

## APPENDIX 1

### DEFINITIONS

“Customer equipment or equipment” means the telecommunications equipment, telephone system or computer equipment that the customer uses to connect to the telecommunications service provided by Midland TML or Midland Telecom, whether this service is a telephone line, internet connection or a telephone call or data call routing service, carried over a telephone line or internet connection at the customers premises.

“Midland TML” or “Midland Telecom” or “The Company” or “us” or “we” is Midland Telecommunications Management Limited, Company Registration number 03655811 registered in England at 14 Edward Street, Birmingham B1 2RX

“Customer”, “You” or “Your” means the person(s), company or organisation with whom Midland TML contracts to provide the service.

“Service” means the telephone line, phone call or internet connection and any other services provided by Midland TML.

“BT” means British Telecom Plc a Network Service Provider.

“Conditions” these terms and conditions for Midland TML service

“Agreement” is the contract.

“Free connection or connected for free” this is where Midland TML waive (partially or wholly) the connection charges that would normally have been payable by the customer for the provision of new telephone lines at the customers premises in lieu of an extended contract term.

“Service Provider” is a business that administers and charges for the telecommunication and internet services to customers but may not provide the network service directly.

“Network Services” are telecommunication services that can include lines, calls and features such a call diversion, call barring and caller identification that are provided to the customer at their places of business either directly by cables or indirectly by wireless radio connections.

“Network Service Provider” is the telecommunications or internet Service Provider that provides the connection of the telecommunication service to the customer premises and carries the call or data traffic across it either partially or wholly.

“The commencement date” of this contract is the date that it was signed by the customer.

“The effective date” is the date that the network services were connected by Midland TML on behalf of the network services provider and were declared operational by the network services provider. Where multiple services are provided each one shall have its own effective date

“Anniversary renewal period” is an additional twelve month term (unless stated otherwise) automatically added to the original contract or agreement term because Midland TML had not received notification from the customer within the specified notice period that they wanted to end the agreement.

“Hacking” is an intrusion into the customer’s equipment by an unauthorised third party through electronic means. Typically the customer’s telecommunication or computer equipment could be manipulated by remote access to make unauthorised calls or internet connections.

“Telecommunication ACT” is any law passed in the UK that dictates the use of telecommunication services.

“Code of practice” is an OFCOM requirement that a Service Provider has a code of conduct for resolving disputes and sales and marketing practices. These Codes are available on request and at our website.

“Schedule of services” is a list of all the telephone numbers that represent each of the services included in this agreement.

“Bundles” is a package of time in minutes of calls purchased in advance which can be of various types of calls.

“EAD” is Ethernet access direct and Openreach provided fibre service connecting two buildings together.

“EFM” is Ethernet first mile an analogue copper line based product combined to make an Ethernet based private circuit.

“Private circuit” is a leased line type of circuit exclusively connected to a business customers premises for their sole use.

“Ethernet over FTTC” (EoFTTC) is a broadband tail connection from the local cabinet to the customer’s premises which is subsequently connected to a private circuit to give a low cost, exclusive connection of a private circuit to a customer premises.

VoIP – Meaning “Voice over IP” means an internet protocol based telecoms service.

MPLS – is a wide area computer network and telecommunications service connecting multiple sites in one closed network.

ISDN- a type of digital telephone line as described by the relevant telecommunication bodies design to carry voice and data communications in the UK and Rest of World.

Analogue – a description of a type o basic telephone line as described by the relevant telecommunication bodies design to carry voice and data communications in the UK and Rest of World. These lines are made to carry voice, fax, alarm and data communications including broadband services charged separately to the analogue line.

Broadband – a type of data service for connecting computer and telephone equipment to the internet.

