

This Agreement applies to the provision to you, (the "Customer"), by us, Mainstream Digital Limited, a company incorporated in England and Wales with Company Number 02742235 whose registered office is at 701 Stonehouse Park, Sperry Way, Stonehouse, Gloucestershire, GL10 3UT

Scope of this agreement

This agreement covers the provision of Data services and the connectivity using the variety of media applicable for each service..

1. Data Services Profiles

Mainstream provide 3 type of network profile services. The definitions contained herein are terms used by Mainstream and may not concur with terms used by other providers in the Data Connectivity market.

1.1 Leased Lines

Services traditionally referred to as leased lines are services where a dedicated service is provided from the carries core network to the client premises. These services are subject to SLAs that typically exceed those of non-leased lines. These services are sometimes referred to as EAD (Ethernet Access Direct) but not exclusively so.

1.1a Such services will be symmetric in nature and are provided to operate at the full bandwidth rate 24/7/365 for the duration of the contract.

1.1b Such services are exclusively delivered over a fibre connection and come with one static IPv4 address provided by default.

1.2 Broadband Services

Services traditionally referred to as Broadband are those which now encompass a wide range of delivery mechanisms such as Copper Lines, Fibre, and Point to Point Wireless.

1.2a Copper services may be classed as ADSL, SoADSL, FTTC, SoGEA, G.Fast, SoGFast

1.2b Fibre services may be classed as FTTP, GPON, XGS-GPON, Ethernet, Full Fibre and other terms that Alt-Nets choose to use. Such services are not provisioned using dedicated links to the core, and therefore are not guaranteed to provide the full rate for anything other than burstable periods that are controlled by the underlying provider.

1.2c All Broadband services will be provisioned with one static IPv4 as the default. Some services may not support additional static IPs, please ask Mainstream Technical support if you require further options for IPv4 and IPv6 addressing.

1.3 4G/5G mobile broadband

1.3a These services are available by the supply of a SIM card which must be fitted to a supplied Mainstream router.

1.3b Such services will be subject to availability of bandwidth within the mobile providers network and will be subject to variation dependent on a number of technical situations that are outside of the control of Mainstream.

1.3c Where the use of 4G/5G is the only method of connecting the client to the internet Mainstream may require the client to provide remote terminal access into their LAN environment to diagnose faults with the service.

1.3d Mobile broadband will be provided with or without any Static IP. If the client requires changes in relation to this, Mainstream may need to provide a replacement SIM as required.

2. Routers

2.1 Mainstream will provide the most appropriate router according to it's knowledge of the actual Internet connection and the size of the office network and it's load requirements.

2.2 Mainstream supplied routers will be setup by technical personnel ahead of supply and any change requests should be made via the Customer Support helpdesk.

2.3 Routers that are purchased outright are warranted for a period of 1 year.

2.4 Routers that are supplied as part of an 'as a Service' program are covered for replacement for the total period of the contract.

2.5 Routers that are deemed subject to inappropriate handling and mains power damage are not covered by warranty or replacement with the 'as a Service' program.

3. Leased Line Agreement

Defined in 1.1

3.1 Pre-installation the client will be required to facilitate a site survey to be conducted by an approved contractor of the originating carrier.

3.2 The client will be expected to be in attendance for the data and time of this survey as agreed between Mainstream and the client. Any surveys not undertaken due to non-attendance by the client may incur an aborted visit fee.

3.2a Any fees required ahead of a survey will be advised to the client and at this point the client may withdraw from the contract.

3.3 Post survey the client will be advised of any fees, classed as ECC (Excess Construction Charge) fees and if the client is not proceeding without good reason in relation to the ECCs, Mainstream reserves the right to levy a £350 non-proceeding fee.

3.4 On confirming the wish to proceed the activation lead times are typically between 60 to 90 days. However there are occasions when circumstances outside of the control and Mainstream and the underlying carrier that delays can be considerably longer.

Mainstream will endeavour to be clear in communicating progress.

3.4 If at any point after accepting to go ahead the client cancels the service cancellation fees due may be up to the maximum value of the total contract agreed and will include any fees related to all or part of the ECCs.

3.5 Upgrading and/or downgrading the bandwidth of the service maybe possible depending on the service and the underlying leased line bearer capacity. Pricing for this will be made available on request.

3.5a Upgrades that require physical changes mean the client is likely to experience a lead time of no less than 120 days.

3.5b Upgrades that can be achieved without physical changes can typically be achieved in 7 days.

3.6 Moving the service during the term of the contract maybe possible, but typically will involve another survey and possible ECC charges. Please note that moving even with the same site and /or Post Code will require a survey.

3.7 Mainstream and its underlying providers aim to provide 100% availability of this service. This is not a guarantee that this will be the case, and where service breaks occur any service credits will be pro-rata against monthly contract rental. Service credits

will not be given if the service is down for less than 45 minutes in any one month.

3.8 All equipment provided by the underlying carrier to terminate the leased line fibre at site is the property of the carrier and may require returning at the end of the contract if the client does not wish to renew.

4 Broadband Services Agreement Defined in 1.2

4.1 Each different technology (see 1.2a & 1.2B) will attract different charges for setup, change and cancellation.

Please see the document '**Broadband Service Change Fees**'

4.2 Broadband services are provided as essentially best effort traffic delivery. This means that clients may experience periods of slow transfers of all or some files/emails etc.

4.3 When a service interruption takes place all endeavours will take place to repair the service, but there are no guarantees and no service credits due.

4.4 If a client wishes to move the service before the contract end date, Mainstream will endeavour to achieve this with no cost penalties.

4.4a Because Mainstream use a number of different providers (including providers assigned as alt-nets) a move in contract may not be possible without penalty due to moving between alt-nets being the requirement.

4.5 There are no data usage limits on any of the Mainstream Broadband Services. The underlying carriers may impose a level of restriction if it is deemed against their fair usage policy. Typically this would be for clients using consistently over 2TB of data per month.

5. Mobile Broadband Agreement Defined in 1.3

5.1 Mainstream will provide a SIM card that is deemed to be viable for the available coverage of the client's location at the time of purchase.

5.2 Where the client has purchased a service that includes the router.

6. Misuse of data services

Mainstream may be forced to disconnect any client from any service where we have been notified by the relevant UK authorities of usage breaches under UK law.