

Standard Terms & Conditions

Outbound Call & Line Rental Contract

1. DEFINITIONS

Agreement: means the contract made between the Supplier and the Customer upon these Terms and Conditions and the details set out in the Customer Service Agreement and its attachments.

Associated Company: means any company which is a parent company of the relevant entity or a subsidiary of such parent company, where parent company and subsidiary have the meanings set out in Section 736 of the Companies Act 1985.

BT: means British Telecommunications plc and its Associated Companies and includes any other telecommunications provider and any telecommunications supplier which is an intermediary between BT and the Supplier.

Calls: means calls (including reverse charge calls) made on [an] Exchange Line[s]

Call Charges: means the Supplier's charges for Calls as specified in the Order or otherwise notified by the Supplier.

Charges: means any or all of the charges and fees payable by the Customer for the Service pursuant to this Agreement

Confidential Information: means any information, whether communicated orally or in documentary or other form, which relates to the business of the Supplier including, without limitation, any information relating to products, customers, pricing, policies, methods, business plans and strategies, technical processes and financial affairs, in all cases whether expressly stated to be confidential or not.

Connection Charge: means the non-refundable charge payable by the Customer for installation and connection to the System as specified in the Order or otherwise notified by the Supplier.

Connection Point: means a terminal block, a socket for a removable plug, a distribution frame, or any other device which the Supplier fixes in any of the Sites to connect the Customer's equipment to an Exchange Line.

CPS: means carrier pre-selection.

Customer: means any business, individual, association or any other body using the Service by agreement with the Company.

Customer Equipment: means any equipment supplied by the Customer and connected to the public telephone network and used by the Customer in order to use the Service.

Customer Service Agreement: means the overleaf form, signed by the Customer requesting the Service and agreeing to these Terms and Conditions.

Exchange Line: means apparatus forming part of the System used by the Supplier to connect the Site to a telephone exchange to provide the Service.

Line Rental: means the monthly fee for line rental payable by the Customer for [an] Exchange Line[s].

Minimum Period: means twenty four (24) months from the date of commencement of the Agreement.

Offending Material: means any material, data, images or information that is:

in breach of any law, regulation, code of practice or the Supplier's acceptable use policy, or abusive, indecent, defamatory, obscene or menacing or otherwise offensive, or in breach of confidence, IPR, privacy or any right of a third party.

Ofcom: means the Office of Communications or any similar office that may be appointed in addition or in substitution for it.

Service: means any and all of the services that the Supplier has agreed to supply to the Customer, as set out in the Order.

Site: means any or all of the Customer's sites at which the Supplier is providing the Service.

Supplier: means Worldwide Group.

System: means the network that the Supplier uses to provide the Service.

Telephone Directory: means a telephone directory published by BT or any other operator (as appropriate).

Working Day: means 09:00 to 17:00 Monday to Friday but excluding public holidays in the United Kingdom.

Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. DURATION AND SCOPE OF THE AGREEMENT

2.1 The Agreement commences on the date of acceptance of the Order by the Supplier.

2.2 In so far as the Agreement relates to Exchange Lines it will continue (subject to Clause 7) until terminated by either party on two (2) months written notice to the other party, to expire on or after the end of the Minimum Period. The contract will be automatically renewed for a further period of twelve (12) months and for successive further periods of twelve (12) months after that unless the Supplier or the Customer give the other written notice of termination at least two (2) months before the end of the initial or relevant succeeding period.

2.3 If the Customer (not having the right to terminate under Clause 7) terminates this Agreement in so far as it relates to Exchange Lines either during the Minimum Period or without giving the notice required under Clause 2.2, or if the Service ceases to be provided on the relevant Exchange Line during the Minimum Period, the Customer shall pay, in addition to other sums payable up to the date of termination, the unpaid Line Rental that would have been payable had the Agreement continued until the earliest date on which it would have terminated had the Customer, on the date the Customer terminated the Agreement, given due notice of termination.

2.4 In so far as the Agreement relates to Calls it will continue (subject to Clause 7) until terminated by either party on two (2) months written notice to the other party, to expire at any time on or after the end of the Minimum Period. The contract will be automatically renewed for a further period of twelve (12) months and for successive further periods of twelve (12) months after that unless the Supplier or the Customer give the other written notice of termination at least two (2) months before the end of the initial or relevant succeeding period.

2.5 If the Customer (not having the right to terminate under Clause 7) terminates this Agreement in so far as it relates to Calls without giving the notice required under Clause 2.4, the Customer shall pay, in addition to other sums payable up to the date of termination, an amount equal to two times the average of the Call Charges for each of the last four complete months during which the Service was provided (but if there are less than four complete months then the average shall be calculated on a weekly basis and the amount payable shall be equal to 9 such average weeks).

2.6 Until termination for whatever reason, the Supplier agrees to provide the Service to the Customer in accordance with this Agreement in consideration of the agreement of the Customer to use the Service in accordance with this Agreement and to pay the Charges when they are due.

2.7 The Customer agrees to the termination of its existing contract for equivalent services with its existing communications service provider and irrevocably authorises and requests the Supplier to cancel on the Customer's behalf any such existing contract. The Customer shall provide to the Supplier such information as is reasonably requested by the Supplier including any relevant account and Calling Line Identification numbers that may be required by BT or other communications provider, and also access to the Site for BT and anyone acting on their behalf to carry out their obligations to the Supplier and the Customer acknowledges that the Supplier cannot process the provision of the Service until such information and access is provided.

2.8 The Customer shall provide a suitable and safe working environment at the Site for the Supplier, BT and anyone acting on behalf of either of them.

2.9 The provision of the Service requires that BT undertakes programming at exchange level and the Customer accepts that any act, default or delay by BT in carrying out such programming or otherwise relating to or affecting the Service shall not be the responsibility of the Supplier.

2.10 The Customer acknowledges that certain services are incompatible with the Calls & Lines service available from BT, and such incompatible services are likewise excluded from the Service. The Customer also acknowledges that some technical limitations within the System may not become apparent until after the Service has been working for some time; in such circumstances, the Service may need to be temporarily withdrawn in which case the Customer shall be entitled to a pro rata rebate of any relevant Charges paid in advance by the Customer.

2.11 The Customer Equipment to be used for the provision of the Service will be connected by means of Connection Points and ancillary wiring. If the Customer wishes a Connection Point to be moved to another place within the Site, the Supplier may agree, subject to payment of the Supplier's applicable charges. The Customer shall, at the Supplier's request, promptly arrange for the Customer Equipment to be reprogrammed by its designated maintainer in accordance with instructions provided by the Supplier, so as to enable any indirect or other access. The Supplier will have no responsibility in respect of such reprogramming.

3. SUPPLIER'S GENERAL OBLIGATIONS

3.1 The provision of the Service is subject to all relevant licences, infrastructure (or interconnect arrangements) and consents being in place. The Supplier shall use reasonable endeavours to meet any agreed dates but shall not be liable for failure to meet them. The Customer shall obtain any consent or facility that is necessary or desirable for the Supplier to provide the Service to the Site. The Supplier shall exercise the reasonable care and skill of a competent communications operator. The Service cannot be guaranteed to be fault free but the Supplier shall provide the same quality of service to the Customer as it provides from time to time to its customers generally.

3.2 The Customer shall report any fault to the Supplier's Customer Services Department, where it will be dealt with in accordance with the agreed fault repair service. The Supplier may request that the Customer first have its designated maintainer check the Customer Equipment. If the Supplier agrees to fix a fault that is caused by the Customer or that otherwise falls outside the responsibility of the Supplier or where no fault is found, the Supplier may charge the Customer for any work that the Supplier has undertaken at its applicable man-hour rate.

3.3 The Supplier may alter the name or number of a telephone exchange serving the Exchange Line, or the telephone number, or any other name, code or number whatsoever that the Supplier allocates to the Customer, in circumstances where such alterations are required as a result of necessary operational or technical changes to the System or changes in legal or regulatory requirements.

3.4 Where an Exchange Line is a new telephone line to the Site, the Supplier will allocate a telephone number to the Customer in respect of the Exchange Line and, unless the Customer requests otherwise, will arrange for a free standard entry to be made in a Telephone Directory. If the Supplier agrees to arrange a special entry (for which a charge would be made), this will be subject to additional terms and conditions.

3.5 Where the Supplier allocates telephone numbers to the Customer, the Customer will not (subject to any statutory or authorisation provisions relating to number portability) acquire any rights whatsoever in such telephone numbers and the Customer will not apply for registration of the telephone numbers as part of a trademark.

3.6 If the Supplier has an agreement with the Customer's existing communications service provider, the Supplier can, at the Customer's request, provide the Customer with a telephone line using the Customer's existing number subject to the following:

- (a) There are no technical reasons preventing the use of the number;
 - (b) The existing communications service provider agrees to release the relevant telephone number(s);
 - (c) The Customer agrees to cease service on the existing communications service provider's telephone line using that telephone number and authorises the Supplier to arrange for that cessation to take place;
 - (d) The Customer provides the Supplier with full details as reasonably requested by the Supplier including (but not limited to) the account name, account number, service address and billing address;
 - (e) The Customer pays the Supplier's charges (if any) for number portability;
 - (f) Number portability is available at the Site.
- 3.7** The Supplier does not accept any liability for claims relating to the Customer's ability to use or to continue use of a particular telephone number.

4. CUSTOMER'S GENERAL OBLIGATIONS

4.1 The Customer shall not utilise and shall ensure that no other person uses the Service:

- (a) For storing, reproducing, transmitting, communicating or receiving any Offending Material; or
- (b) Fraudulently or for any criminal purpose or in a manner that is contrary to any regulatory or legal requirement; or
- (c) To make offensive, indecent, menacing, nuisance or hoax Calls; or
- (d) Contrary to instructions that the Supplier may give to the Customer from time to time.

4.2 The Customer shall at its own cost arrange for the provision of the required Site specific conditions, as notified by the Supplier. This will include, without limitation, mains electricity supply, connection points and computer terminals. The Customer will prepare the Site in accordance with the Supplier's reasonable instructions and reinstate it and the Supplier shall not be responsible for reinstating the Site after the Supplier has completed any work necessary for the Supplier to be able to provide the Service save in respect of damage caused by the Supplier.

4.3 The Customer shall ensure that any Customer Equipment that it uses in connection with the Service meets any legal or regulatory requirements and is approved for connection to the System. If not, the Customer must immediately disconnect it or allow the Supplier to do so at the Customer's expense.

4.4 The Customer shall indemnify and keep indemnified the Supplier against all or any claims and associated costs, damages or expenses made by any third party as a consequence of any breach by or other act or omission of the Customer under or in relation to this Agreement.

4.5 Where the Customer's existing account with BT includes BT equipment which is not required for the provision of the Service or is incompatible with the Service, it shall be the responsibility of the Customer to contact BT in order to remove the BT equipment or move such equipment to another BT account.

5. PAYMENTS

5.1 Call Charges for each month will be invoiced after the end of the month in which the relevant Calls were made. Call Charges will be calculated using the details recorded or logged at the Supplier's telephone exchange and not details recorded by the Customer.

5.2 Line Rental will be invoiced monthly in advance.

5.3 The Customer will pay any cancellation charges, abortive visit charges, engineering visit or site survey charges, or maintenance service charges imposed on the Supplier by BT and relating to the Service, save where such abortive visit or service maintenance charges arise through the Supplier's default.

5.4 Line Rental shall continue to be payable during any period of suspension or restriction requested by the Customer in addition to any Charges for such suspension or restriction.

- 5.5** The Charges are exclusive of Value Added Tax, which shall be payable by the Customer in addition to the Charges at the rate applicable from time to time.
- 5.6** The Customer shall pay in pounds sterling (without set-off or deduction) all invoices issued by the Supplier within fourteen (14) days of the date upon them. The Supplier reserves the right on notice to the Customer to rescind any credit terms and to require payment on presentation of invoice if the Customer has been late in paying any previous invoice. If the Customer fails to make payment in full by the due date, in addition to the Supplier's right to suspend set out in Clause 6.1.3, the Supplier may charge interest on the unpaid amount (both before and after judgment) at the rate of four percent (4%) per annum over the base lending rate of HSBC Bank plc and such interest shall accrue notwithstanding termination of the Agreement by either party for whatever reason.
- 5.7** The Supplier reserves the right to charge a £4.95 administration fee for payments tendered by means other than Direct Debit. The Supplier reserves the right to increase this amount without notice.
- 5.8** If you pay by card including Amex you will pay a surcharge of three (3) per cent of the transaction value.
- 5.9** The Supplier may also change the level of its Charges during or after the Minimum Period, retrospectively as well as prospectively, as a consequence of (a) any Ofcom direction, determination, order or similar decision, or (b) any change in BT's wholesale charges to the Supplier. In both cases, the Supplier shall only be entitled to change the level of its Charges where the foregoing impacts upon the basis upon which the Charges were calculated.
- 5.10** Where the Supplier agrees to do work outside a Working Day at the request of the Customer, the Supplier may charge the Customer in accordance with the Supplier's applicable man-hour rate.
- 5.11** The Charges have been based upon the Customer also taking CPS from the Supplier in respect of the relevant Exchange Line. If the Service on any relevant Exchange Lines ceases to be provided, the Supplier shall be entitled to amend its Charges to its then standard charges for CPS as a stand-alone service. If CPS on any relevant Exchange Line ceases to be provided, the Agreement shall terminate forthwith, without prejudice to clause 2.3.

