

This Agreement is between:

- (A) **One Source Communications Limited**, (registered number 07062362) whose registered address is 16 Commerce Road, Lynch Wood, Peterborough, PE2 6LR, (the “Company”), and
- (B) **[Insert customer name]**, (registered number **[insert registered number]**) whose registered address is [insert registered address], (the “Customer”).

PURPOSE

This Agreement, including the Fair Use Policy and the Acceptable Use Policy (the “Agreement”) sets out the terms on which the Company will supply Bonded ADSL Broadband Service and how the Customer will use the Service.

IT IS AGREED AS FOLLOWS:

1. Definitions

- 1.1.** 'Access Line' means the telecommunications circuit that the Customer uses to obtain telecommunication services over the public switched telephone network at the Premises as notified by the Customer to the Company;
- 1.2.** 'Act' means the Telecommunications Act 1984;
- 1.3.** 'Bonded ADSL Services' means the Asymmetric Digital Subscriber Line. Data communications technology that enables faster data transmission.
- 1.4.** 'Application Form' means the form signed by the Customer detailing the Service, including the Fee's and agreeing to these Terms and Conditions.
- 1.5.** 'AUP' means the Company's Acceptable Use Policy detailed in Schedule 1 and any Acceptable Use Policy of any Third Party Provider.
- 1.6.** 'Carrier' means any supplier of telecommunication services to the Company for the Service;
- 1.7.** 'Commencement Date' means the date the Agreement is signed.
- 1.8.** 'Confidential Information' means any information, whether communicated orally or in a documentary or other form, which relates to the business of the Company including, without limitation, any information relating to the products, customers, pricing, policy, methods, business plans and strategies, technical processes, access login details, passwords and financial affairs, in all cases whether expressly stated to be confidential or not.
- 1.9.** 'Customer Apparatus' means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment
- 1.10.** 'Equipment' means any apparatus or equipment including but not limited to the router which is required to access the Bonded ADSL Service, cables, wiring, fittings and outlets, provided by the Company or any of the Company's third party to the Customer at the Premises to enable provision of the Service;
- 1.11.** 'Fair Use Policy' means the policy detailed in Schedule 2.
- 1.12.** 'Fee's' means any and all fee's payable by the Customer for the Services pursuant to this Agreement as detailed on the Application Form.
- 1.13.** 'Minimum Period of Service' means ninety (90 days) from the Commencement date.
- 1.14.** 'Physical Characteristics'
- 1.14.1.** Connection Management only - means an existing standard British Telecommunications analogue telephone line which does not have any incompatible services enabled upon it, as detailed in the Service description.
- 1.14.2.** Connection, installation and equipment Management: · For Home customers - An existing standard British Telecommunications analogue telephone line which does not have any incompatible services enabled upon it, as detailed in the Service description.

For Business customers - means one (1) wall mounted power socket within two (2) metres of the master phone socket and an existing standard British Telecommunications analogue telephone line which does not have any incompatible services enabled upon it, as detailed in the Service description;

- 1.15.** 'Company System' means the telecommunication system which the Company operates and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, the Company from a third party.
 - 1.16.** 'MAC' means a Migration Authorisation Code enabling the Migration, including as detailed in the Condition 22 of the OFCOM General Conditions.
 - 1.17.** 'OFCOM' means the Office of Communications or any successor body to its powers and functions with respect to the services of the type covered by the Services.
 - 1.18.** 'OFCOM General Conditions' means the general conditions (an annotations) set by OFCOM, in their forms as at the date of this Agreement, and as subsequently modified, replaced or revoked from time to time under Sections 45 and 48 of the Communications Act 2003.
 - 1.19.** 'PoP' means a Point of Presence. An interface point between communicating entities.
 - 1.20.** 'Premises' means the Customer's premises where the Service is to be received as detailed on the Application Form.
 - 1.21.** 'Service' means the installation, connection and supply of a telecommunications circuit capable of supporting Bonded ADSL/BROADBAND services at the Premises and the provision of telecommunication services over such circuit.
 - 1.22.** 'Standard Tests' means the tests carried out by the Company or any of the Company's third party to determine whether the Service is ready;
 - 1.23.** 'Tail' means any digital subscriber service, leased line service, Ethernet service, or other network connection or communication service which the Company procures, supplies or bonds as part of the service.
 - 1.24.** 'Tail Circuit' means any physical line or other circuit between any Site and a communications network (including a copper, radio, fiber or other cable) and/or other Site, over which the Company is to procure and provide a Tail or other Services, including any such line or other circuit to be procured and supplied by the Company for any Site as part of the Service, or any such line or other circuit which is to be procured and supplied by the Customer over which the Company is to supply a Tail or other Service.
 - 1.25.** 'Telephone Number' means generally any Telephone Number as defined in the OFCOM General Conditions, and specifically any Telephone Number in respect of which any Services are being provided, or which is allocated to the Customer for any Services, in each case, including the calling line identification number for that Telephone Number
 - 1.26.** 'Term' means 90 (ninety) days.
 - 1.27.** Third Party Provider means the third party provider the Company procures to provide part or all of the Service, including Equipment.
- 2. Provision of The Service**
- 2.1.** The Company will provide the Service to the Customer in accordance with the Conditions of this Agreement and with reasonable skill and care. It is technically impracticable to provide the Service or the telecommunications services free of faults and the Company does not undertake to do so.
 - 2.2.** The Company will use its reasonable endeavours to provide a prompt and continuing Service but will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond the control of the Company, or by errors or omissions of the Customer.

