

CONVERGED COMMUNICATION SOLUTIONS LTD
TERMS AND CONDITIONS OF SERVICE
CONNECTIVITY AND HOSTING BANDWIDTH SERVICES
FEBRUARY 2008

DEFINITIONS

CCS MEANS CONVERGED COMMUNICATION SOLUTIONS LIMITED, REGISTERED COMPANY NUMBER SC293456, REGISTERED OFFICE:

LOWER GROUND FLOOR, 6 RUBISLAW TERRACE, ABERDEEN AB10 1XE.

CLIENT MEANS AN ORGANIZATION OR INDIVIDUAL WITH WHOM CCS MAKES THIS CONTRACT AND IS IDENTIFIED BY THEIR SIGNATURE WHERE RELEVANTLY REQUESTED. THIS SHALL INCLUDE A PERSON APPEARING TO CCS TO ACT WITH THE AUTHORITY OF THE CLIENT.

SERVICE MEANS THE PROVISION OF CONNECTIVITY, BANDWIDTH OR HOSTING SERVICES AS DEFINED WITHIN RELEVANT DOCUMENTS.

CHARGES MEANS THE CHARGES AS AGREED WITHIN AN ACCEPTED PROPOSAL DOCUMENT FOR PRODUCTS AND SERVICES REQUESTED OR INCURRED DURING THE CONTRACT PERIOD.

INTERNET MEANS THE GLOBAL DATA NETWORK COMPRISING INTER-CONNECTED NETWORKS USING TCP/IP (TRANSMISSION CONTROL PROTOCOL/INTERNET PROTOCOL).

CIRCUIT MEANS THE METHOD OF CONNECTION BETWEEN THE CLIENT'S LOCATION(S) AND THE CCS NETWORK.

BANDWIDTH MEANS THE RATE THAT DATA CAN BE TRANSFERRED, TYPICALLY MEASURED IN BITS PER SECOND, BETWEEN THE INTERNET AND THE CLIENT VIA THE CIRCUIT OR VIA DIRECT CONNECTION TO EQUIPMENT HOSTED WITHIN THE CCS SERVICE CENTRE. THIS CAN ONLY BE GUARANTEED BETWEEN CCS'S NETWORK AND THE CLIENT.

CCS SERVICE

CONNECTION TO THE SERVICE MAY BE VIA: A FIXED CIRCUIT; A DIAL UP (PSTN/ISDN) LINK; OR A DIRECT CONNECTION ON THE CCS NETWORK. UNLESS CLEARLY STATED ELSEWHERE, THESE TERMS & CONDITIONS COVER THE PROVISION OF THE CONNECTION (CIRCUIT & BANDWIDTH) AND THE ASSOCIATED BILLING AND MANAGEMENT FOR THESE SERVICES FROM CCS.

LEAD TIME FOR PROVISION OF SERVICE

CERTAIN SERVICES WILL REQUIRE AN ELEMENT OF SUB-CONTRACTING, SPECIFICALLY BUT NOT EXCLUSIVELY THE PROVISION OF LEASED LINE SERVICES. PART OF THIS MAY REQUIRE AN ELEMENT OF CIVIL ENGINEERING WORKS. ANY SPECIFIED 'LEAD-TIME' FOR SERVICE SHOULD THEREFORE BE TREATED AS A 'BEST ENDEAVOURS' SITUATION. CCS AND RELEVANT THIRD PARTIES WILL ALWAYS ATTEMPT TO DELIVER DESIGNATED SERVICES WITHIN THE INITIALLY OUTLINED DATES BUT ACCEPTS NO LIABILITY FOR FAILURE TO MEET SAID DATES. DETAILS OF ANY SUCH DELAYS WILL BE CONVEYED PROMPTLY TO THE CLIENT IN WRITING.

SERVICE FAULTS

IN THE EVENT OF A SERVICE FAULT, THE CLIENT MUST REPORT THE FAULT BY APPROPRIATE MEANS TO THE CCS SUPPORT TEAM ON THE APPROPRIATE NUMBERS OR EMAIL ADDRESSES PROVIDED. ONCE A FAULT NOTIFICATION IS RECEIVED, CCS WILL TAKE ANY AND ALL STEPS TO CORRECT THE FAULT WITHOUT DELAY.

