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## SERVICE SCHEDULE for BTnet VPNstar

# Conditions for BTnet VPNstar

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## 1. INTERPRETATION

In this Contract:

“**BT**” means British Telecommunications plc of 81 Newgate Street, London, EC1A 7AJ registered in England No 1800000.

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

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

“**Contract**” means in order of precedence these Conditions, the Service Schedule, the BT Price List, the Order Form and the Customer Requirement Form.

“**Customer**” means the person so named on the Order Form and anyone reasonably appearing to BT to be acting with that person's authority or permission.

“**Domain Name**” means a name registered with an Internet registration authority for use as part of the Customer's URL.

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

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

“**Internet Standards**” means the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250 and any other applicable protocols and standards.

“**LAN**” means local area network.

“**Minimum Period**” means the minimum period set out in the Service Schedule or the BT Price List beginning on the Operational Service Date.

“**Operational Service Date**” means the earlier of the date when a Service is first made available to the Customer at a Site or the date when the Customer first starts to use the Service.

“**Service**” means the service or, where appropriate the services, or part of the service

described in the Service Schedule to this Contract.

“**Site**” means a place at which BT agrees to provide the Service.

“**Software**” means any software provided by BT to enable the Customer to access or use the Service.

“**System Administrator**” means a named individual appointed by the Customer to be the point of contact with BT for matters relating to the provision of the Service.

“**URL**” means a uniform resource locator, which is the full address for a web site.

## 2. DURATION

This Contract begins on the date that the Order Form is signed by both parties and will continue until terminated in accordance with this Contract.

## 3. PROVISION OF THE SERVICE

3.1 BT will provide the Customer with the Service on the terms of this Contract.

3.2 BT will use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates are estimates and BT has no liability for any failure to meet any date.

3.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider.

3.4 It is technically impracticable to provide a fault free Service and BT does not undertake to do so. BT will however repair any reported faults in accordance with the fault repair service detailed in the Service Schedule.

3.5 Occasionally BT may:

(a) change the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;

(b) suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so will give as much online, written or oral notice as is reasonably practicable. BT will restore the

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Service as soon as it reasonably can after suspension; or

- (c) give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by BT to the Customer or any other customer.

3.6 With the exception of the BT Equipment and the Software, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service.

### 4. BT EQUIPMENT

4.1 The Customer will, at its own expense, to enable the installation and use of the BT Equipment:

- (a) obtain all necessary consents including consents for any necessary alterations to buildings;
- (b) provide a suitable environment accommodation, and foundations, including all necessary trunking, conduits and cable trays in accordance with the relevant installation standards;
- (c) take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as BT advises are necessary, and carry out afterwards any making good or decorator's work required; and
- (d) provide any electricity and connection points required by BT.

All preliminaries must be completed in advance of any installation work.

4.2 The Customer is responsible for the BT Equipment and must not add to, modify or in any way interfere with the BT Equipment, nor allow anyone else (other than someone authorised by BT) to do so. The Customer will be liable to BT for any loss of or damage to the BT Equipment, except where such loss or damage is due to fair wear and tear or is caused by BT, or anyone acting on BT's behalf.

### 5. CONNECTION OF EQUIPMENT TO THE SERVICE

5.1 The Customer must ensure that any equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety or security procedures applicable to the use of that equipment.

5.2 The Customer must ensure that any equipment which is attached (directly or indirectly) to the Service is technically compatible with the Service and approved for that purpose under any relevant legislation.

### 6. ACCESS AND SITE REGULATIONS

6.1 To enable BT to carry out its obligations under this Contract the Customer will provide BT employees, and anyone acting on BT's behalf, who produces a valid identity card, with access to any Site or any other premises outside BT's control at all reasonable times.

6.2 BT employees and anyone acting on BT's behalf will observe the Customer's reasonable Site regulations as previously advised in writing to BT. In the event of any conflict between the Site regulations and this Contract, this Contract will prevail.

