

CONDITIONS FOR THE SUPPLY OF PRODUCTS AND SERVICES

YOUR AGREEMENT WITH US (this “AGREEMENT”) IS MADE UP OF THE FOLLOWING DOCUMENTS:

- (i) THESE CONDITIONS FOR THE SUPPLY OF PRODUCTS AND SERVICES;
- (ii) THE RELEVANT ORDER FORM(S) OR QUOTE OR PROPOSAL;
- (iii) THE RELEVANT TARIFF(S) FOR THE SERVICES WE AGREE TO PROVIDE TO YOU; AND
- (iv) ANY SUPPLEMENTARY CONDITIONS RELATING TO SPECIFIC SERVICES.

The terms of this agreement form part of the conditions of sale, and shall be incorporated into the Order Form or Quote or Proposal as signed by the customer. These terms are to be read in conjunction with any Supplementary Conditions relating to specific services. No individual set of terms will individually constitute a full-service contract for this Service. In the event of any conflict or inconsistency between the terms within these conditions and the Supplementary Conditions relating to specific services, then the terms within the conditions relating to specific services will prevail.

1 INTRODUCTION

- 1.1. These terms and conditions (these “Terms”) apply to all sales of Products and Services (each as defined below) by easyNetworks Limited (registered with company number 03129603). By placing an order with, or accepting a quotation from, easyNetworks for any Products or Services, you accept and are bound by these Terms.
- 1.2. These Terms may be appended to a Order Form, Quote or Proposal issued by easyNetworks. These Terms together with the relevant Order Form, Quote or Proposal form a legally binding contract between you and easyNetworks in relation to your purchase and use of the relevant Products and Services. In the event of a conflict between the Order Form, Quote or Proposal and these Terms, the Order Form, Quote or Proposal shall prevail.

2 DEFINITIONS AND INTERPRETATION

- 2.1. In these Terms the following definitions apply:
 - 2.1.1. “Charges” means the charges payable by the Customer for the supply of the Products and/or Services in accordance with clause 7.
 - 2.1.2. “Contract” means the contract between easyNetworks and the Customer for the supply of the Products and/or Services, comprising of the applicable Order Form, Quote or Proposal and these Terms.
 - 2.1.3. “Customer” means the person identified as the customer of the Products and Services on a Order Form, Quote or Proposal, or any other person ordering or purchasing Products or Services governed by these Terms.
 - 2.1.4. “easyNetworks” has the meaning given to it in clause 1.1 above.
 - 2.1.5. “Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- 2.1.6. “Products” means any goods supplied or to be supplied by easyNetworks to the Customer pursuant to the Contract, including computer hardware and Software.
- 2.1.7. “Order” means an agreement under which easyNetworks agrees to supply Products and/or Services to the Customer subject to these Terms. This agreement can be a signed order form, an acceptance of a quote or quotation or proposal.
- 2.1.8. “Services” means any services provided or to be provided by easyNetworks to the Customer pursuant to the Contract;
- 2.1.9. “Software” means any third-party software product provided by easyNetworks to the Customer in connection with the Contract;
- 2.2. In these Terms the following rules of interpretation apply:
 - 2.2.1. A “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 2.2.2. A reference to a party includes its successors or permitted assigns;
 - 2.2.3. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - 2.2.4. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 2.2.5. The headings of the clauses of these Terms are provided for convenience only and shall not contribute to or affect the meaning or construction of the said clauses; and
 - 2.2.6. A reference to “writing” or “written” includes e-mail and faxes.

3 BASIS OF CONTRACT

- 3.1. The Order and these Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4 DESCRIPTION AND DELIVERY OF PRODUCTS OR SERVICES

- 4.1. The Products or Services to be supplied pursuant to the Contract shall be as set out in the relevant Order or applicable quotation.
- 4.2. easyNetworks shall have the right to make any changes to the Products or Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and shall notify the Customer in any such event where it is appropriate to do so.
- 4.3. Orders for Products are subject to availability and may be cancelled if they cease to be available.
- 4.4. easyNetworks shall use all reasonable endeavours to meet any delivery or performance dates specified in the Order or subsequent written communication, but any such dates shall be estimates only and easyNetworks shall not be liable in damages for failure to meet such estimated delivery or performance dates.
- 4.5. easyNetworks shall deliver the Products to the location set out in the Order or quotation or such other location as the parties may agree at any time.

