

Supplementary terms for the supply of Broadband Services

The terms and conditions detailed in this Service Schedule are specific to the products and services as recommended by Eloquent Technologies and detailed on the appropriate quotation and subsequent Order. This Service Schedule is designed to work in conjunction with our Master Service Agreement (MSA) and/or General Terms & Conditions, and shall be provided for review where applicable

All definitions set out in either our Master Service Agreement (MSA) or General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in this Supplement.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Bandwidth' means data transfer rate.
- 1.2 'Broadband' means an asymmetrical, contended Tail Circuit that is either based on single copper pair connectivity between the Client's premises and a street-level cabinet and fibre connectivity from the cabinet to the Exchange or single copper pair connectivity between the Client's premises and the Exchange.
- 1.3 'Broadband Services' means Core Network Services, Tail Circuit Services and access to the Public Internet.
- 1.4 'Change Request' means a request made by the Client to change the configuration of the Broadband Services made after the RFS Date, the implementation of which shall be chargeable, at Eloquent's prevailing rate.
- 1.5 'Core Network' means Eloquent's telecommunication network extending between its various Points of Presence.
- 1.6 'Core Network Services' means the services as set out in the Schedule, provided to the Client by Eloquent.
- 1.7 'Customer Premises Equipment' ('CPE') means Equipment provided by Eloquent under the terms of this Agreement which facilitate connection to the Broadband Services, including router(s) and modems as set out in the Order.
- 1.8 'Downtime' means a period during which the Broadband Services are not available for use.
- 1.9 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Eloquent is unable to provide prior notice of.
- 1.10 'End User' means a user of the Services subscribed to by the Client.
- 1.11 'Equipment' means Network Terminating Equipment and / or Customer Premises Equipment and any associated cabling that has been provided by Eloquent under the terms of this Agreement.
- 1.12 'Line' means connection to an exchange, which may be one of a single analogue line, a line in a multi-line group, an ISDN2 line comprising a two-channel digital line or a single ISDN30 line.
- 1.13 'Local Area Network' ('LAN') means the Client's local area network which is connected to the Client-network facing port(s) of the Customer Premises Equipment.
- 1.14 'Managed Service' means the provision of Broadband Services including the Client-premises based Network Terminating Equipment and the provision and remote management of the Customer Premises Equipment.
- 1.15 'Network' means Eloquent's Core Network and any Tail Circuits attached thereto.

- 1.16 'Network Terminating Equipment' means the equipment supplied by Eloquent that terminates the Network Services at the Client's premises, including a single socket for the connection of Customer Premises Equipment or Client-supplied equipment.
- 1.17 'Outage' means the Client's circuit is unable to transmit or receive data.
- 1.18 'Planned Maintenance' means any period of maintenance for which Eloquent has provided prior notice.
- 1.19 'Point of Presence' means a termination of the Core Network at an exchange, which may be a telephone exchange, data centre or an internet exchange.
- 1.20 'PSTN' means packet switched telephone network.
- 1.21 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.22 'Services' means Broadband Services and management services including helpdesk and maintenance services.
- 1.23 'Service Component' means a component of the Broadband Services
- 1.24 'Service Demarcation Point' means either the Client LAN-facing ports of the Eloquent-supplied CPE Router if the Services are delivered as a Managed Service or the Client-LAN facing port of the Network Terminating Equipment if the services are delivered as a Wires Only Service.
- 1.25 'Service Limitations' means the service limitations set out in this Agreement.
- 1.26 'Site' means the Client- owned or occupied location(s) as set out in the Order, at which Eloquent's Tail Circuit Services terminate.
- 1.27 'Small Business Customer' means a client who meets the definition for such as set out in Ofcom General Condition 9.3.
- 1.28 'Tail Circuit' means the telecommunications circuit which links the Client's Site(s) to the Core Network.
- 1.29 'Tail Circuit Services' means the services provided by Eloquent for the connection of the Client's Local Area Network to the Core Network as set out in the Order.
- 1.30 'Wires Only Service' means the provision of Broadband Services including the Client-premises based Network Terminating Equipment, but excluding the provision of Customer Premises Equipment and the remote management thereof.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on the Commencement Date and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 If the Client is not a Small Business Customer or is a Small Business the Customer AND has given Express Consent for this Agreement to continue to run after the expiry of the Minimum term, this Agreement shall continue to run after the expiry of the Minimum Term until terminated by either party by giving the other not less than ninety days written notice to terminate at the end of a calendar month. Eloquent shall not less than ninety days prior to the end of the Minimum Term or any anniversary of thereafter, notify the Client of changes to charges and any other changes to the terms of this Agreement. In the event that:
 - 2.2.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or at the end of any calendar month thereafter;

