

Supplemental Terms for the Supply of Broadband Services

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

1. SUPPLEMENTAL DEFINITIONS

- 1.1 'Assured Broadband Services' means a fully managed service that provides additional performance measures for the improvement of voice data carriage.
- 1.2 'Bandwidth' means data transfer rate.
- 1.3 'Bearer' means the connection from the Site to an Exchange, which may be a single analogue line or an FTTP line.
- 1.4 'Broadband' means an asymmetrical, contended Tail Circuit that is based on (a) single copper pair connectivity between the Customer's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange (b) fibre connectivity between the Customer's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange or (c) single copper pair connectivity between the Customer's premises and the Exchange.
- 1.5 'Broadband Services' means Core Network Services, Tail Circuit Services and access to the Public Internet.
- 1.6 'Converged Broadband Services' means a fully managed broadband service that includes the simultaneous carriage of voice data and internet data, whilst protecting the quality of the voice data connection.
- 1.7 'Core Network' means TMB's telecommunication network extending between its various Points of Presence.
- 1.8 'Core Network Services' means the services as set out in the Order, provided to the Customer by TMB including the availability and monitoring of the Core Network.
- 1.9 'Customer Premises Equipment' ('CPE') means the equipment purchased by the Customer which facilitates connection to the Broadband Services, including router(s) and modems as set out in the Order.
- 1.10 'Downtime' means a period during which the Broadband Services are not available for use.
- 1.11 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, TMB is unable to provide prior notice of.
- 1.12 'End User' means a user of the Services subscribed to by the Customer.
- 1.13 'Local Area Network' ('LAN') means the Customer's local area network which is connected to the LAN-facing port(s) of the Customer Premises Equipment.
- 1.14 'Malware' means software that is specifically designed to disrupt, damage, or gain unauthorized access to a computer system, including Trojan horses, viruses and ransomware.
- 1.15 'Managed Service' means the provision of Broadband Services including the Customer-premises based Network Terminating Equipment and the provision and remote management of the Customer Premises Equipment.
- 1.16 'Network' means TMB's Core Network and any Tail Circuits attached thereto.
- 1.17 'Network Terminating Equipment' ('NTE') means the Equipment supplied by TMB that terminates the Tail Circuit at the Customer's premises, which includes a single socket for the connection of the CPE or the Customer's own equipment, as set out in the Order.
- 1.18 'Outage' means the Customer's circuit is unable to transmit or receive data.
- 1.19 'Planned Maintenance' means any period of maintenance for which TMB 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 'PSTN' means public switched telephone network.
- 1.22 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.23 'Services' means Broadband Services and management services including Service Desk and maintenance services.

- 1.24 'Service Desk' means TMB's dedicated team of support specialists.
- 1.25 'Service Request' means the Customer's report of an Issue or request for assistance.
- 1.26 'Site' means the Customer- owned or occupied location(s) as set out in the Order, at which TMB's Tail Circuit Services terminate.
- 1.27 'Tail Circuit' means the telecommunications circuit which links the Customer's Site to the Core Network.
- 1.28 'Tail Circuit Services' means the services provided by TMB for the connection of the Customer's local area network to the Core Network as set out in the Order.
- 1.29 'Wires Only Service' means the provision of Broadband Services including the Customer-premises based Network Terminating Equipment, but excluding the provision of Customer Premises Equipment and the remote management thereof.

2. TERM

- 2.1 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.
- 2.2 TMB shall, not less than ninety days prior to the expiry of the Minimum Term or any Additional Term thereafter, notify the Customer of:
 - 2.2.1 The Charges payable for an Additional Term of one year's duration;
 - 2.2.2 The Charges payable for continued rolling use of the Services without a committed Additional Term;And the Customer shall notify TMB of its intention to:
 - 2.2.3 Agree to an Additional Term, whereupon TMB will provide the Services for an Additional Term following expiry of the current term; or
 - 2.2.4 Agree to receive the Services on a rolling basis whereupon TMB will provide the Services until terminated by either party at any time in accordance with the terms of clause 9;
 - 2.2.5 Terminate the Agreement on expiry of the extant term.
- 2.3 If the Customer fails to notify TMB of its intentions under the provisions of sub-clause 2.2, the Customer shall be deemed to agree to the continued supply of the Services as contemplated in sub-clause 2.2.4.

