

Business Networks Equipment, products and/or Business Network services

Version 1

This document tells you about our business networks equipment, product and/or business network services. These **special terms**, along with our standard terms and conditions, and our service level agreement, explain exactly how we'll work with you. We've done our best to cover everything, but if there's anything you'd like to check, just call our Customer Services team on 0800 052 0800.

1 Definitions and interpreting this document

1.1 In these **special terms**, words and terms mean the same as they do in the **agreement** unless these **special terms** give a different meaning.

1.2 In these **special terms**, the following words and terms have the meanings set out below:

business network integration service means the supply of various services including design and project management services and installation, configuration and commissioning services associated with the supply of **purchased equipment** or **software**, but excluding the supply of that **purchased equipment** or **software**.

delivery date means: (i) for **purchased equipment**, the **equipment delivery date**; (ii) for **software**, the **software delivery date**; and (iii) for the **business network integration service** and **professional services**, the **service delivery date**.

equipment charges means our charges for the **purchased equipment**.

equipment delivery date means: (i) if we supply **business network integration service** to you the date the **purchased equipment** and/or any **physical media** is delivered by us or our supplier to the relevant **site** or, in connection with certain works to be carried out by us, to us at our place of business; and (ii) if we only supply **purchased equipment** to you and no **business network integration service**, the date on which we or our supplier (including the **provider**) deliver the **purchased equipment** to the **site**.

maintenance service or maintain means our maintenance of the **supported**

equipment as set out in the **service Level agreement**.

management service or manage means our management of **supported equipment** as set out in the **service Level agreement**.

monitoring service or monitor means our monitoring of the **supported equipment** as set out in the **service Level agreement**.

physical media means any physical media or tangible property containing **software**, including but not limited to CD-ROM, DVD, USB storage device or any other tangible property in whatever form.

products means **purchased equipment** or **software** (whether provided electronically or through **physical media**).

provider means any supplier, licensor, publisher, manufacturer, developer or other third party provider of **products** other than us, provided that either we have notified you of such **provider** in the **agreement** or it would be reasonably apparent to a reasonable customer (acting reasonably) that we are not the **provider** of any **products**.

provider terms means any terms and conditions, license agreement, terms of use, warranty or other conditions, including any express agreement entered into between you and a **provider**, that may be imposed by a **provider** and apply to any **provider products**, as updated by the **provider** from time to time.

professional service means the supply of various professional services which do not involve the supply of **purchased equipment** or **software** (and not being **business network integration service**), including IOS Discovery, Business Network Audit, Wireless

Special terms

Survey, Consultancy, Engineering Support, and IP Multimedia Network Audit, each as further detailed in the **order form**.

service means **professional service**, **business network integration service** (excluding the supply of Equipment) or **support service** (or any part of it or them) as described or referred to in the **order form** (as applicable).

service charges means our Charges for providing the **service**, excluding any **equipment charges**.

service delivery date means: (i) for the **business network integration service**, the date of successful completion of the Acceptance Tests or (in the case of phased installation) of the Acceptance Tests applicable to the relevant project phase; and (ii) for **professional services**, the date on which we deliver to you the Deliverables.

software means any computer programs developed, licensed, released or issued by a **provider** to be supplied by us under the **agreement**;

software Charges means our charges for the **software**.

software delivery date means: (i) if the **software** is provided to you on any **physical media**, the date on which we or our supplier (including the **provider** directly) deliver such **physical media** to the **site**; and (ii) if the **software** is provided to you electronically, the earlier of the date on which we or our supplier (including the **provider** directly) license, grant or provide access to the **software** or make it available for your use or (if earlier) the date the **software** is first used or accessed by a user;

software term means, if we provide **software**, the licence term for the provision of the **software** as set out in the **order form**.

support charges means our **service charges** for providing the **support service**.

support commencement date means, if we provide **support service**, the date so defined in the **order form**.

support service means the **maintenance service**, the **monitoring service** or the **management service** described in the **order form**.

support term means, if we provide the **support service**, the term for the provision of the **support service** as set out in the **order form**.

supported equipment means any equipment (including associated software), whether or not the same is **purchased equipment** you purchase from us under the **agreement**, to be

covered by the **support service** or any part of it as described in the **order form**.

warranty claim has the meaning given to it in paragraph 3.3 of these **special terms**.

