



Supplementary terms for the supply of Broadband Services

The Services set out in these Supplementary Terms shall be supplied by MJD to the Client on the terms and conditions set out in MJD's General Terms and Conditions and the terms and conditions of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Assured Broadband Services' means a fully managed service that provides additional performance measures for the improvement of voice data carriage.
- 1.2 'Bandwidth' means data transfer rate.
- 1.3 'Bearer' means the connection from the Site to an Exchange, which may be a single analogue line or an FTTP line.
- 1.4 'Broadband' means an asymmetrical, contended Tail Circuit that is based on (a) single copper pair connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange (b) fibre connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange or (c) single copper pair connectivity between the Client's premises and the Exchange.
- 1.5 'Broadband Services' means Core Network Services, Tail Circuit Services and access to the Public Internet.
- 1.6 'Converged Broadband Services' means a fully managed broadband service that includes the simultaneous carriage of voice data and internet data, whilst protecting the quality of the voice data connection.
- 1.7 'Core Network' means MJD's telecommunication network extending between its various Points of Presence.
- 1.8 'Core Network Services' means the services as set out in the Order, provided to the Client by MJD including the availability and monitoring of the Core Network.
- 1.9 'Customer Premises Equipment' ('CPE') means the equipment purchased by the Client which facilitates connection to the Broadband Services, including router(s) and modems as set out in the Order.
- 1.10 'Downtime' means a period during which the Broadband Services are not available for use.
- 1.11 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, MJD is unable to provide prior notice of.
- 1.12 'End User' means a user of the Services subscribed to by the Client.
- 1.13 'General Conditions' means the prevailing General Conditions of Entitlement published by Ofcom from time to time pursuant to its powers under the Communications Act.
- 1.14 'Local Area Network' ('LAN') means the Client's local area network which is connected to the LAN-facing port(s) of the Customer Premises Equipment.
- 1.15 'Managed Service' means the provision of Broadband Services including the Client-premises based Network Terminating Equipment and the provision and remote management of the Customer Premises Equipment.

- 1.16 'Microenterprise or Small Enterprise Customer' means a Client who meets the definition for the same as set out in the General Conditions or is a Not for Profit Customer and has not chosen to opt out of being regarded as such.
- 1.17 'Network' means MJD's Core Network and any Tail Circuits attached thereto.
- 1.18 'Network Terminating Equipment' ('NTE') means the Equipment supplied by MJD that terminates the Tail Circuit at the Client's premises, which includes a single socket for the connection of the CPE or the Client's own equipment, as set out in the Order.
- 1.19 'Not for Profit Customer' means a Client who meets the definition for the same as set out in the General Conditions.
- 1.20 'Outage' means the Client's circuit is unable to transmit or receive data.
- 1.21 'Planned Maintenance' means any period of maintenance for which MJD has provided prior notice.
- 1.22 'Point of Presence' means a termination of the Core Network at an exchange, which may be a telephone exchange, data centre or an internet exchange.
- 1.23 'Services' means Broadband Services and management services including Support Desk and maintenance services.
- 1.24 'Site' means the Client- owned or occupied location(s) as set out in the Order, at which MJD's Tail Circuit Services terminate.
- 1.25 'Support Desk' means MJD's dedicated team of support specialists.
- 1.26 'Tail Circuit' means the telecommunications circuit which links the Client's Site to the Core Network.
- 1.27 'Tail Circuit Services' means the services provided by MJD for the connection of the Client's local area network to the Core Network as set out in the Order.
- 1.28 'Ticket' means an Issue reported to MJD by the Client.
- 1.29 'Wires Only Service' means the provision of Broadband Services including the Client-premises based Network Terminating Equipment, but excluding the provision of Customer Premises Equipment and the remote management thereof.

2. TERM

- 2.1 This Agreement will effective from the Commencement Date and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 MJD shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to Charges and any other changes to the terms of this Agreement; and
 - 2.2.1 If the Client expressly agrees to an Additional Term, this Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term; or
 - 2.2.2 If the Client is not a Microenterprise or Small Enterprise Customer and does not expressly agree to an Additional Term but neither serves notice to terminate, this Agreement shall continue to run (subject to the changes notified under the provisions of sub-clause 2.2) for an Additional Term; or
 - 2.2.3 If the Client is a Microenterprise or Small Enterprise Customer and does not expressly agree to an Additional Term, this Agreement shall continue to run until terminated by either party at any time in accordance with the provisions of sub-clause 9.1.2; or
 - 2.2.4 If the Client serves notice to terminate in accordance with the provisions of sub-clause 9.1, the Agreement will terminate on expiry of the current term (Minimum Term or Additional Term, as applicable).

