



Business Terms & Conditions of Service

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These terms and conditions apply to the sale, licence, maintenance and services (as applicable) by SoConnect (trading as Air IT) of any telecoms hardware or software, computer hardware or software, line rental and call charges or other similar or associated products or services.

The General Terms apply to all sales and contracts of SoConnect (trading as Air IT) and the remaining terms apply depending upon the service to be provided by SoConnect (trading as Air IT). The terms are set out as follows: -

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Part 1 - Sale of Goods

The following terms and conditions in this Part 1 apply to the sale of Goods by SoConnect (trading as Air IT)

1. Formation of Contract

1.1 SoConnect (trading as Air IT) will sell and the Customer will buy the Goods in accordance with SoConnect (trading as Air IT)'s written quotation (if accepted by the Customer) or the Customer's written order (if accepted by SoConnect (trading as Air IT)) subject in either case to these Terms. No order submitted by the Customer is deemed to be accepted by SoConnect (trading as Air IT) unless SoConnect (trading as Air IT) confirm this in writing.

2. Accuracy of Order

2.1 The Customer is responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer.

3. Software

3.1 All software, whether supplied, installed or implemented is provided within the terms and conditions and license of the software provider.

3.2 If the software comprised in the Goods is not owned by SoConnect (trading as Air IT) then the Customer will be required to enter into an end-user license agreement with the owner of the software concerned.

3.3 If any software has to any extent been written or developed by SoConnect (trading as Air IT) then subject to clause 3.2 above, SoConnect (trading as Air IT) hereby grants a non-exclusive, nontransferable license for the use of such software by the Customer for the duration of this Contract and all copies of such software are the property of SoConnect (trading as Air IT) and notwithstanding clause 5.1 no title or ownership thereof will be transferred to the Customer.

4. Delivery

4.1 Delivery of the Goods will be deemed to have taken place when SoConnect (trading as Air IT) has delivered the Goods to the place agreed in writing, with the Customer.

4.2 Any dates and times quoted for delivery are estimates only and unless otherwise agreed in writing, delivery times are not of the essence of the contract. SoConnect (trading as Air IT) will not be liable for any loss or damage (howsoever arising) to the Customer should SoConnect (trading as Air IT) be unable to deliver the Goods within the quoted period as a result of a

Force Majeure Event or the failure by the Customer to provide SoConnect (trading as Air IT) with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.3 If SoConnect (trading as Air IT) fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. SoConnect (trading as Air IT) shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide SoConnect (trading as Air IT) with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 SoConnect (trading as Air IT) is entitled to make partial deliveries by instalments and these Terms will apply to each partial delivery.

4.5 If the Goods are to be delivered in instalments, each delivery will constitute a separate contract and failure by SoConnect (trading as Air IT) to deliver any one or more instalments in accordance with these Terms will not entitle the Customer to treat the Contract as a whole as terminated.

4.6 If the Customer fails to accept delivery of the Goods within 3 Business Days of SoConnect (trading as Air IT) notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or SoConnect (trading as Air IT)'s failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which SoConnect (trading as Air IT) notified the Customer that the Goods were ready; and (b) SoConnect (trading as Air IT) shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

4.7 If 10 Business Days after SoConnect (trading as Air IT) notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, SoConnect (trading as Air IT) may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

5. Transfer of Property and Risk

5.1 Risk in respect of the Goods passes to the Customer at the time of delivery but the title in

the Goods will not pass to the Customer until SoConnect (trading as Air IT) has received payment in full of the price of the Goods and all other goods agreed to be sold or services to be provided by SoConnect (trading as Air IT) to the Customer for which payment is then due.

5.2 Until title in the Goods has passed to the Customer, SoConnect (trading as Air IT) will be entitled at any time to require the Customer to deliver up the Goods to SoConnect (trading as Air IT) and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

5.3 Until title in the Goods has passed to the Customer, the Customer will hold the Goods as SoConnect (trading as Air IT)'s fiduciary agent will not dispose of the Goods and will keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as SoConnect (trading as Air IT)'s property.

5.4 If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in Clause 12.1 of Part 5, or SoConnect (trading as Air IT) reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been re-sold (and without limiting any other right or remedy SoConnect (trading as Air IT) may have) SoConnect (trading as Air IT) may at any time require the Customer to deliver up the Goods, and, if the Customer fails to do so promptly, enter into any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. Installation

6.1 Where SoConnect (trading as Air IT)'s written quotation for the sale of the Goods or the Customer's written order for the Goods (if accepted by SoConnect (trading as Air IT)) specifies installation of the Goods or SoConnect (trading as Air IT) otherwise undertakes any such installation then the Customer will complete all necessary works that may be required to receive the installation of the Goods including all necessary IT infrastructure and suitable electrical supply. If SoConnect (trading as Air IT) is prevented or delayed from carrying out the installation through no fault of SoConnect (trading as Air IT) then SoConnect (trading as Air IT) is entitled to charge the Customer at SoConnect (trading as Air IT)'s then current prices for any additional works carried out by or on behalf of SoConnect (trading as Air IT) to enable it to complete the installation and/or for compensation for any

losses or costs incurred by SoConnect (trading as Air IT) by reason of such delay.

7. Warranty

7.1 The Goods supplied hereunder are warranted to be free from material defects in materials and workmanship for a period of 90 days from the date of delivery by SoConnect (trading as Air IT). The Customer must within the said period of 90 days notify SoConnect (trading as Air IT) in writing of any such defects and permit SoConnect (trading as Air IT) to inspect the Goods as

required by SoConnect (trading as Air IT) (and, if required by SoConnect (trading as Air IT), to return the Goods to SoConnect (trading as Air IT)'s place of business at the Customer's cost). If the Customer does not so notify then the Customer will not be entitled to reject the Goods and SoConnect (trading as Air IT) will have no liability for such defect.

7.2 The above warranty only applies where the Goods have been properly used in accordance with the relevant manufacturer's specifications and any instructions by SoConnect (trading as Air IT) and does not apply where:

(a) the Goods have been repaired or modified by anybody other than SoConnect (trading as Air IT);

(b) the Customer alters or repairs the Goods without the written consent of SoConnect (trading as Air IT);

(c) the defect arises as a result of fair wear and tear, willful damage, negligence or abnormal storage or working conditions.

7.3 If a valid claim is notified under clause 7.2 above, then SoConnect (trading as Air IT) may at its discretion repair or replace the Goods free of charge or refund the price of the Goods (or a proportionate part) in which case SoConnect (trading as Air IT) will have no further liability to the Customer.

7.4 Except as set out in this Clause 7, SoConnect (trading as Air IT) shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 7.1.

Part 2 – Supply of Services

1. Formation of Contract

SoConnect (trading as Air IT) will supply and the Customer shall purchase the Services in accordance with SoConnect (trading as Air IT)'s written quotation (if accepted by the Customer) or the Customer's written order (if accepted by SoConnect (trading as Air IT)) subject in either case to

these Terms. No order submitted by the Customer is deemed to be accepted by SoConnect (trading as Air IT) unless SoConnect (trading as Air IT) confirms this in writing.

2. Supply of Services

2.1 SoConnect (trading as Air IT) shall supply the Services to the Customer in accordance with the Scope of Service in all material respects.

2.2 SoConnect (trading as Air IT) shall use all reasonable endeavours to meet any performance dates specified in the Scope of Service, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

2.3 SoConnect (trading as Air IT) warrants to the Customer that the Services will be provided using reasonable care and skill.

