

## Service Schedule 7 – Connectivity Services

### Additional Terms and Conditions applicable to Connectivity Services

#### 1. Interpretation

In addition to terms defined in the General Terms and Conditions, the following terms have the following meanings:

“Initial Term”	unless a different period is specified in a Contract, means twelve (12) months from the Services Start Date.
“Installation Charges”	means the Charges for installation specified in a Contract.
“MRCs”	means the recurring monthly Charges specified in a Contract.
“Services”	means: (i) the Fibre to the Cabinet (FTTC) services; (ii) the Managed MPF services; or (iii) the Managed SMPF services, to be provided by Knowall to the Client as set out in a Contract and further described in the Services Description.
“Services Description”	the description of the Services set out in the applicable product handbook, which may be accessed at [URL].
“Services Start Date”	means the date from which Knowall shall use all reasonable endeavours to ensure that the Services are available, as specified in a Contract.
“SLA”	means the service level agreement set out in the Appendix.
“Support”	means the support services described in the SLA.

#### 2. Services

- 2.1 Subject to earlier termination in accordance with the General Terms and Conditions or clause 6 below, the Contract continues until the expiry of the Initial Term and thereafter the Contract automatically renews for successive periods of 12 months (each a “Renewal Period”) until either party gives written notice of termination to the other party not less than thirty (30) days’ before the end of the Initial Term or the end of any Renewal Period, in which case the Contract expires at the end of the Initial Term or such Renewal Period (as applicable).
- 2.2 If Knowall (at its discretion) agrees to delay the Services Start Date at the Client’s request, or the Services Start Date is not met as a result of the Client’s delay or failure to fulfil its obligations under the Contract, the Charges for the Services shall still be payable from the Services Start Date for that Service unless otherwise agreed in writing by the parties.
- 2.3 The Services Start Date shall be fixed, except:
- 2.3.1 if changed by agreement between the parties; or
  - 2.3.2 if revised by Knowall in accordance with clause 2.5; or
  - 2.3.3 where a delay is caused by the Client (including a delay by the Customer to provide information or assistance in accordance with clause 2.8); or
  - 2.3.4 where a delay is caused by a failure or delay in obtaining any necessary wayleave consent(s); or
  - 2.3.5 where a delay is due to an event of Force Majeure,

in which case the Services Start Date shall automatically be extended by a reasonable period and, in the case of clause 2.3.2, the Installation Charges may be increased by a reasonable amount having regard to the additional costs and expenses incurred by Knowall or its supplier.

- 2.4 Knowall has the right to cancel a Contract prior to the Services Start Date or within a reasonable period of time thereafter where:
  - 2.4.1 the Services cannot be delivered to, or installed at, a Site due to a geographic, practical or technical restraint; or
  - 2.4.2 the cost of providing or installing the Services at a Site is materially higher than the usual cost of providing the Services to an end user and the Client does not agree to pay any additional Charges requested by Knowall.
- 2.5 Knowall has the right to withdraw or change the Services, and to terminate or vary any affected Contracts for all customers, to:
  - 2.5.1 comply with any Applicable Laws or safety requirement; or
  - 2.5.2 take into account the withdrawal of or a significant change to the technology used to provide the Services.
- 2.6 In relation to any withdrawal or change under clause 2.5, Knowall will:
  - 2.6.1 give the Client not less than three months' notice, unless made to comply with a regulatory or mandatory change when Knowall shall give as much notice as reasonably practicable; and
  - 2.6.2 use reasonable endeavours to avoid any material adverse impact on the nature or quality of the Services or any material increase in the Charges.
- 2.7 Where the Services are withdrawn, Knowall may offer equivalent or better Services with the same Charges. Knowall will be obliged to do so in respect of any affected Contract within the Initial Term where the Services are withdrawn under clause 2.5.2 and pay the Client's reasonable demonstrable third party costs of moving to the replacement Services, up to a maximum of the MRCs payable in respect of the remainder of the Initial Term. Where such equivalent or better Services has lower Charges, Knowall may allow the Client to benefit from such reduction, if the Client agrees to pay the costs of moving to the equivalent Services.
- 2.8 The Client shall provide such information and assistance in connection with the installation of the Services as Knowall or its supplier may from time to time reasonably require.

