



Dear Customer,

Thank you for choosing Baltic Broadband and coming on board to join our disruption. If you didn't know already, here's some interesting information about us:

- We believe in having an open & long-term relationship with our customers
- We pride ourselves on **great customer service** and will answer calls from you from our Liverpool City Centre office **24hrs a day 365 days a year**
- We employ and develop local people (**our engineers are trained and qualified by us**)
- The service that we provide you is **100% powered by renewable energy**
- We source **75% of our procurement locally** (from SME's)
- We own and operate our **own digital connectivity network**
- We are a founding member of the [Liverpool Internet Exchange](#)
- We are members of the [London Internet Exchange](#), [LONAP](#) and [Ripe](#), helping to make the **Internet better for everyone**
- We provide **free or heavily discounted Broadband connections to local charities** and local good causes
- We have a **prompt payment code** to pay our suppliers within 14 days
- We **recycle 100% of our waste** and use Electric Vehicles
- We also offer connectivity for [Events](#) and also offer [Portable Connectivity](#)

Overall, you're in good hands. We've been connecting people to the internet since 1994 and are an industry leader, innovator & disruptor here in the Liverpool City Region.

Thank you for joining Baltic Broadband and we hope to have your service live soon.

*Regards, **Matt Wilson** CEng, FIET, Chief Executive & Chartered Engineer*

## **Order Acceptance Form V2.1**

**Business Name:**

**Company registration number:**

**Correspondence & Billing Address:**

**Company Contact Name:**

**Contact Email:**

**Company Contact Telephone Number:**

**Email address(es) to receive invoices:**

**Additional information and/or additional terms and conditions/services as part of this contract :**

**Service (Initial Capacity Order)**

**(Contract Type, Minimum Term, Installation Fee, Monthly Fee)**

**Customer Ref/PO No.**

**Preferred Installation Date**

*Please provide your preferred date of installation, bearing in mind that there is a lead-time already specified in the production description.*

**Installation Location:**

*Please provide the full address for the service to be installed into. If appropriate, please include items such as Floor, Room and Rack location:*

**Order Delivery Manager/On-Site contact contact (telephone number and email)**

**Order Additional IP Addresses**

**Additional Survey Notes and additional terms and conditions(completed after a site survey as been performed)**

**Additional Billing Instructions (department, person, if different or required)**

**Do you need to complete a lease or other tenancy agreement before Baltic Broadband can carry out its installation?**

**Do you require a lockable communications cabinet to securely house the Baltic Broadband Limited Customer Premise Equipment?**

**Installation Site Operational Hours (provide any restrictions)**

**Is there an Asbestos register on site?**

**Was the building in which you occupy built before 2000?**

**Are mains power and earthed 13 Amp sockets available at the install location?**

**Is out of hours work or equipment migration required?**

NOTE that out of hours migration will incur additional charges.

**Do you require a copy of the Risk and Method Statement (RAMS) for this project?**

**Details of IT Person/Contractor help with this installation?**

**Is this connection at this address providing services to persons that are classified as vulnerable as per the [Ofcom General Conditions C5.1-5.5, Section 3\(1\) of the Communications Act 2003](#)?**

# Wayleave Agreement

It is important that full Wayleave be granted to us and that you have permission by your landlord, or leaseholder to install our equipment onto/into your building if you don't own it.

## TELECOMMUNICATIONS WAYLEAVE AGREEMENT FOR BALTIC BROADBAND LIMITED

Notice:

- This is an agreement under the Electronic Communications Code (the "Code") set out in [Schedule 3A of the Communications Act 2003](#) (as amended by [Schedule 1 of the Digital Economy Act 2017](#)).
- Under the Code Baltic Broadband, under Ofcom's licence, enjoys statutory rights for e.g. the installation of its apparatus. This agreement reflects these rights but will continue to apply if one or more of the statutory rights cease to apply.
- Further information about the Code is set out on page 2 of this agreement.
- Please keep this agreement with your title deeds.
- This agreement may be executed in the original or as an electronic/scanned version, and counterpart versions if necessary.

**This agreement is between you,**

of

**and us, Baltic Broadband Limited (Company No. 10868537), whose registered office is 15 Gibraltar Row, King Edward Industrial Estate, Liverpool, United Kingdom, L3 7HJ.**

The term 'you' includes your successors in title and any others who are bound by this agreement under the terms of the Code and the term 'us' includes our contractors and anyone who takes over our business. Your signatory below confirms that (s)he is authorised to sign this agreement on behalf of the occupier of the property described below.

**This agreement relates to the following property:**

(the "Property")

and to the installation of communications apparatus including but not limited to racks, switches and cabling (which may be indicated or described in an attached proposal or plan).

**Describe your relationship to the installation property and the capacity in which you have the authority to sign this agreement**

The terms of our agreement are as set out below.

**1. Our rights**

We have the right to:

- Install (and keep installed) our apparatus on, under, through or over your Property including in existing ducts.
- Inspect, operate, repair, adjust, alter, upgrade and maintain our apparatus, and connect it to a power supply.
- Remove our apparatus.
- Cut (or require the cutting back of) any vegetation that will or may interfere with our apparatus.

We may also share our apparatus with another provider that is also a code operator and carry out works to let that sharing take place. We may only upgrade or share our apparatus and use any rights we have associated with this, if the changes to our apparatus from upgrading or sharing i) have no more than a minimal effect on

the appearance of the apparatus and ii) do not cause you additional loss, damage or expense, or have an adverse effect on your enjoyment to your Property.

We may come onto your Property to do any of these things and may bring vehicles and machinery. Whenever possible we will arrange access through the building manager.

These rights continue until this agreement is ended, as set out in Clause 6 ("Ending this agreement") below.

## **2. Our responsibilities**

We may perform works as required to exercise our rights but will cause as little damage to your Property as possible and will repair any damage we cause to your reasonable satisfaction.

If someone brings a claim against you for loss or damage arising from our actions we will compensate (indemnify) you in respect of that claim i) provided that you did not cause or ii) except to the extent that you contributed to the claim, and also provided that in each case you tell us about it as soon as possible and that you do not admit liability or make any payment without our prior written consent.

Our liability to you under this wayleave is limited to the sum of £1,000,000 but this does not affect our liability for death or personal injury caused by our negligence. We will only be responsible for losses that result directly from our actions, neglect or default.

We will comply with our statutory obligations in relation to health and safety and exercise our rights in accordance with the legislation that applies to our business.

## **3. Your responsibilities**

You must not build or place anything on your Property that makes it more difficult for us to access our apparatus. Also, you must not plant anything that might interfere with the apparatus unless required to do so by planning law.

You must not interfere with or access our apparatus or in any way damage it or allow anyone under your control to do so. You confirm that any information provided to us by you in connection with the installation of the apparatus is or will be materially correct.



When signing this agreement your signatory warrants that he/she has the required authority to sign for and on behalf of you and that you are able to grant the rights contained herein.

You agree to allow us access to the site in order to market our business and services. This can include raising awareness of our services and providing information to the residents on the services and products we offer (including health and safety information) as well as poster displays and leafleting.

#### **4. Moving our apparatus**

You may serve us with notice requiring us to relocate our apparatus as necessary to enable you to carry out a proposed improvement to the Property. Provided we have the necessary rights and that such alteration will not interfere with our provision of services (either because we are easily able to provide service from the altered location or because the Property has been vacated and there is no likelihood of us providing services there in the future) and that you pay our reasonable direct costs of relocating, we agree to relocate promptly as required by the notice. If we do not relocate as required, we will compensate you in respect of any direct losses you incur, provided that you take reasonable steps to minimise such loss.

#### **5. Who owns apparatus**

Our apparatus belongs to us at all times. You will have a right to use the apparatus to receive our services only if you have a valid service agreement with us.

#### **6. Ending this agreement**

You can end this agreement by giving us at least 12 months' written notice if one or more of the following occur (setting out sufficient details in the notice):

- i) that the agreement ought to come to an end as a result of substantial breaches of our obligations under this agreement and either the breaches cannot be remedied or we have failed to remedy them within a reasonable period after being notified;
- ii) you intend to redevelop all or part of the Property, or any neighbouring land, and cannot reasonably do so, unless this agreement ends;
- iii) the continuation of the agreement will cause prejudice to you and (a) the prejudice caused to you by the continuation of this agreement cannot be adequately

compensated by money and (b) the public benefit likely to result from continuing this agreement does not outweigh the prejudice to you.

This agreement will also come to an end if we remove our apparatus from the Property and there is no likelihood of us providing services there in the future.

## **7. Transferring this agreement**

We may transfer this agreement to another entity which has had the Code applied to it (a "Transferee"). The Transferee will be bound by this agreement from the date of transfer and we will not be liable for any breach of this agreement which happens on or after that date, if, before the breach, you were given written notice of the Transferee's name and of its address for sending notices.

## **8. Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

If any provision or part-provision of this agreement is deemed deleted under this Clause 8 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **9. Notices**

We will send notices to your address shown on page 1 of this agreement. You must send notices to our registered office address. The process for sending notices is set out in the Code.

### **Notes (these notes do not form part of our agreement)**

The Code is set out in Schedule 3A of the Communications Act 2003, as amended and sets out our rights and responsibilities when we put apparatus on private property.

Part 2 of the Code sets out the requirements for the agreement between us to install our apparatus.

Part 15 of the Code sets out the procedure for notices (the form of which may be prescribed by Ofcom).

**General Terms and Conditions and Services Schedules v2.1**  
**October 2023**

**THIS AGREEMENT is made on the date served**

**BETWEEN:**

- **Baltic Broadband Limited** a company registered in England and Wales under company number 10868537 and whose registered office is at 15 Gibraltar Row, King Edward Industrial Estate, Liverpool, United Kingdom, L3 7HJ. ("**Baltic Broadband**") and
- ("**Customer**")

The Parties wish to enter into this Agreement pursuant to which the Customer will be able to order Internet Services and, subject to the terms of this Agreement, Baltic Broadband has agreed to provide and maintain (and/or procure the provision and maintenance of) such Internet Services.

**Now it is hereby agreed that:**

### **1. Definitions and Interpretations**

**1.1** In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them below,

namely:

"**Acceptable Use Policy**" means the acceptable use policy (as may be amended from time to time) published on Baltic Broadband's website located at the website address <https://www.balticbroadband.com/aup>

"**Acceptance Tests**" means, where applicable, a series of installation and testing procedures to be carried out by Baltic Broadband prior to the delivery of the Services and "Acceptance Testing" shall be construed accordingly.

"**Act**" means the Communications Act 2003 and any successor legislation.

**"Agreement"** means this Agreement, which comprises Baltic Broadband's General Terms and Conditions, the Service Level Agreement, the Miscellaneous Charges, the Acceptable Use Policy and the Order Acceptance Form

**"Rental"** means the charges payable by the Customer as set out in the Order Acceptance Form.

**"Associate"** any company associated with Baltic Broadband Limited, including for the avoidance of doubt, Baltic Broadcast Limited (company number 13713652) both having their registered office at 15 Gibraltar Row, King Edward Industrial Estate, Liverpool, United Kingdom, L3 7HJ.

**"Charges"** means the Rental and other charges payable to Baltic Broadband pursuant to this Agreement and the Order Acceptance Form.

**"Consultancy Services"** means the advisory and consultancy services (if any) to be provided by Baltic Broadband to the Customer under this Agreement, as described in more detail in the Order Acceptance Form (as modified or substituted by Baltic Broadband from time to time).

**"Customer"** the company named in the Order Acceptance Form.

**"Customer Data"** means the data processed by the Customer using the Services.

**"Customer Equipment"** means any apparatus, and any software embodied therein, which does not form part of the Equipment (but which may be connected to the Equipment) and is used by the Customer in conjunction with the Equipment in order to obtain or use the Services.

**"Data Controller"** has the same meaning given to the term in the DPA.

**"Data Processor"** has the same meaning given to the term in the DPA.

**"Data Protection Legislation"** means the DPA, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2016, the Investigatory Powers (Interception by Businesses etc. for Monitoring and Record-keeping Purposes) Regulations 2018, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy from time to time including the General Data Protection Regulation (EU) 2016/679 such legislation as amended by the DP Brexit Regulations and renamed the UK GDPR.

**"Data Subject"** has the same meaning given to the term in the DPA.

**“DPA”** means the Data Protection Act 2018, including the General Data Protection Regulation as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018

**“Default Interest Rate”** means the statutory rate of interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

**“Due Date”** means the due date for payment of an invoice pursuant to clause 13.

**“Emergency”** means any event or circumstance which results or could reasonably be expected to result in a risk of personal injury or death or material damage to property and, without prejudice to the generality of the foregoing, an event or circumstance defined as an Emergency in the Act.

**“EULA”** means the end user licence agreement applicable to any Programs provided to the Customer as part of the Services as stipulated by the manufacturer of the Programs.

**“Equipment”** means any hardware, cabling, software, underlying infrastructure or any other equipment that Baltic Broadband has agreed to provide to the Customer as part of the Service pursuant to this Agreement from time to time, whether owned by Baltic Broadband or a third party supplier but excluding any equipment, which is bought by the Customer and specified in the Order Acceptance Form. Such equipment may include an appropriate switch and/or router to be supplied by Baltic Broadband to the Customer if agreed between the Parties and/or indicated as required on the Order Acceptance Form.

**“Force Majeure”** means a circumstance described in clause 16.

**“General Conditions of Entitlement”** means the general conditions of entitlement set by OFCOM in accordance with the Communications Act 2003, as may be amended, modified or replaced from time to time.

**“General Terms and Conditions”** the general terms and conditions contained in clauses 1 to 28 (inclusive) of this Agreement.

**“Group”** in relation to a body corporate, means the body corporate, any other body corporate which is its holding company or subsidiary and any other body corporate which is a subsidiary of that holding company as defined in s1159 Companies Act 2006.

