MANX TELECOM TRADING LIMITED
GENERAL TERMS AND CONDITIONS FOR BUSINESS

THE CUSTOMER'S ATTENTION IS DRAWN TO THE PROVISION OF CLAUSE 24.6

1. BACKGROUND & PRIORITY

1.1 These General Terms & Conditions together with each Order Form along with any relevant Services Descriptions or Equipment Descriptions entered into between Manx Telecom Trading Limited ("MT") and any of its customers (each a "Customer") shall provide the terms and conditions upon which MT shall delivery of services and/or provide equipment to such Customers.

1.2 In the event of any conflict or inconsistency between the provisions of any of the documents relevant to a particular service or piece of equipment, then the order of precedence of the documents shall be: (1) each Services Description relevant to a particular Service or each Equipment Description relevant to a particular piece of Equipment; (2) each Order Form relevant to a particular Service or piece of Equipment; (3) these General Terms & Conditions; (4) all other attachments to the relevant Services or Equipment Description; and (5) any other documents referred to in any of the documents mentioned above (each term as defined herein or in the relevant Order Form).

2. DEFINITIONS AND INTERPRETATION

2.1 **Definitions**

The following expressions shall have the meanings provided below and cognate expressions shall bear corresponding meanings herein and in any Order Form (as defined below):

"Applicable Data Protection Law" means the Data Protection Act 2002 and all regulations and data protection principles made thereunder, the European Union Data Protection Directive (95/46/EC) and all other applicable law or regulation relating to data protection as amended from time to time;

"Applicable Rate" means the base rate of interest quoted publicly from time to time by the Isle of Man Bank plus two per cent which for all purposes under these General Terms & Conditions shall be evidenced by a certificate signed by a manager of such bank whose appointment or designation it shall not be necessary to prove;

"Associated Company" means, in relation to either Party, any other company controlling, controlled by or under common Control (as defined below) with that Party;

"Cancellation Fees" means the fees that MT is charged (by any Third Party Telecommunications Suppliers or other third party supplier with which MT will have entered into agreements in order to enable MT to provide the Customer with any element of the Services) as a result of the early cancellation of any element of the Services by the Customer during the Minimum Period and/or any Equipment Cancellation Costs (as provided on the Equipment Description attached to a relevant Equipment Order Form) and **"Cancellation Fee"** shall mean either one of them;

"Change Management Procedure" means the change management procedure set out in Schedule 1 of these General Terms & Conditions;

"Confidential Information" means each Order Form, all financial, commercial, technical, operational, organisational, legal, management and other information, data and know-how relating, respectively, to the disclosing Party, including details of the disclosing Party's products, assets, networks and data-networks, stakeholders, customers, suppliers, and employees which may be supplied orally or in writing or in any other form by the disclosing Party;

"Control" means the power (directly or indirectly) whether by holding of securities, voting control, contract or otherwise, to appoint or remove a majority of the directors of a company and includes the power to appoint or remove a majority of the directors of a company if exercisable through any number of intermediate bodies corporate prior to its possible exercise over the company in question;

"Customer" means the customer as provided in more detail on the relevant Order Form;

"Customer Equipment" means all equipment, services and utilities (such as electricity) belonging to or to be supplied by the Customer that is required in addition to any Service Equipment in order to enable the Customer, its employees and/or its users to receive and/or use any of the Services, including any Equipment;

"Customer Information" means all data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise that is made available on any Customer website (directly or indirectly) or that any Customer employees and/or that any customers and/or that any users access by means of any of the Services;

"Customer Software" means the software supplied by the Customer to MT that is to be accessed in any way whatsoever by any party whatsoever by means of any element of the Services or that is to be stored on any Service Equipment;

"Data Centre" means the MT data centre building and facilities located at means Greenfield Road, Douglas, Isle of Man, IM2 6EE;

"Domain Name" means a name registered with an Internet registration authority for use as part of the Customer's URL;

"Equipment" means the equipment to be provided by MT to the Customer as described in more detail in the relevant Equipment Order Form;

"Equipment Description" means any equipment description that provides additional information on particular Equipment that is attached to the relevant Equipment Order Form;

"Equipment Order Form" means each equipment order form entered into by the Parties and these General Terms & Conditions that together provide the terms and conditions upon which MT will provide Equipment to the Customer, which shall include any Equipment Descriptions and any other documents attached thereto;

"Fault" means when either Party has reason to suspect that either the Services are not being delivered in accordance with accepted industry standards or the Equipment has developed a fault;

"Fault Reporting Telephone Number" means the following telephone number +44 (0) 1624 600151, which is the dedicated Customer fault reporting telephone number;

"Fault Reporting Procedure" means the provision by the Customer to MT of the Minimum Fault Reporting Information by means of telephone to the Fault Reporting Telephone Number or other more detailed reporting procedure that may be provided by a Services Description relevant to a particular Service;

