

**TALK TELECOM LTD**

**SERVICE SCHEDULE FOR DATA NETWORK SERVICES  
(WITH BROADBAND PROTECT AND ENHANCED NETWORK SERVICE)**

Please read this Service Schedule in conjunction with the Company's Master Services Agreement and Privacy Notice, which can be found on the Company Website.

The Company's Master Services Agreement, which has been accepted by the Customer, applies to this Service Schedule.

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this service schedule (**Service Schedule**) the following words shall have the following meanings and any other defined terms shall have the same meaning as in the Master Services Agreement:

<b>Advanced Hardware Replacement</b>	any new or reconditioned hardware sent by the Company to the Customer's Site for the purpose of replacing faulty existing hardware which remains covered under the manufacturer's warranty.
<b>Authorised Users</b>	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services, subject to the Company's written approval.
<b>Barring</b>	means the Company's ability to restrict or block access to specific internet content available via the internet.
<b>Broadband Protect Service</b>	the Service Assured Product comprising of:  (i) Broadband Protect; or  (ii) Broadband Protect Plus;  details of which are set out under Clause 5 and Schedule 3, and provided to the Customer subject to the terms of the Agreement;
<b>Broadband Protect Absolute</b>	means, in addition to the Services provided to the Customer under the Broadband Protect Plus services, the following additional services of:  (i) user access control;  (ii) device monitoring and alerting;  (iii) the provision of a mobile SIM card as an alternative broadband connection route in the event of a complete failure of the primary wired broadband circuit;  as described in Clause 6 and Schedule 3, and provided to the Customer subject to the terms of the Agreement;

<b>Broadband Protect Absolute Service Commencement Date</b>	the date the Company starts providing the Broadband Protect Absolute Service to the Customer.
<b>Broadband Protect Absolute Minimum Term</b>	the fixed period of twelve (12) months starting from the Broadband Protect Absolute Service Commencement Date;
<b>Broadband Protect Absolute Balance of Contract</b>	has the meaning given to it under clause 6.8.1
<b>BT</b>	British Telecommunications plc and its associated companies;
<b>Company Equipment</b>	any equipment owned by the Company or its licensors that the Company uses to provide the Services;
<b>Connection</b>	the connection to the System (however achieved) as required to provide the Services (and "Connect" shall be construed accordingly).
<b>Data Network Services</b>	means the data network services provided by the Company to the Customer under this Service Schedule, as specified in the applicable Order Form.
<b>Distributed Denial of Service or DDos</b>	the Service Assured Product described in clause 10 and provided to the Customer pursuant to the terms of the Agreement;
<b>Enhanced Network Service</b>	the Service Assured Product described in Clause 7 and provided to the Customer pursuant to the terms of the Agreement;
<b>Excess Construction Charges</b>	means any Charges that the Company may apply for resources (including Equipment) required to deliver a Service, or any aspect of a Service, to a Site where such resources exceed the level normally required to provide the applicable Service to that Site.
<b>Exchange Line</b>	any apparatus forming part of the System used by the Company to connect the Site to a telephone exchange to provide the Services;
<b>Extended Warranty</b>	the warranty extended by the Company through the operational life of the circuit up to three (3) years, which includes Advanced Hardware Replacements.
<b>Fault</b>	any defect in or loss of availability of one of the Services;
<b>Line</b>	means a telecommunications circuit connecting a Site or Equipment to the Network, as required to provide the Services to the Customer subject to the terms of the Agreement;

<b>Master Services Agreement</b>	the Company's Master Services Agreement made available to the Customer at the Company Website at <a href="https://www.talk-telecom.co.uk/tc2026">https://www.talk-telecom.co.uk/tc2026</a>
<b>Minimum Term</b>	means the period specified in the Master Services Agreement (or such other minimum period as is set out in the Order Form) from the Service Go-live Date;
<b>Mobile Network Services</b>	means the mobile network services used for the Broadband Protect Absolute Service and provided by the Company pursuant to Clauses 6.1 to 6.12, Clause 8 and Clause 9 (inclusive);
<b>Overage Charge</b>	means £10 per Gb;
<b>Rolling Monthly Term</b>	has the meaning given to it in Schedule 2 of the Master Services Agreement;
<b>Standard Change Requests</b>	a request from the Customer to make the following standard configuration changes to a router supplied by the Company to enable the Customer to access the Services: <ul style="list-style-type: none"> <li>(i) disabling and enabling ports; and</li> <li>(ii) content filtering to prevent access to illegal content;</li> </ul>
<b>Service Assured Product</b>	has the meaning given to it under Schedule 2 of the Master Services Agreement;
<b>Service Assured Product Commencement Date</b>	has the meaning given to it under Schedule 2 of the Master Services Agreement;
<b>Service Credits</b>	the service credits available to the Customer as a result of Unavailable Time, as set out in Schedule 1;
<b>Service Operator</b>	means any mobile network operator.
<b>Service Plan</b>	the monthly, quarterly or annual tariff which the Customer selects at the time the Customer Offers to purchase the Services;
<b>Services</b>	the data services provided by the Company as more fully set out in the Order Form and that the Company agrees to supply to the Customer subject to the terms of the Agreement;
<b>SIM</b>	means eUICC technology that can be embedded into devices or delivered as a traditional removeable SIM;
<b>Special Faults Investigation</b>	higher level of Fault investigation performed by an Openreach engineer in circumstances where the Company's engineers or its Authorised Provider's engineers are unable to trace the relevant Fault(s).
<b>Subsequent Term</b>	has the meaning given to it under the Master Services Agreement;
<b>System</b>	the: <ul style="list-style-type: none"> <li>(i) Network; or</li> <li>(ii) in the case of the mobile network services, the public telecommunications systems</li> </ul>

