



Supplementary Terms for the Supply of Leased Line 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 'Bandwidth' means data transfer rate.
- 1.2 'Broadband' means an asymmetrical, contended Tail Circuit that is either based on single copper pair connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange or single copper pair connectivity between the Client's premises and the Exchange.
- 1.3 'Core Network' means Ingenious's telecommunication network extending between its various Points of Presence.
- 1.4 '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.
- 1.5 'CPE Router' means a router which is connected to the Network Terminating Equipment and the Client's network.
- 1.6 'Customer Premises Equipment' means Equipment provided by Ingenious under the terms of this Agreement which facilitate connection to the Broadband Services, including router(s) and modems as set out in the Order.
- 1.7 'Downtime' means any period during which the Network Services or one or more Service Components is not available.
- 1.8 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Ingenious is unable to provide prior notice of.
- 1.9 'End User' means a user of the Services subscribed to by the Client.
- 1.10 'Ethernet in the First Mile' ('EFM') means a symmetrical, uncontended Tail Circuit that is based on bonded copper pair connectivity between the Client's premises and the Exchange.
- 1.11 'Fibre Ethernet' means a symmetrical, uncontended Tail Circuit that is based on fibre connectivity between the Client's premises and the Exchange.
- 1.12 'FTTC Ethernet' means a symmetrical, uncontended Tail Circuit that is based on single copper pair connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange.
- 1.13 'Incident Report' means the report of an Incident by the Client to Ingenious.
- 1.14 'Local Area Network ('LAN') means the Client's local area network which is beyond the service demarcation point, which may be a CPE Router or other Network Terminating Equipment.
- 1.15 'Managed Service' means the provision of Network Services including the Client-premises based Network Terminating Equipment and the provision and remote management of CPE Router equipment.
- 1.16 'Network' means Ingenious's Core Network and any Tail Circuits attached thereto.
- 1.17 'Network Services' means Core Network Services and Tail Circuit Services.
- 1.18 'Network Terminating Equipment' ('NTE') means the equipment that terminates the Network at the Client's premises, including a single the Client-side socket for the connection of a CPE Router.
- 1.19 'Planned Maintenance' means any period of maintenance for which Ingenious has provided prior notice.
- 1.20 '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.
- 1.21 'Service Desk' means Ingenious's dedicated team of support specialists.

- 1.22 'Services' means Network Services and management services including Service Desk and where applicable, maintenance services.
- 1.23 'Site' means the Client- owned or occupied location(s) as set out in the Order, at which Ingenious's Tail Circuit Services terminate.
- 1.24 'Tail Circuit' means the telecommunications circuit which links the Client's Site to the Core Network.
- 1.25 '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.
- 1.26 'Wires Only Service' means the provision of Network Services as far as the Client-premises based Network Terminating Equipment, but excluding the provision of CPE Router 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 Tail Circuit Services, Core Network Services and support services as set out in the Order and described in the Service Schedule. Ingenious shall use reasonable endeavours to provide the Services twenty four hours per day, subject to the limitations set out in this Agreement.
- 3.2 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 Site survey(s), installation work and agreement of the RFS Date with the Client.
- 3.3 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.
- 3.4 Ingenious shall not be obliged to provide the Network 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.
- 3.5 For the avoidance of doubt, Ingenious shall not provide email or web-space facilities under the terms of this Agreement.
- 3.6 During the term of this Agreement, Ingenious shall be entitled to:
 - 3.6.1 Change the technical specification of the Network Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
 - 3.6.2 Make alterations to the Network Services. Such alterations may result in temporary disruption to the Services and Ingenious will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.7 Ingenious shall provide IP data packets to the boundary of the Client's network that is:
 - 3.7.1 In the case of the supply of a Managed Service, the Client's network-facing connection to the Ingenious-supplied CPE Router;
 - 3.7.2 In the case of supply of a Wires Only Service, the Network Terminating Equipment;
 - 3.7.3 In the case of services delivered to a third-party data centre on behalf of the Client, the Client's connection to Ingenious's terminating equipment in the data centre.
- 3.8 Ingenious shall provide transit and routing of email and internet traffic and shall, if specified in the Order, provide direct internet access.
- 3.9 Ingenious cannot guarantee and does not warrant that the Network Services will be free from interruptions, including:
 - 3.9.1 Interruption of the Network Services for operational reasons and temporary degradation of the quality of the Network Services;
 - 3.9.2 Interruption of the connection of the Network Services to other network services provided either by Ingenious or a third party; and

3.9.3 Any such interruption of the Network 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 Network 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 Network 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 Network 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 Network 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 Network 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 Network 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 Network Services.

