

Service Specific Terms – Broadband

These Service Specific Terms were published on 1st day of April 2019. For previous versions, see www.connx.co/terms-and-conditions



1 Agreement

- 1.1 Each Order between you and Cellular UK Ltd (Trading as Connx), will incorporate the General Terms & Conditions and any applicable Service Specific Terms (together, the Agreement).
- 1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) any agreed amendment/Amendment Notice, (2) Order, (3) Service Specific Terms, (4) General Terms & Conditions.

2 Services

- 2.1 Cellular UK Ltd (Trading as Connx), agrees that it will, as and from the Go Live Date, provide the Subscribed Services to the Customer on the terms of this Agreement.
- 2.2 The Service Minimum Period for all SDSL Services is one year.
- 2.3 The Service Minimum Period for all ADSL (excluding FTTC/FTTP) Services is one month.
- 2.4 The Service Minimum Period for FTTC and FTTP Services is the lower of (a) one year or (b) the minimum term set by the service provider for FTTC and FTTP.

3 Maintenance

- 3.1 From time to time Cellular UK Ltd (Trading as Connx), may interrupt the Service to maintain, update or enhance software Equipment or other aspects of the Service and/or the Cellular UK Ltd (Trading as Connx), Network ("Maintenance Events"). Cellular UK Ltd (Trading as Connx), will, where possible, give the Customer a minimum of 3 Business Days advance notice of such events, and where possible will schedule Maintenance Events so as to cause minimum interruption to the Service. For the avoidance of doubt, it may not be possible to give such notice where interruption to the Service is necessary to deal with Incidents occurring in connection with the Service.
- 3.2 From time to time Cellular UK Ltd (Trading as Connx), may interrupt the Service to carry out emergency maintenance to the Cellular UK Ltd (Trading as Connx), Network in order to maintain appropriate levels of service quality and to provide where possible minimum impact to the Service.
- 3.3 Cellular UK Ltd (Trading as Connx), shall use reasonable endeavours to ensure that:
 - 3.3.1 scheduled Maintenance Events will not exceed 3 hours in any calendar month; and
 - 3.3.2 emergency Maintenance Events will not exceed 3 hours in any calendar month, provided that the Customer accepts that it may not be possible for Cellular UK Ltd (Trading as Connx), to provide the Customer will advanced notification of emergency Maintenance Events.
- 3.4 Any Maintenance Events which occur during Normal Business Hours, and which were not requested by the Customer, shall be considered downtime for the purpose of service availability measurement set out in clause 5.

4 Service Management

- 4.1 The Customer must submit all Incident Reports to Cellular UK Ltd (Trading as Connx), in accordance with the fault procedures for the Subscribed Service (available on request). All Incident Reports submitted by the Customer must provide a complete description of the Incident and any information reasonably requested by Cellular UK Ltd (Trading as Connx).
- 4.2 On receipt of an Incident Report from the Customer, Cellular UK Ltd (Trading as Connx), (acting reasonably) shall determine the priority of any Incident using the Priority Levels.
- 4.3 Cellular UK Ltd (Trading as Connx), shall use reasonable endeavours to assign an Incident to an appropriate engineer within 2 Business Hour of receipt of the Incident Report for no

- 4.4 less than 98% of Incidents properly submitted to Cellular UK Ltd (Trading as Connx), by the Customer in accordance with clause 4.1.
- 4.5 Cellular UK Ltd (Trading as Connx), shall use reasonable endeavours to make an update on an Incident available to the Customer within the response times specified in clause 4.7.
- 4.6 Cellular UK Ltd (Trading as Connx), shall seek to resolve Incidents within the relevant care level as per the matrix set out in clause 4.7.
- 4.7 Incident classification matrix:

Priority Level	Description	Target Resolution Time			Update Time
		Standard	Enhanced	Premium	
Critical	ADSL: Multi-customer service affecting issue due to loss of one or several Network components resulting in major impact to the Cellular UK Ltd (Trading as Connx), Network or the integrity of the Cellular UK Ltd (Trading as Connx), Network infrastructure	8 hours	6 hours	4 hours	1 hour
High	MPF Voice: Customer has full loss of service or no outbound service or ability to dial 999 Customer has been migrated onto the MPF Network and the service has never worked within first 8 days ADSL: Total loss of Service by product, resulting from a single event. Customer has total loss of Service/product or degraded beyond usable limits Degraded Service. E.g. Errors, packet loss to router interface, inability to transmit/receive where business operations are severely impacted	40 hours	20 hours	8 hours	Within 4 hours of previous update
Medium	MPF Voice: Customer experiencing	40 hours	20 hours	8 hours	Within 4 hours of

	<p>partial loss of service, e.g. inbound only, outbound only or crossed lines</p> <p>Multiple attempts fail to reach a single destination e.g. mobile, international</p> <p>Bad quality of calls (echo, clipping, static, fading, silence)</p> <p>ADSL: Partial loss of Service or degradation of Service, affecting Customer or network element, resulting from one event</p> <p>Partial loss where Service is intermittent or slow throughput</p> <p>Dribbling errors; packet loss less than 25%; slow throughput; host of Cellular UK Ltd (Trading as Connx), Network unreachable</p>				previous update
Low	<p>MPF Voice: Class 5 feature support or individual failures</p> <p>Individual failures or enquiries relating to provisioning/billing</p> <p>ADSL: Service enhancement that requires a change to the existing Service and/or Cellular UK Ltd (Trading as Connx), Network components that will facilitate Service</p> <p>Service requests/traffic shaping changes etc.</p>	40 hours	20 hours	8 hours	Within 4 hours of previous update

- 4.8 The Incident classification matrix in clause 4.7 outlines the description, resolution and scheduled updates frequencies for the associated Incident priorities.
- 4.9 The Customer understands and accepts that it may be necessary to extend the timescales in the Incident classification matrix due to the complexity of the Incident or where Cellular UK Ltd (Trading as Connx), is dependent on a third party for resolution of the Incident. In such circumstances, Cellular UK Ltd (Trading as Connx), shall use reasonable endeavours to eliminate or reduce the impact of the Incident on the Service by provision of a workaround, with permanent correction to follow.
- 4.10 An Incident Report will be considered to have been cleared where either:

- 4.10.1 it is corrected by Cellular UK Ltd (Trading as Connx), (including the provision of a temporary fix); or
- 4.10.2 Cellular UK Ltd (Trading as Connx), has investigated the Incident and Cellular UK Ltd (Trading as Connx),’ initial fault diagnostic testing indicates that the Incident is not found and/or is not the fault of Cellular UK Ltd (Trading as Connx),, and this has been confirmed by Cellular UK Ltd (Trading as Connx), to the Customer.
- 4.11 Cellular UK Ltd (Trading as Connx), will provide an escalation process where an Incident is understood as a clear request for the support of a higher technical or management level in order to clear the Incident. If the Incident is considered to be not progressing in a satisfactory manner or if it is foreseen that the targeted time to repair will not be met, either party may escalate the Incident in the manner set out in the Complaints Procedure.

