

SD-WAN

(including advanced MX Security & Wireless LAN):

Service Schedule

The following terms and conditions shall apply where, pursuant to a Customer Order, the Customer orders any of the following SD-WAN (Software Defined Wide Area Network) services:

1. SD-WAN and Security based on Cisco Meraki model MX and Z series
2. Managed CPE based on Cisco Meraki model MS series
3. Wireless LAN based on Cisco Meraki model MR series

As part of, or in connection, with its managed or unmanaged SD-WAN offerings, Viatel uses, or makes available, certain third party equipment, software and services of Cisco Systems Inc (or its affiliates).

In circumstances where Customer purchases this part of a monthly subscription service, or the fully managed service, the Customer shall be licenced to use the Cisco Software in accordance with the following linked documents, which are incorporated into the Viatel General Terms and Conditions by this reference, and for the purposes of the linked documents below, references to "you", or "your" shall refer to the entity that has engaged Viatel to provide the applicable offerings (i.e. the Customer), and references to Cisco shall be read as references to Viatel Ireland limited. The governing law shall be Irish Law and the terms shall be subject to the jurisdiction of the Irish Courts.

https://www.cisco.com/c/dam/en_us/about/doing_business/legal/seula/meraki-seula.pdf

<https://www.cisco.com/c/en/us/products/end-user-license-agreement.html>

In other cases where the Customer prefers an upfront purchase the relevant software shall be licenced directly by Cisco to the Customer. Customer shall contact Cisco Meraki directly for all hardware and software related support in accordance with:

<https://meraki.cisco.com/support#overview>

<https://meraki.cisco.com/support#policies>

<https://meraki.cisco.com/support#process>

Support tickets can also be logged within the Cisco Meraki customer dashboard

https://account.meraki.com/secure/login/dashboard_login

Multi-Site Solution Products: As the Viatel service consists of a single solution delivered over multiple sites, each site will be installed and connected as available, notwithstanding that the overall solution cannot be delivered until the final site is connected. Viatel will commence billing the individual sites on installation, at the solution price per site stated on the Order Form, and the Customer agrees to pay Viatel on that basis. The Initial Term of the contract runs from the delivery by Viatel of the full multi-site solution.

1. Technical Specification

The SD-WAN services comprises of a hardware (model name) and software (license type). An active license is needed at all times for the service to function.

a. SD-WAN and Security based on model MX and Z series

The mode specification provided is as per:
https://meraki.cisco.com/lib/pdf/meraki_datasheet_mx.pdf

and
https://meraki.cisco.com/lib/pdf/meraki_datasheet_z_series.pdf

The Enterprise and Advanced Security License type differentiation is as per
https://documentation.meraki.com/zGeneral_Administration/Licensing/Cisco_Meraki_Licensing_Guidelines_and_Limitations#MX_Licensing_Options

Key features included are as per <https://meraki.cisco.com/products/appliances#features>

b. Managed CPE based on model MS series

The mode specification provided is as per
https://meraki.cisco.com/lib/pdf/meraki_datasheet_ms_family.pdf
 Key features include are as per <https://meraki.cisco.com/products/switches#features>

c. Wireless LAN based on model MR series

The mode specification is as per <https://meraki.cisco.com/products/wireless#models>
 Key features include are as per <https://meraki.cisco.com/products/wireless#features>

2. Service Terms

SD-WAN services are provided as a subscription service with Viatel retaining the ownership of the hardware and software. Service inclusions will be listed within the ‘Service Specific Terms and Conditions’ of the Viatel Order Form. Viatel order acceptance is subject to clarifications regarding ‘Initial configuration and policy set-up’ requirements.

For service exclusions or customer requested change requests, Viatel’s professional services charges will be applicable as per the following table.