4.6 The Client agrees not use the Network 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. 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 Network 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 if, 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 Network Services and / or change the Client's passwords if in Ingenious's reasonable opinion, unauthorised persons may have access to the Network 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 Network Services that such equipment shall be:
 - 5.4.1 Technically compatible with the Network Services;
 - 5.4.2 Conformant with all regulatory standards;
 - 5.4.3 Configured / programmed by the Client;
 - 5.4.4 Connected to the client-network-facing port(s) of the CPE Router, or in the case of a Wires Only Service, the client-network-facing port of the Network Terminating Equipment;
 - 5.4.5 Conformant with any instruction issued by Ingenious in relation thereto; and
 - 5.4.6 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 Network Services, Ingenious shall be entitled to suspend the provision of the Network Services until such Equipment is disconnected from the Network Services.
- 5.6 Accept that Ingenious shall not be liable for failure to meet any service levels or any failure of the Network Services resulting from the Client's failure to comply with the provisions of clause 5.4.
- 5.7 Accept that it is the Client's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Network Services via the Client's equipment or Software.
- 5.8 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).
- 5.9 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.
- 5.10 Be solely responsible for the configuration of its internal network, and agree that any interruption in or to the Network Services which result from the configuration of the Client's internal network shall not be regarded as interruption in or suspension of the Network Services provided by Ingenious.
- 5.11 Be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Network Services.
- 5.12 If 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 Network Services.
- 5.13 Prior to raising an Incident Report, 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 Network Services.
- 5.14 If the Client reports a non-critical Incident, as described in paragraph 2 of the Service Schedule, the Client agrees to:
 - 5.14.1 Accept up to two hours Downtime to allow Ingenious to carry out intrusive testing;
 - 5.14.2 Allow not less than five hours uninterrupted on-Site access, if requested by Ingenious.
- 5.15 Acknowledges that on occasions including arrangement of Site surveys, installations and during Incident diagnosis, Ingenious's supplier may contact the Client directly.

- 5.16 Agree to not alter, re-configure or otherwise make any changes to any CPE Router that has been provided by Ingenious pursuant to providing the Network Services as a Managed Service.
- 5.17 Provide Ingenious with reasonable assistance if third-party consents are required prior to the provision of the Network Services.

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 Configure the Network Services and on the RFS Date conduct commissioning tests to ensure that the Network Services are functioning correctly.
- 6.2 Provide and maintain the Services set out in this Agreement, subject to any service limitations set out in the Order and Service Schedule.
- 6.3 Save when the Services are to be delivered as a Wires Only Service, deliver fully configured and tested Equipment for the termination of the Network Services at the Client's Site;
- 6.4 Install the Equipment and necessary 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, Ingenious's alternative shall be binding.
- 6.5 Respond to Incident Reports raised by the Client within the time-frame set out in the Service Schedule and make reasonable endeavours to repair any Incident within the Network Services within the time frame set out in the Service Schedule.
- 6.6 Make reasonable endeavours to provide the Network Services by the agreed RFS Date.
- 6.7 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Ingenious may place on the Network Services.
- 6.8 If Ingenious provides Managed Services, as set out in the Order Ingenious shall:
 - 6.8.1 Deliver the fully configured and tested CPE Router for the termination of the Network Services at the Client's Site;
 - 6.8.2 Install the Equipment at the Client's Site;
 - 6.8.3 Provide a hardware maintenance service that covers the replacement or repair of any CPE Router supplied by Ingenious under the terms of this Agreement, in the event of the malfunctioning of such;
 - 6.8.4 Monitor the performance of the Network Services.
- 6.9 In response to individual requests from the Client, Ingenious shall provide statistical reports showing bandwidth usage on requested Service Components.
- 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 Network Services. Ingenious shall:
 - 8.1.1 Provide reasonable 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 Network Services and / or Public Internet and that the Client accesses such information, services and content entirely at the Client's own risk.

