

## Boundless Broadband Terms of Use v9.32

This document (together with any other documents referred to in it) contains the terms and conditions (the “**Terms**”) on which we make our Internet connectivity **Service** (the “**Service**”) available to you. Please read these terms carefully and make sure that you understand them before ordering and using the **Service**. You agree that as soon as you place an order for the **Service** you will be bound by these terms.

You should print or retain a copy of these terms for future reference.

### 1. **WHO WE ARE**

- 1.1 This **Service** is provided by Boundless Networks Ltd, a company registered in England and Wales under company number 5801757 with our place of business registered at Hangar 1, Southside Aviation Centre, Leeds Bradford Airport, Leeds, LS19 7UG. Our VAT number is GB 883579661.

### 2. **WHO YOU ARE**

- 2.1 By placing an order for our **Services**, you agree that:
  - (a) you are who you say you are and that your name, address and contact details specified in the order form are correct,
  - (b) the e-mail address you provide is valid and that we will be notified if this changes,
  - (c) you are legally capable of entering into this contract;
  - (d) you are at least 18 years old; and
  - (e) you are the legal owner of the premises or you have the permission of the owner to install the equipment.

### 3. **INSTALLATION PROCESS**

- 3.1 It is your responsibility to ensure that we have physical access to your premises (together with any relevant permissions) to install the transceiver and, where necessary, route the connection cable to the **Router** through walls or other access points. You must ensure that you have all necessary permissions to install the equipment including those of any landlord, mortgage lender or management company.
- 3.2 If the **Service** is Terminated for any reason then we can, on request, arrange to remove the equipment. This will be subject to a charge which must be paid in advance. There will be a minimum charge of £75 exclusive of VAT for this work and a written quotation will be provided to reflect the actual complexity of the work. For example, if a cherry picker is required then this will be chargeable in addition to the fee above.
  - (a) If you do not ask to have the equipment removed at the termination of the contract, as per 3.2, then for avoidance of doubt, we accept no responsibility or liability for the equipment from that point.
- 3.3 If the equipment is faulty then we will repair or replace it. The standard warranty period for replacement is 12-months following installation, thereafter we will provide you with a written quotation which you must accept prior to any replacement of the equipment. If you damage or (anyone acting on your behalf) a contractor damages the equipment, then you will be responsible for the costs of repairing or replacing it and we may also charge a fee for the installation and/or configuration of the replacement equipment. It is

your responsibility to look after the equipment properly and to use it only for obtaining the **Service**.

- 3.4 It is your responsibility to ensure that there is an adequate electricity supply for the equipment and that the cable run between the transceiver and the Router is not subject to electromagnetic interference which may affect the quality or speed of the connection.
- 3.5 Our standard working hours are **Monday to Friday 08:30am to 5:00pm** excluding public holidays. Through winter our working hours for site visits and other external maintenance will be reduced to reflect safe working daylight hours (the "**Working hours**".)
- 3.6 When your order is placed our engineers may conduct a survey of your premises to check that we can deliver the **Service** to you and to ensure that we can work safely whilst installing the equipment. We will notify you of the date and time for that survey, which we will try to arrange as soon as possible. The waiting period will depend on your location and possibly the need to make nonstandard preparations, such as use of specialist plant or equipment. The provision of the **Service** itself may be conditional upon the successful completion of a site survey. During the course of the survey our engineers may determine;
  - (a) that the level of **Service** or available bandwidth anticipated is not in fact achievable,
  - (b) in which case you will have the option to cancel the order (and obtain a refund of any fees paid other than a specific site survey cost, if any),
  - (c) accept a different **Service** or to pay an additional fee to cover the cost of installing a larger Transceiver and/or more powerful equipment.
- 3.7 Where specialist equipment is required in order to install the equipment, such as on a roof or secondary storey, then the cost of this will need to be paid by you. This will also apply if we have to carry out a future repair.
- 3.8 The **Equipment** will either be installed at the same time as the survey is conducted or at a later date to be agreed with you. Please ensure that you or another responsible adult is at the premises when we call. If we are unable to gain access to the premises then we reserve the right to charge a fee for each subsequent visit to your premises, or to cancel your order altogether. See **Annex A** headed '**Our Fees**' (as amended from time to time) you can request the latest fees from [customerservice@boundlessnetworks.co.uk](mailto:customerservice@boundlessnetworks.co.uk) .
- 3.9 Where we provide a date for the survey and/or installation then we will endeavour to do so on that date, but we reserve the right to change that date, for example weather conditions, engineer sickness, engineer reassignment to attend core infrastructure etc.
- 3.10 We reserve the right to change and/or replace the Equipment at any time, whether physically or by updating or replacing any software/firmware in the equipment remotely.
- 3.11 The equipment remains the property of Boundless Networks Limited at all times and you may not remove any labels or notices to that effect on the equipment.
- 3.12 To ensure the correct use of the equipment and avoid damage, please refer to the manufacture's online instruction manual. We will not be responsible for the cost of replacing the equipment when it has been established the fault or repair is due to your misuse. We will provide a quotation to remedy the damage, which will require your acceptance, prior to any repair or replacement of the equipment.
- 3.13 Our acceptance of the **Order Form** does not guarantee that we can provide the **Service**. This is dependent on the successful conclusion of the site survey and availability of backhaul capacity.