Item	Description	Once-off Charges
1	Professional fees, Hourly Rate Viatel NOC Hourly charges for remote configuration and change requests	€100
2	Professional fees, Half Day Rate Engineer Half Day on-site support charges	€500
3	Professional fees, Day Rate Engineer Full Day on-site support charges	€900
4	Expedited support charges (per change request)	€100
5	Project Management charges	Bespoke depending on requirements

3. Support Process

Viatel support is limited to the diagnosis of specific faults limited to the hardware and software used to deliver Advanced MX Security and applicable to security-as-a-service (monthly subscription) service only. The Customer shall report the fault to Viatel’s NOC department by telephone (1890 940 404, 1800 718 518 or +353 (0) 1 2569210) or via e-mail (to: noc@viatel.com) or such other telephone number or e-mail address as may be notified to the Customer by Viatel from time to time. Viatel will trigger case escalations as necessary by priority level to ensure timely resolution of all cases. Case escalations are handed by Viatel’s NOC.

3.1 Support Response Time

Viatel will prioritise incident tickets raised based on the severity of the incident or request along with the table below.

Priority	Impact	Description	NOC Update
Priority 1 -	Major Impact	The network is inoperable or the performance of the network is so severely reduced that Licensee cannot reasonably continue to operate the network because of the Error and the Error cannot be circumvented with a Workaround.	Every 2 hours
Priority 2	Moderate Impact	The network’s performance is significantly degraded such that Licensee’s Use of the network as permitted is materially impaired, but the Error can be circumvented with a Workaround.	Every 8 hours
Priority 3	Minor Impact	Licensee is experiencing a performance, operational, or functional Error that can be circumvented with a Workaround and the Error causes only minimal impact to the Licensee’s ability to Use the network as authorized.	Every 24 hours
Priority 4	General Questions	There is no issue with network performance or operation. These include standard questions on network configuration or functionality, network enhancement requests, or documentation clarification.	5 working days

3.2 Hardware Support

Hardware Support response and fix times are measured from the time when Viatel logs the fault, having first identified that fault as being a Viatel Hardware Support issue. A fault shall be deemed rectified when Viatel records that fault as having been fixed. The support level included by default is silver or standard hardware support. Service inclusions will be listed within the ‘Service Specific Terms and Conditions’ of the Viatel Order Form.

Support Level Options	Fix Time
Gold or Advanced Hardware Support	On-Site Hardware Support service providing Managed CPE fix within 4 clock hours, measured from Viatel (acting reasonably) accepting the fault as a Managed CPE fault, such acceptance and fix times to be

	measured between 00:00 and 24:00, Monday to Sunday, including local public, statutory and bank holidays.
Silver Or Standard Hardware Support	On-Site Hardware Support service providing Managed CPE fix by the end the Business Day after the Business Day of notification, measured from Viatel (acting reasonably) accepting the fault as a Managed CPE fault, such acceptance and fix times to be measured in Business Days.

Subject to the terms of the hardware support option, the Customer shall be entitled to a credit for a hardware failure that is not rectified within the specified fix times of the relevant hardware support option, as follows, where "Hours Out of Agreed Fix Time" are measured based on the time that the actual fix time exceeded the fix time of the Customer Order and the relevant support level option indicated in the Customer Order.

Hours Out of Agreed Fix Time	Credit (% of monthly recurring charge for the Service)
Less than 2 hours	5%
2 hours - < 4 hours	10%
4 hours - < 8 hours	15%
8 hours and above	20%

4. Data Protection

'Out of Band Control Plane' architecture as described here <https://meraki.cisco.com/trust#oob> separates network management data from user data. Management data (e.g.configuration, statistics, monitoring, etc.) flows to Cisco Meraki cloud over a secure Internet connection. User data (eg. web browsing, internal applications, etc.) does not flow through the cloud, instead flowing directly to its destination on the LAN or across the WAN. The solution provided is state-of-the-art technology powered by Cisco but does not guarantee 100% protection against various sophisticated attacks.

Cisco Meraki EU Privacy and Data Protection Compliance terms are as per <https://meraki.cisco.com/trust#privacy> and <https://meraki.cisco.com/trust#gdpr>

THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ONCE THE CUSTOMER ORDER HAS BEEN SIGNED BY THE CUSTOMER AND ACCEPTED BY VIATEL, THIS SERVICE SCHEDULE WITH THE RELEVANT GENERAL TERMS AND CONDITIONS WILL FORM A LEGALLY BINDING CONTRACT BETWEEN THEM