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TERMS – ETHERNET INTERNET ACCESS OR ETHERNET POINT TO POINT

1. Definitions:

The following definitions used in these terms and conditions shall have the meanings given to them below: -

M12 Solutions Limited ('M12', 'M12 Solutions', 'us', 'we', 'our') is a provider of various Internet services, registered in England and Wales (Company no:03401975 and VAT no: 873856866). Our registered office and principle place of business is at 3 The Belfry, Solent Business Park, Fareham, Hampshire, PO15 7FJ. Our services are often offered under our Brand name, Giganet. Any reference to Giganet in marketing material, order form or communications is as a brand of M12 Solutions Ltd

'A-end' means the remote termination location of an Ethernet circuit. For Ethernet Internet circuits, this is usually a data centre/ carrier hotel in London, or local POP. For Point to Point Ethernet circuits (non Internet), this is one of the Customer's Premises.

'BTO', means 'BT Openreach'

'BTW', means 'BT Wholesale',

'B-end' means the customer's Premises location.

'Bearer' means the maximum CDR at which the Service can provide bandwidth over an Ethernet circuit. In certain circumstances the bearer size can be upgraded. The Bearer is measured in Mbps.

'Cabinet' means a local communications Cabinet (predominantly owned by BT Openreach) whereby traditional copper delivered services and FTTP route from. It is usually placed between the customer's Premises and the local Exchange. The Cabinet is where EFM, FTTP and FTTP services route via and each Premises that is not connected via an Exchange-Only line will route via.

'CPE' means customer premise equipment, a managed router or modem as an example, that is located at the customer's Premises.

'Charges' means any charges which the Customer is liable to pay under this Contract, for example installation costs, line rentals, circuit rentals, management fees, etc.

'Credit Limit' means the credit limit agreed between M12 and the Customer in this Contract. Unless otherwise agreed, the credit limit shall be the equivalent of one month's billing of network services. Plus 30 days credit of any other goods or services provided by M12 Solutions, including Equipment or maintenance services.

'CDR', 'Committed Data Rate' means the dedicated level of symmetrical bandwidth over an Ethernet Circuit provided on delivery of the Service. The CDR is measured in Mbps.

'Customer', 'Subscriber', 'they', 'them', 'you' means the person or body corporate contracting M12 Solutions to supply the Service(s) under this Contract

'Carrier' means the supplier responsible for providing the Service connectivity between the A-end and B-end.

'CDD', 'Committed Delivery Date' means the date by which we anticipate the activation date of the services to begin. This is also the date by which M12 is measured against Service Credits for failing to deliver on or before the CDD.

'CRF', 'Customer Requirements Form' means a document detailing contact details, building details and position of equipment etc, which needs to be completed prior to M12 placing the Ethernet Circuit order with their carrier suppliers. This ensures that we have the correct information from the outset of the agreement.

'Data Centre' means a dedicated building providing space, power and secure facilities for storing data and network equipment and services. Often called a carrier hotel (where a telecommunications 'carrier' will rent space or 'rooms' within a data centre).

'DocuSign' means DocuSign Inc, M12's current chosen eSignature provider used for signing of contracts electronically.

'DIA', 'Direct Internet Access' means any Ethernet Service that provides access to the Internet with no managed CPE router provided and usually no proactive support.

'Ethernet circuit', 'Circuit' means a Service delivered into the Customer's Premises over fibre or copper which are presented as either an RJ45 connection (copper twisted pair Cat5e patch cable) or as a fibre patch cable presentation (termination type to be specified). Ethernet circuits operate at the International standard IEEE 802.3. Ethernet circuits are available usually at incremental speeds of 10Mb, where the minimum circuit speed is 10Mb,

and the maximum will be multi gigabit Ethernet circuits. All CityFibre services resold by M12 are considered to be Ethernet Services.

'Equipment' means any Equipment or products supplied by M12 to the Customer as part of the Service such as CPE, routers, modems and associated cables, fibre and filter(s).

'EFM', 'Ethernet in the First Mile', means a Service that utilises multiple copper pairs to deliver symmetrical Ethernet connectivity using the abundance of ordinary copper lines for delivery.

'Exchange' means the BT Exchange for which communication services are routed back to from the customer's premises.

'ECCs', 'Excess Construction Charges' are when M12 or their third party decree that the installation costs originally quoted (or which were included over the term if these costs are amortised) are not enough to cover the actual cost of the installation works. Such costs are known as Excess Construction Charges (ECCs), and these fees (where applicable) will be notified to the Customer post site survey.

ECCs under £200 for TTB EFM (2-pair) and £400 for TTB EFM (4-pair) will be automatically accepted by the supplier and M12. M12 will attempt to notify the Order Contact of this information as soon as it is defined. Adjustments to billing in accordance with these terms and conditions may occur any time after the post site survey.

ECCs above £200 (2-pair) and £400 (4-pair) will follow the standard process explained

'Fibre' means an optical fibre connection either from the Exchange to the customer's premises, or from the local green cabinet to the customer's premises.

'Goods' means any Equipment.

'FTTC', 'Fibre to the Cabinet' means a technology whereby the nearest Cabinet is connected to the Exchange by Fibre, and then the connection from the Cabinet to the customer's Premises is routed using copper.

'FTTP', 'Fibre to the Premises' means a technology whereby Fibre is used to connection to the Premises via a Cabinet and the Cabinet is also connected by Fibre to the Exchange.

'IP address' mean the unique Internet Protocol address assigned to your connection.

'LAN', 'Local Area Network' means the customer's private local area network.

'Layer Two' means the data layer link in the OSI model of computer networking.

'Local fault' means a non-hardware related fault. For instance, performance related issues where a 'physical' equipment fault has been eliminated as a possible cause.

'MBORC' means Matter Beyond Our Reasonable Control including Force Majeure events as defined in clause 14.

'Mb/s', 'Mbps', 'megabits per second' means a term used to describe how much data can be sent across a Circuit in a given time. 1 megabit = 10^6 bits = 1000000 bits = 1000 kilobits.

'Minimum Notice' means the notice required to terminate the relevant Service.

'Minimum Period', 'Minimum Term' means the minimum period/term for the supply of the relevant service.

'Monthly Recurring Charges', 'MRC' means any recurring monthly Charges for the Service.

'NTE', 'Network Termination Equipment' means a communications device that is typically installed, owned, operated and supported by the Carrier that typically terminates the Service at the A-end and/or B-end of the Service. Any CPE devices typically plug into this NTE as their gateway.

'MIA', 'Managed Internet Access' means any Ethernet Service that provides access to the Internet through a managed CPE router and whose Service is proactively monitored and supported.

'Physical faults' means a fault arising from the discovery of faulty hardware. Physical faults are usually those where no data rates can be achieved.

'Prices' means the prices for the relevant Service as amended by M12 Solutions from time to time.

'Property', 'Premises' means the Customer's Property or Premises at which any Equipment shall be installed (and programmed) if necessary and/or the Service provided.

'Point to Point' means a Service that delivers Ethernet layer two connectivity between Point A and Point B and provides no Internet access.

'POP', 'Point of Presence' is a node within the M12 or its supplier's network, sited within a data centre. It is the local point within the network, to where Internet circuits are terminated at the A-end.

'OSI model' means the Open Standards Interconnection model and is a prescription of characterising and standardising the functions of a communications system in terms of abstraction layers.

'RIPE NCC' means Réseaux IP Européens Network Coordination Centre, the body responsible for administering IP addresses within Europe, the Middle East and parts of central Asia.

'Service', 'Services' or 'Circuit' means the supply, connection and provision of the M12 Ethernet connection. The Ethernet connection method may include access by fibre optic or copper and it may or may not provide access to the Internet as it may be a DIA, MIA or Point to Point.

'Service Credit' means a full or partial credit against any Service charges.

