

Mainstream Digital Ltd
Terms and Conditions for
Mainstream iNET Products
Version 3
9th Jan 2023

This Agreement applies to the provision to you, (the "Customer"), by us, Mainstream Digital Limited, a company incorporated in England and Wales with Company Number 02742235 whose registered office is at 701 Stonehouse Park, Sperry Way, Stonehouse, Gloucestershire, GL10 3UT ("Mainstream") of those services which have been selected by you (the "Service").

Definitions of the terms used in this Agreement are detailed in the Definition's document and specific terms and conditions for Mainstream Products and Service can be found at www.msdigital.com excepting the following:

"Contract" means, in order of precedence this Service Schedule, the General Terms and Conditions, and the Order Form.

1. Defined Services

The services covered by this document are these sold as iNET services by Mainstream.
These services will be contracted for the period agreed and initiated by a signed agreement.

2. Initial Contract Conditions

2.1 On signing the contract the customer agrees to provide correct details of the point of installation of the service.

2.1.1 The location must be within the Post code as given for the quote supplied to the client.

2.1.2 The client will be responsible for any missed appointment costs if the incorrect Post Code (or Grid Reference) details are supplied.

2.2 Mainstream will arrange for a survey engineer to visit the nominated location within the provided Post Code area.

2.3 Once Mainstream have a signed order we aim to provide a survey date within 15 working days, with a survey lead time of no less than 25 working days from time of the contract being signed. This is subject to availability of survey engineer.

2.4 If the survey results in a missed appointment then the lead time for a re-appointment is a minimum of 10 days. If the missed appointment is as the result of a client action, missed appointment charges will be applied. The minimum charge for this will be £120.

2.5 The client must not accept any terms of offer to install from the site survey engineer. Any information from the survey engineer should be taken as information, not a commitment to provide any form of service or delivery date thereof.

2.6 If the client cancels the contract before the survey is undertaken the client will be subject to an admin charge of at least £150.

3. Post Survey Contract Conditions

3.1 Once a survey has been conducted Mainstream will inform you of any excess construction charges.

3.2 The survey will notify of any timescales related to excess charge based construction work. For example if any major trench work or access to public areas requiring local authority clearance is required.

3.3 The survey will notify of any timescale delay related to core network

upgrades to support the bandwidth requirement.

3.3.1 As a general rule bandwidth above 300Mb/s can be subject to a minimum install lead time of 120 days.

4. Post Survey Acceptance

4.1 Once the client has been made aware of the excess charges and timescales for delivery of service the client has a period of 5 working days to notify Mainstream of requirement to proceed or halt.

4.2 If the client does not confirm to Mainstream their intent to proceed, it will be deemed that the client is not proceeding with the installation.

4.3 If the client is not proceeding with the installation, Mainstream reserves the right to invoice for the survey fees which will be at least £350 per survey.

4.5 If the client wishes to proceed there will be no charges raised for any associated survey.

5. Cancelling once accepted

5.1 If the client cancels at any point after accepting the order the client will be notified of the cancellation charges.

5.2 Cancellation charges will consist of fees due to any excess construction work already carried out, and the full term of the agreed contract period up to 100% of the period contract price.

6. Activation Lead Times

Activation lead times will vary according to survey outcomes. Typical lead times are 60 to 90. Mainstream will advise of the potential install lead time once the survey has been completed.

7. Cancelling the service once active

Once active the cancellation fees will be 100% of the rest of the term of the contract.

8. Moving the service once active

8.1 All moves of the service will require a new survey unless the service is being moved inside the client premises.

8.2 For all moves outside of the customer premises but in the same post code, a survey will be required to assess any further excess construction charges related to access.

8.3 For all moves outside of the original post code, the moved circuit will need to be treated as a new install, and treated as a new contract. This will mean cancellation charges may be applied if the original circuit is still within the agreed contract period.

