

Key Contract Terms :

- All prices are quoted inclusive of UK VAT.
- All hardware is sold with 12 months return to base (RTB) hardware warranty.
- Minimum Contract Term - 12 months. Thereafter 30 days written notice is required from point of receipt of a completed Avonline Termination Request form. You can request an electronic copy at any time from broadband@avonline.co.uk. The completed form must be completed and emailed back to us at the same email address for the service termination to be initiated.
- All customers are subject to a Fair Access Policy (FAP). For more detailed information please refer to FAQ's at www.avonlinebroadband.co.uk/faqs which show the latest FAP conditions.
- All systems are PC and Mac compatible.
- A standard installation includes the provision of one network access point (CAT5 point). Additional CAT5 points can usually be provided during the installation visit at **£45 per point** up to a distance of 10m. We would be pleased to provide a quotation for more extensive network requirements upon request.
- A standard installation is based upon a UK mainland installation within a three hour journey to the customer premises and is subject to site survey. Customers will be provided with a site specific installation quotation in the event that additional travelling times and expenses are likely to be incurred.
- Configuration of Customer's existing wireless LAN or Ethernet routing equipment will be charged at **£70 per hour**. Under no circumstances will Avonline plc not accept any responsibility or liability for the customer's existing equipment installation, configuration or maintenance.
- The Initial Charge (Hardware, Installation), any Additional Options and the 1st Monthly Service Charge (including VoIP) is payable in advance of the installation. We accept advance payment by Credit Card, BACS, bank transfer.
- BACS or bank transfer to :-
 - Barclays Bank Plc, Park House, Newbrick Road, Stoke Gifford, Bristol BS34 8TN.
 - Sterling A/C; Sort Code:20-13-42; Account Number:53261328
 - IBAN No: GB23 BARC 2013 4253 2613 28
 - BIC No: BARCGB6423.
- All recurring charges are payable monthly in advance by direct debit. It is condition of contract that we must receive a completed Direct Debit mandate in advance of the installation. Any other form of settlement for monthly charges e.g. credit card will incur a handling charge of £2.50 per transaction. Any transaction requiring re-presentation e.g. declined direct debits or credit cards will incur an administration charge of £25 per instance.
- Customers who default on more than 2 payments in any rolling 12 month period lose the right to pay by instalments and will be required to pay annually in advance with no discounts.
- Avonline reserves the right to charge a late payment fee for all charges more than 7 days overdue.
- Handling, Administration and Late Payment Charges incurred will be added to the next invoice.
- Service level downgrades are charged at £25.00 per downgrade request.
- Transfer or other Offers and Incentives are subject to change without notice.
- If you cancel your order within 14 days of the agreed installation date you will be liable for 20% of the initial setup charge (includes: hardware, install and first month's service).

The Master Terms

1. Services.

- 1.1 Shall mean the Avonline service(s) described in the Customer Order Form - Attachment I (the "Customer Order Form") and the Service Description (Attachment II). Service(s) shall include such software, equipment, cabling, and other materials provided by Avonline (or its sub-contractors) in the provision of the Service(s) (the "Equipment") to the Customer or its Users. "Users" (or "User" in the singular) shall mean any party or parties authorised by the Customers who use, input data to, or in any other way interact directly or indirectly with the Avonline Services, Equipment or facilities.

2. Charges.

- 2.1. Charges and payment requirements are set out on the Customer Order Form. VAT (and other applicable) UK taxes that apply to the Services will be as stated on any Invoice or Invoice Schedule and are due and payable by the Customer. Unless explicitly agreed in writing by Avonline in advance, all amounts payable under this agreement must be made in advance of service delivery ie. Installation, Hardware and other such charges are due and payable before completion of any installation or Equipment delivery; Monthly Service charges are always due and payable quarterly in advance as a minimum period. Amounts outstanding for more than seven (7) days from due date will be subject to an administration and collection charge ("Late Payment Charge") of the higher of 2% of the balance outstanding or £25. In the event of non-payment, Avonline shall be entitled to withhold any or all Services provided to the Customer. In the event of suspension or termination of the Services, a Customer may, at the sole discretion of Avonline, be re-connected subject to the payment of all Charges outstanding plus a Reconnection Charge of £50. All prices & Charges quoted by Avonline are inclusive of VAT unless otherwise stated & are not subject to offset.
- 2.2. Avonline reserves the right to invoice the Customer for any and all sums due under this agreement, if within 30 days of the date of execution of this Agreement (or any incremental Service Orders executed pursuant to this Agreement), the Customer has failed to provide Avonline with all information and assistance reasonably necessary for Avonline to provision the Service.

