

# G.NETWORK

## Conditions and Service Schedule

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## 1. DEFINITIONS

In this Contract:

**“Affiliate”** means with respect to a Party (i) any entity under the control of such Party; and (ii) any entity controlling such Party; and (iii) any other entity under the control of a controlling entity under paragraph (ii).

**“Additional Charges”** means the fees payable by the Customer for deviations from the standard provision of the Service, as set out in the Contract and including but not limited to, the Delay Charges.

**“GN”** means the G.Network Communications LTD, registered in England and Wales with company number 10057745 and having its registered office at 3<sup>rd</sup> Floor, 14 Hanover Street, London, W1S 1YH, that signs the Order Form.

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

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

**“GN Network”** means GN's network used to provide the Service.

**“Charges”** means the fees payable by the Customer for the Service(s) as more fully described in section 12 and including, but not limited to, the Additional Charges, Service Charges and Standard Connection Charges.

**“Conditions”** means these terms and conditions.

**“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 (including the Annex where the Customer has ordered any of the Services included in the Annex), the Service Level Agreement, the Order Form and the Customer Request Form, which in the case of conflict, are ranked in this order.

**“Committed Term”** means a period of 1, 3 or 5 years from the Operational Service Date, as selected by the Customer on the Order Form.

**“Customer Commit Date”** or **“CCD”** means the date on which GN agrees to deliver the Service.

**“Customer Requirements Form”** or **“CRF”** means the form that details the Customer's requirements for the Service.

**“Customer”** means the entity that signs the Order Form.

**“Customer Website”** means the Customer's website(s) on the World Wide Web.

**“Enhanced Care”** means maintenance for the Service where GN aims to clear faults within next business day of the fault being reported.

**“Express Care”** means maintenance for the Service where GN aims to clear faults within 5 hours of the fault being reported.

**“Ethernet Access over Fibre to the Premise”** or **“EA over FTTP”** means an access technology using a pure fibre infrastructure throughout the network direct to the premises.

**“Force Majeure Event”** has the meaning given to it in clause 14.1.

**“Helpdesk”** means the helpdesk facility provided by GN to handle enquiries and administration for the Service.

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

**“Internet Protocol”** or **“IP”** means the principal communications protocol in the Internet protocol suite for relaying datagrams across network boundaries.

**“IPv4”** means the fourth version of the Internet Protocol (IP).

**“IPv6”** means the sixth version of the Internet Protocol (IP).

**“Local Area Network”** or **“LAN”** means a computer network that interconnects computers in a limited area such as a home, school, computer laboratory or office building using network media.

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

**“Mbit”** means a unit of information equal to 1,000,000 bits.

**“Minimum Period”** means a period of one (1) year commencing on the Operational Service Date.

**“Network Terminating Equipment”** or **“NTE”** means the point where the Customer's wiring, equipment or existing data service is connected to the GN Network.

**“No Router Option”** means a Customer managed NTE router connected to the GN Network from the Customer's premises.

**“Operational Service Date”** or **“OSD”** 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 sets out the detailed configuration and specification of, and the Service Charges and Standard Connection Charge for, the Service(s) as agreed by the Parties.

**“Party”** means either GN or the Customer; **“Parties”** means both GN and the Customer.

**“Point of Presence”** or **“PoP”** means the equipment within the GN Network connected by a dedicated circuit from the Customer Site.

**“Public Holiday”** means a day treated as a holiday that is observed over the whole of the UK.

**“Service Charges”** means the periodic fees payable by the Customer for access and bandwidth, as determined by GN.

**“Service”** means the service or, where appropriate, part of the service described in the Service Schedule to this Contract.

**“Service Level Agreement”** means the schedule that is appended to this Contract that describes the agreed levels of service provided by GN.

**“Service Schedule”** means a schedule that is appended to this Contract that describes the Service.

**“Session Initiation Protocol”** or **“SIP”** means the signalling protocol used for voice over IP services that sets up real-time voice connections over IP networks

**“Site”** means a place at or to which GN provides the Service.

**“Software”** means the software to be licensed to the Customer as specified in an Order Form or Schedule together with any embedded software and necessary for the use of the GN Equipment.

