

# **Master Services Agreement**

**burstfire**

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## MSA INTRODUCTION

This document is a Master Services Agreement (“MSA” or “Agreement”) and its terms, as well as the terms contained within its schedules, will apply to all Orders for Services which the Client places with Burstfire. Each Order will also be subject to the Service Terms applicable to Orders of that type. Taken together, those documents shall be the “Agreement” (which is defined in full in the relevant schedule).

## PROPRIETARY STATEMENT

This document contains confidential and proprietary information and is the property of Burstfire Networks Limited. This document was prepared for the Client for the sole purpose of the delivery of the products and/or services proposed in this document. It is submitted to the Client in confidence, on the condition that the Client and its representatives have, by receiving it, agreed not to make available such information to others, or to make any other use of it except for the purposes stated above, and to return it to Burstfire Networks Limited upon request. Any previous statement shall not apply to the extent that such statement violates any laws requiring such information to be made available to the public.

The Client may retain this document for internal use only, including making any necessary copies related to the products and/or services covered by such a proposal.

Burstfire retains the right to change these terms and conditions without notice.

## CONFIDENTIALITY

All rights reserved. This document contains confidential and proprietary information. No part of this document may be reproduced, disclosed, distributed, or transmitted in any form by any means, electronic or mechanical, including photocopying and recording, or by any information storage or retrieval system, except as may be permitted, in writing by Burstfire Networks Limited.

## SERVICE HOURS & CLOSURES

<b>Business hours</b>	Monday to Friday 09:00 to 17:30
<b>Support desk</b>	Monday to Friday 09:00 to 18:00

Burstfire is closed on Public and Bank Holidays as observed by the United Kingdom. Assistance for Critical issues can be received by calling 020 7127 4921.



# CLAUSES

The parties agree:

## 1. INTERPRETATION

- 1.1. This Agreement shall be subject to the definitions and rules of interpretation set out in Schedule 1.

## 2. APPLICATION OF THE MSA

- 2.1. The terms of this MSA shall apply from the Commencement Date and shall govern any and all Orders placed by the Client. No Order or other contract for Services will be deemed to have come into effect between Burstfire and the Client unless and until the Client has signed an Order Form in respect of that Order, or unless Burstfire has commenced supplying the Services to the Client (in which case the Order shall be deemed subject to the terms of the most recent version of the applicable Order Form provided by Burstfire to the Client).
- 2.2. The terms of this MSA shall prevail over, and shall exclude the effect of, any alternative terms that either party may attempt to impose or incorporate (or which may be implied by trade, custom, or course of dealing) subsequent to the Commencement Date, unless those terms specifically declare an intention to exclude the terms of this particular MSA and are signed by both parties.
- 2.3. In consideration of timely and continued receipt of the Fees from the Client, Burstfire shall provide the Services requested by the Client pursuant to this Agreement's terms.

## 3. PLACING AND DURATION OF ORDERS

- 3.1. An Order shall, unless otherwise stated in the relevant Order Form, commence on the date on which the Order Form specifying its scope is signed by both parties (the "Commencement Date").
- 3.2. Each Order shall run for the term specified in the applicable Order Form and shall be extended or renewed as set out in that Order Form or, where that Order Form does not specify, the Service Terms applicable to the type of Services provided as part of that Order.
- 3.3. In the event that neither the Order Form nor the relevant Service Terms specify a term as described in clause 3.2, then an Order shall run for thirty-six (36) months (the "Initial Term")
- 3.4. In the event that neither the Order Form nor the relevant Service Terms specify a renewal term as described in clause 3.2, then an Order shall be renewed for a period of twelve (12) months (a "Renewal Term") unless either party gives the other ninety (90) days' notice prior to the conclusion of the Initial Term or the then current Renewal Term.

- 3.5. Where an Order is placed for multiple Services which are to be supplied together, the supply of individual Services may be terminated by the Client as set out in the Order Form or, where the Order Form does not specify, the relevant Service Terms. The termination of the provision of any one such Service in this fashion shall not cause the termination of the others unless, at the sole discretion of Burstfire, termination of that Service makes provision of one or more of those Services untenable.
- 3.6. Unless otherwise specified in this Agreement, all notices given by the Client specifying that an Order or Service is to be terminated must be given in writing.
- 3.7. Termination of an Order or Service shall not, unless this Agreement specifies otherwise, entitle the Client to any refund of any portion of the relevant Fees payable in respect of that Order or Service, nor shall it relieve the Client of any obligation to pay any aspect of the Fees which would have become payable in respect of it during the then current Initial Term or Renewal Term.

#### 4. USE AND PROVISION OF SERVICES

- 4.1. The Client shall ensure that it and its employees, agents, and contractors receive and use the Services in accordance with all applicable Acceptable Use Policies. Further, without prejudice to the terms of any such Acceptable Use Policy, the Client shall not use the Services, nor shall it store, distribute, or transmit any material using or through the Services which:
  - 4.1.1. Is unlawful, harmful, threatening, defamatory, obscene, harassing, or racially or ethnically offensive;
  - 4.1.2. Facilitates illegal activity;
  - 4.1.3. Depicts or promotes unlawful sexual imagery or violence;
  - 4.1.4. Promotes unlawful violence or discrimination based on race, sex, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities; or
  - 4.1.5. Constitutes a violation or infringement of the rights of any person, firm, or company (including, without limitation, rights of copyright and confidentiality).
- 4.2. The parties agree that Burstfire shall not be responsible for any failure to meet any agreed deadline, Service Level, or other metric specified in this Agreement if such failure is directly or indirectly caused by any:
  - 4.2.1. Act or omission of the Client, or its employees, agents, or subcontractors;
  - 4.2.2. Failure of Client Equipment
  - 4.2.3. Failure of any software operated by the Client that is not Supported Software;
  - 4.2.4. Failure caused by Client Equipment and/or of any software that is not Supported Software;
  - 4.2.5. An event of Force Majeure;

- 4.2.6. Failure by the Client to comply with any obligation to report a particular event or occurrence in accordance with the terms of this Agreement; or
- 4.2.7. Planned maintenance event which has been notified to the Client in accordance with this Agreement or, if no such notice provisions are contained in the relevant Order, upon reasonable notice.

## 5. SET UP OF SERVICES

- 5.1. Where a timetable for delivery and setup of Services is not specified in an Order Form, Burstfire and the Client shall endeavour to agree a plan for the delivery, setup and/or installation of the Services as soon as practicable after the Order Commencement Date.
- 5.2. Burstfire shall use reasonable endeavours to meet any dates for Installation specified in the Order Form or agreed pursuant to clause 5.1 but the parties agree that all such dates are provided as targets and estimations only, and that time shall not be of the essence in respect of Burstfire's obligations.
- 5.3. Burstfire shall notify the Client promptly on the Go Live Date of each Services. Unless otherwise described in the applicable Order Form or Service Terms, the Client shall within five (5) Business Days of such notification (the "Testing Period") review the operation of the Service to confirm that there are no Defects. The Client shall give Burstfire a detailed description of any Defect in writing within the Testing Period.
- 5.4. Burstfire shall, on receipt of notice as set out in clause 5.3, use reasonable efforts to correct any Defect identified by the Client within a reasonable time and, when it considers that the identified Defect or Defects have been remedied, re-submit the Service and/or Sold Equipment to the Client. The process described in clauses 5.2 and 5.3 shall then be repeated.
- 5.5. If the Client does not notify Burstfire of any Defects within the Testing Period and/or if the Client commences use of a Service in a live operational capacity, then the Service shall be deemed to have been Accepted at either the conclusion of that Testing Period or the day on which that Service is used or deployed in a live production environment, whichever is earliest.

## 6. BURSTFIRE'S OBLIGATIONS

- 6.1. Burstfire warrants that Services will be provided with reasonable care and skill and that each Service will be provided in accordance with its Specification in all material aspects.
- 6.2. The warranty set out in clause 6.1 above shall not apply to any failure by any Service to comply with its Specification where that non-conformity is caused by use of any of the Services other than in the fashion set out in the relevant Order Form or where that use is contrary to Burstfire's reasonable instructions or exceeds the uses reasonably contemplated by Burstfire.

- 6.3. In the event that a Service fails to function in conformity with clause 6.1, Burstfire will, at its expense, exercise its reasonable commercial efforts to correct any such non-conformity as soon as reasonably practicable.
- 6.4. Burstfire agrees to exercise its reasonable endeavours to comply with reasonable requests received from the Client to the extent that these relate to the provision of the Services, and in any event to respond to such requests in a professional manner.
- 6.5. Notwithstanding the foregoing, Burstfire does not warrant that the Client's use of the Services will be uninterrupted or fault free.
- 6.6. Burstfire agrees not to use the Client Equipment or any other equipment belonging to the Client save for the purposes of performing its obligations under an Order or otherwise as directed by the Client in writing.
- 6.7. Save as expressly provided in Order Forms and relevant Service Terms, all representations, warranties, and other terms, whether express or implied by law or otherwise, are strictly excluded to the fullest extent permitted by law. In particular, Burstfire makes no warranties, guarantees, or assurances regarding the performances of the Services when used with, or run in conjunction with, any particular operating systems and/or software including Supported Software and software of the Client or any third parties.

## 7. CLIENT'S OBLIGATIONS

- 7.1. The Client shall at all times:
  - 7.1.1. Co-operate with Burstfire in all matters relating to the Services and promptly comply with all reasonable instructions given by Burstfire relating to the same;
  - 7.1.2. Promptly provide to Burstfire such materials, documentation, instructions, and other information ("Client Materials") as Burstfire may reasonably require in order to perform the Services, and shall ensure that the Client Materials are complete and accurate in all material respects;
  - 7.1.3. Provide all such assistance, access to, and use of its premises (including providing adequate office space, facilities, and utilities where necessary) as may be reasonably requested by Burstfire from time to time;
  - 7.1.4. Ensure that all Client Equipment is, and remains throughout the duration of this Agreement, in good working order and suitable for the purposes for which it is used, and that such equipment conforms and is used in accordance with all Applicable Law;
  - 7.1.5. Carry out other Client responsibility (as may be set out in an Order Form, Service Terms, or this MSA) in a timely and efficient manner;



7.1.6. Ensure that, without cost or charge to Burstfire:

- a. Prior to commencement of the Services, any Client Equipment to be hosted at a facility owned or controlled by Burstfire is clearly identified as belonging to the Client and that such Client Equipment is labelled (where applicable, in the fashion directed by Burstfire) and all individual components which make up the Client Equipment are easily identifiable from the front and rear to assist with timely execution of any maintenance and support;
- b. It takes all necessary steps to ensure that it has in place appropriate business continuity and disaster recovery arrangements to mitigate the risk of loss or damage to its business in the event of the occurrence of a Force Majeure event. The Client acknowledges that, unless expressly agreed in an Order Form, the Services do not include the provision by Burstfire of any:
  - i) Space for hosting of Client Equipment;
  - ii) Any replacement equipment of any kind; or
  - iii) Any contingency arrangements (such as backup or disaster recovery services) designed to safeguard against events of Force Majeure;
- c. It has obtained and maintained all necessary underlying rights, wayleaves, licenses, and consents, and that it complies with all relevant legislation in relation to its use and receipt of the Services;
- d. It maintains, at its own cost, with the reputable insurance company such insurance cover against all risks which would normally be insured against by a prudent business of its type, including insurance in relation to its receipt of Services (and any loss that a failure of the Services would foreseeably cause to it) and in relation to third-party property or personnel (such as Burstfire's employees, agents, or subcontractors) harm that might be caused by the negligence or default of the Client, or the Client's employees or agents, or caused by any malfunctioning of the Client Equipment, and any related loss or business interruption; and the Client shall upon reasonable request provide Burstfire with evidence that such insurance has been effected and is and will be maintained. The Client agrees and acknowledges that the Client Equipment is not and will not be insured by Burstfire;
- e. Where Burstfire needs to attend to the Client's premises, that it shall prepare its premises before the arrival of Burstfire in accordance with Burstfire's reasonable instructions. The Client is responsible for restoring or replacing any items moved and any necessary redecoration;

- f. It shall afford Burstfire reasonable access at all times to its premises for the installation, connection, inspection and planned or emergency maintenance or removal of equipment, facilities and systems relating to the Services;
- 7.1.7. Comply with all Applicable Law, including applicable requirements relating to health and safety and electrical equipment;
- 7.1.8. Not hold itself out as being an agent, partner, representative or otherwise being entitled to bind Burstfire or any member of its company group (whether by committing it to contract or otherwise);
- 7.1.9. Not offer or attempt to re-sell, sub-license, or otherwise re-market any Services unless specifically permitted to do so by the terms of an Order Form (or as is specifically permitted by the terms of the Specification particular to that Service);
- 7.1.10. Not publish or cause anything to be published, whether in hard copy or by any electronic medium, which contains adverse or derogatory comments about Burstfire or any other member of its company group;
- 7.1.11. Provide Burstfire, in such form/format as Burstfire may direct, with the names and email addresses of all persons who are authorised to issue instructions to it and, where any of those persons cease to be so authorised, notify Burstfire immediately;
- 7.1.12. Ensure that no data received or transmitted by the Client via any of the Services will adversely affect, interfere with or be malicious to any of Burstfire's or any third-party networks, equipment, or software;
- 7.1.13. Ensure that the Client Equipment will not at any time perform operations designed to intercept data not directly addressed to the Client Equipment or otherwise breach or disrupt voice or Internet communications; and
- 7.1.14. Apply such security updates and patches as may, from time to time, be required to ensure compliance with the Order and generally Accepted Standards of information security.
- 7.2. In the event of any delays or failures in the Client's compliance with clause 7.1, Burstfire shall automatically be granted an extension to any affected timetable or delivery schedule equal to the length of the Client's delay or failure (or, where the disruption caused to Burstfire reasonably requires a longer period of time to remedy, an extension equal to the length of time so required) and the Client agrees and acknowledges that any such delays or non-compliance shall relieve Burstfire of any obligation or liability in respect of (a) any delays to any timetables or deadlines so affected, or (b) any failure to meet any Service Level which results from such a failure.

