

MASTER SERVICES AGREEMENT



The Parties

.....("the Customer"), address.....

and

Hills Internet Ltd ("the Supplier"), a company incorporated in England and Wales, company registration number 10991029 whose registered office is Meadow View House, Tannery Lane, Bramley, Surrey, GU5 0AB

This Agreement sets out the terms agreed between the Supplier and the Customer for the provision of services described in the Order Form. In the event of further Orders, setting out detail of services requested by the Customer, once agreed by the Supplier, this Agreement will also apply.

Signatures

On behalf of the Supplier:

On behalf of the Client:

Name

Name

Signature

Signature

Position

Position

Date

Date

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Definitions of terms used in this Agreement

Customer – The customer specified on the Order Form

Agreed Installation Dates – The date(s) on which installation shall take place (detailed on the Order Form).

Business Day - a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Billable Period – A period of a calendar month that begins on the day of the month on which the installation is completed. If this falls on a calendar date not present in a particular month, this day shall be the first day of the month by default.

Order Form – The order form executed by the Customer which specifies the Services(s) and forms part of this agreement.

Charges – The monthly amount to be paid as detailed on the Order Form

Order – The request from the customer for Hills Internet to install and supply Services. The Order is deemed to be placed at the point that either of the following occurs:

- a) The Customer signs a Service Agreement; or
- b) The Customer pays any part of an invoice or installation fee for the service.

Service or Services – Each one of Hills Internet’s services as detailed on the Order Form, including any related support.

Confidential Information – Any information that may be used to identify an individual and containing any sensitive personal data.

Data Transfer – A measure of a combination of the data uploaded and downloaded by the Customer in a particular Billing Period.

Dedicated – Internet or connectivity services that do not share pooled bandwidth and have no contention.

Excused Outages – A Planned Outage or an Outage caused by a fault outside Our Network. E.g. a fault on a network used to carry the Service but that is not operated and maintained by Hills Internet.

Force Majeure – An event or circumstance beyond the control of the Parties, including but not limited to war, strike, riot, crime, or an act of God.

Installation Cost – The cost to the Customer for installing the necessary Customer Equipment for providing Service at the Site.

Intellectual Property Rights – The right to protect the value of intellectual property by an individual, company or group as derived from UK and EU law.

Address Space – IPv4 or IPv6 address allocated for use by the Customer.

Internet Services or Internet Service – IP connectivity across the internet that may also include the provision of dedicated or dynamic Address Space.

Minimum Service Term – The minimum time the Agreement must be upheld without penalty for termination (as detailed on the Order Form).

Mutual Termination – A written agreement between the Customer and Hills Internet to terminate the Agreement without penalty.

Our Network – All network software and hardware under the ownerHlp of Hills Internet.

Equipment – Any device or object involved in the transition of data across Our Network.

Outage – A period of loss of Service due to problems on Hills Internet’s Network. For the purpose of the SLA the Hills Internet’s Network shall be deemed as the infrastructure owned by Hills Internet and required to

provide internet connectivity up to, but not including, the equipment mounted at the Customer’s address.

Planned Outages – Outage due to maintenance of which the Customer has been given 7 days’ notice.

Premature Termination – A termination of the Agreement by either party before the end of the Minimum Service Term.

Hills Internet (also known as **Hills Internet Ltd** or **HI**) – The Company making the supply of the Services and whose registered office address is located at Old Printers Yard, 1516 South Street, Dorking, Surrey, United Kingdom, RH4 2HF.

Service Level Agreement/SLA – A statement of the level of performance that can be expected by the Customer from the service provided.

Service Credits – Service credits to which the Customer may be entitled, in accordance with the SLA, in relation to an Outage.

Site – The address at which the Installation relevant to this Agreement is made (as detailed on the Order Form as the Install Address(s)).

Unplanned Outages – Any Outage that is not caused by planned Outage or Excused Outage

Connection Point – The physical point at which the Customer’s equipment can or does connect to Our Network. This is further defined in clause 4.h)

Connection Speed – the speed at which data can be transferred to and from the Customer’s Connection Point on Our Network and a designated point at the edge of Our Network. This designated point shall be physically connected to the same node or a node immediately previous to the point at which Our Network connects to an upstream bandwidth provider’s network.

Activating – The point at which the Customer may use the Service to transmit their own data.