3. PROVISION OF SERVICES

- 3.1 The Services comprise the following Service Components:

- 3.1.1 Tail Circuit Services;
- 3.1.2 Core Network Services;
- 3.1.3 Transit and routing of internet traffic;
- 3.1.4 Access to the Public Internet;
- 3.1.5 Converged Broadband Services;
- 3.1.6 Assured Broadband Services;
- 3.1.7 Support Desk services during the hours set out in the Service Schedule;
- 3.1.8 The configuration of and if agreed the installation of the CPE at the Client's Site;

The Service Components to be provided under the terms of this Agreement are set out in the Order and are fully described in the Service Schedule.

- 3.2 For the avoidance of doubt, MJD shall not provide email or web-hosting facilities under the terms of this Agreement.
- 3.3 MJD shall provide IP data packets to the boundary of the Client's network, that is, the LAN-facing connection to the Customer Premises Equipment, or, if the Broadband Services are delivered as a Wires Only Service, the LAN-facing connection to the Network Terminating Equipment.
- 3.4 MJD shall use reasonable endeavours to provide the Broadband Services twenty four hours per day, subject to the limitations set out in this Agreement.
- 3.5 MJD shall use reasonable endeavours to provide each of the Services set out in the Order to the Client subject to acceptance of the Client's Order, from the RFS Date. During the Run-Up Period, MJD shall carry out the necessary pre service-provision activities, including, where applicable, Site survey(s), installation work and agreement of the RFS Date with the Client.
- 3.6 The Client acknowledges that the RFS Date shall not be dependent on any planned migration onto the relevant Services or when the Client commences using the Services.
- 3.7 MJD shall not be obliged to provide the Broadband Services prior to the completion of all construction and installation work at the Client's premises, which may or may not be under the control of MJD.
- 3.8 During the term of this Agreement, MJD shall be entitled to:
 - 3.8.1 Change the technical specification of the Broadband Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
 - 3.8.2 Make alterations to the Broadband Services. Such alterations may result in temporary disruption to the Broadband Services and MJD will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.9 MJD cannot guarantee and does not warrant that the Broadband Services will be free from interruptions, including:
 - 3.9.1 Interruption of the Broadband Services for operational reasons and temporary degradation of the quality of the Broadband Services;
 - 3.9.2 Interruption of the connection of the Broadband Services to other network services provided by either MJD or a third party; and
 - 3.9.3 Any such interruption of the Broadband Services referred to in this sub-clause shall not constitute a breach of this Agreement.
- 3.10 Although MJD will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an "as is" basis and MJD does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Services.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Broadband Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by MJD from time to time.
- 4.2 The Client agrees to ensure that the Broadband Services are not used by its End Users to:
 - 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Broadband Services, its suppliers or third parties;
 - 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.5 Obtain access to restricted areas of the Network, data, systems or services;
 - 4.2.6 In any manner which in MJD's reasonable opinion brings MJD's name into disrepute;
 - 4.2.7 Knowingly make available or upload files that contain Malware or otherwise corrupt data;
 - 4.2.8 Falsify true ownership of software or data contained in a file that the Client or End User makes available via the Broadband Services;
 - 4.2.9 Falsify user information or forge uniform resource locator (URL) or email addresses;
 - 4.2.10 Act in any way which threatens the security or integrity of any computer system;
 - 4.2.11 Violate general standards of internet use, including denial of service attacks, unauthorised IP or port multicasting, spoofing, broadcasting, translation, routing, web page defacement and port or number scanning;
 - 4.2.12 Connect to the Broadband Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of MJD's Network or any other third-party system;
 - 4.2.13 Send email to anyone who does not wish to receive it.
- 4.3 The Client shall promptly notify MJD if it becomes aware of any contravention of sub-clause 4.2.
- 4.4 The Client acknowledges that it is responsible for all data and/or traffic originating from the equipment and/or networks that it has connected to the Broadband Services.
- 4.5 If the Client becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Client agrees to:
 - 4.5.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;
 - 4.5.2 Immediately notify MJD of such contravention.
- 4.6 The Client acknowledges that it is solely responsible for its and its End User's use of the Public Internet and any web pages accessed using the Broadband Services.
- 4.7 The Client agrees not use the Broadband Services to violate any part of this Agreement or to disrupt or attempt to disrupt another Public Internet user's experience.
- 4.8 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify MJD against any third-party claims arising the Client's breach of the terms of this clause 4.

