

Supplementary terms for the supply of Leased Line Services

The Services set out herein 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 '4G Services' means mobile telephony data services.
- 1.2 'Bandwidth' means data transfer rate.
- 1.3 'Change Request' means a request made by the Customer to change the configuration of the Network Services made after the RFS Date.
- 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 provided by Connaught under the terms of this Agreement which facilitate connection to the Network Services, including router(s) and modems as set out in the Order.
- 1.7 'Downtime' means any period during which the Network Services or one or more Service Components is not available.
- 1.8 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Connaught is unable to provide prior notice of.
- 1.9 'End User' means a user of the Services subscribed to by the Customer.
- 1.10 'Ethernet Copper' means Ethernet in the First Mile.
- 1.11 'Ethernet Fibre' means a symmetrical, uncontended Tail Circuit that is based on fibre connectivity between the Customer's premises and the Exchange.
- 1.12 'Ethernet in the First Mile' ('EFM') means a symmetrical, uncontended Tail Circuit that is based on bonded copper pair connectivity between the Customer's premises and the Exchange.
- 1.13 'Ethernet over FTTC' means a symmetrical, uncontended Tail Circuit that is based on single copper pair connectivity between the Customer's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange.
- 1.14 'FTTC Broadband' means an asymmetrical, contended Tail Circuit that is either based on single copper pair connectivity between the Customer's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange or single copper pair connectivity between the Customer's premises and the Exchange.
- 1.15 'Local Area Network' ('LAN') means the Customer's local area network which is connected to the Service Demarcation Point.
- 1.16 '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.
- 1.17 'MPLS' means multi protocol label switching, which is a networking protocol that is used within the Core Network Services.
- 1.18 'Network' means Connaught's Core Network and any Tail Circuits attached thereto.
- 1.19 'Network Services' means Core Network Services and where applicable, Tail Circuit Services.

- 1.20 'Network Terminating Equipment' ('NTE') means the Equipment supplied by Connaught that terminates the Tail Circuit at the Customer'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.
- 1.21 'Network Terminating Equipment ('NTE') means the equipment that terminates the physical Network at the Customer's premises, including a single the Customer-side socket for the connection of a CPE or a client-supplied router.
- 1.22 'Planned Maintenance' means any period of maintenance for which Connaught has provided prior notice.
- 1.23 '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.
- 1.24 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.25 'Services' means Network Services and management services including helpdesk and where applicable, maintenance services.
- 1.26 'Service-Affecting' means the Customer is unable to send or receive data via one or more of the Service Components.
- 1.27 'Service Component' means a component of the Network Services.
- 1.28 'Service Demarcation Point' means the point to which the Network Services are delivered.
- 1.29 'Site' means the location where a Connection provided under this Agreement starts or terminates as set out on the Order Where the Customer contracts for the supply of a VPN or VPLS, the term Site shall also include references to all Sites specified on the Order;
- 1.30 'Tail Circuit' means the telecommunications circuit which links the Customer's Site(s) to the Core Network.
- 1.31 '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.
- 1.32 'Virtual Private LAN Service' ('VPLS') means a component of the Core Network Services which enables the Customer Sites to communicate as if they are present on the same Local Area Network
- 1.33 'Virtual Private Network' ('VPN') means a component of the Core Network Services which enables the Customer Sites to communicate as if they are present on the same Local Area Network.

1A. Micro-Enterprise Protections

Where the Customer qualifies as a Micro-Enterprise under Clause 1A of the General Terms and Conditions, the enhanced protections set out therein shall apply to these Supplementary Terms, including but not limited to extended notice periods and reduced termination charges.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Customer's Order by Connaught 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 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be one year unless otherwise set out on the Order. 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 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 calendar month immediately following the end of the Minimum Term or Additional Term thereafter;
 - 2.2.2 The Customer notifies Connaught of acceptance of changes, the Agreement shall continue in force for an Additional Term;

- 2.2.3 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.

