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CONNECTIVITY AGREEMENT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Contract, unless the context otherwise requires, capitalised terms shall have the meanings set out below.

- "**Annex**" means any one or more of the annexes to this Contract (namely, the IC Fortigate Support, the Service Level Agreement and the IP Transit annex), which have been quoted for and applicable to the Order.
- "**CDR**" means the committed data rate and is the capacity specifically reserved through the network core either between connections or to the IP transit carrier / peering point within the IC network when used for IP transit
- "**Contract**"means the contract between IC and the Customer for the supply of Package in accordance with these terms and conditions, the applicable Annexes, the Quotation, the Order and any attachments thereto.
- "**Commencement Date**" means the date when the Services are activated and begin to be provided to the Customer by IC.
- "**Customer**" is the company, firm or individual who purchases Package from IC.
- "**Ethernet**" means an ethernet service provided by IC and delivered from or via an IC point of presence or POP or its nominated supplier.
- "**Excess Construction Charges**" means any charges stated in the Order to cover the additional cost and expense of IC and/or third parties providing extra works or services or dealing with situations where the cost and expense of p the Service is more than that normally incurred by IC including any extra costs of IC and/or any third parties providing additional infrastructure or construction work (such as cabling, duct, administration costs and similar) at the Cus sites or otherwise at the request of the Customer or required in order to provide the Package.
- "**Force Majeure Event**" means any circumstance or matter that is not in a party's reasonable control including acts of nature such as flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack or thre terrorism, civil war, civil commotion or riot, war, threat of or preparation for war, armed conflict; suspected, existing or the imposition of sanctions, embargos or breaking off of diplomatic relations; nuclear, chemical or biological cont or sonic boom; any law or any action taken by a government or public authority, including quarantine or lockdown measures, imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; non-availability or delay with transport or shipwreck; adverse weather including the impact of lightening striking the customer's premises or other damage caused by external power surges; breakdown with machinery; wireless interference, failure of general internet services or systems (such as domain names, routers) which affect a number of other providers, any labour or trade dispute, strike, industrial a lockout (whether involving its own employees or those of another) and difficulties obtaining workers; non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this cla interruption or failure of utility service such as electricity or telephone service.
- "**Goods**" means the goods, products, hardware or equipment (such as routers, firewalls, modems and/or cables) or any part of them and any software or computer programs that IC sells or licenses to the Customer as set out in the Orc
- "**IC**" means Internet Central Limited as a provider of Internet and other information technology services registered in England and Wales with company number 03079542 whose registered office is at Ivy House Foundry, Hanley, Stok Staffordshire ST1 3NR.
- "**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trad goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secr other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world in or associated with the Package.
- "**Loan Equipment**" all products and materials (excluding the Goods) which is the property of IC and which is provided on loan to the Customer by IC for the purpose of the Customer receiving the Services.
- "**NTE**" means network termination equipment supplied by IC or its nominated supplier for connecting into the network or using the Service.
- "**Order**" means the Customer's completed order form, or order forms if more than one site, (which is attached to the Quotation) for the Package and incorporates these terms and conditions.
- "**PDR**" means the peak data rate and is the maximum speed as defined by the physical circuit supplied or the maximum capped rate purchased.
- "**Package**" means the package of Services and Goods supplied or to be supplied to the Customer by IC at the site or sites specified in the Order including any deliverables set out in the applicable Annexes by the Customer and detailed Order.
- "**Quotation**" means IC's technical proposal or quotation submitted to the Customer in writing (normally by email) for the Package.
- "**Services**" mean the supply, installation and provision of internet and information technology services (such as network design, training, data centre services, consultancy services) to be provided by IC to the Customer under this Con as detailed in the Order.
- "**Service Credit**" means a pre-defined credit set out in this Contract that is applied to the Customer account in the event of certain events including repairs and provisions that exceed SLA's defined in this Contract.
- "**Service Levels**" means the service levels stipulated in the Service Level Agreement contained in Annex 2.
- "**SLA**" means the service level agreement for IC or its nominated supplier's expected standard of performance of its Services as set out in the Service Level Agreement contained in Annex 2.

1.2 Unless the context otherwise requires, words in the singular shall include the plural and vice versa. Any words following the terms including, include, included, such as or similar expression shall be construed as illustrative and shal the sense of the words, description, definition, phrase or term preceding those terms. Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

2 BASIS OF CONTRACT

a. IC will email a copy of the Quotation to the Customer. The Quotation shall not constitute an offer, and is only valid for a period of thirty (30) days from its date of issue.
b. On receipt of the Quotation, the Customer will consider, complete and/or confirm the order form contained in or attached to the Quotation. If applicable, the customer shall select the appropriate elements of the Package and return th IC for acceptance.
c. The Order submitted to IC by the Customer will constitute an offer to purchase the Package in accordance with these terms and conditions.
d. All Orders are subject to acceptance by IC and the Order shall only be deemed to be accepted when IC issues written acceptance of the Order or IC doing any act consistent with fulfilling the Order, at which point and on which date th shall come into existence. IC will aim to notify acceptance of the Order by email within a target of ten (10) business days.
e. IC will endeavour to confirm the Commencement Date with its Order acceptance which will be an estimate until the survey against clause 3 below is complete.
f. Subject to any variation agreed against clause 16d., these terms and conditions form part of this Contract to the exclusion of all other terms and conditions including any terms or conditions which the Customer purports to apply unde or other document or any which may otherwise be implied by trade, custom, practice or course of dealing.
g. If there is any inconsistency between the provisions contained in these terms and conditions and the provisions of any relevant Annex, the Quotation, the Order, these terms and conditions shall prevail.

