



Connectivity Terms & Conditions

DOCUMENT REVISION

Connectivity Terms & Conditions | Version 1.1 | Last Updated 06/05/20

ORDER DETAILS

Order Reference	
Date Order Raised	
Projected Start Date	
Term of Contract	
Account Manager	

CUSTOMER DETAILS

Organisation Name	
Company Number	
Company Address	
Installation Address	
Account Manager	
Contact	

SERVICE DETAILS

Description	Q'ty	Unit Price	Total One-Off	Total Monthly
Sub Total (ex. VAT)			£	£

AUTHORISATION

Customer Signature	ilicomm Technology Solutions Signature
Please sign here to indicate that all order details are correct and that you accept ilicomm Technology Solutions Ltd terms and conditions.	This contract will not be legally binding until an authorized signatory of ilicomm Technology Solutions Ltd / has signed below.
Name: Position: Signature: Date:	Name: Position: Signature: Date:

GENERAL TERMS & CONDITIONS

1. SCOPE /APPLICATION

This Contract covers the provision of connectivity services.

These general terms and conditions and the Appendices form the contract governing the terms of supply.

ilicomm Technology Solutions Ltd. and the Customer may agree to add additional Appendices for additional services in accordance with clause 12(g).

2. DEFINITIONS AND INTERPRETATION

In this document, the following words have the following meanings unless stated otherwise:

“Acceptable Usage Policy” or **“AUP”** means the policy set out in Appendix 3 as updated or amended from time to time.

“ilicomm”, **“ilicomm Technology Solutions”** or **“ilicomm Technology”** means ilicomm Technology Solutions Ltd. - a company incorporated in England & Wales under company number 09150338 whose registered office is Unit 5, Aston Cross Business Village, Birmingham, B6 5RQ.

“Billing Commencement Date” means the start date for the billing of the Services, which shall be determined by the Operational Service Date.

“Business Day” means a day (other than a Saturday or Sunday or bank holiday) when clearing banks are open for business in London.

“CDR” means Committed Data Rate (as stated in the Order Form if applicable) which is the minimum amount of Bandwidth that the Customer is committed to during the Initial Term or any extension of it.

“Confidential Information” means all information disclosed by one party to the other, whether before or after the effective date of the Contract, that any reasonable business person should reasonably understand to be confidential, including but not limited to: i) for the Customer all information transmitted to or from, or stored on, the Customer’s system; and ii) for ilicomm, unpublished prices and other terms of service, audit and security reports, development plans, solution diagrams, data centre designs and observations, and other proprietary information or technology.

“Contract” means the Order Form, these terms and conditions and the Appendices, including the AUP.

“Contract Start Date” means following signature by the Customer of the Order Form, the date the Order Form is countersigned by or ilicomm at which point the Contract becomes binding;

“Credit(s)” means a credit or credits provided to the Customer against the applicable Monthly Recurring Service Fees, as described in the applicable Service Level Agreement.

“Customer” means the party referred to as the Customer on the Order Form and any persons, third party, agents, sub-contractors, consultants, employees and those acting on their behalf.

“**Excess Usage**” means any usage of Services that exceeds the agreed amount stated within the Order Form.

“**Excess Construction Charges**” or “**ECCs**” means additional 3rd party costs that have been identified after a Site survey has been completed, which are required to be paid to enable the Site to be connected.

“**Fees**” means the amount billed to a Customer for the provision of a Service or Services or for Excess Usage.

“**Initial Term**” means the minimum term for which ilicomm will provide the Services to the Customer as indicated on the Order Form, which for the avoidance of doubt, will commence on the Billing Commencement Date.

“**Monthly Recurring Service Fees**” means the monthly recurring fees for the applicable Service payable by the Customer as detailed on the Order Form.

“**Normal Business Hours**” means between 09:00 hrs and 17:30 hrs on any day except a Saturday, Sunday or public or bank holiday in England and Wales.

“**Operational Service Date**” means the date when the Service is first made available to the Customer, or when a Customer first uses the Service, whichever is the earlier.

“**Order Form**” means an order form for the Services signed by an authorised representative of ilicomm and completed by the Customer.

“**Outage**” means any failure of the Service via an individual access method causing continuous total loss of the ability to transmit IP packets.

“**Party**” means **ilicomm** and/or the Customer.

“**Permitted Sub-contractor**” means any third party used by ilicomm in providing the Services.

“**Service Level Agreement**” or “**SLA**” means the service level agreement set out in Appendix 2 relating to the applicable Services that describes the service levels to be met by ilicomm together with the remedies available to the Customer for failure to meet such service levels.

“**Service(s)**” means any service(s) which are provided under this Contract as listed on the Order Form.

“**Term**” means the Initial Term together with any extension of the Initial Term in accordance with clause 3.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

3. COMMENCEMENT OF CONTRACT

- a. The Contract shall commence on the Contract Start Date, however, the Initial Term shall only commence on the Billing Commencement Date and continue thereafter as provided in clause 3b, unless terminated earlier in accordance with clause 10.

