

## Terms & Conditions of Service

### THE SCHEDULE for the supply of Leased Line Service(s)

#### 1. Description of the Service

This Schedule and the MASTER SERVICES AGREEMENT FOR THE PROVISION OF TELEPHONY, COMMUNICATIONS, INFRASTRUCTURE SERVICES and INFORMATION TECHNOLOGY SERVICES and the Order together form the Contract for the Service(s) to be supplied by the Supplier to the Customer.

This Agreement is made between the Supplier (X.Communications Limited registered in England & Wales under number 02139995) and the Customer, as specified on the Supplier's Order form.

The Supplier agrees to provide Leased Line Services as specified under this Schedule.

Where a conflict exists between this Schedule and the Master Services Agreement, the Master Service Agreement will take precedence.

#### 2. Definitions

In this Agreement the following terms shall have the following meanings:

**Accepted Order:** means an Order that has been approved and accepted by the Supplier, and the Customer has been notified in writing including by email by the Supplier of the acceptance of such Order.

**Access Circuit:** means an internet or data or other form of electrical or optical transmission Circuit which is provided via a dedicated cable and used exclusively by you for the purposes of data transmission / Internet access.

**Activation Date:** means the date upon which the Supplier confirms to the Customer that the Leased Line Service is available for use.

**Agent:** the agent, if any, representing the Supplier in the sale of the Service to the Customer.

**Agreement:** means these Terms and Conditions (including the Schedules) together with the Order Form and price list.

**Asbestos Registers:** Means the register held at the customer premises outlining where if any Asbestos is present.

**"the Act";** means the Communications Act 2003;

**Back-up Services:** means a Service of either a secondary Access Circuit or a Broadband Service to be used if the main Access Circuit has a fault.

**Business Days:** means any day which is not a Saturday, Sunday, or public holiday in the UK.

**CPE:** means Customer Premise Equipment which is located at the Customer site.

**Circuit:** means a Leased Line circuit whether for the provision of Internet Access or Point to Point between Customer Sites or other locations.

**Contract:** means this Agreement.

**Customer:** the Customer specified on the X.Communications Order Form.

**Customer Order Form:** a document that records one or more business transactions between the Customer and the Supplier which is signed by the Customer.

**Data:** information including documents, texts, software, music, sound, photography, messages, and other material of any kind in any form.

**Dedicated Internet Access Circuits (DIA):** means a connection, delivered via Ethernet or private-line circuits, that isn't shared with other Customers.

**Degraded Services:** means the presence of anomalies or defects that cause a degradation in QoS, but do not result in total failure of the Service.

**Domain Name Changes:** means a change in a name associated with a physical IP address on the internet.

**EFM:** means Ethernet in the First Mile which is an internet connection provided over copper and can consist of multiple copper pairs and uses Ethernet protocols up to the customer premises.

**EoFTTC:** Means Ethernet over Fibre to the Cabinet utilizing a hybrid of copper and fibre. A phone line is supplied as part of this circuit. EoFTTC is the name TalkTalk apply to this service.

**Equipment:** means any and all equipment including computer equipment and software supplied by the Supplier or its Agents or its Contractors that may be required to provide the Services.

**Excess Construction Charges (ECC):** means additional charges to be applied to the Installation Charge to cover unexpected network or construction upgrades to enable the Circuit to be delivered to the Customer.

**Fault:** means Service downtime (other than a Planned Outage) with a total loss of Service where it is not possible to transmit internet data or any other form of data.

**Fix Time Targets on Infrastructure Physical Faults:** : As defined in the Incident Reporting Schedule below.

**Fix Time Target's Physical Fault:** As defined in the Incident Reporting Schedule below.

**Fix Times:** means the time taken to fix a fault on the circuit.

**GEA:** is the name BT Wholesale apply to the EoFTTC product. A phone line needs to be present in order to install this service.

**Incident Report:** a document of any event that may or may not have caused injuries to a person or damage to a company asset.

**Installation Charges:** means the initial installation cost to the Customer for connecting to the Network and providing the Service to the Customer by the Supplier.

