



**Leased Line &  
Telecommunications  
Services Terms  
Part E**

## **Part E**

### **AIR IT GROUP LIMITED**

#### **Leased Line & Telecommunications Services Terms**

Where, pursuant to the Master Services Agreement, the Customer requests or requires the supply of Leased Line and Telecommunications Services from Air IT Group Limited, the terms of this Part E shall also apply.

#### **Agreed Terms:**

##### **1. Interpretation**

The definitions and rules of interpretation in the MSA and in the terms set out in this Order shall apply

##### **2. Leased Line and Telecommunications Services**

- 2.1. These Leased Line and Telecommunications Services terms together with the MSA, Order and any relevant terms associated with supply of Hardware and/or Managed Services terms comprise the agreement between the parties in relation to the relevant Leased Line and Telecommunications Services.
- 2.2. The Hardware Supply terms at Part B shall apply to the sale or provision of any Hardware that is provided in relation to the Leased Line and Telecommunications Services.
- 2.3. This Order shall commence on the Order Start Date and shall continue for the Term set out on the Order subject to any earlier rights of termination. Thereafter this Order shall continue for 12 month periods unless and until terminated by either of the parties serving on the other no less than 90 days' written notice such notice to expire on the next anniversary of the Telecommunications Start Date.
- 2.4. The Order constitutes an offer by the Customer to purchase the Leased Line and/or Telecommunications Services from Air IT Group Limited in accordance with the Order. The Order shall only be deemed approved when Air IT Group Limited issues a written acceptance of the Order or starts to supply the Leased Line and Telecommunications Services.
- 2.5. At any time after the Order Start Date the Customer may request a change or a variation to the Leased Line and Telecommunications Services. In these circumstances Air IT Group Limited reserves the right to:
  - a) charge associated costs at its sole discretion including without limitation, any cancellation costs charged by third party suppliers in respect of any services that must be cancelled to accommodate the change (including in respect of any Telecommunications or airtime provider);
  - b) extend the remaining unexpired duration of this Order; and/or
  - c) update the Charges to reflect the changes required.
- 2.6. Subject to the terms set out in this Agreement, Air IT Group Limited shall on such date reasonably stipulated by Air IT Group Limited supply the Leased Line and Telecommunications Services to the Customer. Where Air IT Group Limited agrees to

transfer a line from a current service provider Air IT Group Limited will provide an estimate but shall not be liable for any delays associated with transferring a line which are due to the acts or omissions of the then current service provider. Time for delivery or performance shall not be of the essence and performance shall not be of the essence and any specified dates or times for delivery are estimates only.

- 2.7. The Customer acknowledges and accepts the following non-exhaustive list of technical limitations and restrictions relating to the provision by Air IT Group Limited of the Leased Lines and Telecommunications Services and Air IT Group Limited shall not be liable to the Customer or any of its end users for any failure to supply the Leased Line or Telecommunications Services (or any part thereof) in any of the following circumstances:
- a) any technical limitations within the land line network which impacts the provision of the Leased Line and Telecommunication Services or the interoperability between them (including any associated supplied Hardware) which may not become apparent until after the Leased Line and Telecommunications Services (and any Hardware) have been installed and working for some time and in such circumstances, the Leased Line and Telecommunications Services (or part thereof) for some individual customers or end users of the Customer may need to be withdrawn or suspended in which case Air IT Group Limited will provide as much notice to the Customer as is reasonably practical of such withdrawal or suspension;
  - b) the implementation of the Leased Line and Telecommunication Services are incompatible with existing services or infrastructure at the Customer's site which could not have been ascertained or detected before implementation;
  - c) the performance of some site equipment or other proprietary systems of the Customer or third parties may be affected by the Leased Line and Telecommunications Services or any Hardware installed as a result; and
  - d) there may be technical or geographical limitations that inhibit or prevent the installation and provision of the Leased Line and Telecommunications Services (or any part thereof) and in such instances Air IT Group Limited shall, unless otherwise agreed in writing, have no liability to the Customer for the provision of (or inability to provide) the Leased Line and Telecommunications Services (or any part thereof) (or a network or airtime service provider's) inability to provide any land line network or mobile services.
- 2.8. The Customer acknowledges and agrees that the Leased Lines and Telecommunications Services are not provided fault free or on an uninterrupted basis and Air IT Group Limited and/or any network provider or service provider does not undertake to do so. Air IT Group Limited shall have no liability to the Customer, howsoever caused in respect of any failure to provide error free or uninterrupted Leased Lines and Telecommunications Services.
- 2.9. Air IT Group Limited does not give any warranty, representation or undertaking as to the speed, quality or validity of the Leased Line, Telecommunications Services or the Line Rental Equipment and Air IT Group Limited shall have no liability to the Customer whether in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise if the Leased Line, Telecommunications Services or the Line Rental Equipment do not produce a top speed of the maximum speed advertised.
- 2.10. The Customer shall co-operate fully with Air IT Group Limited and/or any network provider (and their employees, agents and/or sub-contractors) in respect of the installation of and ongoing supply of the Leased Lines and Telecommunications Services (or any part thereof) (including any installation services required). The Customer acknowledges that the