## 8. SYSTEM CAPACITY AND PERFORMANCE

- 8.1. Should the Client's usage of the Services, or any component of the Services, be in excess of any specification of capacity or bandwidth (or any similar or analogous measure) specified in any relevant Order Form or Service Terms, recommended by Burstfire and/or published by any vendor of the relevant components, then Burstfire shall not be liable for any degradation in the quality of any Service caused by such excess usage. Burstfire reserves the right to suspend the provision of the Services in such circumstances, giving as much notice as is reasonably practicable, where such excess usage exceeds any relevant capacity specifications.
- 8.2. If the Client chooses not to make any upgrade to its equipment, systems, or software which is recommended by Burstfire in accordance with clause 8.1, then Burstfire may notify the Client in writing that all support in respect of such Services or component(s) is thereafter provided on a reasonable efforts, discretionary and no liability basis, and following such notice any contrary provision contained in any applicable Order Form or Service Terms shall be deemed null and void until such time as Burstfire's recommended upgrades are implemented.
- 8.3. Where the Service performance is impacted by a capacity issue in the fashion described in clause 8.1 and (a) the Client fails to follow the recommendations of Burstfire in the fashion described in clause 8.2, and (b) as a result the Service is considered by Burstfire to be unsustainable, then without prejudice to clause 8.2 Burstfire may at its sole discretion terminate the Service or Order in question by thirty (30) days written notice to the Client.

## 9. FEES AND PAYMENT

- 9.1. The Client shall pay the Fees as set out in each Order Form as specified therein.
- 9.2. The Client shall be liable to pay Burstfire the value of all reasonable expenses incurred by Burstfire in the provision of the Services, including (where relevant) travel costs, hotels, and subsistence incurred by Burstfire in performance of Services at sites owned or operated by the Client. Where not otherwise specified in the Order Form, the amount payable by the Client shall be the full value of the expenses.
- 9.3. The Client shall pay all invoices within the timeframe specified on the face of the relevant invoice (or, where no timeframe is specified, within twenty-one (21) days of issue of the relevant invoice).
- 9.4. All invoices will be subject to VAT which will be payable in addition to the Fees for the Services specified therein.
- 9.5. Burstfire shall invoice the Client for the Services in monthly instalments in advance of receipt of the Services (unless otherwise specified in the Services Specification); and for reasonable

out-of-pocket expenses incurred in providing those services through failure of the Client to meet its obligations set out in this Agreement.

- 9.6. Where Burstfire wishes to enter into such an arrangement, Burstfire may collect Fees by way of a Direct Debit arrangement (which shall require the Client to complete a Direct Debit mandate as directed by Burstfire).
- 9.7. Burstfire reserves the right to levy their statutory right to charge late payment interest as provisioned by the Late Payment of Commercial Debts (Interest) Act 1998 and its amendment(s). In the event that the Client's procedures require that an invoice be submitted against a purchase order to payment, the Client shall be responsible for issuing such purchase order before the services are rendered. The Client shall reimburse all costs and expenses (including legal costs) incurred by Burstfire in the collection of any overdue amount. If the Client is committed to making a number of payments pursuant to this MSA, then all payments still to be made at the date of default shall immediately become due in full to Burstfire.
- 9.8. Subject to clause 9.3, if the Client fails to make full payment of any invoice by its due date Burstfire may give the Client written notice of the fact that it is in default (a "Payment Default Notice") and unless the amount of that invoice is paid in full within ten (10) Business Days of the Client's receipt of that Payment Default Notice, Burstfire may, without prejudice to any other rights it may have:
  - 9.8.1. Suspend the Services immediately until it has received payment in full of all sums due; and/or
  - 9.8.2. Terminate the Order for material irremediable breach immediately; and/or
  - 9.8.3. Exercise a lien over the equipment owned by the Client until such time as all outstanding payments are made in full (and, if payment is not received within a reasonable timeframe, Burstfire shall be entitled to sell or lease any such equipment in order to make good the Client's debt).
- 9.9. In addition to any rights specified in any relevant Service Terms, Burstfire reserves the right to increase the Fees (such increase shall be effective following expiry of the Initial Term) by giving not less than ninety (90) days' notice in writing to the Client. If the Client does not accept the increase, then it shall be entitled to terminate the Order for the relevant Services by giving not less than sixty (60) days' notice in writing, such notice to be given within thirty (30) days of receiving notice of the increased Fees. For the avoidance of doubt, the termination right set out in clause 9.8 shall not apply in respect of increases to the Fees made pursuant to other clauses of this Agreement or applicable Service Terms.
- 9.10. In addition to any rights specified in any relevant Service Terms, Burstfire reserves the right to increase the Fees in relation to each Service by a sum equal to any percentage increase in

the published Retail Prices Index (or any replacement method of indexation) or by a rate of up to ten per cent (10%), whichever is higher, at Burstfire's discretion, such an increase not to be made in respect to a Service within the first year of provision of that Service nor to be made more than once in any given twelve (12) month period.

- 9.11. All payments by the Client shall be made in pounds sterling (£) and without deduction or set off of any amount except where an Order Form specifically states otherwise.
- 9.12. Fees in relation to a particular Service may be amended at any time by Burstfire if the scope of, or functionality required in the Services changes or increases as a result of the Client's changed, requirements, or instructions. Where this occurs, the parties note that it is their intention that an amended Order Form shall be agreed and appended to the original Order.
- 9.13. Fees specified in Order Forms or elsewhere in this Agreement are exclusive of, and maybe increased without notice as a result of, the imposition by any relevant authority of any tax, levy, or charge on Services of the type specified therein (including, for the avoidance of doubt, any taxes specific to the telecommunications and/or fibre optic network industries). Such increases shall not incur any penalty for Burstfire, nor give rise to any right to cancel, suspend, or terminate any Order or Service.
- 9.14. In the event that additional Fees are incurred by Burstfire, whether during or after the Initial Term of a Service, as a result of:
  - 9.14.1. Any alteration or addition to the schedule of work for the Services as detailed in the Order Form or as otherwise agreed in writing;
  - 9.14.2. Abortive visits to the Client's premises arising from failure or delay by the Client in providing access to Burstfire or its subcontractors;
  - 9.14.3. Delays arising from the failure of the Client to provide access, data, or information reasonably required by Burstfire from time to time or failure or delays by the Client in attending or arranging meetings reasonably required by Burstfire in order to perform the Services;
  - 9.14.4. Any other breach of this MSA by the Client;Burstfire shall be entitled to recover such reasonable additional Fees from the Client and the Client shall fully indemnify and keep Burstfire indemnified in respect of the same.
- 9.15. Burstfire reserves the right to invoice the Client via any company within its company group from time to time. For the avoidance of doubt, such action shall not affect the rights and obligations of the parties hereunder.
- 9.16. Burstfire shall be entitled to charge for any costs reasonably incurred by it resolving any complaints or reports received from any governmental or other competent authority or from any emergency service organisation in relation to the Client's use of the Services.

- 9.17. Where Burstfire receives any enquiry of the type described in clause 9.15 then it shall, where not prevented by law from doing so, inform the Client of such enquiry and shall (to the extent that it is permitted to do so) consult with the Client as to the form that any response from Burstfire shall take.
- 9.18. Burstfire reserves the right to increase the Fees for Services where costs are increased by the original supplier, provided Burstfire gives no less than thirty (30) days' notice in writing to the Client.

## 10. SERVICE CREDITS

- 10.1. Service Credits may be available against certain losses of service and/or failures to meet Service Levels where expressly stated and defined in the applicable Service Terms.
- 10.2. If, in Burstfire's reasonable opinion, only a proportion of a particular Service is affected by a loss of service which engages the Services Levels, Burstfire shall credit the Client's account with the corresponding proportion of the applicable Service Credit. For the purpose of calculating the proportion of a Service Credit due to the Client, Burstfire (in its sole discretion but acting reasonably) shall determine which proportion of the Service was affected by the relevant loss of service.
- 10.3. The calculation of the Service Credit shall be as specified in the relevant Service Terms.
- 10.4. The maximum Service Credit granted in any given calendar month is limited to the amount of Fees payable by the Client in respect of that calendar month unless the relevant Service Terms specifically state otherwise.
- 10.5. A Service Credit shall not be credited to the Client unless the Client requests it from Burstfire within thirty (30) days of the first date on which Burstfire failed to meet the relevant Service Level in the fashion that entitled the Client to claim that Service Credit. Any claim for a Service Credit must be made in writing. If the Client fails to claim any Service Credit in the period specified in this clause 10.5 then its entitlement to claim that Service Credit will lapse. A Service Credit which is claimed by the Client shall be applied by Burstfire as a reduction to the next invoice payable by the Client.
- 10.6. The parties agree that Service Credits shall be the sole and exclusive remedy of the Client for the relevant loss of service and/or Burstfire's failure to meet the applicable Service Levels in respect of which they are granted.
- 10.7. On expiry or termination of this MSA or any Order for any reason outstanding Service Credits shall not be recoverable by the Client.

## 11. INTELLECTUAL PROPERTY

- 11.1. In consideration for full and timely payment of all Fees due from the Client, Burstfire grants to the Client a non-exclusive, non-transferable license for the term of the respective Order, to use any software, reports, information, or other material produced or provided by Burstfire pursuant to an Order Form for the duration of the relevant Order and pursuant to the terms of this Agreement for the Client's own internal purposes. The copyright and any other intellectual property rights in such material shall be vested in and remain the absolute property of Burstfire or its licensors. Nothing in this Agreement shall operate to prevent Burstfire from making use of any know-how, or any materials or principles, learned or developed during the performance of its obligations pursuant to this Agreement.
- 11.2. Nothing in this Agreement shall have the effect of transferring, assigning, or licensing any intellectual property rights from Burstfire to the Client unless the contrary is specifically stated.
- 11.3. Where the Client requires the use of licensed software, code, access control lists, or other configuration information ("Licensed Software") to use the Services supplied under any Order Form, then such Licensed Software shall be identified in the Order Form and Burstfire will provide the Client with either:
  - 11.3.1. Where the Licensed Software is owned, customised, or created by Burstfire; for the duration of the term of the Order, a non-exclusive, non-transferrable license to use such Licensed Software for its internal purposes only and solely to the extent required to permit delivery of the Services. The Client will in no event be entitled to claim title to or any ownership interest in the Licensed Software (or any derivations, modifications, or improvements thereto), and the Client will execute any documentation reasonably required by Burstfire to recognise Burstfire's existing and continued ownership of or rights to the Licensed software, or
  - 11.3.2. Where the Licensed Software is licensed by Burstfire from a third-party provider, the benefit of the extent of the licence granted to Burstfire by the licensor of the Licensed Software, the scope of which shall be specified in the Service Description or otherwise notified in writing to the Client and incorporated in the Order. In such cases the Client accepts that it may be obliged to accept any end-user terms specified by the provider of the relevant Licensed Software.
- 11.4. The Client agrees that it will not, and will not allow others for whom it is responsible to: copy any Licensed Software except as allowed and permitted by the express written consent of Burstfire and/or the relevant software provider; reverse engineer, decompile or disassemble the Licensed Software, except where the Client may decompile the Licensed Software only to the extent expressly permitted by law; sell, pledge, lease, license, sublicense or otherwise deal in the Licensed Software; create, write, or develop any derivative software or any other



software program based on the Licensed Software or any Confidential Information of Burstfire; or take any action prohibited by the owner of the Licensed Software, provided that Burstfire and/or the relevant software provider notified the Client in advance of such prohibitions.

