Syntura Terms and Conditions and Acceptable Use Policy

The external terms and conditions apply to the provision of all syntural services.

1.1 The following outlines the Terms and Conditions under which the Services (as defined below) will be delivered to the Customer. These Terms and Conditions will form part of the "Agreement" as defined below.

1.2 All terms used in this Agreement have their ordinary meaning, unless otherwise defined in our Terms and

Definitions

I for the Purposes of the Agreement the words below have the following meanings:

Number' means the originating calling line identification (CLI) presented when making outbound calls,

bloothrew birst Charge' means a charge incurred by you under the circumstances set out in Clause 40, and

iculated in accordance with our hourly labour charge rates prevailing on the date we become entitled to levy

"Aborther Visit Charge" means a charge incurred by you under the circumstances set out in Clause 40, and calculated in accordance with our howly labour charge rates prevailing on the date we become entitled to levy the charge;

"Acceptance" means the earlier of the following occurrences: you signing and returning to us a Certificate of Acceptance in respect of a Service, or you starting to use the Service. If neither of these events happens within the vaday of us advising you that the service is ready for you to use, you will be deemed to have accepted the service on the date on which the Service was ready for you to use, we may sign the Certificate of Acceptance or your behalf.

"Agreement" means the Customer Order Form ("Order Form") together with these Terms and Conditions, our sort provide VCC and Microsoft Cloud 365 as a managed Back up Service(s), you are responsible for the back-up of your data and software. We will not be liable for any loss, corruption, or damage to data or software except where we previous provide VCC and Microsoft Cloud 365 as a managed Back up Service(s), you are responsible for the back-up of your data and software. We will not be liable for any loss, corruption, or damage to data or software except where we previous provide VCC and Microsoft Cloud 365 as a managed Back up Service(s), you are responsible for the back-up of your data and software. We will not be liable for any loss, corruption, or damage to data or software except where we previous provide VCC and Microsoft Cloud 365 as a managed Back up Service(s), you are responsible for the back-up of your data and software. We will not be liable for any loss, corruption, or damage to data or software except where we previous except where we provide VCC and Microsoft Cloud 365 as managed Back up Service(s), you are responsible for the back-up of your data and software. We will not be liable for any loss, corruption, or damage to data or software except where we neve managed Back up services are purchased and such loss, corruption

RIPE NCC.
"Service Actions" means changes to the configurations of Syntura firewall:
"Service(s)" means the service(s) selected and outlined in the Order Form;

Vervices. "Working Day" means Monday to Friday during Working Hours, excluding Bank holidays;
"Working Hours" means (8800 - 1800 on a Working Day;
"Working Hours" means (8800 - 1800 on a Working Day;
"VCC" means Veram Cloud Connect which is the data backup storage and recovery service using managed shared hardware and third-party software, including but not limited to local and object storage, part of Syntura

"VDC" means Virtual Data Centre which is the virtualised computing resources service using managed shared hardware and third-party software, including but not limited to local and object storage, part of Syntura Cloud

services "Virtus" means a piece of program code, including a self-replicating element, usually (but not necessarily) disguised as something else that causes some unexpected and, for the victim, usually undesirable event and which is designed so that it may infect other computer systems; and "Your Equipment" means all equipment, systems, cabling apparatus and facilities provided by you or purchased

access ur too compensations and approvals necessary for you to enter into and meet your obligations under the Agreement;

(g) You will provide a suitable and safe working environment for our staff working at your site, and will maintain an appropriate environment for Our Equipment.

(h) You will only use the Service(s) in accordance with applicable laws and regulations, the Agreement (including our Acceptable Use Policy); and,

Our neceptation coe Prouse, yai and hold us harmless against all actions, costs, claims, demands, damages, expenses, liabilities, and losses, arising directly or indirectly and to!

any breach of the terms of the Agreement or any to!

any breach of the terms of the Agreement or any to!

- the Customer's use of the Independent Internet Number Resources assigned to it pursuant to this Agreement.
 any call fraud carried out on your Services;

- our hosting server; and
- any defective product(s) sold from our hosting serv any suspension of services by us under clause 13.0
- any penetration testing undertaken by you or an auth
- any loss of our services by us or by you due to any data breaches and or hacking of your services, equipm or systems and any claims made thereto

Recipitance means the earlier of the following occurrence: you sym____* Acceptance in respect of a service, or you starting to use the Service. If neither of these events happens wounded and the service was also as the service of the fact, or you tarting to use the service. If neither of these events happens wounded and the service was ready for you to use, we may grip the Certificate of Acceptable Use Policy, and any Schodules attached thereto and, where applicable, by four 1's Access to Coloration (Acceptable Use Policy, and any Schodules attached thereto and, where applicable, by four 1's Access to Coloration (Acceptable Use Policy, and any Schodules attached thereto and, where applicable, by four 1's Access to Coloration (Acceptable Use Policy, and any Schodules attached thereto and, where applicable, by the control of the policy of the service of the services with or was a group of more than 5000 Email messages with substantially similar contents extent or the "Bulk Email" means a group of more than 5000 Email messages with substantially similar contents extent to "Bulk Email" means a group of more than 5000 Email messages with substantially similar contents extent to "Bulk Email" means a group of more than 5000 Email messages with substantially similar contents extent to "Bulk Email" means a group of more than 5000 Email messages with substantially similar contents extent to "Bulk Email" means a group of more than 5000 Email messages with substantially similar contents extent to "Bulk Email" means a group of more than 5000 Email messages with substantially similar contents extent to "Bulk Email" means a group of more than 5000 Email messages with substantially similar contents extent to "Bulk Email" means a group of more than 5000 Email messages with substantially similar contents extent to "Bulk Email" means a group of more than 5000 Email messages with substantially similar contents and the services with wears and the services and the services with a service and the services with wears and the servi

Customer Premise Equipment* CPE* means equipment that we may provide at your site for the provision of Service(s) including without limitation telephone handsets for Syntrus Alange Voice, and routers for Syntrus ADSI;
Tobe Date means the 15th day following the invoice Date in question.**
Tobe Date means the 15th day following the invoice Date in question.**
Tobe Date means the per Kw/th charge, applying from time to time to be paid in respect of electricity consumed by Customer using Syntrus HOSTING in excess of the Annual Power Usage Policy;
Total Versioner using Syntrus HOSTING in excess of the Annual Power Usage Policy;
Total Versioner using Syntrus HOSTING in excess of the Annual Power Usage Policy;
Total Versioner Using Syntrus HOSTING in excess of the Annual Power Usage Policy;
Total Versioner Using Syntrus HOSTING in excess of the Annual Power Usage Policy;
Total Versioner Premise Squipment* With Your Scholar Syntrus** Access to Colocation Facilities. Environmental Controls and Power Usage Policy;
Total Versioner Engroper Services Location Information means the end use of Syntrus** Access to Colocation Facilities. Environmental Controls and Power Usage Policy;
Total Versioner Engroper Services Location Information means the end used to Colocation Facilities Provided Policy;
Total Versioner Engroper Services Location Information means a standard area of space in our colocation facilities measuring at least 600mm by 800mm;
**Torocation Annual Power Usage Policy;
**Torocation Annual Power

Earle Pyment (means any payment due to Syntura under this Agreement but not received by Syntura on before the Due Date;

Pullware means any payment due to Syntura under this Agreement but not received by Syntura on before the Due Date;

Pullware means any payment due to Syntura under this Agreement but not received by Syntura on the Due Date;

Pullware means software programs designed to damage or do other unwanted actions on a computer system including, without limitation, Viruses, worms, Trojan horses, rootkits, backdoors, adware and sypware.

Pullware means software programs designed to damage or do other unwanted actions on a computer system including, without limitation, Viruses, worms, Trojan horses, rootkits, backdoors, adware and sypware.

Pullware means she payment beyon due determined the date of the provide to receive Email from an unknown or unauthorized third party and to forward famili to one or more recipients that are not users of the Email System to which that Email Serve is connected. Open Relay may also be referred to as "Spam relay" or "public relay."

Our Equipment means the network equipment, systems, cabling and facilities, which we (or our suppliers) provide to you, which will be labelled as such and which you will use only for the provision of the Service(s); remains the inclusive periods January to March, April to June, July to September, and October 10 (Paul Paul Pullware**) and the payment of the term of the contract. However you may request a cash deposit, we may deduct any unpaid charges from the deposit before returning any useful or part of the term of the contract. However you may request a review after 6 months.

6.3 If you have paid a deposit we may retain this for all or part of the term of the contract. However you may request a review after 6 months.

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7.4 You may not, copy, reproduce or use our data, which includes but is not limited to contract or SLA terms in principly, epiouse of use of use any minimum to the provision of service(s) under this agreement, the avoidance of doubt, any use of our content in Al models or for any other purpose not consistent with the min of the agreement for service(s) is considered a breach of this agreement.

8.1 Where you purchase equipment from us, risk of damage or loss to that equipment passes to you upon delivery to you of the equipment. Title however remains with us until you have paid for the equipment in full, and you will not deal with the equipment in any manner inconsistent with our rights as owner. 8.2 Our Equipment and Customer Permise Equipment remain our property at all times. You agree not to do anything that may cause damage to it or interfere with it, including without limitation, moving it, having it repaired or maintained without our consent, or causing attachments other than those approved for connection

Equipment. Where the cause of the failure of Customer Premise Equipment or Your Equipment that we are supporting is judged by us to be caused by other than normal wars and tear, or faulty materials or workmarship lending including without limitation neglect, accidental or wilful damage, you will be invoiced for the full cost of the repair and/or replacement of the equipment.

9.0 Software and Documentation

9.1 Where we provide you with software as part of the Service(s) ("Software"), we will use our reasonable 14.7 Provisions 4.1 (a remination of the 19.0 Software and Documentation of the 19.0 Software and documentation supplied to you remain with us and, where a declarating the supplied software to the software of documentation, or any part thereof, with the exception of a single copy for back-up purposes

9.3 Where necessary, and where we agree to do so, we will purchase software on your behalf to facilitate the operation of the Service(s). This software will be ordered in your name and you will receive the licence, your spree, where necessary, to execute applicable click wrap agreements and to abide by the terms of any/all such licences. Once you have logged into this software, you will be unable to claim any refund for this.

9.4 Any software provided by us under this Agreement is provided with the manufacture's warranty only.

9.5 The Customer agrees to use Our Equipment and/or Customer Premise Equipment and associated software by the proviour of the software will be ordered in your name and our will repair swarranty only.

6.1 Neither benefits of this software will be ordered in your name and you will reveive the licence. You for this warranty only.

8.5 The Customer agrees to use Our Equipment and our our third party suppliers will not be 16.1 Neither party we will not be 16.1 Neither party we desired the provision of the software will be ordered in your name and you will revere the time of the provision of the software will be ordered in your name and you will reveive the licence. You were the provisio

enu regulations, the Agreement (including increase), the Agreement (increase), the

any interference with Our Equipment or Customer Premise Equipment by you, Your Equipment, contractors, and the proposes against the content of your website (including links to other sites) hosted with us, and any information sent and/or services by you (including attachments), your agents and employees over our Network; the content of any data stored with us by you, or transmitted over our lines and/or services; 10.0 Term

10.1 This Agreement shall come into effect on the date first appearing on the Customer Order Form

10.2 The Initial Period of the Agreement shall run from the date of signature of the Customer Order Form by ura until the latter of eith

(a) 36 months from the date of signature of the Customer Order Form by Syntura or such other time period set

out in Section 4 of the Customer Order Form; or (b) 36 months or such other time period set out in Section 4 of the Customer Order Form from the date of

(i) 35 months or such other time period set out in Section 4 of the Customer Order Form from the date of Acceptance of the last provisioned Service on the Customer Order Form;

10.3. Upon the expiry of the Initial Period, the Agreement shall be terminable upon sixty (60) days' notice in writing or accordance with clause 14.

10.4 The provisions of Clause 10.3 shall not apply to the Syntura managed firewall, Syntura secure SD WAN, Secure Analyser, Secure Brand, Secure Brand, Secure Service Edge, Secure Client ZTNA or any Services which include an equipment maintenance Service element or licence, which after the Initial Period will automatically renew for additional one (1) year terms (each, a "Renewal Term") unless a party gives the other party written notice of non-renewal at least sixt (50) days before commencement of the next Renewal Term for a Service(s) which include an equipment maintenance service and/or ilences. The Company of the Services and of the Services where accepts that where Services include equipment and ilences for the equipment, the licences shall renew annually to cover the Initial Period of the Services and/or any subsequent monthly roll-over period of the Services where the Services requiring a licence have not been terminated to end at the end of the Initial Period an accordance with clause 14.1. At the end of the Initial Period of the Services the licences will continue to be renewed annually whils the Services will continue to be provided on a rolling monthly siss untils such time as the Services are terminated in accordance with clause 14.1 and the licence is terminated in accordance with clause 14.1 and the licence is terminated in accordance with clause 14.1 and the licence is terminated in accordance with clause 14.1 and the licence is terminated in accordance with clause 14.1 and the licence to terminate define and of the licence is terminated to the other than the province and the licence is terminated to end at the licence and the licence is terminated to end at the end of the li

damages; or,
(l) for any failure to comply with its obligations under this Agreement to the extent that this liability arises predominantly as a result of any act or omission of the other party, including but not limited to the failure by the other party to fulfil its obligations under this Agreement.

12.4 Subject to Clauses 4.1(l), 12.2, 28.1, 29.2, 30.3(a), 32.2, 33.2, 34.1 and 35.2 our liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with the performance of our obligations or the exercise of our rights under this Agreement in respect of all claims or actions will be limited to the aggregate fees and charges received hereunder by us from you during the previous 12 months.

12.5 If we fail to deliver the Service(s) to you to the levels set out in our service level agreements ("SIAs"), you will be compensated as set out in the relevant SIA. The compensation set out in the SIAs is your sole and will be compensated as set out in the relevant SLA. The compensation set out in the SLAs is your sole and exclusive remedy and our only liability for any failure by us to provide the Service(s) in accordance with the SLAs or at all.

13.0 Suspension of Service(s)

exclusive remedy and our only liability for any failure by us to provide the Service(s) in accordance with the SLAs or at all.

13.0 Suspension of Service(s)

13.1 We may or may not at our sole discretion and without prejudice to any other right or obligation we may have under this agreement or at law to terminate this Agreement, elect to suspend forthwith the provision of a service or the Service(s) until further notice in the event that:

(a) we are entitled to terminate this Agreement under Clause 14 or we have reasonable grounds to believe that you will not or will mit not be able to make any payment when it falls due;

(b) we are obliged to comply with an order, instruction or request of a Court, Government Department, agency, emergency, sordice organisation or other competent administrative or regulators authority;

(c) we are required to carry out emergency works to the Network; or (d) we have reasonable grounds to believe that you are using the Service(s) illegally, fraudulently, or otherwise in breach of this Agreement (including the Acceptable Lise Policy) and/or the Fair Usage Policy).

13.2 in the event that we suspend the Service(s) under 13.1(b) vs. 13.1(c) vs. 13.1 (d) vs. well give you as much notice as we reasonably can in the circumstance. This notice will set out the reasons for the suspension and we will use all reasonable endeavours to resume the Service(s) as soon as practicable.

13.3 if we suspend the Service(s) because of your breach, act or omission or that of a contractor or agent or third party on your beach, or under the service(s) during the suspension and/or the recommencement of Service(s) suspension and/or the recommencement of Service(s) suspension and will be liable to us for the reasonable costs of suspension and/or the recommencement of Service(s) the suspension and will be liable to us for the reasonable costs of suspension and/or the recommencement of Service(s) suspension and such that or the commencement of Service(s) suspension and such services as a result of such the to our absolute satisfaction that the breach will not be allowed to recur.

to our absolute satisfaction that the breach will not be allowed to recur.

14.0 Termination

14.1 Either party may terminate this Agreement or any of the Service(s) at any time upon sixty (60) days' notice
in writing, although if you cancel the Agreement prior to the end of the Initial Period or Renewal Term, or if we
terminate because of your breach of the Agreement, you will pay early termination charges for each of the
services cancelled which will equal one hundred (100) percent of the recurring charges which would have been
incurred by you during the remainder of the Initial Period or Renewal Term. In the case of our indirect voice.
Service the early termination charge shall be calculated as the difference between your spending commitment
and the amount you have actually spent during the term of the contract. In the case of Direct Voice, where there
are no recurring charges, the early termination charge shall be calculated by multiplying the minimum committy
spend commitment by the number of months remaining on the Initial Period or Renewal Term. In the case of
Syntrus VCC, the early termination charge shall be calculated by multiplying the minimum committed number
of Terabytes by the per Terabyte charge by the number of months remaining to the end of the Initial Period. For
DIS Management Service(s) if you cancel the Service(s) prior to the next annual renewal period on 1st April you
shall not be eligible for a refund for the remainder of the annual period for the Service(s) or such as the service causes harm on the Service cause harm to the Syntrus Network.

14.3 We may terminate or suspend this Agreement immediately where your Service or your use of a Syntrus Network.

or your use of a Service interferes with or causes harm or threatens to cause harm to the Services of other users or your use of the Service(s) is in breach of the Syntura Acceptable Use Policy and/or the Syntura Fair Usage

Policy.

14.4 Without prejudice to any other remedy available under this Agreement or otherwise and without incurring any additional liability under this Agreement, either party may immediately terminate this Agreement (and all Services arising under it) by written notice, if the other party:

(a) breaches any material term or condition of this Agreement (including any breach by you of our Acceptable

(a) breaches any material term or condition of this Agreement (including any breach by you of our Acceptable Use Policy) and, where the breach is capable of cure, falls to cure such breach within thirty (3) days after receipt of written notice of the breach, except in the case of failure to pay fees after the relevant Due Date, which must be cured within 14 days after receipt of written notice from Syntura or (b) makes any arrangement or compromise with its creditors, has appointed or is the subject of any notice of the intended appointment of a receiver or manager, or is the subject of a voluntary or compulsory liquidation (other than for the purpose of solvent reconstruction or amalgamation), administration order or fan yroproposal for a composition in satisfaction of its debts, ceases to carry on business or suffers any execution or distress over its material assets;

(c) is prevented from performing its obligations under this Agreement by Force Majeure for a period of thirty (30) consecutive days.

(30) consecutive days.

14.5 We may terminate the Service where the Customer allows its systems to be used for Open Relay.

14.6 Upon the effective date of termination of this Agreement, Syntura will cease providing all Service(s), you will pay us all money outstanding; and within thirty (30) days of such termination, each party will return or destroy (at the option of the other party) is 10 Londificational Information of the other party in 5 possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

14.7 Provisions 4.1 (i) 5, 8, 9, 12, 14, 16, 21, 23, 24, 25, 30.18 (b) 33.2, 34.1 and 35.2 will survive the expiration

or termination of the Agr

or termination of the Agreement.

14.8 The Customer has no right to terminate the Agreement for Service(s) in whole or in part pursuant to clause
5.5 (a), 5.5 (b) and 5.6 where the notice to customers is;
(a) exclusively to the benefit of the Customer
(b) of a purely administrative nature and has no negative effect on the Customer (e.g. a change in address or bank details of the provider), or
(c) directly imposed by law (e.g. a change in the rate of VAT).

the 12A Truce Majeure

15.1 Except for your obligation to make payments and subject to Clause 14.4(c), neither party will be held liable of failure to perform their obligations under this Agreement to the extent such failure is caused by Force Majeure, provided that the affected party will use all reasonable endeavours to mitigate the effect of such Force

Majeure.

16.0 Confidentiality

16.1 Neither party will use in any way, for its own account or the acco
permitted by, or required to achieve the purposes of, this Agreement,

permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party is lawyers, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information, and it will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect it sown Confidential Information. 16.2 Information will not be deemed Confidential Information if it: (i) is known to the receiving party prior to receipt from the disclosing party (iii) becomes known (independently of disclosure by the disclosing party to confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party; to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except

Syntura Terms and Conditions and Acceptable Use Policy

rough a breach of this Agreement by the receiving party, or (iv) is independently developed by the receiving following signature of an Customer Order by Syntura, we may, without such consent use the Custom rity. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental and name in our marketing materials and on our digital channels (website, social media) and we car green or by operation of law, provided that it gives the disclosing party reasonable prior written ontoice sufficient a monunce that the Customer Order has been signed by Syntura and refer to the Service(s) to be to permit the disclosing party to contest such disclosure

manner.

17.3 Where a Syntura Service(s) uses multifactor authentication you will keep usernames and/ or passwords and/or passcodes and/or other user security authentication requirements confidential and will notify us immediately if you have any reason to believe they have been or are being used in an unauthorised manner.

18.0 Allocation and Ownership of IP Addresses

18.1 Where we allocate IP addresses to you, you will not acquire any rights in such addresses. We may change these numbers from time to time, but will not do so unreasonably.

18.2 The provisions of Clauses 39.1 to 39.14 shall apply to IP Addresses also.

19.0 Assignment.

L The Agreement is personal to you, and you may not transfer it without our prior written consent. We will entitled to assign all of our rights and obligations under the Agreement to an affiliated company.

Notices
Subject always to Clause 20.2, any notice (excluding Customer Agreement and/or Service termination tests/notices) given in connection with the Agreement will be given in writing delivered by hand, first class or, or by electronic mail to our or your registered office as appropriate. Any notice will be deemed received: delivered by hand or electronic mail, at the time of delivery or transmission if a Working Day, or else the following Working Day (provided that a copy of such electronic mail and proof of receipt is sent to the electronic mail on the delivery or transmission if a working Day or else the following the provided that a copy of such electronic mail and proof of receipt is sent to the electronic mail or the electronic mail is sent); and

recipient of the electronic mail on the date that the electronic mail is sent]; and (b) if sent by post, on the second Working Day following its dispatch.

20.2 The Customer agrees to provide request/profices for termination of Agreements and/or Services by completing the Syntura Order Termination Request Form available at www.yntura.bi/bega/lif/Order/Termination and returning it to canceles/syntura. Do to other form of request or notice regarding termination of Agreements and/or Services shall be valid.

20.3 We will not provide you with Annual Best Tariff Notifications, or best tariff information for services forming part of a bundle, or End-of-Contract Notifications at the end of a contract period.

2.1 at Drowlading provision of this Agreement be held by a tribunal of competent juneary.

2.2.1 at Drowlading the remaining provisions of this Agreement will remain in full force and effect.

2.2.1 All Ordes at all be subject only to the terms of this Agreement. Any other terms (including service leaf agreements) (SLXS)) appearing on or referred to in any communication by the customer for the propose of placing Orders had all not form part of this Agreement.

2.2.1 All Ordes and a subject only to the terms of this Agreement.

2.2.2 All provision and the parties will be unfellecture and all representations or other communication between the Parties beneform.

2.2.3 Nothing in this Agreement is intended to benefit a person who is not a party to it (a "Non-Party") and confidency in the provision of the victorial maximum upstream available under field conditions. It is not enforce any term of this Agreement not is the contracts (Rights of Third Parties). At 1999 or otherwise arising accordingly no Non-Party has any right under the Contracts (Rights of Third Parties). At 1999 or otherwise arising accordingly no Non-Party required for any termination of use of the party is exclusive of any SALO Walviers.

2.2.1 Nothing in this Agreement in its Agreement in this Agreement in or its the consent of any Non-Party required for any termination of use of the party is exclusive of any SALO Walviers.

2.2.1 Nothing in this Agreement is intended to benefit a person who is not a party to it (a "Non-Party") and decidency to it in the party of the party no revision of the Agreement will repulse the party of its Agreement will repulse of the party is exclusive of any SALO Walviers.

2.2.1 Nothing in this Agreement in the Agreement will repulse the party of indigence by either party in enforcing the provisions of this Agreement will not not a manufacture of this Agreement on its Agreement will not be a party of indigence by either party in enforcing the provisions of this Agreement will not be provisions of this Agreement will not

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brough by a data subject arising from any act or omission by us, to the extent that any such act or omession results from the your instructions.

26.12 You agree to encrypt any Customer personal data transmitted using the Service(s) which includes all Pil that you put on our Service(s), ladforms, cloud or infrastructure. You acknowledge that we encrypt data in transmission networks, on our service(s), lactured in our support of You and the standard at reast however you are responsible for ensuring that the data you put on and is transmitted ower public data-transmission networks, on our service(s), lacturing in our support of YoU and other local Service(s) is encrypted by you prior to transmission. In You acknowledge that we shall not be responsible for ensuring that the data you put on any services. Our other data that is on our systems which has not been encryted prior to transmission, by you, and we shall not be responsible for any breach of data protection or confidentiality due to a third party accessing the standard of the data transmitted using the Services which has not been encryted by you prior to transmission.

26.13 You agree that we may record and listen to calls to our helpdesk in order to deal with any support is successed with your Service(s) will be proportionate and in accordance with the Data Protection successed with your Services. Such monitoring will be proportionate and in accordance with the Data Protection.

26.14 In the event that you decome aware or any personne uses to each, you are min. or and any applicable regulatory bodies.

26.15 You shall be responsible for insuring yourselves against all loss or damage to data. In no event will we or our suppliers or sub processors be liable for loss, costs, expenses, liabilities or damage to the data stored/fransmitted on/using or in connection with any processing of the Service.

The Customer shall ensure:

The Parties agree that the text of any press releases which mention the other Party shall be agreed in writing in the other Party prior to release, such agreement not to be unreasonably withheld or delayed, save that

Specific Syntura Service(s)
The following terms relate only to the service(s) to which they specifically refer, and apply cumulatively to the General Terms above. To the extent of any inconsistency, Part 8 will override the provisions of Part A, in relation to the service to which it relates.

28.0 Syntura MPLS Netwood Serviced

20.0 Syntura MPLS Netwood Serviced

20.1 Syntura MPLS Netwood Serviced

20.1 Where we undertake to provide you with a leased line of a certain capacity fellowers is sightly above or below the stated capacity, but in any case will be within five (5) percent of the specified figure. Where, for reasons beyond our cortrol, bandwidth falls below this range, we reserve the right to pro-rate the cost of the service downwards, or to terminate the Agreement.

(b) Where you purchase a burstake service from us, we will charge you an additional charge as set out in our them current price list, in respect of any burstable allowance used over your base capacity. We use the 95th percentile measurement rule to calculate additional bandwidth used by you. The 95th percentile bandwidth measurement system collects five-minute averages of line usage (input + output) of Customer's server network connection. At the end of each month or billing cycle, the top five percent of these datas points are discarded. The highest remaining data point is referred to as the 95th percentile. The 95th percentile sandwidth used multiplied by additional per megable usage charge.

20.0 Syntum 8 orocodamed

charge - excess bandwidth used multiplied by additional per megabit usage charge.

29.1 Syntura Poodshand

29.1 Where you have ordered Broadband, it should be noted that the speed quoted is a theoretical maximum speed available under ideal conditions. The actual ADSL or FTTC line rate supportable will be determined during the first 10 days of use, after which time the highest stable rate possible will be set. It should also be noted that ADSL or FTTC is a rate-adaptive product, which means that the speed at which it downloads and uploads may fluxtuate during the contract period. We are unable to guarantee the bandwidth that you will receive until you start using it and we reserve the right to revise the price to that of the bandwidth actually delivered, or to cancel the Agreement where bandwidth is less than ordered or is unable to be supplied at all, Bandwidth is dependent.

the Agreement where bandwidth is less than ordered or is unable to be supplied at all, Bandwidth is dependent upon distance from local exchanges, local electromagnetic or radio interference, the quality of the end user microfilter and modem and the quality of the connections to the telephone exchange, the latter component of which may not accurately be determined until service commences. 29.2 Where you purchase Internet Access over a shared bandwidth service such as ADSL or FTTC, the bandwidth referred to in clause 29.1 shall be the total amount available under the service and the amount of bandwidth which may be available to you at any point in time shall be dependent upon the rate of contention and usage of that service.

(including if applicable the service level agreement) when the user equipment is connected to the Winewas Josuan via cable (i.e. it has a wired connection).

29.8 Where we provide you with ISDN or FST lines, we reserve the right to provision CPS services over these lines. Voice traffice over these lines withing.

29.9 You acknowledge that during the installation process there may be outages on the analogue line, which shall be reinstated following installation without any illability to us.

29.10 We will correct faults reported to our customer services centre as so on a spossible, and on a reasonable endeavour basis. Where your Broadband service is covered by a Service Level Agreement and is delivered, or partly delivered, over a BT End User Access line, any guaranteed Availability does not include the BT End User

30.6 ISDN-based data calls are not currently suppose to over the symbols in receivable.

30.7 Where you are paying no line rental because of a negotiated minimum spend commitment, we reserve the right to charge line rental in months where your spend falls below your committed minimum spend.

30.8 Where you purchase our directly connected voice Service(s) we will, if possible, also install our indirectly connected voice Service(s) via CPS during the installation period of the directly connected voice Service(s) in the connected voice Service(s)

ent while the Agreement is in effect, take any action to

ura Voice Customers shall ensure that they have emergency calling access in place ntura with their End User Emergency Services Location Information. sures aimed at preventing call fraud and PBX fraud mer shall ensure: 30.11 Me

(b) to keep its list of voicemail users regularly updated by ensuring that new users are added to that list and removing users that are no longer active from the system as soon as reasonably possible.

removing users that are no longer active from the system as soon as reasonably possible.

30.12 Unless otherwise indicated by the Customer, Synture shall allow access to UK PSTN ranges (01x, 02x, 03x and 05x), mobile ranges (077, 078 and 079), fixed fee calls (0844 and 0871 ranges), emergency services (999, 112), service codes (123, 11880x) and international numbers but access is not permitted to premium rate ers (09x, 014109 and 14109). The provisions of this clause 30.12 shall not apply to the Syntura CloudPB)

Part B Additional Terms for the Provision of Specific Syntura Service(s)

The following terms relate only to the Service(s)

The following terms relate only to the Service(s) on the service to which it relates.

The following terms relate only to the Service(s)

The following terms relate only to the Service(s) to which they specifically refer, and apply cumulatively to the Service to the service to which it relates.

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The service is service is service is supported to the national energency call services and connection to such services may always a possible of the service to which it relates.

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The following terms relate only to the Service(s) to which they specifically refer, and apply cumulatively to the service to which it relates.

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The service is supported to the national energency call services and connection to such services may which always the service in the same way as PSTN fixed line 999/112 public energency call services and connection to such services may which always the service in the same way as PSTN fixed line 999/112 public energency call services and connection to such services may which always the service in the same way as PSTN fixed line 999/112 public energency call services and connection to such services may which always the service in the same way as PSTN fixed line 999/112 public energency call services and connection to such services may which always the service in the same way as PSTN fixed line 999/112 public energency call services and connection to such services may which always t

making such a call. 30.13 (c) We reserve the right to increase the Charges for PhoneLine+ service on seven days written notice to the Customer in the event that any change in applicable law or regulations results in additional costs being

incurred.
30.13 (d) You agree that we are able to provide our suppliers for each subscriber full details of the End User's name and address (including post code) to enable our suppliers to fulfil their obligations under Ofcom regulations to pass on such details to the call handling authority.
30.13 (e) All Charges due for traffic routed via any I've address or for fixed rental or one-off Charges related to the PhoneLiner Service and defined in the PhoneLiner price list shall be paid in full by the Customer by the due date notwithstanding that they may have arisen from unauthorized, fraudouter or illegal use and whether or not they derive from installation and access arrangements which have been authorized.
30.14 Call Recording

30.14 Call Recording

The Customer agrees that that if it is using call recording services that it will check the laws of its own country
and the laws of any country in which a person it is calling is located in order to determine if it needs the other
party's permission to record a call and/or whether it needs to inform them at the beginning of the call that they
are being recorded.

party's permission to record a call and/or whether it needs to inform them at the beginning of the call that they are being recorded.

30.15 Indirectly Connected Voice Service
(a) Access to the service will be by PIN code either supplied to you for you to programme into your PBX, or programmed directly into your PBX by us. Where we provide you with a PIN code, you will use it in accordance with the guidelines we may issue from time to time.

(b) You will bear all costs associated with gaining access to our Service, and will remain liable for the bill from your existing supplier in respect of line rental and any calls placed over their network.

(c) You are committing to taking our indirect service for the term specified in the Order Form, and to spending the amount set of in Schedule 1. Four retex are acalculated on the basis of this commitment. Where your spending he amount set of in Schedule 1. Four retex are acalculated on the basis of this commitment. Where your spending falls below 75% of this levely we reserve the right to charge you the difference between your actual spend and (c) We may enthorate the PIN code and allocate a new one at any time.

30.16 Syntran Number Translation Services (NTS)

(a) We will supply you with the relevant access number as listed on the Order Form. Upon your request, and subject to availability, we will also provide you with a memorable number (meaning any Access memorable number our our suppliers which we consider to be memorable). There will be a charge for as memorable number.

which results in material changes to the floor loading, heat output, power consumption or environmental conditions of the facility.

34.6 You agree to abide by the environmental and power usage limits contained in our Access to Colocation Facilities, Environmental Controls and Power Usage Policy. We reserve the right to charge for power usage in excess of the Annual Power Usage Allowance. Such charges will be made annually in arrears per Kw/h at Syntur's then current access power usage rate.

34.7 Where you require access to our colocation facilities or any of them, you agree to abide by the terms of our Access to Colocation Facilities, environmental Controls and Power Usage Policy.

34.8 We are unable to accept any liability whatsoever arising out of loss of or diamage to data hosted with us. You agree that you are the best judge of the value of the data, and that you are solely responsible for: (a) instituting and operating all necessary back-up procedures; (b) ensuring that the Service provided by us is adequate and sufficient fry ours predict requirements, and, (c) taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.

Lover ion toos or cannage winter may are morn loss or cata for any reason.

Al-9 Syntrus shild large customers for escorted visits to rack space they share with others in our data centres (i.e. where customers rent rack space on a per ID basis) as per our then current pricing list. Pricing shall vary for visits during working hours (Monday to Friday Span to Spin) and out of hours (Monday to Friday Span to Spin) and out of hours (Monday to Friday Span to Spin) and out of hours (Monday to Friday Span to Spin) and out of hours (Monday to Friday Span to Spin) and out of hours (Monday to Friday Span to Spin) and out of hours (Monday to Friday Span to Spin) and out of hours (Monday to Friday Span to Spin) and out of hours (Monday to Friday Span to Spin) and to the following the Monday to Friday Span to Spin) and the following the Monday to Friday Span to Spin and the Monday to Friday Span to Spin) and the Monday to Friday Span to Spin and the Monday to Friday Spin and Spin an

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Page 2 of 3

Syntura Terms and Conditions and Acceptable Use Policy

consent to their inclusion on the mailing list.