2.4 Where the scope of works shows hardware being provided either free of charge or as a rented item, then the title of this equipment remains the property of SoConnect (trading as Air IT) and must be returned to SoConnect (trading as Air IT) at the customer's expense within 28 days of the termination of the contract. If the items are not returned SoConnect (trading as Air IT) reserves the right to charge the customer for RRP value of the equipment provided.

3. Customer's obligations

3.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Order are complete and accurate;
- (b) co-operate with SoConnect (trading as Air IT) in all matters relating to the Services;
- (c) provide SoConnect (trading as Air IT), its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by SoConnect (trading as Air IT);
- (d) provide SoConnect (trading as Air IT) with such information and materials as SoConnect (trading as Air IT) may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- (g) keep and maintain all materials, equipment, documents and other property of SoConnect

(trading as Air IT) ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to SoConnect (trading as Air IT), and not dispose of or use the Supplier Materials other than in accordance with the SoConnect (trading as Air IT)'s written instructions or authorisation.

Part 3 -Provision of Maintenance/Support Services

1 Formation of Contract

1.1 SoConnect (trading as Air IT) will supply and the Customer will purchase the Maintenance and Support Services in accordance with SoConnect (trading as Air IT)'s written quotation (if accepted by the Customer) or the Customer's written order (if accepted by SoConnect (trading as Air IT)) subject in either case to these Terms. No order submitted by the Customer is deemed to be accepted by SoConnect (trading as Air IT) unless SoConnect (trading as Air IT) confirm this in writing.

2 SoConnect (trading as Air IT) Responsibilities

2.1 SoConnect (trading as Air IT) will, subject to these Terms, provide Maintenance and/or Support Services in accordance with the terms of the Scope of Service.

2.2 SoConnect (trading as Air IT) will use its reasonable endeavours to respond to a valid Call within the response time set out in the Scope of Service. Time shall not be of the essence for the performance of the Maintenance and/or Support Services.

2.3 SoConnect (trading as Air IT) will use its reasonable endeavours to rectify defects or malfunctions in the Equipment on the telephone or by use of remote access where provided by the Customer.

2.4 If a defect or malfunction in the Equipment cannot be resolved on the telephone or by remote access, SoConnect (trading as Air IT) will use its reasonable endeavours to visit the Installation Address within the response times set out in the Scope of Service.

2.5 When carrying out work in accordance with these Terms, SoConnect (trading as Air IT) will use its reasonable endeavours to return the Equipment to service and, subject to these Terms, reinstate the Customer's applications.

2.6 SoConnect (trading as Air IT) may at its discretion provide a permanent replacement part for the Equipment, either new or refurbished, and on exchange that part

becomes the property of the Customer, and the faulty part replaced becomes the property of SoConnect (trading as Air IT).

2.7 SoConnect (trading as Air IT) may repair the Equipment away from the Installation Address when it considers it necessary to do so.

2.8 SoConnect (trading as Air IT) may at its discretion, lend the Customer temporary replacement equipment (as compatible as may be available) while repairs are carried out.

Equipment loaned to the Customer remains SoConnect (trading as Air IT)'s property and will be returned to SoConnect (trading as Air IT) on demand. The Customer is entirely responsible for such equipment and will indemnify SoConnect (trading as Air IT) in respect of any loss or damage to that equipment.

2.9 SoConnect (trading as Air IT) may make use of new releases, patches and updates of Third Party

Software to rectify known problems where this is permitted under the applicable software license agreement.

2.10 Where SoConnect (trading as Air IT) is required to carry out or does carry out work that is subsequently found to be outside Maintenance or Support Services as provided for in Scope of Service, SoConnect (trading as Air IT) will be entitled to charge for that work at SoConnect (trading as Air IT)'s then current rates.

3. Term

3.1 Services set out in the Scope of Service will contractually commence on the billing commencement date and, subject to these Terms, continue unless and until either party serves on the other at least 90 days prior written notice of termination, by recorded delivery, and to expire on the date of expiry of the Initial Term or any anniversary thereafter. If notice is not provided the contract will automatically be renewed for the period of the initial term.

4. Period of Availability

4.1 SoConnect (trading as Air IT) will only provide Maintenance and Support Services during the Scheduled Service Hours. If the Customer requests SoConnect (trading as Air IT) to carry out any Maintenance or Support Services outside the Scheduled Service Hours then SoConnect (trading as Air IT) will use its reasonable endeavours to comply with this request but will charge the Customer for such services at SoConnect (trading as Air IT)'s then current rates.

4.2 The time taken by SoConnect (trading as Air IT) to respond to a Call will only be measured during the Scheduled Service Hours.

5. Customer Responsibilities

5.1 The Customer will keep the Equipment in the environmental conditions recommended by the Equipment manufacturer and ensure that the external surfaces, cables and fittings of the Equipment are kept clean and in good condition.

5.2 The Customer will ensure that the Equipment is used only by properly trained staff in accordance with the manufacturer's user instructions, current computing practice and instructions issued by SoConnect (trading as Air IT) from time to time.

5.3 The Customer will ensure that only personnel authorised by SoConnect (trading as Air IT) adjust, modify, configure, maintain, repair, replace or remove any part of the Equipment.

5.4 The Customer will maintain adequate records of the use, maintenance and malfunction of the Equipment and will provide SoConnect (trading as Air IT) with such information and assistance concerning the Equipment, its application, use, location and environment as SoConnect (trading as Air IT) may reasonably require to enable it to carry out the Maintenance or Support Services.

5.5 The Customer will immediately notify SoConnect (trading as Air IT) if there is any failure of the Equipment and will allow SoConnect (trading as Air IT) full and free access to the Equipment and all documentation, software, materials and services necessary for the provision of the Maintenance or Support Services.

5.6 The Customer will ensure that relevant trained and experienced staff are available when required by SoConnect (trading as Air IT) to provide information required by SoConnect (trading as Air IT) to diagnose and/or repair the Equipment.

5.7 Where SoConnect (trading as Air IT) provides remote diagnostic services in respect of the Equipment,

the Customer will put and keep in place a remote access link to the Equipment which is acceptable to SoConnect (trading as Air IT).

5.8 The Customer must tell SoConnect (trading as Air IT) in writing immediately that the Equipment or any part of it is changed.

5.9 The Customer will notify SoConnect (trading as Air IT) of any change in the location of any part of the Equipment. Whilst any Equipment is being moved, all SoConnect (trading as Air IT)'s obligations to provide the Maintenance or Support Services will be suspended. The Maintenance or Support Services will be reinstated following re-installation of the

Equipment provided that the Equipment has not been damaged or affected during the move.

5.10 Unless specifically included in the Scope of Service, the Customer is responsible for the cost of any Third-Party Software upgrades which SoConnect (trading as Air IT) advise are required.

5.11 It is the Customer's sole responsibility, in a manner acceptable to SoConnect (trading as Air IT), to operate and verify a proper back up routine, maintaining all backup copies in a secure environment such that they can and will be provided to SoConnect (trading as Air IT) when required.

5.12 The Customer undertakes to put and keep in place adequate security measures to protect the Equipment and any other software or data from viruses, harmful code or unauthorised access.

5.13 The Customer is solely responsible for any connection charges, line rental charges and call charges in relation to any Equipment.

5.14 The Customer shall obtain and maintain all necessary licenses, permissions and consents which may be required before the Maintenance and Support Services are to start.

