

## Pioneer Broadband Services

By accepting a quote for Telephone Lines, you accept the below Terms and Conditions of the Master Services agreement and the Supplementary Terms and Conditions on the following pages.

### General Terms And Conditions

#### ARTICLE 1. PIONEER SOLUTIONS (UK) LIMITED'S RESPONSIBILITIES

1.1 Subject to the terms hereof, Pioneer Solutions (UK) Limited shall provide the service (the "Service") as detailed in the attached Order Form(s) and shall use reasonable skill and care in providing and maintaining the Service.

1.2 Pioneer Solutions (UK) Limited shall provide the service in compliance with all applicable laws, regulations, orders and licenses which govern the provision of the Service.

1.3 Pioneer Solutions (UK) Limited reserves the right to change the service provider used to provide the service. Where this requires work to be carried out on the customer's equipment Pioneer Solutions (UK) Limited will provide compensation for costs incurred or carry out the necessary work free of charge.

1.4 Pioneer Solutions (UK) Limited may interrupt the Service for necessary maintenance or network improvement operations. If feasible the Customer will receive notice of the time and duration of such operation up to five (5) working days in advance of its occurrence. Pioneer Solutions (UK) Limited will use reasonable efforts to accommodate Customer's preference as to the scheduling of any such service interruption. For operational reasons, Pioneer Solutions (UK) Limited may change technical specifications of the Service.

#### ARTICLE 2. CUSTOMER'S RESPONSIBILITIES

2.1 Customer shall not abuse or use the service in an unauthorized or fraudulent manner, nor shall Customer assist or allow others to do so. In the event that Customer abuses or uses the service in an unauthorized or fraudulent manner Pioneer Solutions (UK) Limited may suspend its performance and/ or terminate this Agreement or, at its option, the relevant Service(s), with no obligation to the Customer. Abuse, unauthorized or fraudulent use, includes, but is not limited to,

- a) interference with the use of the Service by other customers or authorized users,
- b) interference with the use of the Service by other customers or authorized users,
- c) transmission of material which is defamatory, abusive, menacing or obscene, or
- d) any use of activity which constitutes a violation of any applicable law, regulation, orders or licenses.

2.2 Customer shall not alter, adjust or make repairs of the Service or to any part thereof. In the event of modifications, adjustments or repairs effectuated by the Customer, Pioneer Solutions (UK) Limited shall be exonerated from any and all liability including the obligations of warranty and indemnification.

2.3 Customer shall ensure that any apparatus used in connection with the Service shall conform to the relevant standard or criteria as required by local law and regulation. Customer shall not use any apparatus which Pioneer Solutions (UK) Limited determines in its reasonable judgment may cause hazard or damage to Pioneer Solutions (UK) Limited's or any third party's property or personnel or otherwise impairs the quality of any service offered by Pioneer Solutions (UK) Limited. Customer shall be responsible for safeguarding all of its facilities and equipment against unauthorized use of the Service.

#### ARTICLE 3. TERM – TERMINATION

3.1 This Agreement shall become effective on the date upon which it has been signed by both parties and shall continue in effect until terminated by either party upon at least ninety (90) days' prior written notice to the other party. This agreement cannot be terminated while Pioneer Solutions (UK) Limited is providing Customer with one or more services. All services provided by Pioneer Solutions (UK) Limited will automatically renew at the expiry of the respective minimum term for one year unless written notice is given prior to the expiry of the minimum term.

3.2 Either party may terminate this Agreement in the event of a material default by the other party, provided that:

- a) the non-defaulting party gives the defaulting party at least thirty (30) days prior written notice of the alleged material default and of the notifying party's intention to terminate, or seven (7) days prior written notice in the event of the failure to make any payment due hereunder; and
- b) for events of material default that are capable of being remedied within the period specified in paragraph 3.2 a) above, the defaulting party has not remedied the alleged material default within said period; and

3.3 For the purpose of Article 3.2, "material default" shall consist of any of the following:

- a) a party's breach of any of the material terms or conditions hereof including the failure to make any payment when due;
- b) insolvency, bankruptcy, receivership or dissolution or any similar proceedings is initiated by or against a party or any of its assets or a liquidator, receiver or trustee in bankruptcy is appointed in respect of any of its assets; or
- c) the execution by a party of an assignment for the benefit of creditors or any other transfer or assignment of a similar nature (it being understood that the execution of any third party financing agreement(s) shall not constitute an event of default hereunder).