- 2.3.** The Company exclude all and any warranties and conditions of any kind, whether express or implied, in respect of the Service and any content or data obtained or downloaded from it or the accuracy of information received through it.
- 2.4.** To use the Service, the Customer needs to supply the Company with certain details on the Application Form. Where the Service is being transferred or migrated from another supplier, the Customer will be responsible for obtaining any migration codes and authorisations (including migration authorisation codes from existing providers for broadband services) and doing anything else required to enable such migration or transfer. The Company will respect the privacy of this information and will comply with applicable data protection legislation in respect of it.
- 2.5.** The Customer acknowledges that they must have an Access Line with the Physical Characteristics in order to receive the Service. If the Customer changes from the original Physical Characteristics, the Company cannot be held responsible if the Customer is no longer able to receive the Service.
- 2.6.** The Customer acknowledges that their Carrier will determine the Physical Characteristics of their Access Line. If the Company is unable to provide the services via the Carrier's Access Line then the Company shall have the right to terminate this Agreement without liability to the Customer.
- 2.7.** Unless otherwise expressly specified to be provided by the Company as part of the Service, the Customer shall procure and maintain all Tail Circuits required for the delivery of Tails or other Services and/or over or in connection with which any Tails or other Services are to be provided, with the characteristics required by the Company. The Services are dependent on such Tail Circuits, and may be delayed, suspended or disrupted (but the Customer will still be obliged to the Charges) if any such Tail Circuit to be procured by the Customer is not provided or it is not available for any reason.
- 2.8.** Any Tail, Tail Circuit or other on-going Service to be provided under the Service will have the characteristics specified in the Application Form, or if not so specified, will have the characteristics specified by the Third Party Provider or the Company from time to time. References in this Condition to characteristics include bandwidths, capacity, contention ratios, access times, data transfer limits, traffic prioritisation, and capping and management arrangements. Bandwidth is normally the fastest connection speed the Third Party Provider considers will be stable, up to the maximum bandwidth specified for the Service.
- 2.9.** All Tails, Tail Circuits and other on-going Services will be subject to all applicable technical limitations of all technology used, including those specified by any Third Party Provider, which may not become apparent until after any Tail, Tail Circuit or other on-going Service has been installed and working for some time. Technical limitations may include incompatibility between the on-going Services and any other telecommunications services which the Customer is receiving or proposing to receive, incompatibility with any Customer Systems used and technical or geographical limitations that inhibit the installation or performance of any Tail or Tail Circuit, the Company shall have the right to decline to provide or to cancel or terminate any on-going Services or to change the characteristics of the on-going Services without liability to the Customer, where any such technical limitations are identified.
- 2.10.** The Customer acknowledges that PoPs, servers, or the whole or part of the Network may be closed down for routine repair or maintenance work. The Company or its Third Party Provider shall give as much notice as in the circumstances is reasonable.
- 2.11.** The Customer acknowledges that the Company may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or

because of an emergency. The Company will give the Customer as much notice as possible of any planned interruption of the Customer's Service. In these circumstances the Customer shall have no claim against the Company for any such interruption.

- 2.12.** The Company will provide reasonable remote technical support for the Service. The Customer acknowledges that additional Fees may be charged if the Company or Third Party Provider is required to attend the Customers site to provide support unless the fault is due to the Service.
- 2.13.** The Company will correct reported faults as soon as possible. Should the Customer encounter a fault with the Service the Customer should report the fault to the Company Bonded ADSL/BROADBAND helpdesk as soon as reasonably possible but within at least 5 (five) working hours of noticing the fault. Where a fault is with the Third Party Provider then the fault will be handled by the Third Party Provider. Should the Company or Third Party Provider identify the fault as being caused by the Customer, they may charge the Customer a Fee.
- 2.14.** In relation to Customer Materials, the Customer grants and shall procure the grant to the Company and the Third Party Provider a license to do anything with those Customer Materials reasonably required to perform the Service, including to enable the upload, download, hosting, storage and other processing of those Customer Materials by the Company and the Third Party Provider as part of the Service.
- 2.15.** The Customer acknowledges that the Company may include links from time to time from the Service to other Internet sites. The Company has no control over the content of such sites and disclaims any liability in respect of the Customer's use of such sites. Filtering software products are available upon request.
- 2.16.** The Customer acknowledges that the Service shall be provided at the Premises detailed on the Application Form. The Customer acknowledges that the Service cannot be moved to another Premises without the Company's permission which will not be unreasonably withheld. Additional costs will be incurred by the Customer to move the Services to another Premises. A move of the Service will involve an interruption to the Service.
- 2.17.** The Customer acknowledges that it may not, unless expressly permitted in writing;
 - 2.17.1.** redistribute, encumber, sell, rent, lease, sub-license, copy or use the Service or otherwise transfer rights to the use of the Service to any third party, whether in whole or in part;
 - 2.17.2.** disclose Service features, errors or viruses to any third party without the prior written consent of the Company; or
 - 2.17.3.** modify the Service without the Company's prior written consent.
- 2.18.** The Company reserves the right to remove e-mail from Company servers that is left for a period of more than four (4) months.
- 2.19.** The Company reserves the right to change the Customer's password at any time at its sole discretion.
- 2.20.** The Company reserves the right but is not obligated to inspect and monitor all usage of the Service by the Customer, including communications being sent and received and data being hosted or processed using the Service to verify compliance with this Agreement and to perform the Service.
- 2.21.** All IP addresses supplied by the Company or the Third Party Provider as part of the Service shall be and will remain the property of the Company or the Third Party Provider and shall not be transferrable or portable. The Company may, by giving not less than 30 (thirty) days' notice to the Customer, at any time during the term of this Agreement change the Customers IP address.