installation and implementation of the Leased Lines and Telecommunications Services and provision of any ancillary Hardware is dependent on the Customer providing the requisite accurate information and co-operation (to be updated as required or requested by Air IT Group Limited).

- 2.11. Unless otherwise agreed in writing with Air IT Group Limited, the Customer is responsible for making all arrangements necessary for it to access and/or receive the Leased Lines and Telecommunications Services.
- 2.12. Where Air IT Group Limited is unable to attend a Customer's site as a result of the Customer failing to procure access to their site then Air IT Group Limited shall be relieved from any liability to provide the Leased Lines and Telecommunications Services and may charge an Abortive Visit Charge (i.e. the charge to reflect costs incurred by Air IT Group Limited, its agents or subcontractors, for which the Customer shall be liable).
- 2.13. Abortive Visit Charges may also apply if access is provided to a Customer's site but work is not possible due to the Customer's site being a health and safety risk to the person attending the site or if the operation or security of any Air IT Group Limited equipment to be installed on Customer's site may be compromised.
- 2.14. The Customer shall procure a suitable and safe working environment for Air IT Group Limited's employees, its agents or subcontractors in relation to work carried out at a Customer's site.
- 2.15. In normal circumstances, access to the Customer's site will only be required during Air IT Group Limited's normal business hours. If Air IT Group Limited requires access at other times, the Customer shall procure permission for Air IT Group Limited to have access to the relevant site.
- 2.16. Any request by the Customer that Air IT Group Limited carries out work outside of Business Hours may be refused by Air IT Group Limited, but if accepted such work will be charged to the Customer at Air IT Group Limited's prevailing out-of-hours rates for the applicable Leased Line and Telecommunications Services together with any other applicable third party charges.
- 2.17. Unless otherwise agreed in writing with Air IT Group Limited, the configuration of any Hardware, network or any other materials is the Customer's responsibility and Air IT Group Limited and/or any network provider shall have no liability in respect of the same or any preparatory work (unless otherwise agreed in writing) to make the same ready for the Leased Lines and Telecommunications Services. Any interruption or loss of the Leased Lines and Telecommunications Services resulting from such configuration shall not be regarded as an interruption or suspension or failure of the Leased Lines and Telecommunications Services and Air IT Group Limited shall have no liability to the Customer for the same.
- 2.18. The Customer acknowledges that Air IT Group Limited's obligations may be carried out by a sub-contractor or agent, but Air IT Group Limited shall remain responsible for all acts or omissions of the sub-contractor or agent.

