

Net:telecom Master Services Agreement

This Master Services Agreement (the “Agreement”) is between Net:telecom Communications Services Ltd. (“Net:telecom”) and the “Customer” as identified herein, for the provision of certain computer network services by Net:telecom, its corporate affiliates, and its suppliers. Such services may include Internet access, data communications, voice communications and telephony, and/or related professional services (the “Services”). This Agreement states the terms and conditions by which Net:telecom will deliver and Customer will receive Services. The specific services and/or products to be provided hereunder will be identified in one or more Order Form(s) and described in the Service Description(s) and Statement(s) of Work (if any). Subject to the terms and conditions of this Agreement, and final acceptance by Net:telecom, each Order Form (with the attached Service Description and Statement of Work) will constitute a separate contract between the parties. The terms of this Agreement shall apply to the sale of Services to Customer for its internal use to its customers and, except as otherwise agreed, to all other services provided by Net:telecom to Customer.

1. Term/Renewal

The term of this Agreement shall commence as of the date this Agreement is signed by the Customer and accepted by Net:telecom (the “Effective Date”) and shall continue in effect for as long as any Service remains in effect unless otherwise terminated in accordance with the terms of this Agreement. The Initial Term for each Service is stated on the applicable Order Form. The Initial Term begins on the Service Commencement Date (“SCD”) defined in the Service Description of such Service. Each Service will continue automatically for additional Renewal Terms of twelve months unless a different Renewal Term is specified, or a written notice of cancellation is given by either party at least 30 days prior to the end of the then-current term. The Agreement term at any time in effect, including without limitation, the Initial Term, and/or a Renewal Term are referred to herein as the “Term”.

2. Payment and Invoicing

- A.** Customer will pay Net:telecom all fees during the Initial Term and for each Renewal Term according to the prices and terms listed on the applicable Order Form(s). Non-Recurring charges including equipment, installation and setup fees will be billed upon execution of the Order Form. Recurring charges will be billed in advance unless agreed otherwise. All other charges, including, but not limited to, any early cancellation charges, accrued interest, late fees and any usage-based charge, including data transfer and disk storage will be billed at the end of the month in which the Services were provided or charge incurred.
- B.** All Services and/or materials not expressly defined in the Service Description shall be provided at Net:telecom’s then current rates.
- C.** All invoices will be payable within thirty (30) days of the date of any correctly served invoice. Delinquent payments on any undisputed portion of an invoice may be subject to a late payment charge at a rate of 1.5% per month, or portion thereof.
- D.** Payment by Standing Order or Direct Debit may be stipulated on the Order Form
- E.** In the event Customer fails to pay Net:telecom all undisputed Fees owed Net:telecom under this Agreement when due, Net:telecom agrees that it shall notify the Customer in writing of any unpaid and undisputed Fees and the Customer shall have five (5) working days to remedy any non-payment. In the event that the Customer still has not paid any undisputed Recurring Fees, Net:telecom may upon five (5) working days’ written notice to Customer suspend and/or terminate the affected Service under Section **3.** Such interruption or termination will not relieve the Customer of the obligation to pay the amount owed plus interest and early cancellation fees in accordance with Section 3A below.
- F.** Net:telecom shall be entitled to increase the Recurring Fees upon thirty (30) days’ written notice at any time where Net:telecom can reasonably demonstrate that such an increase is due to an increased cost of providing the Service solely caused by

1. A third party supplier price increase and/or
2. Legal or regulatory change.

For the avoidance of doubt, any such increase will not exceed the increased cost incurred by Net:telecom in providing the Service. Net:telecom will provide reasonable documentary evidence to support such price increase to the Customer, upon request.

- G. With effect from the expiry of the Initial Term, Net:telecom shall be entitled to revise the Annual Charge to reflect Net:telecom's then current standard rates, by giving the Customer not less than thirty (30) days prior written notice.

