

## Supplementary terms for the supply of Broadband Services

The Services set out in these Supplementary Terms shall be supplied by Connaught to the Customer on the terms and conditions set out in Connaught's General Terms and Conditions and these Supplementary Terms.

### 1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Bandwidth' means data transfer rate.
- 1.2 'Broadband' means an asymmetrical, contended Tail Circuit that is based on (a) single copper pair connectivity between the Customer's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange (b) fibre connectivity between the Customer's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange or (c) single copper pair connectivity between the Customer's premises and the Exchange.
- 1.3 'Broadband Services' means Core Network Services, Tail Circuit Services and access to the Public Internet.
- 1.4 'Core Network' means Connaught's telecommunication network extending between its various Points of Presence.
- 1.5 'Core Network Services' means the services as set out in the Order, provided to the Customer by Connaught including the availability and monitoring of the Core Network.
- 1.6 'Customer Premises Equipment' ('CPE') means Equipment which facilitates connection to the Broadband Services, including router(s) and modems, that are provided by Connaught under the terms of this Agreement.
- 1.7 'Data Allowance' means the monthly maximum data throughput which is included in the monthly Charge.
- 1.8 'Downtime' means a period during which the Broadband Services are not available for use.
- 1.9 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Connaught is unable to provide prior notice of.
- 1.10 'End User' means a user of the Services subscribed to by the Customer.
- 1.11 'Line' means connection to an exchange, which may be one of a single analogue line, a line in a multi-line group, an ISDN2 line comprising a two-channel digital line or a single ISDN30 line.
- 1.12 'Local Area Network' ('LAN') means the Customer's local area network which is connected to the customer-network-facing port(s) of the Customer Premises Equipment.
- 1.13 'Managed Service' means the provision of Broadband Services including the Customer-premises based Network Terminating Equipment and the provision and remote management of the Customer Premises Equipment.
- 1.14 'Micro-Enterprise' means a Customer that employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed €2 million (approximately £1.7 million), as defined in Commission Recommendation 2003/361/EC and General Condition C1.
- 1.15 'Network' means Connaught's Core Network and any Tail Circuits attached thereto.
  - 1.16 'Network Terminating Equipment' ('NTE') means the Equipment supplied by Connaught that terminates the Tail Circuit at the Client's premises, which includes a single socket for the connection of the CPE or the Customer's own equipment, as set out in the Order.
  - 1.17 'Outage' means the Customer's circuit is unable to transmit or receive data.

- 1.18 'Planned Maintenance' means any period of maintenance for which Connaught has provided prior notice.
- 1.19 'Point of Presence' means a termination of the Core Network at an exchange, which may be a telephone exchange, data centre or an internet exchange.
- 1.20 'PSTN' means packet switched telephone network.
- 1.21 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.22 'Service Component' means a component of the Broadband Services
- 1.23 'Services' means Broadband Services and management services including service desk and maintenance services.
- 1.24 'Site' means the Customer- owned or occupied location(s) as set out in the Order, at which Connaught's Tail Circuit Services terminate.
- 1.25 'Tail Circuit' means the telecommunications circuit which links the Customer's Site to the Core Network.
- 1.26 'Tail Circuit Services' means the services provided by Connaught for the connection of the Customer's local area network to the Core Network as set out in the Order.
- 1.27 'Wires Only Service' means the provision of Broadband Services including the Customer-premises based Network Terminating Equipment, but excluding the provision of Customer Premises Equipment and the remote management thereof.

## **2. TERM**

- 2.1 This Agreement will be deemed effective on the Commencement Date and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 If the Customer is a Micro Enterprise Customer, Connaught shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Customer of changes to charges and any other changes to the terms of this Agreement. In the event that:
  - 2.2.1 The Customer expressly agrees; this Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term;
  - 2.2.2 The Customer does not expressly agree; this Agreement shall terminate at the end of the Minimum Term (or subsequent Additional Term).
- 2.3 If the Customer is not a Micro Enterprise Customer, this Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for Additional Terms. The duration of each Additional Term shall be one year. Connaught shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Customer of changes to charges and any other changes to the terms of this Agreement. In the event that:
  - 2.3.1 The Customer serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or any Additional Term thereafter;
  - 2.3.2 The Customer notifies Connaught of acceptance of changes, the Agreement shall continue in force for an Additional Term;
  - 2.3.3 The Customer fails to notify Connaught of acceptance of changes and fails to serve notice to terminate, such failures to notify Connaught shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.
  - 2.3.4 Where the Customer qualifies as a Micro-Enterprise under Clause 1A of the General Terms, the protections outlined therein (including reduced notice periods and exclusions from certain charges) shall apply.