3 PRE-INSTALLATION WORK

a. IC's nominated supplier is responsible for the fibre being delivered from the serving point of presence to the Customer's premises. The financial limit allocated to Excess Construction Charges stated in the Order is an estimate, determ IC's nominated supplier performing a desktop survey and subject to the survey being performed in accordance with clause 3b.
b. Following IC's acceptance of the Order, IC or its nominated suppliers shall perform a physical survey near and/or at the Customer's sites (including the fibre duct route between the serving exchange and the Customer's premises). The of the survey is for IC to: (i) confirm to its satisfaction that it is possible for IC to supply the Package; and (ii) determine that any details or information used by IC to determine the charges (including the Excess Construction Charges) the Order are applicable or any other terms of this Contract, whether supplied by the Customer or otherwise, are accurate and not misleading.
c. In the unlikely event that IC's nominated supplier finds any unidentified or additional costs during the survey, which would result in higher charges (including the Excess Construction Charges) than those stated in the Order, such uni and additional costs will be added to the charges stated in the Order and a revised Quotation will be issued to the Customer in accordance with the process in clause 2.
d. The Customer is permitted to cancel this Contract, without incurring any cancellation costs to IC, if the revised Excess Construction Charges are higher than the original financial limit agreed in the Order.

4 PACKAGE

a. IC shall provide the Package in accordance in all material respects with this Contract.
b. IC shall use reasonable endeavours to meet any performance and delivery dates specified in the Order, but any such dates shall be estimates only and time of performance or for delivery shall not be of the essence.
c. IC shall have the right to make any changes to the Package that are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Package.
d. IC warrants to the Customer that the Package will be provided using reasonable care and skill.
e. Unless otherwise stated in the Order, no support in respect of the Package shall be provided by IC.
f. IC exercises no control whatsoever over the content of the information passing over or using the Package and accordingly, IC shall not have any responsibility or liability whatsoever for the accuracy or quality of information obtained.
g. IC may change the Package so long as its performance is not materially adversely affected. The sorts of changes might include introducing or removing features of the Package or replacing the Service with a materially equivalent Serv
h. The Customer expressly agrees that use of the Service is at its sole risk. Neither IC nor any of its re-sellers, agents, information providers, licensers or employees make any warranty as to the results to be obtained from use of the Pacl
i. If the Customer wishes to make a change to the Package during the minimum contract term stated in the Order, the change will not be effective unless and until one of IC's statutory directors has agreed to the change in writing (inclu revised changes to the price or any other relevant terms of this Contract to take account of the change).
j. IC may change the price payable under this contract and/or any charges from time to time by giving not less than thirty (30) calendar days' notice in writing to the Customer before the change takes place.
k. The Package provided is specifically designed for general Internet access and applications including hosted telephony, multi-site E-LAN for general connectivity. The CDR of the service is 20% of the PDR. Standard traffic above the CDR will be carried at risk of under congestion.
l. The majority of the Packages that IC provides are classed as "Communications" (as defined by the Communications Act 2003) and if the Customer provides any services to a third party even if for no charge, the Customer may become communications provider and therefore become subject to the Communications Act 2003. Upon becoming a communications provider this will materially change this Contract and can also include VAT charge changes. Accordingly, the shall indemnify and hold harmless IC from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by it as a result of the Customer being classed as an actual or pote communications provider under the Communications Act 2003.
m. IC have a policy of continuous improvement and may, from time to time, add, modify or remove parts of Package. IC may temporarily disconnect Services for system maintenance or to make changes to the Package provided. Notices o will be published on the system status page on the IC website and can be subscribed to for push notification purposes. If IC make a change that requires any change to the Customers computers or systems then the Customer is respon making those changes in order to continue using the Package. IC shall not be liable for compensation or costs associated with any changes required by the Customer.
n. Any third party software (including Fortigate) and/or Goods provided or recommended by IC shall be subject to a separate contract between the Customer and the software supplier on such supplier's standard terms and conditions. Su clause 3d., no software or Goods may be returned for refund once the Order has been accepted by IC. IC has no liability whatsoever or howsoever caused or arising for any software or licences supplied by third parties and the Custom entirely at the Customer's own risk.

5 GOODS

a. The Goods (if any) are as described in the Order.
b. IC shall use its reasonable endeavours to deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after IC notifies the Customer that the Goods are ready. The time of delivery is essence. IC shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide IC with adequate delivery instructions or any other instructions that are relevant to the the Goods. If IC fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the pric Goods. IC shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide IC with adequate delivery instructions under this Contract in re the Goods.
c. If the Customer fails to accept or take delivery of the Goods then except where such failure or delay is caused by a Force Majeure Event or by IC's failure to comply with its obligations under this Contract in respect of the Goods, deliv Goods shall be deemed to have been completed at 09.00 on the fifth calendar day following the day on which IC notified the Customer that the Goods were ready and IC shall store the Goods until delivery takes place, and charge the C for all related costs and expenses (including insurance).
d. If, within fourteen (14) calendar day after IC notified the Customer that the Goods were ready for delivery, the Customer has not accepted or taken delivery of them, IC may at its sole discretion (i) resell or otherwise dispose of part or Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods; and (ii) all sums set out in the (including any set up fees, one-off costs and recurring monthly charges from Commencement Date to the end of the minimum contract term) shall be immediately due and payable from the deemed delivery date in clause 5c.
e. IC warrants that the Goods shall (i) conform in all material respects with the Order; (ii) be free from material defects in material and workmanship; and (iii) be of satisfactory quality. Where the Goods are sold with a manufacturer's wa Customer shall also comply with any terms and conditions associated with such warranty. In the event of a defect or fault with Goods that are subject to a manufacturer's warranty that occurs within a warranty period of twelve (12) m the Commencement Date (unless specified otherwise in the manufacturer's warranty documentation) the Goods should be returned to IC at the Customer's expense for return to the manufacturer. Subject to the Customer's failure to c the warranty, IC shall, at its option, repair or replace the defective Goods provided that (i) the Customer gives notice in writing within seven (7) calendar days of discovery that some or all of the Goods do not comply with the warranty given a reasonable opportunity of examining such Goods and (iii) the Customer (if asked to do so by IC) returns such Goods to IC's place of business at the Customer's cost in accordance any returns procedure. Except as provided in th IC shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in this clause.
f. IC shall not be liable for the Goods' failure to comply with the warranty if the defect arises because the Customer failed to follow IC's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the (if there are none) good trade practice; the defect arises as a result of IC following any drawing, design or other document supplied by the Customer; the Customer alters or repairs such Goods without the written consent of IC; the cu to use adequate lightening arrester/surge protection; the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; the Goods differ from the Order as a result of changes made to ensur comply with applicable statutory or regulatory standards.
g. The risk in the Goods shall pass to the Customer on delivery. Title to the Goods shall not pass to the Customer until IC has received payment in full in cleared funds of all sums due for the Package including any installation fees or simi title to the Goods has passed to the Customer, the Customer shall hold the Goods on a fiduciary basis as IC's bailee, properly store the Goods, not remove, deface or obscure any identifying mark or packaging on or relating to the Good the Goods in satisfactory and undamaged condition and keep them insured against all risks for their full price on IC's behalf from the date of delivery.
h. IC shall not have any liability whatsoever or howsoever caused or arising in connection with Goods which have been provided to the Customer on a free of charge basis or rented by the Customer.