2.22. Both parties agree to comply with the OFCOM General Conditions at all times.

3. Term

3.1. This Agreement will commence on the Commencement Date and shall continue indefinitely until the Service has been terminated in accordance with Clause 13. The Service shall commence on the Activation Date and shall continue for the Minimum Term. At the end of the Minimum Term, and each subsequent Term, the Agreement shall automatically continue for a Term unless terminated in accordance with Clause 13.

3.2. The Minimum Term does not prevent Company from suspending or terminating the Service under Clause 12 and 13 of this Agreement.

4. Fees

4.1. All Service Fees are charged a month in advance of receiving the Service.

4.2. Call Charge Fees, where applicable, will be charged in arrears either at the end of the month of usage or at the end of the quarter. All Call Charge Fees shall be calculated using all associated tariff specific terms published by the Company or Third Party Provider and by reference to data recorded or logged by the Company or Third Party Provider and not referenced to any data recorded or logged by the Customer. All Call Charge Fees shall be calculated using the minimum units and rounding rules applied by the Company or Third Party Provider from time to time.

4.3. The Company reserves the right to offer credit terms of net 14 days from date of invoice. The Company reserves the right on notice to the Customer to rescind any credit terms and 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 Company's right to terminate the Service set out in Clause 12, the Company may charge interest under the Late Payments of Commercial Debts (Interest) Act 1998 on the unpaid amount (both before and after judgment) at the rate of four percent (4%) per annum over the base lending rate of Barclays Bank plc and such interest shall accrue notwithstanding termination of this Agreement by either party for whatever reason.

4.4. The installation Fee as specified on the Application Form is payable in advance by cheque or bank transfer.

4.5. All Fees are subject to change from time to time in the event that the Third Party Provider increases its Fees to the Company. The Company will provide as much notice as possible.

4.6. The Customer acknowledges that additional Fee's will be charged to the Customer for:

4.6.1. Internal Relocation of the main phone socket within the Premise.

4.6.2. Abortive Visit Charge, this includes attendance to incorrect address provided by the Customer, site does not meet requirements specified by BT or End User is not available.

4.6.3. Administration Charges for illegible, materially incomplete or incorrect order details provided by the Customer.

4.6.4. Reworking Charge for the Company's Third Party Provider engineer to make good any existing non-Third Party Provider installed wiring to make it fit for installation of the Service.

4.6.5. Top up Bandwidth Fees as requested.

5. Access

5.1. The Customer hereby irrevocably gives permission to the Company and its employees, agents or contractors to:

5.1.1. execute any works on the Premises for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment;

- 5.1.2.** keep and operate the Equipment installed on, under or over the Premises;
- 5.1.3.** enter the Premises to inspect any telecommunication apparatus kept on, under or over the Premises or elsewhere for the purposes of the Company System.
- 5.2.** The permission set out in Clause 5.1 above shall continue in force after termination of this Agreement until such time as the Company has removed all Equipment from the Premises.
- 5.3.** The Customer must allow the Company or any Third Party Provider to have access to the Premises at all reasonable hours for the purpose of testing or maintaining any of the Equipment and/or the Service and provide a safe and suitable environment for such access visits.

6. Installation

- 6.1.** For connection only the Company shall:
 - 6.1.1.** arrange for the Service to be provided on the Customer's telephone line. It is the Customer's responsibility to connect the necessary micro-filter and Broadband equipment.
- 6.2.** For connection, installation and equipment:
 - 6.2.1.** endeavour to provide and install or procure the provision and installation of the Equipment at the Premises so that the Service can be provided on or before any installation date requested.
 - 6.2.2.** Supply the relevant information to enable the Customer to suitably prepare the Premises for delivery and installation of the Equipment. The Customer shall at the Customers expense, supply accommodation, facilities and environmental conditions for the Equipment.
 - 6.2.3.** The Customer acknowledges that the Company or the Third Party Provider may require additional building, engineering or works to be carried out to enable the installation to be fulfilled. Such requirements will be carried out at the Customers cost either by the Customer or the Company.
 - 6.2.4.** The Company shall use its reasonable endeavours to comply with the Customer's reasonable requests in respect of installation. The Customer acknowledges that the Company, its contractors' or agents' decision on the routing of cables and wires and the positioning of the Equipment or part thereof shall be final and binding.
 - 6.2.5.** The Customer is to supply sufficient electricity for the installation, operation and maintenance of the Equipment as specified by the Company. The Company shall not be responsible for interruption or failure of the Services caused by a failure of such power supply.
 - 6.2.6.** The Customer acknowledges that during the installation of the Equipment for the provision of the Service the Customer's Access Line may suffer a temporary loss of service and/or interference to any other Customer apparatus or services used in connection with the Access Line (e.g. Access Line security systems). The Company accepts no liability to such loss and/or interference.
- 6.3.** The Customer acknowledges that any installation date specified is purely an estimate and the Company shall not be liable for any delays or any consequence of a delay whatsoever.

