

SCHEDULE 3.2 – INTERNET SERVICES

1. APPLICATION

1.1 This schedule, which contains a description of Internet Services form part of the Agreement between the Parties for the provision of Services.

1.2 Definitions and interpretations that are specific to this Schedule 3.2 are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the General Conditions.

2. SERVICE DESCRIPTION

INTERNET SERVICES

2.1 The Supplier will provide the Customer with access to the Internet Service which shall be available in a range of options from broadband and fibre to leased ethernet lines, comprising of the following options as set out in the applicable Order:

2.1.1 ADSL Broadband and Fibre Broadband

2.1.2 Broadband Back-Up

2.1.3 EoFTTC and EFM

hereinafter defined as “**Internet Services**”.

2.2 The Supplier will provide and manage the Internet Services as set out in paragraph 4 of this schedule and as set out in the Order, up to the Hub or, if the Customer does not use a Hub, up to the Network Terminating Unit (**Internet Support Boundary**).

2.3 The Supplier has no responsibility for the Internet Service outside of the Internet Support Boundary.

2.4 The Supplier makes no representations, whether express or implied, about whether the Internet Services will operate in combination with any Customer Equipment or other equipment and software.

3. CUSTOMER OBLIGATIONS

3.1 Before the Commencement Date and where applicable, during the Term of this Agreement, the Customer shall ensure that:

3.1.1 any Equipment that is connected to or is used directly or indirectly in relation to the Internet Services is;

(a) connected only by using the Networking Terminating Unit or Hub;

(b) technically compatible with the Internet Services; and

(c) will not harm or damage the Equipment, Network or any network or equipment of the Third-Party Supplier or third-party;

3.1.2 there is adequate resilience in place to protect against loss of data, service or connectivity, including appropriate secure and continuous power supply;

3.1.3 procures and maintains all internal cabling;

3.1.4 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of End User’s access to the Internet Service(s); and

3.1.5 maintain a written list of current End User’s.

3.2 On and from the Commencement Date, the Customer shall ensure the security and proper use of all valid End User access profiles, passwords and other systems administration information used in connection with the Internet Service(s) and shall:

3.2.1 inform the Supplier immediately if an End User ID or password has, or is likely to, become known to an

unauthorised person, or is being or may be used in an unauthorised way;

3.2.2 take all reasonable steps to prevent unauthorised access to the Internet Service(s);

3.2.3 satisfy the Supplier’s security checks if a password is lost or forgotten; and

3.2.4 change all passwords or other systems administration information used in connection with the Internet Service(s) if the Supplier requests the Customer to do so to ensure the security and integrity of the Internet Service(s).

4. SERVICE CONDITIONS

BROADBAND

4.1 The Supplier shall provide the Customer with one of the following Broadband services in accordance with the details set forth in the Order;

4.1.1 ADSL Broadband

4.1.2 Fibre Broadband

4.1.3 FTTP

hereinafter defined as “**Broadband Services**”.

4.2 The Supplier shall provide Broadband Services using a Customer’s pre-existing Access Line(s) or a dedicated fibre connection (e.g. FTTP) up to the Internet Support Boundary, variants of Broadband Service are further described on the Supplier’s website at www.chessict.co.uk;

4.3 The Customer’s Access Line(s) may be provided by the Supplier or by a Third-Party Supplier and the Customer must be the account holder or have written authority from the account holder to use the Access Line(s) for the Broadband Services.

4.4 Where the Customer ceases to have an Access Line(s) for whatever reason, the Broadband Service will automatically cease, and the Customer may be liable for Termination Charges.

ETHERNET

4.5 Where applicable, the Supplier shall provide the Customer with one of the following ethernet options in accordance with the details set forth in the Order;

4.5.1 EoFTTC

4.5.2 EFM

hereinafter defined as “**Ethernet Service**”.

