

**LEASED LINE TERMS & CONDITIONS**

**Last Updated: 2<sup>nd</sup> April 2020**

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This Document relates only to our leased line products. They do not relate to any other product or service supplied by Connectus Business Solutions Ltd unless specified herein.

## 1. Definitions and Interpretation

In this Service Agreement, the following expressions shall have the following meanings unless the context otherwise requires:

<b>"Billing Period"</b>	means 1-month periods of time for the billing of Rental and other Charges under this Agreement or any Contract to the Customer;
<b>"Business Days"</b>	any day which is not a Saturday, a Sunday or a bank or public holiday in England;
<b>"Charges"</b>	means the charges for the installation and use of Leased Line Services together with any charges for additional services and equipment due by the Customer to Connectus Business Solutions Ltd in terms of the Services Agreement;
<b>"Circuit"</b>	means a Leased Line circuit whether for the provision of Internet Leased Line Services or Point to Point Leased Line Services;
<b>"Customer Provided Apparatus"</b>	means any apparatus at the Sites (not being Services Equipment) provided and used by the Customer and/or a User in order to use the Services;
<b>"Customer"</b>	means the Party identified in Schedule 1 of this Agreement;
<b>"EFM"</b>	means Ethernet in the First Mile i.e. using Ethernet protocols up to the customer premises.
<b>"EoFTTC"</b>	Means Ethernet over Fibre to the Cabinet utilising 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.
<b>"GEA"</b>	GEA is the name BT Wholesale apply to the EoFTTC product. A phone line needs to be present in order to install this service.
<b>"Go Live Date"</b>	means the date on which Connectus Business Solutions Ltd notifies the Customer or any User that the Service or part thereof are ready for use or, if earlier, the date on which the Customer or any User first makes use of the Service or part thereof;
<b>"Service Desk"</b>	the telephone helpdesk described in Clause 5.1;
<b>"Incident Report"</b>	notification of an Incident which is raised by Connectus Business Solutions Ltd or by the Customer;
<b>"Incident"</b>	a failure of the Service to operate in accordance with its published specification;
<b>"Installation Charges"</b>	means the charges payable for installation of Services Equipment and for the commissioning and configuration of Services, as specified in the Order or as subsequently varied in accordance with the terms of this Agreement;
<b>"Leased Line"</b>	means a circuit provided by Connectus Business Solutions Ltd as described in clause 3;
<b>"Normal Business Hours"</b>	the hours between 09:00 and 17:30 on Business Days;
<b>"Order"</b>	means a request for the provision of Services by the Customer which has been accepted by Connectus Business Solutions Ltd in accordance with Clause 4 of this Agreement;
<b>"Rental"</b>	means the rental payable by the Customer to Connectus Business Solutions Ltd for the provision of Services and the Services Equipment as specified in the

Order or as increased or decreased by Connectus Business Solutions Ltd in accordance with the terms of any Contract;

<b>“Service Provider”</b>	means any third party who from whom Connectus Business Solutions Ltd procures services in order to provide the Services under this Agreement;
<b>“Services Equipment”</b>	means any apparatus, equipment and cabling provided by Connectus Business Solutions Ltd at a Site as an essential part of providing Services under the terms of this Agreement;
<b>“Services”</b>	means the supply of 1st and 2nd line broadband technical helpdesk Services provided by Connectus Business Solutions Ltd to the Customer as specified in the Order and “Service” shall have a corresponding meaning;
<b>“Site”</b>	means the premises or other locations from and to which Services are to be provided to the Customer as specified in the Order;
<b>“Support Service”</b>	the support services described in clause 5;
<b>“Target Go Live Date”</b>	means the target date agreed between Connectus Business Solutions Ltd and the Customer for the commencement of Services as set out in an Order or as subsequently revised by the Customer in accordance with the terms of this Agreement;
<b>“the Act”</b>	means the Communications Act 2003;
<b>“this Agreement”</b>	means this Service Agreement and its Schedules and any Order;
<b>“Unavailable Time”</b>	means a period of time when there is a total break in transmission.