9. Upgrading an iNET once active

9.1 Upgrading the bandwidth of an existing iNET is possible where the physical network infrastructure allows. Upgrades may require changes to the physical connection to the Internet and/or the physical equipment located at the client site.

9.2 The client will be advised whether a re-survey is required once the expected adjusted price for the new bandwidth is provided.

9.3 Any changes to the client iNET routers will be advised and relevant pricing made clear for the supply of changed/upgraded hardware.

9.4 Upgrades that require changes to the physical circuit are subject to a lead time of at least 120 days. Upgrades that can be undertaken as a software change to bandwidth typically take place within 7 days.

10. Provisioning of Equipment

10.1 The contracted price will include the delivery of the iNET network layer 2 control devices and where contracted the iNET termination router.

10.2 The installation of the devices will be the responsibility of Mainstream, and the client will have no access rights to the devices.

10.3 The equipment provided by Mainstream for the iNET is under warranty for the full period of the contract.

10.4

11. Service Availability

11.1 Mainstream and its suppliers endeavour to provide iNET services for 99.90% of time in any monthly period.

11.2 Mainstream will advise clients of when planned outages are expected, so that clients can plan around such events.

11.3 Mainstream acknowledge that clients will notice service interruptions ahead of our own and our supplier monitoring services. Mainstream does not offer a pro-active notification of unexpected events and expects the client to call to notify of suspected faults.

11.4 Service availability is measured as that operating from the WAN Ethernet point of the client side router to the Mainstream network aggregation point as a Network Layer2 service.

12. Response Times

12.1 When a client suspects or is aware of an iNET issue, the client must contact Mainstream's technical support desk on 0800 169 4055 (Option 2). This is a 24 hour 7 days a week support line.

12.2 On receiving a call Mainstream may undertake remote diagnosis (as appropriate) and may ask the client to provide photographic or video evidence of the iNET equipment status. This is to aid fault diagnosis.

12.3 Mainstream undertake to work with its suppliers to ascertain underlying faults, and will provide a fault response time of 4 hours, where Mainstream's initial diagnosis recognises a network fault/issue.

12.4 Where faults are reported nearer the end of the Mainstream working day (17:30) the network carrier will be notified and the client network may be fixed out of hours where access to the client site is not required.

12.5 Clients whose networks are fixed out of hours will not be notified by Mainstream of any fixes outside of normal working hours. Therefore the client may be aware of working networks ahead of the Mainstream support team.

12.6 Fix times are not guaranteed, but Mainstream aim to meet a 6hr resolution time. Service credits apply after 45 minutes of Network Layer 2 Downtime.

13 Service Credits

13.1 Service credits are provided under the following guidelines

- Where Layer 2 is unavailable for up to 45 minutes no credit is due
- Where Layer 2 is unavailable from 46 minutes to 3 hours the credit will be 1.5% of the monthly rental
- Where Layer 2 is unavailable from 3 hours and above the credit will be 9% of the monthly rental

13.2 To apply for a credit the client must reference the Mainstream support ticket on application.

13.3 Payment will be included in the following bill to the client.

14. Fault Escalation

14.1 Faults will be escalated to the Mainstream Senior Management team after the Layer 2 service has been unavailable for 4 standard working hours.

14.2 The client may be aware of fixed networks ahead of Mainstream, even where the fault is escalated. This is a result of the time taken for field based communication to reach our network aggregation response centre, and is a normal part of the Network Operations Center Process.

14.3 When the client contacts Mainstream with an escalated fault, Mainstream will endeavour - as much as is possible - to provide details of the fault cause.

15. IP Addresses

15.1 The service will come with at least one static IPv4 address. The client may request more static IP addresses. Dependent on the underlying provider there may be additional charges, which will be advised when extra IP addresses are requested.

15.2 Mainstream may ask the customer to provide details of each server activity in line with guidance from RIPE.

15.3 Increasing the number of IP addresses once the service is activated may incur additional service charges.