4.6 The Supplier shall provide Ethernet Services using a dedicated FTTP connection up to the Internet Support Boundary, variants of Ethernet Service are further described on the Supplier’s website at www.chessict.co.uk.

4.7 The Customer’s dedicated FTTP connection shall be provided by the Supplier, which is necessary for the provision of the Ethernet Service and to meet the minimum technical requirements required.

BANDWIDTHS

4.8 The achievable Bandwidths and throughput of ADSL and Fibre Broadband and EoFTTC is subject to the quality and distance from the exchange of the Access Line and other factors outside of the Supplier’s reasonable control. Therefore, the Supplier cannot guarantee that the Access Line can support the prioritised upstream and minimum downstream Bandwidths specified on the Supplier’s website.

4.9 The Customer may request a change in the Bandwidth supplied, subject to the limits of any Bandwidth Flex. Any

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Bandwidth Flex will be chargeable and will operate for a minimum period, subject to specific Internet Services.

USE OF INTERNET SERVICES

- 4.10 The Customer acknowledges and agrees that:
- 4.10.1 use of Internet Services is at the Customer's own risk and subject to any Applicable Laws;
 - 4.10.2 the Supplier shall not be liable for any loss or damage arising from any virus, trojan horse, spam or other malicious content that the Customer may receive whilst using Internet Services notwithstanding that there may be a firewall contained in the Ancillary Equipment;
 - 4.10.3 the Supplier and/or its Third-Party Supplier may take action to manage performance of the Network during periods where there is high demand, such actions may include line speed reductions/applications and protocol management;
 - 4.10.4 except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available with Internet Services will remain at all times the property of the Supplier or the Third-Party Supplier and shall be non-transferrable;
 - 4.10.5 All rights to use IP Addresses or Domain Names will cease on termination or expiration of the Internet Service;
 - 4.10.6 the Supplier does not ensure that any requested Domain Name is available from or approved for use by the applicable regional internet registry and the Supplier has no liability for any failure in the Domain Name registration, transfer or renewal process;
 - 4.10.7 all fees associated with registration and maintenance of a Domain Name will be the Customer's responsibility and the Customer shall reimburse the Supplier for any and all fees paid to any applicable regional internet registry and thereafter pay such fees directly to the applicable regional internet registry;
 - 4.10.8 the Supplier may take any reasonable measures or actions (including virus screening technology) necessary to block access to or delivery of any email which appears to be of an unsolicited nature or part of a bulk email transmission to prevent spam from entering or affecting the operation of the Supplier's business systems;
 - 4.10.9 if the Supplier considers the Customer's usage profile to be outside of its Fair Use Policy, abnormal or out of the ordinary, the Supplier shall have the right to take such action as the Supplier deems reasonably appropriate, which shall include, without limitation, restricting or suspending use of the Internet Services or increasing the Charges for the provision of the Internet Services; and
 - 4.10.10 where the Broadband Service is being used as a back-up service to the Internet Services, the Access Line must be located within 2 meters of the Network Terminating Equipment or Hub.

SERVICE FAULTS

- 4.11 The Supplier shall provide and manage the Internet Services in accordance with **Schedule 4.1 (Fault Management Connectivity)**, which sets out the Supplier's notification procedure for Service Faults together with its Service Fault Targets.

- 4.12 Service Levels specific to the Internet Services and in addition to those set forth in paragraph 4.11 above (if any) shall be set forth in paragraph 7 below and where there is a conflict between **Schedule 4.1 (Fault Management Connectivity)** and paragraph 7, the latter shall prevail.