6. System Audit

6.1 SoConnect (trading as Air IT) will, as often as SoConnect (trading as Air IT) thinks necessary and (save in the event of an emergency) upon reasonable notice carry out a System Audit within SoConnect (trading as Air IT)'s Normal Working Hours to confirm that, in SoConnect (trading as Air IT)'s opinion, the Equipment is in reasonable operating condition.

7. Service Exclusions

7.1 The Maintenance or Support Services do not extend to:

7.1.1 any Equipment not specified or included in the Scope of Service including any part of the Equipment which is in any way changed from that included in the Scope of Service;

7.1.2 any Equipment which was, in SoConnect (trading as Air IT)'s reasonable opinion, operating in an

unstable or unsuitable manner prior to the commencement of the Maintenance or Support Services;

7.1.3 any work arising as a result of any breach by the Customer of any of its obligations under these Terms;

7.1.4 any work arising from any incident, wilful act or any error or omission in the operation of the Equipment or any other cause (except for wear and tear) which is not due to the neglect or default of SoConnect (trading as Air IT);

7.1.5 any failure or defect caused by hardware or software not covered by these Terms;

7.1.6 failures or defects due to manufacture or design defects over which SoConnect (trading as Air IT) has no control;

7.1.7 refurbishment or repair of casings or outer surfaces;

7.1.8 any work to accessories, alterations, attachments or any other equipment that is external to the Equipment and not identified within the Scope of Service;

7.1.9 reinstatement of customised versions of the standard desktop operating system;

7.1.10 reinstatement of the Customer's software and data not identified within the Scope of Service;

7.1.11 any consultancy, training or software or hardware SoConnect (trading as Air IT) may provide not identified within the Scope of Service;

7.1.12 integration of the Equipment or any part thereof with other systems;

7.1.13 cleansing of viruses and spyware or resolving the consequences of security breaches and incompatibilities in hardware and/or software.

7.1.14 upgrading the Operating Platform to be able to operate the Customer's selected software applications;

7.1.15 consumable supplies or accessories such as magnetic media, batteries, print heads, toner cartridges, ink, paper, and any other items identified as consumable by the Equipment manufacturer, unless listed in the Scope of Service;

7.1.16 any Equipment in respect of which a notice has been served by SoConnect (trading as Air IT) under clauses 8 or 9;

7.1.17 any work arising by reason of any maintenance or repair work carried out in respect of the Equipment by a third party not previously approved in writing by SoConnect (trading as Air IT);

7.1.18 in respect of any personal digital assistants or other mobile solutions comprised within the Equipment anything other than support of the Third-Party Software to enable synchronisation to such server of the Customer as is specified in the Scope of Service.

7.1.19 including but not limited to any act of god, refusal of license government, fire, explosion, lightning damage, accident, electromagnetic interference, industrial dispute or any other Force Majeure Event.

7.1.20 any electrical, cabling or other external work unless installed by SoConnect (trading as Air IT), equipment covered in the Scope of Service, or moving and reinstallation

7.1.21 any batteries or UPS systems

8 Beyond Reasonable Repair

8.1 SoConnect (trading as Air IT) will give the Customer written notice if, in its reasonable opinion, the Equipment (or any part of it) is identified as “end of life”, becomes beyond reasonable repair or spare parts become not readily available, or if faults and/or its condition are such that overhaul, or replacement is necessary at which point any obligations of SoConnect (trading as Air IT) to provide the Maintenance or Support Services in respect of such Equipment will be suspended. If the Customer declines to have the Equipment overhauled or replaced at its expense within 30 days of such notification, SoConnect (trading as Air IT) may on written notice exclude such Equipment from this

Contract and refund to the Customer by way of credit note a fair proportion of any Charges which have been paid by the Customer in respect of such Equipment from the end of the notice period and will remove any loaned equipment relating to the said Equipment from the end of the notice period.

8.2 The provisions of clause 8.1 will apply equally in respect of any software included within the Equipment which, in the reasonable opinion of SoConnect (trading as Air IT), is no longer economically viable to maintain or requires upgrading or updating.

9. Pre-Inspection

9.1 Prior to commencement of the Maintenance or Support Services, SoConnect (trading as Air IT) may during Normal Working Hours inspect the Equipment, or any part of it, at the Installation Address to confirm that it is, in SoConnect (trading as Air IT)'s reasonable opinion, in full working order in accordance with the manufacturer's requirements. If work is required to put the Equipment in such full working order SoConnect (trading as Air IT) will notify the Customer accordingly. If the Customer declines to have such work carried out at its expense within 30 days of such notification, SoConnect (trading as Air IT) may on written notice exclude such equipment from Maintenance or Support Services and will refund to the Customer by way of credit note a fair proportion of any Charges which have been paid by the Customer in respect of such equipment from the end of the notice period.

Part 4 –Network Services (includes telecom lines, Broadband, EFM and Leased Line Services

1. Connection

1.1 The Network Services initial term will commence on the date the service is handed over to the customer and the billing commencement date or date in the Scope of Service whichever is the later date and subject to these Terms shall continue unless and until either party serves on the other at least 90 days prior written

notice of termination, by recorded delivery, and to expire on the date of expiry of the Initial Term or any anniversary thereafter.

1.2 If the Customer does not serve notice of termination in accordance with clause 1.1 above prior to the expiry of the Initial Term, the Contract will automatically continue for the period of the initial term.

1.3 SoConnect (trading as Air IT) cannot guarantee a ready for service date and the Customer will not hold SoConnect (trading as Air IT) liable for any failure to provide the Network Service by any estimated date of connection. Time shall not be of the essence for the performance of the Network Service.

1.4 SoConnect (trading as Air IT) will use reasonable endeavours to provide the Customer with the quality and coverage of Network Service that is generally provided.

1.5 The Customer understands that no Network Service can be fault free at all times and maybe affected by issues out with SoConnect (trading as Air IT)'s control.

1.6 The Network Service may have to be suspended temporarily for operational reasons or in the event of an emergency or for Customer security if repairs to/and maintenance of the Network Service is required. SoConnect (trading as Air IT) will endeavour to give the Customer notice of any such suspension and will refund to the Customer, on a pro-rata basis such proportion of the Monthly Rental Charges that have already been paid in respect of any period during which the Network Service has been suspended for this reason.

1.7 It is the Customer's responsibility to ensure that all information provided to SoConnect (trading as Air IT) is accurate and not misleading. Failure to do so may result in refusal to connect.

1.8 If SoConnect (trading as Air IT) have to alter the Network Service as a result of regulatory or technical

changes, the Customer will be responsible for any changes needed to the Equipment.

1.9 SoConnect (trading as Air IT) may replace their Equipment or alter any telephone number or any other code or number allocated by them in connection with the Network Service.

1.10 The Customer shall provide SoConnect (trading as Air IT) free of charge with all information, assistance or facilities which they may reasonably require to enable them to supply the Network Service and fulfil their obligations under the Scope of Service

1.11 In order that SoConnect (trading as Air IT) can provide the Network Service the Customer must prepare their premises in accordance with SoConnect (trading as Air IT)'s instructions and must provide a mains electricity supply. All such preparation work and any reinstatement work at the Customer's premises after SoConnect (trading as Air IT) have completed any work that is required to provide the Network Service will be the Customer's responsibility and cost.

1.12 Prior to providing the Customer with the Network Service SoConnect (trading as Air IT) may have to obtain the consent or approval of a third party. The Customer will have to obtain any consent referred to in clause 3.2. SoConnect (trading as Air IT)'s ability to provide the Customer with the Network Service will be dependent upon all such consents and approvals being properly in place.