## 12. CONFIDENTIALITY

- 12.1. Burstfire and the Client will each treat as confidential all Confidential Information obtained from each other under or in connection with this MSA and any Order.
- 12.2. Burstfire and the Client shall not use the other's Confidential Information except for the purpose of exercising or performing their respective rights and obligations under this Agreement (such use a "Permitted Purpose") and shall not disclose such Confidential Information in whole or in part to any third-party, except as expressly permitted by this clause 12.
- 12.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed to third parties by its Representatives in violation of this clause 12.
- 12.4. The Client acknowledges that Burstfire's Confidential Information includes any designs, plans, software, or other materials created by Burstfire in connection with the Services and the Client agrees not to make use of any such information for any purpose other than receipt of the Services from Burstfire.
- 12.5. Burstfire acknowledges that the Client Data is the Confidential Information of the Client.
- 12.6. A party may disclose the other party's Confidential Information to its employees and/or professional advisors who need to know such Confidential Information for the Permitted Purpose, provided that:
  - 12.6.1. It informs parties of the confidential nature of the Confidential Information prior to disclosure; and
  - 12.6.2. At all times it is responsible for such representatives' compliance with the confidentiality obligations set out in this clause 12.
- 12.7. A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 12.8. The restrictions set out in this clause 12 do not apply to information which:
  - 12.8.1. Is or becomes generally available to the public (other than as a result of its disclosure by the receiving party, or such parties to whom that party has disclosed such information pursuant to clause 12.6, in breach of this clause 12);



- 12.8.2. Was available to the receiving party on a non-confidential basis prior to disclosure by the disclosing party;
  - 12.8.3. Was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
  - 12.8.4. Is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 12.9. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this MSA, or an Order, are granted to the other party or may be implied.
- 12.10. The provisions of this clause 12 shall continue to apply after termination of this MSA, or the expiry of the last Order entered into pursuant to its terms, for a period of two (2) years.

### 13. LIMITATION OF LIABILITY

- 13.1. This clause 13 sets out the entire liability of each party (including the liability for the acts or omissions of its employees, agents, and subcontractors) to the other in respect of any loss or damage suffered by the other which arises from its subject matter, whether the same arises from any breach of contract, tortious act, breach of statutory duty, or otherwise, and irrespective of how such loss or damage is claimed, or whether either party foresaw or was made aware of the possibility of it.
- 13.2. Except as expressly and specifically provided in any Order Form or Service Terms:
- 13.2.1. The Client assumes sole responsibility for results obtained from the use and/or receipt of Services, and for any conclusions drawn from such results and/or actions taken or not taken in reliance on the same; and
  - 13.2.2. Burstfire shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to Burstfire by the Client in connection with the Services, or any actions taken by Burstfire at the Client's direction.
- 13.3. Nothing in this Agreement shall exclude or limit either party's liability for:
- 13.3.1. Death or personal injury caused by that party's negligence;
  - 13.3.2. Fraud or fraudulent misrepresentation;
  - 13.3.3. Any other liability which cannot be lawfully limited or excluded.
- 13.4. No limitations on liability shall apply to the Client's liability to pay any Fees due pursuant to the terms of this Agreement, nor for the liability of the Client to pay interest due thereon.
- 13.5. Subject to clauses 13.3 and 13.4, neither party shall be liable to the other or to any third party for:

- 13.5.1. Any indirect or consequential loss or damage;
- 13.5.2. Any loss, howsoever arising, which related to loss of revenues, profits, contracts, business, data, use of money, or any failure to make any anticipated saving; and
- 13.5.3. Any loss of goodwill or reputation.
- 13.6. Subject to clauses 13.3 and 13.4, the total cumulative liability of either party arising under or in connection with any Order shall be limited to the sum equal to one hundred per cent (100%) of the Fees paid or payable by the Client in respect of that Order in the twelve (12) month period which preceded the first occasion on which relevant loss or damage was incurred by the claiming party.

#### 14. **SUSPENSION OF SERVICES**

- 14.1. Burstfire may, at its sole discretion upon giving notice to the Client either orally (confirming such notification in writing) or in writing, elect to suspend all or part of the Services until further notice where:
  - 14.1.1. It is entitled to terminate any Order pursuant to clause 15.1 or 15.2;
  - 14.1.2. It reasonably suspects that the Services are being used in breach of clause 4.1, or fraudulently or otherwise unlawfully;
  - 14.1.3. It is entitled to suspend provision of any other service under the terms of any other agreement between Burstfire and the Client; or
  - 14.1.4. It is obliged to do so in order to comply with an order, instruction, or request of government, an emergency services organisation, or other competent administrative or regulatory authority.
- 14.2. Any exercise by Burstfire of its right to suspension in respect of an event referred to in this clause 14 shall not exclude Burstfire's right subsequently to terminate an Order or to claim any applicable remedies in respect of the Client's breach.
- 14.3. Suspension of the Services for any reason will not relieve the Client of any duty to pay any invoice and all Orders will remain in effect.
- 14.4. In the event that a suspension is implemented as a consequence of the breach, fault, or omission of the Client, the Client shall reimburse Burstfire for all reasonable costs and expenses incurred in the implementation of such suspension and/or the recommencement of the provision of the Services as appropriate.
- 14.5. Burstfire shall not be liable to the Client for any fees incurred by the Client for the use of other services, whether provided by Burstfire or any other party during any period of unavailability, occurring as a result of implementing a suspension pursuant to clause 14.1.

## 15. TERMINATION

- 15.1. Burstfire shall be entitled to terminate any Order forthwith by giving notice in the event that:
  - 15.1.1. The Client fails to pay any amount due under that Order and fails to pay such amount within ten (10) Business Days of being notified in writing to do so;
  - 15.1.2. Burstfire has terminated, or is entitled to terminate, any other contract that it has entered into with the Client on any grounds which are the same as, or are analogous to, those set out in this clause 15.
- 15.2. Either party shall be entitled to terminate an Order by giving notice in writing to the other party if:
  - 15.2.1. The other party commits a material breach of that Order and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
  - 15.2.2. The other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act of 1986, enters bankruptcy or (being a partnership) has any party to whom any of the foregoing apply;
  - 15.2.3. The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 15.2.4. A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 15.2.5. An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company).
  - 15.2.6. The holder of a qualifying charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 15.2.7. A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

- 15.2.8. A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;
- 15.2.9. Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 15.2.2 – 15.2.8 (inclusive);
- 15.2.10. The other party suspends, ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 15.2.11. The other party threatens, whether orally or in writing (whether in hard copy, by any electronic medium or otherwise) to adversely affect the ongoing operations of the first party's business or that of any member of its group provided that this clause shall not apply to any action taken by Burstfire in accordance with an Order or at any time that the Client has not paid the Fees by the due date or is otherwise in breach of an Order.
- 15.3. If a party has the right to terminate any Order pursuant to clauses 15.1 or 15.2, it may instead elect to terminate one or more of the individual Services provided thereunder, in which event such Services shall be so terminated by the Order will continue in full force and effect in relation to all of the other Services provided thereunder.
- 15.4. Any provision of an Order which expressly or by implication is intended to come into or continue in force on or after termination of that Order shall remain in full force and effect.
- 15.5. Termination of an Order, for any reason, shall not affect the accrued rights, remedies, obligations, or liabilities of the parties accrued before the date of its termination or expiry.
- 15.6. On termination of an Order for any reason, then without prejudice to any other right Burstfire may have, the following provisions shall apply to such termination as appropriate:
  - 15.6.1. Burstfire shall immediately cease provision of the Services contracted for as part of that Order;
  - 15.6.2. All amounts payable by the Client to Burstfire pursuant to that Order's terms shall become immediately due (subject to receipt by the Client of a valid invoice in respect of the same);
  - 15.6.3. The Client shall pay Burstfire's reasonable cost for storing any equipment owned by the Client at its premises which is not collected from those premises within fifteen (15) days of termination of the Order;
  - 15.6.4. Each party shall return and make no further use of any equipment, property, materials, IP addresses, and other items (and all copies of them) belonging to the other party; and

- 15.6.5. Burstfire may destroy or otherwise dispose of any of the Client Data in its possession.
- 15.7. Notwithstanding its obligations in clause 15, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy under clause 15, it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain unless prohibited to do so by law. Clause 12 shall continue to apply to any such retained documents and materials.
- 15.8. Clauses which are by their nature clearly designed to survive the termination of this Agreement shall continue in full force and effect after its termination.

## 16. FORCE MAJEURE

- 16.1. The Client acknowledges and agrees that Burstfire does not and cannot control the flow of data to or from its networks or the storage of data held outside its networks. Such flow and/or storage depend, in large part, on the performance of the Internet services and/or telecommunications networks provided or controlled by third parties. At times, actions, or inactions of such third parties can impair or disrupt Burstfire's connections to the Internet (or portions thereof) or such other platforms upon which access to the Services may be provided. Although Burstfire will use reasonable efforts to take all actions reasonably necessary to remedy and avoid such events, Burstfire cannot guarantee that such events will not occur. Accordingly, save as provided expressly in an Order, Burstfire gives no warranty in relation to such events and any occurrence of such will be classed as an event of Force Majeure.
- 16.2. Each party will give notice forthwith to the other party upon becoming aware of an event of Force Majeure, such notice to contain details of the circumstances giving rise to the event of Force Majeure.
- 16.3. If a default due to an event of Force Majeure shall continue for more than sixty (60) days, then either party will be entitled to terminate any affected Orders (subject always to the terms of clause 15.3) by giving not less than thirty (30) days written notice to the other. Neither party shall have any liability to the other in respect of the termination of an Order as a result of an event of Force Majeure save and except for the Client's payment obligations up to and including the effective date of termination of the relevant Order.

## 17. DATA PROTECTION, RIPA 2000, AND INFORMATION SECURITY BEST PRACTICE

### Processor's obligations

- 17.1. The parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remote, or replace, a party's obligation under the Data Protection Legislation.

- 17.2. The parties agree that for the purposes of the Data Protection Legislation, the Client shall be the Data Controller and Burstfire shall be the Data Processor in respect of any Personal Data which is transferred from the Client to Burstfire in accordance with this Agreement. Such Personal Data is anticipated to include:
- 17.2.1. Information relating to the customers and employees of the Client, as they may be inputted into, or processed in the course of, various services provided by Burstfire to the Client. Such processing shall take place during the provision by Burstfire of the Services to the Client in accordance with this Agreement.
- 17.3. The Client consents to Burstfire appointing third-party processors to process the Personal Data under this Agreement. Where Burstfire appoints a third party to process Personal Data, it shall only use Data Processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing meets the requirements of the GDPR and ensures the protection of the rights of Data Subjects.
- 17.4. Burstfire shall:
- 17.4.1. Only process the Personal Data for the performance of its obligations under pursuant to this Agreement and in accordance with the written instructions of the Client, including with regards to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which Burstfire is subject; in such a case, Burstfire shall inform the Client of that legal requirement before processing, unless that law prohibits such disclosure from being made;
- 17.4.2. Ensure that persons with access to the Personal Data are subject to a strict duty of confidentiality or are under an appropriate statutory obligation of confidentiality;
- 17.4.3. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, having regard to the state of technological developments and the costs of implementing any measures;
- 17.4.4. Ensure that, where it does not engage with a third-party processor in accordance with clause 17.3, it will enter into a written agreement incorporating the same data protection obligations set out in clause 17 of this Agreement;
- 17.4.5. Assist the Client in responding to any request from any Data Subject which concerns the exercise of that Data Subject's right under the GDPR (subject to the reimbursement by the Client of all costs reasonably incurred in the course of the same);
- 17.4.6. Assist in ensuring compliance with the Client's obligations under Article 32 to 36 of the GDPR, including in respect to the security, breach notifications, impact

assessments and consultations with supervisory authorities or regulators (subject to the reimbursement by the Client of all costs reasonably incurred in the course of the same);

- 17.4.7. Notify the Client without undue delay after becoming aware of any relevant Personal Data breach;
- 17.4.8. At the written instruction of the Client, securely delete or return all Personal Data and copies thereof to the Client on termination of this Agreement unless Union or Member State law requires storage of that Personal Data;
- 17.4.9. Maintain records of all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and grant the Client and its auditors' access to Burstfire's processing facilities to conduct audits and inspections (subject to the reimbursement by the Client of all costs reasonably incurred in the course of the same); and
- 17.4.10. Immediately inform the Client if, in its opinion, any instruction given by the Client infringes the GDPR or other Union or Member State data protection provisions.