'M12's Supplier' means the direct supplier to M12 for any Ethernet circuits and managed Internet services.

'SLA', 'Service Level Agreement' means service level agreement as in clause 4 of this document or such other service level agreement which is agreed in writing between the parties from time to time.

'TRFS', 'Target Ready for Service' means the initial date which is supplied by the M12 provisioning team as the estimation for an activation date. This is not a binding date, nor is it a CDD, and should be used as a guide only as to the likely activation date. The TRFS is based on standard lead times and may vary post survey.

'Third party services' means any part of the services which M12 procures from a third party any third party telecommunications services and/or equipment which M12 uses in order to provide the services.

'Third party service provider' means the provider of any third party services.

'User', 'Users' means any human being that uses the Service, or in the case of automated, or programmed actions, an automated computer program or software accessing the Service.

'Wires Only' means an Ethernet circuit provided with no managed CPE. Usually the customer is responsible for sourcing their own CPE equipment where required.

2. Introductions:

- 2.1. These terms and conditions and any applicable M12 Charges (altogether the 'Terms') set out the legal relationship between you and M12 and the basis on which M12 will provide goods and Services to you.
- 2.2. You agree to be bound by these Terms either by signing an order form or agreement, or upon delivery of the relevant Terms to you or by your use of the Service or by allowing others to use the Service.
- 2.3. While these Terms set out the express terms on which we agree to provide the Services, nothing in these Terms will affect your statutory rights unless expressly stated otherwise.
- 2.4. M12 will supply the customer with the services in accordance with these terms; the general terms and the accompanying signed customer order form and fully completed CRF. The combination of which, will form a service contract between the customer and M12.
- 2.5. M12 reserves the right to make any changes to these terms or to the service contract, including changes to the service and the SLA as is required from time to time, to reflect:
 - 2.5.1. Technical and operational changes to the core M12 network or that of one of our third party providers provided such changes do not materially affect the applicable service provided to the customer.
 - 2.5.2. Changes enforced by law, regulation or codes of conduct which may be altered or issued from time to time.

3. Ordering Process:

- 3.1. All of M12's Services are available by ordering by telephone, E-mail, or in person. A contract will be E-mailed to you for your acceptance and signature. M12 processes paperwork and contracts electronically using DocuSign. Your eSignature indicates that you would like to place the order against the Services specified and agree to these Terms.
- 3.2. M12 will notify acceptance of a customer order form by email within a target of 5 working days. Orders will be accepted on the basis that the customer has provided:
 - 3.2.1. A fully completed and signed copy of the customer order form and;
 - 3.2.2. A fully completed CRF detailing contact names, site addresses, and termination details as requested on the current published CRF
 - 3.2.3. The M12 representative will supply the CRF, usually at point of order.
- 3.3. M12 will endeavour to issue a TRFS at the same time at which they acknowledge receipt and confirm the customer order. The TRFS is the day on which we expect (based on standard lead times) the service activation date commences, and therefore the date which the service contract may start.
- 3.4. Throughout the provisioning process, M12 will need to communicate with named member(s) of the customer's staff (or their nominated representatives) to arrange access to the customer or the end user's premises, for M12 and/or their third party suppliers. Any delays to these requests either by the customer, their representatives, the end user, or the Landlord of the termination premises will delay M12 from meeting the TRFS and from issuing a CDD. The CDD is the date by which M12 agree to have service ready for use (the activation date).
- 3.5. For purposes other than the Service provisioning tasks, M12 requires contact details, specifically a valid E-mail address of each Customer representative (and their backup) for users in the roles responsible for the internal management and support of the Service and financial aspects. The users of the E-mail accounts are responsible for maintaining and regularly checking email communication. You must notify M12 as soon as any of these details change. M12 will use these E-mail addresses as the primary means to contact you for all purposes in connection with the Service. E-mails sent to you include, but are not limited to, your monthly invoice, warnings or alerts, marketing information, network maintenance advice and other information as we see relevant to delivering your Service(s). You must periodically check any anti-spam systems in case E-mails sent from us are mistakenly marked as spam. We recommend you add our domain names to your white list or safe senders list. We may send from the following domains: @m12solutions.co.uk and @m12solutions.net.
- 3.6. Site Survey:
 - 3.6.1. Typically within 25 working days of acceptance of an order, M12 or their third party representative will perform a premises survey at the termination location(s), also known as a 'site survey'. It is typical that within a further 10 working days of the site survey, that M12 will be able to issue a CDD.
- 3.7. Excess Construction Charges:
 - 3.7.1. Shortly after the Site Survey, M12 will notify you of any ECCs raised by the supplier.
 - 3.7.2. The issuance of a CDD will be delayed where a decision regarding ECCs is outstanding.
 - 3.7.3. When M12 or their supplier decree that the installation costs originally quoted (or which were included over the term if these costs are amortised) are not enough to cover the actual cost of the installation works. Such costs are known as excess construction fees or charges (ECCs), and these fees (where applicable) will be notified to the customer post site survey. At this point, the order will be placed on automatic 'hold' until the

customer agrees (or not) to pay the excess construction fees. The customer has 20 working days to decide, and to notify M12 in writing to the relevant member of staff of their decision.

Please note that each elapsed day during this 20 day period will be automatically added to the CDD. If the customer agrees to pay, the provisioning service will resume and a CDD issued in due course. Should the customer decline they have the right to cancel their order with no further charges subject to clauses 3.7.4, 3.7.5 & 3.7.6. Should the customer fail to notify M12 of their decision within 20 working days we may consider the order cancelled and the standard cancellation fees will apply.

- 3.7.4. ECCs under £200 for TTB EFM (2-pair) and £400 for TTB EFM (4-pair) will be automatically accepted by the supplier and M12. As a result, orders will not be automatically rejected. M12 will attempt to notify the Customer of this information as soon as it is defined. Adjustments to billing may occur any time after the post site survey.
- 3.7.5. ECCs under £500 for all fibre Ethernet Services will be automatically accepted by M12. As a result, orders will not be automatically rejected.
- 3.7.6. Any ECCs above £200 (TTB EFM 2-pair), £400 (TTB EFM 4-pair), £500 (all fibre Ethernet and BTW EFM) will follow the standard process explained above.
- 3.8. Should M12 miss the CDD on any non TTB EFM order, the customer is able to claim 'service delivery credits' which are detailed below in the table 3.9 subject to clause 3.4, any delays outside of M12's control may lead to delays in the CDD and therefore invalidate any service delivery credit claim. For the avoidance of doubt, no CDD will be issued for TTB EFM products and therefore no late delivery service credits are available.
- 3.9. Service Delivery Credits:

Number of working days beyond M12 CDD date	Percentage of connection charge for the circuit to be credited to the customer
1-10	5%
11-15	10%
16-20	15%
More than 20	20%