### **3. Access and Hardware**

- 3.1. If Air IT Group Limited needs to install either Hardware or Line Rental Equipment (as defined below) at the Customer's sites to enable Air IT Group Limited to provide the Leased

Lines and Telecommunications Services (or any part thereof) the Customer will, prior to installation:

- a) grant or shall procure the grant to Air IT Group Limited and (as applicable) any of their employees, agents or sub-contractors such rights of access to each Customer site (or as applicable any third party premises) for the purpose of installation and use of Air IT Group Limited's equipment including any necessary licences, waivers or consents, to enable it to perform its obligations or exercise its rights under this Agreement;
  - b) advise Air IT Group Limited in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer's sites, and Air IT Group Limited shall use all reasonable endeavours to observe and ensure that its employees and authorised representatives observe such regulations and requirements as advised whilst at the Customer's site (or third party premises);
  - c) prepare the Customer's site (or third party premises) in accordance with Air IT Group Limited's instructions (if any) and in any event to ensure the health and safety of Air IT Group Limited's (or any network provider's) employees, agents or sub-contractors;
  - d) (unless otherwise agreed in writing with Air IT Group Limited) make available a suitable place and conditions and connection and power points required for the Hardware, Line Rental Equipment or any other materials supplied in accordance with Air IT Group Limited's instructions, if any;
  - e) provide, at no charge to Air IT Group Limited power connection points and sufficient electricity and any relevant environmental specifications as specified by Air IT Group Limited to power the Line Rental Equipment or any other Hardware supplied by Air IT Group Limited in respect of the provision of the Leased Line and Telecommunications Services;
  - f) (unless otherwise agreed in writing) remain responsible for the restoration of the condition of the Customer's site (or third party premises) including any re-decorating that may be required after installation or implementation work is completed; and
  - g) in relation to the Customer's site(s) and any third party premises or land in or on which the premises is situated, obtain all necessary consents, including for example, consents for any necessary alterations to buildings, permission to cross other people's land or permission to put Line Rental Equipment or any other Hardware supplied hereunder (including any ancillary infrastructure or equipment that may be necessary) on their property.
- 3.2. If the Customer fails to allow installation of the Line Rental Equipment and commencement of the Leased Lines and Telecommunications Services on any agreed installation date or Delivery Date (if specified on the Order), Air IT Group Limited may arrange storage of any of the Line Rental Equipment, Air IT Group Limited may arrange storage of the same at the risk and cost of the Customer and may also charge an abortive Customer site visit fee together with any other costs incurred by Air IT Group Limited in relation to the Customer's failure.
- 3.3. Should the Customer fail to perform any of its obligations under this Agreement (and in particular the provisions set out in this clause 3) then Air IT Group Limited shall not be responsible for any delay, cost increase or other consequences arising from such failure and the Customer shall reimburse Air IT Group Limited for any costs or expenses incurred due to such failure.

#### 4. Service Management

- 4.1. The Customer acknowledges and agrees that Air IT Group Limited may, at any time at its sole discretion, conduct a review of any Leased Line and Telecommunications Services then currently provided to the Customer to identify any significant changes required relating to the technology used to provide and maintain any Leased Line and Telecommunications Services to the Customer. Following this review Air IT Group Limited may withdraw, replace or amend one or more Leased Line and Telecommunications Services and adjust accordingly any Charges remaining payable in respect of the affected Leased Line and Telecommunications Services, without the Customer's consent.
- 4.2. Pursuant to clause 4.1, where a change to, or withdrawal of, a Leased Lines and Telecommunications Service arises:
  - a) solely due to Air IT Group Limited (or its licensor's) business requirements Air IT Group Limited will give at least 3 months' written notice to the Customer; or
  - b) as a result of changing arrangements with a third party or for legal or regulatory reasons, Daisy will give as much written notice to the Customer as is reasonably practicable in the circumstances.
- 4.3. Upon expiry of any such notice period set out in clause 4.2:
  - a) Air IT Group Limited will not accept any new orders for the relevant Leased Line and Telecommunications Services; and
  - b) at Air IT Group Limited's discretion:
  - c) any Orders which have not achieved a go live date will either be:
    - i. terminated by Air IT Group Limited; or
    - ii. allowed to progress through to completion; or
  - d) If Air IT Group Limited terminates an Order under clause 4.3(c)(i) the Customer will be offered a new service for acceptance.
- 4.4. Air IT Group Limited shall be entitled to make alterations to any of the Leased Line and Telecommunications Services (or their description) (including without limitation) reconfigurations and renumbers, withdrawal of features, introduction of features and which may include changes in the technical specification of the Leased Line and Telecommunications Services or particular components of the same including without limitation service or system upgrades and/or major changes to the telecommunications systems (or Line Rental Equipment or Hardware). Such alterations may result in disruption to the relevant Leased Line and Telecommunications Services and where such changes are within Air IT Group Limited's control and not a network service provider, Air IT Group Limited will use reasonable endeavours to minimise any disruption to the Customer, and where practicable, Air IT Group Limited will give the Customer prior notice of such alterations that Air IT Group Limited in its sole discretion believes is reasonable in the circumstances.
- 4.5. The Customer must report all faults to Air IT Group Limited as soon as reasonably practicable. If the fault is not attributable to the Line Rental Equipment, the Hardware or