3. PROVISION OF SERVICES

- 3.1 Connaught will supply the Network Services as a fully managed service, including the supply and remote management of the CPE.
- 3.2 The Services comprise the following Service Components:
 - 3.2.1 The provision of Tail Circuit Services;
 - 3.2.2 The provision of Core Network Services including:
 - a) The provision of transit and routing of email and internet traffic;
 - b) The provision of access to the Public Internet;
 - c) The provision of Virtual Private Network Services;
 - 3.2.3 The provision of helpdesk services during the hours set out in the Service Schedule;
 - 3.2.4 The installation of Equipment at the Customer's Site(s);
 - 3.2.5 The provision of maintenance services for the Equipment supplied by Connaught.

The Service Components to be provided under the terms of this Agreement are set out in the Order and are fully described in the Service Schedule.
- 3.3 For the avoidance of doubt, Connaught shall not provide email or web-space facilities under the terms of this Agreement.
- 3.4 Connaught shall provide IP data packets to the Service Demarcation Point, that is:
 - 3.4.1 The LAN-facing port(s) on the Customer Premises Equipment;
 - 3.4.2 In the case of services delivered to a third party data centre on behalf of the Customer, the Customer's connection to Connaught's terminating equipment in the data centre.
- 3.5 Connaught shall use reasonable endeavours to provide the Network Services twenty four hours per day, subject to the limitations set out in this Agreement
- 3.6 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 Site survey(s), installation work and agreement of the RFS Date with the Customer.
- 3.7 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.
- 3.8 Connaught shall not be obliged to provide the Network 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.
- 3.9 During the term of this Agreement, Connaught shall be entitled to:
 - 3.9.1 Change the technical specification of the Network Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
 - 3.9.2 Make alterations to the Network Services. Such alterations may result in temporary disruption to the Network Services and Connaught will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.10 Connaught cannot guarantee and does not warrant that the Network Services will be free from interruptions, including:
 - 3.10.1 Interruption of the Network Services for operational reasons and temporary degradation of the quality of the Network Services;

- 3.10.2 Interruption of the connection of the Network Services to other network services provided either by Connaught or a third party; and
- 3.10.3 Any such interruption of the Network Services referred to in this sub-clause shall not constitute a breach of this Agreement.
- 3.11 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 the Customer’s intended purpose for the Services.

4. ACCEPTABLE USE

- 4.1 The Customer agrees to use the Network 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 use reasonable endeavours to ensure that the Network 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 but not limited to 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 Network 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 In any manner which in Connaught’s reasonable opinion brings 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 Network 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, routing, web page defacement and port or number scanning;
 - 4.2.12 Connect to the Network 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.
- 4.3 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 Network 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 agrees to immediately disconnect (and subsequently secure prior to reconnection) equipment generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and/or once notified of such activity by Connaught.
- 4.6 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 Network Services.
- 4.7 The Customer agrees not use the Network Services to disrupt or attempt to disrupt any other Internet user's internet experience.
- 4.8 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. THE CUSTOMER'S OBLIGATIONS