SERVICE ALTERATIONS

REQUESTS RELATING TO THE PROVISION OF SERVICE MUST, UNLESS OTHERWISE AGREED, BE MADE OR CONFIRMED IN WRITING BY BOTH PARTIES (EMAIL IS ACCEPTABLE). IN SOME SITUATIONS WHERE ORDER PROCESSES HAVE CONTINUED PAST A CERTAIN POINT AND CCS HAS BECOME LIABLE FOR CHARGES FROM THIRD PARTIES DUE TO INSUFFICIENT NOTICE OF REQUIRED CHANGES BEING GIVEN BY THE CLIENT, SUCH CHARGES WILL BE THE LIABILITY OF THE CLIENT.

CONFIDENTIALITY

ALL COMMUNICATIONS BETWEEN CCS AND THE CLIENT SHOULD BE TREATED AS CONFIDENTIAL UNLESS SPECIFICALLY EXCLUDED BY NEGOTIATION BETWEEN THE TWO PARTIES. THIS INCLUDES TECHNICAL SPECIFICATIONS AND DETAILS OF FINANCIAL MATTERS.

EXCLUSIONS

THE FOREGOING PROVISIONS OF CONFIDENTIALITY SHALL NOT APPLY TO ANY INFORMATION WHICH: IS IN THE PUBLIC DOMAIN (OR SUBSEQUENTLY COMES INTO THE PUBLIC DOMAIN) AS AT THE DATE OF THIS CONTRACT THROUGH NO FAULT OF THE CLIENT NOR CCS AND NOT IN BREACH OF THESE TERMS AND CONDITIONS; WAS ALREADY KNOWN TO THE CLIENT OR CCS ON THE DATE OF DISCLOSURE PROVIDED THAT SUCH PRIOR KNOWLEDGE CAN BE SUBSTANTIATED AND PROVED BY DOCUMENTATION; PROPERLY AND LAWFULLY BECOMES AVAILABLE TO THE CLIENT OR CCS FROM SOURCES INDEPENDENT OF EITHER PARTY.

CONTENT & MISUSE

THE CLIENT WILL NOT USE THE SERVICE FOR ANYTHING ILLEGAL. THE CLIENT WILL FURTHERMORE NOT USE IT TO DO ANYTHING THAT CAUSES A NUISANCE TO OTHERS, I.E. OPEN RELAY, AND/OR BRINGS THE CCS NETWORK INTO DISREPUTE IN CCS'S REASONABLE OPINION. IF THE CLIENT FAILS TO UPHOLD THIS THEN CCS RESERVE THE RIGHT TO CUT OFF THE CLIENT'S SERVICE AT THE VERY LEAST.

CONVERGED COMMUNICATION SOLUTIONS LTD
TERMS AND CONDITIONS OF SERVICE
CONNECTIVITY AND HOSTING BANDWIDTH SERVICES
FEBRUARY 2008 CONT.

BILLING AND PAYMENT

CCS WILL UNDERTAKE ALL WORK AS QUICKLY AND EFFICIENTLY AS POSSIBLE. CCS WOULD APPRECIATE IT IF THEIR INVOICES WERE TREATED ACCORDINGLY. STANDARD TERMS ARE 30 DAYS FROM INVOICE. CCS WOULD LIKE TO THANK THEIR CLIENTS IN ADVANCE FOR ADHERING TO THESE TERMS. FAILURE TO DO SO MAY RESULT IN A DEGREE OF UNPLEASANTNESS THAT WOULD BE BEST AVOIDED.

TERMINATION OF SERVICE

NOT WITHSTANDING ANY MINIMUM CONTRACT TERM AS SPECIFIED ON A CASE-BY-CASE BASIS, ALL SERVICES MAY BE TERMINATED BY GIVING ONE MONTHS NOTICE IN WRITING. THIS APPLIES TO EITHER PARTY.

SUSPENSION OF SERVICE

IT MAY BE NECESSARY FROM TIME TO TIME TO SUSPEND THE SERVICE TEMPORARILY FOR THE PURPOSES OF MAINTENANCE OR IMPROVEMENT. WHERE SUCH SITUATIONS ARISE CCS WILL ENDEAVOUR TO PROVIDE THE MAXIMUM AMOUNT OF ADVANCED NOTICE AS IS PRACTICABLE. IT MAY ALSO BE NECESSARY TO TEMPORARILY SUSPEND SERVICE WHERE CLIENTS HAVE NEGLECTED TO PAY OVERDUE INVOICES FOR UNJUSTIFIABLY LONG PERIODS OF TIME.