- 8.3 Use of the Services and Equipment by the Client constitutes acceptance of the terms and conditions of this Agreement.
- 8.4 The Client acknowledges that provision of the Network Services is subject to the satisfactory completion of Site surveys by Ingenious; and
- 8.4.1 If during commissioning of the Network Services, Ingenious discovers that the agreed bandwidth performance cannot be achieved, Ingenious shall, with the agreement of the Client, cancel the Order at no charge to the Client;
- 8.4.2 If certain technical limitations become apparent after the RFS Date and despite its reasonable attempts Ingenious is unable to resolve the limitations, Ingenious shall, with the agreement of the Client, cancel the Order at no charge to the Client and refund all Charges;
- 8.4.3 In the circumstances referred to in sub-clauses 8.4.1 and 8.4.2 Ingenious shall have no liability to the Client for failure to provide the Network Services, the performance of the Network Services or their effect on any other services that may be reliant thereupon, save as set out in those sub-clauses.
- 8.4.4 Ingenious may provide Bandwidth in excess of the targets set out in the Service Schedule, however any subsequent decrease in Bandwidth that results in the Bandwidth remaining higher than the targets set out in the Service Schedule will not be regarded by Ingenious as an Incident in the Network Services;
- 8.4.5 Actual bandwidth on FTTC Ethernet-based Tail Circuits will be confirmed during commissioning, however the Client accepts that bandwidth may alter with time due to a number of technical reasons, including distance from the Client's Site to the street connection cabinet.
- 8.5 The Client acknowledges that Ingenious or its sub-contractor will require access to the Client's Sites to carry out the Site survey and install Equipment.
- 8.6 Site surveys will be carried out by Ingenious during the Working Day. If the Client requests that any Site survey is carried out outside of the Working Day, Ingenious shall use reasonable endeavours to accommodate such request and shall make an additional charge to the Client at its prevailing rate.
- 8.7 If the Client is unable to agree to Site visit dates (including survey and installation dates) suggested by Ingenious, the Client shall within fourteen days of Ingenious's notification of the suggested date, agree to an alternative date. If the Client does not suggest an alternative date within the fourteen day period, Ingenious's suggested appointment date will be deemed accepted.
- 8.8 Site visits, including installations are subject to the Site being located in the United Kingdom, including Northern Ireland, but excluding Kingston upon Hull, the Channel Islands, Isle of Man and Scilly Isles. Ingenious shall be entitled to make reasonable additional Charges for Site visits in excluded areas.
- 8.9 During the term of this Agreement, the Bandwidth of the Core Network may be upgraded or downgraded, by the Client raising a new Order:
- 8.9.1 The Bandwidth cannot be downgraded to a Bandwidth that is lower than that set out in the original Order for supply of the Network Services, or as initially provisioned, if different;
- 8.9.2 Ingenious will not accept more than one order for upgrading the Core Network Bandwidth in any one calendar month.
- 8.9.3 Ingenious will not accept more than one order for downgrading Core Network Bandwidth in any one twelve-month period;
- 8.10 During the term of this Agreement, the Bandwidth of the Tail Circuit may be upgraded or downgraded, by the Client raising a new Order:
- 8.10.1 The Bandwidth cannot be downgraded to a Bandwidth that is lower than that set out in the original Order for supply of the Network Services, or as initially provisioned, if different;
- 8.10.2 Ingenious will not accept more than one order for upgrading or downgrading the Tail Circuit Bandwidth in any one twelve-month period;
- 8.10.3 If the upgrade or downgrade is requested within twelve months of the end of the current term of this Agreement, the current term will be extended to expire twelve months from the date of activation of the upgraded or downgraded Bandwidth;
- 8.10.4 The upgrading of Bandwidth of EFM Tail Circuits is subject to the availability of additional copper pairs;
- 8.10.5 The Bandwidth of an EFM Tail Circuit cannot be downgraded at any time.
- 8.11 The Client agrees to pay the revised Charges as set out on the (new) Order that arise from upgrades or downgrades set out in sub-clauses 8.9 and 8.10 hereof.

- 8.12 If a converged (internet / IP telephony) service is being provided, Ingenious will not accept more than one change to capacity allocated between IP telephony and Public Internet access during the term of this Agreement.
- 8.13 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.
- 8.14 The Client permits Ingenious or its suppliers to use and store origin, destination, duration, route and time of data transmitted over the Network Services, exclusively for the purposes of:
 - 8.14.1 Collating statistics for network planning purposes; and
 - 8.14.2 Providing such data to government security agencies in response to specific requests.

