



Supplementary terms for the supply of Broadband Services

The Services set out in these Supplementary Terms shall be supplied by Ingenious to the Client on the terms and conditions set out in Ingenious's General Terms and Conditions and the terms and conditions of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Assured Broadband Services' means a fully managed service that provides additional performance measures for the improvement of voice data carriage.
- 1.2 'Bandwidth' means data transfer rate.
- 1.3 'Bearer' means the connection from the Site to an Exchange, which may be a single analogue line or an FTTP line.
- 1.4 'Broadband' means an asymmetrical, contended Tail Circuit that is based on (a) single copper pair connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange (b) fibre connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange or (c) single copper pair connectivity between the Client's premises and the Exchange.
- 1.5 'Broadband Services' means Core Network Services, Tail Circuit Services and access to the Public Internet.
- 1.6 'Converged Broadband Services' means a fully managed broadband service that includes the simultaneous carriage of voice data and internet data, whilst protecting the quality of the voice data connection.
- 1.7 'Core Network' means Ingenious's telecommunication network extending between its various Points of Presence.
- 1.8 'Core Network Services' means the services as set out in the Order, provided to the Client by Ingenious including the availability and monitoring of the Core Network.
- 1.9 'Customer Premises Equipment' ('CPE') means the equipment purchased by the Client which facilitates connection to the Broadband Services, including router(s) and modems as set out in the Order.
- 1.10 'Downtime' means a period during which the Broadband Services are not available for use.
- 1.11 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Ingenious is unable to provide prior notice of.
- 1.12 'Emergency Video Relay Service' means a video service for the relaying of calls to 112 or 999 emergency services using sign language.
- 1.13 'End User' means a user of the Services subscribed to by the Client.
- 1.14 'General Conditions' means the prevailing General Conditions of Entitlement published by Ofcom from time to time pursuant to its powers under the Communications Act.
- 1.15 'Local Area Network' ('LAN') means the Client's local area network which is connected to the LAN-facing port(s) of the Customer Premises Equipment.
- 1.16 'Managed Service' means the provision of Broadband Services including the Client-premises based Network Terminating Equipment and the provision and remote management of the Customer Premises Equipment.
- 1.17 'Microenterprise or Small Enterprise Customer' means a Client who meets the definition for the same as set out in the General Conditions or is a Not for Profit Customer and has not chosen to opt out of being regarded as such.
- 1.18 'Network' means Ingenious's Core Network and any Tail Circuits attached thereto.
- 1.19 'Network Terminating Equipment' ('NTE') means the Equipment supplied by Ingenious that terminates the Tail Circuit at the Client's premises, which includes a single socket for the connection of the CPE or the Client's own equipment, as set out in the Order.
- 1.20 'Not for Profit Customer' means a Client who meets the definition for the same as set out in the General Conditions.

- 1.21 'Outage' means the Client's circuit is unable to transmit or receive data.
- 1.22 'Planned Maintenance' means any period of maintenance for which Ingenious has provided prior notice.
- 1.23 'Point of Presence' means a termination of the Core Network at an exchange, which may be a telephone exchange, data centre or an internet exchange.
- 1.24 'PSTN' means public switched telephone network.
- 1.25 'Service Desk' means Ingenious's dedicated team of support specialists.
- 1.26 'Services' means Broadband Services and management services including Service Desk and maintenance services.
- 1.27 'Site' means the Client- owned or occupied location(s) as set out in the Order, at which Ingenious's Tail Circuit Services terminate.
- 1.28 'Tail Circuit' means the telecommunications circuit which links the Client's Site to the Core Network.
- 1.29 'Tail Circuit Services' means the services provided by Ingenious for the connection of the Client's local area network to the Core Network as set out in the Order.
- 1.30 'Incident Report' means an Incident reported to Ingenious by the Client.
- 1.31 'Wires Only Service' means the provision of Broadband Services including the Client-premises based Network Terminating Equipment, but excluding the provision of Customer Premises Equipment and the remote management thereof.

2. TERM

This Agreement will be effective on the Commencement Date set out on the Order and shall run until the RFS Date ('Run-Up Period') and shall then run for the Minimum Term as set out in the Order and thereafter until terminated by either party according to the provisions of clause 9 of these Supplementary Terms.