### 3. PROVISION OF SERVICES

3.1 The Broadband Services comprise a core network service that routes traffic to and from the Public Internet and FTTC or ADSL based access services which link the Customer's Site to the core network. The Broadband Service comprises the following Service Components:

- 3.1.1 Tail Circuit Services;
- 3.1.2 Core Network Services;
- 3.1.3 Access to the Public Internet;
- 3.1.4 A service desk;
- 3.1.5 Plus the following options:
  - a) The pre-configuration and supply of Customer Premises Equipment to the Customer's Site;
  - b) Connaught Converged Broadband Services;
  - c) Connaught Assured Voice Broadband Services;

The Service Components to be provided under the terms of this Agreement are set out in the Order and are described in the Service Schedule.

- 3.2 For the avoidance of doubt, Connaught shall not provide email or web-hosting facilities under the terms of this Agreement.
- 3.3 Connaught shall provide IP data packets to the boundary of the Customer's network, that is, the customer-network-facing connection to the Customer Premises Equipment, or, if the Broadband Service is delivered as a Wires Only Service, the customer-network-facing connection to the Network Terminating Equipment.
- 3.4 Connaught shall use reasonable endeavours to provide the Broadband Services twenty four hours per day, subject to the limitations set out in this Agreement
- 3.5 Connaught shall use reasonable endeavours to provide each of the Services set out in the Order to The Customer subject to acceptance of the Customer's Order, from the RFS Date. During the Run-Up Period, Connaught shall carry out the necessary pre service-provision activities, including, where applicable, Site survey(s), installation work and agreement of the RFS Date with the Customer.
- 3.6 The Customer acknowledges that the RFS Date shall not be dependent on any planned migration onto the relevant Services or when the Customer commences using the Services.
- 3.7 Connaught shall not be obliged to provide the Broadband Services prior to the completion of all construction and installation work at the Customer's premises, which may or may not be under the control of Connaught.
- 3.8 During the term of this Agreement, Connaught shall be entitled to:
  - 3.8.1 Change the technical specification of the Broadband Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
  - 3.8.2 Make alterations to the Broadband Services. Such alterations may result in temporary disruption to the Broadband Services and Connaught will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.9 Connaught cannot guarantee and does not warrant that the Broadband Services will be free from interruptions, including:
  - 3.9.1 Interruption of the Broadband Services for operational reasons and temporary degradation of the quality of the Broadband Services;
  - 3.9.2 Interruption of the connection of the Broadband Services to other network services provided by either Connaught or a third party; and

3.9.3 Any such interruption of the Broadband Services referred to in this sub-clause shall not constitute a breach of this Agreement.

3.10 Although Connaught will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an “as is” basis and Connaught does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Services.

#### **4. ACCEPTABLE USE**

4.1 The Customer agrees to use the Broadband Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Connaught from time to time.

4.2 The Customer agrees to ensure that the Broadband Services are not used by its End Users to:

4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;

4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;

4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Broadband Services, its suppliers or third parties;

4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;

4.2.5 Obtain access to restricted areas of the Network, data, systems or services;

4.2.6 Use the Broadband Services in any manner which, in Connaught’s reasonable opinion, may bring Connaught’s name into disrepute;

4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;

4.2.8 Falsify true ownership of software or data contained in a file that the Customer or End User makes available via the Broadband Services;

4.2.9 Falsify user information or forge addresses;

4.2.10 Act in any way which threatens the security or integrity of any computer system;

4.2.11 Violate general standards of internet use, including denial of service attacks, unauthorised IP or port multicasting, spoofing, broadcasting, translation, routeing, web page defacement and port or number scanning;

4.2.12 Connect to the Broadband Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of Connaught’s Network or any other third party system;

4.2.13 Send email to anyone who does not wish to receive it.

4.2.14 Immediately notify Connaught of such contravention.

4.2A In the event the Customer becomes aware of any actual or suspected contravention of this Clause 4, the Customer shall immediately notify Connaught

4.3 The Customer acknowledges that it responsible for all data and/or traffic originating from the equipment and/or networks that it has connected to the Broadband Services.

