

**SCHEDULE Q: SERVICE DEFINITION FOR HSCN CONNECT**

**1. HSCN Connect Service Description**

Exponential-e will either provide a managed point-to-point private data connection over the Smart Wires Service(s) from the End User Site or Exponential-e will provide a managed or unmanaged centrally delivered connection via new or existing WAN VPLS instance to allow access to HSCN peering exchange.

Exponential-e provides only the connection to the HSCN peering exchange and is not the provider of the actual HSCN service itself. In order for Exponential-e to connect customers to the HSCN peering exchange, the End User will need to be in possession of a valid ODS code and have a signed HSCN Connection Agreement in place with NHS Digital. Further details can be found online at <https://digital.nhs.uk/health-social-care-network/new-to-hscn/connecting-to-hscn>. By placing an order with Exponential-e for HSCN Connect, the Partner is warranting that such permissions are in place and such requirements have been met.

Migration from N3 / Transition network to HSCN

Existing N3 / Transition network customers are able to migrate their existing N3 / Transition network IP address ranges to HSCN Connect, following the NHS and BT TACO process. Exponential-e supports “Standard Migration” (Templates A and C), where BT will clear the End User’s existing configuration remotely, remove from systems, billing and reporting and allow Exponential-e to retain IP Addressing for the End User. “Non-Standard Migration” (Template F Bespoke) is also supported, which applies to CoIN’s, hosted voice and voice gateways and service critical Ethernet services to major End User Sites that are being migrated to Exponential-e.

End User Premise Equipment (EUPE)

As part of a managed HSCN Connect Service, Exponential-e will provide and manage a Layer-3 device or devices (as set out on the Order Form), any Layer-3 devices provided are Exponential-e Equipment; ownership will not pass to the Partner / End User. The Partner / End User is responsible for receiving the configured EUPE (and any replacements thereof) and is responsible for carrying out installation in accordance with the written instructions provided by Exponential-e. Exponential-e will provide up to one hour of telephone support during installation.

**2. HSCN Connect Service Demarcation Point (SDP)**

The HSCN Connect SDP is the point up to which (i) Exponential-e’s HSCN Connect service obligations apply and (ii) the HSCN Connect Service Level Agreement covers. The End User-facing Ethernet port(s) on the managed Layer-3 device is the default SDP. When no EUPE is being provided, the SDP will be the End User-facing Ethernet interface of the nearest Exponential-e switch.

**3. Target Service Commencement Dates**

|   |                   |
|---|-------------------|
| HSCN Connect Service (new install)            | 45 Working Days*  |
| HSCN Connect Service (Standard Migration)     | 120 Working Days* |
| HSCN Connect Service (Non-Standard Migration) | 150 Working Days* |

\* From Order acceptance. It is assumed all comms rooms are ready.

**4. HSCN Connect Service Level Agreement**

Target Availability

The HSCN Connect Service availability is defined, as the ability to send and receive a data packet to or from from HSCN peering to the End User’s VPLS instance or the End User Site (as applicable). This is only measured as PoP to PoP, as the availability of any access infrastructure which connects the End User Site to Exponential-e’s PoP(s), falls under the Smart Wires Service.

|                      | Target Availability |
|----------------------|---------------------|
| HSCN Connect Service | 99.999%             |

Service Credits

|              | Measure           | Service Credit* |
|--------------|-------------------|-----------------|
| Availability | >0.1 Below Target | 5%              |
|              | >0.5 Below Target | 10%             |

\* The Service Credit is applied as a percentage of the Monthly Charge for the affected HSCN Connect Service for the affected End User Site/WAN VPLS only.

## 5. Additional Terms applicable to HSCN Connect Service

The following terms apply to the provision of the HSCN Connect Service by Exponential-e in addition to the General Terms and the terms and conditions set out in the main body of this Service Document.

These terms are required to be included in all contracts for the HSCN Connect Service by the HSCN Authority and the HSCN Authority recommends the Partner read the guidance published at <https://digital.nhs.uk/health-social-care-network> before entering into the Contract with Exponential-e for the HSCN Connect Service. Irrespective of anything to the contrary in the General Terms, the Parties agree that the terms and conditions set out in this section of this Service Definition, shall have precedence over any conflicting terms and conditions set out elsewhere in the Contract.

