

1. Description of the Service

This Schedule and the Master Service Agreement for the provision of telephony services and the Order and the Price List together form the contract for the Service(s) to be supplied by the Supplier to the Customer.

This agreement is made between ACUITY UNIFIED COMMUNICATIONS LIMITED (registered in England & Wales under number 07139248) of 47 Coulsdon Road, Coulsdon Surrey CR5 2LD (ACUITY UNIFIED COMMUNICATIONS LIMITED) and the CUSTOMER, as specified on the ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM.

ACUITY UNIFIED COMMUNICATIONS LIMITED agrees to provide Internet Services as specified under this agreement.

2. Definitions

In this agreement (which includes the appendices hereto) the following terms shall have the following meanings:

“ACCEPTABLE USE POLICY”

ACUITY UNIFIED COMMUNICATIONS LIMITED’s rules concerning acceptable usage of the ACUITY UNIFIED COMMUNICATIONS LIMITED network or that of its Agent, attached as Schedule 2.

“AGENT”

The agent, if any, representing ACUITY UNIFIED COMMUNICATIONS LIMITED in the sale of the Service to the Customer.

“AGREEMENT”

The agreement comprising the ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM, these TERMS AND CONDITIONS, the SERVICE LEVEL AGREEMENT attached as Schedule 1 and all other documentation referred to in any of those documents.

“CUSTOMER”

The customer specified on the Acuity Unified Communications Limited Order Form.

“EVENT OF FORCE MAJEURE”

As defined in clause 16.11 below.

“INITIAL TERM”

A period of thirty six (36) months from the START DATE.

“INSOLVENCY EVENT”

If a party becomes insolvent, has an insolvency practitioner appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for solvent amalgamation or reconstruction) or if ownership or control shall pass into the hands of any other legal person (other than assignment under clause 16.3), or an event analogous occurs in respect of a party in any jurisdiction to which that party is subject.

“LEASED LINE SERVICE”

A leased line service as described in the Order Form.

“ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM”

The order form which specifies the SERVICE and forms part of this Agreement.

“SERVICE”

ACUITY UNIFIED COMMUNICATIONS LIMITED’s services as detailed on the ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM or the Acuity Order Form.

“Set Up”

Means Installation or Install.

“SERVICE CREDITS”

Service credits to which the Customer may be entitled, in accordance with Schedule 1, in relation to disruption to a Leased Line Service.

“START DATE”

The day that the SERVICE becomes fully functional and is handed over to the CUSTOMER.

3. Terms of Purchase

- 3.1. These ACUITY UNIFIED COMMUNICATIONS LIMITED Terms and Conditions shall apply to the subject matter of this AGREEMENT to the entire exclusion of any documentation proposed by the CUSTOMER.

4. Services

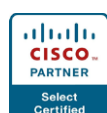
- 4.1. Subject to compliance by the CUSTOMER with its obligations under this AGREEMENT, ACUITY UNIFIED COMMUNICATIONS LIMITED shall provide the services to the CUSTOMER during the currency of this AGREEMENT with reasonable care and skill. ACUITY UNIFIED COMMUNICATIONS LIMITED reserves the right to vary the SERVICE at any time. However, ACUITY UNIFIED COMMUNICATIONS LIMITED will inform the CUSTOMER of such variations where ACUITY UNIFIED COMMUNICATIONS LIMITED deems it necessary to do so and where reasonably practicable in the circumstances.

5. Term

- 5.1. This AGREEMENT shall subsist for the INITIAL TERM and thereafter may be terminated by no less than ninety (90) days’ notice in writing by the customer.