- b. The term of this Contract shall automatically extend after the end of the Initial Term for further one (1) year periods (each an “**Extension Term**”), unless either Party gives the other Party not less than three (3) months written notice, such notice to expire at the end of the Initial Term or the relevant Extension Term in which notice is given.
- c. On execution of an Order Form by the Customer then by ilicomm, that Order Form is deemed a binding contract. To the extent there is any inconsistency between these General Terms and Conditions, the Order Form and any Appendices, policies or attachments, such documents must be read in the following order of priority:
 - i. the Order Form;
 - ii. the AUP;
 - iii. the General Terms and Conditions; and
 - iv. the relevant Appendix for the Service supplied.

4. Ilicomm’s RIGHTS AND OBLIGATIONS

- a. ilicomm will perform the Services:
 - i. in accordance with this Contract;
 - ii. with reasonable care and skill;
 - iii. so that they meet or exceed the service levels set out in the SLA; and
 - iv. in accordance with any specific conditions that appear on the Order Form.
- b. Notwithstanding the above, ilicomm cannot however, guarantee that Services will be uninterrupted, error-free or completely secure.
- c. ilicomm reserves the right to update or amend the applicable Service Level Agreements at any time provided it gives the Customer not less than 30 days prior written notice and such update or amendment shall apply generally to all ilicomm customers receiving similar Services.
- d. ilicomm disclaims and excludes any and all warranties, terms or conditions not expressly stated in the Contract as permitted by law, including implied warranties, terms or conditions relating to the satisfactory quality and fitness for purpose. The Customer is solely responsible for the suitability of the Services chosen.

- e. ilicomm will maintain an up to date business continuity and disaster recovery plan.

5. THE CUSTOMER'S OBLIGATIONS

- a. The Customer agrees that any fault with the Services which the Customer detects must be reported to ilicomm as soon as possible either:
 - i. by using the ilicomm web portal ticketing system (for any non-critical issues only); or
 - ii. by telephone on the number listed on the contact section of the ilicomm website; or
 - iii. to such other telephone number as ilicomm may notify to the Customer from time to time for this purpose.

Unless otherwise directed in writing by ilicomm, the Customer shall raise any critical issues in relation to the Services such as an Outage by telephone.

b. The Customer represents and warrants:

- i. it has the full capacity and authority to enter into and perform this Contract and that this Contract is executed by a duly authorised representative of the Customer;
- ii. it has the appropriate knowledge to use the Services and will be responsible for any problems resulting from any interference caused by misuse of the Services;
- iii. the performance of its obligations and use of the Services will not violate any applicable laws, rules or regulations or the rights of any third party, or cause a breach of any agreements with any third parties or unreasonably interfere with other ilicomm Customers' use of ilicomm services.

c. The Customer undertakes that:

- i. it will comply with the ilicomm Acceptable Usage Policy ("AUP");
 - ii. it will comply with any rules imposed by any third party whose content or services are accessed via the Services;
 - iii. it will inform ilicomm forthwith if any of the Services are subject to interference or malfunction;
- and

- iv. it will provide ilicomm with reasonable notice of any circumstances that the Customer has prior knowledge of that may affect the normal operation of the Services provided.

In the event of a breach of any of the Customer warranties or undertakings set out above, ilicomm reserves the right to suspend the Services in accordance with clause 9 of these General Terms and Conditions.

6. INTELLECTUAL PROPERTY & DATA PROTECTION

- a. Except for the rights expressly granted in these General Terms and Conditions, the delivery of the Services does not and will not transfer to the Customer any right, title or interest in and to:
 - I. any ilicomm equipment used in providing the Services; or
 - II. any ilicomm proprietary technology, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by or licensed to ilicomm), including but not limited to any derivative works, improvements, enhancements or extensions of that proprietary technology.
- b. Each Party agrees not to use the other's Confidential Information except solely in connection with the performance or use of Services. Neither Party shall, without the prior written consent of the other Party, use or disclose the Confidential Information of the other Party during the Term or following the expiration or termination hereof. Each Party will take all reasonable precautions to protect the other Party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information. Notwithstanding the foregoing, a Party may disclose Confidential Information:
 - i. to any consultants, contractors, advisers and insurers who have a need to know in connection with this Contract and who are under binding obligations of confidence; or
 - ii. to the extent required by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction; provided that, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure.
- c. The Customer agrees for the duration of this Contract and for a period of 12 months thereafter, not to approach any ilicomm employee in respect of recruitment for their own business, including but not limited to offers of employment, whether on a full-time or part-time basis or any other basis which includes non-paid or paid work.