3. PROVISION OF SERVICES

3.1 The Services comprise the following Service Components:

- 3.1.1 Tail Circuit Services;
- 3.1.2 Core Network Services;
- 3.1.3 Transit and routing of email and internet traffic;
- 3.1.4 Access to the Public Internet;
- 3.1.5 Converged Broadband Services;
- 3.1.6 Assured Broadband Services;
- 3.1.7 Service Desk services during the hours set out in the Service Schedule;
- 3.1.8 The configuration and installation of the CPE at the Client's Site;

The Service Components to be provided under the terms of this Agreement are set out in the Order and are fully described in the Service Schedule.

- 3.2 For the avoidance of doubt, Ingenious shall not provide email or web-hosting facilities under the terms of this Agreement.
- 3.3 Ingenious shall provide IP data packets to the boundary of the Client's network, that is, the LAN-facing connection to the Customer Premises Equipment, or, if the Broadband Services are delivered as a Wires Only Service, the LAN-facing connection to the Network Terminating Equipment.
- 3.4 Ingenious shall use reasonable endeavours to provide the Broadband Services twenty four hours per day, subject to the limitations set out in this Agreement.
- 3.5 Ingenious shall use reasonable endeavours to provide each of the Services set out in the Order to the Client subject to acceptance of the Client's Order, from the RFS Date. During the Run-Up Period, Ingenious shall carry out the necessary pre service-provision activities, including, where applicable, Site survey(s), installation work and agreement of the RFS Date with the Client.
- 3.6 The Client acknowledges that the RFS Date shall not be dependent on any planned migration onto the relevant Services or when the Client commences using the Services.
- 3.7 Ingenious shall not be obliged to provide the Broadband Services prior to the completion of all construction and installation work at the Client's premises, which may or may not be under the control of Ingenious.

- 3.8 During the term of this Agreement, Ingenious shall be entitled to:
- 3.8.1 Change the technical specification of the Broadband Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
 - 3.8.2 Make alterations to the Broadband Services. Such alterations may result in temporary disruption to the Broadband Services and Ingenious will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.9 Ingenious cannot guarantee and does not warrant that the Broadband Services will be free from interruptions, including:
- 3.9.1 Interruption of the Broadband Services for operational reasons and temporary degradation of the quality of the Broadband Services;
 - 3.9.2 Interruption of the connection of the Broadband Services to other network services provided by either Ingenious or a third party; and
 - 3.9.3 Any such interruption of the Broadband Services referred to in this sub-clause shall not constitute a breach of this Agreement.
- 3.10 Although Ingenious will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an “as is” basis and Ingenious does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Services.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Broadband Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Ingenious from time to time.
- 4.2 The Client agrees to ensure that the Broadband Services are not used by its End Users to:
- 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Broadband Services, its suppliers or third parties;
 - 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.5 Obtain access to restricted areas of the Network, data, systems or services;
 - 4.2.6 In any manner which in Ingenious’s reasonable opinion brings Ingenious’s name into disrepute;
 - 4.2.7 Knowingly make available or upload file that contain Malware or otherwise corrupt data;
 - 4.2.8 Falsify true ownership of software or data contained in a file that the Client or End User makes available via the Broadband Services;
 - 4.2.9 Falsify user information or forge uniform resource locator (URL) or email addresses;
 - 4.2.10 Act in any way which threatens the security or integrity of any computer system;
 - 4.2.11 Violate general standards of internet use, including denial of service attacks, unauthorised IP or port multicasting, spoofing, broadcasting, translation, routing, web page defacement and port or number scanning;
 - 4.2.12 Connect to the Broadband Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of Ingenious’s Network or any other third-party system;
 - 4.2.13 Send email to anyone who does not wish to receive it;
Immediately notify Ingenious of such contravention.
- 4.3 The Client acknowledges that it is responsible for all data and/or traffic originating from the equipment and/or networks that it has connected to the Broadband Services.

