

Redsquad.
Connectivity Services
Voice & Data

1. CONNECTIVITY SERVICES

- 1.1 The Parties will specify the timescales for the commissioning of the Connectivity Services in the relevant Order Form (the "**Implementation Plan**"). Supplier shall use reasonable endeavours to meet the performance dates set out in the Implementation Plan, but any such dates shall be estimates only, and time shall not be of the essence in the Agreement.
- 1.2 Before the Service Start Date, Supplier will in accordance with the Implementation Plan configure, test and set up the relevant Connectivity Services
- 1.3 Supplier may provide Supplier Equipment to enable the Supplier to provide the Connectivity Services to the Client. When Supplier Equipment is no longer needed to enable Supplier to provide the Connectivity Services at a Client Site, When Supplier Equipment is returned it must be in the same condition as originally installed, ordinary wear and tear excepted. The Client will be liable for repair charges or the then-current market value of any Supplier Equipment that is damaged or lost.
- 1.4 Supplier will provide the Connectivity Services from the Service Start Date until expiry or termination of the Agreement for any reason. The Service Level Arrangements shall apply with effect from the Service Start Date.
- 1.5 Supplier reserves the right to:
- (a) modify or replace (including hardware or software) any part of the Supplier's System, its network, system configurations or routing configuration; or
 - (b) modify or replace (including hardware or software) any Supplier Equipment used to deliver any Service,
- 1.6 provided that such changes have no material adverse impact on the core features and functionality of the Connectivity Services or the Service Level Arrangements. If such changes will have an adverse effect, Supplier shall notify Client and the parties shall follow the Change Control Procedure.
- 1.7 Supplier may carry out Maintenance from time to time and will use reasonable endeavours to inform Client at least five days before any Maintenance to the Connectivity Services, however
- Client agrees Supplier may provide less notice than normal where emergency Maintenance is required or where Supplier has not been provided with sufficient notice by a third party supplier.

2. CLIENT ASSUMPTIONS AND DEPENDENCIES

2.1 Client will:

- (a) provide Supplier with access to any Client Sites during business hours, or as otherwise agreed, for the installation, connection, inspection and planned or emergency maintenance or removal of equipment, facilities and systems relating to the Connectivity Services;
- (b) complete any preparation activities that Supplier may request to enable Supplier to perform its obligations hereunder, such activities to be performed by Client promptly and in accordance with any reasonable instructions and timescales;
- (c) without charge to Supplier, provide appropriate safe and secure equipment space, supporting structure conduits, ducting and electrical power as agreed to facilitate the installation of appropriate equipment by Supplier for provision of the Connectivity Services, such space shall be in immediate proximity to Supplier's network termination equipment or termination point;
- (d) be responsible for satisfying all IT hardware and infrastructure requirements, including ensuring that any equipment or services connected to equipment or services provided by Supplier must comply with Supplier's interface requirements
- (e) obtain and maintain all necessary underlying rights, wayleaves, licences and consents applicable to Client in relation to its use of the Connectivity Services;
- (f) ensure that Supplier Equipment is not interfered with by any person and undertakes to pay the Supplier's reasonable charges for any restoration, repair or replacement of such Supplier Equipment resulting from any Client or third party interference;
- (g) ensure that no data received or transmitted by any Client Equipment or otherwise via any of the Connectivity Services will adversely affect, interfere with or be malicious to the Supplier System or any of Supplier's or any third party networks, equipment or software;
- (h) ensure that Client Equipment will not at any time perform operations designed to intercept data not directly addressed to Client equipment or otherwise breach or disrupt voice or internet communications;
- (i) notify Supplier of any planned work that may affect the Connectivity Services; and
- (j) remain responsible for the use of the Connectivity Services under its control, including any use by third parties.

2.2 Client must take reasonable measures to ensure it does not jeopardise services

supplied to third parties on the same shared access infrastructure. This includes informing Supplier promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such incident, Supplier shall work with Client to alleviate the situation as quickly as possible. The parties shall discuss and agree appropriate action (including whether it is appropriate to suspend the Connectivity Services).

2.3 Client shall not provide the Connectivity Services directly or indirectly to third parties.

3. REGULATORY AND LEGAL COMPLIANCE

3.1 Client represents, warrants, and undertakes that Client will:

- (a) obtain and maintain all necessary underlying rights, wayleaves, licences and consents required in relation to its use of the Connectivity Services; and
- (b) use the Connectivity Services only in a manner that complies with (i) all laws and regulations applicable to Client's use of the Connectivity Services, (ii) Supplier's Acceptable Use Policy, and (iii) the terms and conditions of the Agreement.

3.2 The parties acknowledge that there may be countries or locations within which Supplier may be restricted from providing the Connectivity Services due to applicable laws, regulations, decisions, rules or orders ("Restrictions"). From the Service Start Date until expiry or termination of the Agreement, Supplier will use reasonable endeavours to monitor whether there are any such Restrictions. Supplier may in its sole discretion and at any time, suspend, discontinue, limit, or modify the Connectivity Services or impose additional requirements on the provision of the Connectivity Services, as may be reasonably required to comply with any such Restrictions.