**“Intellectual Property Rights”** means all intellectual property rights of whatever nature subsisting at any time in any part of the world including without limitation, patents, copyrights, design rights, registered designs, trademarks, service marks

and know-how, rights in respect of confidential information, rights in respect of the EULA, rights in respect of databases, the rights to apply for any of the foregoing and applications for any of the foregoing.

“**Law**” means the Act and any other law, statute or regulation, country specific regulations, General Conditions of Entitlement, code of conduct (whether or not having the force of law), copyright or other third party rights, obligation in contract or any term of any licence to which Baltic Broadband or the Customer is from time to time subject.

“**Managed HA Firewall**” means the virtual or physical firewall which may be offered as part of Baltic Broadband’s managed security solution as set out in Baltic Broadband’s product service description document. For the avoidance of doubt, Baltic Broadband shall retain responsibility for the hardware,licensing and any high availability configuration while the Customer shall remain responsible for the configured policy and rule set and its suitability for the Customer’s own environment.

“**Miscellaneous Charges**” means the miscellaneous charges set out in Schedule 1.

“**Minimum Term**” means the relevant duration of this Agreement to provide Services as set out in the Order Acceptance Form. The Minimum Term shall be no less than one month (for monthly rolling contracts), twelve months (for yearly contracts) and 3 years (for three yearly contracts) from the date the Service is ready for use by the Customer.

“**Order Acceptance Form**” means the order acceptance form containing details of the Services to be supplied to the Customer, together with any additional order acceptance form submitted by the Customer and accepted by Baltic Broadband.

“**Personal Data**” has the same meaning given to the term in the DPA.

“**Parties**” means the Customer and Baltic Broadband.

“**Premises**” means the building or buildings where Equipment is located, and whether or not occupied by the Customer.

“**Processing**” has the same meaning given to the term in the DPA.

“**Processing Details**” the processing details set out in Schedule 3 which sets out the scope, nature and purpose of Processing by Baltic Broadband, the duration of the Processing, the types of Personal Data and the categories of Data Subject.

“**Programs**” any computer program or software forming part of the Services.

**“RFQ”** means a request for quotation submitted by the Customer to Baltic Broadband.

**“Services”** means the internet services and/or other communication services, or cloud services and/or Consultancy Services set out in the Order Acceptance Form. For the avoidance of doubt any Service may be provided by Baltic Broadband and/or an Associate.

**“Services Schedule”** the services schedule containing specific service levels and terms and conditions which relate to a service.

**“Subprocessor”** means any person (including any third party and any Associate, but excluding an employee of Baltic Broadband) appointed by or on behalf of Baltic Broadband or an Associate to process Personal Data on behalf of the Customer in connection with this Agreement.

**“Third Party Code”** means software and/or code created by third parties, including without limitation “open source”.

**“Viruses”** means anything (including any device, software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses, harmful or malicious code, and other similar things or devices.

**“Working Day”** means any day excluding Saturdays, Sundays and the usual bank holidays in England.

1.2 References herein to clauses are to clauses in this Agreement.

1.3 A reference in this Agreement to a statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended, consolidated, replaced or re-enacted.

1.4 Words in the singular include the plural and vice versa.

1.5 The headings are for convenience only and do not affect the interpretation of this Agreement.



1.6 References to Baltic Broadband in this Agreement shall include an Associate where such Associate provides any of the Services.

1.7 If there is a conflict between the General Terms and Conditions and any other terms and conditions, the order of precedence shall (unless expressly stated to the contrary) be as follows:

- (i) the EULA.
- (ii) the Order Acceptance Form together with the Product Description
- (iii) the terms and conditions contained in any relevant Services Schedule.
- (iv) the General Terms and Conditions.
- (v) any applicable service level agreement.
- (vi) the Miscellaneous Charges; and
- (vii) the Acceptable Use Policy.

## **2. Purpose of Agreement**

Subject as set out in this Agreement:

2.1 In consideration of the payment of the Charges made by the Customer to Baltic Broadband and the Customer's compliance with the terms of this Agreement, Baltic Broadband shall provide the Customer with the Services and, where agreed, maintenance of the Equipment as set out in this Agreement;

2.2 The Customer shall make the relevant payments to Baltic Broadband, as set out in clauses 12 and 13, and the Order Acceptance Form and any subsequent Order Acceptance Form submitted by the Customer and accepted by Baltic Broadband.

## **3. Consent to install the Equipment**

Where Baltic Broadband or any appointed third party is required to install Equipment on the Premises the Customer hereby irrevocably gives permission to Baltic Broadband and its employees, agents or contractors on reasonable notice at such reasonable times to execute any works on the Premises in connection with the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment.

## **4. Ordering and Provision of Services**

4.1 If the Customer wishes to order Services it may submit an RFQ to the Baltic Broadband sales team at sales@balticbroadband.com The Customer acknowledges that Baltic Broadband may utilise facilities by, and provision all or any part of the Services from, an Associate or a third party.

4.2 If an RFQ is submitted to Baltic Broadband pursuant to clause 4.1, Baltic Broadband shall use all reasonable endeavours to respond in writing within 10 Working Days. At Baltic Broadband's sole discretion, a credit check may be conducted against the Customer.

4.3 On the execution of the Order Acceptance Form by the Customer and Baltic Broadband confirming receipt and acceptance to the Customer by email, the Order Acceptance Form will be deemed to be a binding contract for the provision of the Services in accordance with and subject to the terms of this Agreement.

4.4 Subject to clauses 14 and 15 below, this Agreement for the provision of the Services shall continue for the Minimum Term.

4.5 Baltic Broadband shall use its reasonable endeavours to meet any dates specified in this Agreement and/or the Order Acceptance Form but for the avoidance of doubt, time shall not be of the essence in delivering any Services under this Agreement.

4.6 Subject to the existence of any relevant third party consent (if applicable), Baltic Broadband shall provide the Customer with the Services in accordance with the terms set out in this Agreement and the Order Acceptance Form.

4.7 Following the delivery of the Service, Acceptance Testing shall be carried out by the Parties to ensure that the Services are ready for use. If the Services are not ready for use by the date agreed between the Parties, Baltic Broadband shall either repair or replace, at its sole option, any defective Equipment or any part thereof and repeat the Acceptance Testing. All Acceptance Testing shall, if appropriate, be carried out in the presence of a duly authorised representative of the Customer provided the representative is available at such reasonable times as Baltic Broadband may specify. For clarification, to assist with the Acceptance Testing the Customer must check the Service Baltic Broadband has provided is working properly. If the Customer does not check the Service within 5 Working Days from the date Baltic Broadband handover the Service and the Customer then finds there is an issue with the Service, Baltic Broadband shall not be liable to refund any Charges or issue any service credits under the Service Level Agreement applicable to the Service.

4.8 Baltic Broadband shall on successful completion of the Acceptance Testing notify the Customer. The Customer will be deemed to have accepted the Services unless within 7 days of receiving such notice, the Customer notifies Baltic Broadband to the contrary and specifies in such notice the grounds for rejection.

4.9 In the event of valid rejection of the Services, Baltic Broadband, without additional charge, will carry out the necessary work to remedy such discrepancy and will notify the Customer when such Services are ready for further Acceptance Testing. The same process as set out in clause 4.8 will apply to such testing. If it is not possible to remedy the discrepancy Baltic Broadband shall have the right to terminate this Agreement.

4.10 Baltic Broadband shall be entitled to sub-contract the whole or any part of the performance of the Services to any person provided that Baltic Broadband remains responsible to the Customer for the performance of the Services in accordance with the terms of this Agreement.

4.11 Where the Services include a Managed HA Firewall (as specified in the Order Acceptance Form), the rule sets used by the Managed HA Firewall to control access shall be configured in accordance with the Customer's instructions. The Customer shall be entitled to change the configuration from time to time, either itself in accordance with the documentation provided by Baltic Broadband, or by making a request to Baltic Broadband via the support process. The Customer acknowledges that Baltic Broadband does not provide an advisory service as to how the Managed HA Firewall should be configured and that the configuration is entirely within the Customer's discretion and at the Customer's own risk.

4.12 Where the Customer retains responsibility for managing its own security firewall the Customer will retain liability for managing the firewall platform and Baltic Broadband shall not accept any responsibility for any failure with the firewall platform.

## **5. Service Levels**

5.1 Unless otherwise stated in the Services Schedule, Baltic Broadband shall use its reasonable endeavours to ensure that the Services are available for use twenty-four (24) hours a day throughout the Minimum Term and any subsequent period agreed between the Parties. Baltic Broadband shall use its reasonable endeavours to provide the minimum service levels as set out in the Services Schedule.

5.2 If the Services are not available as set out in clause 5.1 (other than for a planned outage or for a Force Majeure event or as otherwise set out in this Agreement when Baltic Broadband shall have no liability), Baltic Broadband shall be

liable as set out in the Services Schedule, which shall be the total of Baltic Broadband's liability hereunder or otherwise for lack of the Services.

5.3 If the Customer is unhappy with the provision of the Services the Customer may issue a complaint to Baltic Broadband using Baltic Broadband's Complaints Code of Practice which can be found at <https://www.balticbroadband.com/complaint>

## **6. Customer's Obligations**

6.1 The Customer shall comply with the Acceptable Use Policy and shall procure that any other party using the Services shall comply with the Acceptable Use Policy.

6.2 The Customer shall supply to Baltic Broadband any documents, materials, assistance, data or other information (Input Materials) required in connection with the Consultancy Services. The Input Materials shall be supplied within sufficient time to enable Baltic Broadband to perform the Consultancy Services in accordance with this Agreement.

6.3 Baltic Broadband shall not be liable or deemed to be in breach of contract if the Input Materials are delayed, incomplete or inaccurate and Baltic Broadband will be entitled to charge the Customer for any additional services necessary as a result.

6.4 Any recommendations or suggestions proposed by Baltic Broadband in the performance of the Consultancy Services are given in good faith, but the Customer is solely responsible for satisfying itself of the suitability of any ideas, strategies, equipment or products recommended or suggested by Baltic Broadband for its own particular purposes (notwithstanding that such purposes are known to Baltic Broadband), and all such recommendations and suggestions are acted upon entirely at the Customer's own risk.

6.5 the Customer undertakes not to, and not to allow third parties, to:

6.5.1 sublicense, lease, rent, loan, or otherwise transfer the Programs to any third party;

6.5.2 decompile, disassemble, decrypt, extract or otherwise reverse engineer or attempt to reconstruct or discover any source code of, or any underlying ideas in, the Programs;

6.5.3 modify, adapt, or prepare derivative works from the Programs.

6.6 the Customer shall in respect of any Programs relating to the Services comply with any relevant EULA relating to the use of the Programs PROVIDED THAT Baltic Broadband has provided a copy of such end user agreement to the Customer.

## **7. Equipment**

7.1 The Equipment shall remain the property of Baltic Broadband or its nominee at all times and Baltic Broadband may modify, substitute, renew or add to the Equipment from time to time at its sole discretion provided that such modifications, substitutions, renewals or additions shall not affect the supply of Services. Where such modification would impact on the Services then modifications will be carried out as a planned outage.

7.2 Where Equipment is installed at the Customer's Premises the Customer shall be responsible for ensuring at all times the safe keeping and proper use of the Equipment and shall be liable for any loss or damage to the Equipment. In particular, (but without prejudice to the generality of the foregoing) the Customer covenants with Baltic Broadband:

7.2.1 To comply with all reasonable instructions as Baltic Broadband may notify to the Customer;

7.2.2 Not to (and to ensure that no other person shall) sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the Equipment or suffer any distress, seizure of, or execution to be levied against, the Equipment or otherwise do anything prejudicial to Baltic Broadband's rights in the Equipment;

7.2.3 To keep the Equipment at the Premises stationary at all times;

7.2.4 Not to add to, modify, or in any way interfere with, the Equipment and to keep and, where Baltic Broadband is not responsible for the maintenance of the Equipment, to maintain the Equipment in good repair and condition;

7.2.5 Notwithstanding clauses 7.2.3 and 7.2.4, in the case of an Emergency, to take whatever steps as are reasonably necessary to safeguard the Equipment and to notify Baltic Broadband as soon as possible of the circumstances of such Emergency;

7.2.6 Other than in the event of an Emergency not to cause the Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of Baltic Broadband;

7.2.7 Not to do anything or allow to subsist any circumstance, matter or thing, which is likely to damage the Equipment or detract from or impair its performance or operation;

7.2.8 Not to remove, tamper with or obliterate any words or labels on the Equipment or any part thereof and in any event to ensure the Equipment can be identified as belonging to Baltic Broadband or its supplier; and

7.2.9 To permit Baltic Broadband to inspect or test the Equipment at all reasonable times and without notice in the event of Emergency.

7.3 The Customer shall maintain insurance of the Equipment which is located on the Customer Premises and insurance for public liability, material damage and business interruption. At request of Baltic Broadband to produce evidence to Baltic Broadband that the Customer is maintaining suitable insurance in respect of the Equipment and the Customer Equipment.

## **8. Customer Equipment**

8.1 Where the Customer is required to provide equipment to enable any of the Services to be delivered the Customer shall be responsible for procuring that the Customer Equipment is programmed, equipped, compatible and connected for the operation of the Services in accordance with Baltic Broadband's reasonable instructions. Where required, the Customer shall be responsible for procuring the connection of the Customer Equipment to Baltic Broadband's system.

8.2 The Customer acknowledges that Baltic Broadband shall not be responsible for the repair and maintenance of Customer Equipment unless this is delivered as part of a Baltic Broadband managed service as specified in the Order Acceptance Form and the Customer Equipment shall be at the Customer's risk at all times. The Customer shall also insure the Customer Equipment against all risks.