**Leased Line Circuit:** means a Circuit used either to provide Dedicated Internet Access or Private point to point Leased Line Services between Customer sites.



**Local Area Network (LAN):** means a computer network that links devices within a building or group of adjacent buildings, especially ones with a radius of less than 1km.

**Maintenance Period:** Means the start and the end time of the Maintenance Window.

**Maintenance Window:** means a period within a set time frame in which planned works to the Service will take place and have been identified to the Customer and where the Service may not be available for the period of the Maintenance Window.

**Managed Internet Leased Line Services:** means the Supplier supplies the Circuit and a Router to enable the Customer to access the Internet. The Router is Managed by the Supplier 24/7 via remote monitoring and management by the Supplier Support department.

**Minimum Period:** means thirty-six (36) months from the Start Date or such other period as agreed on the Customer Order Form.

**NTE:** means Network Termination Equipment

**Network Operator:** means an organisation providing telecommunications Services as described in the Act.

**Normal Business Hours:** [8:00am to 6:00pm] local UK time, each Business Day.

**Order:** means the The Customer Order Form signed by the Customer, or such other document signed by the Customer, that the Supplier deems to constitute the Order within which the Customer has offered to acquire the Services, and which refers to any special Terms and Conditions relating to a particular Service.

**Outage Time:** means the time duration of the Fault.

**Planned Maintenance:** means Planned Outage.

**Planned Outage:** means any Service downtime that has been prior notified to the Customer for the purposes of Maintenance or service changes.

**Point-to-Point Leased Line Services:** a dedicated, private, fixed capacity circuit delivered point to point between Customer nominated sites. Point-to-Point Leased Line Services do not share infrastructure and will be delivered as a stand-alone Service which may not be monitored by the Supplier.

**Protected Circuit:** means a Leased Line Circuit delivered over multiple lines to deliver a resilient Service.

**Renewal Period:** means the period after the Minimum Term, or such other renewal period that the Customer has agreed in writing with the Supplier.

**Resilient Circuit:** means a Leased Line Circuit delivered via more than 1 Circuit to provide a resilient service.

**Response Time:** means the time taken to respond to a Customer-notified fault on the Circuit.

**Response Time Target:** means the time take by the Supplier to respond to a Customer fault as per the schedule in clause 10.

**Rights of Access Approval:** means the legal approval by the land or premises or Site owner of any route and any required construction or alterations to the land or premises or Site to allow the circuit to be installed.

**SLA:** means Service Level Agreement as described in this Schedule.

**Service:** means the services that the Supplier has agreed to supply to the Customer, as set out in the Order and the Accepted Order.

**Service Credits:** Service Credits to which the Customer may be entitled, in accordance with this Schedule, in relation to disruption to a Leased Line Service.

**Service Provider:** means any third party who the Supplier may use to provide the Service.

**Set Up:** means Installation or Install.

**Site Survey:** means the physical or logical surveying of the Customer site and proposed network infrastructure to be used to enable the installation of the Circuit and where any ECC charges may be advised.

**Start Date:** the day that the Service becomes fully functional and is handed over to the Customer.

**Supplier:** means the company trading as X.Communications Limited and its successors or Associated Company, or any other such company as the Supplier may assign their rights under this Contract to.

**Target Go Live Date:** means an indicative date agreed with the Customer for the commencement of Services as described on the Order.

**Terminating Device:** means a router or other device that is used to terminate the Circuit. In the case of an Unmanaged Leased Line Services the demarcation point will be the NTE. In the case of a **Managed Leased Line Service** the demarcation line is the LAN side of the router or router firewall appliance.

**Traffic:** means the amount of data, volume of voice, or the number of messages carried over a communication channel in a given period.

**Unmanaged Internet Leased Line Services:** means the Supplier supplies the Circuit and the Customer provides a Router or other device to enable the Customer to access the Internet; The Router is not managed by the Supplier and no remote monitoring and management by the Supplier Support department takes place. The service is delivered as a "wires only termination" whereby the Network Provider terminates the circuit to a Network Termination point.