- 4.4 If the Client becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Client agrees to:
 - 4.4.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;
 - 4.4.2 Immediately notify Ingenious of such contravention.
- 4.5 The Client acknowledges that it is solely responsible for its and its End User's to use of the Public Internet and any web pages accessed using the Broadband Services.
- 4.6 The Client agrees not use the Broadband Services to violate any part of this Agreement or to disrupt or attempt to disrupt another Public Internet user's experience.
- 4.7 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify Ingenious against any third-party claims arising the Client's breach of the terms of this clause 4.

5. THE CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client shall:

- 5.1 Pay all additional Charges levied by Ingenious, including those arising from usage-based components of the Broadband Services.
- 5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:
 - 5.2.1 On a regular basis, change access passwords for all equipment that in the Client's reasonable opinion, may be liable to access by unauthorised persons;
 - 5.2.2 Change passwords as appropriate when employees leave;
 - 5.2.3 Use strong passwords;
 - 5.2.4 Immediately notify Ingenious in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person;
 - 5.2.5 Acknowledge that Ingenious shall be entitled to temporarily suspend the Broadband Services and / or change the Client's passwords in the event that in Ingenious's reasonable opinion, unauthorised persons may have access to the Broadband Services.
- 5.3 Ensure that the Equipment is not moved from its installed location unless expressly authorised to do so in advance by Ingenious and that its operating environment is kept within any limits specified by its manufacturer.
- 5.4 Agree that in all instances where it attaches equipment that has not been provided by Ingenious to the Broadband Services that such equipment shall be:
 - 5.4.1 Technically compatible with the Broadband Services;
 - 5.4.2 Conformant with all regulatory standards;
 - 5.4.3 Configured / programmed by the Client;
 - 5.4.4 If the Broadband Services are supplied as a Managed Service, connected to the LAN-facing connection on the Customer Premises Equipment;
 - 5.4.5 If the Broadband Services are provided as a Wires Only Service, connected to the LAN-facing connection on the Network Terminating Equipment;
 - 5.4.6 Conformant with any instruction issued by Ingenious in relation thereto; and
 - 5.4.7 Not installed, configured, maintained or supported by Ingenious under the terms of this Agreement.
- 5.5 Accept that if it attaches equipment that does not comply with the provisions of sub-clause 5.4 and such equipment in the reasonable opinion of Ingenious is causing disruption to the Broadband Services, Ingenious shall be entitled to suspend the provision of the Broadband Services until such equipment is disconnected from the Broadband Services.
- 5.6 Accept that Ingenious shall not be liable for failure to meet any service levels or any failure of the Broadband Services resulting from the Client's failure to comply with the provisions of clause 5.4.
- 5.7 Accept that is the Client's sole responsibility to take all reasonable steps to prevent the introduction of Malware into the Broadband Services via the Client's equipment or software.
- 5.8 Be solely responsible for the configuration of its internal Local Area Network, and agree that any interruption in or to the Broadband Services which result from the configuration of the LAN shall not be regarded as interruption in or suspension of the Broadband Services provided by Ingenious.
- 5.9 Agree that Ingenious may at any time scan any IP addresses allocated under the terms of this Agreement, for anything which may compromise the security of Ingenious's network (including open relays and open proxies).

- 5.10 Acknowledge that static IP addresses allocated under the terms of this agreement shall only be allocated for the duration of this Agreement, and shall remain Ingenious's property at all times.
- 5.11 Be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Broadband Services.
- 5.12 Promptly report to Ingenious any Incident that arises in the Broadband Services.
- 5.13 Prior to reporting an Incident in the Broadband Services to Ingenious, the Client shall use reasonable endeavours to determine that the Incident does not lie in its LAN or other Client-supplied equipment that is attached to the Broadband Services.
- 5.14 In the event that Ingenious provides a Wires Only Service, as set out in the Order, the Client shall be responsible for providing initial diagnosis in the event of a Client-reported malfunction in the Broadband Services.
- 5.15 If the Client reports an Incident, it agrees to accept up to two hours Downtime to allow Ingenious to carry out intrusive testing.
- 5.16 Acknowledges that on occasions including arrangement of Site surveys, installations, and during Incident diagnosis, Ingenious's supplier may contact the Client directly.