- 1.1. The Condition and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.2. References to the singular include the plural and vice versa, and references to one gender include the other gender.
- 1.3. Any phrase introduced by the expressions “includes”, “including” or “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4. Any reference to a statute, statutory provision or subordinate legislation (together “legislation”) shall (except where the context otherwise requires) (i) be deemed to include any bye-laws, licenses, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (iii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.
- 1.5. Unless specifically provided to the contrary all notices under this Agreement shall be in writing.
- 1.6. References to times are to London times.
- 1.7. Any reference to an “hour” means an hour in a day and any reference to a “day” means a period of 24 hours running from midnight to midnight.
- 1.8. Except to the extent that they are inconsistent with the definitions and interpretations in this Agreement or are otherwise defined in this Agreement

- 1.9. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.10. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement.

## 2. Duration of Services

- 2.1. For the duration of this Agreement Connectus Business Solutions Ltd agrees to:
  - 2.1.1. provide the Customer with the Services on the terms of this Agreement.
  - 2.1.2. exercise the reasonable skill and care of a competent communications provider in providing the Service and if required, in determining how best to provide the Service to a Site.
  - 2.1.3. use its reasonable endeavors to provide the Service by the Target Go Live Date and in accordance with the service levels set out in this Agreement but all dates are estimates and except as set out in the service guarantee provisions, Connectus Business Solutions Ltd has no liability for failure to meet any date;
- 2.2. It is technically impracticable to provide a incident free Service and Connectus Business Solutions Ltd does not undertake to do so. Connectus Business Solutions Ltd agrees to repair any incidents in accordance with the service standards as set out in this Agreement.
- 2.3. The Service Minimum Period for Leased Line Services shall be as provided for in the relevant Order.

## 3. Description of Leased Line Services

- 3.1. Leased Line Services are provided as:
  - 3.1.1. Internet Leased Line Services – a dedicated; private, fixed capacity circuit delivered from the Connectus Business Solutions Ltd Network to the Customer Site with Internet connectivity. These Services may share infrastructure with the Connectus Business Solutions Ltd Network and/or that of other Service Providers. Internet Leased Line Services are delivered as a Fully Managed Service with and Connectus Business Solutions Ltd supplied router, 24/7 remote monitoring and management by Connectus Business Solutions Ltd network operations.
  - 3.1.2. Unmanaged Internet Leased Line Services – a dedicated; private, fixed capacity circuit delivered from the Connectus Business Solutions Ltd Network to the Customer Site with Internet connectivity. These Services may share infrastructure with the Connectus Business Solutions Ltd Network and/or that of other Service Providers. Internet Leased Line Services are delivered to the customers premises, but it is the customers responsibly to supply the termination equipment and to monitor.
  - 3.1.3. 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 with the Connectus Business Solutions Ltd

Network and will be delivered as a stand-alone Service which will not be monitored by Connectus Business Solutions Ltd.

## 4. Orders for Leased Line Services

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

- 4.1. All quotations made by Connectus Business Solutions Ltd shall be deemed to be made subject to the terms and conditions of this Agreement and survey.
- 4.2. If Excess Construction Charges (ECC) are applicable in order to provide the Services Connectus Business Solutions Ltd 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. 50% of ECC charges will be required to be paid prior to Connectus Business Solutions Ltd confirming acceptance to the carrier. If ECC charges are not accepted, then the order can be cancelled without penalty.
- 4.3. If no ECC charges are identified the order will proceed and the ability to cancel free of charge is no longer available.
- 4.4. The provision of an online Order via the Reseller Control Panel by the Customer shall constitute an offer to acquire the Services specified in the Technical Requirements Document subject to (i) confirmation that the Services can be provided and (ii) where excess construction charges are applicable, acceptance of those charges in terms of clause 3.
- 4.5. No Order shall be binding on Connectus Business Solutions Ltd until that Order has been accepted by the Connectus Business Solutions Ltd Order Provisioning Team by notice to the Customer.
- 4.6. Upon acceptance by Connectus Business Solutions Ltd the Services shall be provided under the terms of this Agreement.
- 4.7. A request for the upgrade or downgrade of an existing Service shall not be considered a request for services in terms of this clause 4 but on acceptance by Connectus Business Solutions Ltd will be deemed an amendment of the existing Order under which those Services are provided.