	that the Company makes available to the Customer or uses to provide the Services;
<b>Third Party Software</b>	any software owned by third parties which are to be provided to the Customer as required to provide the Services;
<b>Transmission Speed</b>	either the rate in Kbps or Mbps that data is transferred between the Equipment and the Service. The Transmission Speed available to the Customer will be affected by the operational and technical characteristics of the Customer's telephone line, the Network and the Customer's chosen Equipment;
<b>Trial Period</b>	has the meaning given to it under clause 5.6;
<b>Unavailable Time</b>	any time that the Ethernet services are unavailable, unless caused by a reason in paragraph 1.5 of Schedule 1;

## 2. MASTER SERVICES AGREEMENT

- 2.1. The terms of this Service Schedule incorporate the terms of the Master Services Agreement. For the avoidance of doubt, in the event of conflict between the Master Services Agreement and the terms of this Service Schedule, the terms of this Service Schedule will prevail.
- 2.2. In this Service Schedule, expressions defined in the Master Services Agreement shall have the meaning set out in the Master Services Agreement unless otherwise defined. Any other defined terms shall have the same meaning as in the Master Services Agreement. The rules of interpretation set out in the Master Services Agreement apply to this Service Schedule.
- 2.3. The Agreement constitutes the entire agreement between the parties in respect of its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty the Company has made or given or which has been made or given on the Company's behalf which is not set out in the Agreement.
- 2.4. The Agreement shall govern the Services provided under this Service Schedule to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. The Customer may Offer to purchase further Lines or Company Equipment from the Company after the Commencement Date. If the Company accepts such Offer, a separate Agreement between the Company and Customer will come into existence comprising of the applicable Order Form, this Service Schedule and the Master Services Agreement.

## 3. THE SERVICES

- 3.1. Where a Customer purchases more than one type of Service pursuant to the Order Form, the Service Go-Live Date may vary for each Service and the Minimum Term and any Subsequent Term in accordance with this Service Schedule will apply to each individual Service Go-Live date specified to each individual Service.
- 3.2. As of the Commencement Date and for the duration of the Term, the Customer agrees to comply with the following:
  - 3.2.1. the Customer shall maintain a Customer Computer System of sufficient specification (as reasonably determined by the Company) to access and use the Services; and

- 3.2.2. the Customer must have compatible cables and extension leads between any communications equipment and telephone socket in order to access and use the Services.
- 3.3. In certain limited circumstances, in addition to any express restrictions set out in any relevant Documentation for the Services or Equipment, or as set out in the Agreement, the Customer accepts that:
  - 3.3.1. the Company may not be able to set up the Services for technical reasons beyond the Company's control;
  - 3.3.2. some limitations within the Network may not become apparent through no fault of the Company until after the Service has been installed and working for some time; and
  - 3.3.3. there may be geographical limitations that may affect or prevent installation of a Service or Equipment.
- 3.4. The Customer accepts that provision of the Services is subject to the potential limitations set out in clause 3.3. In such circumstances, the Company will notify the Customer as soon as possible and the Service may have to be withdrawn. Where the Services are withdrawn, the Company will provide the Customer with a refund of any advance Charges that the Customer has already paid to the Company for such withdrawn Services.
- 3.5. Use of the internet is subject to the Customer's own risk and subject to any applicable laws.
- 3.6. Upon activation of the Services the Customer accepts that the Customer may experience a temporary loss of the Customer's existing Line.
- 3.7. If the Customer changes address and wishes to access the Services at its new Site then:
  - 3.7.1. the Customer must notify the Company in writing;
  - 3.7.2. the Customer will be required to set up a new account for such new site by contacting the Company's Customer Service Department in writing;
  - 3.7.3. the Customer shall provide the Company with proof of its new address. If the Customer does not, its existing account will not be terminated and the Customer will be liable for any Charges that remain due on that account for the remainder of the applicable Term;
  - 3.7.4. the Customer will pay to the Company any relocation fees for any engineering works required when the Customer moves Site, as specified in the relevant Order Form;
  - 3.7.5. if any Company Equipment is lost or damaged when the Customer moves Site the Customer will indemnify the Company in respect of, all costs, expenses and liabilities that the Company incurs as a result of any loss of or damage to the Equipment, unless directly caused by the Company.
- 3.8. When the Customer has moved Site and notified the Company in accordance with Clause 3.7, a Line test will need to be carried out by the Company, or a third party of the Company's choosing. If it is not possible to Connect the Customer, the Customer may terminate the Agreement provided:
  - 3.8.1. termination does not take effect before the date the Customer actually moves premises; and
  - 3.8.2. the Customer gives the Company no less than ten (10) Working Days' prior notice in writing; and
  - 3.8.3. the Customer sends to the Company proof of the Customer's change of address, and

any Charges due in respect of the Customer's existing account to the date of termination will remain payable by the Customer pursuant to the Agreement including, where required, the Balance of Contract and Cease Charges

