

Supplementary Terms for the Supply of Leased Line Services

The Services set out in these Supplementary Terms shall be supplied by Apex Computing to the Customer on the terms and conditions set out in Apex Computing'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 'Core Network' means Apex Computing's telecommunication network extending between its various Points of Presence.
- 1.3 'Core Network Services' means the services as set out in the Order, provided to the Customer by Apex Computing including the availability and monitoring of the Core Network.
- 1.4 'CPE Router' means a router which is connected to the Network Terminating Equipment and the Customer's network.
- 1.5 'Customer Premises Equipment' means Equipment provided by Apex Computing under the terms of this Agreement which facilitate connection to the Broadband Services, including router(s) and modems as set out in the Order.
- 1.6 'Downtime' means any period during which the Network Services or one or more Service Components is not available.
- 1.7 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Apex Computing is unable to provide prior notice of.
- 1.8 'End User' means a user of the Services subscribed to by the Customer.
- 1.9 'Exchange' means a Point of Presence.
- 1.10 'Fibre Ethernet' means a symmetrical, uncontended Tail Circuit that is based on fibre connectivity between the Customer's premises and the Exchange.
- 1.11 'Local Area Network ('LAN') means the Customer's local area network which is beyond the service demarcation point, which may be a CPE Router or other Network Terminating Equipment.
- 1.12 'Managed Service' means the provision of Network Services including the Customer-premises based Network Terminating Equipment and the provision and remote management of CPE Router equipment.
- 1.13 'Network' means Apex Computing's Core Network and any Tail Circuits attached thereto.
- 1.14 'Network Services' means Core Network Services and Tail Circuit Services.
- 1.15 'Network Terminating Equipment' ('NTE') means the equipment that terminates the Network at the Customer's premises, including a single socket for the connection of a CPE Router.
- 1.16 'Planned Maintenance' means any period of maintenance for which Apex Computing has provided prior notice.
- 1.17 '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.
- 1.18 'Services' means Network Services and management services including Service Desk and where applicable, maintenance services.
- 1.19 'Service Desk' means Apex Computing's dedicated team of support specialists.

- 1.20 'Site' means the Customer- owned or occupied location(s) as set out in the Order, at which Apex Computing's Tail Circuit Services terminate.
- 1.21 'Tail Circuit' means the telecommunications circuit which links the Customer's Site to the Core Network.
- 1.22 'Tail Circuit Services' means the services provided by Apex Computing for the connection of the Customer's local area network to the Core Network as set out in the Order.
- 1.23 'Wireless Ethernet' means a symmetrical, uncontended Tail Circuit that is based on microwave connectivity between the Customer's premises and the Exchange.
- 1.24 'Wires Only Service' means the provision of Network Services as far as the Customer-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. Apex Computing shall use reasonable endeavours to provide the Services twenty four hours per day, subject to the limitations set out in this Agreement.
- 3.2 Apex Computing shall use reasonable endeavours to provide each of the Services set out in the Order to the Customer subject to acceptance of the Customer's Order, from the RFS Date. During the Run-Up Period, Apex Computing shall carry out the necessary pre service-provision activities, including Site survey(s), installation work and agreement of the RFS Date with the Customer.
- 3.3 The Customer acknowledges that the RFS Date shall not be dependent on any planned migration onto the relevant Services or when the Customer commences using the Services.
- 3.4 Apex Computing shall not be obliged to provide the Network Services prior to the completion of all construction and installation work at the Customer's premises, which may or may not be under the control of Apex Computing.
- 3.5 For the avoidance of doubt, Apex Computing shall not provide email or web-space facilities under the terms of this Agreement.
- 3.6 During the term of this Agreement, Apex Computing 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 Apex Computing will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.7 Apex Computing shall provide IP data packets to the boundary of the Customer's network that is:
 - 3.7.1 In the case of the supply of a Managed Service, the Customer's network-facing connection to the Apex Computing-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 Customer, the Customer's connection to Apex Computing's terminating equipment in the data centre.
- 3.8 Apex Computing shall provide transit and routing of email and internet traffic and shall, if specified in the Order, provide direct internet access.