- 2.2.2 The Client notifies Eloquent of acceptance of changes, the Agreement shall continue in force until terminated by either party;
- 2.2.3 The Client fails to notify Eloquent of acceptance of changes and fails to serve notice to terminate, such failures to notify Eloquent shall imply that the changes have been accepted and the Agreement shall continue in force until terminated by either party.
- 2.3 If the Client is a Small Business Customer and has not given Express Consent for this Agreement to continue to run after the expiry of the Minimum Term, this Agreement will terminate at the end of the Minimum Term.

3. PROVISION OF SERVICES

3.1 The Services comprise the following Service Components:

- 3.1.1 The provision of Tail Circuit Services;
- 3.1.2 The provision of Core Network Services;
- 3.1.3 The provision of transit and routing of email and internet traffic;
- 3.1.4 The provision of access to the Public Internet;
- 3.1.5 The provision of helpdesk services during the hours set out in the Schedule;
- 3.1.6 The configuration and installation of Customer Premises Equipment at the Client's Site(s), save where the Broadband Services are delivered as a Wires Only Service;
- 3.1.7 The provision of maintenance services for the Customer Premises Equipment supplied by Eloquent.

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

- 3.2 For the avoidance of doubt, Eloquent shall not provide email or web-space facilities under the terms of this Agreement.
- 3.3 Eloquent shall provide IP data packets to the Service Demarcation Point.
- 3.4 Eloquent shall use reasonable endeavours to provide the Broadband Services twenty four hours per day, subject to the limitations set out in this Agreement
- 3.5 Eloquent shall use reasonable endeavours to provide each of the Services set out in the Order to The Client subject to acceptance of the Client's Order, from the RFS Date. During the Run-Up Period, Eloquent shall carry out the necessary pre service-provision activities, including, where applicable, Site survey(s), installation work and agreement of the RFS Date with the Client.
- 3.6 The Client acknowledges that the RFS Date shall not be dependent on any planned migration onto the relevant Services or when the Client commences using the Services.
- 3.7 Eloquent shall not be obliged to provide the Broadband Services prior to the completion of all construction and installation work at the Client's premises, which may or may not be under the control of Eloquent.
- 3.8 During the term of this Agreement, Eloquent shall be entitled to:
 - 3.8.1 Change the technical specification of the Broadband Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;

- 3.8.2 Make alterations to the Broadband Services. Such alterations may result in temporary disruption to the Broadband Services and Eloquent will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.9 Eloquent cannot guarantee and does not warrant that the Broadband Services will be free from interruptions, including:
 - 3.9.1 Interruption of the Broadband Services for operational reasons and temporary degradation of the quality of the Broadband Services;
 - 3.9.2 Interruption of the connection of the Broadband Services to other network services provided by either Eloquent or a third party; and
 - 3.9.3 Any such interruption of the Broadband Services referred to in this sub-clause shall not constitute a breach of this Agreement.
- 3.10 Although Eloquent will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an “as is” basis and Eloquent does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Services.