7. Company Equipment

- 7.1.** Where the Company manages the connection, installation and equipment, the Customer shall:
 - 7.1.1.** Agree not to do or allow anything to be done to the Equipment that may cause damage to, or interference or prevent easy access to it.

- 7.1.2.** Shall procure at the Customer's own expense all permissions, licences, registrations and approvals necessary for the Company to deliver, install and maintain the Equipment for the provision of the Services.
- 7.1.3.** The Company shall complete, Standard Tests to ensure that the Service is ready for use. If the Company deem the Service not ready for use, the Company shall either repair or replace, at its sole option, the Equipment or any part thereof and repeat the Standard Tests. The Customer shall only be entitled to use the Services once the Company confirm the Service is fit for purpose.
- 7.1.4.** The Equipment shall remain the property of the Company or the Company's supplier of such equipment (including any Third Party Provider). The Company may modify, substitute, renew or add to the Equipment from time to time at its absolute discretion.
- 7.1.5.** All Telephone Numbers supplied by the Customer or any Third Party Provider as part of the Services, shall be and remain the property of the Company and each Third Party Provider, and shall not be transferable or portable except where provided by the OFCOM General Conditions. The Company may make an Additional Charge for any number portability provided. Telephone Numbers may be charged in accordance with any national or local code charges.
- 7.1.6.** The Customer shall be responsible for ensuring at all times the safekeeping and proper use of the Equipment after delivery and installation at the Premises. The Customer shall be liable to the Company for any loss or damage to the Equipment (except where it can be shown that such loss or damage was caused by the Company's negligence or due to fair wear and tear). The Customer will notify the Company immediately of any such loss or damage. In particular (without prejudice to the generality of the foregoing) the Customer undertakes:
- 7.1.6.1.** to keep the Equipment at the Premises and not to move it;
 - 7.1.6.2.** to comply with all instructions as the Company may notify to the Customer and/or with the manufacturer's instructions and not to use the Equipment except in accordance with such written instructions and in accordance with the law and any applicable licence granted there under;
 - 7.1.6.3.** not to cause the Equipment to be repaired or otherwise maintained except by an authorised representative of the Company;
 - 7.1.6.4.** not to fit or install any attachments other than those approved for connection by Company;
 - 7.1.6.5.** not to do anything nor to allow to subsist any circumstances likely to damage the Equipment or detract from or impair its performance or operation and not to add, modify, or in any way interfere with or impair the performance of the Equipment; and
 - 7.1.6.6.** not to attempt to sell, transfer, dispose of, let, mortgage, charge, modify, extend, repair, service, tamper with, remove or interfere with the Equipment or suffer any distress, seizure or execution to be levied against or of the Equipment or otherwise do anything prejudicial to the Company or the owner of such Equipment's rights in the Equipment; and
 - 7.1.6.7.** not to remove, tamper with or obliterate any identification mark(s) affixed to the Equipment or to any part thereof showing that it is the property of the Company or the Company's supplier of such equipment.
 - 7.1.6.8.** permit the Company and its employees, agents or contractors to inspect or test the Equipment at all reasonable times;

7.2. The Customer shall be liable for any loss or damage howsoever caused (including but not limited to lightning or electrical damage) to any part of the Equipment or any of its own property within the Premises (except in so far as it can be shown that such loss or damage is attributable to the negligent act or omission of the Company). The Customer will notify the Company immediately of any such loss or damage.

7.2.1. The Customer undertakes to fully indemnify the Company against any and all such loss or damage referred to in this clause

7.2.2. Wilful destruction or abuse of the Equipment may result in additional fees being charged to the Customer.

8. Customer Apparatus

8.1. The Customer shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Service.

8.2. The Customer shall ensure that such Customer Apparatus complies with any applicable law. The Customer shall immediately disconnect any such apparatus if it does not, or ceases to, conform to applicable standards (if any) for the time being in force. The Company reserves the right to disconnect any apparatus used by the Customer if the Customer does not fulfil their obligations under this Clause or if, in the opinion of the Company, such apparatus may cause the death of or personal injury to any person, or damage to property, or materially impair the quality of any telecommunication service provided the Company, and the Customer agrees to disconnect such apparatus at the request of the Company.