- d. Where ilicomm is a data processor in the course of the provision of the Services, ilicomm will only process the Customer's data in accordance with the Customer's instructions, unless otherwise required by law or for reasons pursuant to the normal operations of ilicomm's business. Specifically, ilicomm will;
 - i. not transmit such data and information to a country or territory outside the European Economic Area without the Customer's express consent; and
 - ii. take such reasonable technical or organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the Customer as data controller.

7. SERVICE FEES AND PAYMENT

- a. ilicomm will invoice the Customer with effect from the Billing Commencement Date.
- b. The Customer agrees:
 - i. that ilicomm may bill the Customer quarterly in advance from the Billing Commencement Date for all applicable Fees;
 - ii. to sign and maintain in force, a direct debit mandate to permit ilicomm to collect any Fees due, with payments taken 30 days from invoice date. If payment date falls on a weekend or bank holiday, payment will be taken on the first working day after the original payment date;
 - iii. that ilicomm may charge daily interest at a rate of 4% above the Bank of England base rate on any overdue payments that have passed the 30 day payment term;
 - iv. that ilicomm may, at any time during the Contract Term, vary the Fees payable by the Customer by giving at least 30 days prior written notice in the event of new taxation laws, or the introduction or increase in any taxes, levies, costs or expenses, including any taxes, levies, costs or expenses which directly or indirectly relate to the Services;
 - v. ilicomm may issue a suspension notice if the Customer fails to pay any ilicomm invoices more than 45 days after the invoice date. If payment is not received within 7 days of the date of issue of ilicomm's suspension notice ilicomm may suspend the Services in accordance with clause 9. Without prejudice to any other remedies ilicomm may have, ilicomm may commence such action as is necessary to recover the debt, including termination for material breach in accordance with clause 10(a).
- c. Any Excess Usage shall be charged at ilicomm's standard rates.

- d. Bandwidth is measured in 1Mbps increments. Should the Customer exceed the increment by 1 decimal position the Customer shall be charged for the next whole increment of usage. An example of this is 1.1 Mbps shall be charged at 2 Mbps.
- e. Where the Customer has agreed to a CDR, any additional bandwidth usage above the CDR shall be calculated on a 95th Percentile model.
- f. In the event of ECCs being identified for the Service, the Customer will have the right to cancel the Contract without penalty if they choose not to pay the ECCs to enable the order to continue.

8. LIMITATION

- a. Subject to clause 8(b) and clause 8(c), ilicomm's total liability to the Customer for direct loss or damages whether in contract, tort (including, without limitation, negligence or breach of statutory duty), and howsoever arising including in connection with the performance, non-performance or delayed performance of this Contract shall be limited to and shall not exceed an amount that is twelve (12) times the Monthly Recurring Services Fees under this Contract as of the time of the occurrence of the event(s) giving rise to the claim.
- b. ilicomm shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any:
 - i. loss of profits;
 - ii. loss of revenues, loss of goodwill;
 - iii. loss of contracts, loss of business opportunity;
 - iv. loss of data;
 - v. loss of business;
 - vi. depletion of goodwill or similar losses;
 - vii. pure economic loss; or
 - viii. for any indirect or consequential loss, costs, damages, charges or expenses however arising.
- c. Nothing in this Contract limits or excludes either Party's liability for any loss or damages resulting from:
 - i. death or personal injury caused by its negligence; and

- ii. any fraud or fraudulent misrepresentation.
- d. Except where the Customer has an express right to terminate in accordance with clause 10 (a), the Credits stated in the Service Level Agreement are the Customer's exclusive remedy for ilicomm's failure to meet the guarantees detailed in the applicable Service Level Agreement, for which Credits apply.
- e. As the Fees for the Services properly reflect the delineation of risk between the Party's, each Party agrees to ensure that it will be responsible for making its own arrangements for the insurance of any loss in excess of its accepted legal liability as necessary.

9. SUSPENSION OF SERVICES

- a. ilicomm may suspend the Services for non-payment of Fees as provided in clause 7 (b) (v). If the Customer does not make payment in full of all overdue sums within 14 days of ilicomm's suspension of Services, the same shall constitute a non-remediable material breach of the Contract and ilicomm may terminate the Contract on written notice of the Customer with immediate effect.
- b. In addition to any other remedies available under this Contract, at law or otherwise however, ilicomm may, in its reasonable discretion, suspend the Services with immediate effect:
 - i. in the event of any breach by the Customer of this Contract (other than non-payment); or
 - ii. where ilicomm has the right to terminate this Contract; or
 - iii. where ilicomm has an express right in any Appendix to suspend all or part of the Services.

ilicomm may at its discretion provide notice and a reasonable opportunity for the Customer to rectify the breach if practicable to do so.

- c. Once the Customer has rectified the breach, and provided ilicomm has not first terminated the suspended Services, ilicomm will promptly restore the suspended Service(s).
- d. ilicomm reserves the right to recharge the Customer for any expenses incurred in reinstatement of Services once payment is received.
- e. All applicable service levels shall be suspended for the period of any suspension.