#### Data Protection Indemnity

- 17.5. Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages, or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations pursuant to this clause 17.7. In order to avail itself of this indemnity, the claiming party must: promptly notify the indemnifier of any relevant claim of which the indemnified party becomes aware; not make any admission of liability or offer to settle in respect of any relevant claim without the prior written permission of the indemnifier; grant the indemnifier full control of all relevant proceedings on request, and; provide the indemnifier with such assistance in dealing with such claims as it may reasonably request.
- 17.6. The parties acknowledge that to the extent that either party is a Data processor pursuant to this Agreement it will be reliant on the other, the Data Controller, for direction as to the extent to which the Data Processor is entitled to use and process the relevant Personal Data. Consequently, the Data Processor will not be liable to the Data Controller for any claim brought by a Data Subject arising from any action or omission by the Data Processor, to the extent that such action or omission resulted directly from the Data Controller's instructions.

#### Ancillary Provisions

- 17.7. Subject to and in accordance with Data Protection Legislation, the Client consents to Burstfire collecting data about the Client's use of the Services and to it providing such data to any

governmental or regulatory body in any fashion that it is required to do in order to comply with any applicable law and regulations.

- 17.8. Burstfire shall comply with the Regulation of Investigatory Powers Act 2000 and similar or subordinate legislation or requirements made hereunder and as modified from time to time and the Client consents to Burstfire doing all such acts as may be required of it to comply with such requirements.

## 18. TUPE

- 18.1. Both parties warrant that there will be no relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"), and each party hereby indemnifies the other party against all losses, damages, liabilities, and reasonable costs and expenses arising in connection with any claim (whether successful or not) arising under, or in connection with the application of TUPE.

## 19. ANTI-BRIBERY

- 19.1. Each party shall:
- 19.1.1. Comply with all applicable laws, regulations, mandatory codes, and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("Relevant Requirements");
  - 19.1.2. Have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
  - 19.1.3. Promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of any Order; and
  - 19.1.4. Immediately notify the other party if a foreign public official becomes one of its officers or employees or acquires a direct or indirect interest in the first party (and the first party warrants that it has no foreign public officials as officers, employees, or direct or indirect owners at the date of any Order).
- 19.2. Any breach of the clause 19 shall be deemed a material breach under clause 15.
- 19.3. For the purposes of this clause 19, a person associated with a party includes any subcontractor of that party.



## 20. WAIVER

- 20.1. No failure or delay by a party to exercise any right or remedy provided under the terms of this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right of remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## 21. CAPACITY

- 21.1. Each party warrants to the other that:
- 21.1.1. It has full capacity and authority to enter into and perform its obligations under this Agreement; and
- 21.1.2. This Agreement, and all Orders entered into pursuant by it, are and will be executed by its duly authorised representatives who have the power and authority to commit it to their respective terms.

## 22. SEVERANCE

- 22.1. If any court or administrative body finds that any provision of this Agreement (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 22.2. If any invalid, unenforceable, or illegal provision of this Agreement would be valid, enforceable, and legal if amended, the parties shall negotiate in good faith to amend such provision that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

## 23. ENTIRE AGREEMENT

- 23.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understanding and agreements between them relating to its subject matter.

## 24. ASSIGNMENT AND SUBCONTRACTING

- 24.1. The Client shall not be entitled to assign or subcontract all or any of its rights or obligations under this Agreement without the prior written consent of Burstfire, such consent not to be unreasonably withheld or delayed.
- 24.2. Burstfire shall be entitled to assign or subcontract all or any of its rights and obligations under this Agreement (or any Order) to any person without the prior written consent of the Client.

## 25. THIRD-PARTY RIGHTS

- 25.1. This Agreement and its Orders are made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it. Nothing in this Agreement shall preclude the right of a member of Burstfire's group from making any claim against the Client in the event that such rights are assigned to it pursuant to clause 24.

## 26. DISPUTE RESOLUTION

- 26.1. The parties agree to use reasonable endeavours to resolve any dispute or claim relating to an Order in accordance with this clause 26 in good faith. Each party must follow the procedures in this clause 26 before starting court proceedings (except for urgent injunctive or declaratory relief).
- 26.2. If a dispute or claim arises between the parties that cannot be resolved promptly between the parties at an operational level, either party may notify the other party of a formal dispute. Each party must nominate a senior executive to meet within fifteen (15) Business Days of the date of the notice (or any other agreed period) to make good faith efforts to resolve the dispute or claims.

## 27. NOTICES

- 27.1. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or (in any other case) its principal place of business.
- 27.2. Any notice or communication shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or otherwise at 9:00 am on the second Business Day after posting or at the time recorded by the delivery services.

## 28. GOVERNING LAW AND JURISDICTION

- 28.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 28.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual dispute or claims).

## 29. CHANGES TO THIS AGREEMENT

- 29.1. Burstfire may add, delete, or change the terms of this Agreement at any time. Burstfire will inform the Client of changes when legally required and will try to inform the Client of the nature of any material changes even when not legally required to do so.
- 29.2. Burstfire may communicate changes by either mail, email, or a notice on Burstfire's website and will make the updated terms available on Burstfire's website.
- 29.3. The Client agrees that by continuing to use the Services after the date that changes are posted, such changes will be effective for transactions made after that date, whether or not the Client accesses the website or otherwise receives actual notice of the changes.
- 29.4. Material changes made to this Agreement will be communicated and agreed to by both parties before taking effect.



## SCHEDULE 1 – DEFINITIONS

The following terms shall have the following meanings when used in this Agreement (save where the context clearly and unambiguously requires otherwise):

<b>Accept</b>	Means acceptance by the Client of a particular Service, which may be express or deemed, and which shall be taken as confirmation by the Client that the relevant Service has been supplied without Defects (and terms such as “Accepted” shall be interpreted accordingly);
<b>Acceptable Use Policy</b>	Means any policies set out in a Schedule of this MSA titled “Acceptable Use Policies” (or such policies as Burstfire may publish on its website or notify the Client of in writing from time to time);
<b>Agreement</b>	Means the terms of the Master Services Agreement and all of its Schedules, as well as any terms agreed between the parties to it in Order Forms;
<b>Business Day</b>	Means a Monday, Tuesday, Wednesday, Thursday, or Friday which is not a public or bank holiday in the United Kingdom;
<b>Commencement Date</b>	Means the date on which the MSA is entered into by the parties to it;
<b>Confidential Information</b>	Means all information (however recorded or preserved) that is disclosed or made available (in any form or medium), directly or indirectly, by one party of this MSA to the other, which relates to the business of the disclosing party, and which is marked as “confidential” or which a reasonable individual would recognise was of a confidential or sensitive nature;
<b>Client Data</b>	Means all data provided by the Client to Burstfire during the term of this Agreement;
<b>Client Equipment</b>	Means any and all equipment owned and/or operated by the Client irrespective of where such equipment may be situated; including for the avoidance of doubt, equipment located at premises controlled by the Client or by Burstfire;
<b>Data Controller</b>	Shall have the meaning of “data controller” set out in the Data Protection Legislation;
<b>Data Processor</b>	Shall have the meaning of “data processor” set out in the Data Protection Legislation;
<b>Data Protection Legislation</b>	Means, for such time as they are in force in England and Wales, the DPA, the GDPR and all related legislation which may supplement, amend,

implement, or replace them and which relates to the protection of an individual's rights in their personal data and the protection of their privacy;

<b>Data Subject</b>	Shall have the meaning "data subject" set out in the Data Protection Legislation;
<b>Defect</b>	Means a failure of a Service to operate in accordance with its agreed Specification in all material respects;
<b>DPA</b>	Means Data Protection Act 2018;
<b>Fees</b>	Means all fees due to Burstfire from the Client pursuant to the terms of this Agreement, as shall be specified in Order Forms agreed pursuant to its terms;
<b>Force Majeure</b>	Means, without limitation, any event of flood, drought, earthquake or other natural disaster, any epidemic or pandemic, any terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical, or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition, any collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, or any interruption or failure of any utility service;
<b>GDPR</b>	Means Regulation (EU) 2016/679 and/or such legislation as may give effect to its terms in England and Wales;
<b>Go Live Date</b>	The date on which Burstfire considers that a Service is ready for use by the Client;
<b>Initial Term</b>	Shall, in respect of an Order, have the meaning specified in the Order Form specific to that Order or, where the Order Form does not specify, the meaning set out in the relevant Service Terms. Where both the Order Form and the Service Terms are silent, the definition set out in clause 3.3 shall apply;
<b>Installation</b>	Means, where such activity is required, the physical delivery and setup of a Service, whether the same occurs on a site controlled by the Client or Burstfire (and terms such as "Installed" shall be interpreted accordingly);
<b>Office Hours</b>	Means the business hours set out on Burstfire's website or, in respect of a particular service, such hours may be specified in the Order Form which relates to that Service;

<b>Order</b>	Means an order of Services which is placed by the Client with Burstfire pursuant to the terms of this MSA, the relevant Service Terms, and the Order Form which specifies the parameters of that Order;
<b>Order Commencement Date</b>	Shall have the meaning set out in clause 3.1;
<b>Order Form</b>	Means a written confirmation from the Client which indicates that it wishes to place an Order for Services with Burstfire, which make take the form of a written order form, an email confirming acceptance of an Order, or the submission of a digital acceptance by way of an e-commerce platform or similar service;
<b>Personal Data</b>	Shall have the meaning set out in the Data Protection Legislation;
<b>Processing and Process</b>	Shall, when used in the context of activity relevant to Data Protection Legislation, have the meaning set out in that Data Protection Legislation;
<b>Renewal Term</b>	Shall, in respect of an Order, have the meaning specified in the Order Form specific to that Order or, where the Order Form does not specify, the meaning set out in the relevant Service Terms. Where both the Order Form and the Service Terms are silent, the definition set out in clause 3.3 shall apply;
<b>Service</b>	Means a service provided by Burstfire to the Client pursuant to the terms of this Agreement, as shall be specified in the applicable Order Form;
<b>Service Credit</b>	Means a credit issued against payable Fees, which Burstfire shall grant to the Client in the event that the Service Levels are breached in a fashion that the applicable Service Terms specify shall entitle the Client to receive such a credit;
<b>Service Levels</b>	Means the Service Levels provided in respect of Services, as shall be specified in each Service's Service Terms;
<b>Service Terms</b>	Means the schedules to this MSA which specify terms applicable to the various Services that are to be provided pursuant to its terms;
<b>Specification</b>	Means, in respect of a Service, the specification of that Service agreed in its Order Form and any relevant Service Terms;
<b>Supported Software</b>	Means software which is known to Burstfire and which its Services are designed to be compatible with, as shall be specifically set out in Order Forms depending on the Service being provided;

**In Writing**

Means, in relation to a notice given, either written in a physical format such as a letter, or sent by email (but not by any other electronic medium).

Clause, schedule, and paragraph headings shall not affect the interpretation of the Agreement and are provided solely for the convenience of the reader.



## SCHEDULE 2 – SERVICE SPECIFIC TERMS

### MANAGED IT SUPPORT SERVICES

#### 1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

<b>Commercially Reasonable Efforts</b>	the same degree of priority and diligence with which Burstfire meets the support needs of its other similar customers.
<b>Contact List</b>	a current list of Supplier contacts and telephone numbers to enable the Client to escalate its Support Requests, including: <ol style="list-style-type: none"> <li>the first person to contact; and</li> <li>the persons in successively more qualified or experienced positions to provide the support sought</li> </ol>
<b>Client Cause</b>	any of the following causes: <ol style="list-style-type: none"> <li>any improper use, misuse, or unauthorised alteration of the Services by the Client;</li> <li>any use of the Services by the Client in a manner inconsistent with the Service Specification or Instructions (written or verbal) given by Burstfire;</li> <li>the use by the Client of any hardware or software not approved by Burstfire for use by the Client in connection with the Services; or</li> <li>the use of a non-current version of release of any software</li> </ol>
<b>Fault</b>	any failure of the Services to operate in all material respects in accordance with the Service Specification.
<b>Master Service(s) Agreement</b>	Burstfire's Terms and Conditions
<b>Help Desk Support</b>	any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve the most support issues.
<b>Higher-level Support</b>	any higher-level support provided by an individual on the Contact List
<b>Out-of-Scope Services</b>	any of the following services: <ol style="list-style-type: none"> <li>Any services provided by Burstfire in connection with any apparent problem regarding the Services reasonably determined by Burstfire not to have been caused by a Fault, but rather by a Client Cause or a</li> </ol>



cause outside of Burstfire's control (including any investigational work resulting in such a determination); or

- b. Any Higher-level Support provided in the circumstances specified in 2.3.