- 3.9 Apex Computing 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 Apex Computing 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 Apex Computing will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an “as is” basis and Apex Computing 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 Customer 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 Apex Computing from time to time.
- 4.2 The Customer 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 Apex Computing’s reasonable opinion brings Apex Computing’s name into disrepute;
 - 4.2.7 Knowingly make available or upload files that contain Malware or otherwise corrupt data;
 - 4.2.8 Falsify true ownership of software or data contained in a file that the Customer 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 Apex Computing’s Network or any other third-party system;
 - 4.2.13 Send email to anyone who does not wish to receive it;
Immediately notify Apex Computing of such contravention.
- 4.3 The Customer 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 Customer becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Customer agrees to:

- 4.4.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;
- 4.4.2 Immediately notify Apex Computing of such contravention.
- 4.5 The Customer 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 Customer agrees not to 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 the General Terms and Conditions, the Customer shall indemnify Apex Computing against any third-party claims arising the Customer's breach of the terms of this clause 4.

5. CUSTOMER'S OBLIGATIONS

During the term of this Agreement, the Customer shall:

- 5.1 Pay all additional Charges levied by Apex Computing, 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 Customer'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 Apex Computing if, or there is reasonable suspicion that such information has become known to any unauthorised person.
 - 5.2.5 Acknowledge that Apex Computing shall be entitled to temporarily suspend the Network Services and / or change the Customer's passwords if in Apex Computing'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 Apex Computing 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 Apex Computing 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 Customer;
 - 5.4.4 Connected to the Customer-network-facing port(s) of the CPE Router, or in the case of a Wires Only Service, the Customer-network-facing port of the Network Terminating Equipment;
 - 5.4.5 Conformant with any instruction issued by Apex Computing in relation thereto; and
 - 5.4.6 Not installed, configured, maintained or supported by Apex Computing 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 Apex Computing is causing disruption to the Network Services, Apex Computing shall be entitled to suspend the provision of the Network Services until such Equipment is disconnected from the Network Services.
- 5.6 Accept that Apex Computing shall not be liable for failure to meet any service levels or any failure of the Network Services resulting from the Customer's failure to comply with the provisions of clause 5.4.
- 5.7 Accept that it is the Customer's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Network Services via the Customer's equipment or Software.
- 5.8 Agree that Apex Computing may at any time scan any IP addresses allocated under the terms of this Agreement, for anything which may compromise the security of Apex Computing'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 Apex Computing'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 Customer's internal network shall not be regarded as interruption in or suspension of the Network Services provided by Apex Computing.
- 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 Apex Computing provides a Wires Only Service, as set out in the Order, the Customer shall be responsible for providing initial diagnosis in the event of a Customer-reported malfunction in the Network Services.
- 5.13 Prior to reporting an Incident, the Customer shall use reasonable endeavours to determine that the Incident does not lie in its LAN or other Customer-supplied equipment that is attached to the Network Services.
- 5.14 If the Customer reports a non-critical Incident, as described in paragraph 2 of the Service Schedule, the Customer agrees to:
 - 5.14.1 Accept up to two hours Downtime to allow Apex Computing to carry out intrusive testing;
 - 5.14.2 Allow not less than five hours uninterrupted on-Site access, if requested by Apex Computing.
- 5.15 Acknowledges that on occasions including arrangement of Site surveys, installations and during Incident diagnosis, Apex Computing's supplier may contact the Customer directly.
- 5.16 Agree to not alter, re-configure or otherwise make any changes to any CPE Router that has been provided by Apex Computing pursuant to providing the Network Services as a Managed Service.
- 5.17 Provide Apex Computing with reasonable assistance if third-party consents are required prior to the provision of the Network Services.

6. APEX COMPUTING'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, Apex Computing 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 Customer's Site;

Install the Equipment at the Customer's Site. Apex Computing shall use reasonable endeavours to route cables and locate Equipment as requested by the Customer, however if in Apex Computing's reasonable opinion it is not practical to accommodate the Customer's request, Apex Computing's alternative shall be binding.