3.10. Dual Circuits

- 3.10.1. In the event that the customer takes a dual circuit solution from M12, where the tail circuits are provided by alternate carriers (or the same carrier but via geographically diverse PoPs) and one is configured as primary, with the other as a backup, then M12 will provide a TRFS and a CDD for each circuit. The processes outlined within this document for delivery, will apply to each. Where the solution is quoted and sold at a fixed monthly, quarterly or annual price, M12 reserve the right to charge for separate services as they are delivered. E.g. customer takes 100Mbps leased line, with a 10Mbps leased line backup. In this event, M12 will charge for the first circuit and accompanying hardware (such as, but not limited to, routers, firewalls or cable trays) delivered on a pro rata basis, as this is a useable Internet connection. The final charges will be applied on delivery of the second circuit and its confirmed live backup status presented in a working condition. At this stage, the contract term of the agreement for the solution will start. (E.g. customer taking a 36 month term contract, with a 100Mbps primary and a 10Mbps backup circuit. The 100Mbps circuit is delivered (as working) 2 months before the backup circuit. Not until the delivery of the backup circuit will the 36 month term of the agreement start. This means that the customer will be liable to pay the installation, monthly rental and reasonable set up costs as described above, for the primary circuit for an additional 2 months in this example.) In all cases, unless otherwise stated by the customer, M12 and their third party suppliers as applicable will endeavour to provide both or any circuits as part of any given solution at the same time. However, when this is not practicable or any third party service provider will not accommodate such requests, then the customer will be liable for all service charges as they arise on the activation date of said services.
- 3.10.2. In the event that a customer takes an ADSL backup service to their circuit, M12 will deliver the ADSL service and the Ethernet circuit as close to the Ethernet circuit CDD as possible using all reasonable endeavours. The exception to this will be when a customer asks for the ADSL service to be supplied in lieu of the Ethernet circuit being fulfilled. In this instance, M12 will charge pro rata for the delivery and rental of the ADSL service and accompanying hardware (such as, but not limited to, routers, firewalls or cable trays). The final charges will be applied on the activation date of the primary Ethernet circuit.
- 3.10.3. For ADSL backup services, at no time will the provision of an ADSL service be subject to service delivery credits. In addition, the ADSL circuit terms and conditions specific to the installation and use of that line are separate from this document, and are available on request from M12.
- 3.10.4. Where ADSL backup services are taken, it is the customer's responsibility to ensure that there is an adequate, uncompromised BT analogue PSTN circuit. Should the customer not provide a valid telephone number for this

PSTN circuit, then M12 will not be able to provide the ADSL service. Similarly, if the PSTN termination is not in the correct location (should be within 3 metres of the planned Ethernet circuit termination point) then M12 will not be able to provide the ADSL service as a backup.

- 3.11. For all services, when an installation fee is levied (as per the customer order form) M12 reserve the right to invoice this fee, which must be paid before we hand over the service to the customer or end user.
- 3.12. Subject to 3.10.1 and 3.10.2, the term of the service contract as indicated on the customer order form will not start until the final circuit or complete solution is delivered. I.e. the service charges and start dates of individual circuits may be staggered, but the service solution term of contract will start and end at the same time. This means that the first circuit to be provisioned will be invoiced prior to the term of the contract starting, and the invoice period in lieu of the backup or secondary circuit(s) will vary depending on the independent tail circuit CDDs. Wherever possible however, we will try to ensure that the CDD for each circuit in a multi circuit solution are as close together as possible.
- 3.12.1. Customer's Responsibilities: It is the responsibility of the customer at all times to ensure the following:
- 3.12.2. 3 pin standard UK plug socket is available for each piece of required electronic equipment supporting the service(s) provided. Typically this will be one socket for each carrier NTE, and one for each router (or CPE) supplied by M12 to support the service. In addition, additional power sockets may be required as directed following initial site survey depending upon the solution(s) purchased.
- 3.12.3. For all ADSL services as a backup, the customer must ensure that a non service bearing standard BT analogue PSTN line is available for M12 to enable the ADSL service. This PSTN line must terminate within 3 metres of the location of the M12 CPE
- 3.12.4. That enough rack space, where the customer expects the carrier NTE and M12 CPE to be positioned within a data rack (standard UK 19inch width), and that there is at least 3U of available space per single Ethernet circuit. As much as 10U may be required in certain circumstances but this is the exception rather than the rule and should be identified at survey.
4. Service Level Agreement (SLA):
- 4.1. During active service, M12 offer a 99.9% uptime service level for all Ethernet circuit Services, extending to 99.99% where a backup service is taken. Please note: Failure to provide M12 with an onsite contact throughout the duration of a fault can result in the time it takes to resolve a fault to be extended. Please note that any such failure will be the Customer's responsibility and therefore no service credits or compensation will be provided.
- 4.2. M12 provides optional 'active alerts' on all MIA circuits or any circuits which are provided with managed CPE which is owned by M12, and provided as part of a managed service by M12. This means that in the event of any problems detected on your circuit, M12 will, with best endeavours, be able to notify a named member (or members) of the customer's staff of such issues via SMS or E-mail. The following rules in table 4.3 are set as a target only.
- 4.3.

Fault or problem detected	Time of day	Target response time	Method of response
M12 IP monitor flags alert that would appear to mean customer circuit has failed. Immediate investigation to confirm if this is real or glitch, and where the fault lies	Mon – Fri 0900 - 1700	15 minutes	SMS alert or email (automated generation) of a potential issue with the service
M12 IP monitor flags alert that would appear to mean customer circuit has failed. Immediate investigation to confirm if this is real or glitch, and where the fault lies	Mon – Fri 1700 – 0900 Sat – Sun	30 minutes	SMS alert or email (automated generation) of a potential issue with the service

- 4.4. Where Customer's take an Internet facing Ethernet circuit:
- 4.4.1. M12's target to repair all logical (hard down) is 6 clock hours. Logical faults are those relating to configuration or routing errors in any equipment used to deliver the service, either the CPE provided by M12 as part of the managed service, or NTE within the M12 network and their supplier's network.
- 4.4.2. M12's target to repair all Physical (hard down) faults is 24 clock hours. Physical faults are those relating to the permanent failure of any transmission media or equipment, used to supply the service, in particular relating to broken fibre optic cables.
- 4.4.3. M12's target to repair all degraded performance or intermittent faults is 48 clock hours.
- 4.4.4. Where there is a physical fault relating to fibre or copper wire, the target time to resolve is within 24-48 clock hours.
- 4.5. M12 agree to provide the Services in accordance with its provider's service level agreements.

- 4.6. M12 shall be permitted to vary its providers' service level agreement upon sixty (60) days prior written notice to the Customer subject to the varied SLA continuing to meet generally accepted industry standards.
- 4.7. In addition, M12 will offer the following service levels on its core network; defined as any network infrastructure owned and operated by M12, outside of any maintenance events:
- 4.7.1. Less than 20m/s latency
 - 4.7.2. Less than 1% packet loss
 - 4.7.3. Less than 10m/s jitter for 99.9% of the time
- 4.8. M12 retains the right not to pass on any benefits of its SLA with its provider, relating to Service Credits, to the Customer, where the cost of administering the credits, in M12's reasonable opinion, is disproportionate to the credit received.
- 4.9. Specific uptime guarantees against your Service are provided at the point of quotation and to which an order is against. Any service availability or uptime guarantees exclude maintenance events (as defined in clauses 7) from their calculation, with the expectation of emergency maintenance events as defined in clause 7.3.
- 4.10. Service availability is a measure of the relative amount of time a circuit is available for customer use during a given calendar month. 'Service unavailability' is defined as any period for which the service is unavailable, and is measured from the time:
- 4.10.1. That the customer or M12 reports service unavailability to the other, and opens a support ticket (customer must obtain a reference number for their call – this is automatically given with email logged calls), until the time that M12 advises the customer that the service is restored and operating in accordance with agreed specifications, and M12 closes the support ticket. Any periods of time during which a support ticket is kept open at customer's request following notification by M12 that service has been restored, is not included in measuring the duration of a period of service unavailability.
- 4.11. When backup circuits including ADSL backup services are taken, then M12 will provide a 99.99% SLA for the solution as a whole. M12 agrees to provide a solution whereby should one circuit fail, then the backup line (Ethernet circuit or ADSL) will be activated automatically within 5 minutes of the primary circuit failing. Should the secondary (backup) circuit fail to engage within 1 clock hour, then additional service unavailability penalties will apply in the following way:
- 4.11.1. Where ADSL backup is provided, and both the primary and the ADSL fail, then M12 will pay service credits to the value of 1.25 times that which is stipulated within table 4.13.2. Exceptions are for when the backup service fails due to reasons beyond M12's control. Such reasons can be, but are not limited to; third party activity, network failure outside of M12 and their supplier's networks, power cuts, atmospheric and weather induced problems, natural disasters or terrorist incidents
 - 4.11.2. Where a second Ethernet circuit is installed in a failover or backup capacity, and both circuits fail, M2 will pay service credits as per table 4.13.2, but will apply to the rental values of both circuits. Exceptions are for when the backup service fails due to reasons beyond M12's control. Such reasons can be, but are not limited to; third party activity, network failure outside of M12 and their supplier's networks, power cuts, atmospheric and weather induced problems, natural disasters or terrorist incidents
- 4.12. For customers taking back up services, should the primary circuit fail, and the backup service engage within the 5 minute period (as 4.11) then M12 will only be liable for service credits on the primary line, as described in table 4.13.2 but, subject to clauses 4.9. M12 will provide this pro rata to the value of the rental of the primary circuit for customer's on fixed single payment contracts.
- 4.13. Service credits:
- 4.13.1. In the event of service unavailability, M12 will credit the customer in accordance with table 4.13.2.
 - 4.13.2.