the Leased Line and Telecommunications Services supplied by Air IT Group Limited or if the fault is attributable to damage, theft or removal of equipment occurring on the Customer's site(s) or any premises over which the same is supplied then Air IT Group Limited may charge the Customer for abortive site visits.

- 4.6. Save where a live line rental exists in relation to the applicable carrier line identity ("CLI"), Air IT Group Limited shall, on the Customer giving 30 days' written notice, be entitled to delete CLIs which have not been used to access Leased Lines Telecommunications Services or Line Rental Equipment for the previous 6 months.

## **5. Line Rental Equipment**

- 5.1. The Line Rental Equipment (as set out on the Order) remains the property of Air IT Group Limited at all times (or its suppliers) or where indicated unless otherwise stated or sold pursuant to the Hardware supply terms in Part B.
- 5.2. The Customer must not add to, modify, carry out any maintenance on or in any way interfere with the Line Rental Equipment nor allow anyone else to do so (other than someone authorised by Air IT Group Limited).
- 5.3. The Customer is solely responsible for all Line Rental Equipment used by the Customer and shall be liable to Air IT Group Limited for any loss of or damage to the Line Rental Equipment, except where such loss or damage is due to fair wear and tear or is caused by Air IT Group Limited, or anyone acting on Air IT Group Limited's behalf and shall remain liable for all Charges accrued during any period of loss, theft, damage or other inability to use the Line Rental Equipment.
- 5.4. Subject at all times to the limitations of liability in the MSA, the Customer shall be liable for any and all damage to Line Rental Equipment or network caused by:
  - a) any act or omission of the Customer or the Customer's breach of the terms of this Agreement; or
  - b) the malfunction or failure of any Line Rental Equipment or facility provided by the Customer, its agents, employees, or suppliers, including but not limited to any of the Customer's own equipment or that of its suppliers, nor shall Air IT Group Limited be liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including any of the Customer's equipment or those of its suppliers.
- 5.5. Any equipment (including the Customer's or its supplier's equipment) connected to or used with the Line Rental Equipment will comply with all applicable law and bear any legislative or regulatory markings required under applicable law and be maintained throughout the Term to these standards at the Customer's cost. The Customer shall ensure that all such equipment (including Customer's or its supplier's equipment) is technically compatible with the Leased Line and Telecommunications Services and specifically the Line Rental Equipment and used in compliance with all relevant instructions and safety and security procedures.

## **6. Service standards**

- 6.1. Air IT Group Limited shall:
  - a) perform its obligations in this Agreement with reasonable skill and care;

- b) keep complete and accurate records of call data (including any relevant Customer data) so as to ensure accurate billing; and
- c) operate a service desk for Customer faults and queries during Air IT Group Limited's normal business hours (in place from time to time).