- 3.14 If you move premises, then you may not remove or move the equipment yourself. If you do move premises, then we may not be able to provide the **Services** at your new premises. A site survey may be required and there may be an additional charge for this site survey. Where possible we will endeavour to transfer your services to your new premises this may incur installation fees charged at our applicable rate at that time. If you move premises within the fixed initial Term and we cannot provide the **Service** to your new premises, then you will be liable to pay the value of any incentive provided during the fixed initial Term as well as the remaining value of your fixed initial term.

#### 4. WHAT DO THE SERVICES COMPRISE AND LIMITS TO THE SERVICE

- 4.1 We will be using the equipment to provide a contended **Service** to you unless stated otherwise in the service description in the order form. This means that your link to the Internet will be shared with other users. While we will endeavour to provide an agreed connection speed, which may vary depending on the distance from your premises to the mast and other variable or transient environmental factors (such as atmospheric conditions and other local signal interference such as trees or new buildings), your effective bandwidth or perceived connection speed may vary and will depend on other users and, of course, the speed of the Internet itself.
- 4.2 If applicable, as a contended **Service**, this means that you will share the link with other users, we will ensure that the contention ratio does not exceed the capability of the access point that you connect to.
- 4.3 We do not block or restrict access to any Internet ports or services; therefore, it is your responsibility to ensure that any adult or other content restrictions are imposed via controls on your own computers and other devices. You must also install and maintain your own security software.
- 4.4 Please refer to **Annex B** which sets out the limit of our technical support for the service that we will provide in return for a standard broadband subscription.
- 4.5 You will ordinarily receive a dynamic IP address which we may change at any time. Due to the non-availability of IPv4 addresses we may have to implement NAT-based routing, which may mean that some Internet-based services will be inaccessible via this dynamic IP address. This should not affect most installations but if it is an issue then please contact us. If we agree to provide a static IP address, then we will endeavour to do so but this will depend on the availability of a static IP address. We do not guarantee that a static IP address will remain unchanged, but if we do need to change it then we will give you as much warning as we can. You do not “own” any static IP addresses which we allocate to you and you have no guaranteed right to use or retain the same static IP address.
- 4.6 The **Service** is intended for your business use only, which means your employee use and the other visitors to your premises. You must ensure that any Wi-Fi devices are properly secured with strong passwords (this is for your own protection as well). In all circumstances you may not re-sell our services to any third party, doing so would be a breach of these terms and result in immediate termination of our services subject the standard terminations conditions.
- 4.7 To ensure the quality of the **Service** for all our users and to achieve the contracted connection speed we use traffic shaping and control software for these purposes only, but we do not monitor your use of the Internet or access the content of your communications. Please note, though, that where we are required by law to impose monitoring then we will do so strictly in accordance with the law.

