



Master Services Agreement

1. Definitions and interpretation in the Agreement:

"Agreement" these terms and condition; the CS agreed between the Parties; the Schedules to these terms and conditions insofar as applied by a CS; and any amendments to them from time to time;

"AUP" means Securus' Acceptable Use Policy attached hereto;

"Business Day" any week day, other than a bank or public holiday in England;

"Business Hours" between 09:00 and 17:30 on a Business Day;

"Charges" the amounts payable by the Customer to Securus under or in relation to this Agreement (as set out in the CS);

"Clause" means a clause of these terms and conditions;

"Confidential Information" means all information which is marked or designated as confidential or should otherwise be considered confidential due to its nature (and includes but is not limited to electronic data or databases, drawings, films, documents, computer readable media or oral information) which is disclosed by one Party (the **"Disclosing Party"**) to the other (the **"Recipient"**) or otherwise obtained by the Recipient in respect of the Disclosing Party and their business and operations. **"Confidential Information"** includes, but is not limited to, commercial, financial and technical information and data and information and data which concern the Parties' current and future products and services, customers, suppliers, licensors and marketing plans (if any) in connection with the provision of the Applications and/or Services or receipt of the Consultancy Services under this Agreement;

"Customer" means the company, firm or person specified in the CS;

"Customer Environment" the Customer's IT infrastructure;

"CS" means the contract schedule, signed by the Parties detailing the Service(s) to be provided;

"Data Protection Legislation" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

"Effective Date" means the date of execution of the Agreement by Securus;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the Party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus that are not protected against via an up to date Anti Virus software package or other malicious software attacks or infections, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, moral rights, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights, rights in any software and all rights in the nature of unfair competition rights or rights to sue for passing off;

"Initial Term" means a period stated in the CS which will commence from the Start Date;

"Securus" Means Securus Communications Ltd (Company No: 07917968);

"Schedules" means any schedules attached to this Agreement;

"Services" means the services provided under the Agreement as specified in the CS and Schedules;

"Start Date" means the date that the Customer acknowledges that the Services are live after being requested to do so by Securus. Confirmation from the Customer will be provided within 2 Business Days of Securus' request for such acknowledgement, failure to provide such acknowledgement will be considered deemed acceptance;

"Term" means the term of the Agreement as detailed on the CS.

In the Agreement, a reference to a statute or statutory provision includes a reference to: (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and (b) any subordinate legislation made under that statute or statutory provision. The Clause headings do not affect the interpretation of the Agreement.

2. Term. The Agreement will come into force on the Start Date and will continue until the end of the Initial Term, upon which it will continue as detailed in the CS.

3. Services.

3.1 Securus will provide to the Customer during the Term the Services

specified in the applicable CS. Any dates for the provision of Services will be estimates only.

3.2 Circa 10 days following a purchase order being accepted from the Customer by Securus a site survey will be carried out to assess the accessibility of the site(s) for the communication line(s). If the results of that survey show that either the 75 day lead time from date of order can't be achieved or additional construction costs are required to access the site(s), the Customer may terminate this Agreement within 10 days of receiving the results of the survey and no Charges will be incurred

3.3 If installation is not completed within 3 weeks of the target date provided (based upon a standard lead time of 75 days from date of order) the Customer has the right to terminate the Agreement, though this doesn't apply to delays caused by wayleave or highway related issues.

3.4 If Securus' performance of its obligations under this Agreement is hindered, prevented or delayed by any act or omission of the Customer, the Customer's agents, sub-contractors or employees, the Customer will be liable to pay Securus on demand all direct costs that Securus has committed to in order to fulfil this Agreement, subject to Securus confirming such costs, charges and losses to the Customer in writing. Securus will use all reasonable endeavours to prevent such losses and if they should arise to minimise them where possible.

4. Customer obligations. (a) The Customer will provide Securus with all timely co-operation, information, access to site(s) in working hours (including Customer personnel assistance), power provision to power the site router(s), data and documentation (to include where to terminate the communications line(s), site contacts and site address(es)) reasonably required for the provision of the Services, and the Customer will be responsible for procuring any third party co-operation reasonably required for the provision of the Services and be responsible (at its own cost) for preparing the relevant premises for the provision of Services; (b) The Services are provided to the Customer only, and the Customer must not resell or otherwise provide or make available the Services to any third party. The Customer shall also ensure that no element of the Customer Environment is connected to a third party system or other service, communications system or network in such a way that the Services may be accessed by unauthorised third parties; (c) For the avoidance of doubt, the Customer agrees and accepts that the Services may be used only for lawful purposes and that transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. The Customer accepts as a condition of this Agreement, to abide by the AUP.