## **7. Charges**

- 7.1. The Customer shall pay the Charges in accordance with this Order.
- 7.2. Air IT Group Limited reserves the right to pass on to the Customer on a costs-plus basis (adding 10%) any additional charges levied by external service providers to which the Leased Line and Telecommunications Services relates, to which is exposed as a result of the Customer's actions.
- 7.3. Air IT Group Limited shall, following the end of each calendar month on the date agreed from time to time, submit to the Customer one or more invoice(s) that shall itemise the Charges payable by the Customer.
- 7.4. Unless otherwise stated in the Order, the Customer shall pay all Charges and any other sums due from the Customer to Air IT Group Limited by direct debit (direct debit details are available on request) within 14 days of the invoice date, without set off or deduction in accordance with the MSA, save that on termination of this Agreement for any reason any Termination Fees (as stipulated if any in the Order) or unpaid (but properly invoiced) Charges shall be payable on demand unless such termination has arisen as a result of a default of Air IT Group Limited in which case the payments shall be made pursuant to the normal payment terms referred to in this clause.
- 7.5. Unless otherwise stipulated all Charges for the Leased Line and Telecommunications Services shall be based upon call and billing data recorded by Air IT Group Limited pursuant to these terms.
- 7.6. The Customer shall be liable for any charges (including without limitation any Early Termination Fee) made by third party suppliers for any transfer services or otherwise including where the Customer terminates an Order prior to the expiry of the Minimum Period.
- 7.7. In consideration of the provision by Air IT Group Limited of Leased Lines and Telecommunications Services, the Customer shall pay Air IT Group Limited on the basis of a rate per minute for all calls made or prospectively to be made by the Customer and/or its end users routed via the communications network or networks selected from time to time by Air IT Group Limited for the purposes of conveying calls. Calls shall be billed in one-second units. The individual calls are billed up to the nearest £0.0001 and total call charges rounded up to the nearest £0.0001.

## **8. Customer's obligations**

- 8.1. In addition to its obligations set out in the MSA and these terms, the Customer undertakes to Air IT Group Limited that throughout the Term of this Order it will (and procure that its customers, employees, agents and sub-contractors will):

- a) comply with all applicable statutory requirements, any published instructions and any safety or security procedures applicable to the use of Line Rental Equipment and the Leased Line and Telecommunications Services;
- b) not use the Line Rental Equipment or any other Hardware and the Leased Line and Telecommunications Services themselves for any purpose other than that for which they were designed or intended or specified in any materials or documentation supplied by Air IT Group Limited;
- c) not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees, agents or representatives of Air IT Group Limited), the systems and hardware to which the Leased Line and Telecommunications Services relate, or howsoever cause the quality of the Leased Line and Telecommunications Services to be materially impaired;
- d) not act in such a way as to cause a degradation of service to any of Air IT Group Limited's other customers. Customer shall notify Air IT Group Limited at least 5 Business Days before any significant increase in traffic across the communications network arising as a result of the use of Services by the Customer;
- e) not use the Leased Line and Telecommunications Services, or Line Rental Equipment:
  - i. for purposes other than the genuine making of legitimate business calls;
  - ii. to send or procure the sending of any unsolicited advertising or promotional material or multiple (SPAM) mail (other than for marketing purposes in the normal course of its business);
  - iii. for attempting illegitimately to access other services, accounts or systems (i.e., hacking);
  - iv. fraudulently or in connection with a criminal offence or for the purpose of sending or receiving any material which is illegal, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches any persons intellectual property rights or rights of privacy or is otherwise unlawful illegal or immoral;
  - v. in a manner which is likely to have a material adverse impact on other users' service performance, their use of the network or the network as a whole;
  - vi. to cause any attachments, other than those that meet the appropriate essential requirements of regulation 4 of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 (as amended from time to time) and any other requirements under the general conditions of entitlement set out by OFCOM, in accordance with section 45 of the Communications Act 2003 (as amended from time to time) (the "General Conditions") and all other applicable laws, to be connected to the Leased Line and Telecommunications Services. Air IT Group Limited is not under any obligation to connect or keep connected any end user apparatus or equipment if it does not so conform or if, in Air IT Group Limited's opinion, it is liable to cause death, personal injury or damage or to impair the quality of the Leased Line and Telecommunications Services;
  - vii. to contravene the General Conditions or any other relevant regulations or licences granted thereunder and otherwise not to contravene, and not by any act or

omission, cause Air IT Group Limited to contravene, any applicable laws or General Conditions; and