5 TITLE AND RISK

- 5.1. Risk in the Products shall pass to the Customer on delivery.
- 5.2. Title to the Products (other than title to the Intellectual Property Rights comprised in Software which shall remain with the applicable licensor) shall pass to Customer upon receipt of payment in full for the relevant Products or Services.
- 5.3. Until title to the Products has passed to the Customer, the Customer shall:
 - 5.3.1. Hold the Products on a fiduciary basis as easyNetworks bailee;
 - 5.3.2. Store the Products separately from all other Products held by the Customer so that they remain readily identifiable as easyNetworks property;
 - 5.3.3. Not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 5.3.4. Maintain the Products in satisfactory condition and keep them insured against all risks for their full price on easyNetworks behalf from the date of delivery;
 - 5.3.5. Notify easyNetworks immediately if it becomes subject to any of the events listed in clauses 12.2.2 to clause 12.2.5; and
- 5.4. If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clauses 12.2.2 to clause 12.2.5, or easyNetworks reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy easyNetworks may have, easyNetworks may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

6 CUSTOMER'S OBLIGATIONS

- 6.1. Subject to easyNetworks conforming with all reasonable normal security and safety requirements of the Customer, the Customer shall afford to employees of easyNetworks and its agents and subcontractors all information reasonably requested and/or necessary to enable easyNetworks to carry out the Services (if relevant), and full and safe access to facilities at the Customer's premises at all reasonable times as necessary for the purpose of easyNetworks performance of its obligations under these Terms.
- 6.2. Where the Contract involves the provision of IT related Services or other Services likely to have an impact on the Customer's IT systems, the Customer shall ensure that it has made working backups of such systems and user data before easyNetworks carries out the relevant Services. easyNetworks does not accept liability for loss of data or other loss caused by a failure on the part of the Customer to maintain working backups of its systems and user data.
- 6.3. Finance and Credit
 - 6.3.1. You hereby consent to and shall procure that your owners, directors, officers and assigns consent to, us carrying out searches with credit reference agencies relating to the credit worthiness of your Company and/or your owners, directors, officers and assigns and you undertake to supply or procure the supply of all information requested for a credit search with a credit reference agency, who will add to your records and/or those records of your directors, officers and assigns details of the searches and these will be seen by other organisations that make searches.

- 6.3.2. It is agreed that where we approach a finance provider to arrange finance for the purchase of Equipment then we are acting as an agent for the Customer and not for the finance provider.
- 6.3.3. If we are unable to obtain finance on the terms originally proposed or on other terms acceptable to you then we shall return any deposit received from you without further liability to you. Where third party indemnities are required by the finance provider failure to provide such indemnities shall constitute a breach of these Conditions and shall entitle us to retain any deposit paid by you.
- 6.3.4. After delivery and installation (where applicable) is completed any failure by you to complete the finance agreement documentation and/or commence payment in accordance with the terms of the finance agreement shall render you liable to pay to us the full value of the order (plus VAT) within seven (7) days of presentation of an invoice.

7 CHARGES, EXPENSES AND VAT

- 7.1. Where Products or Services (or elements of them) are provided for a fixed price then, subject to clause 7.2, the Charges for such Products or Services (or the relevant elements of them) shall be as set out in the Order or applicable quotation.
- 7.2. Charges set out in quotations issued by easyNetworks shall be valid for a period of 30 days from the date of the quotation. Where the Contract includes an order for Products not stocked by easyNetworks and the date for delivery of any of the Products is more than three months after the date of the Contract, and the cost to easyNetworks of purchasing such Products from third parties increases after such three month period, then easyNetworks reserves the right, upon giving prior written notice to the Customer, to increase the Charges by an amount equal to the increase in the cost to easyNetworks of purchasing such Products.
- 7.3. Where Services are to be provided on a time and materials basis the Charges payable for the Services shall be calculated in accordance with the hourly rates set out in the Order or applicable quotation or, failing that, at easyNetworks standard hourly rates as amended from time to time.
- 7.4. easyNetworks reserves the right to increase its hourly rates , provided that easyNetworks give the Customer written notice of any such increase three months before the proposed date of the increase.
- 7.5. easyNetworks shall be entitled to charge the Customer for the following costs and expenses:
 - 7.5.1. Any expenses reasonably incurred by the individuals whom easyNetworks engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses,
 - 7.5.2. Any shipment costs for Products not expressly indicated as included in the price of the sale.
- 7.6. Unless expressly indicated at the time of sale VAT is not included in the prices for the Products or Services. The Customer shall, subject to the receipt of a valid VAT invoice, pay to easyNetworks (in addition to and at the same time as the Charges) a sum equal to the amount of VAT payable on all supplies made by easyNetworks to the Customer under this Agreement.