Total service unavailability per month	Credit
Less than 1 clock hour	0% of MRC
1 - 6 clock hours	5% of MRC
7 - 24 clock hours	10% of MRC
25 clock hours and above	20% of MRC

- 4.14. In no event will SLA credits in any calendar month exceed 100% of the total MRCs payable by customer for the service in that month.
- 4.15. As a condition of entitlement to SLA credits, the customer shall cooperate with M12 in addressing any reported service problems.
- 4.16. SLA credits are applied only upon customer's written request, which must be submitted within 15 working days of a valid support call reporting the incident, and backed up by a reference number to support that claim. This can be submitted to the relevant M12 staff by 1st class recorded mail, or by email.
- 4.17. All approved SLA credits claimed by a customer for a given month will be totalled and applied to that customer's next invoice for the Service, or as promptly thereafter as is practical in the event of a dispute.

- 4.18. No SLAs apply to newly installed services or to service reconfigurations requested by customer, until five business days after:
 - 4.18.1. The service activation date or;
 - 4.18.2. Completion of the Service reconfiguration, as applicable
- 4.19. The SLAs above apply only in respect of service that is provisioned on M12 and its supplier's network and, where applicable, to local access circuits provided by M12 (via third party providers). Service credits will not be approved for network faults or fibre issues outside of our control. See clauses 4.21 for further detail.
- 4.20. Exclusions: no SLA credit shall apply to the failure of the service to comply with an SLA, or to any period of service unavailability, caused, in whole or part, by any of the following:
 - 4.20.1. A failure of customer's own premises equipment or equipment of a customer's vendor
 - 4.20.2. A failure in local access facilities connecting the customer to M12 or its supplier's network which are not provided by M12 or its supplier
 - 4.20.3. Force majeure events as defined in clause 14.
 - 4.20.4. Any act or omission of customer or any third party (including but not limited to, Customer's agents, contractors or vendors), including, but not limited to:
 - 4.20.4.1. Failing to provide M12 with an onsite contact and/or adequate access to facilities for testing
 - 4.20.4.2. Failing to provide access to customer premises as reasonably required by M12 (or its agents) to enable M12 to comply with its obligations regarding the service
 - 4.20.4.3. Failing to take any remedial action in relation to a service as recommended by M12, or otherwise preventing M12 from doing so, or
 - 4.20.4.4. Any act or omission which causes M12 to be unable to meet any of the SLAs
 - 4.20.4.5. Customer's negligence or wilful misconduct, which may include customer's failure to follow agreed upon procedures
 - 4.20.4.6. Any scheduled maintenance periods when customer has been informed of such maintenance.
 - 4.20.4.7. Disconnection or suspension of the service by M12 pursuant to a right to do so under the general terms and conditions or these terms and conditions
 - 4.20.4.8. Outages attributable to 'off-net circuits', that is:
 - 4.20.4.8.1. Long haul domestic local access circuits in the USA, between an M12 or supplier PoP and a customer premises which is in a different local access transport area (LATA) and/or
 - 4.20.4.8.2. Long haul international local access circuits provided in countries in which M12 or its supplier do not operate its own network and provides the service using the services of third party providers
- 5. Service Description:
 - 5.1. For M12's full Service Description document – please request this from M12.
 - 5.2. EFM:
 - 5.2.1. EFM is a term used to describe the 'connection medium' which uses copper, to provide a tail circuit into the Customer's Premises back to the nearest point of interconnect with the carrier's network, which then subsequently integrates with M12 or its supplier's network. EFM is also known as Ethernet over copper.
 - 5.2.2. EFM is delivered using twisted copper pairs from the BTO local access exchange, and can deliver speeds of between 1 Mbps & 20 Mbps with TTB EFM and between 2 Mbps and 35 Mbps with BTW EFM.
 - 5.2.3. BTW EFM services for Ethernet Internet circuits have the same SLA and terms as in clauses 4 above, with the exception that the service credits for service unavailability will only be considered if the service is materially affected in the following ways:
 - 5.2.3.1. Should a copper pair fail, in this event the other copper pairs providing the service will continue to deliver service. In this instance, should one or more copper pair fail, leading to the availability of less than 50% of the advertised bandwidth rate, the customer will be able to claim service credits in the usual way (clause 4.13)
 - 5.2.3.2. In the event of a total loss of service due to the copper access pairs, or any network fault, as with all other leased line products, then full service credits as described in clause 4.13 are available and in accordance with the terms of clause 4.13.
 - 5.2.4. TTB EFM services for Ethernet Internet circuits have the same SLA and terms as in clauses 4 above, with the exception that the service credits for service unavailability will only be considered if the service is materially affected in the following ways:
 - 5.2.4.1. Should a copper pair fail, in this event the other copper pairs providing the service will continue to deliver service. In this instance, should one or more copper pair fail, leading to the availability of less than 50% of the advertised bandwidth rate, the customer will be able to claim service credits in the usual way (clause 4.13)
 - 5.2.4.2. In the event of a total loss of service due to the copper access pairs, or any network fault, as with all other leased line products, then full service credits as described in clause 4.13 are available and in accordance with the terms of clause 4.13.
 - 5.2.4.3. TTB EFM services are not issued with a CDD and therefore no late delivery service credits are applicable.