3.3 In no event will Supplier be required to provide the Connectivity Services in countries or locations, or in a manner that would be in violation of the Restrictions and its failure to provide the Connectivity Services due to the Restrictions will not be deemed to be a breach of its obligations under the Agreement.

3.4 In the event that any Restriction, or any change in applicable law, regulation, decision, rule or order materially or adversely affects the delivery of the Connectivity Services (including the economic viability thereof), Supplier will notify Client in writing and the parties will negotiate in good faith regarding changes to the Agreement. If the parties cannot reach agreement within 30 days after notification from Supplier requesting renegotiation, Supplier may terminate the Agreement upon 30 days' written notice to Client.

4. OUT OF SCOPE

4.1 In addition to any services listed as out of scope in the Order Form (without limitation) the following are out of scope for the Connectivity Services:

- (a) Maintenance or management of any Client Equipment;
- (b) Training or the preparation of training materials;

5. SECURITY

5.1 Supplier will:

- (a) ensure at all times that appropriate safety and security systems, policies and procedures are maintained and enforced to prevent unauthorised access or damage to, and to ensure the business continuity of, any and all of the Connectivity Services, the Supplier's System and related networks or resources in accordance with Good Industry Practice, including an incident management process which shall enable Supplier, as a minimum, to discover and assess Incidents, and to prioritise those Incidents;
- (b) ensure that the Supplier's System is designed, maintained and upgraded at all times so as to mitigate against Incidents.

5.2 Client will:

- (a) distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Connectivity Services;
- (b) maintain a list of current Users and provide a copy of such list to Supplier upon Supplier's written request;
- (c) immediately terminate access for any person who is no longer a User;
- (d) take all reasonable steps to prevent unauthorised access to the Connectivity Services;
- (e) change any or all passwords or other systems administration information used in connection with the Connectivity Services if Supplier requests in order to ensure the security or integrity of the Connectivity Services;
- (f) ensure that any Client Equipment that is connected to the Connectivity Services or that is used in connection with the Connectivity Services is:
 - (i) adequately protected against viruses and other breaches of security; and
 - (ii) will not harm or damage the Supplier System or the Supplier's equipment or network; and
- (g) promptly inform Supplier if it suspects or uncovers any Incident.

6. SYSTEM CAPACITY AND PERFORMANCE

- 6.1 Should Client's usage of the Connectivity Services, or any component of the Connectivity Services, be in excess of capacity specifications which are detailed in the Order Form, recommended by the Supplier and/or published by any vendor of the relevant components, then Supplier will advise client of any upgrades recommended by Supplier, and Supplier will not be liable for any degradation in the Connectivity Services caused by such usage. Supplier reserves the right to suspend the provision of the Connectivity Services, giving as much notice as is reasonably practicable in the circumstances, in the event that the said usage exceeds the relevant capacity

specifications.

- 6.2 If Client chooses not to upgrade as recommended by Supplier in accordance with section 6.1, then Supplier may notify Client in writing that all support in respect of such Connectivity services or component is thereafter provided on a reasonable efforts, discretionary and no liability basis, and following such notice any provision to the contrary of the Agreement shall be deemed to be suspended to that extent unless and until such time as Supplier's recommended upgrades are implemented.
- 6.3 Where the Voice Service performance continues to be impacted due to a capacity issue as referred to in section 6.1 and as a result the Voice Service is considered by Supplier to be unsustainable, then without prejudice to section 6.2, Supplier may at its sole discretion terminate the Connectivity Services in question upon giving no less than three (3) month's written notice to Client.

Annex A DEFINITIONS

"Client Site"	means any premises occupied by Client at which it receives the Connectivity Services;
"Client Equipment"	means equipment owned by Client or its suppliers, used in the provision of the Connectivity Services to Client
"Connectivity Services"	means the specific connectivity services (for voice or data) to be provided by Supplier to Client under an Agreement as set out and more fully described in the relevant Order Form.
"Incident"	means any vulnerability, virus or security incident which: may affect the Connectivity Services; or may affect supplier's network and information systems such that it could potentially affect Client or the Connectivity Services;
"Maintenance"	means any error corrections, updates and upgrades that Supplier may provide or perform with respect to the Connectivity Services, as well as any other support or training services to be provided to Client under the Agreement;
"Restrictions"	has the meaning given to it in section 3.2;
"Service Level Arrangements"	means the service level arrangements for the Connectivity Services as set out in the Service Level Agreement and any Order Form;
"Service Start Date"	means the date on which Supplier will commence providing the Connectivity Services as agreed in accordance with sections 1.1 and 1.2;
"Supplier Equipment"	means equipment owned by Supplier or its suppliers, located at a Client Site, and used in the provision of the Connectivity Services to Client;
"Supplier System"	means all the equipment, hardware and software used by Supplier or its suppliers, used in the provision of Services to Client (including computer systems; servers; technology infrastructure; telecommunications or electronic communications systems and associated communications, assets and devices) and any data comprised within it (including settings and configurations, employee and business data, identification, authentication and credential data, IPR), and the premises in which it is located;
"User"	means any individual or entity that the Parties agree in an Order Form may access or use the Voice Service; and Connectivity service