Inclusions to this Agreement

The following additional documents, listed in order of precedence with this Terms and Conditions document taking the highest precedence, form part of this Agreement and may be specific to each customer;

<u>Document Reference</u>	<u>Document Title</u>
Schedule 1	Service Level Agreement
Order Form	HI Order Form

Versioning

The version of this document is stated in the bottom left hand corner of the page. For each document the highest version number shall always take precedence.

Conditions applying to this Agreement

- 1) **Customer Support**
 - a) In the event of a fault, outage or if technical support is required Hills Internet will offer technical support from 09:00 to 17:00 (BST) on a Business Day by raising a support ticket at <https://support.surreyhillsinternet.co.uk/> or by email at <https://www.hillsinternet.co.uk/contacts/>
- 2) **Billing and Payment**
 - a) Upon signing this agreement and an associated Order Form Hills Internet shall invoice the

customer for the first month in advance and any associated installation fees, as detailed on the Order Form. This initial invoice will need to be paid in full before any set up work is carried out by Hills Internet, unless otherwise agreed in writing.

- b) Recurring charges shall be invoiced monthly in advance to the Address (as detailed in the Order Form) unless otherwise agreed in writing in advance by both Parties.
- c) The Customer shall pay each invoice submitted by Hills Internet:
 - (1) Before the start of the month of the period stated on the invoice
 - (2) in full and in cleared funds to a bank account nominated in writing by Hills Internet, and
 - (3) time for payment shall be of the essence of the Contract. Failure to clear payments due on time can trigger termination rights and / or the execution of clause 14 e).
- d) Payments to Hills Internet should be made by direct debit. Hills Internet may, at its sole discretion, permit the Customer to pay invoices by bank transfer however this must be agreed in writing. We do not accept any other form of payment.
- e) The Customer accepts that making payments by the relevant due date is entirely their responsibility.
- f) In the event of the Customer failing to pay for Charges by the relevant due date, Hills Internet reserves the right to suspend Services to the Customer until such time as all outstanding Charges are paid. Should Charges become overdue Hills Internet reserves the right to appoint a third-party debt collector or to use a factoring service to re-claim outstanding monies owed. Should Hills Internet deem this necessary any costs related to using these Services will be passed onto you, the Customer.
- g) If there is a valid dispute on any invoice, such dispute must be notified in writing to [Hills Internet](#) within seven working days of the invoice being issued.

3) Service

- a) The Customer accepts that due to the technologies involved in the internet, Hills Internet only has influence and control of information and data transferred whilst it is within Our Network. From this the following should be understood:
 - (1) That data travelling through parts of the internet that are not Our Network, may have high levels of contention or other connectivity issues that may reduce the speed or capacity of Data Transfer between a point within Our Network and a point outside Our Network.
 - (2) That Hills Internet has an obligation to reduce the amount of unwanted data entering Our Network from outside Our Network.

- b) Customers using Services that are not described as Dedicated within the Order Form may experience reduced burst rates at times of high contention.
- c) For the on-going improvement and expansion of our Services, Planned Outages may have to occur to enable scheduled maintenance or to upgrade our infrastructure. Customers affected by these Planned Outages will be notified with 7 days' notice. Hills Internet will take reasonable steps to reduce the impact of these outages on Customers.
- d) Hills Internet aims to have a service availability of 95% unless detailed otherwise on your Order Form. However, at times there may be Unplanned Outages. Some of these may lead to a Credit as detailed in the Service Level Agreement, provided certain criteria are met.
- e) If an Outage occurs the Customer must notify Hills Internet immediately. Outages that are not reported to Hills Internet will not be registered for calculating any Credit. Credit will not be back dated.
- f) If the Customer's Service becomes unavailable for any reason other than an Excused Outage and where the Service Level Agreement entitles them to a rebate they will receive Credit as described in the Service Level Agreement.
- g) Service Level Agreement Cumulative unavailability is calculated from the point in time at which Hills Internet validates the outage after the Customer has reported it.