**Unprotected Circuit:** means a Leased Line Service delivered over a single Leased Line.

**WAN:** means Wide Area Network

**Wayleave Approval:** means Rights of Access approval.

**Wide Area Network (WAN):** a telecommunications network that extends over a large geographical area. Wide Area Networks are often established with leased telecommunication circuits.

**'Go Live Date':** means the date on which the Supplier notifies the Client or any User that the Service or part thereof are ready for use or, if earlier, the date on which the Client or any User first makes use of the Service of part thereof;



### 3. Services

- 3.1 Subject to compliance by the Customer with its obligations under this agreement, the Supplier shall provide the Services to the Customer during the currency of the Contract for the supply of the Services as detailed on the Customer Order Form with reasonable care and skill as expected of a competent communications provider.

### 4. Term

- 4.1 This Contract for the supply of the Service shall subsist for the Minimum Period and may only be terminated by no less than sixty (60) Business Days' notice in writing by the Customer to the Supplier before the end of the Minimum Period or any Renewal Period.

### 5. Usage

- 5.1 **Improper Use.** The Customer shall use its reasonable endeavours to ensure that nothing is transmitted by or on behalf of the Customer or using the Customer's Equipment through the Service or downloaded in violation of any UK or International law, regulation or treaty or the Supplier's Acceptable Use Policy or in breach of the intellectual property or other legal rights of any person. The Customer shall at all times ensure that such information and material comply with the laws of all applicable jurisdictions and shall keep the Supplier fully and effectively indemnified from and against all costs, claims, liabilities and demands relating to or arising from:

5.1.1 any breach by the Customer of this clause; or

5.1.2 any criminal or civil legal action brought against the Supplier as a result of the actions of the Customer. A breach of this clause and/or the Supplier's Acceptable Use Policy will also be grounds for the Supplier to terminate this Agreement without notice and with immediate effect, at the Supplier's discretion.

- 5.2 **Offending Material.** Without prejudice to any of its other rights, the Supplier shall be entitled to disable the Service or any other part of it immediately and without notice or to take such action as it may in its discretion think appropriate to ensure that any material which the Supplier in its reasonable opinion considers offending is not capable of being transmitted or downloaded. The Supplier shall not however be obliged to take, or consider whether it should take, any such action. The Supplier shall inform the Customer of any such action and the reasons for the same.

- 5.3 **Customer-Only Traffic.** The right to use the Service is to the Customer, and those members of its staff and others engaged by the Customer, to perform work for the Customer unless otherwise agreed by the Supplier.

- 5.4 **Bandwidth.** The Customer acknowledges that the Supplier has no direct control over the availability of bandwidth over the entirety of the Internet and that while it will use such endeavours as the Supplier, in its absolute discretion, deems appropriate to facilitate the Service at all times, the Supplier shall not be responsible for delays caused by overuse or lack of such bandwidth.

- 5.5 The Customer agrees that any usage of the Service is controlled by the Customer and over usage resulting in poor performance will be the responsibility of the Customer. In such cases where continued overuse is present the Customer may ask the Supplier for a Service upgrade which may result in additional charges applying.

### 6. Description of Leased Line Services

- 6.1 Leased Line Services are provided as:

6.1.1 **Internet Leased Line Services** – a dedicated private, fixed capacity circuit delivered from the Supplier or its Agents or its Subcontractors Network to the Client Site with Internet connectivity.

6.1.2 **Managed Internet Leased Line Services** - are delivered as a Fully Managed Service with supplied router, 24/7 remote monitoring and management by the Supplier.

6.1.3 **Unmanaged Internet Leased Line Services** – a dedicated, private, fixed capacity circuit delivered from the Supplier or its Agents or its Subcontractors Network to the Client Site with Internet connectivity. Internet Leased Line Services are delivered to the customers premises, but it is the customers responsibly to supply the termination equipment and to monitor.