6.3 The Customer will provide a suitable and safe working environment for BT employees and anyone acting on BT's behalf.

### 7. USE OF THE SERVICE

7.1 The Service must not be used in a way that does not comply with:

- (a) the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful; or
- (b) any instructions given by BT under paragraph 3.5(c).

7.2 The Service must not be used:

- (a) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- (b) to cause annoyance, inconvenience or needless anxiety;

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- (c) to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or
- (d) other than in accordance with the acceptable use policies of any connected networks and the Internet Standards.

7.3 The Customer must not use a Domain Name or URL which infringes the rights of any person in a corresponding trade mark or name.

7.4 If the Customer or anyone else, with or without the Customer's knowledge or approval, uses:

- (a) the Service in contravention of paragraphs 7.1, 7.2 or 7.3; or
- (b) the network capacity of the Service or the Software made available to it in any way which, in BT's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT,

BT may treat the contravention as a material breach of this Contract which cannot be remedied for the purposes of paragraph 17.

7.5 The Customer must indemnify BT against any claims or legal proceedings which are brought or threatened against BT by a third party because:

- (a) the Service is used in breach of the provisions of this paragraph 7; or
- (b) the Service is faulty or cannot be used by that third party.

BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

### 8. INTERNET

The Service can enable access to the Internet if it is used in conjunction with other telecommunications equipment and services necessary to connect to the Internet. The Internet is independent of the Service and BT

and use of the Internet is solely at the Customer's risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

### 9. INTELLECTUAL PROPERTY RIGHTS

9.1 Where Software is provided to enable the Customer to use the Service, BT grants the Customer a non-exclusive, non-transferable licence to use the Software for that purpose.

9.2 The Customer will not, without BT's prior written consent, copy or (except as permitted by law) decompile or modify the Software, nor copy the manuals or documentation.

9.3 The Customer will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that software.

9.4 BT may offer updates or modifications to the Software or documentation. Any applicable charges for such updates or modifications will be notified to the Customer at the time BT offers such updates or modifications.

### 10. LAN ACCESS

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

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

For the avoidance of doubt, BT is not responsible for providing any support whether technical or otherwise, to the Customer's LAN.

10.2 Where IP addresses are allocated to the Customer these are for use in connection only with the Service and all rights in those IP addresses belong to BT. The Customer cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Contract is terminated for whatever reason the IP addresses will revert to BT.

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### 11. CONFIDENTIALITY

11.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Contract and will not disclose that information to any person (other than their employees or professional advisers, or in the case of BT the employees of a BT Group Company who need to know the information) without the written consent of the other party.

11.2 This paragraph 11 will not apply to:

- (a) any information which has been published other than through a breach of this Contract;
- (b) information lawfully in the possession of the recipient before the disclosure under this Contract took place;
- (c) information obtained from a third party who is free to disclose it; and
- (d) information which a party is requested to disclose and if it did not could be required by law to do so.

11.3 This paragraph 11 will remain in effect for 2 years after the termination of this Contract.

### 12. CHARGES AND DEPOSITS

12.1 The charges for the Service will be calculated in accordance with the BT Price List. Charging will begin on the Operational Service Date for the Service. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of, BT. Value Added Tax will be added to BT's invoices as appropriate.

12.2 The Customer will pay the charges within 28 days of the date of BT's invoice. BT may charge daily interest on late payments at a rate equal to 4 % per annum above the base lending rate of HSBC Bank plc.

12.3 The Customer acknowledges that the Customer may be subject to BT's credit vetting procedures and that BT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

### 13. LIMITATION OF LIABILITY

13.1 BT accepts unlimited liability for death or personal injury resulting from its negligence and paragraphs 13.2 and 13.3 do not apply to such liability.

13.2 BT is not liable to the Customer, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data.

13.3 BT's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Contract is limited to £250,000 for any one incident or series of related incidents and to £500,000 for all incidents in any period of 12 months.

13.4 BT excludes all liability of any kind in respect of any information of any kind made available by or on behalf of the Customer using the Service, any other material on the Internet which can be accessed using the Service and is not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Service or on the Internet.

13.5 BT is not liable to the Customer either in contract, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including domain name registration authorities) or for faults in or failures of their equipment.

