

Vaioni Clear Voice Terms and Conditions

Agreement. Devices that are “accredited” have been best optimised to work on our platform and networks, an accredited list of devices is available on request.

- 2.4 Vaioni will respond to any reported fault with the Service as soon as reasonably practicable during Vaioni’s normal working hours and will use all reasonable endeavours to correct any fault within Vaioni’s control.
- 2.5 You understand and acknowledge that features covered are those that have been specified in the Clear Voice Service (as specified in the Service description including Voice, Mobile and Devices).

3 CALLING BUNDLES

- 3.1 Minutes will be aggregated for all bundles (active users) across the organisation per type (landline and mobile) of call allowing for spread of high and low usage callers.
- 3.2 Any calls above the inclusive minutes in any given month will be charged at standard Vaioni call tariff.
- 3.3 International and all Premium Rate calls will be charged at Vaioni call tariff rates as published.
- 3.4 Calls to the British Isles (Jersey, Guernsey, Isle of Man) will be charged at Vaioni call tariff rates.
- 3.5 The month will start at 00:00:01 on the first day of the calendar month and end on the last day of the calendar month.
- 3.6 Bundle of minutes used across whole organisation
- 3.7 New users are immediately enrolled onto call bundles.
- 3.8 Bundle restricted per organisation with no flexibility of minutes or £ value to be carried forward (this reset each month).
- 3.9 Organisation can have more than one bundle per month.
- 3.10 Vaioni may make changes to the call tariffs from time to time on not less than 30 days' prior written notice.
- 3.11 Fraud prevention alerting system is in place limiting the monetary value of fraud attacks. An account is limited to a set daily spending limit, This is set to £100 per day per customer but exceptions can be made for heavy users.

4 BROADBAND

- 4.1 Where IP Centrex services are to be supplied, an arrangement to provide a Broadband connection must be made by the customer, either through VAIONI or through an approved supplier of suitable broadband services (in accordance with criteria to be provided by Vaioni.) This will generally require the provision of a single analogue BT line, by the Customer.

- 4.2** Broadband Connections supplied by Vaioni will be specified to include a guaranteed quality of Service (QoS). If an alternative unapproved Broadband connection is to be supplied by the customer, then Vaioni will require the customer to sign a disclaimer with regards to Quality of Service.
- 4.3** Vaioni will not be responsible for any failure to deliver the Service when the obligation set out in Clause 4.1 and 4.2 has not been fulfilled.

5 ACCESS

- 5.1** Vaioni or its appointed agent will deliver and install any Service Equipment required for provision of the Service at the Customer's Premises. Vaioni will take all reasonable steps to deliver and install the Service Equipment by such date as is advised, however any delivery date specified will be an estimate only. Vaioni accepts no liability for failure to meet the delivery date.
- 5.2** The Service Equipment will remain the property of Vaioni at all times, except where the Customer has purchased the Service equipment, or entered into a separate agreement to obtain the Service equipment, or until such time, as the Service equipment has been paid for in full. The Customer must not add to, modify or in any interfere with the Service Equipment, nor allow anyone else other than someone authorised by Vaioni to do so. The Customer will be liable for any loss or damage to the Service Equipment except where such damage is due to fair wear and tear or is caused by Vaioni or anyone acting on Vaioni's behalf.
- 5.3** Vaioni's grants the Customer a non-exclusive, non-transferable license to use the Software solely in respect of the provision of the Service.
- 5.4** Where access to the Service is facilitated through BT number porting, the Customer authorises Vaioni to have the numbers from the BT Lines listed in the Order Form routed by Vaioni instead of BT and to forward appropriate details of the Customer's porting application for the Service to BT. The Customer will receive advance notification of the change of service from BT to Vaioni. Vaioni's ability to provide the Service is subject to BT porting the numbers.
- 5.5** In the case of analogue lines being utilised for facsimile machines, the standard service is not compatible, and an alternative e-fax service will be offered for numbers that are required to be ported to Vaioni. This may result in loss of service for a period of up to 15 days.
- 5.6** Vaioni reserve the right to charge £20 per number ported to cover administrative costs.

6 USE OF THE SERVICE

- 6.1** During the Term of this Agreement, the Customer will not use another telecommunications service provider or network operator to provide any indirect or direct access telephony service.

- 6.2** The Customer will ensure that the Customer Equipment is in proper working order and complies with all applicable standards and approvals for network connection. The Customer will not do anything that may damage or affect the operation of Vaioni telecommunications network.
- 6.3** The Customer will ensure that the Service is used for the purpose for which Vaioni has authorised and is not used either by the Customer or any third party for any fraudulent, criminal, defamatory, offensive, obscene or abusive purpose or so as to constitute a violation or infringement of the rights of Vaioni or any third party. The Customer undertakes to comply with all applicable laws and regulations and all reasonable instructions of Vaioni in relation to its use of the Service and the Service Equipment.
- 6.4** If the Network is to be used to carry alarm signals, then Vaioni will not accept responsibility for lack of Service or failure to deliver an alarm signal due to
- a)**the network going down;
 - b)**suspension of the Customer's account or
 - c)**reasons outside Vaioni's reasonable control including but not limited to any technical failure of the Network; because the Network is being tested, modified or maintained or if access to the Network is denied.
- 6.5** If the Network is being used for business purposes then Customer will indemnify Vaioni against any threat or any claim by a third party because the Service was faulty or cannot be used by them.
- 6.6** Vaioni will have the right to recover all reasonable costs incurred in investigating or remedying any fault with the Service where it is caused by the Customer's negligence or default or by the Customer Equipment or where the fault does not lie with Vaioni or any Service Equipment.

7 PAYMENT

- 7.1** All charges payable under this Agreement will be calculated by reference to data recorded or logged by Vaioni and not by reference to data recorded or logged by the Customer.
- 7.2** Vaioni reserves the right to change any tariff where the Customer is in breach of any term of this Agreement.

8 PROVISION OF INFORMATION

- 8.1** The Customer undertakes promptly to provide Vaioni free of charge, with all information and cooperation as it may reasonably require enabling it to proceed without interruption with the performance of its obligations under this Agreement.

- 8.2** Vaioni warrants to keep any data or other information it obtains in the performance of its obligations under this Agreement in accordance with relevant data protection legislation and not to use or disclose such information for any unlawful purpose.

9 LIABILITY

- 9.1** Nothing in this Agreement will exclude or restrict Vaioni's liability for death or personal injury resulting from the negligence of Vaioni or its employees while acting in the course of their employment or for fraudulent misrepresentation or for any other liability that cannot by law be excluded.
- 9.2** Subject to 8.1, this Clause sets out Vaioni's total liability to the Customer if the Service is not available for a continuous period of 12hours or more in any one day and that unavailability is attributable entirely due to the fault of Vaioni. In the event of such an event Vaioni's total liability will be limited to the sum of 5% of the charges incurred in the average month for the previous quarter. Such liability will be paid as a credit against the next bill. Vaioni aggregate liability in respect of all causes of action arising in each calendar year whether in contract, tort or otherwise in connection with this Agreement will not exceed 60% of the total charges paid or payable by the Customer for the Service in such calendar year or £1000, whichever is the lesser sum.
- 9.3** Vaioni will not be liable for failure to perform any of its obligations under this Agreement if it is prevented from doing so by any circumstances beyond its reasonable control, including, but not limited to, the acts or omissions of a third party telecommunications network operator or through the Customer's acts, omissions negligence or default.
- 9.4** In the event of any failure in the Service, Vaioni will not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another service provider.
- 9.5** The provisions of this Clause 9 will continue to apply notwithstanding the termination of this agreement.

10 SUSPENSION OF SERVICE

- 10.1** Vaioni may at its sole discretion elect to suspend with immediate effect the provision of the Service until further notice without liability or compensation to the Customer on notifying the Customer either orally(confirming the same in writing) or in writing in the event that:
- a) The Customer is in breach of any term of this Agreement;
 - b) The Customer prevents or delays any prearranged maintenance from being carried out;
 - c) The Customer is suspected, in Vaioni's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Service;
 - d) Vaioni is obliged to do so in order to comply with an order, instruction or

request of any government, emergency service organisation or other competent authority.

- 10.2** If Vaioni suspends the service under this Agreement then Customer will reimburse any costs and expenses reasonably incurred as a result of such suspension and/or the services being reinstated.
- 10.3** If Vaioni chooses to suspend the Service this will not prevent Vaioni from also taking other action to terminate the Agreement under Clause 10 below.

11 TELEPHONE NUMBERS

- 11.1** If Customers are provided with a telephone number (including a code) as part of the provision of the Services, then that code and number belongs to Vaioni and the Customer will have no right to keep that number or to sell, dispose or transfer that number at any time. Vaioni will use its reasonable efforts to ensure that the Customer is able to keep the number during the period of this Agreement but Vaioni reserves the right to change the telephone number on reasonable notice at its sole discretion.

12 GENERAL

- 12.1** Vaioni reserves the right to change these terms and Clauses at anytime and on reasonable written notice to Customer.
- 12.2** The Customer may not assign or transfer this Agreement or any of its rights under it without Vaioni's prior written consent. Vaioni may assign the benefit of any or all of its rights under this Agreement by giving notice in writing to the Customer.
- 12.3** Notices to the address specified in the Order must be given in writing either by hand, by first class post, or by facsimile transmission provided that there is a transmission sheet showing that the transmission was properly transmitted to the correct number. Notices must be sent to the address or fax number specified in the Order or such other address as may be notified to the other party from time to time. Post will be judged to have arrived 2 days from date of posting. Notices sent by other means will be received immediately
- 12.4** If any provision of this Agreement is found to be invalid, unlawful or unenforceable in any respect, the remaining provisions will continue to apply to the fullest extent permitted by law.
- 12.5** Vaioni will take all reasonable efforts to ensure the security of its Service but Customer should be aware that there is always a risk of such security being breached for reasons beyond the control of Vaioni, where for instance the Service is provided through a third party network.

