

YOUR AGREEMENT WITH US (this "AGREEMENT") IS MADE UP OF THE FOLLOWING DOCUMENTS:

- (i) THESE CONDITIONS FOR CPN;
- (ii) THE CONDITIONS FOR COMMUNICATION SERVICES;
- (iii) THE SERVICE AGREEMENT;
- (iv) THE RELEVANT TARIFF FOR THE SERVICES WE AGREE TO PROVIDE TO YOU; AND
- (v) ANY FURTHER CONDITIONS RELATING TO SPECIFIC SERVICES.

## CPN Service provision

- 1.1 We reserve the right not to provide the CPN Service to any site for reasons including, but not limited to:
  - a) The distance between a site and our point of presence or that of our underlying service provider;
  - b) If a site survey finds that a site is not suitable for the provision of the Ethernet or Broadband Service; or
  - c) If you do not agree to accept our Conditions for the access Service chosen.
- 1.2 We will agree on a per site basis a timetable for the implementation of the CPN Service taking into account the lead times required for those elements of the service which we source from third party service providers. We shall be entitled to revise such timetable, after appropriate liaison with you, if we encounter delays (including, but not limited to, complications connected with any site survey) which could not reasonably have previously been foreseen.
- 1.3 We shall be responsible for the provision of the CPN Service including configuration of the network, any internet access and the provision of the firewall where applicable. We will provide the agreed access services up to the Service demarcation point, as defined between us.
- 1.4 You shall be solely responsible for the provision of appropriate technical expertise, knowledge and resources sufficient to correctly integrate and configure your LAN systems, applications and interfaces with the CPN Service (including configuration of all your relevant clients, servers and networking equipment which interact with the CPN Service). We do not provide LAN integration as part of the CPN Service, the CPN Service being delivered by means of an outward facing port. You shall ensure that your LAN is capable of integration with the CPN Service (including, but without limitation, any hardware or software required for such integration). The CPN Service does not include the provision of advice on LAN integration, configuration or specification other than specifying from time to time the packet methodologies which are compatible with the CPN Service. Where class of service has been specified you will select its packet methodology from those available and you will be responsible to ensure that any packets to be transmitted shall be marked accordingly.
- 1.5 We will use reasonable efforts to install the CPN Service (including access services) in accordance with the agreed timetable and perform the commissioning tests within two working days thereafter. You acknowledge that all timeframes are estimates only. We have no liability for any failure to meet any of the dates included in the agreed timetable or for any failure to meet any service levels or to repair a fault within any given timeframe.
- 1.6 Where Centralised Internet Access ("CIA") has been ordered a hosted firewall service will be provided by us

where ordered by you. We will use all reasonable endeavours to provide as secure a protection as possible but you acknowledge that no firewall is completely secure or proof against all external threats such as viruses, malware and other unauthorised intrusions. We shall have no liability for any direct or indirect costs suffered by you in the event of any penetration of the firewall by any third party or third party software save in cases of fraud or negligence on the part of ourselves, our employees or sub-contractors.

- 1.7 Where you opt to use your own firewall application we shall have no liability for any malfunction, failure or inadequacy of such application whether or not it has been approved by us.

## Service cessation and cancellation

- 2.1 You may terminate the CPN Service or part thereof or one or more access services by following the procedure for termination agreed between us. The CPN Service to a site may be terminated by you on sixty (60) days' written notice to us provided that the Minimum Term has expired.
- 2.2 We may terminate the CPN Service or part thereof on 3 months' written notice to you provided that such notice extends the termination date beyond the end of the Minimum Term.
- 2.3 We may terminate the CPN Service immediately by notice to you if required to do so by a direction of Ofcom.
- 2.4 If you terminate the CPN Service or part thereof before the end of the Minimum Term we shall be entitled to invoice you for (a) our recurring charges for any Ethernet access service (including but not limited to any associated charges for internet access and firewall) so terminated from the effective date of termination for the remainder of the Minimum Term, and/or (b) with our standard cease charge for in-term termination for any DSL access service so terminated.
- 2.5 If you terminate the CPN Service or a part thereof after the end of the Minimum Term we shall be entitled to invoice you for our standard cease charge for out-of-term termination for any DSL access service so terminated.
- 2.6 If you cancel an ordered CPN Service or any part of it, you agree to reimburse us for any costs incurred in preparing to deliver the CPN Service in addition to our standard cancellation charge. We will take all reasonable steps to mitigate any such costs.
- 2.7 If you cancel a planned installation after 12:00 pm midday on the business day immediately prior to the installation date we shall be entitled to charge you with the full amount which we would otherwise have charged for the aborted installation or, in the case of planned out of hours installations, 1.5 times our standard installation charge for planned installations after 17:30 on business days and Saturdays and 2 times our standard installation charge for planned installations on Sundays.
- 2.8 If you request a change to the agreed timetable for delivery of the CPN Service to a site (and this has been accepted by us) and subsequently cancel the order any cancellation charge will be calculated on the revised timetable date.
- 2.9 Any CPN Service will cease automatically, either in part or in whole, if the underlying access service or services