- 6.4 Respond to Incidents reported by the Customer 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.
- 6.5 Make reasonable endeavours to provide the Network Services by the agreed RFS Date.
- 6.6 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Apex Computing may place on the Network Services.
- 6.7 If Apex Computing provides Managed Services, as set out in the Order Apex Computing shall:
 - 6.7.1 Deliver the fully configured and tested CPE Router for the termination of the Network Services at the Customer's Site;
 - 6.7.2 Install the Equipment at the Customer's Site;

- 6.7.3 Provide a hardware maintenance service that covers the replacement or repair of any CPE Router supplied by Apex Computing under the terms of this Agreement, in the event of the malfunctioning of such;
- 6.7.4 Monitor the performance of the Network Services.

In response to individual requests from the Customer, Apex Computing shall provide statistical reports showing bandwidth usage on requested Service Components where possible.

- 6.8 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 Apex Computing shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Network Services. Apex Computing shall:
 - 8.1.1 Provide reasonable notice of Planned Maintenance;
 - 8.1.2 If it is necessary for Apex Computing to perform Emergency Maintenance, Apex Computing shall use reasonable endeavours to provide prior notice and if it is not possible to provide prior notice, shall notify the Customer as soon as reasonably practicable after the commencement of such maintenance;
 - 8.1.3 Apex Computing shall use reasonable endeavours to ensure that any disruption caused to the Customer 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 Customer acknowledges that Apex Computing 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 Customer accesses such information, services and content entirely at the Customer's own risk.
- 8.3 Use of the Services and Equipment by the Customer constitutes acceptance of the terms and conditions of this Agreement.
- 8.4 The Customer acknowledges that provision of the Network Services is subject to the satisfactory completion of Site surveys by Apex Computing; and
 - 8.4.1 If certain technical limitations become apparent after the RFS Date and despite its reasonable attempts Apex Computing is unable to resolve the limitations, Apex Computing shall, with the agreement of the Customer, cancel the Order at no charge to the Customer and refund all Charges;
 - 8.4.2 In the circumstances referred to in sub-clauses 8.4.1 Apex Computing shall have no liability to the Customer 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.
 - 8.4.3 Apex Computing 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 equal to or higher than the targets set out in the Service Schedule will not be regarded by Apex Computing as a Incident in the Network Services.
- 8.5 The Customer acknowledges that Apex Computing or its sub-contractor will require access to the Customer's Sites to carry out the Site survey and install Equipment.
- 8.6 Site surveys will be carried out by Apex Computing during the Working Day. If the Customer requests that any Site survey is carried out outside of the Working Day, Apex Computing shall use reasonable

endeavours to accommodate such request and shall make an additional charge to the Customer at its prevailing rate.