<b>Service Credits</b>	the service credits specified in the Service Credits Table
<b>Service Levels</b>	the service level responses and response times referred to in the Service Level Table
<b>Service Specification</b>	the specific services, functions, and deliverables (if any) to be provided by Burstfire to the Client as details in Appendix B
<b>Solution</b>	either of the following outcomes: <ul style="list-style-type: none"> <li>a. Correction of a Fault; or</li> <li>b. A workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by Burstfire) that is reasonably acceptable to the Client</li> </ul>
<b>Support Request</b>	a request made by the Client for support in relation to the Services
<b>Third Parties</b>	other suppliers, service providers, vendors, and other third parties contracted with the Client

1.2. The following rules of interpretation shall apply:

- a. terms, as defined in the Master Service Agreement, shall have the same meaning when used in this Agreement; and
- b. rules of interpretation in the Master Service Agreement shall apply to this Agreement; and
- c. Appendixes A through I inclusive shall form part of this Agreement.

## 2. SERVICES AND SUPPORT

2.1. As part of the Services, Burstfire shall:

- a. Provide Help Desk Support by emailing [support@burstfire.net](mailto:support@burstfire.net) or in business-critical situations by calling 020 7127 4921.
- b. Commit appropriate resources to the provision of Higher-level Support;
- c. Where Help Desk Support is not provided within the relevant Service Level response time, and the Client escalates its Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-level Support;
- d. Use Commercially Reasonable Efforts to correct Faults reported under clause 4; and

- e. Provide technical support for any software provided by Burstfire as part of the Services in accordance with the Service Levels.
- 2.2. Any Higher-level Support requested by the Customer and provided by an individual whose qualification is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-Scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.
- 2.3. Burstfire may reasonably determine that any services are Out-of-Scope Services. If Burstfire makes any such determination, it shall promptly notify the Client of that determination.
- 2.4. The Client acknowledges that Burstfire is not required to provide Out-of-Scope Services.

### 3. FEES

- 3.1. In addition to the Service Fee, Burstfire shall be entitled to charge (on a time and materials basis) where:
  - a. No Fault is found;
  - b. Out-of-Scope Services are required; or
  - c. The cause of the incident that gave rise to the Support Request is one or more of the following:
    - i) That power has been switched off or disconnected from a socket, device, or external power supply unit;
    - ii) That a network cable is disconnected at the device, data point, switch, or hub, including at the communications cabinet;
    - iii) That the Fault relates to a telephone line and/or broadband circuit unless the telephone line and/or broadband circuit has been supplied and is currently supported by Burstfire under a managed services agreement;
    - iv) That the Fault relates to a Wi-Fi router unless that Wi-Fi router has been supplied and is currently supported by Burstfire under a managed services agreement; or
    - v) Burstfire reasonably believes that the Fault has been caused (wholly or in part) by damage or interference with equipment or software by the Client.

### 4. SUBMITTING SUPPORT REQUESTS

Each Support Request shall include a description of the problem and the start time of the incident.

- 4.1. The Client shall provide Burstfire with:
  - a. Prompt notice of any Faults; and
  - b. Such output and other data, documents, information, assistance, and (subject to compliance with all Client's security and encryption requirements notified to Burstfire in writing) remote access to the Client's information technology systems and infrastructure,

as are reasonably necessary to assist Burstfire to reproduce operating conditions similar to those present when the Client detected the relevant Fault and to respond to the relevant Support Request.

- 4.2. The Client acknowledges that to properly assess and resolve Support Requests, it may be necessary to permit Burstfire direct access at the Client's premises, direct access to the Client's information technology systems, and/or direct access to the Client's files, equipment, and personnel.
- 4.3. The Client shall provide such access promptly, provided that Burstfire complies with the Client's security requirements and other policies and procedures relating to contractors entering and working on the Clients notified to Burstfire.

## 5. SERVICE LEVELS

- 5.1. Burstfire shall:
- Prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
  - Resolve all Support Requests in accordance with the responses and resolution times specified in the table set out below:

REASON	PRIORITY	RESPOND	RESOLVE
Service Not Available (All users and functions unavailable)	<b>CRITICAL</b>	30 Minutes	Plan within 8 Hours
Significant degradation of service (Large number of users or business critical functions affected)	<b>HIGH</b>	1 Business Hour	8 Hours
Limited degradation of service (Limited number of users affected, business process can continue with workarounds)	<b>NORMAL</b>	2 Business Hours	5 Business Days
Service Requests (New equipment requests, new starters/leaver)	<b>SERVICE</b>		7 Business Days

- 5.2. Burstfire and the Client may agree to vary the Service Level Response Times and Resolution Times.

- 5.3. Burstfire shall give the Client regular updates of the nature and status of its efforts to correct any Fault.
- 5.4. The Client acknowledges that the achievement of the Service Levels by Burstfire may require the coordinated, collaborative effort of Third Parties.
- 5.5. The Client acknowledges that where Third Party involvement is required, Burstfire may advise that Resolution targets may be missed depending on Third Party SLA and response times.
- 5.6. The Response and/or Resolution Times shown in the table above shall not apply to the following:
  - a. Additions, moves, or changes to users, devices, configurations, or network;
  - b. Issues reported otherwise than in accordance with paragraph 4.2 above;
  - c. Issues reported outside of Service Hours;
  - d. Issues caused by Equipment or Software not meeting Burstfire's Minimum Standards (see Section 7 and Appendix A);
  - e. Requests relating to Software that is not Approved Software (see Appendix D);
  - f. Issues that have been caused by the Client not acting on advice or recommendations given by Burstfire;
  - g. Issues caused by the Client or Third Parties modifying any Equipment or Software configuration;
  - h. Issues related to user-initiated virus and malware infections;
  - i. Issues involving the sourcing of Equipment or Software; and
  - j. Issues involving Equipment or Software that are not under current warranty or maintenance coverage.

## 6. WHAT'S COVERED

- 6.1. As part of this Agreement, Burstfire endeavours to include all general day-to-day, business-as-usual IT support items that are typically required to run a typical Business Technology Baseline Infrastructure. A list of items covered under this Agreement can be found in Appendix B.
- 6.2. Anything not included in Appendix B is explicitly excluded from this Agreement and will be billed at Burstfire's standard rates as found in Appendix C.
- 6.3. From time to time, Burstfire may provide support for items not explicitly included in Appendix B without charge, however this is at the sole discretion of Burstfire.

## 7. SERVICE CREDITS

- 7.1. If Burstfire fails to provide a Solution within the relevant Service Level Resolution Time, the Client may be eligible for a Service Credit provided that the relevant Fault or other problem:

- a. Did not result (wholly or in part) from a Client Cause or a cause outside of Burstfire's control (including, but not limited to, a Force Majeure Event or any delay or failure by a Third Party); and
  - b. Was promptly notified to Burstfire under clause 4.2.
- 7.2. Burstfire shall evaluate all information reasonably available to it and make a good faith determination of whether a Service Credit is owed.
- 7.3. The amount of Service Credit will be equivalent to a day's Service Fee per each hour or part hour in which Burstfire failed to provide a Solution beyond the Service Level Resolution Time.
- 7.4. Service Credits for a month in which Burstfire fails to provide a Solution within the relevant Service Level Resolution Time shall under no circumstances exceed the total monthly Service Fee for the same period (pro-rated where the billing period is longer than a month).
- 7.5. The provision of a Service Credit shall be the exclusive remedy for a particular Service Level failure. The Client acknowledges that it has had the opportunity to obtain independent legal advice on the implications of this clause 7.5 and agrees to be bound by it.
- 7.6. Service Credits shall be shown as a deduction from the amount due from the Client to Burstfire in the next invoice then due to be issued under the Master Service Agreement. Burstfire shall not in any circumstances be obliged to pay any money or make a refund to the Client.

## 8. MINIMUM STANDARDS

- 8.1. The Client agrees to adhere to the Hardware and Software Requirements for Burstfire to meet the Service Obligations found in Appendix A.
- 8.2. Burstfire may update the list of Requirements from time to time as certain technologies age and other technologies are released and tested by Burstfire.
- 8.3. Should the Client not meet the Minimum Standards in place before its Agreement start date, Burstfire will work with the Client on a plan to bring the network up to the Minimum Standards.
- 8.4. If an item requiring support does not meet the Minimum Standards, it will be at Burstfire's sole discretion whether time incurred supporting that item is billed to the Client.

## 9. DATA BACKUP SERVICES

- 9.1. Where data backup services are included in the Agreement, the following shall apply:
  - 9.1.1. Burstfire will provide the Client with the ability to upload its data from its computer systems and store it on third-party servers for the purpose of offsite backup, and to restore this data if required;
  - 9.1.2. Burstfire will allocate to the Client the designated storage quota for the storage of its data;

- 9.1.3. Burstfire will encrypt the Client's data during transit and storage;
- 9.1.4. Burstfire will store the Client's data in data centres providing a high level of environmental protection and physical security;
- 9.1.5. Burstfire will automatically upgrade the Client's Allocated Storage Quota to ensure that its backups will continue uninterrupted should the storage limit be reached;
- 9.1.6. The Client agrees not to permit any third party to use the data backup service;
- 9.1.7. The Client agrees that it will not store or transmit any unlawful, threatening, defamatory, offensive, or pornographic material that constitutes a criminal offence or other unlawful act under any laws;
- 9.1.8. The Client agrees to securely store its service and access details and will not knowingly allow its service and access details, specifically any security codes or passwords, to be viewed or retrieved by third parties;
- 9.1.9. The Client must promptly report any actual or suspected security breaches to Burstfire via email at [support@burstfire.net](mailto:support@burstfire.net) or telephone at 020 7127 4921;
- 9.1.10. The Client agrees that it is solely responsible for paying in full any costs due to any third party that results from the use of the backup service.
- 9.2. While Burstfire will use Commercially Reasonable Efforts to ensure the security and protection of the Client's data, no warranties are given then:
  - 9.2.1. The backup service will be available at all times without interruption;
  - 9.2.2. Data centres will be free from unauthorised physical or remote access;
  - 9.2.3. Data stored will be entirely safe from loss or corruption; and
  - 9.2.4. A full restoration of data is always possible.
- 9.3. The Client's attention is also drawn to the limitations on Burstfire's liability in clause 13 of the MSA.

# APPENDIX A – MINIMUM STANDARDS

February 2023

## GENERAL

There is no one-size-fits-all for equipment, but Burstfire recommends several practices to ensure Client environments are supportable and reliable. This is a general list, but your business may have more stringent requirements that we will bring up with you over time. In addition to any recommendations below, Burstfire recommends all equipment either has an active next-business-day replacement or better warranty or a spare is kept on-site at all times.

While not a strict requirement for service, failure to meet these baseline standards may result in security, stability, or suitability issues for your business.

## COMPUTERS

Burstfire recommends laptops and desktops with the following minimum specifications, and an active warranty from the manufacturer:

- 6<sup>th</sup> generation or newer Intel Core i5 processor;
- 16GB RAM (memory)
- 512GB Solid State Drive (SSD)
- Windows 11 Pro (after confirmation that this is appropriate and Line of Business app compatible)
- Windows 10 Pro releases supported by Microsoft

## SERVERS

Servers should be selected to be suitable for the Client's business needs and software requirements. Burstfire recommends a minimum of RAID and redundant power supplies. Servers should run an operating system and applications under vendor support and should have active next-business-day warranties.

## SERVER BACKUPS

Burstfire recommends that a backup hard drive or network storage device is used for local backup of the server. This device should use high quality enterprise storage drives and should be sized to hold at least 3 full backups of the server(s) it is meant to protect.



## FIREWALL

Burstfire's recommended firewall is a Fortinet FortiGate F-series (or existing E-series) sized appropriately for internet connection speed, with an active FortiGuard UTM subscription. Exceptions may be made on a case-by-case basis where a legacy pfSense appliance is already in place or where a cloud managed solution such as Cisco Meraki is more appropriate.

## SWITCHING

Ethernet switching fabrics should be designed for the environment. Where appropriate, quality unmanaged switches may be acceptable, but Burstfire highly recommends fully managed switches for all environments. Burstfire recommends consistent models and brands, when possible, to reduce the number of unusual support issues. Burstfire's preferred brand is Ubiquiti.