5. Charges and payment

5.1 Securus will issue invoices for the Charges to the Customer in accordance with the provisions of the CS.

5.2 The Customer will pay the Charges to Securus in full without any set off as detailed within the CS.

5.3 All Charges stated in or in relation to the Agreement are stated exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties.

5.4 If the Customer does not pay any amount properly due to Securus under or in connection with the Agreement, Securus may:

5.4.1 charge the Customer interest on the overdue amount at the rate of 2% per year above the base rate of HSBC Bank Plc from time to time (which interest will accrue daily and be compounded quarterly) or at the statutory rate applicable to the late payment of commercial debts, if higher; and

5.4.2 upon the payment not being received 30 days following the due date, and upon giving the Customer 10 working days' notice, withhold performance of the Services until all payment of overdue sums has been made or terminate this Agreement.

5.5 For the avoidance of doubt, at the start of this Agreement and/ or the start of any new Service, the applicable implementation work (if any) shall not begin the Set-up Charges due in advance (if any) in relation to such services, have been received by Securus.

5.6 After the Initial Term, the Charges shall increase annually (on each anniversary of the Start Date) by the rate of increase in the Retail Price Index in the preceding 12 months. The Customer shall receive no less than 7 days' written notice of any such variation. Such variations shall take effect upon expiry of such notice and the Customer may exercise its termination rights, described below, in relation to such variation

6. Warranties

6.1 The Customer warrants to Securus that it has the legal right and authority to enter into and perform its obligations under the Agreement and that any materials or other elements of the Customer Environment provided to Securus by or on behalf of the Customer, and the use by Securus of such in connection with this Agreement, will not infringe any person's Intellectual



Master Services Agreement

Property rights or other legal rights and will not breach any applicable laws or legislation.

6.2 Securus warrants to the Customer: (a) that it has the legal right and authority to enter into and perform its obligations under the Agreement; and (b) that it will perform its obligations under the Agreement with all reasonable care and skill. The warranties under this Clause 6.2 shall not apply to the extent that such non-conformance is caused by use of the Services contrary to Securus' instructions, or modification or alteration of the Services by any other Party other than Securus or its authorised agents.

6.3 Any warranty provided to Securus in respect of third party equipment and/or software supplied under the CS shall, where possible, be transferred to the Customer, subject to any terms or restrictions imposed by the manufacturer.

6.4 Securus does not warrant that any products, outside of what is being provided under this Agreement, will be fit to operate in conjunction with the Services provided under this Agreement.

7. Not used.

8. Limitations and exclusions of liability

8.1 Nothing in the Agreement will: (a) limit or exclude the liability of a Party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a Party for fraud or fraudulent misrepresentation by that Party; (c) limit any liability of a Party in any way that is not permitted under applicable law; or (d) exclude any liability of a Party that may not be excluded under applicable law.

8.2 The limitations and exclusions of liability set out in this Clause 8 and elsewhere in the Agreement: (a) are subject to Clause 8.1; (b) govern all liabilities arising under the Agreement or any collateral contract or in relation to the subject matter of the Agreement or any collateral contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

8.3 The Services under this Agreement are provided "as is" without implied warranties, conditions or other such terms. Furthermore, Securus will not be liable in respect of: (a) any losses arising out of a Force Majeure Event (b) any loss of profits, income, revenue, use, production or anticipated savings; (c) any loss of business, contracts or commercial opportunities; (d) any loss of or damage to goodwill or reputation; (e) any loss or corruption of any data, database or software; (f) any special, indirect or consequential loss or damage.

8.4 Securus's liability under and in relation to this Agreement and any collateral contracts, including for tortious acts or omission including negligence, will in relation to any event or series of related events not exceed the total amount paid or (if greater) payable by the Customer to Securus for the Services under this Agreement during the 12 month period immediately preceding the event or events giving rise to the claim.

9. Confidentiality. (a) Each Party will keep confidential the Confidential Information of the other Party, and will not disclose that Confidential Information except as expressly permitted by this Clause 9; (b) Each Party will protect the Confidential Information of the other Party using at least reasonable security measures; (c) The Confidential Information of a Party may be disclosed by the other Party to its employees and professional advisers, provided that each recipient is legally bound to protect the confidentiality of the Confidential Information; (d) These obligations of confidentiality will not apply to Confidential Information that: (i) has been published or is known to the public (other than as a result of a breach of the Agreement); (ii) is known to the receiving Party, and can be shown by the receiving Party to have been known to it, before disclosure by the other Party; or (iii) is required to be disclosed by law, or by an order (binding upon the relevant Party) of a competent governmental authority, regulatory body or stock exchange.

