

GENERAL TERMS AND CONDITIONS FOR MANAGED CONNECTIVITY (“GENERAL CONDITIONS”)

This Agreement covers Your use of the Managed Connectivity Service (the Service) and is subject to the terms (the General Conditions) set out in this Agreement. By signing the Order, you signify Your acceptance of the following terms. Please read this document carefully before using the Service.

We may update this Agreement at any time, the most recent version can be located on our Terms and Conditions page <https://www.ogl.co.uk/oglt/terms> which can be accessed by using Your allocated password. It is Your responsibility to regularly check and agree to the most recent version of the General Conditions, as you will be deemed to have accepted all updates by Your continuing use of the Service. If you do not agree with the new terms when released, please contact us as soon as possible in writing.

DEFINITIONS:

The terms defined in this Agreement have the meaning set out below:

“**Acceptable Use Policy**” Virtual1’s acceptable use policy available at www.1-portal.co.uk, as may be amended by Virtual1 from time to time

“**Agreement**” the agreement between you and us for the provision of the Service incorporating these General Conditions, the applicable Services (as identified on the Order) and the Order, together with any document referenced in them.

“**Authorised Users**” Your employees, agents and independent contractors who are authorised by you to use the Services.

“**Confidential Information**” information of, or concerning, a party to this Agreement whether technical or commercial (including specifications, documents, drawings and designs), disclosed in writing, electronically or orally, where the information is identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

“**Cyber-attack**” an attempt by hackers to damage or destroy a computer network or system.

“**Data**” any of Your data held on Your System.

“**Equipment**” the server(s), PCs and/or laptops and associated devices running the Software and Services.

“**Excess Construction Charges (ECC)**” excess construction charges identified by a third party supplier which may form part of the Installation Fees.

“**Fees**” the total Fees payable by you in connection with this Agreement, comprising any Installation Fees, One-off Fees and Subscription Fees, as applicable to Your particular Services, and as set out in the Order.

“**Goods**” any products including hardware, firmware or software licences sold, licensed or otherwise provided to you by Virtual1 or Us.

“**Group**” the OGL Group of companies.

“**Initial Term**” the initial term of the Agreement described in the Order.

“**Installation**” the date upon which the relevant Service has been installed and delivered to you.

“**Installation Fees**” any fees incurred during Installation.

“**Intellectual Property Rights**” all intellectual property rights arising anywhere in the world whether registered or unregistered (including any application for registration), including copyright, know-how, confidential information, trade secrets, domain names, trade marks, trade names, patents, design rights, database rights and all rights in the nature of unfair competition rights and rights to sue for passing off.

“**Normal Support Hours**” 8.45am to 5.30pm Monday to Thursday, 8.45am to 5pm Friday excluding English public holidays.

“**One-off Fees**” any single charges or one-off costs, including (without limitation) charges for any remediation works.

“**Order**” the order for the provision of Your Services which forms part of this Agreement.

“**Renewal Period**” any renewal period described in clause 10.2.

“**Security Threat**” a possible danger that might exploit a vulnerability to breach security of Your System and therefore cause possible harm.

“**Services**” the services provided by us to you as detailed in the Schedules and described in the Order.

“**Software**” any software applications provided by us as part of the Services, as set out on the Order (excluding the Customer’s software).

“**Start Date**” the start date of this Agreement as set out in the Order, which is effective from Installation.

“**Subscription Fees**” the monthly fee payable by you for the Services, as set out in the Order.

“**System**” the Customer’s IT infrastructure including hardware, software, data, Equipment and operating system.

“**Term**” the term of the Agreement comprising the Initial Term and any Renewal Periods.

“**Third Party Services**” any software or services provided to you by us on behalf of a third party provider.

“**Virtual1**” the supplier of the managed connectivity solutions.

“**Virtual1 Equipment**” any equipment (including any software) that Virtual1 supplies for you as part of the Service.

“**We**” or “**Us**” or “**Our**” (as the context requires) OGL Computer Support Limited of Worcester Road, Stourport on Severn, Worcestershire DY13 9AT.

“**You**” or “**Your**” (as the context requires) the Customer of the Services specified in the Order.

1 APPLICATION OF THESE CONDITIONS

These General Conditions shall apply to the provision of Services to you during the Term.