6. SUSPENSION AND VARIATION OF THE SERVICE

- 6.1** The Supplier may, in its sole discretion and upon giving the Customer written notice, suspend or vary the Service without compensation (unless due to the default of the Supplier) for any period during which:
- The Supplier is required to do so in order to avoid a breach of the authorisation of the Supplier under the Communications Act 2003, as amended from time to time;
 - The Supplier is obliged or requested to comply with an order or instruction of, or a recommendation or request to take such action received from the Government, Ofcom, an emergency services organisation or other competent authority;
 - The Supplier reasonably suspects or believes that the Customer is in breach of Clause 4.1 or the Customer is in breach of Clause 5;
 - The Supplier's contract with BT relating to the Services is suspended, varied or terminated.
- 6.2** The Customer acknowledges that BT may make alterations to the service (including, without limitation, conversions, shifts, reconfigurations and rennumbers) which may result in disruption.
- 6.3** The Customer shall reimburse the Supplier for all reasonable costs and expenses incurred as a result of the suspension and any recommencement or variation of the Service where suspension or variation is implemented as a result of any act or omission of the Customer.
- 6.4** The Supplier may at any time suspend the Service or any part of it, without liability:
- To vary the technical specification of the Service in order to comply with any relevant law or regulation or direction from a competent authority; or
 - To repair, maintain or improve the Service;
- 6.5** In the event of suspension of Service (save where Clause 6.1.3 applies) the Company shall give the Customer as much notice of suspension as is reasonably practicable and will restore the Service as soon as reasonably practicable and lawful but (in all cases) the Company shall have no liability to the Customer for any loss or damage incurred or suffered as a result of the suspension.

7. TERMINATION

- 7.1** Either party may immediately terminate the Agreement by written notice if the other party commits a material breach that is not capable of being remedied.
- 7.2** Either party may serve written notice requiring the other party to remedy within thirty (30) days of receipt of the notice a material breach of the Agreement that is capable of remedy. In the absence of a remedy in this period, the party that served notice to remedy may immediately terminate the Agreement by written notice.
- 7.3** Either party may immediately terminate the Agreement by written notice if the other party commits an act of bankruptcy or goes into or is put into liquidation (other than solely for the purposes of a reconstruction or amalgamation whilst solvent) or if a receiver or administrator is appointed over all or part of the other party's assets or the other party suffers seizure of any of its property for non payment of monies owing.
- 7.4** The Supplier may terminate the Agreement immediately by written notice at any time for the reasons set out in Clauses 6.1.1 and 6.1.2.
- 7.5** The rights to terminate this Agreement given by this Clause 7 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach. Following termination of the Service, the telephone service to the Site will be disconnected unless the Customer makes alternative arrangements with the Supplier or another communications service provider.

8. CONFIDENTIALITY AND DATA PROTECTION

- 8.1** The Customer agrees to keep all Confidential Information confidential, to disclose it only to its employees and its professional advisers that in each case need to know it and to use it exclusively for the purposes contemplated by this Agreement. This Clause shall not apply to information that the Customer can prove:
- Is in the public domain otherwise than by the Customer's breach;
 - It already had in its possession prior to obtaining the information directly or indirectly from the Supplier; or
 - A third party subsequently disclosed to the Customer free of restrictions on disclosure and use.
- 8.2** The disclosure is made to a sub-contractor, agent or assignee, who shall be bound by the same obligations of confidentiality as is the Customer and this Clause shall survive for two (2) years from when the Customer ceases to receive the Service from the Supplier.
- 8.3** The Customer may disclose Confidential Information if required to do so by law, regulation or rules of a securities exchange or other regulatory authority, but only to the extent of the relevant requirement. The Customer shall promptly inform the Supplier of the requirement and will co-operate with the Supplier in the disclosure.
- 8.4** The use of any information, including Calling Line Identification, may be subject to (and therefore the Customer shall comply with) the Data Protection Act 1998, EU Data Protection Directives and the Telecommunications (Data Protection and Privacy) Regulations 1999. The Supplier reserves the right to withhold Calling Line Identification if it believes that the Customer has failed to comply with this Clause or the Supplier receives a complaint from any relevant authority.
- 8.5** The Customer hereby consents to BT disclosing to the Supplier any information relating to the transfer or removal of BT's retail products and services that exist on the Exchange Line as at the time of transfer of the service from BT to the Supplier.

9. LIABILITY

- 9.1** The Supplier shall be liable for damage to the property of the Customer caused by any negligent act or omission of the Supplier or its employees provided that such liability of the Supplier in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the performance of the Supplier's obligations under this Agreement shall be limited in respect of all damage arising from any one incident to twenty per cent (20%) of the Call Charges invoiced for monthly usage and twenty per cent (20%) of the Line Rental in each case collected by the Supplier from the Customer since the commencement of the Agreement or, where the Agreement has run for more than 12 months at the date of the relevant incident or incidents, for the 12 month period prior to the relevant incident or incidents.
- 9.2** The Supplier shall not be liable to the Customer in contract, tort or otherwise including any liability for negligence, for any loss of revenue business anticipated savings or profit or for any indirect or consequential loss howsoever arising.
- 9.3** In the event of any failure of the Service other than due to the negligent act or omission of the Supplier, the Supplier shall not be liable to the Customer for any charges incurred by the Customer should the Customer's traffic be diverted to another carrier.
- 9.4** Nothing in this Agreement shall serve to limit either party's liability in respect of death or personal injury caused by or arising from that party's negligence.
- 9.5** The provisions of this Condition 9 shall continue to apply notwithstanding the termination of the Agreement.
- 9.6** All warranties that would otherwise be implied in relation to the provision of the Service by the Supplier to the Customer are hereby excluded to the fullest extent permitted by law.

10. FRAUDULENT ACTS OF THIRD PARTIES

- 10.1** The Customer acknowledges that the Supplier is not responsible for any fraudulent acts, usage or information of any third party in relation to the Services.
- 10.2** The Supplier shall not be liable for any loss, damage, costs or expenses suffered by the Customer as a result of the fraudulent act of a third party including but not limited to, the costs incurred by the Customer in relation to telephone calls.

11. NOTICES

- 11.1** Notices to be served under any provision of the Agreement must be written and delivered by hand or by registered post. The address for service on the Supplier (subject to any change notified by the Supplier) is the address stated on the Customer Service Agreement. The address for service on the Customer is as set out in the most recent invoice or such address as has been subsequently notified to the Supplier in accordance with this Clause.
- 11.2** A notice will be deemed served as follows:
- In the case of delivery by hand, on the day of delivery, except where this is outside a Working Day, in which case the next Working Day;
 - In the case of delivery by registered post, two Working Days after posting (proof of delivery by Royal Mail (or such other postal service in place of Royal Mail providing a registered postal service) and that it has not been returned to the sender being sufficient proof of posting).

12. MISCELLANEOUS

- 12.1** Headings in the Agreement shall not affect interpretation.
- 12.2** A delay in enforcing rights under the Agreement shall not be a waiver, as any waiver must be expressly granted in writing.
- 12.3** The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability or validity of the remainder of it.
- 12.4** The termination or expiry of the Agreement shall be without prejudice to the rights of either party, which have accrued prior to termination or expiry. Clauses that are expressed to survive or which are by implication intended to survive termination or expiry of the Agreement shall so survive.
- 12.5** The Agreement contains the entire agreement and supersedes all other agreements and understandings between the parties with respect to its subject matter. Any terms proposed by the Customer that are not written in these Terms and Conditions shall be of no effect. The Customer acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly written in the Agreement, and that its only remedy can be for breach of contract.
- 12.6** Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.
- 12.7** It is not intended that any person shall have, by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999, the benefit of or be entitled to enforce in respect of this Agreement any of its terms.
- 12.8** English law shall govern the validity, construction and performance of the Agreement and the parties submit to the exclusive jurisdiction of the English Courts.
- 12.9** The Customer may not assign or transfer this Agreement or any rights hereunder without the prior written consent of the Supplier.
- 12.10** The Supplier may assign or transfer this Agreement or any rights hereunder to an Associated Company or any other person. In particular, the Supplier may assign its right to receive payment under the Agreement and each invoice for the Service provided in the relevant month shall be payable to the assignee by the Customer in full without deduction or set-off in respect of any alleged defect in or absence of the Service provided or to be provided in that or in any other month or in respect of any other alleged breach by the Supplier of its obligations under the Agreement.
- 12.11** Neither party shall be liable for any breach of its obligations including any delay or failure in performance of any part of the Agreement to the extent that such a breach is caused by flood, fire, explosion, accident, war, strike, embargo, government requirement, civil or military authority, act of terrorism, act of God, inability to secure materials, industrial disputes or any other causes beyond the party's reasonable control and not insurable on reasonable terms and at reasonable rates, including in particular, acts of omission of other providers of telecommunication services.
- 12.12** If any part of this Agreement shall be invalid illegal or unenforceable all of the remaining provisions shall remain in full force as if the unenforceable provisions had been omitted from the original Agreement.
- 12.13** The Agreement embodies all the terms agreed between the parties relating to the provision of the Service to the Customer and supersedes all previous agreements, representations, assurances and arrangements between the parties relating to the same and may not be varied other than by a written instrument signed by the parties' authorised representatives.
- 12.14** References to any party hereto include references to their successors in title and assign.

ADSL Contract

1. DEFINITIONS

Affiliate of a Party: means in relation to a Party (i) any entity under the control of such a party; and (ii) any entity controlling such a Party; and (iii) any other entity under the control of a controlling entity under paragraph (ii).
Bearer Upgrade: means an increase to the circuit speed of a Customer's Service.

Worldwide: means Worldwide Connect Ltd of 31 Commerce Road, Equinox, Peterborough Business Park, Lynchwood, Peterborough, PE2 6LR, registered in England No 4290183.

Supplied Equipment: means equipment placed on a Site for the provision of the Service.

Content: means information made available, displayed or transmitted in connection with the Service (including without limitation, information made available by means of an HTML "hyperlink", third party posting or similar means) including all trademarks, service marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing.

Contract: means these Conditions, the Service Schedule, the Service Level Agreement (if applicable), and the Purchase Order Form which in the case of conflict rank in the order of precedence above.

CRF: means the Customer Requirements Form, which details the Customer's requirements for the Service.

Customer: means the person named on the Purchase Order Form. Worldwide may accept instructions from another person who Worldwide reasonably believes is acting with the Customer's authority or knowledge.

Customer Website: means the Customer's website(s) on the World Wide Web.

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

Marks: means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services.

Minimum Period: means twenty four (24) months from the date of commencement of the Agreement.

Operational Service Date: means the date when the Service is first made available to the Customer at a Site, or when a Customer first uses the Service, whichever is the earlier.

Order Form: means the form that specifies the information required for the Customer to order Service(s) pursuant to this Contract.

Party: means either Worldwide or the Customer;

Parties: means both Worldwide and the Customer.

Service: means the service or, where appropriate part of the service.

Site: means a place at which Worldwide agrees to provide the Service.

Software: means any software provided by Worldwide 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 Worldwide for matters relating to the provision of the Service.

Third Party Information: means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, published or otherwise made available by the Customer by using the Service.

URL: means a uniform resource locator, which is the full address for a website on the World Wide Web.

User: means anyone who is properly permitted by the Customer to use or access the Service purchased by the Customer.

Working Day: means Monday to Friday, excluding UK Bank and Public Holidays.

Working Hours: means 0830hrs to 1730hrs, Monday to Friday, excluding UK Bank and Public Holidays.

2. COMMENCEMENT AND DURATION OF THIS CONTRACT

This Contract begins on the date that the Order Form is signed by both parties and will continue for the Minimum Period until and unless terminated in accordance with this Contract.

3. PROVISION OF THE SERVICE

3.1 Worldwide will:

(a) Provide the Customer with the Service on the terms of this Contract;

(b) Use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates are estimates and Worldwide has no liability for any failure to meet any date and

(c) Provide the Service with the reasonable skill and care of a competent telecommunications service provider.

3.2 Worldwide will repair faults in accordance with the fault repair service detailed in the standard Service Level Agreement.

3.3 Occasionally Worldwide may:

(a) For operational reasons change the technical specification of the Service and/or the codes or numbers used by Worldwide for the provision of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;

(b) Give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by Worldwide to the customer or any other customer; or

(c) Temporarily suspend the Service because of an emergency or to undertake maintenance or to implement improvements. Worldwide will use reasonable endeavours to keep the periods of temporary suspension to a minimum and will restore Service as soon as possible.

Before doing any of these things, Worldwide will give the customer as much notice as possible in accordance with Clause 20 of this contract.

3.4 With the exception of the Supplied Equipment and the Software, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service.

4. SUPPLIED EQUIPMENT

4.1 Where Worldwide needs to supply & install equipment at a site to enable Worldwide to provide the Service the Customer will prior to installation:

(a) Prepare the site in accordance with Worldwide's reasonable instructions, if any;

(b) make available a suitable place and conditions for the supplied equipment; and

(c) Provide at no charge to Worldwide sufficient electricity to power the supplied equipment.

After installation is completed it is the Customer's responsibility to restore the condition of the site, including any re-decorating that may be required.

4.2 The Customer is responsible for the Supplied Equipment and must not add to, modify or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by Worldwide) to do so. The Customer will be liable to Worldwide for any loss of or damage to the Supplied Equipment, except where such loss or damage is due to fair wear and tear or is caused by Worldwide, or anyone acting on Worldwide's behalf.

5. CONNECTION OF EQUIPMENT TO THE SERVICE

5.1 The Customer must ensure that any equipment connected to or used with the Service is connected and used in accordance with any applicable instructions, safety or security procedures.

5.2 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.

6. ACCESS AND SITE REGULATIONS

6.1 To enable Worldwide to carry out its obligations under this Contract the Customer will provide Worldwide employees, and anyone acting on Worldwide's behalf, who produces a valid identity card, with access to any Site or any other premises outside Worldwide's control at all reasonable times. Worldwide or any one acting on behalf of Worldwide, will normally only require access during its Working Hours but may, on reasonable notice, require the Customer to provide access at other times. Worldwide may agree to work outside its Working Hours, but the Customer must pay Worldwide's additional charges for doing so.

6.2 Worldwide employees and anyone acting on Worldwide's behalf will observe the Customer's reasonable Site regulations (or regulations pertaining to the relevant premises) as previously advised in writing to Worldwide. In the event of any conflict between the Site (or relevant premises) regulations and this Contract, this Contract will prevail.