6.1.4 **Point-to-Point Leased Line Services** - is a dedicated, private, fixed capacity circuit delivered point to point between Client nominated sites and will be delivered as a stand-alone Service which may or may not depending on what has been ordered be monitored by the Supplier.



## 7. Orders for Leased Line Services shall be completed according to process set out in this clause.

- 7.1 All quotations made by the Supplier shall be deemed to be made subject to the terms and conditions of this Contract for the Supply of the Services and any required survey.
- 7.2 If Excess Construction Charges (ECC) are applicable in order to provide the Services, the Supplier shall notify the Customer in writing of the charges and the reasons for them. The Customer shall indicate acceptance of the excess construction charges in writing. Full payment of the ECC charges will be required to be paid prior to the Supplier confirming acceptance to the carrier. If ECC charges are not accepted, then the order can be cancelled without penalty.
- 7.3 If no ECC charges are identified the order will proceed and the ability to cancel free of charge is no longer available.
- 7.4 No Order shall be binding on the Supplier until that Order has been accepted by the Supplier in writing by notice to the Customer.
- 7.5 Upon acceptance by the Supplier the Services shall be provided under the terms of the Supplier Contract.
- 7.6 A request for an upgrade or downgrade of an existing Service may be considered a request for new services which may have a new Minimum Term and pricing applied.

## 8. Support

- 8.1 During the period of the Contract the Supplier will provide support to the Customer during normal business hours and outside of normal business hours where "Out of Hours" support is noted on the Customer Order form.
- 8.2 Support will normally be via telephone or email but where it is deemed necessary and at the sole discretion of the Supplier an on-site engineering visit may be required to be undertaken by the Supplier.
- 8.3 Where required the Supplier will liaise with any Network Service Provider or Carrier to ascertain the situation with regard any Service issue and feed this information back to the Customer.

## 9. Customer Equipment and Network

- 9.1 The Customer agrees that from the Start Date, it will have available all necessary Customer Equipment for which it is responsible, to allow effective installation and continuation of the Service.
- 9.2 It is the sole responsibility of the Customer and not the Supplier to provide security with respect to and of the Customer's facilities or the facilities of others. The Customer shall be solely responsible for maintaining user access security and network access security of the Service.
- 9.3 From time to time the Supplier or its Agents may interrupt the Service to maintain, update or enhance software Equipment or other aspects of the Service and/or the Supplier Network ("Maintenance Events"). The Supplier will, where possible, give the Customer a minimum of 2 Business Days advance notice of such events, and where possible will schedule Maintenance Events so as to cause minimum interruption of the Service. For the avoidance of doubt, it may not be possible to give such notice where interruption to the Service is necessary to deal with Incidents occurring in connection with the Service.
- 9.4 From time to time the Supplier or its Agents may interrupt the Service to carry out emergency maintenance to the Supplier or its Agents Network in order to maintain appropriate levels of service quality and to provide where possible minimum impact to the Service.
- 9.5 The Customer shall give all reasonable assistance to the Supplier to enable Maintenance Events to commence on the planned date and for them to be completed efficiently.
- 9.6 Any Maintenance Events which occur during Normal Business Hours, and which were not requested by the Customer, shall not be considered downtime for the purpose of service availability measurements.

## 10. Incident Reporting Schedule

10.1 The parties agree on the following deadlines for the Service Provider to respond to notice from the Client with respect to any service-related issue:

| Priority Issues | Description of Issue  | Target Resolution | X.Communications Response Time       |
|-----------------|---|-------------------|--------------------------------------|
| <b>High</b>     | Total loss of Service resulting from a single event<br><br>User has total loss of Service/Product or degraded beyond usable limits.<br><br>Degraded Services e.g., Errors, packet loss to router interface, inability to transmit/receive where Business operations are severely impacted.  | 4 hours (Fiber)   | 1 hour followed by updates each hour |
| <b>Medium</b>   | Partial loss of Service or degradation of Service, resulting from one event.<br><br>Partial loss where Service is intermittent or slow throughput.<br><br>Packet loss less than 25%; slow throughput.   | 8 hours           | 4 hours                              |
| <b>Low</b>      | Service Enhancement* that requires a change to the existing Service and/or Supplier Network components that will facilitate Service.<br><br>(*Service Enhancements exclude speed upgrades which are considered on a case-by-case basis and the Supplier shall endeavor to resolve within 5 Business Days)<br><br>Service requests or changes etc. | 3 Business Days   | -                                    |