8 PAYMENT

- 8.1. If the Contract requires easyNetworks to provide Products without any associated Services, easyNetworks shall be entitled to invoice the Customer for the Products upon delivery.

- 8.2. Subject to clause 8.3, if the Contract requires easyNetworks to provide Services, or a combination of Products and associated Services, easyNetworks shall be entitled to invoice the Customer on completion of the relevant Services.
- 8.3. If the Contract is for the provision of telephone line rental or internet access services, easyNetworks shall be entitled to invoice the Customer monthly in advance. If the performance of the Services or delivery of Products is delayed as a result of any act or omission of the Customer, easyNetworks reserves the right to invoice the Customer for the relevant Products and/or Services on the date when it would have been entitled to invoice for those Products or Services if the delay had not occurred.
- 8.4. All invoicing in arrears is subject to credit status. easyNetworks reserves the right to require individual Customers to pay for Products or Services in advance if there is a change in the Customer's credit rating after the Contract has been entered into.
- 8.5. The Order or applicable quotation may depart from the above payment terms, and may include provisions for stage payments.
- 8.6. The Customer shall pay each invoice submitted by easyNetworks in full and in cleared funds to a bank account nominated in writing within the time period noted on the invoice or, if not so noted, then within 30 days of the date of the invoice. easyNetworks will accept payment by bank transfer, payment card and direct debit. Time for payment shall be of the essence of the Contract.
- 8.7. Without limiting any other right or remedy of easyNetworks, if the Customer fails to make any payment due to easyNetworks under the Contract by the due date for payment, easyNetworks shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current base rate of Barclays Bank Plc accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement, and compounding monthly.
- 8.8. easyNetworks, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Services or Product deliveries until all overdue amounts have been paid.
- 8.9. The Customer shall pay all amounts due under the Contract in full without any set-off, deduction or withholding except as required by law.

9 INTELLECTUAL PROPERTY RIGHTS AND LICENCE TERMS

- 9.1. All Intellectual Property Rights of easyNetworks existing at the date of the Contract and used to perform the Services or deliver the Products (if any) are and shall remain the exclusive property of easyNetworks.
- 9.2. All Intellectual Property Rights in or arising out of or in connection with the provision of Services (if any), shall, unless otherwise agreed and set out in the Order or applicable quotation, belong to easyNetworks. easyNetworks grants the Customer a non-exclusive, non-transferable licence to use such Intellectual Property Rights to such extent as is necessary to allow the Customer to enjoy the benefit of the Services.
- 9.3. easyNetworks does not offer sub-licences to use the Software that it supplies. If the Contract requires easyNetworks to supply Software, the Customer acknowledges that its use of rights in such Software is conditional on the Customer agreeing to the applicable end user licence agreement with the relevant Software licensor. It shall be the responsibility of the Customer to ensure compliance with the terms of such licence and to pay any renewal fees.

10 WARRANTIES

- 10.1. The Customer acknowledges that easyNetworks is not a product manufacturer and all Products are sourced to order from third party suppliers. Accordingly, easyNetworks makes no warranty in relation to the Products, other than in the terms of any warranty offered to easyNetworks from the relevant third party from whom easyNetworks sources the Products on behalf of the Customer.
- 10.2. easyNetworks makes no warranty in relation to any Software for which the Customer requires a licence from a third-party licensor in accordance with clause 9.3. Such Third-Party Software shall be subject to any warranty that the third-party licensor may provide in the end user licence agreement.
- 10.3. easyNetworks warrants to the Customer that the Services will be provided using reasonable care and skill and in accordance with applicable law.

11 LIABILITY

- 11.1. Nothing in the Contract shall limit or exclude easyNetworks liability for:
 - 11.1.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 11.1.2. Fraud or fraudulent misrepresentation; or
 - 11.1.3. Breach of the terms implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.2. Subject to clause 11.1:
 - 11.2.1. easyNetworks shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, loss of data or any indirect or consequential loss arising under or in connection with the Contract; and
 - 11.2.2. easyNetworks total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total value of the Charges paid or payable under the Contract.
- 11.3. Except as set out in the Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4. This clause 11 shall survive termination of the Contract.