8.3 The Customer shall ensure or procure that all other Customer Equipment that it uses complies with all relevant Laws and applicable industry standards for the time being in force. The Customer shall disconnect any Customer Equipment if such apparatus does not, or ceases to, conform to any relevant Law or to any applicable and industry standards for the time being in force. Baltic Broadband reserves the right to disconnect any Customer Equipment if the Customer does not fulfil any of its obligations under this clause 8 or, if in the reasonable opinion of Baltic Broadband, such apparatus does not comply with any relevant Law or applicable industry standard for the time being in force or may cause the death of or any personal injury to any person, or material damage to property or materially impair the quality of the Services or any electronic communication service provided by means of Baltic Broadband's system.

## **9. Maintenance**

9.1 Unless otherwise stated in the Order Acceptance Form or the Services Schedule, Baltic Broadband shall provide such maintenance services for the proper functioning of the Services and, where appropriate, the switching and routing equipment supplied by Baltic Broadband, as are reasonably required to provide the Services in accordance with this Agreement.

9.2 The Customer shall permit Baltic Broadband or its agents upon reasonable notice (except in an Emergency, when no notice is required) to enter the Premises for the purpose of monitoring and maintaining the Equipment.

9.3 If the Customer detects any defect or impairment in the operation or performance of the Services, it shall notify Baltic Broadband of the nature of such defect or impairment. Baltic Broadband shall respond promptly after such notification and shall make the necessary corrections in accordance with any applicable service levels.

9.4 If Baltic Broadband detects any defect or impairment in the operation or performance of the Equipment, it shall notify the Customer of the nature of such defect or impairment. The Customer shall after such notification comply with Baltic Broadband's reasonable instructions.

9.5 Subject to clauses 9.1 and 9.6, charges for maintenance are included in the Rental.

9.6 Baltic Broadband will be entitled to charge the Customer and the Customer will pay any reasonable costs to the extent that the need for any maintenance results from any one or more of the following:

9.6.1 Misuse or neglect of, or accidental or wilful damage to, the Equipment where such misuse, neglect or damage is caused by the Customer; or

9.6.2 Failure by the Customer to comply with any of the provisions of this Agreement; or

9.6.3 Fault in, or other problem associated with the Customer's system PROVIDED THAT in the case of any event referred to in clause 9.6 Baltic Broadband shall have given the Customer reasonable written notice of its intention to charge such costs.

9.7 In the event that the Customer prevents or delays the performance of maintenance services as described in this Agreement, Baltic Broadband shall have the right to charge the Customer all reasonable costs incurred by such delay or prevention.

## **10. Use of Services and performance of Consultancy Services**

10.1 The Customer shall at all times comply with the Acceptable Use Policy and particularly undertakes not to use or permit anyone else to use the Services:

10.1.1 To send a message or communication which is offensive, abusive, indecent, obscene or menacing; or

10.1.2 To cause annoyance or inconvenience; or

10.1.3 In a manner which is contrary to any applicable Law.

10.2 The Customer shall keep Baltic Broadband indemnified against all liabilities, claims, damages, losses, proceedings, compensation, costs and expenses arising out of, or in any way connected with, any such use of the Services by the Customer which infringes the Acceptable Use Policy, provided that Baltic Broadband shall not compromise, admit or settle any such actions without the prior written consent of the Customer which is not to be unreasonably withheld or delayed.

10.3 If the Customer can prove to Baltic Broadband's reasonable satisfaction that, due to Baltic Broadband's own act or omission, Baltic Broadband has failed to perform the Consultancy Services in accordance with this Agreement, then Baltic Broadband may at its option remedy such breach:

10.3.1 by re-executing the relevant part of the Consultancy Services free of charge up to the amount of the Charges received by Baltic Broadband for the provision of such Consultancy Services (exclusive of any VAT); or

10.3.2 by repaying or crediting to the Customer that part of the Charges paid by the Customer to Baltic Broadband relating to the provision of the relevant part of the Consultancy Services (exclusive of any VAT), and any such action shall discharge in full Baltic Broadband's liability to the Customer for such failure to perform the Consultancy Services.

## **11. Suspension of Services**

11.1 Without prejudice to the Parties' other rights and remedies under this Agreement and otherwise at law and subject to clause 11.2, Baltic Broadband may suspend the performance of its obligations under this Agreement on prior written notice to the Customer (such notice not to apply with respect to 11.1.1, 11.1.2 and 11.2) in the event that:

11.1.1 The Customer has failed to pay the Charges in full; or



11.1.2 Baltic Broadband is entitled to terminate this Agreement in accordance with clause 15; or

11.1.3 Baltic Broadband is required to suspend such performance in order to comply with any Law or request of any governmental department, emergency services organisation or other competent administrative authority PROVIDED THAT if Baltic Broadband is entitled to suspend this Agreement pursuant to this clause 11.1.3, Baltic Broadband shall use its reasonable endeavours to minimise such period of suspension.

11.2 In the event of an Emergency, Baltic Broadband may at its sole discretion interrupt or suspend its obligations hereunder for so long as the Emergency lasts (but no longer) without giving any notice to the Customer but shall notify the Customer as soon as reasonably practicable following the start of the interruption or suspension and shall use its reasonable endeavours to minimise the period of such interruption or suspension.

11.3 Where the suspension is implemented as a consequence of the breach, fault, act or omission of the Customer, the Customer shall reimburse Baltic Broadband for all reasonable costs and expenses incurred by Baltic Broadband in connection with the implementation of such suspension (including a reconnection fee as set in Schedule 1).

## **12. Charges**

12.1 In consideration for the provision by Baltic Broadband of the Services in accordance with this Agreement, the Customer will in respect of the Services provided by Baltic Broadband under this Agreement, pay the Charges.

12.2 Subject to clauses 12.5 and 12.6 the Rental Charge relating to the Services shall remain fixed during the Minimum Term.

12.3 Following the expiry of the Minimum Term, Baltic Broadband shall be entitled to increase the Charges on giving the Customer not less than one (1) month's prior notice. Any revised Charges shall become payable from the date set out in the notice served by Baltic Broadband.

12.4 Baltic Broadband reserves the right to impose any of the Miscellaneous Charges and reserves the right to increase such Miscellaneous Charges.

12.5 Baltic Broadband shall increase the Charges in April in each year of the Minimum Term and any rollover term (or any replacement month published on Baltic Broadband's website or notified to the Customer from time to time) by the

same increase in the Retail Prices Index for the previous 12 months announced by the Office for National Statistics (or successor body).

12.6 If Baltic Broadband is required to replace any Equipment as a result of changes in the Law, the Customer shall pay all reasonable costs incurred by Baltic Broadband in replacing the Equipment.

12.7 If the Customer pays the Charges through PayPal, or any similar third party online payment provider, or pays the Charges by debit or credit card, Baltic Broadband shall be entitled to recover from the Customer any costs it incurs from the bank in processing such payments.

### **13. Payment and review**

13.1 All Charges payable under this Agreement shall be payable in full by Direct Debit (without any set off or deduction) within fifteen days of the date of the invoice from Baltic Broadband.

13.2 Any installation charges set out in the Order Acceptance Form shall be invoiced by Baltic Broadband on the date the relevant Service is installed PROVIDED THAT Baltic Broadband shall in its absolute discretion have the right to request that the installation charge is paid in full prior to the date of the installation.

13.3 All Charges set out in the Order Acceptance Form shall be invoiced by Baltic Broadband monthly in advance and the first payment due under this Agreement shall be payable with effect from the date the Service is ready for use by the Customer.

13.4 All Charges expressed to be payable under this Agreement shall be exclusive of VAT and the Customer shall also pay to Baltic Broadband such additional amounts of VAT and any other taxes arising in any jurisdiction in which the Service is provided.

13.5 If the Customer shall fail to pay any amount due under this Agreement by the Due Date, Baltic Broadband shall be entitled to charge to and receive from the Customer interest in respect of any such amount outstanding at the Default Interest Rate (whether before or after judgement) as at the Due Date. Such interest shall be payable from and including the day after the Due Date until and including the date of payment in full. Such interest shall accrue day by day and shall be compounded quarterly.

13.6 In the event that Baltic Broadband is unable to proceed with the delivery of the Services due to acts or omissions of the Customer which prevent or delay the

delivery beyond an agreed date, Baltic Broadband shall have the right to invoice the Customer (which invoice the Customer shall pay within 15 days of the date of the invoice from Baltic Broadband) for all additional costs incurred by Baltic Broadband because of the Customer's acts or omissions.

13.7 The Customer agrees not to cancel or amend any Direct Debit instruction without the consent of Baltic Broadband.

13.8 If specified in the Order Acceptance Form the Customer shall pay a deposit in the amount specified in the Order Acceptance Form. Any deposit shall be payable with the first payment of the Rental.

13.9 Baltic Broadband may, at its discretion, set off such deposit against any Charges or other amounts owing to Baltic Broadband from time to time. No interest shall be payable in respect of the deposit. Any deposit remaining at the end of the Minimum Term which is not set off against any Charges shall be returned to the Customer upon return of any Equipment to Baltic Broadband in satisfactory condition.

13.10 If Baltic Broadband has set off any deposit under clause 13.9 the Customer shall be required to top up the deposit to the original amount specified in the Order Acceptance Form.

13.11 In the event Baltic Broadband has provided a credit facility to the Customer, Baltic Broadband shall have the right in its absolute discretion to withdraw the credit facility on 5 days' prior notice to the Customer.

13.12 Baltic Broadband reserves the right to refer any unpaid Charges to a debt collection agency to collect payment, interest and any late payment charges on its behalf. The Customer must pay Baltic Broadband's costs payable to the agency, who will add such costs to the total debt outstanding.

## **14. Duration**

14.1 This Agreement shall come into force on the date the Customer signs the Order Acceptance Form and shall continue for the Minimum Term unless it is terminated in accordance with clause 15.

14.2 Either Party shall have the right to terminate this Agreement at the end of the Minimum Term by serving not less than 1 month's prior written notice such notice to expire at the end of the Minimum Term. If the Agreement is not terminated at the end of the Minimum Term it shall continue until it is terminated by either Party

giving the other Party not less than three (3) months' prior written notice. For clarification, where the Service includes the provision of a licence which is renewable on a yearly basis the Customer shall have the right to terminate the licence by giving Baltic Broadband at least 1 month's prior notice such notice to expire at the end of the initial contracted licence period. If the Customer fails to terminate the licence in accordance with this clause 14.2 the licence shall automatically renew for successive periods of 12 months until terminated by the Customer on giving Baltic Broadband at least 1 month's prior notice such notice to expire at the end of the then current licence period.

## **15. Termination**

15.1 Notwithstanding anything to the contrary in this Agreement, either Party (without prejudice to its other rights) shall be entitled to terminate this Agreement forthwith by notice to the other Party if:

15.1.1 Any licence granted to Baltic Broadband for the provision of the Services is revoked or otherwise varied for any reason whatsoever and is not immediately replaced by a licence that would permit Baltic Broadband to continue to provide the Services on the same terms and conditions as set out in this Agreement, in which event Baltic Broadband shall give the Customer the maximum period of notice of termination practicable in the circumstances; or

15.1.2 Any action or proceedings under insolvency law is taken against the other Party or the other Party makes any arrangement or compromise with its creditors, or ceases to carry on business or suffers any execution or distress over its assets, or shall be the subject of a voluntary or compulsory liquidation (other than for the purpose of reconstruction or amalgamation) or an administrator or administrative receiver is appointed; or

15.1.3 The other Party commits a material breach of any of the provisions of this Agreement (including without limitation, non-payment of the Charges or a breach of the Acceptable Use Policy and/or breach of intellectual property right by the Customer and/or breach of any Law) and, in the case of a material breach of any of the provisions which is capable of remedy, the defaulting party fails to remedy the same within 30 Working Days after receipt of a notice in writing from the other Party giving particulars of the breach and requiring it to be remedied. If the Customer wishes to terminate this Agreement it may do so by email to [customer@balticbroadband.com](mailto:customer@balticbroadband.com).

15.2 If the Customer and/or the owner and/or the landlord of the Premises, or loss of line of sight to the Equipment, prevents Baltic Broadband from delivering the Services or the Customer is unable to meet any conditions referred to in the Order Acceptance Form, Baltic Broadband shall be entitled to terminate this Agreement forthwith by notice to the Customer.

15.3 The right to terminate this Agreement shall not prejudice any other right or remedy of either Party in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

15.4 Upon the termination of this Agreement, the Customer will immediately cease to use the Services and Baltic Broadband will, subject to Baltic Broadband having a right of set off for any payment due to Baltic Broadband repay to the Customer the appropriate proportion of any Charges paid in advance for any period ending after the Customer's liability to pay such Charges ceases PROVIDED THAT Baltic Broadband shall not be liable to repay any Charges where this Agreement is terminated as a result of the Customer's breach.

15.5 Without prejudice to the Parties' other rights and remedies under this Agreement or otherwise at law, if this Agreement is terminated by Baltic Broadband in accordance with clauses 15.1.2, 15.1.3 and 15.2 the Customer shall pay Baltic Broadband all arrears of Charges and sums due and payable to Baltic Broadband under this Agreement until the expiry of the Minimum Term or the date of termination (if longer).

15.6 The obligations of the Parties under this Agreement, which are of a continuing nature and capable of surviving expiry or termination of this Agreement, shall continue in full force and effect notwithstanding such expiry or termination.

