

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

SCHEDULE 3.2 – INTERNET SERVICES

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 This paragraph is supplemental to clause 6 of the General Conditions and in the event of express conflict this paragraph 5 shall take precedence. 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 and as varied pursuant to the Agreement.
- 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 The Supplier reserves the right to apply a price increase to the Charges each calendar year except where the Supplier has agreed otherwise with the Customer in writing. The Supplier will notify the Customer when the price increase applies for each Service by email, on the Customer's invoice, the Chess Customer portal and/or on its website www.chessICT.co.uk. The increase will be rounded up to the nearest whole pence and calculated by multiplying the existing Charges by a percentage comprised of i) the Retail Price Index ("RPI") rate figure published by the Office of National Statistics in January of that year (ignoring any negative figures), plus ii) 3.9%. If the RPI figure is negative in the year the Supplier will only increase Charges by 3.9%. This paragraph 5.4 is without prejudice to clause 6.10 of the General Conditions and as such shall not be deemed superseded.

SCHEDULE 3.2 – INTERNET SERVICES

6. TERMINATION

- 6.1 This paragraph 6 is supplemental to clause 2 and 8 of the General Conditions and in the event this paragraph 6 conflicts with clause 2 and 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.
- 6.3 Where a Customer is a Microenterprise or Small Enterprise Customer or a Non-for-Profit Customer, upon expiry of the Minimum Term, the Minimum Term shall not automatically renew pursuant to clause 2.1 of the General Conditions. The Agreement shall continue until such time such Customer provides not less than thirty (30) days' notice to terminate the Agreement save that where the Agreement relates to Ethernet Services the Customer shall be required to provide not less than ninety (90) days written notice to terminate. Use of the Internet Services following expiry of the Minimum Term will be subject to the Supplier's standard published Tariffs.
- 6.4 Where a Customer is a Microenterprise or Small Enterprise Customer or a Non-for-profit Customer, they shall have the additional right to terminate the Agreement in the following circumstances:
- 6.4.1 by giving the Supplier notice within thirty (30) days of the date the notice from the Supplier of proposed amendments to the Charges in accordance with clause 6.10 and/or 16.1 of the General Conditions is received and where such changes are likely to cause material detriment to the Customer; or
- 6.4.2 within the Transferring Period.
- For the avoidance of doubt, the Customer shall not have a right to terminate the Agreement pursuant to clause 6.4.1 where the Supplier varies the Charges pursuant to paragraph 5.4.
- 6.5 Where the Supplier provides notice of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or 16.1 of the General Conditions and the Customer does not provide notice to terminate within thirty (30) days in accordance with paragraph 6.4.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 6.4.1. The Customer's continued use of the Services shall be deemed acceptance if such changes.
- 6.6 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.
- 6.7 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.
- 6.8 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.

8. BROADBAND ASSURANCE

- 8.1 Where specified in the Order, the Supplier shall provide the Customer with Broadband Assurance as detailed in this paragraph 8. Broadband Assurance shall only apply to the Broadband Services as stated in the Order or as otherwise agreed by the Supplier.
- 8.2 Unless otherwise stated in the Order, the monthly Charges for Broadband Assurance are as stated in the Supplier's applicable Tariffs.

FAULT MANAGEMENT

- 8.3 Chess will provide for Fault Management for one (1) Service Fault per calendar year which falls outside the Internet Support Boundary and in such circumstances the Customer shall not be liable for any charges imposed on to the Supplier by BT Openreach where no fault is found by Openreach or on any Openreach equipment.
- 8.4 Fault Management will be provided in accordance with Schedule 4.1 (**Fault Management Connectivity**).
- 8.5 The Customer must provide timely site access for engineers procured or engaged by the Supplier or BT Openreach in relation to the Service Fault.
- 8.6 The Customer must carry out the Supplier's prescribed Initial Checks when requested to do so and accepts that failure to do so will delay resolution of the Service Fault, and that the Service Fault Target shall not apply where the Supplier Initial Checks have not been completed as requested.

