Annex - IC-air Terms

30 Mark Simcoe Tue, Jul 25, 2017 Terms & Conditions 4994

Terms & Conditions Annex

IC-air Service

Service Specific Terms and Conditions for IC-air services provided by the Company

1. Definitions - additional to those in the Main Terms and Conditions

a. "IC-air" means a Broadband service delivered wirelessly from an IC controlled network POP.

b. "POP" means a Point of Presence where services are delivered from or via.

c. "Customer Equipment" means any equipment, the property of the Customer or rented by the Customer from a third party, used by the Customer in order to use the Service.

d. "Minimum Period" means the minimum period during which Service is provided as agreed during the ordering process with the Company.

e. "Network" means a network over which service is provided.

f. "Service" includes previously defined services with the addition of wireless delivered Broadband and associated connectivity.

g. "Usage Charges" means the charges made by the Company to the Customer for use or the provision of the Service.

h. "NTE" Network Termination Equipment, this is equipment supplied by IC for connecting into the Network.

i. "NOC" Network Operation Centre.

2. The Company will procure Service to the Customer as detailed on the order. The Company, or its principles may at time to time without notice vary the Service for technical, operational or other reasons within its entire discretion.

3. The Company will use reasonable endeavours to procure a continuous high quality Service in accordance with our SLA's and the Customers chosen / purchased service levels.

4. The Company will use reasonable endeavours to report to its principles / engineering contractors any fault on the Network, which is reported to it by the Customer. The Company shall not be liable to the Customer for any losses incurred as a result of any interruption to the Service.

5. If a fault is caused by the Customer Equipment, by breach of this Agreement by the Customer, or by the Customer's negligence, or if a fault occurs on the Customer's premises or land, then the Company may recover all reasonable costs incurred from the Customer.

6. Missed appointments, in the event that a visit is required to the Customer's premises for any reason an appointment will be advised, if this appointment is missed by the Customer then a missed appointment charge will be added to the Customer's monthly bill to cover expenses incurred.

7. Where a fault is reported by the Customer and engineers are despatched to the Customer's premises and the fault is determined to be within the Customers control and responsibility then the Customer accepts liability for the costs associated with the engineer call out at the current prevailing rate from either the Company or its chosen services provider. This charge will be automatically added to the Customer's account and be collected during the next billing run.

8. The Company shall be entitled to suspend Service in order to maintain or improve the Network or if obliged to do so by virtue of any direction or request from any Government Department, Emergency Service, Regulatory or Administrative Authority, or by its principles, or for any other reason whatsoever. The Company will use reasonable endeavours to give the Customer notice of such suspension as reasonably practicable normally via the support section of the IC website.

9. The Customer undertakes to;

a. Use the service in accordance with the reasonable instructions of the Company or its principles.

b. Not to use the Service in any improper or unlawful manner or in any manner which

may cause offence.

c. To allow the Company or its duly appointed agents access to the Customer's premises for the purposes of installation, programming and maintenance, or for any other reason whatsoever

d. To ensure that the Customer Equipment is in good working order and is maintained by a competent maintainer or service provider.

e. To use only IC approved Customer Equipment, all Customer Equipment must comply with all relevant legislation relating to its use from time to time.

f. To pay for all Service provided by the Company within the time limits and in the manner set out in our Main Terms and Conditions and be responsible for the usage of the Service, whether the use of the Service has been authorised by the Customer or not, and the customer agrees that the Company is not obliged to monitor the levels of usage and/or report on unusual usage patterns.

g. To inform the Company, giving at least 30 days written notice, of any changes in details of the Customer including change of address.

h. Not to in any way whatsoever modify the programming of the Customer Equipment where the Customer Equipment has been programmed by the Company.

i. Not to in any way whatsoever, cause calls to be routed over any networks, other than the Network without prior permission being granted by the Company.

j. At the Customers own expense, to terminate any existing contracts with alternative suppliers following the transfer of services the to the Company which are similar or replaced by the Companies services.

k. Not to enter into any contracts with alternative suppliers to provide the Customer with services which are similar to the Service or intended replacements for the Service whilst still within the Minimum Term.

l. To comply with current UK legislation in the use of telecommunications services.

m. To ensure the supplied transmission equipment remains in a suitable environment and is not disturbed and remains powered from a suitable clean power source.

10. In order to supply the Service, NTE will be required to be installed at the customer's premises. This equipment remains the sole property of the Company and the Customer is responsible for the safe keeping of this equipment. Any NTE damaged / altered or removed either accidentally or on purpose will render the Customer liable for it's replacement at RRP pricing as outlined by the Company from time to time.

11. The NTE is pre-programmed and locked down to the Company for the sole provision of the Service and the Company strictly prohibits tampering or attempted access by the Customer to this equipment. Any such attempts will be logged and reported to our NOC and the Service will be removed without warning and the equipment isolated to prevent damage. The Customer will be liable for re-instatement or removal of the NTE and any costs incurred as a result of taking such actions.

12. The NTE will normally include an externally mounted aerial and the Customer will ensure that appropriate permission is sought for the installation of this NTE, the Company will not be liable for any costs or associated legal action as a result of installation of the NTE.

13. The Service is delivered over the radio spectrum on a FWA licence as described by the UK regulatory authority Ofcom. This licence entitles the Company to supply services over a specified radio frequency band at pre-defined power limits. The FWA licence is non-exclusive and therefore is not immune to interference and no warranties are made in that respect. In the event of interference alternative frequencies will be selected to minimise the interference effects and the Company will in the event of interference across the entire spectrum debilitating or degrading the service invoke it's MBORC clause.

14. The Service is delivered over free space wireless infrastructure and the actual quality and throughput will vary upon atmospheric conditions, the Service is rate adaptive and will endeavour to maintain the best possible link at all times. The links are installed based upon an anticipated SLA delivery of greater than 99.9% availability based on average historical atmospheric conditions.

15. The Service requires in most instances line of sight (LOS) to the nearest POP, the Company accepts no liability where this LOS is obscured for any reason thus impairing or debilitating service delivery. In the event that this obstruction is of a permanent nature that is out of the immediate control of either party then the Service may be cancelled by either party without penalty.

16. The Service is a 'Shared' service which by it's very definition means that it is delivered on a non-exclusive basis and is contended with other users of the service. The data limits and packages are prevalent to enforce 'Sharing' and in the event of excessive constant usage the Company reserves the right to deploy traffic management or preventative measures to limit potential disruption to other users of the Service. Any such measures taken may result in a management charge being added to cover reasonable expenses by the Company in effecting such control.

17. Service Levels and Repair Targets

a. Service Levels

Please see the Annex - SLA & Service Credits

b. Fault Reporting

i. Faults should be reported to the Company's support centre via email / telephone or web portal as detailed on the Company Web Site during normal opening hours.

ii. The service levels will vary depending upon the service taken and priority will be given to those connections of a higher service level.

iii. All repairs are subject to weather conditions and light and repairs requiring external work may be halted and extended should conditions be unsuitable or potentially hazardous in which case MBORC will apply.

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