6. Usage

- 6.1. Improper Use. The CUSTOMER shall use its reasonable endeavours to ensure that nothing is transmitted by or on behalf of the CUSTOMER or using the CUSTOMER’s equipment through the SERVICE or downloaded in violation of any UK or International law, regulation or treaty or ACUITY UNIFIED



COMMUNICATIONS LIMITED's ACCEPTABLE USE POLICY or in breach of the intellectual property or other legal rights of any person. The CUSTOMER shall fully and effectually indemnify ACUITY UNIFIED COMMUNICATIONS LIMITED from and against all loss, liability, damages, costs and expenses which ACUITY UNIFIED COMMUNICATIONS LIMITED may incur in relation to any breach by the CUSTOMER of its obligations under this clause. The CUSTOMER acknowledges that, by the nature of the SERVICE being provided, information and material downloaded or used by the CUSTOMER will be kept, whether permanently or temporarily, on ACUITY UNIFIED COMMUNICATIONS LIMITED's equipment. The CUSTOMER shall at all times ensure that such information and material complies with the laws of all applicable jurisdictions and shall keep ACUITY UNIFIED COMMUNICATIONS LIMITED fully and effectively indemnified from and against all costs, claims, liabilities and demands relating to or arising from:

- 6.1.1. any breach by the CUSTOMER of this clause 5.1; or
- 6.1.2. any criminal or civil legal action brought against ACUITY UNIFIED COMMUNICATIONS LIMITED as a result of ACUITY UNIFIED COMMUNICATIONS LIMITED's storage of such information or material. A breach of this clause and/or ACUITY UNIFIED COMMUNICATIONS LIMITED's ACCEPTABLE USE POLICY will also be grounds for ACUITY UNIFIED COMMUNICATIONS LIMITED to terminate this AGREEMENT without notice and with immediate effect, at ACUITY UNIFIED COMMUNICATIONS LIMITED's discretion.
- 6.2. Offending Material. Without prejudice to any of its other rights, ACUITY UNIFIED COMMUNICATIONS LIMITED shall be entitled to disable the SERVICE or any other part of it immediately and without notice or to take such action as it may in its discretion think appropriate to ensure that any material which ACUITY UNIFIED COMMUNICATIONS LIMITED in its reasonable opinion considers to offend the principles set out in Clause 5.1 is not capable of being transmitted or down-loaded. ACUITY UNIFIED COMMUNICATIONS LIMITED shall not however be obliged to take, or consider whether it should take, any such action. ACUITY UNIFIED COMMUNICATIONS LIMITED shall inform the CUSTOMER of any such action and the reasons for the same.
- 6.3. Customer-Only Traffic. The right to use the SERVICE is limited to the CUSTOMER, and those members of its staff and others engaged by the CUSTOMER to perform work for the CUSTOMER.
- 6.4. International Bandwidth. The CUSTOMER acknowledges that ACUITY UNIFIED COMMUNICATIONS LIMITED has no direct control over the availability of bandwidth over the entirety of the Internet and that while it will use such endeavours as ACUITY UNIFIED COMMUNICATIONS LIMITED, in its absolute discretion, deems appropriate to facilitate the SERVICE at all times, ACUITY UNIFIED COMMUNICATIONS LIMITED shall not be responsible for delays caused by overuse or lack of such bandwidth.
- 6.5. ACCEPTABLE USE POLICY. ACUITY UNIFIED COMMUNICATIONS LIMITED reserves the right to make reasonable amendments to the ACCEPTABLE USE POLICY from time to time, effective upon notice to the CUSTOMER of such changes.

7. CUSTOMER Equipment and Network

- 7.1. The CUSTOMER agrees that from the START DATE, it will have available all necessary CUSTOMER equipment for which it is responsible, to allow effective installation and continuation of the SERVICE.
- 7.2. It is the sole responsibility of the CUSTOMER and not ACUITY UNIFIED COMMUNICATIONS LIMITED to provide security with respect to and of the CUSTOMER's facilities or the facilities of others. The CUSTOMER shall be solely responsible for maintaining user access security and network access.