3.4 If the Customer cancels the Service, in whole or in part, or if this Agreement is terminated as a result of Customer's default, prior to the expiration of the Initial Period, Customer shall pay or reimburse Pioneer Solutions (UK) Limited, upon demand, for any costs or expenses incurred by Pioneer Solutions (UK) Limited as a result of such cancellation or termination, including without limitation, any

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fees or charges levied upon Pioneer Solutions (UK) Limited by the local access service provider.

3.5 The expiration or termination, for any reason, of this Agreement shall be without prejudice to the rights of either party against the other which have accrued on or prior to such termination.

#### **ARTICLE 4. PAYMENT TERMS**

4.1 The Customer shall pay the charges for the Service in its Price List, the current version being attached hereto. Pioneer Solutions (UK) Limited reserves the right to change its Price List from time-to-time by giving at least thirty (30) days written notice to Customer. Invoices shall be issued payments shall be made in the current specified in the Price List.

4.2 The changes set forth in this Agreement are net and do not include any applicable tax, including, but not limited to, sales, use or Value Added Taxes (VAT). Customer shall reimburse Pioneer Solutions (UK) Limited for any such tax, except that, if Pioneer Solutions (UK) Limited is required to pay any taxes initially, then they shall be added to any charges under this Agreement to be paid by Customer and applied to the corresponding invoices. Each party shall be responsible for any taxes on or measured by its net income.

4.3 All amounts stated on each monthly invoice to Customer are due and payable within thirty (30) days of the date of the invoice. If Customer has reasonable grounds to dispute the amount of any invoice, it shall give Pioneer Solutions (UK) Limited written notice, within ten (10) days of receipt of the disputed invoice, specifying the disputed amount, together with such supporting documentation as shall be necessary to substantiate its claim. The parties shall co-operate to resolve the dispute in an expeditious manner. If such notice and documentation is not delivered to Pioneer Solutions (UK) Limited within such thirty (30) day period, Customer shall be deemed to have accepted the invoice amount. In case of a disputed amount, Customer may only withhold payment of the disputed portion of the invoiced amount.

4.4 All amounts due hereunder that are not paid when due, including any amount disputed by Customer which is subsequently determined to be due to Pioneer Solutions (UK) Limited, shall accrue extended payment interest at the rate per annum of three (3) percent above the Lloyds TSB PLC. base rate in effect from time-to-time calculated on a daily basis from the date on which payment became due to the date such payment is received by Pioneer Solutions (UK) Limited.

4.5 If Customer fails to make payment when due and remains in default for seven (7) days following Customer's receipt of a written notice of such default from Pioneer Solutions (UK) Limited, then Pioneer Solutions (UK) Limited shall have the right to suspend the provision of the Service(s) until the day on which payment is received by Pioneer Solutions (UK) Limited.

4.6 Customer shall furnish such financial information as Pioneer Solutions (UK) Limited may from time-to-time request for the purpose of determining Customer's

creditworthiness. Any financial information furnished to Pioneer Solutions (UK) Limited at Pioneer Solutions (UK) Limited's request shall be treated by Pioneer Solutions (UK) Limited as Confidential Information pursuant to Article 6 hereof. If, at any time, Pioneer Solutions (UK) Limited determines that the creditworthiness of Customer is not satisfactory Pioneer Solutions (UK) Limited can require Customer to provide a financial guarantee in a form acceptable to Pioneer Solutions (UK) Limited in order to continue the provision of the Service. If Customer fails to provide the requested guarantee within twenty (20) days following such request, Pioneer Solutions (UK) Limited shall have the right to suspend the provision of the Service until the day on which such guarantee is provided to Pioneer Solutions (UK) Limited.

#### **ARTICLE 5. CONFIDENTIALITY**

5.1 In General.. Any information of a proprietary or confidential nature disclosed by one party to the other party in connection with or under this Agreement (the "Confidential Information") shall be protected and held in confidence by the receiving party. The Confidential Information shall be used only for the purpose of this Agreement. Disclosure of the Confidential Information shall be restricted to the receiving party's employees or contractors on a need-to-know basis in the performance of this Agreement and, with respect to contractors of the receiving party which may reasonably be considered by the disclosing party as competitors, only with the prior written consent of the disclosing party. The receiving party shall advise its employees and contractors of the proprietary nature of the Confidential Information. Upon the request of the disclosing party, the receiving party shall either return all Confidential Information and any copies thereof to the disclosing party or have such Information destroyed. This Article 5 shall remain in full force and effect for a period of three (3) years, following the date of termination or expiration of this Agreement.