1.3 Reference in the **agreement** to the Charges shall include, as applicable, the **equipment charges**, the **software Charges**, the **service charges** and/or the **support charges**.

1.4 In the event there is a conflict between our **standard terms and conditions**, these **special terms** and the **provider terms** the following order of precedence shall apply:

1.4.1 these **special terms**;

1.4.2 our **standard terms and conditions**;

1.4.3 the **order form**; and

1.4.4 the **provider terms**;

2. Provision of the service and products

2.1 You acknowledge that we are not the supplier, manufacturer, licensor or provider of any **products** unless we expressly state otherwise in the **agreement**.

2.2 You further acknowledge that all **products** (unless we expressly state otherwise in the **agreement**) are:

2.2.1 supplied by a **provider** and procured by us on your behalf; and

2.2.2 are subject at all times to the **provider terms**

2.3 Any **product** delivery lead times or estimated **delivery dates** (whether or not set out in the **agreement**) are general estimates only and are not binding on us, and we shall have no liability for any failure to meet such lead times or dates.

2.4 If you fail to take delivery of the **product(s)** on any agreed date or fail to allow or enable us to perform the **service**:

2.4.1 we may arrange for storage of the **product(s)** at your risk and you will be liable to us for the reasonable costs of such storage; and

2.4.2 we may also charge you a call out fee together with any reasonable costs we incur as a result of your failure.

2.5 Unless otherwise stated, the **equipment charges** shall include delivery to the relevant **site** within the United Kingdom. **Service charges** for any **service** to be provided under the **agreement** will be separately included in the **order form**. If we are not providing **business network integration service** under the **agreement** your compliance with the