- 5.3. DIA (wires-only) Ethernet Internet circuits and Point to Point circuits:
- 5.3.1. 'Wires only' is a term used to identify services which are not supplied by M12 as 'Managed'.
Managed Services are those where M12 retains ownership, access to, and control of the Customer Premises Equipment (CPE) which enable M12 to actively support the service supplied and more importantly maintain the SLA. The type of wires only services available are detailed below in 7.1 c) and d).
- 5.3.2. **IMPORTANT:** Where wires only services are offered, M12 are not responsible for the CPE chosen by the customer, nor can we advise on whether the chosen (un-tested) CPE should work with our services. M12 have extensively tested the CPE for all M12 Managed Services, and whilst it is largely accepted that many third party supplied CPE should work, we cannot be responsible for instances where it does not. The following general criteria should be read and fully understood before taking any wires only service:
- 5.3.2.1. It is our recommendation that the customer should have a good technical understanding of IP Networks, and the ability to support the CPE they supply.
- 5.3.2.2. For Internet circuits, CPE supplied should be a Layer 3 device capable of supporting BGP (Border Gateway Protocol).
- 5.3.2.3. For point to point circuits, are Layer 2, and BGP is not required.
- 5.3.2.4. Note; many entry level enterprise class firewalls will not support BGP.
- 5.3.2.5. M12 will provide BGP configuration information and IP addressing
- 5.3.2.6. BGP security passwords are not used by default.
- 5.3.2.7. Private AS is supplied to the customer as standard.
- 5.3.2.8. Use of registered AS numbers can be authorized by M12 network engineering on a case by case basis (NSSP).
- 5.3.2.9. Normally link level and routed subnets are provided by M12
- 5.3.2.10. PI and private addressing may be considered as an alternative on a case by case basis (NSSP)
- 5.3.2.11. M12 can provide technical assistance to customers wanting a wires only product – e.g. with testing equipment, or researching whether we could support certain CPE, which will be charged at £150 per hour (or £1000 a day).
- 5.3.2.12. Faults; where the customer logs a fault and M12 are left liable for charges incurred by false errors, abortive site visits, or site visits proving the circuit is not at fault, then any resulting charges will be passed on to the customer.
- 5.3.3. Types of Wires Only Services Available:
- 5.3.3.1. DIA circuits are those where the circuit and network infrastructure are provided in the same way as a fully managed service, but M12 are not responsible for any termination CPE (i.e. Routers or Firewalls). These devices are supplied and managed by the customer or their end user. Due to the nature of these services, where M12 is not in control of the CPE, then the SLA is reduced (clauses 5.3.4) below that of our Managed service.
- 5.3.3.2. Point to point circuits are those which are completely off-net from the M12 or its supplier's network. Simply, in this instance, M12 are reselling a carrier local network services to the customer. Because point to point circuits don't route our network or our supplier's, no monitoring equipment is available, therefore we cannot provide as a fully managed service, and the SLA is reduced (clauses 5.3.4). Any specific technical detail which a customer may require to connect such circuits (end-to-end) will be provided from standard documentation on a case by case basis by the off-net provider.
- 5.3.4. SLA amendments to those in clause 4, specifically for 'unmanaged' circuits. Such circuits referred to generally, but not exclusively, as wires only services, wires only DIA circuits, and point to point (or point to multi point) circuits:
- 5.3.4.1. In the event of a fault, M12 will offer best efforts to the customer to resolve the issue. In the event that a fault is logged, the first checks made by M12 will be internally and with the carrier providing the tail circuit(s). If they are deemed to be working within normal parameters, then the customer managing the CPE device should be on site (or have remote access to) the CPE to manage queries between the device and the M12/supplier edge network. In these instances it is the customer's responsibility to provide M12 support staff with correct passwords and administrator rights as required, to help troubleshoot the issue
- 5.3.4.2. M12 will use best efforts to maintain the SLA stated in clause 4.4 for the logical fix. However, as we are wholly reliant on the customer so we cannot agree to be bound by these times, and in addition, no compensation will be payable in the event that any published SLA timescales are missed.
- 5.3.4.3. Similarly, we will endeavour to resolve all physical line faults within the SLA stated in clause 4.4, but again there is no compensation available should timescales slip on an unmanaged service
- 5.3.4.3.1. The demarcation point for M12's unmanaged, wires only services is the tail circuit carrier's NTE
- 5.3.4.3.2. The customer may be required to provide detailed diagnostics from the CPE
- 5.3.5. Wires only DIA services are only available for single Ethernet circuits - no ADSL backup or leased line failover services are available as 'wires only'.

5.3.6. It is the responsibility of the customer to raise a potential fault with the M12 helpdesk, as wires only services are not monitored proactively by M12. Therefore, for these services, section 4.2 of this document is void for wires only services.

6. Equipment:

- 6.1. M12 retain full ownership of any Equipment provided (excluding carrier NTEs) to deliver the service throughout the life of the Service, and upon any cancellation, customers are expected to return the Equipment (excluding carrier NTE(s) to M12 at their cost using a fully insured postal service.
- 6.2. Any NTEs, where provided, remain the property of the carrier.
- 6.3. Where Equipment is provided, it must not be tampered with, unplugged, changed, damaged or otherwise interfered with or for you to let any other person do so.
- 6.4. From time to time, the Equipment may be discontinued by the manufacturer, meaning that they can no longer be ordered, but devices that are in use will continued to be supported by M12.
- 6.5. You are responsible for any damage or loss of the Equipment, unless this is caused by our negligence or our contractor's whilst installing, upgrading, or maintaining the Equipment or where the fault is caused by the Equipment during its normal operation.
- 6.6. You are responsible for ensuring that the Equipment is secure and protected from unauthorised interference.
- 6.7. All of the Equipment provided to deliver the Service is covered under warranty during the life of the Service contract, subject to the exclusions in clause 6.8 that begins on the Service commencement date. Any eligible faults, subject to clause 6.8, arising with the Equipment during this period will be covered by the warranty at no extra cost.
- 6.8. If we need to replace Equipment because of factors out of our reasonable control, including but not limited to, electrical surges and damage, lightning damage, storm damage, flood damage, acts of war or riots damage, then there may be a service fee to replace or repair the damaged Equipment. M12 recommends that customers protect the Equipment with an electrical mains surge protector and an uninterruptible power supply (UPS). Such UPS devices do not offer 100% protection, however they can prevent some electrical mains problems. M12 recommend Customers keep the Equipment in a well-ventilated and air conditioned environment whereby the Equipment is running in conditions acceptable to the ones listed in the Equipment's data sheet. The Equipment's data sheets are available on request to M12 in writing.
- 6.9. If you connect the Service to your LAN, you are responsible for ensuring that the LAN does not adversely affect our Equipment or our network. You are responsible for your LAN including all aspects of its configuration including but not limited to, routers, wireless access points, firewalls, computers, tablets and phones. You are also responsible for your devices and other devices that may connect to your LAN with or without your knowledge.
- 6.10. For DIA and point to point Services our demarcation point with your LAN shall be the RJ45 or optical fibre transceiver on the carrier NTE. You are responsible for everything beyond this point.
- 6.11. For MIA Services our demarcation point with your LAN shall be the RJ45 or optical transceiver on the managed CPE router. You are responsible for everything beyond this point.
- 6.12. Equipment maintenance and recovery:
 - 6.12.1. From time to time M12 may need to repair, replace, maintain or upgrade any Equipment installed on your premises or to recover our Equipment following any termination of this contract.
 - 6.12.2. If M12 requires access, we will contact you to arrange an appointment to attend your premises for this purpose. You must agree to cooperate with us in arranging a suitable time for us to arrange any visits and permit access to all of the Equipment.
 - 6.12.3. If M12 is unable to gain access in a timely manner and is unable to carry out the maintenance, then we cannot be held for any subsequent outages, faults, or downtime associated with your service if the maintenance, repair, replacement or upgrade would have prevented this, you will also be unable to apply for any Service Credits. We will charge for our Equipment which cannot be recovered which you will be liable to pay.

7. Network maintenance:

- 7.1. From time to time M12 or its suppliers may need to repair, replace, maintain or upgrade any core network infrastructure beyond the customer premises to improve the network performance, reliability or features, or allow new components into the network.
- 7.2. M12 will make every reasonable effort to provide prior written notice of planned maintenance work by E-mail. It is your responsibility to make sure that these E-mails can be received from us and that you are aware of when this maintenance occurs. Maintenance windows are usually between 00:01 and 06:00 UK local time where the actual work and thus interruption of service may only last for a small proportion of this. Although a large window is advertised for contingency, the work often completes much quicker.
- 7.3. Sometimes M12 or its suppliers may need to make emergency maintenance. This emergency maintenance may not be pre-planned and may need to be carried out immediately at any time of the day without any prior notice. We will always make best efforts to pre-warn of any interruption of service if we are at the cause of it, however for emergency works, this may not be possible.
- 7.4. Any Service Level Agreements (SLAs) defined in clause 4 during any pre-planned maintenance of any kind are not applicable and no Service Credits (clauses 4.13) can be requested.

