

curveball

TERMS AND CONDITIONS FOR THE ETHERNET SERVICE

The terms and conditions incorporated in this order form ("the Order Form") constitute an addendum to the Company's Supply Agreement (Telecommunications Services Agreement, Switchless Resale Agreement, Carrier Services Agreement or Interconnect Agreement). Defined terms used that are not defined in this Order Form shall have the meanings attributed to them in the Supply Agreement and any terms of such Supply Agreement not expressly amended by this Order Form shall continue to have full force and effect. In case of a conflict between the provisions of this Order Form and the Supply Agreement the order of preference shall be as follows:

- 1) Order Form
- 2) Supply Agreement

This Order Form applies when the Company purchases Curveball Solutions Ethernet Service.

1. Applying for Initial Pricing

- 1.1 Initial pricing for all Ethernet Services shall be obtained by the Company prior to submission of an order.
- 1.2 Initial prices for Ethernet Services are provided subject to the receipt of complete and valid information, as required by Curveball Solutions
- 1.3 Initial prices are provided without Excess Construction Charges (as defined in clause 2.6 below) the requirement for which may become apparent during the order process.
- 1.4 All prices, although accurate at the time, are indicative only and subject to site survey. Definitive pricing can only be confirmed at point of order with the underlying access provider.

2. Ordering

- 2.1 The ordering process for the Ethernet Service is provided by Curveball Solutions.
- 2.2 The Company shall order the Ethernet Service by first completing a Customer Requirements Form ("CRF") provided by Curveball Solutions, and returning the same to the nominated contact together with the Order Form.
- 2.3 Curveball Solutions shall validate a received CRF before accepting it as an order. Curveball Solutions reserves the right not to process a CRF which is incomplete or not completed in accordance with the guidance section of the CRF.
- 2.4 Curveball Solutions shall either provisionally accept or reject the order submitted by the Company. Curveball Solutions shall not be obliged to give

any reason for the rejection of an order. Provisional acceptance shall be provisional on any necessary site and installation surveys as set out in clause 6 below. Provisional acceptance shall not be binding on Curveball Solutions as regards any desired installation or commencement dates which shall be indicative in nature only.

- 2.5 Curveball Solutions may, as part of its provisional acceptance of the order, impose special terms which will be advised to the Company in writing. Any such special terms shall be deemed to be a variation of the Order Form. In the event that Curveball Solutions imposes such special terms the Company may cancel its order without penalty within 10 days of notification thereof by Curveball Solutions.
- 2.6 Curveball Solutions may vary the initial pricing provided by the pricing tool (as set out in clause 1 above) by levying an additional charge where the provision of the Ethernet Service, or part thereof, requires the provision of resources that exceed the level of resource which would normally be required to supply such service ("Excess Construction Charges"). Curveball Solutions shall notify the Company of any such Excess Construction Charges. The Company shall either accept such Excess Construction Charges, in which case they shall be deemed to be incorporated in the Order Form and a revised Order Form will be reissued to include such charges, or reject them, in which case the order will be deemed to be cancelled. If the Company neither accepts nor rejects the Excess Construction Charges the order will be automatically cancelled by Curveball Solutions 14 days after notification of such charges.

3. Service Provision

- 3.1 Curveball Solutions reserves the right not to provide the Ethernet Service to any site and to withdraw its provisional acceptance of an order for reasons including, but not limited to:
 - a) The distance between a site and the point of presence of Curveball Solutions or its underlying service provider;
 - b) If a site survey finds that a site is not suitable for the provision of the Ethernet Service; or
 - c) If the Company does not agree to pay the Excess Construction Charges or any other Charges reasonably levied by Curveball Solutions in addition to the Charges initially generated by the pricing tool.
- 3.2 Subject to clause 3.1 above Curveball Solutions will issue a final acceptance of the order to the Company. Such final acceptance will include the agreed date that installation of the Ethernet Service can be completed by Curveball Solutions (the "Contractual Delivery Date").
- 3.3 The Contractual Delivery Date may be later than the End User Required Date shown on the Order Form if a) the End User Required Date falls before the minimum order lead times, or b) Curveball Solutions encounters delays (including, but not limited to, complications connected with the site survey) which could not reasonably have previously been foreseen.
- 3.4 On a date during the order fulfilment process which will be advised by Curveball Solutions to the Company, Curveball Solutions or its nominated sub-contractor will visit the End User site to install the network terminating equipment ("NTE").

