



TERMS

Service specific terms

Use of network virtualisation appliances

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Use of network virtualisation appliance

1 The basics

- 1.1 These Service Specific Terms are supplemental to the Terms of Service and the applicable Order Form entered into between Evolving Networks and you, our Customer. Each reference to “the Service” in these Service Specific Terms is a reference to the service detailed in the applicable Order Form relating to the Network Virtualisation Appliance(s) (as defined below) which is/are provided pursuant to the Contract between us.
- 1.2 In particular, these Service Specific Terms are supplemental to Condition 8 of the Terms of Service (titled “Our hardware”) which should be read in conjunction with these Service Specific Terms if we are providing an item of CPE to deliver the Service.
- 1.3 All capitalised terms defined in the Terms of Service shall have the same meaning in these Service Specific Terms. A “Network Virtualisation Appliance” (or “NVA”) is a managed virtual network instance which may be delivered using an item of CPE that we provide to you or via software which we install and maintain on your infrastructure (in which case Condition 4 below will apply) or on our own infrastructure. By way of example only, it could be:
 - 1.3.1 a firewall or other security service;
 - 1.3.2 a server providing DHCP or DNS;
 - 1.3.3 a network switch;
 - 1.3.4 a router for an unmanaged link or
 - 1.3.5 a High Availability port extender.
- 1.4 Your attention is drawn to Condition 5.1 (Service Specific Terms) of the Terms of Service and we ask you to raise any queries regarding the contents of these Service Specific Terms before submitting an Order Form to us.
- 1.5 From time to time we may need to make changes to these Service Specific Terms to reflect regulatory or technological changes affecting the Services. Following publication on our website or communication to you, the updated version of these Service Specific Terms will apply to your Contract with us.

2 Duration of loan

- 2.1 The duration of our loan of the NVA to you shall be as defined in the applicable Order Form or agreed in writing (including email) between us. If we have not agreed a loan period (for example, we have shipped a NVA to you on a “use or return” basis) then you may terminate the loan of the NVA by giving us 30 days’ prior notice at any time and, subject to Condition 2.2 below, we will charge you for your use of the NVA up until the expiry of the 30 day notice period. You must return the NVA to us in accordance with Condition 8 of the Terms of Service.



- 2.2 If we supplied the NVA to you on a “use or return” basis and you have chosen not to activate and use the NVA then you will not incur any service charge and you should return the NVA to us in accordance with Condition 8 of the Terms of Service within 30 days of receipt of the NVA.
- 2.3 If you fail to return the NVA to us following the termination of the loan of the NVA or your decision not to activate and use the NVA provided on a “use or return” basis then Condition 8.9 of the Terms of Service shall apply.
- 2.4 For the avoidance of doubt, Condition 2.2 of the Terms of Service shall not apply to the duration of your use of the NVA.

3 Service limitations

- 3.1 We will configure the NVA for you in accordance with the instructions you give to us from time to time.
- 3.2 We do not guarantee that the configuration of the NVA or the performance of the Service will prevent viruses or other harmful or malicious software from getting onto your Computer Systems, or prevent attacks or other computer misuse in relation to the Customer Systems. The nature of malicious software is such that the software on the NVA will need to be patched from time to time to minimise the evolving risk of a malicious attack penetrating or infiltrating the NVA. However, (and subject to the foregoing):
 - 3.2.1 it is our responsibility to provide the Service in accordance with Condition 6.1 of the Terms of Service (Standard of Service); and
 - 3.2.2 subject to Condition 16.6 (Our liability to you) of the Terms of Service, we will use reasonable endeavours to extend to you the benefit of any warranty or other contractual recourse that we may have against an Evolving Networks Supplier in respect of any fault within the NVA and/or any defective Resold Service.

4 Access to your virtualised hosting platform

- 4.1 If you request that we provide the Service by installing the NVA on your virtualised platform then you must provide us with the appropriate access to your platform to enable us to install and maintain the Service for so long as we are providing the Service.





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