4. ACCEPTABLE USE

- 4.1 The Client agrees to use the Broadband Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Eloquent from time to time.
- 4.2 The Client agrees to ensure that the Broadband Services are not used by its End Users to:
 - 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Broadband Services;
 - 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
 - 4.2.5 Obtain access to restricted areas of the Network, data, systems or services;
 - 4.2.6 In any manner which in Eloquent’s reasonable opinion brings Eloquent’s name into disrepute;
 - 4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.8 Falsify true ownership of software or data contained in a file that the Client or End User makes available via the Broadband Services;
 - 4.2.9 Falsify user information or forge addresses;
 - 4.2.10 Act in any way which threatens the security or integrity of any computer system;
 - 4.2.11 Violate general standards of internet use, including denial of service attacks, unauthorised IP or port multicasting, spoofing, broadcasting, translation, routing, web page defacement and port or number scanning;
 - 4.2.12 Connect to the Broadband Services insecure machines or services that could be exploited by others to carry out actions which constitute a breach of this Agreement including the

transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of Eloquent's Network or any other third party system;

4.2.13 Send email to anyone who does not wish to receive it.

4.3 The Client acknowledges that it is responsible for all data and/or traffic originating from the equipment and/or networks that it has connected to the Broadband Services.

4.4 If the Client becomes aware that equipment under its control is generating data and/or traffic which contravenes this Agreement, the Client agrees to:

4.4.1 Immediately disconnect (and subsequently secure prior to reconnection) such equipment;

4.4.2 Immediately notify Eloquent of such contravention.

4.5 The Client acknowledges that it is solely responsible for its and its End User's to use of the Public Internet and any web pages accessed using the Broadband Services.

4.6 The Client agrees not use world wide web pages outside the Broadband Services to violate any part of this Agreement or to disrupt or attempt to disrupt another Internet user's internet experience.

5. THE CLIENT'S OBLIGATIONS

During the term of this Agreement, the Client shall:

5.1 Pay all additional charges levied by Eloquent, including those arising from usage-based components of the Broadband Services.

5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:

5.2.1 On a regular basis, change access passwords for all equipment that in the Client's reasonable opinion, may be liable to access by unauthorised persons;

5.2.2 Change passwords as appropriate when employees leave;

5.2.3 Use strong passwords;

5.2.4 Immediately notify Eloquent in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person;

5.2.5 Acknowledge that Eloquent shall be entitled to temporarily suspend the Broadband Services and / or change the Client's passwords in the event that in Eloquent's reasonable opinion, unauthorised persons may have access to the Broadband Services.

5.3 Ensure that the Equipment is not moved from its installed location unless expressly authorised to do so in advance by Eloquent and that its operating environment is kept within any limits specified by its manufacturer.

5.4 Agree that in all instances where it attaches equipment that has not been provided by Eloquent to the Broadband Services that such equipment shall be:

5.4.1 Technically compatible with the Broadband Services;

5.4.2 Conformant with all regulatory standards;

5.4.3 Configured / programmed by the Client;

5.4.4 The client-network facing port(s) on the Service Demarcation Point;

5.4.5 Conformant with any instruction issued by Eloquent in relation thereto; and

5.4.6 Not installed, configured, maintained or supported by Eloquent under the terms of this Agreement.

- 5.5 Accept that if it attaches equipment that does not comply with the provisions of sub-clause 5.4 and such equipment in the reasonable opinion of Eloquent is causing disruption to the Broadband Services, Eloquent shall be entitled to suspend the provision of the Broadband Services until such equipment is disconnected from the Broadband Services.
- 5.6 Accept that Eloquent shall not be liable for failure to meet any service levels or any failure of the Broadband Services resulting from the Client's failure to comply with the provisions of clause 5.4.
- 5.7 Accept that is the Client's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Broadband Services via the Client's equipment or software.
- 5.8 Be solely responsible for the configuration of its internal Local Area Network, and agree that any interruption in or to the Broadband Services which result from the configuration of the Client's LAN shall not be regarded as interruption in or suspension of the Broadband Services provided by Eloquent.
- 5.9 Agree that Eloquent may at any time scan any IP addresses allocated under the terms of this Agreement, for anything which may compromise the security of Eloquent's network (including open relays and open proxies).
- 5.10 Acknowledge that static IP addresses allocated under the terms of this agreement shall only be allocated for the duration of this Agreement, and shall remain Eloquent's property at all times.
- 5.11 Be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Broadband Services.
- 5.12 Promptly report to Eloquent any Incident that arises in the Broadband Services.
- 5.13 Prior to reporting an Incident in the Broadband Services to Eloquent, the Client shall use reasonable endeavours to determine that the source of the Incident does not lie in its LAN or other Client-supplied equipment that is attached to the Broadband Services.
- 5.14 In the event that Eloquent provides a Wires Only Service, as set out in the Order, the Client shall be responsible for providing initial diagnosis in the event of the Client-reported Incident in the Broadband Services.
- 5.15 If the Client reports an Incident, it agrees to accept up to two hours Downtime to allow Eloquent to carry out intrusive testing.
- 5.16 Acknowledges that on occasions including arrangement of Site surveys, installations, and during Incident diagnosis, Eloquent's supplier may contact the Client directly.
- 5.17 Provide Eloquent with reasonable assistance if third party consents are required prior to the provision of the Broadband Services.
- 5.18 If Eloquent receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, the Client will do everything reasonably required by Eloquent to ensure that Eloquent will be in compliance with their respective obligations in respect of the provision of the Broadband Services.