5.2 Content of Agreement. The content and substance of this Agreement shall be treated as Confidential Information, provided, however, that in the event either party has entered into discussions with a third party, involving either a joint venture, merger or acquisition, or the sale of all or substantially all of the assets of the party to which this Agreement pertains, then such party may disclose the terms of this Agreement to such third party, provided such disclosure is pursuant to a duly executed non-Disclosure Agreement.

#### **ARTICLE 6. LIMITATION OF LIABILITY**

6.1 Neither party shall be liable for any indirect, incidental or consequential loss of damages, including loss of opportunity, revenue, profits or good-will, even if it has been advised of the possibility of such damages. Either party's liability in contract, tort, or otherwise, including any liability for negligence howsoever arising out or in connection with the performance of its obligation under this Agreement, shall be limited to direct damages.

6.2 In all situations involving performance or non performance of a Service, Customer's sole remedy is repair, replacement, or cancellation of the Service. For any other claim, Customer's damages, if any shall be limited to those directly

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attributed to Pioneer Solutions (UK) Limited. Pioneer Solutions (UK) Limited total aggregated liability for damages to Customer for any cause whatsoever, and regardless of the form of action whether in contract or in tort, including negligence, shall be limited to and not exceed an amount equal to the sum received by the Company from the Customer under this Agreement. The foregoing limitation of liability shall not apply to claims for death or personal injury solely due to Pioneer Solutions (UK) Limited's negligence.

6.3 Pioneer Solutions (UK) Limited shall not have any liability in contract, tort or otherwise for any claim of unauthorized access of Customer's transmission facilities or equipment, or for unauthorized access to, or alteration, theft or destruction of Customer's data file, programs, procedure or information through accident, fraudulent means or devices, or any other method, except to the extent caused by Pioneer Solutions (UK) Limited's willful misconduct.

6.4 Customer shall, subject to this Article 6, indemnify, defend and hold harmless Pioneer Solutions (UK) Limited from and against any and all liabilities, costs, damages, and expenses (including reasonable legal expenses) resulting from Customer's (including its employees, agents and independent contractors) actions hereunder, including, but not limited to, breach of any provision of this Agreement, damages to the Service, or any unauthorized or illegal acts.

#### **ARTICLE 7. FORCE MAJEURE**

7.1 Neither party shall be liable for its delay of performance or its failure to perform hereunder, except for the obligation to make payments when due, owing to causes beyond its control, including, but not limited to, acts of God; fire, flood, or other catastrophes; acts of government; national emergencies insurrections, riots, wars; industrial disputes. In the event of any one or more of the foregoing occurrences, notice shall be given by the party unable to perform to the other party and the party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. If the provision of a Service is suspended by one or more of the foregoing occurrences, the then current Service Term of the corresponding Order shall be extended by a period at least equal to the suspension. Should the suspension of obligations due to force majeure exceed a period of sixty (60) consecutive days, either party may terminate the affected Service by sending a registered letter with acknowledgement of receipt to the other party without indemnity.

#### **ARTICLE 8. MISCELLANEOUS**

8.1 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by certified mail, postage prepaid, return receipt requested, (iii) electronic mail (confirming same by regular mail), addressed to the persons whose name and address appears on the signature page hereof and, in the case of Pioneer Solutions (UK) Limited, with a copy to the legal department at the address specified on the signature page hereof.

8.2 Assignment. This Agreement and all rights and obligations hereunder, except the right to receive payment, are personal to the parties hereto and may not be assigned in whole or in part by either party without the prior written consent of the other, which consent shall not be unreasonably delayed or withheld. However, Pioneer Solutions (UK) Limited may assign this Agreement in conjunction with a merger or

reorganization, or the sale of all or of substantially all of its assets to which this Agreement pertains. In addition, either party may assign this Agreement to any entity, controlling, controlled by, or under common control with, such entity, without the other party's prior consent, provided that the assignor remains liable for the performance of its obligations hereunder.

8.3 Non-waiver. The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement if such term, not be deemed a waiver of any subsequent breach.