3. PROVISION OF SERVICES

- 3.1 The Services comprise the following Service Components:
 - 3.1.1 Tail Circuit Services;
 - 3.1.2 Core Network Services;
 - 3.1.3 Transit and routing of email and internet traffic;
 - 3.1.4 Access to the Public Internet;
 - 3.1.5 Converged Broadband Services;
 - 3.1.6 Assured Broadband Services;
 - 3.1.7 Service Desk services during the hours set out in the Service Schedule;
 - 3.1.8 The configuration and installation of the CPE at the Customer's Site;The Service Components to be provided under the terms of this Agreement are set out in the Order and are fully described in the Service Schedule.
- 3.2 For the avoidance of doubt, TMB shall not provide email or web-hosting facilities under the terms of this Agreement.
- 3.3 TMB shall provide IP data packets to the boundary of the Customer's network, that is, the LAN-facing connection to the Customer Premises Equipment, or, if the Broadband Services are delivered as a Wires Only Service, the LAN-facing connection to the Network Terminating Equipment.
- 3.4 TMB shall use reasonable endeavours to provide the Broadband Services twenty four hours per day, subject to the limitations set out in this Agreement.
- 3.5 TMB 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, TMB shall carry

out the necessary pre service-provision activities, including, where applicable, Site survey(s), installation work and agreement of the RFS Date with the Customer.

- 3.6 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.
- 3.7 TMB shall not be obliged to provide the Broadband 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 TMB.
- 3.8 During the term of this Agreement, TMB shall be entitled to:
 - 3.8.1 Change the technical specification of the Broadband Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
 - 3.8.2 Make alterations to the Broadband Services. Such alterations may result in temporary disruption to the Broadband Services and TMB will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.9 TMB cannot guarantee and does not warrant that the Broadband Services will be free from interruptions, including:
 - 3.9.1 Interruption of the Broadband Services for operational reasons and temporary degradation of the quality of the Broadband Services;
 - 3.9.2 Interruption of the connection of the Broadband Services to other network services provided by either TMB or a third party; and
 - 3.9.3 Any such interruption of the Broadband Services referred to in this sub-clause shall not constitute a breach of this Agreement.
- 3.10 Although TMB will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an "as is" basis and TMB 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 Broadband Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by TMB from time to time.
- 4.2 The Customer agrees to ensure that the Broadband Services are not used by its End Users to:
 - 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Broadband Services, its suppliers or third parties;
 - 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.5 Obtain access to restricted areas of the Network, data, systems or services;
 - 4.2.6 In any manner which in TMB's reasonable opinion brings TMB's name into disrepute;
 - 4.2.7 Knowingly make available or upload file(s) 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 Broadband Services;
 - 4.2.9 Falsify user information or forge uniform resource locator (URL) or email addresses;
 - 4.2.10 Act in any way which threatens the security or integrity of any computer system;
 - 4.2.11 Violate general standards of internet use, including denial of service attacks, unauthorised IP or port multicasting, spoofing, broadcasting, translation, routing, web page defacement and port or number scanning;
 - 4.2.12 Connect to the Broadband Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity

or any other attempts to compromise the security of other users of TMB's Network or any other third-party system;

4.2.13 Send email to anyone who does not wish to receive it;

4.3 The Customer shall without undue delay notify TMB of any contravention of sub-clause 4.2.

4.4 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 Broadband Services.

4.5 If the Customer becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Customer agrees to:

4.5.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;

4.5.2 Immediately notify TMB of such contravention.

4.6 The Customer acknowledges that it is solely responsible for its and its End User's use of the Public Internet and any web pages accessed using the Broadband Services.

4.7 The Customer agrees not to use the Broadband Services to violate any part of this Agreement or to disrupt or attempt to disrupt another Public Internet user's experience.

5. THE CUSTOMER'S OBLIGATIONS

During the term of this Agreement, the Customer shall:

5.1 Pay all additional Charges levied by TMB, including those arising from usage-based components of the Broadband Services.

5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:

5.2.1 Ensure that End User access employs up to date authentication methods;

5.2.2 Change passwords as appropriate when employees leave;

5.2.3 Use strong passwords;

5.2.4 Without undue delay notify TMB in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person;

5.2.5 Acknowledge that TMB shall be entitled to temporarily suspend the Broadband Services and / or change the Customer's passwords in the event that in TMB's reasonable opinion, unauthorised persons may have access to the Broadband Services.