6 SERVICE LEVELS

a. IC will use reasonable endeavours to procure a continuous high quality service in accordance with the Service Levels. If IC fails to meet the Service Levels, the Customer shall be entitled to Service Credits as the Customer's sole reme when IC's failure amounts to material and significant breach of this Contract, in which case, IC will take the value of any Service Credits given from any amount agreed as payable by IC in accordance with the dispute resolution clause awarded by a court of competent jurisdiction. The Customer acknowledges that it is technically impracticable to provide a fault free Service and IC does not undertake to do so.

b. Subject to the occurrence of a Force Majeure Event, IC will not be liable if it fails to do something under this Contract (including not carrying out any of its responsibilities, carrying them out late or not meeting any Service Levels) to t IC's failure is due to: (i) the Customer's failure to carry out any of its responsibilities or obligations under this Contract, or the Customer carrying them out late, in which case you will pay IC for any reasonable costs IC incurs as a resu Customer's failure; (ii) anyone other than IC or its nominated suppliers or subcontractors doing something, or not doing something, they need to do; or (iii) restriction or prevention by applicable law, a court order, an application for ir relief or injunction.

7 CHARGES AND PAYMENT

a. The total price for the Package shall be the amount set out in the Order. All set-up fees, one-off costs and any equipment or hire charges set out in the Order shall become due and payable on the Commencement Date, such amount to (unless stated otherwise in the Order) by the Customer within fourteen (14) calendar days of the Commencement Date. IC may revise the charges and/or the total price for the Package set out in the Order at any time provided that IC Customer not less than thirty (30) days' prior written notice.
b. Unless specifically stated otherwise in the Order, the Customer shall pay monthly in advance for recurring service charges and monthly in arrears for usage charges by direct debit in respect of any other charges.
c. The Customer shall pay any service specific registration or quarterly fees, connect time charges, international traffic charges, call charges, data usage charges or any other charges incurred by the Customer or its designated users at effect for the billing period in which those charges are incurred in connection with the Services.
d. All amounts payable by the Customer under this Contract are exclusive of value added tax (**VAT**). Where any taxable supply for VAT purposes is made under this Contract by IC to the Customer, the Customer shall pay to IC such addit amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of Services.
e. Without prejudice to any other right or remedy that IC may have, if the Customer fails to pay IC on the due date IC may charge interest on such sum from the due date for payment.
f. All payments payable to IC under this Contract shall become due immediately on termination of this Contract, despite any other provision.
g. If the Customer defaults on any payments, IC may at any time and at its sole discretion, (i) require the Customer to pay a deposit, pay any charges in advance, shorten the payment terms or provide a guarantee as security for payment invoices by the means requested by IC; and/or (ii) require the Customer to procure and provide to IC a fully executed personal guarantee for all of the Customer's obligations and liabilities under this Contract (whether present or futu one of the Customer's statutory directors or its ultimate parent company.
h. The Customer shall pay all amounts due under this Contract in full without any deduction, set-off or withholding except as required by law and the Customer shall not be entitled to accept any credit, set-off or counterclaim against IC justify withholding payment of any such amount in whole or in part. IC may, without prejudice to any other rights it may have, set off any amount owed by the Customer against any amount payable by IC to the Customer.
i. Where a Customer requires any ancillary services from IC (such as requiring IC to complete surveys, carry out tests, provide hosting or co-locating services, provide training, consultancy or support services, assist with procedures for or complete any other paperwork), IC shall be entitled to charge an hourly rate to the Customer.
j. Where a fault is reported by the Customer and engineers are despatched to the Customer's premises and the fault is determined to be within the Customer's control and responsibility, then the Customer accepts liability for the costs a with the engineer call out at the current prevailing rate from either IC or its chosen service provider. This charge will be automatically added to the Customer's account and be collected during the next billing run.

8 CUSTOMER'S OBLIGATIONS

a The Customer shall:

i. co-operate with IC in all matters relating to the Package and comply with any reasonable request IC makes to help IC provide the Package;
ii. provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by IC for it and its nominated representatives (if access is not provided, or a timely resp request for access is not given, the Customer accepts that IC shall not have any liability whatsoever for the Package not being available at the Commencement Date).
iii. provide in a timely manner any information as IC may reasonably request (including the information necessary in order for IC to collect payment via direct debit and any health and safety information) without undue delay, and ensure information is accurate and complete;
iv. be responsible (at its own cost) for promptly preparing the relevant premises for the supply of the Services in accordance with IC's instructions so that installation can take place;
v. ensure that the terms of the Order are complete and accurate;
vi. not use the Package or any part of the Package in a manner would could result in death or personal injury;
vii. comply with all applicable laws and procure that the users of the Package do so as well;
viii. obtain all the consents, licences, permissions and authorisations needed and keep them up to date so IC can provide the Package at such premises and sites, including for: 1) making alterations to buildings; 2) getting into property; 3) with local authorities, landlords or owners; 4) installing IC equipment or purchased equipment; and 5) using the Package over the Customer's network or the premises or sites;
ix. at the Customers own expense, to terminate any existing contracts with alternative suppliers following the transfer of services to IC which are similar or replaced by the Package;
x. to ensure the supplied transmission equipment remains in a suitable environment and is not disturbed and remains powered from a suitable clean power source; and
xi. keep and maintain any Loan Equipment at the Customer's premises in safe custody at its own risk, maintain the Loan Equipment in good condition until returned to IC and not dispose of or use the Loan Equipment other than in accor IC's written instructions or authorisation.

b If IC's performance of any of its obligations in respect of the Package is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligations (Customer Default):

i. IC shall without limiting its other rights or remedies have the right to suspend performance of the Package until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of a obligations to the extent the Customer Default prevents or delays IC's performance of any of its obligations;
ii. IC shall not be liable for any costs, expenses or other losses sustained or incurred by the Customer arising directly or indirectly from IC's failure or delay to perform any of its obligations as set out in this clause; and
iii. the Customer shall reimburse IC on written demand for any costs, expenses or other losses sustained or incurred by IC arising directly or indirectly from the Customer Default.

c The Customer must not use the Package for any unlawful, improper, illegal, harmful, threatening or offensive purposes. Without prejudice to any other of its rights under this Contract, in the event of a breach by the Customer of this at its sole discretion reserves the right to suspend performance of the Services or terminate this Contract with immediate effect and recover all sums due pursuant to clause 13c.

