

belcom247

General Terms and Conditions

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1 Interpretation

- 1.1 **“Acceptance”** means the acceptance of the Services by the Customer or deemed acceptance as per the provisions stipulated in Clauses 5.4 to 5.7 of these General Terms and Conditions.
- 1.2 **“Affiliate”** means with respect to any Party, any legal entity controlling, controlled by or under the same control as such Party; where control (including, with correlative meanings, the terms “controlled by” and controlling) means the possession of the power to direct the management and policies of such person, whether through ownership interests, by contract or otherwise.
- 1.3 **“Agreement”** means this agreement between the Customer and belcom247 consisting of the Purchase Order accepted by both Parties, the Specific Terms and Conditions for the Services ordered, these General Terms and Conditions and any other relevant document accepted by both Parties in writing.
- 1.4 **“Artefacts”** shall be understood to include analyses, designs, documentation, reports, recommendations, quotes, software, as well as preparatory materials.
- 1.5 **“Belcom247”** or **“belcom247”** means Bellcom UK Limited (trading as “belcom247”, a company registered in England and Wales (Registered No. 5459035) whose office is at Unit 10, The Pines Business Park, Broad Street, Guildford GU3 3BH, United Kingdom.
- 1.6 **“Business Day”** means any day on which commercial and financial markets are open for trading where the work is being carried out. In Europe, a Business Day is any day other than a Saturday or Sunday or a public or bank holiday.
- 1.7 **“Business Hours”** 9.00am-5.00pm on any Business Day.
- 1.8 **“Charge”** means a fee for an act, service or labour rendered by belcom247.
- 1.9 **“Commencement Date”** means the date referred to as such in the relevant Purchase Order.
- 1.10 **“Confidential Information”** means all information obtained in connection with the discussions leading up to or the performance of this Agreement in whatever form or media obtained (and whether verbal, electronic or written) which is marked or notified to the recipient as being confidential, or which in the normal course of business would be considered to be of a confidential nature.
- 1.11 **“Contract Price”** means the sum stated in the Purchase Order together with such additions or deductions as may be allowed under these General Terms and Conditions.
- 1.12 **“Customer”** means _____, a company registered in _____
(Company Registration Number _____) whose office is at _____.
- 1.13 **“Customer Equipment”** means the Customer’s Equipment and the Equipment of the Customer’s customers installed by the Customer, its agents and sub-contractors (or by the Customer’s customers and their agents and sub-contractors) on the Site(s) from time to time pursuant to this Agreement and excluding, for the avoidance of doubt, belcom247’s property.
- 1.14 **“Equipment”** means any hardware (including multiplexers, routers, batteries, cabling, cabinets, patch panels and containment) and documentation relating thereto for the delivery of the Services.

- 1.15 **“Force Majeure”** has the meaning set out in Clause 22.1.
- 1.16 **“Goods”** means any good which belcom247 supplies to the Customer (including any of them or any part of them) under an Agreement;
- 1.17 **“Initial Term”** means the minimum term of this Agreement as stated in the relevant Purchase Order.
- 1.18 **“Intellectual Property Rights”** means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, copyright, database rights, domain names and any other rights in any invention, discovery or process, in each case in any country in the world and together with all renewals and extensions.
- 1.19 **“Materials”** means all items such as raw materials, standard and specialised parts, and sub-assemblies used by belcom247 to provide Services and Projects. This excludes tools and test sets.
- 1.20 **“OPM”** means the Operational Procedure Manual agreed between the parties, provided to the Customer prior to service commencement and updated from time to time.
- 1.21 **“Party”** means a party to this Agreement, belcom247 or the Customer, together referred to as the **“Parties”**.
- 1.22 **“Payment Liability”** means the Charges already invoiced to the Customer for Services supplied by belcom247 and Charges which shall be due for Services already provided by belcom247 but yet to be invoiced (in both cases including any disputed amounts).
- 1.23 **“Price”** means the consideration paid or to be paid for acts, services, or labour carried out by belcom247.
- 1.24 **“Project”** means a set of tasks undertaken by belcom247 under the terms of the Agreement, the objective of which is to achieve the result as specified in the project scope outlined in the Proposal.
- 1.25 **“Proposal”** means the document sent by belcom247 to describe the services to be provided to the Customer and the pricing thereof.
- 1.26 **“Purchase Order”** means either the order issued by the Customer based on a belcom247 quote, signed by the Customer and accepted by belcom247, or the document describing the services to be provided and the price, signed and therefore accepted by the Parties, whichever is relevant.
- 1.27 **“Required Insurance Policy”** means a public liability insurance policy providing indemnity in respect of any legal liability of the Customer to third parties arising out of or in connection with the Agreement, including in respect of any liability to belcom247 (under a contractual liability extension if appropriate).
- 1.28 **“Service”** or **“Services”** means the service or services provided or to be provided by belcom247 under this Agreement.
- 1.29 **“Service Credits”** means the amounts to be credited against the Services Charge in accordance with the provisions set out in the Specific Terms and Conditions attached hereto for the relevant Service.

- 1.30 **“Service Order”** means each contract, comprising a Purchase Order issued by the Customer and confirmation notice provided to the Customer by belcom247, for the supply of a Service, Project or Goods under this Agreement.
- 1.31 **“Service Levels”** means the levels of performance to which the Services are to be provided by belcom247 and below which Service Credits become payable in accordance with the provisions set out in the Specific Terms and Conditions for the relevant Service attached hereto.
- 1.32 **“Site”** means any land, office, building, factory or other place where belcom247 is to execute the Services in whole or in part.
- 1.33 **“Tangible Property”** means any Equipment (excluding all or any data or programme installed or stored on such Equipment at any time), furniture, fixtures, tools, signs, machinery or supplies installed, stored or used by the Customer on the Site(s).
- 1.34 **“Terms and Conditions”** means the general terms and conditions set out in this document together with any specific terms and conditions agreed in writing between the Customer and belcom247.
- 1.35 **“Trouble Ticket”** means the fault log relating to the Services that is raised by the Customer via a call to belcom247 helpdesk. Each fault is promptly logged and given a system-generated unique identification number and an open and close time and date stamp.
- 1.36 **“VAT”** means Value Added Tax.
- 1.37 The expressions **“in writing”** and **“written”** include facsimile transmission and e-mail.

2 Scope of the Agreement, Included Documents and Order of Precedence

- 2.1 These General Terms and Conditions as well as the relevant Specific Terms and Conditions and any other relevant document mentioned below constitute the Agreement between the Parties.
- 2.2 The Agreement describes the terms by which the Customer may purchase Services and Goods from belcom247. In the case that the Customer wishes to acquire Goods from belcom247 the provisions of these General Terms and Conditions will apply except those specifically excluded in the Specific Terms and Conditions for Sales of Goods (Appendix 5).
- 2.3 In the event of inconsistency or ambiguity between any of the components of this Agreement the following document hierarchy shall apply, listed in declining order of precedence:
- Purchase Order,
 - Specific Terms and Conditions,
 - General Terms and Conditions,
 - Any other relevant document accepted by both Parties in writing.

3 Service Scope

- 3.1 Belcom247 shall provide all supervision, labour, materials, transport, plant, tools, equipment and facilities necessary to perform such Services, except for any items which are to be provided by the Customer, in accordance with the Agreement.

- 3.2 Belcom247 shall carry out the Services detailed in the Purchase Order in a professional manner consistent with industry standards, in compliance with the Service Levels set out in the Service Level Guarantees as described in Section 8, in the relevant Specific Terms and Conditions and the procedures set out in the OPM, in accordance with applicable legislation in the relevant jurisdiction(s), and shall conform to the Customer's specifications and other relevant specifications. Belcom247 shall use first class quality materials and workmanship of their respective kinds and undertakes that the design, workmanship and materials used will be fit to achieve the purpose for which the Services are required, either as specified by the Customer expressly in the Agreement or as may be implied from the Agreement; and belcom247 further acknowledges that in performing the Services the Customer is reliant upon belcom247's skill and judgment.

4 Access to the Customer Site(s)

- 4.1 The Customer shall give belcom247 access to the Site(s) for the purpose of carrying out the Services at such reasonable and mutually agreed times as may be specified in the Agreement or, if not so specified, as may reasonably be required by belcom247 to carry out the Services in accordance with the Agreement.
- 4.2 While on a Customer Site belcom247 shall comply strictly with all applicable statutory enactments and regulations, by-laws or other regulations of local authorities, instructions from any Safety Officer and any of the Customer's procedures which have been communicated to belcom247.
- 4.3 The Customer shall have the right to require belcom247 to remove immediately from the Site any employee or sub-contractor who has failed to comply with any of the above enactments, regulations, rules, or instructions.
- 4.4 Belcom247 shall be solely responsible for the suitability and safety of any equipment or tool used by it and shall not use any equipment or tools which may be unsuitable, unsafe or likely to cause damage.

5 Service Delivery and Acceptance

- 5.1 The description of the Services will be as set out in belcom247's quotation. All drawings, descriptive matter, specifications and advertising issued by belcom247 and any descriptions or illustrations contained in belcom247's catalogues, brochures or any other promotional materials are illustrative only. They form no part of any contract between belcom247 and the Customer should not rely on them in entering into any contract with belcom247. This is not a sale by sample.
- 5.2 Belcom247 may make any change to the technical parameters, specifications and design of, or materials used for the Services which
- 5.2.1 are required to conform with any applicable safety, statutory or regulatory requirement; or
- 5.2.2 do not materially affect their quality or performance.
- 5.3 Unless otherwise provided in this Agreement, performance of the Services will take place during belcom247's Business Hours.

- 5.4 Where the Purchase Order provides for the Services to be carried out to any specified standard or performance requirement, the Customer shall be given five (5) Business Days to carry out such examination or tests of the Services performed by belcom247 as may be specified in the Purchase Order in order to satisfy itself that the Services have been performed to the standards or performance requirements specified in the Agreement.
- 5.5 If the Services satisfy such tests or examination, the Customer will accept them by signing the belcom247's "Job Completion Form" form, an example of which is provided in Appendix 6.
- 5.6 If the Services do not satisfy such tests or examination, then the Customer may reject such Services and require that belcom247 carry out such further work as may be necessary so that the Services do reach the required standard or performance requirements. Once belcom247 has carried out such work and advised the Customer accordingly, the Customer will then repeat the tests or examination, and if the Services then satisfy the tests or examination, the Customer will accept them.
- 5.7 Should the Customer neither accept nor reject the Service within five (5) Business Days of the Customer being advised by belcom247 that the Service is compliant with the standard or performance requirement specified in the relevant Purchase Order, the Service shall be considered Accepted.

6 Passing of Property and Risk

- 6.1 All Materials will remain the property of belcom247 until belcom247 has received in full (in cash or cleared funds) all sums due to it in respect of the Services and all other sums which are due to belcom247 from the Customer on any account. Risk in the Materials will pass to the Customer from the date of delivery.
- 6.2 Until such payment has been cleared, the Customer shall be in possession of the Materials solely as bailee for belcom247 and in fiduciary capacity, and the Customer shall store the Materials in such a way as to enable them to be identified as the property of belcom247. Until ownership of the Materials has passed to the Customer, the Customer must not destroy, deface or obscure any identifying mark or packaging on or relating to the Materials and must maintain the Materials in satisfactory condition insured on belcom247's behalf for their full price against all risks.
- 6.3 The Customer's right to possession will terminate immediately upon the occurrence of any event which would allow belcom247 to terminate the Agreement for breach by the Customer under Sections 16 or 17.
- 6.4 Belcom247 reserves the right of inspection or re-possession of any Materials to which it has retained title as aforesaid and thereafter to re-sell the same and for this purpose the Customer hereby grants an irrevocable right and licence to belcom247's employees and agents to enter, with or without vehicles, during Business Hours, any premise where the Materials are or may be stored. The right shall continue to subsist notwithstanding the termination of the Agreement for any reason and is without prejudice to any accrued right of belcom247.
- 6.5 Notwithstanding the foregoing provisions of this Section 6 the Customer shall be entitled to use the Materials in the ordinary course of its business.

7 Nominated Representatives

- 7.1 Belcom247 and the Customer shall each appoint Nominated Representatives, each having specific areas of responsibilities. Each Nominated Representative shall be the first point of contact for all matters relating to his/her area of responsibilities, and he/she shall be authorised to make decisions relating to his/her respective areas on behalf of the Party he/she represents.
- 7.2 The Parties' first Nominated Representatives' list is provided in Appendix 7. Each Party shall notify the other of any change in the identity of its Nominated Representatives within twenty four (24) hours of the change becoming effective.

8 Service Level Guarantees

- 8.1 Provided that the Customer is complying with each and every obligation of the General Terms and Conditions and relevant Specific Terms and Conditions under which belcom247 supplies the Customer with the Service(s), belcom247 shall use its best endeavours to ensure that the Service(s) it provides meet the Service Levels described in the Specific Terms and Conditions for the relevant Service(s)
- 8.2 In the event that belcom247 fails to meet the Service Levels, the Customer shall be entitled to the credits detailed in the Specific Terms and Conditions attached hereto for the relevant Services. Credit allowances do not apply to interruptions (i) caused by the Customer; (ii) due to failure of power or equipment provided by the Customer or others; (iii) during any period in which belcom247 is not given access to the Site; and (iv) due to scheduled maintenance and repair.
- 8.3 The Customer's sole and exclusive remedy in respect of any failure to meet the Service Levels set out this Agreement shall be compensation in the form of Service Credits as set out in the Specific Terms and Conditions attached hereto for the relevant Service. Belcom247 shall not be considered in breach of this Agreement in the event of Service interruptions or failure to meet the Service Levels set out this Agreement.
- 8.4 All personnel employed by belcom247 for the purpose of performing this Agreement shall be fully trained, suitably qualified and experienced, and shall fulfil their duties in a professional, ethical manner, consistent with belcom247's commitment to high standards of behaviour.
- 8.5 The Customer acknowledges that belcom247 cannot (and does not) guarantee, represent or warrant that the Services will be uninterrupted.

9 Quoting and Pricing

- 9.1 The Contract Price is based on the information supplied by the Customer at the time of issuance.
- 9.2 Unless otherwise indicated in the Quote or Proposal, the Contract Price is valid for one month from the issue date, provided that belcom247 has not previously withdrawn it, and does not constitute an obligation of any kind unless otherwise agreed with the Customer in writing.

- 9.3 Unless otherwise stated all Prices and Charges payable by the Customer under this Agreement shall be exclusive of VAT or any other applicable tax. Belcom247 shall add any such applicable tax to its invoices which shall be paid by the Customer.
- 9.4 The Charges payable by the Customer shall be the then current Prices for the Services less any Service Credit or discount.
- 9.5 All Prices shall be stated, invoiced and paid in Great Britain Pounds (£), unless otherwise agreed by the Parties.

10 Ordering Process

- 10.1 If the Customer wishes to place an order then the Customer shall complete a Purchase Order for the required Service and submit it to belcom247.
- 10.2 By way of acceptance of the Purchase Order, belcom247 shall issue an acceptance notification together with the Terms and Conditions set out in this Agreement.

11 Order Amendments and Cancellations

- 11.1 Belcom247's representatives and operatives have strict instructions not to carry out any additional or variation work unless in receipt of written instructions from the Customer.
- 11.2 The Customer may by notice in writing to belcom247 propose to vary the Services in any respect. Upon receipt of any such notice belcom247 shall advise the Customer in writing of any alteration to the Contract Price or other of belcom247's obligations which would result from the variation. The Customer shall then either:
- (a) confirm the variation request in writing with such amendment to the Contract Price and belcom247's obligations as the parties may have agreed; or
 - (b) sign a new Purchase Order issued by belcom247 for the requested variation; or
 - (c) withdraw the variation request.
- 11.3 In the event that any task is expected to take longer than the estimate man-days, belcom247 shall issue a written change order. Upon receipt of a signed change order by a Nominated Representative belcom247 shall undertake the additional tasks.
- 11.4 In the event that the Customer requests amendments to the description of the Goods or Services set out in the quotation issued by belcom247, such amendments may be accepted at belcom247's discretion by sending to the Customer an order acknowledgement endorsed "Amended". The quantity, quality and description of and any specification for the Goods or Services shall be as set out in the quotation or amended quotation, if any, issued by belcom247.
- 11.5 Subject to Clause 15.17, the Customer may not cancel the Contract unless expressly agreed in writing by an authorised representative of belcom247.
- 11.6 In the event that the Customer instructs belcom247 to provide the Services outlined in the quotation, through the issuance of a Purchase Order, and subsequently cancels the Purchase Order, due to no fault of belcom247 and prior to Acceptance of the Goods or Services, the Customer shall reimburse belcom247 for any cost incurred by belcom247 prior to cancellation.

12 Invoicing and Payment

- 12.1 Unless otherwise agreed in writing by the Parties, belcom247 may invoice the Customer as follows:
- 12.1.1 non-recurring charges will be invoiced in arrears;
 - 12.1.2 recurring charges are payable in advance and may be invoiced one (1) month prior to the beginning of the service period they relate to.
- 12.2 Time for payments shall be of the essence.
- 12.3 All payments by the Customer shall be either collected by belcom247 by direct debit or made in cleared funds, at belcom247's discretion, within thirty (30) days of the invoice date.
- 12.4 The Customer shall pay all sums payable by it under this Agreement free and clear of any deduction (except for credit notes issued by belcom247) or withholding unless the law requires a deduction or withholding to be made, and without any restriction or condition for or on account of any counterclaim. If a deduction or withholding is so required, the Customer shall pay such additional amount as shall ensure that the net amount belcom247 receives equals the full amount which it would have received had the deduction or withholding not been required.
- 12.5 In the event that any amount due under this Agreement is not paid within 30 calendar days of the invoice date, the Customer shall be considered in breach of a material obligation of this Agreement, and belcom247 may without prejudice to any of its other rights under this Agreement
- 12.5.1 send a notice to the Customer by email requesting immediate payment of the outstanding amount. If within five (5) Business Days the outstanding amount due has still not been received in full, belcom247 shall be entitled to forthwith suspend or terminate the execution of the Agreement and/or the relevant Service without further liability by sending a written notice to that effect to the Customer. If the outstanding amount relates to Installation Services, and Materials have been provided as part of the Service, belcom247 shall be entitled to access the Site(s) where the Materials are located, de-install and re-possess them. The Customer shall then also become liable for the payment of de-installation and transport charges to belcom247; and
 - 12.5.2 charge the Customer, who will then become liable for the payment of, interest on the outstanding amount at the Bank of England rate + five percent (5%), calculated on a monthly basis without notice of default being required, and until the full outstanding amount has been received by belcom247, both before and after any judgement.
- 12.6 The provisions in Clause 12.5 shall not prevent belcom247 from taking legal action to recover the amounts due under this Agreement.
- 12.7 The Customer shall indemnify belcom247 against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred by belcom247 in recovering sums due from the Customer or in exercising its rights pursuant to Clauses 12.5 and 12.6, with a minimum charge of four hundred and fifty Great Britain Pounds (£450).
- 12.8 If payments received from the Customer are not stated to refer to a particular invoice belcom247 may apply such payments to any outstanding invoice.
- 12.9 Notwithstanding the provisions described above in this Section 12, the Customer will have 30 calendar days to dispute any invoice from the invoice date. If belcom247 validates the dispute, it will provide a credit note to the customer.

- 12.10 Should the Customer wish to dispute the Charges, it shall notify belcom247 in writing within fifteen (15) days of the invoice date identifying clearly the disputed part of an invoice and the reasons why it is challenged.
- 12.11 No interest shall be payable on any disputed amounts that are ultimately found (by a final court of competent jurisdiction) not to be payable.
- 12.12 Belcom247's failure to hold the Customer strictly to the terms of Clause 12.5.2 shall not diminish belcom247's right to enforce this same clause at a later date if it so desires.

13 Financial Security

- 13.1 For the purposes of this Agreement, "Financial Default" means the occurrence of any of the following events:
- (a) the Customer is categorised as a Credit Risk by belcom247 in accordance with Clause 13.3;
 - (b) the Customer fails to pay any amount due to belcom247 before the due date, and belcom247 has issued a written reminder notice to the Customer specifying the amount payable, and the Customer has failed to pay this outstanding amount within five (5) Business Days of belcom247's reminder notice;
 - (c) the Customer ceases to carry on business;
 - (d) the Customer makes any composition or arrangement with its creditors, or proposes any voluntary arrangement with its creditors, or scheme of arrangement approved in accordance with the UK Insolvency Act 1986;
 - (e) the Customer has an application made to the Court for the appointment of an administrator or an administrative receiver over all or part of its assets;
 - (f) the Customer has a liquidator, receiver, or administrator of its business;
 - (g) the Customer has a winding-up order made, or (except for the purposes of solvent amalgamation or reconstruction) a resolution for voluntary winding-up passed;
 - (h) Any event analogous to the events set out in this Clause occurs in relation to the Customer where such company is not registered in England and Wales.
- 13.2 As a result of a Financial Default of the Customer, belcom247 may send a written Financial Security Notice to the Customer. The Financial Security Notice will specify that one or more of the following financial securities (the "Financial Security") may be required by belcom247:
- (a) Payments to belcom247 on a monthly in advance basis equal to the Recurring Charges. The first such payment shall be prorated from the date of the Financial Security Notice to the end of the month in which the Financial Security Notice is issued. The Customer shall ensure that the monthly amount is received by belcom247 at least five (5) Business Days prior to the first day of each month to which the payment relates. In the event that the actual amount payable exceeds the Monthly Recurring Charges in any month, belcom247 shall invoice the Customer for the excess;
 - (b) Any other financial security as agreed between the Parties in writing.
- 13.3 The Customer shall constitute a credit risk (a "Credit Risk") in the event that, in belcom247's reasonable opinion, any of the following events has occurred:
- (a) Any of the directors of the Customer is an undischarged bankrupt, appears on the disqualified director list, or has any other type of insolvency indicator recorded against

- him or her, whether or not such event could reasonably be said to affect the Customer's credit rating;
- (b) A report produced by an external credit agency indicates that the recommended credit level each month is less than the Monthly Recurring Charges for that month, or that is advisable for belcom247 to obtain financial securities;
 - (c) There is other relevant, credible information publicly available about the Customer's credit rating that indicates it is advisable for belcom247 to obtain financial securities (and belcom247 has a good faith belief that the Customer's ability to pay when due is in question);
 - (d) No information can be obtained on the Customer, its directors or partners.
- 13.4 If, in belcom247's reasonable opinion, the Customer constitutes a Credit Risk or is in Financial Default, belcom247 may at its election and upon notice to the Customer
- (a) decline to take any further Service Order from the Customer; and/or
 - (b) suspend the provision of any Service to the Customer if, after belcom247 has given notice to the Customer of its failure to meet belcom247's credit criteria, the Customer fails to agree with belcom247 any reasonable assurance on payment terms of a Service Order.
- 13.5 Nothing in this Section 13 shall limit, restrict or prejudice to any other rights and remedies available to belcom247 under this Agreement.

14 Insurance

- 14.1 Each Party shall, prior to the Commencement Date, at its own cost, take out and maintain in force throughout the duration of the Agreement, an insurance policy ("the Required Insurance Policy") compliant with the provisions of this Section 14 and any other insurances as may be required by law.
- 14.2 Without prejudice to their liabilities under the Agreement each Party shall insure with a reputable insurance company against death or injury to persons and loss or damage to physical property, including the Goods the subject matter of the Agreement, arising out of their obligations under the Agreement, and shall if so requested by the other, provide proof of such insurance. Such insurance shall include the insured Party having adequate professional indemnity insurance.
- 14.3 The Customer shall ensure that the Required Insurance Policy contains provisions:
- 14.3.1 providing for coverage in force with a limit of indemnity of not less than two million pounds (£2,000,000) in any one occurrence/unlimited in the number of occurrences in a policy period; and
 - 14.3.2 that it operates, save for the limit of indemnity (as defined in Clause 14.3.1), in the same manner as if there was a separate policy with and covering each insured party without right of contribution from any other insurance which is carried by an insured party.
- 14.4 The failure of a Party to take the Required Insurance Policy will be considered a breach of a material obligation of this Agreement.
- 14.5 Neither the Customer nor its servants or agents shall take, or fail to take, any action, or (insofar as it is reasonably within its power) permit anything to occur which will entitle any insurer to

refuse to pay any claim under the Required Insurance Policy or which might otherwise prejudice the Required Insurance Policy.

- 14.6 The Customer shall not bring any claim or action against belcom247 (or any of its agents, servants, employees or subcontractors) in respect of any loss or damage which the Customer could recover under the Required Insurance Policy or any insurance required by law (whether or not such insurance has in fact been effected or, if effected, has been vitiated as a result of any act or omission of the Customer or any of its employees, servants, agents or subcontractors).
- 14.7 The Customer shall:
- 14.7.1 give belcom247 immediate notification of any claim concerning the Agreement which could be brought under the Required Insurance Policy accompanied by full details of the incident giving rise to the claim; and
 - 14.7.2 diligently deal with all claims relating to the Required Insurance Policy and in accordance with the insurer's requirements.
- 14.8 All insurance premiums and deductible payments in relation to the Required Insurance Policy shall at all times be the responsibility of the Customer.
- 14.9 Neither failure to comply nor full compliance with the insurance provisions of this Agreement shall limit or relieve the Customer of its liabilities and obligations under this Agreement.

15 Warranties, Limitations of Liability and Indemnities

- 15.1 The Customer warrants and represents to belcom247 as follows:
- 15.1.1 that it has all requisite consents, licences and authorities (whether statutory or otherwise) that are applicable or required in connection with the performance of its obligations under this Agreement and shall fully comply with its obligations under the same and under all relevant laws;
 - 15.1.2 the use and possession of the Customer Equipment by belcom247 and the provision of any Services in the proper discharge of belcom247's obligations under this Agreement will not infringe any Intellectual Property Rights of any third party in any country;
 - 15.1.3 the information provided to belcom247 in respect of the Customer Equipment is complete and accurate;
 - 15.1.4 the execution and performance of this Agreement is within the Customer's power and authority.
- 15.2 Subject to Clause 15.13, the Customer shall indemnify belcom247 against any and all costs, expenses, liabilities, losses, damages, claims, demands and judgments which belcom247 incurs or suffers as a result of:
- 15.2.1 any claim that the presence of the Customer Equipment on the Site or the provision of the Services in respect of the Customer Equipment infringes the Intellectual Property Rights of any third party in any country;
 - 15.2.2 any claim arising from the content or data stored on or transmitted through the Customer Equipment; and

- 15.2.3 any claim arising out of the accidental, intentional or negligent acts or omissions of the Customer and customers of the Customer and its and their employees, agents and sub-contractors or any defects in the Customer Equipment.
- 15.3 Belcom247 warrants and represents to the Customer as follows:
- 15.3.1 that it will, and will use all reasonable endeavours to procure that its agents and sub-contractors, provide the Services with reasonable care and skill and in accordance with industry standards and the Service Levels; and
- 15.3.2 the provision and use of the Services in accordance with this Agreement does not infringe any Intellectual Property Rights of any third party in any country; and
- 15.3.3 that it has all requisite consents, licences and authorities (whether statutory or otherwise) that are applicable or required in connection with this Agreement and shall fully comply with its obligations under the same and under all relevant laws; and
- 15.3.4 the execution and performance of this Agreement is within belcom247's power and authority.
- 15.4 Subject to Clause 15.6 below belcom247 shall indemnify the Customer against all losses, costs, damages and expenses arising out of the death or injury to any person, or the loss or damage to any physical property, other than the Goods the subject of work under the Agreement, to the extent that the same is due to or arises out of any act, default, negligence or breach of statutory duty of belcom247, its employees, agents or subcontractors and against all actions, claims demands or proceedings in respect thereof.
- 15.5 Subject to Clause 15.6 below the Customer shall indemnify belcom247 against all losses, costs, damages and expenses arising out of the death or injury to any person, or the loss or damage to any physical property to the extent that the same is due to or arises out of any act, default, negligence or breach of statutory duty of the Customer, its employees, agents or subcontractors (other than belcom247, its employees, agents or subcontractors) and against all actions, claims, demands or proceedings in respect thereof.
- 15.6 The following provisions set out the entire liability of each Party (including, without limitation, any liability for negligence and for the acts and omissions of their respective employees, agents or subcontractors) to the other in respect of any act or omission, including:
- 15.6.1 any breach by that Party of its contractual obligations under this Agreement;
- 15.6.2 any of the Goods, or the manufacture or sale or supply, or failure or delay in supply of the Goods or provision of the Services or failure or delay in the provision of the Services or Projects by belcom247, or any negligence in connection with the Goods, Services or Projects;
- 15.6.3 any breach of statutory duty or restitution; and
- 15.6.4 any representation, statement or tortuous act or omission including (without limitation) negligence, wilful default and/or negligent misrepresentation, arising from or in connection with this Agreement.
- 15.7 Save as expressly provided to the contrary in this Section 15, the Customer is responsible for the consequences of any use of the Equipment, the uses to which it puts the Services and any loss of or damage to the Equipment save where such loss or damage arises from belcom247's Defaults.
- 15.8 The Customer agrees to indemnify, defend and hold belcom247 harmless for damages, losses, or liabilities (including reasonable attorneys' fees) (collectively, "Losses") incurred by belcom247 arising from any third party claims

- (a) arising from the Customer's material breach of any obligation, representation or warranty under this Agreement, or
 - (b) relating to any physical damage to real property, or personal injury or death, caused by the Customer or any of its Affiliates, agents or Subcontractors.
- 15.9 Except as set out in Clause 15.6 and Clause 15.15, belcom247 hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, whether express (other than those set out in this Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.
- 15.10 The limits of liability of each Party to the other in respect of the above indemnities for any one event shall be equal to one million pounds (£1,000,000), or two million pounds (£2,000,000) per series of connected events save that there shall be no limit of liability in respect of death or injury to any person.
- 15.11 Subject to Clauses 15.3, 15.4 and 15.5 above, belcom247's liability for all Defaults causing damage to the Tangible Property of the Customer will be limited to the sum of £50,000 per Footprint / Footprint (Non-Standard), or £12,500 per Quarter Rack.
- 15.12 Subject to Conditions 15.16 and 15.15, belcom247's liability for all breaches will be limited in aggregate to the price paid by the Customer in respect of the Goods or Services in the last twelve (12) months.
- 15.13 Subject to Section 9, Clauses 15.15 and 15.7 (and Section 10 of the Specific Terms and Conditions for Colocation Services if relevant), the Customer's liability in respect of any and all claims of whatsoever nature which arise and are made in respect of all Defaults and the Customer's limit of indemnity under this Agreement shall be limited to a maximum of £10,000,000 in aggregate in respect of all claims made in any rolling twelve- (12) month period (including indemnity claims).
- 15.14 Belcom247 does not exclude or limit its liability to the Customer for damage suffered by the Customer as a result of any breach by belcom247 of its obligations arising under section 12, Sale of Goods Act 1979 or section 2, Supply of Goods and Services Act 1982.
- 15.15 Neither Party excludes or limits its liability to the other:
- 15.15.1 for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - 15.15.2 under section 2(3) Consumer Protection Act 1987;
 - 15.15.3 for any matter which it would be illegal for it to exclude or to attempt to exclude its liability; or
 - 15.15.4 for its fraud (including, without limitation, fraudulent misrepresentation).
- 15.16 However, neither Party shall be liable to the other for any consequential or indirect damages arising out of its failure to perform any of its obligations under the Agreement.
- 15.17 Belcom247 will use reasonable endeavours to deliver or perform each of the Customer's orders for the Goods or Services within the time agreed when the Customer places an order and, if no time is agreed, then within a reasonable time. If, despite those endeavours, belcom247 is unable for any reason to fulfil any delivery or performance on the specified date, belcom247 will not be deemed to be in breach of the Agreement, nor (for the avoidance of doubt) will belcom247 have any liability to the Customer for direct, indirect or consequential loss, loss of profits, loss of business, depletion of goodwill and like loss howsoever caused

(including as a result of negligence) by any delay or failure in delivery or performance except as set out in this Clause.

- 15.18 The Customer acknowledges that the above provisions of Sections 14 and 15 are reasonable given: (i) the sums payable to belcom247 under this Agreement and the disproportionate size of claims that might otherwise be brought against belcom247; and (ii) the cost and availability of insurance and the obligations on the Customer under this Agreement to take out the Required Insurance Policy, and the Customer agrees to accept such provisions and to insure accordingly.
- 15.19 A claim shall be deemed to have been made against either Party on the date that such Party receives written particulars of a claim setting out the specific Default in respect of which the claim is made or indemnity relied upon with all relevant details including an estimate by the Party making the claim of the amount of the other Party's liability.
- 15.20 Each of belcom247's employees, agents and subcontractors may rely upon and enforce the exclusions and restrictions of liability in Clauses 15.17 and 15.6 to 15.15 in that person's own name and for that person's own benefit, as if the words "its employees, agents and subcontractors" followed the word belcom247 wherever it appears in those clauses save each reference in Clause 15.15.

16 Term, Renewal and Termination of the Service Order

- 16.1 Each individual Service Order shall come into force on the Acceptance Date and shall continue in force for the Initial Term as defined on the Purchase Order unless terminated early in accordance with Clauses 16.3, 16.4, 16.5 or 16.6. At the end of the Initial Term, and any subsequent period of Service, the individual Service Order will, unless terminated in accordance with Clause 16.2, automatically renew and continue in force for successive one (1) year periods, unless otherwise agreed by the Parties in writing.
- 16.2 Either Party may terminate an Service Order without further liability at the end of the respective Initial Term or any subsequent Term by giving to the other prior written notice of at least sixty (60) calendar days in advance of the expected date of termination.
- 16.3 A Party shall have the right (without prejudice to its other rights) to terminate or suspend an Service Order by notice in writing to the other in the event that the other Party defaults in due performance or observance of any material obligation relating to the Service Order under this Agreement and (in the case of a remediable breach) fails to remedy the breach within thirty (30) days of the date of the written notification sent by the non-defaulting Party, save for non-payment, where the time given to remedy the breach is five (5) business days from the written notification date.
- 16.4 Either party may terminate the Service Order by sending a written notice to the other if belcom247's legal authorisation to provide the Service is withdrawn by a regulator or other competent authority.
- 16.5 if a Force Majeure event occurs, the party not invoking Force Majeure as relieving it of performance shall be entitled (but not required) to terminate the affected Service Order provided that the conditions stated in clause 22.3 are fully met.
- 16.6 If the Customer wishes to terminate an Service Order within the Term without belcom247 being in breach of a material obligation the Customer will pay to belcom247 early termination

fees equivalent to the sum of all future Recurring Charges for that Service Order for all Billing Periods within the then current Term.

- 16.7 Early termination fees will be due immediately and payable within thirty (30) days.
- 16.8 Where the Term of an Service Order exceeds the Term of the Agreement the Terms and Conditions of the Agreement will continue to apply to the Service Order until termination of the Service Order.
- 16.9 On termination of the Service Order, howsoever arising, belcom247 shall cease the provision of the Services to the Customer and shall disconnect the power supply to the Equipment if relevant.
- 16.10 In the event any Service Order shall be terminated prior to expiry of the Term as a result of the wilful act or breach of a material obligation by the Customer, notwithstanding such termination the Customer shall pay belcom247:
- a) all arrears of charges payable under that Service Order, up to the date of termination; and
 - b) by way of liquidated damages, a sum equivalent to the sum of all future Charges for all Billing Periods within the then current Term.
- 16.11 Upon termination for whatever reason each Party shall within fourteen (14) days of the date of termination pay all outstanding amounts due to the other and all outstanding amounts not yet invoiced shall become due immediately and payable within thirty (30) days.

17 Term, Renewal and Termination of the Agreement

- 17.1 This Agreement shall come into force on the effective date, and shall, subject to the terms hereof, and unless terminated in accordance with Clause 17.3, continue in force for an Initial Term of three (3) years, unless otherwise agreed by the Parties in writing. At the end of the Initial Term, and any subsequent period of Service, this Agreement will, unless terminated in accordance with Clause 17.2 or 17.3, be automatically renewed in successive one-year periods unless and until terminated by one party giving to the other not less than three (3) months' written notice prior to the end of the relevant Term, provided, however, that in the event the Term of a Service extends beyond the effective date of termination, the Services(s) shall remain in effect until the end of the Term of the Service, subject to all of the Terms and Conditions of this Agreement.
- 17.2 Either Party may terminate this Agreement by written notice to the other upon expiry or termination of the last related Service Order.
- 17.3 Either Party shall have the right (without prejudice to its other rights) to terminate or suspend this entire Agreement by notice in writing to the other in the event that:
- a) a liquidator (other than for the purpose of amalgamation or reconstruction), administrative receiver, administrator or receiver is appointed in respect of the whole or part of the assets and/or undertaking of the other Party or the other Party enters into an arrangement or composition with its creditors, or if it becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or other circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to make a winding up order in relation to them.; or

- b) the other Party defaults in due performance or observance of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within thirty (30) days of the date of the written notification sent by the non-defaulting Party, save for non-payment, where the time given to remedy the breach is five (5) business days from the written notification date.
- 17.4 Additionally, the failure by the Customer to comply with the requirements detailed in Clause 13.2 above will entitle belcom247 to suspend or terminate the Agreement forthwith without further liabilities by sending a written notice to the Customer or to any person in whom the Agreement may become vested.
- 17.5 In the event this entire Agreement shall be terminated prior to expiry of the Term for one of the reasons stated in Clauses 17.3 and 17.4 above the Customer shall pay:
- a) all arrears of all the charges payable under this Agreement, up to the date of termination; and
 - b) (in the case of termination by default of the Customer only) by way of liquidated damages, a sum equivalent to the sum of all future Charges for all Service Orders for all Billing Periods within the then current Term.
- 17.6 Termination or expiry of this Agreement shall not affect any accrued rights or obligations or those intended to be of a continuing nature or to come into force upon termination or expiry.

18 Confidentiality

- 18.1 Belcom247 shall keep confidential and not disclose to any other person or publish any information relating to the Customer's business, the Customer Site(s), the Agreement or the work being performed by belcom247 except in so far as such disclosure to any Subcontractor may be necessary for the performance by the sub-contractor of his obligations and then only under like conditions of confidentiality.
- 18.2 Subject to the provisions of this Section 18 each Party will keep confidential:
- 18.2.1 the terms of this Agreement; and
 - 18.2.2 any and all Confidential Information it may acquire in relation to the other Party.
- 18.3 The obligations on a Party set out in Clause 18.1 will not apply to any information which:
- 18.3.1 is publicly available or becomes publicly available through no act or omission of that Party; or
 - 18.3.2 a Party is required to disclose by law, regulation or pursuant to an order of a competent authority.
- 18.4 Belcom247 shall be entitled to:
- 18.4.1 disclose to other customers of belcom247 the identity of the Customer in the event of interference to the Equipment of other customers caused by the Customer Equipment pursuant to Clause 6.1.8 of the Specific Terms and Conditions for Managed Colocation Services if relevant;
 - 18.4.2 disclose the identity and contact details of the Customer to selected third parties who may provide services of interest to the Customer unless and until the Customer informs belcom247 in writing of any objection, either on signature of this Agreement or subsequently; and

- 18.4.3 disclose any Confidential Information to its Affiliates, provided that belcom247 shall ensure that its Affiliates are bound by similar obligations of confidentiality to those set out in this Section 18.
- 18.5 Either Party shall be entitled to disclose any Confidential Information to its professional advisers, including, without limitation, its insurers, accountants, lawyers, financial advisers and/or lenders, provided that each Party shall ensure that such persons are bound by similar obligations of confidentiality to those set out in this Section 18.
- 18.6 The provisions of this Section 18 will survive any termination of this Agreement.
- 18.7 The Party failing to comply with the provisions of the above clauses in this Section 18 will be considered in breach of a material obligation of this Agreement.
- 18.8 On termination of this Agreement for whatever reason the recipient party shall return to the disclosing party (or, at the discretion of the disclosing party, destroy) all copies of Confidential Information of the other party which it has in its possession.

19 Data Protection

- 19.1 The Customer acknowledges that belcom247 may, in the course of performing its obligations under this Agreement, process "personal data" (as defined in the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data (the "DPD")) in accordance with belcom247's Privacy Policy (available on belcom247's web site). Insofar as such personal data is obtained from the Customer, the Customer consents, and undertakes to procure that any relevant data subjects (as defined in the DPD) consent, to such processing by belcom247, including, without limitation, to the transfer of such personal data for processing outside the European Union and/or disclosing it to third parties.
- 19.2 Each Party shall comply with applicable Laws and Regulations relating to the protection of personal data including (i) those deriving from Directive 95/46/EC and (ii) guidelines and guidance notes issued from time to time by any relevant local authority; and maintain all necessary registrations as required under such applicable Laws and Regulations, guidelines and guidance note.

20 Non Solicitation

- 20.1 During the term of the Agreement and for a period of one year thereafter, the Customer shall not (except with the prior written consent of belcom247) directly solicit the services of any of belcom247's personnel, staff or subcontractors who have been engaged in the provision of the Services or the management of this Agreement. In the event that the Customer does so employ any staff member of belcom247 then a payment equal to twelve (12) months' gross salary of the employee so employed shall be due by the Customer to belcom247.
- 20.2 The Party failing to comply with the provisions of the above clauses in this Section 20 will be considered in breach of a material obligation of this Agreement.

21 Sub-contracting and Assignment

- 21.1 Belcom247 may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Agreement. However, belcom247 shall remain liable to the Customer for the fulfilment of its obligations under the Agreement.
- 21.2 The Agreement is personal to the Customer who may not assign, delegate, license, and hold on trust or sub-contract all or any of its rights or obligations under the Agreement without belcom247's prior written consent. If belcom247 provides such written consent, the Customer shall remain liable to belcom247 for the fulfilment of its obligations under the Agreement.

22 Force Majeure

- 22.1 If a Party is prevented from or delayed in the performance of its obligations (other than a payment obligation) by an event arising after the conclusion of the Agreement which was unforeseeable, irresistible, insurmountable and independent of the will of the Party concerned, that Party shall notify the other of the existence of an event of Force Majeure and the contractual obligations affected by such event shall be suspended. Force Majeure events may include, but are not limited to, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, compliance with statutory obligation, failure or shortage of power supplies, supplier failure, acts or omissions of government or regulators, highways authorities, third party telecommunications operators and/or suppliers or other competent authority, an act of terrorism and national emergencies.
- 22.2 If the event of Force Majeure continues for a period less than ninety (90) days, then on the ending of the Force Majeure event the contractual obligations of the parties shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure event as may be agreed between the parties, or in default of agreement, as may be determined by Arbitration.
- 22.3 Shall a Party be prevented or delayed in performing one or more material obligation(s) due to a Force Majeure event for ninety (90) days or more, the other Party shall have the right to terminate the affected Service Order without further liabilities by providing a thirty (30) day written notice to that effect.
- 22.4 Upon the occurrence of an event of Force Majeure, and provided that the Customer has not exercised its right to termination under Clause 22.3, the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
- 22.5 The right for a Party to terminate an affected service due to a Force Majeure event will cease to exist if it has not been exercised before the other Party newly complies with its obligations.
- 22.6 If the Agreement is so terminated the Customer shall pay to belcom247 the amount of the Contract Price outstanding in respect of the Services performed up to the date of the notice of Force Majeure together with such reasonable sum as may be agreed between the parties, or in default of agreement, as may be determined by Arbitration in respect of the commitments already entered into by belcom247 at the date of the Force Majeure notice.
- 22.7 Neither party shall be deemed in breach of any of its obligations under this Agreement if, and to the extent that, performance of such obligation is prevented or delayed by any event of Force Majeure, provided that such event of Force Majeure is not caused by the negligence of the affected party, and such party has notified the non-affected party in writing of the event of

Force Majeure. The affected party shall use all reasonable endeavours to avoid or minimise the effects of an event of Force Majeure.

23 Intellectual Property Rights

- 23.1 All Intellectual Property Rights created or developed in connection with this Agreement shall, unless otherwise agreed in writing by the parties, vest with the originating party of such Intellectual Property. The Customer shall only require the rights of use and powers that are granted under these terms, or that are expressly granted in another manner. Subject to certain statutory exceptions, no part of the Artefacts produced by belcom247 may be duplicated and/or published by means of the Internet, print, photocopy, microfilm or otherwise, which also applies to full or partial processing, without written consent from belcom247.
- 23.2 In consideration of the payment of the Charges, belcom247 hereby grants to the Customer (and to any of the Customer's customers who use or shall use the Services) for the duration of this Agreement and any Service Contract that continues after the date of termination of this Agreement with effect from the date of this Agreement, a non-exclusive, non-transferable, royalty-free licence to use the Intellectual Property Rights of belcom247 required by the Customer to use the Services in accordance with this Agreement.
- 23.3 The Customer is not permitted to remove any notice of copyrights, brand names, trademarks or other intellectual property rights from the objects referred to in the previous paragraph, or make any change to such notice of copyrights, brand names, trademarks or other intellectual property rights.
- 23.4 The Customer guarantees that no rights of third parties prevent provision by the Customer to belcom247 of Artefacts for the purpose of use or treatment and the Customer shall indemnify belcom247 against any action based on the allegation that any such provision, use or treatment infringes any right of third parties.
- 23.5 Title in all Intellectual Property Rights existing prior to the Effective Date shall be the absolute property of and shall remain vested in the party that owned such rights immediately prior to that date. Each party acknowledges that it shall not acquire title or any rights or interest (except as expressly set out herein) in the other party's Intellectual Property Rights by virtue of the operation of this Agreement.

24 Agreement

- 24.1 Subject to any variation under Section 25, the Agreement and any specification contain all the Terms and Conditions which belcom247 and the Customer have agreed in relation to the Goods or Services and supersede any prior written or oral agreements, representations or understandings between the parties relating to such Goods or Services. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of belcom247 which is not set out in the Agreement or any specification.
- 24.2 The printed terms of any Purchase Order or other correspondence and documents of the Customer issued in connection with this Agreement shall not apply unless expressly accepted in writing by belcom247.

- 24.3 Any order, acceptance of a quotation for a Service, Project and/or Goods, acceptance of delivery of Goods or commencement of the performance of a Service will be deemed to be conclusive evidence of the Customer's acceptance of the Terms and Conditions of this Agreement.
- 24.4 The Agreement is formed when the order is accepted by belcom247 by way of a written acknowledgement of order. No Agreement will come into existence until a written acknowledgement of order is issued by belcom247.
- 24.5 For the avoidance of doubt, no other Terms and Conditions are applicable to the delivery of Services, Projects or Goods by belcom247 other than these ones
- 24.6 Nothing in this Section 24.21 will exclude any liability which one Party would otherwise have to the other in respect of any statements made fraudulently.

25 Variations and Amendments

- 25.1 Save as set out in this Agreement, no variation or amendment of this Agreement shall be valid unless in writing and signed by authorised representatives of the Parties.
- 25.2 For the avoidance of doubt, this may include a revised Purchase Order in respect of the Server Socket Service.

26 Waiver

- 26.1 No failure to exercise and no delay in exercising on the part of either Party any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege nor shall the waiver of any breach of any provision herein be taken or held to be a waiver of the provision itself. Any waiver to be effective must be in writing.

27 Severability

- 27.1 Each provision of this Agreement is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this Agreement is held by a Court of Law to be inapplicable or unenforceable.

28 Governing Law

- 28.1 The formation, existence, construction, performance, validity and all aspects whatsoever of the Agreement or of any of its terms shall be governed by laws of England and Wales.
- 28.2 The parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales to settle any disputes which may arise out of or in connection with this Agreement, provided that belcom247 may commence proceedings in any jurisdiction in which the Customer is incorporated, domiciled or resident.

29 Dispute Resolution

- 29.1 Any dispute between the Parties in relation to the fulfilment of their obligations under this Agreement shall in the first instance be referred to the Parties' Nominated Representatives for discussion and resolution.
- 29.2 If the dispute is not resolved by the Nominated Representatives within a period of fourteen (14) days pursuant to Clause 29.1 the dispute shall be referred to the Managing Directors of the Parties who shall consider, meet and use their reasonable endeavours to agree the matter.
- 29.3 If the dispute is not resolved within sixty (60) days of the commencement of mediation pursuant to Clause 29.1, or if a Party refuses at any time to participate in the mediation procedure as described in Clauses 29.1 and 29.2, then the other Party may commence legal proceedings.

30 Notices

- 30.1 All notices required under this Agreement shall be in the English language, in writing and delivered to the person(s) or department(s) and business address(es) indicated below or to such other address as the recipient may designate by notice given in accordance with this Section 30:

If to belcom247:

Belcom247
Attn: John Giblin
10 The Pines Business Park
Guildford GU3 3BH, UK
Fax: +44 (0)20 7681 3241
Email: JohnGiblin@belcom247.com

If to the Customer:

Attn:

Fax:

Email:

- 30.2 Any such notice may be delivered by pre-paid first class post (airmail if overseas), by a reputable courier service, electronically, or by facsimile, and shall be deemed to have been received:
- 30.2.1 By pre-paid first class post or by reputable courier service, two (2) Business Days after being posted (or three (3) Business Days if overseas); and

30.2.2 By facsimile or electronic mail, immediately upon transmission provided that the sender does not receive any indication that the facsimile transmission or electronic mail message has not been successfully transmitted to the intended recipient and a confirmatory copy is sent by first class pre-paid post, overnight courier, by electronic mail by the end of the next Business Day in the country of the sender.

30.3 Addresses for service of legal notices may be changed by valid notification of the other party of the new address.

31 Third Party Rights

31.1 The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party (including, without limitation, the Customer's end users).

31.2 For the avoidance of doubt, any right conferred on third parties pursuant to the Contracts (Rights of Third Parties) Act 1999 or any other legislation is hereby expressly excluded.

32 Relationship

32.1 Nothing in this Agreement shall operate to create a partnership or joint-venture between the parties or is to be construed as appointing either party as the agent of the other.

33 Foreign Corrupt Practices Act and Anti-Bribery Laws

33.1 The Parties shall neither directly or indirectly pay nor offer, promise, give, or authorise to pay money or anything of value to any employee or official of a government or department thereof, to political party or candidate for political office, to any employees or officials of public international organizations, or to any other person with the knowledge or belief that such money or item of value will be passed onto one of the above to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining, or directing business or to otherwise obtain an improper advantage. Each Party hereby represents and warrants that, in the performance of its obligations hereunder, it has not made, and will not make, any such proscribed payment. A Party will not undertake any action that may cause the other Party to be in breach of the rules and regulations of the U.S. Foreign Corrupt Practices Act or of anti-bribery and anti-corruption laws of other nations. Each party further warrants and certifies that it has, and will continue to, comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the FCPA and UK Bribery Act.

34 Publicity

34.1 Belcom247 shall be entitled to use the Customer's name in connection with any advertising or marketing of the Services unless and until the Customer informs belcom247 in writing of any objection, either on signature of this Agreement or subsequently.

34.2 Save for the provisions of Clause 34.1, neither party shall publish or use any advertising, sales promotions, press releases or other publicity which uses the name, logo, trademarks or service marks of the other without prior written approval of the other.

35 Miscellaneous

- 35.1 Each right or remedy of belcom247 under the Agreement is without prejudice to any other right or remedy of belcom247 whether under the Agreement or not.
- 35.2 The descriptive headings of the sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

36 Counterparts

- 36.1 This Agreement may be executed in any number of counterparts, each of which so executed will constitute one and the same instrument.

37 Signature Sheet

On behalf of the Customer

Signed By:	
Position of Signatory:	
Name:	
Date:	

On behalf of Bellcom UK Limited (trading as belcom247)

Signed By:	
Position of Signatory:	Managing Director
Name:	John Giblin
Date:	

Appendix 1: Specific Terms and Conditions for Design and Install Services

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Appendix 2: Specific Terms and Conditions for Operate and Support Services

1 Applicability

- 1.1 In addition to the General Terms and Conditions set out in this Agreement, the following terms and conditions are applicable to the Operate and Support Services provided by belcom247.

2 Service Level Guarantees and Descriptions

2.1 Planned Maintenance Services

Belcom147's Planned Maintenance Services provide the Customer with an on-site technician who can provide either basic or advanced maintenance services, where support staff time is booked and agreed in advance.

2.2 Emergency Maintenance Services

When a request for service is received, Belcom247 can provide the Customer with a first-line maintenance support service. At the Customer's request, belcom247 will dispatch a technician to site to act as the Customer's hands and eyes 24 hours a day, seven days a week, with a guaranteed response time of 2 hours.

Maintenance activities include but are not limited to • Pushing a button/switching a toggle • Setting a dip switch • Power cycling (turning on and off) equipment • Re-setting or re-booting equipment • Securing cabling to connections • Observing, describing or reporting on indicator lights or display information on machines or consoles • Modifying basic cable layout, labelling or re-labelling equipment • Checking alarms for faults • Changing faulty plug-in cards
Advanced Maintenance More sophisticated maintenance such as • Troubleshooting - diagnostic assistance and running diagnostics equipment • Installing or uninstalling software • Hardware enhancements • Handling fault notifications and rectifying circuit failures Tape rotation.

2.3 Installation Support or Supervision Services

Belcom247 technicians install cables and connectors (power, data), install racks and rack systems, label cables and equipment, and trace cables and connectors. All installation work is documented and cables and equipment are labelled according to prevailing standards. Installation work is carried out in accordance with local regulations.

Service	Service Level Guarantee	Description of Service	Availability/coverage
Corrective maintenance	2 (two) hour engineer on-site guarantee	Upon receipt of a Customer dispatch request, belcom247 shall dispatch an engineer to the Customer premises (or the Customer's customer premises) with Test Equipment and Tools to troubleshoot and repair telecommunications equipment and/or cabling. There are monthly recurring Charges associated with this Service.	London, Manchester, Birmingham, Frankfurt, Berlin, Munich, Stuttgart, Madrid, Rome, Stockholm, Helsinki, Oslo, Copenhagen, Amsterdam, Brussels, Paris, San Francisco, Los Angeles, New York, Washington DC, Sydney, Singapore, Kuala Lumpur, Bangkok, Hong Kong, Bangalore, Chennai, Toronto
Corrective maintenance	8 (eight) hour engineer on-site guarantee	See above	Europe, United States, Mexico, Canada, India, Australia, South East Asia, Hong Kong and Japan
Corrective maintenance	24 (twenty four) hour engineer on-site guarantee	See above	Worldwide
Corrective maintenance	NA	Same as above except that the Charges associated with this Service are non-recurring. The Customer pays on an as-needed basis.	Worldwide
Equipment installation	NA	Belcom247 shall dispatch an engineer to the Customer premises (or the Customer's customer premises) with Test Equipment and Tools to install telecommunications equipment and/or cabling.	Worldwide
Site survey	NA	Belcom247 visits the Customer premises (or the Customer's customer premises) to assess and document telecommunications facilities	Worldwide
Project management	NA	Belcom247 manages large Equipment installation projects on behalf of the Customer	Worldwide

- 2.4 The following Service Credits will be provided to the Customer in the event that belcom247 fails to meet the Service Level Guarantees described above:

Hours 'late' on site	Rebate due to the Customer (as a % of monthly Subscription Charge)
4	10%
12	25%
>24	50%

- 2.5 For example, if the Customer has an 8 (eight) hour on-Site Service Level Guarantee, and belcom247 does not arrive on-Site until 9 (nine) hours after accepting the request to dispatch, then the Customer is eligible to receive a credit rebate equal to 10% of the monthly recurring Charge for the city or region applicable to Service Contract.
- 2.6 Belcom247 shall from the initiation of a Trouble Ticket by the Customer in accordance with this Agreement, dispatch a technician to carry out one of more of the services listed in section in accordance with the Service Level Guarantees.

3 Site Preparation, Installation and Housekeeping

- 3.1 Unless otherwise provided for in the Purchase Order, belcom247 shall not deliver any items to the Site or remove any items belonging to the Customer from the Site without having first obtained written permission from the Customer. Belcom247 shall maintain written records of all items so delivered or removed.
- 3.2 The Customer hereby agrees:
- 6.1.1 to ensure all the Equipment is clearly labelled as belonging to the Customer or a customer of the Customer (as applicable).
 - 6.1.2 to maintain the Equipment to a standard which ensures that at all times the Equipment is safe and complies with all applicable health and safety standards and all statutory or other legal requirements or obligations relating thereto.
 - 6.1.3 to comply with belcom247's health and safety instructions issued from time to time including, in particular, those relating to the condition of the Site, including those instructions relating to the disposal of rubbish and hazardous material.
 - 6.1.4 to supply belcom247 and to keep belcom247 supplied with such spare or replacement parts for the Equipment and in quantities as are required by belcom247 from time to time in the performance of the Services.
 - 6.1.5 to provide all necessary access to Equipment, information, facilities and authorisations necessary to enable belcom247 to fulfil its obligations under this Agreement and to provide such co-operation as belcom247 may reasonably require in connection with the provision of the Services.
- 3.3 The Customer is to ensure that the Site is kept tidy and safe at all times.
- 3.4 To the extent the Customer fails to comply with the obligations set out above, belcom247 may by notice in writing (specifying the matter to be rectified) require the Customer to remedy the same within seven (7) days of the date of such notice.

- 3.5 In the event that belcom247 considers the condition of the Site to be unsafe for belcom247's employees or subcontractors, it may suspend provision of the Services until its instructions have been fully complied with by the Customer.
- 3.6 In the event that the Customer has not complied with the notice given by belcom247 in Clause 3.4, belcom247 may, without prejudice to its other rights and remedies, remedy the condition of the Site itself including, but not limited to, removal or disposal of any unsafe materials or rubbish at the Customer's expense; and any installation and/or cabling works. To the extent that the Customer, and/or the Customer's customers are found to be engaging in works which are conducted in an unsafe manner or creating an unsafe environment, belcom247 may immediately require the Customer to stop such works until such works or environment are made safe.
- 3.7 Where, as part of the use or operation of the Equipment, the Customer makes use of or processes any data, document, programme, equipment or other information and material owned or supplied by a third party, the Customer will, at its own expense, have and maintain at all times all necessary approvals and permissions including any consents and approvals necessary for belcom247 to provide the Services.

Appendix 3: Specific Terms and Conditions for Measure and Control Services

(LEFT BLANK INTENTIONALLY)

Appendix 4: Specific Terms and Conditions for Managed Colocation Services

(LEFT BLANK INTENTIONALLY)

Appendix 5: Specific Terms and Conditions for Sales of Goods

(LEFT BLANK INTENTIONALLY)

Appendix 6: Job Completion Form

(TO BE PROVIDED LATER)

Appendix 7: Nominated Representatives

For belcom247

Contractual matters: Eric Le Reste
Contracts Manager
Tel : +44 (0)7917 821 286
Email: ericlereste@belcom247.com

Operational matters: Steve Cardwell
Operations Director
Tel: +44 (0)1872 575178
Email: stevecardwell@belcom247.com

All other matters: John Giblin
Managing Director
Tel: +44 (0)1483 303303
Email: johngiblin@belcom247.com

For the Customer

Appendix 8: Pricing for Services

(LEFT BLANK INTENTIONALLY)