2 USE OF THE SERVICES

- 2.1 Subject to Your payment of the Fees and the terms of this Agreement we grant to you a non-exclusive, non-transferable right during the Term of this Agreement to use, and/or allow the Authorised Users to use, the Services to the extent required for Your internal business operations.
- 2.2 You shall procure all necessary licences for each Authorised User to use the Services and any third party software, which may require you to agree to Third Party Services licensing terms which will be detailed on the Order, and you warrant that you have and will maintain all necessary licences and consents necessary as part of the Services.
- 2.3 You shall not, except as may be permitted by law or otherwise in accordance with this Agreement:
 - 2.3.1 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; or
 - 2.3.2 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service.
- 2.4 You shall not:
 - 2.4.1 access all or any part of the Service in order to build a product or service which competes with the Service; or
 - 2.4.2 use the Service to provide services to third parties; or
 - 2.4.3 sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or make the Services available to any third party except the Authorised Users.
- 2.5 You agree that in using the Service you shall comply with the terms of this clause 2. If you fail to comply with this clause 2, we shall have the right to:
 - 2.5.1 suspend the Services until such time as we are satisfied that you are able to comply with this clause 2; and/or
 - 2.5.2 terminate the Services forthwith upon written notice to you; and/or
 - 2.5.3 claim any costs expenses losses and damages which we may incur as a result of Your failure to comply with this clause 2.

3 OUR OBLIGATIONS

- 3.1 We will deliver the Service with reasonable skill and care, except to the extent that you have failed to comply with Your obligations in this Agreement, or where Your use of the Service is contrary to Our instructions, or where the Service has been modified or altered by anyone other than us or Our authorised contractors or agents.
- 3.2 Subject to clauses 3.3 and 3.4 if the Service does not conform to the undertaking in clause 3.1, we will use all reasonable endeavours to correct the defect in accordance with Our standard support procedures. Our standard support service shall be available during Our Normal Support Hours except in the case of a total Service failure, following which (subject to clause 3.4) we shall use Our reasonable endeavours to resume the Services as soon as reasonably practicable.
- 3.3 The remedy set out in clause 3.2 constitutes Your sole and exclusive remedy for any breach of the undertaking set out in clause 3.1.
- 3.4 Notwithstanding the foregoing, we:
 - 3.4.1 do not warrant that Your use of the Services will be uninterrupted or error-free; nor prevent a Security Threat or Cyber-attack; nor that the Services will meet Your requirements; and
 - 3.4.2 are not responsible for any delays, delivery failures, or any other loss or damage resulting from the provision of Services, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such IT and communications facilities, including Security Threat and Cyber-attack; and
 - 3.4.3 shall not be liable to you for any defect in the Services to the extent caused by any defect or failure in Your System.
- 3.5 Subject to Your obligations as set out in this Agreement, we warrant that we have and will maintain all necessary licences, consents, and permissions necessary for the performance of Our obligations under this Agreement.

GENERAL TERMS AND CONDITIONS FOR MANAGED CONNECTIVITY ("GENERAL CONDITIONS")

3.6 If it becomes necessary to modify the Service, we will give you prior reasonable notice that you will be migrated to the modified Service, or to a suitable alternative Service, of a similar standard.

4 YOUR OBLIGATIONS

4.1 In order for us to provide the Services you shall provide us with all necessary co-operation and comply with any obligations in relation to this Agreement and access to such information as we may require, including but not limited to access to Your System and any security access information.

4.2 You shall (and shall ensure that the Authorised Users shall):

4.2.1 use the Services in accordance with this Agreement and you shall be responsible for any Authorised User's breach of any term of this Agreement;

4.2.2 comply with any obligations set out in the Agreement;

4.2.3 comply with all applicable laws and regulations with respect to Your activities under this Agreement;

4.2.4 maintain all necessary licences, consents, and permissions necessary for us to be able to perform Our obligations under this Agreement;

4.2.5 carry out all other responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Your provision of such assistance as agreed by the parties, we may adjust any agreed timetable or delivery schedule as reasonably necessary;

4.2.6 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, and promptly notify us if you discover any such unauthorised access or use;

4.2.7 ensure that Your network and System comply with any relevant specifications provided by us from time to time.

5 CHARGES AND PAYMENT

5.1 In consideration of receipt of the Services, you shall pay the Fees in accordance with this clause 5 and the Order.

5.2 We shall invoice you:

5.2.1 In advance of the Start Date for the Installation Fees; and

5.2.2 for any One-off Fees, and you shall pay Our invoices for the same within 30 days of receipt.