- 12.6** Failure by either party to exercise or enforce any right under this Agreement will not be treated as a waiver of that right and will not prevent that right or any other right being exercised or enforced on a later occasion.
- 12.7** This Agreement and any documents referred to in it, including, but not limited to, Vaioni tariff together represent the entire agreement and understanding of the parties with respect to their subject matter and supersede all prior understandings and representations (other than fraudulent misrepresentations), whether written or oral and this Agreement may only be notified if such modification is in writing and signed by Vaioni and the Customer.
- 12.8** The parties do not intend that any term of this Agreement should be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone else.
- 12.9** English law will govern this Agreement and the parties agree to submit any disputes to the exclusive jurisdiction of the English courts.
- 12.10** If the Customer is not satisfied with the Service then they may refer any complaint to the telecommunications Ombudsman, whose details may be found at or to OFCOM, the communications regulator at or call OFCOM on 0845 456 3000.

Clear SIP

These Specific Terms and Conditions are to be read in conjunction with our General Terms and Conditions of Business. All definitions contained within the General Terms and Conditions of Business shall have the same meaning when used in these Specific Terms and Conditions.

1 THE SERVICES

- 1.1 The Services to which these Specific Terms and Conditions relate ("Clear SIP" or "Service") provide you with the facility to make and, where applicable, receive phone calls. Specific products can be found on our Web site: [http:// www.vaioni.com/voice-services](http://www.vaioni.com/voice-services). Service will be provided to you using the phone number specified in the Customer Application.
- 1.2 You agree and warrant that you will not use (and will ensure that no-one else uses) the Clear SIP to make offensive, indecent, menacing or hoax calls. You shall not use the Clear SIP to transfer any illegal material or engage in unlawful activities. You also agree that you will not re sell or onward sell the Clear SIP to any third party.

2 COMMENCEMENT OF SERVICES

- 2.1 To enable us to provide you with the Clear SIP service, you must have either have a presence (including necessary equipment as determined by us) in the Telecity facility in Manchester or a Wireless Ethernet supplied by Vaioni (other an 'access only' Wireless Ethernet) . Other services can be used in conjunction with the Clear SIP at Vaioni's discretion. If connectivity is obtained from Vaioni, the relevant terms and conditions of Vaioni apply.
- 2.2 To enable us to provide you with the Clear SIP, you will need and agree to install a PBX with a SIP interface (referred to in these Specific Terms and Conditions, together with any other equipment specified in the Customer Application, as the Equipment) at your relevant premises prior to commencement of the Clear SIP. Before accepting your Customer Application, we may at our discretion, give you some advice on any necessary preparation.
- 2.3 You may purchase the Equipment from us if it is available (if and when we notify you that it is available, but not otherwise) but you are in any event responsible for maintenance and support of the Equipment. We may at our discretion provide recommendations as to third party suppliers of the Equipment where available, but shall not be obliged to do so. You are responsible for providing a suitable location for any Equipment which is purchased from us or a third party and for the maintenance and support of any Equipment. Without limiting the generality of these Specific Terms and Conditions, Vaioni does not guarantee compatibility or offer any assurances as to levels of service or otherwise in relation to the Clear SIP Voice Service in the event that the Clear SIP Voice Service is used with hardware or applications not supplied or configured by Vaioni.
- 2.4 We will use all reasonable efforts to activate the Clear SIP service by the date notified to you following acceptance of your Customer Application, however all dates are estimates and we do not guarantee that they will be met.

3 CHARGES AND PAYMENTS

- 3.1 The monthly charges for the Clear SIP and specific call charges will be provided and must be agreed, by signature, prior to the provision of the Service. The one off installation charge is payable in advance. Prior to the provision of the Service, you are required to apply for and obtain a service agreement with Vaioni. Once this agreement is in place, you can make calls up to the maximum value of as agreed by us from time to time. All monthly charges for your Clear SIP Voice Service will be billed at the end of the month during which the relevant calls were made. You must pay the whole sum invoiced by a single payment within 30 days.
- 3.2 In the event that you exceed the maximum value agreed in any one calendar month, we reserve the right to suspend your Account(s), until such time that we receive all monies outstanding. Our standard payment terms are 30 days following invoice date. We reserve the right to suspend the Service if these terms are not met.

- 3.3** Customers who have existing agreement to incur charges with Vaioni for other Vaioni services you can use such limit for Clear SIP Voice subject to a review of estimated spend for the new Service. As such a new limit may be applied and proof may be required for the increased limit.
- 3.4** There is a minimum charge for the Service in any calendar month. During your monthly billing cycle if your call charges do not exceed the minimum charge excluding VAT your bill for the month will be the minimum charge excluding VAT. If your monthly call charges do exceed the minimum charge excluding VAT, your bill will be for the amount you have accumulated.
- 3.5** We will provide you with a summary bill of call charges due from you on your renewal date each month. To print an itemised bill, you will require software which can read .xls files such as Microsoft Excel or Microsoft Excel Viewer. All calls will be billed against the phone number designated in your Customer Application.
- 3.6** The summary bill referred to above will be sent to you by email in PDF format. You will need to have Adobe Acrobat Reader installed to view this type of file. If you would like to receive a hard copy of your bill, you can ring our Accounts team on 0870 160 0650 (or such other number as we may notify to you for that purpose from time to time).
- 3.7** You acknowledge and agree that you are not entitled to any refund in respect of any unused rental purchased during the contract or upon receipt from you of a cancellation of the Service. In addition, nothing in the Agreement shall relieve you of any liability to pay, and you shall be and remain responsible to pay, all charges for any calls or rentals made from your account for the Clear SIP Voice Service.
- 3.8** Any invoice disputes should be raised in writing with Vaioni, no later than 7 working days from the Tax point date on the disputed Invoice (or the date the summary bill is sent to you, if later). Invoice disputes need to be notified to The Accounts Team at accounts@vaioni.com or by fax to 0870 160 0651, or by post to Vaioni. If the dispute is found by us to be valid, then a credit will be applied to a subsequent invoice for the relevant amount.

4 TRANSFERABILITY

- 4.1** The phone number that is assigned to your account can be amended by written request by you for free. We will endeavour to complete change within 24 working hours although this cannot be guaranteed. During the change process, you may not be able to use the Clear SIP Voice Service. We will inform you of the new telephone number that has been assigned to your account. It is your responsibility to update any hardware or software configuration with these new details in order to enable calls using the Clear SIP Voice Service.
- 4.2** It is your responsibility to ensure that your contact details are kept up to date. In the event that you access the Service from a different location, you shall inform us of your updated location information.
- 4.3** You agree to:

 - a)** keep any records of your User Name(s) and/or Password(s) in separate places and take all necessary steps to ensure their security;
 - b)** keep your User Name(s) and/or Password(s) private and confidential and ensure, at all times, that it (or they) do not become known to anyone else.

5 TERMINATION

- 5.1** You may cancel the Clear SIP Service (and terminate the Agreement) at any time before the Service is activated and available for you to use.
- 5.2** Any Equipment that may be purchased from us will be subject to the terms of the General Terms and Conditions or other applicable purchase terms and conditions.

- 5.3 Once your Clear SIP Voice account has been set up and activated, if you wish to terminate the Service, you may do so by giving notice equal to the Minimum Cancellation Notice Period (being 30 days) to expire on or after the Minimum Service Period. Termination notification is specified in our General Terms and Conditions.
- 5.4 If we have provided you with inbound numbers that have been set up and activated and you wish to cancel the Service you may do so by giving notice equal to the Minimum Cancellation Notice Period (being 30 days) to expire on or after the Minimum Service Period. Termination notification is specified in our General Terms and Conditions.
- 5.5 We may not offer you the ability to transfer (port) your existing number to an alternative supplier in the event of termination the Service
- 5.6 You understand that terminating the Clear SIP Voice service does not automatically terminate any other services that you have with us. Termination of other services is separate and subject to the applicable Specific Terms and Conditions
- 5.7 If you choose to terminate any Vaioni services as a result of which the Clear SIP Voice Service is not available to you, you must place a separate cancellation request for cancellation of the Clear SIP Voice Service. If you do not terminate the Clear SIP Voice Service separately you will be liable to pay continuing charges for the Clear SIP notwithstanding that the Clear SIP Voice Service may not be available without the other Vaioni service (for example, internet access).
- 5.8 On termination of the Clear SIP Voice Service for any reason, we will invoice you for all call charges due in respect of any calls made from your Account via the Clear SIP Voice Service up to the date of such termination.
- 5.9 We reserve the right to suspend or terminate the Service for failure to pay any sum on the due date for payment.

6 IMPORTANT INFORMATION

- 6.1 Not all services and features that you would expect from a standard phone line will be available as part of the Clear SIP Voice Service. If you purchase voice hardware from Vaioni that has been configured correctly and you lose power, then all calls will be routed over the standard telephone network and you will be liable for all call charges. If you do not use hardware from Vaioni and you lose power, then we can make no guarantees that you will be able to make any calls. If you are able to make any calls, then you will be liable for all charges incurred.
- 6.2 We cannot guarantee the availability of the Clear SIP Service in the event of matters beyond our reasonable control including without limitation, if your service is lost or fails, power cuts/failure, flood, fire, riot, failure of third party suppliers, strikes, embargoes or changes in law or regulation. The Clear SIP Voice Service may also be impaired by the uploading or downloading of data using your Internet connection.