- viii. in a manner that could reasonably be believed to have a detrimental effect on Air IT Group Limited's, or any of its third party suppliers, brand or reputation;
- f) secure the network from external sources and safeguard the Line Rental Equipment and any other equipment which is proprietary to Air IT Group Limited or a network provider against the deployment of viruses, trojans and worms or other destructive devices and otherwise from any tangible or intangible damage or corruption;
- g) comply with any acceptable use policies and fair use policies from either Air IT Group Limited, a network provider or any other third party that are applicable or as notified to the Customer from time to time;
- h) supply such facilities and information to Air IT Group Limited, the network provider or other third parties and do such acts and things as Air IT Group Limited and the network provider may reasonably require to perform their obligations and exercise their respective rights under this Agreement;
- i) pay any standard charges levied by Air IT Group Limited from time to time applicable to repair work on Line Rental Equipment requested by the Customer or required to be undertaken to facilitate the provision of the Leased Line and Telecommunications Services to the Customer;
- j) co-operate fully with Air IT Group Limited and any network provider to enable the network provider to comply with any legislation which may be relevant in connection with the network;
- k) pay the cost of connection to the public switch telecommunications network and/or the provision of additional lines to the public telephone system;
- l) not reconfigure any Line Rental Equipment at any time without Air IT Group Limited's written consent;
- m) not undertake any activity that has the effect of disrupting the Line Rental Equipment or other services provided by Air IT Group Limited to the Customer or its other customers;
- n) only connect the Line Rental Equipment (or other Hardware supplied by Air IT Group Limited) to the network by using a main telephone socket or approved connection point. Where the Line Rental Equipment (or other Hardware supplied) is connected to the network other than in accordance with this clause, the line may be cut off immediately unless previously agreed in writing with Air;
- o) not use manual or electronic means to avoid any use limitations placed on a system, such as access or storage restrictions;
- p) not attempt to circumvent or alter any method of measuring or billing for the Leased Line and Telecommunications Services and not conduct any unauthorised monitoring of, or access to, or use of data, networks or systems, including any attempt to probe, scan or test the vulnerability of a network, and/or system or to breach security or authentication measures without proper authorisation;

- q) implement adequate control and security over the use of Leased Lines and Telecommunications Services provided to the end user including but not limited to the prevention of viruses, worms, trojan horses and/or any calls generated by rogue diallers or hackers or any other type of disruptive, destructive or nuisance programs;
  - r) to maintain up to date caller location information, the Customer will:
    - i. ensure that it provides an installation address recognised by Royal Mail for each CLI and shall ensure that such addresses are kept up to date and Air IT Group Limited is made aware of any changes to such addresses;
    - ii. respond within 1 Business Day to any request from Air IT Group Limited to correct a discrepancy in an end user's installation address as reported by the emergency services; and
    - iii. promptly cooperate with any audits conducted by Air IT Group Limited to ensure such compliance.
- 8.2. Where the Customer requests only the Telecommunications Services, the Customer confirms that it has a valid contract for the use of a suitable existing line which terminates on a network termination point or other similar service (as appropriate).
- 8.3. The Customer agrees that it is ordering and using the Leased Lines and Telecommunications Services and Line Rental Equipment solely for its and its employees own use and furthermore that it will not resell or otherwise act as any form of distributor in respect of the Leased Line and Telecommunications Services and/or Line Rental Equipment provided by Air IT Group Limited.
- 8.4. In the event that Line Rental Equipment is damaged, destroyed, lost or stolen then the Customer agrees to pay the applicable replacement or repair charges as set out from time to time and shall be liable to Air IT Group Limited in respect of any charges, losses or expenses associated with such damage, destruction, loss or theft.
- 8.5. The Customer must notify Air IT Group Limited 3 Business Days before a significant increase in its traffic across the Air IT Group Limited network which may arise as a result of the use of the Leased Line and Telecommunications Services by the Customer or its end users.
- 8.6. At all times during this Order, the Customer undertakes to:
- a) route calls by utilising third party telecommunications operator to collect the call from the Customer and/or end user and route onwards to the communications network selected by Air IT Group Limited, use (and procure the end user to use) alternative communications providers to carry calls without having to dial a prefix or install special equipment at their premises and a service allowing the Customer to offer their own-branded telephony services such as analogue and digital line rental products to end users via the communications network selected from time to time by Air IT Group Limited as notified to the Customer from the date of this Agreement;
- 8.7. Unauthorised usage
- a) Notwithstanding any other provision of this Agreement, the Customer shall be liable for all charges incurred for the use of the Leased Line, Telecommunications Services, irrespective of whether the services have been used by the end user, its employees,

agents or representatives or by any third party (including if unauthorised or fraudulently).

b) The Customer shall be responsible for:

- i. preventing unauthorised and fraudulent use of the Leased Line, Telecommunications Services;
- ii. maintaining the security of all systems, network elements and equipment within its (or its employees', agents' or contractors') and the end users' control.