4) Installation & Maintenance

- a) The Customer agrees to prepare the Site and give reasonable access for any installation or maintenance defined in the Agreement in accordance with any reasonable instructions provided by Hills Internet. This includes access to mains electricity and suitable space and conditions for equipment.
- b) Should the Installation team be delayed accessing the Site due to factors within the Customer's control (for reasons such as but not limited to: having to wait for the arrival of the Customer/Customer's representative at the Site or restricted access to the Site, inadequate equipment/preparation, absence of requisite permission) additional charges will be applied to the Installation Cost.
- c) The Customer will obtain any relevant permissions needed for installation, maintenance and/or to have equipment associated with Hills Internet's presence on Site.
- d) The Customer and Hills Internet will actively cooperate to ensure safety and security on Site insofar as is reasonably practicable.
- e) The Customer will make available an Asbestos Register to Hills Internet or its sub-contractors where there is a risk of Asbestos being disturbed on site.
- f) Any damages caused to property belonging to either Party shall be paid for, to be repaired or replaced by the offending Party. This does not apply where damage has occurred through fair wear and tear.

- g) Installation and maintenance of the Equipment may only be carried out by Hills Internet employees and/or designated subcontractors nominated by Hills Internet.
 - h) Hills Internet will provide The Connection Point in the form of either:
 - (1) A CAT 5e cable terminated with an RJ45 connector ready for connection into the Customer's router or network;
 - (2) A wireless router with an active, password secured, Wi-Fi network; or
 - (3) Where specified as a fibre optic connector.
 - i) Hills Internet will not configure or connect ANY customer equipment to The Connection Point. If you require support with this please contact your IT provider.
 - j) The Customer is responsible for any Hills Internet equipment located at its premises and will only use the Hills Internet equipment and any associated software in accordance with instruction and/or software licence(s) provided from time to time. The Hills Internet equipment shall at all times be the property of Hills Internet. The Customer may not add to, modify or in any way interfere with the Hills Internet equipment and Hills Internet will not be liable for any repairs of the Hills Internet equipment other than those arising as a result of its normal and proper use.
 - k) The Customer will insure any Hills Internet equipment located on its premises from all risks equal to the full replacement value of such equipment.
 - l) To enable Hills Internet to provide the Services the Customer agrees to abide by Hills Internet's recommendations and specifications regarding the existence configuration and maintenance of equipment used by the Customer (if any).
 - m) The Customer agrees not to, or to allow any third party to, reprogram or access the equipment in any way other than in the normal access of the Service. Should any modifications be made to the equipment by anyone other than Hills Internet or Hills Internet's designated subcontractors the Customer shall pay any costs related to repairing such activity and Hills Internet shall not be responsible for the quality of the Service until this work has been completed. Any SLA will be void until this work has been carried out.
 - n) Should Hills Internet's equipment be moved, removed, or repositioned by anyone other than Hills Internet or Hills Internet's designated subcontractors the Customer shall pay any costs related to repairing such activity and Hills Internet shall not be responsible for the quality of the Service until this work has been completed. Any SLA will be void until this work has been carried out.
 - o) After the completion of the Installation it is the Customer's responsibility to maintain the safety and security of any fixtures, fittings and equipment used or added during the Installation and Hills Internet accepts no responsibility for this. The Customer may request Hills Internet's assistance in carrying out any maintenance required to do this and acknowledges that this may be chargeable.
 - p) Should at any point Charges for the Service owed by the Customer become overdue Hills Internet shall be permitted to remove the installed equipment from the Site, and shall be granted access to do so.
 - q) The Installation shall be deemed successful once the installer is able to achieve the Connection Speed from The Connection Point.
 - r) Before Activating a Service, Hills Internet may:
 - i) Verify that each Site is in an area in which the Service is available;
 - ii) Carry out link / line tests and/or a site survey; and/or
 - iii) Where appropriate, provide and/or install Equipment;
 - iv) Carry our credit checks.
 - s) Any Address Space allocated that is loaned to the Customer is owned by Hills Internet and not by the Customer unless otherwise agreed in writing.
 - t) Hills Internet may choose to issue private not public Address Space to the customer for connection to Our Network. Should a public IP address be required this should be requested on the Order Form and may incur a monthly fee.
 - u) Should the Customer require static Address Space this should be requested on the Order Form and may incur a monthly fee.
- 5) **Acceptable Use Policy**
- a) The Service is subject to an acceptable use policy. The Service must not be used:
 - (1) Fraudulently or in connection with a criminal offence or in any way that is unlawful.
 - (2) To send, communicate, knowingly receive, upload, download or make any communications that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, cause needless anxiety or are intended to deceive.
 - (3) In any way that Hills Internet considers is or is likely to be to the detriment to the provision of the Service to the Customer or any other customers on Our Network.
 - b) Hills Internet will notify the Customer of each separate event of which it becomes aware that the Service have been used in violation of clause 5.1. The Customer will take all necessary measures to stop further violations.
 - c) Unless a service is described as Dedicated, if the Customer sends and/or receives very large quantities of data during peak times to the detriment of the service to other customers, Hills Internet reserves the right to limit or otherwise manage the bandwidth of the Customer to ensure service levels for other customers are sustained.
 - d) The Service may only be used for the Customer's own business use.