EMERGENCY CALLS

- 6.3 We will endeavour to carry any 999/112 Emergency calls that are made using the Service, but we cannot guarantee that you will be able to make these calls. We would advise that you do not try to route these calls using Clear SIP Voice at any time and that you make alternative arrangements to ensure that you can make 999/112 Emergency calls.

You will not be able to make calls to 09 or 1 telephone numbers (with the exception of 141). It is your responsibility to inform permitted users that it may not be possible to make such calls with the Clear SIP Voice Service. It is your responsibility to provide and/or procure all such equipment and/or services (and ensure that they are correctly installed, configured and/or activated) to allow you to route these calls by alternative means.

- 6.4** If you do make an Emergency call over the Vaioni network, then we cannot guarantee that we will be able to provide location information to the Emergency services. In this situation, it is your responsibility to read out your location information and your phone number to the operator
- 6.5** You understand and acknowledge that some calls are not covered by the Clear SIP Voice Service (as specified in the Service description or Customer Application) will not be routed over the Clear SIP network, and that should you make such a call then you will be liable for any charges from any other operator.
- 6.6** You understand that should you lose connection to the Clear SIP Voice network or should the Clear SIP fail, then it is your responsibility to make alternative arrangements to route calls.
- 6.7** It is your sole responsibility to ensure that measures are taken to restrict phone users and numbers dialled where necessary, as all call charges arising from the use of the Service are at your expense. For the avoidance of doubt, Vaioni is not be liable for call charges including without limitation those arising from inappropriate and/or excessive use of the Clear SIP Voice Service.
- 6.8** We reserve the right to amend our call charges at any point and will give you advance notice of any changes.
- 6.9** You acknowledge that the number of concurrent calls that you are able to make via the Service may be dependent on the bandwidth available. Without limiting the generality of these Specific Terms and Conditions, Vaioni accepts no responsibility for loss or degraded quality of the Service as a result of excessive concurrent calls.

Domain Names

These Specific Terms and Conditions are to be read in conjunction with our General Terms and Conditions of Business. All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Business unless specified below, in which case they will have the meaning specified herein:

1 DEFINITIONS AND INTERPRETATION

"Domain Name" means a name registered, or to be registered, with a Registry for use as part of your URL;

"Domain Name Privacy Services" means the data suppression services which enable personal contact details to be suppressed from the publicly available WHOIS database and which are described in more details on our Website;

"Domain Name Registration Services" means the registration of a Domain Name with a Registry and which are described in more details on our Website;

"Domain Name Services" means the Domain Name Registration Services, the Domain Name Privacy Services, and the Domain Name Transfer Services or any or all of them;

"Domain Name Transfer Services" means the transfer of a Domain Name from us to an alternative third party provider, and which are described in more detail on our Website;

"Intellectual Property Rights" means any intellectual property rights of any nature, including but not limited to any and all inventions, patents, design rights, database rights, copyright moral rights, know-how, trade secrets, confidential information, trade marks, service marks, trade names and goodwill; and

"Registry" means an organisation responsible for holding and processing all records for particular Domain Name extensions.

1.2 These Specific Terms and Conditions are supplemental to and shall incorporate our General Terms and Conditions of Business. Except to the extent they have been expressly varied by these Specific Terms and Conditions, the provisions of the General Terms and Conditions shall remain in full force and effect and these Specific Terms and Conditions shall be governed by the provisions contained therein.

1.3 Notwithstanding the provisions of clause 1.2, in the event of any conflict and/or any inconsistencies between the provisions of these Specific Terms and Conditions and the provisions of our General Terms and Conditions of Business, the provisions of these Specific Terms and Conditions shall prevail.

2 THE DOMAIN NAME SERVICES

2.1 In accordance with clauses 1.2 and 1.3 above, we shall provide the Domain Name Services to you subject to the terms of these Specific Terms and Conditions and our General Terms and Conditions of Business.

2.2 Notwithstanding the provisions of clause 2.1 above, the provision of the Domain Name Service is subject to acceptance by you of the terms and conditions of each relevant Registry, including but not limited to, any terms, rules, regulations and policies and any dispute resolution procedure published by the relevant Registry in connection with the Domain Name Registration Service and which are in force from time to time (the "Registry Terms").

2.3 You agree that you will, at all times, comply with the Registry Terms and acknowledge that it is your responsibility to familiarise yourself with the Registry Terms prior to submitting a Customer Application to us for the Domain Name Services or any renewal of the Domain Name Services.

- 2.4** In the event of any conflict and/or inconsistency between the provisions of these Specific Terms and Conditions and the General Terms and Conditions of Business and the provisions of the Registry Terms, the provisions of the Registry Terms shall prevail, insofar as they relate to the provision of the Domain Name Services to you.
- 2.5** You acknowledge that any timescales specified by us in relation to the provision of the Domain Name Services are estimates only and we shall not be liable for any loss, damage or claim relating to any delay relating to the provision of the Domain Name Services, howsoever caused.
- 2.6** You shall indemnify us against and any all claims, losses and/or damage suffered by us as a result of any claim:
- a)** that a Domain Name infringes the Intellectual Property Rights of any third party;
 - b)** that a Domain Name has been registered in bad faith and/or is being used for any unlawful purposes; and/or
 - c)** in respect of any errors in any information provided by you regarding the Domain Name Services.
- 2.7** You acknowledge and agree to provide accurate contact details in respect of the Domain Name Services, and to keep such details up to date. Failure to keep your contact details updated may result in you not receiving important information regarding the Domain Name Services, including but not limited to, Domain Name renewal notices. You acknowledge and agree that we cannot accept liability for any loss, damage or claim arising from your failure to provide accurate and updated contact details:

3 DOMAIN NAME REGISTRATION SERVICES

- 3.1** We offer a range of Domain Name extensions including .co.uk, .org.uk, .me.uk, .ltd.uk, .plc.uk, .com, .net, .org, .biz, .info and .eu. Please refer to our Web site for availability at the time of ordering.
- 3.2** You acknowledge that for applications for registrations for .plc.uk and .ltd.uk Domain Names, your Domain Name must be identical to your company name as registered with Companies House and that the company must remain registered at Companies House for the Domain Name to remain registered. We shall not be liable for any loss, damage or claim relating to non-registration or revocation of a Domain Name in the event that you do not continue to meet these requirements.
- 3.3** Registrations for the .uk Domain Name extension are valid for two years. All other Domain Name extensions are valid for one year. Thereafter, the Domain Name Registration Services shall automatically renew for further periods of:
- a)** 24 months in respect of .uk Domain Names; and/or
 - b)** 12 months in respect of all other Domain Name extensions;
- in each case a "Renewal Period", until and unless terminated by you upon giving us notice to terminate prior to the first anniversary of your Domain Name Registration or prior to the anniversary of any Renewal Period in accordance with clause 3.4.
- 3.4** We shall send you a reminder prior to the renewal of the Domain Name Registration Services. If you do not wish to renew the Domain Name Registration Services, you must notify us within 14 days from the date of the reminder notice, otherwise the Domain Name Registration Services will automatically renew in accordance with clause 3.3
- 3.5** Notwithstanding the provisions of clause 3.3, the Charges for all Domain Names will be payable annually in advance. The Charges for .uk Domain Names shall be payable in two instalments. In the event that a .uk Domain Name is transferred or cancelled prior to payment of the second instalment of the Charges, the second instalment will remain payable by you.
- 3.6** You acknowledge that our acceptance of your Customer Application for Domain Name Registration Services shall not constitute confirmation from us that any particular Domain Name is available for registration as this is controlled by the relevant Registry.

- 3.7** Save in the circumstances set out at clause 3.2 above, in the event that a Domain Name is not registered and/or the Registry refuses to register a Domain Name, we will refund the Charges in respect of the Domain Name Registration Services to you.
- 3.8** Our liability in respect of clause 3.7 shall be limited to the refund of the Charges paid by you in respect of the Domain Name Registration Services. We shall not be liable for any loss, damage or claim relating to the non-registration of the Domain Name or your reliance upon the registration of the Domain Name howsoever caused.
- 3.9** You agree that all Domain Names will be initially directed to a holding page hosted by us (the "Holding Page") until you contact us to agree otherwise. You acknowledge that the Holding Page may contain marketing information and links to other products and services provided by us from time to time. We shall be entitled to modify the content of the Holding Page at any time and without giving prior notice to you.

4 DOMAIN NAME TRANSFER SERVICES

- 4.1** In the event that you request a transfer of a Domain Name from us to a new service provider, you agree and acknowledge that:
- a)** you may not transfer a Domain Name to a new service provider within 60 days of registration of the Domain Name with us;
 - b)** the new service provider must be aware of and be able to approve the transfer;
 - c)** your submission of a transfer request does not guarantee that the transfer will be successful; and
 - d)** until such time as the transfer is complete, you will remain liable for the management of the Domain Name, including the obligation to pay any applicable renewal charges and any other charges which may become due prior to the transfer date.
- 4.2** You acknowledge that, in addition to the requirements set out at clause 4.1, you must complete a Domain Name Transfer Away Form (available from us upon request). Business users must also provide a written request to use the Domain Name Transfer Services (printed upon their letter headed paper) in addition to the Domain Name Transfer Away Form.
- 4.3** The current fee for the Domain Name Transfer Services is available upon request.