**“Standard Connection Charges”** means the fees payable by the Customer for initial connection of the Service(s).

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

**“Termination Charges”** means unless otherwise stated in the Service Schedule and/or Annex, the fees payable by the Customer upon early termination of the Contract as set out in clause 15.3.

**“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”** or **“Uniform Resource Locator”** means the full address for a website on the Internet.

**“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 Public Holidays.

**“Working Hours”** means 0800hrs to 1700hrs on a Working Day.

## **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 through the Committed Term and thereafter until and unless terminated in accordance with this Contract (the "**Contract Term**").

## **3. PROVISION OF THE SERVICE**

### **3.1. GN will:**

- (a) provide the Customer with the Service in accordance with this Contract;
- (b) use reasonable endeavours to provide the Service by the CCD, provided however, that subject to any Service Level Agreement to the contrary, the CCD is an estimate only and may be subject to change by GN's sole discretion;
- (c) provide the Service with the reasonable skill and care of a competent telecommunications service provider.

### **3.2. GN will repair faults in accordance with the fault repair service detailed in the Service Schedule.**

### **3.3. Occasionally, GN may:**

- (a) for operational reasons, change the technical specification of the Service and/or the codes or numbers used by GN 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 that it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by GN 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. GN will use reasonable endeavours to keep the period of temporary suspension to a minimum and will restore Service as soon as possible,

provided that GN will give the Customer as much notice as possible in accordance with clause 20 of this Contract.

### **3.4. With the exception of the GN 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.**

### **3.5. GN may accept instructions from another person who GN reasonably believes is acting with the Customer's authority or knowledge.**

## **4. GN EQUIPMENT**

### **4.1. Where GN needs to install GN Equipment at a Site to enable GN to provide the Service the Customer will,**

- (a) prior to installation:
  - (i) prepare the Site in accordance with GN's reasonable instructions, if any;
  - (ii) make available a suitable place and conditions for the GN Equipment; and

- (iii) provide, at no charge to GN, sufficient electricity to power the GN Equipment.
  - (b) after installation is completed the Customer will restore the condition of the Site, including any re-decorating that may be required.
- 4.2. The Customer is responsible for the GN Equipment and must not add to, modify or in any way interfere with the GN Equipment, nor allow anyone else (other than someone authorised by GN) to do so. The Customer will be liable to GN for any loss of or damage to the GN Equipment, except where such loss or damage is due to fair wear and tear or is caused by GN, or anyone acting on GN'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 GN to carry out its obligations under this Contract the Customer will provide GN employees, and anyone acting on GN's behalf, who produces a valid identity card, with access to any Site or any other premises outside GN's control at all reasonable times. GN will normally only require access during its Working Hours but may, on reasonable notice, require the Customer to provide access at other times. GN may agree to work outside its Working Hours, but the Customer must pay GN's additional charges for doing so.
- 6.2. GN employees and anyone acting on GN's behalf will observe the Customer's reasonable Site regulations (or regulations pertaining to the relevant premises) as previously advised in writing to GN. In the event of any conflict between the Site (or relevant premises) regulations and this Contract, this Contract will prevail.
- 6.3. GN and the Customer will meet each other's reasonable requirements for the safety of people on any Site (or relevant premises).

## **7. USE OF THE SERVICE**

- 7.1. The Customer may use the Service for its own purposes, provided that:
- (a) the Customer complies with the terms of any telecommunications legislation;
  - (b) the Customer or any User does not use the Service to send any communication which is illegal including to 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 will remain responsible for any access and use of the Service by its Users, all Charges incurred and compliance with all terms and conditions by it and its Users under this Contract.

So far as may be permitted by relevant law or regulation, it is agreed that GN 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 GN's specific instructions, such instructions to be provided in writing under the notice

provisions of clause 20.

