

1. SERVICE DESCRIPTION FOR CSL MANAGED DUAL PATH

The provisions of this Service Description form part of the Agreement comprising the CSL General Terms and Conditions and the Order Form.

2. 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: -

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| <i>Agreed Delivery Date</i> | means the date for installation of the Service or a component of it |
| <i>Agreed Delivery Date Confirmation</i> | the notification from CSL to the Customer confirming the Agreed Delivery Date |
| <i>AUP</i> | means CSL's Acceptable Use Policy (as amended from time to time) which can be viewed on the CSL website |
| <i>Backhaul</i> | 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 |
| <i>BT</i> | British Telecommunications plc including its Openreach and BT Wholesale divisions |
| <i>Cancellation Deadline</i> | 12 noon on the day which is two Working Days before the Agreed Delivery Date as set out in the Agreed Delivery Date Confirmation |
| <i>Cellular</i> | means mobile data communications technology provided over 2G, 3G or 4G (or similar) networks |
| <i>Connection</i> | the provision of any individual FTTC/ADSL connection which includes an ADSL or FTTC Wired Component, and may also include a PSTN line (which term includes any other physical access bearer), provided to the Customer pursuant to an Order |
| <i>CPE</i> | means customer premises equipment; CPE can be either (a) purchased outright (in which case it is treated as " <i>Equipment supplied without a Network connection</i> " under the General Terms & Conditions, or (b) provided as part of the Service (in which case it is treated as a Pre-Configured Router under the General Terms & Conditions) |
| <i>Customer Device</i> | means the Customer equipment to which remote IP communication is required, such as without limitation a digital video recorder or access control system |
| <i>Incident</i> | 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 |
|---------------------|---|
| <i>IP</i> | means internet protocol a suite of open architecture protocols that allow data communication over disparate networks |
| <i>Minimum Term</i> | 18 Months unless otherwise specified in the Order |
| <i>Service</i> | means the service described in paragraph 3.1 |
| <i>Wired Path</i> | 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 |
| <i>Working Days</i> | Monday to Friday, 08:30-18:00 hours excluding Bank Holidays in the UK |

3. SERVICE DESCRIPTION

- 3.1 The CSL Managed Dual Path Service utilises high quality Wired Path components (ADSL/FTTC) and mobile data components (2G/3G/LTE) to provide an end-to-end secure and resilient IP communications path between remote Customer sites and their data centres or host applications (the "**Service**").
- 3.2 In combination with a dual-path CPE, the Service utilises private primary path connectivity over a Wired Path connection and secondary path failover utilising cellular technology to maximise the availability of site connectivity.
- 3.3 The Service will consist of the following core components:
- (a) Supply of Customer Premises Equipment (CPE)
 - (b) PSTN Installation to the remote Customer site with Standard Care levels, unless the Customer has chosen to use their own BT supplied PSTN line)
 - (c) ADSL or VDSL Installation to the remote Customer site with Standard Care levels
 - (d) Cellular data service to the site capable of UK multi-network roaming

4. CUSTOMER PREMISES EQUIPMENT (CPE)

- 4.1 The Service includes the provision of a CSL Pre-Configured Dual-Path Router (CPE) for each connection to the Service to an address specified by the Customer.
- 4.2 CPE will be shipped pre-fitted with an active roaming SIM card and a specific configuration that has been agreed with the Customer in advance as part of the design activities.
- 4.3 CPE will be shipped to an agreed central Customer location for subsequent distribution by the Customer as applicable to their own site installation locations/resources/engineers.
- 4.4 It is the responsibility of the Customer to carry out all CPE installation activities as per any agreed installation guidelines, including any power requirement and ancillary items such as high-gain antenna etc.