Within two working days of completion of the installation of the NTE the Service will be connected to the Curveball Solutions network and, following the successful conclusion of a series of commissioning tests performed by Curveball Solutions or its nominated sub-contractor, the Service will be deemed to be ready for use and Curveball Solutions shall be entitled to invoice the Company for such Service from this date ("the Installation Date"). The "Service Commencement Date" is subject to the installation by the Company of the required router (whether such is supplied by Curveball Solutions or not) and the completion of successful testing of the final installation with Curveball Solutions and may be subsequent to the date when the Service is deemed ready for use as set out above. Where the Ethernet Service is being used to provide connectivity to an IP telephony service the Service Commencement Date will be further contingent on the Company having successfully completed all necessary work on the provision of such IP telephony service.

- 3.5 Curveball Solutions shall be responsible for the provision of the Ethernet Service up to the Service Demarcation Point, Curveball Solutions will use reasonable efforts to install the Ethernet Service by the Contractual Delivery Date and perform the commissioning tests within two working days thereafter, all in accordance with the service levels set out in Appendix 1 to this Order Form. The Company acknowledges that all timeframes are estimates only and that service levels are target service levels only. Except as set out in Appendix 1, Curveball Solutions has no liability for any failure to meet the Contractual Delivery Date or for any failure to meet any service levels or to repair a fault within any given timeframe.

4. Service Cessation and Cancellation

- 4.1 Ethernet Service to a site may be terminated by the Company on 60 days' written notice to Curveball Solutions provided that the minimum term (as set out in the Order Form) has expired.
- 4.2 Curveball Solutions may terminate the Ethernet Service or part thereof on 3 months' written notice to the Company provided that such notice extends the termination date beyond the end of the minimum term as set out in the Order Form for that circuit.
- 4.3 Curveball Solutions may terminate the Ethernet Service immediately by notice to the Company if required to do so by a direction of Ofcom.
- 4.4 If the Company terminates the Ethernet Service or part thereof before the end of the minimum term Curveball Solutions shall be entitled to invoice the Company with Curveball Solutions recurring Charges for that Service from the effective date of termination for the remainder of the minimum term.
- 4.5 The Company agrees that if the Ethernet Service or part thereof is terminated for any reason it will inform the End User of that fact and that the End User needs to make alternative arrangements. This clause shall survive the termination of such Service.
- 4.6 If the Company cancels an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by Curveball Solutions, the Company agrees to reimburse Curveball Solutions for any costs it has incurred in preparing to deliver the Ethernet Service. If the Order Form includes any Excess Construction Charges such charges will be payable in full by the Company on cancellation of an ordered Service.

- If the Company requests a change to the End User Required Date and/or
- 4.7 the Contractual Delivery Date (and this has been accepted by Curveball Solutions) and subsequently cancels the order any cancellation charge will be calculated on the later of the revised End User Required Date or Contractual Delivery Date, as the case may be.
- If the cancellation of the order is due to Curveball Solutions failure to
- 4.8 provide the Ethernet Service within a reasonable time after the agreed End User Required Date or Contractual Delivery Date, if later, no cancellation charge will be levied.
- 4.9 This contract will automatically rollover for the term of two years from the date of expiry, unless 90 days' notice is given in writing to Curveball Solutions UK Limited by the Client.
- 5.0 Curveball Solutions UK Limited reserve the right to pass on to the Client any increase in charges from a third party provider.

5. Changes

- 5.1 The Company may request a change to the bandwidth of an installed Ethernet Service as follows:
- a) Once a month in respect of an upgrade in the overall bandwidth; or
 - b) Once in any 12 month period in respect of a downgrade in the overall bandwidth; or
 - c) Once a month in respect of a change to the capacity allocated to either the IP telephony service or the internet service where a converged service is being provided.