- 7.2. Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of GN 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 GN 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 from the Customer's Sites in the UK. 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. GN 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 GN Equipment, software, operating manuals and associated documentation, made available as part of the Service or otherwise generated by or for GN in connection with this Contract, will remain the property of GN or its licensors. GN will grant the Customer a personal, non-transferable and non-exclusive licence 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 GN 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 licence granted by GN pursuant to this clause 9.1 is co-terminus with the Contract Term for the Service with which the Software is associated.
- 9.2. The Customer must not, without GN's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to GN 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 GN or its supplier.
- 9.3. Neither Party acquires any rights to the other Party's patents, copyrights or other intellectual property under this Contract except the limited rights necessary to perform its obligations under this Contract.
- 9.4. Neither Party may use any Marks of the other Party.
- 9.5. GN warrants that it has all rights, authorizations and licenses required to provide the Service and Software licenses granted to the Customer.

## **10. INTELLECTUAL PROPERTY INDEMNITIES**

- 10.1. GN 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 GN's provision of the Service. As a condition of this indemnity, the Customer must:
- (a) notify GN promptly in writing of any allegation of infringement;
  - (b) make no admission relating to the infringement;

- (c) allow GN to conduct all negotiations and proceedings and give GN all reasonable assistance in doing so (GN will pay the Customer's reasonable expenses for such assistance); and
  - (d) allow GN 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 GN 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, GN, 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 GN on reasonable terms, GN may 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 GN or to infringements occasioned by work done by GN 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 GN 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 GN the employees of a GN 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 will 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 will begin on the OSD and are fixed for the Committed Term. All Charges will be calculated in accordance with the charging information attached to the Order Form and the details recorded by, or on behalf of, GN. GN will add all applicable taxes to GN's invoices as appropriate.



- 12.2. The Customer will pay:
- (a) the Service Charges, monthly in advance;
  - (b) the Standard Connection Charge, or as pursuant to clause 15.3(a), within twenty eight (28) days of the date of GN's invoice; and
  - (c) Any Additional Charges, within twenty eight (28) days of the date of GN's invoice.
- 12.3. GN may charge daily interest on late payments at a rate equal to 3% (three percent) per annum above the base-lending rate of Barclays Bank plc.
- 12.4. The Customer acknowledges that the Customer may be subject to GN's credit vetting procedures and that GN may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.
- 12.5. GN may charge the Customer for the Service as if the Service were fully installed if the Customer introduces an unreasonable delay during installation of any equipment required for the delivery of the Service (the "**Delay Charges**"). An unreasonable delay includes but is not limited to situations where the Customer fail to grant any GN employee, agent or contractor access to any Site to commission the Service within 5 Working Days after GN's request for access.

### **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 will 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. GN's liability to the Customer for failure to provide the Service in accordance with the Service Schedule will be limited to the amounts payable to the Customer as set out in the Service Level Agreement.
- 13.4. If a Party is in breach of any obligations under this Contract (or any part of it) to the other Party or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to clauses 13.1, 13.2, 13.3 and any limitation of liability set out in the Service Level Agreement or Service Schedule, such Party's liability to the other Party will be limited to 125% of the Service charges due in that calendar year for all events (connected or unconnected) in any period of 12 (twelve) consecutive calendar months.

### **14. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY**

- 14.1. Neither Party will be liable for performance of its obligations caused by or resulting from force majeure that will 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 GN and where there is no alternative Service available at reasonable cost; or
- (b) GN being prevented by restrictions of a legal or regulatory nature from supplying the Service.

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

14.4. If any of the events detailed in clauses 14.1 and 14.2 continue for more than thirty (30) 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 30 Working Days' notice to GN.

15.2. GN may terminate this Contract on 6 months' notice to the Customer.

15.3. A Customer terminating this Contract before its Minimum Period has expired will pay GN, by way of compensation, the following Termination Charges (excluding VAT):

- (a) the Standard Connection Charge if the Customer has not already paid it;
- (b) the complete Service Charge for the remainder of the Minimum Period; and
- (c) 50% of the Service Charge for the remainder of the Committed Term (excluding the Minimum Period).

15.4. A Customer terminating this Contract after its Minimum Period has expired will pay to GN the Termination Charges, by way of compensation, equal to 50% of the Service Charge (excluding VAT) for the remainder of the Committed Term (excluding the Minimum Period).

## **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;
- (b) commits a material breach of this Contract which cannot be remedied;
- (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 GN terminates this Contract pursuant to clause 16.1, the Customer will pay GN the Termination Charges due, if any, in accordance with clause 15.3.