6. ELOQUENT'S OBLIGATIONS

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

- 6.1 Provide and maintain the Services set out in this Agreement, subject to any Service Limitations set out in the Order and Schedule.

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

7. INDEMNITIES

- 7.1 The Client agrees to indemnify, defend and hold harmless Eloquent from and against any liabilities, actions, losses damages, judgements, costs, fines, claims or expenses incurred by Eloquent or legal proceedings which are brought or threatened against Eloquent by a third party in the event of:
 - 7.1.1 The Services being used in breach of the acceptable uses set out in clause 4 hereof, except where such a breach results from fraud by Eloquent;
 - 7.1.2 Any fraud except by Eloquent;
 - 7.1.3 All claims made by third parties arising from faults in the Services.
- 7.2 If Eloquent becomes aware of any claim as set out in sub-clause 7.1 it shall:
 - 7.2.1 As soon as reasonably practical, notify the Client of such claim;
 - 7.2.2 Make no admission relating to such claim or legal proceedings without agreement of the Client, such agreement not to be unreasonably delayed or withheld;
 - 7.2.3 Consult with the Client regarding the conduct of any action and have due regard for the Client's representations and not agree any settlement, legal proceedings or make any payment by way of liquidated damages without the prior written agreement of the Client, such agreement not to be unreasonably delayed or withheld.
- 7.3 Subject to the limitations in clause 10 of the General Terms and Conditions, each party (the first party) to this Agreement will fully indemnify and hold harmless the other from any claim or liability whatsoever from a third party arising directly or indirectly from the failure of one of the first parties to obtain or maintain any of the licences, approvals, authorisations or consents as set out in sub-clauses 5.3 and 6.15 of the General Terms and Conditions.

- 7.4 Eloquent will indemnify the Client against all claims and proceedings arising from infringement of any Intellectual Property rights by reason of Eloquent's provision of the Services to the Client, PROVIDED always that such claims or proceedings are not caused by the Client using the Services otherwise than in accordance with the terms of this Agreement.
- 7.5 Nothing in this Clause 7 shall restrict or limit the indemnified party's obligation in law to mitigate any loss which it may incur as a result of a matter giving rise to a claim