10. TERMINATION

- a. Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this Contract without liability to the other immediately on giving notice to the other if:
- i. the other Party commits a material breach of any of the terms of this Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
 - ii. the other Party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - iii. the other Party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors: or
 - iv. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Party; or
 - v. an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other Party; or
 - vi. a floating charge holder over the assets of that other Party has become entitled to appoint, or has appointed, an administrative receiver; or
 - vii. a person becomes entitled to appoint a receiver over the assets of the other Party, or a receiver is appointed over the assets of the other Party; or
 - viii. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - ix. the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - x. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10 (a) (i) to clause 10 (a) (x)(inclusive) of these General Terms and Conditions.

- b. ilicomm reserves the right to terminate all or part of the Services with immediate effect on written notice to the Customer, if the Customer is in breach of the AUP.
- c. Without prejudice to ilicomm's other rights and remedies, if the Customer terminates the Contract before expiry of the Initial Term for any reason not covered by clause 10 a., ilicomm, may at its discretion, allow the Customer to terminate the Contract subject to paying a minimum of eighty percent (80%) of the remaining Fees to the end of the Initial Term and any expenses ilicomm has already incurred or will be unavoidably incurred by ilicomm during the remainder of the Initial Term.
- d. On termination or expiry of this Contract for any reason, the service levels set out in the applicable SLA will cease to have effect, and will not apply to the provision by ilicomm of any exit assistance it may agree to provide.

11. INDEMNIFICATION

- a. If ilicomm, its affiliates, or any ilicomm employees, agents, Permitted Sub-contractors or suppliers (the "Indemnitees") receives a claim or action by a third party arising from:
 - i. the Customer's actual or alleged negligence or breach of law;
 - ii. the Customer's failure to comply with any security or access policies provided by ilicomm under this Contract;
 - iii. breach of the Customer's agreement with its own customers or end users,
 - iv. the Customer's breach of the AUP;
 - v. any damage or destruction to ilicomm Premises, any ilicomm equipment used in providing the Services or the ilicomm network arising from the acts or omissions of the Customer; or
 - vi. any damage or destruction to ilicomm the Customer equipment or the Customer data arising from the acts or omissions of the Customer;

then the Customer will indemnify the Indemnitees and pay the cost of defending the claim or action (including reasonable legal fees) and any costs, damages award, fine or other amount that is imposed on or incurred by the Indemnitees as a result of the claim, the Customer's obligations to indemnify the Indemnities under this clause include claims arising out of the acts or omissions of the Customer's employees or agents, any other person to whom the Customer has given access to the

Services, and any person who gains access to the Services as a result of the Customer's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorised by the Customer.

12. GENERAL

- a. Any notice required to be given under this Contract, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out on the Order Form. Any notice shall be deemed to have been duly received:
 - if delivered personally, when left at the address and for the contact referred to in this clause or the Order Form; or
 - if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
 - if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- b. A notice required to be given under this Contract shall not be validly given if sent by e-mail, unless either Party specifically acknowledges to accept the notice once the notice has been received by email.
- c. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- d. This Contract constitutes the whole agreement between the parties and supercedes all previous agreements between the parties relating to its subject matter. . Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. Nothing in this sub-clause shall limit or exclude any liability for fraud.
- e. The Customer may not assign transfer or otherwise hold on trust any of its rights and obligations under this Contract without first obtaining the prior written consent of ilicomm. ilicomm may subcontract the Services or any part of them to Permitted Sub-contractors provided that at all times it remains liable for

the acts and omissions of its Permitted Subcontractors with regard to the Services as if the same were its own acts and defaults.

- f. If a provision of this Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of this Contract shall not be affected. If a provision of this Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- g. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The Parties may add additional services to this Contract by adding additional Appendices describing the additional services and any applicable service level agreement in respect of those services.
- h. Other than as specifically stated in this Contract, a person who is not a party to this Contract shall not have any rights under or in connection with it. ilicomm and the Customer may amend or vary the terms of this Contract without requiring the consent of any other person.

13. FORCE MAJEURE

ilicomm shall not be liable for any and all losses (including loss of or corruption to data) damages, costs, claims and other liabilities which arise as a result of any delay or interruption in, or any non-delivery, or missed delivery or failure of any equipment and/or Services due to circumstances beyond ilicomm's or any of its suppliers' reasonable control (including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, terrorism, cyber-attack or unauthorised penetration of systems (except to the extent that the Customer has specifically purchased services from ilicomm to mitigate such risks and such risks should reasonably have been so mitigated by that service) adverse weather conditions or acts of local or central Government or other competent authorities or agencies, whether authorised or not by such Government or authority).

14. GOVERNING LAW

This Contract and any disputes arising therefrom (including non-contractual disputes) are governed by and construed in accordance with English law notwithstanding the jurisdiction where the Customer is based. The Customer irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Contract and for those purposes irrevocably submits all disputes to the jurisdiction of the English courts. The place of performance shall be England.