9 NETWORK TERMINATION EQUIPMENT

a. IC or its nominated suppliers shall install the NTE at the Customer's premises. The Customer shall allow and procure for IC (and any of IC's authorised representatives) access to the Customer's premises to the extent necessary for IC with its obligations under this clause.
b. On completion of the installation, IC shall conduct acceptance tests to verify that the NTE functions in accordance with its specifications and that the Service can be delivered in accordance with the provisions of this Contract. Any def shall be promptly rectified by IC and the acceptance tests shall be repeated.
c. IC shall retain ownership of the NTE at all times. The Customer shall be responsible for the risk and safe keeping of the NTE. Any NTE damaged, altered or removed either accidentally or intentionally will render the Customer liable fo of replacing the NTE.
d. The NTE is pre-programmed and locked down to IC for the sole provision of the Service. IC strictly prohibits the Customer or any of its representatives from tampering or attempting to access the NTE. Any such tampering or attempts will be logged and reported to IC's Network Operation Centre. IC shall then be entitled at its sole discretion to suspend or terminate the Package without warning and the NTE isolated to prevent any damage or loss. The Customer wil for re-instatement or removal of the NTE and any costs incurred as a result of the Customer taking such actions.

10 INTELLECTUAL PROPERTY RIGHTS

a. Intellectual Property Rights will carry on being their original owner's property whether the rights existed before this Contract or came after it. To allow the Customer to use the Package, IC shall provide to the Customer a non-transfe non-exclusive license to use the Intellectual Property Rights in the Package only for the purposes of this Contract. As well as any terms of this Contract, the Customer shall comply with any third party terms that IC makes known to the that apply to the use of the Package. The Customer will not and will ensure that any users of the Package do not, copy, decompile, modify or reverse engineer any element of the Package, or let anyone else do that, unless it is allowed IC has given you permission in writing. The licence given in this clause will last as long as IC provides you with the Package. If IC terminates this Contract the licence in this clause will automatically terminate.
b. The Customer acknowledges that the Customer's use of rights in any pre-existing Intellectual Property Rights which existed before the Commencement Date, is conditional on IC obtaining a written end-user licence (or sub-licence) of from the relevant licensor or licensors on such terms as will entitle IC to license such rights to the Customer.
c. The Customer will indemnify IC for any claims, losses, costs, expenses or liabilities brought against IC that results from or is connected with (i) the Customer's use of the Package with equipment, software or another service IC has no (ii) the Customer modifying the Package, without IC's permission; (iii) any content, designs or specifications that have not been supplied by IC or on IC's behalf; or (iv) the Customer using any of the Package in a way not permitted by Contract.

11 CONFIDENTIALITY, IC'S PROPERTY AND DATA PROTECTION

a. The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by IC or its agents and confidential information concerning IC's business or its products which the Customer may obtain except to the extent any disclosure is required at law. Information shall not be treated as confidential if it is lawfully in the public domai lawfully in the possession of the Customer before disclosure to the Customer from IC. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the pu discharging the Customer's obligations to IC, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
b. All materials, documents, Loan Equipment and tools, drawings, specifications and data supplied by IC to the Customer (excluding the Goods) shall at all times be and remain the exclusive property of IC, but shall be held by the Custom custody at its own risk and maintained and kept in good condition by the Customer until returned to IC, and shall not be disposed of or used other than in accordance with IC's written instructions or authorisation.
c. For the purposes of this Contract: (1) **Data Protection Laws** means as applicable and binding on each party, (a) the Data Protection Act 2018, (b) the General Data Protection Regulation, Regulation (EU) 2016/679 (https://www.lexisnexis.com/uk/lexispsl/tmt/docfromresult/D-WA-A-DVZ-DVZ-MsSWYWZ-UUW-UZEYAAUUW-U-U-U-U-U-U-AZWVZEYWAC-AZWWWDEUAC-CEUUBZDYY-U-U/1/linkHandler.faces? psldocinfo=Software_as_a_service__SaaS__agreement_data_protection_addendum_pro_supplier&linkInfo=F#GB#UK_EULEG#num%32016R0679_title%&A=0.7466540641018273&bct=A&risb=&service=citation&langcountry=GB), part of domestic law in the United Kingdom by virtue of section 3 (https://www.lexisnexis.com/uk/lexispsl/tmt/docfromresult/D-WA-A-DVZ-DVZ-MsSWYWZ-UUW-UZEYAAUUW-U-U-U-U-U-U-AZWVZEYWAC-AZWWWDEUAC-CEUUBZDY U/1/linkHandler.faces? psldocinfo=Software_as_a_service__SaaS__agreement_data_protection_addendum_pro_supplier&linkInfo=F#GB#UK_ACTS#sect%3%num%2018_16a%section%3%&A=0.4383791833006797&bct=A&risb=&service=citation&langcou the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time); any laws which implement, replace, extend, re-enact, cor amended any of the forgoing and (2) the following terms have the meaning given to them in the Data Protection Laws: "**Controller**", "**Personal Data**", "**Processing**", "**Processor**".
d. In respect of Personal Data received from or on behalf of the Customer, or otherwise obtained in connection with the performance of IC's obligations under this Contract, the parties agree that the Customer shall be the Controller and a Processor. Nothing in this Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.
e. IC may use the Customer's Personal Data in respect of delivering the Package and such Personal Data which may be used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) v or transferred by IC worldwide to the extent necessary to allow IC to fulfil its obligations under this Contract and you appoint IC to perform each transfer in order to supply the Package.
f. IC shall, in order to perform its obligations under this Contract, process the Customer's Personal Data in accordance with Data Protection Laws and the Customer's instructions in writing. The Customer shall ensure that all instruction to IC in respect of Personal Data shall at all times be in accordance with Data Protection Laws. IC shall implement appropriate technical and organisational security measures to safeguard the Personal Data in its possession or control Customer after becoming aware of any breach of Data Protection Laws affecting the Customer's Personal Data; and provide reasonable assistance to the Customer when responding to lawful requests from Data Subjects, to the extent practicable. The Customer confirms that it is satisfied that IC's Processing operations and level of security are suitable and appropriate for the purpose of this Contract and IC has sufficient expertise, reliability and resources to imple technical and organisational measure that meet the requirements of the Data Protection Laws.
g. Unless IC's policies or any applicable law (including Data Protection Laws) requires IC to store a copy of the Customer's Personal Data following expiry or termination of this Contract, IC will delete the Customer's Personal Data withi reasonable time period and you will reimburse IC's reasonable costs (if any) for this deletion.
h. Subject to clause 14, IC shall only be liable for a breach of the Data Protection Laws which is caused by IC Processing Personal Data under this Contract and any liability being a direct result of IC's breach of this Contract. IC shall not for any losses, claims, damages, liability and costs which are contributed to or caused by any negligence or breach of this Contract by the Customer or any instruction provided by the Customer. If a party receives a compensation clai person relating to Processing of Personal Data in connection with this Contract, it shall promptly provide the other party with notice and full details of such claim. The Customer shall indemnify, keep indemnified and hold harmless IC against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by it as a result of the Customer's negligence or breach of this Contract.
i. If IC proposes amendments to this Contract to reflect changes to IC's security measures, policies and processes to enable IC to comply with the Data Protection Laws, the Customer will act reasonably and in good faith.
j. The Data Protection Officer is the Chairman contactable through the group by phone on 01782 220000 or email to privacy@goodwingroup.com (mailto:privacy@goodwingroup.com)to whom any complaint should be made in the first in in the absence of resolution, contact should be addressed to IC's General Counsel.