1.13 Should SoConnect (trading as Air IT) have to re-programme the Equipment before it can provide Network Service and connect to the Network such work will be carried out at the Customer's cost. SoConnect (trading as Air IT) may charge for all costs incurred in this respect to the Customer.

1.14 SoConnect (trading as Air IT) will install any necessary connection points, Exchange Lines and other ancillary equipment in order to connect the Equipment to the Network.

1.15 New line numbers cannot be guaranteed until installed and working.

1.16 The Customer is liable for any penalty or cancellation charges imposed by their previous provider on moving to SoConnect (trading as Air IT) services.

1.17 If Customer fails to comply with any of their obligations under this Clause 1 ("Customer Default") then SoConnect (trading as Air IT) shall have the right to suspend performance of the Network Service until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays SoConnect (trading as Air IT)'s performance of any of its obligations. In addition:

(a) SoConnect (trading as Air IT) shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from SoConnect (trading as Air IT)'s failure or delay to perform any of its obligations; and (b) the Customer shall reimburse SoConnect (trading as Air IT) on written demand for any costs or losses sustained or incurred by SoConnect (trading as Air IT) arising directly or indirectly from the Customer Default.

2. Use of the Network Service

2.1 The Network Service must not be used for:

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2.1.1 sending any messages or communications which are immoral, indecent, offensive, obscene, defamatory, menacing or for any malicious purpose;

2.1.2 Fraudulent, or any illegal or unlawful purpose;

2.1.3 harassing, annoying, inconveniencing or causing needless anxiety to any person and the Customer must not encourage, request or permit anyone else to use the Network Service in this way.

2.2 The Customer must use the Network Service in accordance with:

2.2.1 All reasonable instructions SoConnect (trading as Air IT) may give the Customer from time to time;

2.2.2 any relevant laws, code of practice or regulation;

2.2.3 Any direction of the Director General of Telecommunications or other competent authority and any licence which governs the running of a telecommunications system.

2.3 The Customer shall not acquire any rights in relation to any telephone number(s) or any other code or number allocated by SoConnect (trading as Air IT) in connection with the Network Service.

2.4 For the avoidance of doubt property and ownership of SoConnect (trading as Air IT) Equipment shall not pass to the Customer at any time.

2.5 The Customer shall ensure that all of their Equipment used in connection with the Network Service is in good working order and conforms to the relevant standard or approval for the time being designated under any relevant legislation and is suitable for connection to the Network.

2.6 SoConnect (trading as Air IT) do not have to connect or keep connected any of the Customer's Equipment which is likely to impair the quality of the Network Service

2.7 The Customer shall not move, modify, relocate or otherwise interfere with any of SoConnect (trading as Air IT)'s Equipment which is installed on the Customer premises

and shall not allow SoConnect (trading as Air IT)'s Equipment to be repaired, serviced or maintained by anyone

other than SoConnect (trading as Air IT) authorised representative.

2.8 The Customer agrees to take reasonable care of SoConnect (trading as Air IT)'s Equipment and agrees to be responsible for any loss or damage occurring to SoConnect (trading as Air IT)'s Equipment after installation at the Customer's premises. The Customer is advised to take out appropriate insurance.

2.9 The Customer will not sell, assign, mortgage, charge, underlet or part with possession of SoConnect (trading as Air IT)'s Equipment or any interest they may have in it and will not permit anyone else to do so.

2.10 The Customer's Equipment may only be connected to the Network if SoConnect (trading as Air IT) gives prior written consent and by means of a connection point provided by SoConnect (trading as Air IT). The Customer shall not connect any Equipment to the Network directly or indirectly, nor permit any other person to do so.

2.11 The Customer may request the relocation of any connection point within their premises or the installation of additional Exchange Lines at their premises with SoConnect (trading as Air IT)'s consent which SoConnect (trading as Air IT) may give or withhold in their absolute discretion. The Customer shall pay SoConnect (trading as Air IT) any relevant additional Charges and any other costs or expenses incurred at SoConnect (trading as Air IT)'s usual rates in force from time to time.

2.12 The Customer agrees to indemnify SoConnect (trading as Air IT) against all costs (including the costs

of enforcement) expenses, liabilities (including any tax liability), injuries, losses, damages (including damage to or loss or theft of SoConnect (trading as Air IT)'s Equipment) claims, demands or legal costs (on a full indemnity basis) and judgements which may be suffered or incurred, or in any way connected with any use of the Network Service in breach of these Terms or in connection with the misuse of the Equipment.

2.13 When the Customer notifies SoConnect (trading as Air IT) of a fault in the Network Service SoConnect (trading as Air IT) will endeavour to make arrangements to correct that fault.

2.14 SoConnect (trading as Air IT) will carry out work by appointment during Normal Working Hours. If the Customer wants SoConnect (trading as Air IT) to carry out work outside these hours they will be responsible for any

charges in accordance with SoConnect (trading as Air IT) usual rates in force from time to time.

2.15 SoConnect (trading as Air IT) may charge the Customer for any costs incurred in carrying out any maintenance or repair work which SoConnect (trading as Air IT) consider unnecessary or where SoConnect (trading as Air IT) do not find any fault in the Network Service.

2.16 The Customer acknowledges that SoConnect (trading as Air IT) may co-operate with the police and any other relevant authorities in connection with any misuse or suspected misuse of the Network Service or other telecommunications services and the Customer consents to SoConnect (trading as Air IT) co-operating with any other telecommunications operators for this reason. Where this is reasonably necessary, the Customer agrees that DP can divulge their name, address and account information to such third parties.

3. Access to Premises

3.1 The Customer agrees to give SoConnect (trading as Air IT) unrestricted access to their premises in order that SoConnect (trading as Air IT) can connect the Customer to the Network or for the purposes of inspecting, maintaining or removing SoConnect (trading as Air IT)'s Equipment or otherwise as necessary to fulfil their obligations under these Terms.

3.2 The Customer will be responsible for obtaining any necessary consent to allow SoConnect (trading as Air IT) access to Premises.

3.3 SoConnect (trading as Air IT) will endeavour to give at least 7 days' notice if needed to gain access to the Customer's premises but there may be circumstances where reasonable notice cannot be given (for example in the event of an emergency).

3.4 SoConnect (trading as Air IT) cannot be held responsible for any failure to comply with their obligations under these Terms resulting from their inability to gain access to the Customer's premises.

4. The Charges

4.1 The Customer will pay to SoConnect (trading as Air IT), in addition to any other charges due under these Terms:

4.1.1 The Connection Charge(s);

4.1.2 The Monthly Rental Charges;

4.1.3 Call Charges.

4.2 If the amount of Call Charges in any month is below the agreed Minimum Monthly Spend, the Customer will pay SoConnect (trading as Air IT), in addition to the Call Charges, an amount

equal to the difference between the Minimum Monthly Spend where

applicable and the Call Charges for that month.

4.3 SoConnect (trading as Air IT) may change any charges (except for fixed charges) at any time without notice to the Customer. Details of Charges are shown on the Tariff Sheets which are available from SoConnect (trading as Air IT) upon request.

4.4 A termination charge of £ 35/line will be charged for any DSL service in all contracts.

5. Billing

5.1 SoConnect (trading as Air IT) will send a bill each month. The Customer agrees to pay SoConnect (trading as Air IT) all Charges and Call charges due within 30 days of the date of invoice, by direct debit or by an alternative method agreed by SoConnect (trading as Air IT). Time shall be of the essence in respect of payment of Charges and Call Charges due.