5 DOMAIN NAME PRIVACY SERVICES

- 5.1** The Domain Name Privacy Services are available for .com, .net, .org, .biz and .info Domain Names.
- 5.2** For the avoidance of doubt, domain privacy is available on all .uk domains free of charge if you are a non-trading individual registering a Domain Name. If you require this option, the WHOIS opt-out option may be selected at the time the Customer Application is submitted to us or by contacting us at any time thereafter.
- 5.3** The fee for the Domain Name Privacy Services shall be charged annually in advance and you acknowledge that the Domain Name Privacy Services shall be provided to you for a minimum period of 12 months. Thereafter, the Domain Name Privacy Services shall automatically renew for further 12 month periods (a "Renewal Period"), until and unless terminated by you upon giving us 45 days notice to terminate prior to the first anniversary of the Domain Name Privacy Services or prior to the anniversary of any Renewal Period.
- 5.4** If the Domain Name Privacy Services are cancelled by you, you acknowledge that you will not be entitled to a refund of any Charges already paid by you to us in respect of the Domain Name Privacy Services for the applicable period.

6 GENERAL

- 6.1** These Specific Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Hosted XC

1 ADDITIONAL DEFINED TERMS

Some words used in this Addendum have particular meanings:

“Bulk Mail” means email messages of similar content that are sent to more than 250 recipients. Mail messages sent within the same domain name, or from your domain name to your other domain name(s) hosted on the Vaioni system are not “Bulk Mail” for the purposes of this definition.

“Effective Date” means the date on which you have submitted a signed Agreement for Mail Services and we have received your payment for the first month’s service.

“Junk Mail” means email that is captured by our mail filter and other email that is reported by you to Vaioni as undesirable.

“Mail Service” or “Mail Services” means the Vaioni Email, Microsoft Hosted Exchange, and/or other email service described in your Services Description, plus Support, as defined below. “Mail Services” does not include any mail applications that Vaioni licenses for use on a fully- or partially-dedicated Hosted System.

“Support” means (i) management of the Mail Service by a technical support team that includes individuals trained in the system you select, and (ii) availability of support twenty-four (24) hours per day, seven days per week, year round.

2 ADDITIONAL VAIONI OBLIGATIONS.

In addition to its obligations stated in the General Terms and Conditions, Vaioni will provide the following services as part of your Mail Services:

- 2.1** Administration. Vaioni will provision the initial environment. You will otherwise be responsible for administering your Mail Service, including adding mailboxes, adding wireless or other service components, adding storage capacity, managing settings, and configuring spam filters.
- 2.2** Service Level Agreement. (“SLA”). Your Mail Service will be available 100% of the time in a given calendar month, excluding downtime due to maintenance.
 - 2.2.1** Downtime. Downtime exists if you are unable to send or receive mail as a result of a failure of your Mail Service. Downtime does not exist if you are unable to send or receive mail as a result of a failure outside of Vaioni’s reasonable control, such as your connection to the Internet, your computer, your mobile device, or your systems. Vaioni will perform maintenance on the Mail Services on a regularly scheduled basis within its published maintenance windows, which will be announced on our system status page (<http://www.vaioni.com>). Vaioni may also perform unscheduled emergency maintenance if needed to address new security threats or other non-routine events. Delays that may occur while the Mail Service makes planned transitions between redundant system elements is considered maintenance. If Vaioni expects any maintenance to take more than twenty minutes, it will make reasonable efforts to post an announcement on the system status page at least seven (7) days in advance of the maintenance, but we do not guarantee such notice. Delivery delays are considered downtime only for the period that mail is not being processed.
 - 2.2.2** In the event of downtime, you are eligible for a credit as follows:
 - 2.2.2.1** if the downtime continues for five (5) consecutive hours or more, you may request a credit equal to the monthly recurring fee for the affected Mail Service (Vaioni Email, Microsoft Exchange, BlackBerry Enterprise Server or ActiveSync) multiplied by the percentage of your mailboxes affected (the “Maximum Credit”);
or

- 2.2.2.2** If the downtime continues for less than five (5) consecutive hours, then you may request a prorated portion of the Maximum Credit equal to the number of minutes of downtime divided by five (5) hours (300 minutes).

You are not entitled to a credit if you are in breach of the Agreement (including your payment obligations to us) at the time of the occurrence of the event giving rise to the credit until you have cured the breach. You are not entitled to a credit if the event giving rise to the credit would not have occurred but for your breach of the Agreement.

You must request a credit through your control panel within seven (7) days following the end of the downtime. Your request must describe the downtime, including the specific Mail Service affected, the start and end time of the downtime, a percentage or list of mailboxes affected, and specifically how your use of the Mail Service was adversely affected. Vaioni will apply any credit that is due against your next invoice for Mail Services.

- 2.3** Support. Vaioni will provide Support to your designated administrator(s) or technical contacts on the account. Vaioni will not provide Support directly to your end users unless specifically agreed in writing.

3 LIMITATIONS ON MAIL SERVICES

- 3.1** Filtering. Vaioni provides certain services designed to filter unwanted email, such as spam, phishing scams, and email infected with viruses. You acknowledge that the technological limitations of the filtering service will likely result in the capture of some legitimate email, and the failure to capture some unwanted email, including email infected with viruses. Email that is quarantined by the filtering system is excluded from the Service Level Guarantee.
- 3.2** Delivery Failures. Vaioni will use commercially reasonable efforts to deliver your email messages. Third party filtering services may from time to time prevent successful delivery of your messages.
- 3.3** You hereby release Vaioni and its employees, agents, suppliers, and affiliates from any liability or damages arising from the failure of Vaioni's filtering services to capture unwanted email or from a failure of your email to reach its intended recipient as a result of a filtering service used by the recipient or the recipient's email service provider.
- 3.4** Memory Limitations. Mail that exceeds the storage limit when received may be permanently lost. You may adjust the storage capacity of your individual mailboxes via the control panel, and it is your obligation to monitor and adjust the storage capacity of individual mailboxes as needed. An individual email message that exceeds the per-message size limit may also be permanently lost. As of May 2008, the per message size limit is 50MB.
- 3.5** Backups. Vaioni performs data backups on a "snap shot" basis at a specific moment. Therefore Vaioni may not create a backup of every item that is sent, received or stored. The backup will only capture those items (including mailboxes and public folders) that are present during the time of the backup. Data on backups may be retrieved only for a limited number of days. See information in Section 4.3 (Records Retrieval) below regarding Records Retrieval services.
- 3.6** Bulk Mail. You may not use the Mail Services to send Bulk Mail except via a Vaioni approved mail marketing service. You may not send bulk or commercial mail that has a Vaioni Mail Service return address or references a Vaioni Mail Service address, unless approved by Vaioni in advance. You may not intentionally use your Mail Service for the purpose of receiving bulk mail from others. For example, you may not submit any Mail Service email address to a "Safelist" or "Free for All" list.
- 3.7** Unsolicited Mail. You may not send email to anyone with whom you do not have a pre-existing relationship, unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email.

- 3.8** System Abuse. You may not use the Mail Services in a way that creates technical disturbances for other Vaioni mail customers or for the Vaioni systems generally. Specifically, but without limitation:
- 3.8.1** No Shared Mailboxes. Each mailbox may be used by one natural person at a time. Attempts to log into a single mailbox simultaneously from more than one computer are prohibited. You may not use automated tools such as “Fetchmail” or “Microsoft Exchange Connector” to virtualize one mailbox into multiple mailboxes;
 - 3.8.2** Automated Use. Mailboxes are not designed for automated use, such as sending email from web servers, or receiving email from automated programs. Such use is permitted provided that you do not violate this Agreement or disrupt the normal operation of the mail system, but we do not provide technical support for this type of use.

4 CUSTOMER SECURITY OBLIGATIONS.

The General Terms and Conditions require you to use reasonable security precautions in light of your use of the Services. For Mail Services, this includes using a desktop virus scanner and firewall on computers that are connected to the Internet.

5 ADDITIONAL TERMS FOR CERTAIN SERVICES

The following additional terms will apply if you elect to purchase one of the services described below:

- 5.1** Migration Services. At your request, we will provide an advance estimate of fees based on the information you provide to us. However, you acknowledge that our fee will be calculated on the basis of the actual number of mailboxes and amount of data migrated and may exceed the estimate. You acknowledge that after we begin the migration services we may discover technical limitations related to the configuration of your data that prevent us from successfully completing the migration. We will not charge you a fee if we are unable to successfully migrate your data. You acknowledge that there is a special risk that data will be lost during a migration. You agree that you will create a reliable back up of all data to be migrated prior to the time that we begin the migration. You agree that we are not liable to you for damages resulting from the loss or corruption of your information as part of the migration.
- 5.2** Domain Name Services. If you register, renew or transfer a domain name through Vaioni, Vaioni will submit the request to its domain name services provider (the “Registrar”) on your behalf. Vaioni’s sole responsibility is to submit the request to the Registrar. Vaioni is not responsible for any errors, omissions or failures of the Registrar. Your use of domain name services is subject to the applicable legal terms of the Registrar posted on their website. You are responsible for closing any account with any prior reseller of or registrar for the requested domain name, and you are responsible for responding to any inquiries sent to you by the Registrar.
- 5.3** Records Retrieval. For Vaioni Mail, you will be able to recover deleted messages yourself via the administrative control panel for up to fourteen (14) days from the day deleted. For Vaioni Microsoft Exchange, you will not be able to recover your deleted mail yourself, but Vaioni will recover your deleted mail for you on a fee basis for up to fourteen (14) days from the day deleted. For both Vaioni Mail and Vaioni Microsoft Exchange your deleted messages may not be available after fourteen (14) days from the day deleted. Records retrieval services will be performed on a fee basis and will take up to two (2) hours for a deleted item, and up to six (6) hours for an entire mailbox. At your written request made at or prior to the termination of your Mail Service, Vaioni will provide a complete copy of your mail data on a fee basis no later than ten (10) days following the date of the request, provided that all payments on your account must be made prior to Vaioni's release of the copy of the data to you.
- 5.4** Archiving Services. If you elect to purchase archiving services, the archiving services will capture only the email that you send or receive after the date that the archiving services are implemented. Upon termination of your account for Mail Services, or your archiving service, we will destroy your archived data unless you have made other arrangements with us.