3. Termination and Suspension

- A. Cancellation during Initial Term: Customer may cancel any or all of the Service(s), or any component of a Service by providing sixty (60) days prior written notice. In such case, Customer shall pay to Net:telecom all charges for the applicable Service provided through the effective date of such cancellation plus a lump sum cancellation charge of 100% of the scheduled payments for the Service for each of the months remaining in the Initial Term. The aforementioned provision for a cancellation charge is intended to establish liquidated damages in the event of a cancellation and is not intended as a penalty.
- B. At the end of the initial term, the customer will be required to issue to Net:telecom a 90 days notice period if they wish to cancel the service.
- C. Net:telecom reserves the right to suspend Services to Customer upon the occurrence of any of the following events: (i) Customer fails to pay undisputed Fees due in accordance with the notice procedure set out in section 2 of this Agreement; or (ii) Customer violates the terms of Net:telecom's AUP as stated in Article 5. Net:telecom may suspend Services if any AUP violation harmful to the Net:telecom network or its customers occurs and continues uncured for more than 4 working hours after written notice thereof from Net:telecom. Such suspension will not relieve the Customer of the obligation to pay Recurring Fees during the period of suspended service. In the event of suspension due to AUP violation, service will be reinstated immediately upon remedy by the Customer of the violation. For the avoidance of doubt, the intention of this clause is solely to protect quality of service for all customers.
- D. Upon termination of this Agreement or any applicable Order, Customer shall relinquish any IP addresses or address blocks assigned to Customer by Net:telecom.
- E. Either party may terminate this Agreement with immediate effect by written notice:-
- 1 in the event that an administrator is appointed or an administration order is made, or a receiver or administrative receiver is appointed over any of the other party's assets or undertakings or a winding-up resolution or petition is passed (otherwise than for the purposes of reconstruction or amalgamation);
 - 2 if the other party is in material default of a material obligation under this Agreement and in the case of any breach capable of remedy fails to remedy the breach within a period of thirty (30) days after receipt of written notice to do so from the non-defaulting party.
- F. Following termination of this Agreement and without prejudice to any rights or remedies available to Net:telecom, the Company shall pay to Net:telecom on demand all arrears of Charges due up to the date of termination under this Agreement or as a result of termination of this Agreement. This clause shall continue to be binding on the Customer notwithstanding termination of this Agreement.
- G. Any termination of this Agreement shall be without prejudice to the accrued rights of the parties on the date of such termination, and to the continuation in force of all provisions of this Agreement which expressly or implicitly survive such termination.

4. Equipment

- A. All equipment supplied by Net:telecom under this Agreement shall remain the property of Net:telecom unless such equipment was purchased outright by the Customer.

- B. If Customer's Service includes leased equipment, all such hardware and software (together with all documentation) located at the Customer's premises must be returned to Net:telecom upon termination of the Services. Customer will remove such hardware, appropriately package it and return it to Net:telecom; freight prepaid, and delete all copies of the software on any systems of Customer. If Customer fails to do the forgoing within thirty (30) days after termination of the Services, Net:telecom may: (a) invoice and Customer shall pay to Net:telecom within thirty (30) days of the invoice date, the retail replacement value for such hardware and software that is not returned, and/or (b) pursue any other rights and remedies Net:telecom may have at law or in equity.

5. Acceptable Use Policy ("AUP")

- A. Net:telecom does not monitor or exercise control over the content of the information transmitted or stored by Customer, and Customer assumes all responsibility for such information.
- B. The Service may only be used for lawful purposes according to the laws of England and Wales. Sending bulk unsolicited email and violations of system or network security are prohibited. Activities which demonstrably incite denial-of-service attacks (for example the use of "bots" or "flaming" - general anti-social behaviour in online forums etc) are prohibited. Use of the Service for illegal sharing or distribution of software and other intellectual property is prohibited.

6. Warranties and Covenants

- A. Net:telecom warrants that the Service(s) will conform to the applicable Service Description(s) and Service Level Agreement in all material respects.
- B. Net:telecom covenants that the Services will be performed for Customer in a good, diligent and workmanlike manner in accordance with best industry standards and applicable laws and governmental regulations. Net:telecom will not be responsible for nonconformities arising from inaccurate or incomplete data or information provided by Customer, or for failures or delays arising from lack of cooperation of Customer.
- C. Customer agrees to reasonably cooperate with Net:telecom's performance of Services. Customer further agrees to take any and all actions reasonably necessary to enable Net:telecom to perform the Services contemplated herein in an effective and efficient manner.
- D. Net:telecom covenants that its personnel performing the Services, while present at the facilities of Customer will comply with the security and safety policies of Customer that are notified to Net:telecom.
- E. Warranty Disclaimer. Except for the covenants expressly stated in this provided as is. The provisions of this section are exclusive and are in lieu of all other warranties, written or oral, statutory, express or implied, including but not limited to any implied warranty of title, merchantability or fitness for a particular purpose. Customer understands and agrees that the Services provide no warranty or guaranty against intrusions, viruses, Trojan horses, worms, time bombs, bots or other similar harmful or deleterious programming routines affecting Customer's network.

