

KECONNECT 2MBPS FIXED LINE SERVICE TERMS & CONDITIONS /
SERVICE LEVEL AGREEMENT

1. DEFINITIONS

This Schedule is in addition to the Service Level Guarantee and forms part of the contract.

'We', 'us', 'KeConnect' or 'KeConnect Internet' refers to KeConnect Systems Ltd. trading as KeConnect Internet. Our address is Pegasus One, Orion Court Business Park, Gt. Blakenham, Suffolk, IP6 0LW.

"The Customer" means the company or individual subscribing to the service (as outlined in the KeConnect 2Mbps Fixed Line order form section 1.)

"Access Connection" means an access circuit capable of supporting digital transmission."

"Frame Relay" means the recognised international standard for data packet transport.

"Helpdesk" means the helpdesk facility provided by KeConnect to answer technical and commercial enquiries and administration for the Service. The Helpdesk is open between 9am and 9pm, Monday to Friday, excluding bank and other public holidays in England. The Helpdesk can be reached on 08450 506050. KeConnect will advise the Customer of any change to the Helpdesk telephone number.

"Network Terminating Unit" means the point where the Customer's wiring, equipment or existing qualifying data service is connected to the KeConnect network.

"Working Day" means 9am to 5pm, Monday to Friday, excluding bank and other public holidays in England.

"Third Party" means any person other than the Customer. This definition expressly includes the Customer's customers.

"PVC" means a Permanent Virtual Circuit which is configured to provide a virtual path over BT's FrameStream network between the Customer's selected sites and KeConnect's Cellstream Circuits.

2. SERVICE DESCRIPTION

2.1 The Service offers business users resilient connectivity using Internet Protocol (IP) over Frame Relay, in multiples of 2Mbps. The Service can be used to facilitate arrange of business functions, such as Virtual Private Networks (VPN), terminal services and web server hosting.

2.2 The Service provides Access Connections, which can be used to facilitate internet access or create a Wide Area Network (WAN). The Service will be configured and designed as per the KeConnect 2Mbps Fixed Line order form.

2.3 The Service is delivered to the site via Access Connections and terminated on a Network Terminating Unit enabling provision of the Service by KeConnect to the Network Terminating Unit.

3. MINIMUM PERIOD OF SERVICE

The Minimum Period for the Service is as specified on the KeConnect 2Mbps Fixed Line order form. The Minimum Period applies to each Access Connection.

4. SERVICE DELIVERY

4.1 KeConnect will configure the Network Terminating Unit and the Access Connections so that traffic can be transmitted onto the KeConnect network. KeConnect will conduct a set of standard tests to ensure that connectivity has been achieved between the KeConnect network and Customer equipment at the site. KeConnect will conduct a set of standard tests to ensure that the configuration is functioning correctly. The Customer will provide KeConnect with all reasonable assistance in carrying out such work. On successful completion of the tests, acceptance by the Customer of the Service at that site shall be deemed to have taken place.

4.2 It is the Customer's responsibility to connect the Customer router to the Network Terminating Unit at each site so as to establish end-to-end connectivity, providing any cabling or other items as may be necessary for the purpose, and to carry out any ancillary work which may be required, such as configuration of any software on equipment to be connected to the Service.

4.3 Unless otherwise agreed between KeConnect and the Customer, all delivery, installation and commissioning work to be performed by KeConnect under this Contract will be carried out on Working Days.

4.4 If, through no fault of KeConnect, KeConnect or its agents are unable to carry out an installation at or gain access to a site or are unable to complete the installation, KeConnect shall not be liable to the Customer for any failure or delay in providing the Service by the contracted delivery date. In these circumstances, KeConnect may charge the Customer any reasonable additional costs and expenses incurred.

5. HELPDESK AND FAULT MANAGEMENT

5.1 (a) The Service will be maintained as detailed in the KeConnect Contract.