Vaioni's archiving services are designed to help you comply with various legal and regulatory requirements that may be applicable to you. However, you are responsible for understanding the legal and regulatory requirements applicable to your business and for using your archiving service in a manner that complies with the applicable requirements.

In addition, Vaioni's archiving service has certain limitations that may mean it is not an appropriate archiving solution for you. Please see the product description at http://www.vaioni.com/assets/Vaioni_Archive_issues_Hosted_XC.pdf for more information.

6 WIRELESS

If you elect to use a wireless component of your Mail Service, your use of the wireless component shall be governed by the following additional terms, as applicable:

- a) for BlackBerry™, the terms at http://www.vaioni.com/assets/WirelessandBlackberry_Terms_Hosted_XC.pdf;
- b) for Goodlink™, Good Technology Inc.'s license terms and Acceptable Use Policy at www.good.com/corp/content/Documentation/forms_license.doc; (collectively, the "Wireless License Terms"); provided, however that any provisions regarding Goodlink's customer support shall not be applicable, and you acknowledge that you shall look solely to Vaioni for customer support in connection with the wireless components of the Mail Service. You may use the wireless components only with the types of handhelds specified in the "Wireless License Terms." You acknowledge that Vaioni does not have expertise or specialized training with respect to the wireless components, and agree that Vaioni's support obligation with respect to these components is limited to such efforts as may be reasonably expected of technicians having generalized knowledge and training in information technology systems.

The wireless components of the Mail Service contain "strong encryption" that is controlled for export by law.

7 TERM

The initial term of each Agreement begins on the Effective Date and continues for the period stated in the Service Description. Upon expiration of the initial term, the Agreement will automatically renew for successive renewal terms of one month each unless and until one of us provides the other with thirty (30) days advance written notice of non-renewal.

8 TERMINATION FOR CONVENIENCE

You may terminate the Agreement for convenience at any time on thirty (30) days advance written notice. Vaioni may terminate for convenience at any time on one hundred and twenty (120) days advance written notice.

9 FEES

- 9.1 We may increase our fees for Mail Services at any time by posting the new fees in the control panel or providing notice to you via email. Fee increases will not be applied to your Mail Services purchased prior to the time of the fee increase until at least forty-five (45) days after the date the new fees are first published, but any new Mail Services you purchase after a fee increase will be charged at the new fees.

10 ADDITIONAL SUSPENSION, TERMINATION AND INDEMNIFICATION GROUNDS

In addition to the suspension and termination stated in Section 11 of the General Terms and Conditions, we may suspend your Mail Services or terminate the Agreement immediately and without notice if: (i) you use your Mail Service in violation of the use restrictions in the Agreement, including those in the AUP and at Section 3.6 (Bulk Mail) or Section 3.7 (Unsolicited Mail) above, (ii) your Mail Service email address or related IP number(s) is/are blacklisted by any third party, or Vaioni is retaliated against as a result of your email, regardless of whether you are in breach of the AUP or other part of the Agreement, or are

otherwise at fault, or (iii) we receive excessive or repeated complaints from your email recipients, regardless of whether you are in breach of this AUP or are otherwise at fault. Complaints from email recipients and third party abuse agencies (e.g. SpamHaus or Spamcop) shall be deemed proof of the facts stated therein unless you provide compelling evidence to the contrary.

11 PRIVACY

11.1 Content/Message Routing Data. Your email messages and other items sent or received via the Mail Service will include: (i) the content of the communication (“content”), and (ii) certain information that is created by the systems and networks that are used to create and transmit the message (the “message routing data”). The content includes things like the text of email messages and attached media files, and is generally the information that could be communicated using some media other than email (like a letter, telephone call, CD, DVD, etc.) The message routing data includes information such as server hostnames, IP addresses, timestamps, mail queue file identifiers, and spam filtering information, and is generally information that would not exist but for the fact that the communication was made via email.

11.2 Content Privacy. We respect your privacy. The content of your items is your Confidential Information and is subject to the restrictions on use and disclosure described in the General Terms and Conditions, Section 12 (Confidential Information). In addition to those restrictions, we agree that our personnel will not view the content of your items except in the specific ways defined below. However, you agree that we may view and use the message routing data for our general business purposes, including maintaining and improving security, improving our services, and developing products. In addition, you agree that we may disclose message routing data to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

11.3 Our Limited Rights to View and Use Your Content. You agree that our personnel may view the content of your email and other items for the following purposes:

- a) as necessary to respond to your specific support request;
- b) to ensure that backups are being performed properly;
- c) for Bulk Mail, to ensure compliance with our requirements for Bulk Mail stated in the Acceptable Use Policy;
- d) as appropriate to the exercise of our rights to use and disclose your Confidential Information as described below in the General Terms and Conditions, Section 12 (Confidential Information); and
- e) (Confidential Information); and
- f) for Junk Mail, to improve our email filter.

If we use third party vendors to help us provide Services to you, we may permit those vendors to view and use your email content for the same purposes described above, provided that the vendors are subject to confidentiality and privacy restrictions at least as stringent as those stated in the General Terms and Conditions, Section 12 (Confidential Information). In addition, we may share the content of your Junk Mail with independent third party abuse agencies and trade groups for the purpose of assisting in industry initiatives to control undesirable email.

You acknowledge that Vaioni is required to establish an abuse@[yourdomain].com and postmaster@[yourdomain].com address for each of your domains. Vaioni personnel will review the content of all mail received at these addresses. You may configure your Mail Service such that mail is not received at these addresses but is instead forwarded to someone within your organization.

WE WILL NOT EMPLOY TECHNOLOGY TO READ YOUR EMAIL MESSAGES IN ORDER TO TARGET, DISPLAY OR SEND MARKETING ADS BASED ON THE CONTENT OF THOSE EMAIL MESSAGES.

11.4 Usage Data. We collect and store information related to your use of the Services, such as use of SMTP, POP3, IMAP, and filtering choices and usage. You agree that we use this information for our general business purposes and may disclose the information to third parties in aggregate statistical form, provided that we do not include any information that could be used to identify you.

11.5 Changes to Privacy Terms.

We may change Subsection_11.3 (Our Limited Right to View and Use Your Content) under the same procedures described for amendments to the AUP in the General Terms and Conditions, Section 9 (Changes to the Acceptable Use Policy).

12 IP ADDRESSES

Upon expiration or termination of the Agreement, you must discontinue use of the Mail Services and relinquish use of the IP addresses and server names assigned to you by Vaioni in connection with Services, including pointing the DNS for your domain name(s) away from Vaioni Services.

13 RESALE

You may not resell the Mail Services without Vaioni's prior written consent.

14 COUNTRY SPECIFIC TERMS

If you are a customer of Vaioni and have signed a hosting services agreement governed by English law, but have purchased Services that will be provided in whole or in part from datacentres or other Vaioni facilities in the United States, then the following additional terms are part of your Agreement with Rackspace.

US Acceptable Use Policy

The Vaioni Acceptable Use Policy at [HYPERLINK](#)

"<http://www.rackspace.com/information/legal/aup.php>" "http://www.vaioni.com/assets/Vaioni_AUP_Hosted_XC.pdf" is incorporated in the Agreement by this reference and governs your use of any Services provided from Vaioni datacentres in the United States. [HYPERLINK](#)

"<http://www.rackspace.com/information/legal/aup.php>" [HYPERLINK](#)

"<http://www.rackspace.com/information/legal/aup.php>"

Export Matters

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom Vaioni is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

This Mail Hosting Services Terms and Conditions represents the entire relationship between the parties and supersedes all previous written or other correspondence and agreements, understandings or communications, whether written or oral, as to the subject matter of this Mail Hosting Services Terms and Conditions.

VPLS / E-LAN

1 OVERVIEW

The Supplier's Ethernet VPN Service is an E-LAN service, as defined by MEF, providing any to any connectivity. The Ethernet VPN Service provides connectivity between Sites to enable an organisation to share resources and create multiple community of interest networks over a single physical infrastructure thus ensuring secure transmission/receipt of information and also enabling organisations to achieve cost efficiencies by allowing multiple users to use a single network.

The Ethernet VPN Service provides a Virtual Private LAN Service ("VPLS") with a multi-point to multi-point Ethernet Virtual Circuit ("EVC") creating a broadcast LAN between Sites. All service access points are associated with a single EVC. Customer Ethernet Frames that ingress at a service access point ("SAP"s) are transported across the EVC and will egress at any of the service access points in the EVC, depending on destination MAC address.

The Supplier's Ethernet VPN Service has been designed to connect multiple Sites.