6.3 Worldwide and the Customer will meet each other's reasonable requirements for the safety of people on any Site (or relevant premises).

7. USE OF THIS SERVICE

7.1 The Customer may use the Service for its own purposes. Provided that:

(a) The Customer complies with the terms of any communications legislation;

(b) The Customer or any User does not use the Service to send any communication which is illegal including spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party; and

(c) The Customer shall remain responsible for any access and use of the Service by its Users, all charges incurred and compliance with all terms and conditions by its Users under this Contract.

7.2 So far as may be permitted by relevant law or regulation, it is agreed that Worldwide will have no liability and the Customer will make no claim in respect of any matter arising from any use of the Service which is contrary to the provisions of clause 7.1 and/or Worldwide's specific instructions, such instructions to be provided in writing under the notice provisions of clause 20.

7.3 Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of Worldwide under this Contract are solely to the Customer and not to any third party, including any other User. To the extent permitted by law, and subject to the limitations of liability in clause 13, the Customer will indemnify Worldwide against any liabilities or costs arising from any and all claims by any third party in connection with the use of the Service.

8. INTERNET

The Service enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at the Customer's risk and subject to all applicable laws. Worldwide has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

9. INTELLECTUAL PROPERTY

9.1 Ownership of and all intellectual property rights in any Supplied Equipment, software, operating manuals and associated documentation, made available as part of the Service or otherwise generated by or for Worldwide in connection with this Contract, shall remain the property of Worldwide or its licensors. Worldwide will grant the Customer a personal, non-transferable and non-exclusive license to use and to permit its Users to use, in object code form, the Software and associated written and electronic documentation and data furnished by Worldwide pursuant to this Contract, solely as necessary for receipt of the Service and solely in accordance with this Contract and the applicable written and electronic documentation. The term of any license granted by Worldwide pursuant to this clause 9.1 is co-terminus with the Minimum Period for the Service with which the Software is associated.

9.2 The Customer must not, without Worldwide's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to Worldwide following termination of the Service or this Contract whichever takes place earliest, unless required under applicable law and/or regulation and unless the tangible material relating to the Software is required for the provision of the Service which is still being provided to the Customer at the time of termination of the Contract. The Customer must not take any steps to modify the Software, or reverse assemble, reverse compile (except as permitted by applicable law) or otherwise derive a source code version of the Software. The Software is and will remain the sole and exclusive property of Worldwide or its supplier.

10. INTELLECTUAL PROPERTY INDEMNITIES

10.1 Worldwide will defend, indemnify and hold the Customer harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of Worldwide's provision of the Service. As a condition of this indemnity the Customer must:

(a) Notify Worldwide promptly in writing of any allegation of infringement;

(b) Make no admission relating to infringement;

(c) Allow Worldwide to conduct all negotiations and proceedings and give Worldwide all reasonable assistance in doing so (Worldwide will pay the Customer's reasonable expenses for such assistance); and

(d) Allow Worldwide to modify or replace the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification or replacement does not materially affect the performance of the Service.

10.2 If the Service becomes, or Worldwide believes it is likely to become, the subject of an allegation or claim for infringement of any intellectual property rights as referred to in clause 10.1, Worldwide, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service, as set forth in clause 10.1(d), so that it is no longer infringing. If neither of those remedies is available to Worldwide on reasonable terms, Worldwide may so notify the Customer and terminate such infringing Service without penalty to either Party.

10.3 The indemnity and remedies in clauses 10.1 and 10.2 are the exclusive remedies for claims of infringement and do not apply to claims for infringements related to the Customer's or User's Content in connection with the Service, the use of the Service in conjunction with other equipment, software or services not supplied by Worldwide or to infringements occasioned by work done by Worldwide in accordance with directions or specifications given by the Customer or designs made by, or on behalf of, the Customer, including any part of the Service designed to the Customer's specifications. The Customer will indemnify and hold Worldwide harmless against all claims, proceedings and expenses arising from such infringements and will immediately cease any activity which gives rise to the alleged infringement.

10.4 The limitations and exclusions of liability contained in clause 13, do not apply to this clause 10.

11. CONFIDENTIALITY

11.1 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, or in the case of Worldwide the employees of Worldwide who need to know the information) without the written consent of the other party.

11.2 This clause 11 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. The disclosing party shall notify the other in writing of such disclosure.
- 11.3** This clause 11 will remain in effect for 2 years after the termination of this contract.

12. CHARGES AND DEPOSITS

12.1 The charges for the Service are fixed for the Minimum Period and will be calculated in accordance with the charging information attached to the Order Form. Charging will begin on the Operational Service Date and recurring charges will be payable monthly in advance. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of, Worldwide. Value Added Tax will be added to Worldwide's invoices as appropriate.

12.2 The Customer will pay the charges within 14 days of the date of Worldwide's invoice by Direct Debit. Worldwide may charge daily interest on late payments at a rate equal to 2% per annum above the base-lending rate of HSBC Bank plc.

12.3 The Customer acknowledges that the Customer may be subject to Worldwide's credit vetting procedures.

13. LIMITATION OF LIABILITY

13.1 Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

13.2 Subject to clause 13.1, neither Party shall be liable to the other or to any third party, (whether in contract, tort, under statute or otherwise (including in each case negligence) for any of the following types of loss or damage arising under or in relation to this Contract or any part of it:

- (a) Any loss of profits, business contracts, anticipated savings, goodwill, or revenue, and/or
- (b) Any loss or corruption or destruction of data; and/or
- (c) Any special, indirect or consequential loss or damage whatsoever, whether or not that Party was advised in advance of the possibility of such loss or damage.

14. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY

14.1 Neither Party shall be liable for performance of its obligations if the Parties can establish that performance has been prevented by Force Majeure hereinafter defined, which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party ("Force Majeure Event").

14.2 In the event of:

- (a) A refusal or delay by a third person to supply a telecommunications service to Worldwide and where there is no alternative service available at reasonable cost; or
- (b) Worldwide being prevented by restrictions of a legal or regulatory nature from supplying the Service.

Worldwide will have no liability to the Customer for failure to supply the Service.

14.3 If any of the events detailed in clauses 14.1. & 14.2. continue for more than 30 (thirty) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

15. TERMINATION OF THIS CONTRACT BY NOTICE

15.1 The Customer may terminate this Contract on 60 days notice, in writing, to Worldwide.

15.2 Worldwide may terminate this Contract at 60 days notice, in writing, to the Customer.

15.3 A Customer terminating this Contract before its Minimum Period has expired must pay Worldwide:

- (a) Any outstanding Connection Charges; and
- (b) The complete rental for the remainder of the first year, if the termination is during the first year of the minimum period; and
- (c) Fifty percent of the rental for the remainder of the Minimum Period after the first year of the Minimum Period has expired.

16. BREACHES OF THIS CONTRACT

16.1 Either party may terminate this contract immediately on 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
 - (d) Is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their 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.
- 16.2** If Worldwide is entitled to terminate this Contract under clause 16.1, Worldwide may, on giving prior notice where practicable suspend the Service without prejudice of such termination rights. Where the Service is suspended under this clause, the Customer must pay the charges for the Service until this Contract is terminated.
- 16.3** If this Contract is terminated by Worldwide because of an event specified in clause 16.1, the Customer must pay Worldwide the termination charges due, if any, for the remaining part of the Minimum Period in accordance with clause 15.3.
- 16.4** If this Contract is terminated by the Customer because of an event specified in clause 16.1, the Customer will only be liable to pay Worldwide the termination charges due under Clause 15.3a, if any.

17. CHANGES TO THIS CONTRACT

This Contract or any part of it, will not be amended, modified or supplemented except by a document in writing signed by authorised representatives of both Parties.

18. TRANSFER OF RIGHTS AND OBLIGATIONS

18.1 Either Party reserves the right to assign all or part of the Contract at any time to any Affiliate which can sufficiently execute the obligations under the Contract, subject to providing the other Party with prior written notice of such assignment. Any other assignment requires the prior written agreement of the other Party, which shall not be unreasonably withheld.

18.2 This Contract will be binding on, and enure to the benefit of, the Parties and their successors and permitted assigns.

18.3 Worldwide may subcontract the performance of any of its obligations under this Contract, but without relieving Worldwide from any of its obligations to the Customer. The Customer agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Service.

19. NOTICES

All notices given under this contract shall be in writing, unless the Parties agree, and shall be sent by prepaid post or e-mail of to the address below, or to any other address of addressee either Party has given to the other for that purpose.

To Worldwide:

- (a) Post: Worldwide Group, 31 Commerce Road, Equinox, Lynchwood, Peterborough Business Park, Peterborough, PE2 6LR;
- (b) E-mail: clientrelations@worldwidegroup.co.uk

To the Customer:

At the address to which the Customer asks Worldwide to send the bills, the address of the Customers premises, or if the Customer is a limited company it's registered office.

20. LAW AND JURISDICTION

This Contract is governed by the law of England and both parties submit to the jurisdiction of the English Courts.

21. MISCELLANEOUS PROVISIONS

Entire Agreement: This Contract supersedes all prior oral or written understanding between the Parties, constitutes the entire agreement with respect to its subject matter and shall not be modified or amended except in writing and signed by authorised representatives of both Parties.

Inducement: The Parties acknowledge and agree that they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into this Contract.

No Waiver: Except as otherwise specifically provided in this Contract, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Contract will operate as a waiver of any right, power or privilege.

Severance: If any provision of the Contract is held to be invalid or unenforceable, it will be severed from the Contract, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.

Survival of Obligations: The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

Rights of Third Parties: Other than any Affiliate of Worldwide (who shall each have the right to enforce the terms of this Contract), a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Data Protection: Each Party will strictly comply with the Data Protection Act 1998 (as amended from time to time) and any other applicable laws and regulations.

Standard Terms & Conditions for Mobile Contracts provided by Worldwide Group on the O2 Network

1. DEFINITIONS

AIT: means Artificially Inflated Traffic and occurs where the flow of calls to any particular revenue share service is, as a result of any activity on or on behalf of the party operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the network.

Affiliate: means any company which is an Associated Company of either party as the term Associated Company is defined under section 416 of the Income and Corporation Taxes Act 1988.

Agreement: means these terms, and any amendments to these terms agreed with the Customer.

Airtime: means wireless airtime and network capacity procured from the Network Operator.

Airtime Application: means the Airtime Application form, or any other application form used by the Customer to apply for the Wireless Services.

Charges: means the charges for Wireless Services and for Value Added Wireless Services payable to Worldwide by the Customer in accordance with clause 7.1.

Commencement Date: means the date upon which Wireless Services are first provided to the Customer pursuant to this Agreement and in the event that Wireless Services have not been provided shall mean the date of signature of the Airtime Application by the Customer.

Customer: means the customer of Worldwide whose details appear on the Airtime Application.

Device: means a wireless device, or Equipment incorporating a SIM Card.

Disconnection Notice: means a notice to disconnect one or more SIM Cards from the Wireless Services given pursuant to clause 6.1.

Equipment: means the items supplied by Worldwide to the Customer under this Agreement and includes any Software (but not End-User Licensed Software) and documentation supplied under this Agreement.

End-User Licensed Software: means any software, the licence terms for which are governed by a separate agreement with the licensor of such software typically by means of a "click-wrap" or "shrink-wrap" licence agreement.

GSM Gateway: means a device (not designed or adapted to be capable of being used whilst in motion) for wireless telegraphy designed or adapted to be connected by wireless telegraphy to the O2 wireless telecommunications network or the wireless telecommunications system of another network operator and used solely for the purpose of sending and receiving messages conveyed by means of the O2 wireless telecommunications.

Line Rental Charge: means the non-usage dependent part of the Charges, payable on a monthly basis per SIM Card.

Minimum Period: means the minimum number of months each SIM Card provided under this Agreement must remain connected to the Wireless Services, which unless agreed otherwise in writing shall be twenty four (24) months.

Minimum Term: means the term of twenty four (24) months from the Commencement Date or such other period as is agreed in writing.

Mobile Extension: means the service which uses certain wireless extension technology in conjunction with a private circuit or virtual private circuit and that enables certain Devices to operate as part of the Customer's wireless private or virtual private voice network.

Network Operator: means the network operator who operates the wireless network or networks to which the SIM Cards are connected.

Numbers: means the numbers allocated to Worldwide by O2 and in turn allocated by O2 to SIM Cards.

O2: means Telefónica O2 UK Limited of 260 Bath Road, Slough SL1 4DX.

Order: means a request by the Customer for Equipment or Wireless Services or a change or variation in respect of the same (but not a disconnection).

Replacement List Price: means the Charges applicable to Equipment which is not supplied in conjunction with a new SIM Card and which Charges shall be available from Worldwide upon request from the Customer.

SIM Card: means the subscriber identity module supplied by the Network Operator (and which shall at all times remain the property of the Network Operator), which is allocated to the Customer by Worldwide, and which contains the Number.

SMS: means the short message service, which enables text messages to be sent to, and received from Devices.

Software: means any software (excluding End-User Licensed Software) supplied to the Customer by Worldwide, the Network Operator or any other supplier under the terms of or in respect of this Agreement.

Technology Fund: means a notional account set up by Worldwide to accrue credits owing to the Customer from which Equipment can be purchased from Worldwide by the Customer.

Termination Fee: means the standard Line Rental Charges for the period from the date of disconnection of a SIM Card to the end of the Minimum Period in respect of that SIM Card.

Termination Notice: means written notice to terminate this Agreement.

Wireless Service Period: means the period commencing on the Commencement Date and ending on the date this Agreement is terminated, during which period the Wireless Services are provided by Worldwide to the Customer pursuant to this Agreement.

Wireless Services: means the provision by Worldwide to the Customer of Airtime, Equipment, GPRS bearer, Mobile Extension, Mobile Web, SMS, SMS Land to Mobile Text Messaging Service and/or any other Wireless Services, which Worldwide may from time to time provide.

Value Added Wireless Services: means the value added Wireless Services such as installation, insurance, field services, repair etc. as may be made available from time to time by Worldwide to Business Customers on a non discriminatory basis.

