

Terms and Conditions for the Supply of Network Services

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Except as expressly stated, these Conditions do not apply to service provided to points outside the United Kingdom, Isle of Man, the Channel Islands, the Republic of Ireland or to points in the Hull area.

1. INTERPRETATION

In this Contract:

“**Access Connection**” means an access circuit capable of supporting digital transmission.

“**Abtec**” means Abtec Network Systems Ltd of Barents House, Compass Point, Market Harborough, Leicestershire. LE16 9HW. Registration number: 3428841

“**Abtec Allocated User-ID and Password**” means a user-identity and password, which Abtec has allocated to the Customer to enable use of the Service.

“**Abtec Equipment**” means equipment placed on a Site by Abtec for the provision of the Service.

“**Contract**” means the Order Form and these Conditions, which in the case of conflict rank in order of precedence above.

“**Customer**” means the person so named on the Order Form and anyone reasonably appearing to Abtec to be acting with that person's authority or permission.

“**CDD**” means the Contractual Delivery Date, which is the date that Abtec is to complete the provision of the Service as agreed in writing by Abtec and the Customer, in accordance with any lead times.

“**CRD**” means the Customer Required by Date, as stated on the Order Form.

“**Domain Name**” means a name registered with an Internet registration authority for use as part of the Customer's URL.

“**Group Company**” means a subsidiary or holding company, or a subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

“**Helpdesk**” means the helpdesk facility provided by Abtec to handle technical enquiries for the Service. The Helpdesk is open between 9am and 5:30pm (GMT) Monday to Friday, except for UK public holidays. The Helpdesk can be reached on 01858 438520. Abtec will advise the Customer of any change to the Helpdesk telephone number.

“**Internet**” means the global data network comprising interconnected networks using the TCP/IP protocol suite.

“**Internet Standards**” means the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250 and any other applicable protocols and standards.

“**LAN**” means local area network.

“**Minimum Period**” means the minimum period set out in the Order Form, beginning on the Operational Service Date.

“**Network**” means the UK network wholly within Abtec's Network Area used to provide the Service.

“**Network Area**” means the United Kingdom other than the Hull Area.

“**Network Terminating Unit**” means the point where the Customer's wiring, equipment or existing qualifying data service is connected to the network.

“**Operational Service Date**” means the date when the Service is first made available to the Customer at a Site.

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“**Order Form**” means the Abtec order form which has been completed and signed by Abtec and the Customer in respect of the Service and which specifies the Charges for the Service

“**PVC**” means a Permanent Virtual Circuit that is configured to provide a virtual path over Abtec’s Internet Protocol (IP) network between the Customer’s selected sites.

“**Service**” means the service or, where appropriate, the services, or part of the service described in Abtec’s Service Terms.

“**Site**” means a place at which Abtec agrees to provide the Service.

“**Software**” means the software provided by Abtec to enable the Customer to access or use the Service.

“**System Administrator**” means a person named by the Customer to be the point of contact with Abtec for matters relating to the provision of the Service.

“**the Hull Area**” means the area in which Kingston Communications (Hull) plc is licensed by virtue of its licence dated 30 November 1987 under the Telecommunications Act 1984 to run telecommunication systems from 1 January 1988.

“**Third Party**” means any other person other than the Customer. This definition expressly includes the Customer’s customers.

“**URL**” means a uniform resource locator, which is the full address for a web site.

“**VPN**” means a Virtual Private Network, provided to the Customer by Abtec, being a network which appears private to its users whilst being provided on a shared infrastructure and restricting communication to those Sites belonging to the VPN.

“**Working Day**” means 9am to 5:30pm, Monday to Friday, excluding Bank and other Public holidays in England

2. DURATION

2.1 This Contract begins on the date that the Order Form is signed by both parties and will continue in full force thereafter, indefinitely, until terminated in accordance with this Contract. The Minimum Period for the Service will be twelve (12) months or as specified in the Order Form. The Minimum Period applies to each Access Connection.