3. Service Summary.

- 3.1. Subject to written confirmation of acceptance of order by Avonline, Avonline shall endeavour to provide the Customer the selected satellite broadband system in accordance with Attachment II – Service Description. The service is designed to deliver a permanent broadband connection to the Internet via satellite equipment installed on the Customer Premises. Avonline will install and commission selected service in accordance with their approved installation and commissioning guidelines.

4. Service and Equipment Maintenance

- 4.1. On request, Avonline shall provide to the customer a maintenance and support service for the equipment listed in Attachment I - Service Description on a response and resolution schedule as selected in Attachment I – Customer Order Form and defined in Section 10 of this agreement.
- 4.2. Avonline shall be entitled to substitute, replace, rearrange or reconfigure the Equipment provided Avonline does not (i) modify the technical functionality of the Services or (ii) increase the Customer's costs without the Customer's prior written approval.
- 4.3. Title to equipment maintained under this agreement shall not be altered by the replacement of any component parts. Where the Customer has acquired title through a Purchase Agreement with Avonline (or one of its suppliers, lessors or subcontractors), the Customer agrees the recording of serial numbers/identification marks for both the replacement equipment and the equipment being replaced will provide the necessary substitution of equipment acquired under the Purchase Agreement.
- 4.4. The Customer shall not add to, modify, move, relocate, reconfigure, or in any way interfere with the Equipment under maintenance by Avonline, for the provision of the Services. Further, the Customer shall not cause or permit the Equipment to be removed, repaired, serviced, or otherwise attended to except by an authorised representative of Avonline and shall not use the Equipment except to obtain Services and in accordance with such written instructions as to be notified by Avonline. On termination of an Agreement (howsoever the same may arise) the Customer shall cease use of the Equipment immediately. Where Avonline Equipment is present on the Customer Premises, the Customer will agree to provide reasonable assistance to document and acknowledge ownership of the Equipment and any security interest thereon and shall not remove or in any other way alter labels on the Equipment.
- 4.5. Avonline will have no responsibility under this Clause during any period in which the Customer has any overdue Charges.

5. Avonline Warranties.

- 5.1. Provided that the Customer performs its obligations under this Agreement, Avonline warrants that (a) it is authorised to enter into this Agreement and to perform all Services hereunder; (b) the Services, and Equipment hereunder will perform substantially in accordance with the standard commercially available documentation from Avonline and its suppliers (which can be supplied on request) (c) where this agreement covers Installation and/or Maintenance only, work carried out by Avonline engineers will be performed substantially in accordance with the commercially available requirements of the equipment supplier. Any equipment or software updates specifically released to the Customer by Avonline or equipment or other tangible items provided hereunder should be free from defects in material and workmanship under normal use. This warranty is void if the Customer modifies or alters the Services, Equipment or Software, uses or connects same in a manner inconsistent with Avonline's requirements and specifications or not otherwise specifically approved by Avonline hereunder or the failure results from accident, abuse, misapplication or other use inconsistent with Avonline's Documentation; and (d) the Services will be provided with reasonable skill and due care. Avonline and its suppliers disclaim all other warranties and conditions of any kind, express or implied, including without limitation the implied warranties of title, merchantability, fitness for any particular purpose and non-infringement. The express remedies set forth in this Agreement are in lieu of all obligations or liabilities on the part of Avonline for damages resulting from breach of warranty, breach of contract, negligence or on any other legal theory howsoever occurred. This disclaimer of warranty constitutes an essential part of this Agreement. Both Parties acknowledge and agree that the limitations on liability contained in this Agreement and any limited warranty accompanying the Services and Equipment constitute an allocation of risks, which form part of the negotiated commercial terms of this Agreement.

6. Customer Warranties and Indemnity.

- 6.1. The Customer hereby warrants to Avonline that it is authorised and entitled to enter into and perform all its obligations under this Agreement. The Customer agrees to defend, settle, indemnify and hold harmless Avonline from and against any breach by the Customer or User of this Agreement or Change Control (which shall mean any amendment to the Agreement authorised and documented in writing between the parties). Furthermore, the Customer agrees to indemnify Avonline from and against any claim brought by a third party and any liability, damage or expense (including court costs and lawyers' reasonable fees) arising from or in any manner connected with Customer's or User's actions or omissions in using, in any manner, the Equipment and Services.