Special terms

- obligations under Clauses 4.6 and 4.8 shall be required as necessary to enable us to effect delivery of the **products** to the **site**.
- 2.6 The quantity of any consignment of **products** as recorded by us upon despatch from our place of business (or the **provider's** place of business where delivery will be performed by the **provider**) shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.
- 2.7 We shall not be liable for any non-delivery of **products** to the **site** (even if caused by our negligence) unless you give written notice to us of the non-delivery within seven (7) days of the date when the **products** would in the ordinary course of events have been received by you.
- 2.8 Our liability for non-delivery of the **purchased equipment** or **physical media** shall be limited to replacing the **purchased equipment** or **physical media** within a reasonable time or issuing a credit note at the pro rata **agreement** rate against any invoice raised for such **purchased equipment** or **physical media**. Where we are directly distributing, granting access to or making available any **software** electronically (and not through any **physical media**), our liability for non-delivery of such electronically distributed **software** caused solely and directly as a result of our negligence shall be limited to making a further instance of the **software** available to you or issuing a credit note at the pro rata **agreement** rate against any invoice raised for such **software**. We shall have no liability for non-delivery of any electronically distributed **software** caused other than solely and directly by our negligence, nor shall we have any liability for non-delivery of any **software** (whether provided electronically or through **physical media**) that is provided directly by the **provider** or any other third party and your remedies for such non-delivery shall be determined directly between you and the **provider** and/or as set out and limited in accordance with the **provider terms**.
- 2.9 Where the **products** include **software**, our sole responsibility to you is to make the **software** available to you as the **provider's** reseller of such **software**. Your use and access to the **software** shall at all times be governed by the **provider terms**. We shall have no liability to you in respect of the non-provision or non-operation of the **software**, or any suspension thereof, as a result of any non-compliance or breach by you or any **user** of the **provider terms**. Any re-instatement or rectification of the **software** following a breach or non-compliance by you or any **user** with the **provider terms** shall be determined by the **provider** directly. You are liable to pay us the **software charges** for the **software** as agreed in the **agreement**. Any suspension, non-performance, non-operational or fault with the **software** (whether as a result of your breach of the **provider terms** or otherwise) shall not relieve you of your liability to pay us the **software charges**.
- 2.10 You will be responsible for removing and disposing of all packaging included with the **purchased equipment** and/or **physical media** in a responsible and appropriate manner.
- 2.11 Where **services** relate to the provision of training, we reserve the right to provide such **services** at our premises or such other location(s) and using such personnel as we may determine and/or select. Where we have provided prior notice to you of any pre-requisite, training or requirement that may apply before we are able to provide any training **service**, we reserve the right to refuse or terminate any training **services** if any person attending on your behalf fails to satisfy such pre-requisite or requirement.
- 2.12 Any **products** which are subject to any guidelines, restrictions or provisions imposed by a **provider** or any other party (including any **provider terms**, law, regulation, regulator, government agency or body or otherwise) are sold, supplied and delivered to you subject to any such guidelines, restrictions or provisions.
- ### 3. Product Warranty
- 3.1 We disclaim all warranties, representations or promises in respect of the **products** to the extent permitted by applicable laws and regulations. The **purchased equipment provider's** guarantee or warranty documentation is included with the **purchased equipment** on delivery and it is your responsibility to ensure that such documentation is kept in a secure place. None of our employees have authority to make any warranty, representation or promise concerning the **products** except in writing and signed by one of our duly authorised officers.
- 3.2 You will only be entitled to the guarantee or warranty offered by the **provider** to the extent that we are able to pass on the same to you and all **products** are sold subject to the terms (if any) of such **provider** warranty or guarantee. The **provider's** standard product guarantee or warranty is the only support available for any **product** under the **agreement** unless you purchase **support service** from us in respect of the relevant **product**.
- 3.3 If you consider any **product** is defective in its quality or condition either within the

provider's warranty period ("**warranty claim**") or, only where the **services** include **support services**, outside of the warranty period ("**fault claim**"), you shall immediately notify us in writing or through such other means as we may notify to you in writing from time to time. We will notify you whether such **warranty claim** and/or **fault claim** must be progressed directly between you and the **provider** or whether we shall handle such **warranty claim** and/or **fault claim** with the provider on your behalf. If:

- 3.3.1 we notify you that you must progress the **warranty claim** and/or **fault claim** directly with the **provider**, we shall supply any relevant contact details of the provider. In such circumstances, we shall have no liability in respect of the **warranty claim** and/or **fault claim** other than providing you with the relevant **provider** contact details; and/or
- 3.3.2 we notify you that we will progress the **warranty claim** and/or **fault claim** with the provider on your behalf, we shall notify you of the process that must be followed in respect of such **warranty claim** and/or **fault claim** and you undertake and agree, as soon as possible and without any undue delay, to provide us with all such information or documentation, or to do or procure such steps, actions or things as we may require in order to progress any **warranty claim** and/or **fault claim** on your behalf with the **provider**. You agree that our sole liability to you regarding any **warranty claim** and/or **fault claim** is limited to the administration of such claims with the **provider** and any remedy available to you is expressly contingent and dependent upon and strictly limited to our ability to obtain a replacement or alternative **product** (or any component thereof) or a refund or credit from the **provider**. We shall not be liable or responsible for progressing or dealing with any **warranty claim** and/or **fault claim** which arises from normal wear and tear, misuse or abuse, negligence, accident, modification or alteration (save as expressly authorised by the **provider**) or any use not in accordance with any applicable **provider terms**, or any use, incorporation or combination with any third party product. We reserve the right to determine whether any **products** are defective.