Worldwide: means Worldwide Connect Limited (registered number 4290183) of 31 Commerce Road, Peterborough Business Park, Lynchwood, Peterborough, PE2 6LR.

2. ORDERS

2.1 Worldwide agrees subject to acceptance by Worldwide of an Order, to supply to the Customer the Wireless Services requested in that Order under the terms and conditions contained in this Agreement, and at the Charges specified on the Airtime Application, and Worldwide undertakes to use all reasonable endeavours to fulfil any Order as soon as reasonably practicable and if possible by the requested dates for delivery/commencement.

2.2 All Orders shall be subject only to the terms of this Agreement. Any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing Orders shall be ineffective.

3. EQUIPMENT

3.1 Title in the Equipment shall not pass to the Customer except that title in Equipment which is not a Device (for example hardware accessories) shall pass to the Customer upon payment in full for such Equipment.

3.2 Notwithstanding clause 3.1, acceptance of the Equipment by the Customer shall take place when the Customer takes delivery or possession of the Equipment. Risk in the Equipment will pass to the Customer upon delivery and the Customer will be liable for any loss or damage of the same as and from the time when the Equipment is delivered to the delivery location specified in the Order unless the damage is caused by the negligence of Worldwide.

3.3 Worldwide warrants that each item of Equipment will conform in all material respects to the manufacturer's specification for a period of 12 months (but in the case of Software 90 days) from the date on which each item of Equipment is dispatched to the Customer by Worldwide (the Warranty Period) unless special conditions associated with certain Equipment apply.

3.4 If, within the Warranty Period, the Customer notifies Worldwide of any defect or fault in the Equipment arising under normal use in consequence of which it fails to conform in any material respect with the manufacturer's specification Worldwide shall, at Worldwide's option either: repair the faulty Equipment; or, replace the faulty Equipment with the same or an equivalent item of Equipment which may be a new or refurbished item. In the event that Equipment is provided to replace Equipment which has failed during its Warranty Period, the replacement Equipment will be provided with its own Warranty Period which shall last for the greater of: a) 3 months from the date on which the replacement Equipment is dispatched to the Customer; or b) the outstanding period of the original Warranty Period.

3.5 Following the expiry of the Warranty Period of Equipment provided under this Agreement in which Worldwide retains title, Worldwide will extend the Warranty Period in respect of such Equipment until the end of the Minimum Term ("Extended Warranty Period"). Upon expiry of the Minimum Term, or termination of this Agreement, the Extended Warranty Period shall cease.

3.6 The warranty obligations set out in clauses 3.4 and 3.5 shall not apply in the event that the Customer, or anyone acting with the authority of the Customer, has amended or damaged the Equipment, or used it for a purpose or in a context, other than in accordance with Worldwide's or the manufacturer's instructions and advice.

3.7 Following any upgrade or replacement of Equipment or disconnection of Equipment from the Wireless Services, Worldwide shall reserve the right to request the safe return of any such Equipment in which Worldwide retains title pursuant to clause 3.1 from the Customer to Worldwide at the Customer's expense.

3.8 The Customer undertakes in respect of Equipment in which Worldwide retains title pursuant to clause 3.1 not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the same in any way and that it shall keep such Equipment in good working order allowing for fair wear and tear during the period of use by the Customer.

3.9 Worldwide reserves the right to charge the Customer the Replacement List Price or repair charges for any Equipment that is not returned to Worldwide in accordance with the provisions of clause 3.7 or where the Customer fails to fulfil its obligations under clause 3.8.

3.10 Worldwide reserves the right to add to, substitute, or to discontinue any item of Equipment at any time. Worldwide does not guarantee the continuing availability of any particular item of Equipment.

4. AGREEMENT FOR THE PROVISIONING OF AIRTIME AND WIRELESS SERVICES

4.1 Worldwide agrees to provide the Wireless Services during the Wireless Services Period.

4.2 Worldwide reserves the right to add to, substitute, or to discontinue any Value Added Wireless Service at any time. Worldwide does not guarantee the continuing availability of any particular Value Added Wireless Service.

4.3 The Customer agrees not to use SMS for the purpose of marketing or advertising anything to users of wireless services without the consent of those users.

4.4 The Customer agrees that in respect of SMS, Worldwide is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the Customer's SIM Cards, which do not originate from Worldwide.

4.5 Certain elements of the Wireless Services are dependent on the Customer having suitable infrastructure available and/or using an appropriate Device and in the event that the Customer is unable to provide suitable infrastructure, or fails to use an appropriate Device, then:

(a) Some of the Wireless Services may not function correctly (the Affected Services);

(b) Worldwide reserves the right not to provide the Customer with the Affected Services; and

(c) Worldwide shall have no liability for the Customer's inability to receive the Affected Services.

4.6 During the Minimum Period, the Customer shall not be permitted to transfer a SIM Card from the tariff which that SIM Card was originally connected to under this Agreement to another tariff except where Worldwide at Worldwide's absolute discretion agrees to do so and confirms such a change in writing to the Customer.

4.7 Worldwide cannot set usage limits and the Customer will be liable for all Charges incurred by its use of the Wireless Services. Worldwide may monitor the Customer's usage of the Wireless Services for the purpose of controlling Worldwide's credit risk and the Customer's exposure to fraudulent usage.

4.8 Worldwide reserves the right to bar service to any Equipment supplied under this Agreement where in Worldwide's opinion that Equipment is not being used in a manner which Worldwide would reasonably expect including but not limited to where the Equipment is:

(a) Used in conjunction with a SIM Card connected to a tariff other than one which the Customer has ordered under this Agreement;

(b) Used in conjunction with a SIM Card allocated to any other Worldwide customer's account;

(c) Used solely or predominantly on a roaming basis; or

(d) Not used within 45 days from the date of dispatch by Worldwide, or during any other period of 30 consecutive days; unless Worldwide and the Customer have agreed in writing otherwise.

4.9 Worldwide reserves the right to bar a SIM Card from making calls (other than calls to emergency services) and/or disconnect any SIM Card supplied under this Agreement if such SIM Card is not being actively used in a manner which Worldwide would reasonably expect to be proper use including but not limited to where the SIM Card has not been used:

(a) Within 30 days of activation of the SIM Card by Worldwide on the tariff which the Customer has ordered under this Agreement; or

(b) For any subsequent 30 day period thereafter; and Worldwide will only unbar/reconnect any such SIM Card once Worldwide is satisfied, acting reasonably, that the SIM Card is to be used properly by the Customer to make use of the Wireless Services provided under this Agreement, which proper use must be explained to Worldwide within 30 days of the date on which the SIM Card is barred/disconnected.

4.10 The Customer, at the Customer's expense, shall return to Worldwide any Equipment, supplied by Worldwide, which Equipment:

(a) Have been barred pursuant to clause 4.8;

(b) Was Equipment supplied in conjunction with a SIM Card which has been disconnected pursuant to clause 4.9 and which has not been reconnected by Worldwide;

(c) And in the event that the Customer fails to return any such Equipment within two (2) weeks of written notice from Worldwide to do so, then the Customer agrees to pay Worldwide the Replacement List Price of the Equipment.

4.11 In the event that the Customer sells any Equipment in breach of clause 9.4 of this Agreement, the Customer agrees that liquidated damages equal to the Replacement List Price of the Equipment, at the date on which Worldwide invokes its right to recover liquidated damages under this clause 4.11, shall immediately be due and payable from the Customer to Worldwide.

5. SERVICE STANDARDS

5.1 Worldwide warrants that it will perform its obligations in this Agreement with the reasonable skill and care of a competent wireless telecommunications service provider.

5.2 The Customer acknowledges that the provision of Airtime is subject to the geographic extent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Wireless Services in any particular location that may from time to time adversely affect the provision of the Airtime in terms of line clarity and call interference.

5.3 Worldwide may, where reasonable, from time to time and without notice suspend the Wireless Services and at its discretion disconnect a SIM Card in any of the following circumstances without prejudice to its rights hereunder, provided that it shall use reasonable endeavours to restore the Wireless Services and reconnect the SIM Card as soon as reasonably practicable:

(a) During any technical failure, modification or maintenance of the telecommunications systems by which the Wireless Services are provided; and/or

(b) If the Customer fails to comply with the terms of this Agreement after being given written notice of its failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied; and/or

(c) If the Customer allows to be done anything which in Worldwide's reasonable opinion may have the effect of jeopardising the operation of the Wireless Services, or the Wireless Services are being used in a manner prejudicial to the interest of the Customer and/or Worldwide; and/or

(d) Because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network Operator) or for the Customer's own security.

5.4 Worldwide can at its discretion suspend any SIM Card from making calls (other than to the emergency services) and disconnect any SIM Card from the Wireless Services if Worldwide has reasonable cause to suspect fraudulent use of the SIM Card or the Device, or either are identified as being stolen.

5.5 During any period of suspension arising from the circumstances detailed in clauses 5.3.2 to 5.3.4 inclusive, or clause 5.4, the Customer shall remain liable for all Charges levied in accordance with this Agreement.

6. DISCONNECTION OF SIM CARDS

6.1 A Disconnection Notice may be given by the Customer in respect of a SIM Card at any time.

6.2 Within 30 days from receipt of a Disconnection Notice Worldwide will disconnect the relevant SIM Card or SIM Cards from the Wireless Services.

6.3 In the event that the Customer gives a Disconnection Notice resulting in disconnection of a SIM Card prior to the expiry of the Minimum Period for that SIM Card, the Customer will pay to Worldwide any applicable Termination Fee.

7. BASIS OF CHARGES

7.1 The prices and tariffs payable by the Customer to Worldwide for Equipment and Airtime are as set out in the Airtime Application.

7.2 The Charges are exclusive of Value Added Tax which will be charged to the Customer at the prevailing rate.

7.3 All Charges shall be based upon call and billing data recorded by Worldwide. The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.

7.4 Any credits accrued in the Technology Fund may be used solely for the purposes of offsetting Charges for Equipment do not have any monetary value, and the Customer is not entitled to:

- (a) Offset any credits accrued in the Technology Fund against any outstanding debt; or
- (b) Any payments from any credits accrued in the Technology Fund; or
- (c) Any future use of credits accrued in the Technology Fund upon termination of this Agreement.

8. BILLING ARRANGEMENTS

8.1 Worldwide shall on a monthly basis, submit to the Customer one or more invoice(s) which shall itemise Charges for the Wireless Services.

8.2 Without prejudice to any other rights of Worldwide in the event of the Customer failing to pay any sums due to Worldwide on time or at all notwithstanding notification of the overdue debt to the Customer Worldwide shall be entitled to:

- (a) Charge interest (both before and after any judgement) on amounts overdue from the Customer under this Agreement from the due date until the payment is actually made at the rate of 2% per annum over the base rate of HSBC Bank plc for the time being during the relevant period; and
- (b) Suspend the provision of the Wireless Services, the performance of customer services and/or disconnect SIM Cards or Equipment from the Wireless Services until such time as all payments due including all interest accrued has been paid and satisfied in full.
- 8.3** Worldwide reserves the right to review any credit applied to this Agreement. Worldwide may require from the Customer a deposit as security for payment of Charges. The Customer may request the return of any deposit paid at the expiry of any twenty four (24) month period but the decision to return any deposit prior to termination of the Agreement will be at the discretion of Worldwide. Worldwide reserves the right to set off any deposit against the Charges.
- 8.4** Unless otherwise stated on the Airtime Application, call prices are quoted by the minute. The duration of each call is measured in one second increments, and then rounded up to the nearest second. Each call is charged excluding VAT. Based on the duration, the Ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Customer's invoice.
- 8.5** Unless otherwise stated on the Airtime Application all calls are subject to a minimum Charge of £0.02.
- 8.6** Unless otherwise stated on the Airtime Application Peak rate call Charges apply from 07:00 to 19:00, Monday to Friday; Weekend rate call Charges apply from midnight on Friday to midnight on Sunday and Off Peak rate call Charges apply at all times when Peak or Weekend call Charges do not apply.
- 8.7** The Customer hereby agrees to pay the Charges in full without any deduction or set off to Worldwide within 14 days following the date of invoice for such Charges by Direct Debit.

9. OBLIGATIONS OF THE CUSTOMER

9.1 The Customer undertakes with Worldwide that throughout the Wireless Service Period it will use its reasonable endeavours to:

- (a) Provide Worldwide with such information as Worldwide reasonably request in connection with this Agreement; and
- (b) not use the SIM Card and/or Devices and/or other Equipment and the Wireless Services for any purpose other than that for which it was designed or intended; and
- (c) Notify Worldwide immediately (and to confirm in writing) on becoming aware that any Device or SIM Card has been lost or stolen or that any person is making improper or illegal use of the Device, SIM Card or the Wireless Services. The Customer will be responsible for any Charges incurred as a result of unauthorised use of any Device, or SIM Card, or the information contained within a SIM Card, until Worldwide has received a request from the Customer to suspend the Wireless Services to that Device or SIM Card.
- 9.2** The Customer undertakes with Worldwide that throughout the Wireless Service Period it will and will take all reasonable steps to ensure that its employees will:
 - (a) Pay the standard charges levied by Worldwide from time to time applicable to repair work on Equipment which is outside (in scope or time) the warranty provided under this Agreement; and
 - (b) Use the Equipment and any Software (including any End-User Licensed Software) in accordance with any user guide or other reasonable instruction of any manufacturer or supplier of the same or reasonable instruction of Worldwide and not to copy, reverse engineer or modify the Software or the End-User Licensed Software in any way save as permitted by law.
 - (c) Not use the Service in any way to generate AIT;
 - (d) Not, without the prior written consent of Worldwide which may be withheld at Worldwide's absolute discretion, establish, install or use a GSM Gateway so that telecommunication services are provided via the GSM Gateway to third parties; and
 - (e) Not use the Wireless Services in a manner which is inconsistent with a reasonable customer's good faith use of the Wireless Services or the cellular telecommunications network;
 - (f) Not use the Wireless Services fraudulently or in connection with a criminal offence or for the purpose of sending unsolicited text messages or any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches any person's intellectual property rights or rights of privacy or is otherwise unlawful; and
 - (g) Not use the Wireless Services in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003.
- 9.3** The Customer may establish, install or use a GSM Gateway for its own private purposes only, provided that it adheres at all times to Worldwide's policies in respect of the use of private GSM Gateways.
- 9.4** The Customer agrees that it is procuring the SIM Cards, Equipment and Wireless Services solely for its own use and furthermore that it will not resell or otherwise act as any form of distributor in respect of the SIM Card, the Equipment, or the Wireless Services.
- 9.5** The Customer recognises that the Wireless Services may be dependent upon End-User Licensed Software and if the Customer does not accept the licence terms relating to any End-User Licensed Software, Worldwide shall have no liability whatsoever for any failure to provide the Wireless Services to the Customer where the Wireless Services depend on the use of End-User Licensed Software.
- 9.6** Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.
- 9.7** The terms of this Agreement shall also apply to any Orders placed by any Customer Affiliate. The Customer agrees that it will be liable to Worldwide for: all claims, losses and expenses arising out of the breach of the terms of this Agreement by any of its Affiliates (including but not limited to the non-payment by the Affiliate of Charges and Termination Fees, which the Customer agrees to pay in full within 30 days of notice from Worldwide of the amount outstanding) related to an Affiliate's use of the Wireless Services; ensuring that its Affiliates are aware of and comply with the terms of this Agreement; and, all losses, costs and expenses resulting from any claims against Worldwide made by any of its Affiliates or any other third party whom the Customer has permitted to use or procure the Equipment or the Wireless Services, to the extent that such claims exceed the financial caps and other limitations on liability as set out in this Agreement.