- 4.8 This means that we are unable to monitor your communications and therefore guard against any viruses, Trojans, malicious software, spam, phishing attacks or other security threats. It is your responsibility to ensure that your computers and devices are protected by firewalls and security software and that they are kept up to date and are enabled at all times.
- 4.9 As an Internet service provider it is not our role to enforce any restrictions on how you use the **Service** but if we receive a complaint that your use (or that of anyone you have allowed to use the **Service**) is illegal or otherwise abusive or threatening then we reserve the right to suspend or otherwise restrict your use of the **Service** while that complaint is considered (but it is not our role to investigate the actual complaint or to enforce any requests unless they are pursuant to a lawful direction).
- 4.10 We do reserve the right to suspend, interrupt, limit or Terminate the **Service** where we believe:
- (a) your use of the **Service** is excessive (excessive is quantified as either 30GB data transferred in a 24-hour period and/or 600GB in a calendar month.),
  - (b) your use threatens our security or that of our providers and networks,
  - (c) your computers are being used or controlled by malicious software,
  - (d) you are using the **Service** to carry out illegal activities, or
  - (e) you are sending bulk or unsolicited e-mails (spam) or other communications as this may result in our IP addresses being blacklisted.
- 4.11 We reserve the right to impose any fair use and/or acceptable use policies on your use of the **Service**, but these will only take effect (including any amendments to this) 30 days after we notify you of these (either by e-mail or via a notice on our website).
- 4.12 We are not responsible for the configuration or functioning of any devices and/or firewalls which are used on your side of the **Router**.
- 4.13 The **Service** provides your property with a wireless link to our network and access to the internet. We are not responsible for your internal wireless performance, but we can provide information on how to improve your home wireless experience which you can request from [customerservice@boundlessnetworks.co.uk](mailto:customerservice@boundlessnetworks.co.uk).

## 5. SERVICE AVAILABILITY SLA NOTES – REASONABLE ENDEAVOURS

- 5.1 The **Service** will be made available on a continual basis except for periods of planned maintenance and for any emergency maintenance (which may happen at any time). In cases of planned maintenance, we will endeavour to give your prior notice. We do not guarantee an uninterrupted **Service**.
- 5.2 If the **Service** is made unavailable for more than 8 hours, then our sole liability will be to credit you with **Service** charges in line with our Service Level Agreement as stated in **Annex C**
- 5.3 If you request, and we agree, an engineer visit to investigate a fault and upon investigation it is found not to be a fault with our Equipment or **Service** then we reserve the right to charge you a call out fee, as stated in **Annex A** (as amended from time to time). You can also request this by email request from [customerservice@boundlessnetworks.co.uk](mailto:customerservice@boundlessnetworks.co.uk).
- 5.4 Fault resolution is on a first come first served basis and we will respond to a logged fault report within 4 working hours. Faults may be logged via our online portal at

<http://www.boundlessnetworks.co.uk/technical-support/> or by calling our **Service** line on 0113 320 3737.