APPENDIX 1 – CONNECTIVITY TERMS & CONDITIONS

In addition to the General Terms and Conditions, the Customer's use of Connectivity Services is subject to the following additional terms and conditions:

1. ADDITIONAL DEFINED TERMS

In this Appendix, the following supplemental definitions will apply in addition to those in the General Terms and Conditions:

"ilicomm Equipment" means equipment placed on a Site for the provision of the Service.

"ilicomm Network" means ilicomm's network used to provide the Service.

"Conditions" means the General Terms and Conditions that this Appendix 1 is appended to.

"Helpdesk" means the helpdesk facility provided by ilicomm to handle enquiries, technical support and administration for the Service.

"LAN" means local area network.

"Network Terminating Equipment (NTE)" means the point where the Customer's wiring, equipment or existing data service is connected to the ilicomm.

"NCSS" means Network Centric Security service platform.

"Point of Presence" ("PoP") means the equipment within the ilicomm's Network connected by a dedicated circuit from the Customer Site.

"Site" means a place at which ilicomm agrees to provide the Service.

"System Administrator" means any named person provided by the Customer to be the point of contact with ilicomm for matters relating to the provision of the Service.

Other defined terms in this Appendix 1 are as defined in the General Terms and Conditions.

2. SERVICE DESCRIPTION

- a. ilicomm offer a number of different connectivity services allowing for connections to the Internet, as well as private connections between two or more locations.
- b. The access method consists of a direct connection or a wireless connection; where the Services are delivered via digital fixed links and terminated on the NTE at the Site, this enables ilicomm to manage the Services up to the NTE unless otherwise stated.
- c. The Services include the following components:
 - i. A range of access speeds are available to deliver the required bandwidths

- ii. Service Level Agreement
- iii. Customer bandwidth utilisation reports available on request
- iv. 1,2, 3 and 5 year minimum period fixed price options
- v. Static routed IP addresses

3. Ilicomm's OBLIGATIONS

- a. ilicomm agree to monitor the Network 24 hours a day, 7 days per week including Public/Bank Holidays.
- b. If the System Administrator reports a fault in Service ilicomm will respond by carrying out one or more of the following actions:
 - i. providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
 - ii. where possible, carrying out diagnostic checks from ilicomm premises; or
 - iii. visiting the relevant Site if ilicomm's action under clauses b.i and b.ii does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by ilicomm.
- c. ilicomm will take all proper steps without undue delay to correct any reported fault in the Service.
- d. ilicomm is only responsible for faults on the ilicomm Network. If ilicomm does work to correct a reported fault and finds there is none, the Customer shall pay ilicomm's reasonable charges for the work carried out.
- e. ilicomm will provide Domain Name services ("DNS") as specified on the Order Form and as requested by the Customer. ilicomm will not be responsible for providing DNS to the Customer's own customers.

4. THE CUSTOMER'S OBLIGATIONS

- a. The Customer is responsible for ensuring that the Customer's equipment connected to the ilicomm Network conforms to the interface specifications and routing protocols specified by ilicomm.
- b. The Customer agrees to provide contact details of one or more people to act as a System Administrator who is responsible for reporting any faults, which may occur in the Service to the Helpdesk.

- c. The Contract for the provision of the Services is between ilicomm and the Customer. Where the Customer, utilising the Services, enters into contracts with its customers, the Customer remains responsible to ilicomm under this Contract. Any contracts the Customer has with such customers for the provision of IP or other services utilising the Services are entirely the Customer's responsibility. The Customer will:
- i. include in its contracts with its customers conditions of use equivalent to those in clause 7 of the General Terms and Conditions;
 - ii. provide a support function for the provision of support to its own customers connected to its network who must be required and directed to use this route to report all faults, queries and complaints. For the avoidance of doubt, ilicomm will have no responsibility for provision of support to the Customer's own customers. It will not by any of its acts or omissions disrupt or interfere with ilicomm's business or the business of any of ilicomm's customers business.
 - iii. If the Customer accesses the Services via a LAN, the Customer is responsible for:
 1. providing and maintaining a suitable LAN and Internet protocol ("IP") router or switch capable of interfacing satisfactorily with the Service; and
 2. configuration of the IP router.
 - iv. The Customer acknowledges that ilicomm is not responsible for providing any support whether technical or otherwise, to the Customer's LAN.
 - v. Where IP addresses are allocated to the Customer, these are for use in connection only with the Services and all rights in those IP addresses belong to ilicomm. The Customer cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Contract is terminated for any reason the IP addresses will revert to ilicomm.

5. ACCESS AND SITE REGULATIONS

- a. To enable ilicomm to carry out its obligations under this Contract the Customer will provide ilicomm employees, and anyone acting on ilicomm's behalf, who produces a valid identity card, with access to any Site or any other premises outside ilicomm's control at all reasonable times. ilicomm will normally only require access during its Working Hours but may, on reasonable notice, require the Customer to provide access at other times. ilicomm may agree to work outside its Working Hours, but the Customer must pay ilicomm's additional charges for doing so.

