

Connectivity Service Description



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1. PRODUCTS AND SERVICES

1.1 Introduction

1.1.1 This Connectivity Service Description contains the service descriptions for the connectivity component of each of CSL's connectivity-based services.

1.1.2 The following connectivity components are described below:

- (a) CSL SIM (including rSIM)
- (b) CSL Broadband
- (c) CSL Satellite

1.2 CSL SIM

1.2.1 The CSL SIM service uses Wireless Path components and can be provided with either private connectivity or public Internet connectivity:

- (a) Private CSL SIM provides a secure IP communications path between a remote Customer Device and the Internet, the Customer's data centres, or host applications, typically using some form of CSL Backhaul component. Private CSL SIMs use private APNs which are managed by CSL; and
- (b) Public CSL SIM provides an IP communications path between a remote Customer Device and the Internet, the Customer's data centres, or host applications. Public CSL SIMs use public Internet APNs.

1.2.2 The CSL SIM service includes the provision of a SIM configured to connect to a single or multiple network providers as defined in the pricelist or order form. CSL retains control of which network provider the SIM connects to.

1.2.3 It is the responsibility of the Customer to carry out all SIM installation activities.

1.2.4 The Customer is not permitted to sell the SIM's IP address, mobile number, or any associated number or to agree to transfer them to a third party. The Customer's right to use the SIM, mobile number, IP address or any associated number will cease upon termination of the relevant Service.

1.2.5 The Customer must inform CSL immediately if a SIM is lost, stolen, damaged or destroyed or the Customer becomes aware that it or the Services are being used in an unauthorised manner.

1.2.6 The Customer must not use a SIM for any purpose other than for accessing the Services. CSL reserves the right to disconnect or suspend a SIM if CSL reasonably believes it is being misused. The Customer will be liable for any charges resulting from the misuse of a SIM or the information contained within a SIM.

1.3 CSL Broadband

1.3.1 CSL Broadband uses Wired Path components (for example PSTN, xDSL or FTTx) and can be provided with either private connectivity or public Internet connectivity:

- (a) Private CSL Broadband provides a secure IP communications path between a remote Customer Device and the Internet, the Customer's data centres, or host applications, typically using some form of CSL Backhaul component. Private CSL Broadband uses private realms which are managed by CSL; and
- (b) Public CSL Broadband provides an IP communications path between a remote Customer Device and the Internet, the Customer's data centres, or host applications. Public CSL Broadband uses public Internet paths and will not utilise CSL's Backhaul component.

1.4 CSL Satellite

- 1.4.1 CSL Satellite provides secure, high-speed, low-latency Internet connectivity via low earth orbit (LEO) satellite constellations available for both fixed and moving locations.

2. CONDITIONS OF USE

2.1 Applicability

Unless otherwise stated this section 2 applies to all Connectivity Services.

2.2 Charges and fair use

- 2.2.1 This section 2.2 does not apply to connectivity services that are provided as part of a product or service where the connectivity is not priced separately but is included in the price for the product or service as a whole (for example, some signalling devices).
- 2.2.2 CSL reserves the right to increase the charges on giving 30 days' prior written notice including (without limitation) where (i) there is an increase in the charges imposed on CSL by any Third Party Service Provider and/or Communication Provider including any increase due to currency fluctuation; and/or (ii) there is an increase in CSL's costs due to regulatory changes or changes to applicable law relating to the provision of the Services.
- 2.2.3 The following Fair Use Policy applies to all connectivity services. The following defined terms apply:
 - (a) "**Aggregated Monthly Allowance**" means the total data, voice minutes or SMS allowance for all Connections on an Aggregated Tariff calculated as follows: total allowance = (allowance per Connection) x (number of Connections on the Aggregated Tariff); where a Connection is activated part way through a month that Connection will contribute an amount to the Aggregated Monthly Allowance which is prorated for the part month;
 - (b) "**Aggregated Tariff**" means a tariff whereby a number of Connections on the same tariff are identified as having their individual data, voice and SMS allowances 'aggregated';
 - (c) "**Overage**" means the consumption of data, voice minutes or SMS messages over and above those included in the Aggregated Monthly Allowance;
 - (d) "**Overage Rate**" means the charge per megabyte, per voice minute or per SMS consumed over and above the Customer's Aggregate Monthly Allowance within an Aggregated Tariff.
- 2.2.4 For Connections with an Aggregated Tariff the Customer must comply with and remain within the Aggregated Monthly Allowance. CSL will charge for all Overage usage in excess of the Aggregated Allowance; such usage charges shall be calculated by reference to CSL's prevailing standard Overage Rates published by CSL from time to time or otherwise available on request. Any charges for Overage will be applied and charged monthly in arrears.