13.6 Each provision of this Contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

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

14.1 If either party is unable to perform any obligation under this Contract because of a matter beyond its reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving its employees), or acts of local or central Government or other competent authorities, or events beyond the reasonable control of its suppliers, it will have no liability to the other for that failure to perform.

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14.2 If any of the events detailed in paragraphs 14.1 continue for more than 3 months either party may serve notice on the other terminating this Contract.

### 15. CANCELLATION

The Customer may cancel the Service at any time before the Operational Service Date. If the Customer cancels the Service the Customer must pay BT for any work done or money spent in getting ready to provide the Service. BT will take reasonable steps to mitigate the amount of such costs.

### 16. TERMINATION OF THIS CONTRACT BY NOTICE

16.1 Either party may terminate this Contract on 28 days' notice to the other.

16.2 If the Customer terminates this Contract or a Service during its Minimum Period (other than because BT has materially increased its charges, or has materially changed the Conditions of this Contract to the Customer's detriment) the Customer must pay BT rental or other charges for the remainder of any Minimum Period at the rate in force at termination or as otherwise provided in the BT Price List.

### 17. BREACHES OF THIS CONTRACT

17.1 Either party may terminate this Contract or the provision of Service (in whole or in part) under it without notice if the other:

- (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
- (b) commits a material breach of this Contract which cannot be remedied; or
- (c) is repeatedly in breach of this Contract; or
- (d) is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver

or administrator is appointed over its assets.

17.2 If any of the events detailed in paragraph 17.1 occur because of the Customer, BT may suspend the Service (in whole or in part) without prejudice to its right to terminate this Contract. Where the Service is suspended under this paragraph the Customer must pay the charges for the Service until this Contract is terminated.

17.3 If this Contract is terminated by BT during the Minimum Period because of an event specified in paragraph 17.1, the Customer must pay BT rental or other charges for the remainder of any Minimum Period at the rate in force at termination or as otherwise provided in the BT Price List.

17.4 If either party delays in acting upon a breach of this Contract that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Contract that waiver is limited to that particular breach.

### 18. CHANGES TO THIS CONTRACT

#### 18.1 Service

If the Customer asks BT to make any change to the Service BT may ask the Customer to confirm the request in writing. If BT agrees to a change, this Contract will be amended from the date when BT confirms the change in writing to the Customer.

#### 18.2 Conditions

BT can change the Conditions of this Contract (including the charges) at any time. BT will give the Customer notice of the changes and publish details in each of BT's major offices at least 28 days before the change is to take effect.

### 19. EXPORT CONTROL

19.1 Delivery of the Service to the Customer may be subject to the United States of America export control law and regulations or the laws and regulations of another country. BT does not represent that any necessary approvals and licences will be granted. The Customer will provide reasonable assistance to BT to obtain any necessary consents. If, through no fault of BT, any necessary consents are not granted, then BT can terminate this Contract or the provision of the Service under it (as

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appropriate) without any liability to the Customer.

19.2 The Customer agrees to comply with any applicable export or re-export laws and regulations of any country, including obtaining written authority from the US Government if the Customer intends at any time to re-export any items of US origin to any proscribed destination.

19.3 For US Government personnel using the Service in the United Kingdom, US Government restricted rights will apply.

### 20. ASSIGNMENT

Neither party may assign or transfer any of their rights or obligations under this Contract, without the written consent of the other, except that BT may assign its rights or obligations (or both) to a BT Group Company without consent.

### 21. ENTIRE AGREEMENT

21.1 This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

21.2 The parties acknowledge and agree that:

- (a) they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it; and
- (b) in connection with this Contract their only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Contract and that all other rights and remedies are excluded, except in the case of fraud.

21.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 22. NOTICES

Subject to paragraph 3.5(b) notices given under this Contract must be in writing and delivered by hand, or sent by prepaid post, facsimile or electronic mail as follows:

(a) to BT at the address of BT's office shown on the Order Form or on the Customer's last bill or any alternative address that BT notifies to the Customer;

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

### 23. LAW

This Contract is governed by the law of England and Wales.