- 5.1 During the term of this Agreement, the Customer shall:
- 5.2 Pay all additional charges levied by Connaught, including but not limited to those arising from usage-based components of the Network Services.
- 5.3 Ensure that user-names, passwords and personal identification numbers are kept secure and:
 - 5.3.1 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.
 - 5.3.2 Change passwords as appropriate when employees leave;
 - 5.3.3 Use strong passwords;
 - 5.3.4 Immediately notify Connaught if, or there is reasonable suspicion that such information has become known to any unauthorised person.
 - 5.3.5 Acknowledge that Connaught shall be entitled to temporarily suspend the Network Services and / or change the Customer's passwords if in Connaught's reasonable opinion, unauthorised persons may have access to the Network Services.
- 5.4 Use reasonable endeavours to ensure that the CPE 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.
- 5.5 Agree that in all instances where it attaches Equipment that has not been provided by Connaught to the Network Services that such Equipment shall be:
 - 5.5.1 Technically compatible with the Network Services;
 - 5.5.2 Conformant with all regulatory standards;
 - 5.5.3 Connected to the LAN facing port of the CPE; and
 - 5.5.4 Conformant with any instruction issued by Connaught in relation thereto; and
 - 5.5.5 Installed and maintained by the Customer.
- 5.6 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 Network Services, Connaught shall be entitled to suspend the provision of the Network Services until such Equipment is disconnected from the Network Services.
- 5.7 Accept that Connaught shall not be liable for failure to meet any service levels or any failure of the Network Services resulting from the Customer's failure to comply with the provisions of clause 5.4.
- 5.8 Accept that is the Customer's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Network Services via the Customer's Equipment or Software.
- 5.9 Be solely responsible for the configuration of its LAN, and agree that any interruption in or to the Network Services which result from the configuration of the Customer's LAN shall not be regarded as interruption in or suspension of the Network Services provided by Connaught.

- 5.10 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).
- 5.11 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.
- 5.12 Prior to reporting a Fault in the Network Services to Connaught, the Customer shall use reasonable endeavours to determine that the Fault does not lie in the Customer's LAN or other Equipment that is attached to the Network Services.
- 5.13 If the Customer reports a Fault, the Customer agrees to:
 - 5.13.1 Accept up to two hours Downtime to allow Connaught to carry out intrusive testing;
 - 5.13.2 Allow not less than five hours uninterrupted on-Site access, if requested by Connaught.
- 5.14 Acknowledges that on occasions including arrangement of Site surveys, installations and during Fault diagnosis, Connaught's supplier may contact the Customer directly.
- 5.15 Provide Connaught with reasonable assistance if third party consents are required prior to the provision of the Network Services.
- 5.16 Agree to not alter, re-configure or otherwise make any changes to any CPE that has been provided by Connaught.

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 Respond to Fault reports made by the Customer within the time-frame set out in the Service Schedule and use reasonable endeavours to repair any Fault within the Network Services within the time frame set out in the Service Schedule.
- 6.3 Deliver fully configured and tested CPE for the termination of the Network Services at the Customer's Site.
- 6.4 Install the Equipment and necessary cabling at the Customer's Site; and
 - 6.4.1 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.
 - 6.4.2 Configure the Network Services and on the RFS Date conduct commissioning tests to ensure that the Network Services are functioning correctly.
- 6.5 Make reasonable endeavours to provide the Network Services by the agreed RFS Date.
- 6.6 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Connaught may place on the Network Services.
- 6.7 Provide a hardware maintenance service that covers the replacement or repair of any CPE supplied by Connaught under the terms of this Agreement, in the event of the malfunctioning of such.
- 6.8 Monitor the performance of the Core Network, Tail Circuit and CPE.
- 6.9 Respond promptly to any request made by the Customer to make alterations to the network Bandwidth.