"Fees List or Price List" means the from time to time fees that MT charges for the rental of the Service Equipment and the provision of the Services to the Customer a copy of which can be obtained from or inspected at MT's Main Office;

"Fees or Charges" means the fees as provided in more detail on each of the Services Order Forms and that are payable by the Customer to MT in consideration of the delivery of the Services in accordance with the terms hereof;

"General Terms & Conditions" means these general terms & conditions;

"Intellectual Property Rights" means any rights subsisting in any patent, petty patent, trade mark, service mark, design right, registered or unregistered design including any applications for the foregoing, present and future copyrights, moral rights, databases, know-how and other trade secret rights, rights of confidence, trade or business names and other industrial or intellectual property rights subsisting anywhere in the world;

"Internet" means the global data network comprising interconnected networks using Internet Protocol;

"IP address" means the unique string of numbers that identifies an address on the Internet;

"Law of Incorporation" means the law of incorporation of the Customer as provided in the definition of the Customer on the relevant Order Form;

"Location" means either any MT data centre on the Isle of Man from which MT delivers any element of the Services or any building or other physical location anywhere in the world at which the Customer receives any element of the Services;

"Minimum Period" means a period of twelve (12) months from the Service Commencement Date or such longer period as may be specified on a Services Order Form;

"Minimum Fault Reporting Information" means the minimum amount of information that should be provided to MT by the Customer when making a Fault Report, which includes:

- the name, telephone number and email of the person reporting the fault;

- all relevant circuit reference numbers;
- the physical location of the fault;
- the number of users known to be affected by the Fault; and
- any other details that may be relevant to diagnosis of the Fault (including, but not limited to all MT services at the site, any symptoms, events or actions leading up to the Fault, any tests carried out in attempting to identify the cause of the Fault, or any environmental conditions that may be causing the Fault);

"MT" means Manx Telecom Trading Limited;

"MT's Main Office" means Manx Telecom Trading HQ, Cooil Road, Braddan, Isle of Man, IM2 2QZ;

"Normal working hours" means from 08:00 hours until 18:00 hours (UK time), Monday to Friday, excluding UK and Isle of Man national holidays and from 09:00 hours until 17:15 hours on Saturday;

"Notice of Termination" shall take the meaning provided in Clause 26.2;

"Order Form" means each Services Order Form and each Equipment Order Form entered into by the Customer and MT (as the case may be);

"Parties" means MT and the Customer, and a Party shall mean either of them;

"Personal Data" means information defined as such in the Data Protection Act 2002 and all regulations and data protection principles made thereunder, the European Union Data Protection Directive (95/46/EC) or information treated as personal data under any other law or regulation applicable to the information;

"Prices" means the prices (that are provided in more detail on each Equipment Order Form) payable by the Customer to MT for the Equipment in accordance with the terms hereof;

"Service Centre" means the MT service centre at MT's Main Office;

"Service Commencement Date" means the date that MT is to commence providing the Services to the Customer, which shall either be the date of the relevant Services Order Form, or any other date that both MT and the Customer may mutually agree in writing;

"Service Equipment" means all equipment hired from MT by the Customer or otherwise provided to the Customer by MT, including, without limitation, any telephone (including the SIM Card), pager, multiplexer, Telecommunication Apparatus, communication channel owned, provided or controlled by MT or a third party supplier and any other equipment necessary to enable the Services to be delivered to the Customer;

"Services" means the services as provided in more detail in each of the Services Order Forms that are to be delivered to the Customer by MT in accordance with the terms hereof;

"Services Description" means any services description that provides information on a particular Service or Services which is attached to any Services Order Form;

"Services Order Form" means each services order form entered into by the Parties and these General Terms & Conditions that together provide the terms and conditions upon which MT will provide the Services to the Customer, which shall include any Services Descriptions and any other documents attached thereto**;**

"Taxes" means all taxes, fees, levies, duties, charges or withholdings of any nature (including, without limitation, gross receipts taxes, ad valorem taxes, sales and use taxes and property taxes and franchise, license and permit fees), together with any penalties, fines, or interest thereon arising out of the delivery of the Services and/or the Equipment under any Order Form and/or imposed upon either Party hereto by any federal, state or local government or other public taxing authority of any country; for the avoidance of doubt this definition shall not include MT's taxes based solely on gross or net profits or sales-based taxes that are properly charged to MT under relevant local law;

"Telecommunication Apparatus" has the same meaning as in Paragraph 1(1) of the Telecommunications Code contained in Schedule 1 of the Telecommunications Act 1984;

"Term" shall mean the term during which the Services are to be delivered, which shall take the meaning provided in clause 26.1 below;