16.3. If GN is entitled to terminate this Contract under clause 16.1, GN may, on giving prior notice, where practicable, suspend the Service without prejudice to such termination

rights and where GN subsequently exercises such right to terminate, the Termination Charges, if any, set out in clause 16.3 will accrue from the date of suspension.

- 16.4. If this Contract is terminated by GN pursuant to clause 16.1, the Customer will pay GN, by way of compensation, the Termination Charges (excluding VAT) due, if any, in accordance with clause 15.3.

## **17. CHANGES TO THIS CONTRACT**

- 17.1. 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**

- 18.1. 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 will not be unreasonably withheld.
- 19.2. This Contract will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.
- 19.3. GN may subcontract the performance of any of its obligations under this Contract, but without relieving GN 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**

- 20.1. Subject to paragraph 3.3 (c) of the Conditions, all notices given under this Contract will be in writing, unless the Parties agree otherwise, and will be sent by prepaid post or email to the addresses below, or to any other address or addressee either Party has given to the other for that purpose.

(a) To GN :

- (i) Post: at the address of GN's office shown on the Order Form or on the Customer's last bill or any alternative address that GN notifies to the Customer;
- (ii) Email: sales@G.Network or any alternative address that GN notifies to the Customer;

(b) To the Customer: at the address to which the Customer asks GN to send bills, the address of the Customer's premises, or if the Customer is a limited company, its registered office.

## 21. LAW AND JURISDICTION

This Contract and any disputes arising out of or in connection with it is governed by the law of England and both parties submit to the exclusive jurisdiction of the English Courts.

## 22. MISCELLANEOUS PROVISIONS

- 22.1. **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 will not be modified or amended except in writing and signed by authorised representatives of both Parties.
- 22.2. **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.
- 22.3. **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.
- 22.4. **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.
- 22.5. **Survival of Obligations:** The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Contract, will survive termination, cancellation or expiration of this Contract.
- 22.6. **Rights of Third Parties:** Other than any Affiliate of GN (who will 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 that exists or is available apart from that Act.
- 22.7. **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.
- 22.8. **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.
- 22.9. **Customer Satisfaction Surveys:** Each Party agrees to co-operate with the reasonable requirements of the other Party in relation to customer satisfaction surveys organised by or on behalf of that Party.

## **SERVICE SCHEDULE**

### **1. DESCRIPTION OF THE SERVICE**

- 1.1. The Service offers a range of data services that allow the Customer to connect to the Internet using a range of access methods at a variety of speeds over the GN Network.
- 1.2. The access method consists of either:
  - (a) a direct connection where the Service is delivered via digital fixed links and terminated on NTE at the Site enabling GN to manage the Service up to the NTE; or
  - (b) a direct connection where the Service is delivered via digital fixed links and terminated on a customer managed NTE at the Site for a No Router Option.
- 1.3. GN will provide direct Internet access under price bands as set out in the Order Form.
- 1.4. GN will configure or provide, as applicable:
  - (a) The relevant Service Level Agreement;
  - (b) both un-contended or contended and symmetrical bandwidth as set out in the Order Form;
  - (c) static or dynamic routed IP addresses as set out in the Order Form;
  - (d) static assigned IPv4 and IPv6 addresses as set out in the Order Form; and
- 1.5. GN will configure and calculate the Service Charges for the Service to include one option from each of the following categories as set out in the Order Form:
  - (a) a range of access speeds that are available to deliver the required bandwidths;
    - (i) 10Mbps Fibre
    - (ii) 20Mbps Fibre;
    - (iii) 50Mbps Fibre;
    - (iv) 100Mbps Fibre;
    - (v) 300Mbps Fibre;
    - (vi) 500Mbps Fibre;
    - (vii) 1Gbps Fibre; and
    - (viii) 10Gbps Fibre;
  - (b) bandwidths available from 10Mbps to 10Gbps in varying increments based on Ethernet speeds, notwithstanding that the actual IP throughput of which will be dependent upon the IP applications used by the Customer;
  - (c) either Enhanced Care or Express Care; and
  - (d) 1, 3 or 5 year Minimal or Committed Term.