(b) Helpdesk: The Helpdesk provides 1st line support to the Customer via a Lo-call rate telephone number. "Out of hours" calls to the Helpdesk will receive a message that the Helpdesk is closed and the times during which the Helpdesk is open. The Helpdesk will resolve technical queries, carry out administration for the Service, receive and record Customer faults and issue a reference number. KeConnect will use the reference number assigned to a fault in all correspondence with the Customer regarding that fault. KeConnect will respond only to faults in the Service, which have been reported by the System Administrator. KeConnect will not respond to any other person in relation to any reported fault. KeConnect accepts no responsibility for any faults on any service, facility, or equipment not provided by KeConnect to the Customer under this Contract.

5.2 The Customer acknowledges that, prior to reporting a fault to KeConnect in accordance with the paragraph 5.1, it will carry out an initial diagnosis to ensure that only faults in the Service are reported to KeConnect. To enable the Customer's faults to be logged accurately, when reporting a fault the Customer will provide all information reasonably required by KeConnect in connection with the fault, such as the site location or service/circuit number. KeConnect will then give a fault reference number to the Customer.

5.3 Following the report of a fault in accordance with the procedures specified above, KeConnect will respond by carrying out one or more of the following actions:

(a) Providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;

(b) Where possible, carrying out diagnostic checks from KeConnect's premises; or

(c) Where considered necessary by KeConnect, KeConnect or its agents will visit the sites or a point in the KeConnect network only if the action in 5.3(a) and (b) above does not result in the fault being diagnosed or cleared.

5.4 KeConnect shall take all proper steps to correct the fault without undue delay.

5.5 If a fault in the Service is reported by the Customer and KeConnect does work to correct it but finds there is no such fault, or finds it has been caused by some act or omission of the Customer or if KeConnect or its agents agree to attend a site outside the normal working hours, KeConnect may charge the Customer for the work.

5.6 When the fault has been cleared, the KeConnect Helpdesk will, unless otherwise agreed, immediately contact the System Administrator to notify them that the Service has been restored. The Customer will confirm within twenty (20) minutes of a request by KeConnect to do so whether or not the fault has been cleared. If the Customer does not contact KeConnect within the stated period, the fault shall be deemed to have been cleared.

6. CUSTOMER RESPONSIBILITIES

6.1 With the exception of any KeConnect equipment, the Customer is responsible for the provision and maintenance of all other equipment including all other routers and/or computer hardware to be used in connection with the Service.

6.2 The Customer is responsible for ensuring that the Customer's equipment connected to the Service conforms to the interface specifications (including routing protocols) specified by KeConnect.

6.3 The System Administrator shall report faults in the Service to KeConnect. KeConnect will advise the Customer in writing of any changes to the fault reporting procedures.

6.4 The Contract for the provision of the Service is between KeConnect and the Customer. Where the Customer, utilising the Service, enters into contracts with Third Parties, KeConnect will have no responsibility to those Third Parties.

6.5 The Customer shall be responsible for ensuring the compatibility of any applications it wishes to use with the Service.

6.6 The Customer is responsible for ensuring that the ADSL resilience line (referred to in the KeConnect 2Mbps Fixed Line order form section 2.) is ordered on an existing standard BT analogue line, suitable for Broadband, within three metres of the Network Terminating Unit. The Customer is responsible for ensuring that the SDSL resilience line (referred to in the KeConnect 2Mbps Fixed Line order form section 2.) is installed within three metres of the Network Terminating Unit.

7. PERFORMANCE REPORTING

7.1 This feature is subject to a separate remote management agreement. Information is provided in graphical as well as text format, where appropriate, and if it is available, historical information is included where relevant. However, specific details of the content of such reports, as well as their frequency and format, will be as specified by KeConnect from time to time.

7.2 KeConnect will use its reasonable endeavours to ensure the accuracy and timeliness of its performance reports and the availability of any information, which is to be provided online, but KeConnect has no liability in relation to accuracy, timeliness or availability of such reports and information respectively.

8. RESILIENCE

KeConnect undertakes to provide a 100% resilient service by providing a backup ADSL connection. The service will be configured to automatically fail over to the ADSL or SDSL connection in the event of a failure of the FrameStream service. In this way 100% connectivity will be maintained.

9. SERVICE LEVEL GUARANTEE

Details of the Service Level Guarantee provided by KeConnect Systems Limited can be found at www.keconnect.co.uk/terms.

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