2.2 In the event that Abtec agrees to provide additional services or change the Service (including, without limitation, upgrades or downgrades to the Service or moving the Service to other Customer premises) a new Minimum Period of Service shall apply in respect of each additional or changed Service.

3. PROVISION OF THE SERVICE

3.1 Abtec will provide the Customer with the Service on the terms of this Contract.

3.2 Abtec will use reasonable endeavours to provide the Service by the CDD (subject to survey), but all dates are estimates and, unless specified in the Service Schedule, Abtec has no liability for any failure to meet any date.

3.3 Abtec will provide the Service with the reasonable skill and care of a competent telecommunications service provider.

3.4 It is technically impracticable to provide a fault free Service and Abtec does not undertake to do so. Abtec will however repair any reported faults in accordance with the fault repair service detailed in the Service Terms.

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- 3.5 Occasionally Abtec may:
- (a) for operational reasons change the technical specification of the Service and/or the codes or numbers used by Abtec for the provision of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;
 - (b) suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so will give Abtec will give 30 days notice for planned work, where the suspension will result in loss of connectivity to a site. For unplanned emergency situations Abtec will provide as much notice as practically possible. Abtec will restore the Service as soon as it reasonably can after suspension; or
 - (c) give the Customer instructions, which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by Abtec to the Customer or any other customer.
- 3.6 With the exception of the Abtec Equipment, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service. This Contract does not include the provision of telecommunications services (including without limitation access to the Internet) necessary to connect to the Service.
- 4. PROVISION OF SERVICE BY SPECIAL MEANS**
- 4.1 Where, in order to meet the Customer's specification:
- 4.1.1 Abtec considers it appropriate or necessary in the circumstances applying to provide Service, wholly or in part, by means of non-standard apparatus or at substantially greater expense than it normally incurs, so as to render its standard tariffs inappropriate; or
 - 4.1.2 at the Customer's request, Service is provided at greater expense by reason of the type of materials used, the length, or the manner of installation, than Abtec normally incurs, Abtec may determine whether the Customer will incur charges in addition to (or instead of) any standard charge payable. Where applicable, Abtec will give the Customer written notice of any additional charges that the Customer will incur. If notice is given by Abtec under paragraph 4.1.1 and the Customer does not wish to proceed, the Customer may cancel the application within 14 days of receiving Abtec's notice.
- 4.2 Special terms and conditions may apply to service provided under this paragraph 4. Abtec will give the Customer written notice of any special terms and conditions. If there is any conflict between standard terms and conditions and any special terms and conditions, the special terms and conditions will prevail.
- 4.3 Service to a point in the Hull area, the Isle of Man, the Channel Islands or Republic of Ireland.
- 4.3.1 Where the Service provided under this Contract enables the connection between a point in Network Area and a point in the Hull Area, the Isle of Man, the Channel Islands or the Republic of Ireland, this Contract applies only to the provision of Service by means of telecommunication systems which Abtec is authorised to run and;
 - (a) Abtec may terminate or suspend Service summarily without prior notice to the Customer if the provision of any service outside the Network Area is terminated or suspended;
 - (b) the Customer is responsible for making application for service to the telecommunications provider in the Hull Area, the Isle of Man, the Channel Islands or the Republic of Ireland as the case may be and for compliance with that provider's conditions.
- 4.4 Abtec will configure the Network Terminating Unit and the Access Connection so that IP traffic can be transmitted onto the Network. Abtec will conduct a set of standard tests to ensure that connectivity has been achieved between the Network and Customer equipment at the site. Abtec will conduct a set of standard tests to

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ensure the configuration is functioning correctly. The customer will provide Abtec with all reasonable assistance in carrying out such work. On successful completion of the test, acceptance by the Customer of the Service at that Site shall be deemed to have taken place.