## **16. Force Majeure**

16.1 Neither Party (for the purpose of this clause, the "Affected Party") shall be liable for any failure to perform its obligations under this Agreement caused by an act of God, insurrection or civil disorder, terrorism, war or military operations, national or local emergency, epidemic, pandemic, acts or omissions of government, highway authority, industrial disputes of any kind (not involving employees of that Affected Party or of sub-contractors working for that Affected Party pursuant to this Agreement), fire, lightning, explosion, subsidence, inclement weather, insolvency of a supplier, acts or omissions of persons or bodies for whom the Affected Party is not responsible (which shall include, but not be limited to, third party communication suppliers to Baltic Broadband) issues relating to Chapter 69 of the Wildlife and Countryside Act 1981, the Protection of Birds Act 1954, or any other cause whether

similar or dissimilar outside the reasonable control of that Affected Party PROVIDED THAT, in such circumstances the Affected Party can demonstrate that it has taken all reasonable steps to continue to perform its obligations under this Agreement.

16.2 The Affected Party shall promptly notify the other of the estimated extent and duration of such inability to perform its obligations (for the purposes of this clause 16, a "Force Majeure Notification").

16.3 Upon cessation of the delay or failure resulting from the event of Force Majeure the Affected Party shall notify the other of such cessation.

16.4 If, as a result of the event of Force Majeure, the performance of the Affected Party's obligations under this Agreement is only partially affected, such Affected Party shall, subject to the provisions of clause 16.5, nevertheless remain liable for the performance of those obligations not affected by the event of Force Majeure.

16.5 In the case of an Affected Party making a Force Majeure Notification then:

16.5.1 If the delay or failure caused by the event of Force Majeure lasts for a continuous period of three (3) months or less from the date of the Force Majeure Notification (whether or not notice of cessation has been given pursuant to clause 16.3) any obligation outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the event of Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party; or

16.5.2 If the delay or failure caused by the event of Force Majeure lasts for more than three (3) months from the date of the Force Majeure Notification and notice of cessation has not been given pursuant to clause 16.3 and such event of Force Majeure prevents the Affected Party from performing such Affected Party's obligations in whole or in part during that period, the other Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) Working Days' written notice to the Affected Party on expiry of the said three (3) months period PROVIDED THAT such notice shall be deemed not to have been given in the event that notice of cessation of the event of Force Majeure given pursuant to clause 16.3 is received by the other Party prior to the expiry of the thirty (30) Working Days' written notice.

16.6 If this Agreement is not terminated in accordance with the provisions of clause 16.5.2 then any obligations outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the event of Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

16.7 Irrespective of the occurrence of any Force Majeure event, the Customer shall continue to pay all Charges due under this Agreement unless the Customer is unable to use the Services in which case the Charges, or part thereof depending on the extent to which the Customer is unable to use the Services, shall cease until the Services, or relevant part, are available for use.

## **17. Limitations of Liability**

17.1 Nothing herein shall limit either party's liability for death or personal injury resulting from its own negligence or that of its employees, agents or contractors while acting in the course of their employment.

17.2 Nothing in this Agreement shall exclude or restrict any liability of either party which cannot by law be excluded or restricted.

17.3 Subject to clauses 10.2, 17.1, 17.2, 17.4, 20.3 and 25.14, the aggregate liability of each Party to the other or any third party (whether in contract, tort, breach of statutory duty or otherwise) arising by reason of, or in connection with, this Agreement shall be limited to one year's Rental payable under the Order Acceptance Form in the relevant year in which the relevant claim arises, or where such liability arises in the provision of the Consultancy Services, the aggregate liability of Baltic Broadband shall be limited to Baltic Broadband's charges for the Consultancy Services.

17.4 Subject to clauses 17.1 and 17.2, neither Party shall be liable to the other or any third party in contract, tort (including liability for negligence), breach of statutory duty or otherwise for any indirect, consequential or special loss howsoever arising. For the purposes of this Agreement, "indirect or consequential loss" includes but is not limited to, loss or corruption of, or damage to, computer software and/or data, wasted management time, loss of revenue, loss of profits, loss of anticipated savings, business or goodwill or loss of turnover.

17.5 The provision of the Services under this Agreement is supplied in accordance with the Service Level Agreement and Baltic Broadband's sole obligations and liabilities in respect of the provision of the Services are as stated in this Agreement and all other innocent or negligent representations (but not fraudulent), conditions, warranties and terms express or implied whether by statute, law or otherwise are hereby excluded to the fullest extent permitted by law.

17.6 Nothing in this Agreement shall limit or exclude the liability of Baltic Broadband or the Customer for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

17.7 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

17.8 This clause 17 shall survive termination of this Agreement.

## **18. Confidentiality**

18.1 In this clause 18, "Confidential Information" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party (for the purposes of this clause 18, the "Disclosing Party") to the other Party (for the purposes of this clause 18, the "Receiving Party") whether before or after the date of this Agreement.

18.2 During the term of this Agreement and after the termination or expiration of this Agreement for any reason, the Receiving Party:

18.2.1 May not use Confidential Information for a purpose other than the performance of its obligations under this Agreement; and

18.2.2 May not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party.

18.3 Clause 18.2 does not apply to Confidential Information which:

18.3.1 Is at the date of this Agreement or, at any time after that date, becomes publicly known other than by the Receiving Party's breach of this Agreement; or

18.3.2 Can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or

18.3.3 Is required to be disclosed under any Law or by any stock exchange or other regulatory requirements.

18.4 This clause 18 shall remain in force for five (5) years following the termination or expiration of this Agreement.

## **19. Publicity**



The Parties may not, either directly or indirectly, make public announcements, give releases or statements to the press, television, radio or other media relating to, or connected with, this Agreement without the prior consent of the other Party.

## **20. Intellectual Property Rights**

20.1 The Customer grants, or shall procure the grant, to Baltic Broadband of a non-exclusive, personal licence to use such of the Intellectual Property Rights of the Customer as may be necessary for the sole purpose of undertaking the Services, such licence to terminate immediately on termination of this Agreement for whatever reason.

20.2 Subject to payment of the Charges, with the exception of Third Party Code, and subject to the Customer's compliance with any relevant EULA, Baltic Broadband grants (or shall procure the grant of) to the Customer a non-exclusive, non-transferable, royalty-free licence, personal licence to use such of the Intellectual Property Rights of Baltic Broadband for the sole purpose of receipt of the Services and use of any Programs with the intent that such licence shall take effect on any such copyright or other Intellectual Property Rights coming into existence pursuant to the provision of the Services. The Licence granted or procured under this clause 20.2 shall terminate immediately on termination of this Agreement. Use of Third Party Code will be subject to the terms imposed by the relevant third party and the Customer is responsible for familiarising itself with and abiding by such terms and the Customer shall indemnify and shall keep Baltic Broadband and any Associate fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities (including legal fees and expenses) of whatsoever nature arising out of or in connection with any claim by a relevant third party in respect of the use of such Third Party Code by or on behalf of the Customer and/or infringement by the Customer of Baltic Broadband's (or those of its licensors) Intellectual Property Rights including and/or Programs.

20.3 Baltic Broadband shall indemnify and shall keep the Customer fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities (including legal fees and expenses) of whatsoever nature arising out of or in connection with any claim that except in respect of the provision of Third Party Code, the receipt and use of the Services by the Customer infringes the Intellectual Property Rights of any third party (Claim) to a value not to exceed £100,000 provided that the Customer shall:

20.3.1 notify Baltic Broadband in writing of any alleged infringement of which it becomes aware;

20.3.2 not make any admission or statement in respect of such Claim;

20.3.3 allow Baltic Broadband to defend the Claim; and

20.3.4 provide Baltic Broadband (at Baltic Broadband's cost) with such reasonable assistance as it may request.

## **21. Assignment**

21.1 Subject to clause 21.2, the Customer shall not assign, novate, delegate or otherwise deal with all or any of its rights or obligations under this Agreement (apart from on a solvent amalgamation or reorganisation) without the prior written agreement of Baltic Broadband which is not to be unreasonably withheld or delayed. Baltic Broadband may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement without the consent of the Customer.

21.2 Either Party may assign this Agreement to a member of its Group. If the Customer wishes to transfer its rights and liabilities to another party and Baltic Broadband is required to enter into a deed of novation the Customer shall pay Baltic Broadband's reasonable legal costs for approving the deed of novation.

## **22. Entire Agreement and Variations**

22.1 This Agreement and any documents referred to in it constitutes the entire Agreement between the Parties relating to the subject matter of this Agreement and supersedes any previous agreements and all prior representations made between the Parties, whether orally or in writing.

22.2 A variation of this Agreement is valid only if it is in writing and signed on behalf of each Party.

22.3 Each Party agrees that it did not rely on any statement made by the other party before the signature of this Agreement in entering into this Agreement and hereby waives any remedy which but for this clause 22.3 might otherwise be available to it in respect of any untrue statement (whether made innocently or negligently) before the signature of this Agreement.

## **23. General**

23.1 No one other than a party to this Agreement and an Associate shall have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

23.2 Failure by either Party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver by such Party of any such provision or in any way affect the validity of this Agreement or any part hereof.

23.3 No granting of time or other forbearance or indulgence by either Party to the other Party shall in any way release, discharge or otherwise affect the liability of the other Party under this Agreement.

23.4 If any provision of this Agreement shall be prohibited or adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

23.5 This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

23.6 Baltic Broadband shall be entitled to amend the General Terms and Conditions and/or any service specific conditions at any time and will notify the Customer in writing. The Agreement shall be amended accordingly with effect from the date of notification. If the relevant amendment is not required by law and materially affects the Services the Customer shall have the right to terminate this Agreement and any affected Service by serving on Baltic Broadband not less than 14 Working Days' written notice to terminate this Agreement, provided that such notice is served within the period of 14 Working Days commencing on the date of notification online. In all other cases the Customer will be deemed to have accepted the amendment. For clarification, the service of notice by the Customer under this clause 23.6 shall not constitute or deem to constitute evidence that the relevant change materially affects the Services.

23.7 Baltic Broadband may for operational reasons introduce service features and/or process changes and/or change the way in which the Services are delivered provided such changes do not have a material adverse effect on the performance or provision of the Services.

23.8 By entering into this Agreement the Customer confirms it has read and understood Baltic Broadband's privacy policy, which can be found at <https://www.balticbroadband.com/privacy-policy/>

## **24. Notices**

Any notice, invoice or other document or communication given by the Customer under this Agreement shall be given by e-mail to customer@balticbroadband.com or to such other email address of which notice has previously been notified by Baltic Broadband to the Customer. Any notice given by Baltic Broadband under this Agreement shall be given by email to the Customer's address specified in the Order Acceptance Form.

## **25. Data Protection and Customer Data**

25.1 The Customer shall own all rights, title and interest in and to the Customer Data and shall have sole responsibility for ensuring the security, legality, reliability, integrity, accuracy and quality of the Customer Data.

25.2 Both Parties shall ensure that they, their employees, agents and Subprocessors shall observe the requirements of the Data Protection Legislation and shall comply with any request made or direction given to the other which is directly due to the requirements of the Data Protection Legislation.

25.3 The Parties agree that for the purposes of the Data Protection Legislation the Customer shall, in respect of all Customer Data which is Personal Data, be the Data Controller and Baltic Broadband shall be the Data Processor.

25.4 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer and processing of any Personal Data.

25.5 Baltic Broadband shall take all measures required pursuant to the Data Protection Legislation and also appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Baltic Broadband shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

25.6 Baltic Broadband shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and shall comply with reasonable instructions notified to it in advance by the Customer with respect to the processing of Personal Data.

25.7 Baltic Broadband shall assist the Customer, at the Customer's cost, with all Data Subject access requests under the Data Protection Legislation which may be received from the Data Subject of any Personal Data forming part of the Customer Data.

25.8 Baltic Broadband shall notify the Customer without undue delay of and about any actual incident of unlawful destruction or accidental loss or disclosure or access to the Customer Data.

25.9 Baltic Broadband shall make available to the Customer all information reasonably necessary to demonstrate compliance with its obligations under the Data Protection Legislation and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. Notwithstanding any rights of the Customer under the Data Protection Legislation to inspect and audit Baltic Broadband's data processing activities, Baltic Broadband may, in its absolute discretion, use independent third party auditors to verify the adequacy of the security controls that apply to the Services and Baltic Broadband's compliance with its obligations under this Agreement.

25.10 At the written direction of the Customer, Baltic Broadband shall delete or return to the Customer, at the Customer's cost, all Personal Data on termination of this Agreement unless required by any Law to store the Personal Data.

25.11 The Customer warrants and represents to Baltic Broadband:

25.11.1 it has the right to licence the processing of the Customer Data that may be processed under this Agreement;

25.11.2 the processing of the Customer Data will not infringe the intellectual property rights of any third party;

25.11.3 the processing of the Personal Data from time to time has been carried out in accordance with the Data Protection Legislation;

25.11.4 it is not aware of any circumstances likely to give rise to breach of any Data Protection Legislation in the future;

25.11.5 Baltic Broadband is entitled to process the Personal Data under the terms of this Agreement and such use will comply with all Data Protection Legislation;

25.11.6 all Data Subjects have given their valid, informed consent to the processing of such Personal Data.

25.11.7 all Customer Data is necessary, accurate and up to date; and

25.11.8 it is registered with the relevant data protection authorities (where applicable) to process the Personal Data.

25.12 Without limiting the effect of clause 17 of this Agreement Baltic Broadband does not give any guarantee that any processed data:

25.12.1 is or are accurate, complete, reliable, useful, fit for purpose or timely;

25.12.2 has or have been tested for use by the Customer or any third party; or

25.12.3 will be suitable for or capable of being used by the Customer or any third party.

25.13 The Parties agree the following provisions so far as they relate to Subprocessors:

25.13.1 The Customer authorises Baltic Broadband to appoint (and permit each Subprocessor to appoint) Subprocessors in accordance with this clause 25.13.

25.13.2 Baltic Broadband may continue to use those Subprocessors already engaged by Baltic Broadband or an Associate as at the date of this Agreement.