5.3 Any Subscription Fees shall be invoiced monthly and collected monthly in arrears during the Initial Period and any Renewal Periods and you shall pay Our invoices for the same when such Fees become due in accordance with the payment profile provided to you, and this applies from the date of Installation irrespective of whether you are ready for the delivery of Services.

5.4 All amounts payable under this Agreement are exclusive of value added tax (if any) which shall be paid at the rate and in the manner for the time being prescribed by law.

5.5 If you fail to pay any amount payable under this Agreement, we reserve the right to:

5.5.1 suspend the Services until all outstanding payments are received in full; and

5.5.2 claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5.6 We shall be entitled to increase any Fees or Third Party Service Fees at any time upon 30 days' prior written notice which will take effect on Your next payment date thereafter.

6 PROPRIETARY RIGHTS

6.1 You acknowledge and agree that we and/or Our licensors own all Intellectual Property Rights in the Services. Except as expressly stated herein, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.

6.2 We shall, subject to clause 6.5, defend you, Your officers, directors and employees against any judgment by a competent UK court of law that any Software or Services infringe any United Kingdom patent effective as of the Start Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:

6.2.1 we are given prompt notice of any such claim;

6.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at Our expense; and

6.2.3 we are given sole authority to defend or settle the claim.

6.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Software or Services, replace or

modify the Software or Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement without any additional liability or obligation to pay damages or other additional costs to you.

6.4 In no event shall we, Our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:

6.4.1 a modification of the Software or Services by anyone other than us; or

6.4.2 Your use of the Software or Services in a manner contrary to the instructions given to you by us; or

6.4.3 Your use of the Software or Services after notice of the alleged or actual infringement from us or any appropriate authority.

6.5 This clause 6 sets out Our sole and exclusive rights and remedies, and Our entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

7 LIABILITY AND INDEMNITY

7.1 Nothing in this Agreement shall operate to exclude or limit Our liability for death or personal injury caused by Our negligence; any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; fraud; or any other liability which cannot be excluded or limited under applicable law.

7.2 Except as expressly and specifically provided in this Agreement:

7.2.1 you assume sole responsibility for results obtained from the use of the Services and any Software, and for conclusions drawn from such use. We shall have no liability to you or any third parties for any damage caused by errors or omissions in any information or instructions provided to us by you in connection with the Services and/or any Software, or any actions taken by us at Your direction;

7.2.2 the Services are provided to you on an "as is" basis and except, as set out herein, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

7.3 Subject to clause 7.1, we shall have no liability to you or any third parties for:

7.3.1 any loss of profits; loss of anticipated savings; loss of business opportunity or loss of goodwill, or wasted management time which you may suffer, whether they arise directly or indirectly or are immediate or consequential and whether they arise in contract, tort (including negligence) or otherwise; or

7.3.2 any indirect or consequential loss or special damage (even though we were aware of the circumstances in which such special damage could arise); or

7.3.3 any and all problems, delays, delivery failures and all other loss or damage or costs or expenses incurred by you arising from or caused by Your System; Your Equipment; Your network; Your failure to maintain internet connectivity or any breach of Your obligations under this Agreement; or

7.3.4 any loss of, or damage to Your System caused by any third party (except those third parties subcontracted by Us to perform any of the Services).

7.4 In the event that you suffer loss of or damage to Your Data as a result of Our breach of this Agreement or the negligence of Our personnel, Our total liability to you for loss of or damage shall be limited to the lesser of:

7.4.1 the cost of restoring the Data to the last available backup; or

7.4.2 the sum in clause 7.5; and

7.4.3 you acknowledge that the provisions of this clause 7.4 represents a reasonable apportionment of risk having regard to the Fees for the Services.

7.5 Subject to clauses 7.1, 7.4 and 7.5, Our total liability to you, whether in contract, tort (including negligence) or otherwise in connection with this Agreement, shall not exceed a sum equal to the total value of the Fees paid or payable by you in respect of the 12 months during which the liability arises.

8 DATA AND DATA PROTECTION

8.1 For the purpose of this agreement, you are the Data Controller and we are the Data Processor and the terms "Personal Data" and "Data Subject", "Data Processor" and "Data Controller" have the meanings given to them in the Data Protection Act 2018.