4.4 If the Customer becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Customer agrees to:

4.4.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;

- 4.4.2 Immediately notify Connaught of such contravention.
- 4.5 The Customer acknowledges that it is solely responsible for its and its End User's to use of the Public Internet and any web pages accessed using the Broadband Services.
- 4.6 The Customer agrees not use the Broadband Services to violate any part of this Agreement or to disrupt or attempt to disrupt another Public Internet user's experience.
- 4.7 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Customer shall indemnify Connaught against any third party claims arising the Customer's breach of the terms of this clause 4.

## 5. CUSTOMER'S OBLIGATIONS

During the term of this Agreement, the Customer shall:

- 5.1 Pay all additional charges levied by Connaught, including those arising from usage-based components of the Broadband Services.
- 5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:
  - 5.2.1 On a regular basis, change access passwords for all equipment that in the Customer's reasonable opinion, may be liable to access by unauthorised persons;
  - 5.2.2 Change passwords as appropriate when employees leave;
  - 5.2.3 Use strong passwords;
  - 5.2.4 Immediately notify Connaught in the event that, or if there is reasonable suspicion that such information has become known to any unauthorised person;
  - 5.2.5 Acknowledge that Connaught shall be entitled to temporarily suspend the Broadband Services and / or change the Customer's passwords in the event that in Connaught's reasonable opinion, unauthorised persons may have access to the Broadband Services.
- 5.3 Ensure that the Equipment is not moved from its installed location unless expressly authorised to do so in advance by Connaught and that its operating environment is kept within any limits specified by its manufacturer.
- 5.4 Agree that in all instances where it attaches equipment that has not been provided by Connaught to the Broadband Services that such equipment shall be:
  - 5.4.1 Technically compatible with the Broadband Services;
  - 5.4.2 Conformant with all regulatory standards;
  - 5.4.3 Configured / programmed by the Customer;
  - 5.4.4 If the Broadband Services are supplied as a Managed Service, connected to the LAN-facing connection on the Customer Premises Equipment;
  - 5.4.5 If the Broadband Services are provided as a Wires Only Service, connected to the LAN-facing connection on the Network Terminating Equipment;
  - 5.4.6 Conformant with any instruction issued by Connaught in relation thereto; and
  - 5.4.7 Not installed, configured, maintained or supported by Connaught under the terms of this Agreement.
- 5.5 Accept that if it attaches equipment that does not comply with the provisions of sub-clause 5.4 and such equipment in the reasonable opinion of Connaught is causing disruption to the Broadband Services, Connaught shall be entitled to suspend the provision of the Broadband Services until such equipment is disconnected from the Broadband Services.
- 5.6 Accept that Connaught shall not be liable for failure to meet any service levels or any failure of the Broadband Services resulting from the Customer's failure to comply with the provisions of clause 5.4.
- 5.7 Accept that is the Customer's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Broadband Services via the Customer's equipment or software.