5.3 Ensure that the Equipment is not moved from its installed location unless expressly authorised to do so in advance by TMB 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 TMB to the Broadband Services that such equipment shall be:

5.4.1 Technically compatible with the Broadband Services;

5.4.2 Conformant with all regulatory standards;

5.4.3 Configured / programmed by the Customer;

5.4.4 If the Broadband Services are supplied as a Managed Service, connected to the LAN-facing connection on the Customer Premises Equipment;

5.4.5 If the Broadband Services are provided as a Wires Only Service, connected to the LAN-facing connection on the Network Terminating Equipment;

5.4.6 Conformant with any instruction issued by TMB in relation thereto; and

5.4.7 Not installed, configured, maintained or supported by TMB 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 TMB is causing disruption to the Broadband Services, TMB shall be entitled to suspend the provision of the Broadband Services until such equipment is disconnected from the Broadband Services.

5.6 Accept that TMB shall not be liable for failure to meet any service levels or any failure of the Broadband 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 Malware into the Broadband Services via the Customer's equipment or software.

- 5.8 Be solely responsible for the configuration of its internal Local Area Network, and agree that any interruption in or to the Broadband Services which result from the configuration of the LAN shall not be regarded as interruption in or suspension of the Broadband Services provided by TMB.
- 5.9 Agree that TMB may at any time scan any IP addresses allocated under the terms of this Agreement, for anything which may compromise the security of TMB's network (including open relays and open proxies).
- 5.10 Acknowledge that static IP addresses allocated under the terms of this agreement shall only be allocated for the duration of this Agreement, and shall remain TMB's property at all times.
- 5.11 Be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Broadband Services.
- 5.12 Promptly report to TMB any Issue that arises in the Broadband Services.
- 5.13 Prior to reporting an Issue in the Broadband Services to TMB, the Customer shall use reasonable endeavours to determine that the Issue does not lie in its LAN or other Customer-supplied equipment that is attached to the Broadband Services.
- 5.14 In the event that TMB 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 Broadband Services.
- 5.15 If the Customer raises a Service Request, it agrees to accept up to two hours Downtime to allow TMB to carry out intrusive testing.
- 5.16 Acknowledges that on occasions including arrangement of Site surveys, installations, and during Issue diagnosis, TMB's supplier may contact the Customer directly.

6. TMB'S OBLIGATIONS

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

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

7. INDEMNITIES

- 7.1 The Customer agrees to indemnify TMB from and against any liabilities, actions, losses damages, judgements, costs, fines, claims or expenses incurred by TMB or legal proceedings which are brought or threatened against TMB by a third party in the event of:
 - 7.1.1 The Services being used in breach of the acceptable uses set out in clause 4 hereof, except where such a breach results from fraud by TMB;

- 7.1.2 Any fraud committed by the Customer;
- 7.1.3 All claims made by third parties arising from Issues in the Services.
- 7.2 If TMB becomes aware of any claim as set out in sub-clause 7.1 it shall:
 - 7.2.1 As soon as reasonably practical, notify the Customer of such claim;
 - 7.2.2 Make no admission relating to such claim or legal proceedings without agreement of the Customer, such agreement not to be unreasonably delayed or withheld;
 - 7.2.3 Consult with the Customer regarding the conduct of any action and have due regard for the Customer's representations and not agree any settlement, legal proceedings or make any payment by way of liquidated damages without the prior written agreement of the Customer, such agreement not to be unreasonably delayed or withheld.
- 7.3 Subject to the limitations in clause 10 of the General Terms and Conditions, each party (the first party) to this Agreement will fully indemnify the other from any claim or liability whatsoever from a third party arising directly or indirectly from the failure of one of the first parties to obtain or maintain any of the licences, approvals, authorisations or consents as set out in sub-clauses 5.3 and 6.15 of the General Terms and Conditions.
- 7.4 TMB will indemnify the Customer against all claims and proceedings arising from infringement of any Intellectual Property rights in the Services or Equipment supplied by TMB under the terms of this Agreement, PROVIDED always that such claims or proceedings are not caused by the Customer using the Services otherwise than in accordance with the terms of this Agreement.
- 7.5 Nothing in this clause 7 shall restrict or limit the indemnified party's obligation in law to mitigate any loss which it may incur as a result of a matter giving rise to a claim.