8.2 You shall own all rights, title and interest in and to all of Your Data and you provide to us all necessary rights to Your Data to enable us

GENERAL TERMS AND CONDITIONS FOR MANAGED CONNECTIVITY (“GENERAL CONDITIONS”)

to provide Our Service to you. In accordance with Our Data Processing Terms and Conditions, we will only use Your data as necessary to provide Our Service, or as otherwise required by law.

- 8.3 We warrant that, to the extent that we process any Personal Data on Your behalf:
- 8.4 we shall act only on Your lawful instructions; and
- 8.5 we have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data.
- 8.6 You acknowledge that we are reliant on you for direction in respect of Our access to Personal Data whilst providing Our Service, and that we shall not be liable for any claim brought by a Data Subject arising from any action or omission by us that resulted directly from Your instructions.

9 SECURITY

- 9.1 You are (and this includes Your Authorised Users) responsible for controlling access to the Service and we shall not be responsible for any unauthorised access to Your Data as a result of the security of such access controls being violated by any person other than us or Our third party contractors.
- 9.2 It is Your responsibility to ensure the security and maintenance of Your System, and to invest in and implement such appropriate security measures which would be reasonably considered to be best practice in a business of Your size and standing which is necessary to protect Your System and Your Data, which includes Your customers' Data.
- 9.3 It is Your responsibility to ensure that Your Authorised Users are regularly trained in security awareness and Cyber-attacks and Security Threats prevention.

10 TERM AND TERMINATION

- 10.1 This Agreement shall begin on the Start Date and shall continue for an Initial Term as set out in the Order.
- 10.2 Subject to clause 10.3, unless you give us not less than 120 days prior written notice to terminate the Agreement at the end of the Initial Term, this Agreement shall automatically continue thereafter for one or more Renewal Periods of 12 months.
- 10.3 Either we or you may terminate this Agreement immediately on notice to the other and without liability to the other:
 - 10.3.1 if the other Party breaches any of the terms of this Agreement and the breach (where the breach is capable of being remedied) has not been remedied within 30 days of a written request to remedy it;
 - 10.3.2 if the other Party convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of its business or assets or if a petition is presented or a meeting is convened for the purposes of considering a resolution or other steps are taken for its winding up or for making of an administration order;
 - 10.3.3 if the other Party ceases or threatens to cease business.
- 10.4 On expiry or termination of this Agreement for any reason:
 - 10.4.1 you shall immediately pay to Us all of Our outstanding unpaid invoices and related unpaid interest;
 - 10.4.2 we shall disable the Services and you shall return to us all user documentation, and other materials provided by Us in connection with the Services and Goods in accordance with Schedule 2 clause 1.3;
 - 10.4.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving, shall not be affected or prejudiced.

11 CONFIDENTIALITY

- 11.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 11.2 Confidential Information of the disclosing party may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the receiving party procures that any such recipient complies with the provisions of this clause 11.

- 11.3 The obligations set out in this clause 11 shall not apply to Confidential Information which the receiving party can demonstrate:
 - 11.3.1 is or has become publicly known other than through breach of this clause 11; or
 - 11.3.2 was in possession of the receiving party prior to disclosure by the other party; or
 - 11.3.3 was received by the receiving party from an independent third party who has a full right of disclosure; or
 - 11.3.4 was independently developed by the receiving party; or
 - 11.3.5 is required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement to the extent lawfully possible.
 - 11.3.6 This clause 11 shall survive termination or expiry of this Agreement, however arising and shall continue thereafter for a period of 3 years or such other period as may be agreed by the Parties.

12 NON-SOLICITATION

- 12.1 During the Term and for the period of 12 months following upon its termination, you will not directly or indirectly and whether for Your benefit or for the benefit of another, solicit or induce or endeavour to solicit or induce any officer, employee, agent or authorised contractor to leave Our engagement, or engage any such individual without Our prior written consent.
- 12.2 Should you engage the services of any officer, employee, agent or authorised contractor whether the engagement is an employee or as an independent contractor, during the Term or within twelve months thereof, you will pay a fee of 50% of the starting annual salary of that said person.