10. DURATIONS AND TERMINATION

10.1 This Agreement shall commence on the Commencement Date and shall continue for the Minimum Term and thereafter throughout the Wireless Service Period until the same is brought to an end by means of a Termination Notice.

10.2 A Termination Notice may be given by either party and the Agreement terminated forthwith if:

- (a) The other party is in material breach, and the breach is capable of remedy and the party in breach shall have failed to remedy the breach within thirty (30) days of written notice specifying the breach and requiring its remedy, or the breach is not capable of remedy; (for the avoidance of doubt, and without limitation, any breach of clauses 9.2.3, 9.2.4, 9.2.5, 9.2.6, 9.2.7, and 9.4 will be a material breach which is not capable of remedy); or
- (c) Bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation.

10.3 In addition to a party's right to terminate in accordance with clause 10.2 at any time during the Wireless Service Period:

- (a) The Customer may serve on Worldwide a Termination Notice on a minimum of sixty (60) days notice and the Customer shall be liable for any applicable Termination Fee; or
- (b) Worldwide may serve on the Customer a Termination Notice on a minimum of thirty (30) days notice and the Customer shall not be liable for any applicable Termination Fee.

10.4 Upon the expiry of any Termination Notice or otherwise upon the termination of this Agreement Worldwide will disconnect all SIM Cards, (and any other Equipment) from the Wireless Services and the Customer will pay to Worldwide any applicable Termination Fee.

10.5 This Agreement will automatically terminate upon the disconnection of the last SIM Card from the Wireless Services.

10.6 If this Agreement is terminated and the Customer wishes to transfer to another service provider, Worldwide will provide reasonable assistance to the Customer in respect of the transfer of the Customer's service in accordance with standard industry practice.

11. OWNERSHIP

11.1 Title to, and all intellectual property rights in the Software, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the Software or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to the Customer's use of that Software, associated documents and all parts thereof, directly against the Customer.

11.2 Except as expressly provided in this Agreement, nothing in this Agreement will be deemed to or require Worldwide to transfer, assign or license any intellectual property rights to the Customer.

11.3 The Customer will not be entitled to use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of Worldwide or any part of Worldwide so that any person might reasonably import a connection between those goods or services and Worldwide or any part of Worldwide. The Customer also agrees not to infringe any copyright, or registered or unregistered Trademark rights belonging to any third party in respect of any Device and/or other Equipment.

11.4 All information or materials supplied to Worldwide by the Customer in connection with the Agreement, together with the copyright therein, will remain the property of the Customer and will, if the Customer so requires, be returned to the Customer on termination of the Agreement.

11.5 Any Software supplied is provided on the terms of a non-exclusive, non-transferable licence and such Software is to be used for the sole purpose of operating the Equipment in order to be able to obtain the Wireless Services and/or any Value Added Wireless Services.

12. CONFIDENTIALITY

12.1 The parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with this Agreement (including for the avoidance of doubt details of the Customer's employees) which is reasonably identified by either party as commercially confidential or which is obviously confidential in nature and neither will divulge the same to any third party except such of its employees contractors and agents as may need to know the same for the purposes of the implementation of this Agreement and who agree to be bound by the provisions of this clause without the consent in writing of the other.

12.2 The obligations aforesaid shall not apply to any material or information which is in the public domain (other than as a result of a breach of this Agreement); or, already known to the receiving party; or, lawfully received from a third party and/or ordered to be disclosed by any court or other tribunal or regulatory authority of competent jurisdiction.

13. LIMITATION OF LIABILITY

13.1 Subject to clauses 13.3 and 13.4, neither party shall be liable to the other in respect of any matter arising out of or in connection with this Agreement in contract or tort or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill or any loss or corruption of data, or any indirect or consequential loss or damage whatsoever.

13.2 Subject to clauses 13.1, 13.3 and 13.4, Worldwide's aggregate liability of any sort resulting from Worldwide's negligence or otherwise arising in connection with this Agreement shall be limited in respect of all claims arising in each Year to the greater of:

- (a) The sum of £50,000; or
- (b) An amount equal to the Annual Agreement Value; where the "Annual Agreement Value" means: (i) the total Charges paid or payable by the Customer in the Year prior to the Year in which any claim arises; or (ii) where a claim arises during the first Year of this Agreement, the Charges paid or payable up to the date on which the Customer's right to take action in respect of the first claim made by the Customer in the first Year arose; and "Year" means the first, and each subsequent, consecutive period of 12 months of this Agreement commencing on the Commencement Date.

13.3 Nothing in this Agreement shall exclude or restrict the liability of either party for:

- (a) Death or personal injury resulting from that party's negligence;
- (b) For breach of any implied term as to title or quiet enjoyment arising out of section 12 Sale of Goods Act 1979; or
- (c) Fraud or fraudulent misrepresentation.

13.4 Nothing in this Agreement shall exclude or restrict the liability of either party in respect of any liability which cannot be excluded or restricted by law.

13.5 Subject to clauses 13.3 and 13.4, the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

13.6 Worldwide does not accept liability for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by Worldwide as subcontractors or assignees in respect of performing Worldwide's obligations under this Agreement.

14. MATTERS BEYOND THE PARTIES REASONABLE CONTROL

14.1 Neither party to this Agreement shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).

15. ASSIGNMENT

15.1 The Customer shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of Worldwide, such consent not to be unreasonably withheld or delayed.

15.2 Worldwide may assign or transfer the benefit of this Agreement to any third party and may subcontract the performance of all or part of the same.

16. ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement.

16.2 Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

17. INVALIDITY

17.1 If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In any such circumstances the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

18. WAIVER

18.1 The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

19. CHANGES TO THESE TERMS

19.1 It is the policy of Worldwide to continually review the charges it makes and the terms upon which it contracts with customers in order to maintain a competitive advantage over other providers of services similar to the Wireless Services and Worldwide accordingly reserves the right to vary its prices and these Terms from time to time.

19.2 In the event that Worldwide changes its prices and tariffs, such variations or changes will be communicated to the customer at least 28 days before any such changes take place and come into effect, and in the event that Worldwide changes the terms of this Agreement Worldwide will provide the Customer with 28 days notice of such change or, in either case, as much notice as is reasonably practicable where such change arises as a consequence of changes imposed by third party manufacturers or suppliers, or a regulatory body.

20. USE AND DISCLOSURE OF INFORMATION

20.1 Worldwide operates in accordance with the Data Protection Act 1998 as updated or amended from time to time. The Customer agrees that its details, or those of its users may be used by Worldwide for marketing purposes and to inform the Customer and its users from time to time about other Wireless Services or associated technologies. If the Customer or a user does not want its details, or, in the case of the Customer those details of its users to be used in this way then the Customer should contact the Client Relations Department by phone on 0844 241 2000 or by e-mail at clientrelations@worldwidegroup.co.uk or by Post at Worldwide Connect Limited, 31 Commerce Road, Peterborough Business Park, Lynchwood, Peterborough, PE2 6LR

21. EXPORT CONTROL

21.1 Delivery of the Equipment or the End-User Licensed Software to the Customer may be subject to export control law and regulations. Worldwide does not represent that any necessary approvals and licences have been obtained or will be granted.

21.2 The Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

21.3 In the event that the Customer procures Equipment, including xda Equipment or similar computer technology from Worldwide, the Customer agrees that in signing this Agreement the Customer accepts the terms of the following end-user undertaking; the Customer certifies that it will be the end-user of the Equipment and further certifies that it shall use the Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice Wireless Services in order to perform their every day contractual duties; that the Equipment will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Equipment, or any replica of them, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle activity; and agrees to sign a formal 'End-User Undertaking' in a format specified by the United Kingdom Department of Trade and Industry if requested to do so by Worldwide.

22. NO PARTNERSHIP

22.1 Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.

23. NOTICES

23.1 Any notice or other communication required or permitted under this Agreement to be given in writing to the address of the recipient stipulated herein or as notified from time to time and will be deemed to have been given or made when delivered personally if properly addressed and posted by first class mail in England within two business days of posting and/or if sent by facsimile upon being sent or if sent by e-mail or other electronic means upon such communication being acknowledged as having been received.

24. NO THIRD PARTY RIGHTS

24.1 Save as provided by the terms of this Agreement 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 by that Act.

25. OPERATIVE LAW

25.1 This Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English courts to which both parties hereby submit.

Additional Terms & Conditions applicable to the BlackBerry Service

1. THE CUSTOMER EXPRESSLY ACKNOWLEDGES THE FOLLOWING ADDITIONAL OBLIGATIONS IN RESPECT TO THE PROVISIONS OF THE BLACKBERRY SERVICE

1.1 The Customer shall be responsible for

(a) Procuring and commissioning the Server in accordance with the Server Specifications; and

(b) Installing the BES Software; and

(c) Provision of suitably qualified IT personnel who have a full working knowledge of the Customer's corporate e-mail system and firewalls; and

(d) Configuration of the BES Software for each BlackBerry Handheld device; and

(e) Ensuring that any of its staff who will provide First Line Support have received the training which Worldwide will organise upon the Customer's request in accordance with this Agreement; and

(f) Provision of First Line Support for BlackBerry Handheld device users; and

(g) Provision of any necessary training for BlackBerry Handheld device users; and

(h) integration of the Customer's email accounts with the BlackBerry Internet Solution, including but not limited to resolving any issues arising from the interface with the Customer's email internet service provider and/or Customer's IT infrastructure and policy.

1.2 The Customer recognises that if it uses software packages or applications other than those approved by O2 for use with a BlackBerry Handheld device or the Server, Worldwide shall have no liability whatsoever for any failure of the BlackBerry Service resulting from the use of such software packages or applications by the Customer.

1.3 The Customer agrees that it will deactivate any lost, stolen or replaced BlackBerry Handheld devices from the Server.

1.4 The Customer shall use the returns process as detailed by Worldwide to the Customer from time to time for returns of all damaged/faulty BlackBerry Handheld devices and/or other Equipment.

1.5 The Customer will take all reasonable steps to ensure that all its BlackBerry Handheld device users invoke password protection on their BlackBerry Handheld devices. Worldwide shall not be liable for any losses whatsoever or howsoever occurring as a result of a BlackBerry Handheld device user failing to invoke adequate password protection. The Customer should note, and inform its users, that text messages as well as emails are retained on a BlackBerry Handheld device even when it is turned off or the SIM Card is removed from it.

1.6 The Customer undertakes to comply with all statutory requirements in relation to the use of the BlackBerry Handheld devices and/or other Equipment and the Wireless Services. The Customer shall be responsible, as licensee of the End-User Licensed Software for any encryption of information between the Customer's BES Software and the BlackBerry Handheld devices. The Customer shall accept responsibility for the provision, when properly required, of unencrypted information to the relevant authorities in accordance with European regulations and United Kingdom legislation. In the event that changes in legislation impose a requirement on Worldwide to provide such unencrypted information, the Customer shall provide Worldwide, promptly or in accordance with any statutory timescales, with the unencrypted information in order for Worldwide to forward it to the relevant authority.

1.7 Worldwide reserves the right to upgrade and change the specification of the BlackBerry Internet Solution at any time. This may entail, but is not limited to, changes to the web interface, rules around the maximum number of days that data will be retained and mailbox capacity.

2. ADDITIONAL DEFINITIONS APPLICABLE TO THE BLACKBERRY SERVICE

BES Software: means the software known as the BlackBerry Enterprise Server Software and which, when installed on the Customer's Server of the required Server Specification, forms part of the End-User Licensed Software for the purposes of using the BlackBerry Service.

BlackBerry Handheld: means a specific Device the principle purpose of the design of which is for use with the BlackBerry Service or any other Device on which the BlackBerry software is installed for the purpose of using the BlackBerry Service.

BlackBerry Internet Mail and BlackBerry Internet Solution: means a specific Device the principle purpose of the design of which is for use with the BlackBerry Service or any other Device on which the BlackBerry software is installed for the purpose of using the BlackBerry Service.

BlackBerry Service: means the Wireless Service which enables the Customer to send and receive e-mails using a BlackBerry Handheld and in addition to use the BlackBerry Voice Service and / or the BlackBerry Internet Solution.

BlackBerry Customer Service Charter: means the service plan for BlackBerry as determined by Worldwide, which can be provided to the Customer by Worldwide on request and as updated from time to time.