9. The Customer's Use of The Service

9.1. The Customer must NOT use the Service:

9.1.1. in a way that does not comply with the Conditions or any legislation or that is in any way unlawful or fraudulent; or

9.1.2. in connection with the carrying out of a fraud or criminal offence against any telecommunications operator; or

9.1.3. to send, encourage the receipt of, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights or which may contain viruses or other similar programs, or which cause overloads to the Company System; or

9.1.4. to send or procure the sending of unsolicited advertising or promotional material; or

9.1.5. in a way that does not comply with any instructions given by the Company for reasons of health, safety or the quality of the Third Party Provider's telecommunications services or the Company System; or

9.1.6. attempt to use the Service in a way that modifies, decompiles, translates, reverse engineers, reconfigures, disassembles or otherwise alter or attempt to modify or reconfigure the Service or any Equipment or software or copy any manual or documentation relating to the Service except to the extent applicable law specifically prohibits such restrictions;

9.1.7. distribute copies of the licensed programs or their documentation to others;

9.1.8. rent, lease or grant its rights to the licensed programs;

9.1.9. ship or transmit (directly or indirectly) any copies of the licensed programs or any technical data in the licensed programs or its media or any direct product thereof to any entity or country destination

9.2. The Customer will co-operate with the Company's reasonable requests for information regarding the Customer's use of the Service and supply such information without delay.

9.3. Where the Customer uses the Service to reach networks and services not operated by the Company, the Customer will abide by the acceptable use policies or terms and conditions imposed by the operators of those networks and services.

9.4. The Customer warrants that:

9.4.1. it shall maintain reasonable protections (including organisational and software protections) in the Customer systems against virus, spyware, or other malicious attacks and computer misuse. The Customer shall maintain and operate a reasonable recovery plan to cover any event of failure or interruption of the Service;

9.4.2. it, as the registered user of the account, will keep the username and password secure and not let them become public knowledge and that the password will not be stored anywhere on a computer in plain text.

9.4.3. if the password becomes known to any other unauthorised user it will inform the Company or its authorised representative immediately;

9.4.4. any breach of these obligations shall entitle the Company to immediately terminate the Service to the Customer without notice. All costs incurred by the Company, plus a full months termination fee shall be charged to the Customer.

9.5. The Customer acknowledges that the Company is unable to exercise control over the content of information passing over the Company network or via the Service, and the Company hereby excludes all liability of any kind for the transmission or reception of infringing information of whatever nature.

10. Domain Names & Internet Protocol Addresses

10.1. The Customer confirms and warrants that it is the owner of, or that the Customer has been and is duly authorised by the owner to use, any trade mark or name requested or allocated as its domain name.

10.2. The Customer acknowledges that the Company cannot guarantee that any domain name the Customer requests will be available or approved for use.

10.3. The Company has the right to require the Customer to select a replacement domain name and may suspend the relevant service associated with the domain name if, in the opinion of the Company, there are reasonable grounds to believe Customer's current choice of domain name is, or is likely to be, in breach of the provisions of this Agreement and law.

10.4. If the Service includes the registration of an Internet domain name the Customer acknowledges and agrees that:

10.4.1. The Company does not represent, warrant or guarantee that any domain name applied for by the Customer or on its behalf will be registered in its requested name or is capable of being registered or that the use of such domain name will not infringe any third party rights. Accordingly, the Customer acknowledges that it can take no action in respect of its requested domain name(s) until it has been notified that its requested domain name has been duly registered. The Company will not be liable for any such action taken by the Customer.

10.4.2. The registration of the domain name and its ongoing use by the Customer is subject to the relevant naming authority's terms and conditions of use and the Customer undertakes to the Company that it will comply with such terms and conditions. The Customer hereby irrevocably waives any claims it may have against the Company in respect of any decision of a naming authority to refuse to register a domain name and, without limitation, the Customer acknowledges and agrees that any administration or other charge paid by the Customer in respect of the registration of the domain name is non-refundable in any event.

10.4.3. The Company accepts no responsibility in respect of the use of a domain name by the Customer and any dispute between the Customer and any other individual or organisation regarding a domain name must be resolved between the parties concerned and the Company will take no part in any such dispute. The Company reserves the right, on becoming aware of such a dispute concerning a domain name, at its sole discretion and without giving any reason, to either suspend or cancel the relevant Service associated with the domain name and/or to make such representations to the relevant naming authority as it deems appropriate.

10.5. Any Internet Protocol address allocated by the Company to the Customer shall at all times remain the sole property of the Company and the Customer will have a non-transferable licence to use such address for the duration of this Agreement. If this Agreement is terminated for whatever reason, the Customer's licence to use the Internet Protocol address shall automatically terminate and thereafter it will not use such address.

11. Software Agreement

11.1. The Company and its suppliers own the licensed programs and the documentation provided with this Agreement, both of which are protected by copyright laws. The Customer's right to use the licensed programs and documentation is limited to the terms and conditions described below:

11.2. The Customer may make copies of the licensed programs solely for the purposes of backup. The copyright notice must be reproduced and included on a label on any backup copy.

12. Breach of Conditions

12.1. The Company shall investigate any suspected or alleged breach of these Conditions or any suspected compromise to its network systems or security.

12.2. The Company reserve the right to take any action they deem appropriate and proportionate to remedy the breach of the Conditions.

12.3. If the Company decides that the Customer has breached the Conditions, they will use reasonable endeavours to ensure that the Customer is made aware of the breach without suspension or termination of the Service. However it may be necessary, due to the severity of the breach, to suspend or end the Service whilst details of the breach are investigated further. The Company reserve the right to suspend or end the Service at its sole discretion without refund, and make an additional charge for all reasonable costs incurred due to investigating and dealing with the misuse and/or blocking access to any component(s) of the Service.