7. Certain Obligations of the Customer

- 7.1. The Customer shall maintain a suitable environment, as specified in the Facilities Requirements sections of the Service Descriptions at Attachment II as applicable to the Services to be delivered by Avonline and shall not alter, tamper with, adjust, or attempt to repair the Avonline Equipment without the express written permission of Avonline.
- 7.2. The Customer shall provide to Avonline such information as Avonline may reasonably require and shall permit Avonline full and free access to the Customer's Premises to enable performance by Avonline of all its obligations (and the exercise of all Avonline's rights and remedies) in connection with the Agreement.
- 7.3. The Customer shall procure all necessary licenses, waivers, consents or registrations necessary to deliver, install, and keep installed at the Customer's Premises the Equipment. The Customer shall ensure that all Facilities Requirements as described in the Service Descriptions are met before Avonline install any Equipment or before the commencement of Service.
- 7.4. The Customer shall not permit the use of or assist others, including the Customer's Users, in using the Services for other than their intended purpose. Customer shall not itself, and shall not permit others, including the Customer's Users, to abuse or fraudulently use the Services.
- 7.5. The Customer agrees that any breach of the terms of this Clause by the Customer shall be deemed to be a material breach of this Agreement, which Avonline is entitled to consider, at its sole discretion, is incapable of remedy. Any violation of this Section 7 by the Customer may therefore result, again at Avonline's sole discretion, in the termination of the Services or the termination of this Agreement. Upon the Customer becoming aware (including by way of notice from Avonline) of a breach by a User, the Customer agrees to use its best efforts to remedy such violation, including, if necessary, the express agreement to the termination of the provision of the Services to that User.
- 7.6. Avonline follows a "Fair Use" policy that ensures that if any customer exceeds their monthly traffic allowance then their service will be slowed down from their stated performance for up to one month, and then re-established at the stated speed.

8. Data Protection Act Compliance.

- 8.1. Both parties hereby warrant that they shall fully comply with the Data Protection obligations and regulations set out below:
- 8.2. Each party warrants that it is registered under the Data Protection Act 1998 ("The Act") (or the Data Protection Act 1984 for so long as it is applicable) and that registration is sufficient to cover the activities to be carried out/contemplated by this Agreement (the "Registration").
- 8.3. Each party agrees to maintain its Registration for the term of this Agreement and to comply at all times with the data protection principles set out in Schedule 1 to the 1998 Act.
- 8.4. In addition, Customer hereby provides its explicit consent for Avonline to process its personal data ("Customer Personal Data") for administrative, billing, internal business and/or other reasonable purposes in pursuance of the Agreement. Avonline acknowledges Customer's rights in relation to Customer Personal Data in accordance with the Act. Customer may obtain further information on this by contacting our Avonline's present Data Protection Compliance Officer.
- 8.5. Without prejudice to the generality of the foregoing, Customer agrees that it will provide sufficient and adequate notice to and obtain the consent of its customers and prospective customers to enable Avonline to process their personal data (End-User Customer Personal Data "EUCPD") and carry out the activities contemplated by this Agreement.
- 8.6. Customer acknowledges that all EUCPD is stored on its behalf and at its request by Avonline as a data processor (as defined by the 1998 Act) and Avonline agrees to abide by reasonable instructions given by Customer in respect of such data. Customer acknowledges that it alone is responsible for all subject access requests made under the 1998 Act in respect of EUCPD.
- 8.7. Avonline agrees that for those services provided under this Agreement, where it is acting solely on the instructions of the Customer (& where it is acting as a data processor under the 1998 Act), it will have in place appropriate measures so as to ensure a level of security that is appropriate to the nature of the data that is being processed and to the harm that could result from unauthorised/unlawful processing or accidental loss, destruction or damage of personal data provided always that this clause shall not oblige Avonline to spend an unreasonable or disproportionate sum in implementing or maintaining such measures.

9. Limitation of Liability.

- 9.1. The Customer's sole remedy with respect to any claims, whether in contract, tort (including, but not limited to, negligence and product liability) or otherwise, arising from the Agreement shall be limited to money damages not exceeding the fees paid to Avonline by the customer under this Agreement during the 12-month period immediately preceding the event giving rise to such damages. Without limiting the foregoing, it is expressly agreed that in no event shall Avonline or its employees, suppliers, agents, partners, representatives, or subcontractors, be liable for any (a) Damages caused by the Customer's failure to perform its obligations under this Agreement (b) Indirect, incidental, special, reliance, exemplary, cover or consequential damages, lost profits, lost revenue, lost business opportunities, lost savings, lost data, or losses from interruption, termination, or failed operation of the Internet or third party services, even if Avonline has been advised of the possibility of such damages, (c) other exclusions in the Agreement (for example, in the Service

Descriptions), or (d) any damages whatsoever and howsoever caused by any non-Avonline maintained or supplied service or equipment.