8. Domain Name and Network Number

- 8.1. ACUITY UNIFIED COMMUNICATIONS LIMITED has no control over the availability of domain names and accepts no responsibility for the availability of any domain name.
- 8.2. In respect of any actions taken by ACUITY UNIFIED COMMUNICATIONS LIMITED pursuant to this clause 7, ACUITY UNIFIED COMMUNICATIONS LIMITED may levy additional charges on the CUSTOMER as agreed in advance.

9. Historical Archive and backup

- 9.1. While ACUITY UNIFIED COMMUNICATIONS LIMITED backs up its server computers as a regular part of its internal systems administration, ACUITY UNIFIED COMMUNICATIONS LIMITED does not guarantee any storage or backup of CUSTOMER data.

10. Service Pricing

- 10.1. Service Pricing. The CUSTOMER shall pay fees to ACUITY UNIFIED COMMUNICATIONS LIMITED as specified on the ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM. Such fees may be varied by ACUITY UNIFIED COMMUNICATIONS LIMITED from time to time on 30 days' written notice to the CUSTOMER. (If the CUSTOMER objects to the increase in fees it may terminate this AGREEMENT under clause 4.1.) ACUITY UNIFIED COMMUNICATIONS LIMITED agrees not to increase the fees during the INITIAL TERM. The CUSTOMER acknowledges that it has read and agreed the fees on the ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM. All fees are exclusive of any applicable VAT which are chargeable in addition at the then current rate.
- 10.2. Initial Commitment. Upon execution of this AGREEMENT, the CUSTOMER's fees shall include without limitation the following (save where otherwise specified):
 - 10.2.1. ACUITY UNIFIED COMMUNICATIONS LIMITED's set up fee(s), upgrade fee(s) (as applicable) (payable with order);
 - 10.2.2. ACUITY UNIFIED COMMUNICATIONS LIMITED's service fees for the INITIAL TERM (including any options selected by the CUSTOMER on the ACUITY



UNIFIED COMMUNICATIONS LIMITED ORDER FORM);

- 10.2.3. Domain Name Charges (as applicable);
- 10.2.4. Equipment Lease Fees (as applicable);
- 10.2.5. Equipment Purchase Charges (as applicable).

The fees for the INITIAL TERM whether paid or payable, are non-refundable (except where this AGREEMENT is terminated by CUSTOMER under Clause 10, in which case the fees for any remaining part of the INITIAL TERM shall be refundable on a pro-rata basis). They are independent of the amount of traffic or systems access by the CUSTOMER.

- 10.3. Invoicing. ACUITY UNIFIED COMMUNICATIONS LIMITED (or the AGENT on ACUITY UNIFIED COMMUNICATIONS LIMITED's behalf) will invoice and the CUSTOMER shall pay ACUITY UNIFIED COMMUNICATIONS LIMITED's Set Up fee and any other one off fees (including any options selected on the ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM) immediately upon the execution of this AGREEMENT (at ACUITY UNIFIED COMMUNICATIONS LIMITED's sole option the CUSTOMER will also pay the fee for the first billing period upon execution of the AGREEMENT) and shall pay the fee for the first billing period of the Service immediately upon the START DATE, subject to satisfactory credit checking results. Should the CUSTOMER fail the ACUITY UNIFIED COMMUNICATIONS LIMITED credit checking procedure, the CUSTOMER shall be pro-forma invoiced immediately for ACUITY UNIFIED COMMUNICATIONS LIMITED's set up fee and any other one off fees and the fee for the first billing period (including any options selected on the ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM). The AGREEMENT will be executed upon receipt of payment in full of this pro-forma invoice. ACUITY UNIFIED COMMUNICATIONS LIMITED (or the AGENT on ACUITY UNIFIED COMMUNICATIONS LIMITED's behalf) will invoice subsequent periods of SERVICE separately to the CUSTOMER. Payment is due within twenty one (21) days from the date of issue of the invoice. Late payment of invoices will result in interest being charged at 4% above the then current Barclays Bank base rate.
- 10.4. Set Off. Notwithstanding any other provision of this AGREEMENT, ACUITY UNIFIED COMMUNICATIONS LIMITED shall be entitled to set-off against any amount due for payment by it any amount due for payment by any entity controlled by, controlling or under common control with the CUSTOMER.
- 10.5. ACUITY UNIFIED COMMUNICATIONS LIMITED Equipment. The CUSTOMER is responsible for any ACUITY UNIFIED COMMUNICATIONS LIMITED equipment located at its premises and will only use the ACUITY UNIFIED COMMUNICATIONS LIMITED equipment and any associated software in accordance with any instructions and/or software license provided from time to time. The CUSTOMER may not add to, modify or in any way interfere with the ACUITY UNIFIED COMMUNICATIONS LIMITED equipment and ACUITY UNIFIED COMMUNICATIONS LIMITED will not be liable for any repairs of the ACUITY UNIFIED COMMUNICATIONS LIMITED equipment other than those arising as a result of its normal and proper use. The CUSTOMER will insure any ACUITY UNIFIED COMMUNICATIONS LIMITED equipment located on its premises from all risks equal to the full replacement value of the equipment.