6. Surveys and Installation

- 6.1 Provision of the Ethernet Service will be subject to the completion of a satisfactory site survey by Curveball Solutions or its sub-contractor. The Company acknowledges that it will be necessary for Curveball Solutions or its sub-contractor to visit an End User site or sites to conduct such survey and for the purposes of installation.
- 6.2 Where an appointment is made for Curveball Solutions or its sub-contractor to visit an End User site, including for the purposes of a site survey or for installation, and the visit cannot be successfully completed due to:
- a) The inability of Curveball Solutions or its sub-contractor, through no fault of their own, to complete the work;
 - b) The inability of Curveball Solutions or its sub-contractor to gain access to the site or sites or any part thereof which is necessary for the work;
 - c) The appointment is broken by the End User or the Company; or
 - d) Any other reason where Curveball Solutions or its sub-contractor is not at fault,

Curveball Solutions will charge the Company with its standard aborted visit charge.

- 6.3 Unless otherwise agreed in writing between the parties the Company must agree an appointment for installation at a site within 14 days of notification by Curveball Solutions or Curveball Solutions preferred installation date. In the event that the Company does not agree such an appointment, the appointment will be deemed to have been fixed for Curveball Solutions

preferred installation date unless a revised End User Required Date is subsequently agreed.

- 6.4 It is the Company's responsibility to install a router at the End User's site or sites where this is required and neither Curveball Solutions nor its designated sub contractor shall bear any liability for any delays in the provision of the Service due to delay in the installation of such router.

7. Service Assurance and Problem Management

- 7.1 The Company's nominated contacts will be the only point of contact with Curveball Solutions for the notification of faults with the Ethernet Service and their resolution. The Company acknowledges that Curveball Solutions will not accept fault reports directly from an End User and agrees that it will advise its Customers and End Users to report all faults to the Company.
- 7.2 Curveball Solutions and/or the supplier of such equipment will provide the maintenance of any equipment installed on a site as part of the Service on the Curveball Solutions side of the Service Demarcation Point.
- 7.3 The Company will be responsible for initial fault diagnosis and will report a fault to Curveball Solutions only where it reasonably believes the fault is not caused by any End User installed equipment or any malfunction on the End User side of the Service Demarcation Point. Curveball Solutions shall be entitled to charge the Company with its standard abortive visit charge if a visit results in the fault being traced to any End User installed equipment or any such malfunction (or if Curveball Solutions or its sub-contractor fails to gain entry to the End User site). Curveball Solutions shall also be entitled to invoice the Company for configuring, testing and despatching replacement routers in the event that no fault is subsequently found in the original router or its configuration (where provided by Curveball Solutions) or where a fault has been incorrectly diagnosed by the Company.

8. Service Constraints

- 8.1 The Company acknowledges and accepts that there may be certain technical limitations to the Ethernet Service as set out in clauses 8.2 to 8.4 below.
- 8.2 There may be technical or geographical limitations which do not enable the Ethernet Service to be installed. Provision of the Service is conditional on a site survey when such limitations will normally become apparent. In the event that a site survey reveals that the required Ethernet Service cannot be installed Curveball Solutions will cancel the order without charge to the Company.
- 8.3 If during the commissioning of the Ethernet Service it is found that, despite the reasonable endeavours of Curveball Solutions and/or its sub-contractor, the agreed bandwidth performance cannot be achieved, Curveball Solutions will cancel the order without charge to the Company.
- 8.4 Certain technical limitations may not become apparent until after the Ethernet Service has been installed and has been working for some time. In such cases where no alternative solution can be found, Curveball Solutions shall be entitled to withdraw the Ethernet Service and will issue a credit or credits to the Company for any Charges which have already been invoiced to the

Company in relation to the Ethernet Service (save for any charges for abortive visits).

- 8.5 In the circumstances referred to in clauses 8.2 to 8.4 above, and notwithstanding anything to the contrary in this Order Form or in the Supply Agreement, Curveball Solutions shall have no liability to the Company for any failure to provide the Ethernet Service, the performance of the Ethernet Service, its effect on any other services or equipment or the withdrawal of the Ethernet Service, save as set out above.