## 5. Support Services

### 5.1. Service Desk Support

During the hours of Service specified in Clause 5.2, Connectus Business Solutions Ltd will provide a Customer service and administration telephone service desk facility (“Service Desk”) for the benefit of the Customer. Connectus Business Solutions Ltd shall accept calls for English

language telephone support in connection with Orders and Incidents during the hours of Service specified in Clause 5.2.

## 5.2. Hours of Service

- 5.2.1. The Service Desk is available to receive Incidents for reporting via its service management toolset client portal 24 hours a day 7 days a week, including Bank and Public Holidays. During business hours all calls and incidents must be reported via the normal support phone number, Email or Client Portal as stated on our website Prior to raising a incident it is expected the customer has followed our standard procedures and have collected the appropriate information before contacting the service desk.
- 5.2.2. The support team will aim to deliver proactive updates via email and / or phone, whichever is deemed to be most suitable.

## 5.3. Scheduled and Emergency Maintenance

- 5.3.1. From time to time Connectus Business Solutions Ltd may interrupt the Service to maintain, update or enhance software Equipment or other aspects of the Service and/or the Connectus Business Solutions Ltd Network (“Maintenance Events”). Connectus Business Solutions Ltd 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.
- 5.3.2. From time to time Connectus Business Solutions Ltd may interrupt the Service to carry out emergency maintenance to the Connectus Business Solutions Ltd Network in order to maintain appropriate levels of service quality and to provide where possible minimum impact to the Service.
- 5.3.3. The Customer shall give all reasonable assistance to Connectus Business Solutions Ltd to enable Maintenance Events to commence on the planned date and for them to be completed efficiently.

## 6. Service Management

### 6.1. Incident Reporting

- 6.1.1. Connectus Business Solutions Ltd shall supply monitoring and management of Internet Leased Line Services. In the event that any Incident is experience by the Customer that has not been identified by Connectus Business Solutions Ltd, the Customer must submit an Incident Report to our support teams by the provided channels of communication.
- 6.1.2. For Point to Point Leased Line and Unmanaged Leased Line Services clause 6.1.1 does not apply and the Customer will be responsible for the submission of Incident Reports to Connectus Business Solutions Ltd.
- 6.1.3. All Incident Reports submitted by the Customer must provide a complete description of the Incident and any information reasonably requested by Connectus Business Solutions Ltd.

- 6.1.4. The support team will require the Customer to conduct first line diagnostics with any of its Users where appropriate. First line diagnostic steps can be located within the Support Lounge found within the Reseller Control Panel.
- 6.1.5. All incidents must be logged via the Connectus Business Solutions Ltd client portal available on the website.

6.2. Incident Response Timescales

- 6.2.1. Connectus Business Solutions Ltd shall use reasonable endeavors to assign an Incident to an appropriate Connectus Business Solutions Ltd engineer within 30 minutes of the generation submitted to Connectus Business Solutions Ltd by the Customer in accordance with Clause 6.1.
- 6.2.2. Connectus Business Solutions Ltd shall use best endeavors to make an update on an Incident available to the Customer via email within the response times specified in Clause 6.4.1.

6.3. Incident Resolution Targets

- 6.3.1. Connectus Business Solutions Ltd shall use reasonable endeavors to clear Incidents within the time scales specified within the Incident classification matrix set out in Clause 6.4.1.