10.2 The Customer understands and accepts that it may be necessary to extend the timescales in the Incident Reporting Schedule above due to the complexity of the Incident or where the Supplier is dependent on a third-party for the resolution of the incident. In such circumstances, the Supplier shall use where available, reasonable endeavours to eliminate or reduce the impact of the Incident on the Service by provision of a workaround, with permanent correction to follow.



**10.3** The Customer accepts in cases where a physical cable has been damaged either in the Customer Premises or in the Public highway or any other public telephony exchange or similar, the time to fix is dependent on 3<sup>rd</sup> Parties and the Supplier has no control over the time period required to fix in such instances. In such instances the timescales shown in the above Incident Reporting Schedule will not apply.

**10.4** Clearance of incidents:

**10.4.1** The Supplier will clear an incident reported to the Supplier by the Customer in accordance with this Agreement and an Incident Report will be considered to have been cleared where either:

**10.4.1.1** It is corrected by the Supplier (including the provision of a temporary fix); or

**10.4.1.2** The Supplier has investigated the incident and the Supplier's initial fault diagnostic testing indicates that the incident is not found and/or is not the fault of the Supplier; and this has been confirmed by the Supplier or the Customer.

## 11. Leased Line Services

**11.1** On Managed Internet Leased Line Services, the Supplier shall supply monitoring and management of Internet Leased Line Services 24 hours a day 7 days a week together with pre-emptive Incident reporting to the Customer whenever reasonably possible. In the event that any Incident is experienced by the Customer that it has not been identified by the Supplier the Customer must submit an Incident Report to our support teams by telephone or via email.

**11.2** For Point-to-Point Leased Line and Unmanaged Leased Line Services the Customer will be responsible for the submission of Incident Reports to the Supplier.

**11.3** All Incident Reports submitted by the Customer must provide a complete description of the Incident and any information reasonably requested by the Supplier.

**11.4** The Support team will require the Customer to conduct first line diagnostics with any of its Users where appropriate.

**11.5** If the Customer reports any Incident which requires urgent assistance outside of Normal Business Hours, the Customer must place a follow up call to the out of hours number in order to notify the Supplier engineer of the nature of the Incident.

**11.6** All faults must be logged via the Supplier service desk portal.

## 12. Incident Response Timescales

**12.1** The Supplier shall use best endeavours to notify the Customer of acceptance of the incident within 60 minutes of the support request being raised.

**12.2** The Supplier will have an additional 60 minutes before an engineer will be assigned to look into the incident.

**12.3** The Supplier shall use best endeavours to make an update on an Incident available to the Customer via email within the response times specified.

**12.4** The Customer understands and accepts that the Supplier is dependent on a third party for resolution of the Incident. In such circumstances, the Supplier shall use reasonable endeavours to eliminate or reduce the impact of the Incident on the Service by provision of a workaround, with permanent correction to follow if possible.

## 13. Clearance of Incidents

**13.1** The Supplier will clear an Incident reported to the Supplier by the Customer in accordance with this Agreement.

**13.2** The Supplier has investigated the Incident and the Suppliers initial fault diagnostic testing indicates that the Incident is not found and/or is not the fault of the Supplier; and this has been confirmed by the Supplier with the Customer.

**13.3** The fault has cleared.

**13.4** Escalation Process:



- 13.4.1 The Supplier will provide an Escalation Process where an Incident is understood as a clear request for the support of a higher technical or management level in order to clear the Incident. If the Incident is considered to be not progressing in a satisfactory manner or if it is foreseen that the targeted time to repair will not be met, either Party may escalate the Incident.