## 6. CANCELLATION AND TERMINATION RIGHTS

- 6.1 Once the site survey has been conducted and/or the equipment has been installed you will have agreed to the **Service** starting on the date of installation and will have **no right to cancel this contract**.
- 6.2 You can cancel your order any time prior to the installation date, however we reserve the right to charge a fee if the cancellation is received within 24-hours of the installation date. See **Annex A** for details.
- 6.3 The contract is for the initial minimum period as set out in your order documentation. You may not Terminate the contract during that initial minimum period, and you will be liable to pay all the service charges for that minimum period. After the minimum period, this contract will continue until either of us gives at least one full calendar month's notice in writing to terminate it. **Please note that Leased line products are subject to 90 days' notice to terminate after the minimum period.**
- 6.4 If you are in material breach of this contract and you fail to remedy any breaches within 14 days, where this is capable of remedy, then we may terminate this contract at any time. You will remain liable for the remaining service charges within the initial term, if applicable.
- 6.5 If you cancel your services, you will be liable for the remaining fees of your fixed initial term plus any incentives or discounts awarded during you fixed initial term. Cancellations beyond the initial term are subject to **30-days rolling notice (Leased Line Products 90-days' notice)** and all outstanding fees must be paid to confirm closure of your account.
- 6.6 We may also terminate this contract if you are unable to pay any overdue subscriptions or other charges (within the meaning of section 123 of the Insolvency Act 1986) or become insolvent or bankrupt.
- 6.7 The provision and/or continued use of the **Service** may be dependent on you satisfying any credit checks. If you fail a credit check then we reserve the right to cancel the contract or terminate the **Service** and/or ask for the payment of the charges in advance.

## 7. DATA PROTECTION AND PRIVACY

- 7.1 The details of what information we collect and the use we make of that information is contained in our Privacy Policy which you can access at <http://www.boundlessnetworks.co.uk/wp-content/uploads/2018/05/Privacy-Policy-V2.pdf>.
- 7.2 We will only process your personal data in accordance with applicable data protection laws and as provided for in these terms.
- 7.3 If you have any concerns with regard to data protection and our privacy policy then please email [datacontroller@boundlessnetworks.co.uk](mailto:datacontroller@boundlessnetworks.co.uk) .

## 8. PRICE AND PAYMENT

- 8.1 The prices for our **Services** are listed either in the **Order Form** or on our website here [www.boundlessnetworks.co.uk](http://www.boundlessnetworks.co.uk).
- 8.2 We reserve the right to change the prices for any individual items at any time. Where you pay a monthly subscription then we may change the price of this at any time on giving you at least 30 days' prior notice.

- 8.3 Any installation fee, setup, survey fee, or replacement equipment fees are payable in advance. All other periodic payments are payable monthly in advance, otherwise our charges will be payable within 14 days of receipt of the relevant invoice.
- 8.4 Prices exclude VAT (or equivalent local taxes where applicable). If any fees due to us by you are not paid within 14 days then we reserve the right, without prejudice to any other right or remedy we may have, to charge interest on any unpaid monies due at the rate stipulated by The Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time from the date the payment became due until it is paid. If our charges remain unpaid after 30 days from invoice date, then we reserve the right (in addition to any other remedies we may have) to suspend the **Service**.
- 8.5 You must pay all charges in full and you may not deduct or withhold any payments due to us except as permitted by law.
- 8.6 If you pay by debit or credit card, then you must provide us with as much information as we need to effect that payment. If your card details change then you must notify us of those changes immediately. We may deduct any payments due to us from your nominated cards or bank accounts.
- 8.7 If you pay by direct debit then you must do so from an account controlled by you and you must provide us with the direct debit details (including bank account number, sort code, name of bank and name of account holder). You authorise your bank to give us details of your bank account and to inform us if you cancel your direct debit at any time.
- 8.8 If the **Service** is suspended as a result of your failure to comply with these terms then we may charge a reconnection fee as stated in our list of fees, see Annex A (as amended from time to time).
- 8.9 If we are unable to collect a payment then you will ensure that any missing payments are settled without delay and we reserve the right to charge an administrative fee, as stated in Annex A, for representing your payment.
- 8.10 If you pay by credit card or direct debit, then we will have to disclose your information to your bank or the credit card payment processing agents.
- 8.11 Invoices and other payment notifications will be sent to you by e-mail. If you do not wish to receive invoices by e-mail, then please notify us. We may charge an additional administration fee for posting these to you.