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 at the end of the Minimum Term or at any time thereafter;
 - 9.1.2 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;
 - 9.1.3 By the Client by giving thirty days' notice in writing if Ingenious makes changes to the Services which are materially disadvantageous to the Client PROVIDED THAT such notice is given within fourteen days of the effective date of the change(s);
 - 9.1.4 The Client by reason of Ingenious's un-remedied or repeated breach of the terms of this Agreement;
 - 9.1.5 By Ingenious providing fourteen days notice to terminate at any time if its supplier gives notice to terminate the supply of Services to Ingenious;
 - 9.1.6 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 10.4.5 hereof;
 - 9.1.7 Immediately by Ingenious if it is so instructed by government or a regulatory body.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation shall be raised by Ingenious immediately following the Commencement Date or RFS Date as applicable and invoices for Recurring Charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order.
- 10.2 Ingenious shall commence charging for the Network Services from the RFS Date, regardless of the date on which the Client commences use of the Network Services. If 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 Ingenious shall be entitled to charge the Client at its prevailing rate in the event of being unable to access the Client's Site at the time of any pre-arranged Site visit (including the unavailability of a suitable escort for Ingenious's engineer), or if the Client cancels a pre-arranged Site visit with less than two Working Days' notice.
- 10.6 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.
- 10.7 If the Customer Premises Equipment is repaired or replaced, Ingenious shall be entitled to charge at its prevailing rate for the reconfiguration of such repaired or replaced CPE.
- 10.8 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.
- 10.9 The Client agrees that the Client shall be liable for termination Charges, which shall be paid by way of liquidated damages in the event that:
- 10.9.1 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 or repeated breach of the terms of this Agreement, the Client shall be liable for:
- a) Payment of all outstanding installation and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;
 - b) Payment of all Services Charges and Equipment rental Charges due up to the end of the Minimum Term;
- 10.9.2 The Client terminates this Agreement for convenience during the Run-Up Period, the Client shall be liable for payment of all outstanding installation, termination and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;
- 10.9.3 Any other agreement for the provision of underlying services on which the Network Services are dependent, terminates, the Client shall be liable for:
- a) Payment of all outstanding installation and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;
 - b) Payment of all Services Charges and Equipment rental Charges due up to the end of the current term.
- 10.10 The Client shall not be liable for termination Charges if this Agreement is terminated by:
- 10.10.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with sub-clause 9.1.1;
- 10.10.2 The Client if a right of termination arises under the provisions of sub-clauses 9.1.2 to 9.1.7.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 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 Network Services, in whole or part, without notice due to:
- 11.1.1 Emergency maintenance or other emergency operational reason;
- 11.1.2 Ingenious is required by governmental, emergency service, regulatory body or other competent authority to suspend the Network Services;
- 11.2 Ingenious shall also be entitled to suspend the Network 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.
- 11.3 If a committed Bandwidth is set out on the Order, Ingenious shall commit to providing such Bandwidths in the Core Network, subject to the following limitations:
- 11.3.1 Save as where the Tail Circuit Services are implemented by Fibre Ethernet technology, the overall transfer speed may be restricted to a lower speed by the Bandwidth capacity of the Tail Circuit Services;
- 11.3.2 Ingenious makes no commitment to the number of voice over IP sessions that can be concurrently supported.
- 11.4 Ingenious shall not be obliged to provide Network Services if it is not technically feasible to do so, including:
- 11.4.1 The distance between the Client's Site and Ingenious's Point of Presence is too large;
- 11.4.2 Having conducted its survey, Ingenious considers that the Client's Site is not suitable for the provision of the Network Services;

