

1. DEFINITIONS

These Specific Terms and Conditions of Supply are to be read in conjunction with our General Terms and Conditions of Supply. All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Supply unless specified below in which case they will have the meaning specified below;

"Customer Order Form" means the order form for the supply by the Company of the Equipment and/or Services, completed by, or in accordance with an order from, the Customer;

"Minimum Cancellation Notice Period" means the minimum period of notice that a Customer must give the Company to terminate a specific Service or this Agreement, as set out in Clause 8;

"Private WAN Circuit" or **"Private WAN Leased Lines Service"** means the point to point circuit service described in the Company's literature at the date of completion of the Customer Order Form;

"Leased Line" means the Telecommunications Circuit as described at <http://www.vaioni.com/leasedlines> provided by Vaioni Group Limited for the Leased Line Service;

"Leased Line Service(s)" or **"Service"** means the provision of one of the following Leased Lines (i) Access, (ii) Ethernet, or (iii) Private WAN Leased Line Service as specified on the Customer Order Form, and described in the Company's literature at the date of completion of the Customer Order Form;

"Ethernet" means the Ethernet service described in the Company's literature at the date of completion of the Customer Order Form;

"Service Level Agreement" or **"SLA"** means the service level agreement relating to the Leased Line Service that describes the service levels to be met by Vaioni Group Limited together with the remedies available to the Customer for failure to meet such service levels;

"Service Period" means the period of an individual Service provided in accordance with this Agreement;

"Telecommunications Circuit" means a circuit that allows that transmission of TCP/IP data;

"Vaioni Group Limited" means Vaioni Group Limited Ltd (Company Registration Number 4314251) of 39 Leslie Hough Way, Salford, Manchester, M6 6AJ

2. THE SERVICES

2.1 Vaioni Group Limited shall provide the Leased Line Service at the data transfer speed stated on the Customer Order Form subject to the terms of this Agreement.

2.2 You can place your order for the Leased Line Service by completing and sending us a completed order form (sent to you pursuant to acceptance of a quotation supplied by us) by post or by fax to the address or fax number set out on our Web site.

2.3 Vaioni Group Limited shall not be obliged to provide the Leased Line to you unless and until we have received written confirmation, or (if requested in our discretion) evidence, that all installation work at the Customer's premises is complete and the other terms specified in Clause 2 of the General Terms and Conditions have been satisfied, subject to Clause 2.4.

(a) we have sent written notice to you (either by post, fax or e-mail) of our acceptance of the Customer Order Form; and

(b) we have received any initial Charges due from you in respect of the Services and/or Equipment.

2.4 We will configure and deliver the Equipment to the Customer's Site to be connected to the Telecommunications Circuit at the Customer's Site by the Customer. Acceptance and/or use of the Services and/or Equipment by you constitutes your automatic acceptance of the terms and conditions of this Agreement. Whilst we will use reasonable endeavours to provide the Services and/or Equipment to you within any timescales specified by us or agreed with or requested by you, we will not be liable to you for any delay in providing or failure to provide the Services and/or Equipment within such timescales.

2.5 We shall allocate a range of Internet Protocol (IP) addresses for use by the Customer for machines on its network for the duration of this Agreement. It will be the responsibility of the Customer to connect the Equipment to, and to configure its machines on, its own network.

2.6 Save in relation to the Private WAN Circuit, we will provide you with transit and routing services for e-mail and general Internet access. We will (in consideration of the Charges) deliver IP packets to the Customer network boundary only and will not be, or be held responsible for, the transit, routing and delivery of IP packets to individual workstations on the Customer network.

2.7 We will endeavour to ensure that the Services are of a high quality. In order to maintain the quality and safety of the Services, and any other services which we provide to our customers, we may from time to time: (a) Suspend, close down or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Services and any Internet traffic conveyed (although we will give you as much notice as is reasonably practicable before doing so and will endeavour to carry out such works during the relevant scheduled maintenance periods as published by us); and/or (b) Give you instructions on how to use the Services. You agree to comply with any instructions we may give you in accordance with this Clause.

2.8 We shall send you, via e-mail, online usage statistical reports detailing the bandwidth used on the Telecommunications Circuit by the Customer and will endeavour to do so daily as specified in accordance with the Customer Order Form.

3. SERVICE LEVELS/CREDITS

3.1 Vaioni Group Limited shall provide the Leased Line Service in accordance with these Specific Terms and Conditions and subject to the applicable Service Level Agreement (as specified on the Customer Order Form).

4. SERVICE PERIOD

4.1 We will use reasonable efforts to activate the Leased Line Services, as soon as possible following completion of the matters referred to in Clause 2.3 above. However, all dates are estimates and we cannot guarantee that they will be met.

