

# Mainstream Digital Ltd High Availability Data Networks Agreement.

Version 1.0  
30<sup>th</sup> Aug 2024

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

Definitions of the terms used in this Agreement are detailed in the Definition's document that can be found in Terms & Conditions at [www.msdigital.com](http://www.msdigital.com)

## 1. Scope of this document

1.1 High Availability services are any service that uses a SIM card (4G/5G) to provide an alternative data path to the Internet when the primary path fails.  
1.2 The primary path will usually be a fixed copper based or fibre based service which is provided to the client by Mainstream.

## 2. Service Scope

2.1 The service provided by Mainstream is a 4NET service, meaning the provided SIM(s) will utilise the best available network at any given time. This covers the UK for EE, O2, Vodafone and 3.  
2.2 The SIM(s) are by default supplied with a 2GB inclusive data limit.  
2.3 Additional packages can be added at any point of the contract as a month by month addition.  
2.4 The service will utilise 4G where available and may drop back to 3G where 4G services are not available.  
2.5 This service is provided with the Mainstream supplied equipment as part of the service bundle.

## 3. Usage Policy

3.1 This service is designed to utilise the wired connection as its primary connection and fail-over to the mobile network when the wired connection drops. The customer accepts that the usage of the 2GB initial limit and any additional bundles is dictated by the availability of the wired connection.  
3.2 Mainstream aim to monitor the mobile connectivity activity with the specific aim of avoiding bill-shock for the client. If high traffic usage occurs outside standard service hours during a failover Mainstream do not assume liability for any additional usage fees outside of the limitations set in agreement with the customer.

## 3. Contract Terms

3.1 The contract covers the supply of the SIM and the Mainstream supplied equipment. At the end of the contract the equipment can be retained by the customer or returned to Mainstream at customers own cost.  
3.2 At the end of the contract the resilient side of the service will terminate. The wired router will continue to service the wired connection.  
3.3 The contract will run to the full term, and any cancellation will be subject to 100% of outstanding fees to end of contract term.  
3.4 Where the client utilises a wired service not supplied by Mainstream the client assumes responsibility for communication with its wired provider

for resumption of wired service, and informing Mainstream of all communications from 3<sup>rd</sup> parties.

## 4. Overage

4.1 Where the client has agreed that any mobile bandwidth requirement is allowed to run into overage, the charges will be per MByte at the prevailing rate.  
4.2 To prevent overage Mainstream will set the Mobile network to not exceed the default limit of 2GB.  
4.3 In agreement with the client either before or during a failure of the fixed wire network an agreed additional usage amount will be applied and invoiced accordingly.

## 5. Equipment Agreement

The SIM(s) and the equipment are provided as an integrated package. If the user places a SIM in equipment other than the Mainstream supplied equipment the customer will be liable for all charges as a result of mobile data traffic.

## 5. Bandwidth Availability

5.1 The service does not provide guarantees of bandwidth availability from mobile network at any time during the contract.  
5.2 As different service providers will supply different levels of service, where the SIM changes connectivity as necessary the client may experience varying degrees of network bandwidth and/or network latency.  
5.3 This service does not guarantee any minimum levels of 3G or 4G or 5G service, this is beyond the control of Mainstream and subject to operational restrictions applied by any or all of the mobile suppliers.

## 6. Faulty equipment

6.1 The client has responsibility for the hardware for the duration of the contract. Should the hardware need replacing during the contract the client may be provided with a replacement device. Mainstream may replace the failed hardware with an equivalent if the original hardware is not longer available.  
6.2 If the SIM card fails, this will be replaced at no cost during the contract.  
6.3 If the client removes the SIM card without approval from authorised Mainstream personnel, the client will be liable for any faults arising as a result of this.

## 7. Fault Reporting.

7.1 Any fault or suspected fault can be reported to Mainstream at any time of day on any day of the week.  
7.2 Where the customers experience a fault that disables both the wired and the mobile backup connection, Mainstream will advise a fault finding visit as necessary. Please refer to section 9

**XXX – needs more on forward  
actioning**

## 8. Fault Acceptance

8.1 Mainstream will investigate reported faults between the hours of 8:00 and 17:30 on a Monday to Friday. Bank Holidays are excluded.  
8.2 On acceptance of a fault we will make best endeavours to provide a resolution time, but we will not be able to guarantee the period.

## 9. Fault Finding (site visit)

9.1 If the service has failed and requires a site visit to diagnose a fault, the customer will be advised of any charges associated with an on-site fault diagnosis and fix.

9.2 If the Mainstream technician has attended a fault and ascertains that Mainstream was not liable, the client will be required to accept charges to fix the problem.

## 10. Exclusions

10.1 This service will not support SIP trunk resilience that is not provided by Mainstream.  
10.2 This service will work with Mainstream hosted services. When resilience activates all live calls are dropped and users will need to redial.  
10.3 For 'standard' web browsing the user may notice a slight delay at switchover.  
10.4 Mainstream make no guarantees of the ability of the resilience service to support 3<sup>rd</sup> party service running over the Internet. This is beyond the control of Mainstream and is subject to a variety of issues and technologies that comprise the Internet and the World Wide Web.