

NETWORK SERVICES PRODUCT SCHEDULE

The following terms and conditions in this **NETWORK SERVICES** product schedule (this "**PRODUCT SCHEDULE**") are additional to those in the **BRITANNIC GENERAL TERMS AND CONDITIONS**. This **PRODUCT SCHEDULE** shall apply where, pursuant to a **CUSTOMER ORDER**, the **CUSTOMER** and **BRITANNIC** enter into a **CONTRACT** for the provision of the **NETWORK SERVICES** as further specified on such **CUSTOMER ORDER** (for the purposes of this **PRODUCT SCHEDULE**, the "**SERVICE**"). Capitalised terms used in this **PRODUCT SCHEDULE** which are not defined here shall have the meanings assigned to them in the **GENERAL TERMS AND CONDITIONS**.

1. Definitions

For the purposes of this **SERVICE SCHEDULE**: (a) the term "**NETWORK**" shall mean the network of **BRITANNIC** or its applicable **NETWORK PROVIDER** over which the **SERVICE** will be routed; and (b) the term **USER** means all persons or entities using or having access to the **SERVICE** through the **CUSTOMER**.

2. Service Delivery

- (a) **BRITANNIC** and the **CUSTOMER** will agree upon a target **GO LIVE DATE** for each **CUSTOMER SITE** to which the **SERVICE** is to be provided.
- (b) If the **CUSTOMER** is solely responsible for delay in meeting any **GO LIVE DATE** (including any delay caused as a result of the **CUSTOMER** ordering local access circuits directly from a third party), the **CUSTOMER** will be liable to **BRITANNIC** for any additional costs incurred by **BRITANNIC** and **BRITANNIC** will amend the **GO LIVE DATE** to account for **CUSTOMER**-caused delay.
- (c) If **BRITANNIC** is solely responsible for delay in meeting any **GO LIVE DATE** beyond forty-five (45) days the **CUSTOMER** shall be entitled, as its exclusive remedy, to cancel its order without incurring cancellation charges. If third parties or any **FORCE MAJEURE EVENT** is solely responsible for delay in meeting any **GO LIVE**, or if the **CUSTOMER**, **BRITANNIC** and any third parties or **FORCE MAJEURE EVENT** are jointly responsible for delay in meeting a **GO LIVE DATE**, the project managers for **BRITANNIC** and the **CUSTOMER** shall amend the target **GO LIVE DATE** to a new jointly agreed date.
- (d) On or before the **GO LIVE DATE** (or any amended **GO LIVE DATE**), **BRITANNIC** will test the **SERVICE** to ensure it complies in material respects with the technical specifications for that **SERVICE**. If the **CUSTOMER** notifies **BRITANNIC** within twenty-four (24) hours of the **GO LIVE DATE** that the **SERVICE** does not meet such technical specifications, then **BRITANNIC** shall take all reasonable action to promptly correct any non-compliance and a new **GO LIVE DATE** will be agreed.
- If the **CUSTOMER** does not give **BRITANNIC** any notice under this paragraph or if the **CUSTOMER** makes use of the **SERVICE** other than for testing purposes, the **SERVICE** will be deemed to have been accepted.

3. Rights and Obligations of the Customer and its Users

- (a) The **CUSTOMER** shall (and shall ensure that its **USERS** shall) keep all passwords, logins and user names in relation to the use of the **SERVICES** (the "**ACCESS INFORMATION**") confidential and private.
- (b) The **CUSTOMER** shall be responsible for amending and/or updating any **ACCESS INFORMATION** in the event of loss or notification to unauthorised third parties of the **ACCESS INFORMATION**, and shall inform **BRITANNIC** of any changes required to the **ACCESS INFORMATION** due to change of the **CUSTOMER'S** own personnel. **BRITANNIC** shall have no liability for any action it may take in response to the provision of correct **ACCESS INFORMATION**.

(c) Without prejudice to the **CUSTOMER'S** obligations under the **GENERAL TERMS AND CONDITIONS**, the **CUSTOMER** shall use reasonable endeavours to communicate the content of **BRITANNIC'S** acceptable use policy from time to time to its **USERS**.

(d) The **CUSTOMER** acknowledges that it is responsible for implementing any desired security mechanisms in relation to the **SERVICES**, as network security is not provided by **BRITANNIC** or the **SERVICE**.

4. Network

(a) The **CUSTOMER** acknowledges and accepts that the **SERVICE** may be routed over circuits provided by various **NETWORK PROVIDERS** to **BRITANNIC**. The **CUSTOMER** accepts therefore that the **NETWORK** is provided by **BRITANNIC** on an "as available" basis and is dependent on the supply of access services by such **NETWORK PROVIDERS**. **BRITANNIC'S** obligations in relation to provision of the **SERVICE** (including the **NETWORK** element of such **SERVICE**) extend only to the installation and provision of the relevant circuits within the **NETWORK** at an agreed demarcation point within the **CUSTOMER SITE**, as further detailed in the **CUSTOMER ORDER**.

(b) However, **BRITANNIC** will use reasonable endeavours to transfer to the **CUSTOMER** the benefit of such service levels in relation to the **SERVICE** as are provided by the relevant **NETWORK** Provider to **BRITANNIC** and the **CUSTOMER'S** rights and remedies in relation to such element of the **SERVICES** shall be limited to the terms of such **NETWORK PROVIDER'S** service levels.

(c) Nothing in the **CONTRACT** will create or vest in the **CUSTOMER** any right, title or interest in a **SERVICE**, its configuration or associated telephone numbers or addresses **BRITANNIC** may without liability change or modify features and functionalities of a **SERVICE** or modify or replace any hardware or software in the **NETWORK** or in **EQUIPMENT** provided that this does not have a material adverse effect on the committed **SERVICE**.

(d) The **CUSTOMER** acknowledges that **BRITANNIC** exercises no control and accepts no responsibility for the information, services and content accessible on the **NETWORK** or the internet. The **CUSTOMER** acknowledges and agrees that the internet contains materials that are explicit or which may be offensive and is accessible by persons who may attempt to breach the security of the **NETWORK** and/or the **CUSTOMER'S** systems. **BRITANNIC** has no control over, and expressly disclaims any liability or responsibility for, such materials or actions. The **CUSTOMER** and its **USERS** access the **SERVICE** at their own risk.

5. Fees and Charges

(a) The Charges for the **SERVICE** as set out on the **CUSTOMER ORDER** do not include any **CUSTOMER**-usage based charges incurred in connection with this **SERVICE**, which shall also be payable by the **CUSTOMER**.

(b) Following the initial committed period the following cancellation periods will apply:

- 35 day cancellation period for all PSTN lines & DSL Broadband services
- 90 day cancellation period for all Ethernet connections

All cancellation requests must be made on a **BRITANNIC** Network Connect Lines cancellation form which must be signed by the **CUSTOMER** and delivered to **BRITANNIC**. Any **SERVICES** on these lines will also be cancelled.

Termination of PSTN analogue or ISDN lines will incur a minimum charge of £10.00 and termination of DSL lines will incur a minimum charge of £30.00.

BRITANNIC does not accept any responsibility for any losses that may be incurred as a result of any line or connection cancellations.