"Third Party Information" means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, that is published or otherwise made available on any Customer website and/or that the Customer's employees and/or the Customer's user access by means of any of the Services or that is stored on any Service Equipment;

"Third Party Telecommunication Supplier" means a third party supplier of telecommunications bandwidth and/or leased line connectivity to MT or an Associated Company of MT;

"US Remote Gambling Legislation" means federal and state legislation in force in the United States of America prohibiting the acceptance of payment for illegal remote gambling, the operation and offering of illegal remote sports betting, casino style games or other games of chance or the aiding and abetting of any offences relating to remote betting and gambling, including but not limited to the US Unlawful Internet Gambling Enforcement Act 2006;

"URL" means a uniform resource locator, which is the full address for any page on the world-wide web; and

"Use Policy" means the MT Use Policy that is provided in more detail in Schedule 2.

2.2 **Interpretation**

These General Terms & Conditions shall be interpreted according to the following provisions, unless the context requires a different meaning:

(a) The clause headings in these General Terms & Conditions are for reference purposes only and shall not be used in the interpretation thereof.

(b) Expressions which denote any reference to one gender shall include the other and any reference to the singular includes the plural and vice versa.

(c) References to a "**person**" shall be construed as including references to an individual, firm, company, corporation, partnership, association, unincorporated body of persons, trust, a state or any governmental authority or any other entity whether acting in an individual, financing or other capacity and to such person's permitted successors.

(d) References to a "**business day**" shall mean any day which is not a Saturday or a Sunday or any public holiday or bank holiday recognised in the Isle of Man.

(e) References to Clause(s) or Schedule(s) shall refer to Clauses or Schedules of and to these General Terms & Conditions.

(f) All references to these General Terms & Conditions shall include references to all Schedules to these General Terms & Conditions which Schedules shall form an integral part of these General Terms & Conditions.

(g) An expression defined in these General Terms & Conditions shall bear the same meaning when used in each Order Form unless expressly provided for otherwise therein.

2.3 In each Order Form, any undertaking by either Party thereto not to do any act or thing shall be deemed to include an undertaking by such party not to permit or suffer the doing of that act or thing.

2.4 Each of the Parties entering any Order Form does so for itself and as agent for its Associated Companies, which hold the appropriate licence or authorisation or have made the required registration in accordance with the applicable requirements in all jurisdictions that may be relevant to the services provided by such Party under any of the Order Forms.

2.5 In any Order Form, the terms "**Customer**" and "**MT**" shall include their respective successors and permitted assigns.

3. APPLICATION OF TERMS

3.1 Subject to any variation under Clause 3.3, the Services or Equipment shall be provided to the Customer by MT on the terms and conditions provided by the relevant Order Form to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

3.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall modify any Order Form simply as a result of such document being referred to or

included in the ordering and delivery of any Services or Equipment.

3.3 A specific Order Form will apply to all of MT´s sales and any variation (that has complied with the Change Management Procedure) to the conditions provided therein and any representations about the relevant Services or Equipment listed therein shall have no effect unless expressly agreed in writing and signed by an authorised signatory of MT. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of MT which is not set out in the relevant Order Form. Nothing in this condition shall exclude or limit MT's liability for fraudulent misrepresentation.

3.4 Each order or acceptance of a quotation for Services or Equipment by the Customer from MT shall be deemed to be an offer by the Customer to buy Services and/or Equipment from MT subject to the relevant Order Form.

3.5 No order placed by the Customer shall be deemed to be accepted by MT until a written acknowledgement of order is issued by MT or (if earlier) MT commences delivery of the Services or delivers the Equipment to the Customer.

3.6 The Customer shall ensure that each Order Form and any applicable specifications are complete and accurate.

3.7 Any MT quotation is provided to the Customer on the basis that no binding agreement shall come into existence until both the Customer and MT execute an Order Form or MT commences delivery of the Services to the Customer. Any quotation is valid for a period of thirty (30) days only from its date, provided that MT has not previously withdrawn it.

3.8 MT may cancel any Order Form, providing ten (10) days notice to the Customer of its intention to do so, if a delivery date is not confirmed by the Customer within three (3) months or order placement.

3.9 MT's Fees or Charges are dependent on the service(s) or equipment selected by the Customer. Certain terms, conditions and exclusions may apply to particular services or equipment and these details are included on MT's Fees List or Price List which form part of these General Terms.

4. SERVICES

4.1 MT shall make the Services (detailed in each Services Order Form) available to the Customer from the Service Commencement Date until the expiration of the Term, subject to termination and suspension rights as set forth in these General Terms & Conditions.

4.2 Throughout the duration of a relevant Services Order Form, MT shall make the Services available to the Customer with the reasonable skill and care of a competent telecommunications service provider and in accordance with relevant service levels (if provided).