8.4 Modification of Agreement. This Agreement may not be modified, supplemented, or amended or default hereunder waived except upon the execution and delivery of a written agreement signed by the authorized representative of each party.

8.5 Governing Law: This Agreement which includes the signature page, these general Terms and Conditions and any Annexes attached hereto embody the whole Agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. Neither party shall be bound by or liable to the other party for any representation, promise, or inducement made by any agent or person in the other party's employ which is not embodied in this Agreement. This Agreement is made in the English language and any translation hereof shall be for informational purposes only.

#### **End of General Terms and Condition**

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## Pioneer Telephone Line Services

By accepting a quote for Telephone Lines, you accept the below Terms and Conditions of the Master Services agreement and the Supplementary Terms and Conditions on the following pages.

All Terms and Conditions listed below apply to the services covered on this order form. These conditions apply in addition to the General Terms and Conditions contained within the Master Services Agreement.

### ARTICLE 1. PIONEER SOLUTION (UK) LIMITED'S RESPONSIBILITIES

1.A All lines are supported during the agreed Hours of Cover. The hours of cover are defined by the Care Level on the specified Line. Faults and service issues can be raised at any time but will only be actioned during the hours of cover.

Level 1: 9am to 5pm Monday to Friday excluding Public and Bank Holidays. This is provided free of charge on all Analogue and ISDN2 lines.

Level 2: 9am to 5pm Monday to Friday excluding Public and Bank Holidays. This is provided free of charge on all ISDN30 lines.

Level 3: This is complete cover, 24 x 7 x 365. All faults will be responded to within 4 hours.

1.B Pioneer Solutions (UK) Limited will provide at least 4 working hour's notice of appointments for new installation. Generally several day's notice will be provided but on rare occasions new installations are scheduled for next business day. Appointments will be noted either; MORNING (8am to 1pm), AFTERNOON (1pm to 5pm) or ALL DAY (8am to 5pm).

1.C Pioneer Solutions (UK) Limited will provide as much notice as possible of appointments for the repair of lines. In some cases it will not be possible to provide notice as a Fault Engineer may attend site early.

1.D Where PABX work is required and this is not being directly provided by Pioneer Solutions (UK) Limited we will provide a specification of the configuration required. When this is complex and co-ordination is required Project management charges may be applied.

1.E When new numbers are issued these are not guaranteed until they have been installed.

1.F Pioneer Solutions (UK) Limited will endeavor to meet all requested Ready For Service Dates. However, due to local and network cabling issues work may not be completed at the time of the first appointment and follow up work may be required to complete the installation. Pioneer Solutions (UK) Limited will keep the customer fully informed in this situation.

1.G Pioneer Solutions (UK) Limited will endeavor to provide new lines within the following timeframes; 10 working days for Analogue Business lines, 20 working days for ISDN2 and ISDN30, and 40 working days for Direct Connects. These timeframes are a guide only and assume that there are existing spare lines into desired location and that there are no complicating factors relating to the Building Owner's requirements.

1.J When porting lines and numbers between carriers Pioneer Solutions (UK) Limited will keep the Customer

fully informed and use best endeavors to ensure there are no delays. However, due to the complexities of this process there is guarantee on how long a request will take to be complete. A period of dual running with services from both carriers is to be expected as is a period of downtime when a port takes place. Not all carriers allow porting to take place out of hours.

1.K Pioneer Solutions (UK) Limited may suspend service without notice if Customer equipment or calling patterns pose an immediate threat to the Carrier Network. Customer will be advised as soon as is practical. Service will be restored as soon as the issue has resolved to the satisfaction of the Carrier.

1.L When transferring line, Pioneer Solutions (UK) Limited cannot guarantee that you will not be charged cancellation charges by your current provider.

### ARTICLE 2. CUSTOMERS RESPONSIBILITIES

2.A When a fault is reported on a line, the customer is required to provide an On Site contact and the hours of access, when they attend site a Missed Appointment charge will be applied.

2.B When new lines are ordered an On Site contact person must be specified. When the Installation Engineer visits the site this person must be able to provide the engineer access to the site and direct the engineer to the location where the line is to be installed. If the engineer is turned away for any reason or the On Site contact is unsure of where the install the line, a Missed Appointment charge will be applied.

2.C Where PABX work is required to allow the installation of the lines being provided it is the customer's responsibility to pay for this work.