10. Publicity. Neither the Customer nor Securus will make any public disclosure relating to the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other Party.

11. Termination

11.1 After the Initial Term, either Party may terminate the Agreement in line with the provisions made in the CS.

11.2 Either Party may terminate the Agreement by giving 30 days written notice to the other Party if the other Party: (a) commits any material breach of any term of the Agreement, and: (i) the breach is not remediable; or (ii) the breach is remediable, but the other Party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or (b) persistently breaches the terms of the Agreement, where for the purposes

of this Clause 11, "persistently" shall be defined as twice in any 12 month rolling period

11.3 Either Party may terminate the Agreement immediately by giving written notice to the other Party if: (a) the other Party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other Party; (c) an order is made for the winding up of the other Party, or the other Party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other Party under the Agreement); (d) (where that other Party is an individual sole-trader) that other Party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

11.4 In the event that (i) a fault of the same type occurs at the same site in 3 consecutive months; and (ii) the occurrence of such fault on such consecutive occasions can reasonably be considered to be a material breach of the Agreement, the Customer may terminate the Agreement by giving one month's notice and, for the avoidance of doubt, Securus's right to remedy the fault, under clause 11.2 above, shall not apply.

11.5 In the event of any unauthorised use of the Services by or through the fault of the Customer, Securus shall be entitled to terminate access indefinitely or temporarily as it deems appropriate and to terminate this Agreement as described above in the event of a material breach.

12. Effects of termination

12.1 Termination of the Agreement will not affect either Party's accrued rights (including accrued rights to be paid) as at the date of termination.

12.2 Subject to Clause 12.1, upon termination all the provisions of the Agreement will cease to have effect, save that: the provisions of the Schedules and CS's expressed to survive and continue to have effect will do so in accordance with their terms.

12.3 If the Agreement is terminated under Clause 11.1, or by the Customer under Clause 11.2 or 11.3 (but not in any other case) the Customer will be entitled to a refund of any Charges paid by the Customer to Securus in respect of any Services which were to be performed after the date of effective termination, and will be released from any obligation to pay such Charges to Securus (such amount to be calculated by Securus using any reasonable methodology).

12.4 Save as provided in Clause 12.3, the Customer will not be entitled to any refund of Charges on termination, and will not be released from any obligation to pay Charges to Securus.

13. Non-solicitation. Neither Party will, without the other's prior written consent, during the Term or for a period of 6 months after the end of the Term, directly or indirectly, either for itself or for any other person, firm or company engage, employ or otherwise solicit for employment or hire any employee or contractor of the other party.

14. Intellectual Property Rights ("IPR"). Unless otherwise provided in a CS, all IPR in the Services, in all materials connected with the Services and any and all materials developed or produced in relation to this Agreement shall be owned by Securus or its licensors. The Customer shall not, during the Term of this Agreement or otherwise, permit or cause to occur any infringement of such IPR.

15. Notices. Any notice given under the Agreement must be in writing and must be delivered personally or sent by pre-paid first class post, for the attention of the relevant person, and to the relevant address. A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below): (a) where the notice is delivered personally, at the time of delivery; (b) where the notice is sent by first class post, 48 hours after posting.

16. General

16.1 No breach of any provision of the Agreement will be waived unless such waiver is made expressly in writing by the Party not in breach.

16.2 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant Clause will be deemed to



Master Services Agreement

be deleted).

16.3 Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the Parties.

16.4 The Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.

16.5 The Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

16.6 Subject to Clause 8.1: (a) the Agreement will constitute the entire agreement between the Parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the Parties in respect of that subject matter; and (b) neither Party will have any liability other than pursuant to the express terms of the Agreement.

16.7 The Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

17. Data Protection

17.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

17.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Securus is the data processor (where "Data Controller", "Data Processor", "Personal Data" and "Data Subject" have the meanings as defined in the Data Protection Legislation).

17.3 Without prejudice to the generality of Clause 17.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Securus for the duration and purposes of this Agreement.

17.4 Without prejudice to the generality of Clause 17.1, Securus shall, in relation to any Personal Data processed in connection with the performance by Securus of its obligations under this Agreement:

(a) process that Personal Data only on the written instructions of the Customer unless Securus is required by the laws of any member of the European Union or by the laws of the European Union applicable to Securus to process Personal Data ("**Applicable Laws**"). Where Securus is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Securus shall promptly notify the Customer of this before performing the processing required by the

Applicable Laws unless those Applicable Laws prohibit Securus from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or Securus has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Securus complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) Securus complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a Personal Data breach;

(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 17 and allow for audits by the Customer or the Customer's designated auditor.