12 CANCELLATION

a. If the Customer intends to cancel this Contract, the Customer shall provide IC with at least ninety (90) days' notice in writing of its proposed cancellation. The notice under this clause must be emailed to termination@IC.co.uk (mailto:termination@IC.co.uk) and accepted in writing by one of IC's statutory directors before being effective.
b. Subject to clause 3d., if IC accepts the Customer request to cancel this Contract before the end of the minimum contract term (or the new annual period if this Contract has rolled over against clause 13a.), the Customer will immediat (i) all of the remaining recurring monthly charges until the end of the current minimum period, or the new annual period if the contract has rolled over against clause 13a., and (ii) any other outstanding amounts (including unpaid con or Excess Construction Charges). Cancellation will be deemed complete on the date when the payment set out in this clause has been received in cleared funds.
c. IC shall not be liable to the Customer for any losses, costs or liabilities howsoever arising or incurred by the Customer as a result of or in connection with the Package ending and any new or replacement service from an alternative pr Customer is fully responsible for all costs and expenses in connection with any transition to such alternative provider including any overlap or timing issues relating to such transition.

13 TERMINATION

a. Subject to clause 3d., upon the termination of this Contract for any reason whatsoever, the Customer shall:
b. Either party ("**Terminating Party**") may terminate or suspend this Contract by giving written notice to the other party at any time if any of the following events occurs: (i) the other party commits a material breach of this Contract w case of a breach capable of remedy) has not been remedied within thirty (30) calendar days of the receipt by the other of a notice specifying the breach and requiring its remedy; or (ii) the other party commits the same or substantiall breaches of its obligations under this Contract more than three (3) times; or (iii) if the other party files any petition in bankruptcy, reorganisation or other relief under any law for the relief of debtors, or if a stay of proceedings is not within thirty (30) calendar days after a party is found to be insolvent, or is dissolved or liquidated, or a receiver is appointed, or application is made for the appointment of a receiver or any event analogous to those described in this cl

in relation to the other party in any jurisdiction in which that other party is incorporated, resident or carries on business; or (iv) if this Contract is suspended for more than ninety (90) calendar days in the aggregate for any reason exc
Terminating Party's default. A "**material breach**" means a breach which is not minimal or trivial in its consequences to the other party and has a serious effect on the benefit that the other party would otherwise derive from a substar
of this Contract over the term of this Contract.

c. If the Customer intends to terminate this Contract at the end of the minimum contract term, the Customer shall provide IC with at least ninety (90) days' notice in writing before the end of the minimum contract term. The notice under clause must be emailed to termination@IC.co.uk (mailto:termination@IC.co.uk). If no written notice has been provided to IC, then this Contract will roll over automatically into a new 12 month annual period which will commence on th immediately following the final day of the minimum contract term stated in the Order.
   - immediately pay for (i) all of the invoiced and outstanding unpaid amounts at the time of termination together with interest; (ii) all un-invoiced amounts up to and including the date of termination and (iii) any un-invoiced amoun remainder of any outstanding minimum contract term commitment (such as recurring monthly charges), or the new annual period if this Contract has rolled over against clause 13a.; and
   - return all Loan Equipment, any Goods or anything else which have not been fully paid for. If the Customer fails to do so, then IC may enter the Customer's premises and take possession of them. Until they have been returned, th shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

d. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach Contract which existed at or before the date of termination or expiry.