5. THE CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client shall:

- 5.1 Pay all additional Charges levied by MJD, including those arising from usage-based components of the Broadband Services.
- 5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:

- 5.2.1 On a regular basis, change access passwords for all equipment that in the Client's reasonable opinion, may be liable to access by unauthorised persons;
 - 5.2.2 Change passwords as appropriate when employees leave;
 - 5.2.3 Use strong passwords;
 - 5.2.4 Immediately notify MJD in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person;
 - 5.2.5 Acknowledge that MJD shall be entitled to temporarily suspend the Broadband Services and / or change the Client's passwords in the event that in MJD's reasonable opinion, unauthorised persons may have access to the Broadband Services.
- 5.3 Ensure that the Equipment is not moved from its installed location unless expressly authorised to do so in advance by MJD and that its operating environment is kept within any limits specified by its manufacturer.
- 5.4 Agree that in all instances where it attaches equipment that has not been provided by MJD to the Broadband Services that such equipment shall be:
- 5.4.1 Technically compatible with the Broadband Services;
 - 5.4.2 Conformant with all regulatory standards;
 - 5.4.3 Configured / programmed by the Client;
 - 5.4.4 If the Broadband Services are supplied as a Managed Service, connected to the LAN-facing connection on the Customer Premises Equipment;
 - 5.4.5 If the Broadband Services are provided as a Wires Only Service, connected to the LAN-facing connection on the Network Terminating Equipment;
 - 5.4.6 Conformant with any instruction issued by MJD in relation thereto; and
 - 5.4.7 Not installed, configured, maintained or supported by MJD under the terms of this Agreement.
- 5.5 Accept that if it attaches equipment that does not comply with the provisions of sub-clause 5.4 and such equipment in the reasonable opinion of MJD is causing disruption to the Broadband Services, MJD shall be entitled to suspend the provision of the Broadband Services until such equipment is disconnected from the Broadband Services.
- 5.6 Accept that MJD shall not be liable for failure to meet any service levels or any failure of the Broadband Services resulting from the Client's failure to comply with the provisions of clause 5.4.
- 5.7 Accept that it is the Client's sole responsibility to take all reasonable steps to prevent the introduction of Malware into the Broadband Services via the Client's equipment or software.
- 5.8 Be solely responsible for the configuration of its internal Local Area Network, and agree that any interruption in or to the Broadband Services which result from the configuration of the LAN shall not be regarded as interruption in or suspension of the Broadband Services provided by MJD.
- 5.9 Agree that MJD may at any time scan any IP addresses allocated under the terms of this Agreement, for anything which may compromise the security of MJD's network (including open relays and open proxies).
- 5.10 Acknowledge that static IP addresses allocated under the terms of this agreement shall only be allocated for the duration of this Agreement, and shall remain MJD's property at all times.
- 5.11 Be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Broadband Services.
- 5.12 Promptly report to MJD any Issue that arises in the Broadband Services.
- 5.13 Prior to reporting an Issue in the Broadband Services to MJD, the Client shall use reasonable endeavours to determine that the Issue does not lie in its LAN or other Client-supplied equipment that is attached to the Broadband Services.

- 5.14 In the event that MJD provides a Wires Only Service, as set out in the Order, the Client shall be responsible for providing initial diagnosis in the event of a Client-reported malfunction in the Broadband Services.
- 5.15 If the Client reports Issue, it agrees to accept up to two hours Downtime to allow MJD to carry out intrusive testing.
- 5.16 Acknowledges that on occasions including arrangement of Site surveys, installations, and during Issue diagnosis, MJD's supplier may contact the Client directly.