- 3.9. Where the Company Connects the Customer at the Customer's new Site, the Company will use its reasonable endeavours to ensure that the Customer's Connection is at the same Transmission Speed as that at the Customer's old site prior to the Customer's move. However, if it is not possible, the Company will Connect the Customer at the Transmission Speed the Company determines is available and possible at that time.
- 3.10. If the Company supplies or provides any Third Party Software to the Customer pursuant to the Agreement, then such Third Party Software shall be supplied or provided subject to the standard terms and conditions for such Third Party Software at the time of supply or provision. The Customer undertakes to:
  - 3.10.1. use such Third Party Software strictly in accordance with the Agreement and any other terms and conditions, which have been provided to it by the Company; and
  - 3.10.2. enter into any licence or agreement reasonably required by the owner or licensor of any intellectual property rights in any software supplied to the Customer for the purpose of accessing the Services.
- 3.11. Subject to clause 5.4, the Customer will be responsible for payment of all charges for Special Faults Investigation. The Company will not arrange Special Faults Investigation until it receives the Customer's acceptance of any charges in writing.

#### 4. **ROUTER**

- 4.1. The Customer acknowledges that:
  - 4.1.1. the Company is not responsible for any broadband router that has not been provided by the Company or the configuration of that device and that any Fault diagnosis on the broadband circuit will only be carried out with the test router supplied by the Company for that purpose;
  - 4.1.2. it is the Customer's responsibility to provide full assistance during testing pursuant to clause 4.1.1 and that failure to provide such assistance that results in an inability for the Company to correctly troubleshoot the Fault will be the sole responsibility of the Customer and the Company will not be liable for any claim or for payment of damages resulting due to loss of, or a poor speed of, Services; and
  - 4.1.3. the Company reserves the right to charge the Customer for or to reject any router configuration request from the Customer where that Customer is not receiving Broadband Protect Plus or, where that Customer is receiving Broadband Protect Plus, such request does not fall within scope of a Standard Change Request. If such router configuration request is accepted by the Company, the Company will not proceed with the request until it receives the Customer's acceptance of any charges in writing.

#### 5. **BROADBAND PROTECT SERVICE – SERVICE ASSURED PRODUCT**

- 5.1. Subject to the terms of this Clause 5, the Company offers two (2) levels of Broadband Protect Service:
  - 5.1.1.1. Broadband Protect; or
  - 5.1.1.2. Broadband Protect Plus; and

the service options applicable to each level are set out in Schedule 3.

- 5.2. The Company shall provide the Broadband Protect Service from the Service Assured Product Commencement Date and shall continue to provide the Broadband Protect Service to the Customer for successive periods of 30 (thirty) days (each 30-day period being a Rolling Monthly Term).
- 5.3. The Company or Customer may give written notice to the other, not later than thirty (30) days before the end of a Rolling Monthly Term, to terminate the Broadband Protect Service and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, on termination of the Broadband Protect Service, howsoever arising, the Agreement shall continue in full force and effect for the remainder of the Term, unless terminated earlier accordance with the terms of the Agreement. Only the Broadband Protect Service will cease upon termination pursuant to this clause 5.3.
- 5.4. Subject to Clause 5.5, in relation to Faults reported by the Customer, Broadband Protect Service and Broadband Protect Absolute includes:
  - 5.4.1. free engineering visits by Company engineers; and
  - 5.4.2. a contribution towards Special Faults Investigation up to a maximum amount of £250 plus VAT per annum.
- 5.5. If the Company's or Authorised Provider's engineers:
  - 5.5.1. are unable to access the Customer's premises, offices or other facilities for any reason at the date/time agreed by the Parties,
  - 5.5.2. are unable to perform the Services at the Site for any reason including (but not limited to) the Customer providing inaccurate information, or
  - 5.5.3. determines, in its reasonable opinion, no Fault is present;

then the Broadband Protect Service, Broadband Protect Absolute and Enhanced Network Service will not apply, and the Company will charge the Customer for the Company's reasonable costs incurred for responding to the Customer's request for services, and such charges will be payable by the Customer in accordance with the terms of the Agreement.

#### **Broadband Protect**

- 5.6. Where available to the Customer, Broadband Protect will be provided to the Customer free of charge for the first three (3) months from the Service Assured Product Commencement Date (**Trial Period**).
- 5.7. At any time during the Trial Period the Customer can cancel Broadband Protect by contacting the Company's Customer Services Department by phone or in writing without incurring any charges for the provision of Broadband Protect and thereafter, will no longer receive Broadband Protect.
- 5.8. Upon expiry of the Trial Period, unless the Customer has cancelled in accordance with Clause 5.7, the Company shall automatically continue to provide the Customer Broadband Protect for successive periods of 30 (thirty) days (each 30-day period being a Rolling Monthly Term) and the Customer will pay the applicable charges (as set out on the Company Website from time to time or as notified to the Customer in writing) in accordance with the terms of the Agreement.