Access bandwidths are delivered at 10Mbit/s, 100Mbit/s or 1Gbit/s and standard incremental EVC/VLAN bandwidths are available:

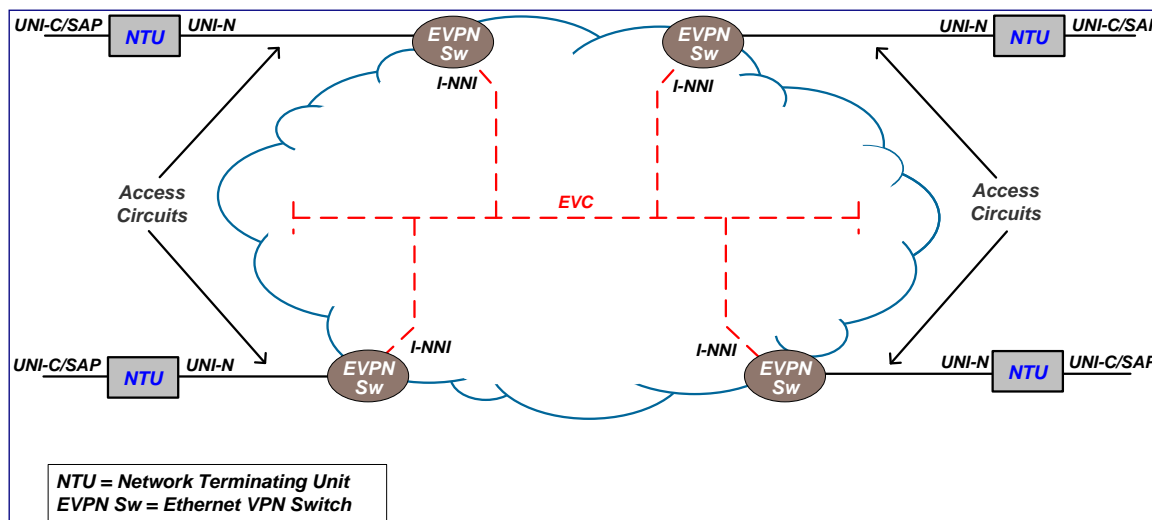
- a) 2Mbit/s increments up to 10Mbit/s;
- b) 10Mbit/s between 10-100Mbit/s; and,
- c) 100Mbit/s between 100Mbit/s and 1Gbit/s

2 TECHNICAL DESCRIPTION

The Supplier's Ethernet VPN Service is a standards based Layer 2 switched Ethernet VPN service. The Supplier's ingress and egress Ethernet ports are 802.1Q Tunnels and will pass any Customer-VLAN-ID (C-VLAN-ID) tagged Ethernet frames (IEEE 802.1Q) from point "A" to point "B" unmodified.

The Supplier's Ethernet VPN Service adheres to the MEF standards. In this section, the following terms have the following MEF meanings:

- a) **UNI-C/SAP** - The standard Ethernet interface, as delivered on the NTU that is the point of demarcation between the Customer Provided Apparatus and the Ethernet VPN. This is equivalent to the Customer's SAP.
- b) **UNI-N** – The interface between the NTU and the Ethernet VPN switch.
- c) **I-NNI** - Any interface that interconnects Ethernet switches within the Supplier's Ethernet VPN network.
- d) **EVC** - Ethernet Virtual Circuit is the term for the communication relationship between two or more UNIs on a carrier network. (A point-to-point EVC must have exactly two UNIs associated with one another; for a multipoint-to-multipoint EVC, two or more UNIs must be associated with one another.)
- e) **Access Circuit** - The circuit between the Site and the Supplier's point of presence (PoP).



As illustrated in the above diagram, all sites have single SAP with an Access Circuit within which a contracted bandwidth may be defined. Contracted bandwidth represents a bandwidth profile configured on the Ethernet VPN ingress switch port.

A single broadcast or multicast ingress frame at a given SAP will be replicated in the Ethernet VPN and a single copy delivered to each of the other SAPs in the EVC. This kind of delivery would also typically apply to a service frame for which the Ethernet VPN has not yet learned an association of the destination MAC address with an EVC/SAP pair. This is an “E-LAN” service as defined by the MEF. Unicast traffic will be point-to-point based on MAC address.

The Access Circuit will always be specified as 10, 100 or 1000Mbit/s dependent on the requested EVC data speed across the Ethernet VPN. Capacity across the Ethernet VPN will be between 2 and 1000Mbit/s.

The Service comprises one NTU at each Customer Site providing connection to the Supplier Network. The NTUs will be located on the Customer Sites (at the end locations specified in the Order) and the Customer will be presented with either RJ45 copper interface for 10/100Mbit/s service or options of SM or MM on LC fibre connectors, or 1000BaseTx RJ45 copper interface for 1000Mbit/s.

The Service demarcation point is the Customer-facing ports of the Customer-sited NTUs.

This Service Definition covers Ethernet VPN Circuits at the following speeds:
Access Circuit speeds at 10, to 100, to 1000Mbit/s, via Supplier fibre or Short Haul Data Service.

EVC bandwidth options are: 2, 4, 6, 8, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100, 200, 300, 400, 500, 600, 700, 800, 900 and 1000Mbit/s increments (to the limit of the tail capacity and connection speed).

The key technical characteristics of the Ethernet VPN circuit are shown below:

- a) Speed – Access Circuits will always be specified as 10, 100 or 1000Mbit/s.
- b) Delivery media – Supplier fibre or Short Haul Data Service.
- c) User Interface – Ethernet port on the Supplier deployed NTU. The Customer will be presented with either RJ45 copper interface for 10/100Mbit/s service or fibre options of SM or MM on LC fibre connectors, or 1000BaseTx RJ45 copper interface for 1000Mbit/s
- d) Topology – Ethernet over fibre.
- e) Resilience – Single access to a Site; full resilience of label switch paths through the MPLS core.
- f) Class of Service – circuits are available with up to 7 Classes of Service which offer a choice of traffic prioritisation (Edge QoS on network entry and exit) levels and committed and burst data rates. Full details are available from the Supplier on request.
- g) Performance reporting –on-line performance reporting can be provided. This reporting can provide traffic throughput for each Class of Service deployed plus round trip delay (latency multiplied by two), jitter and packet loss measurements from the Supplier Network as detailed below.

Service Performance: Latency

For Ethernet VPN Circuits, latency means the time taken for an Ethernet frame to travel across the Supplier Network between the Supplier's PoPs. The target for the Service is set at less than 15ms. Measurement of latency is taken from a sample value from the Supplier Network and may be the average of more than one test result. No more than 1 in 1000 samples should exceed the target latency under normal conditions, excluding periods of planned maintenance and outages however caused. For the purposes of the on-line performance reporting tool, the latency measure is multiplied by a factor of 2 and represented as round trip delay.

Service Performance: Jitter

The target jitter for the Service is measured by sending four test packets of 80 bytes (with 20ms spacing), periodically and regularly, 24 hours a day between the Supplier's PoPs with appropriate averaging. The target jitter for the Service is set at less than 8ms. Any traffic exceeding the Customer's CDR will be discarded and not included in the jitter measurement. Jitter is taken from a sample value from the Supplier Network and may be the average of more than one test result. No more than 1 in 1000 samples should exceed the target jitter under normal conditions, excluding periods of planned maintenance and outages however caused.

Service Performance: Packet Delivery

The target packet delivery for the Service is measured by sending four test packets of 80 bytes (with 20ms spacing), periodically and regularly, 24 hours a day between the Supplier's PoPs with appropriate averaging. The target packet delivery for the Service is set at better than 99.9%. Any traffic exceeding the Customer's CDR will be discarded and not included in the packet delivery measurement.

3 RESTRICTIONS ON SERVICE

Ethernet VPN Networks are only available in areas where the Supplier has existing local access infrastructure or the Supplier can use a Short Haul Data Service access connection.

The Ethernet VPN Service is transparent and therefore the Supplier imposes no restrictions on applications or protocols run across the Service. Layer 2 Control Protocols are not transportable over the Service. All offers for the provision of Ethernet VPN are made subject to survey. On receipt of an Order, the Supplier will carry out surveys and network capacity checks in order to validate its budgetary quotation and delivery timescale. In exceptional circumstances this may result in the Supplier's offer being modified or withdrawn.

MAC Address Learning

The Ethernet VPN switch in the Supplier's PoP must learn the destination of each Customer MAC address in an Ethernet VPN VPLS instance, so frames can be forwarded correctly.

If the Customer connects to the NTU using a router, then only the MAC addresses of the router interfaces connected to the Ethernet VPN are entered into the MAC address tables as all other devices will be hidden behind the router MAC address. This is the recommended and preferred method of connectivity.

If the Customer connects to the NTU using a layer 2 switch, there will typically be one MAC address per device on the Customer's LAN. This has the potential to create large MAC address tables. Ethernet VPNs with a large amount of large sites in one Metro Domain (eg over 100 sites each with 500 Ethernet devices or 50 sites with 1000 Ethernet devices) should be connected via a Router to reduce MAC addresses learnt by the MetNet switches. If connected via a Layer 2 switch instead of a Layer 3 router advice must be sought from the Supplier's Technical Pre-Sales team.

4 SERVICE MANAGEMENT AND REPORTING

The Supplier provides service management for each Service as set out below:

- a) Investigating unplanned Service outages;
- b) Producing major incident reports and reason for outage reports;

- c) Identifying fault trends and initiating corrective action;
- d) Managing Planned Works;
- e) Managing Service queries and requests from the Customer; and
- f) Managing provision of Service reports.