8. Upgrades/downgrades and changes of Service requested by the customer

- 8.1. Upgrades and downgrades to the Service can be made through the M12 Ethernet circuit Variation Agreement order form.
 - 8.2. If not stated on this agreement, a new minimum period equal to the initial minimum period is applicable to the upgraded/downgraded Service after the changes have taken effect.
 - 8.3. For the avoidance of doubt, if there are twelve (12) or less months remaining on the minimum period of the Service, and the M12 Ethernet circuit Variation Agreement states that there is no change to the minimum period, then the new minimum period for the Service subsequent to the changes taking effect shall be at least twelve (12) months.
 - 8.4. During the minimum period:
 - 8.4.1. CDR Upgrades:
 - 8.4.1.1. Provided that the bearer of the circuit allows, and network capacity is available, the Customer may upgrade the CDR. Typically with fibre circuits, this is in multiples of 2 Mbps on 10 Mbps bearers, 10 Mbps on 100 Mbps bearers, and 100 Mbps on 1000 Mbps bearers. With BTW EFM this is in multiples of 2 Mbps.
 - 8.4.1.2. TTB EFM circuits cannot be upgraded.
 - 8.4.1.3. Any new charges related to the upgrade in CDR will take effect on the date of the upgrade where pro-rata billing for part-months will be applicable.
 - 8.4.2. CDR Downgrades:
 - 8.4.2.1. Are not permitted.
 - 8.4.3. Bearer Upgrades:
 - 8.4.3.1. Bearer upgrades may or may not be available.
 - 8.4.3.2. M12 and its suppliers make no guarantees that you will be available to upgrade the bearer. Therefore a new bearer installation may be required.
 - 8.4.3.3. Bearer upgrades are subject to availability at the point of quotation.
 - 8.5. No more than one hundred and twenty days (120) days before and at least sixty (60) days prior to the end of the minimum period:
 - 8.5.1. CDR Upgrades:
 - 8.5.1.1. Same as clause 8.4.1.
 - 8.5.2. CDR Downgrades:
 - 8.5.2.1. Providing the customer provides M12 with no more than 120 days and at least 60 days prior written notice, we shall allow customers to downgrade their CDR where the CDR is not beneath the minimum rate allowed on a given bearer. Any downgrades will not take effect until after the minimum period.
 - 8.5.2.2. TTB EFM downgrades are not possible.
 - 8.5.2.3. In some cases, BTW EFM downgrades are not possible.
 - 8.5.2.4. A 100 Mbps CDR on a 1000 Mbps bearer is the minimum CDR allowed on these fibre bearer circuits.
 - 8.5.2.5. A 10 Mbps CDR on a 100 Mbps bearer is the minimum CDR allowed on these fibre bearer circuits.
 - 8.5.2.6. A 2 Mbps CDR on a 10 Mbps bearer is the minimum CDR allowed on these fibre bearer circuits.
 - 8.5.3. Bearer Downgrades:
 - 8.5.3.1. Are not possible.
9. Permitted users:
 - 9.1. You are responsible for all users who access the Internet through the Service provided to you.
 - 9.2. You must make sure that all users of the Service are aware of these terms and accept them.
 - 9.3. You are not permitted to resell, share, distribute the Service to anyone outside of your premises to other residential users or businesses or the wider community by means including but not limited to wireless, cable or fibre, without the prior written consent of M12.
10. Fair and Acceptable Usage Policy:
 - 10.1.1. For our Fair and Acceptable Usage Policy, please see the separate Fair and Acceptable Usage Policy.
 - 10.1.2. Your use of our service is governed by this additional policy and you must abide by and agree to the terms set out in it.
11. Ethernet Internet circuit Technical details:
 - 11.1. Public IPv4 addresses:
 - 11.1.1. Each suitable circuit will receive at least 8 routed public IPv4 addresses in the form of a routed /28 subnet. This range is allocated using BGP through a /30 or /31 point to point IP link.
 - 11.1.2. Additional quantities of public IPv4 addresses are available if a sufficient justification can be made to M12, its suppliers and RIPE NCC.
 - 11.1.3. Please note that if you regrade the quantity of public IPv4 addresses, we may need to reallocate your original IPv4 range(s) as it may not be possible to incorporate your existing IPv4 address.
 - 11.1.4. If your connection is disconnected or terminated, your IPv4 address may be reallocated.
 - 11.1.5. We shall grant you non-exclusive use of each public IPv4 address we assign to your service. Subject to RIPE NCC's requirements, you will not own your assigned public IPv4 addresses.
 - 11.1.6. Sometimes we may need to change customer's assigned public IPv4 address(es) due to network configuration changes or where we are required to by RIPE NCC guidelines. We shall provide prior written notice where we

are required to change your IPv4 address so you can make sufficient provisions to change any DNS records or update any services that require knowledge of your public IP address.

11.1.7. Due to the worldwide shortage of public IPv4 address, Customers requiring more than 8 public addresses will be required to make a sufficient justification for their needs of multiple IPs. Customers will be encouraged to use Network Address Translation (NAT) and share services with Port Address Translation (PAT) on single IP addresses.

11.2. IPv6:

11.2.1. At this time, we do not support the allocation to customers of IPv6 addresses. This is something that is in the roadmap for deployment with no timeframe on delivery or support.

11.3. Reverse DNS:

11.3.1. Some customers may require a reverse delegated record, herein called rDNS or reverse DNS, for the IPv4 address assigned to their Service. M12 will allow customers to request an rDNS record be applied only if the domain name DNS A-record is pointing to the IP address whose rDNS record needs applying.

12. Non-permitted actions:

12.1. The specific terms for non-permitted actions when using the service are set out in the separate Fair and Acceptable Usage Policy.

13. Payment Terms:

13.1. You have a responsibility to pay the Charges for the Services you're receiving from M12. Some charges are payable in advance of the service going live, others are payable from the day that the Service goes Live. Recurring Charges (MRC) will be collected in advance, while one-off fees will be collected in arrears.

13.2. Our Charges include the following fees:

13.2.1. Monthly Recurring Charge (MRC): A recurring Charge, paid monthly in advance, for the provision of your monthly service. The first payment will be pro-rated from the time of connection to the end of the month.

13.2.2. Connection/Installation fee: A one-off charge, paid at the time of activating your account unless your installation charge has been amortised into the monthly service fee or where a specific promotion has provided "free installation".

13.2.3. Excess Construction Charges (ECCs): Where excess construction charges have been identified to deliver the Service, a one-off, in advance charge for the ECCs is applicable. This is due immediately after the customer has accepted the ECCs prior to the service going live.

13.2.4. CPE Service Fee: Paid if M12 needs to replace or repair your CPE device(s) due to faults caused by MBORC or where the fault was caused by the actions of the Customer.

13.2.5. NTE Service Fee: Paid if the carrier needs to replace or repair your NTE device(s) due to faults caused by MBORC or where the fault was caused by the actions of the Customer.

13.2.6. Cancellation fee: Paid if costs have already been incurred by M12 to process your order and subsequent cancellation if you cancel your order before the Services connection date, on top of any costs of providing the Services.

13.2.7. Reactivation fee: Paid if your account has been suspended because of failure to pay M12 for the charges.

13.2.8. Early termination fee: Paid if you cancel your service before the minimum term or subsequent new minimum term has been reached.

13.3. Calls to our customer support team are classified as a local geographic rate call (0845 numbers) and can be charged at 5ppm from BT landlines other networks may vary. Calls to M12 direct numbers are charged at local rates (01 numbers) and these may be included at no additional cost as part of your mobile or landline telephone phone contract.

13.4. Additional information and full details of our services and pricing can be requested by the M12 sales department or your account manager. If there is a conflict relating to pricing between these Terms and any sales order, then the information on our sales order will take precedence; otherwise in the case of any other conflict these Terms will govern.

13.5. M12 accepts payment for the Service only by direct debit. If direct debit is not available, we reserve the right to charge an additional administrator fee equal to 5% of the monthly recurring Service charge. We usually require last quarter in advance as a deposit throughout the minimum term as a security deposit. We prefer payments by direct debit to keep our processing fees low, to improve efficiency, and to ensure that continuity of your service is maintained. If your account details change you must notify M12 immediately to ensure continuity of your service.