6. INGENIOUS'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, Ingenious shall:

- 6.1 Provide and maintain the Services set out in this Agreement, subject to any service limitations set out in the Order and Service Schedule.
- 6.2 Save when the Broadband Services are to be delivered as a Wires Only Service, deliver fully configured and tested Equipment for the termination of the Broadband Services at the Client's Site;
- 6.3 Install the Equipment and necessary cabling (excluding structured cabling) at the Client's Site. Ingenious shall use reasonable endeavours to route cables and locate Equipment as requested by the Client, however if in Ingenious's reasonable opinion it is not practical to accommodate the Client's request, the Ingenious's alternative shall be binding.
- 6.4 Configure the Broadband Services and on the RFS Date conduct commissioning tests to ensure that the Broadband Services are functioning correctly.
- 6.5 Make reasonable endeavours to provide the Broadband Services by the agreed RFS Date.
- 6.6 Respond to Incident Reports and make reasonable endeavours to repair any Incident that arises within the Broadband Services.
- 6.7 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Ingenious may place on the Broadband Services.
- 6.8 Limited to and under the terms of any warranty procured by Ingenious on the Client's behalf, replace or repair any Customer Premises Equipment, in the event of the malfunctioning of such.
- 6.9 Monitor the performance of the Broadband Services and if an Outage or other degradation of service occurs, use reasonable endeavours to restore the Broadband Services as quickly as possible.
- 6.10 Ensure that any Equipment provided under the terms of this Agreement (regardless of whether title is transferred or not) complies with the relevant standards, is safe, of satisfactory quality and is fit for purpose.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 Ingenious shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Broadband Services. Ingenious shall:
 - 8.1.1 Provide seven days notice of Planned Maintenance;
 - 8.1.2 If it is necessary for Ingenious to perform Emergency Maintenance, Ingenious shall use reasonable endeavours to provide prior notice and if it is not possible to provide prior notice, shall notify the Client as soon as reasonably practicable after the commencement of such maintenance;
 - 8.1.3 Ingenious shall use reasonable endeavours to ensure that any disruption caused to the Client by such maintenance shall be minimised;

- 8.1.4 Any disruption to or suspension of the Services pursuant to this clause 8.1 shall not be deemed to be a breach of the terms of this Agreement.
- 8.2 The Client acknowledges that Ingenious exercises no control over and accepts no responsibility for information, services and content accessible via the Broadband Services and / or Public Internet and that it accesses such information, services and content entirely at its own risk.
- 8.3 The Client acknowledges that Ingenious or its sub-contractor will require access to the Client's Site to install Equipment.
- 8.4 If an appointment is made with the Client for a visit to Site and that at the appointed time Ingenious is unable to access the Client's Site, or the appointment is otherwise broken by the Client with less than two Working Days' notice, Ingenious shall be entitled to charge the Client at its prevailing rate; and
- 8.4.1 If the Client breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, Ingenious shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.5 The Client permits Ingenious or its suppliers to use and store origin, destination, duration, route and time of data transmitted over the Broadband Services, exclusively for the purposes of:
- 8.5.1 Collating statistics for network planning purposes; and
- 8.5.2 Providing such data to government security agencies in response to specific requests.
- 8.6 If Ingenious ceases to trade and upon written notice given by Ingenious's supplier, Ingenious's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to Ingenious's supplier or to its nominee.
- 8.7 Use of the Services and associated Equipment by the Client constitutes acceptance of the terms and conditions of this Agreement.
- 8.8 Ingenious provides its Service Desk on a fair usage basis. If in Ingenious's reasonable opinion, the number of requests that the Client makes of the Service Desk exceeds that which is reasonably expected, based on Ingenious's experience of providing such a service, Ingenious shall be entitled, after prior notification, to charge the Client for excess use of Ingenious's Service Desk services.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than thirty days' notice in writing to terminate on expiry of the Minimum Term or at any time thereafter;
- 9.1.2 If the Client is a Microenterprise or Small Enterprise Customer and Ingenious makes a Variation other than those contemplated in sub-clauses 22.3, 9.11 and 9.12 of the General Terms and Conditions, and such Variation is, in the reasonable opinion of the Client, disadvantageous to the Client, the Client shall be entitled to terminate this Agreement by giving reasonable notice to terminate on the day immediately before the Effective Variation Date without incurring termination Charges;
- 9.1.3 The Client by giving thirty days written notice if Ingenious makes changes to the Broadband Services which materially adversely affect the Client;
- 9.1.4 Immediately by Ingenious in the event that it is so instructed by a governmental or regulatory body;
- 9.1.5 By Ingenious providing fourteen days notice to terminate at any time if Ingenious's supplier gives notice to terminate the supply of Broadband Services to Ingenious.
- 9.2 If the Client cancels this Agreement during the Run-Up Period, the Client shall be liable to pay all of Ingenious's costs incurred up to the date of such cancellation.
- 9.3 The Client shall within fourteen days of the termination date, return all Ingenious-owned Equipment to Ingenious.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation shall be raised by Ingenious immediately following the Commencement Date, invoices for Recurring Charges shall be raised in advance of the relevant period and invoices for all data Charges incurred, if applicable, whether incurred with the authorisation of the Client or not, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.