8. GENERAL

- 8.1 Eloquent shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Broadband Services. Eloquent shall:
 - 8.1.1 Provide seven days notice of Planned Maintenance;
 - 8.1.2 If it is necessary for Eloquent to perform Emergency Maintenance, Eloquent shall use reasonable endeavours to provide prior notice and if it is not possible to provide prior notice, shall notify the Client as soon as reasonably practicable after the commencement of such maintenance;
 - 8.1.3 Eloquent shall use reasonable endeavours to ensure that any disruption caused to the Client by such maintenance shall be minimised;
 - 8.1.4 Any disruption to or suspension of the Services pursuant to this Clause 8.1 shall not be deemed to be a breach of the terms of this Agreement.
- 8.2 The Client acknowledges that Eloquent exercises no control over and accepts no responsibility for information, services and content accessible via the Broadband Services and / or Public Internet and that it accesses such information, services and content entirely at its own risk.
- 8.3 The Client acknowledges that Eloquent or its sub-contractor will require access to the Client's Sites to install Equipment.
- 8.4 If an appointment is made with the Client for a visit to Site and that at the appointed time Eloquent is unable to access the Client's Site, or the appointment is otherwise broken by the Client with less than two Working Days' notice, Eloquent shall be entitled to charge the Client at the rate set out in the Tariff; and
 - 8.4.1 If the Client breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, Eloquent shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.5 The Client permits Eloquent or its suppliers to use and store origin, destination, duration, route and time of data transmitted over the Broadband Services, exclusively for the purposes of:
 - 8.5.1 Collating statistics for network planning purposes; and
 - 8.5.2 Providing such data to government security agencies in response to specific requests.
- 8.6 If Eloquent ceases to trade and upon written notice given by Eloquent's supplier, Eloquent's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to Eloquent's supplier or to its nominee.
- 8.7 Use of the Services and associated Equipment by the Client constitutes acceptance of the terms and conditions of this Agreement.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than thirty days' notice in writing to terminate on the last day of the Minimum Term or at the end of any calendar month thereafter;
 - 9.1.2 By the Client giving thirty days' notice in writing if Eloquent makes changes to the terms of this Agreement which are to the detriment of the Client (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s);
 - 9.1.3 Immediately by Eloquent in the event that it is so instructed by government or a regulatory body;
 - 9.1.4 By Eloquent providing fourteen days notice to terminate at any time if Eloquent's supplier gives notice to terminate the supply of Broadband Services to Eloquent.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation shall be raised by Eloquent immediately following the Commencement Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for all data charges incurred, if applicable, whether incurred with the authorisation of the Client or not, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Eloquent shall commence charging for the Broadband Services from the RFS Date, regardless of the date on which the Client commences use of the Broadband Services. In the event that the RFS Date does not correspond with Eloquent's invoicing period as set out in the Order, Eloquent shall charge the Client at a pro-rata rate for the first invoicing period.
- 10.3 The Client acknowledges that the prices quoted in Eloquent's literature and in the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force on the RFS Date.
- 10.4 Installation charges set out in the Order may be an estimate. If during or following Eloquent's survey, to be carried out during the Run-Up Period, Eloquent identifies additional installation costs ('Excess Construction Charges'):
- 10.4.1 Eloquent shall notify the Client of such Excess Construction Charges as soon as reasonably practicable;
 - 10.4.2 The Client shall within seven Working Days notify Eloquent of acceptance or non-acceptance of such Excess Construction Charges;
 - 10.4.3 All work to provision the Services shall be suspended by Eloquent until such notice is received;
 - 10.4.4 If the Client does not accept such Excess Construction Charges, the Client shall be entitled to terminate this Agreement forthwith without incurring cancellation charges;
 - 10.4.5 If the Client does not notify Eloquent of acceptance of such Excess Construction Charges within seven Working Days, Eloquent shall be entitled to terminate this Agreement and charge the Client for costs reasonably incurred.
- 10.5 If Eloquent requires more time than it reasonably expects to complete an installation at the Client's Site and such additional time is not due to Eloquent's negligence, Eloquent shall be entitled to charge the Client for the additional time.