11. Termination

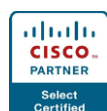
- 11.1. For Non-payment. If any ACUITY UNIFIED COMMUNICATIONS LIMITED invoice remains unpaid thirty (30) days after its due date, ACUITY UNIFIED COMMUNICATIONS LIMITED may without further notification and without prejudice to any other remedy, suspend or disable the SERVICE or, at its option, terminate this AGREEMENT.
- 11.2. For Default. Either party may terminate this AGREEMENT at any time if the other materially breaches this AGREEMENT and in the case of a breach capable of remedy fails to remedy the breach within thirty (30) days of a notice requiring the breach to be remedied.
- 11.3. INSOLVENCY. Where one party suffers an INSOLVENCY EVENT, then the other may, without prejudice to any other right or remedy, terminate this AGREEMENT.
- 11.4. Termination of this AGREEMENT by ACUITY UNIFIED COMMUNICATIONS LIMITED under this Clause 10 shall not relieve the CUSTOMER of its responsibilities under this AGREEMENT, including the responsibility to pay all fees up to the date of termination, which if not already due shall immediately become due upon such date.

12. Additional Service Terms

- 12.1. Customer provided equipment. To enable ACUITY UNIFIED COMMUNICATIONS LIMITED to provide the SERVICE, the CUSTOMER agrees to abide by ACUITY UNIFIED COMMUNICATIONS LIMITED's prior agreed recommendations and specifications regarding the existence, configuration and maintenance of equipment used by the CUSTOMER (if any), the software used by the CUSTOMER and cabling required to integrate the CUSTOMER's host or local area network (LAN) into ACUITY UNIFIED COMMUNICATIONS LIMITED's wide area network (WAN). The CUSTOMER's equipment must comply with the relevant portions of such recommendations and specifications. Such recommendations and specifications, if any, are given solely for the protection of ACUITY UNIFIED COMMUNICATIONS LIMITED's equipment and not the CUSTOMER's and the CUSTOMER may not therefore rely upon such recommendations and specifications in the design, maintenance or service of the CUSTOMER's equipment or system.
- 12.2. Support. ACUITY UNIFIED COMMUNICATIONS LIMITED's helpdesk will provide reasonable web support on problems experienced by the CUSTOMER in relation to the SERVICE. Requests for advice and assistance can be submitted to <http://support@acuityunifiedcomms.co.uk>

13. Service Level.

- 13.1. If the CUSTOMER receives a LEASED LINE SERVICE, it can apply for SERVICE CREDITS for SERVICE disruptions or failures in accordance with Schedule 1. This shall be the sole remedy available to the CUSTOMER for service disruptions or failures.