- 10.2 Ingenious shall commence charging for the Broadband Services from the RFS Date, regardless of the date on which the Client commences use of the Broadband Services. In the event that the RFS Date does not correspond with Ingenious's invoicing period as set out in the Order, Ingenious shall charge the Client at a pro-rata rate for the first invoicing period.
- 10.3 The Client acknowledges that the prices quoted in Ingenious's literature and in the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force on the RFS Date.
- 10.4 Installation Charges set out in the Order may be an estimate. If during or following Ingenious's survey, to be carried out during the Run-Up Period, Ingenious identifies additional installation costs ('Excess Construction Charges'):
- 10.4.1 Ingenious shall notify the Client of such Excess Construction Charges as soon as reasonably practicable;
 - 10.4.2 The Client shall within seven Working Days notify Ingenious of acceptance or non-acceptance of such Excess Construction Charges;
 - 10.4.3 All work to provision the Services shall be suspended by Ingenious until such notice is received;
 - 10.4.4 If the Client does not accept such Excess Construction Charges, the Client shall be entitled to terminate this Agreement forthwith without incurring cancellation Charges;
 - 10.4.5 If the Client does not notify Ingenious of acceptance of such Excess Construction Charges within seven Working Days, Ingenious shall be entitled to terminate this Agreement and charge the Client for costs reasonably incurred.
- 10.5 If Ingenious requires more time than it reasonably expects to complete an installation at the Client's Site and such additional time is not due to Ingenious's negligence, Ingenious shall be entitled to charge the Client for the additional time.
- 10.6 The Client acknowledges that the Charges for the Minimum Term are calculated by Ingenious in consideration inter alia of the setup costs to be incurred by Ingenious and the length of the Minimum Term offered.
- 10.7 If the Customer Premises Equipment is repaired or replaced, Ingenious shall be entitled to charge for the reconfiguration of such repaired or replaced CPE, at its prevailing rate.
- 10.8 The Client agrees that it shall be liable for termination Charges, which shall be paid by way liquidated damages in the event that:
- 10.8.1 The Client terminates this Agreement for convenience prior to the end of the Minimum Term or Ingenious terminates this Agreement prior to the end of the Minimum Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:
 - a) Payment of all outstanding installation Charges, including repayment of any discount that may have been applied;
 - b) Payment of all Services Charges and Equipment rental Charges due up to the end of the Minimum Term;
 - c) Payment of any additional cancellation Charges levied by Ingenious's supplier.
- 10.9 The Client shall not be liable for termination Charges if this Agreement is terminated by:
- 10.9.1 The Client at the end of the Minimum Term or at the end of any calendar month thereafter PROVIDED THAT the Client properly serves written notice to terminate, in accordance with sub-clause 9.1.1;
 - 10.9.2 The Client or Ingenious during the Run-Up Period by reason of Ingenious becoming aware that will be unable to provide the Services or part thereof;
 - 10.9.3 The Client by reason of Ingenious's un-remedied or repeated breach of the terms of this Agreement;
 - 10.9.4 The Client if a right of termination arises under the provisions of sub-clauses 9.1.2 to 9.1.5 hereof.
 - 10.9.5 The Client if it does not accept Excess Construction Charges, PROVIDED THAT the Client complies with the provisions of sub-clauses 10.4.2 and 10.4.4 hereof.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 Unless the Tail Circuit is implemented as a SOGEA connection, the provision of these Services by Ingenious is contingent upon the Client having a pre-installed Bearer at each Site and the maintenance of a contract for the provision thereof, such to cover the Minimum Term plus any extended term of this Agreement, but is regardless of the Client's current service provider.
- 11.2 Ingenious shall use reasonable endeavours to meet the targets set out in the Service Schedule:

- 11.2.1 The Bandwidth target set out in the Order, Service Schedule or advised to the Client following Ingenious's Site survey is maximum possible Bandwidth and Ingenious makes no guarantee that such Bandwidth shall be achieved during the term of this Agreement;
- 11.2.2 Service Credits shall not be applicable in the event of Ingenious's failure to meet any of its targets;
- 11.2.3 Failure to meet to meet such targets shall not constitute a breach of this Agreement.
- 11.3 In addition to the terms set out in clause 12 of the General Terms and Conditions, Ingenious shall also be entitled to suspend the provision of the Broadband Services, in whole or part, without notice due to:
 - 11.3.1 Emergency maintenance or other emergency operational reason;
 - 11.3.2 Ingenious is required by governmental, emergency service, regulatory body or other competent authority to suspend Services;
- 11.4 Ingenious shall also be entitled to suspend the Broadband Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. Ingenious shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades.
- 11.5 Save in relation to Assured Broadband Services, Ingenious shall be entitled to implement traffic management measures as Ingenious reasonably deems necessary to protect the Broadband Services for other users of the service.
- 11.6 The Client accepts that certain features of the Broadband Services (as described in the Service Schedule) may not be available at all Sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Services.
- 11.7 Due to the limitations of the technology that supports the Broadband Services, Ingenious does not guarantee that standard Broadband Services will support real time services including voice over IP and video-conferencing.
- 11.8 The Client acknowledges that there may be a temporary loss of voice or Broadband service during installation or modification of the Broadband Services. Ingenious shall use reasonable endeavours to minimise the period of temporary loss.
- 11.9 The Broadband Services may affect:
 - 11.9.1 How the telephone sounds;
 - 11.9.2 The performance of the Client's equipment which is attached to the PSTN including faxes and burglar alarms, and it is the Client's responsibility to check the compatibility and correct functioning of such equipment;
 - 11.9.3 Such effects listed in this sub-clause 11.10 are normal for Broadband Services and do not constitute an Incident.
- 11.10 Certain FTTC / ADSL services may dynamically adapt Bandwidth to the Bearer performance. Such may result in short periods of intermittent loss of connection, particularly during the first ten days following the RFS Date. If connection is not automatically restored it may be necessary for the Client to re-boot the CPE and the Client may wish to contact the Service Desk should this be necessary. The dynamically adapted Bandwidth may be lower than the maximum Bandwidth set out in the Order and Service Schedule.
- 11.11 Certain Tail Circuit Services may not be available in some geographic areas.
- 11.12 Ingenious is responsible for providing IP data packets to the boundary of the Client's Local Area Network. Ingenious shall at its sole discretion, in response to specific requests from the Client, assist the Client in the resolution of malfunctions in the Client's Local Area Network, and shall be entitled to charge the Client for such assistance at its prevailing rates.
- 11.13 Ingenious is not responsible for the configuration of any equipment that it has not supplied under the terms of this Agreement.
- 11.14 If Ingenious provides Assured Broadband Services:
 - 11.14.1 The Client acknowledges that Assured Broadband Services limit the use of the Broadband Services to telephony services and preclude any form of non-telephony data access, including:
 - a) General access to the Public Internet;
 - b) SIP-based services provided by third parties;
 - c) Site to Site connectivity
 - d) IP extensions for remote workers.