## WIRELESS

To a greater extent than switching, wireless needs to be designed for the environment. In all cases, we do not recommend using wireless provided by an ISP modem or other equipment. Burstfire's preferred brand of wireless equipment is Ubiquiti.

## INTERNET SERVICE

Burstfire recommends a business-class broadband Internet connection at minimum, but this may not be suitable for all purposes. If the Internet is required for primary business operations, Burstfire recommends redundant broadband services at minimum or a dedicated fibre circuit. For remote or home workers, Burstfire recommends 20mbps download and 10mbps upload at bare minimum, and Burstfire cannot guarantee system performance.

## BATTERY BACKUP (UPS)

Burstfire recommends all servers and critical network infrastructure has appropriately sized battery backups that are regularly tested and maintained.

## SECURITY

Burstfire recommends all authentication used in the business comply with [current US-cert guidelines for password management](#). For convenience, they have been copied below:

- Use multi-factor authentication (MFA) when available;
- Use different passwords on different systems and accounts;
- Do not use passwords based on personal information that can be easily accessed or guessed;



- Use the longest password or passphrase permissible by each password system;
- Do not use words that can be found in any dictionary of any language.



Burstfire recommends the use of account lockouts, separate accounts per user, secure password storage, audit logging, and the timely disablement of disused accounts. When access outside the office or over a VPN is not required, we recommend locking down access.

Burstfire recommends periodic security awareness training for anyone with access to critical business systems.



## APPENDIX B – INCLUSION LIST

 included    included as part of add-on



DESCRIPTION	INCLUDED
<b>SUPPORT: CONSULTING</b>	
Strategic Business Reviews (SBRs)	
<b>SUPPORT: DESKTOP, LAPTOPS, AND SERVERS</b>	
Forgotten password resets	
Set up & maintain security groups	
Set up & maintain network drives	
Restore files from backups <sup>1</sup>	
Troubleshoot operating system not working	
Troubleshoot Microsoft 365 not working	
Troubleshoot anti-virus not working	
Reboot servers <sup>4</sup>	
Troubleshoot hardware issues <sup>3</sup>	
Hard drive clean-up (remove temporary files)	
Microsoft patch management (Service Packs & Updates)	
macOS patch management (Software Updates)	
Update approved third-party applications (Adobe Reader, 7-zip, etc)	
Monitor & fix critical server and desktop services	











Monitor anti-virus running & protection enabled	
Monitor anti-virus definitions updates	
Monitor anti-malware running & protection enabled	
Monitor anti-malware definitions updates	
Monitor hard disk health & space	
Monitor high CPU usage	
Monitor security & event logs	
Ensure devices follow best practice security policies	
Warranty claims processing <sup>3</sup>	

## SUPPORT: PRINTERS

Clear & reset printer queues	
Troubleshoot printer issues	
Add / edit / delete printer mapping group policies	
Add / edit / delete printer drivers for existing printers	
Troubleshoot printer hardware issues <sup>3</sup>	
Warranty claims processing <sup>3</sup>	

## SUPPORT: NETWORK









Troubleshoot internet service provider issues & outages	
Troubleshoot network switch issues	

Troubleshoot Wi-Fi access point issues	
Update Wi-Fi SSID keys	
Troubleshoot router issues	
Troubleshoot firewall issue	
Firewall security audit & adjustment	
Monitor network switch operations & availability	
Monitor Wi-Fi access points operations & availability	
Monitor router operations & availability	
Monitor firewall operations & availability	
Warranty claims processing <sup>3</sup>	

## SECURE: EDR POWERED BY SENTINELONE

Real-time detection & remediation of threats without human interaction	
Accelerated triage and root cause analysis with incident insights	
Integrated threat intelligence for detection and enrichment	
1-click remediation and rollback	
Data retention from 14 to 365+ days	
Protection across Windows, Linux, and macOS endpoints	
Rapid deployment	
Full team of trained engineers to manage security alerts	




## SECURE: SIEM POWERED BY SENTINELONE

Log aggregation of security notifications	
Logging and reporting for compliance purposes	
Automated cross-analysis and correlation of raw event logs	
Intelligent context to avoid false positives watering down alerts	
Threat intelligence feeds, blacklists, geolocation data for increased accuracy	
Immediate escalation to trained staff for critical events detected	
Protection and detection running 24x7x365	
Full team of trained engineers to manage security alerts	

## SECURE: BACKUPS AND DISASTER RECOVERY

Monitor backups <sup>1</sup>	
Troubleshoot backup failures <sup>1</sup>	
Monitor Microsoft 365 backups <sup>2</sup>	
Troubleshoot Microsoft 365 backup failures <sup>2</sup>	
Daily backups of Mail, Calendars, OneDrive, SharePoint	

## MICROSOFT 365<sup>2</sup>

Add / Edit / Delete user accounts	
Add / Edit / Delete user and security groups	
Add / Edit / Delete shared mailboxes	

Add / Edit / Delete distribution groups	
Forgotten password resets	
Archive old user accounts (back up Microsoft 365 user)	
Restore files from backups	
Install & connect OneDrive desktop client	
Install & connect Teams desktop client	
Configure Outlook app on mobile / tablet	
Configure OneDrive / SharePoint apps on mobile / tablet	
Configure Teams app on mobile / tablet	

<sup>1</sup> Backup inclusions apply only when using backup platforms provided by Burstfire.

<sup>2</sup> Microsoft 365 inclusions apply only when the Client subscribes to the Microsoft 365 bundle from Burstfire.

<sup>3</sup> Only applies to hardware purchased via Burstfire. If the device is not currently covered by the Manufacturer's warranty, a care pack, or a maintenance agreement, then it is in Burstfire's discretion as to whether this work will be covered under the scope of this Agreement or set it as billable Out of Scope work.

<sup>4</sup> Server inclusions only apply when the Client subscribes to the Support for Servers product.

<sup>5</sup> Domain inclusions apply only when domain names are purchased via Burstfire.

## APPENDIX C – RATES

All support services work back from the **base rate of £120 per hour**, exclusive of VAT.

WORK TYPE	MULTIPLIER	UNIT TYPE	MINIMUM	EXAMPLE
Remote Support	1	Hour	0.5	£60
Call Out Fee <sup>1</sup>	0.75	Per visit	-	£95
Onsite Support	1	Hour	3	£360
Emergency Ticket Upgrade	1.25	Per ticket	-	£150
Out of Hours Support <sup>2</sup>	1.5	Hour	1	£180

<sup>1</sup> Call Out Fee is charged when a visit is not deemed strictly necessary by Burstfire.

<sup>2</sup> "Out of Hours" is defined as any hours outside of Burstfire's standard office hours.

The below table lists some common Out-of-Scope tasks and expected fees.

WORK	MINIMUM	UNIT TYPE	EXPECTED TOTAL
New user setup <sup>2</sup>	£120	-	£120 <sup>1</sup>
Hardware change	1	Hour	-
PC reset	1	Hour	-

<sup>1</sup> Expected total based on standard expected time to complete the request. Requests for alterations beyond standard setup may incur additional fees.

<sup>2</sup> New User Setup includes the addition of profiles to existing machines

ONSITE RATES

TIME TO ONSITE	RATE	UNIT TYPE	MINIMUM
2+ business days	£120	Hour	2
1 business day	£165		
4 business hours	£270		
2 business hours	£300		
1.5 business hours	£330		
1 business hour	£360		

Please note that all times to onsite are on a best effort basis and may be disrupted by areas outside of the control of Burstfire, for example traffic incidents.





## APPENDIX D – APPROVED SOFTWARE

The following Software is Approved Software:

<b>Microsoft</b>	Microsoft 365, Microsoft Visio 2016/2019, Microsoft Project 2016/2019, Microsoft Teams, Microsoft OneDrive
<b>Adobe CC</b>	Acrobat Reader, Acrobat Pro, Photoshop, InDesign, Illustrator, other software included in an Adobe CC subscription
<b>Web Browsing</b>	Google Chrome, Mozilla Firefox, Apple Safari
<b>Conferencing</b>	Zoom
<b>VPN</b>	Cato, OpenVPN, Tunnelbrick
<b>Antivirus/antimalware</b>	Webroot, Microsoft Defender, Sophos, F-Secure
<b>Backup</b>	Veeam Agent
<b>File Sync</b>	Dropbox, Google Drive
<b>Video</b>	VLC
<b>Operating System</b>	Windows 10 Pro onwards (as supported by Microsoft), macOS 10.15 onwards (as supported by Apple)
<b>Other</b>	7-Zip

## APPENDIX E – CONNECTIVITY SERVICES

### 1. INTERPRETATION

In addition to the definitions set out in the MSA, the following terms shall have the following meaning in this set of Service Terms:

<b>Connectivity Services</b>	means the supply of Internet access via one or more cable connections deployed to a physical premises
<b>Site</b>	means a set of physical premises at which Connectivity Services are to be deployed and installed by Burstfire as specified in an Order Form

### 2. PROVISION OF CONNECTIVITY SERVICES

- 2.1. Where Burstfire provides Connectivity Services at a Site, those Connectivity Services:
  - 2.1.1. shall be provided only to the Site specified in the relevant Order Form, and the Client undertakes and warrants that it shall not (or suffer any third party) attempt to distribute or extend such connectivity to any other premises
  - 2.1.2. shall, unless expressly set out in the Order Form, be provided via a single point of connectivity (i.e., via a single physical wire without a backup or alternative connectivity functionality); and
  - 2.1.3. shall, subject to the Service Levels, be restricted to the maximum bandwidth and total monthly quantity set out in the Order Form.

### 3. FEES AND INVOICING

- 3.1. Unless otherwise specified in the Order Form, the Fees for Connectivity Services will be billed monthly in advance. Where any service is provided subject to “burst” fees (in respect of bandwidth or total monthly quantity, as may be set out in the Order Form) then the fees for any excess shall be invoiced in monthly arrears. Burstfire reserves the right to issue combined invoices which capture both sets of fees and/or Fees payable in respect of other Services.
- 3.2. Where any equipment is to be supplied by Burstfire then that equipment will be set out in the Order Form along with all associated fees payable in respect of it by the Client. Unless otherwise set out in the Order Form, such fees shall be payable by the Client in advance of dispatch of that equipment by Burstfire.
- 3.3. Burstfire reserves the right to increase the Fees for the provision of Connectivity Services by up to ten per cent (10%) by giving notice in writing to the Client. Such increases shall take place at the commencement of the next calendar month. Burstfire shall not give any such notice less than fourteen (14) days clear of the conclusion of a given calendar month.

- 3.4. Burstfire reserves the right to increase the Fees for the provision of Services forthwith by giving written notice in the event that any increase in pricing within Burstfire's supply chain (including for the avoidance of doubt any increase in the cost of electricity, server space, or similar) would cause the supply of Services to cause Burstfire to incur a financial loss. The increase in pricing shall not exceed the amount necessary to protect Burstfire from incurring the relevant loss.

#### 4. DURATION AND TERMINATION

- 4.1. This Agreement shall commence on the Effective Date and continue for the minimum term as specified in the Order and thereafter shall remain in full force and effect unless or until terminated by ninety (90) days written notice by either Party subject to these terms and conditions.
- 4.2. The Client shall not be entitled to give notice of termination until ninety (90) days before the expiry of the Service Period.
- 4.3. Either party may terminate this Agreement forthwith by notice in writing to the other if:
- 4.3.1. the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within thirty (30) calendar days of being given written notice from the other party to do so;
  - 4.3.2. the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
  - 4.3.3. the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
  - 4.3.4. the other party ceases to carry on its business or substantially the whole of its' business; or
  - 4.3.5. the other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee, or similar officer is appointed over any of its assets.

#### 5. SERVICE LEVEL

- 5.1. The Service Levels for Connectivity Services shall be as indicated in the Order Form.
- 5.2. The maximum monthly Service Credit payable in respect of Connectivity Fees shall be as set out in the Service Level clause.

## 6. CUSTOMER DEPENDENCIES

- 6.1. The parties recognise that Connectivity Services inherently rely on physical connection points, and that as such services cannot be successfully installed and deployed without the input of skilled engineering staff. Accordingly, the Client recognises that it will be required to grant timely and extensive access to the Site to Burstfire's personnel and that the granting of such access shall be a Client Dependency in respect of Connectivity Services.
- 6.2. In addition to any specific Client Dependencies set out in the Order form the Client recognises that, for Connectivity Services, the following shall be considered Client Dependencies:
  - 6.2.1. Designation by the Client of a suitable project lead with appropriate expertise and authority to support and facilitate Burstfire's deployment of the relevant Connectivity Services
  - 6.2.2. Provision by the Client of all relevant information required by Burstfire to deploy the Connectivity Services at the premises specified in the Order Form (including, for the avoidance of doubt, providing all requested details of the Client's IP address, clearly indicating the installation point for the Connectivity Services, and directing Burstfire's personnel to all relevant network and communications centres and connection points as they may request)
  - 6.2.3. Permitting Burstfire's personnel (including its subcontractors and agents) to have such access to the Client's premises as they may require in order to deploy the Connectivity Services
  - 6.2.4. Where relevant, timely payment of fees for equipment of the kind specified in clause 3.2; and
  - 6.2.5. Connecting and supplying sufficient power to all necessary router equipment (save where the Order Form expressly provides that Burstfire is to provide the same).