REPLACEMENT ROUTER

- 8.7 Where the Supplier provides Fault Management in accordance with **Schedule 4.1 (Fault Management)** in relation to a Service Fault and reasonably determines that the Customer's router has failed, the Supplier will dispatch a replacement router free of charge in accordance with paragraph 8.7 to 8.11 provided the Customer router is not a Draytek router.
- 8.8 The Customer must carry out the Supplier's prescribed Initial Checks when requested to do so and accepts that failure to do so will delay resolution of the Service Fault as Chess shall be unable to determine whether the router has failed.
- 8.9 The replacement router will be shipped to the Customer's installation address for the Internet Service the Service Fault relates to for next business day delivery, provided the router request has been made by 3pm. Where a request was made after 3pm it will be deemed as having been received the following working day.
- 8.10 The replacement router will be a Supplier standard router and the Supplier shall not be obliged to provide the same make or

SCHEDULE 3.2 – INTERNET SERVICES

model as the router being replaced. The make and model of the replacement router shall be entirely at the Supplier's discretion.

- 8.11 The Supplier will provide the replacement router with its standard configuration together with the router log on/WIFI credentials. Installation and any bespoke configuration of the replacement router is the responsibility of the Customer. Should the Customer request that the Supplier undertakes installation or bespoke configuration work, the Supplier will undertake the work requested and the Customer shall be liable for the Supplier's Charges for such work as detailed in its Tariffs.

TEMPORARY 4G DISASTER RECOVERY ROUTER

- 8.12 Where the Supplier provides Fault Management in accordance with **Schedule 4.1 (Fault Management)** in relation to a P1 Service Fault on the Broadband Service which has persisted for longer than 2 Working Days, the Supplier will provide, upon request, a 4G device free of charge in accordance with paragraph 8.13 to 8.26.

- 8.13 The 4G device is being provided on a temporary basis and for use pending resolution of the Service Fault only. The Customer is responsible for arranging the return of the 4G device once the Supplier determines the Service Fault resolved.

- 8.14 The Customer must carry out the Supplier's prescribed Initial Checks when requested to do so and accepts that failure to do so will delay establishing the cause of the Service Fault and may therefore cause delay in the provision of the 4G device.

- 8.15 The Supplier will offer the Customer temporary use of the 4G device where it has determined that the Service Fault is a P1 Service Fault, it relates to the Broadband Service and it remains unresolved for more than 2 Working Days. The 4G device will only be provided where the Customer responds to expressly request that the Supplier provides it.

- 8.16 The 4G device will be shipped to the Customer's installation address for the Internet Service the Service Fault relates to for next business day delivery, provided the router request has been made by 3pm. Where a request was made after 3pm it will be deemed as having been received the following working day.

- 8.17 The 4G device will be a Supplier standard 4G device and the Supplier shall not be obliged to provide the same make or model as the router being replaced. The make and model of the replacement router shall be entirely at the Supplier's discretion.

- 8.18 The Supplier will provide the 4G device with its standard 4G broadband configuration. Installation and any bespoke configuration of the replacement router is the responsibility of the Customer. Should the Customer request that the Supplier undertakes installation or bespoke configuration work, the Supplier will undertake the work requested and the Customer shall be liable for the Supplier's Charges for such work as detailed in its Tariffs.

- 8.19 The 4G device is provided with an unlimited inclusive data allowance which is included free of charge subject to the restrictions stated in paragraphs 8.20 to 8.22.

- 8.20 The following usage is deemed inappropriate usage and is strictly prohibited:

- 8.20.1 any usage outside normal commercial practices;
- 8.20.2 any usage made via automated means;
- 8.20.3 any usage that damages or impairs the hosting network;
- 8.20.4 any usage which is considered fraudulent, abusive, illegal or a nuisance; and

- 8.20.5 data usage where users regularly tether to 12 or more devices or have more than 25GB within a single billing period.

- 8.21 The Supplier may investigate usage to ascertain whether the Customer's usage is inappropriate as detailed in paragraph 8.20. If inappropriate usage is determined the Supplier reserves the right to restrict services, adjust services or terminate the service and request the return of the 4G device.