5. INVOICING

- 5.1 The Supplier shall invoice the Customer for the Charges for the Internet Services as set out in paragraph 5.2 in the amounts specified in any Order.
- 5.2 Unless stated otherwise in an applicable Order, the Supplier shall invoice the Customer monthly (depending on billing period) for:
- 5.2.1 Installation Charges, on or after the Commencement Date for any work carried out
 - 5.2.2 Recurring Charges, except Usage Charges in advance on the first day of the relevant billing period (for any period where the Internet Service is provided for less than the relevant billing period, the Recurring Charges will be calculated on a daily basis);
 - 5.2.3 Usage Charges, in arrears on the first day of the relevant billing period, calculated at the then current rates;
 - 5.2.4 any Charges for Hardware, which shall apply from the date of delivery of such Hardware;
 - 5.2.5 any Termination Charges upon termination of the Internet Service.
- 5.3 The Supplier may also invoice for the following Charges in addition to those set out in the Order;
- 5.3.1 investigating a Service Fault where no Service Fault is found or is caused by something which the Supplier is not responsible for under this Agreement;
 - 5.3.2 commissioning the Internet Service outside of Normal Working Hours;
 - 5.3.3 restoring the Internet Service if the Internet Service has been suspended in accordance with clause 7 of the General Conditions;
 - 5.3.4 cancelling Internet Service in accordance with clause 8 of the General Conditions; and
 - 5.3.5 any other charges set out in the Order or the Tariffs or as otherwise agreed; and including but not limited to charges for (i) providing paper invoices, (ii) late payment fees (iii) dishonoured payments and (iv) payment processing fees.

- 5.4 Where a Customer is a Small Business Customer and the Supplier has varied the Charges in accordance with clause 6.9 of the General Conditions and such change is deemed to be to the Customer's material detriment, the Customer may terminate this Agreement in accordance with paragraph 6.4.1 below.

6. TERMINATION

- 6.1 This paragraph 6 is supplemental to clause 8 of the General Conditions and in the event this paragraph 6 conflicts with clause 8 of the General Conditions, this paragraph shall take precedence.
- 6.2 The Customer may terminate the Ethernet Services by giving the Supplier not less than ninety (90) days and no more than one hundred and twenty (120) days written notice for convenience before the end of the Minimum Term or Successive Term.

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- 6.3 Where a Customer is a Small Business Customer, the Agreement shall terminate upon expiry of the Minimum Term and for the avoidance of doubt shall not be renewed automatically under clause 2.1 of the General Conditions for a Successive Term.
- 6.4 Where a Customer is a Small Business Customer, they shall have the additional right to terminate the Broadband Services in the following circumstances:
- 6.4.1 by giving the Supplier notice of its objections, where the Supplier provides thirty (30) days' notice of any proposed amendments to the terms and conditions of the Agreement in accordance with clause 16.2 of the General Conditions and such changes are likely to cause material detriment to the Customer; or
- 6.4.2 within the Transferring Period.
- 6.5 If a Customer terminates the Agreement pursuant to paragraph 6.3 or 6.4 above, the Customer shall not be liable for any Termination Charges.
- 6.6 Notwithstanding paragraph 6.4, the Customer shall be liable to pay Termination Charges to the Supplier in accordance with clause 8.7 of the General Conditions, where the Agreement is terminated within the Minimum Term or any Successive Term.
- 6.7 The Supplier may terminate this Agreement if the Supplier is unable to connect the Customer to the Internet Services, due to the Customer not meeting its obligations set forth in paragraph 3.1 or any circumstances which are outside of the Supplier's reasonable control.

7. SERVICE CARE LEVELS

- 7.1 The Supplier shall use reasonable endeavours to repair a Service Fault in accordance with the Service Care Level the Customer has purchased from the following options:

BROADBAND	BT Target SLA	TTB Target SLA
Standard Care	40 (clock hours)	48 (clock hours)
Enhanced Care	20 (clock hours)	24 (clock hours)

- 7.2 The Customer may upgrade its Service Care Level at an additional charge as set out in the Supplier's current Tariffs.
- 7.3 Where the Supplier fails to meet the applicable Service Care Level, the Customer may, subject to **Schedule 4.1 (Fault Management Connectivity)**, make a one-off claim for a Service Credit.
- 7.4 The Supplier's liability under this paragraph to pay Service Credits to the Customer shall be the maximum liability of the Supplier and the Customer's sole financial remedy for failure to meet Service Care Levels.