## 7. THIRD PARTY PROVISION

- 7.1. Burstfire reserves the right to deliver Connectivity Services
  - 7.1.1. using a third party as a subcontractor; or
  - 7.1.2. in conjunction with a third party.
- 7.2. Where this is the case, it shall be specified in the relevant Order Form and Burstfire shall reserve the right to withhold delivery of the relevant Connectivity Services until the Client has accepted any applicable terms and conditions of service issued by the third party.

## APPENDIX F – CONNECTIVITY SERVICE LEVELS (OPENREACH)

### SERVICE LEVELS

Service Level Agreements only apply providing that the Client is not in breach of the Master Services Agreement or Service Schedule relevant to the covered Service. In the event of any conflict, the Master Services Agreement (and any Appendixes and Schedules) is superior to this document.

#### 1. DEFINITIONS

<b>Availability SLA</b>	means the percentage of a given calendar month that the Service is warranted to be available
<b>Committed Bandwidth</b>	means the level of bandwidth you have committed to on a given service, where applicable
<b>Installation SLA</b>	defines promised installation timelines or committed installation dates
<b>Qualifying Incident or Fault</b>	an Incident or Fault assess by the carrier and/or Burstfire to be eligible for coverage under the Service Level. Typical exclusions would include, but are not limited to: <ol style="list-style-type: none"> <li>Accidental or wilful damage to equipment or circuit in or on your property;</li> <li>Force Majeure (“matters beyond our reasonable control”) preventing delivery or repair</li> </ol>
<b>Performance SLA</b>	defines the acceptable level of measurable attributes of a given service where applicable, under which a service may be considered impaired, provided you are not using in excess of your Committed Bandwidth at the time any such impairment is observed
<b>Repair SLA</b>	defines the timeline for responding to, attending, or resolving a fault, measure from the point that a case is accepted by Burstfire until such a time that the fault is restored. Time elapsed during a period where attempts to repair the service are frustrated by lack of access to the Client’s Site and/or Fault location (either under your control or as a result of Force Majeure) shall not count towards the Repair Time for purposes of calculating any Service Credit
<b>Service Credit Basis</b>	The circumstances under which you may become eligible for a Service Credit when the Availability, Installation, Performance or Response SLAs is/are not met, and how that Service Credit shall be calculated
<b>Support Hours</b>	The period during which Burstfire will actively process a support query or fault report for a given service level

## 2. BT OPENREACH PHONE LINES AND BROADBAND (ADSL2, FTTX)

Applicable to all Service Maintenance Levels:

### 2.1. Service Credit Basis

- 2.1.1. Where Openreach miss the repair obligation for a Qualifying Fault by a part or whole day, the Client shall be entitled to a Service Credit in line with the compensation we receive from them.
- 2.1.2. If Openreach miss an agreed appointment, the Client shall be entitled to a Service Credit in line with the compensation we receive from them.

### 2.2. BT Openreach Service Maintenance Level 1

Any Basic Phone Line or ADSL service that has not had an Enhanced Service Maintenance Level added to it.

**Support Hours** As per Burstfire's Standard Office Hours

**Repair SLA** Appointments 08:00 – 18:00, Monday to Friday, excluding Public and Bank Holiday, repair in two (2) whole working days

As defined by Openreach under "Service Maintenance Level 1" – at time of writing, "Clear by 23:59 day after next, Monday to Friday, excluding Public and Bank Holidays. For example, report Tuesday, clear Thursday"

### 2.3. BT Openreach Service Maintenance Level 2

Any Premium Phone Line, Basic FTTx product,  
OR

Basic Phone Line or Basic ADSL that has Care Level 2 added.

**Support Hours** 08:00 – 18:00, Monday to Saturday, excluding Public and Bank Holidays

**Repair SLA** Appointments 08:00 – 18:00, Monday to Saturday, excluding Public and Bank Holidays, repair by end of next working day.

As defined by Openreach under "Service Maintenance Level 2" – at time of writing, "Clear by 23:59 next day, Monday to Saturday, excluding Public and Bank Holidays. For example, report Tuesday, clear Wednesday"

#### 2.4. **BT Openreach Service Maintenance Level 3**

Any phone line or broadband product which has SML3 added to it.

**Support Hours** 24x7x365

**Repair SLA** Appointments 07:00 – 21:00, 7 days, repair by end of next half day.  
As defined by Openreach under “Service Maintenance Level 3” – at time of writing, “Report 13:00, clear by 23:59 same day. Report after 13:00, clear by 12:59 next day, seven days a week, including Public and Bank Holiday”

#### 2.5. **BT Openreach Service Maintenance Level 4**

Any phone line or broadband product that has SML4 added to it.

**Support Hours** 24x7x365

**Repair SLA** 24x7, repair within six (6) hours

As defined by Openreach under “Service Maintenance Level 4” – at time of writing, “Clear within 6 hours, any time of day, any day of the year”

#### 2.6. **Ethernet Leased Line**

**Support Hours** 24x7x365

**Minimum Availability** We will use reasonable endeavours to ensure that the Connection is available 24 hours a day throughout each calendar year, designing the Connection to provide a target availability of 99.9% in any given calendar month, excluding scheduled maintenance.

A service shall be considered unavailable if it is completely uninterrupted for greater than 10 consecutive seconds

**Repair SLA** 24x7, repair within six (6) hours

**Service Credit  
Basis**

- a. Where we or our carrier miss the Repair SLA obligation for a Qualifying Fault, you shall be eligible for a service credit equal to 10% of one month's service charge, plus a further service credit equal to 10% of one month's service charge for each additional whole hour, up to a maximum of 150% of the monthly value of the service
- b. Where the service is available for less than 99% in a given calendar month, you shall be eligible for a service credit equal to 3% of the monthly rental per whole clock hour that the service is unavailable for the first 10 hours





## APPENDIX G – CONNECTIVITY SERVICE LEVELS

### 1. FAULT MANAGEMENT

- 1.1. Faults may be reported to the Burstfire Network Operations Centre (NOC) by phone on 020 7127 4920 (or such other number as Burstfire notifies the Client), or by email to [noc@burstfire.net](mailto:noc@burstfire.net) 24 hours a day, 7 days a week at which time a Fault Reference Number will be issued.
- 1.2. Burstfire will in the Notification Period take all reasonable steps to restore the Service in accordance with the terms of this Agreement.
- 1.3. On notification of a fault by the Client to Burstfire, the Client shall perform all necessary in-house tests to the demarcation point as specified by Burstfire and shall cooperate fully with the Burstfire Network Operations Centre (NOC) in order to locate any fault.

### 2. BURSTFIRE NETWORK

- 2.1. From the end of the Notification Period, Target Times to Repair for Service affecting faults on the Burstfire Network are as follows:

	DURING OFFICE HOURS*	OUTSIDE OFFICE HOURS*
Equipment/Electronic Related Fault	5 hours	7 hours
Fibre Fault	24 hours	

\*Where a Fault occurs during any period outside Office Hours (whether or not it commences or finishes during Office Hours) the Target Time to Repair shall be as for outside Office Hours.

- 2.2. From the end of the Notification Period, the Target Time to Repair for a Non-Service Affecting Fault on the Burstfire Network is 24 hours.
- 2.3. If Burstfire does not meet the above Target Times for Repair for the Burstfire Network, the Client may claim compensation (at the Client's sole option and within seven (7) days after the target is not met) as follows **provided always** that Burstfire's total aggregate liability to the Client under this Agreement shall not exceed the sum of one year's annual rental for the relevant Connection which has the Service Affecting Fault:

HOURS PAST TARGET TIME TO REPAIR	AMOUNT OF COMPENSATION
2 – 3	10% of monthly rental of affected Connection
3 – 4	12% of monthly rental of affected Connection
4 – 5	14% of monthly rental of affected Connection
6 or more	20% of monthly rental of affected Connection

- 2.4. Any Compensation awarded to the Client pursuant to this Agreement will be credited by Burstfire against the following payment due from the Client, or if none will be payable by Burstfire by cheque to the Client at the end of the next following Quarter. Any sums recovered by the Client for a failure by Burstfire to meet Target Times to Repair shall be deducted from any compensation due to the Client for a for a failure by Burstfire to meet Ethernet Service Availability Levels as details in this Agreement, if attributable to the same Fault.

### 3. STANDARD LEVEL SERVICE FOR CIRCUITS ON THE BURSTFIRE NETWORK

- 3.1. Under its Standard Level Service Burstfire guarantees the availability of Connections on the Burstfire Network to be at least 99.9%. The calculation used is based on the recorded number of Service Affecting Faults per Connection within the Measurement Period. For the purpose of calculating Availability, “Unavailable Time” means a period of time where there is a total break in transmission.
- 3.2. If the performance level of Standard Level Service on the Burstfire Network falls below 99.9% per annum, the Client may claim compensation, within seven (7) days after the target is not met, as follows **provided always that** Burstfire’s total aggregate liability to the Client under this Service Level Agreement shall not exceed the sum of one year’s annual rental for the relevant Connection:

AVAILABILITY AT THE END OF MEASUREMENT PERIOD	AMOUNT OF COMPENSATION
99.89% - 99.5%	30% of monthly rental of affected Connection
99.49% - 99.3%	60% of monthly rental of affected Connection
99.29% - 99%	80% of monthly rental of affected Connection
Less than 99%	100% of monthly rental of affected Connection

- 3.3. In calculating the Availability of each Connection, any Service Affecting Fault attributable to the loss of service or failure in the operation of switches and/or routers supplied by Burstfire shall not be considered.
- 3.4. The above compensation is calculated at the end of the Measurement Period and will be credited by Burstfire against the next following payment due from the Client, or if none will be payable by Burstfire by cheque to the Client at the end of the next following Quarter. Compensation payable to the Client for failure to meet Target Times to Repair shall be deducted from the above compensation payments if attributable to the same fault.

#### 4. TAIL CIRCUITS

- 4.1. Burstfire's liability for Target Times to Respond, Circuit Availability, and Latency in respect of Tail Circuits will at no time exceed the published contractual liability of the third-party supplier of such Tail Circuits.
- 4.2. Following payment of compensation to Burstfire by the third-party supplier, Burstfire will credit the Client with the relevant compensation against the next following payment due from the Client, or, if no further payments are due from the Client, Burstfire will pay compensation by cheque to the Client at the end of the next following Quarter.

#### 5. OUTAGES / RE-ROUTING

- 5.1. In maintaining the Service, Burstfire may with reasonable notice request a temporary Outage or Re-routing of the Service. Wherever reasonably possible Burstfire will notify the Client of the Outage or Re-routing at least twenty-eight (28) days in advance and will cooperate with the Client as to the timing of the Outage or Re-routing. However, if Burstfire and the Client cannot agree the timing of an Outage/Re-routing, then the decision by Burstfire shall be final.

- 5.2. When notice of an Outage/Re-routing has been given, the Client will not be entitled to any compensation, and lack of availability shall not be counted in any Measurement Period.
- 5.3. If there is an Outage/Re-routing that has not been previously notified to the Client, this will be regarded as a Fault.
- 5.4. Planned network maintenance or upgrades may be required from time to time. Notice will be given to all customers that may possibly be affected by this type of Outage. Burstfire will use all reasonable endeavours to carry out this work with little or no disruption to customers, but if Burstfire and the Client cannot agree the timing of the Outage or Re-routing, Burstfire's decision shall be final and binding. Where notice has been given to the Client of such planned network maintenance or upgrades, no compensation will be due to the Client for resulting Outages.

## **6. CLIENT RESPONSIBLE FAULTS**

- 6.1. Burstfire is not responsible for any fault identified as attributable to Client Equipment, Client power supplies or the action or inaction of the Client's employees and/or agents. In such event Burstfire will quote its terms and conditions (including price) for any remedial work necessary for Burstfire to fulfil its obligations under this Agreement, but the provisions relating to Target Times to Repair shall not apply and any downtime occasioned by such Client Fault shall not be included in Availability Measurements. In the event of responsibility being the subject of dispute between Burstfire and the Client, then the decision of Burstfire in this regard shall prevail.