14 **LIABILITY**

a. Nothing in this Contract shall limit or exclude IC's liability for fraud (including fraudulent misrepresentation) or where and to the extent that it is otherwise not lawful for IC to exclude or limit the liability concerned.
b. Without affecting clause 14a. but notwithstanding anything else to the contrary in this Contract, IC's aggregate liability arising out of or in connection with this Contract whether for breach of contract, for breach of duty, in tort (inclu negligence), restitution, by way of indemnity or in respect of any theory of liability or cause of action or otherwise, shall be limited to a sum not exceeding the total amount paid by the Customer to IC for the affected element of the Pac 12 month period prior to the date the claim was received by IC.
c. Without affecting clause 14a., IC shall not have any liability arising out of or in connection with this Contract whether for breach of contract, for breach of duty, in tort (including negligence), restitution, by way of indemnity or in respe theory of liability or cause of action, for: (a) any indirect, special, exemplary or consequential loss or damage, or (b) to the extent not covered by (a) above, any loss of profit or anticipated profit, loss of or damage to goodwill, injury to loss of income, loss of use, loss of sales or business, loss of revenue, loss of contracts, loss of product, loss or deferment of production, wasted expenditure, loss of business opportunity, loss of savings or anticipated savings, loss of or to software, data or information, wasted management, operation or other time, third party losses, loss of use of capital, business interruption, interest or increased financing charges, rental charges or other like risks, whether or not f at the date of execution of this Contract or at any time and whether under the express or implied terms of this Contract or at law or in any other way.
d. Without affecting clause 14a., IC warrants that it shall perform the Services with the standard of skill and care expected, at the time and place of performance, of recognised suppliers performing services of a similar type and nature. warranty, express or implied, is made or intended by this Contract, by furnishing oral or written reports of findings made, or by any other act of IC. Without limiting the generality of the foregoing, IC shall not in any way be responsibl for any performance, service or process guarantees of any kind, and the parties agree there are no implied, statutory or other warranties of satisfactory quality or of fitness for a particular purpose, or warranties that may arise from tr or custom.
e. The period of IC's liability (including without limitation negligence or by way of indemnity) is one (1) year from the date the cause of action accrued.
f. The Customer acknowledges that the above provisions of this clause 14 are reasonable and reflected in the total price which would be higher without those provisions, and the Customer will accept such risk and/or insure accordingly.

15 FORCE MAJEURE

If a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Contract or otherwise liable for any or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. The corresponding obligations of the other party will be suspended and the time for performance of such extended, to the same extent as those of the Affected Party. The Affected Party shall: (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Contract; and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure E performance of its obligations. The Buyer shall continue to pay IC for any amounts which fall due under this Contract and reimburse IC for any additional costs and expenses it reasonably and necessarily incurs in connection with IC being hindered or delayed in or from performing any of its obligations under this Contract by the Force Majeure Event including the restitution of the work after the end of the Force Majeure Event. If the Force Majeure Event prevents, hinders o Affected Party's performance of its obligations for a continuous period of more than ninety (90) calendar days, either party may terminate this Contract by giving thirty (30) calendar days written notice to the Affected Party.

16 GENERAL

a. This Contract does not give rise to any rights under this Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract
b. This Contract constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, its subject matter.
c. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Cont party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract. Any samples, drawings, descriptive matter or advertising produced by IC and any desc illustrations contained in IC's catalogues, brochures or price lists are produced for the sole purpose of giving an approximate idea of the Services and/or Goods described therein and do not form part of this Contract nor have any contractu
d. No variation of or change to this Contract shall be effective unless it is in writing and agreed by both parties. IC's agreement must been made by one of its statutory directors before any variation or change is effective.
e. A waiver of any right or remedy under this Contract or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy pro this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
f. If any provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract is invalid, illegal unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
g. Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of the other party (such consent not t unreasonably withheld or delayed).
h. Any notice given to a party under or in connection with this Contract shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its pri place of business (in any other case); sent by fax to its main fax number; or sent by email to the address specified in the Quotation. Any notice shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; i pre-paid first-class post or other next working day delivery service, at 09.00 on the second business day after posting; or if sent by fax or email at 09.00 on the next business day after transmission.
i. IC shall be relieved of its obligations to supply the Package as a result of any change in any law, order, regulation or by-law (including any sanctions or export control regulations) having the force of law which have an adverse impact ability to perform its obligations under this Contract or adversely affects or relates to the Package, IC and/or the Customer in the performance of its obligations under this Contract and IC may require the Customer to negotiate in goo amendment to this Contract to alleviate the adverse impacts and if no such amendment is made to this Contract within thirty (30) days, IC may terminate this Contract.
j. The Customer agrees to release, defend, indemnify and hold IC harmless from and against all claims, losses, damages, costs (including legal and professional costs), expenses and liabilities of every kind and nature for, arising by reaso connection with this Contract or any associated Order to the extent that such claims, losses, damages, costs (including legal and professional costs), expenses and liabilities: (i) are in excess of the limitation of liability assumed by IC ir 14b.; (ii) are excluded in clause 14c.; (iii) relate to claims that were not commenced within the time required by clause 14e.; (iv) relate to the Customer's acts, omissions, breach or negligence; (v) relate to payments made or committe (such as the BT Openreach connection fees or ongoing recurring charges); and (vi) relate to any claims arising out of or in connection with any act or omission of IC carried out pursuant to the Customer's instructions and directions.
k. Time is of the essence in respect of the Customer's obligations under this Contract.
l. Any dispute arising in connection with this Contract shall be raised with IC's customer support or sales team and dealt with in accordance with IC's complaints procedure which is available on request. In the event that a dispute canno in accordance with this complaints' procedure, the parties shall attempt to settle it in accordance with the independent industry arbitrator as set out in IC's complaints procedure. The commencement of alternative dispute resolution a this clause shall not prevent the parties commencing or continuing court proceedings. Where the Customer enacts improper use of the industry arbitrator or fails to follow the complaints procedure, the Customer agrees to cover any c to IC from those parties.
m. The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and
n. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-co disputes or claims).

Annex 1 - IC Fortigate Support

Service Description

The IC Fortigate services are an ancillary support service provided by IC (**IC Support**) and are intended to complement and add additional value to the devices, equipment, products, support, services and software provided directly (**Devices**). The IC Support provide the ability for help and guidance on changes and configuration of the Customer's FortiGate product. It also provides secure offsite configuration backup and storage and reporting services to provide an the firewall(s) being deployed. The IC Support is intended to reduce the need for Customer specifically trained engineers, to lighten the Customer's IT burden and to allow for IC's trained engineers to be on hand.
The IC Support is separate to the warranty, support and licencing provided by Fortinet and all Device faults (including returns and software faults) should be raised directly to Fortinet to avoid additional time delays. As part of the IC Sup be used as first line diagnostics and provide the information to assist in the diagnosis by Fortinet and IC can optionally raise the faults into Fortinet on behalf of the Customer by request.
A prerequisite requirement for the IC Support is that the Customer accepts Fortinet's end user licence agreement and maintains a valid support and software updates agreement in place directly with Fortinet for the devices being c Customer must not use any Devices without such agreements being in place. The Customer shall indemnify, defend and hold IC harmless in respect of all loss, damages, costs and expenses howsoever incurred in relation to the Customer comply with this paragraph.