ANNEX 1 - DEFINITIONS

Access Line means a telecommunication circuit, usually an analogue line required before an overlay service such as ADSL, Broadband, FTTC can be delivered;

Access Service means services providing Internet connectivity with speeds from 2Mb/s to 10Gb/s and access is available via ADSL, SDSL and Ethernet;

ADSL means symmetric digital subscriber line, which allows for higher downstream Bandwidth and lower upstream Bandwidth while enabling use of the same circuit for concurrent Voice Services;

Bandwidth means the amount of data traffic measured in bps (bits per second) across the Internet;

Broadband Service means an internet Access Service available in a range of options and delivered over a compatible Access Line as further defined in paragraph 4.1 above;

Domain Name means a readable name on an Internet page that is linked to a numeric IP Address;

EFM means ethernet in the first mile which is an ethernet connection from the Customer's premises to the Network over Local Loop Unbundling bonded copper pairs;

End User means anyone who is permitted by the Customer to use or access the Internet Services;

EoFTTC means Ethernet over FTTC;

Ethernet Service a broadband internet technology, with high speed data connectivity to cope with data-intensive applications such as multiple IP voice lines, VPN and LAN connectivity, which can provide a dedicated connection to the Internet via a Leased Line;

External Move means any move requiring the Internet Services to be relocated to a different building from its current termination point, or where deemed appropriate, at the point of survey or at the sole discretion of the Supplier;

FTTC means fibre to cabinet, which uses fibre infrastructure throughout the Network, including exchange to the cabinet, and then copper from cabinet to the premises;

FTTP means fibre to the premises, which uses fibre infrastructure throughout the Network and from the exchange direct to the premises;

General Conditions means the Supplier's standard terms and conditions for the provision of the Services as set forth on the Supplier's website at www.chessict.co.uk and which forms part of this Agreement;

Hub means a router provided by the Supplier or Third Party Supplier that is compatible with the Internet Service, which is Ancillary Equipment for the purposes of this Agreement;

Installation Charges means those Charges in relation to installation of the Internet Services or any Customer Equipment, Hardware or Ancillary Equipment as applicable;

Internet means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide;

Internet Protocol or **IP** means a communication protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data;

Internet Services means the services set forth in this Schedule 3.2, including the provision of a Broadband Service, Ethernet Service or a Leased Line;

IP Address means a unique number on the Internet or a network card or controller that identifies a device and is visible by all other devices on the Internet;

Local Loop Unbundling means the regulatory process of allowing multiple Third Party Supplier to use connections from the exchange to the Customer's premises;

Network means a Third Party Supplier telecommunications and data network providing connectivity to the Internet Services;

Network Terminating Equipment means the Hub used to provide the Internet Services, either at the point of connection between the Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit;

Network Terminating Unit means the socket where the Customer's wiring, equipment or existing qualifying voice and data service is connected to the Network;

Recurring Charges means the Charges for the Internet Services or applicable part of the Internet Services that are invoiced repeatedly in every billing period as set out in the Order (e.g. Broadband Services);

SDSL means asymmetric digital subscriber line, which is similar to ADSL but provides the same Bandwidth in both directions;

Service Care Levels means the repair options as set forth in paragraph 7 above;

Service Fault and Service Fault Targets have the meaning given to them in **Schedule 4.1 (Fault Management Connectivity)**;

Termination Charge means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, in accordance with clause 8.7 of the General Conditions and as set out the Order, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waived one-off charges and/or Installation Charges;

Transfer Period means a period of 10 Working Days which starts after the Working Day on which notification has been given requesting a Line to be transferred to or from the Supplier;

Usage Charges means the Charges, if any for the Internet Services or applicable part of the Internet Services that are calculated by multiplying the volume of data that the Customer has used or incurred in a billing period with the relevant Tariff (e.g. data usage or data over usage);