- 2.2.5 The allowances for data, voice minutes and SMS messages for CSL rSIM are shared between the primary and secondary profiles. Polling data generated by a CSL rSIM will be rated and charged for in the same manner as Customer-generated data.
- 2.2.6 Any unused voice minutes, SMS and data allowances included within the Aggregated Monthly Allowance cannot be carried over into the following month or any subsequent months.
- 2.2.7 No tariff includes calls to premium rate numbers. All calls to premium rate numbers will be re-charged to the Customer at the rate charged to CSL by the premium rate number provider plus an additional reasonable administration charge.
- 2.2.8 Where a connection charge is applicable, this will be a single, non-recurring payment which will be invoiced on or after connection of a new Connection to the Service.
- 2.2.9 CSL may apply a restriction on usage (such as a cap on usage) if CSL believes that any usage is outside of expected usage patterns. CSL is not obliged to monitor the Customer's usage patterns and the Customer remains responsible for all charges that are incurred by each Connection.
- 2.2.10 For Connections to the Service terminated before the end of any Minimum Term, the remaining per Connection monthly charge is payable to the end of the Minimum Term.
- 2.2.11 For all Connectivity Services, CSL reserves the right to charge a fee of £10 per Connection (the "Material Service Change Fee") which is payable on (i) termination of a Service for any reason or (ii) changing the tariff of a Service to a lower monthly tariff. The Material Service Change Fee is only payable if the Customer terminates or changes tariff on more than 10% of the total number of the Customer's active Connections in a month. The Material Service Change Fee is in addition to any early termination charge payable. If the Customer requests to port or migrate its services to another supplier, CSL reserves the right to charge an administration fee per Connection in addition to any other charges (such as the Material Service Change Fee) that may be applicable. Details of the administration fee are available on request.
- 2.2.12 Some Communication Providers require that a SIM becomes active within a certain amount of time after it has been provisioned on the Communication Provider's management platform, failing which they may charge a fee. This is referred to as the "**Activation Grace Period**". The length of the Activation Grace Period varies between different Communication Providers; CSL can provide details on request. If the Customer has not activated a SIM by the end of the relevant Activation Grace Period then CSL reserves the right to (i) charge the Customer the applicable monthly tariff for that SIM and (ii) to purge the SIM from CSL's and the Communications Provider's platforms, which will permanently render the SIM unavailable for use.
- 2.3 **Technology Change**
- 2.3.1 It is in the nature of communications technology that some types of technology become obsolete and are no longer provided.
- 2.3.2 CSL will give the Customer as much notice as is reasonably practicable of the withdrawal of any communications technology for which the Customer has an on-going service. Usually CSL will be able to offer an alternative product with similar or better capabilities but if not CSL may terminate any affected service by giving 30 days written notice to the Customer.
- 2.4 **Use of the Services**
- 2.4.1 The Customer shall ensure that any use of the Services shall:

- (a) comply with all applicable laws and not contravene any licence or code of practice or guidelines issued by a Competent Authority and not in any way be fraudulent or unlawful;
 - (b) be consistent with a reasonable customer's good faith use of similar services (including not acting in a way that could adversely affect the provision of Services to CSL or the Communication Provider's or Third Party Service Provider's other customers and not using the Services in a way which may cause reputational damage to CSL or the Communication Provider or Third Party Service Provider);
 - (c) not interfere with any third party's rights including third party intellectual property rights;
 - (d) comply with CSL's acceptable use policy, which is available on CSL's website and may be updated from time to time; and
 - (e) comply with any reasonable instructions from CSL or any Communication Provider or Third Party Service Provider.
- 2.4.2 CSL may (at CSL's option acting reasonably) pre-approve any or all equipment within which SIMs are used. All Customer equipment must:
- (a) be compatible with the Network, the Services, the Equipment and the SIMs;
 - (b) not harm the Network, or equipment belonging to another customer; and
 - (c) be connected to the Network in accordance with CSL's and the Communication Provider's or Third Party Service Provider's instructions.

2.5 Variation and Suspension

- 2.5.1 CSL shall be entitled at any time for operational reasons to change the codes or the numbers allocated to the Customer or the technical specification of the Services, provided that where possible any change to the technical specification does not materially affect the performance of the Services and/or to change the way it provides the Services if the Communication Provider or Third Party Service Provider changes the way they provide services to CSL.
- 2.5.2 CSL may suspend or throttle the speed of part or all of the Services:
- (a) for modification, maintenance or testing work; where possible CSL will notify the Customer in advance of such work;
 - (b) to ensure the security, integrity and performance of the Network;
 - (c) to comply with the requirements of the Communication Provider, the Third Party Service Provider or any Competent Authority including where the Network or Third Party Services fail or are unavailable for any reason;
 - (d) because of an emergency or upon instruction by emergency services or any Competent Authority; or
 - (e) if you have exceeded your usage allowances.
- 2.5.3 Where the Services are suspended, the Customer must, where the suspension is due to an act or omission of the Customer, pay the charges for the Services and any reasonable costs incurred by CSL or its Communication Provider or Third Party Service Provider during the period of suspension or until the Services are terminated.

2.6 Wireless Path

- 2.6.1 This section only applies to Services that use a Wireless Path.

- 2.6.2 All Wireless Paths are subject to coverage availability at the site; any coverage maps made available to the Customer are an estimate only and are not a guarantee of coverage.
- 2.6.3 Services using a Wireless Path are subject to network roaming agreements between Mobile Network Operators and are subject to change.
- 2.6.4 It is the Customer's responsibility to carry out a high-quality installation of appropriate high gain antenna to establish and maximise signal coverage at a site.
- 2.6.5 For Private CSL SIMs the IP communication path will be using CSL's Backhaul component only and not the public Internet.
- 2.6.6 CSL shall use its reasonable endeavours to provide the Wireless Path but CSL's ability to do so may be affected by factors which are beyond its control including:
 - (a) over-utilisation or congestion of the Cellular radio network;
 - (b) geographic or atmospheric conditions; and
 - (c) the availability of any underlying mobile network operator's service.

2.7 **Wired Path**

- 2.7.1 This section only applies to Services that use a Wired Path.
- 2.7.2 All Wired Paths are subject to availability at the site and are also subject to site surveys. The site must be at an address which is registered on the Royal Mail Postcode Address File (or equivalent local address database).
- 2.7.3 Service availability checks are not an absolute guarantee that the Wired Path access method or specific variant can be provided.
- 2.7.4 Some technical limitations may not become apparent until after the Services have been installed and are working. In such circumstances, the Service may need to be withdrawn and CSL shall be entitled to terminate the relevant Orders.
- 2.7.5 Actual throughput speed experienced on a Wired Path (i.e. actual speed experienced at a particular time when connected to the Service) may be lower than the estimated access line speed due to a number of factors including but not limited to (a) the nature of the Customer's line; (b) CSL's Network capacity; (c) the number of Customer sites sharing the relevant network infrastructure; (d) the number of customers accessing a particular website at any one time or time of day.
- 2.7.6 The provision of the Wired Path is conditional upon confirmation from CSL that it is able, and agrees to provide the access method and, if relevant, installation and/or survey services, at the relevant Customer site.
- 2.7.7 Where delivery of Wired Paths to a site is subject to excess construction charges (such as laying extra cabling or trenches), CSL will pass on details of such charges to the Customer for approval before proceeding any further with the Order.
- 2.7.8 Where an ordered Wired Path access circuit or service cannot be provided, the Customer may order an alternative or cancel such Wired Path service or access circuit, without incurring an applicable recovery charge (i.e. charges for recovering CPE from Customer premises). In these circumstances, the Customer shall not be entitled to any compensation in respect of such cancellation.
- 2.7.9 For each planned installation, the Customer must provide a site contact name/number who will grant access to the site on the Agreed Delivery Date for subsequent installation activities and confirm the exact location for the installation of the Wired Path.