### **3. Client's obligations**

- 3.1 The Client undertakes to use the Services in accordance with:
  - 3.1.1 the terms and conditions of the Contract and any Applicable Laws applicable to the Client 's use of the Services; and
  - 3.1.2 any reasonable operating instructions as may be notified in writing to the Client by Knowall or its supplier from time to time.
- 3.2 The Client is responsible for the security of their use of the Services including protecting all passwords, backing-up all data, employing appropriate security devices, including virus checking software, and having suitable disaster recovery processes in place.
- 3.3 The Client will not, and will procure that each User will not, use the Services to:
  - 3.3.1 send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;
  - 3.3.2 download, possess or transmit in any way, illegal material;
  - 3.3.3 engage in criminal, illegal or unlawful activities;
  - 3.3.4 breach or infringe the rights or property of any person, including rights of copyright and any other Intellectual Property Rights, privacy or confidentiality;

- 3.3.5 intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data; or
  - 3.3.6 artificially inflate traffic, send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount that the Client or End User knows or ought reasonably to know will have a material adverse effect on the Knowall Network (or any part of it) or Knowall' customers.
- 3.4 The Client indemnifies and promises to pay on demand Knowall and its supplier for any settlement paid by, damages awarded against and reasonable legal costs and expenses suffered or incurred by Knowall and/or its supplier arising out of or in connection with any claim made or threatened against Knowall and/or its supplier by a third party arising out of or in connection with the client's breach of this clause 3 (whether as a result of the Client's or Users' acts or omissions).

#### **4. Charges**

- 4.1 Knowall shall issue invoices for:
- (a) the Installation Charges in arrears; and
  - (b) the MRCs monthly in advance .
- 4.2 Subject to clause 6.2, except where otherwise agreed in a Contract, Knowall may vary the Charges at any time by giving the Client notice to reflect changing arrangements with any third party supplier or changing legal, regulatory or business requirements. The revised Charges will apply to all Services provided after the effective date of the notice of change. Where such change is to the Client's material detriment, Knowall will give the Client not less than one month's notice in writing.

#### **5. Warranties**

- 5.1 Knowall warrants that the Services will perform in all material respects in accordance with the Services Description.
- 5.2 If Knowall fails to meet the warranty set out in clause 5.1, then Knowall will refund the Charges paid by the Client in respect of the period in which the Services failed to perform in accordance with the Services Description.

#### **6. Termination**

- 6.1 The Client may terminate a Contract (or where applicable a Connection), by giving notice in writing to Knowall if changes pursuant to clauses 2.5, 2.7 or 4.2 operate to the Client's material detriment.
- 6.3 For the purposes of the Contract, the Cancellation Charges are:  
[CHECK PRODUCT TERMS]  
The Client acknowledges and agrees that the Cancellation Charges are based upon Knowall's revenue expectation as reflected in the Charges and is compensatory in nature and not a penalty or unconscionable.

## APPENDIX SLA

### 1. Helpdesk

1.1 Knowall will provide:

1.1.1 guidance and best practices for use of the Services; and

1.1.2 technical support to resolve any issue arising in connection with the use of the Services (“Incident”), between 08:30 and 18:00 on Business Days.

1.2 The Client can request support from Knowall in relation to an Incident:

1.2.1 by email at [support@knowall.net](mailto:support@knowall.net); or

1.2.2 by telephone on [TELEPHONE NUMBER].

1.3 The Client acknowledges that Knowall will have no obligation to provide support in respect of any Incident caused by:

1.3.1 the improper use of the Services by the Client; or

1.3.2 any alteration to the Services made without the prior consent of Knowall,

and that any support or other assistance provided in relation to an Incident which falls within this clause will be chargeable by Knowall at its then-current professional services rates.

### 2. Response times

2.1 Knowall will give each Incident a severity status in accordance with the following table:

Severity status	Criteria
Priority 1 – Global Critical	Global Issues, eg major server issues.
Priority 2 – Critical Local	Local User Issues, eg User unable to access services
Priority 3 – Local	Administration Issues, eg configuration changes, adding additional resources

2.2 Knowall will use all commercially reasonable efforts to respond to Incidents in accordance with the following table:

Severity status	Remote response	Onsite response
Priority 1– Global Critical	Five (5) minutes	As agreed
Priority 2– Critical Local	One (1) hour	As agreed
Priority 3 – Local	Four (4) Business Hours	N/A