9. Equipment

- 9.1 Equipment provided by Curveball Solutions or by its sub contractors for the delivery of the Ethernet Service ("the Equipment") remains the property of Curveball Solutions or its sub-contractors, as the case may be, and neither the Company nor the End User shall acquire any property in it. Curveball Solutions will provide the network terminating equipment and may provide the end user premises router where such has been ordered from Curveball Solutions by the Company. In cases where the Company or the End User supplies such router Curveball Solutions does not guarantee that any such router will be compatible with and/or suitable for use with the Ethernet Service provided by Curveball Solutions. Curveball Solutions shall be entitled to charge (at its then current standard rates) for any configuration or other work performed by itself or any of its sub contractors which is required to bring any router supplied by the Company or its End User into a state where it is compatible with the Ethernet Service.
- 9.2 The Company shall (or shall procure that the End User shall) provide a suitable place, conditions, connection points and electricity supply for the Equipment according to Curveball Solutions reasonable instructions and carry out any site preparation work reasonably required by Curveball Solutions.
- 9.3 The Company shall (or shall procure that the End User shall) obtain all necessary third party consents required in relation to building alterations or additions, access to land or other permission required to install the Equipment or, where this is carried out by Curveball Solutions or its sub-contractor, shall render all reasonable assistance required by Curveball Solutions.
- 9.4 The End User is responsible for the Equipment and shall be liable to Curveball Solutions for any loss or damage to it save where such loss or damage is caused by fair wear and tear is caused by Curveball Solutions, its sub-contractor or anyone authorised to act on their behalf. The End User shall take all reasonable steps to prevent any damage to the Equipment and to prevent anyone (except anyone acting on Curveball Solutions or Curveball Solutions sub-contractor's behalf) from adding to it, modifying it or interfering with it in any way.
- 9.5 The Company shall include provisions equivalent to clauses 9.1 to 9.4 above in its contracts for the Ethernet Service with its Customers and End users.

10. Connection

- 10.1 Any equipment connected to the Ethernet Service must be technically compatible with the Ethernet Service and connected and used in compliance

- with any applicable instructions, standards or laws. Any such equipment should not cause any damage to the supplied network, the Ethernet Service, the Equipment, any other customer's network or the network of any underlying service provider.
- 10.2 The Company agrees to, and agrees to procure that its Customers and End Users will, only connect equipment to the Ethernet Service by using the CPE provided by Curveball Solutions.
- 10.3 If the Company, its Customers or its End Users become aware that any equipment connected to the Ethernet Service does not comply with the relevant instructions, standards or laws they should immediately disconnect the equipment or ensure its immediate compliance. Failure to disconnect non-compliant equipment will result in Curveball Solutions disconnecting it at the Company's expense.
- 10.4 Curveball Solutions will not be liable for any failure to meet any service levels or any failure of the Ethernet Service or any other obligations if such failure has been found to be caused by the connection of any equipment other than in compliance with this clause 10.

11. Access

- 11.1 Curveball Solutions and/or its sub-contractor will conduct any required site visits during normal working hours, that is to say between 08:00 and 17:00 Mondays to Fridays (excluding UK public and bank holidays). In the event that the Company requests a site visit outside such hours this will be the subject of an additional Charge. Such charge will not apply to visits to repair faults.
- 11.2 The Company will procure that the End User will provide access to the site to Curveball Solutions and/or its sub contractor for the purposes of site surveys, installation or otherwise as required for the provision of the Ethernet Service. The Company shall provide and procure that the End User provides a suitable and safe working environment for Curveball Solutions employees and authorised sub-contractors at the site. The Company shall identify Curveball Solutions and its sub-contractors for death or personal injury claims or actions threatened or brought against them resulting from the Company's breach of this clause 11.2, save where such claim or action results from Curveball Solutions negligence or that of its employees, sub contractors or agents acting in the course of their employment or agency.
- 11.3 Curveball Solutions agrees to observe and ensure that its employees observe the Company's and/or the End User's reasonable security and safety requirements insofar as these are communicated to Curveball Solutions or its employees.
- 11.4 It is the responsibility of the End user to make good or re-decorate any areas of the site affected by the installation of the Ethernet Service save where any damage is caused by Curveball Solutions negligence in which case the limitation of liability provisions of the Supply Agreement shall apply.

12. Use of Service

- 12.1 If Curveball Solutions notifies the Company (or the Company becomes aware) that the Ethernet Service is being used in breach of the Use of Services provisions contained in the Supply Agreement the Company shall immediately inform the End User that the Ethernet Service will be disconnected if the breach continues. If the End User continues to use the Ethernet Service in breach the Company will immediately disconnect the Ethernet Service.
- 12.2 If the Company uses the Ethernet Service in breach of the Use of Services provisions of the Supply Agreement or continues to supply the Ethernet Service to an End User who is in breach of such provisions Curveball Solutions may suspend the Ethernet Service, insofar as is reasonable in the circumstances, without prejudice to Curveball Solutions rights of termination under this Order Form.