14. Network Infrastructure

- 14.1. From time to time ACUITY UNIFIED COMMUNICATIONS LIMITED may upgrade its network infrastructure. This may require the CUSTOMER to upgrade some of its equipment if the SERVICE is to be continued. In that event, the CUSTOMER agrees to make within thirty (30) days such reasonable upgrades to its hardware or software as ACUITY UNIFIED COMMUNICATIONS LIMITED's technical staff may from time to time reasonably specify by written notice to the CUSTOMER. ACUITY UNIFIED COMMUNICATIONS LIMITED shall not be responsible for degradation of or disruption to the SERVICE if the CUSTOMER does not make the required upgrade.

15. Limited Warranty

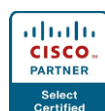
- 15.1. Subject to Clauses 3, 13.1 and 14.2, ACUITY UNIFIED COMMUNICATIONS LIMITED warrants that the SERVICE will not be substantially different from any written description of the SERVICE previously supplied by ACUITY UNIFIED COMMUNICATIONS LIMITED to the CUSTOMER.
- 15.2. Without prejudice to Clause 5.4, where any SERVICE includes a "burstable" element, the provision of the SERVICE beyond the "bursting" bandwidth is subject to ACUITY UNIFIED COMMUNICATIONS LIMITED having spare bandwidth available. All SERVICES are subject to any "maximum traffic per service" limits shown on ACUITY UNIFIED COMMUNICATIONS LIMITED's website from time to time.
- 15.3. The CUSTOMER is responsible for assessing its own commercial needs, how the SERVICE relates to the CUSTOMER and how the CUSTOMER should use the SERVICE. The CUSTOMER warrants that it is familiar with services of this type and that it understands the level of service to be provided and the implications for the CUSTOMER's business of the choices which the CUSTOMER made when completing the ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM. ACUITY UNIFIED COMMUNICATIONS LIMITED makes no warranty as to the value of the SERVICE in the CUSTOMER's business or the results to be obtained from the use of the SERVICE.
- 15.4. The CUSTOMER is solely responsible for the use of any information or other material obtained through the SERVICE. ACUITY UNIFIED COMMUNICATIONS LIMITED specifically excludes any responsibility for the accuracy or quality of any information obtained through the SERVICE, or that any other material obtained through the SERVICE may be used in any way by the CUSTOMER without infringing the rights of any third parties. The CUSTOMER further acknowledges that these matters are outside the control of ACUITY UNIFIED COMMUNICATIONS LIMITED.