- 11.14.2 If during commissioning of the Broadband Services, Ingenious discovers that due to physical, technical or geographic reasons the installation will not support Assured Broadband Services, the service will be downgraded to standard Broadband Services without charge to the Client.
- 11.15 If Ingenious provides Converged Broadband Services in addition to standard Broadband Services:
 - 11.15.1 If during commissioning of the Broadband Services, Ingenious discovers that due to physical, technical or geographic reasons the installation will not support Converged Broadband Services, the service will be downgraded to standard Broadband Services without charge to the Client.
- 11.16 If the Broadband Services are suspended for any reason, Emergency Video Relay Services will not be accessible.

12. WAYLEAVE

- 12.1 During the term of this Agreement and for a period of sixty days following any termination thereof, the Client hereby irrevocably gives permission to Ingenious and its employees, agents, suppliers or contractors on reasonable notice at such reasonable times to execute any works on the relevant Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, inspection, renewal or removal of the Equipment.
- 12.2 Ingenious agrees to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under clause 12.1.
- 12.3 The Client warrants that it:
 - 12.3.1 Is the current occupier of the Site; and
 - 12.3.2 Is either the freeholder of the Site or is a tenant thereof under a lease expiring not before the expiry of the Minimum Term and any extended term thereafter;
 - 12.3.3 Shall not to do or allow anything to be done to the Site that may cause damage to, or interfere with, the Equipment or prevent reasonable access thereto;
 - 12.3.4 Shall, if it or a third party proposes to carry out works to the Site which requires the Equipment to be removed, relocated or altered, give Ingenious as much notice of its proposed works as is reasonably practicable (and in any event no less than six calendar months' prior written notice);
 - 12.3.5 Shall procure all Site-related permissions and approvals necessary for Ingenious to deliver, install and maintain the Equipment and shall ensure the continuance of such throughout the term of this Agreement.

Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Ingenious within these Supplementary Terms. The actual Services to be provided under the terms of this Agreement are listed on the Order.

1. Service Description Overview

- 1.1 The Broadband Services comprise three Service Components: Tail Circuits, Core Network and direct internet access. The Broadband Services are, as set out in the Order, delivered either as:
- Standard Broadband Services, which may be delivered as a Managed Service or as a Wires Only Service; or
 - Assured Broadband Services, which is a Managed Service; or
 - Converged Broadband Services, which is a Managed Service.
- 1.2 Tail Circuits are implemented using a number of different technologies, and the technology type and maximum possible Bandwidth to be provided under the terms of this Agreement are set out in the Order.
- Fibre-To-The-Cabinet ('FTTC') Tail Circuit technology comprises a fibre connection from the local exchange to a street cabinet and a copper loop connection from the cabinet to the Client's Site. The service supplied is asymmetrical and contended, with Bandwidths up-to 80 Mbps download and up-to 20Mbps upload, depending on the capabilities of the copper loop
 - Fibre-To-The-Premises ('FTTP') Tail Circuit technology comprises a fibre connection from the local exchange to a street cabinet and a fibre connection from the cabinet to the Client's Site. The service supplied is asymmetrical and contended, with Bandwidths up to 1 Gbps download and up to 220Mbps upload
 - Single Order Generic Ethernet Access ('SOGEA') is a variant of FTTC which is supplied without the requirement for a PSTN connection. The availability of SOGEA is Exchange-dependent
 - ADSL2+ Annex A Tail Circuit technology comprises a copper loop connection from the Client's Site to the local exchange. The service supplied is asymmetrical, with Bandwidths up-to 24Mbps download and up-to 1.3 Mbps upload, depending on the capabilities of the copper loop
 - ADSL2+ Annex M Tail Circuit technology comprises a copper loop connection from the Client's Site to the local exchange. The service supplied is asymmetrical, with Bandwidths up-to 24Mbps download and up-to 2.5 Mbps upload, depending on the capabilities of the copper loop. The increase in upload Bandwidth is at the expense of download Bandwidth
- 1.3 The Ingenious's Core Network is a fully resilient network which employs diverse routing, is built with backhaul links into local telephone exchanges. The Core Network has multiple links into the Public Internet.
- 1.4 Internet access services are implemented by providing a routing through the Ingenious's Core Network to Ingenious's Point of Presence on the Public Internet. This service provides the Client with a direct route onto the Public Internet.