#### **Broadband Protect Plus**

- 5.9. Broadband Protect Plus will, where requested and available to the Customer, be provided from the Service Assured Product Commencement Date (which relates specifically to the provision of Broadband Protect Plus) and the Company shall continue to provide Broadband Protect

Plus to the Customer for successive periods of 30 (thirty) days (each 30-day period being a Rolling Monthly Term), until terminated in accordance with Clause 5.3. The Customer will pay the applicable Charges (as set out on the Company's Website from time to time or as notified to the Customer in writing) in accordance with the terms of the Agreement.

- 5.10. The Charges applicable to Broadband Protect Service are calculated per broadband connection (as set out on the Company Website from time to time or as notified to the Customer in writing) and payable by the Customer monthly in advance in accordance with the terms of the Agreement.
- 5.11. The Customer may downgrade from the Broadband Protect Plus service option level to the Broadband Protect service option level at any time by giving the Company 30 days' prior written notice in writing.

## 6. **BROADBAND PROTECT ABSOLUTE**

- 6.1. Clauses 6 (Broadband Protect Absolute), 7 (Suspension) and 9 (Fraud and Security) (inclusive) apply to the provision of Broadband Protect Absolute Services.
- 6.2. The Services included in Broadband Protect Absolute are set out in Schedule 3.
- 6.3. Any request for Broadband Protect Absolute by the Customer must be submitted to the Company's Customer Services Department in writing. The Company shall evaluate such request and may respond to the Customer with an Order Form, which will set out the charges payable by the Customer for Broadband Protect Absolute.
- 6.4. On receipt of an Order Form issued pursuant to Clause 6.3 above, the Customer may Offer to purchase Broadband Protect Absolute by returning a duly executed Order Form to the Company. If the Company accepts such Offer pursuant to the Clause 3 of the Master Services Agreement, the Order Form for Broadband Protect Absolute all be incorporated into the Customer's existing Agreement for Services provided under this Service Schedule, and the provision of Broadband Protect Absolute will be subject to the terms of that agreement.
- 6.5. The provision of Broadband Protect Absolute will commence on the Broadband Protect Absolute Service Commencement Date and continues, unless the Agreement is terminated earlier pursuant to its terms, until either party gives notice to the other party 30 days' written notice to terminate, expiring on or after the first anniversary of the Absolute Service Commencement Date.
- 6.6. The charges payable by the Customer for Broadband Protect Absolute shall be as set out in the Order Form shall apply from the Broadband Protect Absolute Service Commencement Date.
- 6.7. For the avoidance of doubt, on termination of Broadband Protect Absolute, howsoever arising, the Agreement shall continue in full force and effect for the remainder of the Term, unless terminated earlier accordance with the terms of the Agreement.
- 6.8. The Customer acknowledges that:
  - 6.8.1. if the Customer terminates the Agreement before the expiry of the Broadband Protect Absolute Minimum Term, the Customer shall pay the amounts of all Broadband Protect Absolute charges still remaining on the Broadband Protect Absolute Minimum Term from the date of termination until the date of expiry of Broadband Protect Absolute Minimum Term (the **Broadband Protect Absolute Balance of Contract**);
  - 6.8.2. it may not downgrade Broadband Protect Absolute service option level during the Broadband Protect Absolute Minimum Term.

- 6.9. The Company shall be entitled, at its absolute discretion, to transfer the Customer to another Service Operator in order to improve the Customer's Connection, provided that the transfer does not result in the Customer incurring any additional costs. Wherever practicable, the Company shall give the Customer 30 days' written notice of such changes prior to their being made.
- 6.10. The Customer acknowledges and agrees that the Mobile Networks Services used for the Broadband Protect Absolute Service depend on the availability of the System, which may from time to time, by their very nature, be adversely affected by physical features, atmospheric conditions and other causes of interference and that accordingly the Systems may fail or require maintenance from time to time without notice.
- 6.11. The Customer acknowledges and agrees that the Mobile Network Services used for the Broadband Protect Absolute Service:
- 6.11.1. is a backup service only; and
- 6.11.2. includes up to a maximum of 2Gb usage per month.
- 6.12. Where, in any month, usage exceeds 2Gb and, in the Company's reasonable opinion, such excess usage is unreasonable and/or is not due to the Customer's broadband Service being unavailable, the Company reserves the right to:
- 6.12.1. charge the Customer for any usage in excess of 2Gb per month at a rate of £10 per Gb or the Company's then current excess usage charge; and/or
- 6.12.2. limit, restrict, suspend or terminate the Mobile Network Services used for the Broadband Protect Absolute Service, without prior notice, if the limit continues to be exceeded after notification to the Customer.