- 8.7 If the Customer is unable to agree to Site visit dates (including survey and installation dates) suggested by Apex Computing, the Customer shall within fourteen days of Apex Computing's notification of the suggested date, agree to an alternative date. If the Customer does not suggest an alternative date within the fourteen day period, Apex Computing'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. Apex Computing shall be entitled to make reasonable additional Charges for Site visits in excluded areas.
- 8.9 If Apex Computing ceases to trade and upon written notice given by Apex Computing's supplier, Apex Computing's rights and obligations, including all accrued rights and obligations shall be assigned and transferred to Apex Computing's supplier or to its nominee.
- 8.10 The Customer permits Apex Computing 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:
 - 8.10.1 Collating statistics for network planning purposes; and
 - 8.10.2 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 ninety days' notice in writing to terminate at the end of the Minimum Term or at any time thereafter;
 - 9.1.2 The Customer or Apex Computing during the Run-Up Period by reason of Apex Computing becoming aware that will be unable to provide the Services or part thereof;
 - 9.1.3 By the Customer by giving thirty days' notice in writing if Apex Computing makes changes to the Services which are materially disadvantageous to the Customer PROVIDED THAT such notice is given within fourteen days of the effective date of the change(s);
 - 9.1.4 The Customer by reason of Apex Computing's un-remedied or repeated breach of the terms of this Agreement;
 - 9.1.5 By Apex Computing providing fourteen days notice to terminate at any time if its supplier gives notice to terminate the supply of Services to Apex Computing;
 - 9.1.6 The Customer if it does not accept Excess Construction Charges, PROVIDED THAT the Customer complies with the provisions of sub-clauses 10.4.2 and 10.4.5 hereof;
 - 9.1.7 Immediately by Apex Computing 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 Apex Computing 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 Apex Computing shall commence charging for the Network Services from the RFS Date, regardless of the date on which the Customer commences use of the Network Services. If the RFS Date does not correspond with Apex Computing's invoicing period as set out in the Order, Apex Computing shall charge the Customer at a pro-rata rate for the first invoicing period.
- 10.3 The Customer acknowledges that the prices quoted in Apex Computing'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 Apex Computing's survey, to be carried out during the Run-Up Period, Apex Computing identifies additional installation costs ('Excess Construction Charges'):
- 10.4.1 Apex Computing shall notify the Customer of such Excess Construction Charges as soon as reasonably practicable;
 - 10.4.2 The Customer shall within seven Working Days notify Apex Computing of acceptance or non-acceptance of such Excess Construction Charges;
 - 10.4.3 All work to provision the Services shall be suspended by Apex Computing until such notice is received;
 - 10.4.4 If the Customer does not accept such Excess Construction Charges, the Customer shall be entitled to terminate this Agreement forthwith without incurring cancellation Charges;
 - 10.4.5 If the Customer does not notify Apex Computing of acceptance of such Excess Construction Charges within seven Working Days, Apex Computing shall be entitled to terminate this Agreement and charge the Customer for costs reasonably incurred.
- 10.5 Apex Computing shall be entitled to charge the Customer at its prevailing rate in the event of being unable to access the Customer's Site at the time of any pre-arranged Site visit (including the unavailability of a suitable escort for Apex Computing's engineer), or if the Customer cancels a pre-arranged Site visit with less than two Working Days' notice.
- 10.6 If Apex Computing requires more time than it reasonably expects to complete an installation at the Customer's Site and such additional time is not due to Apex Computing's negligence, Apex Computing shall be entitled to charge the Customer for the additional time.
- 10.7 If the Customer Premises Equipment is repaired or replaced, Apex Computing shall be entitled to charge at its prevailing rate for the reconfiguration of such repaired or replaced CPE.
- 10.8 The Customer acknowledges that the Charges for the Minimum Term are calculated by Apex Computing in consideration inter alia of the setup costs to be incurred by Apex Computing and the length of the Minimum Term offered.
- 10.9 The Customer agrees that the Customer shall be liable for Early Termination Charges in the event that:
- 10.9.1 The Customer terminates this Agreement for convenience prior to the end of the Minimum Term or Apex Computing terminates this Agreement prior to the end of the Minimum Term by reason of the Customer's un-remedied or repeated breach of the terms of this Agreement, the Customer 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 Recurring Charges and Equipment rental Charges due up to the end of the Minimum Term;
 - 10.9.2 The Customer terminates this Agreement for convenience during the Run-Up Period, the Customer shall be liable for payment of all outstanding installation Charges, Recurring Charges payable to the end of the Minimum Term and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;
- 10.10 The Customer shall not be liable for Early Termination Charges if this Agreement is terminated by:
- 10.10.1 The Customer at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Customer properly serves written notice to terminate, in accordance with sub-clause 9.1.1;
 - 10.10.2 The Customer 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, Apex Computing 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 Apex Computing is required by governmental, emergency service, regulatory body or other competent authority to suspend the Network Services;
- 11.2 Apex Computing shall also be entitled to suspend the Network Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. Apex Computing 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, Apex Computing 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 Apex Computing makes no commitment to the number of voice over IP sessions that can be concurrently supported.
- 11.4 Apex Computing 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 Customer's Site and Apex Computing's Point of Presence is too large;
 - 11.4.2 Having conducted its survey, Apex Computing considers that the Customer's Site is not suitable for the provision of the Network Services;
 - 11.4.3 The Customer does not wish to pay Excess Construction Charges that have been identified by Apex Computing during its survey.
- 11.5 If during its survey, or after installation, Apex Computing identifies that due to reasonable technical limitations, additional limitations and / or terms and conditions will apply to the provision of the Network Services, Apex Computing shall immediately notify the Customer 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 Customer shall be entitled to terminate this Agreement at no charge PROVIDED THAT the Customer provides written notice to terminate within fourteen days of Apex Computing's notification.
- 11.6 Maintenance of Equipment provided by Apex Computing under the terms of this Agreement, regardless of whether such Equipment is sold, rented or loaned, excludes fixing faults that arise due to:
 - 11.6.1 Misuse or neglect of the Equipment;
 - 11.6.2 Accidental or wilful damage to the Equipment;
 - 11.6.3 Incidents or other problems that arise in the Customer'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 Customer hereby irrevocably gives permission to Apex Computing 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 Apex Computing 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 Customer 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 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 Apex Computing 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 Apex Computing 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 Customer 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 Apex Computing has been notified of all Customer-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 Customer's Local Area Network has been provided to Apex Computing;
 - 13.1.5 All necessary LAN access-control changes have been made;
 - 13.1.6 Apex Computing 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 Customer fails to sign Apex Computing's installation acceptance and either:
 - 13.3.1 The Customer fails to notify Apex Computing of any Incident within a period of thirty days from the date of installation; or
 - 13.3.2 The Customer uses the Network Services;the Customer 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 Apex Computing 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 Core Network Services provide a number of optional services, as set out on the Order:

- Access to the Public Internet, via Apex Computing's internet Exchange Point of Presence
- Point to Point connectivity, which in conjunction with Tail Circuits provides connectivity between pairs of Customer Sites. Two Tail Circuits are required to deliver this service
- MPLS-based private wide area network service which 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

1.2 Tail Circuits provide connectivity between the Customer's Local Area Network and Apex Computing's Core Network and are implemented using a number of different technologies. 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 1Gbps. Fibre provisioning from Ethernet nodes (Exchanges) to the Customer premises removes the degradation in performance experienced with copper tails. Ethernet over Fibre 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
- 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 Customer's premises to one of Apex Computing's Points of Presence. Wireless 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.
- Except where the Tail Circuit is provided as a Wires Only Service, Tail Circuits are fully managed and are proactively monitored 24x7

2. Service Levels

2.1 Apex Computing has the following end to end Network availability and Network performance targets. Availability and performance are measured as a monthly average:

| Network Services Availability Target | |
|--------------------------------------|--------|
| Availability | 99.95% |

2.2 Tail Circuit Time to Repair Targets

2.2.1 Incident priorities are defined as follows:

- Priority 1 Incidents include total outage of the Network Services resulting in a the Customer's Site being unable to transmit or receive any data
- Priority 2 Incidents include reduced bandwidth or network performance, resulting in delayed or slow transmission of data
- Priority 3 Incidents include problems that affect less than 10% of users or a configuration problem
- Informational issues include requests about configuration, usability or documentation

2.2.2 Replacements for faulty CPE Routers which are provided if the Services are provided as a Managed Service will be shipped the following Working Day.

2.2.3 Apex Computing shall aim to respond to Incident reports in the timescales set out in the SLA Document and in addition aim to fix a reported Priority 1 Incident within the target repair times set out below:

| Target Repair Times | |
|--|---------------------------|
| <u>Tail Circuit Type / Incident Priority</u> | <u>Target Repair Time</u> |
| Fibre Ethernet Priority 1 Incident | 7 hours |
| Wireless Ethernet Priority 1 Incident | 6 hours |

2.2.4 Target repair times do not cover Incidents that are associated with physical cable breaks or vandalism within the network. Estimated restoration of service will be communicated to the Customer via Apex Computing's Service Desk. Approximate restoration of service will be 5-10 working days.

2.2.5 Target repair times for Wireless Ethernet may be affected by adverse weather conditions.

2.3 Apex Computing 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 Apex Computing does not make such warranty.

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

3. Service Desk

3.1 Apex Computing'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 raised by the Customer
- Management of hardware and firmware upgrades to Apex Computing-supplied CPE Routers as required as a result of routine maintenance or product / service improvement activities by Apex Computing
- Management and resolution of Apex Computing-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 a Incident

3.2 The Customer shall make requests for assistance by one of the following methods:

- Via Email: servicedesk @ apexcomputing.co.uk
- By Telephone to Apex Computing's Service Desk: 0161 233 0099

3.3 The Service Desk is available from 9am to 5pm Monday to Friday, excluding bank and public holidays.

4. Complaint Handling

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

| Escalation Level | Role | Contact Details |
|------------------|--------------|---|
| 1 | Service Desk | servicedesk@apexcomputing.co.uk 0161 233 0099 |
| 2 | Complaints | complaints@apexcomputing.co.uk 0161 233 0099 |

4.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.