8.8. The Customer shall inform Air IT Group Limited immediately if the Customer knows or suspects that a username or password has been disclosed to an unauthorised user, or is being used in an unauthorised way, or if there is any illegal, fraudulent or unauthorised use of the Leased Line, Telecommunications Services or Line Rental Equipment. The Customer will not change or attempt to change and shall ensure that its end users shall not change or attempt to change, a username without Air IT Group Limited's written consent; and call charges or other charges resulting from fraudulent and/or unauthorised use of the Leased Line, Telecommunications Services and Line Rental Equipment or any use of Leased Line, Telecommunications Services and Line Rental Equipment by any unauthorised third parties (who are not employees of Air IT Group Limited) and the Customer agrees to pay all additional charges related to such fraudulent and/or used by unauthorised third parties.

8.9. The Customer must notify Air IT Group Limited immediately of any illegal, fraudulent or unauthorised use of the Leased Line, Telecommunications Services. On receipt of such a notice, Air IT Group Limited shall use reasonable efforts to suspend or prevent such use.

8.10. Air IT Group Limited shall be entitled to suspend or terminate the provision of the Leased Lines, Telecommunications Services upon receiving notice from the Customer under clause 8.9. In the event of such suspension or termination, the Customer shall ensure that it has a form of access to the emergency services through a primary telephone line. Air IT Group Limited will lift its suspension or recommence its provision of the Leased Line, Telecommunications Services within a reasonable timescale after the Customer demonstrates to Air IT Group Limited's satisfaction that appropriate technical, organisational, security or other measures have been put in place to prevent any further unauthorised or fraudulent use of the Leased Line, Telecommunications Services.

8.11. Where Air IT Group Limited has the right to suspend or terminate under clause 8.10 and the conditions required to lift the suspension or recommence its provision of the Leased Line, Telecommunications Services under that clause have not been met within 30 days' of the date on which Air IT Group Limited has received the relevant notice under clause 8.9, Air IT Group Limited shall be entitled to terminate this Agreement and/or any Order immediately or on such other notice as Air IT Group Limited may consider appropriate.

## **9. Customer's indemnities**

9.1. The Customer will indemnify and keep Air IT Group Limited fully indemnified from and against any losses which Air IT Group Limited suffers or incurs (whether in contract, tort (including without limitation negligence), breach of statutory duty or otherwise) which arises from the Customer's failure to:

- a) identify and remove any incompatible service on a line identified by Air IT Group Limited or any third party operator as being incompatible with the provision of the Leased Line and Telecommunications Services to an end user;

- b) ensure that all calls (save for calls which must be made via any third party operator by law or regulation) which an end user makes on any line that is subject of a line rental shall be made using Air IT Group Limited's network;
- c) observe the rules and procedures established by Air IT Group Limited and published to its customers from time to time for the operation of the Leased Line and Telecommunications Services
- d) comply with its obligations under clauses 3.1(a), 3.1(b) and 8.