## **1. THIS AGREEMENT**

- i. This agreement covers all services provided by Midland TML. It replaces any other oral or written agreement we have with you for the services. Any alterations to this agreement will be made in writing and signed by the customer and agreed by a Director of Midland TML.
- ii. This agreement will start from the commencement date that the customer signed the agreement and the minimum term or period of the contract shall start on the effective date our services were first made available for to you to use by the Network Service Provider or installers.
- iii. Either party may end this agreement if the other breaks the terms of this agreement and after written notice does not remedy the breach within 14 days. If the other is unable to pay its debts as stated in section S123 of the insolvency act 1986. If a liquidator (or professional relevant to bankruptcy) is appointed to manage all or some of the others assets or operations (other than for the purpose of amalgamation or reconstruction). If the other enters into an arrangement or composition with its creditors or a court or creditor appoints a receiver, administrator or makes a winding up or bankruptcy order against the other
- iv. Upon termination of this agreement all services will normally be permitted to continue in service unless the customer has expressed a wish to terminate the services forthwith on the termination date.
- v. Where multiple services are contained within this agreement, each service shall have its own effective date.
- vi. Midland TML may vary the terms of this agreement by writing to you at your premises giving not less than thirty days notice. In such cases you have the right to refuse the amended terms by writing to us as per section 5 of this agreement.
- vii. 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 nor enforcement thereof, or any other right on any later occasion.
- viii. Any provision of this agreement which is declared void or unenforceable by any competent authority or court shall to the extent of such invalidity or unenforceability be deemed severable and shall not effect the other provisions of this agreement which shall continue unaffected.

## **2. THE SERVICE**

- i. We will make every effort to make the services available to you, but owing to the nature of telecommunications networks, it is impossible to provide a fault free service and the quality of the services depends on the network provided by the Network Service Provider to which you are connected. It is your responsibility to make sure your equipment that is connected to the telecommunication service or uses the service, is in working order so as to enable the provision of our services. At your request we will re-programme or programme any telecommunication equipment in your possession to make the service effective; however we will not be liable for any loss or damage as a result of any problems arising from the programming of your equipment.
- ii. All numbers issued to you in advance of the effective service date are provisional and cannot be guaranteed until the service has become effective. Midland TML is not liable for any costs of reprinting literature, websites, portals or advertising or other forms of media planned in advance of the effective date of the service.
- iii. You are required to inform us of any potential hazards or risks that are present on site prior to the arrangement of a Network Service Provider's Engineers appointment.
- iv. Upon notification of a fault by you, we will use the procedures laid down in the Network Service Providers, service level agreement, to report and rectify any fault.

v. If your service fails and this is subsequently found to be due to your equipment or error in using the service, then you agree to pay for any costs that may arise or from calling out the Service Provider's Engineers to remedy the suspected fault and to compensate Midland TML for any wasted visit or other charges levied by the network service provider.

vi. You agree that Midland TML has the authority to arrange the transfer of line rentals and call services from other Service Providers to Midland TML upon agreeing to these terms and conditions.

vii. Where phone numbers are allocated to you, you have no right to sell or to agree to transfer the number provided to you for use with the service.

Viii. Each telephone number service will be regarded as a private service and we will not auto enrol your number in any directory. Where there is a legal requirement for Midland TML to reveal your number to emergency services or government agencies, we will comply with any relevant legislation.

ix. You will consent on the agreement that Midland TML has the authority to represent you when dealing with your current Network Service Providers for the purpose of transferring any services in connection with this agreement.

x. Midland TML accepts no responsibility or liability for the customer being in breach of contract or for administration or termination charges and penalties levied by other Service Providers to you, as a direct result of the transfer of your services to Midland TML. In the event of you not wanting to proceed with this agreement because you are in breach of contract or will incur substantial termination charges or penalties by existing Service Providers, Midland TML will require compensation for loss of gross profits that would have been due if this agreement were completed.

xi. Telephone numbers are often supplied in fixed ranges that cannot be separated. Where the telephone number given by the customer describing the service (written on the description of the services on the front pages of this agreement) is only one of a range of numbers associated with that service, it is deemed that all the other numbers associated with that service are included in this agreement.

xii. Where a Network Service Provider carries out an installation or provides a service to the customer (that the customer ordered from Midland TML) that causes disruption to the customer's business or damage to other services or equipment the customer is using, it is agreed that Midland TML cannot be held liable for any consequential losses or damages caused by the Network Service Provider. Midland TML will offer reasonable assistance in applying for any compensation due from the network service provider.

xiii. Where a service is provided by a Service Provider and that Service Provider has a service level agreement, the service will be deemed to be subject to the service guarantees contained within it. Midland TML will provide the customer with all such documents upon request. Unless stated otherwise in the appropriate Service Level Agreements, the service will normally be repaired within forty-eight hours commencing the day after the fault was reported, acknowledged and accepted by the Service Provider and a fault reference given. Where the fault was not recognised or rejected by the Service Provider, the fault will be deemed to have commenced at the time the acceptance of the fault was actually given. Where the fault is deemed beyond the reasonable control of the Service Provider the customer accepts that the fault will be fixed in an indefinite time period and no compensation for loss of service or business will be due.