6. MJD'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, MJD shall:

- 6.1 Provide and maintain the Services set out in this Agreement, subject to any service limitations set out in the Order and Service Schedule.
- 6.2 Save when the Broadband Services are to be delivered as a Wires Only Service, deliver fully configured and tested Equipment for the termination of the Broadband Services at the Client's Site;
- 6.3 If agreed, install the Equipment and necessary cabling (excluding structured cabling) at the Client's Site. MJD shall use reasonable endeavours to route cables and locate Equipment as requested by the Client, however if in MJD's reasonable opinion it is not practical to accommodate the Client's request, then MJD's alternative shall be binding.
- 6.4 Configure the Broadband Services and on the RFS Date conduct commissioning tests to ensure that the Broadband Services are functioning correctly.
- 6.5 Make reasonable endeavours to provide the Broadband Services by the agreed RFS Date.
- 6.6 Respond to Tickets and make reasonable endeavours to repair any Issue that arises within the Broadband Services.
- 6.7 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons MJD may place on the Broadband Services.
- 6.8 Limited to and under the terms of any warranty procured by MJD on the Client's behalf, replace or repair any Customer Premises Equipment, in the event of the malfunctioning of such.
- 6.9 Monitor the performance of the Broadband Services and if an Outage or other degradation of service occurs, use reasonable endeavours to restore the Broadband Services as quickly as possible.
- 6.10 Ensure that any Equipment provided under the terms of this Agreement (regardless of whether title is transferred or not) complies with the relevant standards, is safe, of satisfactory quality and is fit for purpose.

7. Clause Intentionally Unused

8. GENERAL

- 8.1 MJD shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Broadband Services. MJD shall:
 - 8.1.1 Provide seven days notice of Planned Maintenance;
 - 8.1.2 If it is necessary for MJD to perform Emergency Maintenance, MJD shall use reasonable endeavours to provide prior notice and if it is not possible to provide prior notice, shall notify the Client as soon as reasonably practicable after the commencement of such maintenance;
 - 8.1.3 MJD shall use reasonable endeavours to ensure that any disruption caused to the Client by such maintenance shall be minimised;
 - 8.1.4 Any disruption to or suspension of the Services pursuant to this sub-clause 8.1 shall not be deemed to be a breach of the terms of this Agreement.

- 8.2 The Client acknowledges that MJD exercises no control over and accepts no responsibility for information, services and content accessible via the Broadband Services and / or Public Internet and that it accesses such information, services and content entirely at its own risk.
- 8.3 The Client acknowledges that MJD or its sub-contractor will require access to the Client's Site to install Equipment.
- 8.4 If an appointment is made with the Client for a visit to Site and that at the appointed time MJD is unable to access the Client's Site, or the appointment is otherwise broken by the Client with less than two Working Days' notice, MJD shall be entitled to charge the Client at its prevailing rate; and
- 8.4.1 If the Client breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, MJD shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.5 The Client permits MJD or its suppliers to use and store origin, destination, duration, route and time of data transmitted over the Broadband Services, exclusively for the purposes of:
- 8.5.1 Collating statistics for network planning purposes; and
- 8.5.2 Providing such data to government security agencies in response to specific requests.
- 8.6 If MJD ceases to trade and upon written notice given by MJD's supplier, MJD's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to MJD's supplier or to its nominee.
- 8.7 Use of the Services and associated Equipment by the Client constitutes acceptance of the terms and conditions of this Agreement.
- 8.8 MJD provides its Support Desk on a fair usage basis. If in MJD's reasonable opinion, the number of requests that the Client makes of the Support Desk exceeds that which is reasonably expected, based on MJD's experience of providing such a service, MJD shall be entitled, after prior notification, to charge the Client for excess use of MJD's Support Desk services.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate on the last day of the Minimum Term or at the end of any Additional Term thereafter;
- 9.1.2 If the Client is a Microenterprise or Small Enterprise Customer and there is no Minimum Term or Additional Term in force by either party giving the other not less than ninety days' notice in writing to terminate at any time;
- 9.1.3 If the Client is a Microenterprise or Small Enterprise Customer and MJD makes a Variation other than those contemplated in sub-clauses 22.3, 9.11 and 9.12 of the General Terms and Conditions, and such Variation is, in the reasonable opinion of the Client, disadvantageous to the Client, the Client shall be entitled to terminate this Agreement by giving reasonable notice to terminate on the day immediately before the Effective Variation Date without incurring termination Charges.
- 9.1.4 The Client by giving thirty days written notice if MJD makes changes to the Services which materially adversely affect the Client;
- 9.1.5 Immediately by MJD in the event that it is so instructed by government or a regulatory body;
- 9.1.6 By MJD providing fourteen days notice to terminate at any time if MJD's supplier gives notice to terminate the supply of underlying services to MJD; however in such circumstances, prior to providing notice of termination, MJD will make reasonable efforts to identify an alternative supplier of the Broadband Services.
- 9.2 If the Client cancels this Agreement during the Run-Up Period, the Client shall be liable to pay all of MJD's costs incurred up to the date of such cancellation.