- 5.8 Be solely responsible for the configuration of its internal Local Area Network, and agree that any interruption in or to the Broadband Services which result from the configuration of the Customer's LAN shall not be regarded as interruption in or suspension of the Broadband Services provided by Connaught.
- 5.9 Agree that Connaught may at any time scan any IP addresses allocated under the terms of this Agreement, for anything which may compromise the security of Connaught's network (including open relays and open proxies).
- 5.10 Acknowledge that static IP addresses allocated under the terms of this agreement shall only be allocated for the duration of this Agreement, and shall remain Connaught's property at all times.
- 5.11 Be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Broadband Services.
- 5.12 Promptly report to Connaught any Fault that arises in the Broadband Services.
- 5.13 Prior to reporting a Fault in the Broadband Services to Connaught, the Customer shall use reasonable endeavours to determine that the Fault does not lie in its LAN or other Customer-supplied equipment that is attached to the Broadband Services.
- 5.14 Not re-sell the Services, save when authorised to do so by Connaught under the express terms of the applicable Supplemental terms and conditions.
- 5.15 In the event that Connaught provides a Wires Only Service, as set out in the Order, the Customer shall be responsible for providing initial diagnosis in the event of the Customer-reported malfunction in the Broadband Services.
- 5.16 If the Customer reports Fault, it agrees to accept up to two hours Downtime to allow Connaught to carry out intrusive testing.
- 5.17 Acknowledges that on occasions including arrangement of Site surveys, installations, and during Fault diagnosis, Connaught's supplier may contact the Customer directly.

## **6. CONNAUGHT'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, Connaught shall:

- 6.1 Provide and maintain the Services set out in this Agreement, subject to any service limitations set out in the Order and Schedule.
- 6.2 Save when the Broadband Services are to be delivered as a Wires Only Service, deliver fully configured and tested Equipment for the termination of the Broadband Services at the Customer's Site(s);
- 6.3 Save when the Broadband Services are to be delivered as a Wires Only Service and unless otherwise agreed, install the Equipment and necessary cabling at the Customer's Site(s). Connaught shall use reasonable endeavours to route cables and locate Equipment as requested by the Customer, however if in Connaught's reasonable opinion it is not practical to accommodate the Customer's request, Connaught's alternative shall be binding.
- 6.4 Configure the Broadband Services and on the RFS Date conduct commissioning tests to ensure that the Broadband Services are functioning correctly.
- 6.5 Make reasonable endeavours to provide the Broadband Services by the agreed RFS Date.
- 6.6 Respond to Fault reports made by the Customer and make reasonable endeavours to repair any fault that arises within the Broadband Services.
- 6.7 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Connaught may place on the Broadband Services.
- 6.8 Monitor the performance of the Broadband Services and if an Outage or other degradation of service occurs, use reasonable endeavours to restore the Broadband Services as quickly as possible.

- 6.9 Ensure that any Equipment provided under the terms of this Agreement (regardless of whether title is transferred or not) complies with the relevant standards, is safe, of satisfactory quality and is fit for purpose.

## **7. Clause intentionally unused**

## **8. GENERAL**

- 8.1 Connaught shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Broadband Services. Connaught shall:
  - 8.1.1 Provide seven days notice of Planned Maintenance;
  - 8.1.2 If it is necessary for Connaught to perform Emergency Maintenance, Connaught shall use reasonable endeavours to provide prior notice and if it is not possible to provide prior notice, shall notify the Customer as soon as reasonably practicable after the commencement of such maintenance;
  - 8.1.3 Connaught shall use reasonable endeavours to ensure that any disruption caused to the Customer by such maintenance shall be minimised;
  - 8.1.4 Any disruption to or suspension of the Services pursuant to this Clause 8.1 shall not be deemed to be a breach of the terms of this Agreement.
- 8.2 The Customer acknowledges that Connaught exercises no control over and accepts no responsibility for information, services and content accessible via the Broadband Services and / or Public Internet and that it accesses such information, services and content entirely at its own risk.
- 8.3 The Customer acknowledges that if Connaught is to install Equipment, Connaught or its sub-contractor will require access to the Customer's Sites to install Equipment.
- 8.4 If an appointment is made with the Customer for a visit to Site and that at the appointed time Connaught is unable to access the Customer's Site, or the appointment is otherwise broken by the Customer with less than two Working Days' notice, Connaught shall be entitled to charge the Customer at its prevailing rate; and
  - 8.4.1 If the Customer breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, Connaught shall be entitled to terminate this agreement and recover costs as set out in clause 10 hereof.
- 8.5 The Customer permits Connaught or its suppliers to use and store origin, destination, duration, route and time of data transmitted over the Broadband Services, exclusively for the purposes of:
  - 8.5.1 Collating statistics for network planning purposes; and
  - 8.5.2 Providing such data to government security agencies in response to specific requests.
- 8.6 If Connaught ceases to trade and upon written notice given by Connaught's supplier, Connaught's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to Connaught's supplier or to its nominee.
- 8.7 Use of the Services and associated Equipment by the Customer constitutes acceptance of the terms and conditions of this Agreement.
- 8.8 If Connaught receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Customer will do everything reasonably required by Connaught to ensure that Connaught will be in compliance with their respective obligations in respect of the provision of the Broadband Services.
- 8.9 Connaught provides the facilities of its service desk on a fair usage basis. If in Connaught's reasonable opinion, the number of requests that the Customer makes of the service desk exceeds