3.4 It is your responsibility to satisfy yourself as to the suitability of the **purchased equipment** for your needs, except where we have provided written advice to you in respect of the suitability of the **purchased equipment** and you have relied on that advice.

3.5 We reserve the right to make minor alterations to the specification of any of the **products** at any time which do not materially affect the performance of the relevant **product**.

4. Risk and Title

4.1 The **products** shall from the time of delivery on the **delivery date** be at your risk, except as regards loss or damage caused by our wilful act or negligence.

4.2 Property in the **purchased equipment** and/or **physical media** (but not the **software** contained therein) shall pass to you on the date of our invoice for the **purchased equipment**.

4.3 Property in the **software** (whether provided electronically or through **physical media**) shall at all times remain with the **provider** and be subject to the license terms applicable to your (or any user's) use of the **software** as set out in the **provider terms**.

5. Accepting the service and purchased equipment

5.1 If we are supplying **purchased equipment** or **physical media** to you but no **business network integration service**, your acceptance of the **purchased equipment** and/or **physical media** shall be deemed to have occurred on the earlier of the date:

5.1.1 you confirm such acceptance in writing; and

5.1.2 that is five (5) Working Days following the **equipment delivery date**.

5.2 If we are supplying **software** to you but no **business network integration service**, your acceptance of the **software** shall be deemed to have occurred on the earlier of the date:

5.2.1 you confirm such acceptance in writing;

5.2.2 the date the **software** is first accessed or used by any user; and

5.2.3 the date that is five (5) Working Days following the **software delivery date**.

5.3 If we are providing **business network integration service** we will conduct Acceptance Tests following installation and commissioning of the **products** (or, in case of

Special terms

phased installation and commissioning, of the relevant **products**) to ensure that the **product** is ready for use. If the **product** is not ready for use, we will carry out remedial actions and repeat the Acceptance Tests.

- 5.4 All Acceptance Tests shall if you request be carried out in the presence of your representatives provided that they are available at such reasonable times as we may specify. On successful completion of the Acceptance Tests we may require you to sign a form confirming your acceptance of the **business network integration service** and the **product** (such signature not to be unreasonably withheld or delayed). If no such form is presented to you or if your representative does not sign such form within five (5) Working Days of being requested to do so, your acceptance of the **business network integration service** and the **product** shall be deemed to have occurred on the date of successful completion of the Acceptance Tests.

6. Intellectual Property Rights

- 6.1 The provisions of Clause 12 shall apply in respect of our provision of the **purchased equipment** provided that, without prejudice to Clause 15, our liability to you in respect of any Intellectual Property Claim Against you in respect of the **purchased equipment** or the **service**, whether under the indemnity in Clause 12.5 or otherwise, shall be limited to any amounts we have recovered in respect of such **intellectual property rights claim against you** from the **provider** of such **purchased equipment** or its licensor, or from the supplier, or its licensor, of the relevant service or equipment to us that we use in the provision of the **service** or part thereof.
- 6.2 You acknowledge that the **software** is the intellectual property of the relevant **provider**. Nothing contained within the **agreement** or these **special terms** shall be deemed to grant any right or title to such intellectual property to you and your use, access or licensing of such intellectual property rights shall at all times be exclusively governed by the **provider terms**. you agree that Clause 12 shall not apply in respect of any **software** and we will not and have no duty to indemnify, defend or hold you or a third party harmless from or against any Intellectual Property Claim Against you arising out of or in connection with the actual or alleged infringement by the **software** (or any part thereof) of a third party's intellectual property rights, except and only to the extent that a **provider** has expressly agreed to offer such indemnification and defence to you either directly under the **provider terms** or through us on a pass through basis. Where an indemnification is provided under the **provider terms** through us on a pass through

basis then, without prejudice to Clause 15, our liability to you in respect of any Intellectual Property Claim Against you in respect of the **software**, whether under the indemnity in Clause 12.5, the **provider terms** or otherwise, shall be limited to any amounts we have recovered in respect of such Intellectual Property Claim Against you from the **provider** of such **software**.