16. Limitation of Liability

- 16.1. Without prejudice to the express warranties contained in clause 14 above and to the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or otherwise by general law into this AGREEMENT or relating to the SERVICE are hereby excluded.
- 16.2. The following provisions in this clause 15 set out ACUITY UNIFIED COMMUNICATIONS LIMITED's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the CUSTOMER in respect of:
- 16.2.1. a breach of ACUITY UNIFIED COMMUNICATIONS LIMITED's contractual obligations;
- 16.2.2. a tortious act or omission (including negligence) for which ACUITY UNIFIED COMMUNICATIONS LIMITED is liable;
- 16.2.3. an action arising out of a misrepresentation by or on behalf of ACUITY UNIFIED COMMUNICATIONS LIMITED, arising in connection with the performance of this AGREEMENT, or out of an act done or omission made as a consequence of the entry into by ACUITY UNIFIED COMMUNICATIONS LIMITED of this AGREEMENT.
- 16.3. Subject to clauses 15.6 and 15.7, the total liability which ACUITY UNIFIED COMMUNICATIONS LIMITED shall owe to the CUSTOMER and in respect of all claims shall not exceed the then current annual fee for the SERVICE.
- 16.4. The CUSTOMER acknowledges that the ACUITY UNIFIED COMMUNICATIONS LIMITED network has not been designed for use in circumstances where its failure could cause pure economic loss, loss of profit, loss of business or like loss.
- 16.5. ACUITY UNIFIED COMMUNICATIONS LIMITED shall in no circumstances be liable to the CUSTOMER, whether in tort or otherwise (including negligence), for loss, whether direct or indirect, of business, revenues, profits, anticipated savings or wasted expenditure or for any indirect or consequential loss whatsoever, or for the acts or omissions of other providers of telecommunications services or for faults or failures in their apparatus.
- 16.6. ACUITY UNIFIED COMMUNICATIONS LIMITED shall in no circumstances (whether before or after termination of this AGREEMENT) be liable to the CUSTOMER for any loss of or corruption to data or programs held or used by or on behalf of the CUSTOMER and the CUSTOMER shall at all times keep adequate back up copies of the data and programs held or used by or on behalf of the CUSTOMER.
- 16.7. Notwithstanding anything to the contrary herein contained ACUITY UNIFIED COMMUNICATIONS LIMITED's liability to the CUSTOMER for:
- 16.7.1. death or personal injury resulting from the negligence of ACUITY UNIFIED COMMUNICATIONS LIMITED or its employees, agents or subcontractors, or pre-contractual fraudulent misrepresentation;
- 16.7.2. damage suffered by the CUSTOMER as a result of a breach by ACUITY UNIFIED COMMUNICATIONS LIMITED of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; and
- 16.7.3. damage for which ACUITY UNIFIED COMMUNICATIONS LIMITED is liable to the CUSTOMER under Part 1 of the Consumer Protection Act 1987, shall not be limited save that nothing in this clause 15 shall confer a right or remedy upon the CUSTOMER to which the CUSTOMER would not be otherwise entitled.
- 16.8. The exclusions from and limitations of liability set out in this clause 15 shall be considered severably. The validity or unenforceability of any one clause, sub-clause, paragraph or sub paragraph of this clause 15 shall not affect the validity or enforceability of any other part of this clause 15.
- 16.9. The provisions of this clause 15 shall survive the termination or expiry of the whole or a part of this AGREEMENT.

17. General Terms

- 17.1. Intellectual property. The CUSTOMER acknowledges that material of any nature which ACUITY UNIFIED COMMUNICATIONS LIMITED provides it with, either



under this Agreement or otherwise (for example, ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORMS or other pre-contractual material) may contain intellectual property which is either the property of, or licensed to, ACUITY UNIFIED COMMUNICATIONS LIMITED (including copyright, trade marks, registered and unregistered designs and patents). Nothing in this agreement is intended either:

- 17.1.1. as a licence for the CUSTOMER to use such intellectual property; or
- 17.1.2. as a transfer of such intellectual property unless explicitly stated in writing and signed by the transferor.
- 17.2. Confidential information. The CUSTOMER may have or obtain confidential information relating to ACUITY UNIFIED COMMUNICATIONS LIMITED (which includes but is not limited to information relating to its products, planned products and details of its marketing, support and internal structures and similar information relating to its suppliers or related products). The CUSTOMER agrees that it will use such confidential information solely for the purposes of this Agreement and for evaluating future products or services supplied by ACUITY UNIFIED COMMUNICATIONS LIMITED, and that it shall not disclose, whether directly or indirectly, to any person any confidential information unless the disclosure is required to carry out this agreement. Before the CUSTOMER makes any disclosure to another person, the CUSTOMER must obtain from them a binding commitment to keep that information confidential. That commitment must be at least as effective as this obligation is on the CUSTOMER. This clause shall not prevent the CUSTOMER from disclosing or using any information which is public or becomes public through no fault of the CUSTOMER's own, or to the extent required by law.
- 17.3. Assignment. The CUSTOMER shall not sell, transfer or assign its rights or obligations under this AGREEMENT without the prior written consent of ACUITY UNIFIED COMMUNICATIONS LIMITED. No such assignment, even if consented to, shall relieve the other party of its obligations under this AGREEMENT prior to the date of such assignment. ACUITY UNIFIED COMMUNICATIONS LIMITED may sub-contract the provision of any SERVICE at its discretion.
- 17.4. Waiver. The waiver or failure of either party to exercise any right provided for in this AGREEMENT shall not be deemed a waiver of that or any other right in this AGREEMENT.
- 17.5. Invalidity. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this AGREEMENT will remain in full force and effect.
- 17.6. Whole agreement. This AGREEMENT, together with any document expressly referred to in any of its terms, contains the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information or e-mail given by any party shall alter the interpretation of this AGREEMENT. The CUSTOMER confirms that, in agreeing to enter into this AGREEMENT, it has not relied on any representation save insofar as the same has expressly in this AGREEMENT been made a representation and agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of this AGREEMENT, save that the agreement of the CUSTOMER contained in this Clause shall not apply in respect of any fraudulent misrepresentation whether or not the same has become a term of this AGREEMENT.
- 17.7. Notices. Notices sent pursuant to this AGREEMENT shall be in writing and may be delivered by hand or sent by post or faxed with hard copy confirmation by post to the recipient at its address shown on the ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM or at such other address as may be notified in accordance with this clause or, in the case of a company, to its registered office. Notices hand delivered or faxed shall be deemed received on delivery and those posted on the second working day after they are posted.
- 17.8. Headings. The headings shall be disregarded in construing this AGREEMENT.
- 17.9. Law. This AGREEMENT shall be governed by English Law. The parties submit to the non exclusive jurisdiction of the English courts.
- 17.10. Capacity. Both parties acknowledge that they have read and understood this AGREEMENT and agree to be bound by its terms.
- 17.11. FORCE MAJEURE. Neither party shall be liable for any breach of this AGREEMENT due to any cause beyond its reasonable control (save obligation in respect of the payment of monies) including but not limited to Acts of God, malicious acts of third parties, failure of sub-contractors, inclement weather, flood, lightning or fire, industrial action, act or omission of government, or other competent authority, riot, war or act or omission of any other party for whom that party is not responsible ("an event of FORCE MAJEURE").
- 17.12. Data Protection. The CUSTOMER hereby consents that any CUSTOMER information ("Data") collected by ACUITY UNIFIED COMMUNICATIONS LIMITED in the fulfilment of this AGREEMENT (including but not limited to Data collected during order processing, delivery, installation, support and maintenance of the SERVICE) may for the purposes of fulfilling the contract be processed by ACUITY UNIFIED COMMUNICATIONS LIMITED, its provisioning entities affiliates and agents both within and outside the European Economic Area, and outside the country or countries where the Data is collected.



Schedule 1: Service level agreement

ACUITY UNIFIED COMMUNICATIONS LIMITED Network Availability Service Level Guarantee

ACUITY UNIFIED COMMUNICATIONS LIMITED cannot guarantee the service will be available 100% of the time. The ACUITY UNIFIED COMMUNICATIONS LIMITED network is the combination of ACUITY UNIFIED COMMUNICATIONS LIMITED operated equipment, servers, circuits, and other data transmission facilities.

ACUITY UNIFIED COMMUNICATIONS LIMITED Telephone Support Service Level Guarantee

ACUITY UNIFIED COMMUNICATIONS LIMITED's telephone support will be available during business hours and we will endeavour to get back to you within one hour of a report being logged.

Exclusions

Network Unavailability will not include any Network Unavailability of an hour or less, or any unavailability resulting from:

1. Network maintenance
2. Circuits provided by telcos or common carriers
3. Any external Internet Service Provider or an Internet exchange point
4. Acts or omissions of CUSTOMER or an unauthorised user
5. Behaviour of CUSTOMER equipment, facilities or applications
6. Events of FORCE MAJEURE.