- 4.5 Unless otherwise agreed between Abtec and the Customer, all delivery, installation and commissioning work to be performed by Abtec under this contract will be carried out on Working Days.
- 4.6 If, through no fault of Abtec, Abtec is unable to carry out an installation at or gain access to a Site or Abtec is unable to complete the installation, Abtec shall not be liable to the Customer for any failure or delay in providing the Service by the Committed Delivery Date. In these circumstances, Abtec may charge the Customer any reasonable additional costs and expenses incurred. Abtec will charge £100.00 per hour + travel expenses to a maximum capped cost of £800.00 – Working Day.

5. SYSTEM ADMINISTRATOR

- 5.1 The Customer will appoint System Administrators (up to five named individuals or as agreed in writing with Abtec), provide Abtec with their contact details, and keep Abtec informed of any changes to the details of the System Administrator(s) (or those of their nominated representatives).
- 5.2 The System Administrator will have authority to act for and on behalf of the Customer in respect of all matters relating to the Service. Abtec will only respond to queries or fault reports received from the System Administrator(s), and it is the Customer's sole responsibility to interact with any third parties in relation to the Service.

6. ABTEC EQUIPMENT

- 6.1 In order to enable the installation and use of the Abtec Equipment, the Customer will, at its own expense:
- (a) obtain all necessary consents including consents for any necessary alterations to buildings;
 - (b) provide a suitable environment, accommodation, and foundations, including all necessary trunking, conduits and cable trays in accordance with the relevant installation standards;
 - (b) take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as Abtec advises are necessary, and carry out afterwards any making good or decorator's work required; and
 - (d) provide any electricity and connection points required by Abtec. All preliminaries must be completed in advance of any installation work.
- 6.2 The Customer is responsible for the Abtec Equipment and must not add to, modify or in any way interfere with the Abtec Equipment, nor allow anyone else (other than someone authorised by Abtec) to do so. The Customer will be liable to Abtec for any loss of or damage to the Abtec Equipment, except where such loss or damage is due to fair wear and tear or is caused by Abtec, or anyone acting on Abtec's behalf.

7. CONNECTION OF EQUIPMENT TO THE SERVICE

- 7.1 The Customer must ensure that any equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety or security procedures applicable to the use of that equipment.
- 7.2 The Customer must ensure that any equipment, which is attached (directly or indirectly) to the Service, is technically compatible with the Service and approved for that purpose under any relevant legislation.

8. ACCESS AND SITE REGULATIONS

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8.1 To enable Abtec to carry out its obligations under this Contract, the Customer will provide Abtec employees, and anyone acting on Abtec's behalf, with access to any Site or any other premises outside Abtec's control at all reasonable times. Abtec may agree to work outside its usual working hours, but the Customer must pay Abtec's additional charges for doing so.

Monday to Friday working hours 9 til 5.30pm. Abtec will charge £100.00 per hour + travel expenses (FPCS 40ppm) to a maximum capped cost of £800.00.

Saturday 9 til 5.30pm and Monday to Friday 5.30 til Midnight is a £150.00 per hour + travel expenses(FPCS 40ppm).

Sunday and Bank holidays is £200.00 per hour + travel expenses (FPCS 40ppm)

8.2 Abtec employees and anyone acting on Abtec's behalf will observe the Customer's reasonable Site regulations as previously advised in writing to Abtec. In the event of any conflict between the Site regulations and this Contract, this Contract will prevail.

8.3. The Customer will provide a suitable and safe working environment for Abtec employees and anyone acting on Abtec's behalf.

9. SECURITY

9.1 The Customer is responsible for the security and proper use of all user IDs and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

9.2 The Customer must immediately inform Abtec if there is any reason to believe that an Abtec Allocated User-ID and Password or either of them, has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

9.3 The Customer must not change or attempt to change an Abtec Allocated User-ID and Password.

9.4 Abtec reserves the right to suspend the Abtec Allocated User-ID and Password access to the Service if at any time Abtec considers that there is or is likely to be a breach of security.

