

CONNECTIVITY SERVICES SUPPLEMENTAL TERMS

(SERVICE CODE (SC) “A”)

1. Introduction

- 1.1 These are the Supplemental Terms on which the Supplier supplies the Connectivity Services to the Client (“Connectivity Services Supplemental Terms”).
- 1.2 These Connectivity Services Supplemental Terms are governed by and apply in addition to the Master Services Agreement set out [here](#) between the Client and the Supplier as may be varied by the Parties (the “MSA”).
- 1.3 For the purposes of these Connectivity Services Supplemental Terms:

Small Business Clients: means a Client who is neither itself a communications provider, nor a person who is such a customer in respect of an undertaking carried on by it for which more than ten (10) individuals work (whether as employees or volunteers or otherwise).
- 1.4 Except as defined in these Connectivity Services Supplemental Terms, capitalised terms shall have the meanings given to them in the MSA.
- 1.5 In the event of conflict with the terms of these Connectivity Services Supplemental Terms and the MSA, the provisions in these Connectivity Services Supplemental Terms shall take precedence and in the event of a conflict with the terms of these Connectivity Services Supplemental Terms and a Statement of Work, the provisions of the Statement of Work shall take precedence over these Connectivity Services Supplemental Terms.

2. Small Business Client

- 2.1 **Cancellation.** Where the Client is a Small Business Client and it exercises its right of cancellation under Clause 18.2 of the MSA:
 - (a) in the event that such right lapses so that the MSA continues for the Minimum Term under Clause 18.5 of the MSA, Subsequent Terms shall only apply where the Client has given express consent in writing in accordance with Ofcom General Condition 9.3; and
 - (b) its liability to pay the Activation Charges and Recurring Charges for the entire Minimum Term as set out in Clause 18.2(a) of the MSA shall be subject to a limit of twenty four (24) months’ in accordance with Ofcom General Condition 9.4.
- 2.2 **Termination.** Where the Client is a Small Business Client, its liability to pay for all Recurring Charges for the remainder of the Minimum Term or Subsequent Term under Clause 18.10 of the MSA, shall be subject to a limit of twenty four (24) months in accordance with Ofcom General Condition 9.4.

3. Supplemental Terms

- 3.1 Before Activating a Service, the Supplier may:

- (a) conduct due diligence to ascertain whether the Service is available in each Client Site;
 - (b) carry out a line test and/or site survey of the Client's Site.
- 3.2 If the Supplier determines that the Service cannot be Activated, the Supplier shall notify the Client and may propose an alternative Service (e.g. a lower bandwidth line). If the Client chooses to accept the alternative Service, it shall confirm this by email to the Supplier within five (5) Business Days from the date of notification and the Order shall be deemed amended accordingly.
- 3.3 If the Client chooses not to accept an alternative Service within the time period set out in paragraph 3.2, or an alternative Service is not offered, the Client will be deemed to have cancelled the Contract and the provisions of Clause 18 of the MSA shall apply.
- 3.4 The Client acknowledges that it may not always be possible to establish whether the Service can be activated until after the Service is installed at the Client's Sites.
- 3.5 Information concerning installation lead-times, the technical specifications applicable to any Service including for matters such as: security; bandwidths; Sync Rates; requisite infrastructure (copper or fibre); access to emergency services via 999 and other dedicated lines; and other functions and facilities can be obtained from the Supplier on request to info@infinitygroup.co.uk
- 3.6 Client may migrate a service to another provider at any time. Fees will be due and payable for the balance of any Minimum Term and/or for any notice period according to the applicable terms and conditions.
- 4. **SUPPORT AND FAULT FINDING**
 - 4.1 Client shall report all faults to the Supplier's support team using the procedure detailed in the Statement of Work. The Supplier will respond and resolve each fault in accordance with these provisions.
 - 4.2 The Supplier shall allocate each reported fault a fault reference number, which must be used in all further dealings concerning that fault.
 - 4.3 The Supplier support engineers will diagnose the fault remotely. Client shall carry out all checks requested by the Supplier to help diagnose and resolve a fault, including but not limited to first line checks, such as checking router status - power, carrier (Sync or CD light etc), testing with new cabling and filters as necessary, rebooting site equipment and removing faceplate on BT NTE5 master sockets. Additional checks, such as plugging a PC or laptop directly into the NTE may be necessary. Client shall provide all assistance and carry out all checks requested by the Supplier promptly and in accordance with the Supplier's reasonable instructions.
- 5. **FRAUD CHARGES**

5.1 All Fees due to the Supplier for traffic routed via any telephone number, line or IP address to be accessed by this Service shall be paid in full by the Client by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of the Supplier or the Supplier's employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by the Supplier. The Client's attention is also drawn to the provisions relating to authorised use and the Client's obligations set out in clauses 13 and 5.4(p) of the MSA.

6. **SERVICE LEVELS**

6.1 The Supplier provides a telephone help-desk to provide first-line technical support to the Client during Normal Business Hours and augmented support in respect of Services to which augmented support applies beyond Normal Business Hours.

6.2 For the purposes of this paragraph 6.2 "Service Failure" shall mean a circumstance in which the Client has raised a support call and the modem, when correctly connected and configured, does not respond to Pings or SNMP polling from the Supplier or a BT line test indicates a fault, which fault is not due to any of the circumstances set out in Clause 15 of the MSA. Should the Service experience a Service Failure the Supplier will use reasonable efforts to repair the Service Failure as soon as reasonably practicable.

6.3 In the event that a purported Service Failure is attributable to the Client or to its equipment, the Supplier shall be entitled to invoice Client for any costs and expenses reasonably incurred in investigating the matter.

6.4 It is technically impracticable to provide a 100% fault free Service and the Supplier does not warrant or undertake to do so.