BlackBerry Voice Service: means the service which enables voice calls to be made and / or received on their BlackBerry Handheld.

First Line Support: means the Customer's IT helpdesk which shall be the Customer's employees' first point of contact in the event that they have a query or problem with a BlackBerry Handheld or the BlackBerry Service.

Server: means the computer server provided by the Customer on which the BES Software will be installed and operate.

Server Specification: means the minimum specification of the Server which shall be available from Worldwide upon request.

SDSL Contract

1. DEFINITIONS

Affiliate: means any company which is an Associated Company of either party as the term Associated Company is defined under section 416 of the Income and Corporation Taxes Act 1988.

Bearer Upgrade: means an increase to the circuit speed of a Customer's Service.

Content: means information made available, displayed or transmitted in connection with the Service (including without limitation information made available by means of an HTML "hyperlink", third party posting or similar means) including all trademarks, service marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing.

Contract: means these Conditions, the Service Schedule, the Service Level Agreement (if applicable), the Purchase Order Form which in the case of conflict rank in the order of precedence above.

CRF: means the Customer Requirements Form, which details the Customer's requirements for the Service.

Customer: means the person named on the Purchase Order Form. Worldwide may accept instructions from another person who Worldwide reasonably believes is acting with the Customer's authority or knowledge.

Customer Website: means the Customer's website(s) on the World Wide Web.

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

Marks: means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services.

Minimum Period: means a 1, 2, 3 or 5 year term selected by the Customer on the Purchase Order Form. The Minimum Period commences from the Operational Service Date.

Operational Service Date: means the date when the Service is first made available to the Customer at a Site, or when a Customer first uses the Service, whichever is the earlier.

Purchase Order Form: means the form that specifies the information required for the Customer to order Service(s) pursuant to this Contract.

Party: means either Worldwide or the Customer;

Parties: means both Worldwide and the Customer.

Service: means the service or, where appropriate part of the service described in the Support Service Schedule of this contract.

Supplied Equipment: means equipment placed on a Site for the provision of the Service.

Support Service Schedule: means a schedule that is appended to this Contract that describes the Service.

Site: means a place at which Worldwide agrees to provide the Service.

Software: means any software provided by Worldwide 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 Worldwide for matters relating to the provision of the Service.

Third Party Information: means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, published or otherwise made available by the Customer by using the Service.

URL: means a uniform resource locator, which is the full address for a website on the World Wide Web.

User: means anyone who is properly permitted by the Customer to use or access the Service purchased by the Customer.

Working Day: means Monday to Friday, excluding UK Bank and Public Holidays.

Working Hours: means 0830hrs to 1730hrs, Monday to Friday, excluding UK Bank and Public Holidays.

Worldwide: means Worldwide Connect Ltd of 31 Commerce Road, Equinox, Peterborough Business Park, Lynchwood, Peterborough, PE2 6LR, registered in England No 4290183.

2. COMMENCEMENT AND DURATION OF THIS CONTRACT

This Contract begins on the date that the Purchase Order Form is signed by both parties and will continue for the Minimum Period until and unless terminated in accordance with this Contract.

3. PROVISION OF THE SERVICE

3.1 Worldwide will:

(a) Provide the Customer with the Service on the terms of this Contract;

(b) Use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates are estimates and Worldwide has no liability for any failure to meet any date, unless the Service Level Agreement says otherwise; and

(c) Provide the Service with the reasonable skill and care of a competent telecommunications service provider.

3.2 Worldwide will repair faults in accordance with the fault repair service detailed in the Support Service schedule.

3.3 Occasionally Worldwide may:

(a) For operational reasons change the technical specification of the Service and/or the codes or numbers used by Worldwide for the provision of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;

(b) Give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by Worldwide to the customer or any other customer; or

(c) Temporarily suspend the Service because of an emergency or to undertake maintenance or to implement improvements. Worldwide will use reasonable endeavors to keep the periods of temporary suspension to a minimum and will restore Service as soon as possible. Before doing any of these things, Worldwide will give the customer as much notice as possible in accordance with Clause 20 of this contract.

3.4 With the exception of the Supplied Equipment and the Software, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service.

4. SUPPLIED EQUIPMENT

4.1 Where Worldwide needs to supply & install equipment at a site to enable Worldwide to provide the Service the Customer will prior to installation:

(a) Prepare the site in accordance with Worldwide's reasonable instructions, if any;

(b) make available a suitable place and conditions for the supplied equipment; and

(c) Provide at no charge to Worldwide sufficient electricity to power the supplied equipment. After installation is completed it is the Customer's responsibility to restore the condition of the site, including any re-decorating that may be required.

4.2 The Customer is responsible for the Supplied Equipment and must not add to, modify or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by Worldwide) to do so. The Customer will be liable to Worldwide for any loss of or damage to the Supplied Equipment, except where such loss or damage is due to fair wear and tear or is caused by Worldwide, or anyone acting on Worldwide's behalf.

5. CONNECTION OF EQUIPMENT TO THE SERVICE

5.1 The Customer must ensure that any equipment connected to or used with the Service is connected and used in accordance with any applicable instructions, safety or security procedures.

5.2 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.

6. ACCESS AND SITE REGULATIONS

6.1 To enable Worldwide to carry out its obligations under this Contract the customer will provide Worldwide employees, and anyone acting on Worldwide's behalf, who produces a valid identity card, with access to any Site or any other premises outside Worldwide's control at all reasonable times. Worldwide or any one acting on behalf of Worldwide, will normally only require access during its Working Hours but may, on reasonable notice, require the Customer to provide access at other times. Worldwide may agree to work outside its Working Hours, but the Customer must pay Worldwide's additional charges for doing so.

6.2 Worldwide employees and anyone acting on Worldwide's behalf will observe the Customer's reasonable Site regulations (or regulations pertaining to the relevant premises) as previously advised in writing to Worldwide. In the event of any conflict between the Site (or relevant premises) regulations and this Contract, this Contract will prevail.

6.3 Worldwide and the Customer will meet each other's reasonable requirements for the safety of people on any Site (or relevant premises).

7. USE OF THIS SERVICE

7.1. The Customer may use the Service for its own purposes. Provided that:

- (a) The Customer complies with the terms of any communications legislation;
- (b) The Customer or any User does not use the Service to send any communication which is illegal including spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party; and
- (c) The Customer shall remain responsible for any access and use of the Service by its Users, all charges incurred and compliance with all terms and conditions by its Users under this Contract.

7.2 So far as may be permitted by relevant law or regulation, it is agreed that Worldwide will have no liability and the Customer will make no claim in respect of any matter arising from any use of the Service which is contrary to the provisions of clause 7.1 and/or Worldwide's specific instructions, such instructions to be provided in writing under the notice provisions of clause 20.

7.3 Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of Worldwide under this Contract are solely to the Customer and not to any third party, including any other User. To the extent permitted by law, and subject to the limitations of liability in clause 13, the Customer will indemnify Worldwide against any liabilities or costs arising from any and all claims by any third party in connection with the use of the Service.

8. INTERNET

8.1 The Service enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at the Customer's risk and subject to all applicable laws. Worldwide has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

9. INTELLECTUAL PROPERTY

9.1 Ownership of and all intellectual property rights in any Supplied Equipment, software, operating manuals and associated documentation, made available as part of the Service or otherwise generated by or for Worldwide in connection with this Contract, shall remain the property of Worldwide or its licensors. Worldwide will grant the Customer a personal, nontransferable and non-exclusive license to use and to permit its Users to use, in object code form, the Software and associated written and electronic documentation and data furnished by Worldwide pursuant to this Contract, solely as necessary for receipt of the Service and solely in accordance with this Contract and the applicable written and electronic documentation. The term of any license granted by Worldwide pursuant to this clause 9.1 is co-terminus with the Minimum Period for the Service with which the Software is associated.

9.2 The Customer must not, without Worldwide's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to Worldwide following termination of the Service or this Contract whichever takes place earliest, unless required under applicable law and/or regulation and unless the tangible material relating to the Software is required for the provision of the Service which is still being provided to the Customer at the time of termination of the Contract. The Customer must not take any steps to modify the Software, or reverse assemble, reverse compile (except as permitted by applicable law) or otherwise derive a source code version of the Software. The Software is and will remain the sole and exclusive property of Worldwide or its supplier.

10. INTELLECTUAL PROPERTY INDEMNITIES

10.1 Worldwide will defend, indemnify and hold the Customer harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of Worldwide's provision of the Service. As a condition of this indemnity the Customer must:

- (a) Notify Worldwide promptly in writing of any allegation of infringement;
- (b) Make no admission relating to infringement;
- (c) Allow Worldwide to conduct all negotiations and proceedings and give Worldwide all reasonable assistance in doing so (Worldwide will pay the Customer's reasonable expenses for such assistance); and
- (d) Allow Worldwide to modify or replace the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification or replacement does not materially affect the performance of the Service.

10.2 If the Service becomes, or Worldwide believes it is likely to become, the subject of an allegation or claim for infringement of any intellectual property rights as referred to in clause 10.1, Worldwide, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service, as set forth in clause 10.1(d), so that it is no longer infringing. If neither of those remedies is available to Worldwide on reasonable terms, Worldwide may so notify the Customer and terminate such infringing Service without penalty to either Party.

10.3 The indemnity and remedies in clauses 10.1 and 10.2 are the exclusive remedies for claims of infringement and do not apply to claims for infringements related to the Customer's or User's Content in connection with the Service, the use of the Service in conjunction with other equipment, software or services not supplied by Worldwide or to infringements occasioned by work done by Worldwide in accordance with directions or specifications given by the Customer or designs made by, or on behalf of, the Customer, including any part of the Service designed to the Customer's specifications. The Customer will indemnify and hold Worldwide harmless against all claims, proceedings and expenses arising from such infringements and will immediately cease any activity which gives rise to the alleged infringement.

10.4 The limitations and exclusions of liability contained in clause 13, do not apply to this clause 10.

11. CONFIDENTIALITY

11.1 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, or in the case of Worldwide the employees of Worldwide who need to know the information) without the written consent of the other party.

11.2 This clause 11 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. The disclosing party shall notify the other in writing of such disclosure.

11.3 This clause 11 will remain in effect for 2 years after the termination of this contract.

12. CHARGES AND DEPOSITS

12.1 The charges for the Service are fixed for the Minimum Period and will be calculated in accordance with the charging information attached to the Purchase Order Form. Charging will begin on the Operational Service Date and recurring charges will be payable monthly in advance. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of, Worldwide. Value Added Tax will be added to Worldwide's invoices as appropriate. **12.2** The Customer will pay the charges within 14 days of the date of Worldwide's invoice by Direct Debit. Worldwide may charge daily interest on late payments at a rate equal to 2% per annum above the base-lending rate of HSBC Bank plc.

12.3 The Customer acknowledges that the Customer may be subject to Worldwide's credit vetting procedures.

13. LIMITATION OF LIABILITY

13.1 Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

13.2 Subject to clause 13.1, neither Party shall be liable to the other or to any third party, (whether in contract, tort, under statute or otherwise (including in each case negligence) for any of the following types of loss or damage arising under or in relation to this Contract or any part of it:

- (a) Any loss of profits, business contracts, anticipated savings, goodwill, or revenue, and/or
- (b) Any loss or corruption or destruction of data; and/or
- (c) Any special, indirect or consequential loss or damage whatsoever, whether or not that Party was advised in advance of the possibility of such loss or damage.

13.3 Worldwide's liability to the Customer for failure to provide the Service in accordance with the Service Schedule shall be limited to the amounts payable to the Customer as set out in the Support Service Schedule.

14. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY

14.1 Neither Party shall be liable for performance of its obligations if the Parties can establish that performance has been prevented by Force Majeure hereinafter defined, which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party ("Force Majeure Event").

14.2 In the event of:

- (a) A refusal or delay by a third person to supply a telecommunications service to Worldwide and where there is no alternative service available at reasonable cost; or
- (b) Worldwide being prevented by restrictions of a legal or regulatory nature from supplying the Service. Worldwide will have no liability to the Customer for failure to supply the Service.

14.3 If any of the events detailed in clauses 14.1. & 14.2. continue for more than 30 (thirty) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

15. TERMINATION OF THIS CONTRACT BY NOTICE

15.1 The Customer may terminate this Contract on 60 days notice, in writing, to Worldwide.

15.2 Worldwide may terminate this Contract at 60 days notice, in writing, to the Customer.

15.3 A Customer terminating this Contract before its Minimum Period has expired must pay Worldwide:

- (a) Any outstanding Connection Charges; and
- (b) The complete rental for the remainder of the first year, if the termination is during the first year of the minimum period; and
- (c) Twenty percent of the rental for the remainder of the Minimum Period after the first year of the Minimum Period has expired.

16. BREACHES OF THIS CONTRACT

16.1 Either party may terminate this contract immediately on 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
- (d) Is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their 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.

16.2 If Worldwide is entitled to terminate this Contract under clause 16.1, Worldwide may, on giving prior notice where practicable suspend the Service without prejudice of such termination rights. Where the Service is suspended under this clause, the Customer must pay the charges for the Service until this Contract is terminated.

16.3 If this Contract is terminated by Worldwide because of an event specified in clause 16.1, the Customer must pay Worldwide the termination charges due, if any, for the remaining part of the Minimum Period in accordance with clause 15.3.

16.4 If this Contract is terminated by the Customer because of an event specified in clause 16.1, the Customer will only be liable to pay Worldwide the termination charges due under Clause 15.3a, if any.

17. CHANGES TO THIS CONTRACT

This Contract or any part of it, will not be amended, modified or supplemented except by a document in writing signed by authorised representatives of both Parties.

18. EXPORT CONTROL

The Parties acknowledge that the Service (including, but not limited to, Software, technical assistance and training) provided under this Contract may be subject to export laws and regulations of the USA and other countries, and any use or transfer of the Service must be in compliance with all applicable regulations. The Parties will not use, distribute, transfer, or transmit the Service (even if incorporated into other products) except in compliance with all applicable export regulations. If requested by either Party, the other Party also agrees to sign written assurances and other export related documents as may be required to comply with all applicable export regulations.