that which is reasonably expected, based on Connaught's experience of providing such a service, Connaught shall be entitled, after prior notification, to charge the Customer for excess use of the service desk facilities.

## **9. TERMINATION**

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
  - 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate on the last day of the Minimum Term or Additional Term thereafter;
  - 9.1.2 By the Customer giving thirty days' notice in writing if Connaught makes changes to the terms of this Agreement which are to the detriment of the Customer (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);
  - 9.1.3 Immediately by Connaught in the event that it is so instructed by government or a regulatory body;
  - 9.1.4 By Connaught providing fourteen days notice to terminate at any time if Connaught's supplier gives notice to terminate the supply of Broadband Services to Connaught.
- 9.2 If the Customer cancels this Agreement during the Run-Up Period, the Customer shall be liable to pay all of Connaught's costs incurred up to the date of such cancellation.
- 9.3 The Customer shall within fourteen days of the termination date, return all Connaught-owned Equipment to Connaught.

## **10. CHARGES AND PAYMENT**

- 10.1 In general, invoices for installation shall be raised by Connaught immediately following the Commencement Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for Charges for data usage in excess of any applicable Data Allowance, whether incurred with the authorisation of the Customer or not, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Connaught shall commence charging for the Broadband Services from the RFS Date, regardless of the date on which the Customer commences use of the Broadband Services. In the event that the RFS Date does not correspond with Connaught's invoicing period as set out in the Order, Connaught shall charge the Customer at a pro-rata rate for the first invoicing period.
- 10.3 The Customer acknowledges that the prices quoted in Connaught's literature and in the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force on the RFS Date.
- 10.4 Installation charges set out in the Order may be an estimate. If during or following Connaught's survey, to be carried out during the Run-Up Period, Connaught identifies additional installation costs ('Excess Construction Charges'):
  - 10.4.1 Connaught shall notify the Customer of such Excess Construction Charges as soon as reasonably practicable;
  - 10.4.2 The Customer shall within seven Working Days notify Connaught of acceptance or non-acceptance of such Excess Construction Charges;
  - 10.4.3 All work to provision the Services shall be suspended by Connaught until such acceptance is received;
  - 10.4.4 If the Customer does not accept such Excess Construction Charges, the Customer shall be entitled to terminate this Agreement forthwith without incurring cancellation charges;