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 Network Services. Connaught shall:
 - 8.1.1 Provide reasonable 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 reasonably possible to provide prior notice, shall notify the Customer as soon as reasonably practicable after the commencement of such maintenance;
 - 8.1.3 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 Network Services and / or Public Internet and that the Customer accesses such information, services and content entirely at its own risk.
- 8.3 Use of the Services and Equipment by the Customer constitutes acceptance of the terms and conditions of this Agreement.
- 8.4 The Customer acknowledges that provision of the Network Services is subject to the satisfactory completion of Site surveys by Connaught; and
 - 8.4.1 If during commissioning of the Network Services, Connaught discovers that the agreed bandwidth performance cannot be achieved, Connaught shall, with the agreement of the Customer, cancel the Order at no charge to the Customer and refund all Charges paid by the Customer;
 - 8.4.2 If certain technical limitations become apparent after the RFS Date and despite its reasonable attempts Connaught is unable to resolve the limitations, Connaught shall, with the agreement of the Customer, cancel the Order at no charge to the Customer and refund all Charges paid by the Customer;
 - 8.4.3 In the circumstances referred to in sub-clauses 8.4.1 and 8.4.2 Connaught shall have no liability to the Customer for failure to provide the Network Services, the performance of the Network Services or their effect on any other services that may be reliant thereupon, save as set out in those sub-clauses.
 - 8.4.4 Connaught may provide Bandwidth in excess of the targets set out on the Order, however any subsequent decrease in Bandwidth that results in the bandwidth remaining higher than the targets set out in the Order will not be regarded by Connaught as a Fault in the Network Services;
 - 8.4.5 Actual Bandwidth on Ethernet over FTTC-based Tail Circuits will be confirmed during commissioning, however the Customer accepts that Bandwidth may alter with time due to a number of technical reasons, including distance from the Customer's Site to the street connection cabinet.
- 8.5 The Customer acknowledges that Connaught or its sub-contractor will require access to the Customer's Sites to carry out the Site survey and install Equipment.
- 8.6 Site surveys will be carried out by Connaught during the Working Day. If the Customer requests that any Site survey is carried out outside of the Working Day, Connaught shall use reasonable endeavours to accommodate such request and shall make an additional charge to the Customer at its prevailing rate.
- 8.7 If the Customer is unable to agree to Site visit dates (including survey and installation dates) suggested by Connaught, the Customer shall within fourteen days of Connaught's notification of the suggested date, agree to an alternative date. If the Customer does not suggest an alternative date within the fourteen day period, Connaught's suggested appointment date will be deemed accepted.
- 8.8 During the term of this Agreement, the Bandwidth of the Core Network may be upgraded or downgraded, by the Customer raising a new Order:

- 8.8.1 The Bandwidth cannot be downgraded to a Bandwidth that is lower than that set out in the original Order for supply of the Services, or as initially provisioned, if different;
- 8.8.2 Connaught will not accept more than one order for upgrading the Bandwidth in any one calendar month.
- 8.8.3 Connaught will not accept more than one order for downgrading Bandwidth in any one twelve month period;
- 8.8.4 If Bandwidth has been upgraded, the Customer may raise a new order for a subsequent downgrade of the Bandwidth, subject to the provisions of sub-clauses 8.8.1 and 8.8.3;
- 8.8.5 The Customer agrees to pay the revised charges as set out on the (new) Order.
- 8.8.6 By placing an Order for changed Bandwidth, the Customer agrees that such Order may extend the length of the term of this Agreement:
 - a) If the current term is an Additional Term, the Additional Term will be extended to expire twelve months from the date of provisioning of the upgraded Bandwidth by Connaught;
 - b) If the current term is the Minimum Term AND such term has less than twelve months to run to its expiry, the Minimum Term will be extended to expire twelve months from the date of provisioning of the upgraded Bandwidth by Connaught;
 - c) If the current term is the Minimum term AND such term has more than twelve months to run to its expiry from the date of provisioning of the upgraded Bandwidth by Connaught, the Minimum Term shall not be extended.
- 8.9 The Customer agrees to pay the revised charges as set out on the (new) Order that arise from upgrades or downgrades set out in sub-clause 8.9 hereof.
- 8.10 The Customer permits Connaught or its suppliers to use and store origin, destination, duration, route and time of data transmitted over the Network Services, exclusively for the purposes of:
 - 8.10.1 Collating statistics for network planning purposes; and
 - 8.10.2 Providing such data to government security agencies in response to specific requests.
- 8.11 In the event of Connaught's ceasing 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.
- 8.12 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 provide reasonable assistance to Connaught to ensure that Connaught will be in compliance with its obligations in respect of the provision of the Network Services.
- 8.13 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' and not more than one hundred and twenty day's notice in writing to terminate at the end of the Minimum Term or at the end of any 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 if Connaught is so instructed by government or a regulatory body.