25.13.3 Baltic Broadband shall ensure its agreements with Subprocessors incorporate terms similar to the data protection provisions contained in this clause 25.

25.13.4 Baltic Broadband shall give the Customer as much notice as is reasonably practicable of the appointment of any new Subprocessor including details of the processing to be undertaken. If, within 5 Working Days of receipt of this notice, the Customer notifies Baltic Broadband in writing of any objections (on reasonable grounds) to the proposed appointment Baltic Broadband and the Customer shall work together in good faith to make available any commercially reasonable change in the provision of the Services which avoids the use of that Subprocessor.

25.13.5 If Baltic Broadband is unable to make the required change to the Services under the provisions of clause 25.13.4 within 20 Working Days from receipt of the Customer's notice objecting to the proposed appointment of the Subprocessor, the Customer may terminate this Agreement on 1 month's notice to the extent it relates to the Services which require the use of the proposed Subprocessor.

25.14 Each party shall indemnify the other against all claims, liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by the indemnified party arising out of, or in connection with, the processing of any Personal Data under this Agreement except

to the extent where any such claims arise as a result of the indemnified party's negligence or breach of this clause 25 PROVIDED THAT each party's aggregate liability under this clause 25.14 shall be limited to a maximum of £250,000.

25.15 The Customer acknowledges that:

25.15.1 Baltic Broadband is reliant on the Customer for direction as to the extent to which Baltic Broadband is entitled to use and process Personal Data; and

25.15.2 claims against Baltic Broadband referred to under clause 25.14 include any claim or action brought by a Data Subject arising from any action or omission by Baltic Broadband, to the extent such action or omission resulted directly or indirectly from the Customer's instructions.

25.16 The Processing Details sets out the scope, nature and purpose of Processing by Baltic Broadband, the duration of the Processing, the types of Personal Data and the categories of Data Subject. The Customer agrees to keep Baltic Broadband updated as to the types of Personal Data and categories of Data Subjects that may be included in the processing of Personal Data on the Customer's behalf.

## **26 Anti-Bribery Laws**

Each Party shall:

26.1 Comply with all laws relating to anti-bribery and anti-corruption including without limitation the Bribery Act 2010 (Anti-Bribery Laws) and shall not do, or omit to do, any act that will cause the other party to be in breach of the Anti-Bribery Laws.

26.2 Not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws if such activity, practice or conduct had been carried out in the United Kingdom.

26.3 Promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

26.4 Maintain throughout the term of this Agreement its own anti-bribery policy including without limitation adequate procedures (as defined in section 7(2) Bribery Act 2010) to ensure compliance with the Anti- Bribery Laws and shall enforce such policy and procedures where appropriate.

## **27. Resolution of Disputes**

In the event of any dispute between the Parties arising out of this Agreement, the Parties shall first use their respective reasonable endeavours in good faith to resolve any such dispute by escalation as follows:

27.1 initially, by negotiation between the Parties' account managers;

27.2 if the account managers shall fail to resolve the dispute within 14 days of the dispute being referred to them, by the referral to, and negotiation between, directors of the Parties;

27.3 if the directors shall fail to resolve the dispute within 14 days of the dispute being referred to them, by the referral to, and negotiation between, the managing directors of the Parties; and

27.4 if the managing directors shall fail to resolve the dispute within 14 days of the dispute being referred to them, by referring to a mediator approved by mutual agreement or failing mutual agreement by the President from time to time of The Chartered Institute for IT (BCS), who shall consider the resolution of the dispute in a prompt and expeditious manner. Both Parties agree to co-operate fully with such mediator, provide such assistance as is necessary to enable the mediator to discharge his duties and to bear equally between them the fees and expenses of the mediator.

## **28. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English Law and the Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English courts.



# Signed as an agreement

Customer	Project Manager	Baltic Broadband Director
For and on behalf of	For and on behalf of Baltic Broadband Limited	For and on behalf of Baltic Broadband Limited
Signature:	Signature:	Signature:
Name:	Name:	Name:
Title:	Title:	Title:
Date:	Date:	Date:

## SCHEDULE 1 -

### Miscellaneous Charges

<b>Service</b>	<b>Description</b>	<b>Charge (excluding VAT)</b>
Installation Survey.	Carried out in connection with a re-location by the Customer.	£99.00 - £195.00 (subject to survey)
Relocation Installation.	Carried out in connection with a re-location by the Customer.	£295.00
Re-connection of service.	Following the suspension of the supply/performance of the Internet Services as a result of the Customer's breach.	£75.00
Reappointment due to failed attendance by Customer.	Where the Customer fails to attend a pre-arranged site visit and has failed to notify Baltic Broadband by 2.00pm the previous day. Assumes 1 hour on site for 2 engineers.	£295.00
Cancelled appointment.	Where the Customer cancels an appointment less than 72 hours before an agreed date and time for Baltic Broadband to attend the Customer's premises.	£95.00
Abandoned Call Out due to Customer not arranging access or access is prevented.	Where the Customer has failed to arrange access for Baltic Broadband and Baltic Broadband is unable to gain access to the Customer's premises or the building in which the Customer's premises form part.	£75.00 per engineer team per hour + travel costs

Engineer call out and no-fault found with Baltic Broadband supplied and managed Customer's Premises Equipment.	Where the Customer reports a Fault under the Service Level Agreement and the Equipment is found not to be faulty.	£125.00
Service cancelled	Where the contract is terminated or the service cancelled because the Customer has prevented the Company delivering the service, or the Customer is unable to meet the conditions set out in the SOF or this contract.	£195.00
Replacement of equipment.	Where necessary as a result of damage caused by the Customer.	£250.00 plus the value of the replacement equipment
Additional sundries.	Where a non-planned cable run exceeds "5" metres.	£25.00 per metre
Missed payment fee.	The Customer fails to pay an amount due under this Agreement.	£75.00 per missed payment
Administration fee.	Paying by method other than by Direct Debit	£25.00 per due invoice plus removal of any DD discounts

Paper billing.	Where the Customer insists on receiving a paper bill.	£10.00 per invoice
Non-return of equipment.	At the end of the contractual term.	£250.00 minimum £500.00 maximum
Escalation of a support issue immediately to Director level.	If a support issue is raised immediately with a Director without the escalation procedure being followed first.	£125.00 per hour, 1 hour minimum charge.

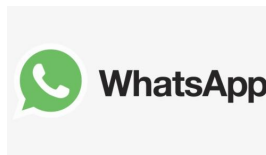
**SCHEDULE 2 –**

**Baltic Broadband Support Desk**

**Our Contact Details**

We pride ourselves on providing excellent Technical Support and Customer Care and provide a number of ways so you can contact us.

Service	Phone Number	Email Address
Technical Support and Faults	0151 279 1001	support@balticbroadband.com
Customer Care Team	0151 279 1002	customer@balticbroadband.com
Sales and Account Management	0151 279 1000	sales@balticbroadband.com



Technical Support	Sales & Account Management
	

**Or use our Website:** [my.balticbroadband.com](http://my.balticbroadband.com)

Our customer care and sales team are open 09:00hrs till 17:30hrs Monday to Friday. Our technical support team is open 24/7, 365 days p.a

## Support Escalation Procedure & Contacts

In the event of Baltic Broadband’s regular support team not being able to respond satisfactorily to you, please follow the escalation procedure:

<b><u>Escalation</u></b>	<b><u>Contact Details</u></b>
<p><b>Level 1</b> (your first contact to us):</p>	<p style="text-align: center;"><b>Baltic Broadband 24/7 Support Desk</b></p> <p><i>Change Requests:</i> Please email details to <a href="mailto:support@balticbroadband.com">support@balticbroadband.com</a> You can also use the WhatsApp QR code for non-urgent issues.</p> <p><i>Faults and Urgent Changes:</i> Please email details to <a href="mailto:support@balticbroadband.com">support@balticbroadband.com</a> and follow up with a phone call to <b>0151 279 1001</b>.</p>
<p><b>Level 2</b> (if no satisfactory response from level 1 after 2 hours)</p>	<p style="text-align: center;"><b>On-Call Duty Support Manager</b></p> <p>Phone or text: <b>07399 686 042</b></p> <p>Email: support-escalations@balticbroadband.com</p>
<p><b>Level 3</b> (if no satisfactory response from level 2 after 3 hours)</p>	<p style="text-align: center;"><b>Matt Wilson – Chief Executive*</b></p> <p>Phone or text: <b>07971 403 502</b></p> <p>Email: matt.wilson@balticbroadband.com</p>

\*= If a customer escalates an issue immediately to a Director (without first following the above procedure), a charge is payable as detailed in Schedule 1-Miscellaneous Charges.

## **SCHEDULE 3 – Processing Details**

### **Scope of processing**

Baltic Broadband processes Personal Data to enable it to provide the services under this Agreement and to comply with any legal obligations imposed upon it.

### **Nature and purpose of processing**

- Use of Personal Data to set up, operate, monitor and provide the services under this Agreement;
- Perform day to day management of accounts and products Baltic Broadband provides to the Customer;
- Record consent (e.g. in respect of marketing of products and services or any other consent the Customer provides which Baltic Broadband is obliged to record);
- Uploading any fixes or upgrades to the services Baltic Broadband provide (where Baltic Broadband is obliged to carry out fixes and/or upgrades);
- Back up of Personal Data;
- Computer processing of Personal Data, including data transmission, data retrieval, data access;
- Complying with Baltic Broadband's statutory obligations;
- Providing access to online platforms (if any);
- Network access to allow transfer of Personal Data;
- Execution of the Customer's written instructions in accordance with the above provisions and/or this Agreement;
- Administration of accounts to manage user permissions.

### **Categories of Personal Data**

- Account data such as account number, device ID, IP address, service history etc.
- Personal data such as name, address, date of birth, email address, telephone number, circuit ID;
- Professional information such as job title, details of the Customer's professional body;
- Financial data such as credit or debit card details, bank account details;
- History product data and information;
- Company data where this identifies a Data Subject;
- Identification data (where required);
- Special categories of Personal Data.

### **Categories of Data Subjects**

- Employees, contractors, temporary workers, agents, the Customer's clients and suppliers or other individuals having Personal

Data to be Processed as part of Baltic Broadband's service to the Customer.

- End users or their authorised representatives.

### **Duration of Processing**

Baltic Broadband shall process Personal Data no longer than is necessary in order to perform its obligations under this Agreement or in order to

comply with any legal requirement regarding the Processing of Personal Data.



## Services Schedule

### Annex 1 – Fixed Wireless Access (Wireless Radio) and/or Fibre Ethernet

In this Annex 1 unless listed below all words and phrases shall have the same meaning as defined in clause 1 of the General Terms and Conditions. The following terms shall have the following meanings:

**“Access Zone”** means the fibre or radio network connection between the Premises and/or the Site and the Baltic Broadband Zone.

**“Availability”** the time for which the Services and a Connection is available. A Connection shall be deemed unavailable if it is completely interrupted for greater than 30 consecutive seconds.

**“Connection”** means an electronic communication circuit or circuits to be supplied by Baltic Broadband to an agreed Service Demarcation Point for the delivery of the Services. Such Connection shall be supplied as point to point only, or as part of an IP VPN or Ethernet VLAN depending on the Customer requirements identified in the Order Acceptance Form.

**“Connection Ready for Service Date”** means the date upon which the individual Connection will be ready for service such as the date to be confirmed by Baltic Broadband.

**“Core Internet Router”** is that router (or routers) in the Baltic Broadband Network that (together) form the gateway between the Baltic Broadband Network and the Public Internet. The designation of such routers may change from time to time.

**“Fault”** a Service Affecting Fault and/or a Non Service Affecting Fault.

**“Fault Reference Number”** the unique number issued when logging a Fault with Baltic Broadband’s Support Desk.

**“Initial Capacity Order”** the initial capacity requested by the Customer for the Minimum Term as stated in the Order Acceptance Form.

**“Installation Charge”** means the charges payable on installation of the Connection by the Customer as set out in the Order Acceptance Form.

**“IP VPN”** means a communications network running over a shared infrastructure which is used to supply Layer 3 IP connectivity between two or more Sites.

**“Latency”** the amount of time elapsed or the delay between receiving and transmitting a packet across the Baltic Broadband Network.

**"Measurement Period"** periods of twelve (12) calendar months, the first being calculated from the Actual Delivery Date.

**"Baltic Broadband Network"** the collection of Baltic Broadband Network PoPs, network equipment and transmission facilities used to interconnect the Baltic Broadband Network PoPs as may be amended or re-engineered from time to time.

**"Baltic Broadband Network PoP"** a point of presence on the Baltic Broadband Network where Baltic Broadband equipment is located for the aggregation of customers onto the Baltic Broadband Network (excluding the Premises and/or the Site).

**"Baltic Broadband PoP"** means a point of presence on the Baltic Broadband System where Baltic Broadband Equipment is sited, excluding the Premises and/or the Site.

**"Baltic Broadband Support Desk"** Baltic Broadband's support desk from where Baltic Broadband Network management functions are directed.

**"Baltic Broadband System"** means the System or systems operated by Baltic Broadband which also includes, where applicable to any internet Services provided under this Agreement and any system operated by an Associate.

**"Baltic Broadband Zone"** means the national IP network that Baltic Broadband operates in the United Kingdom.

**"Network Interface Device"** is a network device that serves as the demarcation point between the Baltic Broadband Zone and the Customer's internal network, which allows LAN connected computers to connect to outside networks across the Baltic Broadband Zone.

**"Nominated Upstream Provider"** Baltic Broadband selects, at its own sole discretion from time to time, certain providers of Internet Transit service. The services from these providers allow international internet service.

**"Non Service Affecting Fault"** any fault which does not cause a material interruption to the Services.

**"Notification Period"** the period of 1 hour from the time a Fault is reported to Baltic Broadband's Support Desk or an alarm is registered by Baltic Broadband's fault management centre.