7. Limitation of Liability

Neither party, nor any supplier of any party, shall be liable to the other party, regardless of the form of action, whether in contract, in tort or otherwise, for any indirect, incidental, consequential, punitive, reliance or special damages, or for any loss of business or prospective business opportunities, profits, savings, information, use or other commercial economic loss, even if advised of the possibility of such damages. In no event will either party's or its suppliers' liability under or related to this Agreement, the Services, or any other products or services provided to Customer exceed one year's Recurring Fees payable under this Agreement for the applicable Services or for the applicable products. Customer's sole remedy with respect to the provision of Services or the failure to provide Services is as set forth in the service level agreement contained in the applicable service description or in the absence of an SLA, Net:telecom's standard service credit policy.

8. Proprietary Rights and Information Protection

- A. Net:telecom hereby grants Customer a non-exclusive, non-transferable license to use the Services, which may include hardware, software and firmware provided hereunder during the term of this Agreement. All rights with respect to the Services including, but not limited to, intellectual property or similar rights belong exclusively to Net:telecom and/or its suppliers. The license set forth in this paragraph shall terminate immediately upon termination of this Agreement.
- B. Customer shall not or permit others to (a) disassemble, decompile, reverse engineer, modify or prepare derivative works of any software or product used in provision of the Services (b) remove any identification or notices of any proprietary or copyright restrictions from any such product, software, service, documentation or support material, or; (c) copy any product, software, service, documentation or support material except to support the authorized level of use.
- C. Net:telecom and Customer acknowledge that in the course of providing Services, Net:telecom may have access to confidential information of Customer. Unless otherwise expressly authorized by the Customer or required by law, Net:telecom agrees to hold such information in confidence and not to disclose it to any third party or use it for any purpose other than providing Services to Customer and shall procure that any employee, agent or sub-contractor of Net:telecom shall comply with this confidentiality undertaking.

9. Indemnification

- A. Customer shall indemnify, defend and hold harmless Net:telecom (including the cost of reasonable attorney's fees) against: (i) claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the content transmitted by the Customer or Customer's end-users over Net:telecom's facilities or equipment; and (ii) all claims of any kind by Customer's end users.
- B. Each party shall indemnify, defend and hold harmless the other party (including the cost of reasonable attorney's fees) against all other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of that party, or that party's agents or end users, in connection with any service or facilities or equipment provided by Net:telecom.

10. Insurance

Each party shall be responsible for assessing its own need for property, casualty and liability insurance and shall obtain such insurance covering its risks as it sees fit. Each party shall bear the risk of loss and damage with respect to its own equipment and agrees not to make any claims against the other, or assign any such claims to third parties, for any property loss or damage.

11. Compliance with Export Control Laws

Customer will not export, re-export, transfer, or make available, whether directly or indirectly any Service, any related technology, or any direct product of either to anyone outside the UK in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the UK Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

12. General

- A. Either party may assign or transfer this Agreement, upon not less than fourteen (14) days written notice to the other party, to another company within their Group without requirement for prior consent from the other party. Neither party shall otherwise assign or transfer this Agreement in whole or in part without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Any act in derogation of the foregoing shall be null and void. No such assignment shall relieve either party of its obligations under this Agreement.
- B. Net:telecom may identify Customer as its customer and use Customer's name in marketing materials and sales presentations. Such material is subject to the prior review and written approval of Customer.

C. Neither party shall be responsible for performance of its obligations hereunder where delayed or hindered by war, riots, embargoes, strikes or other occurrences beyond the party's control. Each party shall notify the other party in the event of any of the foregoing occurrences. Should such occurrence continue for more than sixty (60) days, the adversely affected party may cancel this Agreement for the affected Services with no further liability other than charges prorated to the date of such occurrence (including any refunds thereof).

D. This Agreement supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any purchase order submitted. This Agreement may not be modified except by signed written amendment by the parties.