- 10.6 The Client acknowledges that the charges for the Minimum Term are calculated by Eloquent in consideration inter alia of the setup costs to be incurred by Eloquent and the length of the Minimum Term offered.
- 10.7 If the Customer Premises Equipment is repaired or replaced, Eloquent shall be entitled to charge for the reconfiguration of such repaired or replaced CPE, as set out in the Tariff.
- 10.8 The Client agrees that it shall be liable for termination charges, which shall be paid by way of liquidated damages:
- 10.8.1 If the Client terminates this Agreement at convenience during the Run Up Period or prior to the end of the Minimum Term; or
 - 10.8.2 If Eloquent terminates this Agreement by reason of the Client's un-remedied or repeated breach of this Agreement during the Run-Up Period or prior to the end of the Minimum Term;
 - 10.8.3 If termination is caused by any of the events listed in sub-clauses 10.8.1 and 10.8.2, the termination charges shall include:
 - a) Payment of all outstanding installation and Excess Construction Charges, including repayment of any discounts that may have been applied thereto;
 - b) Payment of all Services charges and Equipment rental charges due up to the end of the Minimum Term;
 - c) Payment of any additional cancellation charges levied by Eloquent's supplier.
- 10.9 The Client shall not be liable for termination charges if this Agreement is terminated by:
- 10.9.1 The Client at the end of the Minimum Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with Clause 9 of this Supplement and Clause 11 of the General Terms and Conditions;
 - 10.9.2 The Client or Eloquent during the Run-Up Period by reason of Eloquent becoming aware that will be unable to provide the Services or part thereof;
 - 10.9.3 Eloquent at any time if it can no longer provide the Broadband Services or part thereof;
 - 10.9.4 The Client by reason of Eloquent's un-remedied or repeated breach of the terms of this Agreement;
 - 10.9.5 The Client if Eloquent or its supplier makes changes to the Services which materially adversely affect the Client;
 - 10.9.6 The Client if Eloquent makes changes the terms of this Agreement which are materially disadvantageous to the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 of this Supplement.
 - 10.9.7 The Client if it does not accept Excess Construction Charges, PROVIDED THAT the Client complies with the provisions of sub-clauses 10.4.2 and 10.4.4 hereof.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 The provision of these Services by Eloquent is contingent upon the Client having pre-installed Line(s) and the maintenance of a contract for the provision thereof, such to cover the Minimum Term plus any extended term of this Agreement, but is regardless of the Client's current service provider.
- 11.2 Eloquent shall use reasonable endeavours to meet the targets set out in the Schedule attached hereto:

- 11.2.1 The Bandwidth target set out in the Order, Schedule or advised to the Client following Eloquent's Site survey is maximum possible Bandwidth and Eloquent makes to guarantee that such Bandwidth shall be achieved during the term of this Agreement;
- 11.2.2 Service Credits shall not be applicable in the event of Eloquent's failure to meet any of its targets;
- 11.2.3 Failure to meet to meet such targets shall not constitute a breach of this Agreement.
- 11.3 In addition to the terms set out in clause 12 of the General Terms and Conditions, Eloquent shall also be entitled to suspend the provision of Services, in whole or part, without notice due to:
 - 11.3.1 Emergency maintenance or other emergency operational reason;
 - 11.3.2 Eloquent is required by Government, emergency services, regulatory body or other competent authority to suspend Services;
- 11.4 Eloquent shall also be entitled to suspend the Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. Eloquent shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades.
- 11.5 Eloquent shall be entitled to implement traffic management measures as Eloquent reasonably deems necessary to protect the Broadband Services for other users of the service.
- 11.6 The fees and Charges set out in the Order expressly do not include PSTN or ISDN calls or Line rental Charges.
- 11.7 The Client accepts that certain features of the Services (as described in the Schedule) may not be available at all Sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Services.
- 11.8 Due to the limitations of the technology that supports the Broadband Services, Eloquent does not guarantee that standard Broadband Services will support real time services including Voice over IP and video-conferencing.
- 11.9 The Client acknowledges that there may be a temporary loss of voice or Broadband service during installation or modification of the Broadband Services. Eloquent shall use reasonable endeavours to minimise the period of temporary loss.
- 11.10 Certain types of Tail Circuit Service may not be available in some geographic areas.
- 11.11 Eloquent is responsible for delivering IP data packets to the Service Demarcation Point. Eloquent shall at its sole discretion, in response to specific requests from the Client, assist the Client in the resolution of malfunctions in the Client's Local Area Network, and shall be entitled to charge the Client for such assistance at its prevailing rates.
- 11.12 Eloquent is not responsible for the configuration of any equipment that it has not supplied under the terms of this Agreement.