5.2 Call Charges will be calculated separately in respect of each Exchange Line under this Agreement. The Customer will receive one bill from SoConnect (trading as Air IT) each month for all Exchange Lines held.

5.3 If the Customer is disconnected for non-payment, they will pay the prevailing disconnection charge (excluding VAT) for each reconnection.

5.4 Each time the Customer payment is late, cancelled or dishonoured without a valid reason, SoConnect (trading as Air IT) will charge the prevailing charge (excluding VAT) for administration costs. The Customer agrees to be responsible for all reasonable costs and expenses incurred by SoConnect (trading as Air IT) and by SoConnect (trading as Air IT)'s debt collection agents and solicitors in attempting to obtain payment.

5.5 Failure to pay any Charges or Call Charges by the due date without valid reason may result in a charge of interest at the rate of 4% above Royal Bank of Scotland PLC base rate from the due date until the date payment is received.

5.6 SoConnect (trading as Air IT) will charge the prevailing rate (excluding VAT) each month per Exchange Line each time the Customer pays the Charges and Call Charges other than by direct debit.

5.7 If the Customer wants to challenge a billed item, this must be done within 1 month of the date of the bill.

5.8 The Customer agrees to tell SoConnect (trading as Air IT) of any change in name, address or bank details. The bill will be sent to the address specified.

6. Non-Payment

6.1 Failure to pay any Charges or Call Charges by the due date may result in temporary suspension of the Network Service without warning. SoConnect (trading as Air IT) will restore full Network Service when all Charges and Call Charges including any additional charge for non-payment are paid.

6.2 On failure to pay for one month or more, SoConnect (trading as Air IT) may completely disconnect the Customer from the Network. Re-connection will be at SoConnect (trading as Air IT)'s discretion and will only be considered when the Customer has paid all Charges and Call Charges including the re-connection charge.

Part 5 - General Provisions

1. General

1.1 These Terms may only be amended or varied with SoConnect (trading as Air IT)'s agreement in writing. The parties agree that these Terms will prevail notwithstanding any conflicting or additional terms or any orders or other notifications submitted by the Customer

1.2 Words of a technical nature used in these Terms will (unless inconsistent with the context) be construed in accordance with general trade use in the computer industry in the United Kingdom.

1.3 Headings in these Terms are for convenience only and have no effect on the interpretation.

1.4 Failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of its rights under these Terms or otherwise nor will any single or partial exercise thereof preclude any further or subsequent exercise.

1.5 Order conditions may be subject to a final site survey.

1.6 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.

2. Specification

2.1 The description of any Goods contained in any invoice, order form, descriptive matter, specifications, catalogue or advertising material published or issued by SoConnect (trading as Air IT) is for identification only and the use of such description will not constitute a sale by description. Any typographical or other error or omission in any such literature or any other document issued or provided by SoConnect

(trading as Air IT) may be corrected by SoConnect (trading as Air IT) without any liability on the part of SoConnect (trading as Air IT).

2.2 SoConnect (trading as Air IT) reserves the right to supply Goods which differ from the specifications agreed between the parties and/or to modify any specifications in respect of the Maintenance or Support Services or other Services (including any changes necessary to comply with any applicable laws or safety requirement) provided that this does not materially affect the performance of the Goods or the nature or quality of the Maintenance or Support Services or other Services.

3. Prices and charges

3.1 Unless otherwise stated in writing, quotations are valid for 30 days from the date of issue and are exclusive of VAT and any other relevant taxes which are payable by the Customer in addition.

3.2 The Charges for the Services shall be on a time and materials basis. The Charges shall be calculated in accordance with the SoConnect (trading as Air IT)'s standard daily fee rates, as set out in the Scope of Service. SoConnect (trading as Air IT)'s standard daily fee rates for each individual are calculated on the basis of an eight-hour day from 9.00 am to 5.00 pm worked on Business Days;

3.3 The Charges quoted in the Scope of Service for Maintenance or Support Services are for the Initial Term only. The annual Charges payable for any subsequent 12-month period (excluding any additional payments due under these Terms) will be as notified by SoConnect (trading as Air IT) to the Customer in writing at least 30 days before the commencement of such period.

3.4 All waiting time spent by any employees or agents of SoConnect (trading as Air IT) (which includes any time which had been allocated to a Customer by SoConnect (trading as Air IT) and which is not utilised by such Customer for any of the reasons set out in this clause) as a result of any delay, variation or failure by the Customer to comply with these Terms (which for these purposes includes any delays or postponements by the Customer of any installation dates specified by SoConnect (trading as Air IT), of dates of scheduled service visits or otherwise) will be payable by the Customer to SoConnect (trading as Air IT) at SoConnect (trading as Air IT)'s then applicable hourly rate.

3.5 SoConnect (trading as Air IT) reserves the right to vary the price of Goods or Services by any reasonable amount attributable to any changes in the cost to SoConnect (trading as

Air IT) of purchasing the Goods or any materials incorporated in them or procuring necessary services, or to fluctuations in currency exchange rates between the date of the contract and date of delivery of the goods or supply of the Services.

3.6 SoConnect (trading as Air IT) reserves the right to increase its Charges, provided that such Charges cannot be increased more than once in any 12-month period. SoConnect (trading as Air IT) will give the Customer written notice of any such increase one month before the proposed date of increase and if such increase is not acceptable to the Customer, it shall notify SoConnect (trading as Air IT) in writing within 14 days of the date of SoConnect (trading as Air IT)'s notice and SoConnect (trading as Air IT) shall have the right without limiting its other rights and remedies to terminate the Contract by giving one week's written notice to the Customer.

4. Payment

4.1 In respect of the Maintenance or Support Services for the Initial Term the Customer will pay the Charges to SoConnect (trading as Air IT) on the date(s) set out in the Scope of Service and thereafter annually in advance within 14 days after the date of SoConnect (trading as Air IT)'s invoice.

4.2 In respect of the sale of all other Goods and Services:

4.2.1 Payment will be made by the Customer on the date(s) agreed in writing between the Customer and SoConnect (trading as Air IT) at the point of order for the Goods or the requirement for Services in accordance with these Terms or as agreed within the Scope of Service.

4.2.2 Invoices for Goods will ordinarily be issued on delivery of the Goods. If the Goods are specific to the Customer or if the Customer fails to take delivery when required SoConnect (trading as Air IT) may invoice the Customer at any time after the Goods become available.

4.2.3 SoConnect (trading as Air IT) may require the Customer prior to delivery to pay a 40% deposit to secure any order or part thereof.

4.2.4 Any quantity discount given by SoConnect (trading as Air IT) at the point of order may be removed if the order quantity is subsequently reduced.

4.3 If no payment date(s) has been agreed in writing in accordance with clauses 4.1 or 4.2.1 above then payment by the Customer will be made within 14 days after the date of SoConnect (trading as Air IT)'s invoice. Time for

payment of the invoice shall be of the essence of the Contract.

4.4 If any payments from the Customer under these Terms are payable by instalments, the Customer will pay such instalments in advance, by standing order, direct debit or such other method as SoConnect (trading as Air IT) may agree, at the intervals agreed in writing with SoConnect (trading as Air IT).