is/are ceased. However you will remain liable for any recurring fixed charges for the remainder of the fixed term of the affected CPN contract.

## Changes

- 3.1 Changes to the CPN Service will be made according to our processes and procedures which define a set of standard allowable changes. Any such changes will be carried out according to our timescales and, subject to paragraph 3.2 below, charged in accordance with our standard price from time to time.
- 3.2 Any changes required which do not fall within the standard allowable changes or any changes which require consultation between us and any third party will be assessed on a case by case basis. Such changes will attract our standard professional service charges as set out in the CPN price list.

## Service assurance and problem management

- 4.1 Your nominated contacts will be the only point of contact with us for the notification of faults with the CPN Service and their resolution.
- 4.2 We and/or the supplier of equipment will provide the maintenance of any equipment installed on a site as part of the CPN Service on our side of the Service Demarcation Point.
- 4.3 You will be responsible for initial fault diagnosis and will report a fault to us only where you reasonably believe the fault is not caused by any of your installed equipment or any malfunction on your side of the Service Demarcation Point. We shall be entitled to charge you with any costs which we have incurred in this respect if a visit results in the fault being traced to any of your installed equipment or any such malfunction (or if we or our sub-contractor fails to gain entry to your site). We shall also be entitled to invoice you for configuring, testing and despatching replacement routers in the event that no fault is subsequently found in the original router or its configuration or where a fault has been incorrectly diagnosed by you.
- 4.4 You will report any faults using the relevant procedure.
- 4.5 We reserve the right to perform any routine or scheduled maintenance that may limit or suspend the availability of the CPN Service and shall provide reasonable prior notice of any such maintenance. We also reserve the right to perform any emergency maintenance that may limit or suspend the availability of the CPN Service and shall use reasonable endeavours to provide prior notice to you provided that, where we are unable to provide prior notice, we shall provide such notice as soon as reasonably practicable after the commencement of such maintenance. Any suspension of the availability of the CPN Service pursuant to this paragraph 4.5 shall not be deemed to be a breach by us of any of our obligations under these Conditions. We shall use reasonable endeavours to ensure that maintenance is carried out with minimum disruption to you.

## CPN Service constraints

- 5.1 You acknowledge and accept that there may be certain technical limitations to the access services provided for the CPN Service.

## Equipment

- 6.1 Equipment provided by us or our sub-contractors for the delivery of the CPN Service and any access service ("the Equipment") remains our property or that of our sub-contractors, as the case may be, and you shall not acquire any property in it. We shall provide the network terminating equipment and routers.
- 6.2 You shall provide a suitable place, conditions, connection points and electricity supply for the Equipment according to our reasonable instructions and carry out any site preparation work reasonably required by us.
- 6.3 You shall obtain all necessary third party consents required in relation to building alterations or additions, access to land or other permissions required to install the Equipment or, where this is carried out by us or our sub-contractor, shall render all reasonable assistance required by us.
- 6.4 You are responsible for the Equipment and shall be liable to us for any loss or damage to it save where such loss or damage is caused by fair wear and tear, is caused by us, our sub-contractor or anyone authorised to act on their behalf. You shall take all reasonable steps to prevent any damage to the Equipment and to prevent anyone (except anyone acting on our or our sub-contractor's behalf) from adding to it, modifying it or interfering with it in any way.