## 7. **ENHANCED NETWORK SERVICE – SERVICE ASSURED PRODUCT**

- 7.1. Subject to payment of the applicable Charges, the Company shall provide the Customer with the Enhanced Network Service in accordance with this Clause 7 and Schedule 2 of the Master Services Agreement (Service Assured Products), where the Customer receives Data Network Services that require a physical hardwired Connection to benefit from such services.
- 7.2. Subject to paragraph 3 of Schedule 2 of the Master Services Agreement, the Company shall provide the Enhanced Network Service to the Customer from the Service Assured Product Commencement Date and shall continue to make the Enhanced Network Service available for successive periods of thirty (30) days (each such period being a "Rolling Monthly Term").
- 7.3. The Company or Customer may give written notice to the other, not later than thirty (30) days before the end of a Rolling Monthly Term, to terminate Enhanced Network Service and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, termination of Enhanced Network Service, however arising, shall not terminate the Agreement or affect the continued provision of the standard Services, which shall remain in full force and effect for the remainder of the Term, unless otherwise terminated in accordance with the terms of the Agreement. Only Enhanced Network Service will cease upon termination pursuant to this clause 7.3.
- 7.4. The Charges for Enhanced Network Service shall be calculated on a per billing account basis and payable monthly in advance by the Customer in accordance with the Agreement.
- 7.5. Subject to clauses 5.5 and 7.7, Customers subscribed to the Enhanced Network Service shall receive 24/7/365 remote support under their existing contract with the Company solely in respect of Faults affecting the Customer's physical hardwired Line, including:
- 7.5.1. exemption from third party carrier call-out charges where such a Fault is identified; and

- 7.5.2. priority escalation and fast-track investigation in the event of a potential Fault on the physical hardwired Line.
- 7.6. The Customer acknowledges and agrees that the Company does not monitor emails or its CRM system Out-of-Hours. Any request by the Customer for 24/7/365 remote support pursuant to the Enhanced Network Service must be made by telephone. Any requests or reports made by email Out of Hours will not be actioned until the next Working Day.
- 7.7. For the avoidance of doubt:
  - 7.7.1. Enhanced Network Service provides enhanced remote support and escalation solely in respect of Fault's identified on the physical hardwired Line and does not guarantee uninterrupted availability of the underlying Data Network Services or, to the extent possible, resolution within a specific timeframe;
  - 7.7.2. the Company shall not be liable for any delay or failure in resolving Faults attributable to third party carriers or network operators; and
  - 7.7.3. where the Company determines that an on-site visit is required to diagnose a Fault and, where possible, carry out repairs, the Company reserves the right to apply a call-out charge and to levy fees based on its prevailing man-hour rates. The Company will provide the Customer with prior notice of any such Charges before the on-site visit is undertaken.

## 8. **SUSPENSION**

- 8.1. The Customer acknowledges that the Mobile Network Services used for the Broadband Protect Absolute Service may be suspended in the following situations:
  - 8.1.1. the Mobile Network Services used for the Broadband Protect Absolute Service are being updated, under maintenance, improved and/or altered;
  - 8.1.2. the Mobile Network Services used for the Broadband Protect Absolute Service are being repaired after a malfunction, fault or damage;
  - 8.1.3. the Company's third-party service providers or the Network Operator are suspending the services supplied to the Company;
  - 8.1.4. any government body, authority or regulatory organisation requires the suspension of the Mobile Network Services used for the Broadband Protect Absolute Service;
  - 8.1.5. an emergency or disaster event arises or the Company has to take any other action that it reasonably considers necessary as a prudent provider of the Mobile Network Services used for the Broadband Protect Absolute Service;
  - 8.1.6. the Company deals with an actual or suspected security breach, virus and/or any misuse.
- 8.2. Whenever possible, the Company will send a notice to the Customer twenty-four (24) hours prior to any suspension of the Mobile Network Services used for the Broadband Protect Absolute Service.
- 8.3. In addition to its rights to suspend the Services under the Master Services Agreement, the Company may at any time immediately suspend all or part of the Services it provides until further notice without incurring any liability:
  - 8.3.1. if the Company needs to carry out work related to exceptional upgrading or maintenance of its facilities where those facilities must cease operation at or about the time of such upgrade or maintenance;

- 8.3.2. in order to prevent damage or degradation of Network integrity which may be caused by whichever reason;
  - 8.3.3. for behaviour that in the Company's reasonable discretion may be deemed to be illegal or promotes illegal activity or it detrimental to the reputation of the Company or Network Operator;
  - 8.3.4. in order to protect the Company, at its sole discretion, from legal liability which relates to a breach of obligation and/or warranties by the Customer;
  - 8.3.5. if:
    - 8.3.5.1. the Company is unable to access the Site at the times notified to and /or agreed with the Customer;
    - 8.3.5.2. if the Customer is unable to provide a suitable and safe working environment for the Company at the Site; or
    - 8.3.5.3. the Customer does not allow engineering access to a Site to resolve a fault; or
  - 8.3.6. the Company receives notification of or identifies signs of fraud or abuse of the Service.
- 8.4. The Company shall not have any liability to the Customer in connection with any services provided by an overseas network, third party provider or premium rate provider.

## 9. **FRAUD AND SECURITY**

- 9.1. The Customer must ensure that all usernames, passwords and/or PINs used by the Customer and/or its personnel and/or users in connection with the Equipment and/or Mobile Network Services used for the Broadband Protect Absolute Service are kept confidential and are only used by Authorised Users. The Customer must inform the Company immediately if it knows or suspects (or ought reasonably to know or suspect) that a username, password or PIN has been disclosed to an unauthorised user or is being used in an unauthorised way. The Customer will not change or attempt to change a username without the Company's prior written consent.
- 9.2. The Customer shall be liable for any loss or damage arising out of the disclosure of any username, password, PIN or any other security information by the Customer and/or its personnel and/or users to any unauthorised user.
- 9.3. The Company reserves the right (at its sole discretion):
  - 9.3.1. to suspend usernames and password access to the Mobile Network Services used for the Broadband Protect Absolute Service if at any time it believes that there has been or is likely to be a breach of security; and
  - 9.3.2. to ask the Customer to (in which case, the Customer shall) change any or all of the passwords it uses in connection with the Mobile Network Services used for the Broadband Protect Absolute Service.
- 9.4. The Customer acknowledges and agrees that the Mobile Network Services used for the Broadband Protect Absolute Service are not guaranteed to be secure and the Company does not guarantee the prevention or detection of any unauthorised attempts to access the Mobile Network Services used for the Broadband Protect Absolute Service.
- 9.5. The Customer acknowledges and agrees that the Company has no control of the Customer's equipment configuration, voice mail security or other feature services enabled.