9.3 The Client shall within fourteen days of the termination date, return all MJD-owned Equipment to MJD.

10. CHARGES AND PAYMENT

10.1 In general, invoices for installation shall be raised by MJD immediately following the Commencement Date, invoices for fixed periodic Charges shall be raised in advance of the relevant period and invoices for all data Charges incurred, if applicable, whether incurred with the authorisation of the Client or not, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.

10.2 MJD shall commence charging for the Broadband Services from the RFS Date, regardless of the date on which the Client commences use of the Broadband Services. In the event that the RFS Date does not correspond with MJD's invoicing period as set out in the Order, MJD shall charge the Client at a pro-rata rate for the first invoicing period.

10.3 The Client acknowledges that the prices quoted in MJD's literature and in the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force on the RFS Date.

10.4 Installation Charges set out in the Order may be an estimate. If during or following MJD's survey, to be carried out during the Run-Up Period, MJD identifies additional installation costs ('Excess Construction Charges'):

10.4.1 MJD shall notify the Client of such Excess Construction Charges as soon as reasonably practicable;

10.4.2 The Client shall within seven Working Days notify MJD of acceptance or non-acceptance of such Excess Construction Charges;

10.4.3 All work to provision the Services shall be suspended by MJD until such notice is received;

10.4.4 If the Client does not accept such Excess Construction Charges, the Client shall be entitled to terminate this Agreement forthwith without incurring cancellation Charges;

10.4.5 If the Client does not notify MJD of acceptance of such Excess Construction Charges within seven Working Days, MJD shall be entitled to terminate this Agreement and charge the Client for costs reasonably incurred.

10.5 If MJD requires more time than it reasonably expects to complete an installation at the Client's Site and such additional time is not due to MJD's negligence, MJD shall be entitled to charge the Client for the additional time.

10.6 The Client acknowledges that the Charges for the Minimum Term are calculated by MJD in consideration inter alia of the setup costs to be incurred by MJD and the length of the Minimum Term offered.

10.7 If the Customer Premises Equipment is repaired or replaced, MJD shall be entitled to charge for the reconfiguration of such repaired or replaced CPE, at its prevailing rate.

10.8 The Client agrees that it shall be liable for termination Charges, which shall be paid by way liquidated damages in the event that:

10.8.1 The Client terminates this Agreement for convenience prior to the end of the Minimum Term or MJD terminates this Agreement prior to the end of the Minimum Term by reason of the Client's un-remedied breach of the terms of this Agreement, the Client shall be liable for:

a) Payment of all outstanding installation Charges, including repayment of any discount that may have been applied;

b) Payment of all Services Charges and Equipment rental Charges due up to the end of the Minimum Term;

c) Payment of any additional cancellation Charges levied by MJD's supplier.