## 10. Termination and suspension

- 10.1. Without prejudice to any rights or remedies of Air IT Group Limited under this Agreement, Air IT Group Limited may terminate the Leased Line and Telecommunications Services and/or this Order in the event of any of the circumstances referred to in clause 13 of the MSA to the extent that such failure or circumstance applies to the Leased Line and Telecommunications Services.
- 10.2. The consequences of termination (as set out in clause 14 of the MSA) shall apply specifically to the Leased Line and Telecommunications Services where they are terminated independently of the Agreement as a whole.
- 10.3. In addition to the rights to suspend or terminate the Leased Line and Telecommunications Services under this Agreement as set out in the MSA and contained in clause 10, Air IT Group Limited may, from time to time and, without notice, suspend one or more of the Leased Line or Telecommunications Services (or any part thereof) if:
- a) the Customer allows to be done anything which may have the effect of jeopardising the operation of the Leased Line and Telecommunications Services which puts (or may in Air IT Group Limited's sole discretion put) Air IT Group Limited in breach of any contractual obligation it has to any third party (including a network operator or provider);
  - b) the Leased Line and Telecommunications Services are being used in a manner prejudicial to the interest of Air IT Group Limited and/or the network provider;
  - c) if Air IT Group Limited suspects fraudulent use of the Leased Line and Telecommunications Services or Line Rental Equipment (including any non-compliance with clause 8);
  - d) if Air IT Group Limited suspects there has been, or there is likely to be a breach of security;
  - e) there is any unusual or excessive usage of the Leased Line and Telecommunications Services;
  - f) Air IT Group Limited is instructed to do so by the Government or any other competent regulatory, administrative or judicial authority.
- 10.4. In addition, the Customer acknowledges and agrees that Air IT Group Limited or a network provider or operator may:
- a) occasionally, for operational reasons, introduce or withdraw features, introduce process changes, change the technical specification of the Leased Line and

Telecommunications Services (or any service on which the Leased Line and Telecommunications Services rely) or particular components of the Leased Line and Telecommunications Services (or any service on which the Leased Lines and Telecommunications Services rely) including without limitation service or system upgrades; and/or

- b) change the codes or the numbers allocated only in order to meet the national numbering requirements of OFCOM or such replacement body.

10.5. During any period of suspension or termination under this Agreement the Customer shall remain liable for all Charges levied in accordance with this Agreement.

10.6. Where one or more of the Leased Line and Telecommunications Services (or part of the Leased Line and Telecommunications Services) are terminated at any time after agreement of an Order by Air IT Group Limited to the expiry of the Minimum Period in respect of that particular Leased Line and Telecommunications Services, an early Termination Fee shall be payable. The Termination Fee in this instance shall be either as stipulated on the Order or (in the absence of the same) equal to:

- a) 100% (one hundred per cent) of the fixed Charges which remain payable by Customer for the unexpired portion of the Minimum Period in respect of that terminated Leased Lines and Telecommunications Services; and
- b) any termination charges or other costs or expenses incurred by Air IT Group Limited or its Affiliates for the termination of, or cancellation of, any services or equipment (or part thereof) provided to Air IT Group Limited in connection with the terminated Leased Lines and Telecommunications Services.

10.7. Upon termination of a Leased Line and Telecommunications Service, the Customer shall allow (or procure the appropriate permissions to allow) Air IT Group Limited (or its agents, sub-contractors or employees) access to each of the Customer's site(s) (or third party premises on or over which the Leased Line and Telecommunications Services are stored/supplied to remove the Line Rental Equipment (if any)). Should any construction or alteration to the Customer site (or third party premises) have occurred to facilitate any Leased Line and Telecommunications Services, Air IT Group Limited is not obliged to restore the Customer site (or third party premises) to the same physical state as it was in prior to the initial delivery of the respective Leased Line and Telecommunications Services.

10.8. Where one or more of the Leased Line and Telecommunications Services are suspended in accordance with the Agreement and subsequently reconnected the Customer may be liable for a reconnection fee.

## **11. Intellectual property**

11.1. The Customer has no title in the number allocated to the line(s) it rents from Air IT Group Limited. The number may not be sold. The number may not be transferred without Air IT Group Limited's written approval.

11.2. All samples, drawings, descriptive matter, specifications are issued or published for illustrative purposes only and they do not form part of the Agreement (unless otherwise specified by Air IT Group Limited).

## **12. General**

- 12.1. Air IT Group Limited's employees, contractors and agents are not authorised to make any contractually binding representations concerning the Leased Line and Telecommunications Services or Line Rental Equipment. In entering into the Agreement, the Customer acknowledges that it does not rely on, and waives any claim for breach of any such representations.
- 12.2. Any claim which either party may have against the other (whether in contract, tort (including without limitation negligence) or otherwise) arising out of or in connection with the Leased Lines and Telecommunications Services shall be treated as if it was made under the MSA and in particular all limits and exclusions of liability contained in the MSA shall apply to this Part E.

**AIR**  
IT GROUP