4.5 If the Customer fails to make any payment due to SoConnect (trading as Air IT) (whether under these Terms or otherwise) on its due date then SoConnect (trading as Air IT) may (without prejudice to any other remedy) cancel the Contract or suspend any further performance of any obligations by SoConnect (trading as Air IT) to the Customer or appropriate any money received from the Customer against such sums as SoConnect (trading as Air IT) may determine (notwithstanding any instructions from the Customer). For the avoidance of doubt, SoConnect (trading as Air IT) will be entitled to suspend the performance of any Maintenance or Support Services in the event that there are any sums owing by the Customer in respect of any other goods and/or services provided by or on behalf of

SoConnect (trading as Air IT) to the Customer.

4.6 All payments due to SoConnect (trading as Air IT) under these Terms will be paid in full without any set off, deduction, counterclaim or withholding of any sum for whatever reason.

4.7 SoConnect (trading as Air IT) reserves the right to charge interest on the amount of any delayed payment at the rate of 4% over the base rate of Royal Bank of Scotland Plc from time to time per calendar month or part thereof on the outstanding amount until payment has been made in full.

5. Lease

5.1 If any payments due to SoConnect (trading as Air IT) in respect of the Goods or the Maintenance or Support Services is to be paid by a third party then the Customer agrees that immediately on delivery of the Goods the Customer will sign the acceptance note for the leasing company or other third party and will generally take all steps as may be necessary to ensure that payment is made to SoConnect (trading as Air IT) for the Goods and/or the Maintenance or Support Services in accordance with these Terms.

6. SoConnect (trading as Air IT) Employees

6.1 The Customer will take all such steps as may be necessary to ensure the safety and welfare of any of SoConnect (trading as Air IT)'s

representatives who visit any premises of or on behalf of the Customer;

6.2 The Customer will fully indemnify and hold harmless SoConnect (trading as Air IT) from and against any claim for loss, damage or injury to any person or property occasioned by or arising directly or indirectly from any negligence or misuse of the Goods or the Equipment or any other breach of these Terms by or on behalf of the Customer.

7. Liability

7.1 Subject as expressly provided in these Terms and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but nothing in these Terms will affect the liability of SoConnect (trading as Air IT) for any fraudulent misrepresentation.

7.2 The Customer accepts that in respect of the sale of the Goods, whilst SoConnect (trading as Air IT) will endeavour to use its expertise and experience to advise the Customer, SoConnect (trading as Air IT) is acting as a supplier only and it is the Customer's responsibility to ensure that the Goods will be suitable for its requirements and the Customer acknowledges that prior to the Contract it has fully and accurately advised SoConnect (trading as Air IT) of its requirements, both present and anticipated, in respect of the Goods.

7.3 If SoConnect (trading as Air IT) is unable, other than through the act or default of the Customer, within a reasonable time to repair or replace any defective Goods in accordance with the Warranty set out in these Terms and where such Goods are unusable due to such defect then, the Customer's only remedy is to reject such Goods and on their return to SoConnect (trading as Air IT)'s premises the Customer is entitled to recover the price paid for such Goods provided the Customer has notified such defect in accordance with these Terms.

7.4 Without prejudice to clause 7.6, if SoConnect (trading as Air IT) fails to provide Maintenance or Support Services in accordance with its obligations hereunder, the total Liability of SoConnect (trading as Air IT) in any one year for any Loss suffered by the Customer as a result of such failure will not exceed the Charges paid by the Customer in such year for the Maintenance or Support Services in question.

7.5 Except in the case of death or personal injury caused by SoConnect (trading as Air IT)'s negligence, or liability for defective products

under the Consumer Protection Act 1987, SoConnect (trading as Air IT) will not have any Liability at common law or under the express terms of the Contract to the Customer for loss of profit or any indirect, special or consequential Loss of the Customer arising out of or in connection with the provision of any Goods or Services or any delay in providing or failure to provide any goods or services even if SoConnect (trading as Air IT) had been advised of the possibility of such potential loss.

7.6 Except in the case of death or personal injury caused by SoConnect (trading as Air IT)'s negligence, or liability for defective products under the Consumer Protection Act 1987, in no event shall SoConnect (trading as Air IT)'s Liability in respect of any Loss to the Customer exceed the value of the Order.

7.7 Except in the case of death or personal injury caused by SoConnect (trading as Air IT)'s negligence, or liability for defective products under the Consumer Protection Act 1987, no action regardless of form may be brought by the Customer more than 6 months after the cause of action has accrued.

7.8 SoConnect (trading as Air IT) will have no liability under these Terms or otherwise to the Customer arising out of:

7.8.1 any loss or corruption of any documents, data, memory erasure of media stored on disk, whether total or partial howsoever arising by reason (in whole or in part) of the Customer's failure to maintain adequate back-up copies of all of its operating system software, application software, data files and other documentation;

7.8.2 any loss or corruption of any documents, data, memory erasure of media stored on disk, whether total or partial howsoever arising, including but not limited to loss which may occur, whilst installation, service or maintenance work is being carried out by or on behalf of SoConnect (trading as Air IT) in accordance with these Terms or any other reason;

7.8.3 any act or omission of any third party telecommunication provider, or fault or failure of their equipment (including any prevention of any remote servicing facility in respect of the Equipment); and if any damage to any of the program or data files of the Customer occurs then SoConnect (trading as Air IT)'s responsibility will be confined to assisting the Customer to restore the latest backup copy and installing application software made available on site by the Customer. If on site assistance is required to reconstruct the files then SoConnect (trading as Air IT) will charge the Customer for

the cost of such assistance at SoConnect (trading as Air IT)'s then current rates.

7.8.4 If SoConnect (trading as Air IT)'s performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or the failure by the Customer to perform any relevant obligation ("Customer Default"):

(a) SoConnect (trading as Air IT) shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays SoConnect (trading as Air IT)'s performance of any of its obligations;

(b) SoConnect (trading as Air IT) shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from SoConnect (trading as Air IT)'s failure or delay to perform any of its obligations; and

(c) the Customer shall reimburse SoConnect (trading as Air IT) on written demand for any costs or losses sustained or incurred by SoConnect (trading as Air IT) arising directly or indirectly from the Customer Default.

8. Warranties

8.1 The Customer warrants and represents that the use by SoConnect (trading as Air IT) of any data, materials or equipment supplied by the Customer for use by SoConnect (trading as Air IT) in the provision of the Maintenance or Support Services, will not infringe the Intellectual

Property Rights of any third party and the Customer will fully indemnify SoConnect (trading as Air IT) against all losses, costs, charges and expenses incurred by SoConnect (trading as Air IT) in this respect.

9. Confidentiality

9.1 Except as expressly provided, neither party may at any time whether during or after the expiry of these Terms use or disclose the other party's Confidential Information and the Customer will take all reasonable steps to ensure that its employees are bound by the same obligations and that such obligations will continue beyond the termination of the Contract.

10. Performance

10.1 SoConnect (trading as Air IT) will not be liable for any failure or delay in complying with these Terms if the failure or delay was due to a Force Majeure Event, including any

circumstances whatsoever beyond the reasonable control of SoConnect (trading as Air IT) in which event SoConnect (trading as Air IT) will as soon as reasonably practicable notify the Customer of the nature and extent of the circumstances in question. If the Force Majeure Event continues for more than 30 days then SoConnect (trading as Air IT) may cancel this Contract (or any part thereof) without liability to the Customer.

11. Sub-Contracts

11.1 SoConnect (trading as Air IT) may assign, sub-contract or otherwise transfer the benefit of, and/or its obligations under this Contract to any person at any time, subject to obtaining the customers written consent (not to be unreasonably withheld)

11.2 The Customer acknowledges that this Contract is personal to the Customer and that it may not assign or in any way make over to any third party, whether in whole or in part, the benefit of, and/or its obligations under this Contract without the prior written authority of SoConnect (trading as Air IT) and on such terms as SoConnect (trading as Air IT) may reasonably require.