9.6. The Customer shall be responsible for paying to the Company the Charges or all additional charges resulting from fraudulent and/or unauthorised use of the Equipment or Mobile Network Services used for the Broadband Protect Absolute Service by the Customer, its employees or any third parties. It is the Customer's responsibility to ensure all necessary steps have been taken to protect the Customer Computer System and Software provided in connection with the Services against fraudulent and/or unauthorised use.

9.7. Any assistance the Company gives in response to any fraudulent and/or unauthorised use by Customer employees or any third parties (or the prevention of such use) will be on an endeavours basis only and no liability can be accepted by the Company for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond the Company's reasonable control (save for any fraud and/or authorised use by an employee of the Company acting in that capacity).

## **10. DISTRIBUTED DENIAL OF SERVICE (DDOS) – SERVICE ASSURED PRODUCT**

10.1. Subject to payment of the applicable Charges and the provisions of this Clause 10, the Customer may receive DDos from the Company.

10.2. DDos is Service Assured Product which involves the monitoring of traffic across the Network to reduce the threat of cyber attacks against the Network.

10.3. The Customer acknowledges that the availability of DDos is contingent on:

10.3.1. the Company receiving Services pursuant to this Service Schedule; and

10.3.2. the Network used to provide the Customer with Services is the Company's own Network and not a Network provided by a third party.

10.4. Subject to payment of the applicable Charges, the Company shall provide DDos to the Customer from the Service Assured Product Commencement Date and shall continue to provide DDos to the Customer for successive periods of 30 (thirty) days (each 30-day period being a Rolling Monthly Term).

10.5. The Company or Customer may give written notice to the other, not later than thirty (30) days before the end of a Rolling Monthly Term, to terminate DDos and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, on termination of DDos, howsoever arising, the Agreement shall continue in full force and effect for the remainder of the Term, unless terminated earlier accordance with the terms of the Agreement. Only DDos will cease upon termination pursuant to this clause 10.5.

## **11. THE COMPANY'S GENERAL OBLIGATIONS**

11.1. The Company shall supply the Services to the Customer from the Service Go-Live Date for the Term in accordance with the Agreement.

11.2. The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

11.3. The provision of the Services is subject to all relevant licences, infrastructure (or interconnect arrangements) and consents being in place. The Customer shall obtain any consent or facility that is necessary or desirable for the Company to provide the Services at the Site.

11.4. The Company may:

11.4.1. change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content;

- 11.4.2. determine how the Services are presented and delivered or are otherwise made available to the Customer. The Company can change the way they are presented, delivered or otherwise made available to the Customer at any time;
  - 11.4.3. upon completion of the Site survey, the Company shall notify the Customer of the estimated Connection date for the relevant Service as soon it is technically feasible to do so; and
  - 11.4.4. the Company shall inform the Customer by email when the Service has successfully been installed.
- 11.5. Where the Customer suffers a Fault or interruption in respect of any Data Network Service, the Company acknowledges that, in relation to such Data Network Service, the Customer is entitled to arrange for traffic to be redirected to another operator and the Customer agrees that, subject to compliance with any applicable service levels under Schedule 1, it is not the Company's responsibility to arrange for the provision of alternative services in such circumstances.
- 11.6. In fulfilling the Company's obligations under the Agreement, the Company will comply with the provisions of Schedule 1.

## **12. THE CUSTOMER'S OBLIGATIONS**

- 12.1. In relation to any Software provided in connection with the Services, the Customer shall not:
- 12.1.1. store, distribute, introduce or transmit through the Services:
    - 12.1.1.1. any Virus,
    - 12.1.1.2. any Vulnerability or
    - 12.1.1.3. any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
    - 12.1.1.4. access all or any part of the Software or Services in order to build a product or service which competes with the Software and/or the Services;
    - 12.1.1.5. use the Software or Services to provide services to third parties;
    - 12.1.1.6. transfer, temporarily or permanently, any of its rights under the Agreement, or
    - 12.1.1.7. attempt to obtain, or assist third parties in obtaining, access to Software, except as permitted under the Agreement.
- 12.2. The Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, Software or the Services and shall notify the Company promptly of any such unauthorised access or use.
- 12.3. To prevent spam from entering and affecting the operation of the Company's systems and the Services, the Company may take any reasonable measures or actions necessary to block access to or delivery of any e-mail which appears to be of an unsolicited nature and/or part of a bulk e-mail transmission. The Company may also use within its systems Virus and Vulnerability screening technology that may result in the deletion or alteration of e-mail and or e-mail attachments. However, the Company does not warrant that such technology will be effective against all Virus attacks or unsolicited e-mails or Vulnerabilities.