E. This Agreement shall be governed by the laws of the UK and the parties commit to the exclusive jurisdiction of the courts of England and Wales in the event of any dispute.

F. All notices shall be in writing. Notice to Net:telecom shall be sent to: Net:telecom Business Communications Ltd, Block A, Southgate Office Village, 284 Chase Road, Southgate, London, N14 6HF. Notice to the Customer shall be sent to the Administrative Contact set forth on the Order Form. Either party may change its address by giving notice to the other.

Net:telecom Service Description

The Net:telecom Network is a high performance Internet Protocol and Ethernet computer network with access to and from the global Internet. The Net:telecom service (the "Service") consists of a network connection between the Net:telecom Network and the Customer site local area network. The Net:telecom Network attachment is installed, managed, and operated by Net:telecom. Except where expressly permitted herein, Customer is not authorized to provide the Service to any third party person, firm, institution or organization.

Part I - GENERAL TERMS

Order Acceptance: Net:telecom will commence Service Provisioning activities immediately upon receipt of the completed signed Order Form and Network Service Agreement in conjunction with valid provisioning information as requested by Net:telecom using a Provisioning Form and receipt of any agreed Initial Payment.

Service Provisioning. Net:telecom will provide connectivity between a Net:telecom service delivery interface (or equivalent) at the Customer's location. A significant part of the installation process is the detailed design and installation of the local fibre cabling, by Net:telecom or a contracted Telecommunications Operator. Any unforeseen special facilities or construction required to establish communication service to the Customer site may cause delay in installation, and may incur additional costs which will be borne by the Customer. Unless otherwise agreed by the parties, end to end management of the Service will be performed by Net:telecom. Customer is responsible for end to end physical management and operations for extensions it provides on the Customer side of the Service Demarcation.

Service Demarcation. The Service Demarcation is the point where Net:telecom's responsibility for the connection ends and is the termination of the local fibre cabling or service delivery interface. Installation of any necessary cross connects or extensions on the Customer side of the service delivery interface are the responsibility of the Customer. Support beyond the Service Demarcation will be the responsibility of the Customer, including, but not limited to: routing, LAN integration and IP addressing, software, and locally maintained resources.

Installation and Service Commencement. Net:telecom shall schedule the installation of the Services on a date mutually agreed to by the parties. The parties expressly understand that requested installation dates are for planning purposes only and such dates are not guaranteed. If Customer requests a delay in the installation date, Net:telecom will accommodate the request, provided that: (a) such delay does not exceed thirty (30) calendar days from the original installation date, (b) Net:telecom receives the requested delay in

writing from Customer no later than 10 days prior to the original installation date, and (c) Customer agrees to pay any additional charges resulting from such delay.

Early Termination Liability. Customer may cancel any or all of the Service(s), or any component of a Service during the Initial Term, or any subsequent Renewal Term by providing sixty (60) days prior written notice (such Agreement term then in effect, including without limitation, the Initial Term, and/or the Renewal Term shall be referred to as the “Term” for the purposes of this paragraph). In such case, Customer shall pay to Net:telecom all charges for the applicable Service provided through the effective date of such cancellation plus a lump sum cancellation charge determined as follows: 100% of the scheduled payments for the Service for each of the months remaining in the Initial Term. The aforementioned provision for a cancellation charge is intended to establish liquidated damages in the event of a cancellation and is not intended as a penalty.

Service Changes. Upgrades in Service: Customer may elect to upgrade service during the term of this Agreement. In such event, Customer shall elect a new term ending on or after the end of the Term of the Service Order then in effect. The pricing for service during such new term will be Net:telecom’s standard pricing for contracts of the length of such new term.

Standard Domain Name Service Resolver (DNS) and Mail Relay. DNS provisions are not included with the Service, but may be offered as a courtesy by discussion with the Customer and are subject to no warranties or service level agreement unless separately contracted.

SMTP Mail Relays, whether inbound or outbound, are not included with the Service, but may be offered as a courtesy by discussion with the Customer and are subject to no warranties or service level agreement unless separately contracted.

Network Number Assignment. Net:telecom will provide and/or route into the Net:telecom Network two types of network numbers (1) network numbers from its assigned address block, or (2) Customer-provided network numbers already in the possession of the Customer but requiring access through the Net:telecom Service.