- 9.2 The Customer shall within fourteen days of the termination date, return all Connaught-owned Equipment to Connaught.
- 9.3 Subject to Clause 1A, either party may terminate this Supplement by giving not less than ninety (90) days' written notice, such notice to expire at the end of the Minimum Term or any subsequent renewal period. Where Clause 1A of the General Terms and Conditions applies, the required notice period shall instead be thirty (30) days.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation shall be raised by Connaught immediately following Connaught's acceptance of the Order and invoices for fixed periodic charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order.
- 10.2 Connaught shall commence charging for the Network Services from the RFS Date, regardless of the date on which the Customer commences use of the Network Services. If 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 notice 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 Connaught shall be entitled to charge the Customer in the event of being unable to access the Customer's Site at the time of any pre-arranged Site visit, or if the Customer cancels a pre-arranged Site visit with less than two Working Days' notice, such charge will be made at Connaught's prevailing rate.
- 10.6 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.
- 10.7 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.
- 10.8 If the Customer Premises Equipment is repaired or replaced, Connaught shall be entitled to charge for the reconfiguration of such repaired or replaced CPE, at its prevailing rate.
- 10.9 The Customer agrees that the Customer shall be liable for termination charges, which shall be paid by way of liquidated damages in the event that:
- 10.9.1 The Customer terminates this Agreement at convenience prior to the end of the Minimum Term, or Connaught terminates this Agreement prior to the end of the Minimum Term by

reason of the Customer's un-remedied breach of the terms of this Agreement, the Customer shall be liable for:

- 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) Termination charges under these Supplementary Terms are subject to the limitations of liability set out in Clause 10 of the General Terms and Conditions, except where specifically excluded in this Supplement.

10.9.2 The Customer terminates this Agreement at convenience prior to the end of any Additional Term or Connaught terminates this Agreement prior to the end of the Additional Term by reason of the Customer's un-remedied breach of the terms of this Agreement, the Customer shall be liable for Payment of all Services charges and Equipment rental charges due up to the end of the Additional Term;

10.9.3 The Customer terminates this Agreement at convenience during the Run-Up Period, the Customer shall be liable for payment of all outstanding installation, termination and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;

10.9.4 Any other agreement for the provision of underlying services on which the Network Services are dependent, terminates, the Customer shall be liable for:

- 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 current term;

10.10 The Customer shall not be liable for termination charges if this Agreement is terminated by:

10.10.1 The Customer at the end of the Minimum Term or end of any Additional Term 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;

10.10.2 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;

10.10.3 Connaught at any time if it can no longer provide the Services or part thereof;

10.10.4 The Customer by reason of Connaught's un-remedied breach of the terms of this Agreement;

10.10.5 The Customer if Connaught or its supplier makes changes to the Services which materially adversely affect the Customer;

10.10.6 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;

10.10.7 The Customer if the Customer does not accept Excess Construction Charges, PROVIDED THAT the Customer complies with the provisions of sub-clause 10.4.2 hereof;

11. LIMITATIONS AND EXCLUSIONS

11.1 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 the Network Services, in whole or part, without notice due to:

11.1.1 Emergency Maintenance or other emergency operational reason;

11.1.2 Connaught is required by Government, emergency services, regulatory body or other competent authority to suspend the Network Services;