xiv. Where new services are to be provided by a Service Provider on behalf of Midland TML the customer accepts that all new installations are subject to survey by the Network Service Provider and there may be unforeseen delays in providing the Network Service and Midland TML are not responsible for loss of business or any liability for compensating the customer. Where the Service Provider offers compensation for the loss, delay or interruption of the service, upon request by the customer, Midland TML will claim any compensation due and pay to the customer in full. The maximum liability in all cases for delayed installations is limited to one thousand five hundred pounds for any one or series of delays and interruption in service.

xv. If the customer suffers a loss of service exceeding the Service Level Agreement terms to repair the service (provided by the relevant Service Provider) and the service provider accepts that the

terms were exceeded, Midland TML will apply for compensation for the delay at the relevant rate provided by the service provider.

Where the customer accepts temporary diversion and provision of the service to partially restore the service, it is deemed the customer has waived its claim to the compensation for loss of service. Should the customer feel the loss of service would adversely affect their operation to such an extent that the compensation offered by Midland TML is not adequate, they should agree the provision of back-up services and higher compensation levels in a separate agreement than those contained herein. The maximum liability for any one or series of service failures or negligence by Midland TML under this agreement shall be limited to five thousand pounds.

xvi. You must agree NOT to use the services as means of transmitting any material that is offensive, defamatory or of an abusive, obscene or menacing nature or to cause the denial of service or nuisance to another party.

### **3. PROVISION OF EQUIPMENT AT NO CHARGE**

i. Where Midland TML provides the customer with invoice credits covering the partial or entire cost of telecommunication equipment and telephone systems in favour of an extended term for their rental, maintenance and call service, the equipment shall remain the property of Midland TML until all the payments due under the extended term are received. The customer must pay all maintenance and call charges due over the full minimum term, to avoid paying the normal charges listed for the equipment, that were subsequently credited on the agreement.

ii. Notwithstanding any other term under this agreement, it is agreed that the customer will pay Midland TML for the cost of the equipment even if they no longer require the equipment or maintenance services.

iii. The customer must insure the equipment at the value indicated upon the agreement. Midland TML will offer insurance for the equipment and charge accordingly if the customer does not offer an alternative policy showing Midland TML that the equipment is fully covered as a item upon the customers own insurance at full value.

iv. Save as expressly provided in this agreement (including any part) there are no other conditions, warranties or representations (express or implied) with respect to the services and any condition or warranty implied by law including by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 are expressly excluded. The customer expressly affirms that it is not relying on any warranty, condition or representation not contained in this agreement.

### **4. CHARGING AND BILLING**

i. We will send our first invoice shortly after providing the service and then at regular intervals, usually monthly, sometimes we may send an invoice at a different time.

ii. We will calculate your monthly invoice using the prices/tariff agreed on the tariff sheet prevailing at the time the agreement was signed and the services we provide to you. Unless other wise stated all calls are rounded up to the nearest second and all charging is rounded up to the nearest full penny. Where bundles of minutes of calls are pre-purchased for a fixed monthly fee the use of those minutes by the customer and any subsequent minutes used beyond the bundle minutes, will be charged at Midland TML's standard calls and line price list applicable at the time.

iii. We reserve the right to increase or decrease our charges and/or introduce new charges from time to time. It is envisaged that most service providers will levy an annual inflationary increase equivalent to the Retail price index each year and Midland TML will increase the service by the said RPI each year as part of this agreement. If we increase any of our charges by more than the RPI, we will give you at least fourteen days prior notice and in such circumstances you may write to us refusing the increase until the end of the minimum term before any increase takes place.

iv. We reserve the right to make changes to these terms and/or introduce new terms from time to time if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from Network Service Providers and these changes to the operation of the service are beyond our reasonable control or the service is withdrawn or modified. We will write to you telling you of any changes to the way call and service charges are levied with a minimum of

thirty days notice and whether the introduction of these changes is beyond our reasonable control. It is deemed by this agreement that such changes will be passed to you at the wholesale costs plus a thirty percent increase to allow for a reasonable operating margin thereafter.