9.5. Abtec reserves the right (at its sole discretion) to change all, or part, of the Abtec Allocated User-IDs and Passwords used by the Customer in connection with the Service but will give prior notification to the Customer of such changes in writing.

9.6 The Customer must immediately inform Abtec of any changes to the information the Customer supplied at the time of registering for the Service.

10. USE OF THE SERVICE

10.1 The Customer shall only access the Service as permitted by Abtec and shall not attempt at any time to circumvent system security.

10.2 The Customer warrants that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer or Abtec, provided that Abtec has given notice to the Customer of those which apply to Abtec.

10.3 The Service must not be used in a way that: does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful; or does not comply with any instructions given by Abtec under paragraph 3.5(c) and 7.1.

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- 10.4 The Service must not be used:
- (a) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
 - (b) to cause annoyance, inconvenience or needless anxiety; to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or other than in accordance with the acceptable use policies of any connected networks and Internet Standards. The Customer agrees to include and maintain in its contracts with its customer conditions equivalent to those contained in paragraph 10.1, 10.3 and 10.4 above, and undertakes to Abtec to diligently and properly enforce such conditions within its contracts with its customers that it knows are in breach of such obligations.
- 10.5 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses: the Service in contravention of paragraphs 10.1, 10.2, 10.3 or 10.4; or the network capacity of the Service which, in Abtec's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from Abtec. Abtec may treat the contravention as a material breach of this Contract for the purposes of paragraph 21.
- 10.6 The Customer must indemnify Abtec against any claims or legal proceedings which are brought or threatened against Abtec by a third party because:
- (a) the Service is not used in accordance with this Contract due to acts or omissions of the Customer; or
 - (b) the Service is faulty or cannot be used by that third party due to acts or omissions of the Customer.

This indemnity will not apply to the extent that Abtec has caused Service-affecting faults. Abtec will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

11. LAN ACCESS

11.1 The Customer may access the Service by

- (a) fixed LAN access; or
- (b) A dial access connection

In the case of fixed LAN access the Customer is responsible for providing an appropriate connection linking the Service and the Customer's LAN.

11.2 If the Customer accesses the Service via a LAN, the Customer is responsible for:

- (a) providing and maintaining a suitable LAN and router capable of interfacing satisfactorily with the Service;
- (b) configuration of the router; and
- (c) the appointment of a System Administrator. The Customer acknowledges that Abtec is not responsible for providing any support, whether technical or otherwise, to the Customer's LAN.

11.3. Where IP or other network addresses are allocated to the Customer by Abtec, these are for use only in connection with the Service and all rights in those addresses belong to Abtec. The Customer cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Contract is terminated for whatever reason the addresses will revert to Abtec.

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12. HELPDESK AND FAULT MANAGEMENT

12.1

- (a) The Service will be maintained during normal working hours, unless the Customer has specifically ordered other service options.
- (b) Helpdesk: the Helpdesk provide first line support during working hours to the Customer via a national rate number. The Helpdesk will resolve technical and commercial queries, carry out administration for the Service, receive and record Customer faults and issue a reference number. Abtec will use the reference number assigned to a fault with the Customer regarding that number.
- (c) Abtec will respond only to faults in the Service that are reported by the System Administrator. Abtec will not respond to any other person in relation to any reported fault. Abtec accepts no responsibility for any faults on any service, facility or equipment not provided by Abtec to the Customer under this Contract.

12.2 The Customer acknowledges that, prior to reporting a fault to Abtec in accordance with this paragraph 12.2, it will carry out an initial diagnosis to ensure that only faults in the Service are reported to Abtec. To enable the Customer's faults to be logged accurately, when reporting a fault, the Customer will provide all information reasonably required by Abtec in connection with the fault, such as the Site location or service/circuit number. Abtec will then give a fault reference number to the Customer.