- 12.4. The Customer acknowledges that the Services are provided to other users and the Company owes a duty to them as a whole to preserve Network integrity and to avoid Network degradation. If, in the Company's reasonable opinion, the Company believes that the Customer's use of the Services has or may adversely affect such Network integrity or may cause Network degradation the Company may change the Customer's Transmission Speed or manage the Customer's use of the Services as the Company see fit in the circumstances. This includes, but is not limited to, any circumstances where the Customer is running an application or program that places excessive bandwidth demands on the Services for continued periods. The Company may also impose a limit on the Customer's usage capacity at any time at its sole discretion if the Customer's usage is affecting or may affect other users' enjoyment of the Company's services.
- 12.5. During the Term of the Agreement the Customer may request a change to the Customer's Service Plan at any time provided that it is only once in every thirty (30) days. Changes to the Customer's Service Plan are subject to availability and payment of any applicable Charges. The Company will use its reasonable endeavours to complete the change as soon as possible but cannot guarantee how quickly this will be done and time shall not be of the essence. The Customer will be responsible for all Charges on the existing Service Plan until the change is fully implemented.
- 12.6. The Customer must only use Equipment authorised by the Company for Connection to the Network and also comply with all relevant legislation relating to their use.
- 12.7. The Customer shall keep all Company Equipment at the Site safe and shall pay for the replacement and/or repair of any of Company Equipment which is lost, damaged (otherwise than by fair wear and tear) or destroyed by an act or omission of the Customer, its employees, agents or subcontractors.
- 12.8. It is the Customer's responsibility to make sure that Equipment is only used to access Services as permitted.

### 13. **CHARGES AND PAYMENT**

- 13.1. The Company will prepare and send to the Customer each month, quarter or year (as the case may be) an invoice detailing the charge for the following month, quarter or year and such invoice will be payable by the Customer pursuant to the terms of the Agreement.
- 13.2. Where any Customer exceeds their allocated monthly limit (including but not limited to upload and / or download limits or any other limit) then Overage Charges will apply to each applicable Connection.
- 13.3. If any Excess Construction Charges are identified such Charges must be accepted by the Customer before work on the Order can continue. Where such Excess Construction Charges are identified, if no acceptance of such Excess Construction Charges is provided by the Customer within thirty (30) days of notification by the Company of such Excess Construction Charges (or such longer period as the Parties may expressly agree), the Charges will be considered rejected and the Order deemed cancelled.
- 13.4. The Customer shall pay any Charges raised to cover time spent dealing with matters (such as repairing Defects) where this work is not covered under any of the terms of the Agreement. Such Charges could involve the provision or rearrangement of equipment, wiring, network or services.
- 13.5. This clause 13 shall survive termination of the Agreement.

### 14. **TERMINATION AND SUSPENSION**

- 14.1. The Company may, without prejudice to any of its other rights under the Agreement:

- 14.1.1. suspend the Data Network Service without liability upon the occurrence of any of the following events:
  - 14.1.1.1. if the Customer does, or allows to be done, anything which in the Network Operator's or the Company's reasonable opinion may have the effect of jeopardising the operation of the Data Network Service; and/or
  - 14.1.1.2. if the Customer permits the use of the Data Network Service or uses the Data Network Service for illegal purposes including the use of illegal or unauthorised Gateways (or the Service Operator or the Company believes the same).
- 14.2. After disconnection, suspension or Barring of the Equipment from the System and/or consequent upon the termination of this Contract, the Customer shall pay on demand all Charges outstanding at the time of disconnection, suspension, Barring or termination including any reasonable disconnection or, except where the Customer is a Microenterprise or Small Enterprise Customer or Not-For-Profit Customer, Barring fee that the Company reserves the right to charge. Should the Company elect to disconnect and/or reconnect the Equipment from or to the System, then the Company having regard to the circumstances at the time of disconnection or reconnection may elect to charge a fee of up to £30.00 per SIM card for such disconnection or reconnection.
- 14.3. Where the Customer gives notice to terminate the Agreement (or an element of it) and termination is due to take effect part way through a month, the actual date termination will take effect is last calendar day (inclusive) of the following month and the Customer will be liable to pay the Charges for all Services provided by the Company to the Customer up until this date.
- 14.4. The Customer will remain liable for all Charges incurred prior to termination regardless of when they are invoiced.
- 14.5. This clause 14 shall survive termination of the Agreement.