12. WAYLEAVE

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

- 12.2 Eloquent agrees to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under Clause 12.1.
- 12.3 The Client warrants that it:
 - 12.3.1 Is the current occupier of the Site; and
 - 12.3.2 Is either the freeholder of the Site or is a tenant thereof under a lease expiring not before the expiry of the Minimum Term and any extensions to the term of this Agreement thereafter;
 - 12.3.3 Shall not to do or allow anything to be done to the Site that may cause damage to, or interfere with, the Equipment or prevent reasonable access thereto;
 - 12.3.4 Shall, if it or a third party proposes to carry out works to the Site which requires the Equipment to be removed, relocated or altered, give Eloquent as much notice of its proposed works as is reasonably practicable (and in any event no less than six calendar months' prior written notice);
 - 12.3.5 Shall procure all Site-related permissions and approvals necessary for Eloquent to deliver, install and maintain the Equipment and shall ensure the continuance of such throughout the term of this Agreement.

Service Schedule

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

1. Service Description Overview

The Broadband Services comprise three Service Components: Tail Circuits, Core Network and direct internet access.

- 1.1 Tail Circuits are implemented using a number of different technologies, and the technology type and maximum possible Bandwidth to be provided under the terms of this Agreement are set out in the Order.
 - 1.1.1 Fibre-To-The-Cabinet (FTTC) Tail Circuit technology comprises a fibre connection from the local exchange to a street cabinet and a copper loop connection from the cabinet to the Client Site(s). The service supplied is asymmetrical, with Bandwidths up-to 80 Mbps download and up-to 20Mbps upload, depending on the capabilities of the copper loop.
 - 1.1.2 ADSL2+ Annex A Tail Circuit technology comprises a copper loop connection from the Client's Site(s) to the local exchange. The service supplied is asymmetrical, with Bandwidths up-to 24Mbps download and up-to 1.3 Mbps upload, depending on the capabilities of the copper loop.
 - 1.1.3 ADSL2+ Annex M Tail Circuit technology comprises a copper loop connection from the Client's Site(s) to the local exchange. The service supplied is asymmetrical, with Bandwidths up-to 24Mbps download and up-to 2.5 Mbps upload, depending on the capabilities of the copper loop. The increase in upload Bandwidth is at the expense of download Bandwidth.
- 1.2 Eloquent's Core Network is a fully resilient network which employs diverse routing, is built with multiple Ethernet links into local telephone exchanges. The Core Network has multiple links into the Public Internet.
- 1.3 Internet access services are implemented by providing a routing through Eloquent's Core Network to Eloquent's Point of Presence on the Public Internet. This service provides the Client with a direct route onto the Public Internet.

2. Maintenance of Customer Premises Equipment

- 2.1 Faulty Customer Premises Equipment that has been supplied by Eloquent will be repaired / replaced by Eloquent under the terms of its supplier's warranty, and
 - 2.1.1 Eloquent shall use reasonable endeavours to repair or replace faulty Customer Premises Equipment within 2 Working Days.
- 2.2 Notwithstanding the provisions of Paragraphs 2.1 and 2.1.1, Eloquent cannot offer any warranty that exceeds the provisions of its supplier.

3. Network Performance

- 3.1 Standard Broadband Services

Product	Maximum Download Speed	Maximum Upload Speed
FTTC Broadband	80Mbps	20Mbps
ADSL2+ Annex A	24Mbps	1.3 Mbps
ADSL2+ Annex M	24Mbps	2.5Mbps

4. Helpdesk Service

- 4.1 Eloquent's Helpdesk Service provides support and assistance in the use of the Services, including the following:
- 4.1.1 Provision of help and guidance in the use and configuration of the Broadband Services;
 - 4.1.2 Management of the prompt resolution of Incidents arising within the Broadband Services which are identified by Eloquent's monitoring system;
 - 4.1.3 Management of the prompt resolution of Incidents arising within the Broadband Services which are raised by the Client;
 - 4.1.4 Management of hardware and firmware upgrades to Customer Premises Equipment as required as a result of product / service improvement activities by Eloquent;
 - 4.1.5 Management of warranty claims in the event of CPE hardware failures;
 - 4.1.6 Escalation management if required in the event of protracted Incident resolution;
 - 4.1.7 Management of Change Requests
- 4.2 The Helpdesk Service is available Monday to Friday 08:00 to 18:00, excluding bank and public holidays or 24/7/365 as defined in the Order.
- 4.3 The Client shall make requests for assistance by one of the following methods:
- 4.3.1 Via Eloquent's web support portal: TBC
 - 4.3.2 By Email to Eloquent's help desk: support@eloquent-technologies.com;
 - 4.3.3 By Telephone to Eloquent's help desk: 0333 2000 991
- 4.4 Eloquent shall aim to perform initial triage on the Client's request for assistance within one hour of the Client raising an Incident report, evaluating and assigning the priority based on our standard criteria as detailed in the Impact and Urgency table below

