

SERVICE SCHEDULE

BROADBAND SERVICES

This is a Service Schedule as defined in the Conditions. Where the Services set out in this Service Schedule form part of the Services to be supplied under a Contract (as defined in the Conditions), this Service Schedule forms part of the Contract.

In this Service Schedule, references to Clauses are to Clauses of the Conditions, and references to paragraphs are to the paragraphs of (i) this Service Schedule or (ii) whichever other document is specifically referred to.

1 Additional Definitions

In this Service Schedule the following words and expressions shall have the following meanings:

- 1.1 **“Broadband”** – Includes both ADSL and FTTC (Fibre to the Cabinet) services.

2 Right to use Broadband Services

- 2.1 The Supplier grants to the Customer the right for so long as the Contract remains in force to use the Broadband Services.

3 The Supplier's obligations in respect of the Broadband Services

- 3.1 The Supplier filters all in-bound port 25 (SMTP) connections on Broadband by default to prevent Customer mail servers that do not have their own anti-relaying defences being used to send Spam (unsolicited bulk email) unless otherwise confirmed in the Order Form. This port 25 block does not affect email from the Supplier servers and only applies if the Customer wishes to run their own primary MX (mail server).

4 Customer acknowledgements

- 4.1 The Customer acknowledges and agrees that the line speeds achieved may vary dependent on the distance of the Customer Premises from the local telephone exchange, and/or the quality of the copper circuit and other connections both along the route from the exchange to the Customer Premises, and also within such premises. This means that the Customer broadband connection may not achieve the line speeds that have been contracted for, which are a maximum theoretical data rate.
- 4.2 The Customer acknowledges and agrees that where hardware kit is ordered, courier of hardware will only take place once payment has been received for such in accordance with Clause 5. Subsequent to initial setup, router configuration changes will attract charges at the Supplier's prevailing rate from time to time, or otherwise as set out within the Order Form.
- 4.3 The Customer acknowledges that the Broadband Service will be maintained by the Supplier only if the Customer maintains the BT telephone line on which Broadband is provided. The Supplier will not be held responsible for the cessation of service if the Customer's BT telephone line is temporarily or permanently cut by the Customer or by BT. In such event, the Customer will remain liable for paying the full Broadband service charges for the service, together with any re-connection fees.
- 4.4 The Customer acknowledges and agrees that where installation criteria has been agreed by the parties and not met on delivery (for example access to site by engineers, power socket adjacent to the relevant phone line, confirmation that the assigned phone line does not have any incompatible services on the line), the Customer acknowledges and agrees that abortive installation charges may be applied by the Supplier.
- 4.5 The Customer acknowledges that if they have any security system connected to the same telephone line that the Broadband has been installed on, they should ensure that this has been tested by their security service company after installation of the Supplier Broadband service, and/or that a suitable Broadband splitter is applied to the line connection into the security system.
- 4.6 Migration away from the Supplier to another network provider or ISP will incur no fee from the Supplier whatsoever. Where a line ceases (the complete termination of the Broadband service on the current BT telephone line), however, this will incur a fee corresponding to the prevailing BT wholesale rate.
- 4.7 Should the Customer select the Broadband SLA option, pro-active line monitoring will only be maintained if the Customer keeps their CPE router active on a 24x7 basis. The Customer will ensure that the SMS number the Supplier has for the alerts is active and current, in order for the relevant alerts to be received. Faults that require an

engineer visit require that the Customer provides site access on a 24x7 basis in order for the applicable Service Levels to apply.

5 Service Levels

- 5.1 For any Broadband line faults, the Supplier provides a target resolution time of 48 clock hours (where the fault is sitting with the Supplier support team and not requiring further information or input from the Customer, measured only during Business Hours on Business Days).
- 5.2 If the Customer has selected the Broadband SLA option, the Supplier will provide customer service and support on a 24x7 basis, and respond to telephone, email or fax queries within 30 minutes of a query or fault being raised. Should the query involve a fault with the service, the Supplier will provide a target resolution time of 24 clock hours (where the fault is sitting with the Supplier support team and not requiring further information or input from the Customer, measured on a 24x7 basis).