17.5 The Customer does not consent to Securus appointing any third party processor of Personal Data under this Agreement.

17.6 Either Party may, at any time on not less than 30 days' notice, revise this Clause 17 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

Service Schedule – IPVPN MPLS and Internet Access



Definitions that will apply within this schedule

"Downtime / Downtime Hours" means the time (during the time the Services are contracted to be provided to each Service Site in accordance with the CS) calculated on a per second basis after an interruption has been reported, or detected by the Securus monitoring Service, in accordance with this Agreement during which the Services are not available at the Service Sites, excluding (a) all interruptions to Services for planned maintenance or other causes agreed in advance, and (b) interruptions resulting from a Force Majeure Event or any breach of this Agreement by the Customer;

"Service Sites" means the locations owned or occupied and controlled by the Customer identified in the CS to which Services are to be provided; and

"Services" means the provision of the managed IP VPN MPLS Services described in paragraph 2.1; Centralised Internet Access Services described in paragraph 3; and Internet Access Services described in paragraph 4;

"Supplied Equipment" means equipment, hardware and software listed in the CS which Securus agrees to provide in order to provide the Services to Service Sites.

References in this Schedule to "clauses" and "paragraphs" or "Paragraphs" are to the clauses and paragraphs of this Schedule, unless otherwise stated.

2. **IPVPN MPLS Services** (This Paragraph 2 will apply if and only if IPVPN MPLS Services are specified in a CS.)
 - 2.1 Managed IPVPN MPLS Services comprise: (a) provision and support of access line services to the MPLS core network; (b) installation, configuration and ongoing management and maintenance of the Supplied Equipment identified in respect of each Service Site detailed in the CS; (c) provision of Helpdesk Services for fault reporting.
 - 2.2 Subject to clause 7, Securus will use reasonable endeavours to provide the service availability in accordance with the relevant CS, for managed IPVPN MPLS Services at each Service Site.
3. **Centralised Internet Access Services (If Applicable)** [This Paragraph 3 will apply if services specified in a CS.]
 - 3.1 Centralised Internet Access Services delivers Internet bandwidth speeds from 1Mbps to 1Gbps at a pre-set maximum Committed Information Rate (CIR).
 - 3.2 IP address allocation: IP addresses will be allocated as required in accordance with RIPE regulations. These addresses will be allocated from a range controlled by Securus, are non-transferable and remain under the exclusive control of Securus.
 - 3.3 Bandwidth changes: subject to entering into a new CS and the payment of appropriate charges, the Customer may increase the CIR bandwidth within the range allowed for Internet at any time. The Customer may reduce the CIR bandwidth during the Initial Term provided it is no less than the CIR bandwidth ordered. After the Initial Term the Customer may reduce CIR bandwidth without restriction.
4. **Internet Access Services (If Applicable)** [This Paragraph 4 will apply if services specified in a CS.]
 - 4.1 Internet Access Services comprises: (a) the provision and support of access line services to the Internet; (b) installation, configuration and ongoing management and maintenance of the Supplied Equipment identified in respect of each Service Site in the CS; (c) provision of Helpdesk Services (the details of which are available online) for fault reporting, to Service Sites.
 - 4.2 Subject to clause 8 below, Securus will use reasonable endeavours to provide uptime service availability in accordance with the relevant CS, for Internet Access Services at each Service Site.
5. **Customer responsibilities**
 - 5.1 The Customer shall ensure: (a) that Securus and any of its representatives are allowed unencumbered access to all relevant locations where Services are provided and all reasonable requests for information and support are promptly met; (b) the accurate and timely completion of all agreed checks required by Securus to diagnose and repair faults; (c) that all Supplied Equipment is not moved from the location where it is installed without consultation with Securus to minimise the potential for accidental damage and ensure equipment can operate in accordance with normal manufacturers guidelines and parameters; (d) all other related peripherals and equipment supplied and managed by the Customer are in good working order and comply with manufacturer's guidelines for their use and, to the extent that the delivery of the Services is dependent upon them, that they are compatible with such Services.
 - 5.2 The Customer shall ensure that: (a) Securus (and its agents and other representatives) has unencumbered access to the Customer Environment to the extent necessary for the proper performance of this Schedule; (b) the Services and Supplied Equipment are not misused and that no person attempts to access, reverse engineer, decompile or disassemble any of them or any other hardware or software owned installed or introduced by Securus or Securus' agents or representatives without prior written permission.
 - 5.3 The Customer shall be responsible for any loss or damage to the Customer Environment or the Supplied



Equipment which is caused by any form of interference by any person other than at the request or instruction of any person employed or retained by Securus its agents or representatives.