## 9. **WARRANTY AND INDEMNITIES**

- 9.1 We do not assume liability for, nor do we provide any warranties as to:
- (a) the content, suitability, quality or otherwise of the Internet or any content provided or accessed through the **Services**, and
  - (b) the suitability of the **Services** for you or your ability to lawfully access the same.
- 9.2 If your use of the **Service** results in a claim against us by a third party for any unlawful use or breach of that third party's rights then you agree to indemnify (compensate) us in full for any costs, claims or damages we incur as a result of this.

## 10. **OUR LIABILITY TO YOU**

- 10.1 If we fail to comply with these terms then we will only be responsible for any loss or damage you suffer which is a foreseeable result of our breach of these terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable.

Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by both of us at the time we entered into these terms.

10.2 We do not in any way exclude or limit our liability for:

- (a) death, or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter for which it would be illegal for us to exclude or attempt to exclude or limit our liability.

10.3 In all other respects, our total liability to you is limited to no more than the fees paid by you for the **Service** in the 12-months period preceding any such claim or claims.

## 11. WRITTEN COMMUNICATIONS

11.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication. Any notices given by electronic means to us will only be deemed to be served when receipt has been confirmed by us (but not via an automatic notification or "out of office" reply)

## 12. NOTICES AND COMMUNICATIONS

12.1 All notices given by you to us must be given to Boundless Networks Ltd at:

By post:           Boundless Networks Ltd  
                          Hangar 1  
                          Southside Aviation Centre  
                          Leeds Bradford Airport  
                          Leeds  
                          LS19 7UG

By e-mail:       customerservice@boundlessnetworks.co.uk

12.2 We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the delivery of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee and that delivery was not rejected or otherwise failed. Any notices sent to us by e-mail will only be deemed to be valid if we have acknowledged receipt of the email. It is your responsibility to ensure we have received your communication.

## 13. TRANSFER OF RIGHTS AND OBLIGATIONS

13.1 We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or our obligations.

13.2 You may only transfer your rights and obligations under these terms if we agree to this in writing.

#### 14. **EVENTS OUTSIDE OUR CONTROL**

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms which is caused by events outside our reasonable control (a “**Force Majeure Event**”).

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular the following:

- (a) strikes, lockouts or other industrial action.
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) fire, explosion, storm, adverse weather conditions, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) impossibility of the use of public or private telecommunications networks or degradation thereof.
- (e) the acts, decrees, legislation, regulations or restrictions of any government.
- (f) line of sight obstructions that occur post installation, for example tree growth or a new building development.

14.3 Our performance under these terms is deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution or work around. If a Force Majeure Event persists for more than 30 days, then either party may terminate these terms on giving notice in writing to the other party.

#### 15. **WAIVER**

15.1 If we fail at any time to insist upon strict performance of any of your obligations under these terms, or if we fail to exercise any of the rights or remedies to which we are entitled then this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

15.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

#### 16. **SEVERABILITY**

16.1 If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent then that provision will be severed from the rest of these terms, which will continue to be valid to the fullest extent permitted by law.

#### 17. **ENTIRE AGREEMENT AND INTERPRETATION**

17.1 These terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence,



negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these terms.

- 17.2 We each acknowledge that, by entering into these terms, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms or the documents referred to in them.
- 17.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract only.
- 17.4 Where a list is given or the word “including” is used then this is not intended to be an exhaustive list.

## **18. LAW AND JURISDICTION**

- 18.1 These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with the terms or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **19. THIRD PARTY RIGHTS**

- 19.1 A person who is not party to these terms and conditions or a contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## ANNEX A