Full details of service management are set out in the Operations and Maintenance Manual.

5. FAULT MANAGEMENT

Full details of the fault reporting process and contact names and numbers are set out in the Operations and Maintenance Manual.

6 CANCELLATION AND MODIFICATION

6.1 Cancellation of Service by the Customer

- a) *Cancellation prior to Customer Execute Date.* If an Order for an Ethernet VPN Circuit is cancelled before the Customer Execute Date, the Supplier reserves the right to make a Cancellation Charge to cover all reasonable costs incurred by the Supplier as a result of such cancellation or modification, in accordance with the following formula, as a percentage of the Installation Charge plus eighty per cent (80%) of the Rental which would have been due and payable in the first year of the Contract had it not been cancelled:

$$\frac{\text{Number of Working Days between Order acceptance date and the earlier of: (a) Order cancellation date; or (b) Customer Promise Date (or Initial Delivery Date if there is no Customer Promise Date)}}{\text{Number of Working Days between Order acceptance date and Customer Promise Date (or Initial Delivery Date if there is no Customer Promise Date)}} \times 100$$

- b) *Cancellation after Customer Execute Date.* If an Ethernet VPN Circuit is cancelled following the Customer Execute Date, the following cancellation terms will apply:

Notice required by the Supplier	3 months written notice
Circuit cancellation date	3 months after receipt of written notice
Cancellation Charge	80% of any outstanding Rental calculated pro-rata from the Circuit cancellation date to the end of the Minimum Period

6.2 Modification of Service by the Customer

If the details of a Circuit are changed substantially at any time by the Customer (such as but not limited to change in A-end or B-end location, change in capacity or change in presentation), the Supplier reserves the right to charge Reconfiguration Charges or treat the modification as a cease and re-provide and charge a Cancellation Charge. A Circuit will be considered to have been regraded if, at the Customer's request, the access circuit, CDR, or any Services Equipment has been changed. In this case a planned outage may be required.

7 SERVICE LEVEL TARGETS AND CREDITS

The Supplier shall use reasonable endeavours to provide the Services throughout the term of the Contract in a manner which meets or exceeds the Service Levels set out in this section.

The Service Credits set out in Tables 2A, 2B and 3 are subject to a maximum, in aggregate in any calendar month, of 100% of the monthly Rental for the Ethernet VPN Circuit in question.

Service Credits shall not apply and, for the purposes of these Service Levels, the Services shall be deemed to be Available in respect of any period where the Supplier's failure to meet the Service Levels results directly or indirectly from:

- a) Force Majeure;

- b) any actions or inactions of the Customer (including, without limitation, requests for testing of the Service by the Customer although no Fault has been detected, requests for modifications, failure of Customer Provided Apparatus, failure by the Customer to provide access to Service Equipment, failure by the Customer to operate the Services in accordance with the Contract);
- c) misuse of the Services contrary to the Contract;
- d) any planned outage
- e) any Fault that is not reported to the Supplier;
- f) any reported period of non-Availability where the Supplier can find no Fault;
- g) any Fault that is due to user error; and/or
- h) the Customer's failure to provide accurate forecasts if required in accordance with the Contract.

7.1 Customer Promise Dates

For each Ethernet VPN Circuit, the Supplier will agree a Customer Promise Date. If the Supplier fails to meet this date and cannot demonstrate that the delay is caused by circumstances beyond its reasonable control (which, for the avoidance of doubt, shall include the late delivery of any third party circuit elements), the Customer will be entitled to compensation for the late delivery of the Circuit in accordance with Table 1 below.

Table 1

Number of whole calendar days by which the Customer Execute Date exceeds the Customer Promise Date	Compensation
1 to 5	5% of Installation Charges applicable to the affected Circuit
6 to 10	15% of Installation Charges applicable to the affected Circuit
11+	30% of Installation Charges applicable to the affected Circuit

In the event that the Customer Execute Date of a Circuit is delayed by more than thirty (30) days (the "Deadline") after the Customer Promise Date and it cannot be demonstrated that the delay is caused by circumstances beyond the Supplier's reasonable control (which, for the avoidance of doubt, shall include the late delivery of any third party circuit elements), then in addition to the compensation set out in Table 1, the Customer shall have the right to terminate the relevant Circuit. The compensation and the right to terminate the relevant Circuit in the circumstances set out herein shall comprise the Customer's sole remedy in respect of delays to the Customer Execute Date.

7.2 Target Service Availability

For Ethernet VPN Circuits, the Supplier guarantees the circuit Availability for each Circuit to be at least 99.9% for a Service provided with a third party access circuit and 99.95% for a Service provided wholly on the Supplier Network, in each 12 month period following the Customer Execute Date and each anniversary thereof. For the purpose of calculating Availability, "Unavailable Time" means a period of time when there is a total break in transmission or where the bit error rate in each of ten consecutive seconds is worse than 1×10^{-3} . Where the Availability of the Service falls below the percentages set out above, the Customer shall be entitled to Service Credits in accordance with Tables 2A and 2B below.

Table 2A

Circuit Availability in each 12 month period, where Circuit is provided using 3 rd party access circuit	Service Credits as percentage of one month's Rental applicable to the affected Circuit
99.9% or greater	0%
Less than 99.9% to 99.79%	60%
Less than 99.79% to 99.5%	90%
Less than 99.5%	100%

Table 2B

Circuit Availability in each 12 month period, where Circuit is provided wholly using the Supplier Network	Service Credits as percentage of one month's Rental applicable to the affected Circuit
99.95% or greater	0%
Less than 99.95% to 99.85%	60%
Less than 99.85% to 99.5%	90%
Less than 99.5%	100%

7.3 Service Repair Time

The Target Repair Time for Ethernet VPN Ethernet Circuits is 5 hours. Where the Ethernet VPN Circuit utilises a BT Shorthaul Data Service or where the Fault is caused by a fibre break, the Target Repair Time is 48 hours. In the event that the Supplier fails to repair a Fault within the specified Target Repair Time then Service Credits will be payable in accordance with Table 3 below:

Table 3

Hours past Target Repair Time	Service Credits as percentage of one month's Rental applicable to the affected Circuit
up to 2 hours	6%
2 to 3 hours	12%
3 to 4 hours	18%
4 to 6 hours	24%
Greater than 6 hours	30%

Repair times for nonService affecting faults will be agreed on a case by case basis. No Service Credits shall be payable for failure to repair nonService affecting faults within the Target Repair Time.

Measurement of Repair Time will commence at the time the Customer or the Supplier raises a Remedy Fault ticket and will end when the Supplier confirms to the Customer that Service has been restored, or in the event that the Supplier is unable to contact the Customer, then from the time logged by the Supplier that Service is Available. Any period during which the Service is deemed Available pursuant to Paragraph 7 above shall not be included in the measurement of Repair Time.

Virtual Network

1 DEFINITIONS

These Specific Terms and Conditions of Supply are to be read in conjunction with our General Terms and Conditions of Business. All definitions contained within these Specific Terms and Conditions have the same meaning as those set out in the General Terms and Conditions of Business unless specified below in which case they will have the meaning specified below;

"Customer Order Form" means the order form for the supply by the Company of the Equipment and/or Services, completed by, or in accordance with an order from, the Customer;

"Minimum Cancellation Notice Period" means the minimum period of notice that a Customer must give the Company to terminate a specific Service or this Agreement, as set out in Clause 8;

"Virtual Network" means the Core Cloud Network service described in the Company's literature at the date of completion of the Customer Order Form;

"Service Level Agreement" or **"SLA"** means the service level agreement at <http://www.vaioniwholesale.com/tcaupsla> relating to the Virtual Network section that describes the service levels to be met by Vaioni Group Limited together with the remedies available to the Customer for failure to meet such service levels;

"Service Period" means the period of an individual Service provided in accordance with this Agreement;

"Telecommunications Circuit" means a circuit that allows that transmission of TCP/IP data;

"Vaioni Group Limited" means Vaioni Group Limited Ltd (Company Registration Number 4314251) of Floor 6, Tomorrow, MediaCityUK, M50 2AB.

2 THE SERVICES

- 2.1 Vaioni Group Limited shall provide the Service at the data transfer speed stated on the Customer Order Form subject to the terms of this Agreement.
- 2.2 You can place your order for the Service by completing the online order form via the myVaioni Portal or signing a quotation/proposal via EchoSign or hand signature.
- 2.3 Vaioni Group Limited shall not be obliged to provide the Service to you unless and until we have received written confirmation, or (if requested in our discretion) evidence, that all installation work at the Customer's premises is complete and the other terms specified in Clause 2 of the General Terms and Conditions have been satisfied, subject to Clause 2.4.
 - (a) we have sent written notice to you (either by post, fax or e-mail) of our acceptance of the Customer Order Form; and
 - (b) we have received any initial Charges due from you in respect of the Services and/or Equipment.
- 2.4 Acceptance and/or use of the Services and/or Equipment by you constitutes your automatic acceptance of the terms and conditions of this Agreement. Whilst we will use reasonable endeavours to provide the Services and/or Equipment to you within any timescales specified by us or agreed with or requested by you, we will not be liable to you for any delay in providing or failure to provide the Services and/or Equipment within such timescales.
- 2.5 We shall allocate a range of Internet Protocol (IP) addresses for use by the Customer for machines on its network for the duration of this Agreement. It will be the responsibility of the Customer to connect the Equipment to, and to configure its machines on, its own network.