2. Network Performance

2.1 Standard Broadband Services

Product	Maximum Download Speed	Maximum Upload Speed
FTTC / SOGEA	80Mbps	20Mbps
ADSL	17Mbps	1Mbps
FTTP	1Gbps	220Mbps

2.2 Assured Broadband Services

Assured FTTC Broadband	Performance
Maximum Download Speed	80Mbps

Assured FTTC Broadband	Performance
Maximum Upload Speed	20Mbps
Maximum number of Voice Channels G.729 Codec	75
Maximum number of Voice Channels G.711 Codec	30
Core Network Latency	< 80ms
Core Network Jitter	< +/- 4.5ms
Core Network Packet Loss	<2%

Assured ADSL2+ Annex A Broadband	Performance
Maximum Download Speed	24Mbps
Maximum Upload Speed	1.3Mbps
Maximum number of Voice Channels G.729 Codec	5
Maximum number of Voice Channels G.711 Codec	2
Core Network Latency	< 80ms
Core Network Jitter	< +/- 4.5ms
Core Network Packet Loss	<2%

Assured ADSL 2+ Annex M Broadband	Performance
Maximum Download Speed	24Mbps
Maximum Upload Speed	2.5Mbps
Maximum number of Voice Channels G.729 Codec	5
Maximum number of Voice Channels G.711 Codec	2
Core Network Latency	< 80ms
Core Network Jitter	< +/- 4.5ms
Core Network Packet Loss	<2%

2.3 Converged Broadband Services

Converged FTTC Broadband	Performance
Maximum Download Speed	80Mbps
Maximum Upload Speed	20Mbps
Maximum number of Voice Channels G.729 Codec	75
Maximum number of Voice Channels G.711 Codec	30
Core Network Latency	< 80ms
Core Network Jitter	< +/- 4.5ms
Core Network Packet Loss	<2%

Converged ADSL2+ Annex A Broadband	Performance
Maximum Download Speed	24Mbps
Maximum Upload Speed	1.3Mbps
Maximum number of Voice Channels G.729 Codec	5
Maximum number of Voice Channels G.711 Codec	2
Core Network Latency	< 80ms
Core Network Jitter	< +/- 4.5ms
Core Network Packet Loss	<2%

2.3.1 Converged Broadband is a data and voice service. To maintain voice quality, voice bandwidth requirements will take precedence over data bandwidth requirements.

3. Service Desk

3.1 Ingenious's Service Desk Service provides support and assistance in the use of the Services, including the following:

- Provision of help and guidance in the use and configuration of the Broadband Services
- Management of the prompt resolution of Incidents arising within the Broadband Services which are identified by Ingenious's monitoring system
- Management of the prompt resolution of Incidents arising within the Broadband Services which are raised by the Client
- Management of hardware and firmware upgrades to Ingenious-supplied CPE as required as a result of product / service improvement activities by Ingenious
- Management of warranty claims in the event of CPE hardware failures
- Escalation management if required in the event of protracted Incident resolution
- Management of Change Requests

3.2 The Client shall raise Incident Reports by one of the following methods:

- Via Ingenious's web support app
- Via Email: support@ingenious.co.uk
- By Telephone to Ingenious's Service Desk: 020 3745 6630

3.3 The Service Desk is available from 9am to 5.30pm Monday to Friday, excluding bank and public holidays.

3.4 Ingenious shall aim to make an initial response to the Client's request for assistance within the following timeframes and shall use reasonable endeavours to resolve the Incident:

Priority	Example	Response Guarantee	Response Target
Critical	Service outage affecting all End Users	2 Working Hours	Immediate
High	Service outage affecting less than 20% of end Users	4 Working Hours	Immediate
Medium	Service performance issues, for example slow browsing	8 Working Hours	4 Working Hours
Low	New End User setup / maintenance	16 Working Hours	8 Working Hours

3.5 Failure by Ingenious to meet the targets set out in this paragraph shall not be deemed a breach of this Agreement.

3.6 Ingenious' Service Desk does not provide:

- Onsite Support
- “How to” assistance
- Any excluded services listed in sub-clause 11.1

4. Complaints Handling

4.1 If dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service Delivery Manager	020 3745 6632
2	Managing Director	020 3745 6631

4.2 Ingenious will respond to complaints within three Working Days.