12.4. The Customer must notify the Company immediately in writing of any allegation of infringement of any intellectual property rights prompted by its use of the Service. The Customer may not make an admission to any third party relating to an alleged infringement. The Customer must allow the Company, or at the Company's election, the Third Party Provider to conduct all negotiations and proceedings and give the Company or the Third Party Provider all reasonable assistance in doing so. The Customer must allow any part of the Service to be modified so as to avoid continuation of the alleged infringement. Any costs incurred due this action will be charged directly to the Customer for immediate payment.

13. Termination

13.1. Once the Service has been activated and after the Minimum Term, either party may terminate this Agreement by giving the other party 90 (ninety) days' notice ("Notice Period") prior to the end of the current Term subject to Clause 13.4 below.

- 13.2.** All Customer notices of termination must be sent in writing to the other party to the address on the Application Form.
- 13.3.** Upon notice of termination all outstanding Fee's, including termination Fee's, shall become due for immediate payment and all Company Equipment must be returned at the Customers cost.
- 13.4.** The Company may terminate this Agreement immediately upon written notice to the Customer if:
- 13.4.1.** it becomes unlawful for (i) the Company or the Third Party Provider supporting the Service to continue to provide the Service; or (ii) the Company or the Third Party Provider supporting the Service is required to cease the Service by a competent regulatory authority; or
- 13.4.2.** the Third Party Provider supporting the Service ceases to do so for whatever reason or materially changes the terms of its provision of telecommunications services to the Company for the Service beyond the reasonable control of the Company; or
- 13.4.3.** The Customer (or a third party acting on the Customer's behalf or instruction) fail to comply with any of the material Conditions of this Agreement including the Customer's obligation to pay and the Customer does not remedy such failure within fifteen (15) days of a request to do so.
- 13.4.4.** The Customer takes (or causes or permits a third party to take) any action in breach of the Company's rights to the Confidential Information.
- 13.5.** If the Company terminates the Agreement in accordance with Clause 13.4.3 and/or 13.4.4 then the Customer will be liable for all applicable liabilities and Fees including but not limited to the Fees for the remainder of the Term and the Notice Period Fees.
- 13.6.** The Customer acknowledges that the Company will terminate the Service on the soonest date that the Company is able to practically cease the Service, including with any Third Party Provider, which may be after the actual termination date and the Customer will be liable to pay all Fees until the actual termination.
- 13.7.** The provisions of this Agreement regarding Clause 4 Fees, Clause 5 Access, Clause 7 Company Equipment, Clause 12 Breach of Conditions, Clause 13 Termination, Clause 14 Disclaimer of Warranties, Clause 15 Limitation of Liability, Clause 16 Indemnity, Clause 17 Data Protection, Clause 18 Confidentiality, shall survive the termination of the Agreement.
- 13.8.** Upon termination of this Agreement the Customer shall immediately stop using the Service and the Customer's right to use Service shall immediately terminate.

14. Disclaimer of Warranties

- 14.1.** THE SERVICE WILL BE PROVIDED TO THE CUSTOMER 'AS IS', WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS AND EXCLUDES ALL SUCH WARRANTIES AND REPRESENTATIONS INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION THAT THE SERVICE IS FREE OF DEFECTS AND VIRUSES, OF SATISFACTORY QUALITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FURTHER, THE COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES THAT MIGHT ARISE FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE CUSTOMER ACCEPTS ALL RISKS AND LIABILITIES ASSOCIATED WITH THE CUSTOMER'S USE OF THE SERVICE.

15. Limitation on Liability

- 15.1.** Nothing in this Agreement shall exclude or limit liability for (a) death or personal injury resulting from the negligence of either party or their servants, agents or employees or (b) fraud.

- 15.2.** The Company shall not be liable in contract, tort, pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with this Agreement for:
- 15.2.1.** any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or
 - 15.2.2.** any loss of goodwill or reputation; or
 - 15.2.3.** any special, indirect or consequential losses or any destruction of data, in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by that party arising out of or in connection with the provisions of, or any matter under this Agreement.
- 15.3.** Subject to paragraphs 15.1 and 15.2 the Company's liabilities to the Customer in contract, tort, negligence, pre-contract or other representations arising out of or in connection with this Agreement or the performance or observation of its obligations under this Agreement shall be limited in aggregate to £200.
- 15.4.** Each provision of this paragraph 15 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason any other provision does not remain in force, notwithstanding the expiry or termination of this Agreement.
- 15.5.** The Customer is solely responsible for any liability arising out of any content provided by the Customer and/or any material to which other users can link to through such content. Any data included in the Equipment upon installation by the Company is for testing use only and the Company hereby disclaim any and all liability arising there from.
- 15.6.** Proceedings in a court of law and other actions in respect of any liability event giving rise to relevant liability shall be issued and served on the Company within one year of the liability event occurring and not after and the Company's relevant liability for such liability event shall be excluded if such issuance and service does not occur within such period. If any liability event forms part of a connected series, then the Company's relevant liability for such series shall be excluded unless such issuance and service within such period occurs for the first liability event in the series.