6.4. Incident Classification Matrix

- 6.4.1. The Incident classification matrix set out below outlines the description, and target resolution times associated Incident types.

	Complete Outage	Fibre Break	Severe Packet Loss > 5%	Small Packet Loss
Fibre	5 Hours	15 Hours	12 Hours	24 Hours
EFM	7 Hours	7 Hours	12 Hours	24 Hours
GEA	7 Hours	7 Hours	12 Hours	24 Hours
Wireless	10 Hours	N/A	12 Hours	24 Hours
EoFTTC	7 Hours	7 Hours	12 Hours	24 Hours
GPON	9 Hours	9 Hours	12 Hours	24 Hours

- 6.4.2. The Customer understands and accepts that it may be necessary to extend the timescales in the Incident classification matrix above due to the complexity of the Incident or where Connectus Business Solutions Ltd is dependent on a third party for resolution of the Incident. In such circumstances, Connectus Business Solutions Ltd shall use reasonable endeavors to eliminate or reduce the impact of the Incident on the Service by provision of a workaround, with permanent correction to follow.



- 6.4.3. SLA starts once an incident is raised in accordance with 6.1.6 and the incident has been accepted by the carrier.
- 6.4.4. SLA clocks stop if the customer is unable to provide continuous access to a site. It may be required to stop and start the clock as a result. The clock will also stop if we need further explanations from the customer to assist with raising an incident.

## 6.5. Escalation Process

Connectus Business Solutions Ltd 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.

## 7. Service Availability

### 1.1. Overall Service Availability

- 7.1. Connectus Business Solutions Ltd aims to provide the Service with a target of 100% availability at all times, subject to the terms of this Agreement.
- 7.2. For the purposes of this clause 8.1, overall service availability excludes:
  - a) scheduled Maintenance Events as described in clause 5.3;
  - b) Customer-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by Connectus Business Solutions Ltd to provide the Service); or
  - c) outages or disruptions attributable in whole or in part to force majeure events.
  - d) outages caused by Denial of Service (DoS) attacks.

### 7.3. Exclusions from service availability

The service levels and service guarantees will not apply if:

- 7.3.1. the failure by Connectus Business Solutions Ltd is due to the Customer's own network or equipment or any other network or equipment outside the Connectus Business Solutions Ltd Network; or

- 7.3.2. the Customer is in breach of any part of this Agreement or Connectus Business Solutions Ltd suspends the Service or any part of it in accordance with this Agreement; or
- 7.3.3. through no fault of its own or because of circumstances beyond its reasonable control, Connectus Business Solutions Ltd is unable to carry out any necessary work at, or gain access to the Customer's Site and/or an End User's Site or the Customer fails to agree an appointment date or work is aborted; or
- 7.3.4. the Customer and Connectus Business Solutions Ltd agree a different timescale for performance of the Service, but will apply to any new Target Go Live Date agreed, provided that the new date is after any previous Target Go Live Date(s); or
- 7.3.5. reasonable assistance is required, or information is reasonably requested by Connectus Business Solutions Ltd or a Service Provider from the Customer, End User or a third party and such assistance or information is not provided; or
- 7.3.6. through no incident of its own, Connectus Business Solutions Ltd is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or
- 7.3.7. the failure is due to a Force Majeure event; or
- 7.3.8. the failure is due to a scheduled or emergency Service outage; or
- 7.3.9. the failure is due to an inaccurate Order being submitted by the Customer; or
- 7.3.10. the incident is not reported in accordance with clause 7.1 for Point to Point and Unmanaged Leased Line Services.
- 7.3.11. if a circuit is deemed to Dead on Arrival (DOA) and the circuit fails to work, standard SLA terms do not apply. Connectus Business Solutions Ltd will credit, on a per day basis, where service has not been delivered after the original go live date where it is deemed Connectus Business Solutions Ltd or the carrier is at incident.