6) Voice Over IP (VoIP)

Whilst VoIP services should work well through your Service Hills Internet does not guarantee this. The Customer understands that VoIP cannot be relied upon as a method for contacting emergency services (such as 999 calls) and that an alternative method must be available. Hills Internet takes no responsibility for checking the availability of an alternative or the failing of VoIP connectivity in an emergency.

7) Privacy Policy and Personal Data

- a) As to that of the Customer itself and its representatives, Hills Internet shall act in accordance with industry practice in protecting that personal data and shall not sell or otherwise transfer it to third parties for marketing activities in any circumstance. On occasion, Hills Internet may need to provide the Customer's name and delivery address to third parties that Hills Internet may use for the purposes of delivering specific services to the Customer or its proposed successors. Hills Internet shall not provide any of the Customer's personal information to other companies or individuals for marketing purposes without the Customer's permission. Hills Internet shall be entitled to use the personal data of the Customer in the due performance of the Services, this Agreement and (unless opted out in writing from time to time) for communication to the Customer of the Hills Internet's own marketing information.
- b) As to personal data supplied by or through the Customer in the course of its business (including that of its customers and end users,) the remaining part of this section shall apply:
- c) Both parties will comply with their respective obligations under the applicable requirements of the Data Protection Laws.
- d) The parties acknowledge that for the purposes of the Data Protection Laws and so far as this relationship under this Agreement is concerned, the Customer is the data controller and Hills Internet is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Laws). The following sets out the scope, nature and purpose of processing by Hills Internet, the duration of the processing and the types of personal data (as defined in the Data Protection Laws, Personal Data) and categories of Data Subject:
 - (1) Processing by Hills Internet: The provision of internet or transit services for the Customer and indirectly its customers.
 - (2) Types of personal data: Each of the Customer or its customers decide individually which users' data is processed by configuration of data specific fields in the provided software or interface. Often, these are: first name(s), surname,

department / organization, telephone number, fax number, e-mail address, IP address, address, skype number, internal employee number, payment details, other contact detail, location and personal data within the content of material transmitted and/or stored. Special or sensitive personal data is usually not requested or collected unless incidentally within content itself or unless the Customer notifies Hills Internet of any in writing.

- (3) Categories of data subject:
 - (i) Each of the Customer or its customers decide individually the category of data subjects. Usually, these are: employees of or workers within the organisation as well as employees/workers of their partners and customers.
 - (ii) To submit ideas or create other content, users need to register accounts. In these accounts, personal data is managed by the user (in particular, registration, correction, deletion).
 - (iii) in each case subject to any agreed written variation or addition between the Customer and Hills Internet.

- e) The Customer declares and acknowledges that Hills Internet has no control, involvement, role or responsibility as to the type or use of data put by the Customer itself or third parties generally nor, without limitation, the Customer's servants, agents, customers or suppliers or end-users of the Customer's services or those of the Customer's customers and Hills Internet merely provides an IT repository for data with a specified conduit for its movement to and from the Customer or third party infrastructure. Hills Internet's processing does not include the manipulation, selection, ordering, searching or monitoring of such Personal Data other than in a generic sense of storage in the scope of the Services. The Customer is responsible for the cleansing, updating, timely deletion and maintenance of Personal Data.
- f) The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transmission of the Personal Data to Hills Internet and its processing in accordance with this Agreement for the duration and purposes of this Agreement.