4.2 Unless otherwise terminated or suspended in accordance with this Agreement the following Leased Lines Services shall be provided for a Minimum Service Period of 12 months from the date of activation:

- (a) Access
- (b) Ethernet
- (c) Private WAN Leased Line Service

4.3 On expiry of the periods referred to at Clause 4.2 above (as appropriate) the Services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to this Agreement or until a new contract term is agreed between Vaioni Group Limited and the Customer.

5. PROVISION OF SERVICE

5.1 We may be required to carry out additional construction work prior to or during installation of a Telecommunication Circuit (for example because fibre or copper is not present, or buildings entries are required and/or additional equipment is needed). You may be subject to additional charges for such work, and these are described in Clause 7.6.

5.2 Vaioni Group Limited may monitor the Leased Line Service 24 hours a day, 7 days a week, 365 days a year. Relevant details of this activity are set out in the applicable Service Level Agreement.

6. CONDITIONS OF USE

6.1 You agree that you will be responsible for all use of the Leased Line Services and (unless, we have agreed to supply it as part of the Equipment) for providing all additional equipment and/or services (including, without limitation, a PSTN line, if required), and for obtaining any permits and/or licences which are necessary for connecting to, and accessing, the Services. You agree that you are responsible for complying with all terms and conditions (including, without limitation, terms of payment) relating to any telecommunications service which is required by you to access the Services.

6.2 With regard to DSL Backup, the PSTN line for DSL Backup will only receive maximum line speed, and is subject to availability, according to BT's advertised coverage of exchanges in the UK. Where DSL is not available, a backup dial-up account will be provided.

6.3 With regard to DSL monitoring of Private WAN circuits, the PSTN line for DSL monitoring is subject to availability, according to BT's advertised

coverage of exchanges in the UK. Where DSL is not available, a recommended alternative will be provided.

6.4 You agree to:

(a) provide an authorised technical contact, authorised contact number, and pass phrase, to keep any records of such details in separate places and take all necessary steps to ensure the security of such records;

(b) without prejudice to the General Terms and Conditions, keep such information private and confidential and ensure, at all times, that it (or they) does (do) not become known to any unauthorised personnel.

6.5 You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that such information has become known to any unauthorised personnel.

6.6 You agree that we may, from time to time, suspend and/or change your pass phrase (at our discretion if we feel that such step is in the interests of security).

6.7 Any managed hardware, and/or routers, which you purchase from us, will be tested by us and configured to meet your basic network and Internet specifications. In the event that you wish to make alterations to configuration of such Equipment, you agree to contact the Technical team at Vaioni Group Limited to request such changes. Upon confirmation of authorisation, TECHNICAL will make such changes.

6.8 Any fault with the Services and/or the Equipment, which you detect must be reported to us as soon as possible either:-

(a) by telephone to the TECHNICAL team on 0870 160 0650 9am - 5pm;

(b) by telephone to the TECHNICAL team on 0870 160 0650 outside office hours;

(c) to such other telephone number as we may notify to you from time to time for this purpose.

7. CHARGES

7.1 Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Services and/or Equipment shall be set out in the Customer Order Form and/or the invoice relating to such Equipment and/or Services.

7.2 You shall pay the Charges (without any set off or deduction of any kind) on either a monthly, quarterly or annual basis as stated in the Customer Order Form and/or the invoice referred to at Clause 7.1 above. For the avoidance of doubt, all payments shall commence from the date of activation.

7.3 All amounts payable by you in accordance with the Agreement shall be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which shall be payable in addition to all such amounts due from you.

7.4 Where the Customer has a 30 day credit account, we will send you a VAT invoice following completion of the provision of the Services. Where you have no credit facility, we will send you a VAT receipt following receipt by us of your payment.

7.5 You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.

7.6 You agree to pay for any and all charges in relation to any additional work for installation of (i) an Access Circuit or, (ii) an Ethernet Circuit. However, prior to incurring such costs, the Customer will be presented with a revised quotation and given the option to proceed or not with the installation work. If the Customer elects not to proceed, no costs will be incurred.

7.7 BT and / or all associated carriers we use can change this contract (including charges) at any time.

8. TERMINATION

8.1 Once the Leased Line Service has been activated and is available for you to use, you may only end this Agreement by notice equal to the Minimum Cancellation Notice Period which must expire on or after the Minimum Service Period.

8.2 We may terminate all or any of the Services by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the Minimum Service Period) without our incurring any liability.

8.3 Unless otherwise stated, the Minimum Cancellation Notice Period is 30 days (to expire on or after the Minimum Service Period).

8.4 The Leased Line Service is otherwise subject to the termination provisions of the General Terms and Conditions.

9. NOTICES

9.1 You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either e-mail or first class post to your last known e-mail or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.

9.2 Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent in accordance with this sub-clause will only be deemed served if and when you have received a written acknowledgement from us.