13 GENERAL

- 13.1 All prices will be quoted in writing. If we quote you a price for any of Our products or services, that price will be valid for 30 days from the date of the quote.
- 13.2 We may, from time to time and without notice, change the Service in order to comply with applicable statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Service.
- 13.3 Where practicable, and unless specified otherwise within the Agreement, we will give at least 30 days' notice of any change but no variation of the Agreement shall be valid unless it is in writing and signed by us.
- 13.4 A waiver of any right under the Agreement is only effective if it is in writing and shall not be construed as a waiver of any other provision of this Agreement.
- 13.5 If a court or similar body decides that any wording in any provision, or part of any provision, in this Agreement is invalid, illegal or cannot be enforced, we will treat this as not forming part of the Agreement and that decision will not affect the rest of the Agreement, which will remain binding on both parties.
- 13.6 We shall have no liability to you under the Agreement if we are prevented from, or delayed in performing, Our Obligations under the Agreement or from carrying on Our business by acts, events, omission or accidents beyond Our reasonable control.
- 13.7 We cannot provide a guarantee against Cyber-attacks or Security Threats, or that Your Service is free from every form of attack, flaw and security weakness, and you agree that a cyber-attack or breach of cyber security or threat is beyond Our reasonable control, subject to us being able to demonstrate that we acted in accordance with what would be reasonable in taking steps to prevent such an attack or breach of security.
- 13.8 This Agreement is personal to you. You shall not assign, subcontract or otherwise transfer or dispose of all or any part of its rights or obligations under this Agreement without Our prior written consent. You cannot transfer the Service to any other person or organisation, and if you become insolvent, an insolvency practitioner cannot pass on the Service as part of Your business assets.
- 13.9 We may assign, subcontract, delegate in any manner or otherwise transfer or dispose of all or any part of this Agreement at any time without Your consent to any third party or agent.
- 13.10 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by recorded delivery or by commercial courier to the other party to the address set out in the Order or as otherwise specified by the relevant party by notice in writing to the other party. Any notice shall be deemed to have been duly received if delivered personally, when left at the address set out in the Order or, if sent by recorded delivery, at 9.00 am on the second business day after posting, or if delivered by

GENERAL TERMS AND CONDITIONS FOR MANAGED CONNECTIVITY (“GENERAL CONDITIONS”)

- commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 13.11 This Agreement constitutes the entire agreement between you and us relating to the Software and Services, and replaces all documents, information and other communications (whether spoken or written). Each party acknowledges, in entering into the Agreement, that it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in this Agreement, provided that nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 13.12 Nothing in the Agreement is intended to or will create a partnership between the parties.
- 13.13 As we are part of a group of companies, Our parent company, OGL Computer Services Group Limited, may enforce the terms of this Agreement. A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of it. This means that only us, you and OGL Computer Services Group Limited can enforce the rights set out in this Agreement.
- 13.14 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, English law and shall be subject to the exclusive jurisdiction of the English courts.

SCHEDULE 1 – Ordering

1. The Service offers a range of elements used to create and support bespoke network solutions.
2. At Your request, we will input Your specifications including location postcode, bandwidth, bearer, product group and carrier into the Virtual1 portal to provide you with a range of network solutions and associated costs.
3. Upon completion of the Order by one of Your authorised signatories, We will place the Order with Virtual1 subject to review and/or survey and network capability checks and availability.
4. You will be required to pay the cost of any EECs and other Installation Fees.
5. Virtual1 will use reasonable endeavours to provide the Service in a timely manner. All delivery timescales are estimates only and we shall have no liability to you for failure to meet any delivery timescales.
6. We reserve the right to modify or withdraw any quotations and/or delivery timescales previously provided, following completion of such surveys and checks. All quotations are valid for 30 days.
7. Once an Order has been placed by You, the Service will remain as is, unless you choose to upgrade the Service during the Initial Term or any Renewal Periods.