**"Office Hours"** 0900 – 1700 Monday to Friday excluding bank holidays.

**“Outage”** means an event or action (not attributable to the act or omission of the Customer or arising at the request of the Customer), which prevents or restricts the passage of electronic communications signals across any Connection.

**“Planned Outage”** means an event or action that has been planned when network maintenance or upgrades may be required by Baltic Broadband from time to time.

**“Point of Interconnect”** means for internet interfaces for hand off will be either 10/100 Base T Ethernet, 1000 Base SX/LX or 10Gigabit LAN Phy. The Parties may agree a different point of interconnect.

**“PoP”** means a Baltic Broadband network Point of Presence.

**“Premises”** means the building or buildings where Equipment is located, and whether or not occupied by the Customer.

**“Public Internet”** means the global system of interconnected computer networks that use the Internet protocol suite (TCP/IP) to link billions of devices worldwide.

**“Public Internet Zone”** that portion of the Public Internet that lies beyond Baltic Broadband’s Core Internet Router.

**“Quarter”** each three month period commencing 1 January, 1 April, 1 July, 1 October.

**“Services”** the services listed in the table at paragraph 1.4.6 of the Service Level Agreement.

**“Service Affecting Fault”** any fault originating on the Baltic Broadband Network which causes a material interruption in the Customer’s actual use of the Services, which is not attributable solely to Latency.

**“Service Demarcation Point”** means an agreed interface on a piece of Equipment prescribed by Baltic Broadband in a location agreed with the Customer whose purpose is handing over internet Services from its own network to the Customer’s network.

**“Service Level Agreement”** means Baltic Broadband’s standard service levels from time to time for providing wireless radio and/or fibre ethernet set out in the schedule to this Annex 1.

**“Site”** means the location where a Connection provided by Baltic Broadband starts or terminates as set out as the A End Address and B End Address on the Order Acceptance Form. Where the Customer contracts for the supply of an IP VPN, the

term Site shall also include references to all Sites specified on the Order Acceptance Form.

**"Site Occupier"** means the owner and/or landlord of a Site.

**"Site Wayleave"** means a wayleave agreement to be executed by Baltic Broadband and the Customer and/or the Site Occupier in respect of the relevant Premises and/or the Site, if necessary, for Baltic Broadband to provide the Services under this Agreement.

**"System"** means an electronic communication system.

**"Tail Circuit"** the electronic communications network supplied by a third party circuit provider to the Customer.

**"Target Time to Repair"** the target length of time to restore Services which is measured from the end of the Notification Period registered by Baltic Broadband's Support Desk as set out in the schedule to this Annex 1.

## **1. Consent to install the Equipment**

1.1 Fibre ethernet may be provided by a third party. Where Baltic Broadband or any appointed third party is required to install Equipment on the Premises and/or Site owned or occupied by the Customer, the Customer irrevocably gives permission to Baltic Broadband and its employees, agents or contractors on reasonable notice at such reasonable times to: (a) Execute any works on the Premises and/or the relevant Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment; (b) Keep and operate the Equipment installed on, under or over the Premises and/or the Site; (c) Enter the Premises and/or the Site to inspect any of the Equipment kept on, under or over the Premises and/or the Site or elsewhere for the purpose of providing the Services.

1.2 Baltic Broadband agrees with the Customer to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under this Agreement and to make good (to the reasonable satisfaction of the Customer) as soon as reasonably practicable any damage that Baltic Broadband, its employees, agents or contractors may cause to the Premises and/or the Site.

1.3 The Customer agrees not to do or allow anything to be done to the Premises and/or the Site that may cause damage to, or interfere with, the Equipment or prevent reasonable access to it.

1.4 The Customer warrants that: (a) It is the current occupier of the Premises and/or the Site; (b) It is either the freeholder of the Premises and/or the Site or is a tenant of it under a lease or licence or other tenancy agreement expiring not before the expiry of the Minimum Term and any subsequent period agreed between the Parties; (c) It will not do or allow to be done at the Premises and/or the Site anything which might damage the Equipment in any way and that it will take all steps reasonably necessary to ensure that no one interferes with or tampers with the Equipment; (d) If the Customer wants to carry out works to refurbish, demolish or substantially reconstruct all or part of the Premises and/or the Site and requires the Equipment to be removed or relocated or altered it will give Baltic Broadband as much notice of its proposed works as is reasonably practicable (and in any event no less than six calendar months' prior written notice). Upon receipt of such notice the Parties shall agree to consult with each other in good faith and use all reasonable endeavours to find an alternative site or route for the Equipment as is reasonably acceptable to Baltic Broadband and as are necessary to allow the Customer to carry out its refurbishment, demolition or reconstruction of the Premises and/or the Site. If Baltic Broadband is unable to find an alternative site or route for the Equipment the Customer shall remain liable to pay the Charges.

1.5 The terms set out in paragraphs 1.1 to 1.4 (inclusive) shall remain in force and survive this Agreement for a period of 60 Working Days following cancellation or termination of this Agreement. Upon such cancellation or termination, the Customer shall give Baltic Broadband or its sub-contractors or suppliers all reasonable access to the Premises and/or the Site to remove the Equipment.

1.6 The Customer shall procure and/or continue throughout the term of this Agreement all site related permissions and approvals necessary for Baltic Broadband to deliver, install and maintain the Equipment for the provision of the Services and Connection

## **2. Ordering and provisioning of the Connection**

2.1 Before Baltic Broadband can provide the fibre ethernet service the fibre provider may conduct a survey of the Premises to establish whether the service can be provided to the Premises. If, as a result of the survey, the fibre provider wishes to impose excess construction charges and the Customer wishes to proceed with the order, the Customer shall pay such additional charges within 15 Working Days of the date of Baltic Broadband's invoice. If the Customer cancels the order because of excess construction charges or because of delay caused by the fibre provider the Customer shall be entitled to cancel the order subject to paying Baltic Broadband any third party costs incurred by Baltic Broadband as a result of such cancellation.

2.2 The installation of any equipment belonging to the fibre provider will be carried out by the fibre provider.

2.3 Where any equipment is installed by a third party fibre provider all pre-installation checks, acceptance tests and successful completion of the acceptance tests will be conducted by the fibre provider unless otherwise agreed by Baltic Broadband.

2.4 Where a Site Wayleave is required by the owner and/or the landlord of the Premises and/or the Site the Customer shall use its reasonable endeavours to procure that such parties (including the Customer where required) enter into a Site Wayleave. Baltic Broadband shall have no liability to incur any additional costs if a Site Wayleave is required to enable Baltic Broadband to deliver the Service.

2.5 On the grant of a Site Wayleave (if applicable) for the Premises and/or the Site and on execution of the Order Acceptance Form by Baltic Broadband and Baltic Broadband confirming receipt and acceptance to the Customer by email, the Order Acceptance Form will be deemed to be a binding contract for the provision of the Services in accordance with and subject to the terms of this Agreement. If Baltic Broadband is not supplying any applicable routers and/or switching equipment it shall be the sole responsibility of the Customer to ensure that they have adequate routing and switching equipment at the Premises and/or the Site for the operation of any internet Services.

2.6 Baltic Broadband shall provide the Customer with the relevant information to enable the Customer to prepare or procure the preparation of the Premises and/or Site for delivery and installation of the Equipment and the Customer shall suitably prepare or procure the preparation of the Premises and/or Site for delivery and installation of the Equipment and comply or procure the compliance in all material respects with Baltic Broadband's reasonable instructions and requirements relating to the preparation of the Premises and/or Site.

2.7 The Customer shall at its own cost procure the provision to Baltic Broadband at all times of suitable accommodation, assistance, facilities and environmental conditions for the Equipment (as specified in paragraph 2.10) and all reasonably necessary electrical and other installations and fittings relating to the Equipment and shall ensure that any necessary preparation is effected before the Equipment is delivered and installed.

2.8 The Customer will ensure that the location and position of all Equipment complies with all applicable health and safety regulations in force on the date of this Agreement. The Customer shall pay for the relocation of any and all Equipment

found to be in breach of any such regulations. Should new legislation or regulations come into force after the commencement of this Agreement which would require any Equipment to be relocated, the Customer will pay such relocation costs.

2.9 If the Customer wishes, other than for reasons connected to applicable health and safety regulations, to move any part of the Equipment to a different location within the Premises and/or the Site, the Customer shall give the maximum notice reasonably practicable (but not less than three (3) months' notice in writing). On the expiry of such notice and with the consent of Baltic Broadband (not to be unreasonably withheld or delayed) the Customer shall be entitled (at its own expense) to move any Equipment to such different location within the Premises and/or the Site. The Customer shall consult with Baltic Broadband to ensure that any such relocation takes place at a time when the least disruption shall be caused to Baltic Broadband's business.

2.10 Except where Baltic Broadband is providing air conditioning and other environmental controls as part of the Services, the Customer shall ensure that air conditioning and all other environmental controls in the Premises where the Equipment is located are maintained to a satisfactory level so that the Equipment can operate correctly.

2.11 Baltic Broadband shall deliver the Equipment to the Customer (or as directed by the Customer) and install the Equipment at the Premises and/or the Site. Baltic Broadband shall use its reasonable endeavours to comply with the Customer's requests in respect of installation but Baltic Broadband's reasonable decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Equipment or part thereof shall be final and binding on the Customer.

2.12 Following the installation of the Equipment, Acceptance Testing shall be carried out by the Parties to ensure that the Services and any applicable Connection is ready for use. If the Services and/or Connection is not ready for use by the date agreed between the Parties, Baltic Broadband shall either repair or replace, at its sole option, the Equipment or any part thereof and repeat the Acceptance Testing.

All Acceptance Testing shall, if appropriate, be carried out in the presence of a duly authorised representative of the Customer provided the representative is available at such reasonable times as Baltic Broadband may specify. For clarification, to assist with the Acceptance Testing the Customer must check the Service Baltic Broadband has provided is working properly. If the Customer does not check the Service within 5 Working Days from the date Baltic Broadband handover the Service and the Customer then finds there is an issue with the Service, Baltic Broadband shall not

be liable to refund any Charges or issue any service credits under the Service Level Agreement applicable to the Service.

2.13 Baltic Broadband shall on successful completion of the Acceptance Testing notify the Customer. The Customer will be deemed to have accepted the Services and the Connection Ready for Service Date (where applicable) unless within 7 days of receiving such notice, the Customer notifies Baltic Broadband to the contrary and specifies in such notice the grounds for rejection.

2.14 In the event of valid rejection of the Services, Baltic Broadband, without additional charge, will carry out the necessary work to remedy such discrepancy and will notify the Customer when such Services are ready for further Acceptance Testing. The same process as set out paragraph 2.13 will apply to such testing. If it is not possible to remedy the discrepancy Baltic Broadband shall have the right to terminate this Agreement.

2.15 The Customer shall be liable for any loss or damage howsoever caused at or beyond the Customer's side of the Point of Interconnect at the Premises and/or Site (including but not limited to lightning or electrical damage) to any part of the Equipment within the Premises and/or Site and the Customer indemnifies Baltic Broadband against all such loss or damage. The Customer will notify Baltic Broadband immediately of any such loss or damage.

2.16 The Customer shall not be liable for any loss or damage to the Equipment where such loss or damage occurs before the Service Demarcation Point within the Site and/or the Premises provided that if such loss or damage is due to the negligent, malicious or wilful action or inaction of the Customer, its employees or sub-contractors, or by the Customer's breach of this Agreement, the Customer shall be liable to and shall reimburse Baltic Broadband therefore to the extent of all losses, damages and costs incurred by Baltic Broadband by such action and/or inaction of the Customer, its employees or subcontractors and/or by such breach of this Agreement by the Customer.

### **3. Maintenance**

If any maintenance is required to any equipment owned by a third party, the Customer shall not prevent or delay any maintenance services to that equipment.



## **Schedule**

### **Service Level Agreement**

#### **1. Fault Management**

1.1 Faults may be reported to the Baltic Broadband Support Desk as set out in Schedule 2 at which time a Fault Reference Number will be issued.

1.2 Baltic Broadband will in the Notification Period take all reasonable steps to restore the Services in accordance with the terms of this Agreement.

1.3 On notification of a Fault by the Customer to the Baltic Broadband Support Desk, the Customer shall perform all necessary in-house tests to the Service Demarcation Point as specified by Baltic Broadband and shall cooperate fully with Baltic Broadband's Support Desk in order to locate any Fault.

#### **1.4 Baltic Broadband System**

1.4.1 From the end of the Notification Period, the Target Time to Repair for a Service Affecting Fault is set out below.

1.4.2 From the end of the Notification Period, the Target Time to Repair for a Non Service Affecting Fault on the Baltic Broadband Network is 3 Working Days.

1.4.3 If a Target Time to Repair for a service is not specified Baltic Broadband shall respond within 4 Office Hours from the end of the Notification Period and will use reasonable endeavours to repair the Service Affecting Fault.

1.4.4 If Baltic Broadband does not meet the Target Time to Repair for a Service Affecting Fault the Customer may claim compensation (at the Customer's sole option) as set out below PROVIDED THAT in calculating the hours past the Target Time to Repair there shall be deducted from such calculation any period of time Baltic Broadband is unable to repair the Service Affecting Fault as a result of the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure PROVIDED ALWAYS that Baltic Broadband's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Rental for the relevant Connection which has the Service Affecting Fault.

1.4.5 Where a Fault occurs outside Office Hours and Baltic Broadband’s engineer is required to attend the Premises and/or the Site during darkness or severe inclement weather, the Target Time to Repair may be suspended for such period as it considers reasonably necessary if Baltic Broadband considers that a health and safety hazard exists. Baltic Broadband will provide as much notice as is reasonably possible if it intends to postpone the Target Time to Repair.