- 11.2 Connaught shall also be entitled to suspend the Network 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.
- 11.3 If a committed Bandwidth is set out on the Order, Connaught shall commit to providing such Bandwidths in the Core Network, subject to the following limitations:
 - 11.3.1 Save as where the Tail Circuit Services are implemented by fibre or wireless WAN technology, the overall transfer speed may be restricted to a lower speed by the Bandwidth capacity of the Tail Circuit Services;
 - 11.3.2 Connaught makes no commitment to the number of Voice over IP sessions that can be concurrently supported.
- 11.4 Connaught shall not be obliged to provide Network Services if it is not technically feasible to do so, including:
 - 11.4.1 The distance between the Customer's Site and Connaught's Point of Presence is too large;
 - 11.4.2 Having conducted its survey, Connaught considers that the Customer's Site is not suitable for the provision of the Network Services;
 - 11.4.3 The Customer does not wish to pay Excess Construction Charges that have been identified by Connaught during its survey.
- 11.5 If during its survey, or after installation, Connaught identifies that due to reasonable technical limitations, additional limitations and or terms and conditions will apply to the provision of the Network Services, Connaught shall immediately notify the Customer of such; and
 - 11.5.1 Such additional limitations and or terms and conditions shall take precedence over this Agreement; and
 - 11.5.2 The Customer shall be entitled to terminate this Agreement at no charge PROVIDED THAT the Customer provides written notice to terminate within fourteen days of Connaught's notification.
- 11.6 Certain Tail Circuit Services are not transferrable between Sites.
- 11.7 If backup Tail Circuit Services ('Backup Circuit Tail Services') are to be provided:
 - 11.7.1 In the event of a Fault on the primary Tail Circuit, the Backup Tail Circuit Services will automatically become effective. The Customer agrees to only use the Backup Tail Services for the purpose of accessing the Core Network Services set out in the Order for the primary Services if the primary Tail Circuit Services are unavailable;
 - 11.7.2 Connaught shall use reasonable endeavours to install the Backup Tail Services prior to and as close as reasonably possible to the RFS Date of the primary Network Services;
 - 11.7.3 The Customer acknowledges that it may not be possible to completely align the RFS Date for the Backup Tail Services with the RFS date for the primary Network Services and agrees that to provide the appropriate level of resilience, if necessary Connaught shall extend the final term for the supply of Backup Tail Services to align its expiry with the expiry of the final term of the Agreement to supply the primary Network Services and the Customer agrees to pay any additional charges there so incurred;
 - 11.7.4 The Customer acknowledges that the data transfer rate provided by the Backup Tail Services are likely to be significantly lower than that provided by the primary Tail Circuit Services and that the service levels are not the same as those for the primary circuits.
 - 11.7.5 If the Backup Tail Circuit Services are based on FTTC Broadband technology, as set out in the Order:
 - a) An uncommitted analogue telephone Line is required to provide the Backup Tail Services: If a Line is not available at the date of the Order for Lease Lines Services, the Customer must place a separate order for such with Connaught and such must be provisioned in advance of provisioning of the Backup Tail Services;

- b) The analogue telephone Line shall terminate no more than two metres from the primary circuit NTE and CPE location;
 - c) If after installation, FTTC Broadband proves inadequate, Connaught shall, at the request of the Customer cease the FTTC Broadband-based Backup Tail Services and replace them with alternative Backup Tail Circuit Services where availability permits. Connaught shall be entitled to charge the Customer for installation and provision of such alternative Backup Tail Circuit Services;
 - d) Equipment and cabling required by the Backup Tail Circuit Services shall be installed at the Customer's Site by Connaught at the same time as that required for the primary Network Services. If the Customer requests installation on different days, Connaught shall make two installation charges.
- 11.7.6 If the Tail Circuit Services are to be provided using FTTC Broadband or Ethernet over FTTC, an uncommitted analogue telephone Line is required to provide the Tail Circuit Services: If a Line is not available at the date of the Order for Lease Lines Services, the Customer must place a separate order for such with Connaught and such must be provisioned in advance of provisioning of the Tail Circuit Services;
- 11.7.7 If Tail Circuit Services are to be provided using Ethernet Fibre technology and Ethernet Fibre is also to be employed for the Backup Tail Circuit and after Connaught's survey it is identified that the proposed routing of the primary and backup circuits would be common, Connaught shall as soon as it becomes aware of such, notify the Customer of the limitation and the Customer shall be entitled to cancel the Order for Backup Tail Circuits forthwith without incurring installation or cancellation charges;
- 11.7.8 The Customer accepts that primary Ethernet Fibre Tail Circuit Services backed up with Backup Tail Circuit Services which employ Ethernet in the First Mile technology shall terminate at the same Exchange.