19. TRANSFER OF RIGHTS AND OBLIGATIONS

19.1 Either Party reserves the right to assign all or part of the Contract at any time to any Affiliate which can sufficiently execute the obligations under the Contract, subject to providing the other Party with prior written notice of such assignment. Any other assignment requires the prior written agreement of the other Party, which shall not be unreasonably withheld.

19.2 This Contract will be binding on, and enure to the benefit of, the Parties and their successors and permitted assigns.

19.3 Worldwide may subcontract the performance of any of its obligations under this Contract, but without relieving Worldwide from any of its obligations to the Customer. The Customer agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Service.

20. NOTICES

All notices given under this contract shall be in writing, unless the Parties agree, and shall be sent by prepaid post or e-mail of to the address below, or to any other address of addressee either Party has given to the other for that purpose.

To Worldwide:

(a) Post: Worldwide Group, 31 Commerce Road, Equinox, Lynchwood, Peterborough Business Park, Peterborough, PE2 6LR;

(b) E-mail: clientrelations@worldwidegroup.co.uk

To the Customer:

At the address to which the Customer asks Worldwide to send the bills, the address of the Customers premises, or if the Customer is a limited company it's registered office.

21. LAW AND JURISDICTION

21.1 This Contract is governed by the law of England and both parties submit to the jurisdiction of the English Courts.

22. MISCELLANEOUS PROVISIONS

Entire Agreement: This Contract supersedes all prior oral or written understanding between the Parties, constitutes the entire agreement with respect to its subject matter and shall not be modified or amended except in writing and signed by authorised representatives of both Parties.

Inducement: The Parties acknowledge and agree that they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into this Contract.

No Waiver: Except as otherwise specifically provided in this Contract, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Contract will operate as a waiver of any right, power or privilege.

Severance: If any provision of the Contract is held to be invalid or unenforceable, it will be severed from the Contract, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.

Survival of Obligations: The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

Rights of Third Parties: Other than any Affiliate of Worldwide (who shall each have the right to enforce the terms of this Contract), a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Data Protection: Each Party will strictly comply with the Data Protection Act 1998 (as amended from time to time) and any other applicable laws and regulations.

Capacity: Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under the terms of this Contract.

Customer Satisfaction Surveys: Each Party agrees to co-operate with the reasonable requirements of the other Party in relation to Customer satisfaction surveys organized by or on behalf of that Party.

Maintenance Contract

1. DEFINITIONS

The Equipment: means the equipment specified overleaf.

The Customer: means the person, Company or body he represents.

The Company: Means Worldwide Connect Limited.

2. AMENDMENTS

2.1 No representative or agent of the Company has any authority to agree any terms or make any representations inconsistent with any of these Terms and Conditions or enter into any contract except on the basis of them. Any such term, representation or contract will only bind the Company if in writing and signed by a director of the Company.

3. TERM

3.1 This Agreement shall start on the commencement date specified overleaf and shall continue for the term specified overleaf and thereafter from year to year (each year starting at the anniversary of the commencement date) until terminated by notice in writing by either party to other party, such notice to be a minimum of 42 days and expiring at the end of any annual maintenance period. When notice is given by either party, it will be deemed to be received within a week of being posted by recorded delivery to the last known address of the party to whom it is given.

4. PAYMENT AND CHARGES

4.1 The Annual Maintenance charge for the first year will be the amount shown overleaf. For each subsequent year this Agreement continues, the annual maintenance charge will be fixed according to the Company's current charges at the start of that year. The maintenance charge will be adjusted by a rate of not more than 12% in any one calendar year.

4.2 The Annual Maintenance Charge for each year during which this Agreement continues shall be paid before the anniversary of the commencement date together with any applicable VAT or other Tax. The Company reserves the right to withhold service under this Agreement if the annual charge payable should be in arrears.

4.3 If you are paying your Annual Maintenance Charge in instalments and your bank has advised us that you have cancelled your direct debit, we will contact you for payment. If we do not receive payment we may cancel your policy. Cancelling your Direct Debit does not mean that you have cancelled the policy.

4.4 If you have made a claim or one has been made against you in the current period of insurance then the balance of the year's premium shall become payable.

5. MAINTENANCE AND REPAIR

5.1 During the period of this Agreement, in consideration of the Maintenance Charge, the Company shall provide a Maintenance Engineer to carry out, free of any charge, during normal business hours any maintenance of and repairs and replacements to the equipment (including the provision of any necessary materials and spare parts) that may be reasonably requested by the customer and are necessary as a result of fair wear and tear arising from the proper operation of the equipment.

5.2 Any maintenance, repairs or replacement or customer visits necessary as a result of causes other than fair wear and tear arising from the proper operation of the equipment or communications network may be carried out by the Company but at the Customers expense at the Company's current charges.

5.3 All maintenance, repairs or replacements may be carried out at the premises where the equipment is installed or elsewhere at the option of the Company.

5.4 The Maintenance Service provided by the Company, will include cabling only when the cabling has been installed by the Company or an authorised installer.

6. ALTERATIONS TO EQUIPMENT AND EXTENSION WIRING

6.1 All alterations to apparatus and extensions to wiring (including removal and re-installation to a new site) shall be carried out by the Company or by an installer authorised by the Company in writing, or by another Party if the Company is unable to carry out the work within 30 days of the customer's written request.

6.2 The Company may adjust the annual Maintenance Charge if the Equipment is altered. In this event the Customer shall sign a supplementary Contact to include the new equipment.

7. THE CUSTOMER'S RESPONSIBILITIES AND LIABILITIES

7.1 The customer must notify the Company, as soon as possible of any fault in the equipment or of any work or maintenance that may be necessary. Failure or delay to report faults, that create further damage to the equipment, may result in the Company charging the customer for repair, in accordance with the Company's Current Charges.

7.2 The Customer must not allow the Equipment to be moved, interfered with or tampered with and shall at all times follow the advice given by the Company on the use and care of the Equipment. Failure to do this, may result in the Company, charging the Customer for the repair, in accordance with the Company's Current Charges.

7.3 The Customer must not allow the Equipment to be moved, interfered with or tampered with and shall at all times follow the advice given by the Company on the use and care of the Equipment. Failure to do this, may result in the Company, charging the Customer for the repair, in accordance with the Company's Current Charges.

7.4 The customer at his expense shall comply with all statutory requirements, bye-laws, regulations, recommendations or instructions relating to the use or testing of the Equipment. The Company shall obtain and pay for any such licences, way-leaves, suitable private wires, jack sockets or any other items necessary for the operation of the Equipment. Suitable electric supplies where needed shall be provided and maintained by the customer at his expense.

7.5 If the Equipment is maintained, repaired or altered by someone who is not authorised by the Company, this Agreement may be cancelled with immediate effect by giving the customer written notice and may retain the Annual Maintenance Charge.

7.6 If the customer fails to make any payment due within 14 days in respect of the charges incurred by the provision of the Agreement or fails to observe any other provision of this Agreement, the Company shall be entitled to suspend all services until payment is made in full and shall further be entitled to terminate the Agreement with immediate effect by giving the customer written notice and may retain the annual maintenance charge.

7.7 The customer shall maintain an environment suitable to support efficient operation of the Equipment.

8. LIMITATION OF LIABILITY

8.1 The Company will indemnify the customer:

(a) (Where the United Kingdom Unfair Contract Terms 1977 applies to this Agreement) against liability for personal injury or death directly attributable to the negligence of the Company and

(b) Against physical damage (but no loss of any data) caused to the customers tangible property directly arising from the negligence of the Company in connection with the Company's maintenance of the Equipment.

8.2 The Company's total liability to the customer under this condition (condition 8), shall not exceed ten times the Annual Maintenance Charge for one or more related claims arising in any one twelve month period.

8.3 The Company shall in no circumstances be liable in for any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply service and or the network providers Equipment and or Host PBX Systems.

8.4 Subject to the provisions of this condition 8, the Company shall not be liable to the customer for any loss, expense or damage of any kind (direct, indirect or consequential and whether arising from negligence or otherwise) in connection with the Company's maintenance of the Equipment or otherwise.

8.5 The customer must insure the Equipment in respect of all risks relating to the maintenance of the Equipment not covered by the indemnity under this condition (condition 8).

9. GENERAL

English Law: This Agreement shall in all respects be governed by English Law.

Construction: The construction of this Agreement is not affected by any heading. Reference to the plural shall include the singular and vice-versa.

Entire Agreement: This Agreement is the whole contract between the customer and the Company and the only conditions are those set out in the Agreement.

Waiver:

(a) If the Company does not enforce any of the Company's rights under this Agreement, it shall not constitute or be deemed a waiver or forfeiture of such rights.

(b) Any express or implied waiver by the Company of any term or condition of this Agreement or of any breach or default by the customer may be terminated by the Company at any time. No such waiver shall constitute a continuing waiver nor shall it prevent the Company from acting upon that or any subsequent breach or default or from enforcing any term or condition of this agreement.

Force Majeure: The Company will not be liable for any loss or damage caused by circumstances beyond the Company's control.

Assignment and Transfer: The customer's may not transfer the benefit of this Agreement or any of the Customer's duties under it without the written permission of the Company.

Support Contract

1. DEFINITIONS

The Equipment: means the equipment specified overleaf.

The Customer: means the person, Company or body he represents.

The Company: Means Worldwide Connect Limited.

2. AMENDMENTS

2.1 No representative or agent of the Company has any authority to agree any terms or make any representations inconsistent with any of these Terms and Conditions or enter into any contract except on the basis of them. Any such term, representation or contract will only bind the Company if in writing and signed by a director of the Company.

3. TERM

3.1 This Agreement shall start on the commencement date specified overleaf and shall continue for the term specified overleaf and thereafter from year to year (each year starting at the anniversary of the commencement date) until terminated by notice in writing by either party to other party, such notice to be a minimum of 42 days and expiring at the end of any annual support period. When notice is given by either party, it will be deemed to be received within a week of being posted by recorded delivery to the last known address of the party to whom it is given.

4. PAYMENT AND CHARGES

4.1 The Annual Support charge for the first year will be the amount shown overleaf. For each subsequent year this Agreement continues, the annual support charge will be fixed according to the Company's current charges at the start of that year. The support charge will be adjusted by a rate of not more than 12% in any one calendar year.

4.2 The Annual Support Charge for each year during which this Agreement continues shall be paid before the anniversary of the commencement date together with any applicable VAT or other Tax. The Company reserves the right to withhold service under this Agreement if the annual charge payable should be in arrears.

4.3 If you are paying your Annual Maintenance Charge in installments and your bank has advised us that you have cancelled your direct debit, we will contact you for payment. If we do not receive payment we may cancel your policy. Cancelling your Direct Debit does not mean that you have cancelled the policy.

4.4 If you have made a claim or one has been made against you in the current period of insurance then the balance of the year's premium shall become payable.

5. SUPPORT AND SERVICE

5.1 During the period of this Agreement, in consideration of the Support Charge, the Company shall provide a Support Engineer to carry out, free of any charge, during normal business hours, any support for the investigation and time required whilst repairs and replacements to the equipment (including the provision of any necessary materials and spare parts) that may be reasonably requested by the customer and are necessary.

5.2 All parts are to be repaired or replaced at the expense of the customer.

5.3 Any customer visits necessary as a result of causes other than fair wear and tear arising from the proper operation of the equipment or communications network may be carried out by the Company but at the Customers expense at the Company's current charges.

5.4 All repairs or replacements may be carried out at the premises where the equipment is installed or elsewhere at the option of the Company.

5.5 The Support Service provided by the Company will not include cabling.

6. ALTERATIONS TO EQUIPMENT AND EXTENSION WIRING

6.1 All alterations to apparatus and extensions to wiring (including removal and re-installation to a new site) shall be carried out by the Company or by an installer authorised by the Company in writing, or by another Party if the Company is unable to carry out the work within 30 days of the customer's written request.

6.2 The Company may adjust the annual Support Charge if the Equipment is altered. In this event the Customer shall sign a supplementary Contact to include the new equipment.

7. THE CUSTOMER'S RESPONSIBILITIES AND LIABILITIES

7.1 The customer must notify the Company, as soon as possible of any fault in the equipment or of any work or support that may be necessary. Failure or delay to report faults, that create further damage to the equipment, may result in additional charges to the customer for support, in accordance with the Company's Current Charges.

7.2 The Customer must not allow the Equipment to be moved, interfered with or tampered with and shall at all times follow the advice given by the Company on the use and care of the Equipment. Failure to do so, may result in the Company, charging the Customer for the support, in accordance with the Company's Current Charges.

7.3 The Customer shall give the Company and its representatives access to the Equipment and shall at the Customers expense make available mains electric supply and any other facilities and co-operation as may be necessary for the proper and prompt support of the Equipment under this Agreement.

7.4 The customer at his expense shall comply with all statutory requirements, bye-laws, regulations, recommendations or instructions relating to the use or testing of the Equipment. The Company shall obtain and pay for any such licences, way-leaves, suitable private wires, jack sockets or any other items necessary for the operation of the Equipment. Suitable electric supplies where needed shall be provided and maintained by the customer at its expense.

7.5 If the Equipment is supported, repaired or altered by someone who is not authorised by the Company, this Agreement may be cancelled with immediate effect by giving the customer written notice and may retain the Annual Support Charge.

7.6 If the customer fails to make any payment due within 14 days in respect of the charges incurred by the provision of the Agreement or fails to observe any other provision of this Agreement, the Company shall be entitled to suspend all services until payment is made in full and shall further be entitled to terminate the Agreement with immediate effect by giving the customer written notice and may retain the annual support charge.