- 10.4.5 If the Customer does not notify Connaught of acceptance of such Excess Construction Charges within seven Working Days, Connaught shall be entitled to terminate this Agreement and charge the Customer for costs reasonably incurred.
- 10.5 If Connaught requires more time than it reasonably expects to complete an installation at the Customer's Site and such additional time is not due to Connaught's negligence, Connaught shall be entitled to charge the Customer for the additional time.
- 10.6 The Customer acknowledges that the charges for the Minimum Term are calculated by Connaught in consideration inter alia of the setup costs to be incurred by Connaught and the length of the Minimum Term offered.
- 10.7 The Customer agrees that it shall be liable for termination charges, which shall be paid by way of liquidated damages:
- 10.7.1 If the Customer terminates this Agreement at convenience during the Run Up Period or prior to the end of the Minimum Term; or
- 10.7.2 If Connaught terminates this Agreement by reason of the Customer's un-remedied or repeated breach of this Agreement during the Run-Up Period or prior to the end of the Minimum Term;
- 10.7.3 If termination is caused by any of the events listed in sub-clauses 10.7.1 and 10.7.2, the termination charges shall include:
- a) Payment of all outstanding installation and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;
  - b) Payment of all Services charges and Equipment rental charges due up to the end of the Minimum Term;
  - c) Payment of any additional cancellation charges levied by Connaught's supplier.
- 10.8 The Customer shall not be liable for termination charges if this Agreement is terminated by:
- 10.8.1 The Customer at the end of the Minimum Term or Additional Term thereafter PROVIDED THAT the Customer properly serves written notice to terminate, in accordance with Clause 9 of this Supplement and Clause 11 of the General Terms and Conditions;
- 10.8.2 The Customer or Connaught during the Run-Up Period by reason of Connaught becoming aware that will be unable to provide the Services or part thereof;
- 10.8.3 Connaught at any time if it can no longer provide the Broadband Services or part thereof;
- 10.8.4 The Customer by reason of Connaught's un-remedied or repeated breach of the terms of this Agreement;
- 10.8.5 The Customer if Connaught or its supplier makes changes to the Services which materially adversely affect the Customer;
- 10.8.6 The Customer if Connaught makes changes the terms of this Agreement which are materially disadvantageous to the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 of this Supplement.
- 10.8.7 The Customer if it does not accept Excess Construction Charges, PROVIDED THAT the Customer complies with the provisions of sub-clauses 10.4.2 and 10.4.4 hereof.

## **11. LIMITATIONS AND EXCLUSIONS**

- 11.1 The provision of these Services by Connaught is contingent upon the Customer having pre-installed Line(s) and the maintenance of a contract for the provision thereof, such to cover the Minimum Term plus any extended term of this Agreement, but is regardless of the Customer's current service provider.
- 11.2 Connaught shall use reasonable endeavours to meet the targets set out in the Schedule attached hereto:

- 11.2.1 The Bandwidth target set out in the Order, Schedule or advised to the Customer following Connaught's Site survey is maximum possible Bandwidth and Connaught makes no guarantee that such Bandwidth shall be achieved during the term of this Agreement;
- 11.2.2 Service Credits shall not be applicable in the event of Connaught's failure to meet any of its targets;
- 11.2.3 Failure to meet to meet such targets shall not constitute a breach of this Agreement.
- 11.3 In addition to the terms set out in clause 12 of the General Terms and Conditions, Connaught shall also be entitled to suspend the provision of Services, in whole or part, without notice due to:
  - 11.3.1 Emergency maintenance or other emergency operational reason;
  - 11.3.2 Connaught is required by Government, emergency services, regulatory body or other competent authority to suspend Services;
- 11.4 Connaught shall also be entitled to suspend the Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. Connaught shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades.
- 11.5 Save in relation to Connaught Assured Voice Broadband Services, Connaught shall be entitled to implement traffic management measures as Connaught reasonably deems necessary to protect the Broadband Services for other users of the service.
- 11.6 The fees and Charges set out in the Order expressly do not include PSTN or ISDN calls or Line rental Charges.
- 11.7 The Customer accepts that certain features of the Services (as described in the Schedule) may not be available at all Sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Services.
- 11.8 Due to the limitations of the technology that supports the Broadband Services, Connaught does not guarantee that standard Broadband Services will support real time services including Voice over IP and video-conferencing.
- 11.9 The Customer acknowledges that there may be a temporary loss of voice or Broadband service during installation or modification of the Broadband Services. Connaught shall use reasonable endeavours to minimise the period of temporary loss.
- 11.10 The Broadband Services may affect:
  - 11.10.1 How the telephone sounds;
  - 11.10.2 The performance of the Customer's equipment which is attached to the PSTN including faxes and burglar alarms, and it is the Customer's responsibility to check the compatibility and correct functioning of such equipment;
  - 11.10.3 Such effects listed in this sub-clause 11.10 are normal for Broadband Services and do not constitute a Fault.
- 11.11 Certain Tail Circuit Services may not be available in some geographic areas.
- 11.12 Connaught is responsible for providing IP data packets to the boundary of the Customer's Local Area Network. Connaught shall at its sole discretion, in response to specific requests from the Customer, assist the Customer in the resolution of malfunctions in the Customer's Local Area Network, and shall be entitled to charge customer for such assistance at its prevailing rates.
- 11.13 Connaught is not responsible for the configuration of any equipment that it has not supplied under the terms of this Agreement.
- 11.14 If Connaught provides Connaught Assured Voice Broadband Services:
  - 11.14.1 The Customer acknowledges that Connaught Assured Voice Broadband Services limit the use of the Broadband Services to telephony services and preclude any form of non-telephony data access, including:
    - a) General access to the Public Internet;