12. Termination

12.1 SoConnect (trading as Air IT) may without prejudice to any other remedy available to it at any time by giving written notice terminate or suspend this Contract or such part of it as SoConnect (trading as Air IT) may elect (including stopping any Goods in transit) if:

12.1.1 the Customer commits any continuing or material breach of these Terms and if the breach is capable of remedy, is not remedied within 30 days of a written notice detailing the breach;

12.1.2 a resolution is passed or an order is made for the liquidation of or the winding up of the Customer (save for the purpose of a bona fide reconstruction or amalgamation);

12.1.3 the Customer becomes subject to an administration order, or if an administrator or receiver or manager or administrative receiver is appointed over the Customer's property or assets;

12.1.4 the Customer suffers execution or distress or takes or suffers any similar action in consequence of a debt;

12.1.5 the Customer is insolvent or would be taken as insolvent under section 123 Insolvency Act 1986;

12.1.6 the Customer is dissolved or otherwise threatens or ceases to carry on business or a substantial part of it;

12.1.7 the Customer commences negotiations with all or any class of its creditors with a view to entering into a compromise or arrangement with its creditors;

12.1.8 in the case of a sole trader or partnership anything analogous to any of the above occurs;

12.1.9 any event occurs in any jurisdiction similar to any of the events mentioned in this Clause 12

12.2 On termination of this Contract:

12.2.1 the Customer shall immediately pay to SoConnect (trading as Air IT) all of SoConnect (trading as Air IT)'s outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, SoConnect (trading as Air IT) shall submit an invoice, which shall be payable by the Customer immediately on receipt;

12.2.2 the Customer shall return all equipment and materials which are part of the rental service, this includes all router's, modems, Satellite dishes and any other equipment provided to deliver our service and which have not been fully paid for. If the Customer fails to do so, then SoConnect (trading as Air IT) may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these Terms;

12.2.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination or expiry; and

12.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12.4 On termination of this Contract for any reason the Customer will return or delete any of SoConnect (trading as Air IT)'s Confidential Information and return to SoConnect (trading as Air IT) all property of SoConnect (trading as Air IT) under the Customer's possession or control.

12.5 On termination of the Contract any license to use software granted by SoConnect (trading as Air IT) will immediately terminate and the Customer will return to SoConnect (trading as Air IT) any such software and all copies thereof and will not use or permit the use of any such software. The Customer acknowledges and agrees that SoConnect (trading as Air IT) will be entitled to remove such software from all operating systems of the Customer whether by means of remote access or otherwise. The Customer will not do or omit to do anything which might prevent or hinder such removal.

12.6 If the Customer terminates this Contract (or SoConnect (trading as Air IT) terminates by reason of any acts or omissions of the Customer) then 12.6.1 in respect of any Goods such termination can only be made with SoConnect (trading as Air IT)'s written consent and on terms that the Customer will indemnify SoConnect (trading as Air IT) in full against all loss (including loss of profit) costs, charges and expenses incurred by SoConnect (trading as Air IT) as a result of such termination; and

12.6.2 if the termination occurs prior to the end of the Initial Term or prior to the services going live, SoConnect (trading as Air IT) may without prejudice to any other remedies available to it demand and receive from the Customer an early termination charge of a minimum of £ 300 or the charges stated in 1 and 2 below, whichever is the greater. This charge will be calculated to recover (1) such costs as SoConnect (trading as Air IT) has reasonably incurred either directly or indirectly, in equipping itself to deliver the service and which have not been fully recovered by SoConnect (trading as Air IT) from the Charges paid by the Customer at the date of termination and (2) the monthly rental charges up to the end of the Initial Term ("the Early Termination Charge"). In respect of Network Services, the Customer agrees that if SoConnect (trading as Air IT) has installed any necessary connection points, Exchange Lines or other ancillary equipment free of charge at the commencement of the Network Services, in addition to the Early Termination Charge, SoConnect (trading as Air IT) shall be entitled to charge the Customer an installation charge upon termination of the Network Services

13. Intellectual Property Rights

13.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by SoConnect (trading as Air IT).

13.2 The Customer acknowledges that, in respect of any Intellectual Property Rights owned by a third party, the Customer's use of any such Intellectual Property Rights is conditional on SoConnect (trading as Air IT) obtaining a written license from the relevant licensor on such terms as will entitle SoConnect (trading as Air IT) to license such rights to the Customer.

14. Data Protection

14.1 For the purposes of this clause:

14.1.1 "Applicable Data Protection Legislation" shall mean (a) the Data Protection Act 1998; or (b) from 25th May 2018, the GDPR, read in conjunction with and subject to any applicable

UK national legislation that provides for specifications or restrictions of the GDPR's rules; or (c) from the date of implementation, any applicable legislation that supersedes or replaces the GDPR in the UK or which applies the operation of the GDPR as if the GDPR were part of UK national law, which may include the Data Protection Act 2018;

14.1.2 "Customer" shall mean the entity contracting with SoConnect (trading as Air IT) as identified in the agreement between such customer and SoConnect (trading as Air IT);

14.1.3 "SoConnect (trading as Air IT)" shall mean the SoConnect (trading as Air IT) entity identified in the agreement with the Customer;

14.1.4 "GDPR" shall mean the General Data Protection Regulation (EU) 2016/679; and

14.1.5 "Personal Data", "Data Controller", "Data Processor", "Data Subject", and "processing" (and other parts of the verb 'to process') shall have the meaning set out in the Applicable Data Protection Legislation.

14.2 Each party shall comply at all times with its respective obligations under the provisions of the Applicable Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other to breach any of its applicable obligations under Applicable Data Protection Legislation.

14.3 SoConnect (trading as Air IT) processes Personal Data on behalf of the Customer as described in the Privacy Notice:

<https://www.airit.co.uk/privacy-policy/>

("SoConnect (trading as Air IT) Privacy Notice") and for such purposes SoConnect (trading as Air IT) is the Data Controller and the Customer is the Data Subject. In connection with such processing SoConnect (trading as Air IT) shall:

14.3.1 process the Personal Data only on documented instructions from the Customer and in accordance with this Agreement;

14.3.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and take steps to ensure that such persons only act on SoConnect (trading as Air IT)'s instructions in relation to the processing;

14.3.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected (and the

Customer shall notify SoConnect (trading as Air IT) immediately if the nature of such Personal Data changes in a material way);

14.3.4 remain entitled to appoint third party sub-processors. Where SoConnect (trading as Air IT) appoints a third party sub-processor, it shall, with respect to data protection obligations:

(a) ensure that the third party is subject to, and contractually bound by, at least the same obligations as SoConnect (trading as Air IT); and

(b) remain fully liable to the Customer for all acts and omissions of the third party;

14.3.5 in addition to the sub-processors engaged pursuant to clause

14.3.4 above, be entitled to engage additional or replacement sub-processors, subject to:

(a) the provisions of clause 14.3.4 above being applied; and

(b) SoConnect (trading as Air IT) notifying the Customer of the additional or replacement subprocessor, and where the Customer objects to the additional or replacement subprocessor, the parties shall discuss the objection in good faith;

14.3.6 not transfer Personal Data outside of the UK / European Economic Area except where such transfer is made in such a way as to ensure that the level of protection offered to natural persons by the Applicable Data Protection Law is

not undermined;

14.3.7 notify the Customer without undue delay after becoming aware that it has suffered a Personal Data breach and shall not inform any third party of the Personal Data breach without first obtaining the Customer's prior written consent, except when law or regulation requires it;

14.3.8 on the Customer's reasonable request, assist the Customer to comply with the Customer's obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of the Applicable Data Protection Legislation), comprising (if applicable): (a) notifying a supervisory authority that SoConnect (trading as Air IT) has suffered a Personal Data breach; (b) communicating a Personal Data breach to an affected individual; (c) carrying out an impact assessment; and

(d) where required under an impact assessment, engaging in prior consultation with a supervisory authority;

14.3.9 unless applicable law requires otherwise, upon termination of the Agreement, at the option of the Customer comply or procure compliance with the following (i) delete all personal data provided by the Customer to SoConnect (trading as Air IT) and/or (ii) return

to the Customer all Personal Data provided by the Customer to SoConnect (trading as Air IT); and

14.3.10 not more than once in any 12-month period and on reasonable notice, of at least twenty (20) business days, permit the Customer (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit SoConnect (trading as Air IT)'s data processing activities to enable the Customer to verify and/or procure that SoConnect (trading as Air IT) is complying with its obligations under this clause.

14.4 Each party may collect, store and process contact Personal Data (such as name, work email address, telephone/mobile work number, and work address) of the other party and/or its employees for the purposes of the performance of this Agreement, and such collection and/or processing shall be carried out in accordance with such party's privacy policy.

15. Notices

15.1 All notices under these Terms must be in writing and will be effective only if given by either party to the other party at their last known principal place of business or such other address as that party has nominated, in writing, for that purpose.

16. Law and Jurisdiction

16.1 These Terms will be governed by and construed in accordance with Scots Law and the Scottish Courts will have non-exclusive jurisdiction to hear all disputes arising in connection with these Terms.

16.2 The invalidity or unenforceability for whatever reason will not prejudice the continuation in force of the remainder of these Terms and if any part of these Terms is held by a Court or other competent authority to be illegal or ineffective it or they will be replaced with such legal and effective terms that most closely approach the ineffective terms.

17. Entire Agreement

17.1 These Terms and the Scope of Service contains the entire agreement between the parties with respect to their subject matter and supersede all previous written and oral agreements and understandings between the parties. The Customer acknowledges that in entering into the Contract it does not rely on any representation, warranty, agreement or other provision except as expressly set out in these Terms and that all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law, but nothing in these Terms will affect the

liability of SoConnect (trading as Air IT) for any fraudulent misrepresentation.

Definitions

In these terms and conditions, unless the context otherwise requires, the following words have the following meanings:

Business Days

a day (other than a Saturday, Sunday or public holiday) when banks in the UK are open for business.

Call

Communication received by SoConnect (trading as Air IT) from the Customer reporting a defect or malfunction in the Equipment or service provided

Call Charges

Charges for calls billed on a monthly basis as specified in the Tariff Sheet for the usage of the Network by the Customer

Charges

The sums payable by the Customer to SoConnect (trading as Air IT) for Equipment, maintenance and Support Services or other Services as set out in the Scope of Service

Confidential Information

Any trade secrets or confidential or proprietary information of either party, including these Terms, but excluding any information:

- (a) in the public domain otherwise than by a breach of the Contract
- (b) which, prior to disclosure was already known by the recipient
- (c) that the other party develops independently of or to any information that is disclosed to it under the provisions of the Contract or,
- (d) which is subsequently disclosed to the recipient by a third party at liberty to disclose it.

Connection Charge

The connection charge payable by the Customer to SoConnect (trading as Air IT) on connection to the Network as specified in the Tariff Sheet

Contract

The contract between the Customer and SoConnect (trading as Air IT) for the sale of Goods and/or supply of Services in accordance with these Terms

Customer

The person who accepts SoConnect (trading as Air IT)'s written quotation for the sale of Goods and/or supply of Services or whose written order in respect thereof is accepted by SoConnect (trading as Air IT)

SoConnect (trading as Air IT)

SoConnect (trading as Air IT) Ltd or such other Group Company as may be notified to the Customer from time to time.

Equipment

All or part of the network, hardware, software and third party software as specified or identified in the Scope of Service

Exchange Line

Exchange line services provided by SoConnect (trading as Air IT) for connection to the Network via DSL, PSTN, ISDN2, ISDN30 or SIP

Force Majeure Event

Any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

Goods

The hardware, software and related Equipment which SoConnect (trading as Air IT) is to supply in accordance with these Terms

Group Company

Any company which for the time being is the holding company of SoConnect (trading as Air IT) or a subsidiary undertaking of SoConnect (trading as Air IT) or of any such holding company (as defined in sections 1159 and 1162 of the Companies Act 2006)

Initial Term

The fixed period for which relevant services are to be provided as specified in the Scope of Service

Intellectual Property Rights

All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in 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.

Installation Address

The address specified in the Scope of Service at which the Equipment is located or such other address as may be agreed in writing by SoConnect (trading as Air IT).

Liability

Any liability arising by reason of any representation (unless fraudulent) or any breach of any implied warranty, conditions or other term or any duty at common law, or under any statute or under any express term of the Contract.

Loss

In relation to the Customer means loss of profit (or any loss) damages, costs or other compensation and any legal or other expenses awarded against or incurred by or paid or agreed to be paid in settlement of any claim by the Customer, howsoever arising and whether by reason of negligence of SoConnect (trading as Air IT), its employees, its agents or otherwise.

Maintenance

The maintenance to be provided by SoConnect (trading as Air IT) in accordance with the Scope of Service.

Monthly Minimum Spend

The monthly minimum spend commitment (if any) as outlined in the Tariff Sheet constituting the minimum amount the Customer agrees to pay to SoConnect (trading as Air IT) each month for the use of the Network Service regardless of the Customer's actual use of the Network Service.

Monthly Rental Charges

The monthly rental charges payable by the Customer as set out in the scope of services or the Tariff Sheet.

Network

The network of choice of SoConnect (trading as Air IT) for provision of the Network Service.

Network Service

Any network service provided to the Customer for the supply of line rental, data services or calls as described in the scope of service or Tariff Sheet.

Order

The Customer's order for the Goods or Services as set out in the Customer's purchase order form or the scope of service.

Normal Working Hours

0800 to 1800 Monday to Friday but excluding bank or statutory holidays.

Operating Platform

The complete configuration of hardware, ancillaries/accessories and operating system for an item of Equipment.

Scope of Service

The schedule signed by the Customer setting out details of the Equipment, response times and other information in respect of the Contract.

Services

The services supplied by SoConnect (trading as Air IT) to the Customer as set out in the Scope of Service.

Scheduled Service Hours

The hours during which SoConnect (trading as Air IT) shall provide the Maintenance and Support Services as outlined in the Scope of Service.

Support Services

The support services be provided by SoConnect (trading as Air IT) in accordance with the Scope of Service.

System Audit

An inspection of the Equipment or part thereof but does not include repair or replacement.

Third Party Software

Software developed and licensed by a third party for which SoConnect (trading as Air IT) have agreed to provide support as detailed in the Scope of Service.

Tariff Sheet

The schedule of charges applicable to the provision of any services to be supplied by SoConnect (trading as Air IT) as provided to the Customer from time to time.

Terms

The terms and conditions set out in this document as amended from time to time in accordance with Clause 1.1 of Part 5.