## 14. Wayleave (Rights of Access):

- 14.1 In instances where the Customer site is not owned by the Customer but is rented or Leased or other, a formal Wayleave may be required from the building owner. In such cases the Supplier or its representative will discuss directly with the building owner to formalise legal "Rights of Access" to the Customer site. Where such Wayleave is required the installation of the service will not commence until such Wayleave has been duly agreed and signed by the Building owner or their representative.
- 14.2 The Customer accepts that all costs incurred by the Building owner associated to the Legal provision of a Wayleave are the responsibility of the Building owner or the Customer and the Customer fully Warrants that no costs to procure such Wayleave / Permissions will be borne by the Supplier or its representatives.
- 14.3 Upon execution of the Wayleave the Supplier will instigate its installation process for the installation of the Service as described on the Customer Order Form. Any delays in the provision of the Service as a result of the aforementioned clauses will not be detrimental to the Supplier or its Order for the Services signed by the Customer.
- 14.4 At the discretion of the Customer, the Customer can Warrant they have full permission to install telecommunications infrastructure including but not limited to Leased Line Services.

## 15. Equipment and Installation and Site Access

- 15.1 All Services Equipment remains the property of the Supplier at all times.
- 15.2 The Customer agrees to:
- 15.2.1 prepare the Site and provide a suitable place, conditions, connection points and electricity for the Supplier or its Agents Equipment at the Site in accordance with the Suppliers reasonable instructions, if any; and
- 15.2.2 obtain all necessary consents, including but not limited to, consents for any necessary alterations to buildings, permission to cross other people's land or permission to put the Suppliers/carrier Equipment on their property. The Customer accepts that the Supplier has no authority to proceed with the Installation of the Services until such permissions including but not limited to Wayleave / Rights of Access, Building Control have been officially granted and that any additional requirements including but not limited to Health and Safety reports or Asbestos Registers or other are all supplied, completed and agreed by the Supplier or its Agents or the Carrier prior to any installation work being undertaken.
- 15.3 The Customer is responsible for the Supplier/ Network Provider Equipment and agrees to take reasonable steps to ensure that nobody (other than someone authorised by the Supplier) adds to, modifies or in any way interferes with it. The Customer will be liable to the Supplier for any loss of or damage to the Supplier or Network Provider Equipment, except where such loss or damage is due to fair wear and tear or is caused by the Supplier or its Agents or the Network Provider and on the Suppliers behalf.
- 15.4 The Customer agrees to take reasonable steps to provide access to the Site including for the purpose of installation and use of the Supplier Equipment at the Customer Site
- 15.5 The Supplier agrees to observe the Customer's reasonable Site safety and security requirements.
- 15.6 The Customer agrees to provide and agrees to take reasonable steps to ensure a suitable and safe working environment for the Supplier at Site.
- 15.7 It is the responsibility of the Customer to carry out any making good or decorator's work required as a result of the Installation of the Services
- 15.8 In order for the Supplier to perform its obligations under the Contract, upon the Supplier giving to the Customer reasonable notice and subject always to the Customer's rights to supervise any access, the Customer grants to the Supplier (including its employees and authorised representatives) the right from time to time:
- 15.8.1 To enter those parts of the premises or land of the Customer as necessary to the extent that they are used for the purposes of the provision of the Services;
- 15.8.2 To perform installation and maintenance work at or on the said premises or land from time to time in accordance with the agreed access provisions and the Customer's prior arrangement to a method statement detailing the nature of the works;





**15.8.3** To bring upon, install and keep installed at the said premises or land such equipment as it reasonably necessary for the provision of the Services and the maintaining of the Services Equipment.

**15.9** Each Party shall at all times comply and procure that its employees and authorised representatives comply with all reasonable instructions of the other Party or any third-party pursuant to any consents and Wayleave's obtained in accordance with this Clause.

