

CONNECTIVITY SERVICES

1. INTERPRETATION

- 1.1. In addition to the definitions set out in the MSA the following terms shall have the following meaning in this set of Service Terms:

Connectivity Services means the supply of Internet access via one or more cable connections deployed to a physical premises;

Site means a set of physical premises at which Connectivity Services are to be deployed and Installed by Netcalibre as specified in an Order Form;

2. PROVISION OF CONNECTIVITY SERVICES

- 2.1. Where Netcalibre provides Connectivity Services at a Site those Connectivity Services:
- 2.1.1. shall be provided only to the Site specified in the relevant Order Form, and the Customer undertakes and warrants that it shall not attempt (or suffer any third party to) distribute or extend such connectivity to any other premises;
 - 2.1.2. shall, unless expressly set out in the Order Form, be provided via a single point of connectivity (i.e. via a single physical wire and without any backup or alternative connectivity functionality); and
 - 2.1.3. shall, subject to the Service Levels, be restricted to the maximum bandwidth and total monthly quantity set out in the Order Form.

3. FEES AND INVOICING

- 3.1. Unless otherwise specified in the Order Form the Fees for Connectivity Services will be billed monthly in advance. Where any service is provided subject to 'burst' fees (in respect of bandwidth or total monthly quantity, as may be set out in the Order Form) then the fees for any excess shall be invoiced monthly in arrears. Netcalibre reserves the right to issue combined invoices which capture both sets of fees and/or Fees payable in respect of other Services.
- 3.2. Where any equipment is to be supplied by Netcalibre then that equipment will be set out in the Order Form along with all associated fees payable in respect of it by the Customer. Unless otherwise set out in the Order Form such fees shall be payable by the Customer in advance of dispatch of that equipment by Netcalibre.
- 3.3. Netcalibre reserves the right to increase the Fees for the provision of Connectivity Services by up to 10% by giving notice in writing to the Customer. Such increases shall take place at the commencement of the next calendar month. Netcalibre shall not give any such notice less than 14 days clear of the conclusion of a given calendar month.
- 3.4. Netcalibre reserves the right to increase the Fees for the provision of Connectivity Services forthwith by giving written notice in the event that any increase in pricing within Netcalibre's

supply chain (including for the avoidance of doubt any increase in the cost of electricity, server space, or similar) would cause the supply of Connectivity Services to cause Netcalibre to incur a financial loss. The increase in pricing shall not exceed the amount necessary to protect Netcalibre from incurring the relevant loss.

4. SERVICE LEVEL

- 4.1. The Service Levels for Connectivity Services shall be as indicated in the Order Form.
- 4.2. The maximum monthly Service Credit payable in respect of Connectivity Fees shall be as set out in the Service Level.

5. CUSTOMER DEPENDENCIES

- 5.1. The parties recognise that Connectivity Services inherently rely on physical connection points, and that such services cannot be successfully Installed and deployed without the input of skilled engineering staff. Accordingly, the Customer recognises that it will be required to grant timely and extensive access to the Site to Netcalibre's personnel and that the granting of such access shall be a Customer Dependency in respect of Connectivity Services.
- 5.2. In addition to any specific Customer Dependencies set out in the Order Form the Customer recognises that, for Connectivity Services, the following shall be considered Customer Dependencies:
 - 5.2.1. Designation by the Customer of a suitable project lead with appropriate expertise and authority to support and facilitate Netcalibre's deployment of the relevant Connectivity Services;
 - 5.2.2. Provision by the Customer of all relevant information required by Netcalibre to deploy the Connectivity Services at the premises specified in the Order Form (including, for the avoidance of doubt, providing all requested details of the Customer's IP address, clearly indicating the installation point for the Connectivity Services and directing Netcalibre's personnel to all relevant network and communications centres and connection points as they may request);
 - 5.2.3. Permitting Netcalibre's personnel (including its sub-contractors and agents) to have such access to the Customer's premises as they may require to deploy the Connectivity Services;
 - 5.2.4. Where relevant, timely payment of fees for equipment of the kind specified in clause 3.2; and
 - 5.2.5. Connecting and supplying sufficient power to all necessary router equipment (save where the Order Form expressly provides that Netcalibre is to perform the same).

6. THIRD PARTY PROVISION

- 6.1. Netcalibre reserves the right to deliver Connectivity Services (i) using a third party as a sub-contractor or (ii) in conjunction with a third party. Where this is the case it shall be specified

in the relevant Order Form and Netcalibre shall reserve the right to withhold delivery of the relevant Connectivity Services until the Customer has accepted any applicable terms and conditions of service issued by the third party.