- g) Without prejudice to the generality of clause 1.1, Hills Internet shall, in relation to any Personal Data processed in connection with the performance by Hills Internet of its obligations under this Agreement:
- i) process that Personal Data only in accordance with the performance of the Services and otherwise either required under this Agreement (this Agreement being agreed to constitute written instructions from the Customer for processing of Personal Data) or by variation of Services agreed with Hills Internet; or
 - ii) process that Personal Data if required by the laws of any member of the European Union or by the laws of the European Union applicable to Hills Internet to process Personal Data (Applicable Laws). Where Hills Internet is relying on law of a member of the European Union or European Union law as the basis for processing Personal Data outside of pre-agreed processing, Hills Internet shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Hills Internet from so notifying the Customer;
 - iii) ensure that it has in place appropriate, industry- standard for England, technical and organisational measures to protect against unauthorised or unlawful processing of that Personal Data and against accidental loss or destruction of, or damage to, those Personal Data, having regard to the state of technological development and the cost of implementing any measures;
 - iv) ensure that all personnel who have access to and/or process those Personal Data are obliged not to permit disclosure of the Personal Data except as required by law or for the purposes of this Agreement; and
 - v) not transfer any of those Personal Data outside of the European Economic Area (other than the Customer's transmission and receipt of data over the Internet and the use of similar networks that may involve part of the network being located outside the European Economic Area and/or the UK), unless the prior written consent of the Customer has been obtained;
 - vi) assist the Customer, at the Customer's cost using Hills Internet's then current standard time rates, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - vii) notify the Customer without undue delay on becoming aware of a material Personal Data breach committed by Hills Internet, its servants or agents and take reasonable steps to prevent further disclosure or breach and mitigate the potential adverse effects on affected data subjects in cooperation with the Customer;
 - viii) at the written direction of the Customer, delete or return to the Customer or allow the Customer to retrieve from dedicated equipment the Personal Data and copies thereof on termination of the Agreement unless required by Applicable Law to store the Personal Data;
 - ix) maintain appropriate records and information to demonstrate its compliance with this clause 7;
 - x) in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate Hills Internet's compliance with its obligations under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer's professional appointee for this purpose, subject to the Customer:
 - (1) giving Hills Internet reasonable prior notice of such information request, audit and/or inspection being required by the Customer;
 - (2) ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the supervisory authority under Data Protection Laws or as otherwise required by Applicable Laws);
 - (3) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Hills Internet's business, any sub-processors' business and the business of other customers of Hills Internet; and
 - xi) paying Hills Internet's costs using the then current standard time rates of Hills Internet for assisting with the provision of information and allowing for and contributing to inspections and audits.
- h) The Customer consents to Hills Internet appointing a third-party processor of Personal Data under this Agreement. Hills Internet confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business (to be supplied to the Customer if requested other than commercially sensitive information). Hills

Internet may, at any time on not less than 30 days' notice, revise this clause 7 by replacing it with any applicable standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by addition of an attachment or schedule to this Agreement). In addition, and notwithstanding any other provisions of this clause, the approval requirements for subcontracting shall not apply in cases where Hills Internet subcontracts ancillary deliverables to third parties; including, the provision of external contractors, data back-up and disaster recovery, telecoms providers, third party hosting providers, third party colocation providers, mail, helping and receiving services, and maintenance services. Hills Internet shall conclude, with such third parties, any agreement reasonably necessary for the adequate protection of Personal Data.

- i) Hills Internet shall nominate a point of contact for all issues related to data privacy and protection within the scope of the Agreement and pending notification otherwise this will be the Managing Director.
- j) The Customer shall immediately confirm oral instructions (at the minimum in text form) relevant to Personal Data.
- k) If Hills Internet informs the Customer that it considers that an instruction violates Data Protection Laws then it shall be entitled to suspend the execution of the relevant instructions until the Customer satisfactorily confirms compliance or changes them.
- l) The Customer shall, without undue delay and in a comprehensive fashion, inform Hills Internet of any defect that the Customer considers has occurred in t
- m) heir and/or Hills Internet's compliance with Data Protection Laws.
- n) The Customer shall be obliged to maintain the public register of processing where and when required in accordance with Article 30 GDPR.

8) Compliance

- a) In providing the Service, Hills Internet agrees to comply with any applicable regulation or governing law.

9) Security

- a) The Service provided is used at the Customer's own risk and the Customer is responsible for managing that risk using widely available technologies including but not limited to firewalls and anti-virus software.
- b) The Customer is responsible for the security of their own data and ensuring that when transmitting sensitive data it is passed through secure channels.
 - i) Hills Internet does not guarantee the security of the Service against unauthorised or unlawful access or use. If Hills Internet believes there is or is likely to be a breach of security or misuse of the

Service then it will take all reasonable steps to prevent or rectify the breach and notify the Customer accordingly.