- 2.6** Save in relation to the Private WAN Circuit, we will provide you with transit and routing services for e-mail and general Internet access. We will (in consideration of the Charges) deliver IP packets to the Customer network boundary only and will not be, or be held responsible for, the transit, routing and delivery of IP packets to individual workstations on the Customer network.
- 2.7** We will endeavour to ensure that the Services are of a high quality. In order to maintain the quality and safety of the Services, and any other services which we provide to our customers, we may from time to time: (a) Suspend, close down or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Services and any Internet traffic conveyed (although we will give you as much notice as is reasonably practicable before doing so and will endeavour to carry out such works during the relevant scheduled maintenance periods as published by us); and/or (b) Give you instructions on how to use the Services. You agree to comply with any instructions we may give you in accordance with this Clause.
- 2.8** We shall send you, via e-mail, online usage statistical reports detailing the bandwidth used on the Telecommunications Circuit by the Customer and will endeavour to do so daily as specified in accordance with the Customer Order Form.
- 2.9** The Equipment shall at all times remain the property of Vaioni and Customer shall have no rights or interest in the Equipment except for quiet possession and the right to use the Equipment under this Agreement to provide the Customer Service.
- 2.13** A Wires-Only service will exclude any CPE equipment.
- 2.14** The Customer is responsible for the configuration of a routing device and implementation of any intelligence for the Wires-Only Ethernet Service.
- 2.15** DSL Failover, Wireless Ethernet, Diverse and Flex are not available with Wires-Only Ethernet.
- 2.13** Technical Support on Wires-Only services is limited and initial diagnosis is the responsibility of the Customer. Support guidelines for Wires-Only Internet Leased Lines from the Supplier will be provided to assist in the diagnosis process and must be followed and reported back to Technical Support before it is raised with the Telco Operator and the clock starts on the SLA.

3 SERVICE LEVELS/CREDITS

- 3.1** Vaioni Group Limited shall provide the Service in accordance with these Specific Terms and Conditions and subject to the applicable Service Level Agreement.

4 SERVICE PERIOD

- 4.1** We will use reasonable efforts to activate the Services, as soon as possible following completion of the matters referred to in Clause 2.3 above. However, all dates are estimates and we cannot guarantee that they will be met.
- 4.2** Unless otherwise terminated or suspended in accordance with this Agreement the following Services shall be provided for a Minimum Service Period of 12 months from the date of activation:
- (a)** Access
 - (b)** Ethernet
 - (c)** Private WAN Service
- 4.3** On expiry of the periods referred to at Clause 4.2 above (as appropriate) the Services will, unless terminated on or before the date of such expiry, automatically renew until terminated pursuant to

this Agreement or until a new contract term is agreed between Vaioni Group Limited and the Customer.

5 PROVISION OF SERVICE

- 5.1** We may be required to carry out additional construction work prior to or during installation of a Telecommunication Circuit (for example because fibre or copper is not present, or buildings entries are required and/or additional equipment is needed). You may be subject to additional charges for such work, and these are described in Clause 7.6.
- 5.2** Vaioni Group Limited may monitor the Service 24 hours a day, 7 days a week, 365 days a year. Relevant details of this activity are set out in the applicable Service Level Agreement.
- 5.3** Where EFM & GEA services are purchased through TalkTalk Wholesale or BT including EFM Lite, you will agree that the final speed of the service you purchase may vary and this will not give right to early termination or reduction in charges.
- 5.4** When EFM services are purchased you will take note, EFM services are not transferable between sites or postcodes due to limitations applied by the Operator. You must pay for the existing contract and order a new service.

6 CONDITIONS OF USE

- 6.1** You agree that you will be responsible for all use of the Services and (unless, we have agreed to supply it as part of the Equipment) for providing all additional equipment and/or services (including, without limitation, a PSTN line, if required), and for obtaining any permits and/or licences which are necessary for connecting to, and accessing, the Services. You agree that you are responsible for complying with all terms and conditions (including, without limitation, terms of payment) relating to any telecommunications service which is required by you to access the Services.
- 6.2** With regard to DSL Backup, the PSTN line for DSL Backup will only receive maximum line speed, and is subject to availability, according to BT's advertised coverage of exchanges in the UK. Where DSL is not available, a backup dial-up account will be provided.
- 6.3** With regard to DSL monitoring of Private WAN circuits, the PSTN line for DSL monitoring is subject to availability, according to BT's advertised coverage of exchanges in the UK. Where DSL is not available, a recommended alternative will be provided.
- 6.4** You agree to:
- (a)** provide an authorised technical contact, authorised contact number, and pass phrase, to keep any records of such details in separate places and take all necessary steps to ensure the security of such records;
 - (b)** without prejudice to the General Terms and Conditions, keep such information private and confidential and ensure, at all times, that it (or they) does (do) not become known to any unauthorised personnel.
- 6.5** You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that such information has become known to any unauthorised personnel.
- 6.6** You agree that we may, from time to time, suspend and/or change your pass phrase (at our discretion if we feel that such step is in the interests of security).
- 6.7** Any managed hardware, and/or routers, which you purchase from us, will be tested by us and configured to meet your basic network and Internet specifications. In the event that you wish to make alterations to configuration of such Equipment, you agree to contact the Technical team at Vaioni Group Limited to request such changes. Upon confirmation of authorisation, TECHNICAL will make such changes.

- 6.8** Any fault with the Services and/or the Equipment, which you detect must be reported to us as soon as possible either:-
- (a) by telephone to the TECHNICAL team on 0870 160 0650 9am -5pm;
 - (b) by telephone to the TECHNICAL team on 0870 160 0650 outside office hours;
 - (c) to such other telephone number as we may notify to you from time to time for this purpose.

7 CHARGES

- 7.1** Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Services and/or Equipment shall be set out in the Customer Order Form and/or the invoice relating to such Equipment and/or Services.
- 7.2** You agree to pay for any and all charges in relation to any additional work for installation of (i) an Access Circuit or, (ii) an Ethernet Circuit. However, prior to incurring such costs, the Customer will be presented with a revised quotation and given the option to proceed or not with the installation work. If the Customer elects not to proceed, no costs will be incurred.
- 7.3** BT and / or all associated carriers we use can change this contract (including charges) at any time.
- 7.4** The supplier reserve the right to raise an 'Abortive Visit Charge' of £150 + VAT when entry to your premises is refused, or no access can be gained despite you having agreed that we or any other person may access your premises.
- 7.5** The supplier reserve the right to raise a 'Special Faults Investigation Charge' of £500 + VAT when you report a fault, and an engineer visits your premises, and discovers that the fault is not a result of a failing or defect in the Ethernet Services and/or Equipment.

8 TERMINATION

- 8.1** Unless otherwise stated, the Minimum Cancellation Notice Period is 90 days (to expire after the Minimum Service Period).
- 8.2** The Service is otherwise subject to the termination provisions of the General Terms and Conditions.
- 8.3** In the event The Service is cancelled by the customer at the survey result stage or during the installation stage where no excess charges have been presented by Vaioni to the customer, the full contract amount equal to that stated on the order form will be payable, unless there are excess charges presented by Vaioni relating to The Service to the customer which were not agreed to by the customer. In this case the service can be cancelled with no penalty.
- 8.4** Where the customer has ordered an EFM based service which ranges from 1mb to 35mb, but not limited to this, it maybe possible for you to cancel the service within 24 hours of you placing the order with Vaioni without receiving a penalty. Any cancellations received later than 24 hours, the full contract amount equal to that stated on the order form will be payable.

9 NOTICES

- 9.1** You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either e-mail or first class post to your last known e-mail or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.

Any notice to be served on us must be in writing and sent either by pre-paid first class post to our registered office or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent in accordance with this sub-clause will only be deemed served if and when you have received a written acknowledgement from us.

10 REGRADES AND SHIFTS

10.1 The bandwidth of an individual Ethernet circuit cannot be downgraded to a bandwidth which is below the Circuit bandwidth that was initially provisioned for that particular Circuit. For the avoidance of doubt, Circuit bandwidths can be upgraded at any time during the Agreement, subject to the payment of revised Charges as notified to you by The Supplier from time to time.

10.2 Once a Circuit's bandwidth is re-graded, the new Circuit bandwidth will be subject to a minimum term of one (1) month and any revised Charges will apply for that Circuit from the date upon which it is regraded. For example, where a Circuit bandwidth is regraded from 10Mb to 20Mb, the Minimum Term at 20Mb is one (1) month; thereafter the Circuit's bandwidth may be re-graded either up or down, provided that the regraded bandwidth is no lower than the original order of 10Mb.

10.3 Site Access bandwidths can be upgraded. Where the existing Site Access bandwidth is within the Minimum Service Period, upgrades will be permitted providing that new Charges and a new Minimum Service Period will apply for the upgrade. The new Minimum Service Period will have a duration of at least twelve (12) months or until the end of the original Minimum Service Period, whichever is the longer. Where a new Minimum Service Period is agreed in respect of any upgrade, this will supersede the existing terms in relation to the applicable Customer Order Form governing the Site Access bandwidths.

10.4 If an external shift is possible, where the existing Site Access is within its existing Minimum Service Period, an external shift will be permitted provided that a new Minimum Service Period is agreed with a duration of at least twelve (12) months or until the end of the existing Minimum Service Period, whichever is the later. Where a new Minimum Service Period is agreed in respect of any upgrade, this will supersede the existing terms in relation to the applicable Customer Order Form governing the Site Access bandwidths. If a shift is not possible, a new Site Access will need to be ordered into the new Site.