8. GENERAL

- 8.1 TMB shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Broadband Services. TMB shall:
 - 8.1.1 Provide seven days notice of Planned Maintenance;
 - 8.1.2 If it is necessary for TMB to perform Emergency Maintenance, TMB 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 TMB 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 TMB exercises no control over and accepts no responsibility for information, services and content accessible via the Broadband Services and / or Public Internet and that it accesses such information, services and content entirely at its own risk.
- 8.3 The Customer acknowledges that TMB or its sub-contractor will require access to the Customer's Site to install Equipment.
- 8.4 If an appointment is made with the Customer for a visit to Site and that at the appointed time TMB is unable to access the Customer's Site, or the appointment is otherwise broken by the Customer with less than two Working Days' notice, TMB shall be entitled to charge the Customer at its prevailing rate; and
 - 8.4.1 If the Customer breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, TMB shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.5 The Customer permits TMB or its suppliers to use and store origin, destination, duration, route and time of data transmitted over the Broadband Services, exclusively for the purposes of:
 - 8.5.1 Collating statistics for network planning purposes; and
 - 8.5.2 Providing such data to government security agencies in response to specific requests.
- 8.6 If TMB ceases to trade and upon written notice given by TMB's supplier, TMB's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to TMB's supplier or to its nominee.
- 8.7 Use of the Services and associated Equipment by the Customer constitutes acceptance of the terms and conditions of this Agreement.

8.8 TMB provides its Service Desk on a fair usage basis. If in TMB's reasonable opinion, the number of requests that the Customer makes of the Service Desk exceeds that which is reasonably expected, based on TMB's experience of providing such a service, TMB shall be entitled, after prior notification, to charge the Customer for excess use of TMB's Service Desk services.

9. TERMINATION

9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:

9.1.1 By either party by giving the other not less than forty five days' notice in writing to terminate at the end of the Minimum Term, Additional Term or if there is not an extant Additional Term, at any time after the expiry of the latest-expiring term;

9.1.2 By the Customer giving forty five days' notice in writing if TMB makes changes to the terms of this Agreement which are to the detriment of the Customer (for the avoidance of doubt, not including changes to Charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);

9.1.3 Immediately by TMB in the event that it is so instructed by a governmental or regulatory body;

9.1.4 By TMB providing fourteen days notice to terminate at any time if TMB's supplier gives notice to terminate the supply of Broadband Services to TMB.

9.2 If the Customer cancels this Agreement during the Run-Up Period, the Customer shall be liable to pay all of TMB's costs incurred up to the date of such cancellation.

9.3 The Customer shall within fourteen days of the termination date, return all TMB-owned Equipment to TMB.

10. CHARGES AND PAYMENT

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

10.2 TMB shall commence charging for the Broadband Services from the RFS Date, regardless of the date on which the Customer commences use of the Broadband Services. In the event that the RFS Date does not correspond with TMB's invoicing period as set out in the Order, TMB shall charge the Customer at a pro-rata rate for the first invoicing period.

10.3 The Customer acknowledges that the prices quoted in TMB'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 TMB's survey, to be carried out during the Run-Up Period, TMB identifies additional installation costs ('Excess Construction Charges'):

10.4.1 TMB 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 TMB of acceptance or non-acceptance of such Excess Construction Charges;

10.4.3 All work to provision the Services shall be suspended by TMB 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 TMB of acceptance of such Excess Construction Charges within seven Working Days, TMB shall be entitled to terminate this Agreement and charge the Customer for costs reasonably incurred.

10.5 If TMB requires more time than it reasonably expects to complete an installation at the Customer's Site and such additional time is not due to TMB's negligence, TMB shall be entitled to charge the Customer for the additional time.

10.6 The Customer acknowledges that the Charges for the Minimum Term are calculated by TMB in consideration inter alia of the setup costs to be incurred by TMB and the length of the Minimum Term offered.

10.7 If the Customer Premises Equipment is repaired or replaced, TMB shall be entitled to charge for the reconfiguration of such repaired or replaced CPE, at its prevailing rate.