- b. ilicomm employees and anyone acting on ilicomm's behalf will observe the Customer's reasonable Site regulations (or regulations pertaining to the relevant premises) as previously advised in writing to ilicomm. In the event of any conflict between the Site (or relevant premises) regulations and this Contract, this Contract will prevail.
- c. ilicomm and the Customer will meet each other's reasonable requirements for the safety of people on any Site (or relevant premises).

6. CONNECTION OF EQUIPMENT TO THE SERVICE

- a. The Customer must ensure that any equipment connected to or used with the Services is connected and used in accordance with any applicable instructions, safety and or security procedures.
- b. The Customer must ensure that any equipment, which is attached (directly or indirectly) to the Services, is technically compatible with the Service and approved for that purpose under any relevant legislation.

7. Ilicomm EQUIPMENT

- a. Where ilicomm needs to install ilicomm Equipment at a Site to enable ilicomm to provide the Service, the Customer will prior to installation:
 - i. prepare the Site in accordance with ilicomm's reasonable instructions, if any;
 - ii. make available a suitable place and conditions for the ilicomm Equipment; and
 - iii. provide at no charge to ilicomm sufficient electricity to power the ilicomm Equipment.
- b. After installation is completed it is the Customer's responsibility to restore the condition of the Site, including any re-decorating that may be required.
- c. The Customer is responsible for the ilicomm Equipment and must not add to, modify or in any way interfere with the ilicomm Equipment, nor allow anyone else (other than someone authorised by ilicomm) to do so. The Customer will be liable to ilicomm for any loss of or damage to the ilicomm **Equipment, except where such loss or damage is due to fair wear and tear or is caused by ilicomm, or anyone acting on ilicomm's behalf.**

APPENDIX 2 – CONNECTIVITY SERVICE LEVEL AGREEMENT (“SLA”)

In addition to the General Terms and Conditions, the Customer’s use of the Connectivity Services is subject to the following SLA Terms:

4. DEFINITIONS

In this Appendix, the following supplemental definitions will apply in addition to those in the General Terms and Conditions:

“Contractual Delivery Date” or “CDD” means the date on which ilicomm is to complete installation of the Service or such later date as may be agreed in writing. The CDD for installations requiring major construction work will be as agreed with the Customer.

“IP” means the method or protocol by which data is sent from one computer to another on the Internet.

“IP Transit” means a service of allowing network traffic to cross a computer network, usually used to connect a smaller Internet service provider to the larger Internet.

“Latency” means the round-trip transmission time between defined points in the ilicomm Network.

“MPLS” means multiprotocol label switching which is a type of data-carrying technique for high-performance telecommunications networks.

“Off-net” means the Service is not exclusively provided via the already connected ilicomm MPLS network and is subject to third party service level agreements.

“On-net” means the Service is provided exclusively on the already connected ilicomm MPLS network without the need for any third party connectivity to be provisioned.

“Ticket Number” means a reference number provided by ilicomm to a Customer reporting an Outage.

5. ilicomm COMMITMENT

ilicomm will provide the relevant Services in accordance with this SLA.

If ilicomm fails to meet the levels of service set out in paragraph 3 of this SLA, we will issue the credits in accordance with this SLA.

6. TECHNICAL SUPPORT & MONITORING

ilicomm will monitor all key components used in the delivery of the Services 24 hours a day, 7 days a week, 365 days a year.

ilicomm will provide technical staff during normal working hours however back-office technicians in the operations department will provide engineering management 24 hours a day 7 days a week 365 days a year. A telephone number will be available for the Customer to report faults during normal business hours. Email support will also be provided, but should not be used for emergencies.

7. SLAs

a. Installation

- i. ilicomm agrees to install the Service by a CDD. If the Customer requests a change to the specification of the Service before provision is complete, the date by which ilicomm agrees to provide the Service to the new specification will become the CDD.
- ii. Service is installed once ilicomm provides all of the required equipment in order for the Service to be fully operational for the Customer.

8. Response Guarantee

ilicomm will respond to any support requests made via the telephone or a support ticket within the following timeframes:

Severity Level	Example	Response Time
Critical	Services have gone offline and you require immediate assistance.	30 minutes
Urgent	Services are not functioning as normal or are running with degraded performance.	2 hours
Standard	Services are functioning normally, but you require assistance or have general support query.	8 hours

9. Service Availability

10. ilicomm aims to provide the Service with a target of 100% availability at all times, subject to the terms of this Contract.