- c) The Customer is responsible for properly using any user IDs and passwords needed for the service, if any, and must take all necessary steps to make sure that these are kept confidential and secure and that they are not made available to unauthorised parties.

10) Limitation of Liability

- a) No terms within this Agreement shall exclude or limit either the Customer or Hills Internet's liability for:
 - (1) Death or personal injury caused by negligence.
 - (2) Fraud.
 - (3) Any liability that cannot lawfully be excluded or limited.
- b) Neither Party shall be liable to the other or any third party for any damages to software, damage to or loss of data, loss of profit, loss of anticipated profit, loss of revenue, loss from expenditure of time by employees or executives, wasted expenditure, loss of opportunity, losses arising from goodwill, loss or damage to goodwill, consequential loss or damage howsoever arising from the Installation or use of the Service.

11) Indemnity

- a) The Customer will indemnify Hills Internet against any and all actions, claims, proceedings, costs and damages and all legal cost or other expenses arising out of any claims or legal proceedings that are brought or threatened against Hills Internet arising out of any claim by third parties in respect of damage to any tangible property or personal injury or death caused by such party's negligence or wilful misconduct arising in the connection with this Agreement. Hills Internet will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

12) Reselling

- a) Unless agreed in writing, reselling or sharing of the Services provided by Hills Internet is strictly prohibited.

13) Delivery Lead Time

- a) The Customer is deemed to have accepted any quoted price(s) at the point of placing the Order. Hills Internet will quote Agreed Installation Dates, but the customer accepts that these may vary and can be subject to third party suppliers outside of our control.
- b) The Customer may cancel the order and receive a full refund for any Installation Costs paid if a Service is not installed within 30 days of the

Agreed Installation Dates unless the Customer has been notified of an extension to this.

- c) The customer acknowledges that installation fees are estimates and not a guaranteed costing. Hills Internet will always notify the Customer should this estimate change prior to completing the additional work. Should the Customer not agree to the new installation fee they may cancel the contract, however, where reasonable, Hills Internet may at its discretion retain all or part of the paid installation fee to cover costs incurred. At the point of accepting the Order Hills Internet is not deemed to have committed to providing the service at the price quoted.
- d) Where it is deemed an Installation Cost refund is due this will be re-paid to the customer within 30 days.

14) Duration and Termination

- a) This Agreement shall come into effect upon the latest date of a party's signature of this Agreement and, subject to the provisions of this Agreement shall continue indefinitely after that until all Services have been validly terminated in accordance with this Agreement
- b) The commencement date of each of the Services under this agreement shall be the date when the Services are handed over by the Supplier. The Services shall continue for the Initial Term specified on the Order Form for those Services. The Initial Term of all Services shall automatically extend for a period of time equal in length to the Initial Term (the "Extended Term") at the end of the Initial Term and at the end of each Extended Term. Either party may provide notice to terminate a Service by giving written notice to the other party no later than three months before the end of the Initial Term or the relevant Extended Term, as the case may be.
- c) Subject to clause 18, if an Agreement is terminated before the end of the Minimum Service Term it will be classified as a Premature Termination. The Customer will then be charged for the remaining Charges due for the duration of the Minimum Service Term which shall be paid in combination and in full within 14 days of notice of termination.
- d) Hills Internet reserves the right to immediately terminate this Agreement in the event of persistent violations of the Agreement by the Customer without any repayment to the Customer for part of the Billable Period
- e) There may be circumstances in which Hills Internet and the Customer agree in writing to terminate the Agreement. This shall constitute a Mutual Termination and in such a case Parties are exempt from clause 14.2.
- f) On termination of any Agreement, arrangements must be made for the recovery of any equipment belonging to Hills Internet. For any visit to the Site for such a purpose clause 4 as a whole and in its separate parts will apply.

15) Moving Address

- a) Should the address at which you wish the Service to be provided change, Hills Internet will endeavour to move your Connection Point and contract to this new location but does not guarantee the ability to do so. Moving the connection will be subject to:
 - (1) Hills Internet's availability of coverage and capacity at the desired address;
 - (2) acceptance by the Customer of Hills Internet's quoted price to move or reinstall equipment at the desired address;
 - (3) payment being made to Hills Internet by the Customer prior to any work being carried out; and
 - (4) where required by Hills Internet an extension to the Minimum Service Term
- b) Should any of the above criteria not be met the standard termination procedure as laid out in clause 14 shall apply.