## 16. Service Delivery

- 16.1** The Customer understands that if the Customer has ordered Leased Line Services from the Supplier, including Dedicated Internet Access Circuits, the Network Provider requires legal rights of access to your property in the form of a Wayleave (where the Customer does not own the premises), as explained in Clause 15 above.
- 16.2** This Wayleave is required from the Customer's landlord.
- 16.3** There may also be additional Excess Construction Charges (ECC) to get the Circuit installed.
- 16.4** Where this is the case, the Supplier will advise the ECC and at this point the Customer will have the right to cancel the Service. If no ECC applies, the Customer will not have the right to cancel the Service, and the Installation will proceed as planned.
- 16.5** Where ECC do apply and where there is a delay in Wayleave being gained (if required) the Supplier will continue to progress your Order and you do not have the right to cancel the Service. Where ECC have been applied due to additional works being required, the Customer accepts that the amount of time provided by the Supplier is an estimate and that the Supplier cannot control the speed at which the Network Provider works to undertake construction in public and private highways etc.
- 16.6** In some cases, unforeseeable delays are encountered due to Road Closure Licences and Agreements being required from Local Authorities. In these cases, delays will be experienced whilst the planning departments in the Local Authorities or other Government bodies decide alternate traffic routing.
- 16.7** In cases where road closures are required, significant delays in service provision can be encountered. Where multiple road closures are required and where excessive construction is needed, further significant delays may be encountered.
- 16.8** The Customer accepts that it is not possible to put a timescale on these delays and accepts that delays can be significant and can exceed 12 months in serious cases.
- 16.9** Customers understand that once an order has been accepted and ECC's have been agreed and paid in advance, cancelling the order part way through will invariably mean the loss of any ECC monies paid.

This is because works required in the public highway would have commenced and therefore construction costs will have been incurred.

- 16.10** The Customer agrees to:
- 16.10.1** Prepare the Site and provide a suitable place, conditions, connection points, and electricity for the Leased Line Services Equipment at the Site in accordance with the Supplier's reasonable instructions, if any; and
- 16.10.2** Obtain all necessary consents, including for example, consents for any necessary alterations to buildings, permission to cross other people's land, or permission to put the Leased Line Services Equipment on their property.
- 16.11** The Customer is responsible for the Leased Line Services Equipment and agrees to take reasonable steps to ensure that nobody (other than someone authorised by the Supplier) adds to, modifies, or in any way interferes with it.
- 16.12** The Customer will be liable to the Supplier for any loss of or damage to the Leased Line Services Equipment, except where such loss or damage is due to fair wear and tear or is caused by the Supplier or anyone acting on the Suppliers behalf.

## 17. Domain Name and Network Number

- 17.1** The Supplier has no control over the availability of domain names and accepts no responsibility for the availability of any domain name.
- 17.2** The Supplier will provide IP Addresses as required and as available and in line with industry practice. However, these IP Addresses do not become the property of the Customer and upon the Contract for the Supply of the Service terminating the IP Addresses supplied by the Supplier to the Customer will also terminate.





17.3 In respect of any actions taken by the Supplier pursuant to this clause 17, the Supplier may levy additional charges on the Customer as agreed in advance.

## 18. Historical Archive and backup

18.1 While the Supplier backs up its server computers as a regular part of its internal systems administration, the Supplier does not guarantee any storage or backup of Customer Data unless such a Service has been requested on an Order form which has become an Accepted Order.

## 19. Service Pricing

19.1 Upon an Order becoming an Accepted Order the Installation Charges for the below will become due:

- 19.1.1 The Supplier's set up fee(s), upgrade fee(s) (as applicable) payable with order;
- 19.1.2 The Supplier's service fees for the Minimum Period (including any options selected by the Customer on the Customer Order Form);
- 19.1.3 Domain Name Charges (as applicable);
- 19.1.4 Equipment Lease Fees (as applicable);
- 19.1.5 Equipment Purchase Charges (as applicable);
- 19.1.6 Other Charges as identified on the Order.