13.6. Our billing date for invoices is the 1st of the month and collection via Direct Debit is usually the 16th of the month, or the next working day after the 16th of the month.

13.7. M12 will email you a new invoice in the first week of each month and you are responsible for viewing and storing local copies of these invoices.

13.8. You must pay M12 all sums due to M12 in full and you cannot deduct or withhold any part of the sums you owe us, except as permitted by law.

13.9. Interest may be charged by M12 if you do not pay us in full by the due date. M12 may charge you interest on any overdue payments from the date you should have paid until M12 receives full payment of the amount you owe including full interest (whether before or after judgement) at the rate of 5% per month above the HSBC base rate.

- 13.10. Please be advised that in the event of M12 not receiving full payment for services provided, M12 have the right to suspend or terminate your services and take any steps necessary to recover the amount due and any termination fee (including any costs incurred collecting the funds owed).
- 13.11. All service prices shown are exclusive of VAT at the prevailing rate, and our invoices show VAT payable as a separate item on each invoice.
14. Definition of Force Majeure:
- 14.1. In this clause, "Event of Force Majeure" means an event beyond the control of M12 and its suppliers, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
- 14.1.1. Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster);
- 14.1.2. War, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo.
- 14.1.3. Interruption or failure of electricity or telephone service;
- 14.1.4. Wireless interference;
- 14.1.5. Failure of the wider Internet, or Internet's systems such as domain name system, routing, peering or transit affecting a wide number of other providers
15. Moving Services between addresses:
- 15.1. If you are moving address and your new address is in an area that's covered by M12's, its supplier and its carrier, then the Services will simply be moved to your new address.
- 15.2. Such moves are called "B-end shifts".
- 15.3. A new connection fee will need to be paid. This fee can be quoted prior to the move order. Please contact your M12 representative for more information.
- 15.4. Sometimes, especially if the area is more poorly connected than the previous location, the MRC may increase. Again, this fee can be quoted prior to the move order.
- 15.5. B-end shifts cannot occur during the initial twelve (12) months of a Service being live. Services can only be moved after the first twelve (12) months have elapsed.
- 15.6. If M12 is unable to move the Service to the new address location due to its own, or its supplier's or carrier's lack of service availability, then our standard cancellation terms of the contract will apply if the Service is not required to stay.
- 15.7. Ethernet move orders are subject to M12's Ethernet circuit Variation Agreement.
- 15.7.1. If not stated on this agreement, a new minimum term equal to the initial minimum term is applicable to the moved Service after the Service goes live in the new location.
- 15.7.2. For the avoidance of doubt, if there are twelve (12) or less months remaining on the minimum period of the Service, and the M12 Ethernet circuit Variation Agreement states that there is no change to the minimum period, then the new minimum period for the Service subsequent to the move shall be at least twelve (12) months.
16. Performance of Internet Ethernet circuits:
- 16.1. The performance of the Service and times experienced will depend on a range of factors, including but not limited to Internet congestion, remote server demand and available bandwidth. The Internet is a contended network.
17. Minimum Period/Minimum Term:
- 17.1. M12 Solutions standard minimum period for Ethernet circuits is thirty six (36) months from the date the Services are connected and are handed over to the Customer for use.
- 17.2. Sometimes our minimum period may be different, and this will be indicated on the M12 Ethernet circuit Agreement order form. At no point shall the initial minimum period be less than twelve (12) months and if there is a conflict between the M12 Ethernet circuit Agreement order form and these terms on this particular clause, these terms shall take precedence.
- 17.3. For the avoidance of doubt, if the minimum period is not listed on the order form, then our standard minimum period of thirty six (36) months shall apply from date of connection and customer hand over.
- 17.4. Please see clauses 8.2, 8.3, 15.7 relating to any changes (if applicable) of the minimum period when changes of the Service during the minimum period occur.
18. Cancellation/Termination:
- 18.1. Notice period:
- 18.1.1. You are required to provide M12 at least sixty (60) days' notice but no more than one hundred and twenty (120) days written notice before the end of the minimum period. If no written notice has been provided, then the contract will roll over automatically into a new annual period.
- 18.2. Early Termination Fee:
- 18.2.1. Should you decide to cancel your Service before the end of the minimum period, you will have to pay for all of the remaining service charges until the end of the current minimum period, or the new annual period if the contract has rolled over. For the avoidance of doubt, if you cancel your service after signature on our contract for any reason you will be liable in full for all the service charges as if the service was installed and provisioned. We may offer a goodwill discount for early settlement of our subsequent invoice. The only exception is associated to ECC's referenced in clause 3.73

- 18.3. We may terminate your contract or suspend all or part of your service if:
- 18.3.1. You or others misuse our Service (see our 'Fair and Acceptable Usage Policy').
 - 18.3.2. You otherwise breach our terms.
 - 18.3.3. You are persistently abusive or make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally or inappropriate towards our staff or contractors.
 - 18.3.4. You do not pay us, by the due date, any money you owe us.
- 18.4. Either party may terminate your contract by giving 30 days written notice to the other:
- 18.4.1. If there has been a material breach of these terms by the other party and this isn't rectified within 30 days of a written notice notifying of the breach.
 - 18.4.2. If an event, outside our reasonable control, prevents us providing the Services for more than 30 days.
 - 18.4.3. If the other is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or becomes insolvent or bankrupt; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or makes an application to a court of competent jurisdiction for protection from its creditors generally; or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or is subject to any analogous event or proceeding in any applicable jurisdiction; or
 - 18.4.4. by M12, without cause, after any initial Minimum Period. M12 Solutions will provide 60 days written notice.
- 18.5. If M12 is entitled to suspend your Service then all Charges for your Service will remain payable by you notwithstanding such suspension. If M12 is entitled to terminate your Service (other than in accordance to clauses 18.4.2 and 18.4.4), then M12 will be entitled to charge you for the Charges which would have been payable to M12 as if you had provided us with a termination notice on the date of such termination.
19. Your obligations:
- 19.1. You agree that you will comply fully with your obligations under these Terms, and at all times:
- 19.1.1. Comply with the terms set out in M12's 'Fair and Acceptable Usage Policy' (as published on our website and advised to you from time to time) and ensure that any others using M12's Services via your account comply with the 'Fair and Acceptable Usage Policy' as well.
 - 19.1.2. Keep your security information safe and tell M12 immediately if you become aware of any improper disclosure of your security information or unauthorised use of the Services through your account.
 - 19.1.3. Provide accurate information to M12 (especially during the ordering process) and ensure that this information is always kept up to date and accurate.
 - 19.1.4. Ensure that your equipment and software complies with all applicable laws and standards and that you have any necessary licenses before you use it to connect to the M12 network and ensure that your equipment and software is compatible with our Equipment.
 - 19.1.5. Only you control the content you upload or download using the M12 network. We have no responsibility for any such content.
 - 19.1.6. Comply with these Terms and any reasonable instructions M12 gives you.
 - 19.1.7. Indemnify M12 against all losses, liabilities, reasonable costs (including legal costs) and reasonable expenses which M12 may incur as a result of any third party claims against M12 arising from, or in connection with your misuse of the Services or breach of these Terms.
 - 19.1.8. Indemnify M12 against any direct, indirect, consequential, incidental or special damages or any loss of profits, revenue, goodwill or anticipated savings whether sustained by the Customer or any other party even if advised of the possibility of such loss or damages.
 - 19.1.9. All amounts due to M12 shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against M12 in order to justify withholding payment of any such amount in whole or in part
 - 19.1.10. From time to time, M12 may (without notice to you) review, record or check your use of M12's Services where M12 is required to do so to ensure compliance with any laws or regulations or where ordered to do so by any court or other body or authority with the power to require such monitoring and for our own internal purposes to ensure compliance with these Terms and the 'Fair and acceptable usage policy'.
20. Changes:
- 20.1. M12 may need to change these Terms, including the Charges at any time subject to providing you with 30 written days notice in writing. Current terms of business are available for download at www.m12solutions.co.uk/terms
 - 20.2. If we increase the Charges for elements of the Service you are using. M12 Solutions guarantee to not charge more than 10% above the monthly charge in any calendar year and may only pass on reasonable increases in costs from its suppliers or charge to cover any increased administrative or support costs.
 - 20.3. For any changes to our Terms that are required for legal or regulatory purposes, we may not be able to provide 30 days' notice, but we will endeavour to provide as much notice as possible.
 - 20.4. Such Changes to M12 Solutions terms will be posted on our website and notifications sent to you by E-mail.
21. General