### OUR FEES

#### Additional Services









Item	Chargeable Description	Business Customer (Ex Vat)
1	Pre-survey, or cancellation within 24 hours of the installation date.	£75.00
2	Repeat Survey (due to changed circumstances or failure to provide access)	£75.00
3	Non fault or third-party damage call-out fee (Minimum)	£75.00
3	Cherry picker hire (Full day) – (Max cost dependent on type and duration)	#
4	Equipment Removal Request (Standard Fee)	£75.00
5	Non-Boundless fault repairs – minimum fee	£75.00
6	Additional Static IP address per IP (monthly charge)	£5.00
7	Reconnection fee	£20.00
8	Failed direct debit (per event)	£10.00
9	Non-Direct debit payment administration (per billing period)	£5.00
10	Replacement router	#
11	Replacement antenna	##
12	Replacement POE	##











**# Priced on application as varies due to manufacturer, model, exchange rates and supplier availability**

**## Free in all circumstances except damage incurred by you or your contractor. In which case we will provide a quotation for repair or replacement.**

Annex B

## What we support - within your standard subscription

Item	Fully	Partial	No
 <p>External Boundless transceiver</p>			
 <p>Internal wireless range</p>		 <p>Advice on improving the range. Any further support would be chargeable</p>	
 <p>Supplied by Boundless</p>			
 <p>Customers own router</p>		 <p>Basic configuration support only</p>	

 <p>Supplied by Boundless</p>			
 <p>Laptop, Smart phones and Tablets</p>		 <p>Wireless connectivity only</p>	
 <p>Customers own powerline adaptors</p>		 <p>Basic configuration support only Visits chargeable</p>	
 <p>Wireless Printer setup</p>			 <p>Refer to the manufacturers set up guidance</p>
 <p>Gaming Consoles</p>			

## Annex C

### Service Level Agreement – Business Broadband Services

This document defines processes and procedures for the supply of Service, Service Guarantees, and Service Credits due to the customer. Where a Service Credit is due under the terms of this SLA it will be credited to the customer's account as soon as is reasonably practical following the determination that it is due. Service Credits cannot be offset against any other service provided to the customer.

No changes may be made to this Service Level Agreement, except by written amendment dated and signed by both parties.

The identified service remedies shall be customer's sole and exclusive remedy in respect of the Service failures to which they apply.

#### Definitions

**Access Link** means the link from the customer premises to the Boundless Networks network over which the Service is delivered as per the order form

<b>AP</b>	means the Access Point(s) from which Boundless Networks provides the Service
<b>TMS</b>	Ticket Management System is the fault management and reporting system used to track Service faults
<b>Contract Value</b>	value of the Service Charges excluding any connection fees
<b>Connection Charge</b>	means the charges in respect of installation and connection for the service as set out in the order form
<b>Fault</b>	a Fault is a total loss of Service where it is not possible to transmit TCP/IP data in one or both directions for a period of more than twelve (12) minutes
<b>Go Live Date</b>	date when the service is available for use
<b>Measurement Period</b>	means the previous calendar month
<b>Ready for Service date</b>	the date when the Access Link is available for use
<b>Service Charges</b>	one calendar month of charges payable in respect of the on-going Service, as set out in the order form
<b>SC</b>	Service Centre which logs and provides management for customer Faults
<b>Service</b>	the business broadband Service as specified on the order form.
<b>Site</b>	premises at which the customers Access Link is located
<b>Support Hours</b>	9.00am to 5.30pm, Monday to Friday excluding UK public holidays
<b>Working Hours</b>	9.00am to 5.00pm, Monday to Friday excluding UK public holidays

### **Fault Resolution Time (FRT) Guarantee**

Faults may be reported to Boundless Networks during the Support Hours. Once a fault is logged on the TMS our FRT guarantee comprises a same Working Day (four Working Hours) response time on our Business Broadband Pro service, and Next Working Day response time (eight Working Hours) on our Business Broadband Lite service. If Service is not restored within eight hours of the fault being logged the customer will be due a service credit, calculated as a percentage of the Service Charge defined in the table below. With all Business services we will make reasonable endeavours to fix.