For Customer-provided network numbers, Net:telecom cannot guarantee that other Internet Service Providers will accept and route traffic from any network number not assigned by Net:telecom, and is not responsible for regional IP registry policy (ARIN, RIPE etc) about network number assignment. Net:telecom will limit route advertisements to networks assigned by official registries. Net:telecom reserves the right to report network number abuse and mis-management to the appropriate registry. If requested, Net:telecom will endeavour to obtain provider-independent (PI) network numbers on behalf of Customer on request, but Customer will bear any costs incurred by Net:telecom. Customer will be required to provide supporting documentation for their address requests. Upon termination of this Agreement Customer is required to return any Net:telecom-assigned network numbers for reassignment

BANDWIDTH USAGE BILLING – FIXED SPEED AND 95TH PERCENTILE

Internet access services are provided by Net:telecom on either a fixed speed or 95th percentile (usage billing) basis

Fixed Speed Services. Net:telecom will restrict the speed of Internet connection to the agreed bitrate. Customer has unlimited use of the Internet connection at that speed, with no charges for data transferred.

95th Percentile bitrate (Mb/s). Approximately every five minutes, Net:telecom will capture the number of bits passed through Customer access port in either direction and store the average bandwidth utilization (in bits/sec) since the last capture. That bitrate, measured as the sum of traffic IN and traffic OUT of the port, becomes a single sample.

These samples are stored for a period of one month. At the end of the month, all of the data samples (around 8000) are put in order from highest to lowest and the top 5% are discarded. The highest remaining data sample will then be referred to as the "95th Percentile" rate used for billing purposes.

Connection Monitoring. Certain problems can be proactively detected by Net:telecom, while others are detected by the customer experiencing the problem. Whenever monitoring indicates a problem with the connection, Net:telecom will notify the Customer's Technical Contacts and begin problem determination and resolution.

Network Status Updates. Net:telecom maintains an e-mail list to notify customers about planned changes to the network, current outages and problems. Net:telecom should be kept advised of Customer contact email addresses for this purpose.

Customer Support Centre. Net:telecom provides for coordination and resolution on the network attachment via the Net:telecom Customer Support Centre (the "CSC") for any problems associated with the Net:telecom provided service. The CSC operates 7x24. Net:telecom will provide a 24-hour service contact which can be reached by telephone at 07968 587 076 or via email at support@nettelecom.uk.com.

Facilities Specifications. If requesting Net:telecom installation or maintenance of CPE, Customer must provide facilities suitable for the location of the equipment. General requirements are as follows:

Power: 220-240VAC electrical service, four receptacles, 13A minimum Temperature: 70 degrees nominal, acceptable range 40-90 degrees Humidity: 40% nominal, acceptable range 0% - 90% non-condensing. Specific physical and environmental requirements for each type of standard equipment are available from Net:telecom. In addition, Customer shall provide all equipment and other facilities required to interface with the CPE, including the appropriate local area network connection. Customer shall provide all necessary preparations required to comply with Net:telecom's installation and maintenance specifications. Everything to be provided by the Customer is herein called the "Facilities" and the cost of obtaining, installing and maintaining the Facilities is the sole responsibility of the Customer.

Maintenance of Facilities. Customer shall maintain the Facilities to continuously meet the Facilities Specifications. The Customer is responsible for providing physical security and safety for the CPE and the Facilities. All costs of performing the maintenance and other requirements of this paragraph shall be the responsibility of the Customer.

Relocation of Equipment or Service. Any cost of relocation of Service once installed by Net:telecom is the responsibility of Net:telecom, unless such relocation arises from a change of Customer requirement or Customer request.

Access by Net:telecom. Customer shall provide to Net:telecom and to suppliers of communications lines reasonable access to Customer's premises to perform any acts required by this Agreement. Access may be required for many reasons, including the installation, maintenance, and modification of the CPE, the Facilities or the local fibre cabling.

PART II SERVICE LEVEL AGREEMENT ("SLA")

Net:telecom commits that the Service will be available 99.99% of a given month ("Committed Service Availability")

If Net:telecom fails to meet the Committed Service Availability, Customer will be entitled to receive service credits based upon the accumulated interruption of Service, measured from the reporting of the issue to the Net:telecom Customer Support Centre ("CSC") to the restoration of Service as described below. Any claim for credit must be submitted in writing by Customer to Net:telecom within ten business days of the interruption.