		Urgency		
Description		Whole company is affected	Departments or large group of users are affected	One user or a small group of users is affected
Impact	All Business Functions Affected	Priority 1	Priority 2	Priority 2
	Critical Business Functions affected	Priority 2	Priority 2	Priority 3
	Non Critical Business Functions	Priority 3	Priority 3	Priority 4
Change Request (New User Request, Request for Information, etc)		Priority 3	Priority 4	Priority 4

The priority status of your request will then define the standard response times that can be expected, as per the below table:

		Target Assignment	Target Response	Target Resolution*	Agent Update KPI
		Goal = 95%	Goal = 95%	Goal = 85%	Goal = 90%
Priority	Priority 1	15 mins	30 mins	4 hours	Hourly
	Priority 2	15 mins	1 hour	8 hours	Hourly
	Priority 3	1 Hour	4 hours	2 Working days (16 Business hours)	Every 8 hours
	Priority 4	1 Hour	8 hours	3 Working Days (24 Business hours)	Every 8 hours
	Change Request	4 Hours	8 hours	3 Working Days (24 Business hours)	Every 8 hours

- All times shown are taken from initial receipt of the request within our systems
- Times shown are maximum response times and every effort is made to provide a response quicker than that stated.
- Target ASSIGNMENT is defined as the time between a request being raised by the Customer and a member of our Operations Team being assigned to investigate
- Target RESPONSE is defined as the time between a request being raised by the Customer and a member of our Operations Team getting in contact for further information and to progress the necessary actions for resolution
- Target RESOLUTION is an estimated fix time that cannot be guaranteed. Please note; this does not include time spent waiting for response by the Customer and/or 3rd parties. *Please also note; certain services are subject to individual target resolution times as detailed in the applicable Service Schedule.

4.5 The priority status of your request will be continually evaluated by our Support Team

5. Complaints Handling

5.1 If you are dissatisfied with the progress of any request, you may escalate to **Level 1** from the 'time since incident logged' as per the table and contact details below.

5.2 If your complaint remains unresolved, you should escalate to **Level 2** in the escalation path. This is recommended to be either by telephone or email using the details provided

		Level 1			Level 2		
		Time Since Incident Logged	Contact Role	Contact Details	Time Since Incident Logged	Contact Role	Contact Details
Priority	Priority 1	5 Hours	Head of Service Delivery	escalations@eloquent-technologies.com 0333 200 0991	6 Hours	Managing Director	david.ford@eloquent-technologies.com 07766 900244
	Priority 2	9 Hours	Head of Service Delivery	escalations@eloquent-technologies.com 0333 200 0991	10 Hours	Managing Director	david.ford@eloquent-technologies.com 07766 900244
	Priority 3	2 Working Days	Head of Service Delivery	escalations@eloquent-technologies.com 0333 200 0991	3 Working Days	Client Director	scott.marshall@eloquent-technologies.com 07539 101627
	Priority 4	4 Working Days	Head of Service Delivery	escalations@eloquent-technologies.com 0333 200 0991	5 Working Days	Client Director	scott.marshall@eloquent-technologies.com 07539 101627
	Change Request	4 Working Days	Head of Service Delivery	escalations@eloquent-technologies.com 0333 200 0991	5 Working Days	Client Director	scott.marshall@eloquent-technologies.com 07539 101627

5.3 Formal complaints should be made in writing to directors@eloquent-technologies.com and will be responded to within to two Working Days