1.4.6 Where a permanent repair/solution is not possible within the Target Time to Repair, Baltic Broadband in its absolute discretion may provide a temporary repair/solution to ensure the Services are restored within the Target Time to Repair.

### Target time to repair

Service Description	SLA	Target Mean Time to Repair Service Affecting Faults (hours)	Escalation process
Baltic Bulletproof - Direct Internet Access (Dual fibre & wireless)	100%	4	Yes
Baltic Bulletproof - Point to Point (Dual fibre & wireless)	100%	4	Yes
Fixed Wireless Access (Radio) - Direct Internet Access	99.95%	5	Yes
Fibre Leased Line - Direct Internet Access	99.95%	5	Yes
Fibre Leased Line - Point to Point	99.95%	5	Yes
Fixed Wireless Access (Radio) - Broadband	99.95%	8	Yes
Fibre to the Premises (FTTP)	99.95%	8	Yes

Hours past Target Time to Repair	Amount of Compensation
0 – 4	One (1) day of the monthly fee paid for each affected Connection
4 – 8	Two (2) day of the monthly fee paid for each affected Connection
8 – 16	Three (3) days of the monthly fee paid for each affected Connection
More than 16	Five (5) days of the monthly fee paid for each affected Connection

1.4.7 Any compensation awarded to the Customer pursuant to this Agreement will be credited by Baltic Broadband against the next following payment due from the Customer or if no payment is due it will be payable by Baltic Broadband by cheque to the Customer at the end of the next following Quarter. Any sums recovered by the Customer for a failure by Baltic Broadband to meet a Target Time to Repair shall be deducted from any compensation due to the Customer for a failure by Baltic Broadband to meet Services Availability levels as detailed in this Service Level Agreement, if attributable to the same Fault.

1.4.8 For the avoidance of doubt compensation is not payable for a Non Service Affecting Fault or for any service where a Target Time to Repair is not specified or where the Service being provided is “wires only” and Baltic Broadband therefore has no hardware at the Site and/or Premises to enable Baltic Broadband to monitor the Service.

**1.5 Switch/router supplied by Baltic Broadband**

1.5.1 From the end of the Notification Period, the Target Time to Repair for a Service Affecting Fault on any switch or router supplied and maintained by Baltic Broadband under the terms of this Agreement is the Next Working Day. Unless expressly agreed by Baltic Broadband as part of a managed service Baltic Broadband shall not be responsible for the security of the router or updating any software embedded within the router.

1.5.2 If Baltic Broadband does not meet the above Target Time to Repair for the switches/or routers supplied by Baltic Broadband the Customer may claim compensation (at the Customer’s sole option) as set out below PROVIDED THAT in

calculating the hours past the Target Time to Repair there shall be deducted from such calculation any period of time Baltic Broadband is unable to repair the Service Affecting Fault as a result of the Customer’s breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Services caused by the Customer or the Customer’s own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure PROVIDED ALWAYS that Baltic Broadband’s total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year’s Rental for the relevant Connection:

Hours past Target Time to Repair	Amount of Compensation
0 – 4	One (1) day of the monthly fee paid for each affected Connection
4 – 8	Two (2) day of the monthly fee paid for each affected Connection
8 – 16	Three (3) days of the monthly fee paid for each affected Connection
More than 16	Five (5) days of the monthly fee paid for each affected Connection

## **2. Internet Connectivity Standard Service Level**

### **2.1 Availability**

2.1.1 Baltic Broadband guarantees the Availability of IP traffic across its Baltic Broadband System to the point of traffic egress to the Public Internet to be at least 99.95% (100% if dual feeds are installed). The calculation used is based on the recorded number of Service Affecting Faults per Connection within the Measurement Period.

2.1.2 If the Availability level on the Baltic Broadband System falls below 99.95% (100% if dual feeds are installed) per annum, the Customer may claim compensation as set out below **PROVIDED THAT** in calculating the Availability level on the Baltic Broadband System there shall be deducted from such calculation

any period of time Baltic Broadband is unable to provide the Services as a result of a Planned Outage, the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure **PROVIDED ALWAYS THAT** Baltic Broadband's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Rental for the relevant Connection.

Connection Availability at end of Measurement Period	Amount of Compensation
0.01% - 0.1% below 99.95% (or 100% 100% if dual feeds are installed)	5% of rental defined in Minimum Term of the affected Connection
0.11% - 0.25% below 99.95% 100% if dual feeds are installed)	7.5% of rental defined in Minimum Term of the affected Connection
More than 0.251% below 99.95% 100% if dual feeds are installed)	10% of rental defined in Minimum Term of the affected Connection

2.1.3 The above compensation is calculated at the end of the Measurement Period and will be credited by Baltic Broadband against the next following payment due from the Customer or if no payment is due, it will be payable by Baltic Broadband by cheque to the Customer at the end of the next following Quarter. Compensation payable to the Customer for failure to meet the Target Time to Repair under paragraphs 1.4 and 1.5 above shall be deducted from the above compensation payments if attributable to the same Fault.

2.1.4 In calculating the Availability of each Connection, any Service Affecting Fault attributable to the loss of Services or failure in the operation of switches and/or routers supplied by Baltic Broadband shall not be taken into account.

2.1.5 For the avoidance of doubt compensation is not payable for a Non Service Affecting Fault or for any service where a Target Time to Repair is not specified.

## **2.2 Latency**

2.2.1 For Latency measurement purposes, Baltic Broadband divides the network into zones, namely the Access Zone, the Baltic Broadband Zone (Baltic Broadband's national IP network) and the 3rd zone called the "Public Internet Zone". If the Access Zone is terminated at the Service Demarcation Point with a Baltic Broadband Network Interface Device then Baltic Broadband target that the round trip Latency between the Service Demarcation Point and a Baltic Broadband Network Core Internet Router will be no greater than 30ms. If no such device is provided, then Baltic Broadband target that the round trip Latency between the Baltic Broadband Network PoP and a Baltic Broadband Network Core Internet Router will be no greater than 50ms. If the Latency so identified is greater than the target, the Customer may claim re-imburement up to 10% of the monthly rental for the relevant Connection, PROVIDED THAT in calculating the average round trip Latency there shall be deducted from such calculation any increase in the Latency as a result of the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure PROVIDED ALWAYS THAT Baltic Broadband's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Rental for the relevant Connection.

2.2.2 The Latency between the Baltic Broadband Network PoP (or the Service Demarcation Point if a Network Interface Device is provided) and the designated Core Internet Router will be monitored and reported to the Customer only if the Customer so requests, and Baltic Broadband agrees to such monitoring taking place. Baltic Broadband will agree to such a request once a Quarter, if necessary. The Latency will be calculated by averaging the Latency measurements recorded over a 60 minute period. Any compensation awarded to the Customer pursuant to this Agreement will be credited by Baltic Broadband against the next following payment due from the Customer or if no payment is due it will be payable by Baltic Broadband to the Customer at the end of the relevant monitoring Quarter.

2.2.3 Latency on access ports below 10Mbps will be targeted for 64 byte frames only.

2.2.4 In respect of a 3rd party circuit, Baltic Broadband will be liable to the Customer for compensation for Latency to the extent only that a third party supplier is liable to Baltic Broadband.

## **2.3 Public Internet zone performance**

### 2.3.1 Latency target and Credits

Public Internet Zone “Network Latency” refers to the period of time taken for an IP packet to travel between Baltic Broadband upstream Tier 1 IP Transit provider’s nominated core internet nodes and back again (also referred to as RTT or Round Trip Time). Baltic Broadband target average Network Latency between these nominated core nodes in the Public Internet Zone as identified in the table below not to exceed the following thresholds during a calendar month:

<b>Region Description</b>	<b>Target average network latency (during a calendar month)</b>
Intra-Europe	Averaged RTT across all links between - European Core Nodes 50ms
4 - 8	Averaged RTT between Europe and the US (the New York PoP) 250ms

Network Latency in the Public Internet Zone shall be demonstrated by Baltic Broadband’s upstream transit providers based on averaging sample measurements taken during a calendar month. When the target is not met, the Customer shall be entitled to request a credit equal to the pro-rated charges for the affected Services for two (2) days during the calendar month in which the Network Latency target was not achieved.

### 2.3.2 Packet Loss Target and Credits

Baltic Broadband target that average packet loss between its nominated core internet nodes in the Public Internet Zone across the identified regions will not exceed the following thresholds during a calendar month:

Region Description	Target average network latency (during a calendar month)
Intra-Europe	Averaged packet loss across all links between Nominated Upstream Provider European core nodes 0.3 %
Europe-US*	Averaged packet loss between Nominated Upstream Provider Europe and the US (New York PoP) 0.3 %

Packet loss shall be determined by the Nominated Upstream Provider based on averaging sample measurements taken during a calendar month. When the target is not met, the Customer shall be entitled to request a credit equal to the charges for the affected IP Service for two (2) days during the calendar month in which the packet loss target was not achieved.

**2.4 Changes in Bandwidth**

2.4.1 Subject to paragraph 2.4.5 the Customer may submit to Baltic Broadband by email, a request for Baltic Broadband to increase or decrease the bandwidth of any particular Connection (the "Capacity Change Request").

2.4.2 Baltic Broadband will acknowledge the Capacity Change Request and confirm whether the bandwidth capacity is available to execute the Capacity Change Request. Baltic Broadband will, subject to the capacity limits of any associated Tail Circuit, arrange for the appropriate increase or decrease in capacity to the Customer's Connection.

2.4.3 The target response time to vary the bandwidth is 24 hours from the Baltic Broadband acknowledgement being sent to the Customer.

2.4.4 The Customer's invoice reflecting the change in bandwidth will be incorporated in the next invoice to be sent to the Customer following the relevant bandwidth change. The minimum duration of any Capacity Change Request will be one calendar month from the date of the change in bandwidth is brought into effect.

2.4.5 The Customer may not request a decrease of bandwidth below the Customer's Initial Capacity Order.



2.4.6 For the avoidance of doubt compensation is not payable if Baltic Broadband does not meet the target time to vary the bandwidth set out in paragraph 2.4.3.

### **3. Service Level for circuits connecting the Premises and/or Site to the Baltic Broadband Network**

3.1 Baltic Broadband target the Availability of a Connection it provides as part of the Services from the Service Demarcation Point to the Public Internet to be at least 99.95% (100% if dual feeds are installed). The calculation used is based on the recorded number and duration of Service Affecting Faults per Connection within the Measurement Period.

3.2 If the performance level of the Services delivered to the Service Demarcation Point falls below the relevant supplier's quoted % availability per annum, the Customer may claim compensation set out below **PROVIDED THAT** in calculating the Availability of a Connection there shall be deducted from such calculation if the Availability is disrupted as a result of a Planned Outage, the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure **PROVIDED ALWAYS THAT** Baltic Broadband's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Rental for the relevant Connection.

3.3 In calculating the Availability of each Connection, any Service Affecting Fault attributable to the loss of service or failure in the operation of switches and/or routers supplied by Baltic Broadband shall not be taken into account.

3.4 The above compensation is calculated at the end of the Measurement Period and will be credited by Baltic Broadband against the next following payment due from the Customer or if no payment is due, it will be payable by Baltic Broadband to the Customer at the end of the next following Quarter. Compensation payable to the Customer for failure to meet Target Time to Repair shall be deducted from the above compensation payments if attributable to the same Fault.

3.5 For the avoidance of doubt compensation is not payable for a Non Service Affecting Fault or for any service where a Target Time to Repair is not specified.

<b>Connection Availability at end of Measurement Period</b>	<b>Amount of Compensation</b>
0.01%-0.09% below quoted availability	5% of rental defined in Minimum Term of the affected Connection
0.1%-0.34% below quoted availability	7.5% of rental defined in Minimum Term of the affected Connection
0.35% or more below quoted availability	10% of rental defined in Minimum Term of the affected Connection

#### **4. Tail Circuits**

4.1 Baltic Broadband’s liability for Target Time to Repair, circuit Availability, and Latency in respect of a 3rd party Tail Circuit will at no time better the published contractual liability of the third party supplier of such Tail Circuit.

4.2 Following payment of compensation to Baltic Broadband by the third party supplier, Baltic Broadband will credit the Customer with the relevant compensation against the next following payment due from the Customer, or, if no further payments are due from the Customer, Baltic Broadband will pay compensation by cheque to the Customer at the end of the next following Quarter.

#### **5. Outages/Re-routing**

5.1 In maintaining the Services, Baltic Broadband may, with reasonable notice, request a Planned Outage or re-routing of the Services. Wherever reasonably possible Baltic Broadband will notify the Customer of the Planned Outage or re-routing at least 10 Working Days in advance and will co- operate with the Customer as to timing of the Planned Outage or re-routing. The Customer acknowledges that it may not be possible to provide advance notice under this paragraph 5 in the case of an event of Force Majeure or in an emergency. When notice of a Planned Outage and/or re-routing has been given to the Customer, the Customer will not be entitled to any compensation and lack of Availability will not be counted in any Measurement Period.

5.2 If there is an Outage and/or re-routing that has not been previously notified to the Customer, this will be regarded as a Fault.

## **6. Customer Responsible Faults**

Baltic Broadband is not responsible for any Fault identified as attributable to the Premises, the Site, the Customer's equipment, a breach of this Agreement by the Customer, a disruption in the Customer's power supplies or the action or inaction of the Customer's employees and/or agents or a failure of the Customer to provide access to the Site and/or the Premises. In such event Baltic Broadband will quote its terms and conditions (including price) for any remedial work necessary for Baltic Broadband to fulfil its obligations under this Agreement but the provisions relating to Target Time to Repair shall not apply and the lack of Availability will not be counted in any Measurement Period. In the event of responsibility being the subject of dispute between Baltic Broadband and the Customer then the decision of Baltic Broadband in this regard shall prevail.