Guarantee Coverage

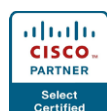
CUSTOMERs are covered for the following ACUITY UNIFIED COMMUNICATIONS LIMITED services (as described in the ACUITY UNIFIED COMMUNICATIONS LIMITED ORDER FORM):

- ▶ DSL
- ▶ DSL
- ▶ Leased Line

SERVICE CREDITS for Leased Line Customers

Subject to the other terms of this AGREEMENT, ACUITY UNIFIED COMMUNICATIONS LIMITED will provide SERVICE CREDITS to the CUSTOMER in respect of the unavailability of a LEASED LINE SERVICE as follows:

- ▶ the CUSTOMER will receive one SERVICE CREDIT for each hour the LEASED LINE SERVICE is unavailable, after the first hour
- ▶ each SERVICE CREDIT is worth the equivalent of one day's fee for the relevant LEASED LINE SERVICE
- ▶ SERVICE CREDITS will be credited by ACUITY UNIFIED COMMUNICATIONS LIMITED against future invoices, up to a maximum of 20 SERVICE CREDITS in any twelve month period



Schedule 2: Acceptable use policy

The CUSTOMER acknowledges that ACUITY UNIFIED COMMUNICATIONS LIMITED provides the telecommunications network facilities underlying the SERVICE provided. The use of ACUITY UNIFIED COMMUNICATIONS LIMITED's telecommunications network facilities is subject to the following terms, breach of which may result in suspension or termination of the end-user's right to use the SERVICE:-

1. The ACUITY UNIFIED COMMUNICATIONS LIMITED network may only be used for lawful purposes. Transmission of any material through the ACUITY UNIFIED COMMUNICATIONS LIMITED network, or use of any part of it, in violation of any UK law or regulation is prohibited. Such prohibited transmission might include, but is not limited to: unlicensed copyright material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the end user was aware of the content of the material or of the relevant law.
2. The CUSTOMER may be issued with a password to access the SERVICE and if so shall take all reasonable steps to keep such password private and confidential, and ensure that it does not become known to other persons. If the password becomes known to any other person the CUSTOMER will immediately inform ACUITY UNIFIED COMMUNICATIONS LIMITED and the password shall be changed immediately. The CUSTOMER shall be liable for all use of the SERVICE accessed by means of its password even if such password was used by an unauthorised person.
3. The CUSTOMER shall not knowingly use the service for transmission of computer viruses, for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or newsgroups in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to intellectual property rights).
4. The CUSTOMER acknowledges that ACUITY UNIFIED COMMUNICATIONS LIMITED is unable to exercise control over the content of any information passing over the ACUITY UNIFIED COMMUNICATIONS LIMITED network and that ACUITY UNIFIED COMMUNICATIONS LIMITED does not monitor or exercise any editorial control over the information passing over the ACUITY UNIFIED COMMUNICATIONS LIMITED network. The CUSTOMER further acknowledges that ACUITY UNIFIED COMMUNICATIONS LIMITED hereby excludes all liability in respect of any transmission or reception of information of whatever kind, or the accuracy of the contents thereof, or the scrambling of any information or data.
5. The ACUITY UNIFIED COMMUNICATIONS LIMITED network may be used by the CUSTOMER to access other networks world-wide and the end user agrees to conform to any acceptable use policies of ACUITY UNIFIED COMMUNICATIONS LIMITED and any such other networks. In addition the CUSTOMER undertakes to conform to any published Internet protocols and standards. In the event that communications by CUSTOMER do not conform to these standards, or if the CUSTOMER makes inappropriate use other than in accordance with this AGREEMENT of the ACUITY UNIFIED COMMUNICATIONS LIMITED network to the detriment of ACUITY UNIFIED COMMUNICATIONS LIMITED or other ACUITY UNIFIED COMMUNICATIONS LIMITED customers, ACUITY UNIFIED COMMUNICATIONS LIMITED reserves the right to restrict passage of the CUSTOMER communications until the CUSTOMER complies with such standards or protocol or provides undertakings acceptable to ACUITY UNIFIED COMMUNICATIONS LIMITED in respect of the CUSTOMER's future use.

In the event that the end user is in breach of any provision of this schedule, ACUITY UNIFIED COMMUNICATIONS LIMITED shall be entitled to suspend services forthwith without notice