10.9 The Client shall not be liable for termination Charges if this Agreement is terminated by:

- 10.9.1 The Client at the end of the Minimum Term or at any time thereafter PROVIDED THAT the Client properly serves written notice to terminate, in accordance with sub-clause 9.1.1;
 - 10.9.2 The Client or MJD during the Run-Up Period by reason of MJD becoming aware that will be unable to provide the Services or part thereof;
 - 10.9.3 The Client by reason of MJD's un-remedied or repeated breach of the terms of this Agreement;
 - 10.9.4 The Client if a right of termination arises under the provisions of sub-clauses 9.1.2 to 9.1.6 hereof;
 - 10.9.5 The Client if it does not accept Excess Construction Charges, PROVIDED THAT the Client complies with the provisions of sub-clause 10.4.2 hereof.
- 10.10 If the Client is a Microenterprise or Small Enterprise Customer, the provisions of sub-clause 9.12 of the General Terms and Conditions shall not apply.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 Unless the Tail Circuit is implemented as a SOGEA connection, the provision of these Services by MJD is contingent upon the Client having a pre-installed Bearer at each Site and the maintenance of a contract for the provision thereof, such to cover the Minimum Term plus any extended term of this Agreement, but is regardless of the Client's current service provider.
- 11.2 MJD shall use reasonable endeavours to meet the targets set out in the Service Schedule:
 - 11.2.1 The Bandwidth target set out in the Order, Service Schedule or advised to the Client following MJD's Site survey is maximum possible Bandwidth and MJD makes no guarantee that such Bandwidth shall be achieved during the term of this Agreement;
 - 11.2.2 Service Credits shall not be applicable in the event of MJD's failure to meet any of its targets;
 - 11.2.3 Failure to meet such targets shall not constitute a breach of this Agreement.
- 11.3 In addition to the terms set out in clause 12 of the General Terms and Conditions, MJD shall also be entitled to suspend the provision of the Broadband Services, in whole or part, without notice due to:
 - 11.3.1 Emergency maintenance or other emergency operational reason;
 - 11.3.2 MJD is required by governmental, emergency service, regulatory body or other competent authority to suspend Services;
- 11.4 MJD shall also be entitled to suspend the Broadband Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. MJD shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades.
- 11.5 Save in relation to Assured Broadband Services, MJD shall be entitled to implement traffic management measures as MJD reasonably deems necessary to protect the Broadband Services for other users of the service.
- 11.6 The Client accepts that certain features of the Broadband Services (as described in the Service Schedule) may not be available at all Sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Services.
- 11.7 Due to the limitations of the technology that supports the Broadband Services, MJD does not guarantee that standard Broadband Services will support real time services including voice over IP and video-conferencing.
- 11.8 The Client acknowledges that there may be a temporary loss of voice or Broadband service during installation or modification of the Broadband Services. MJD shall use reasonable endeavours to minimise the period of temporary loss.
- 11.9 Certain Tail Circuit Services may not be available in some geographic areas.
- 11.10 MJD is responsible for providing IP data packets to the boundary of the Client's Local Area Network. MJD shall at its sole discretion, in response to specific requests from the Client, assist the Client in the

resolution of malfunctions in the Client's Local Area Network, and shall be entitled to charge the Client for such assistance at its prevailing rates.

11.11 MJD is not responsible for the configuration of any equipment that it has not supplied under the terms of this Agreement.

11.12 If MJD provides Assured Broadband Services:

11.12.1 The Client acknowledges that Assured Broadband Services limit the use of the Broadband Services to telephony services and preclude any form of non-telephony data access, including:

- a) General access to the Public Internet;
- b) SIP-based services provided by third parties;
- c) Site to Site connectivity
- d) IP extensions for remote workers.

11.12.2 If during commissioning of the Broadband Services, MJD discovers that due to physical, technical or geographic reasons the installation will not support Assured Broadband Services, the service will be downgraded to standard Broadband Services without charge to the Client.

11.13 If MJD provides Converged Broadband Services in addition to standard Broadband Services:

11.13.1 If during commissioning of the Broadband Services, MJD discovers that due to physical, technical or geographic reasons the installation will not support Converged Broadband Services, the service will be downgraded to standard Broadband Services without charge to the Client.

12. WAYLEAVE

12.1 During the term of this Agreement and for a period of sixty days following any termination thereof, the Client hereby irrevocably gives permission to MJD and its employees, agents, suppliers or contractors on reasonable notice at such reasonable times to execute any works on the relevant Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, inspection, renewal or removal of the Equipment.