- 6.3 You agree not to translate, reverse compile or disassemble any **software** and agrees to transfer to its customers a copy of any license agreements or other documents included with the **software**.
- 6.4 Nothing contained herein shall be construed as granting you any right or license to use any logo, trademark or trade name of any **provider**, any license of which shall be subject to separate agreement between you and the **provider**, or as otherwise set out in the **provider terms**.

7. Equipment charges, software charges and service charges

- 7.1 The **equipment charges** and **software charges** are as set out in the **order form** save that if the US Dollar to GB Pound exchange rate prevailing on the date we pay our supplier in US Dollars has changed adversely by more than 5% compared to the exchange rate we used for calculating the **equipment charges** and/or **software Charges**, we shall have the right to increase the **equipment charges** and/or **software Charges** by an amount representing the excess of exchange rate change above that 5% times the **equipment charges** and/or **software Charges** set out in the **order form**.
- 7.2 The **service charges** are as set out in the **order form**. We may increase the **support charges** by giving you written notice of such increase not less than sixty (60) days prior to the expiry of the **support term** or any anniversary of such expiry date. However, if within thirty (30) days of receiving our notice you notify us in writing that, effective such expiry date or anniversary date, you wish to terminate the **support service** in total or in respect of some of the **supported equipment**, such **support charges** increase shall only apply to the part of the **support service** that continues after such expiry or anniversary date and shall not apply to the **support service** so terminated.
- 7.3 Where any **delivery date** and/or the **support commencement date** is delayed at your request or by virtue of your wilful act, neglect or failure to fulfil your obligations hereunder, the **equipment charges, software Charges** and **service charges** for the **products** and the **service** delivery so delayed and for any

Special terms

other deliveries subsequently delayed as a direct result shall unless otherwise agreed in writing between the Parties be payable no later than the applicable planned **delivery date** and/or **support commencement date**.

8. Ending the agreement

In addition to Clause 17 and Clause 22, the following also apply.

- 8.1 If we provide you with **purchased equipment** and/or **physical media** but not any other **service**, our obligations to you in respect of the **purchased equipment** and/or **physical media** expire upon successful completion of the Acceptance Tests carried out pursuant to paragraph 5 above of these **special terms**.
- 8.2 If we provide you with **software**, our obligations to you in respect of the **software** continue for the **software term** whereupon they shall automatically expire.
- 8.3 If we provide you with the **business network integration service** but not with the **support service**, our obligations to you in respect of the **business network integration service** expire upon successful completion of the Acceptance Tests carried out pursuant to paragraph 5 above of these **special terms**.
- 8.4 If we provide you with the **support service**, our obligations to you in respect of the **support service** continue for the **support term** and thereafter unless either Party terminates the **support service** by giving the other Party not less than thirty (30) days' prior written notice to expire at the end of the **support term** or thereafter.

SERVICE SPECIFIC TERMS

Support (maintain, monitor, manage) service (SMMMS)

The following terms and conditions shall apply to any **support service** we provide to you under the **agreement** as follows:

- (i) paragraphs 1 and 2 only shall apply if we provide **maintenance service** but no **monitoring service** or **management service**; and
- (ii) paragraphs 1, 2, 3, 4 and 5 shall apply if we provide the **maintenance service** and:
- (a) the **monitoring service**; or
- (b) the **monitoring service** and the **management service**.

1. Definitions and Interpretation

- 1.1 In these SMMMS **special terms** the following words and terms have the meanings set out below:

Communications Network means the communications network which we and our Group Companies run.

Connected site means a **site** connected by means of Support Connectivity as described in paragraph 3.2 below.

Current Release shall mean the latest release of any software necessary for the use of the **supported equipment**, or earlier version, which is still currently supported by the Original Equipment Manufacturer (OEM) or such release as is agreed to by the Parties.