- 2.7.10 CSL shall notify the customer of the Agreed Delivery Date for new installations. Each Wired Path and each Connection at any Customer Site may have different Agreed Delivery Dates. CSL will use reasonable endeavours to complete installations by the Agreed Delivery Dates but does not guarantee those dates.
- 2.7.11 The Customer will be deemed to have accepted the Service on the Agreed Delivery Date unless it cancels the Service before the Cancellation Deadline or notifies CSL within five Working Days that the Service was not available on that date, in which case the Customer will be deemed to have accepted the Service on the first date on which the Service is available.
- 2.7.12 If the delivery of the Service is delayed beyond the Agreed Delivery Date due to an act or omission of the Customer (including failing to provide complete information, accurate information and/or failure to procure any applicable consent, approval or access from any third party) or if the Order is modified after the Cancellation Deadline, CSL may start charging the customer for such Services from the Agreed Delivery Date and/or claim reasonable costs (including third party provider costs) that result from the delay, modification or cancellation.
- 2.7.13 CSL shall inform the Customer of the date for any required site visit but may not confirm an exact time. It is the Customer's responsibility to ensure site access is granted and available on the Agreed Delivery Date or missed appointment charges will become payable. Flexible appointments may be available at extra cost.
- 2.7.14 Unless otherwise agreed the Customer shall use CPE that is Bundled Equipment only to receive the Service provided by CSL.
- 2.7.15 The Customer may cancel the Service (subject to the payment of CSL's reasonable costs and expenses including of any third party provider charges incurred by CSL as a result of such cancellation) at any time before the Cancellation Deadline by providing written notice to CSL.
- 2.7.16 Where the fulfilment of a Customer Order requires CSL to terminate and migrate any existing fixed line agreements (whether such agreement is in the name of the Customer or any other third party) the Customer:
- (a) authorises CSL to terminate the Customer's and/or any relevant third party's existing agreements;
 - (b) shall be solely responsible for providing all telephone numbers, addresses and other information which CSL requests in connection with any such termination and migration; and
 - (c) shall, before the Agreed Delivery Date, procure that all its users and any third party whose existing fixed line agreements are to be terminated and migrated in connection with any Order authorise CSL to terminate their agreements with previous service providers and previous fixed line service providers in respect of all relevant Connections and comply with all reasonable requirements in connection with such termination and migration (including providing access to any relevant Site on the Agreed Delivery Date).
- 2.7.17 CSL will not be liable for wrongful cancellation of any agreements between (i) the Customer or any of its users or any third party and (ii) its previous provider of fixed line services or for any monies owing, termination fees or any other charges or claims levied by any such previous service provider, BT or any other third party in connection with the termination or migration of existing fixed line services. The Customer shall indemnify CSL against any and all claims and losses of any nature arising out of or in connection with the termination or migration of any fixed line services agreements pursuant to this Agreement.