v. The charges for the services contained in your monthly statement are calculated using call records provided by the Network Service Providers. In the event of any dispute the call data provided by the Network Service Provider will be audited by them and upon that audit confirming the data as accurate, the Network Service Providers records shall be deemed accurate to produce an interim bill until such times that the call records can subsequently proven to be inaccurate. The timed and dated call records produced by the Network Service Provider, deemed to be made from the customers premises because the customers telephone number is recorded as the source of the call, shall be conclusive evidence that call has been made by the customers equipment, and the customer shall pay Midland TML for the calls until such times that the customer can prove otherwise.

vi. Midland TML may decide to set a credit limit on your account at anytime. It may be possible for you to pay a deposit should you wish this limit to be increased; this will be the sole discretion of a Midland TML director.

vii. If Midland TML only provide a calls service then you are liable to pay other service charges to your Network Service Provider.

viii. Invoices will be sent to the address the lines are provided unless requested otherwise.

ix. You are liable to pay the cost of calls made on this service howsoever initiated whether voluntarily or automatically made by a computer or customer equipment. This includes unauthorised calls made on your services without your consent by means of faulty equipment, fraud, theft, malicious use by an authorised or unauthorised person or by hacking.

x. It is agreed that any dispute or query about the charges made under this agreement must be made in writing within thirty days of the date of the invoice. Any dispute or query lodged thereafter must be made in writing to us and no sums may be offset against money owing to us under this agreement.

xi. Where the customer disputes any charges on the bill they may not offset any amount greater than the sum of the disputed overcharge and all other amounts must be paid by the due date.

xii. Where a billing dispute cannot be resolved the customer should refer to Midland TML's Code of Practice for dispute resolution available on our web site at [www.midlandtelecom.co.uk](http://www.midlandtelecom.co.uk) or available in writing from our offices upon request.

xiii. Where the customer has been given a discount for a service based upon BT's or other Service Providers list prices for the service and BT or other Service Provider raise the charges associated with that service, it is agreed that the same discount will apply throughout the agreement and the increased charges will automatically apply from the date of the increase. Furthermore it is agreed where BT or other Service Provider decrease the list price of the service the charges will reduce by the same.

xiv. If the customer does not make a payment for an invoice within sixty days of the date of the invoice and the invoice is not the subject of any dispute between the customer and Midland TML, it is agreed that a late payment charge of ten pounds may be added to the customer's following month's invoice.

xv. The normal method of payment under this agreement is by direct debit. With the exception of public sector customers all other customers agree to pay Midland TML by this method or pay a surcharge of 3% on all billed services or a payment fee of £4.50 per bill whichever is the greater amount.

xvi. If the Service Provider who provides the customers line service raises the wholesale price of that line service it is agreed that the customer will pay Midland TML an increase of an equivalent amount in percentage terms. Midland TML will write to the customer informing them of the increase in charges within twenty eight days of the planned increase. If the customer refuses to accept the increase in charges within fourteen days of the planned increase date, then the customer has the

right to cancel the agreement repaying any line connection charges and equipment provided at no charge.

xvii. Where we provide a broadband service a fair usage limit may be agreed of how much data transfer in Gb will be permitted free of any charges. If there is no limit specified then it is deemed to be a light usage version with a 40Gb data transfer limit. Unless stated otherwise the term “unlimited” means 500 Gb of data transfer. The cost of additional use over the fair usage data transfer limit is charged at £1 per Gb or £25 per 50Gb where the additional usage is pre-arranged. The usage limit is set on a calendar month basis and no allowance is made for under usage in previous months.