16. Indemnity

- 16.1.** The Customer agrees to fully indemnify and hold the Company harmless for all liabilities, loss, claims and expenses that may arise from (a) any breach of these Conditions by the Customer; and (b) any transmission or receipt of any content or message which the Customer has requested or made using the Service.

17. Data Protection/Personal Details

- 17.1.** The Company may retain the Customer's personal data, and the Customer authorise the Company to use their personal data, for the following purposes:
- 17.1.1.** provision of the Service to the Customer;
 - 17.1.2.** keeping of a record for a reasonable period after termination of the Customer's Service;
 - 17.1.3.** operation and enforcement of these Conditions;
 - 17.1.4.** technical maintenance;
 - 17.1.5.** providing the Customer with information about other services the Company offer, subject to the Customer's right to opt out of receiving such information on the Application Form;
 - 17.1.6.** transferring it to another company in the event of a sale of the Company; and
 - 17.1.7.** legal compliance including disclosing it to any third party who the Company reasonably consider has a legitimate interest in any such investigation or its outcome.

17.2. It is the Customer's responsibility to keep the personal data that the Customer provides to the Company up to date. The Company may send notices or other information to the Customer at the address the Customer provides. . The Customer should notify the Company immediately of any change to the Customer's personal data in writing.

17.3. Both parties agree to comply with the Data Protection Act 1998 and all related and equivalent provisions at all times.

18. Confidentiality

18.1. The Customer agrees to keep all Confidential Information, both during the term of the Agreement and for a period of two (2) years after its termination. The Customer may disclose Confidential Information 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:

18.1.1. Is in the public domain otherwise than by the Customer's breach;

18.1.2. It already had in its possession prior to obtaining the information directly or indirectly from the Company; or

18.1.3. A third party subsequently disclosed to the Customer free restriction on disclosure and use;

18.1.4. 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.

18.2. 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 to:

18.2.1. give the Company an opportunity to contest the disclosure;

18.2.2. assert the privileged and confidential nature of the Confidential Information; and

18.2.3. co-operate fully with the Company in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection is not obtained the Customer may disclose the Confidential Information only to the extent necessary to comply with applicable legal requirements.

19. Notices

19.1. Any notice required or permitted under the Agreement must be in English and in writing.

19.2. Any notice to be sent to the Customer will be sent to the address which the Customer provided on the Application Form or such other address as the Customer shall have given written notice of as the billing address.

20. Assignment

20.1. The Company reserves the right to assign or sub-contract any or all of its rights and obligations under this Agreement without the Customer's further consent to such assignment or sub-contract.

20.2. The Customer may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, the Agreement or any rights or obligations therein without the prior express written consent of the Company.

21. Matters Beyond The Parties' Reasonable Control

21.1. If either party is unable to perform any of its obligations under this Agreement because of a matter beyond that party's reasonable control including, but not limited to, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, or acts of local or central Government or other competent authorities or acts or omissions

of third party telecommunications service providers, that party shall have no liability to the other for such failure to perform its obligations.

22. Proprietary Rights

22.1. All title, interests, and rights (including intellectual property rights) in the Service remain in the Company and/or its suppliers. The Customer acknowledge such title, interest and rights and the Customer shall not take any action to jeopardise, limit or interfere in any manner with the Company (or any third party supplier's) title, interests or rights with respect to the Service including, but not limited to, using its trademarks or trade name.

22.2. Title and related rights in any content accessed through the Service are the property of the applicable content owner and are protected by applicable laws. The right to use granted to the Customer under this Agreement gives the Customer no rights to such content. If the Customer wishes to use such content, the Customer must ensure that he has the appropriate consent or licence of the content owner.

23. Amendment of These Conditions

23.1. The Company reserves the right to add to and/or amend the Conditions at any time. Such changes shall be notified to the Customer by posting on the Legal section of the Company's Web site. Changes in this manner shall be deemed to have been accepted if the Customer continues to use the Service after a period of two weeks from the date of posting on the Web site.

24. Miscellaneous

24.1. The Agreement will constitute the entire Agreement between the parties concerning the subject matter of these Conditions. It will supersede all prior and contemporaneous agreements, communications and representations (except for fraudulent or negligent misrepresentations) whether oral or written, between the parties relating to the subject matter of these Conditions, and all past courses of dealing or industry custom. The Agreement will prevail over any other conflicting written instrument or other notice the Customer may submit to the Company.

24.2. The Agreement shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

24.3. In the event of a dispute between the parties, the parties will attempt in good faith to resolve the dispute or claim arising out of or relating to the Agreement promptly through negotiations between the respective representatives of the parties who have authority to settle the same.

24.4. If any provision of the Agreement (whether in part or in whole) is held by a court of competent jurisdiction to be illegal, invalid or unenforceable the remaining provisions of the Agreement shall remain in full force and effect.

24.5. Any waiver of any breach of any provision of the Agreement will not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of the Agreement. A waiver of a provision or breach of a provision of the Agreement will only be effective if made in writing and signed by an authorised representative of the waiving party.

24.6. The licence granted under the Agreement will not create a partnership, joint venture, agency relationship or franchise relationship.