5.1 In this Service Definition, the following terms below shall have the meaning given below:

|   |   |
|---|---|
| “CN-SP Deed”                                    | means the deed required by the HSCN Authority to be signed by any CN-SP in order for it or its subcontractor to deliver HSCN Connectivity Services;   |
| “Connection Agreement”                          | means the agreement setting out the obligations and requirements for organisations wanting to connect to the HSCN, together with all documents annexed to it and referenced within it;  |
| “Consumer Network Service Providers” or “CN-SP” | means an organisation that is supplying or is approved to supply HSCN Connectivity Services having achieved the appropriate HSCN Compliance;  |
| “Good Industry Practice”                        | means the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;     |
| “Health and Social Care Network” or “HSCN”      | means the government’s network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate;   |
| “HSCN Authority”                                | means NHS Digital (the Health and Social Care Information Centre);  |
| “HSCN Compliance” or “HSCN Compliant”           | means a status as detailed in the document "HSCN Compliance Operating Model", as set out at <a href="https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers">https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers</a> , and as updated by the HSCN Authority from time to time; |
| “HSCN Connectivity Services”                    | means any service which is offered by a CN-SP to provide access to and routing over the HSCN;   |
| “HSCN Consumer”                                 | means a recipient of HSCN Connectivity Services;  |
| “HSCN Consumer Contract”                        | means any agreement pursuant to which a CN-SP (or Sub-contractor of a CN-SP) agrees to supply HSCN Connectivity Services to a HSCN Consumer;  |
| “HSCN Obligations Framework”                    | means the obligations as available at <a href="https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers">https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers</a> which may be updated from time-to-time by the HSCN Authority;   |
| “HSCN Solution Overview”                        | means the document containing the architecture and technical solution for HSCN (the latest version can be accessed at <a href="https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers">https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers</a> );                              |
| “Material Sub-contractor”                       | means a sub-contractor (including any affiliate or group company) of a CN-SP in relation to HSCN Connectivity Services which, in the reasonable opinion of the HSCN Authority, performs (or would perform if appointed) a substantive role in the provision of all or any part of the HSCN Connectivity Services; and         |

“NHS Digital CareCERT” means the NHS Digital Care Computing Emergency Response Team, that provide cyber security intelligence and advice to the Health and Care System using links across the public sector and with partners in industry.

- 5.2 Exponential-e shall ensure that the HSCN Connect Service that it supplies pursuant to the Contract shall have been awarded HSCN Compliance and shall retain at all times HSCN Compliance.
- 5.3 Exponential-e shall ensure that the HSCN Connect Service that it supplies pursuant to the Contract is delivered in accordance with the HSCN Obligations Framework.
- 5.4 The Partner shall ensure (and shall procure that the End User shall ensure) that any HSCN service consumer environment used to consume the HSCN Connect Service supplied pursuant to the Contract, shall be provided and maintained in accordance with the Connection Agreement;
- 5.5 Each of the parties warrants and undertakes that they shall throughout the term, immediately disconnect the HSCN Connect Service, or consumer environment (as the case may be) from all other HSCN Connectivity Services and consumer environments where specifically requested in writing by the NHS Digital CareCERT (or the HSCN Authority acting on behalf of NHS Digital CareCERT) where there is an event affecting national security, or the security of the HSCN.
- 5.6 The Parties acknowledge and agree that the HSCN Authority shall not be liable to them or any other party for any claims, proceedings, actions, damages, costs, expenses and any other liabilities of any kind which may arise out of, or in consequence of any notification pursuant to clause 5.5 above.
- 5.7 Each of the parties acknowledges and agrees that clauses 5.5 and 5.6 are for the benefit of and may be enforced by the HSCN Authority, notwithstanding the fact that the HSCN Authority is not a party to this agreement, pursuant to the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt such appointment shall not increase any liability of Exponential-e beyond the scope of their existing liabilities under the Contract, the CN-SP Deed or the HSCN Obligations Framework.
- 5.8 Exponential-e shall procure that any Material Sub-contractor shall comply with the terms of the Contract in relation to their provision of HSCN Connectivity Services.
- 5.9 Where any level of standard, practice or requirement associated with any Exponential-e obligation referenced in these terms and conditions, the HSCN Obligations Framework, the HSCN CN-SP Service Management Requirement Addendum or the HSCN Consumer Contract conflicts with another level of standard, practice or requirement associated with any Exponential-e obligation or with Good Industry Practice, then the higher standard or requirement or best practice shall be adopted by Exponential-e. In the event that Exponential-e cannot determine which represents the higher standard or requirement or best practice, Exponential-e shall seek guidance from the HSCN Authority which shall reasonably determine which is the level of standard, practice or requirement that is the most favourable from a HSCN Consumer perspective, and thus with which standard or best practice to comply.
- 5.10 If Exponential-e fails to provide any part of the HSCN Connect Service as required under this HSCN Consumer Contract, it shall, in accordance with the guidance documentation published at <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>, be directly liable to the HSCN Consumer in respect of such HSCN Connectivity Services.
- 5.11 The Partner shall (and shall procure that the End User shall) share all records and information with the HSCN Authority as are reasonably requested by the HSCN Authority in connection with the monitoring and operation of the HSCN network described in the HSCN Solution Overview Document.