- 9.2. The Customer acknowledges and agrees that Avonline and its suppliers can have no effective control outside equipment and services under their direct control, and that Avonline shall incur no liability in respect of such networks, services or materials. The Customer agrees that in no event shall Avonline's suppliers have any liability whatsoever (including but not limited to any special, incidental or consequential damages, or for interrupted communications, lost data or profits) arising out of or in connection with this Agreement. Some countries do not allow the limitation of liability, so the foregoing may not apply to you.

10. Maintenance Cover and Availability

- 10.1. If selected and paid for by the Customer, provided that at all times during the contract, the Customer's account has no overdue balances, Avonline will provide a Support Service subject to the general and specific definitions for each service category below.
- 10.2. All Support levels are provided on a standard Working Day basis, defined as 09:00 to 18:00, Monday to Friday excluding Public Holidays. A freephone number will be provided to the Customer for use during these times. On notification by the Customer of a service affecting issue, Avonline will seek to identify whether it is a failure of the Services or another failure reason outside of the scope of the Services. If it is the latter, the Customer will be offered the use of Avonline's Technical Helpdesk service should they so require. If a failure of the Services or the Equipment is identified, Avonline will endeavour to resolve the problem remotely. If it is determined that a site visit is required, Avonline will endeavour to provide an engineer at the Customer Premises within the target time. Any site visits due to failures resulting from Customer misuse of the Services or Equipment or failures relating to the Customer's equipment will be chargeable unless Avonline could have reasonably determined this responsibility remotely.
- 10.3. The Maintenance Service levels and the general Service Availability Level ("SAL") calculations exclude any Service down-time which is a result of an Exempted Failure as described below:-
- (i) Force Majeure, as defined herein;
 - (ii) Notified and/or Agreed alterations and suspensions;
 - (iii) The failure of the Customer to implement reasonable recommendations from Avonline in a timely manner;
 - (iv) The failure or delay of the Customer in granting consent or agreement where required by Avonline in carrying out their responsibilities as set out herein or in any change order;
 - (v) The failure of the Customer to comply with any of the obligations imposed upon it including the failure to provide sufficient machine and network capacity;
 - (vi) Any hardware or other equipment not specified in the Customer Order Form(s) (as amended by agreement from time to time) or Service Description(s) as Avonline Equipment;
 - (vii) Any software required to be provided by the Customer in connection with this Agreement other than the Avonline-configured software specified above;
 - (viii) Any notified times for maintenance of the system.

11. Termination.

- 11.1. Either Party shall have the right to terminate this Agreement by written notice immediately if (a) the other Party commits any material breach of this Agreement, which has not been remedied within 30 days of notice thereof; or (b) the other Party enters into liquidation, whether compulsory or voluntary, or has a receiver appointed as to all or any substantial part of its assets, or takes or suffers any similar action in consequence of debt.
- 11.2. In the case of termination by Avonline for a Customer breach, the Customer agrees to pay all outstanding Service Charges due under this Agreement together with any and all unavoidable third-party charges incurred and reasonable administration charges levied by Avonline as a result of the Termination of this Agreement immediately upon receipt of a final invoice from Avonline.
- 11.3. In the case of termination by Avonline for a Customer breach, the Customer agrees to pay all outstanding Service Charges due under this Agreement together with any and all unavoidable third-party charges incurred and reasonable administration charges levied by Avonline as a result of the Termination of this Agreement immediately upon receipt of a final invoice from Avonline.
- 11.4. If the Customer wishes to terminate this agreement for any other reason after the Minimum Term, Avonline can only accept the request by completing the Avonline Termination Request form and returning it by email to broadband@avonline.co.uk. To process the termination of the satellite service, Avonline requires a minimum of 30 days notice from the point of receipt of a correctly completed termination Request form. The Customer agrees to pay immediately, upon receipt of a final invoice from Avonline, the outstanding Service Charges due under this agreement being the remainder of the initial contracted period or one Service Charge period whichever is greater.
- 11.5. Where the Customer is contracted with Avonline for the delivery of a Support and Maintenance Service Only and is in breach, the Customer agrees to pay all charges due for the remainder of the contracted maintenance period together with any unavoidable third-party charges incurred and reasonable administration charges levied by Avonline as a result of this Agreement immediately upon receipt of a final invoice from Avonline.