Service restoration time	Percentage of monthly Service Charges as service credits
8 hours or less	0%
greater than 8 hours, less than 12	10%
greater than 12 hours, less than 16	20%
16 hours plus	30%

FRT will be measured from the time the customer logs a call with the SC. The time service is restored will be recorded in the TMS and shall be the earlier of the time the customers' nominated representative acknowledges that the service is restored and the time the SC attempts to notify the customers that service has been restored.

The Service will be deemed to be non-available for the period between the two recorded on the TMS

## Service Availability (SA)

Service Availability is calculated as the percentage of the number of hours in the Measurement Period for which the Service was available to the customer, as follows:

$$(\text{Number of hours Service available} / \text{Number of hours in the period}) \times 100\%$$

The number of hours for which Service is available will be calculated from the TMS logs. The number of hours in the period excludes any planned maintenance. The Service will be deemed to be available if the link is able to transmit and receive TCP/IP data.

Service Credits will be given if the Service Availability falls below the guaranteed level, as shown in Table below, and calculated as a percentage of the monthly Service Charges for the Measurement Period.

Monthly Service availability	Monthly Service Charges as service credits (%)
99.9% or greater	0%
< 99.9% but > 99.0%	10%
< 99.0% but > 98.0%	20%
< 98.0% but > 97.0%	30%
< 97.0% but > 96.0%	40%
< 96.0%	50%

## Service Changes

A Service will be considered to have been changed if, at the Customer's request, the link speed, geographical location or any Service equipment has been changed: In this case:

- Conditions of this Service Level Agreement the Measurement Period for the SA guarantee will be reset
- SA for the period since the last measurement date will not be calculated and Service Credits will not apply
- Where Service Credits are payable due to both the failure to meet SA targets and due to failure to meet FRT targets then only whichever is the greater will apply.
- Where Boundless Networks can find no Fault, or it results from customer misuse any reported period of non-availability shall not count in any calculation of Service Credits.
- Boundless Networks reserves the right to perform routine network maintenance and management from time to time. This time shall be excluded from the number of hours in the period for which Service Availability is calculated.
- Customer shall permit the employees, agents and sub-contractors of Boundless Networks to have access to the Sites during Support Hours, and at other times by arrangement, for the purpose of providing and maintaining the Service.
- Customer shall be responsible for obtaining all required authorisations, approvals or consents regarding access by Boundless Networks (providing copies to Boundless Networks if required by Site owner) to the Sites and the performance of any works at the Sites for the purpose of

providing or maintaining the Services. Customer shall indemnify Boundless Networks against any claims, liabilities or costs resulting from failure to comply with this Clause

- Services will be deemed to be available for the purposes of calculating Service Credits if the non-availability arises from or is otherwise caused or contributed to by;
  - the Customer requesting Boundless Networks to test Services although no fault has been detected or reported;
  - Services being or having been modified or altered in any way at the Customer's request;
  - any period of maintenance previously notified to the customer;
  - any termination or suspension of all or part of Services in accordance with Terms and Conditions in the order Form and Contract;
  - any disruptions to the Service caused by customer or customers agent's, employees or sub-contractors;
  - a failure or fault of Customer Provided Apparatus (or otherwise not attributable to Services);
  - failure of customer to report a fault to the SC;
  - a failure of the Customer to procure access to Services Equipment for Boundless Networks, upon being requested to do so by Boundless Networks for the purposes of investigating and rectifying any Fault;
  - the Customer failing to operate the Services in accordance with the Contract
  - any event of Force Majeure;
  - any time requiring access to outdoor equipment at the customer site or AP during the hours of darkness or severe inclement weather where, in the reasonable judgement of Boundless Networks, a potential safety hazard exists.
- Boundless Networks maximum liability under this Service Level Agreement for any series of Faults shall be twenty-five per cent (25%) of the Annual Rental for the Measurement Period in respect of the relevant Service.
- In the event of any dispute between the parties in respect of the period of Services being available or otherwise, Boundless Networks shall retain the sole right to determine the period of availability for the purpose of calculating any Service Credits due under the terms of this Service Level Agreement.

**END**