### **2. GN RESPONSIBILITIES**

- 2.1. The GN Network is managed 24 hours a day, 7 days per week including Public Holidays.
- 2.2. If the System Administrator reports a fault in Service GN will respond by carrying out

one or more of the following actions:

- (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
- (b) where possible, carrying out diagnostic checks from GN premises; or
- (c) visiting the relevant Site if GN's action under clauses 3.2(a) and 3.2(b) of this Service Schedule does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by GN.

2.3. GN will take all proper steps without undue delay to correct any reported fault in the Service.

2.4. GN is only responsible for faults on the GN Network. If GN does work to correct a reported fault and finds there is none, the Customer will pay GN's reasonable charges for the work carried out as an Additional Charge.

### **3. CUSTOMER RESPONSIBILITIES**

3.1. The Customer is responsible for ensuring that the Customer's equipment connected to the GN Network conforms to the interface specifications and routing protocols specified by GN.

3.2. The System Administrator must report faults in the Service to the Helpdesk.

3.3. The Contract for the provision of the Service is between GN and the Customer. Where the Customer, utilising the Service, enters into contracts with its customers, the Customer remains responsible to GN under this Contract. Any contracts the Customer has with such customers for the provision of IP or other services utilising the Service are entirely the Customer's responsibility. The Customer will:

- (a) include in its contracts with its customers conditions of use equivalent to those in clause 7 of the Conditions;
- (b) ensure that its customers have only a single IP address within the Customer's network; and
- (c) provide a support function for the provision of support to its own customers connected to its network who must be required and directed to use this route to report all faults, queries and complaints. For the avoidance of doubt, GN will have no responsibility for provision of support to the Customer's own customers.

### **4. LAN ACCESS**

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

- (a) providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service;
- (b) configuration of the IP router; and
- (c) the appointment of a System Administrator.

4.2. The Customer acknowledges that GN is not responsible for providing any support whether technical or otherwise, to the Customer's LAN.

4.3. Where IP addresses are allocated to the Customer, these are for use in connection

only with the Service and all rights in those IP addresses belong to GN. The Customer cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Contract is terminated for any reason the IP addresses will revert to GN.

**5. CANCELLATION**

5.1. The Customer may cancel the Service at any time prior to the OSD, subject to the payment of any Delay Charges due pursuant to clause 12.5 of the Conditions as well as the following Additional Charges for costs incurred in preparation by GN:

Cancellation Request Received by GN	% of Standard Connection Charge Payable
At any time after the Customer has received confirmation of the order being placed, up until GN confirms the CCD to the Customer	0%
At any time after GN has confirmed the CCD to the Customer	100%

5.2. The Standard Connection Charge is indicated in the Order Form

5.3. In addition to the above Additional Charges, where the Customer has agreed to Excess Construction Charges, the Customer will also pay, by way of compensation, the full cost of any additional work which has been specifically incurred prior to the cancellation request being received by GN, such costs to be notified to the Customer by GN.

**6. PROVIDER INDEPENDENT RESOURCES**

6.1. GN is required by Reseaux IP Europeens (“**RIPE**”) to include the following conditions where the Customer takes Provider Independent Resource(s) (“**PIR**”) with the Service:

- (a) GN is responsible for liaising with the Customer and the Customer will respond to GN’s requests in order to keep registration records up-to-date;
- (b) The Customer will provide up-to-date registration data to GN and the Customer acknowledges and agrees that some or all of this registration data will be published in the RIPE WHOIS database; and
- (c) The Customer acknowledges and agrees that:
  - (i) none of the PIR may be sub-assigned to a third party;
  - (ii) registration fees will be paid by the Customer to GN for the PIR;
  - (iii) the PIR will return by default to the RIPE Network Coordinating Centre if the Customer cannot be contacted and/or any registration fees are not paid to GN;
  - (iv) the use of PIR is subject to RIPE policies as published on the RIPE web site and which may be amended from time to time; and
  - (v) violation of RIPE policies is a material breach of the Contract and the PIR will return by default to the RIPE Network Coordinating Centre.