## **5. TERM and ENDING THIS AGREEMENT**

i. There is a minimum term or term set out on the quotation usually detailed in months or quarters. The agreement commences from the commencement date of the signature on the front page of this agreement. The minimum term will commence on the effective date of the service being provided and will continue until terminated in writing giving the appropriate notice period see 5 ii herein.

ii. This agreement provides a service where the cessation of the service at the end of the agreement would cause significant disruption to the customer and it is deemed that a continuous service must be provided unless notice under the agreement is given. Unless stated differently at the point of signature, it will continue for another 30 days on the completion of the initial minimum period, unless the customer writes to midland TML giving at least thirty days notice (in writing, by recorded delivery to our offices) expiring upon the anniversary of the effective date of the service commencing.

iii. Without prejudice to the rights of the parties under this agreement, either party may end this agreement by giving a minimum of thirty days written notice before the expiry of the anniversary of the effective date and have completed the agreed minimum contract term. All outstanding line rental charges and call or usage charges must be paid. Under current transfer procedures, the customer must arrange for the transfer of the services to their new provider at least ten working days before the anniversary renewal commencement date after having given notice within thirty days as described herein. Despite adequate notice being given, services not transferred before the anniversary renewal date, are liable for termination charges described herein.

iv. If you cancel any of the services within this agreement before they are made available to you on the effective date, because you have changed your order and do not require them in the first place and are not planning to source similar services from another Service Provider, you may still be liable to pay cancellation charges if you do not give sufficient notice. You must give at least fourteen days notice in writing to cancel any of the services under this agreement prior to the effective date to avoid cancellation charges. If you have permitted any Network Service Providers to connect any cabling or equipment to your premises after the agreement has been signed, you will be liable to pay cancellation charges up to the value of the normal connection charges levied by the Network Service Provider and one year's service rental charges due under the agreement.

v. Where a free connection of a line service has been provided to the customer and the connection charges waived at the time of connection, the waived connection charges must be paid in full if the cancellation of the agreement is before the end of the minimum terms agreed as part of that service. Where the customer has had equipment provided at no charge the equipment provided must be paid for at the value indicated on the agreement or value indicated on the invoice of the originating supplier, should the customer wish to cancel the agreement.

## **6. TRANSFER OF THE SERVICE TO ANOTHER SERVICE PROVIDER**

i. If you decide to transfer any of the call, line, broadband or other type of services within this agreement to another Service Provider before the end of the minimum term that has been agreed or before the end of an annual renewal period, you will be liable to pay termination charges. These termination charges consist of all the service or line rental payments due until the end of the agreed term (a discount of 10% will be applied in consideration of the possibility that Midland TML may no longer have to pay some wholesale expenses after the service is transferred), furthermore the customer will repay Midland TML any connection charges that were waived or discounted at the time of connecting the service or commencement of the contract, also an administration fee of three hundred pounds and compensation for the loss of 90% of the estimated call or usage spend (to

represent the loss of profits for the remaining term of the agreement), based upon the average spend in the last three months of the services involved, prior to the requested termination or transfer date.

ii. Midland TML may require a deposit from the customer prior to transferring the service to another Service Provider to cover the cost of telephone calls and line rental not yet billed to the customer. Unused deposits will be refunded within ninety days of the final bill issued to the customer from Midland TML.

iii. Where the customer partially transfers the call element of this service to another Service Provider (after previously using services supplied by Midland TML), the customer must compensate Midland TML for ninety percent of the lost call revenue that would have been due under the remaining term of the agreement (based upon the average of the last three months call revenue prior to the call traffic being switched to the other Service Provider).

## **7. CEASING THE SERVICE DUE TO REDUNDANCY OF NEED – ISDN and analogue Openreach provided lines**

Without prejudice to the rights of the parties under this agreement, where a customer has not had a free connection of their Openreach analogue or ISDN lines and has no further use of a line service because they no longer require it and

- are not moving premises to another location whereupon they could continue the use of the service with Midland TML

- are not porting the numbers to another Service Provider using another product like VoIP.

Midland TML allows the customer the option to cease the ISDN line or analogue line service and ceasing the use of the number permanently before the expiry of the minimum term and pay no further rentals.

This easement can only be used in circumstances where the customer has no need for the service any longer and is not transferring it to a VoIP based service from another Service Provider.