12.3 Following the report of a fault in accordance with the procedures specified above, Abtec will respond by carrying out one or more of the following actions:

- (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
- (b) where possible, carrying out diagnostic checks from Abtec premises; or
- (c) where considered necessary by Abtec, visiting the Sites or at a point in the network only if the action in 12.3 (a) or (b) above does not result in the fault being diagnosed or cleared.

12.4 Abtec shall take all proper steps to correct the fault without undue delay, in accordance with the Customer's Service Level Agreement.

12.5 If a fault in the Service is reported by the Customer and Abtec does the work to correct it but finds there is no fault, or finds it has been caused by some act or omission of the Customer or if Abtec agrees to attend a Site outside normal working hours, Abtec may charge the Customer for the work.

12.6 When the fault has been cleared, the Abtec Customer Service Centre will, unless otherwise agreed, immediately contact the System Administrator to notify them that the Service has been restored. The Customer will confirm within thirty (30) minutes of a request by Abtec to do so whether or not the fault has been cleared. If the Customer does not contact Abtec within the stated period, the fault shall be deemed to have been cleared.

13. CUSTOMER RESPONSIBILITIES

13.1 With the exception of any Abtec Equipment, the Customer is responsible for the provision and maintenance of all other equipment including all other routers and/or computer hardware to be used in conjunction with the service.

13.2 The Customer is responsible for ensuring that the Customer's equipment connects to the Service conforms to the interface specifications (including routing protocols) specified by Abtec.

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- 13.3 The System Administrator shall report faults in the Service to Abtec. Abtec will advise the Customer in writing of any changes to the fault reporting procedures.
- 13.4 The Contract for the provision of this Service is between Abtec and the Customer. Where the Customer, utilising the Service, enters into contracts with Third Parties, Abtec will have no responsibility to those Third Parties. In the event that the Customer utilises the Service to provide service to Third Parties, the Customer will:
- (a) include in its contracts conditions of use equivalent to those in Clause 9 of the Conditions of this Contract and paragraph 13.2 of this contract;
 - (b) provide a dedicated support function to which those Third Parties will report all faults, queries and complaints.
- 13.5 The Customer shall be responsible for ensuring the compatibility of any applications it wishes to use with the Service.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Abtec grants the Customer a non-exclusive, non-transferable licence to use the Software.
- 14.2 The Customer will not, without Abtec's prior written consent, copy or (except as permitted by law) decompile or modify the Software, nor copy the manuals or documentation.
- 14.3 The Customer will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that software.
- 14.4 Abtec may offer updates or modifications to the Software or documentation. Any applicable charges for such updates or modifications will be notified to the Customer at the time Abtec offers such updates or modifications.

15. CONFIDENTIALITY

- 15.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Contract and will not disclose that information to any person (other than their employees or professional advisers, without the written consent of the other party).
- 15.2 This paragraph 15 will not apply to:
- (a) any information which has been published other than through a breach of this Contract;
 - (b) information lawfully in the possession of the recipient before the disclosure under this Contract took place;
 - (c) information obtained from a third party who is free to disclose it; and
 - (d) information which a party is requested to disclose and if it did not could be required by law to do so. This paragraph 15 will remain in effect for 2 years after the termination of this Contract.

16. CHARGES AND DEPOSITS

- 16.1 The charges for the Service will be calculated in accordance with the Order Form. The connection charge (including where applicable, any equipment provided) shall be invoiced on or shortly after the Operational Service Date, The annual rental charge shall commence from the Operational Service Date. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of, Abtec. Value Added Tax will be added to Abtec's invoices as appropriate.