Primary Service - Services Provided

When IC Support is purchased by the Customer from IC:

- initial configuration of the Devices will be performed at an IC location prior to shipment to the Customer to aid with plug and play deployment;
- access to IC engineers for the purpose of technical guidance and configuration assistance of Fortigate firewall products by way of IC Support
- the Customer shall be added to IC's central Fortimanager platform which provides additional overlay services including:
- automatic configuration backup for rollback, hardware failure configuration restoration and disaster recovery purposes,
- alerting of failures or problems with the Devices linked to this Contract,
- monthly reporting to provide insights into the Firewall(s) performance and effectiveness,
- access to IC engineers for first line assistance in fault diagnosis. For instances where a Fault has occurred this shall be included as part of the IC Support;
- up to one (1) hour remote engineer support time per calendar month and during normal office hours is included in this package. This time is predominantly utilised supporting the various security upgrades throughout the year and co change assistance as may be required from time-to-time. If additional time is required, or support required outside normal office hours this is not included and is chargeable at £150 per hour or part thereof. In respect of timescales, IC respond to the Customer's request on the same business day confirming a suitable time slot for the support from the IC remote engineer;
- when a major firmware update is released by Fortinet for its Devices, this is not automatically rolled out by IC, but it can be done by Customer request within the IC Support. If an SSL certificate is purchased by the Customer we can i maintain this on the Devices;
- when Fortigate security updates are released, the Customer will be notified by IC to agree a time for the upgrade with the IC support team.

IC Fortinet Support - Specific

The IC Support under this Contract does not imply anything from IC other than a 'support' function and no warranties are either expressed or implied as to the effectiveness of the Devices.
In particular no warranty or liability is accepted for the security of the Devices as these are not within the control of IC. The Customer is ultimately responsible for the security of its network and acknowledges that the advice provided guidance only and will be based on training and industry practice. Neither IC nor any of its employees are liable for the quality of advice and support provided as part of the IC Support. The Customer acknowledges that no security system perfect security. The Customer also acknowledges that a Fortigate firewall is only a small element within a far wider scope that is network security and should be used in conjunction with other best practice industry solutions includ endpoint security. The Fortinet firewall is not and should never be conceived as the only security requirements for a business. Specifically, separate attention should be given to network design, and end-point security. Where connections firewall are of an encrypted nature and additional practices and technologies or features will be required to help mitigate risks of a security breaches, such as the use of SSL certificates.
The Customer acknowledges and accepts that IC is dependent upon third party suppliers (including Fortinet and its UK distributors) for the manufacture and supply of the Devices. Accordingly, and notwithstanding anything to the contrar in this Contract, IC's liability to the Customer arising out of or in connection with the Devices shall be limited to the sum total of payments received by IC from its suppliers.
The Customer further acknowledges and accepts that: **(a)** IC shall have the right, from time-to-time, to amend and/or augment the terms and conditions in this Contract to the extent its suppliers require certain terms and conditions be incl contract for the Devices; **(b)** IC is not the manufacturer and the Devices sold or supplied under this Contract are subject to a warranty with Fortinet (if any); **(c)** it shall comply with all further obligations imposed by IC's third party supplier Fortinet and its UK distributors) that apply as a condition to the supply of the Devices and **(d)** to the extent that any amounts are payable by IC's suppliers to IC arising out of or in connection with the Devices, IC shall only be liable to the C the same extent as what IC has recovered from such suppliers.

Annex 2 - Service Level Agreement

In this Annex:

- "**Clock Hours**" means
  - The start time is the acceptance of a fault and opening of a case on the IC or its nominated suppliers fault handling system;
  - Clock will run 24/7;
  - Stop time is when the fault is cleared;
  - Allowable Parked time will be excluded from the gross elapsed time.
- "**Allowable Parked Time**" means the progression of the repair outside of the control of IC or IC's supplier and / or where there is an action caused by the Customer that directly causes IC to be unable to comply with its obligations. P stops the SLA clock until the park time is cleared. Park time reason code is excluded from allowable parked time with the following exceptions:

i. Where the first available appointment is not chosen by the Customer, the time between the first available appointment and the appointment chosen will be counted as allowable parked time;
ii. "**Parked time**" the following is a list of parked time reasons;

The following parked time reason codes are included in the allowable parked time measure.

- *Appointment confirmed* - the time between an appointment being made and the actual start of the appointment slot;
- *Awaiting appointment* - the time IC is waiting for the Customer to agree an appointment date;
- *Awaiting retest* - when IC have confirmed a clear and are waiting for the Customer to retest;
- *Confirm fault cleared* - IC or their third parties have cleared the fault and are waiting for the Customer to confirm the clear
- *Awaiting downtime* - the time IC is waiting for the Customer to allow testing. The clock will be restarted when IC receive the required response from the customer;
- *No customer access* - the time where the Customer is unavailable for a visit. The clock will restart at the next agreed appointment time;
- *No customer contact* - the time where the Customer does not respond to IC;
- *Awaiting logon* - the time IC is waiting for the Customer to log on for testing;
- *Awaiting additional information* - the time IC is waiting for additional information from the Customer;
- *Customer unavailable* - when the customer has advised they are unavailable until a specified time;
- *Restricted access* - the time where the enhanced care Customer has not allowed full 24/7 access (if the Customer opts for an appointment as 24/7 access is not available then the time between the appointment being confirmed a actual appointment time will be classed as allowable parked time).

IC shall not be liable to the Customer for any losses incurred as a result (either direct or indirect) of any interruption to the Service and the entire amount payable for failures outside of the SLA shall be strictly limited to the amounts this Contract. Where an amount is not listed or an event omitted then it shall be deemed to be a Force Majeure Event and no Service Credit will be due.