12.2 MJD agrees to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under clause 12.1.

12.3 The Client warrants that it:

12.3.1 Is the current occupier of the Site; and

12.3.2 Is either the freeholder of the Site or is a tenant thereof under a lease expiring not before the expiry of the Minimum Term and any extended term thereafter;

12.3.3 Shall not to do or allow anything to be done to the Site that may cause damage to, or interfere with, the Equipment or prevent reasonable access thereto;

12.3.4 Shall, if it or a third party proposes to carry out works to the Site which requires the Equipment to be removed, relocated or altered, give MJD as much notice of its proposed works as is reasonably practicable (and in any event no less than six calendar months' prior written notice);

12.3.5 Shall procure all Site-related permissions and approvals necessary for MJD to deliver, install and maintain the Equipment and shall ensure the continuance of such throughout the term of this Agreement.

Service Schedule

The following Service Schedule sets out all of the Services that may be provided by MJD within these Supplementary Terms. The actual Services to be provided under the terms of this Agreement are listed on the Order.

1. Service Description Overview

- 1.1 The Broadband Services comprise three Service Components: Tail Circuits, Core Network and direct internet access. The Broadband Services are, as set out in the Order, delivered either as:
- Standard Broadband Services, which may be delivered as a Managed Service or as a Wires Only Service; or
 - Assured Broadband Services, which is a Managed Service; or
 - Converged Broadband Services, which is a Managed Service.
- 1.2 Tail Circuits are implemented using a number of different technologies, and the technology type and maximum possible Bandwidth to be provided under the terms of this Agreement are set out in the Order.
- Fibre-To-The-Cabinet ('FTTC') Tail Circuit technology comprises a fibre connection from the local exchange to a street cabinet and a copper loop connection from the cabinet to the Client's Site. The service supplied is asymmetrical and contended, with Bandwidths up-to 80 Mbps download and up-to 20Mbps upload, depending on the capabilities of the copper loop
 - Fibre-To-The-Premises ('FTTP') Tail Circuit technology comprises a fibre connection from the local exchange to a street cabinet and a fibre connection from the cabinet to the Client's Site. The service supplied is asymmetrical and contended, with Bandwidths up to 1 Gbps download and up to 220Mbps upload
 - Single Order Generic Ethernet Access ('SOGEA') is a variant of FTTC which is supplied without the requirement for a telephone connection. The availability of SOGEA is Exchange-dependent
 - ADSL2+ Annex A Tail Circuit technology comprises a copper loop connection from the Client's Site to the local exchange. The service supplied is asymmetrical, with Bandwidths up-to 24Mbps download and up-to 1.3 Mbps upload, depending on the capabilities of the copper loop
 - ADSL2+ Annex M Tail Circuit technology comprises a copper loop connection from the Client's Site to the local exchange. The service supplied is asymmetrical, with Bandwidths up-to 24Mbps download and up-to 2.5 Mbps upload, depending on the capabilities of the copper loop. The increase in upload Bandwidth is at the expense of download Bandwidth
 - Single Order Transitional Access Product ('SOTAP') is a variant of ADSL which is supplied without the requirement for a telephone connection. The availability of SOTAP is Exchange-dependent
- 1.3 The MJD's Core Network is a fully resilient network which employs diverse routing, is built with backhaul links into local telephone exchanges. The Core Network has multiple links into the Public Internet.
- 1.4 Internet access services are implemented by providing a routing through the MJD's Core Network to MJD's Point of Presence on the Public Internet. This service provides the Client with a direct route onto the Public Internet.

2. Repair of Customer Premises Equipment

Customer Premises Equipment that has been provided by MJD and has become Defective will be replaced as follows:

- CPE that is within its twelve month warranty period will be replaced free of charge, provided that the faulty CPE is promptly returned to MJD

- CPE that is not within its twelve month warranty period will be replaced and the Client will be charged for the replacement CPE
- The replacement CPE will be despatched on the next Working Day
- If the Client is in receipt of a Managed Service, the replacement CPE will be configured with Services settings prior to despatch, but not Client-specific settings (for example, additional open ports and wi-fi settings)

3. Network Performance

3.1 Standard Broadband Services

Product	Maximum Download Speed	Maximum Upload Speed
FTTC / SOGEA	80Mbps	20Mbps
ADSL / SOTAP	17Mbps	1Mbps
FTTP	1Gbps	220Mbps