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 Additional 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.

13. INSTALLATION

- 13.1 Prior to installation of any Equipment that is to be installed (including CPE Router(s), Firewall and Hub as set out on the Order) the Customer shall ensure that:
 - 13.1.1 Sufficient electrical mains sockets and LAN connection are available within two metres of the Site of the NTE;
 - 13.1.2 Connaught has been notified of all Customer-requirements relating to the configuration of the CPE Router(s);
 - 13.1.3 Free local IP addresses are available for the Router(s) and any other Equipment that is to be installed;
 - 13.1.4 A network diagram of the Customer's Local Area Network has been provided to Connaught;
 - 13.1.5 All necessary LAN access-control changes have been made;
 - 13.1.6 Connaught has been notified of the LAN connection type (RJ45/UTP or BNC);
 - 13.1.7 A named local contact, with suitable access rights and the authority to provide signed acceptance of the installation has been identified and whose availability on the date of installation has been confirmed;
 - 13.1.8 All redundant hardware has been removed from the Site of the installation.
- 13.2 Installations shall be carried out Monday to Friday between 09:00 and 17:00, excluding Bank and public holidays.
- 13.3 If the Customer fails to sign Connaught's installation acceptance and either:
 - 13.3.1 The Customer fails to notify Connaught of any Fault within a period of thirty days from the date of installation; or
 - 13.3.2 The Customer uses the Network Services;The Customer shall be deemed to have accepted the installation.

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. Core Network Services Description

Connaught's Core Network is delivered as (a) an MPLS-based solution which supports a Virtual Private Network and access to the Public Internet; or (b) an Ethernet-based point to point solution that provides access to the Public Internet.

1.1 MPLS-based Core Network Services with VPN and Internet Access

The Core Network Services are provided in a fully meshed MPLS network. The overall Network Services comprise a Tail Circuit at each Site and the Core Network Service which enable the Customer to connect two or more Sites using the Virtual Private Network ('VPN') Service Component of the Core Network Services. The use of the VPN Service Component allows the Customer to:

- Interconnect users at remote Sites;
- Benefit from ease of operation due to Connaught defining network routing;
- Connect remote workers via VPN connections;
- Access the Public Internet, via Connaught's internet exchange Point of Presence.

1.2 Ethernet Based Core Network Services with Internet Access (Point to Point)

The Core Network Services are provided as a Site by Site vehicle for access to the Public Internet, without inter-Site connectivity. The overall Network Services comprise a Tail Circuit at each Site and the Core Network Service which enable the Customer to connect to the Public Internet.

1.3 The Core Network Services are fully managed and are proactively monitored 24 x 7 x 365.

2. Tail Circuit Services

2.1 Tail Circuits are implemented using a number of different technologies, and the technology type, bandwidth and resilience options provided under the terms of this Agreement are set out in the Order:

- Ethernet over Fibre is the most scalable and reliable Site connectivity type, offering the highest bandwidths available – up to 1Gbps. Fibre provisioning from Ethernet Nodes (exchanges) to the Customer premises removes the degradation in performance experienced with copper tails. Ethernet over Fibre circuits are high-speed, uncontended, and symmetrical and deliver guaranteed throughput. With dedicated bandwidth, this service is suitable for real-time applications including VoIP and video conferencing.
- Ethernet Copper is delivered over multiple copper pairs providing un-contended symmetrical circuits with guaranteed bandwidth. Connaught offers bandwidth from 1Mb/s to 35Mb/s over multiple copper pairs. With dedicated bandwidth, this service is suitable for real-time applications such as VoIP and video conferencing and will support typically up to 80 users per Site.
- Ethernet over FTTC is a lower cost Ethernet access solution that uses a combination of an existing copper pair to connect the Customer's premises to a street cabinet and FTTC tail technology to connect the street cabinet to the local exchange. Ethernet over FTTC access offers significantly reduced lead times and lower rental costs compared with Ethernet Fibre and Ethernet Copper tail circuits. Bandwidth supplied is symmetrical and un-contended up to 20Mb/s depending on the capabilities of the copper line. Ethernet over FTTC will typically support up to 20 users per Site.