13. General

- 13.1 The Company shall not use Curveball Solutions or Curveball Solutions sub contractors' name or any registered or unregistered trade marks or service marks of Curveball Solutions or its sub contractors without the prior written consent of Curveball Solutions. The Company shall ensure that contracts made between the Company and its Customers and End Users relating to the Ethernet Service are not represented as being with Curveball Solutions or its sub-contractors or branded with Curveball Solutions or its sub contractors' marks or logos but rather are clearly stated to be contracts between the Company and the Customer or End User, as the case may be.
- 13.2 The parties undertake that in relation to their dealings with Customers and End Users and/or potential Customers and End Users they will not:
 - a) Represent themselves as each other and the Company will not represent itself as Curveball Solutions underlying service provider;
 - b) Misrepresent their relationship with each other or, in the case of the Company, with Curveball Solutions underlying service provider;
 - c) Misrepresent the nature and effect of their agreements with Customers and/or End Users; or
 - d) Assert that they have any authority to provide or promote any products or services on behalf of each other or, in the case of the Company, on behalf of Curveball Solutions underlying service provider.

The Company also agrees not to represent that the Ethernet Service is a service provided by Curveball Solutions underlying service provider or that the End User has access to a dedicated service provided by either Curveball Solutions or its underlying service provider.
- 13.3 If the Company is entitled to one or more service credits under the provisions of Appendix 1 the Company acknowledges that Curveball Solutions liability in relation to the subject of such service credits is limited to the amount of such credit.



APPENDIX 1

SERVICE LEVEL AGREEMENT

Curveball Solutions will use reasonable endeavours to comply with the service levels set out in this Appendix, but these levels are target service levels only and Curveball Solutions has no liability for any failure to meet them except as set out in this Appendix.

1.1. Service Demarcation

For all services, with the exception of wires-only internet access, the service demarcation point is the LAN-side port/ports of the Curveball Solutions customer premises router. For wires-only, the service demarcation point is the customer port of the Network Terminating Equipment ("NTE").

1.2. Service Levels

1.2.1. Availability

The Ethernet Service can be used to deliver internet access or IP telephony services. Different network architectures are used to deliver each of these services.

- When used for internet access each Ethernet circuit will be available for 99.9% of any given calendar month;
- When used for IP telephony services each Ethernet circuit will be available for 99.94% of any given calendar month.

The following shall not be included when calculating the above service level(s):

- Outages or delays which are deemed by Curveball Solutions to be the result of matters outside its direct control
- Planned or notified maintenance whether in response to an emergency or otherwise.

1.2.2. Performance

The performance measures below are for the end-to-end service, from the supplied core network (source) to the service demarcation point (destination):

- Latency (Source to Destination) - <15ms
- Packet Loss - <0.2%
- Jitter (Source to Destination) - <5ms

1.2.3. Provisioning

Curveball Solutions will use reasonable endeavours to:

- 1) Notify the Company within 2 working days after the receipt of a CRF and Order Form as to the acceptance or rejection of the CRF and Order Form;
- 2) Notify the Company within 12 working days after the acceptance of a CRF and Order Form of the results of the site survey, whether or not service can be delivered and advise of any Excess Construction Charges;

- 3) Notify the Company within 18 working days after the acceptance of a CRF and Order Form of the amount of Excess Construction Charges payable (if any), the Contractual Delivery Date and the preferred installation date for the circuit;
- 4) To make services live:
 - a. For copper Ethernet, within 30 working days after the acceptance of a CRF and Order Form
 - b. For fibre Ethernet, within 60 working days after the acceptance of a CRF and Order Form; and
- 5) Terminate a service on the date requested by the Company provided that the Company has given Curveball Solutions no less than 60 days written notice.

1.3. Service Level Guarantee

1.3.1. Provisioning

Curveball Solutions will activate the service by midnight on the Contract Delivery Date.

For managed internet access and services supporting IP telephony, the installation of a router is required for the full connectivity to the IP network. This installation occurs on or after the Installation Date.