## **7. Third Party Attributable Faults**

If a Fault is identified as being attributable to a third party (i.e. neither the Customer nor Baltic Broadband), including loss of line of sight to the Equipment, the lack of Availability will not be counted in any Measurement Period. In such event Baltic Broadband will use all reasonable endeavours to restore the Services within the Target Time to Repair but will not be liable to pay the Customer compensation as a result of any Fault attributable to a third party.

## **8. Cancellation of Service**

8.1 Cancellation of the order is not permitted unless the Customer pays all of the Charges until the end of the Minimum Term (including all third party charges incurred by Baltic Broadband). The parties acknowledge that this represents a genuine pre-estimate of Baltic Broadband's revenue loss in the event the Customer cancels the order for convenience.

8.2 Where an Installation Charge was not payable or it was discounted, Baltic Broadband may at its sole discretion claim from the Customer reasonable costs (including but without limitation all third party costs) incurred as a result of such cancellation and the Customer shall become liable for payment of such costs forthwith. Where an Installation Charge was discounted the amounts claimed under this paragraph 8.2 shall be in addition to any sums claimed under paragraph 8.1.

8.3 Notice of cancellation must be given in accordance with clause 24 of the General Terms and Conditions.

## **9. Modification of the Services**

9.1 If the Customer significantly modifies the order set out in the Order Acceptance Form (e.g. changes an address, point of presence or network presentation) prior to the Connection Ready for Service Date the Customer shall be liable to pay, in addition to the Installation Charge, the relevant Miscellaneous Charges set out in Schedule 1.

9.2 Where an Installation Charge was not payable or it was discounted, Baltic Broadband may at its sole discretion claim reasonable costs incurred as a result of the modification of the Services and the Customer shall become liable for payment of such costs forthwith. Where an Installation Charge was discounted the amounts claimed under this paragraph 9.2 shall be in addition to any sums claimed under paragraph 9.1.

9.3 Where the Customer modifies the order set out in the Order Acceptance Form, Baltic Broadband will present the Customer with a revised installation charge ('revised installation charge').

9.4 If such revised installation charge is LESS than the Installation Charge, the amount due under this paragraph 9 will be credited by Baltic Broadband against the revised installation charge.

9.5 If such revised installation charge is MORE than the Installation Charge, the amount due under this paragraph 9 will be added by Baltic Broadband to the revised installation charge and shall be payable by the Customer in accordance with clause 12 of the General Terms and Conditions.

9.6 If the Customer modifies the order set out in the Order Acceptance Form by requesting a "Move and Change" for either the "A" end location and/or address and/or a "B" end location and/or address of a Connection and/or an increase/decrease in bandwidth for a Connection already installed by Baltic Broadband, the Customer shall be liable to pay all relevant costs incurred by the relevant Move and Change.

## **10. Escalation**

In the event of Baltic Broadband's normal point of contact (nominated and/or as may be amended from time to time) not being able to respond satisfactorily the following escalation procedures should be used. Any requests from either Party for the escalation procedure(s) to be implemented should be initiated through the

relevant Network Operations Personnel identified in the table below or as notified from time to time.

Level	Baltic Broadband Contacts	Escalation
1	Support Desk	2 hours after initial fault is reported
2	On-Call Duty Support Manager	1 hour after level 1 escalation
3	Head of Support, Projects & Installations	3 hours after level 1 escalation
4	Chief Executive	5 hours after level 1 escalation

Baltic Broadband operates a personnel roster system for escalation purposes and provides a series of Duty Officers for levels 1 to 3. Accordingly, the dedicated telephone number for Duty Officers is set out in Schedule 2.

**11. Claims Procedures**

Fault Handling: All claims for compensation under these terms of this Agreement must be submitted to the Baltic Broadband Account Executive within 30 days of the date of the Fault Reference Number.

Services Availability: All claims must be submitted to the Baltic Broadband Account Executive within 30 days from the end of the Measurement Period.

If the Customer fails to submit a claim for compensation within 30 days payment of compensation will be at the discretion of Baltic Broadband.

## **Annex 2 – Colocation**

### **Overview**

Baltic Broadband shall provide the Customer's colocation solution in accordance with Annex 2, together with any relevant Product Service Description Document and any technical specification requested by the Customer and agreed by Baltic Broadband. For clarification, the service levels set out in paragraphs 1, 2, 3 and 4 of the Service Level Agreement at Annex 1 shall not apply to the Services referred to in Annex 2. If there is any conflict between the provisions contained in Annex 1 and the terms contained in this Annex 2, the terms contained in Annex 2 shall prevail.

### **1. Customer obligations**

1.1 The Customer warrants to Baltic Broadband as follows:

1.1.1 that it will act with all due care and skill when inside Baltic Broadband's property, working on the Customer Equipment (in this schedule meaning any equipment installed by the Customer on Baltic Broadband's property) or otherwise;

1.1.2 that any equipment installed at Baltic Broadband's property shall at all times fully conform with the manufacturer's specification of the Customer Equipment, the relevant standard or approval for the time being designated under the Act and/or other relevant legislation and all other regulations that apply to it from time to time, including without limitation, those concerning safety and electromagnetic compatibility;

1.1.3 that the total power consumption of all of the Customer Equipment (including for the avoidance of doubt, any additional equipment installed by the Customer) shall not at any time exceed the power allocation set out in the Order Acceptance Form (if any) or agreed between the Parties;

1.2 The Customer will at all times follow the rules and procedures as laid out in the Customer Colocation Manual, a copy of which is available at request. Such manual may be amended from time to time.

1.3 Baltic Broadband shall be entitled upon not less than 3 months' written notice from time to time to the Customer to move the Customer Equipment to a different location within Baltic Broadband's property. The cost in moving and installing the Customer Equipment shall be borne by Baltic Broadband.

1.4 The Customer shall permit Baltic Broadband unrestricted physical access to the Customer Equipment at all times to ascertain whether the Customer's obligations under this Agreement have been duly observed and performed.

1.5 The Customer shall not attempt to circumvent or alter any method of measuring or billing for any hosting services.

1.6 The Customer warrants that it is the owner of, or that it has authority from the owner of (and has a right to use) any trademark or name that the Customer wishes to use as or in its registered domain name (or any of them) ("Domain Name") and/or as part of the Customer's uniform resource locator ("URL").

1.7 If Baltic Broadband registers Domain Names and/or URLs on behalf of the Customer, the Customer shall pay Baltic Broadband any registration fee paid by Baltic Broadband. No refunds shall be given should the Customer cancel the Service.

1.8 Baltic Broadband does not offer any guarantees that any Domain Names and/or URLs requested by Baltic Broadband will be available nor does Baltic Broadband guarantee to renew any Domain Name on behalf of the Customer. Baltic Broadband shall also have no responsibility for checking whether any Domain Name and/or URL will infringe any intellectual property rights of a third party and the Customer shall indemnify Baltic Broadband against any action (including without limitation the naming authority) that may be taken by a third party for breach of any intellectual property rights.

1.9 If a dispute should arise regarding the use of any Domain Names and the Customer is unable to resolve such dispute Baltic Broadband reserves the right in its absolute discretion to suspend or cancel the relevant service or services associated with the dispute.

## **2. Service availability and monitoring – connectivity, power and cooling at Baltic Broadband's data centre**

2.1 Baltic Broadband guarantees the Availability at its data centre to be at least 99.98%. The calculation used is based on the total measurement time minus the unavailable time divided by the total time ((total time minus total unavailable time) x100) ÷ total time.

2.2 If the Availability level on the Services at Baltic Broadband's data centre falls below 99.98% during a given month, the Customer shall receive a service credit according to the table below. The percentage applies to the contracted service (standing monthly charge, or monthly equivalent, plus traffic relating to the

affected Baltic Broadband network port). The service credit shall be requested by the Customer based on the minutes downtime registered during 1 (one) calendar month **PROVIDED THAT** in calculating the Availability level there shall be deducted from such calculation any period of time Baltic Broadband is unable to provide the Services as a result of a Planned Outage, the Customer’s breach of this Agreement, or a disruption to the Services or the power supply caused by the Customer or the Customer Equipment, or as a result of an event of Force Majeure **PROVIDED ALWAYS THAT** Baltic Broadband’s total aggregate liability to the Customer under this Service Level Agreement shall not exceed one year’s Rental.

Level	Availability	Minutes Downtime	Service credit
0	99.98% - 100%	0 - 9	0%
1	99.85% - 99.97%	10 - 68	10%
2	99.70% - 99.84%	69 - 130	20%
3	99.45% - 99.69%	131 - 238	30%
4	98.90% - 99.44%	239 - 475	40%
5	< 98.90%	> 475	Further 2% per each further hour

2.3 The above compensation is calculated at the end of each month and will be credited by Baltic Broadband against the next following payment due from the Customer or if no payment is due, it will be payable by Baltic Broadband to the Customer at the end of the next following Quarter.

2.4 For the avoidance of doubt compensation is not payable for a Non-Service Affecting Fault.



2.5 The provision of a connection point to a protected 230 Volt supply will be available for the Customer to connect the Customer Equipment and is protected by UPS battery backup system and diesel generator in the event of a power failure. Power availability target is 100%. Reasonable endeavours will be made to maintain an air temperature at 27°C with a minimum of 13°C and maximum of 28°C. This will be done using equipment designed to maintain the temperature where there is an outside temperature of between 30°C and minus 2°C. If Baltic Broadband fails to meet the power availability targets or temperature targets during any calendar month the Customer will receive compensation as set out below:

<b>Power = % of month power is available</b>	<b>Temperature % of month temperature between 13°C and 28°C</b>	<b>Service credit % reduction in monthly service fee relating to co-location services</b>
<100%	99.7%	5%
<99.95%	<99.85%	10%
<99.90%	<99.70%	15%
<99.85%	<99.30%	20%
<99.80%	<99.85%	30%

2.6 Where IaaS is delivered over Baltic Broadband infrastructure Baltic Broadband shall use its reasonable endeavours to respond to all Faults with such service within 1 hour of being notified by the Customer.

2.7 Any service credit will apply to only those items of Customer Equipment directly affected by the outage event. The service credit will be calculated by Baltic Broadband, in its reasonable discretion, having regard to the overall effect of the outage event on the Customer Equipment.

2.8 In calculating the above service credits there shall be deducted from such calculation any period of time Baltic Broadband is unable to repair the service affecting fault as a result of the Customer's breach of this Agreement or to follow instructions issued by Baltic Broadband, or a disruption to the Customer Equipment caused by the Customer or the Customer Equipment being faulty, or Planned

Outage, or as a result of an event of Force Majeure **PROVIDED ALWAYS** that Baltic Broadband's total aggregate liability to the Customer under this Annex 2 shall not exceed the sum of one year's Rental for the relevant affected service.

2.9 Notwithstanding the Availability levels set out above, the Parties may agree different Availability levels for production and/or development/test environments as part of any IaaS solution.

### **3. Power charges**

3.1 Where power and space for the co-location and/or hosting services are not billed separately the Parties agree that the power inclusive co-location rack will form 60% of the total area used by the Customer and the remaining area will form 40%. If electricity prices rise Baltic Broadband shall be entitled to increase the cost of the co-location and/or hosting services by 60% to reflect the increase of the electricity prices.

3.2 Where power is itemised and billed separately Baltic Broadband shall be entitled to pass on to the Customer any increase in the electricity prices for such power. For clarification, if the co-location services are provided in a third party data centre Baltic Broadband shall be entitled to pass on to the Customer any increase in the electricity prices Baltic Broadband receives from its supplier insofar as such increase relates to the co-location services provided to the Customer.

### **4. Overage Charges**

4.1 The Customer shall pay any additional power charges if it exceeds the power allocation set out in the Order Acceptance Form or any other power allocation agreed between Baltic Broadband and the Customer.

4.2 The Customer shall pay additional overage fees for services which are burstable. Such services will be metered and invoiced to the Customer on a monthly basis.

### **5. Remote hands**

5.1 If Baltic Broadband agrees to provide a remote hands service the cost for such service shall be set out in the Order Acceptance Form (and any Product Description) or any subsequent cost agreed between Baltic Broadband and the Customer.

5.2 Remote hands service is only performed at the instruction of the Customer and then in accordance with any rules and regulations relating to remote hands notified to the Customer from time to time.

5.3 If the Customer requests remote hands and Baltic Broadband is unable to provide the service immediately due to lack of available staff, Baltic Broadband shall use its reasonable endeavours to provide such service within 2 hours during Office Hours and within 4 hours outside Office Hours of being notified by the Customer.

5.4 Service credits do not apply to the remote hands service.

## **6. Customer Equipment**

6.1 Baltic Broadband shall have the right to:

6.1.1 prevent the Customer from removing the Customer Equipment installed on Baltic Broadband's property if the Customer has not paid all Charges payable under this Agreement.

6.1.2 remove the Customer Equipment if the Customer has failed to remove it after the expiry of 14 days from the date this Agreement is terminated. Baltic Broadband shall account to the Customer for the costs it recovers for the Customer Equipment less any charges it incurs in disposing of the Customer Equipment.

6.1.3 exercise a lien over the Customer Equipment in respect of any unpaid Charges due under this Agreement up to the date this Agreement is terminated. If the Customer fails to pay the unpaid Charges within 1 month after this Agreement is terminated (for whatever reason) Baltic Broadband shall have the right to sell the Customer Equipment to recover any unpaid Charges.

6.2 For clarification, Baltic Broadband shall not be obliged to get the best price for any Customer Equipment disposed of under this paragraph 6 and the Customer shall indemnify Baltic Broadband against any costs it incurs in disposing of the Customer Equipment.