- A.** If the accumulated interruption of Service is equal or greater than one (1) hour, but less than four (4) hours in any one day, Customer shall receive a credit equal to the pro-rated monthly charges for (1) day's service.
- B.** If the accumulated interruption of Service is more than four (4) hours in any one day, Customer shall receive a credit equal to the pro-rated charges for seven (7) days' service.
- C.** If the accumulated interruption within any seven (7) day period equals or exceeds twenty-four (24)

hours, Customer shall receive a credit equal to the pro-rated charges for 1 month's Service.

Provisions A-C above shall not apply if an interruption is (a) caused by the negligence or wilful misconduct of Customer or others authorized by Customer to use the Services provided by Net:telecom; (b) due to a failure of power, or any problem of any type occurring at the Customer's side of the Service Demarcation; (c) caused by the failure of access to Net:telecom's network, unless such failure is solely caused by Net:telecom; (d) a result of scheduled maintenance, or (e) due to any cause beyond Net:telecom's control. Customer shall also not receive credit if correction of the problem requires access to Customer's premises and such access is denied or delayed by the Customer. Net:telecom provides no service level guarantees or credits for optional or additional services including mail, DNS and Network News and temporary outages may occur as a result of scheduled or unscheduled maintenance.

Note re (c) above. Where Service is not available due to failure of access to Net:telecom' network due to Access Circuit fault, Net:telecom shall compensate the Customer solely by the amount Net:telecom is compensated by the provider of the Access Circuit.

APPENDIX 1: BT Openreach Access Circuit SLA (for reference only)

Below is an extract from the Openreach EAD access circuit SLA, illustrating the service level agreement applicable for an EAD Access Circuit often used by Net:telecom to provide service.

Service levels for BT Openreach EAD (Ethernet Access Direct) access connection

The table below shows the stages where repair Keeping Customers Informed (KCI) indicators are provided to CPs on each order based on the standard lead times.

KCI No	KCI Description	Estimated timeframe for issue (for information only)
1	Fault received – trouble ticket reference (automated)	Issued immediately fault is accepted
2	Diagnostics Completed and task has been raised for engineer / or Diagnostics Completed and Fault Cleared	Issued within 1 hour of fault acceptance
3	Engineer has been sent out / Engineer's ETA / Engineer's name and vehicle number	Issued 1 hour 30 minutes after fault acceptance. Note: Engineers are allocated during first 30 minutes
4	Engineer on site / or Fault Cleared / or Fault not NTE, fibre engineer will be sent out	Issued when the first update is received from engineer at 2hours 30 minutes Note: An update from the engineer will be obtained each hour until otherwise agreed with the CP. i.e. if fibre repair or appointed
5	Fault is closed	Issued when fault is closed

BT SERVICE LEVEL AGREEMENT FOR EAD CIRCUITS AS AT 16/2/2010

Repair

(a) BT will use reasonable endeavours to make the repair service available 24 hours a day, 7 days a week including Bank and Public Holidays.

(b) BT will use reasonable endeavours to acknowledge receipt of a fault report from the Communications Provider within one hour.

(c) BT will use reasonable endeavours to respond within 4 hours of receipt of a fault report, unless agreed otherwise in writing by the Parties.

(d) If the relevant Service is not restored within the timescales set out in paragraph 3.2 below, BT will use reasonable endeavours to contact the Communications Provider to report the progress being made to restore the Service.

BT will restore the Service within 5 hours of a fault being reported. If BT fails to do this, the Communications Provider shall be entitled to the compensation set out in paragraph 4.2 of this Schedule.

Late Repair

(a) A delayed repair will become eligible for compensation if the reported fault causes „total loss of service“ (i.e. no transmission of signals in one or both directions between the product demarcation points) for more than 5 clock hours after it has been reported to BT (“Qualifying Fault”).

(b) The Communications Provider shall be entitled to compensation for each Qualifying Fault. The compensation shall be 15% of one month's relevant individual circuit (or Bulk Transport Link where applicable) monthly rental for each full hour over the 5 hours referred to above up to a maximum of 200 hours.

Limit on Compensation

The maximum compensation that a Communications Provider can receive for late repair is an amount equal to 200 multiplied by 15% of the relevant individual circuits (or Bulk Transport Link where applicable) monthly rental.