7.7 The customer shall maintain an environment suitable to support efficient operation of the Equipment.

8. LIMITATION OF LIABILITY

8.1 The Company will indemnify the customer:

(a) (Where the United Kingdom Unfair Contract Terms 1977 applies to this Agreement) against liability for personal injury or death directly attributable to the negligence of the Company and

(b) Against physical damage (but no loss of any data) caused to the customers tangible property directly arising from the negligence of the Company in connection with the Company's support of the Equipment.

8.2 The Company's total liability to the customer under this condition (condition 8), shall not exceed ten times the Annual Support Charge for one or more related claims arising in any one twelve month period.

8.3 The Company shall in no circumstances be liable in for any failure or defective working of the Equipment due to any fault, failure or change in the electricity supply service and or the network providers Equipment and or Host PBX Systems.

8.4 Subject to the provisions of this condition 8, the Company shall not be liable to the customer for any loss, expense or damage of any kind (direct, indirect or consequential and whether arising from negligence or otherwise) in connection with the Company's support of the Equipment or otherwise.

8.5 The customer must insure the Equipment in respect of all risks relating to the maintenance of the Equipment not covered by the indemnity under this condition (condition 8).

9. GENERAL

English Law: This Agreement shall in all respects be governed by English Law.

Construction: The construction of this Agreement is not affected by any heading. Reference to the plural shall include the singular and vice-versa.

Entire Agreement: This Agreement is the whole contract between the customer and the Company and the only conditions are those set out in the Agreement.

Waiver:

(a) The Company does not enforce any of the Company's rights under this Agreement; it shall not constitute or be deemed a waiver or forfeiture of such rights.

(b) Any express or implied waiver by the Company of any term or condition of this Agreement or of any breach or default by the customer may be terminated by the Company at any time. No such waiver shall constitute a continuing waiver nor shall it prevent the Company from acting upon that or any subsequent breach or default or from enforcing any term or condition of this agreement.

Force Majeure: The Company will not be liable for any loss or damage caused by circumstances beyond the Company's control.

Assignment and Transfer: The customer's may not transfer the benefit of this Agreement or any of the Customer's duties under it without the written permission of the Company.

Hardware Contract

1. DEFINITIONS

The Seller: means Worldwide Connect Ltd trading as Worldwide Connect Limited or any of its subsidiaries.

The Buyer: means the person, company, firm or an authorized agent by whom the Goods are purchased.

The Goods: means the goods, services or other items which form the subject of the contract or contracts to which these Conditions apply together also with such necessary works of connection or installation as may be required by the Buyer to be carried out by the Seller.

- 1.1 Save insofar as otherwise expressly agreed in writing by a director of the Seller, every sale by the Seller to the Buyer shall be subject to these Conditions, and exclude any other expressed, implied or tacit terms which may arise.
- 1.2 Save as provided herein, these conditions may not be varied or waived or any representations or warranties be made in respect of the Goods.
- 1.3 The Seller's quotations do not constitute an offer. Orders placed with the Seller shall not be binding on the Seller or deemed accepted by the Seller, unless and until the Seller accepted the order.
- 1.4 The Buyer and the Seller shall be liable and entitled under this Contract as principals save that the Seller shall have the option of enforcing this Contract against any principal of the Buyer
- 1.5 The Seller shall incur no liability to the Buyer under this contract whenever and to the extent to which fulfilment of the Sellers obligations is frustrated impeded or prevented as a consequence of conforming to any existing legislation.
- 1.6 It is an express term of this Contract that the possession and/or use of certain Goods may not conform to existing legislation and the Seller has no liability howsoever arising to the Buyer relating to the said possession and/or use of said Goods.

2. DESCRIPTION OF GOODS

2.1 Except as otherwise agreed in these Conditions, all drawings, designs, descriptive matter, samples, weights, dimensions, specifications, capacities, brochures, catalogues price lists and advertising matter are published or issued for the sole purpose of giving an approximate idea of the Goods described therein and no information contained in any of these artefacts or in any other document whatever shall form part of the contractual description of the Goods. Should the originally proposed goods not be available, alternatives will be discussed and agreed with the Buyer before any substitutions/alternatives are supplied.

3. DELIVERY

3.1 Unless otherwise agreed by the Seller in writing:

(a) Delivery of the Goods shall take place at the Buyers premises as specified in the contract of sale.

(b) It is the express responsibility of the Buyer to inspect all Goods immediately upon their delivery. The Seller shall not be liable in respect of any damage in transit to or non-delivery of Goods howsoever caused (including negligence) unless notice in writing is given to the carrier and to the Seller (within the period specified in the contract of carriage) or within three working days of the date when the Goods were received or would in the ordinary course of events have been received whichever is the earlier.

3.2 Quoted delivery dates are intended as an approximate guide the Seller gives no undertaking that they can or will be complied with. The Seller undertakes to do everything in its power to ensure that the Goods are delivered in the time quoted.

3.3 The Buyer undertakes that (where appropriate) it will, at its own cost, do all things necessary to enable the Seller to manufacture, finish, deliver and/or install the goods including but not limited to the following:

- (a) The provision of all necessary drawings or design information.
- (b) The provision of letters of credit and any other necessary payment documents.
- (c) The obtaining of any licence permission or consent (including import and export licences) of any Government authority.
- (d) The payment of all import or other duties, licence fees, or levies and the Seller shall not be liable for any loss or damage arising from any failure of the Buyer to do any such thing.

4. FORCE MAJEURE

4.1 The Seller shall be released from its obligations hereunder to the extent that the performance of those obligations is delayed, hindered or prevented by any circumstances beyond the Seller's control including but not limited to, strikes lockouts or other industrial action or the reasonable apprehension thereof, civil disturbance, war, the Queens enemies, act of God, fire, explosion, storm, lightning strike, flood and tempest.

4.2 If performance of the contract shall be wholly or partially suspended pursuant to sub-clause 4.1 and/or 4.2 of this Condition for any continuous period exceeding 180 days either party may cancel the contract by notice in writing to the other, without prejudice to any rights which may have accrued before such cancellation.

4.3 If delivery shall be delayed or wholly or partially suspended by reason of any breach of contract of these Conditions by the Buyer or the Seller may (without prejudice to any other rights conferred upon him in any such event by the contract or by law) require the Buyer to procure any further or additional document or licence to procure to be amended any document or licence (including any letter of credit or other payment document) to such extent as may be necessary to enable the Seller to deliver and install the Goods and to obtain payment therefore under such letter of credit or payment document and the Buyer shall comply with such requirement at the cost of the Buyer.

5. PRICE

5.1 Unless otherwise agreed in writing by the Seller all prices quoted are net and are exclusive of VAT.

5.2 All payments shall be made in Sterling.

5.3 Unless otherwise agreed by the Seller in writing, the Goods shall be payable by the Buyer within seven working days after receipt by the Buyer of the Seller's invoice.

5.4 Interest shall be charged by the Seller at 3% over the Base Rate, as stipulated and amended periodically by Halifax Bank of Scotland, on all sums overdue for payment, both before and after the date of an relevant court judgment in favour of the Seller, at the discretion of the Seller.

5.5 The Buyer shall settle the price of the Goods (including any increased once pursuant to Condition 5 hereof) without any deduction by way of set-off, counterclaim or other method of reducing the settlement value.

6. PAYMENT

6.1 The Buyer shall place a deposit against the total invoice of 50%.

6.2 No goods will be delivered or work commenced until deposit is received.

6.3 Upon delivery and commission of the equipment and works a further 40% of the balance will be due and payable to the Seller.

6.4 Upon completion a final payment of 10% will be due and payable to the Seller within ten working days, such time allocated to resolve any query, programming request or final operational adjustment of the goods.

6.5 After the ten day period post install any additional works will be considered chargeable at the standard rate set by the Seller.

7. DAMAGE OR DEFECTS

7.1 The Seller shall at its own cost and expense, repair and/or replace at its discretion, the whole or any part of the Goods which are defective in consequence of defects in materials or in the Seller's workmanship but subject to the following conditions:

(a) In respect of any alleged defect which would be apparent to the Buyer and/or apparent to Buyer by means of reasonable inspection, the Buyer must give notice in writing of such defect to the Seller, within three working days of delivery.

(b) In respect of any alleged defect not apparent on reasonable inspection, the Buyer must give written notice of such defect to the Seller within three working days of the alleged defect detected or brought to the attention of the Buyer. Generally and in any event notice of complaint must be given to the Seller by the Buyer within twelve months of delivery.

(c) In all cases the Seller must be given a reasonable opportunity by the Buyer following notice of complaint of examining the Goods to verify the existence and nature of said defects.

(d) The Goods alleged to be defective are upon the request of the Seller to be immediately returned to the Seller's premises or such other place as the Seller may nominate.

(e) The Seller shall not be liable for any defects in the Goods arising from or in consequence of the manner in which they are assembled, erected or maintained or from any alteration, adaptation or repair of the Goods carried out otherwise than by the Seller or from the manner in or conditions under which the Goods are stored.

7.2 Where the Goods or any part thereof are not manufactured by the Seller, the Seller may assign to the Buyer, upon request of the Buyer of cession or assignment of such rights (if any) in respect of any alleged defect held by the Seller against any third parties. Such assignment or cession shall be in full settlement of any claims the Buyer may have against the Seller in respect of or arising in consequence of such defect.

7.3 The Seller's acknowledged liability is limited to repair and replacement of the Goods.

7.4 All such rights, as may be conferred to the Buyer under the terms expressed here, are subject to the Buyer using the Goods fully in accordance with the manufacturer's own conditions of use. In the event of the manufacturers seals or other marks of delineation are broken or the Goods have been misused by the Buyer, then the guarantee and or warranties hereby conferred on the Buyer are deemed to be null and void.

8. SELLER'S LIEN

8.1 The Seller shall have the right to repossess all the supplied goods should payment from the Buyer not be forthcoming in terms of the conditions specified herein.

9. WORLDWIDE STAFF CONDITIONS OF REFERRAL

9.1 The following terms & conditions apply to the recruitment of seller's staff by the buyer:

(a) The buyer may not approach any member of the seller's staff, whether contract or full time employee, introduced to the buyer by the seller without the prior permission of the seller with regard to any form of further direct employment by the buyer, whether on a contract or permanent basis.

(b) In the event that the buyer wishes to employ a member of staff introduced to them, whatsoever the circumstance, by the seller a fee shall be payable by the buyer to the seller.

(c) In the event that a prior agreement has not been reached with regards to clauses (1) & (2) of this section a standard fee of 30% of first years basic salary payable to the member of staff by the buyer shall be payable to the seller by way of a recruitment fee.

(d) In the event that the buyer wishes to employ a contract employee, introduced to the buyer by the seller, a fee equivalent to two months of the current contracts full value shall be payable unless agreed otherwise in advance, in writing, by the seller.

(e) The above clause relates to all individuals, regardless of their capacity within the sellers organisation, which are referred or introduced directly to the buyer by the seller, whatever the circumstances of that referral. The terms apply to any individual seeking, or being offered, employment by the buyer within eighteen months of their last employment by the seller, whether as a contractor or full time employee.

10. TERMINATION OR CANCELLATION

10.1 In the event of:

(a) Any distress, execution or other legal process being levied upon any of the Buyer's assets, or

(b) The Buyer entering into any arrangement or composition with its creditors or committing any act of bankruptcy or (being a corporation) an order being made or an effective resolution being penned for its winding up (except for the purpose of amalgamation or reconstruction while solvent or if a Receiver being appointed in respect of the whole or any part of its undertaking or assets or full non-payment by the Buyer of any monies due from it to the Seller, the Seller shall be entitled to suspend all or any future deliveries under this or any other contract and on written notice to cancel the undelivered portion of this or any contract between the Buyer and the Seller.

10.2 The Seller shall be entitled to recover as damages from the Buyer the following:

(a) The value of any work completed or Goods manufactured at the date of determination; and

(b) The value of any work begun or Goods begun to be manufactured but not completed at the date of termination including the cost of materials, labour and overheads in connection therewith.

11. RETENTION OF TITLE

11.1 The risk of the Goods supplied to the Buyer shall pass to the Buyer upon delivery.

11.2 Until payment in full (inclusive of VAT) has been received by the Seller for the Goods and for all other outstanding amounts whatsoever, whether under this contract or otherwise:

(a) The ownership of the Goods shall remain with the Seller and the Buyer shall be entitled to possession thereof only on the terms expressed herewith and shall hold the Goods in a fiduciary capacity.

(b) The Buyer shall keep and store the Goods separately and in such a manner as to enable them to be identified as the Seller's property and shall keep them in the condition in which it was received and shall maintain full insurance in respect thereof on the Seller's behalf, for an amount which is not less than the price owing to the Seller therefore and all the proceeds of such insurance shall be held on trust for the Seller;

(c) each of the above sub-paragraphs shall be construed independently of and shall be in no way limited by reference to any other sub-paragraph and if any of the above provisions are held to be invalid for any reason that would be valid if part of the wording in the same or other sub-clause was deleted or modified then such provision shall apply with such modification as may be necessary to make it valid and enforceable.

12. THIRD PARTY PERFORMANCE

12.1 It is expressly agreed that in the event the Seller is prohibited from completing its obligations due to non-performance by a 3rd party, the Buyer will be responsible for payment of such works that the Seller is able to reasonably complete.

13. NOTICES/ (DOMICILIUM ET CITANDI)

13.1 Any notice required to be given or served hereunder shall be in writing and may be given or served either by leaving the same or sending the same by first-class post in a pre-paid envelope addressed in the case of a notice to be given to or served on the Buyer at the address of the Buyer on the contract or invoice and in the case of the Seller at its registered office for the time being and a notice so given or served shall be deemed to have been given or served on the day it was so left or on the day following that on which it was posted (as the case may be).

14. ASSOCIATED COMPANY

Associated Company: shall mean any holding company of the Buyer or the Seller or subsidiary of such holding company of the Buyer or the Seller within the meaning of Section 154 of the Companies Act 1948.

15. PROPER LAW

15.1 The common and statutory law of England and Wales shall govern this contract and the parties thereto and any dispute hereunder shall be subject to the jurisdiction of the English Courts.