#### 7.4. Network Performance

##### 7.4.1. Connectus Business Solutions Ltd Packet Success Service Level Guarantee

Connectus Business Solutions Ltd 's packet success goal is based on the successful delivery of packets through the Connectus Business Solutions Ltd IP network. Unsuccessful packets are deemed to be those dropped due to transmission errors or router overload.

a) Connectus Business Solutions Ltd 's packet success Service Level Guarantee ("Guarantee") is successful delivery of packets will meet or exceed 99% between Connectus Business Solutions Ltd -designated IP backbone paths for Leased Line Services.

b) The measurement consists of 50 100-byte pings sent every 15 minutes. A daily average will be calculated using these 96 samples. The daily measurements will be averaged to calculate a monthly average.

##### 7.4.2. Connectus Business Solutions Ltd Latency Service Level Guarantee

Connectus Business Solutions Ltd 's Latency Service Level Guarantee ("Guarantee") is based on an average round-trip transmission between Connectus Business Solutions

Ltd -designated backbone POPs for Connectus Business Solutions Ltd services. Latency shall be measured by Connectus Business Solutions Ltd averaging sample measurements taken during a calendar month between such backbone POPs.

- Latency of 50ms or less - The measurement consists of 50 100-byte pings sent every 15 minutes. A daily average will be calculated using these 96 samples. The daily measurements will be averaged to calculate a monthly average.

## 8. Charges Mandated By Service Provider

Connectus Business Solutions Ltd reserves the right to pass on to Customers on a cost-plus basis any charges levied by the Service Provider to which it is exposed as a result of the Customer and/or its Users' actions.

## 9. Equipment

- 9.1. All Services Equipment remains the property of Connectus Business Solutions Ltd at all times.
- 9.2. The Customer agrees to:
  - 9.2.1. prepare the Site and provide a suitable place, conditions, connection points and electricity for Connectus Business Solutions Ltd or carrier Equipment at the Site in accordance with Connectus Business Solutions Ltd s reasonable instructions, if any; and
  - 9.2.2. 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 Connectus Business Solutions Ltd /carrier Equipment on their property.
  - 9.2.3. The Customer is responsible for Connectus Business Solutions Ltd equipment and agrees to take reasonable steps to ensure that nobody (other than someone authorised by Connectus Business Solutions Ltd) adds to, modifies or in any way interferes with it. The Customer will be liable to Connectus Business Solutions Ltd for any loss of or damage to Connectus Business Solutions Ltd Equipment, except where such loss or damage is due to fair wear and tear or is caused by Connectus Business Solutions Ltd, or anyone acting on Connectus Business Solutions Ltd.'s behalf.

## 10. Connection of Equipment

- 10.1. Any equipment connected to the Service must be:
  - 10.1.1. technically compatible with the Service and not harm the Connectus Business Solutions Ltd Network, the Service or Connectus Business Solutions Ltd Equipment or another party's network or equipment.

10.1.2. connected and used in line with any relevant instructions or laws; and  
10.1.3. connected and used in line with any relevant standards including, in the order of precedence set out below:

- (ii) Any legal requirements imposed upon the parties including requirements arising from General Condition 2 set under section 45 of the Communications Act 2003;
- (iii) any relevant specification notified by Ofcom in implementation of the recommendations of the Network Interoperability Consultative Committee.
- (iv) any recommendations by the European Telecommunications Standards Institute; and
- (v) any recommendations by the Telecommunications Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee) of the International Telecommunication Union.

10.1.4. The Customer agrees to connect equipment to the Service only by using the NTE provided by Connectus Business Solutions Ltd with the Service.

10.1.5. Connectus Business Solutions Ltd will not be liable for failure to meet any service level or other obligations under this Agreement if any equipment is found to be connected otherwise than in accordance with this clause.