- 4.5 If the Customer has purchased the CPE outright it is the responsibility of the Customer to procure and hold spare CPE. In the event that a CPE has been found faulty through a reported incident, the Customer shall be responsible for visiting the site to replace the faulty CPE with one of their own spares. CSL will disable the configuration from the faulty CPE and apply an equivalent configuration to the replacement CPE unit through its activation platform.
- 4.6 Where CSL is providing the CPE as part of the Service:
- (a) On conclusion by CSL that the CPE is faulty and requires replacement, CSL will ship a replacement unit to the Customer with the same configuration as that of the faulty unit.
 - (b) The faulty unit must be returned to CSL for examination and testing within 5 working days of receiving the replacement unit.
 - (c) Replacement CPE may consist of a different hardware model but will be of equivalent specification to the failed unit

5. SERVICE-SPECIFIC CONDITIONS OF USE

Wired Path Components

- 5.1 For supply of Wired Path components to site, the following clauses shall apply:
- (a) All Wired Path components are subject to availability at the site and may require site surveys.
 - (b) Service availability checks are not an absolute guarantee that the Wired Path access method or specific variant can be provided.
 - (c) The provision of the Wired Path component 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.
 - (d) Where delivery of Wired Path components 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.
 - (e) 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.
 - (f) For each planned installation, the Customer will provide a site contact name/number who will grant access to the site for subsequent installation activities and confirm the exact location for the installation of the Wired Path component.
 - (g) CSL shall notify the customer of the Agreed Delivery Date for new installations. Each Wired Path component 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.

- (h) 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 it will be deemed to have accepted the Service on the first date on which the Service is available.
- (i) 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.
- (j) 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 date or missed appointment charges will become payable. Flexible appointments may be available at extra cost.
- (k) In its use of the Service, the Customer shall only use CPE which has been supplied by CSL as part of the Service.
- (l) 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.
- (m) It is not possible to terminate only the Wireless Path Component or Wired Path Component of the Service provided in respect of any Connection. If the Customer is terminating the Service in respect of any Connection, the Customer will lose all connectivity purchased under these Service-Specific Terms

5.2 Termination of previous service providers:

- (a) It is a condition of this Agreement that where the fulfilment of a Customer Order requires CSL to terminate and migrate any existing FTTC/ADSL or fixed line agreements (whether such agreement is in the name of the Customer or any other third party, the Customer:
 - (i) authorises CSL to terminate the Customer's and/or any relevant third party's existing agreements;
 - (ii) 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
 - (iii) shall, before the Agreed Delivery Date, procure that all Users and any third party whose existing FTTC/ADSL or fixed line agreements are to be terminated and migrated in connection with any Order authorise CSL to terminate their agreements with previous FTTC/ADSL 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).

- (b) CSL will not be liable for wrongful cancellation of any agreements between (i) the Customer or any User or any third party and (ii) its previous provider of FTTC/ADSL or 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 FTTC/ADSL or 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 FTTC/ADSL or fixed line services agreements pursuant to this Agreement.

- 5.3 Actual throughput speed experienced (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) number of customers accessing a particular website at any one time or time of day; and (e) any AUP if specified by CSL.

Wireless Path Components

- 5.4 For supply of Cellular components to site, the following clauses shall apply:
- (a) All Cellular components are subject to coverage availability at the site
 - (b) Cellular services are subject to network roaming agreements between Mobile Network Operators and are subject to change
 - (c) Unless the Order Form says otherwise, Cellular services will consist of a 1Gb data allowance per month.
 - (d) It is the Customer's responsibility to carry out a high-quality installation of appropriate high gain antenna to establish and maximise CPE signal coverage at the site and hence provide a reliable secondary failover bearer path.

Backhaul Components

- 5.5 For supply of Backhaul, the following clauses shall apply:
- (a) Backhaul 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. Other options are available and subject to additional design and costing.
 - (b) In order to maintain effective proactive monitoring of the Backhaul, it is expected that appropriate ICMP access through the Backhaul 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.
 - (c) 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.
- 5.6 Cessation of Service
- (a) Following termination of the 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.