3.2 Assured Broadband Services

Assured FTTC Broadband	Performance
Maximum Download Speed	80Mbps
Maximum Upload Speed	20Mbps
Maximum number of Voice Channels G.729 Codec	75
Maximum number of Voice Channels G.711 Codec	30
Core Network Latency	< 80ms
Core Network Jitter	< +/- 4.5ms
Core Network Packet Loss	<2%

Assured ADSL2+ Annex A / SOTAP Broadband	Performance
Maximum Download Speed	24Mbps
Maximum Upload Speed	1.3Mbps
Maximum number of Voice Channels G.729 Codec	5
Maximum number of Voice Channels G.711 Codec	2
Core Network Latency	< 80ms
Core Network Jitter	< +/- 4.5ms
Core Network Packet Loss	<2%

Assured ADSL 2+ Annex M / SOTAP Broadband	Performance
Maximum Download Speed	24Mbps

Assured ADSL 2+ Annex M / SOTAP Broadband	Performance
Maximum Upload Speed	2.5Mbps
Maximum number of Voice Channels G.729 Codec	5
Maximum number of Voice Channels G.711 Codec	2
Core Network Latency	< 80ms
Core Network Jitter	< +/- 4.5ms
Core Network Packet Loss	<2%

3.3 Converged Broadband Services

Converged FTTC Broadband	Performance
Maximum Download Speed	80Mbps
Maximum Upload Speed	20Mbps
Maximum number of Voice Channels G.729 Codec	75
Maximum number of Voice Channels G.711 Codec	30
Core Network Latency	< 80ms
Core Network Jitter	< +/- 4.5ms
Core Network Packet Loss	<2%

Converged ADSL2+ / SOTAP Annex A Broadband	Performance
Maximum Download Speed	24Mbps
Maximum Upload Speed	1.3Mbps
Maximum number of Voice Channels G.729 Codec	5
Maximum number of Voice Channels G.711 Codec	2
Core Network Latency	< 80ms
Core Network Jitter	< +/- 4.5ms
Core Network Packet Loss	<2%

3.3.1 Converged Broadband is a data and voice service. To maintain voice quality, voice bandwidth requirements will take precedence over data bandwidth requirements.

4. Service Level Agreement

4.1 MJD will use reasonable endeavours to fix Issues in the Broadband Services under its Standard Care service level targets:

- 4.1.1 MJD shall aim to make an initial response to the Client's request for assistance within 4 hours of the Client raising a Ticket;
- 4.1.2 MJD shall aim to resolve Issues in the Broadband Services within 48 hours of the Client raising a Ticket;
- 4.1.3 An Issue shall be deemed fixed when fixed by MJD and notified to the Client by MJD;

- 4.1.4 If MJD is prevented from fixing the Issue by circumstances beyond its reasonable control, the period of time during which circumstances prevail shall not be included in the calculation of the fix time. Such circumstances include:
- MJD or its subcontractors being prevented from access to the Client’s Site
 - Failure by the Client to respond to requests for further information made by MJD or its subcontractor
 - If, in the reasonable opinion of MJD a Site-visit is required and the Client fails to accept the first appointment offered by MJD
 - Any other failure by the Client that prevents MJD or its subcontractors carrying out its obligations

4.2 Failure by MJD to meet the targets set out in this section shall not be deemed a breach of this Agreement.

5. Support Desk

5.1 MJD’s Support Desk Service provides support and assistance in the use of the Services, including the following:

- Provision of help and guidance in the use and configuration of the Broadband Services
- Management of the prompt resolution of Issues arising within the Broadband Services which are identified by MJD’s monitoring system
- Management of the prompt resolution of Issues arising within the Broadband Services which are raised by the Client
- Management of hardware and firmware upgrades to MJD-supplied CPE as required as a result of product / service improvement activities by MJD
- Management of warranty claims in the event of CPE hardware failures
- Escalation management if required in the event of protracted Issue resolution
- Management of Change Requests

5.2 The Client can make requests for assistance by one of the following methods:

- By Email to MJD’s Support Desk – support@mjdsystems.co.uk
- By Telephone to MJD’s Support Desk – 01343 610 999

5.3 The Support Desk is available from 9am to 5pm Monday to Friday excluding bank and public holidays.

6. Complaints Handling

6.1 If dissatisfied with any Broadband Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Support Manager	01343 610999
2	Business Development Manager	01343 610999
3	Managing Director	01343 610999

6.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.