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- 16.2 The customer will pay the charges within 30 days after the month of receipt by the customer of Abtec's invoice. Abtec may charge daily interest on late payments at a rate equal to 2% per annum above the base lending rate of the Bank of England
- 16.3 The Customer acknowledges that the Customer may be subject to Abtec's credit vetting procedures and that Abtec may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.
- 16.4 The Customer shall not be entitled to any reduction in any of the charges in the event that it does not use all or any part of the Service.
- 16.5 Abtec will inform the Customer by notice in writing of any supplementary charges relating to the provision of the Service, and the Customer may, within seven (7) days of the date of Abtec's notice cancel the relevant part of the Service by written notice to Abtec. Provision of the Service shall be suspended without penalty until the Customer provides Abtec with written acceptance of such supplementary charges. In the event that the Customer has not provided Abtec with written acceptance of such supplementary charges within a reasonable period of time as specified by Abtec, such period to be no less than thirty (30) business days (Monday-Friday, 09.00 to 17.30 but excluding public holidays), Abtec shall be entitled to (i) immediately cancel the Service and (ii) charge the Customer for any abortive work done or costs incurred by Abtec in installing and provisioning the Service.
- 16.6 Abtec shall render invoices in accordance with the intervals set out on the Order Form. Abtec shall issue invoices to the Customer at the billing address specified on the Order Form or other such address as notified by the Customer from time to time.
- 16.8 If Abtec carries out work in response to a fault in the Service reported by the Customer and following such work Abtec determines that (i) there is no fault found in the Service or (ii) the fault was due to an act or omission of the Customer, then Abtec shall be entitled to charge the Customer for any such work carried out. Charges as follows:-

Monday to Friday working hours 9 til 5.30pm. Abtec will charge £100.00 per hour + travel expenses (FPCS 40ppm) to a maximum capped cost of £800.00.

Saturday 9 til 5.30pm and Monday to Friday 5.30 til Midnight is a £150.00 per hour + travel expenses(FPCS 40ppm).

Sunday and Bank holidays is £200.00 per hour + travel expenses (FPCS 40ppm)

17. LIMITATION OF LIABILITY

- 17.1 Abtec and the Customer accept unlimited liability for death or personal injury resulting from their negligence. Paragraphs 17.2 and 17.3 below do not apply to such liability.
- 17.2 Subject to the provisions of clause 17.1 neither party is liable to the other or to any third party, whether in contract, tort under statute or otherwise (including in each case negligence) or otherwise for any of the following types of loss or damage arising under or in relation to this Agreement
- 17.2.1 any loss of profits, business contracts, anticipated savings, goodwill or revenue, and/ or
- 17.2.2 any loss or corruption or destruction of data; and/ or

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- 17.2.3 any indirect or consequential loss or damage whatsoever even if that party was advised in advance of the possibility of such damage
- 17.3 Each party's liability to the other in contract, tort (including negligence) or otherwise in relation to this Contract is limited (other than any liability of the Customer to pay charges for the Service when due and payable) to £1 million for any one incident or series of related incidents and to £2 million for all incidents in any period of 12 months.
- 17.4 Abtec is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications services or for faults in or failures of their equipment.
- 17.5 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

18. MATTERS BEYOND EITHER PARTIES REASONABLE CONTROL

- 18.1 If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of either party), or acts of local or central government or other competent authorities, or events beyond the reasonable control of suppliers to either party, that party will have no liability to the other for that failure to perform.
- 18.2 If Abtec is prevented by restrictions of a legal or regulatory nature from supplying the Service, Abtec will have no liability to the Customer for failure to supply the Service.
- 18.3 If any of the events detailed in paragraphs 16.1 or 16.2 continue for more than 3 months either party may serve notice on the other terminating this Contract.

19. CANCELLATION

The Customer may cancel the Service at any time before the Operational Service Date. If the Customer cancels the Service the Customer must pay Abtec for any work done or money spent in getting ready to provide the Service. Abtec will take reasonable steps to mitigate the amount of such costs.

- 19.1 If the Service has been installed cancellation of that Service must be requested in writing, by emailing cancellation@abtecnet.com. Abtec will then confirm in writing which services will be cancelled and the dates they will be cancelled.