**Schedule 1**

**SERVICE LEVELS**

<b>SERVICE</b>	<b>SERVICE LEVEL</b>	<b>DO OVER-USAGE CHARGES APPLY?</b>	<b>SERVICE CREDITS</b>
Ethernet	24/7 support Guaranteed 4-hour fix time	No	Yes
EFM	Mon - Fri 8am to 6pm 7-hour fix time	No	No
FTTP	Mon – Fri 8am to 6pm 2 Working Days fix time	No	No
Broadband (SOADSL, SoGEA)	No Service Level available	No	No

- 1.1 If the Customer instructs the Company to dispatch a Company representative to any site to investigate a possible Fault, the Company reserves the right to invoice the Customer for the visit should the Fault be found to be with the Customer's network.
- 1.2 Where at the Customer's request the Company spends time investigating any Fault which is repeatedly or continuously reported by the Customer and the Company concludes each time that there has been no Service Failure, the Company reserves the right to charge the Customer for all reasonable costs and expenses incurred in investigating the alleged Service Failure and the Customer agrees to pay such charges in accordance with the Master Services Agreement.
- 1.3 The Customer shall be responsible for claiming any Service Credits in accordance with the applicable Service Credits set out in Schedule 2. Where a valid claim is made and the Customer becomes entitled to a Service Credits, the Company will issue a credit note to the Customer for an amount equal to the applicable Service Credit.
- 1.4 In order to receive an available Service Credits, the Customer must give notice to the Company, within fifteen (15) days of the end of the calendar month for which the Service Credits is claimed. If the Customer fails to claim the Service Credits to which it is entitled, the Customer shall be deemed to have waived its right to claim the Service Credits.
- 1.5 Service Credits will not be available to the Customer to the extent that the Company fails to meet any service levels as a result of:
  - 1.5.1 an act, fault or omission by the Customer, or any of its representatives, employees, agents or sub-contractors;
  - 1.5.2 any equipment not supplied by the Company or a Network Operator;
  - 1.5.3 any circumstances beyond the Company's control;
  - 1.5.4 any failure by the Customer to act on the Company's reasonable instructions; or
  - 1.5.5 any suspension of the Services under the Agreement; or

- 1.5.6 a failure by the Customer to observe any of its obligations under this Agreement; or
  - 1.5.7 any other exclusions specified in this Service Schedule.
- 1.6 The Customer will be eligible to apply for Service Credits after the guaranteed fix time set out in the table above has elapsed. Service Credits shall be based on Unavailable Time in a calendar month for Ethernet services only and calculated as per the table set out in Schedule 2. The calculation is based on an average month being 43,800 minutes.
- 1.7 Unavailable Time shall start when a Fault is notified to the Company and a ticket number has been issued. Unavailable Time shall be considered to end when the Company resolves the relevant Fault.
- 1.8 The calculation of Unavailable Time shall not include the first ten (10) days following the complete installation. This period may experience performance lower than the minimum availability due to configuration changes and the normal process of optimisation.
- 1.9 Planned maintenance or upgrades may be required from time to time. Prior notice of not less than twenty (20) Business Days shall be given to the Customer of the Service that may possibly be affected by this type of outage. The Company shall use its reasonable endeavours to carry out such work with as little or no disruption to the Customer during Working Hours or non-Working Hours or otherwise. Any Unavailable time resulting from planned maintenance shall not be included in any calculation of Service Credits.
- 1.10 If the Customer requires the Company to carry out any repair to the Equipment caused by the Customer, the Company reserves the right to charge the Customer for any work necessary, and the Customer agrees to pay such charges in accordance with the Agreement.
- 1.11 The Company's total aggregate liability to the Customer for Service Credits under this Service Schedule shall not exceed the value of the monthly Charge payable by the Customer for the relevant Service.
- 1.12 Once agreed, Service Credits will be deducted from the next monthly invoice under this Service Schedule.

**Schedule 2**

**SERVICE CREDIT TABLE**

Example 1 100% SLA	Outage time per month (mins)			Credit due as % of monthly fee for Service
100			0	0
99.99	1	to	4.38	5%
99.98	5.38	to	8.76	10%
99.97	9.76	to	13.14	15%
99.96	14.14	to	17.52	20%
99.95	18.52	to	21.9	25%
99.94	22.9	to	26.28	30%
99.93	27.28	to	30.66	35%
99.92	31.66	to	35.04	40%
99.91	36.04	to	39.42	45%
99.9	40.42	to	43.8	50%
99.89	44.8	to	48.18	55%
99.88	49.18	to	52.56	60%
99.87	53.56	to	56.94	65%
99.86	57.94	to	61.32	70%
99.85	62.32	to	65.7	75%
99.84	66.7	to	70.08	80%
99.83	71.08	to	74.46	85%
99.82	75.46	to	78.84	90%
99.81	79.84	to	83.22	95%
99.8	84.22	to	87.6	100%
Maximum credit = 100% of months service charge				

**Schedule 3**

**BROADBAND PROTECT SERVICES & BROADBAND PROTECT ABSOLUTE**

	Broadband Protect	Broadband Protect Plus	Broadband Protect Absolute
<b>24/7/365 Troubleshooting Support</b>	■	■	■
<b>On-Site Engineering Support</b>	■	■	■
<b>Special Faults Investigation Cover</b>	■	■	■
<b>*Advanced Router Replacement (Under Warranty)</b>	■	■	■
<b>*Extended Warranty in Operational Life (36 Months)</b>	■	■	■
<b>*Operating System Upgrade</b>	■	■	■
<b>*Configuration Back Up</b>		■	■
<b>*Customer Portal</b>		■	■
<b>*Standard Change Requests</b>		■	■
<b>Broadband Enhanced Care</b>			■
<b>*User Access Control</b>			■
<b>*Connection Back Up (via SIM)</b>			■
<b>*Device Monitoring &amp; Alerting</b>			■

\*Service dependent on the TALK TELECOM -supplied router