- b) SIP-based services provided by third parties;
- c) Site to Site connectivity
- d) IP extensions for remote workers.

11.14.2 If during commissioning of the Broadband Services, Connaught discovers that due to physical, technical or geographic reasons the installation will not support Connaught Assured Voice Broadband Services, the service will be downgraded to standard Broadband Services without charge to the Customer.

11.15 If Connaught provides Connaught Converged Broadband Services in addition to standard Broadband Services:

11.15.1 If during commissioning of the Broadband Services, Connaught discovers that due to physical, technical or geographic reasons the installation will not support Connaught Converged Broadband Services, the service will be downgraded to standard Broadband Services without charge to the Customer.

## **12. WAYLEAVE**

12.1 During the term of this Agreement and for a period of sixty days following any termination thereof, the Customer hereby irrevocably gives permission to Connaught and its employees, agents, suppliers or contractors on reasonable notice at such reasonable times to execute any works on the relevant Site(s) for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, inspection, renewal or removal of the Equipment.

12.2 Connaught agrees to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under Clause 12.1.

12.3 The Customer warrants that it:

12.3.1 Is the current occupier of the Site; and

12.3.2 Is either the freeholder of the Site or is a tenant thereof under a lease expiring not before the expiry of the Minimum Term and any extended term thereafter;

12.3.3 Shall not do or allow anything to be done to the Site that may cause damage to, or interfere with, the Equipment or prevent reasonable access thereto;

12.3.4 Shall, if it or a third party proposes to carry out works to the Site which requires the Equipment to be removed, relocated or altered, give Connaught as much notice of its proposed works as is reasonably practicable (and in any event no less than six calendar months' prior written notice);

12.3.5 Shall procure all Site-related permissions and approvals necessary for Connaught to deliver, install and maintain the Equipment and shall ensure the continuance of such throughout the term of this Agreement; and shall, subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, indemnify Connaught against any third party claims arising from the Customer's failure to procure such permissions and approvals.

## Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Connaught within these Supplementary Terms. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

### 1. Service Description Overview

- 1.1 The Broadband Services comprise three Service Components: Tail Circuits, Core Network and direct internet access. The Broadband Services are, as set out in the Order, delivered as:
  - Standard Broadband Services, which may be delivered as a Managed Service or as a Wires Only Service; or
  - Connaught Assured Voice Broadband Services, which is delivered as a Managed Service and provides increased voice transmission quality on lower Bandwidth connections; or
  - Connaught Converged Broadband Services, which is delivered as a Managed Service and prioritises voice connections over data traffic to maintain voice transmission quality
- 1.2 Tail Circuits are implemented using a number of different technologies, and the technology type and maximum possible Bandwidth to be provided under the terms of this Agreement are set out in the Order.
  - Fibre-To-The-Cabinet (FTTC) Tail Circuit technology comprises a fibre connection from the local exchange to a street cabinet and a copper loop connection from the cabinet to the Customer Site(s). The service supplied is asymmetrical, with Bandwidths up-to 80 Mbps download and up-to 20Mbps upload, depending on the capabilities of the copper loop.
  - Fibre-To-The-Premises (FTTP) Tail Circuit technology comprises a fibre connection from the local exchange to a street cabinet and a fibre connection from the cabinet to the Customer Site. The service supplied is asymmetrical, with Bandwidths up to 330 Mbps download and up to 20Mbps upload.
  - ADSL2+ Annex A Tail Circuit technology comprises a copper loop connection from the Customer's Site(s) to the local exchange. The service supplied is asymmetrical, with Bandwidths up-to 24Mbps download and up-to 1.3 Mbps upload, depending on the capabilities of the copper loop.
  - ADSL2+ Annex M Tail Circuit technology comprises a copper loop connection from the Customer's Site(s) to the local exchange. The service supplied is asymmetrical, with Bandwidths up-to 24Mbps download and up-to 2.5 Mbps upload, depending on the capabilities of the copper loop. The increase in upload Bandwidth is at the expense of download Bandwidth.
- 1.3 Connaught's Core Network is a fully resilient network which employs diverse routing and is built with multiple Ethernet links and backhaul links into local telephone exchanges. The Core Network has multiple links into the Public Internet.
- 1.4 Internet access services are implemented by providing routing through Connaught's Core Network to Connaught's Point of Presence on the Public Internet. This service provides the Customer with a direct route onto the Public Internet.