2.D When transferring lines to Pioneer Solutions (UK) Limited the customer must advise if the numbers were at some stage ported from another carrier, such as (but not limited to) Cable and Wireless, Telewest or NTL.

2.E When a new line is requested the customer is responsible for advising Pioneer Solutions (UK) Limited if the building owner has any requirements or rules regarding when and how work must be carried out. This will include specifying if work must be completed out of hours, if access permits are required by the Installation Engineer and if work plans must be submitted for approval. Out of hours work will incur Supplementary installation charges. The method of work required by the Building Owner may also result in Supplementary Installation charges.

2.F Installing cabling in existing ducting, under false floors or in false ceilings is considered a 'Non-Standard' installation and Supplementary Installation charges may be applied. This is at the discretion of the Installation Engineer. To reduce the possibility of Supplementary Installation charges being applied in these cases it is advised that floor tiles and ducting caps are removed.

2.G Use of ladders may require two Installation Engineers to be present due to Health and Safety Constraints and result in Supplementary Installation charges.

2.H When new lines are ordered it is advised to aim for them to be installed 1 week prior to when they are required. Typical lead times are shown in point 1.G.

2.J when requesting lines to be moved, allow and an S-10 working days on top of the typical lead times shown in



point 1.G to increase the likelihood that the line can be moved on the date you require.

### **ARTICLE 3. TERM - TERMINATION**

3.A The initial term of this contract is 1 year ("Initial Term"). This Agreement shall become effective on the date upon which it has been signed by both parties and shall continue in effect for the Initial Term. Thereafter, it shall renew on its anniversary for a further year unless cancelled 30 days prior to the anniversary date.

3.B The following conditions apply to a line provided by Pioneer Solutions (UK) Limited and calls agreement cancelled or terminated prior the expiration of the Initial term.

i) Lines cancelled within the Initial Term will be subject to a cancellation charge equal to the rental due for the remainder of the Initial term.

ii) Pioneer Solutions (UK) Limited reserves the right to charge a termination fee equal to 30% of the average call spend over the previous 3 full months multiplied by the number of months remaining of the initial term.

iii) All requests for cancellations need to be made either by written or email notification.

3.C The following conditions apply when calls are routed over lines provided by Pioneer Solutions (UK) Limited.

i) If calls are routed away from Pioneer Solutions (UK) Limited to an alternative carrier then Pioneer Solutions (UK) Limited reserves the right to charge 30% of the average call spend over the previous 3 months for the remainder of the initial term.

ii) If calls are routed over Openreach rather than Pioneer Solutions (UK) Limited's preferred carrier then calls will be billed at cost plus 10% margin.

3.D The following charges will apply to orders for new lines that are cancelled prior to the installation taking place;

i) Analogue Lines that are cancelled up to 2 clear working days prior to the appointed install date will incur a charge of £20.00 per line. After this time the full installation charge will be applied.

ii) ISDN2 (Digital Standard or Digital System) Lines that are cancelled up to 2 clear working days prior to the appointed install date will incur a charge of £20.00 per line. After this time the full installation charge will be applicable.

iii) ISDN30 lines that are cancelled up to 15 clear working days prior to the appointed install date will incur a charge of £50.00 regardless of the number of channels.

- Between 7 and 14 clear working days the cancellation charge is 30% of the full install charge
- Between 5 and 6 clear working days the cancellation charge is 60% of the full install charge
- Between 3 and 4 clear working days the cancellation charge is 75% of the full install charge

- Within 2 clear working days the full installation charge will be applicable.

### **ARTICLE 4. PAYMENT TERMS**

4.A All prices and rates quoted are VAT exclusive.

### **ARTICLE 5. CONFIDENTIALITY**

No additional items.

### **ARTICLE 6. LIMITATION OF LIABILITY**

No additional items.

### **ARTICLE 7. FORCE MAJEURE**

No additional items.

### **ARTICLE 8. MISCELLANEOUS**

8.A All additional charges incurred by Pioneer Solutions (UK) Limited from the Carrier (including but not limited to; BT, Verizon, Global Crossing) will be passed on at cost plus 10% with a minimum markup of £10.00. Examples of additional charges that will be billed in this manner are Missed Appointments and Supplementary Installation Charges.