10.1.6. Connectus Business Solutions Ltd reserves the right to disconnect any Customer equipment if the Customer does not fulfil its obligations under this Clause 11 or if in the reasonable opinion of Connectus Business Solutions Ltd Customer Provided Apparatus is liable to cause the death of, or personal injury to any person.

## 11. Access and Site Regulations

11.1. The Customer agrees to take reasonable steps to provide access to the Customer's Site and to ensure that the End User provides Connectus Business Solutions Ltd with access to the End User's Site including for the purpose of installation and use of the Connectus Business Solutions Ltd Equipment at the Customer's Site and/or at the End User's Site.

11.2. Connectus Business Solutions Ltd agrees to observe the Customer's and the End User's reasonable Site safety and security requirements.

11.3. The Customer agrees to provide and agrees to take reasonable steps to ensure that the End User provides a suitable and safe working environment for Connectus Business Solutions Ltd at the Customer's Site and/or the End User's Site. The Customer agrees to indemnify Connectus Business Solutions Ltd against all loss, damages, liabilities, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against Connectus Business Solutions Ltd if the Customer is in breach of this sub-clause. The limitation of liability provisions of this Agreement does not apply to this indemnity.

11.4. It is the responsibility of the Customer or End User to carry out any making good or decorator's work required but Connectus Business Solutions Ltd accepts responsibility for any property damage caused by Connectus Business Solutions Ltd.'s negligence subject to the limitation of liability provisions of this Agreement.

## 12. Charges

- 12.1. The Customer agrees to pay the Charges for the Service.
- 12.2. For the avoidance of doubt, the Company shall be entitled to charge Additional Charges in the event that any Services or work is requested by the Customer which fall outside the scope of the agreed Service or which are to be completed by the Company outside Working Hours. Any Additional Charges shall become due and be invoiced on completion of the additional work.
- 12.3. The Charges are exclusive of Value Added Tax which shall be payable by the Customer at the applicable rate.
  - 12.3.1. The Installation Charges will be invoiced on acceptance of order.
  - 12.3.2. the Rental Charges will be invoiced quarterly in advance.
  - 12.3.3. the Call Charges will be invoiced monthly in arrears.
- 12.4. Payment of invoices will be made in full, no later than:
  - 12.4.1. 14 days from the date of invoice for Call Charges.
  - 12.4.2. 30 days from the date of invoice for quarterly, annual rental and support charges.
- 12.5. Connectus Business Solutions Ltd will conduct credit checks from time to time. If the Customer fails to meet the Company's credit requirements at any time, the Company shall be entitled to demand payment of any or all Charges in advance in respect of the Service supplied to the Customer.
- 12.6. The Customer shall pay the Charges without off-set or deduction in pounds sterling by the due date specified herein. The Customer shall pay all Charges for the Service whether the Service is used by the Customer.
- 12.7. If the Customer fails to pay the Charges in accordance with these conditions, the Company may suspend the Service until payment is received in full and the Company may charge interest at the rate of 2% per annum above the base rate of Barclays Bank plc on any amounts outstanding from the due date until payment is made in full.
- 12.8. The Company will Charge a re-connection fee of £50+VAT to the Customer.
- 12.9. The Company may change the level of its Charges because of either:
  - 12.9.1. any OFCOM direction, determination, order or similar decision; or
  - 12.9.2. any notice issued by the Company's telecommunications operators correcting an error in the amount or application of a charge or payment under its interconnect agreement with the Company or its service providers.
- 12.10. In the event of any increase of Charges pursuant to condition 5.9, the Company shall be entitled to impose such increase retrospectively as well as prospectively but only to the extent that any increase impacts upon the basis on which the Charges were calculated.
- 12.11. Where any Go Live Date is delayed at the Customer's request or by virtue of the Customer's act, neglect or failure to fulfil its obligations hereunder, the Rental for the first Billing Period and Installation Charges for that Service shall be payable no later than the Target Go Live Date for that Service unless otherwise agreed in writing between the Parties.