11. If there is an Outage, based on ilicomm’s data, the Customer’s sole remedy is that ilicomm will apply a reduction to the Customer’s equivalent monthly rental charges for the individual service affected as follows, provided the Customer reports the Outage and claims for a reduction to the rental charge in accordance with clauses e. iii and e. iv below:

12. For On-net services (includes IP Transit and MPLS connectivity between on-net locations):

Number of hours of Outage (Rounded to nearest hour)	Percentage reduction in equivalent monthly rental charges
Up to 3 hours	0%
3 hours to 24 hours	3% per hour
Over 24 hours	100%

13. For Off-net services:

Number of hours of Outage (Rounded to nearest hour)	Percentage reduction in equivalent monthly rental charges
Up to 8 hours	0%
8 hours to 48 hours	2% per hour
Over 48 hours	100%

- i. where the Customer has taken a resilient option and experiences an Outage, ilicomm, in accordance with this paragraph, will apply a reduction to the rental charges on both the primary and secondary links.
- ii. The maximum amount that can be claimed in any one month is 100% of the equivalent monthly rental charges for the individual service affected.
- iii. The Customer should report an Outage within two days of experiencing the Outage by telephone on 0121 289 3661 and ilicomm will provide the Customer with a Ticket Number.

- iv. Once ilicomm verifies an Outage (including network latency as described in Clause 4 of this Service Level Agreement), claims quoting the relevant Ticket Number must be made no later than the 28th day of the next month quoting the relevant Customer reference number by e-mail to noc@ilicomm.co.uk.

14. Network Latency

- i. ilicomm agrees to provide the Services with a Latency commitment subject to the terms of this Contract.
- ii. Latency is determined by ilicomm calculated upon the average round-trip transmission measurements taken in 10-minute intervals during a calendar month.
- iii. Latency commitment is applicable to the UK core network connection and to the transatlantic network connection. Please see table below for details:

Connection	Distance covered	Average round-trip Transmission time
UK Core Network Connection	Between an ilicomm selected PoP in the ilicomm Network and ilicomm’s designated routers within the ilicomm Network in the UK.	20 milliseconds or less
Transatlantic Network Connection	Between an ilicomm selected PoP in the ilicomm Network and ilicomm’s designated transit routers at each end of the transatlantic link.	95 milliseconds or less

5. SPECIFIC EXCLUSIONS

This Service Level Agreement will not apply where:

- a. the failure of the Services is a result of any suspension of the Services under the provisions of this Contract;
- b. the incident is due to a fault on the Customer's network or own equipment configuration, on the Customer's side of the NTE;
- c. a fault on ilicomm network is due to action taken by the Customer;
- d. faults and delays in the delivery of the Service reported by the Customer are not observed or confirmed by ilicomm;
- e. disruptions occur within a pre-notified engineering works window;
- f. a Customer access fails due to suspension of the Services for breach of Contract by the Customer;
- g. Under no circumstances will ilicomm be liable for any Outage or any other disruption or interruption to the Services to the extent caused by any sabotage, terrorism, cyber-attack or unauthorised penetration of systems (except to the extent that the Customer has specifically purchased services from ilicomm to mitigate such risks and such risks should reasonably have been so mitigated by that service), including without limitation:
 - i. so called "denial of service" (DoS or DDoS) attacks;
 - ii. unauthorised access to third party accounts or to the services of other customers of ilicomm;
 - iii. dissemination of computer viruses; or
 - iv. disruptions to building management, network, SCADA or DCIM systems and other attacks on physical systems caused by unauthorised access of ilicomm).

6. CREDIT STRUCTURE

- a. Credits shall be credited against the next Monthly Recurring Service Fees for Services, or where there are no such fees because the Contract or relevant Services have been terminated, shall be paid by ilicomm within 30 days of the ilicomm in writing within two (2) months of the date of ilicomm's invoice if there is a dispute concerning the application by ilicomm of this Service Level Agreement to the charges shown on the invoice concerned. Invoices will be deemed to have been accepted by the Customer as being accurate and correct if the Customer fails to notify ilicomm of any dispute in respect of the invoice within the period of two months from the date of the relevant invoice.
- b. Credits apply individually for any one independent event (or series of related events) and shall not accrue concurrently, sequentially or in aggregate as a consequence of the same event (or series of related events) across all Service levels and the highest Credit (by amount) will apply.
- c. Credits will only be issued for service affecting issues. ilicomm liability in each month is limited to 100% of the Monthly Recurring Service Fees for the directly affected Services in the month which the guarantees were not met. Credits cannot be carried over from month to month and will be subject to any of the exclusions set out above, including any scheduled maintenance or outages caused by Customer errors or omissions.
- d. Where two or more SLA's are affected by the same event (or series of related events) only one Credit shall apply. The Customer will only be entitled to receive a single Credit for all events (whether under this Appendix or in respect of any other services the Customer may subsequently order under other Appendices) which arise from the same root cause, as ilicomm shall reasonably determine.
- e. All requests for credits under this SLA must be submitted to the Customer's account manager or sla@ilicomm.com within 10 business days of the end of the month in question so the issue can be properly investigated. All e-mails sent to sla@ilicomm.com will be acknowledged within 3 business days, otherwise please resubmit the request to the Customer's account manager.
- f. ilicomm will not issue Credits in any circumstance where the Customer, their staff or any third party working on behalf of the Customer has modified any part of the Services without notifying ilicomm with the minimum of 48 hours advance written notice, or where the Customer had prior knowledge of any circumstances that may affect the normal operation of the Services and failed to pass on this knowledge to ilicomm with at least 48 hour advance written notice.