If Curveball Solutions does not activate the service by midnight on the Installation Date, then Curveball Solutions will credit the Company with a compensation entitlement in accordance with the following table:

Number of working days activation is beyond the Installation Date	Compensation Entitlement - reduction in the connection charge for the circuit
1-10	5%
11-15	10%
16-20	15%
More than 20	20%

Connection charges for any other Curveball Solutions product associated with the service are be excluded from the calculation of the compensation entitlement.

1.3.2. Fault Handling

Curveball Solutions will make available the fault handling service 8am - 5pm all working days of the year. All faults will be validated when reported and subsequently classified as below:

- 1) **Priority 1** - Total loss of service (hard down or no transmission of signal in one or both directions)
- 2) **Priority 2** – Service is available, but either reduced functionality or degradation is creating significant business impact for the End User
- 3) **Priority 3** - Service is available, but either reduced functionality or degradation is being experienced by the End User without any significant business impact for the End User

For Priority 1 faults Curveball Solutions will resolve the fault within 5 Hours (as defined below) from a validated fault, or, for Copper Ethernet, 7 Clock Hours from a validated fault.

Clock Hours are defined as the time between the Start Time and Stop Time, excluding Parked Time, where:

- 1) Start Time means the time a fault has been validated and categorised as a Priority 1 fault
- 2) Stop Time means the time a fault has been resolved
- 3) Parked Time means the time during which the resolution of a fault is outside of Curveball Solutions control

For Priority 2 faults Curveball Solutions will resolve the fault within 1 working day from a validated fault.

For Priority 3 faults Curveball Solutions will resolve the fault within 3 working days from a validated fault.

For Priority 1 faults only, if Curveball Solutions does not resolve a fault on a circuit within the relevant timeframe set out above, then Curveball Solutions will credit the Company with a compensation entitlement in accordance with the following table:

Measurement	Compensation Entitlement - reduction in monthly circuit rental
Each hour or part hour beyond the target fault clearance time	10% of the monthly rental

Credits will be applied on a per fault basis and will be capped at 100% of the monthly circuit rental. Monthly rental charges for any other Curveball Solutions product associated with the service are excluded from the calculation of the compensation entitlement.

1.4. Exclusions from Service Levels and the Service Level Guarantee

A service level, service level guarantee and any compensation entitlement will not apply if:

- the failure by Curveball Solutions is due to the Company's, its Customer's or its End User's own network or equipment or any other network (including but not limited to the internet) or equipment outside the supplied network;
- the Company is in breach of any part of these terms and conditions or the Supply Agreement and such breach affects Curveball Solutions ability to comply with the service level and/or service level guarantee or if Curveball Solutions underlying service provider suspends the service or any part of it as a result of any such breach;
- through no fault of its own or because of circumstances beyond its reasonable control, Curveball Solutions is unable to carry out any necessary work at, or gain access to the Company's, its Customer's or End User's site or the Company fails to agree an appointment date or planned work is aborted (save at Curveball Solutions request);
- reasonable assistance is required or information is reasonably requested by Curveball Solutions from the Company, its Customer or End User or a third party and such assistance or information is not provided or is not provided in a timely fashion;
- through no fault of its own, Curveball Solutions is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level or service level guarantee;
- the failure is due to Force Majeure or some other event outside Curveball Solutions reasonable control;

- the failure is due to a planned or emergency service interruption;
- the failure is due to an inaccurate Order Form having been submitted;
- the Company, its Customer or End User has failed to implement any reasonable and explicit instructions issued by Curveball Solutions in relation to the service.

1.5. Wires-Only Service

Services provided to the reseller without a Curveball Solutions supplied and managed customer premises router are known as 'wires-only' services. These services are not provided as managed services and therefore have a reduced Service Level Agreement, as set out below:

- (a) For a wires-only service, the service demarcation point is the customer port of the Network Terminating Equipment ("NTE");
- (b) The service levels set out in paragraphs 1.2.1 and 1.2.2 above apply to the supplied core network only;
- (c) In the event of a fault it is incumbent on the Company to demonstrate that the fault lies with the supplied Ethernet Service and not externally. If both parties agree this to be the case the fault is deemed to be validated and Curveball Solutions will resolve the fault within the timescales set out in paragraph 1.3.2 above. The compensation entitlement set out in that paragraph will apply to any failure by Curveball Solutions to resolve the fault within such timescales.