## 20. Service Pricing Renewal Period

20.1 The Supplier will increase the charges of the Service by a minimum of 15% for the 1st Renewal Period (which is normally at the end of a 36-month Minimum period term) and any further subsequent Renewal Periods will also have a minimum automatic price increase of 5% added to the charge for the Service. This increase is to cover the effects of inflation and the Suppliers Internal cost rises during the Minimum Period (normally 36 months), any costs in additional or replacement equipment and any other costs that may from time to time arise to ensure the smooth running of the Service.

20.2 Should a Customer order more than 1 Service the pricing of each Service may differ depending on the Network Provider costs associated to providing the Service and any additional or included Service enhancements including but not limited to the number of included or not included IP Addresses provided with the Service.

## 21. Additional Service Terms

21.1 To enable the Supplier to provide the Service, the Customer agrees to abide by the Supplier's prior agreed recommendations and specifications regarding the existence, configuration and maintenance of Equipment used by the Customer (if any), the software used by the Customer and cabling required to integrate the Customer's host or Local Area Network (LAN) into the Supplier's Wide Area Network (WAN). The Customer's Equipment must comply with the relevant portions of such recommendations and specifications. Such recommendations and specifications, if any, are given solely for the protection of the Supplier's Equipment and not the Customer's and the Customer may not therefore rely upon such recommendations and specifications in the design, maintenance or service of the Customer's Equipment or system.

21.2 The Customer is responsible for any of the Supplier equipment located at its premises and will only use the Supplier Equipment and any associated software in accordance with any instructions and/or software license provided from time to time. The Customer may not add to, modify or in any way interfere with the Supplier equipment and the Supplier will not be liable for any repairs of the Supplier Equipment other than those arising as a result of its normal and proper use. The Customer will insure any of the Supplier Equipment located on its premises from all risks equal to the full replacement value of the Equipment.

## 22. Support

22.1 The Supplier's helpdesk will provide reasonable telephone and email support on problems experienced by the Customer in relation to the Service. Requests for advice and assistance can be submitted to [support@xcomm.co.uk](mailto:support@xcomm.co.uk)

## 23. Service Level

23.1 The Customer accepts the Supply of the Service is via 3<sup>rd</sup> Party Network Operators and not the Supplier. Therefore, the Supplier has no control over the Supply of the Service and no visibility into the Network Operators Systems or Networks. The Supplier in the event of a fault occurring with the Service will use all reasonable endeavours to provide the Customer with feedback associated to the fault and an indication of the fault resolution timescales. The Customer accepts that the Supplier cannot be held responsible for any faults relating to the Service.



## 24. Network Infrastructure

24.1 From time to time the Supplier or its Partners or 3<sup>rd</sup> party suppliers may upgrade their network infrastructure. This may require the Customer to upgrade some of its equipment if the Service is to be continued. In that event, the Customer agrees to make within thirty (30) days such reasonable upgrades to its hardware or software as the Supplier's technical staff may from time to time reasonably specify by written notice to the Customer. The Supplier shall not be responsible for degradation of or disruption to the Service if the Customer does not make the required upgrade.

## 25. Warranty

25.1 Where any Service includes a "burstable" element, the provision of the Service beyond the "bursted" bandwidth is subject to the Supplier or its partner and its suppliers having spare bandwidth available. All Services are subject to any "maximum traffic per service" limits.

25.2 The Customer is solely responsible for the use of any information or other material obtained through the Service. The Supplier specifically excludes any responsibility for the accuracy or quality of any information obtained through the Service, or that any other material obtained through the Service, may be used in any way by the Customer without infringing the rights of any third parties. The Customer further acknowledges that these matters are outside the control of the Supplier.

25.3 The Supplier does not Warrant the quality of the Service and the Customer accepts that the Service infrastructure is delivered by a Network Operator and the Supplier has no control over the quality of that network.

## 26. Service level agreement: Leased Lines

### The Supplier Network Availability Service Level Guarantee

The Supplier cannot guarantee the Service will be available 100% of the time. The Supplier network is the combination of the Supplier-operated equipment, servers, circuits, and other data transmission facilities plus Third Party Network Operators, Carriers (IP and Telephony), International Transit providers and many other organisations around the world that enable services i.e., calls and data packets to be delivered.