Customer Connectivity means the further connectivity described in paragraph 3.2 below.

End-of-Support means, in respect of any **supported equipment**, that it is no longer technically or economically serviceable.

Minor Change means a minor configuration change in respect of the **supported equipment** which we perform remotely upon your request, as further described in the Data Sheet.

Support Connectivity means IPVPN connectivity provided by us or our Group Companies between your network at one or more of the **sites** where the **supported equipment** is located and our Communications Network.

2. Support service – maintain

2.1 you shall:

- 2.1.1 be responsible for all **site** environmental conditions and shall ensure that mains power supply, temperature, humidity and environmental conditions remain within the **supported equipment** manufacturers' published specifications;
- 2.1.2 where possible, conduct basic checks on the **supported equipment**, (including ensuring there are secure power connections), prior to the placing of a fault and, subsequent to the placing of a fault, you shall undertake reasonable diagnostics under the direction of our personnel prior to site attendance by our engineer;
- 2.1.3 agree to all reasonable scheduled downtime that may be necessary to bring the **supported equipment** back into service;
- 2.1.4 not add or fix any indelible identification, which would render the **supported equipment** unserviceable by us as a spare item;

Special terms

- 2.1.5 use only the Current Release of any software necessary for the running of the **supported equipment**; and
- 2.1.6 not alter or modify the Current Release in any way or permit it to be combined with any other programmes to form a combined work.
- 2.2 The **support service** does not include any maintenance which is necessitated as a result of your neglect or breach of the **agreement** or for the following reasons:
- 2.2.1 your failure to comply with paragraph 2.1 above;
- 2.2.2 failure of or damage to the **supported equipment** caused by interruption, disruption or surge in the electrical supply;
- 2.2.3 your improper treatment or use of the **supported equipment**;
- 2.2.4 modifications to the **supported equipment** which have not been approved by the **supported equipment** manufacturer;
- 2.2.5 virus damage to any of the software contained in, or running on the **supported equipment**, unless such damage is caused by us;
- 2.2.6 damage to the **supported equipment** during transport (excluding transport of the **supported equipment** by us or any person employed or engaged by us), accident, negligence, malevolence, acts of sabotage, strikes, riots or war, damage caused by water, fire, mechanical shocks through mishandling, and generally any accident or disaster liable to cause deterioration of the **supported equipment**;
- 2.2.7 defects or errors resulting from modifications to the Current Release made by persons other than us; or
- 2.2.8 use of any versions of the software other than the Current Release.
- 2.3 we reserve the right to make a charge for any work done by us which is excluded from the **support service** as set out in paragraph 2.2 above, determined as follows:
- 2.3.1 if we only become aware that the work is excluded from the **support service** after we have carried out the work, the full Charges amount, calculated based on our standard charges from time to time; and
- 2.3.2 if we are aware that the work is excluded from the **support service** before we carry out the work we shall advise you of the amounts of any such Charge before undertaking such work. In such case no such work will be undertaken without your prior written approval where the Charges for such the works are determined by us to be five hundred pounds (£500) or more.
- 2.4 All such Charges when incurred under paragraph 2.3 shall be payable in accordance with Clause 9. we shall only submit an invoice for such Charges upon completion of such work.
- 2.5 At any time during the **support term** we may declare that any **supported equipment** is End-of-Support. **supported equipment** declared End-of-Support shall from the relevant date specified in such declaration no longer be subject to the **support service** and will not be supported by us. It shall be your responsibility to replace such **supported equipment** declared End-of-Support. We shall adjust the **service charges** in respect of any such **supported equipment** declared End-of-Support effective from the relevant date and on a time pro rata basis.
- 2.6 Where the **support service** provides for replacement of hardware item(s) (including parts) of **supported equipment** the items with which the **supported equipment** is replaced shall become the property of the owner, at the relevant time, of the **supported equipment**. The **supported equipment** or any part or parts thereof removed shall become our property. You shall be liable for any additional cost incurred by us by reason of your refusal or delay in giving permission to remove **supported equipment** and we shall not be liable for or delay or failure in providing the **support service** by reason of such refusal or delay.
- 2.7 Subject to paragraph 2.9 below and payment of the applicable **service charges** additional items of equipment which in our opinion are suitable for use with the **supported equipment** already installed may from time to time during the **support term** be added to the **supported equipment** in accordance with the provisions of Clause 21 **Error! Reference source not found.** and receive the **support service** from their relevant **support commencement date** (as determined in accordance with the **order form** and/or our **standard terms and conditions** or as agreed by the Parties in writing).
- 2.8 you agree not to unreasonably refuse to accept changes to the **support service** which we may introduce generally from time to time in response to changes in technology and