12 TERM AND TERMINATION

- 12.1. The Contract commences on the date specified in the Order or applicable quotation, or, where no commencement date is specified, on the date when easyNetworks commences supply of the Products or Services. Subject to earlier termination under this clause 12, the Contract shall terminate:
 - 12.1.1. At the expiry of any fixed term specified in the Order or applicable quotation;
 - 12.1.2. where the Contract is for the provision of support and maintenance, it shall continue until terminated by the Customer or easyNetworks giving three months' prior written notice to the other; or

- 12.1.3. In the case of any other Contract, when the supply of Products and/or Services required to be supplied under the Contract is complete.
- 12.2. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 12.2.1. the other party commits a material breach of the Contract and either such breach is not capable of remedy or, if such breach is remediable, it fails to remedy that breach within 30 days of being notified in writing of the breach and being requested to remedy it;
 - 12.2.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 12.2.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;
 - 12.2.4. an administrator is appointed over the other party or a receiver is appointed over the assets of the other party; or
 - 12.2.5. a creditor or encumbrance of the other party attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days.
- 12.3. Without limiting its other rights or remedies, easyNetworks may suspend provision of the Services or the supply of Products under the Contract or any other contract between easyNetworks and the Customer if the Customer becomes subject to any of the events listed above in clauses 12.2.1 to 12.2.5, or easyNetworks reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

13 CANCELLATIONS AND REFUNDS

- 13.1. If the Customer cancels a confirmed order under the Contract for any Products or Services the Customer shall not be entitled to a refund of any amounts paid or payable in respect of the cancelled order.
- 13.2. If, pursuant to the Contract, easyNetworks is required to provide Services to the Customer at the Customer's premises or which otherwise require the involvement of the Customer, the parties shall agree suitable date(s) for the provision such Services in advance (the "Agreed Dates"). If the Customer subsequently wishes to change the Agreed Dates, it shall give as much prior notice as possible and easyNetworks and the Customer will agree new Dates. If the Customer gives less than 5 working days' notice of any required change to any of the Agreed Dates then the Customer shall pay for the Services that would have been provided on such Agreed Dates unless easyNetworks notifies the Customer that it is able to re-allocate the staff or contractors allocated to provide Services to the Customer on such dates to other fee earning project(s).

14 FORCE MAJEURE

easyNetworks shall not be liable to the Customer for any delay or non-performance of its obligations under the Contract or for any loss or damage caused by delay where the same is occasioned by any cause whatsoever that is beyond easyNetworks control. Should such event occur easyNetworks may suspend the Contract without incurring liability for any loss or damage thereby occasioned. easyNetworks shall be entitled to such extension of time as

is required to fulfil its obligations under the Contract. Examples include (but are not limited to) acts of God, governmental act, war, fire, flood, explosion or civil commotion.

15 CONFIDENTIALITY

A party ("Receiving Party") shall keep in strict confidence all technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know if for the purposes of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 15 shall survive termination of the Contract.

16 WAIVER

The failure of either party at any time to enforce any provisions of the Contract shall in no way affect that party's rights thereafter to require complete performance by the other party hereto, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or to be or held to be a waiver of the provision itself. Any waiver to be effective must be in writing.

17 WHOLE AGREEMENT

The Contract constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous communications, representations and agreements, whether written or oral and the Customer hereby acknowledges that no reliance is placed on any representation or warranty made (verbally or otherwise) but not embodied in the Contract. Nothing in this Agreement shall exclude either party's liability for fraud.

18 ASSIGNMENT AND SUBCONTRACTING

- 18.1. The Contract is personal to the Customer and the Customer shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract, without prior written consent.
- 18.2. easyNetworks may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any of its obligations under the Contract to any third party or agent.

19 SEVERABILITY

If any term, part or provision of the Contract is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remaining provisions thereof shall remain in full force and effect and in no way be affected, impaired or invalidated, except when by reason thereof the fundamental nature of the Contract is thereby frustrated.

20 AMENDMENT

The Contract may only be amended by written agreement between the parties hereto signed by the duly authorised representatives of both parties hereto.

21 THIRD PARTY CONTRACTS

No person who is not a party to the Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from such Act. Any rescission variation amendment or waiver to or of the Contract shall not require the consent or approval of any person who is not a party to the Contract.

22 NOTICES

- 22.1. Any notice required to be given by either party to the other shall be in writing and shall be served by sending the same by pre-paid first class post or by delivering the same by hand to the registered office for the time being of the relevant party or to such other address as may be specified for the purpose by that party or by the primary email address of either party and any notice so served shall be deemed to have been served:
 - 22.1.1. If delivered by hand at the time of such delivery;
 - 22.1.2. If sent through the post 48 hours after the time of despatch and in proving service it shall be sufficient to prove in the case of a letter that such letter was properly delivered or stamped addressed and placed in the post (as the case may be).
 - 22.1.3. If sent by email at the time of acknowledgement of the email by the other party.

23 GOVERNING LAW

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.