- 12.12. Connectus Business Solutions Ltd shall be entitled to increase Rental and other charges payable by the Customer after expiry of the Minimum Period from time to time by giving the Customer not less than four (4) weeks' prior written notice.

### 13. Use of the Service

- 13.1. The Customer shall use the Services strictly in accordance with any reasonable operating instructions issued by Connectus Business Solutions Ltd from time to time.
- 13.2. The Customer shall not itself or knowingly permit any User to use the Connectus Business Solutions Ltd Network or Services to do any of the following:
- 13.2.1. publish, post, distribute or disseminate defamatory, infringing, obscene, indecent or other unlawful material or information;
  - 13.2.2. threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
  - 13.2.3. engage in illegal or unlawful activities through the Connectus Business Solutions Ltd Network;
  - 13.2.4. knowingly make available or upload files that contain software or other material, data or information not owned
  - 13.2.5. by or licensed to the Customer, the User or Additional User (as appropriate);
  - 13.2.6. knowingly make available or upload files that contain a virus or corrupt data;
  - 13.2.7. falsify the true ownership of software or other material or information contained in a file that the Customer, any User or Additional User makes available via the Connectus Business Solutions Ltd Network;
  - 13.2.8. "spam" or otherwise deliberately abuse any part of the Connectus Business Solutions Ltd Network;
  - 13.2.9. obtain access, through whatever means, to notified restricted areas of Connectus Business Solutions Ltd Network.
- 13.3. If the Customer becomes aware that any User or Additional User is using the Connectus Business Solutions Ltd Network to perform any of the activities listed in Clause 4.3 it shall enforce the applicable terms in its agreement with its User(s) and shall use all best endeavors to stop such User from doing so. If Connectus Business Solutions Ltd becomes aware that a User or any Additional User is performing any of the activities listed in Clause 4.3, Connectus Business Solutions Ltd shall bring the breach to the attention of the Customer in writing. If Connectus Business Solutions Ltd have not received, within one (1) Business Day of dispatch of such a message, a satisfactory response from the Customer detailing the actions that have been taken to stop a User or Additional User performing in this way, which actions may include restricting the access of the User or Additional User to the Connectus Business Solutions Ltd Network or disconnecting the User or Additional User from the Connectus Business Solutions Ltd Network, then Connectus Business Solutions Ltd shall have the right to restrict the access of and/or disconnect the User(s) or Additional User(s) in question, and if necessary, the entire Service, from the Connectus Business Solutions Ltd Network. If Connectus Business Solutions Ltd exercises its rights to disconnect a User or Additional User it will notify the Customer as soon as reasonably practicable in the circumstances.
- 13.4. Each Party shall provide the other with all reasonably necessary co-operation, information and support to prevent and/or stop any misuse of Connectus Business Solutions Ltd Network by Users.

## 14. Limitation of Liability

- 14.1. Nothing in this Agreement shall exclude or restrict either Party's liability for fraud, death or personal injury resulting from that Party's negligence.
- 14.2. Neither Party shall be liable to the other under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise for:
  - 14.2.1. any loss of business, contracts, profits, anticipated savings, goodwill, or revenue;
  - 14.2.2. any loss or corruption of data; and/or
  - 14.2.3. for any indirect or consequential loss whatsoever incurred by either Party, whether the Party relying on this Clause 16.2 was advised in advance of the possibility of any such loss.
- 14.3. Except in relation to Clauses 14.3 and 14.4 and the indemnity in Clause 15.2, the total aggregate liability of either Party to the other under or in connection with this Agreement shall not exceed the lesser of one hundred thousand pounds (£100,000) or the Charges due to Connectus Business Solutions Ltd in the previous 12 month period for any one event or series of events.
- 14.4. In relation to Clause 14.3 and 14.4 only, the total aggregate liability of the Customer to Connectus Business Solutions Ltd shall not exceed two hundred thousand pounds (£200,000) for any one event or series of events.
- 14.5. The Customer shall be liable to Connectus Business Solutions Ltd for all liabilities, claims and costs arising directly from the acts and omissions of any third parties (including Users) using the Service through the Customer, relating to the Customer's use of the Services except where such liabilities, claims and costs arise from Connectus Business Solutions Ltd's negligence or breach of this Agreement.
- 14.6. The Customer agrees to indemnify defend and hold harmless Connectus Business Solutions Ltd against all liabilities claims, liabilities, losses and costs (including reasonable and properly incurred legal costs) arising directly in connection with the Customer's use of the Service by the Customer's Users or any third party using the Service through the Customer except where such claims arise from Connectus Business Solutions Ltd's negligence or breach of this Agreement.