Special terms

- resultant changes in our working practices, provided that such changes in the **support service** shall not result in any lesser service than specified in the **agreement**.
- 2.9 We may, at our sole discretion carry out an audit of the **supported equipment** prior to commencing the **support service** and you will provide full and safe access, both physical and remote, to the **supported equipment** and the system of which it is part for the purposes of the audit. Following such audit, we reserve the right either to refuse to supply the **support service** in respect of such of the **supported equipment** which in our opinion is not in good working condition or, at our discretion, to replace the **supported equipment** (in whole or in part) in which case you will pay our **equipment charges** for any such replacement prior to commencement of the **support service**.
- 2.10 If you fail to allow us to attend the **site** on any agreed date in connection with the **support service** we may charge you a call out fee.
- 3. Support service – maintain, monitor, manage**
- 3.1 You shall, at your cost and expense, have and maintain in place, from the **support commencement date** for the full **support term**, full and continuous Support Connectivity of such type as we deem suitable and of sufficient bandwidth and resilience to enable us to provide to you the **support service** in accordance with its terms.
- 3.2 Where the Support Connectivity is in place only to one of or to some (but not all) of the **sites** at which the **supported equipment** is located (each, a **Connected site**), you shall ensure that you have and maintain in place between **Connected sites** and **sites** that are not **Connected sites**, from the **support commencement date** for the full **support term**, further full and continuous support connectivity (not provided by us or our Group Companies) (**Customer Connectivity**) of such type as we deem suitable and of sufficient bandwidth and resilience to enable us to provide to you the **support service** in accordance with its terms in respect of **supported equipment** located at **sites** that are not **Connected sites**.
- 3.3 you shall:
- 3.3.1 give us full and continuous physical access to your network for carrying out diagnostics and repairing faults; and
- 3.3.2 give us remote access to your network and allow us to monitor your network for diagnostics and repairing faults.
- 3.4 We shall not be liable for any delay or failure in providing the **support service** to the extent that such delay or failure is the result of the Support Connectivity or the Customer Connectivity being unsuitable, unavailable, insufficient or interrupted.
- 3.5 You authorise us to modify or alter such settings or configurations of the **supported equipment** as may be required to provide the **support service**.
- 3.6 Where in connection with the **support service** your configuration, control or access to the **supported equipment** has been regulated or restricted you agree:
- 3.6.1 to exercise such control and access as you have been provided with and are authorised to exercise via our servers only; and
- 3.6.2 not to bypass or attempt to bypass any such regulation or restriction.
- 4. Service Levels**
- 4.1 you acknowledge that notwithstanding that, as set out in the **service level agreement**, the **monitoring service** and the **management service** are available on a 24/7 basis, the actual availability of those **support service** elements in respect of any relevant item of **supported equipment** shall be limited to availability not exceeding the availability of the Support Connectivity or the Customer Connectivity (as applicable).
- 5. Minor Changes**
- 5.1 Unless specified otherwise in the **agreement** we shall not be obliged to perform in excess of ten (10) Minor Changes per calendar month.