- 11.4.3 The Client does not wish to pay Excess Construction Charges that have been identified by Ingenious during its survey.
- 11.5 If during its survey, or after installation, Ingenious identifies that due to reasonable technical limitations, additional limitations and / or terms and conditions will apply to the provision of the Network Services, Ingenious shall immediately notify the Client of such; and
- 11.5.1 Such additional limitations and or terms and conditions shall take precedence over this Agreement; or
- 11.5.2 The Client shall be entitled to terminate this Agreement at no charge PROVIDED THAT the Client provides written notice to terminate within fourteen days of Ingenious's notification.
- 11.6 Certain Tail Circuit Services are not transferrable between Sites.
- 11.7 If backup Tail Circuit Services ('Backup Tail Circuit Services') are to be provided:
- 11.7.1 In the event of an Incident on the primary Tail Circuit, the Backup Tail Circuit Services will automatically become effective. The Client agrees to only use the Backup Tail Circuit Services for the purpose of accessing the Core Network Services set out in the Order for the primary Services if the primary Tail Circuit Services are unavailable;
- 11.7.2 Ingenious shall use reasonable endeavours to install the Backup Tail Circuit Services prior to and as close as reasonably possible to the RFS Date of the primary Network Services;
- 11.7.3 The Client acknowledges that it is not possible to completely align the RFS Date for the Backup Tail Circuit Services with the RFS Date for the primary Network Services and agrees that to provide the appropriate level of resilience, if necessary Ingenious shall extend the supply of the Backup Tail Circuit Services to align its expiry with the expiry of the final term of the Agreement to supply the primary Network Services and the Client agrees to pay any additional Charges there so incurred;
- 11.7.4 The Client acknowledges that the data transfer rate provided by the Backup Tail Circuit Services are likely to be significantly lower than that provided by the primary Tail Circuit Services and that the service levels are not the same as those for the primary circuits.
- 11.7.5 If the Backup Tail Circuit Services are based on Broadband technology, as set out in the Order:
- a) An uncommitted analogue telephone line or SOGEA line ('Line') is required to provide the Backup Tail Circuit Services: If a Line is not available at the date of the Order for Network Services, the Client must place a separate order for such with Ingenious and such must be provisioned in advance of provisioning of the Backup Tail Circuit Services;
- b) The Line shall terminate no more than two metres from the primary circuit NTE and CPE Router location;
- c) If after installation, Broadband proves inadequate, Ingenious shall, at the request of the Client cease the Broadband-based Backup Tail Circuit Services and replace them with alternative Backup Tail Circuit Services where availability permits. Ingenious shall be entitled to charge the Client for installation and provision of such alternative Backup Tail Circuit Services;
- d) Equipment and cabling required by the Backup Tail Circuit Services shall be installed at the Client's Site by Ingenious at the same time as that required for the primary Network Services. If the Client requests installation on different days, Ingenious shall make two installation Charges.
- 11.7.6 If the Tail Circuit Services are to be provided using FTTC Ethernet, an uncommitted analogue telephone line is required to provide the Backup Tail Circuit Services: If a line is not available at the date of the Order for Network Services, the Client must place a separate order for such with Ingenious and such must be provisioned in advance of provisioning of the Tail Circuit Services;
- 11.7.7 If Tail Circuit Services are to be provided using Fibre Ethernet technology and Fibre Ethernet is also to be employed for the Backup Tail Circuit Services and after Ingenious's survey it is identified that the proposed routing of the primary and backup circuits would be common, Ingenious shall as soon as it becomes aware of such, notify the Client of the limitation and the Client shall be entitled to cancel the Order for Backup Tail Circuit Services forthwith without incurring installation or cancellation Charges;
- 11.7.8 The Client accepts that primary Fibre Ethernet Tail Circuit Services backed up with Backup Tail Circuit Services which employ Ethernet in the First Mile technology shall terminate at the same Exchange.
- 11.7.9 The minimum term for Backup Tail Circuit Services is twelve months. If Backup Tail Circuit Services are added to existing Services and the Agreement for the provision of the existing Services is terminated, the Client shall be liable for all Charges associated with the Backup Tail Circuit Services for their minimum term;
- 11.7.10 Internal shifts are not included in the provisions of the Services.

- 11.8 Maintenance of Equipment provided by Ingenious under the terms of this Agreement, regardless of whether such Equipment is sold, rented or loaned, excludes fixing faults that arise due to:
- 11.8.1 Misuse or neglect of the Equipment;
 - 11.8.2 Accidental or wilful damage to the Equipment;
 - 11.8.3 Incidents or other problems that arise in the Client's Local Area Network.

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 Additional 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.