- 21.1. **Assignment:** The Customer cannot sell, transfer or assign its rights or obligations under this agreement without the written consent of M12. No such assignment, even if consented to, shall relieve the other party of its obligations under this agreement prior to the date of such assignment.
- 21.2. M12 Solutions may assign this contract without reference to the customer.
- 21.3. If the Customer ceases to trade and does not agree to settle the termination figure from its retained assets, the Directors in the case of the Customer being a Limited Company, agree to be jointly and severally liable to pay M12 Solutions the termination figure. In the case of partnerships or sole trader businesses the individual(s) will be personally liable to pay the termination charge.
- 21.4. **Waiver:** The waiver or failure of either party to exercise any right provided for in this agreement shall not be deemed a waiver of that or any other right in this Agreement
- 21.5. **Invalidity:** If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect.
- 21.6. **Whole agreement:** This contract, together with any document expressly referred to in any of its terms, contains the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral.
- 21.7. **Notices:** Notices sent pursuant to this agreement shall be in writing and may be delivered by hand or sent by post by e-mail or faxed with hard copy confirmation by post in the case of notice of termination. This will be sent to the recipient at its address shown or at such other address as may be notified in accordance with this clause or, in the case of a company, to its registered office. Notices hand delivered or faxed shall be deemed received on delivery and those posted on the second working day after they are posted.
- 21.8. **Headings:** The headings shall be disregarded in construing this agreement.
- 21.9. **Law:** English Law shall govern this agreement. The parties submit to the non-exclusive jurisdiction of the English courts.

Last updated on 17/07/2012

FAIR AND ACCEPTABLE USAGE POLICY – ETHERNET CIRCUITS

1. Definitions:

M12 Solutions Limited ('M12', 'M12 Solutions', 'us', 'we', 'our') is a provider of various Internet services, registered in England and Wales (Company no:03401975 and VAT no: 873856866). Our registered office and principle place of business is at 3 The Belfry, Solent Business Park, Fareham, Hampshire, PO15 7FJ.

The following definitions used in these terms and conditions shall have the meanings given to them below: -

'Charges' means any charges which the Customer is liable to pay under this Contract, for example installation costs, line rentals, circuit rentals, management fees, etc.

'Credit Limit' means the credit limit agreed between M12 and the Customer in this Contract. Unless otherwise agreed, the credit limit shall be the equivalent of one month's billing of network services. Plus 30 days credit of any other goods or services provided by M12 Solutions, including Equipment or maintenance services.

'Customer' means the person or body corporate contracting M12 Solutions to supply the Service(s) under this Contract

'CDR' means committed data rate, the dedicated level of symmetrical Internet bandwidth measured in megabits per second (Mb/s or Mbps).

'Equipment' means any Equipment or products supplied by M12 Solutions to the Customer as part of the Service such as Customer Access Radios, WiFi access points, routers, modems and associated cables, fibre and filter(s).

'IP address' mean the unique Internet Protocol address assigned to your connection.

'Minimum Notice' means the notice required to terminate the relevant Service.

'Minimum Period' means the minimum period for the supply of the relevant service.

'Prices' means the prices for the relevant Service as amended by M12 Solutions from time to time.

'RIPE NCC' means Réseaux IP Européens Network Coordination Centre, the body responsible for administering IP addresses with Europe, the Middle East and parts of central Asia.

'Service' or 'Services' means the supply, connection and provision of the M12 Internet connection. The Internet connection method may include access by Radio, fibre optic or copper.

'Property' means the Customer's Property at which any Equipment shall be installed (and programmed) if necessary and/or the Service provided.

2. Introduction:

- 2.1. The following list details all the uses of M12's services that we consider unacceptable - in other words, unfair and unacceptable usage. M12 maintains and promotes a policy of fair and acceptable usage at all times, so please ensure that any use of M12's services, by yourself or anyone who connects to the service doesn't in any way contradict the restrictions listed below. You will also find your responsibilities to help keep our network secure listed at the end of this Fair and acceptable usage policy (the 'Policy').

- 2.2. Please ensure that anyone using your account to access M12's Internet services agrees with this Policy and is aware of their obligations under it. This extends to employees, office workers or guests or any one accessing the Service through your connection either knowingly or otherwise.
3. The Service **CANNOT** be used for the following:
 - 3.1. Unlawful, fraudulent, criminal or otherwise illegal activities
 - 3.2. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person
 - 3.3. Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters except that business customers are permitted to send marketing communications in accordance with the Privacy and Electronic Communications Regulations 2003 if sent in batches of no more than fifty (50) emails at any time, each individual campaign being sent to no more than five hundred (500) recipients, with no more than five (5) campaigns per month
 - 3.4. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications Equipment owned by M12 or its supplier's and provider's or any other Internet user or corporation
 - 3.5. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person
 - 3.6. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material
 - 3.7. Anything that may disrupt or interfere with M12's, its supplier's or provider's network or services or cause a host or the network to crash
 - 3.8. Launching "denial of service" (DoS) attacks; "mail bombing" attacks; or "flooding" attacks against a host or network
 - 3.9. Granting access to your M12 services to others not residing at the premises at which these Internet services are provided
 - 3.10. Circumventing the user authentication or security process of a host or network
 - 3.11. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data
 - 3.12. Monitoring or recording the actions of any person entitled using your connection without their knowledge or any person or thing outside of your premises including, without limitation, any public highway or roadway or another person's business premises
 - 3.13. Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.
4. Security
 - 4.1. You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network.
 - 4.2. You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.
 - 4.3. Usage by others using the service without your knowing:
 - 4.3.1. You are responsible for all uses made of M12's Internet services through your account (whether authorised or unauthorised) and for any breach of this Policy whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. You agree that M12 are not responsible for any of your activities in using the network. It's your responsibility to determine whether any of the content accessed via M12's Internet service is appropriate for children or others in your premises to view or use. It's not M12's responsibility to filter or make provisions to restrict access to certain websites some may find offence.
5. E-mail:
 - 5.1. M12 reserves the right to block any E-mails passing through out network that have the characteristics of SPAM email. We may contact you to inform you if you're emails have been classified as SPAM and any SPAMing activities made by you may result in a suspension or termination of service.
6. Data usage and excessive network use:
 - 6.1. Unless otherwise stated on the M12 Ethernet circuit Agreement order form, Ethernet Internet circuits are usually provided with no specific data transfer limit, i.e. their usage is unmetered and uncapped.
 - 6.2. Ethernet circuits are provided with a set CDR and Customers can use the Service as much or as little as they wish subject to complying with the terms and fair usage policy governing the Service and provided they stay within the CDR of the provided Service.
7. Breach of policy



- 7.1. If any customer's use of these services constitutes a breach of this Policy, M12 may, at its option and discretion, either give the member notice to stop the unacceptable use(s) or terminate that member's services (with or without notice as M12 considers appropriate).
- 7.2. M12 supports the Internet Watch Foundation (IWF). The IWF is the UK hotline for the public to report potentially illegal website content relating to child abuse, together with material of an unlawful nature. For more information about the IWF and its services please visit <http://www.iwf.org.uk>.
- 7.3. To report any illegal or unacceptable use of M12 services, please send an email to abuse@m12solutions.co.uk.

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