- (b) If the Customer is terminating the Service in respect of any Connection, the Customer will lose all service components purchased under these Service Specific Terms in respect of that Connection unless they have made arrangements to have their service transferred to another service provider.
- 5.7 In order to receive the Service, the Customer must provision and maintain the required equipment and facilities set out in the Mandatory Accompanying Services and Technical Prerequisites clauses below.
- 5.8 Any IP or other network addresses allocated to the Customer by CSL are for use only in connection with the Service; all rights in such addresses belong to CSL and the Customer's right to use them shall revert to CSL upon termination of this Agreement.
- 5.9 The Customer shall not (and shall ensure that Users shall not) connect or seek to connect the Service to the public switched telecommunications network (PSTN) otherwise than in accordance with Applicable Law.
- 5.10 The Customer shall not use the Service or any part of it in a way that in the reasonable opinion of CSL could materially affect the quality of any telecommunications service as notified to the Customer by CSL.

6. FAULT MANAGEMENT

- 6.1 CSL will provide a technical support desk to the Customer which is available on Working Days
- 6.2 If the Customer reports a fault in the Service CSL will respond by:
 - (a) providing advice by telephone, including advice where appropriate, as to tests and checks to be carried out by the Customer;
 - (b) where possible, carrying out diagnostic checks from CSL premises including PSTN line checks (where the PSTN is supplied by CSL) and Cellular connectivity testing
- 6.3 Incidents may be reported at any time; however Incident resolution will only occur during Working Hours.
- 6.4 The Customer must appoint approved points of contact responsible for accessing the CSL Support Desk
- 6.5 CSL may temporarily interrupt the Service to carry out Planned Works. CSL will notify the Customer where possible of any Planned Works. "Planned Works" means CSL-initiated changes to the Service or those initiated by the underlying providers of the Wired Path and Cellular communications bearers (e.g. for essential maintenance or network upgrades). CSL will use reasonable endeavours to minimise the Planned Works and any subsequent disruption to the Customer. The Customer is responsible for notifying its users or other relevant third parties of any Planned Works.
- 6.6 Enhanced service levels are available subject to customer requirements and additional costing.
- 6.7 Operational in-life status will take full effect after a 1-month stabilisation and settlement period following the commissioning of the Service to a new site.
- 6.8 The Service does not include:

- (c) the provision or repair or maintenance of Customer Devices;
- (d) the provision or repair or maintenance of Cellular signal coverage to the Customer site; or
- (e) on-site installation, repair or maintenance of the CSL supplied CPE;

7. PROACTIVE MONITORING

7.1 If the Order Form indicates that Proactive monitoring is included in the Service, CSL will on a 24-hour x 365 basis, proactively monitor all CPE that are supplied as part of the Service and have been formally commissioned into operational in-life status. CSL will:

- (a) Monitor and poll the CPE at regular intervals (through ICMP polling and SNMP querying);
- (b) Maintain cellular signal strength state information on all CPE to identify sites that may not achieve reliable failover to mobile or may need remedial attention by the Customer;
- (c) Detect failures or deficiencies that may or may not be visible to the Customer and take appropriate action where possible;
- (d) Detect and Alert on total communications failure and take appropriate action where possible;
- (e) Notify the Customer of those sites which may be classified as "Cause for Concern" and therefore may require Customer attention. These may include but are not limited to:
 - i. Incidents that may be as a direct result of substandard installation;
 - ii. Sites where the backup path is or has become unavailable due to substandard installation, poor cellular coverage, environmental changes or localised site/cell issues;
 - iii. Sites that have not achieved successful commissioning into Operational In-Life status;
 - iv. Sites where resolution has been determined to require Customer attention, on-site access etc.;
 - v. Loss of power of site.

7.2 CSL will alert the Customer to issues or planned/unplanned outages which may affect the performance of the Service.

7.3 The Customer will provide contact details for nominated and specific personnel to whom all Proactive Monitoring alerts can be directed for action.