367 As a guarantee of the security of your data, you are the sole holder of your persons.

370 Additional Syntura Services and HSCN Connectivity Services are serviced as a service of the services of the services

Part C Abortive site visits

40.0 We reserve the right to raise an Abortive Visit Charge in the following circumstances: (a) When our engineer attends an incorrect address provided by you, your agent or representative; (b) When our engineer arrives to carry out the installation at the address provided by you, but you no longer want the installation completed;

wars one instantation completed; (c) When our engineer is refused entry to your address, or no access can be gained at the time agreed between you and us; (d) When the site for installation does not meet the criteria specified by us as requirements for consulting the us; in the site for installation does not meet the criteria specified by us as requirements for installing the s) e.g. minimum space requirements, availability of power etc. n you report a fault, and our engineer attends the appropriate address and discovers the fault is not due

(e) When a problem reported by you is not verified by us, and following your request for an engineering visit, we cannot confirm the existence of the reported fault.

Part D Billing Configuration and Changes

41.0 The configuration and format of invoices is established at the time of issuing the first invoice for Servi under an Order. Where you are already receiving invoices from us in respect of other Orders and no instruct have been received by you to the contrary, billing will be added to the existing invoices and follow the for and configuration thereof. Where you have supplied us with billing codes prior to issuing of the first in under an Order, these will appear on the invoice. Where you subsequently require changes to the form configuration of invoices, an administrative charge will be levied in accordance with our prevailing rates at time you request the change(s) to be made.

Part E Acceptable Use Policy (AUP)

42.0 This AUP sets out our policy for the acceptable use of our Service(s). We reserve the right to suspend or terminate any or all of the Service(s) we supply to you in the event that you contravene this AUP. General

terminate any or all of the Service(s) we supply ... ,... General 42.1 Clauses 42.2 -42.12 apply to all of our Service(s).

Acceptable Use
42.2 Subject to the following paragraphs, our Service(s) may only be used for legal activity that is in furth
of your business aims, subject to payment by you of the appropriate charges.

of your business air Unacceptable Use

Unacceptable Use
4.3 Gur Services)
4.3 Gur Services
(a) For accessing, retrieving, creating, displaying, transmitting, storing or otherwise treating (other than for properly supervised and lawful research purposes) images, text, data or other material capable of being resolved into such images, text, data, material, or sounds (including voice traffic) which is obscene, indecent, abusives measuing or offensive or otherwise exceeds the bounds of generally accepted standards of good tase and ethicise (b) For creating, transmitting or storing material that is designed or likely to cause annoyance, inconvenience o needless anxiety.

needless anxiety.

(c) For creating, making or attempting to create or make, false or hoax calls to emergency services;

(d) For transmitting or attempting to transmit any material in violation of export control legislation or regulation;

(e) For creating, transmitting or storing defamatory, sainderous or libelions material;

(f) For transmitting, using, making available, copying, broadcasting, storing or publishing in whatever form any
data, information, material or statement which infringes the intellectual property rights of any person or legal

entity; (g) For transmitting unsolidited commercial or advertising material in breach of the Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998 (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) or of any other applicable legislation and regulation;

particular application will be accepted, nor do we accept any liability to you or to any third party for the unavailability of or subsequent loss of, any domain.

35.3 You warrant to us that you have the legal right to the name being registered and that you are not breaching so service marks.

35.4 Certain Top Level Domains (TLD), particularly when they are first introduced to the market, feature phased

machines resources or estworks, or interfering with service to any user, not or relevely because of machines resources or retworks, or interfering with service to any user, not or relevely as "Daniel Backing activities without the potro consert of the S.3.4 Cortain Top Levell Domains (TLDs), particularly when they are first introduced to the market, feature phased conservations of the properties of the control of the contr

of personal components from or at any time during the term of the Agreement, if requested by so, if no justification is provided, were or RIPC reserve the right to charge for any IP addresses in excess of 1/28 (IR addresses) allocation.

39.2 We shall be entitled to invoice the Customer or a time and materials basis in relation to the any requests in connection with the IP Addresses provisioning, restraing and the like).

39.3 The Customer during the term of the Agreement shall provide us with correct and up-to-date information in relation to the IP Addresses and hall provide us with the Customer contact details of the person dealing with IP Addresses. The Customer shall motify us immediately of any change of address or billing details. Until such online continuation of the customer shall provide us with the Customer contonents submitted by the Customer pursuant to this Agreement for the purpose of verifying the status of the IP Addresses and compliance with the PLA decesses and planting details and planting details. Until such plicable RIPE policies relevant to Customers spursuant to this Agreement for the purpose of verifying the status of the IP Addresses and compliance with the RIPE policies relevant to Customers spursuant to this Agreement for the purpose of verifying the status of the IP Addresses and compliance with the RIPE policies relevant to Customers spursuant to this Agreement for the purpose of verifying the status of the IP Addresses and compliance with the RIPE policies relevant to Customers spursuant to this Agreement for the purpose of verifying the status of the IP Addresses and compliance with the RIPE policies relevant to Customers spursuant to this Agreement for the purpose of verifying the status of the IP Addresses accordance with the RIPE policies relevant to Customers spursuant to this Agreement for the purpose of verifying the status of the IP Addresses accordance with the RIPE policies relevant to Customers spursuant to this Agreement for the top the customers and the RIPE policies r