13. INSTALLATION

- 13.1 Prior to installation of any Equipment that is to be installed (including CPE Router, firewall and hub as set out on the Order) the Client shall ensure that:
- 13.1.1 Sufficient electrical mains sockets and LAN connection are available within two metres of the site of the NTE;
 - 13.1.2 Ingenious has been notified of all Client-requirements relating to the configuration of the CPE Router;
 - 13.1.3 Free local IP addresses are available for the CPE Router and any other Equipment that is to be installed;
 - 13.1.4 A network diagram of the Client's Local Area Network has been provided to Ingenious;
 - 13.1.5 All necessary LAN access-control changes have been made;
 - 13.1.6 Ingenious has been notified of the LAN connection type (RJ45/UTP or BNC);
 - 13.1.7 A named local contact, with suitable access rights and the authority to provide signed acceptance of the installation has been identified and whose availability on the date of installation has been confirmed;
 - 13.1.8 All redundant hardware has been removed from the site of the installation.
- 13.2 Installations shall be carried out Monday to Friday between 09:00 and 17:00, excluding bank and public holidays.
- 13.3 If the Client fails to sign Ingenious's installation acceptance and either:
- 13.3.1 The Client fails to notify Ingenious of any Incident within a period of thirty days from the date of installation; or
 - 13.3.2 The Client uses the Network Services;
- the Client shall be deemed to have accepted the installation.

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. Core Network Services

1.1 The Core Network Services provide a number of optional services, as set out on the Order:

- Access to the Public Internet, via Ingenious's internet exchange Point of Presence
- Point to Point connectivity, which in conjunction with Tail Circuits provides connectivity between pairs of Client Sites. Two Tail Circuits are required to deliver this service
- Ingenious's MPLS-based private wide area network service is a fully managed wide area network solution that is ideal for multi-site businesses who wish to improve service while reducing costs. The service delivers performance, reliability and secure connectivity to enable efficient connection and communication between geographically diverse Sites as part of a single network. Prioritisation of critical business applications can be achieved by in-built quality of service mechanisms that ensure prioritised and guaranteed performance of voice, video and key business applications. The service includes a firewall which eliminates the need for a firewall at each Site and ensures End Users have the same high level of protection, across all network access points. The service requires a Tail Circuit at each Site
- The Core Network Services are fully managed and are proactively monitored 24x7

2. Tail Circuit Services

2.1 Primary Tail Circuits are implemented using a number of different technologies, and the technology type, bandwidth and resilience options provided under the terms of this Agreement are set out in the Order:

- Fibre Ethernet is the most scalable and reliable Site connectivity type, offering the highest bandwidths available – up to 10Gbps. Fibre provisioning from Ethernet nodes (exchanges) to the Client premises removes the degradation in performance experienced with copper tails. Fibre Ethernet circuits are high-speed, uncontended, and symmetrical and deliver guaranteed throughput. With dedicated bandwidth, this service is suitable for real-time applications including VoIP and video conferencing.
- Ethernet in the First Mile is delivered over multiple copper pairs providing un-contended symmetrical circuits with guaranteed bandwidth. Ingenious offers bandwidth from 1Mb/s to 35Mb/s over multiple copper pairs. With dedicated bandwidth, this service is suitable for real-time applications such as VoIP and video conferencing and will support typically up to 80 users per Site.
- Ethernet over FTTC is a lower cost Ethernet access solution that uses a combination of an existing copper pair to connect the Client's premises to a street cabinet and FTTC tail technology to connect the street cabinet to the local exchange. Ethernet over FTTC access offers significantly reduced lead times and lower rental costs compared with Fibre Ethernet and Ethernet Copper tail circuits. Bandwidth supplied is symmetrical and un-contended up to 20Mb/s depending on the capabilities of the copper line. Ethernet over FTTC will typically support up to 20 users per Site.
- Wireless Ethernet access connections are serviced by high-rise Point of Presence sites that ensure maximum coverage in urban areas. Connectivity is always reliant upon line of sight from the Client's premises to one of Ingenious' Points of Presence. Wireless Ethernet connections offer all the benefits of fibre, including un-contended, symmetrical, low latency, high availability connections, with the additional benefits of enhanced security, short installation times, ease of relocation and significant savings over the cost of Fibre Ethernet

2.2 Backup Tail Circuits will be provided using any of the primary Tail Circuit technologies listed in paragraph 2.1 or any of the following, as set out on 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 330 Mbps download and up to 20Mbps upload

- Single Order Generic Ethernet Access ('SOGEA') is technically identical to FTTC, but 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 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 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

2.3 Except where the Tail Circuit is provided as a Wires Only Service, Tail Circuits are fully managed and are proactively monitored 24 x 7 x 365.

3. Hardware Maintenance

Except where the Tail Circuit is provided as a Wires Only Service, Ingenious will replace or repair faulty Ingenious-supplied Customer Premises Equipment and Network Terminating Equipment that is covered by its manufacturer's warranty.