APPENDIX 3 – ACCEPTABLE USE POLICY (“AUP”)

This policy forms part of the Contract and contains guidelines on how the Customer shall use ilicomm Services. These guidelines give the Customer clear expectation as to what constitutes fair and reasonable usage. Customer acknowledges that it is bound by these guidelines as a user of the Services, in order that ilicomm can operate a reliable service for all of its Customers.

Defined terms in this Appendix 3 are as defined in the General Terms and Conditions that this Appendix 3 is appended to (“Conditions”).

1. The purposes of the AUP include:
 - a. to guarantee reliable Services to its Customers;
 - b. to guarantee the security and privacy of both ilicomm systems and networks and third-party systems and networks;
 - c. to satisfy statutory requirements;
 - d. to uphold ilicomm’s reputation as a responsible service provider;
 - e. to promote the responsible use of the Internet, and to discourage any activities that reduce the value and usefulness of internet services;
 - f. to ensure the privacy and security of individual users.
2. Conduct that violates law, regulation or the accepted norms of the internet community, whether or not expressly mentioned in this policy, is prohibited. Ilicomm reserves the right at all times to prohibit such activities including but not limited to instant termination of Services.
3. Activities that infringe this AUP include but are not limited to the following:
 - a. Fraud
 - b. Phishing
 - c. Unsolicited bulk e-mail (SPAM)
 - d. E-mail or news bombing
 - e. Usenet spamming

- f. Unauthorised access to third party accounts
 - g. Network disruptions and other hostile activities e.g. DoS and DDoS
 - h. Dissemination of computer viruses
4. As part of the Services the Customer may not publish, display or transmit any content that we reasonably believe:
- a. is illegal or unlawful;
 - b. constitutes or encourages child pornography or is otherwise obscene, sexually explicit or morally repugnant;
 - c. is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
 - d. is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
 - e. is defamatory or violates a person's privacy;
 - f. creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement bodies;
 - g. improperly exposes trade secrets or other confidential or proprietary information of another person;
 - h. is intended to assist others in defeating technical copyright protections;
 - i. infringes another person's trade or service mark, patent, or other property right;
 - j. is discriminatory in any way, including but not limited to sex, race, or age discrimination;
 - k. facilitates any activity or conduct that is or may be defamatory, pornographic, obscene, indecent, abusive, offensive or menacing;
 - l. is otherwise illegal or solicits conduct that is illegal under laws applicable to the Customer or to ilicomm;
 - m. involves any criminal offence including, but not limited to, theft, fraud, piracy, drug-trafficking, money laundering and terrorism; or to facilitate or incite violence, sadism, cruelty, self-harm or abuse, racial hatred, prostitution or paedophilia; or
 - n. is otherwise malicious, fraudulent, or may result in retaliation against ilicomm by offended viewers.

5. As part of the Services the Customer may not download, publish, distribute, or otherwise copy in any manner any text, music, software, art, image or other work protected by copyright law unless:
 - a. the Customer has been expressly authorised by the owner of the copyright for the work to copy the work in that manner; and
 - b. the Customer is otherwise permitted by copyright law to copy the work in that manner.
6. the Customer may not engage in illegal, abusive, or irresponsible behaviour, including but not limited to:
 - a. Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network;
 - b. monitoring data or traffic on any network or system without the authorisation of the owner of the system or network;
 - c. interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
 - d. use of an internet account or computer without the owner's authorisation, including, but not limited to internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning;
 - e. forging of any TCP-IP packet header or any part of the header information in an e-mail;
 - f. any conduct that is likely to result in retaliation against the ilicomm network; or
 - g. directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code, confidential information or other trade secrets from ilicomm or any of its other customers.
7. The Customer shall not do or omit to do anything that may have an adverse impact on any of ilicomm's other customers or suppliers or cause any adverse impact on the operation or resilience of ilicomm's data centres or other equipment and facilities.
8. The Customer is responsible for providing and maintaining accurate and up-to-date contact information. Providing false data e.g. contact details or fraudulently using details e.g. credit card numbers is grounds for immediate termination.
9. IRC robots or IRC sessions may not be run from ilicomm 's server accounts, without specific permission from ilicomm.

10. The Customer must safeguard their account passwords to prevent unauthorised access to their account.
11. The Customer should give ilicomm at least forty-eight (48) hours' notice of any resource intensive activities they wish to perform, so that adequate provisions can be made.
12. Any decision made by ilicomm in relation to its Services and the AUP shall be final.