## Connection

- 7.1 Any equipment connected to the CPN Service must be technically compatible with the CPN Service and connected and used in compliance with any applicable instructions, standards or laws. Any such equipment should not cause any damage to the our network, the CPN Service, the Equipment, any other customer's network or the network of any underlying service provider.
- 7.2 You shall only connect equipment to the CPN Service by using the router provided by us.
- 7.3 If you become aware that any equipment connected to the CPN Service does not comply with the relevant instructions, standards or laws you should immediately disconnect the equipment or ensure its immediate compliance. Failure to disconnect non-compliant equipment will result in our disconnecting it at your expense.
- 7.4 We will not be liable for any failure to meet any service levels or any failure of the CPN Service or any other obligations if such failure has been found to be caused by the connection of any equipment other than in compliance with this paragraph 7.

## Access

- 8.1 We and/or our sub-contractor will conduct any required site visits during normal working hours, that is to say between 08:00 and 17:00 Mondays to Fridays (excluding UK public and bank holidays). In the event that you

request a site visit outside such hours this will be the subject of an additional charge. Such charge will not apply to visits to repair faults.

- 8.2 You will provide access to the site to us and/or our sub-contractor for the purposes of site surveys, installation or otherwise as required for the provision of the CPN Service and any access services. You shall provide a suitable and safe working environment for our employees and authorised sub-contractors at the site. You shall indemnify us and our sub-contractors for death or personal injury claims or actions threatened or brought against them resulting from your breach of this paragraph 8.2, save where such claim or action results from our negligence or that of our employees, sub-contractors or agents acting in the course of their employment or agency.
- 8.3 We agree to observe and ensure that our employees observe your reasonable security and safety requirements insofar as these are communicated to us or our employees.
- 8.4 It is your responsibility to make good or re-decorate any areas of the site affected by the installation of the CPN Service or any access services save where any damage is caused by our negligence in which case the limitation of liability provisions of the Conditions for Communications Services shall apply.

### Use of service

- 9.1 If we notify you (or you become aware) that the CPN Service is being used in breach of our Acceptable Use and Fair Use Policies the CPN Service will be disconnected if the breach continues. If you continue to use the CPN Service in breach of these Policies we will immediately disconnect the CPN Service.
- 9.2 If you use the CPN Service in breach of our Acceptable Use and Fair Use Policies we may suspend the CPN Service, insofar as is reasonable in the circumstances, without prejudice to our rights of termination. We shall have no liability for any direct or indirect losses incurred or suffered by you as a result of such suspension.
- 9.3 You acknowledge that we exercise no control over and accept no responsibility for the information, services and content accessible on the CPN Service or the internet. You assume entire responsibility for your use of the CPN Service, software and Equipment, whether or not provided by us.
- 9.4 Where you have ordered CIA through one or more sites you assume entire responsibility for your use of the CPN Service, software and Equipment (whether or not provided by us) and of the internet. You acknowledge and agree that the internet contains materials which are sexually explicit and/or may be offensive and is accessible by persons who may attempt to breach the security of our network or your security. We have no control over, and expressly disclaim any liability or responsibility for, such materials or actions. In such you access the CPN Service at your own risk.

### Charges

- 10.1 The charges for the CPN Service shall be as set out in the proposal document. Unless otherwise specified the CPN

proposal document will contain pricing for the CPN only and any supplementary Services will be detailed in separate proposals and order forms.

- 10.2 Where, in order initially to set up the CPN Service, we are required to consult with any third party, we shall be entitled to raise a charge for such consultation. Any such charge shall be based on our published standard prices for professional services at the time.
- 10.3 We shall be entitled to charge you with effect from the date of completion of the installation of each circuit as notified by us to you.
- 10.4 We shall be entitled to charge you for the CIA and firewall, if ordered, from the date when they are first configured for use.
- 10.5 Your minimum monthly committed spend will be as set out on the proposal document. Such committed spend will commence from the date the final site has been installed.

### General

- 11.1 Your Agreement with us will commence from the date the CPN Service Agreement is signed, the Minimum Term will commence from the date the final site on that Service Agreement has been installed and it is ready to use by you.
- 11.2 You shall not use our or our sub-contractors' name or any registered or unregistered trade-marks or service marks of ours or our sub-contractors without our prior written consent.
- 11.3 The parties undertake that they will not:
- Represent themselves as each other and you will not represent yourself as our underlying service provider;
  - Misrepresent their relationship with each other or, in your case, with our underlying service provider; or
  - Assert that they have any authority to provide or promote any products or services on behalf of each other or, in your case, on behalf of our underlying service provider.
- 11.4 You also agree not to represent that the CPN Service is a service provided by any underlying service provider of ours.