2.8 Satellite Components

- 2.8.1 This section only applies to Services that use a Satellite path.
- 2.8.2 The CSL Satellite service is subject to coverage availability at the site.
- 2.8.3 It is the Customer's responsibility to carry out a high-quality installation in an appropriate location to maximise signal strength and prevent dropouts.
- 2.8.4 CSL shall use its reasonable endeavours to provide the CSL Satellite service, but CSL's ability to do so may be affected by factors which are beyond its control including:
 - (a) over-utilisation or congestion of the Satellite network;
 - (b) geographic or atmospheric conditions; and
 - (c) the availability of any underlying satellite operator's service.

2.9 Backhaul Components

- 2.9.1 This section only applies to services that use a Backhaul component.
- 2.9.2 The Backhaul component will be subject to an agreed design with the Customer. This can be delivered using a number of different technologies, most usually over an Internet-based IPSEC VPN or IPVPN (MPLS) service. Other options are available and subject to additional design and costing.
- 2.9.3 In order to maintain effective proactive monitoring of the Backhaul component, it is expected that appropriate ICMP (Internet Control Message Protocol) access through the Backhaul component will be granted to CSL. This may for example consist of a single pingable host system which, when unavailable, will allow automatic alert triggering to nominated Customer support personnel.
- 2.9.4 The Service may include the supply by CSL of secure user credentials for use with supported VPN client software. The VPN client software will allow secure remote IP connectivity via the Service to the permitted Customer Device(s).

2.10 Cessation of Service

- 2.10.1 Following termination of a Service, the Customer will be issued with a final bill, which will be calculated and sent out to the Customer once all outstanding Charges, including any recovery charges have been identified. This may take up to eight weeks.
- 2.10.2 If the Customer is terminating the Service in respect of any Connection, the Customer will lose all service components purchased in respect of that Connection unless they have made arrangements to have their service transferred to another service provider.

2.11 Suspension and Throttling

- 2.11.1 CSL may suspend or throttle the speed of part or all of the Services if (a) the Customer is in default of its payment obligations; or (b) the Customer has breached CSL's acceptable use policy; or (c) CSL believes acting reasonably and in good faith that a Service is using a SIM or equipment that has been lost or stolen.

2.12 Site Visits

- 2.12.1 If CSL (or a subcontractor) requires access to a Customer site to perform any part of the Services then:
 - (a) the Customer shall ensure that an engineer can access the site at the times required by CSL or the subcontractor;
 - (b) the Customer shall provide a safe environment for any engineers coming on site; and

- (c) the Customer will provide CSL (or its subcontractors) with any information, documentation or assistance reasonably requested by CSL to enable CSL to prepare a Risk Assessment and Method Statement.

3. CUSTOMER RESPONSIBILITIES

3.1 Service Obligations

- 3.1.1 The Customer either itself or acting through its subcontractor (if applicable) will:
 - (a) be responsible for carrying out any work required to prepare its site for installation and commissioning of the Service at the site; and
 - (b) be responsible for ensuring any CSL or third party engineers involved in installation and commissioning of the Service at the site have access to any required spaces, cabling, documentation and systems to aid in the installation and commissioning of the Service and related fault management.
- 3.1.2 Failure by Customer to fulfil the above obligations can lead to suspension or failure of the Services.

3.2 Technical Prerequisites

- 3.2.1 This section only applies to Services using a Wired Path.
- 3.2.2 In order to receive the Service, the Customer must have the minimum requirements as set out below for each Connection:
 - (a) the right (including any necessary wayleave) to have Wired Path components installed at the Site;
 - (b) a wall mounted power socket within two metres of the master phone socket such that the CPE can be powered; and
 - (c) connection to a suitably equipped exchange at which there is appropriate capacity.

3.3 Customer-supplied connectivity

- 3.3.1 Some Services that use dual connectivity paths require the Customer to provide one of the IP connectivity paths.
- 3.3.2 In this case the Customer is responsible for maintaining and paying for that IP connectivity path. Any Service that depends on Customer-supplied connectivity may not work fully or at all if that connectivity is not available for any reason.