## **7. THIRD-PARTY ATTRIBUTABLE FAULTS**

- 7.1. If a Fault is identified as being attributable to a third-party (i.e. neither the Client nor Burstfire), the Fault shall be deemed to be the responsibility of Burstfire, but no downtime will be included in Availability Measurements. In such event, Burstfire will use all reasonable endeavours to restore the Service within the Target Time to Repair but will not be liable to pay the Client compensation if it cannot do so because of any fault attributable to a third party.

## 8. CANCELLATION OF SERVICE

- 8.1. If the Client cancels the Order prior to the Planned Ready for Service Date, the Client shall upon demand immediately pay; (i) all third-party costs directly incurred in consequence of cancellation by the Client; and (ii) the following proportions of the quoted installation charge:

NO. OF WORKING DAYS BEFORE PLANNED READY FOR SERVICE DATE	PERCENTAGE OF INSTALLATION CHARGE PAYABLE
0 – 1	100% of cancelled order installation charge
2 – 5	90% of cancelled order installation charge
6 – 10	80% of cancelled order installation charge
11 – 20	70% of cancelled order installation charge
21 – 30	50% of cancelled order installation charge
31 – 40	25% of cancelled order installation charge
41 or more	0% of cancelled order installation charge

- 8.2. Where installation charges were not payable or were discounted, Burstfire may at its sole discretion claim from the Client reasonable costs (including but without limitation all third-party costs) incurred as a result of such cancellation and the Client shall become liable for payment of such costs forthwith. Where installation charges were discounted the amounts claimed under this clause 8.2 shall be in addition to any sums claimed under clause 8.1.
- 8.3. The above amounts are payable in addition to any termination payments due under the Service Contract.

## 9. MODIFICATION OF SERVICE

- 9.1. If the Client significantly modifies the Order (e.g. changes in address, point of presence or presentation) prior to the Planned Ready for Service Date the Client shall be liable to pay, in addition to the full install cost, for the following proportions of the quoted installation charge:

NO. OF WORKING DAYS BEFORE PLANNED READY FOR SERVICE DATE	PERCENTAGE OF INSTALLATION CHARGE PAYABLE
0 – 1	100% of order installation charge
2 – 5	90% of order installation charge
6 – 10	80% of order installation charge
11 – 20	70% of order installation charge
21 – 30	50% of order installation charge
31 – 40	25% of order installation charge
41 or more	0% of order installation charge

- 9.2. Where installation charges were not payable or were discounted, Burstfire may at its sole discretion claim reasonable costs incurred as a result of the modification and the Client shall become liable for payment of such costs forthwith. Where installation charges were discounted, the amounts claimed under this clause 9.2 shall be in addition to any sums claimed under clause 9.1.
- 9.3. Where the Client modifies the Order, Burstfire will present the Client with a revised installation charge.
- 9.4. If such revised installation charge is less than the initial quoted installation charge, the amount due under this clause 9 will be credited by Burstfire against the revised installation cost.
- 9.5. If such revised installation charge is more than the initial quoted installation charge, the amount due under this clause 9 will be added by Burstfire to the revised installation charge and shall be payable by the Client in accordance with the Service Contract.

- 9.6. If the Client modifies the Order by requesting a “Move and Change” for an “A”-End location and/or address and/or a “B”-End location and/or address of a Connection and/or an increase/decrease in bandwidth for Connections already installed by Burstfire, the Client shall be liable to pay all relevant costs incurred by the relevant Move and Change. This clause shall apply to both the Burstfire Network and Tail Circuits.

## 10. SERVICE DELIVERY COMPENSATION SCHEME

- 10.1. In the event that Burstfire fails to meet the Connection Ready for Service Date for Orders then the Client will have the right to claim compensation as details below (except in relation to the supply of Tail Circuits and in such event the provision of clause 4 shall apply), **provided always that** Burstfire’s total aggregate liability to the Client under this Agreement shall not exceed the total installation charge:

NO. OF WORKING DAYS LATE DELIVERY	PERCENTAGE OF INSTALLATION CHARGE
1 – 7	5% of installation charge for affected Connection
8 – 14	10% of installation charge for affected Connection
15 – 21	15% of installation charge for affected Connection
22 – 28	20% of installation charge for affected Connection
More than 28	25% of installation charge for affected Connection

## 11. ESCALATION

- 11.1. In the event of Burstfire’s normal point of contact (nominated and/or as may be amended from time to time) not being able to respond satisfactorily, the following escalation procedures should be used. Any requests from either Party for the escalation procedure(s) to be implemented should be initiated through the relevant Network Operations Personnel identified in the table below or as notified from time to time:

LEVEL	BURSTFIRE CONTACTS	ESCALATION
1	Burstfire Networks Operation Centre (NOC)	4 hours after initial Fault is reported
3	Burstfire Networks Operation Centre Director	4 hours after level 1 escalation

Burstfire operates a personnel roster system for escalation purposes and provides a series of Duty Officers for all levels. Accordingly, the dedicated telephone number for Duty Officers is the NOC Fault report number for contact purposes at all times.

## 12. CLAIMS PROCEDURES

### 12.1. Fault Handling

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

### 12.2. Service Availability

All claims must be submitted to the Burstfire Account Executive within 30 days from the end of the Measurement Period.

### 12.3. Service Delivery

All claims regarding late delivery must be submitted to Burstfire within 30 days from Actual Delivery Date.

## 13. SERVICE LEVEL AGREEMENT DEFINITIONS

Unless listed below all words and phrases shall have the same meaning as in the Agreement. The following terms shall have the following meanings:

<b>Actual Delivery Date</b>	the actual date on which Burstfire provides the Connections tested and ready to use
<b>Availability</b>	the time for which a Connection is available. A Connection shall be deemed unavailable if it is completely interrupted for greater than ten (10) consecutive seconds
<b>Connection Ready for Service Date</b>	means the date which Burstfire confirms to the Client as being the date upon which the individual Connections will be ready for service. Such date



	shall be confirmed by the Burstfire engineering team upon order acceptance
<b>Fault Reference Number</b>	the unique number issued when logging a fault with Burstfire Fault Management Centre
<b>Initial Capacity Order</b>	means the initial capacity requested by the Client for the Minimum Term as stated in the CRF
<b>Latency</b>	means the amount of time elapsed or the delay between receiving and transmitting a packet across the Burstfire Network
<b>Measurement Period</b>	periods of twelve (12) calendar months, the first being calculated from the Actual Delivery Date
<b>Burstfire Network</b>	means the collection of Burstfire Pops and network equipment and transmission facilities used to interconnect these Pops as may be amended or re-engineered from time to time (On-Net)
<b>Burstfire Network POP</b>	means a point of presence on the Burstfire Network where Burstfire equipment is located for the aggregation of customers onto the Burstfire Network (excluding customer sites)
<b>Technical Support Centre</b>	is sited at Burstfire's registered office location from where Burstfire Network management functions are direct
<b>Non-Service Affecting Fault</b>	any Fault which does not cause an interruption to the Service
<b>Notification Period</b>	the period of 1 hour from the time a Fault is reported to Burstfire, or an alarm is registered by the Burstfire Fault Management Centre
<b>Office Hours</b>	09:00 – 18:00 Monday to Friday excluding Public and Bank Holidays
<b>Outage</b>	an event or action (not attributable to the act or omission of the Client or arising at the request of the Client) which prevents the passage of electronic communications signals in the Service
<b>Quarter</b>	each three (3) month period commencing 1 January, 1 April, 1 July, 1 October
<b>Service Affecting Fault</b>	means any Fault originating on the Burstfire Network which causes an interruption to the actual use of the Service which is not attributable solely to Latency in excess of 10 milliseconds
<b>Site</b>	means the location where a Connection provided under this Agreement starts or terminates as set out as the A-End Address and B-End Address on the CRF. Where the Client contracts for the supply of an Ethernet VPN Service, the term Site(s) shall also include all reference to Hub and Spoke Sites

<b>Tail Circuit</b>	the electronic communications network supplied by a third-party Circuit provider to the Client (“Off-Net”)
<b>Target Time to Repair</b>	the target length of time to restore Service which is measured from the end of the Notification Period registered by the Burstfire Fault Management Centre as set out in clause 1 above
<b>Working Days</b>	Monday to Friday inclusive, excepting Public and Bank holidays and excluding Saturday and Sunday



## APPENDIX H – INTERNET CONNECTION ACCEPTABLE USE POLICY

For the complex network of networks, which we know as “the Internet”, to function correctly it is essential that all of those who connect to it do so in accordance with generally accepted standards.

Burstfire’s relationship with other networks, and ultimately its connectivity to the rest of the Internet, depends largely upon proper behaviour by its customers. Burstfire cannot tolerate any behaviour by customers which negatively impacts upon its own equipment or network, or upon the use by other customers of the Internet, or which damages Burstfire’s standing in the wider community.

Burstfire will therefore enforce appropriate sanctions against any of its customers who are responsible for serious abuse of the Internet. Such sanctions include, but are not limited to, a formal warning, suspension of one or more of the customer’s services, suspension of all Internet access through Burstfire or termination of the customer’s account(s).

For the avoidance of doubt and for guidance of customers on what Burstfire considers to be unacceptable, some general issues are addressed below.

Burstfire is not responsible for the content of external sites, which are referenced by this policy.

1. You must not use your Internet connection for any illegal purpose. You should be aware that some material is illegal to possess or transmit. You should also note that unauthorised access to computer systems can be an offence; although many machines connected to the Internet are placed there so that you may access them, it does not follow that you may access any computer you come across.
2. Your traffic over the Internet may traverse other networks or use other services which are not owned or operated by Burstfire. You must abide by the Acceptable Use Policies and other terms and conditions imposed by the operators of those networks and services.
3. While connected to the Internet, your system must conform to all relevant IETF standards. The IETF (Internet Engineering Task Force) standards are a subset of the RFC (Request for Comments) collection and can be found at: <https://www.ietf.org/standards/rfcs>.
4. You must not send packets onto the Internet which have forged addresses, or which are deliberately constructed so as to adversely affect remote machines. Your machine or network must not be configured in such a way that others can exploit it to disrupt the Internet.
5. You may not run “scanning” software which access remote machines or networks, except with the explicit permission of those remote machines or networks.
6. You must ensure that you do not further the sending of unsolicited bulk email or any other form of email or Usenet “abuse”. This applies to both material which originates on your system and also third-party material which passes through it.

7. You must not run an “open mail relay” via a machine which accepts mail from unauthorised or unknown senders and forwards it onward to a destination outside of your machine or network. If your machine does relay mail on an authorised basis, then it must record its passing through your system by means of an appropriate “received” line. As an exception to the ban on relaying, you may run an “anonymous” relay service provided that you monitor it in such a way as to detect unauthorised or excessive use. However, you may not relay traffic from such an anonymous system via Burstfire servers, i.e., you can only pass email from such a system to Burstfire where this is the correct destination for final delivery. Customers will be deemed to have read any and all such email. Burstfire may act on the basis of this assumption.
8. Burstfire, at its discretion, may run manual or automatic systems to determine compliance with this AUP (e.g., scanning for open mail relays or smurf amplifiers). Customers are deemed to have granted permission for this limited intrusion onto their networks or machines.
9. Resources are defined as bandwidth and/or processor utilisation. Burstfire may implement the following policy to its sole discretion:
  - 9.1. When a user is found to be monopolising the resources available, Burstfire reserves the right to suspend or restrict them immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our network, and performance issues for other customers. Burstfire offers no guarantee that it will contact customers before implementing this policy.

Burstfire provides access to the Internet as part of a package of services. Burstfire reserves the right to change this AUP for Internet Access at its sole discretion and without prior notice. Any decision Burstfire makes in relation to its services will be final on all matters.

## APPENDIX I – ESCALATION

While Burstfire strives to provide clients with the best possible support at all levels, it leaves an open communication channel to senior employees in the event an issue requires further Escalation.

The Client agrees to use the following escalation order to ensure the quickest possible resolution time:

1. Anthony Allen  
[anthony.allen@burstfire.net](mailto:anthony.allen@burstfire.net)  
020 7127 4924
2. Imraan Sathar  
[imraan.sathar@burstfire.net](mailto:imraan.sathar@burstfire.net)  
020 7127 4929

Please note that these Escalation Points are not to be used for creating Service Requests.

All Service Requests must be created through the standard methods as outlined in Schedule 2 Section 2.

Should the Client create a Service Request through one of the above Escalation Points, this will be treated as an “Emergency Ticket Upgrade” Service Request and charged at the rate found in Appendix C.