- 10.8 The Customer agrees that it shall be liable for termination Charges, which shall be paid by way liquidated damages in the event that:
- 10.8.1 The Customer terminates this Agreement for convenience prior to the end of the Minimum Term or Additional Term or TMB terminates this Agreement prior to the end of the Minimum Term or Additional Term by reason of the Customer's un-remedied breach of the terms of this Agreement, the Customer shall be liable for:
- a) Payment of all outstanding installation Charges, including repayment of any discount that may have been applied;
 - b) Payment of all Services Charges and Equipment rental Charges due up to the end of the current term;
 - c) Payment of any additional cancellation Charges levied by TMB's supplier.
- 10.9 The Customer shall not be liable for termination Charges if this Agreement is terminated by:
- 10.9.1 The Customer in accordance with the terms of clause 9;
- 10.9.2 The Customer or TMB during the Run-Up Period by reason of TMB becoming aware that will be unable to provide the Services or part thereof;
- 10.9.3 TMB at any time if it can no longer provide the Broadband Services or part thereof;
- 10.9.4 The Customer by reason of TMB's un-remedied or repeated breach of the terms of this Agreement;
- 10.9.5 The Customer if TMB or its supplier makes changes to the Services which materially adversely affect the Customer;
- 10.9.6 The Customer if TMB makes changes the terms of this Agreement which are materially disadvantageous to the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 of these Supplemental Terms.
- 10.9.7 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 10.4.4 hereof.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 Unless the Tail Circuit is implemented as a SOGEA connection, the provision of these Services by TMB is contingent upon the Customer having a pre-installed Bearer at each Site and the maintenance of a contract for the provision thereof, such to cover the Minimum Term plus any extended term of this Agreement, but is regardless of the Customer's current service provider.
- 11.2 TMB shall use reasonable endeavours to meet the targets set out in the Service Schedule:
- 11.2.1 The Bandwidth target set out in the Order, Service Schedule or advised to the Customer following TMB's Site survey is maximum possible Bandwidth and TMB makes no guarantee that such Bandwidth shall be achieved during the term of this Agreement;
- 11.2.2 Service Credits shall not be applicable in the event of TMB's failure to meet any of its targets;
- 11.2.3 Failure to meet to meet such targets shall not constitute a breach of this Agreement.
- 11.3 In addition to the terms set out in clause 12 of the General Terms and Conditions, TMB shall also be entitled to suspend the provision of the Broadband Services, in whole or part, without notice due to:
- 11.3.1 Emergency maintenance or other emergency operational reason;
- 11.3.2 TMB is required by governmental, emergency service, regulatory body or other competent authority to suspend Services;
- 11.4 TMB shall also be entitled to suspend the Broadband Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. TMB shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades.
- 11.5 Save in relation to Assured Broadband Services, TMB shall be entitled to implement traffic management measures as TMB reasonably deems necessary to protect the Broadband Services for other users of the service.
- 11.6 The Customer accepts that certain features of the Broadband Services (as described in the Service Schedule) may not be available at all Sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Services.
- 11.7 Due to the limitations of the technology that supports the Broadband Services, TMB does not guarantee that standard Broadband Services will support real time services including voice over IP and video-conferencing.

- 11.8 The Customer acknowledges that there may be a temporary loss of voice or Broadband service during installation or modification of the Broadband Services. TMB shall use reasonable endeavours to minimise the period of temporary loss.
- 11.9 The Broadband Services may affect:
- 11.9.1 How the telephone sounds;
 - 11.9.2 The performance of the Customer's equipment which is attached to the PSTN including faxes and burglar alarms, and it is the Customer's responsibility to check the compatibility and correct functioning of such equipment;
 - 11.9.3 Such effects listed in this sub-clause 11.10 are normal for Broadband Services and do not constitute an Issue.
- 11.10 Certain Tail Circuit Services may not be available in some geographic areas.
- 11.11 TMB is responsible for providing IP data packets to the boundary of the Customer's Local Area Network. TMB shall at its sole discretion, in response to specific requests from the Customer, assist the Customer in the resolution of malfunctions in the Customer's Local Area Network, and shall be entitled to charge the Customer for such assistance at its prevailing rates.
- 11.12 TMB is not responsible for the configuration of any equipment that it has not supplied under the terms of this Agreement.
- 11.13 If TMB provides Assured Broadband Services:
- 11.13.1 The Customer acknowledges that Assured Broadband Services limit the use of the Broadband Services to telephony services and preclude any form of non-telephony data access, including:
 - a) General access to the Public Internet;
 - b) SIP-based services provided by third parties;
 - c) Site to Site connectivity
 - d) IP extensions for remote workers.
 - 11.13.2 If during commissioning of the Broadband Services, TMB discovers that due to physical, technical or geographic reasons the installation will not support Assured Broadband Services, the service will be downgraded to standard Broadband Services without charge to the Customer.
- 11.14 If TMB provides Converged Broadband Services in addition to standard Broadband Services:
- 11.14.1 If during commissioning of the Broadband Services, TMB discovers that due to physical, technical or geographic reasons the installation will not support Converged Broadband Services, the service will be downgraded to standard Broadband Services without charge to the Customer.