4. SERVICE EXCLUSIONS

4.1 General Exclusions

- 4.1.1 CSL shall not be liable for any failure to provide the Services to the extent caused by any of the following:
 - (a) faults or incidents with any other third party service purchased by the Customer under a separate agreement and/or service specific terms;
 - (b) a fault or incident in, or any other problem associated with supplied power, any Customer equipment, non-maintained structured cabling, or other systems or networks not operated or provided by CSL;
 - (c) Customer's failure to provide the necessary space and power required for the installation and operation of the CPE supplied by CSL;

- (d) a fault, incident or delay that arises as a result of a request by the Customer for an expedited delivery of the Service;
- (e) sites where CPE replacement is required and CSL are waiting for Customer resources to attend and complete;
- (f) failure to supply all reasonable information CSL requests, including but not limited to, accurate and complete details of the Customer site as required to fulfil and complete the Order;
- (g) Customer requests for CSL to modify a Customer site, or to test one, although no Incident has been detected or reported in accordance with the Agreement;
- (h) any degradation of performance that is caused by, or for any fault or incident in, the access circuit that occurs as a result of, or in connection with, technical limitations beyond CSL's control;
- (i) non-availability due to routine or otherwise scheduled maintenance or suspension permitted by the Agreement;
- (j) a fault or incident caused by the Customer's negligence, act or omission or that of any third party not within CSL's direct control;
- (k) any incompatibility or failure of the Customer's own equipment or network;
- (l) the failure of the Customer to comply with its obligations to CSL;
- (m) any deficiency or malfunctioning of CSL's equipment resulting from any damage caused by a third party; and
- (n) any matter beyond CSL's reasonable control.

4.2 Alarm Signalling Flood Control

- 4.2.1 In the event of network disruption or outage CSL may without notice delay Gemini Managed Network communication fails being sent until outages have been fully restored.
- 4.2.2 Where available, smart reporting will be applied to hold path faults in the event of local or national network disruption where the alternate path is still available or up to the maximum reporting time as required by the Service purchased.

5. DEFINITIONS

Capitalised terms in this Service Description shall have the same meanings as in the CSL General Terms and Conditions and in addition the following terms shall mean:

Agreed Delivery Date	means the date for installation of the Service or a component of it
Agreed Delivery Date Confirmation	means the notification from CSL to the Customer confirming the Agreed Delivery Date
Backhaul	means the method by which IP data is passed between CSL's core network infrastructure and the Customer's data centres or central host applications
BT	means British Telecommunications plc including its Openreach and BT Wholesale divisions
Cancellation Deadline	means 12 noon on the day which is two Working Days before the Agreed Delivery Date as set out in the Agreed Delivery Date Confirmation

Cellular	means mobile data communications technology provided over 2G, 3G, 4G or 5G (or similar) networks
Connection	means the provision of a communications path to the Customer, whether fixed, mobile or satellite and using any communications technology.
CPE	means customer premises equipment; CPE can be either (a) purchased outright ("Purchased Equipment") or (b) provided as part of the Service ("Bundled Equipment"). Bundled Equipment is also referred to as "Loaned Equipment" or "Hired Equipment".
Customer Device	means the Customer equipment to which remote IP communication is required, such as without limitation a digital video recorder or access control system
Incident	means any fault, incident or problem which affects the Service provided to the Customer, excluding any fault, incident or problem with any other CSL service purchased under separate Service Terms
IP	means Internet protocol a suite of open architecture protocols that allow data communication over disparate networks
Minimum Term	means the following period (unless otherwise specified in the Order): (i) for CSL SIM (incl. rSIM): 12 month (ii) for CSL Broadband: 18 months (iii) for CSL Satellite: 1 month
PSTN	means the Public Switched Telephone Network
Service	means the services provided by CSL
Wired Path	means a copper wire or fibre telecommunication Connection between an End User's premises and the local telephone exchange or cabinet, over which broadband-type services may be running
Wireless Path	means mobile data communications technology provided over 2G, 3G, 4G or 5G (or similar) networks
Working Days	means Monday to Friday excluding public holidays