5 Service Availability

- 5.1 Cellular UK Ltd (Trading as Connx), will use reasonable endeavours to provide a monthly overall service availability of not less than 99.7%. For the purposes of this clause 5.1, overall service availability shall mean the availability of two way communication of the virtual communication link (expressed as a percentage) between the access entry port on which the data terminating equipment (DTE) originator is connected and the Cellular UK Ltd (Trading as Connx), Network access exit port on which the DTE destination is connected, excluding scheduled Maintenance Events as described in clause 3, Customer-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by Cellular UK Ltd (Trading as Connx), to provide the Service), or outages or disruptions attributable in whole or in part to Force Majeure Events.
- 5.2 Cellular UK Ltd (Trading as Connx), will use its reasonable endeavours to recover service credits from the operators when circumstances indicate they should be available. If service credits are received, these will be passed on to the Customer.
- 5.3 Cellular UK Ltd (Trading as Connx), shall:
- 5.3.1 use reasonable endeavours to provide a DSL Service to the Customer that over the course of any calendar month does not exceed an average latency of 50 milliseconds assuming interleaving is not enabled on the Service; and
- 5.3.2 use reasonable endeavours to provide a DSL Service that over the course of any calendar month has an average packet loss across the Cellular UK Ltd (Trading as Connx), Network of less than 0.5%, provided that, notwithstanding clauses 5.3.1 and 5.3.2, the Customer understands that these targets are reasonable endeavours and whilst Cellular UK Ltd (Trading as Connx), shall do their utmost to ensure ongoing network performance on occasion circumstances relating to the Service Provider network that are out of the control of Cellular UK Ltd (Trading as Connx), may cause latency and general network performance to be affected.

6 Charges

- 6.1 The Customer will pay the following standard Charges in relation to Services:
- 6.1.1 the Activation Charge;
- 6.1.2 the fixed Monthly Recurring Charge (MRC) per access circuit. This differs according to variant;
- 6.1.3 variable Charges that may apply from time to time (e.g. for service upgrades).
- 6.2 The Charges are specified in the Pricing Terms.
- 6.3 The Charges are calculated on the basis that:
- 6.3.1 For the ADSL Service, the Customer will provide a suitable standard BT Exchange Line that will support ADSL and the current analogue voice service (“Shared Line”);
- 6.3.2 For the SDSL Service, Cellular UK Ltd (Trading as Connx), will provide a suitable standard BT Exchange Line that will only support SDSL and no analogue voice service (“Dedicated Line”).
- 6.4 Where a Shared Line is used to deliver the DSL Service through the duration of the Service, the Customer must pay full line rental

to Cellular UK Ltd (Trading as Connx), BT or another communications provider. For the avoidance of doubt, where a Dedicated Line is used to deliver the DSL Service, no line rental is payable to BT or any other third party for that line.

- 6.5 Cellular UK Ltd (Trading as Connx), standard MRCs for access circuit rental include Standard Care Service Levels. Enhanced Care Service and Premium Care Levels are available if the Customer pays the monthly supplement to Cellular UK Ltd (Trading as Connx), as specified in the Pricing Terms.
- 6.6 Cellular UK Ltd (Trading as Connx), reserves the right to pass on to Customers on a cost-plus basis (adding 10%) any charges levied by the Service Provider to which it is exposed as a result of the Customer's actions.

7 Definitions

- 7.1 Definitions used in the General Terms & Conditions shall also apply to the Service Specific Terms.

ADSL	asymmetric DSL
ADSL Service	the provision of internet protocol connectivity delivered over the Cellular UK Ltd (Trading as Connx), Network with ADSL based access to the Customer.
DSL	digital subscriber line.
DSL Service	the ADSL Service and/or the SDSL Service.
DSLAM	a network device, located in the telephony exchanges of the service provider that connects multiple customer DSLs to a high-speed internet backbone using multiplexing techniques.
FTTC	Fibre to the Cabinet services use the same infrastructure as standard 21CN ADSL products but provide higher line rates to the Customer's premises by the use of a fibre connection from the street cabinet to the exchange.
FTTP	Fibre to the Premises services use the same infrastructure as standard 21CN ADSL products but provide higher line rates to the Customer's premises by the use of a direct fibre connection to the Customer premises.
Incident	a failure of the Subscribed Service to operate in accordance with its published specification.
MPF Service	a Metallic Path Facility (MPF) service on the Customer's Public Switched Telephone Network (PSTN) line to deliver both voice and ADSL Services.
SDSL	symmetrical DSL
SDSL Service	the provision of internet protocol connectivity delivered on the Cellular UK Ltd (Trading as Connx), Network with SDSL based access to the Customer.