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 TMB 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 TMB 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 extended term thereafter;
 - 12.3.3 Shall not to do or allow anything to be done to the Site that may cause damage to, or interfere with, the Equipment or prevent reasonable access thereto;
 - 12.3.4 Shall, if it or a third party proposes to carry out works to the Site which requires the Equipment to be removed, relocated or altered, give TMB 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 TMB to deliver, install and maintain the Equipment and shall ensure the continuance of such throughout the term of this Agreement.

Service Schedule

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

1. Service Description Overview

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

2. Repair of Customer Premises Equipment

Faulty Customer Premises Equipment will be replaced by TMB as follows:

- CPE that is within its twelve month warranty period will be replaced free of charge, provided that the faulty CPE is promptly returned to TMB
- CPE that is not within its twelve month warranty period will be replaced and the Customer will be charged for the replacement CPE
- The replacement CPE will be despatched on the next Working Day
- If the Customer is in receipt of a Managed Service, the replacement CPE will be configured with Services settings prior to despatch, but not Customer-specific settings (for example, additional open ports and wi-fi settings)

3. Network Performance

3.1 Standard Broadband Services

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

3.2 Assured Broadband Services

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

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

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

3.3 Converged Broadband Services

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

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

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

4. Service Level Agreement

4.1 TMB shall aim to make an initial response to the Customer's request for assistance and aim to resolve the Issue within the following timescales, which are dependent on the service level set out on the Order:

Service Level	Target Response Time	Target Recovery Time
Standard Care	Reasonable Endeavours	50 Hours
Business Care	6 Working Hours	24 Hours

4.1.1 An Issue shall be deemed fixed when fixed by TMB and notified to the Customer by TMB;

4.1.2 The target recovery time for Standard Care will commence at 9am on the next Working Day if the Issue is reported after 3pm.

4.1.3 If TMB is prevented from fixing the Issue by circumstances beyond its reasonable control, the period of time during which circumstances prevail shall not be included in the calculation of the fix time. Such circumstances include:

- TMB or its subcontractors being prevented from access to the Customer's Site
- Failure by the Customer to respond to requests for further information made by TMB or its subcontractor
- If, in the reasonable opinion of TMB a Site-visit is required and the Customer fails to accept the first appointment offered by TMB
- Any other failure by the Customer that prevents TMB or its subcontractors carrying out its obligations

4.2 Failure by TMB to meet the targets set out in this paragraph 4 shall not be deemed a breach of this Agreement.

5. Service Desk

5.1 TMB'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 Broadband Services
- Management of the prompt resolution of Issues arising within the Broadband Services which are identified by TMB's monitoring system
- Management of the prompt resolution of Issues arising within the Broadband Services which are raised by the Customer
- Management of hardware and firmware upgrades to TMB-supplied CPE as required as a result of product / service improvement activities by TMB
- Management of warranty claims in the event of CPE hardware failures
- Escalation management if required in the event of protracted Issue resolution
- Management of Change Requests

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

- Via TMB's customer portal, which is accessed from www.tmb.co.uk/customer-login
- By email to TMB's Service Desk: support@tmb.co.uk
- M1 and P1 Issues (as defined in TMB's SLA document) by telephone to TMB's Service Desk: 0333 900 9050.

5.3 The Service Desk is available to take calls and respond to Service Requests between the hours of 9am to 5pm Monday to Friday, excluding bank and public holidays. The Customer may however send emails at any time.

6. Complaints Handling

If dissatisfied with any Services-related matter, the Customer should make a complaint using TMB's escalation process which can be found at <http://www.tmb.co.uk/terms>.