SCHEDULE 2 – Usage Terms

1 INSTALLATION AND MAINTENANCE

- 1.1 Where it is necessary for us or Our suppliers to effect installation and/or maintenance of a Service, equipment or Goods at Your site, you shall provide full access to such site and to personnel, and any technical help reasonably required by us or its suppliers for the installation and maintenance of the Service, equipment or Goods. This includes, at Your expense, procuring or providing whatever consents and wayleaves may be required to enable Us, Virtual1 or its suppliers to provide the Services under the Agreement.
- 1.2 You shall use any or Our, Virtual1's or supplier equipment and associated software in strict accordance with any instructions or software licence communicated or made available by Us or Our suppliers from time to time, and We and Our suppliers will not be liable for any repairs whatsoever or howsoever arising other than as a result of normal and proper use in accordance with those instructions and software licences.
- 1.3 Goods leased to You by Us or Virtual1 remain the property of the lessor. You shall comply with the terms of any applicable lease relating to such Goods as terms will be communicated to you from time to time. Upon termination or cancellation of the Service, all Goods must be returned to us within 5 working days. All Goods leased to you shall be deemed to be leased in accordance with Schedule 2 clause 2.
- 1.4 Virtual1 may suspend access to the Services forthwith for the purpose of carrying out scheduled or emergency maintenance.

2 INSURANCE

- 2.1 You shall be responsible for insuring any of Our or Virtual1's Goods on Your site against loss or damage from all risks, such insurance to be for an amount equal to the full replacement value of the equipment.

- 2.2 You shall be responsible for insuring Yourself against all loss or damage/corruption to data. In no event will We or Virtual1 be liable for loss or damage/corruption to any data stored/transmitted on/using the Service or any Equipment or Goods.

3 IMPROPER USE

- 3.1 Any network and/or Service supplied by Us or Our suppliers may only be used by You for lawful purposes, and You agree to be bound by the Virtual1 Acceptable Use Policy in relation to the use of the Service and any network.
- 3.2 You shall not (and shall not authorise or permit any other party to):
 - 3.2.1 use the Service or any network supplied by Us or Our suppliers for the transmission of any information, data or other material which is in violation of any law or regulation, or which is defamatory, menacing, obscene, threatening or against human rights or in breach of any third party intellectual property right (including copyright) or in breach of trade secrets (“Prohibited Material”);
 - 3.2.2 use the Service or any network supplied by Us or Our suppliers for the transmission of any material that contains software viruses or any other computer code, files or programs designed or intended to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - 3.2.3 use the Service or any network supplied by Us or Our suppliers for mail-bombing or spamming (i.e the act of sending a large number of unsolicited e-mail messages within a short period of time to one or more individual e-mail accounts) or sending one unsolicited e-mail message to ten or more individual e-mail users, where the message could reasonably be expected to cause complaints from some of the recipients; or
 - 3.2.4 attempt to gain unauthorised access to any account or computer resource not belonging to You, or attempt the unauthorised accessing, altering, interfering with, or destruction of any network, system, equipment or information by any means or device.
- 3.3 Any breach of this paragraph 3 shall be deemed to be a material breach of this Agreement and shall entitle Us to terminate this Agreement forthwith and for this purpose it shall be irrelevant whether You are aware of the content of any information, data or material so transmitted or not. We may suspend the Service without notice with immediate effect if, in Our reasonable opinion, You are in breach of this paragraph 3.
- 3.4 You acknowledge that We and Our suppliers are unable to exercise control over the content of the information, data and other material passing over any network and/or connections supplied by Us or Our suppliers, and/or the Service, and Us and Our suppliers hereby exclude all liability of any kind for the transmission or reception of prohibited material of whatever nature.
- 3.5 You hereby agree to indemnify and hold Us, Virtual1 and Our suppliers harmless from and against any claim brought by a third party resulting from the use of any network and/or line supplied by Us, Virtual1 or Our suppliers, and/or the Service by You, including but not limited to infringement of any intellectual property right of any kind, and breach of any legislation or regulation, or otherwise arising out of or in connection with any prohibited material. You shall pay all costs, damages, awards, fees (including reasonable legal fees) and judgements awarded against Us and/or Our suppliers arising from such claims, and shall provide Us and/or Our suppliers with prompt notice of such claims, full authority to defend, compromise or settle such claims and all reasonable information, assistance and cooperation necessary to defend such claims, at Your sole expense. Such actions will be taken in consultation with You.

4 SUPPORT

- 4.1 We will provide Our standard support service which shall be available during Our Normal Support Hours (subject to clause 3.2).
- 4.2 Outside of the Normal Support Hours, the support service will be provided by Virtual1.

5 VIRTUAL1, YOU AND US

You understand that the Agreement is exclusively between You and Us, that there is no privity of contract and therefore no contractual relationship between You and Virtual1, and that where Virtual1 acts it does so on behalf of Us.