## 15. Termination

- 15.1. This Agreement may be terminated without penalty:
  - 15.1.1. by Connectus Business Solutions Ltd providing notice via the email to [Accounts@connectus.org.uk](mailto:Accounts@connectus.org.uk) provided that such notice shall not expire before the end of the Minimum Period; or
  - 15.1.2. by the Customer providing notice in writing no later than the minimum lead times set in 15.1.3 prior to the expiry of the Minimum Period or any subsequent renewal.
  - 15.1.3. Minimum cease lead times are details as follows:

	Lead Time
Fibre	90 Working Days
EFM	30 Working Days
GEA	30 Working Days
Wireless	30 Working Days
EoFTTC	30 Working Days
GPON	35 Working Days

- 15.2. Notwithstanding the termination of this Agreement the terms of this Agreement shall remain in force in respect of any Order until the expiry of the Minimum Period for the provision of Services in that Order. For the avoidance of doubt, the termination of this Agreement shall not be effective until the Minimum Period for any existing Order has expired.
- 15.3. Notwithstanding any other rights under this Agreement, either Party may terminate this Agreement immediately if:
- 15.3.1. the other Party holds any meeting with or proposes to enter or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
  - 15.3.2. if either Party commits a material breach or other persistent breach of this Agreement which in the case of a breach capable of being remedied, is not remedied within thirty (30) days of a written request by the other Party to remedy the same.
- 15.4. Connectus Business Solutions Ltd may terminate the Contract at any time without cause on one month's written notice to the Customer

## 16. Consequences of Termination

- 16.1. Except as provided for in clause 15.2, in the event of the termination of this Agreement for whatever reason the Customer shall:
- 16.1.1. cease to use any of the Services, and;



- 16.1.2. permit Connectus Business Solutions Ltd or any nominated representative of Connectus Business Solutions Ltd to enter the Sites during any Business Day for the purpose of removing any or all of the Services Equipment;
- 16.2. Where Connectus Business Solutions Ltd is entitled to terminate this Agreement as a result of a default by the Customer provided in this Agreement or failure to pay any Charges or other amount due in terms of this Agreement; Connectus Business Solutions Ltd shall be entitled to continue to provide the Services to any person or entity making use of the Services or any facility of the Services at the time Connectus Business Solutions Ltd.'s right of termination arises. The Customer shall provide any permission or authorisations required enabling Connectus Business Solutions Ltd to continue the uninterrupted provision of the Services and Connectus Business Solutions Ltd shall be entitled to contract directly with and receive payment directly from such users including any Charges due by the Customer to Connectus Business Solutions Ltd in terms of this Agreement.
- 16.3. In the event of a customer terminating their service prior to the contractual period purchased, the customer agrees to pay any remaining rental charges from the date of cancellation to the date the contractual period finishes. Connectus Business Solutions Ltd reserve the right to levy a charge on the remaining period. For example, should three months remain on the contractual period and the service ceases prior to this final date, Connectus Business Solutions Ltd reserve the right to levy a single charge of three months collectively.
- 16.4. In the event of you or the customer cancelling the order once it has been placed, you agree to pay any charges levied by our carriers to us.