8. TARGET RESOLUTION TIMES FOR WIRED PATH COMPONENTS

8.1 Where Wired Path components have failed, the Service allows failover to the secondary Cellular path. In such cases where faults have developed on the Wired Path, resolution will be subject to the Care Levels attached.

8.2 When resolution activities require engineering attendance at Customer Premises, the Customer will be responsible for providing access to the site, as requested and coordinated by CSL.

- 8.3 Target Resolution Times for Wired Path components are subject to site access being granted by the Customer if and when required.
- 8.4 Faults/Incidents shall be deemed to: (i) commence when acknowledged by CSL; and (ii) end when CSL advises Incident resolution. The Customer will be deemed to have been advised if CSL has made reasonable attempts to contact the Customer.

ADSL/FTTC Components

- 8.5 Where troubleshooting concludes that a fault exists with the underlying ADSL/FTTC components to a site, target resolution times will subject to the associated Care Level that has been subscribed to for that component. The CSL Managed Dual Path Service includes Standard Care levels on these components as defined in the table below. Enhanced Care levels are available at additional cost.

| ADSL/FTTC Care Level | Period of Cover | Target Resolution Time |
|----------------------|-----------------------------|------------------------|
| Standard Care | 08:00 to 18:00 Working Days | 48 Hours |

- 8.6 Where an ADSL/FTTC fault is reported outside of the period of cover applicable to the relevant Care Level which the Customer has subscribed to, the fault will be treated as if it had not been reported until the beginning of the next period of cover and this will be the start time for the Target Resolution Times above.

PSTN Components

- 8.7 Where troubleshooting as part of an incident concludes that a fault exists with the underlying PSTN component to a site, Target Incident Resolution Times will be further subject to the associated Care Level that has been subscribed to for that component. Where CSL have provided the PSTN component as part of the Service, the CSL Managed Dual Path Service includes Standard Care levels on the PSTN component as defined in the table below. Enhanced Care levels are available at additional cost that offer quicker Target Resolution Times and flexible engineering appointments.

| PSTN Care Level | Target Resolution Times |
|-----------------|--|
| Standard Care | Clear by 23.59 day after next, Monday to Friday, excluding Public and Bank Holidays in the UK. For example, report Tuesday, clear Thursday |

9. RESPONSIBILITIES OF THE CUSTOMER AND CSL

CSL Responsibilities

9.1 CSL will provide the Customer (or its subcontractor if applicable) with such instruction, advice and guidance in the use and operation of the Service and the installation and commissioning of the Service as CSL deems reasonable.

Customer Responsibilities

- 9.2 The Customer either itself or acting through its subcontractor (if applicable) will
- (a) be responsible for any work required to install and commission the Service at the site
 - (b) install and maintain in good working order the CSL supplied CPE including the SIM Card in accordance with any instructions provided by CSL or the third party communication network provider; and
 - (f) will carry out signal strength surveys and take due account of the wireless signal strength available at an end user’s premises prior to ordering the Service and take appropriate measures when positioning aerials to ensure the correct operation of the Cellular component of the Service. Obtaining suitable signal strength may require the use of extension cabling and/or higher gain aerials.

Mandatory Accompanying Services

In order to receive the Service, the Customer must provision the Mandatory Accompanying Services set out below:

| Required Equipment | To be provided by |
|--|--|
| Access Line which is a suitable BT analogue exchange line with no incompatible services operating on it. | The Customer, or CSL if a fixed line has been transferred or ordered for the relevant Connection |

Technical Prerequisites

In order to receive the Service, the Customer must have the minimum requirements as set out below for each Connection:

| Required Facilities |
|---|
| The right (including any necessary wayleave) to have Wired Path components installed at the Site |
| Connection to a suitably equipped BT exchange at which there is appropriate capacity |
| The ability for an engineer to access the service location at the Customer site for installation and repair purposes. |