16) Force Majeure

- a) In the event of Force Majeure all Parties reserve the right to suspend all or any part of this Agreement pending cessation of the event or the effects thereof, without incurring any liability for any loss or damage thereby occasioned.

17) Changes to the Agreement

- a) Hills Internet may change the terms of this Agreement at any time (including charges and costs) under the following criteria:
 - (1) For changes that are to the significant detriment of the Customer, Hills Internet will send notification in writing with no less than 30 days' notice.
 - (2) For all other changes Hills Internet will notify the Customer with at least 1 days' notice in any form that it deems fit for purpose.

18) Survival

- a) Clauses 5,7, 13 and 18 survive the termination of this Agreement.

19) Governance

- a) In the event of any dispute and for the avoidance of doubt the governing law is that of England & Wales.

20) Confidentiality

- a) Each party agrees, both during this Agreement and for 3 years after its termination to treat as strictly confidential and not (except as authorised or required for the purposes of this Agreement) to use or disclose or attempt to use

or disclose to any person any unpublished technical information deriving from the other party, any confidential commercial information (including but not limited to, this Agreement and/or any Schedule) or any other confidential information in relation to the other's affairs or business or method of carrying on business.

- b) The restrictions in this clause do not apply to information which a party discloses with the prior written consent of the other or which a party can prove:
- c) was known to it without any obligation of confidence before the date of receipt from the other party as evidenced from its written records;
- d) is, after the date of receipt, acquired by it in good faith from an independent third party free of any obligation of confidence and any breach of such;
- e) has in its entirety become public knowledge otherwise than in breach of this Agreement; is required to be disclosed either by law or by the rules of a relevant stock exchange or as required for the enforcement of its rights under this Agreement; or
- f) is disclosed to its professional advisers under an obligation of confidentiality.
- g) Each party shall procure that its employees and advisers comply with no lesser obligations of confidentiality as this clause.
- h) This clause shall continue in force notwithstanding the termination of this Agreement.

21) Schedule 1: Service Level Agreement

- a) This Service Level Agreement ("SLA") defines the standards and availability of services provided by Hills Internet to the Customer under this Agreement.

22) Service Level

- a) Hills Internet is committed to providing reliable, high-quality network services. Unless stated otherwise on the Order Form Hills Internet undertakes that the Service shall be available for at least 99.5% of the time in any calendar month (the "Service Level"). If an SLA level is quoted on the Order Form, it takes precedence.

23) Service Level Measurement.

- i) Services levels are continually monitored by Hills Internet's monitoring service. Should an outage occur an "Outage Report" including a sequence of events and timings will be issued to the Customer on request within 10 Business Days of such a request, after any significant incident has been closed.
- ii) In the event of the monitoring system not detecting an issue, but the Customer experiencing a degraded Service, the

Customer will be responsible for reporting it to Hills Internet.

- iii) In the event of suspension of the Service due to Force Majeure Hills Internet will use reasonable endeavours to resume the Services with minimum delay.
- iv) Outages caused by any of the following events will not qualify for Service Credits and are not deemed to affect the Service availability level:
 - (1) Planned maintenance;
 - (2) Excused Outages;
 - (3) Faults with the Customers Equipment;
 - (4) Force Majeure;
 - (5) DDOS attacks;
 - (6) Usage or demand for bandwidth in excess of the amount specified on the Order Form;
 - (7) Acts beyond Hills Internet's control; or
 - (8) Breach of the Agreement.

24) Service Credits

- a) The Customer shall be eligible for Services Credit(s) if:
 - 1) The Order Form designates the Service as Service Credit Eligible; and
 - 2) An Outage has occurred that would qualify under this SLA.

The Customer shall receive one Service Credit for each qualifying Outage. For the purposes of this Agreement an Outage shall mean each 60-minute period during which the Service is unavailable below the Service Level in a given month.

For the purposes of the Agreement a "Service Credit" shall mean 1 day of the fees for the relevant Service.

Service Credits, if claimed by the Customer, will be credited by Hills Internet against future invoices, up to a maximum of 20 Service Credits in any 12-month period.