8.B An Out Of Hours (OOH) appointment can be requested on orders. There is a project management charge of £50.00 plus the relevant BT charges which will be applied as per 8.A. The project management charge is billable regardless of whether the OOH appointments available are accepted. An OOH appointment may result in an earlier install date but this is not guaranteed.

8.C As the charges referred to in 8.A and 8.B are subject to change, the current charges can be found online at [www.pioneer-solutions.co.uk](http://www.pioneer-solutions.co.uk) or by contacting your account manager. These charge will apply in addition to any standard install charges.

8.D Porting Numbers from either another carrier of from one line to another requires project management. The fee for this is £100.00.

8.E All new line will be ex directory unless specifically noted under "Directory Entry" on the order form page. Numbers will be listed with BT Directory enquiries only through many other 118 operators also receive BT's new listing on a regular basis. If an alternative 118 operator listing needs to be made or altered and alternate operated needs to be contacted directly.

8.F Pioneer Solutions (UK) Limited standard pricing for services is published on [www.pioneer-solutions.co.uk](http://www.pioneer-solutions.co.uk) this includes a standard service such as call divert and caller ID as well as current rates for BT callouts and TimeScale related charges. This will be updated as changes occur.

8.G Additional order for new line installation or line transfers received by email or phone from Customer will be subject to the terms and conditions detailed herein.

### **End of Supplementary Terms and Conditions for Lines and Calls**

All Terms and Conditions listed below apply to the services covered on this order form. These conditions apply in addition to the General Terms and Conditions contained within the Master Services Agreement.

**ARTICLE 1. PIONEER SOLUTIONS (UK) LTD RESPONSIBILITIES**

**1.A** All lines are supported during the agreed Hours of Cover. The hours of cover are defined by the Care Level on the specified Number. Faults and service issues can be raised at any time but will only be actioned during the hours of cover.

Level 1: 9am to 5pm Monday to Friday excluding Public and Bank Holidays.

Level 2: Not available.

Level 3: This is complete cover, 24 x 7 x 365. All faults will be responded to within 4 hours. This is available by subscribing to the Helpdesk service.

**1.B** Pioneer Solutions (UK) Ltd will endeavor to provide new services within the following timeframes;

- i) ADSL: 10 working days (new and ported)
- ii) SDSL: 60 working days.
- iii) Surestream: 20 working days.
- iv) Leased Line: 60 days.
- v) LES: 20 – 60 working days.

**1.C** When porting an ADSL connection from another ISP there will be a brief period of downtime, dependent primarily on the ISP the service is being ported FROM.

**1.D** Usernames and passwords will be provided prior to the service going live. Pioneer Solutions (UK) Ltd will use best endeavors to ensure their accuracy but as they can't be tested it is not guaranteed that they are correct. Regardless of the hours of cover agreed, support for initial connection and configuration of the service is only available during normal business hours unless by prior written arrangement in which case an additional charge will be made.

**ARTICLE 3. TERM – TERMINATION**

**3.A** The initial term of this agreement 1 year ("Initial Term"). This Agreement shall become effective on the date upon which it has signed by both parties and shall continue in effect for the Initial Term. Thereafter, it shall remain in effect until terminated by either party upon at least ninety (90) days' prior written notice to the other party.

**3.B** If a service is cancelled prior to the end of the initial term then the rental for the remainder of the Initial Term is due as cancellation charge.

**3.C** If service is cancelled on or after the Initial Term then a cancellation charge of £40.00 is due.

**ARTICLE 4. PAYMENT TERMS**

**4.A** All prices and rates quoted are VAT exclusive.

**ARTICLE 5. CONFIDENTIALITY**

No additional items.

**ARTICLE 6. LIMITATION OF LIABILITY**

No additional items.

**ARTICLE 7. FORCE MAJEURE**

No additional items.

**ARTICLE 8. MISCELLANEOUS**

**8.A** Fair Usage Policy applies to all Internet Connections. This is measured on a rolling monthly basis. If you exceed fair usage limits then your service will be rate limited to ensure that the high usage doesn't impact other customers.

Depending on the ISP used to provide your service, an option may be available to continue operation without restriction if excessive usage is paid for on a per GB basis. If this option is available then the charge for excess throughput is £0.65 per GB. Fair usage limits are currently set at 50GB per month for all MAX Services.

You will be advised of all fair usage issues in an email form Pioneer Solutions Support ticketing system.

**End of Supplementary Terms and Conditions for Internet Access Services**