6. Routine Maintenance

Routine maintenance of the Services may average up to 2 hours each calendar month. Routine maintenance may include, but is not limited to core switch or infrastructure upgrades, software patches and increases in the central capacity of the Service. Routine maintenance will generally be carried out between 12am and 6am on a Sunday, though routine maintenance is not limited to this period. Securus will use reasonable endeavours to give advance notice of routine maintenance and liaise with the Customer to ensure that disruption to the Services is kept to a minimum. Services will not be considered unavailable during pre-notified maintenance.

7. Reporting Faults/ Service disruptions

The Customer shall report all faults relating to the provision of Services at the earliest possible opportunity. For the purposes of clause 9.1, a disruption shall be deemed to constitute a major fault under clause 9.1(a) unless and until the Helpdesk is notified that the Customer considers that the disruption does not constitute a major fault to which that paragraph 9.1(a) should apply. When reporting a fault the Client should: (a) give a contact name and telephone number for the person making the report; (b) identify the Service Site to which the fault relates; (c) describe the fault; (d) request and retain any relevant fault reference number; (e) be ready and able to undertake and report the results of testing procedures requested by Securus, its agents, or assigns, to identify the cause and potential remedy for the fault. (Such testing procedures may include a visual check of on site hardware, verifying the status of the hardware display LED's, basic check of cable seating and power is switched on. The support personnel may also request a hardware reboot via the power switch on the hardware).

8. Network Availability

- 8.1 Core network availability: Securus will use reasonable endeavours to ensure that Services are available for a Percentage Availability at Service Sites of 99.2% for IPVPN MPLS Services and Internet Access Services and 99.8% for Centralised Internet Access of the uptime service level detailed in the CS.
- 8.2 Individual Service Site network availability: Securus will use reasonable endeavours to ensure that Services are available at each of the Service Sites for a Percentage Availability of no less than the availability percentages shown in 8.4.
- 8.3 Percentage Availability: Percentage Availability is determined as $100 \times \text{TOT-TNT} / \text{TOT}$, where TOT = the aggregate number of uptime service hours specified in the CS for the provision of Services to Service Sites (or under clause 8.2, the relevant Service Site) each month; and TNT = the aggregate number of downtime hours in the relevant month at all the Service Sites (or under clause 8.2, the relevant Service Site).
- 8.4 The Service(s) will meet the targets shown below, and failure to meet said targets will be considered a fault:

Service Delivery Method	Latency	Packet Loss	Service Availability
ADSL	<150ms	<.05%	97%
Fibre Ethernet	<100ms	<.05%	99.2%
Datacentre Interconnect Ethernet	<100ms	<.05%	99.9%

9. Fault repair

- 9.1 Following the report of a fault in accordance with clause 7, or the detection of a fault by the Securus monitoring Service, or Securus otherwise becoming aware of any fault, Securus will use reasonable endeavours to ensure that the average elapsed time (calculated at the end of each relevant month) after a fault has been reported or detected to the time that the service is provided in a way that the fault does not have an adverse business impact on any part of the Customer's business does not exceed 5 hours.
- 9.2 Securus will use reasonable endeavours to notify the Customer of progress in relation to remedying faults. If during the diagnosis the root cause is found not to be network-related Securus will endeavour to advise on potential areas of end-to-end service disruption (e.g. LAN, or application fault).
- 9.3 Service restoration and fault repair times targets specified above shall not apply if: (a) the problem results from interference for which the Customer is responsible or liable under clause 5 or lies with the Customer Environment, or (b) arises as a result of Securus, its agents or assigns not being able to gain access to Supplied Equipment, the Customer Environment or other equipment controlled by the Customer or is dependent on a third party for resolution of the incident, or (c) Customer is unable or fails to provide appropriate on-site assistance with basic diagnosis of the service (a fault outside of business hours will be notified to the nominated representatives of the Customer, so that they are able to decide whether to attend site or not) ; or (d) Securus, its agents and assigns are prevented from achieving targets as a result of a Force Majeure Event. With regards to (a) above, if, in the opinion of Securus, the Customer Environment is likely to cause disruption to the Services, Securus may request that the Customer disconnects from the Services until advised that reconnection is possible. Securus may also require changes such as upgrades or equipment replacement to be made to the Customer Environment prior to reconnection.