12. General.

- 12.1. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether voluntarily or by operation of law, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Avonline may, at its sole option, assign its rights and obligations hereunder upon thirty (30) days written notice to the Customer, and such assignment shall be binding on the Customer. An acquisition or change of control of Avonline or its successors shall not be considered an assignment by Avonline.

Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the successors and assigns of the Parties.

- 12.2. Force Majeure Events. Neither Party shall be liable for any failure to perform any of its obligations hereunder (other than the payment of money) which results from an act of God, the elements, fire, flood, component shortages, insurrection, industrial dispute, accident, war, embargoes, legal restrictions or any other cause beyond the reasonable control of the Party.
- 12.3. Confidential Information. Both Parties agree and undertakes that it shall not disclose any Confidential Information to any person or entity other than to such of its employees, agents and professional advisers ("Permitted Disclosees") who need to know the same (and to the extent only that they need to know it) in the performance of this Agreement, provided that the receiving Party shall be bound to maintain confidentiality in respect of such Confidential Information to no lesser extent than if the Permitted Disclosee were the receiving Party for the purposes of this Clause. "Confidential Information" means all documentation, materials, software data and other information relating to the business, customers, contacts, finances and other affairs of either Party. No obligation of confidentiality under this Clause shall apply to Confidential Information where and to the extent that the receiving Party can show that (i) it was already in possession of or independently developed such information without any access to the Confidential Information and without any obligation of confidentiality owed to any person or entity; (ii) the information is in or enters the public domain other than as a result of breach of this Clause; or (iii) it is required to be disclosed by law in which case this Clause shall be waived only to the extent & for the period that the receiving Party so required to disclose it.
- 12.4. Notices. All notices & other communications given or made under this Agreement shall be validly given if (i) delivered by hand, (ii) sent by facsimile transmission (subject to confirmation by post), (iii) sent by first class pre-paid post, to the address for service of notices for the receiving party specified in the applicable Customer Order Form, or (iv) by email, using pdf or other equivalent unalterable format with read-receipt return, and shall be deemed given (a) where delivered by hand, email or facsimile on the date of such transmission or delivery provided that facsimile delivery shall be confirmed by post; or (b) where sent by first class post, 3 Business Days after the date of posting.
- 12.5. Governing Law. This Agreement shall be governed by the laws of England and Wales and the parties agree to the non-exclusive jurisdiction of the Courts of England and Wales.
- 12.6. Miscellaneous. If any provision of this Agreement is held by a court or other authority to be invalid, illegal, or unenforceable, such provision shall (to the extent possible) be removed from this Agreement and the remainder thereof shall nevertheless remain legal, valid, and enforceable. Nothing in this Agreement and no action taken by either of the parties to this Agreement shall constitute or be deemed to constitute between such parties a partnership, association or joint venture. Definitions and terms in the singular shall be accepted in the plural and vice versa. Unless otherwise stated in this Agreement, no term or condition of the Agreement shall be modified except by written agreement by duly authorised representatives of the Parties. Failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any subsequent right. This Agreement expresses the entire understanding of the parties hereto relating to the subject matter thereof and replaces any and all former agreements, understandings, solicitations, offers, representations and statements whatsoever relating to such subject matter. The headings to the Conditions of this Agreement are for ease of reference only and will not affect the interpretation or construction of this Agreement. For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

Attachment II - Service Descriptions - Satellite Broadband Services

I-1.1 Services. By use of provisioned satellite connectivity from an approved supplier as Avonline shall contract such services from (the "Supplier"), Avonline will install, support & maintain the Customer Premise based Satellite Communications Services (referred to for the purposes of this Schedule as "Services") under the Customer Order Forms executed pursuant to the Agreement.

I-1.2 Satellite Broadband Service plan. Avonline will install, support and maintain the Customer Premise Equipment ("CPE") at the Customer Premises. The precise details of the Equipment to be provided by Avonline as part of the Services are available upon request from Avonline. The Customer will provide facilities in accordance with the Facilities Requirements as set out below in I-1.3.5. The CPE will transport traffic between the Customer Premises connection and the Supplier satellite network.