20. TERMINATION OF THIS CONTRACT BY NOTICE

- 20.1 The Customer may terminate this Contract on ninety (90) days notice to Abtec.
- 20.2 Abtec may terminate this Contract on 90 days notice to the Customer.
- 20.3 If the Customer terminates this Contract or part thereof (other than because Abtec has increased the charges or has materially changed the Conditions of this Contract to the Customer's detriment) the Customer must pay Abtec the termination charges due, if any, as set out on the Order Form.
- 20.4 If the service is terminated before the end of The Minimum Period for any reason, the customer shall pay the charges within 30 days after the month of receipt by the customer of Abtec's invoice, pay to Abtec
- 20.4.1 all arrears of charges as at the date of termination; and
- 20.4.2 all other charges (including without limitation any supplementary charges) payable.

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21. BREACHES OF THIS CONTRACT

21.1 Either party may terminate this Contract without notice if the other:

- (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (b) commits a material breach of this Contract which cannot be remedied; or
- (c) Is repeatedly in breach of this Contract; or
- (c) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over its assets.

21.2 If any of the events detailed in paragraph 21.1 occur because of the Customer, Abtec may suspend the Service (in whole or in part) without prejudice to its right to terminate this Contract. Where the Service is suspended under this paragraph the Customer must pay the charges for the Service until this Contract is terminated.

21.3 If this Contract is terminated by Abtec during the Minimum Period because of an event specified in paragraph 21.1, the Customer must pay Abtec the termination charges due, if any, for the remaining part of the Minimum Period, as set out on the Order Form.

21.4 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

22. ESCALATION AND DISPUTE RESOLUTION

22.1 If a dispute arises between the parties to this Contract, the parties will use their reasonable endeavours to settle the dispute by appointing nominated representatives.

22.2 If a dispute remains unresolved for 30 days following the appointment set out in paragraph 22.1, the parties will agree to appoint a mediator.

22.3 If the parties are not prepared to agree to the dispute being referred to a mediator, or fail to reach agreement within 30 days of the mediator being appointed, then either party may pursue any recourse they may have at law, subject to the exclusions and limitations under this Contract.

23. CHANGES TO THIS CONTRACT

23.1 Service

If the Customer asks Abtec to make any change to the Service, Abtec may ask the Customer to confirm the request in writing. If Abtec agrees to a change, this Contract will be amended from the date when Abtec confirms the change in writing to the Customer.

23.2 Conditions

Abtec can change the conditions of this Contract (including the charges) at any time. Abtec will give the Customer notice in writing of the changes at least 14 days before the change is to take effect.

23.3 New Options

From time to time Abtec may introduce new options for the Service.

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24. ASSIGNMENT

Neither party may assign or transfer any of their rights or obligations under this Contract, without the written consent of the other, such consent not to be unreasonably withheld. Either party may assign its rights or obligations (or both) to a Group Company without consent.

25. ENTIRE AGREEMENT

25.1 This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

25.2 The parties acknowledge and agree that:

- (a) they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and
- (b) in connection with this Contract their only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded, except in the case of fraud.

25.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

26. NOTICES

Subject to paragraph 3.5(b) notices given under this Contract must be in writing and delivered by hand, or sent by prepaid post, facsimile or electronic mail as follows:

- (a) to Abtec at the address of Abtec's office shown on the Order Form or on the Customer's last invoice or any alternative address that Abtec notifies to the Customer; and
- (b) to the Customer at the address to which the Customer asks Abtec to send invoices, the address of the Customer's premises, or if the Customer is a limited company, its registered office.

27. LAW

This Contract is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the English courts.



Terms and Conditions for the Supply of Network Services

SIGNED FOR AND ON BEHALF OF _____ :

NAME:

JOB TITLE:

SIGNATURE:

DATE:

SIGNED FOR AND ON BEHALF OF ABTEC:

NAME:

JOB TITLE:

SIGNATURE:

DATE: