 6 clock hours. Logical faults are those relating to any equipment, either the CPE provided by PMGC as part of the managed service, or NTE within the PMGC network and their supplier's network.

4.4 Where there is a physical fault, which relates to fibre or copper wire faults, then the target time to resolve is within 24-48 clock hours.

4.5 Service availability is a measure of the relative amount of time a circuit is available for customer use during a given calendar month. 'Service unavailability' is defined as any period for which the service is unavailable, and is measured from the time:

- That the customer reports service unavailability to PMGC, and opens a support ticket (customer must obtain a reference number for their call – this is automatically given with email logged calls), until the time;
- That PMGC advises the customer that the service is restored and operating in accordance with agreed specifications, and PMGC closes the support ticket. Any periods of time during which a support ticket is kept open at customer's request following notification by PMGC that service has been restored, is not included in measuring the duration of a period of service unavailability

4.6 When leased line backup or ADSL backup services are taken, then PMGC will provide a 99.99% SLA for the solution as a whole. Should the secondary (backup) circuit fail to engage within 1 clock hour, then additional service unavailability penalties will apply in the following way:

- Where ADSL backup is provided, and both the primary and the ADSL fail, then PMGC will pay service credits to the value of 1.25 times that which is stipulated within table 4.1. Exceptions are for when the backup service fails due to reasons beyond PMGC's control. Such reasons can be, but are not limited to; third party activity, network failure outside of PMGC and their supplier's networks, power cuts, atmospheric and weather induced problems, natural disasters or terrorist incidents.
- Where a second leased line is installed in a failover or backup capacity, and both circuits fail, PMGC will pay service credits as per table 4.1, but will apply to the rental values of both circuits. Exceptions are for when the backup service fails due to reasons beyond PMGC's control. Such reasons can be, but are not limited to; third party activity, network failure outside of PMGC and their supplier's networks, power cuts, atmospheric and weather induced problems, natural disasters or terrorist incidents.

4.7 For customers taking back up services, should the primary circuit fail, and the backup service engage within the period (as 4.6) then PMGC will only be liable for service credits on the primary line, as described in table 4.1 but, subject to points 4.9 – 4.16. PMGC will provide this pro rata to the value of the rental of the primary circuit for customer's on fixed single payment contracts.

4.8 Service credits: In the event of service unavailability, PMGC will credit the customer in accordance with table 4.1.

Table 4.1

Total service unavailability per month	Credit
Less than 1 clock hour	0% of MRC
1 - 6 clock hours	5% of MRC
7 - 24 clock hours	10% of MRC
25 clock hours and above	15% of MRC

4.9 In no event will SLA credits in any calendar month exceed 100% of the total MRCs payable by customer for the service in that month.

4.10 As a condition of entitlement to SLA credits, the customer shall cooperate with PMGC in addressing any reported service problems.

4.11 SLA credits are applied only upon customer's written request, which must be submitted within 15 working days of a valid support call reporting the incident, and backed up by a reference number to support that claim. This can be submitted to the relevant PMGC staff by 1st class recorded mail, or by email.

4.12 All approved SLA credits claimed by a customer for a given month will be totalled and applied to that customer's next invoice for the Service, or as promptly thereafter as is practical in the event of a dispute.

4.13 No SLAs apply to newly installed services or to service reconfigurations requested by customer, until five business days after:

- The service activation date or
- Completion of the Service reconfiguration, as applicable



Ethernet and Leased Line Terms and Conditions

- 4.14. The SLAs above apply only in respect of service that is provisioned on PMGC's network and, where applicable, to local access circuits provided by PMGC (via third party providers). Service credits will not be approved for network faults or fibre issues outside of our control. See section 4.16 for further detail.
- 4.15 SLA credits provided for in these terms and conditions are customer's exclusive remedy with respect to items covered in these terms and conditions.
- 4.16 Exclusions: no SLA credit shall apply to the failure of the service to comply with an SLA, or to any period of service unavailability, caused, in whole or part, by any of the following:
- A failure of customer's own premises equipment or equipment of a customer's vendor
 - A failure in local access facilities connecting the customer to PMGC's network which are not provided by PMGC
 - Any act or omission of customer or any third party (including but not limited to, Customer's agents, contractors or vendors), including, but not limited to:
 - Failing to provide PMGC adequate access to facilities for testing
 - Failing to provide access to premises as reasonably required by PMGC (or its agents) to enable PMGC to comply with its obligations regarding the service
 - Failing to take any remedial action in relation to a service as recommended by PMGC, or otherwise preventing PMGC from doing so, or...
 - Any act or omission which causes PMGC to be unable to meet any of the SLAs
 - Customer's negligence or wilful misconduct, which may include customer's failure to follow agreed upon procedures
 - Any scheduled maintenance periods when customer has been informed of such maintenance, and emergency maintenance
 - Disconnection or suspension of the service by PMGC pursuant to a right to do so under the general terms and conditions or these terms and conditions
 - Outages attributable to 'off-net circuits', that is:
 - Long haul domestic local access circuits in the USA, between an PMGC PoP and a customer premises which is in a different local access transport area (LATA) and/or
 - Long haul international local access circuits provided in countries in which PMGC does not operate its own network and provides the service using the services of third party providers

5. Term of Service Contract and Termination

- 5.1 The term of each service contract shall start from the date on which, either the individual circuit (for single circuits and/or those with ADSL back up), or the final circuit (for a solution with leased line or Ethernet backup) is installed and made available for service (the activation date). The contract will then continue for the term stipulated within the customer order form. For the avoidance of doubt, the minimum term of contract for leased line/Ethernet services is 36 months. At the end of the term, the contract will automatically renew for a further period of six (6) months, on a rolling six (6) monthly basis, unless PMGC receive prior notice from the customer under the termination conditions stated below.
- 5.2 Either party may terminate such service contract by giving ninety (90) days written notice to the other, such notice to expire no earlier than the end of the initial term as stated on the customer order form. In the case of termination by the customer, any such written notice shall not be effective unless
- Given by 1st class recorded post, or an email to a relevant, named member of staff within PMGC, and by an authorised member of the customer's staff. Such notice must also outline full details of the service contract including all circuit details and addresses to be terminated, and that;
 - PMGC has confirmed receipt of such termination notice by email or letter within five working days of its receipt
- 5.3 In addition to PMGC's other rights, PMGC may end any service contract and/or suspend the provision of any service under a service contract in the following circumstances:
- Immediately following the expiry of 5 working days written notice from PMGC to the customer for non-payment of any charges and payment has not been made following such notice; or
 - Immediately in writing if the customer materially breaches these terms
 - Immediately if bankruptcy or insolvency proceedings are brought against the customer (or its parent company), a receiver or administrator is appointed over any of the customer's (or its parent company's) assets or the customer (or its parent company) goes into liquidation or enters into a voluntary arrangement with its creditors other than for the purposes of reorganisation (or any similar event in its country of incorporation takes place); or
 - As soon as required if PMGC is obliged to, by a decision or direction of any governmental body or regulatory authority
- 5.4 Upon termination of a service contract, all charges incurred by the customer for the use of the services up to the end of the initial term (together with a notice period of ninety (90) days) shall be due and payable in full and on demand and the customer shall have no right to withhold, deduct or set off any such amounts.
- 5.5 Upon termination of a service contract for whatever reason the customer shall immediately stop using the services prescribed in such service contract and the customer's right to use such services shall immediately terminate.
- 5.6 Where PMGC suspends service for customer breach and subsequently reconnects services, the customer may be liable for a reasonable reconnection fee which shall be notified to the customer in advance.
- 5.7 If the customer cancels an order, or requests that an order already placed is significantly modified (e.g. changes in address; service type; point of presence or presentation), prior to the CDD, as defined in the relevant service contract, then notwithstanding PMGC's other rights pursuant to the service contract, the customer shall pay all costs incurred by PMGC as a result of such cancellation or modification. For any other cancellation, the standard cancellation fees (shown in table 5.0) apply.



Ethernet and Leased Line Terms and Conditions

Table 5.0

Reason for cancellation	Cancellation charge payable by the customer (Percentage (%) of installation charge)	Cancellation charge payable by the customer (Percentage (%) of rental charges for the term of contract)
Customer cancels for any reason before TRFS is issued and order accepted by tail provider	0%	0%
Customer cancels for any reason post TRFS issued and order accepted and before site survey carried out	25%	0%
Customer cancels for any reason post site survey but before a CDD is issued	50%	0%
Customer cancels for any reason post issue of a CDD and within 15 working days of the actual CDD	75%	0%
Customer cancels for any reason post issue of a CDD and within 5 working days of the CDD	100%	10%
Customer cancels for any reason post CDD and delivery of service before term of contract expires	100%	100%

*Exceptions: the only exception is when PMGC or their third party decree that the installation costs originally quoted (or which were included over the term if these costs are amortised) are not enough to cover the actual cost of the installation works. Such costs are known as excess construction fees, and these fees (where applicable) will be notified to the customer post site survey. At this point, the order will be placed on automatic 'hold' until the customer agrees (or not) to pay the excess construction fees. The customer has 5 working days to decide, and to notify PMGC in writing to the relevant member of staff of their decision. If the customer agrees to pay, the provisioning service will resume and a CDD issued in due course. Should the customer decline they have the right to cancel their order with no further charges. Should the customer fail to notify PMGC of their decision within 5 working days we may consider the order cancelled and the standard cancellation fees in the table above will apply.

5.8 For the avoidance of doubt, where installation charges are not payable because they are spread over the term or are discounted for a particular service contract, PMGC will base cancellation fees on the rental only, and applying the same percentage fees as in table 5.0. Additionally, PMGC may charge the customer for all costs which it has incurred in relation to provision of the services (e.g. costs associated with network or infrastructure builds or obtaining way leaves, etc) up to and prior to the date upon which it receives the early cancellation request from the customer.

5.9 If the customer cancels a service without cause after the CDD and prior to the end of the initial term, then all charges that would have been payable until the end of the initial term (together with the notice period of 90 days) shall immediately become due and payable.

5.10 For customers taking leased line backup or ADSL back up products, please note section 3.14 with regard to service contract start dates.

6. EFM

6.1 EFM is a term used to describe the 'connection medium' which uses copper, to provide a tail circuit into the customer's premises back to the nearest point of interconnect with the base provider's network, which then subsequently integrates with PMGC network. EFM is also known as Ethernet over copper.

6.2 EFM is delivered using twisted copper pairs from the BTW local access exchange, and can deliver speeds of 1Mb/s to 10Mb/s, or limited ability, or where provision of fibre services end to end would be cost prohibitive (e.g. in rural and semi-rural areas).

6.3 EFM services for Ethernet circuits have the same SLA and terms as in sections 2.0 – 5.0 above, with the exception that the service credits for service unavailability will only be considered if the service is materially affected in the following ways:

- Should a copper pair fail, in this event the other copper pairs providing the service will continue to deliver service. In this instance, should one or more copper pair fail, leading to the availability of less than 50% of the advertised bandwidth rate, the customer will be able to claim service credits in the usual way (section 4). In all instances surrounding copper pair failure, the time to fix is 24 clock hours from time the fault is reported and/or discovered
- In the event of a total loss of service due to the copper access pairs, or any network fault, as with all other leased line products, then full service credits as described in section 4 are available and in accordance with the terms of section 4

7. Wires Only Internet Access and Point to Point Circuits

7.1 Outline descriptions:

- a. 'Wires only' is a term used to identify services which are not supplied by PMGC as 'Managed'. Managed Services are those where PMGC retains ownership, access to, and control of the Customer Premises Equipment (CPE) which enable PMGC to actively support the service supplied and more importantly maintain the SLA. The type of wires only services available are detailed below in 7.1 c) and d).
- b. **IMPORTANT:** Where wires only services are offered, PMGC are not responsible for the CPE chosen by the customer, nor can we advise on whether the chosen (un-tested) CPE should work with our services. PMGC have extensively tested the CPE for all PMGC Managed Services, and whilst it is largely accepted that many third party supplied CPE should work, we cannot be responsible for instances where it does not. The following general criteria should be read and fully understood before taking any wires only service:
 - i. It is our recommendation that the customer should have a good technical understanding of IP Networks, and the ability to support the CPE they supply.
 - ii. For Internet circuits, CPE supplied should be a Layer 3 device capable of supporting BGP (Border Gateway Protocol). Point to point circuits, are Layer 2, and BGP is not required.
 - iii. Note; many entry level enterprise class firewalls will not support BGP.
 - iv. PMGC will provide BGP configuration information and IP addressing
 - v. BGP security passwords are not used by default.
 - vi. Private AS is supplied to the customer as standard.
 - vii. PI and private addressing may be considered as an alternative on a case by case basis (NSSP).
 - viii. PMGC can provide technical assistance to customers wanting a wires only product – e.g. with testing equipment, or researching whether we could support certain CPE, which will be charged at £150 per hour (or £850 a day).
 - ix. Faults; where the customer logs a fault and PMGC are left liable for charges incurred by false errors, abortive site visits, or site visits proving the circuit is not at fault, then any resulting charges will be passed on to the customer.



Ethernet and Leased Line Terms and Conditions

Types of Wires Only Services Available:

- c. Wires only Internet circuits are those where the circuit and network infrastructure are provided in the same way as a fully managed service, but PMGC are not responsible for any termination CPE (i.e. Routers or Firewalls). These devices are supplied and managed by the customer or their end user. Due to the nature of these services, where PMGC is not in control of the CPE, then the SLA is reduced (see 7.2) below that of our Managed service.
 - d. Point to point circuits are those which are completely off-net from the PMGC network. Simply, in this instance, PMGC are reselling our carrier partners local network services to the customer. As for wires only Internet circuits, because this circuit does not touch our network or monitoring equipment, we cannot provide as a fully managed service, and the SLA is reduced (see 7.2). Any specific technical detail which a customer may require to connect such circuits (end-to-end) will be provided from standard documentation on a case by case basis by the off-net provider.
- 7.2 SLA amendments to those in clause 4, specifically for 'unmanaged' circuits. Such circuits referred to generally, but not exclusively, as wires only services, wires only internet access circuits, and point to point (or point to multi point) circuits:
- a. In the event of a fault, PMGC will offer best efforts to the customer to resolve the issue. In the event that a fault is logged, the first checks made by PMGC will be internally and with the carrier providing the tail circuit(s). If they are deemed to be working within normal parameters, then the customer or the Partner managing the CPE device should be on site (or have remote access to) the CPE to manage queries between the device and the PMGC edge network. In these instances it is the customer's responsibility to provide PMGC support staff with correct passwords and administrator rights as required, to help troubleshoot the issue
 - b. PMGC will use best efforts to maintain the SLA for the logical fix i.e. within 6 hours of a fault being registered. However, as we are wholly reliant on the customer or their Partner support company we cannot agree to be bound by these times, and in addition, no compensation will be payable in the event that any published SLA timescales are missed. Similarly, we will endeavour to resolve all physical line faults within the usual 24 - 48 hours, but again there is no compensation available should timescales slip on an unmanaged service
 - c. The demarcation point for PMGC's unmanaged wires only services is the tail circuit carrier's NTE
 - d. The customer or Partner may be required to provide detailed diagnostics from the CPE
- 7.3 Wires only Internet services are only available for single leased lines - no ADSL backup or leased line failover services are available as 'wires only'.
- 7.4 It is the responsibility of the customer to raise a potential fault with the PMGC helpdesk, as wires only services are not monitored proactively by PMGC. Therefore, for these services, section 4.2 of this document is void for wires only services.