THE CUSTOMER MUST NOT USE THE SERVICE IN A WAY THAT IN CCS'S REASONABLE OPINION COULD AFFECT THE EXPERIENCE OF OTHERS ON THE NETWORK: MORE SPECIFICALLY, HEAVY DOWNLOAD USERS AFFECTING THE PERFORMANCE OF THE NETWORK, IN THE CASE OF ADSL PRODUCTS, MAY BE ASKED TO UPGRADE THEIR PRODUCT TO BUSINESS LEASED LINE, OR IN EXTREME CIRCUMSTANCES CCS RESERVE THE RIGHT TO GIVE A MIGRATION AUTHORITY CODE AND ASK THE CUSTOMER TO LEAVE. A HEAVY USER IS DEFINED BY CCS AS ANYONE DOWNLOADING OR UPLOADING MORE THAN 30GB PER CALENDAR MONTH.

BEYOND OUR REASONABLE CONTROL (FORCE MAJEURE)

EACH PARTY IS NOT LIABLE FOR ANY BREACH OF THESE TERMS & CONDITIONS AS A RESULT OF FORCE MAJEURE INCLUDING WAR, DISORDER, INDUSTRIAL DISPUTES, INCLEMENT WEATHER, ACTS OF LOCAL OR CENTRAL GOVERNMENT OR OTHER COMPETENT AUTHORITIES, FAILURE BY CONNECTED CARRIERS OR WAREHOUSE SERVICES. EITHER PARTY CAN TERMINATE THE AGREEMENT FORTHWITH ON WRITTEN NOTICE AFTER 30 DAYS DISRUPTION THROUGH FORCE MAJEURE.

SERVICE RELATED HARDWARE

WHERE CCS HAVE PROVIDED HARDWARE AS PART OF A 'MANAGED' SERVICE IT IS THE RESPONSIBILITY OF THE CLIENT TO MAKE SURE IT IS KEPT IN A REASONABLE CONDITION AND HOUSED IN SUCH A WAY AS TO NOT BE DETRIMENTAL TO THE EQUIPMENT. IF THE HARDWARE SHOULD FAIL THROUGH NORMAL WEAR AND TEAR CCS COMMIT TO REPLACE IT AS SOON AS IS POSSIBLE.

LIABILITY

THE CLIENT ACKNOWLEDGES THAT CCS HAS NO CONTROL OVER THE INFORMATION TRANSMITTED VIA THE SERVICE AND THAT CCS DOES NOT ROUTINELY EXAMINE THE USE TO WHICH THE CLIENTS PUT THE SERVICE OR THE NATURE OF THE INFORMATION THEY ARE SENDING OR RECEIVING, EXCEPT FOR THE PURPOSES OF NETWORK MANAGEMENT. CCS HEREBY EXCLUDES ALL LIABILITY OF ANY KIND FOR THE TRANSMISSION OR RECEPTION OF INFORMATION OF WHATEVER NATURE, SAVE FOR ANY INFORMATION THAT CCS PROVIDES. CCS SHALL INDEMNIFY AND HOLD HARMLESS THE CLIENT AGAINST LOSSES, LIABILITIES AND EXPENSES OF WHATEVER KIND WHICH THE CLIENT OR A THIRD PARTY MAY SUSTAIN, INCUR OR PAY ARISING OUT OF, OR OTHERWISE ATTRIBUTABLE TO: ACCESS TO AND/OR USE OF, THE SERVICE OR THE INTERNET BY THE CLIENT, OR CLIENT AUTHORISED PARTY; ANY INFORMATION, DATA OR MATERIAL PRODUCED, TRANSMITTED OR DOWNLOADED BY ANY CLIENT WHILE THESE SERVICES ARE PROVIDED BY CCS.

ASSIGNATION

ASSIGNATION OR OTHER TRANSFER BY EITHER PARTY OF ALL OR PART OF THESE TERMS & CONDITIONS (EXCEPT, IN THE CASE OF CCS, TO ANY CCS SUBSIDIARY (CONVERGED COMMUNICATION SUPPLIES LTD)) WILL ONLY BE VALID WITH THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY. SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED.

LAW

THESE TERMS AND CONDITIONS ARE SUBJECT TO SCOTTISH LAW.