If the Customer Premises does not have appropriate facilities for installing and/or storage of the CPE, such computer and telecommunications equipment, a potential exists for disconnection (accidental or otherwise) of the CPE connection at this site. Avonline and the Customer will work together to define the enclosures, ventilation, and other aspects of the Facilities Requirements needed to support the CPE in its Customer Premises environment, and the Customer, at its own expense, shall supply any such enclosures as it reasonably decides are necessary.

I-1.3 Specifications.

I-1.3.1 Equipment. With respect to the CPE used in providing the Services to the Customer pursuant to this Agreement, Avonline shall maintain the Equipment for the duration of the Warranty period during which period the costs of maintaining the Equipment shall be the sole responsibility of Avonline subject to there being no overdue balances on the Customer's account at any time during the Warranty period. Equipment configurations will remain the intellectual property of Avonline or the Supplier as appropriate and subsequently neither Avonline nor the Supplier are obliged to divulge the details of these configurations to the Customer. Access to equipment configurations will be protected and only available to authorised Avonline or Supplier employees.

I-1.3.2 Access To Equipment. The Customer shall not open or otherwise tamper with or cause or permit the same in respect of any item of the Equipment without the prior consent of Avonline and on such terms as Avonline shall reasonably require. The Customer will record details thereof.

I-1.3.3 Relocation of Equipment. The Customer shall not relocate any item of the Equipment without the prior consent of Avonline, such consent not to be unreasonably withheld. Where Avonline gives such consent, Avonline will endeavour to relocate such Equipment at times as are agreed between Avonline, the Supplier and the Customer. The Customer shall pay for all direct and indirect costs associated therewith, including the costs of relocating or installing new cabling, provided that Avonline has provided an estimate of increased costs in advance to the Customer

I-1.3.4 Satellite Broadband Services Support and Maintenance. Avonline will assist in the co-ordination and management of problem determination and resolution in relation to the Services. Avonline will provide appropriate contact details for the service level selected. The Equipment may be changed from time to time based on engineering changes, service upgrades, or a shift in its selection of models and/or vendors of particular items of the Equipment (in which event the Facilities Requirements may vary). If any such change is expected to vary the Facilities Requirements, Avonline will advise the Customer in advance of the change with a view to avoiding or minimising adverse impacts on the Customer.

For each Satellite Broadband Service Customer Premises, standard CPE comprises:

- (i) Broadband Satellite Equipment as defined in Customer Order Form inc. Tooway Terminal & associated equipment;
- (ii) Interconnecting cables with a specification at or higher than those required by Avonline or its Supplier;
- (iii) Mounting brackets and fitments for a satellite dish on a rigid building structure.

Engineers attending the Customer Premises for post installation support and maintenance will do so to perform one or more of the following activities:-

- a. Support the Supplier Network Operations Centre or Avonline's Customer Support team in fault diagnosis including where appropriate the replacement of part or all of the hardware or cabling which forms part of the contracted service.
- b. Notwithstanding item 1, to diagnose any communications problems between the satellite dish (ODU), satellite modem (IDU) and either the dedicated PC or the LAN interface on the IDU including the replacement of part or all of the cabling installed.
- c. To configure any replacement equipment to the level where the Supplier Network Operations Centre or Avonline's Customer Support is able to gain access to the equipment to complete a system reinstallation and configuration.
- d. To provide remote hands and eyes capability to the Supplier Network Operations Centre in their diagnosis of a system fault or intermittent problem.

Whilst Avonline engineers will work closely with the Supplier Network Operations Centre as detailed above this agreement is exclusively with the Customer for the maintenance of hardware, software for the Equipment only on the Customer Premises to a level where reliable communications is achieved between the individual CPE and the customer's connection point.

For the avoidance of doubt, where either the Avonline engineer through a Laptop or a PC/Mac on the customer's LAN is able to access the Internet reliably, the service will be deemed to be functioning correctly from Avonline's perspective. Avonline engineers will be assumed to have completed their standard Installation work when the communications between the distinct CPE units is functioning correctly and the Supplier Network Operations Centre is able to log into the system via the CPE installed at or on the Customer Premises.

I-1.3.5 Facilities Requirements. At each Customer Premises, the Customer shall provide space suitable for telecommunications and/or secured computer facilities, within which the CPE will normally be located unless agreed otherwise with Avonline. The Customer shall provide the following Facilities Requirements which together comprise the:

- power supply & power outlets;
- adequate grounding for all electrical equipment;
- Normal home/ office environment;
- reasonable & practicable physical security;
- 19" racking as required (office only)

End of Agreement