### 2. Maintenance of Customer Premises Equipment

- 2.1 If Connaught or the Customer identifies a fault in the Customer Premises Equipment that requires replacement of the CPE, Connaught will ship a pre-configured replacement CPE to the Customer's Site. The pre-configuration will include DSL and IP addressing but will not include any customer-specific configuration including Wi-Fi settings, which the Customer will need to re-apply. On shipping the replacement CPE, Connaught will raise an invoice for the cost of the replacement CPE.

- 2.2 Customer Premises Equipment is supplied with a one year manufacturer's warranty: If the CPE fails during the warranty period, Connaught will credit the invoice for supply of the replacement CPE on receipt of the defective CPE from the Customer.

### **3. Service Level Agreement**

Connaught will use reasonable endeavours to fix Faults in the Broadband Services under its standard care service level targets:

- 3.1 Connaught shall aim to make an initial response to the Customer's request for assistance within 4 Working Hours of the Customer raising a Fault report.
- 3.2 Connaught shall aim to resolve Faults in the Broadband Services within 48 hours of the Customer raising a Fault report.
- 3.3 A Fault shall be deemed fixed when fixed by Connaught and notified to the Customer by Connaught.
- 3.4 If Connaught is prevented from fixing the fault by circumstances beyond its reasonable control, the period of time during which circumstances prevail shall not be included in the calculation of the fix time. Such circumstances include:
- Connaught or its subcontractors being prevented from access to the Customer's Site;
  - Failure by the Customer to respond to requests for further information made by Connaught or its subcontractor;
  - If, in the reasonable opinion of Connaught a Site-visit is required and the Customer fails to accept the first appointment offered by Connaught;
  - Any other failure by the Customer that prevents Connaught or its subcontractors carrying out its obligations.
- 3.5 Failure by Connaught to meet the targets set out in this section shall not be deemed a breach of this Agreement.

### **4. Service Desk**

- 4.1 Subject to fair use, Connaught's service desk provides support and assistance in the use of the Services, including the following:
- Provision of help and guidance in the use and configuration of the Broadband Services
  - Management of the prompt resolution of Faults arising within the Broadband Services which are identified by Connaught's monitoring system
  - Management of the prompt resolution of Faults arising within the Broadband Services which are raised by the Customer
  - Management of hardware and firmware upgrades to Connaught-supplied CPE as required as a result of product / service improvement activities by Connaught
  - Escalation management if required in the event of protracted Fault resolution
  - Management of change requests
  - Remote access support if possible and appropriate
  - On-Site assistance when it is agreed between the parties that such is the best approach to resolving a particular Fault
- 4.2 The Customer shall make requests for assistance by one of the following methods:
- By Email to Connaught's service desk: support@connaughtltd.co.uk
  - By Telephone to Connaught's service desk: 0121 311 1010
- 4.3 The service desk is available from 9am to 5pm Monday to Friday excluding bank and public holidays.

## 5. Complaints Handling

- 5.1 If the Customer is dissatisfied with any Services-related matter, the Customer should make a complaint using the following escalation path. If the complaint remains unresolved, the Customer should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service Desk	support@connaughtltd.co.uk 0121 311 1010
2	Technical Manager	nigel.turner@connaughtltd.co.uk 0121 224 7204
3	General Manager	laura.richards@connaughtltd.co.uk

- 5.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.