## **8. MOVING THE SERVICE TO ANOTHER PREMISES**

i. You are permitted to transfer your lines to another premise and transfer the agreement to provide the services in your new premises with Midland TML, at any time before the expiry date of your agreement (see IV herein) except where you have taken a free connection and had the connection charges waived in favour of an extended minimum term, whereby you will be required to settle the agreement by repaying a fair proportion of the connection charges. This easement of the minimum term and early termination charge applies to all telephone line and fixed line call plans where we transferred the services from another Service Provider. This policy does not apply to leased line private circuits, EFM, Ethernet over FTTC and EAD fibre circuits and MPLS products.

ii. Where the customer requested the transfer of the services with Midland TML, all the services transferred or connected to the new premises by Midland TML shall be deemed to be covered by this agreement. If the customer elects not to use Midland TML for any the services at the new premises that are the equivalent service that they had at their current premises, then the parties agree that this constitutes transferring the service to another Service Provider as detailed in section 5 of this agreement.

ii. Where the services vary from the original services in the telephone numbers used, quantity and type, the new services shall be discounted at the same level as the previous services until the expiry of the minimum term of the agreement.

iii. You will have to pay Midland TML for the connection charges for the services at your new premises at the Network Service Providers published rates. These charges will be quoted to you well in advance of your move.

iv. If you have an unexpired “free connection agreement” and wish to move before the end of the minimum term and take out equivalent services at your new premises, then all you will have to repay is a fair proportion of the waived connection charges that were given as free. You can then take out a new free connection agreement at the new premises.



## **9. UPGRADING THE SERVICE TO A NEW TYPE**

i. Where the customer wishes to upgrade their services to a new type they may do so at anytime. The customer must pay any connection charges due on the new service. The agreement will transfer to the new upgraded service until the expiry date or for twelve months whichever is the greater.

ii. Where the customer has had the service connected and in service in total for less than twelve months by any Service Provider(s), they will have to pay the remaining rentals to the end of the twelve months if they wish to upgrade before then. This easement of the minimum term and early termination charge applies to all telephone line and fixed line call plans where we transferred the services from another Service Provider. This policy does not apply to private circuits, EFM, Ethernet over FTTC and EAD and MPLS products.

## **10. SUSPENDING THE SERVICE**

i. Without prejudice we have the right to suspend the provision of services immediately without telling you or without notice if:

We believe our service is being used in an unauthorised way or for criminal activities or

You fail to pay any of our charges when due

Or

You commit a substantive breach of this agreement

Or

Your credit limit is exceeded

Or

We are aware or believe that you have entered into this agreement fraudulently

Or

You cancel or your direct debit instruction is refused without prior written notice from you

Or

You do any thing to affect the operation of our services

ii. If we have not received payment of your bill we may decide to suspend/disconnect your service. Normal monthly rental will continue to be charged during any period of disconnection. You will be charged a fee for reconnection of the service of twenty five pounds plus vat.

## **11. RESPONSIBILITY AND JURISDICTION**

i. This agreement is governed by the laws of England where your principal address is located in England, Wales or Northern Ireland and by Scottish law where your principal address is located in Scotland.

ii. Midland TML are liable to you if our negligence causes death or personal injury.

iii. Matters beyond our reasonable control - If we cannot do what we have promised in this agreement because of something beyond our reasonable control such as lightning, flood, or exceptionally severe weather, line failure, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority (including the Network Service Provider or industrial disputes of any kind, including those involving our employees), we will not be liable for any consequential losses howsoever incurred. We will only be liable for compensation for loss of service as agreed in section 2 herein.

## **12. NOTICES**

i. If the parties need to write to each other they must do so as follows:

To Midland TML at the address quoted on the monthly invoice or to the customer at the address to which the customer asks Midland TML to send the invoices or if the customer is a limited company its registered office.

ii. In the event of a notice to terminate or cease or transfer the services in this agreement we require notification in writing by recorded delivery giving the appropriate notice period. Midland TML will acknowledge all such notices in writing or by e-mail within seven days of receipt.

**13. PRIVATE CIRCUITS, ETHERNET ACCESS DIRECT, Ethernet over FTTC AND ETHERNET FIRST MILE.**

i. These products carry an enhanced service level agreement (SLA) whereby fault cover extends to 24 hours every day including Bank Holidays, and will be repaired by the Network Service Provider within 7 hours or other SLA where provided of the fault being acknowledge by the Network Service Provider as received and accepted, subject to the conditions of their Service Level Agreement available on request. Where the Network Service Provider admits they failed to repair the circuit within the agreed SLA we will claim compensation not exceeding one month's rental fee for not achieving the required SLA. Where an improved SLA has been offered those terms will apply and will be noted at the point of signature. Variations to this agreement will be noted at the point of signature detailed in an additional schedule.

**[CONTRACTOR'S TERMS AND CONDITIONS TO BE ATTACHED]**