- 8.22 The Supplier does not allow the 4G device to be used in any equipment which enables routing of calls or data (including without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment by establishing mobile to mobile call or transmission. Nor does it allow the use of any equipment which enables the sending of bulk SMS, voice or data services. The Supplier reserves the right to suspend services without notice should it believe that such equipment is being used. During suspension liability for any access charges or calls with rest with the Customer.

- 8.23 The Supplier does not offer any guarantees as to the availability or performance of the 4G device. The 4G coverage may be affected by a number of factors including the geographical area of the Customer site and the location of the 4G device at the Customer site. The 4G coverage is also dependent upon a number of other factors such as the number of users of the 4G service, maintenance and upgrades, faults from other networks, the weather or environmental factors.

- 8.24 Once the Supplier has determined that the Service Fault has been resolved and the Broadband Service restored, the Supplier will deactivate the 4G device provided. The Supplier will also contact the Customer to arrange the return of the 4G device.

- 8.25 Should the Customer fail to co-operate with arrangements to return the router following reasonable attempts by the Supplier to arrange its return, the Customer shall be liable to pay the Supplier the cost of the router as stated in the Supplier's Tariffs and the Supplier shall be entitled to invoice the Customer on that basis.

- 8.26 If the Customer wishes to retain the 4G device, the Customer will need to enter into an agreement with the Supplier for the ongoing supply of the 4G device.

SERVICE UPGRADE

- 8.27 The Supplier will, where requested by the Customer, provide a free of charge upgrade in relation to an existing Broadband Service to a FTTP, SOGFast or SOGEA service ("**New Product**") in accordance with paragraphs 8.28 to 8.36 below, provided the New Products are available at the Customer's site address.

- 8.28 The service upgrade is subject to the Customer entering into an agreement with the Supplier for the New Product. The agreement for the provision of the New Product shall include a Minimum Term equal to the remaining Minimum Term of the existing agreement with the Customer relating to the provision of the Line and/or Broadband Service being replaced or 12 months, whichever is greater.

- 8.29 The Supplier agrees to provide the New Product for the same Charges applicable to the existing Line and/or Broadband Services being provided under the existing agreement with the Customer. The Charges will therefore be the cumulative Charges of the Line and/or Broadband Services being replaced.

- 8.30 The Supplier will provide the New Product with bandwidth which it reasonably determines to be comparable to the bandwidth of the existing Line and Broadband Service.

- 8.31 The Customer may request a New Product with higher bandwidth. The upgrade and router will remain free of charge;

SCHEDULE 3.2 – INTERNET SERVICES

however, the Customer will be liable to pay Charges associated with the higher bandwidth New Product.

- 8.32 The Supplier will provide the Customer with a new router with its standard configuration free of charge. Installation and any bespoke configuration of the router is the responsibility of the Customer. Should the Customer request that the Supplier undertakes installation or bespoke configuration work, the Supplier will undertake the work requested and the Customer shall be liable for the Supplier's Charges for such work as detailed in its Tariffs.
- 8.33 Should the Customer wish to retain an existing Line in addition to taking a New Product, the existing Line will be included in the new agreement and the Charges will be equal to the Charges payable under the existing agreement with the Customer for that Line. For the avoidance of doubt, the Charges for the retained Line shall be in addition to the Charges applicable to the New Product as stated at paragraph 8.29.
- 8.34 Should the Customer require Voice Services for an existing retained Line or require Cloud Voice Service for use in conjunction with the New Product, the Customer must enter into an agreement with the Supplier for the provision Voice or Cloud Voice Services.
- 8.35 If the Customer terminates the new agreement for the New Product early for convenience or moves the Services during the Minimum Term of the new agreement, the Supplier has the right to charge the Customer the costs incurred in relation to the service upgrade as part of the Early Termination Charges payable by the Customer to the Supplier under the new agreement.
- 8.36 The Customer continues to have the option of entering into a new agreement for a New Product on different commercial terms than as stated in this paragraph 8, such as on longer Minimum Term, to obtain improved pricing.

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 means 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;

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 <https://chessict.co.uk/legal/> 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);