4. Service Levels

4.1 For Network Services that are provided as Managed Services, Ingenious has the following end to end Network availability and Network performance targets. Availability and performance are measured as a monthly average:

Network Services Availability Targets	
Availability without Backup Tail Circuit	99.90%
Availability with Ethernet (Fibre, EFM or FTTC Ethernet) backup Tail Circuit	99.99%
Availability with FTTC / SOGEA Backup	99.93%

4.2 Network performance is measured as a monthly average and excludes any delay caused by:

- The Client or any third party
- Outage of FTTC Ethernet or Broadband based Tail Circuits
- Transit or peering connections
- Circuits to the traffic exchange points
- Planned or Emergency Maintenance
- Failure of, or of power to, equipment not supplied by Ingenious
- Failure of the Client to give Site access to Ingenious during the resolution of an Incident
- The performance of the Public Internet

4.3 Ingenious shall aim to make an initial response to the Client's request for assistance within the following timeframes:

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
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4.4 For Managed Services, Ingenious shall aim to fix a reported Incident within the Tail Circuit type based times below:

Tail Circuit Type / Incident Priority	Target Repair Time
Fibre Ethernet Critical Priority Incident	7 hours
FTTC Ethernet Critical Priority Incident	10 hours
Fibre Ethernet, FTTC Ethernet / High Priority Incident	1 Working Day
Fibre Ethernet, FTTC Ethernet / Low Priority Incident	3 Working Days
FTTC / SOGEA all priorities	48 hours
ADSL2 all priorities	Reasonable endeavours

- Target Restoration and Resolution times do not cover Incidents that are associated with physical cable breaks or vandalism within the local loop network. Estimated restoration of service will be communicated to the Client via Ingenious's Service Desk. Approximate restoration of service will be 5-10 working days.

4.5 Ingenious shall make reasonable endeavours to ensure that the Network Services are fully available twenty four hours per day, three hundred and sixty five days per year. However it is not possible to guarantee 100% availability of the Network Services and Ingenious does not make such warranty.

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

5. Service Desk

5.1 Ingenious's Service Desk 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 Network Services
- Management of the prompt resolution of Incidents arising within the Network Services which are identified by Ingenious's monitoring system
- Management of the prompt resolution of Incidents arising within the Network Services which are raised by the Client
- Management of hardware and firmware upgrades to Ingenious-supplied CPE Routers as required as a result of routine maintenance or product / service improvement activities by Ingenious
- Management and resolution of Ingenious-supplied CPE Router hardware failures
- Escalation management if required in the event of protracted issue resolution
- Remote access support if possible and appropriate
- On-Site assistance when it is agreed between the parties that such is the best approach to resolving an Incident

5.2 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

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

5.4 If set out on the Order, the Service Desk will be available for the extended hours as set out therein.

6. Change Request Processing

Change Requests shall be limited to the configuration of the existing Services, do not result in changes to the Charges made for the Services and do not include changes to Bandwidth or requests for new Services (which are to be requested by placing a new Order).

6.1 Ingenious shall process a Change Request made by the Client as follows:

- Within three Working Hours of receiving the Change Request Ingenious will acknowledge receipt
- Within three Working Hours of acknowledging receipt, Ingenious shall verify the Change Request and notify the Client of its response; and
- Provided that Ingenious agrees with the Change Request, Ingenious shall implement the change within five Working Hours of notifying the Client of its response; or
- If Ingenious does not agree with the Change Request, Ingenious will explain the reasons, including any associated risks, to the Client ('Queried Change Request')

6.2 The Client may formally (ie, in writing) request that Ingenious implement a Queried Change Request. In response to such a request, Ingenious may at its sole discretion, do either:

- Implement the Queried Change Request on the understanding that the Client understands and accepts the risks involved. Under these circumstances Ingenious shall have no liability to the Client if the change causes degradation to the Service, including malfunctioning or security risk
- Offer to provide consultancy services to the Client, with the objective of finding an alternative solution. Consultancy is chargeable at Ingenious's prevailing rates

6.3 Ingenious will normally implement agreed Change Requests during the Working Day. If requested, Ingenious may implement Change Requests outside of the Working Day, and will be entitled to charge the Client at its prevailing rates.

7. Complaint Handling

7.1 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

7.2 Ingenious will respond to complaints within three Working Days.