24.7. Notwithstanding any other provision in this Agreement, nothing in this Agreement will create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the Customer or the Company.

24.8. The headings to the sections of these Conditions are for convenience only and have no substantive meaning.

24.9. The Company reserve the right to amend this Agreement from time to time.

Agreed and accepted for on behalf of:
ONE SOURCE COMMUNICATIONS LIMITED

Signed:

Name:

Agreed and accepted for on behalf of:
[insert company name]

Signed:

Name:

SCHEDULE ONE

ACCEPTABLE USE POLICY

1. Background

- 1.1. The Acceptable Use Policy (AUP) outlines the principles that govern the use of the Service and is part of the ASDL Agreement. This policy should be read in conjunction with the Carriers AUP.

2. Use of the Service

- 2.1. The Customer acknowledges that it is liable for all use of the Service provided to them under this Agreement whether permission of use was granted or not.
- 2.2. The Customer is responsible for keeping all passwords and login names secure at all times and to notify the Company of any actual or potential breaches. Passwords should be changed on a regular basis.
- 2.3. The Customer agrees to comply with all applicable laws, statutes and regulations in connection with usage of the Service including but not limited to the Data Protection Act 1998, Computer Misuse Act 1990, the Protection of Children Act 1978, the Criminal Justice Act 1998 and the Prevention of Harassment Act 1997.
- 2.4. The Customer acknowledges that the Internet has global reach and must therefore take reasonable steps to comply with the relevant foreign laws.
- 2.5. The Service must not be used in any way that could be deemed unlawful, illegal or detrimental. This includes but is not limited to:
 - 2.5.1. Downloading, possessing or transmitting in any way, illegal material.
 - 2.5.2. Sending, publishing, distributing, circulating or otherwise propagating any material that may be deemed to be grossly offensive or of an indecent, obscene nature or menacing in character.
 - 2.5.3. Sending, with the intention of causing annoyance, inconvenience or needless anxiety a message that you know to be false, or to cause such a message to be sent or to persistently make use of the service for that purpose.
 - 2.5.4. Gaining or attempting to gain unauthorised access to any computer system for any purpose, including accessing the Internet.
 - 2.5.5. Intentionally impair or attempt to impair the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data. This could include but is not limited to deleting files, changing the desktop settings introducing viruses etc.
 - 2.5.6. Infringing the rights of others, including the right of privacy and copyright. For example but not limited to sharing protected material without permission of the copyright owner.
 - 2.5.7. Sending unsolicited promotional or marketing material.
- 2.6. The Service cannot be used to stream live sex acts or any kind even if the content would otherwise comply with the AUP.
- 2.7. The Customer agrees to keep all their contact details provided to the Company up to date at all times.

3. Breaches of Acceptable Use Policies

- 3.1. The Customer must report all known breaches of this Agreement to the Company as soon as they become aware of the breach. The Customer will need to provide;
 - 3.1.1. IP address used to commit the alleged violation.
 - 3.1.2. Date and time of the alleged violation, including the time zone or offset from GMT.
 - 3.1.3. Evidence of the alleged violation.

- 3.2. The Customer agrees to cooperate fully and assist the Company in all investigations relating to Acceptable Use concerns.
 - 3.3. The Company reserves the right to operate systems to ensure compliance with this Agreement but is not obliged to do so.
 - 3.4. The Company reserves the right, without prejudice to any other rights pursuant in this Agreement, to remove any material from any server under their control that they deem a breach of this policy and to suspend or terminate the Service.
 - 3.5. In addition of any other action the Company may take, the Company may be legally entitled to inform the relevant authorities.
4. **General**
- 4.1. The Company reserves the right to update this Acceptable Use Policy from time to time.

SCHEDULE TWO

FAIR USE OF BROADBAND POLICY

1. **Background:**
 - 1.1. The aim of the Fair Use Policy is to maintain the speed and reliability of your broadband Service. At peak times, a lot of customers use the shared network bandwidth (the rate of data transfer) at any one time.
2. **Broadband Usage**
 - 2.1. Broadband Usage is the volume of data uploaded or downloaded from the internet. The main factors being:
 - 2.1.1. The number of devices being used at any one time, e.g. computers, laptops, macs, smart phones, tablets, etc.; and
 - 2.1.2. The type and length of activity, e.g. watching videos or browsing social media sites.
3. **Fair Use**
 - 3.1. Constantly downloading very large files, using 'peer to peer' or file sharing software (which may be sending and receiving videos and other large files constantly) during office hours (9am to 5pm Monday to Friday) would be considered a breach of this Fair Use Policy.
 - 3.1.1. 'Peer to Peer' or file sharing software may contravene copyright and Intellectual Property laws.
 - 3.2. The Company will communicate breaches of the Fair Use Policy with the Customer and reserve the right, without prejudice to any other rights pursuant in this Agreement, to restrict bandwidth which may reduce the speed of the Service.
 - 3.3. The Company reserve the right to terminate this Agreement if the Customer continues to breach the Fair Use policy.
4. **General**
 - 4.1. The Customer agrees to cooperate fully and assist the Company in all investigations relating to Fair Use of Broadband concerns.
 - 4.2. The Company reserves the right to update this Fair Use of Broadband Policy from time to time.