Standard Service Level Availability. The following lists the service availability expected and Service Credit guidelines should any service fall below these levels. The Service Credit includes the fees or proportion thereof that is le provision of Ethernet Service only and does not include any other on-going fees for associated services or components.

Service Credit Calculation

Percentage uptime in any billing month:

- 95% and above = zero days credit
- 98% or below = 7 calendar days credit
- 95% or below = 14 calendar days credit
- 90% or below = 28 calendar days credit

These Service Credits are not applicable to breakdowns and faults which are covered in the Performance & Repair Targets section.

Performance & Repair Targets. The following table lists various services and the service levels with the target response and repair times for each. Response time is the time from first report from the Customer of a potential fault to a that report from IC. Following acknowledgement of a fault existing after response time and opening of a case, the repair clock starts and will run until the service is restored and clock stopped. The total time for a fault will be the hours b clock start and clock stop minus any Allowable Parked Time.

Service	Response	Repair	Applicable
Fibre Ethernet Services	3 hours	5 hours	clock hours

Service Credits for Repairs out of SLA

The following table shows the credits that can be claimed where a service has failed to be restored within the above tabled targets.

Applicable Hours over target

Time	< 4hr	4-8hr	8-24hr	24hr
Credit	1 day	7 days	14 days	1 month

The amount of credit is related to the services listed above and the maximum claim in any one month will be limited to the one month charge of the service.

IP Transit Service. IC's provided service is connected to the internet at sufficient speed to deliver the Services contracted by Customers. However dependent on the speed of the areas of the Internet being accessed, this may in some ins speed limiting factor. IC cannot be held liable for unforeseen events that may cause excess traffic demand either on IC's core network, or externally which is outside of its immediate control. The service is delivered on a 'Shared' basis ar no guarantees for the quality received via the service, IC will provide a 'Target' service level or performance level but accepts no liability of any kind for failure to meet this level. IC limitation on its liability shall be no more than one mor Transit Service rental fee (or proportional price if included within another service) for failure to meet the Service Levels in this Annex.

Disconnected by Mistake. Delivery of Services is a complex process and occasionally there will be errors in either the physical or logical (systems) side of a connection that could lead to the Customer's service being disconnected. IC wi disconnection has been as a direct result of IC or its nominated suppliers, undertake to re-connect the Customer swiftly without charge to the Customer (this excludes events where IC may share a supplier in common and the disconnecti direct result or another party). This will be treated as an out of SLA event thus starting the Service Credit clause immediately and the Customer shall be entitled to claim the appropriate Service Credit based on the time from disconn restoration.

Third Party Service Disruption and Charges. Where services are being changed, installed, upgraded, repaired or work is performed on services then IC are not liable for any disconnections or interruptions in the Customers other ser directly supplied or not. Any work conducted will be done so according to accepted business practices and the customer acknowledges that any work of this nature can cause others issues (i.e. installation of a new cable could cause movem cables and if they have a weak link they could break). In the event the affected service is not with IC then the Customer will have to contact the current supplier to raise a fault directly.

Missed Appointments. If IC or its nominated suppliers fail to keep an appointment for repair or installation of a Service then the Customer can claim a one off £40 Service Credit, this one-off payment does not apply if there was a For Event or the appointment was re-arranged or cancelled before the appointment.

Service Credits how are they paid. All Service Credits will be applied to the Customer account as a credit and will be used to reduce the balance of that account, in the instance where a credit is larger than the current balance the credit on account and used against future invoices until depleted.

Annex 3 - IP Transit

1. **IP Addresses and Routing**

In order to connect to the public internet all connections will require that a public IP Address is supplied. IC is a Local internet Registry and are members of RIPE (https://www.ripe.net/) (www.ripe.net) who govern the IP address sp European regions and all allocations will be made in line with its public policies.

a. **IPv4 Address Allocations**
   i. Address space is now consumed and no new Provider Independent (**PI**) allocations will be made for businesses, all space will be from IC's Provider Aggregable (**PA**) address space or that of its nominated supplier.
   ii. Addresses are provided only while a service is supplied and shall be returned to the IC pool upon service cease;
   iii. Allocations will be made differently on the basis of the services taken and some may be of a dynamic nature whereby addresses are provided from a rotating pool upon each connection to the systems;
   iv. Where static allocations are made the number of addresses assigned will be directly proportionate to the Customers' requirements;
   v. All requests for space must be for the minimum possible number required and shall not include spare space for growth except where this is to be within 3 months' time;
   vi. Requests are to be made to the IC Helpdesk via email and should be detailed for the justification including what they are for including devices, services and need;
   vii. No space shall be allocated for 'administrative ease' purposes and this is strictly prohibited and all services must show best use of NAT/PAT technologies to minimise addresses requested.
b. **IPv6 Address Allocations**
   i. Requests for IPv6 address space should be sent to the IC helpdesk via email and detail the requirements for the space;
   ii. Upon successful validation of the request in line with the allocation guidance from RIPE (https://www.ripe.net/) a suitably sized allocation will be made which shall include spare space for growth for the foreseeable future;
   iii. All requests for PA space shall be allocated from the IC pool and shall be returned to IC upon service cancellation.
   iv. Requests for PI space will be passed through to RIPE for approval subject to the Customer obtaining an Autonomous System (AS) number.
c. There is no charge for IP allocation and IP addresses do not belong to a customer and shall either be returned to IC (PA space) upon service cancellation or to RIPE upon membership cancellation. Fees may however be administration in processing of requests.
d. Routing of private address space under RFC1918 or shared space under RFC6598 is strictly prohibited and IC will actively strip any announcements made containing these ranges.
e. If a Customer has an AS number and wishes to bring their own address space with them (PI) for use via the IC network this must be indicated at the time of order and on the appropriate ordering pages of the IC website.
f. In rare circumstances it may be necessary to change a Customers IP address allocation where provided from IC's PA space, in this event the Customer will be provided with as much notice as possible and the reason for the reserve the right to change or remove any allocations made at any time.
g. Customers may request to change an IP allocation at any time providing the request and reasons are valid and space exists from the IC PA space then requests will not be unreasonably withheld but an administration charge may

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Online URL: https://kb.ic.uk/article/connectivity-agreement-366.html (https://kb.ic.uk/article/connectivity-agreement-366.html)