- Wireless Ethernet access connections are serviced by high-rise Point of Presence sites that ensure maximum coverage in urban areas. Connectivity is always reliant upon line of sight from the Customer's premises to one of Connaught's Points of Presence. Wireless Ethernet connections offer all the benefits of fibre, including un-contended, symmetrical, low latency, high availability connections, with the additional benefits of enhanced security, short installation times, ease of relocation and significant savings over the cost of Fibre Ethernet.

2.2 Tail Circuits are fully managed and are proactively monitored 24 x 7 x 365.

3. Backup Tail Circuit

Backup Tail Circuit Services are based on FTTC Broadband, Ethernet over FTTC, Ethernet Copper or Ethernet Fibre services, as set out on the Order.

4. Hardware Maintenance

Connaught will replace or repair faulty Connaught-supplied Customer Premises Equipment and Network Terminating Equipment.

5. Service Desk

5.1 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 Network Services
- Management of the prompt resolution of Faults arising within the Network Services which are identified by Connaught's monitoring system
- Management of the prompt resolution of Faults arising within the Network 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

5.2 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

5.3 The service desk is available from 9am to 5pm Monday to Friday excluding bank and public holidays.

6. Service Level Agreement

6.1 Connaught shall use reasonable endeavours to respond to 95% of the Customer's properly submitted Fault reports within one Working Hour of the submission of the Fault report.

6.2 Connaught has the following recovery time targets. Recovery times are the target maximum times from the Customer raising a Fault report to the Fault being resolved:

Tail Circuit Type	Priority 1	Priority 2	Priority 3	Priority 4
Wireless Ethernet	Five hours	Reasonable endeavours		
Ethernet Copper	Eight hours			
Ethernet Fibre	Six hours			
FTTC / ADSL	Reasonable Endeavours			

6.3 Fault priorities are defined as follows:

6.3.1 Priority 1 Faults include total outage of the Core Network or a Tail Circuit resulting in a the Customer's Site being unable to transmit or receive any data;

6.3.2 Priority 2 Faults include reduced bandwidth or network performance, resulting in delayed or slow transmission of data;

6.3.3 Priority 3 Faults include problems that affect less than 10% of users or a configuration problem;

6.3.4 Priority 4 includes informational issues, for example requests about configuration, usability or documentation.

6.4 Elapsed time is calculated as stop time minus start time minus any parked time, where:

6.4.1 Start time is the time that a Fault is logged on Connaught's fault handling system.

6.4.2 Stop time is the time at which the status of the Fault becomes resolved. The Fault report may be kept open for monitoring purposes after such time.

6.4.3 Parked time is time during which Connaught is unable to progress the resolution of the Fault for reasons beyond its control, including but not limited to:

- a) Connaught has requested and is awaiting information missing from the Fault report;
- b) Connaught is awaiting power up/down of the Customer's Equipment;
- c) Connaught is awaiting the Customer's availability for a Site-visit, or the arrangement thereof;
- d) The Customer is unavailable to respond to Connaught;
- e) Access is unavailable at the Customer's Site at the agreed time for a visit;
- f) Inclement weather that in the reasonable opinion of the Company, presents a health and safety hazard.

6.5 Target resolution times set out in paragraph 6.2 do not cover Faults that are associated with physical cable breaks or vandalism within the Local Loop network. Estimated restoration of service will be communicated to the Customer via Connaught's Helpdesk. Approximate restoration of service will be 5-10 Working Days.

6.6 Connaught's failure to meet the targets set out in this paragraph shall not be deemed to be a breach of this Agreement.

7. Complaint Handling

7.1 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

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