4.3 MT will use reasonable endeavours to provide the Services by the date and time agreed with the Customer but all dates and times are estimates and the Parties agree that MT will have no liability for any failure to meet any date or time.

4.4 As MT does not undertake to provide fault free Services, MT will endeavour to repair any faults in the Services that are reported to Service Centre in accordance with the Fault Reporting Procedure.

4.5 If either Party detects that a Fault has occurred or is occurring or reasonably believes that a Fault may occur at some point in the future, then:

(a) the Customer must report such detection by telephone to the Fault Reporting Telephone Number in accordance with the Fault Reporting Procedure; and

(b) MT will contact the Customer regarding such detection and will notify the Customer's named contact by telephone and provide an estimated time of resumption of the Services impacted by Fault. (each a "**Fault Report"**).

4.6 If MT is required to provide any Services wholly or in part, by non-standard means in order to meet the Customer's requirements, then:

(a) MT will inform the Customer in writing of the proposed additional Fees that such non-standard delivery of the Services will incur; and

(b) MT's standard service level agreements (if any) for the delivery of such Services will not apply to such non-standard delivery of such Services.

5. SERVICE LEVELS

Where relevant, Services Descriptions attached to each of the Services Order Forms will define the qualitative and quantitative service levels to which MT is required to deliver each of the Services.

6. EQUIPMENT

MT shall provide the Equipment (detailed in each Equipment Order Form) to the Customer in accordance with the terms thereof.

7. CUSTOMER'S OBLIGATIONS

7.1 In consideration of the provision of:

(a) the Services to the Customer by MT, the Customer shall pay MT the Fees in accordance with the terms of the relevant Services Order Form; and/or

(b) the Equipment to the Customer by MT, the Customer shall pay MT the Prices in accordance with the terms of the relevant Equipment Order Form.

7.2 The Customer undertakes:

(a) to use all Service Equipment in accordance with MT's from time to time instructions and/or in accordance with any accompanying user guide;

(b) not to use any Service Equipment otherwise than in connection with the Services;

(c) not to place or use anything in such a way or position in relation to the wireless telegraphy link that is capable of transmitting or receiving any message or communication to or from the cellular radio exchange nor allow any other person so to do except in accordance with the appropriate terms and conditions for attachment of any Service Equipment or Customer Equipment to MT's networks;

(d) to take adequate precautions to prevent damage to or theft of any Service Equipment;

(e) to be solely responsible for all Service Equipment (including insurance) and to remain liable for all Fees incurred as shown on the relevant Services Order Form, including those Fees that may arise during any period of damage, theft or loss etc., in respect of any Service Equipment;

(f) not to sell, charge, hire or part with possession of any Service Equipment;

(g) not to assign the benefit of any Services to any third party or permit any third party to use the Services;

(h) to return any Service Equipment to MT for maintenance, upgrade, repair or replacement (if MT so requests);

(i) not to carry out, or try to carry out, any repairs or alterations to the Service Equipment;

(j) to be responsible for all damages and expenses that may arise from any breach of the terms of Clause 7.2(i) that result either directly or indirectly from the Customer's acts or omissions;

(k) to inform MT immediately on the Fault Report Telephone Number, or as advised by MT from time to time, if any Service Equipment is lost, stolen or likely to be used in an unauthorised manner;

(l) to promptly advise MT, but in any event within 7 days, in writing of any change of the Customer's address or bank details;

(m) to ensure that any use of any Service Equipment and/or Customer Equipment complies fully with MT's Use Policy;

(n) to pay all commercially reasonable, additional fees that MT may charge at any time in relation to (but not limited to) the matters provided below and otherwise referred to herein:
   (i) if MT responds to a Fault Report, but no Fault is found or the Fault reported is not one covered by the scope of any Services or the Fault is on equipment that is not the subject of such Services; and/or
   (ii) if MT's delivery of the Services is made more difficult or costly by the Customer's breach of any of its obligations under the Services Order Form; and/or
   (iii) where MT is unable to get access to any Service Equipment and/or Customer Equipment in order to diagnose any Fault within a reasonable period; and/or
   (iv) where MT works at the Customer's request outside normal working hours; and/or
   (v) all installation fees, reconnection fees, other connection fees, and other single payment fees; and

(o) to ensure that all Customer Equipment is submitted to MT's Equipment Inspection/Testing Services prior to connecting such equipment to any MT telecommunication systems or any MT services.

7.3 The Customer acknowledges and accepts that:

(a) all Service Equipment shall at all times remain the property of MT;

(b) if any Service Equipment is lost, stolen, damaged or destroyed, then the Customer will be liable to MT for any and all loss and/or damage that MT incurs;

(c) the Customer will remain liable for any and all Fees or other charges incurred as a result of unauthorised use of any Service Equipment and any Service or the information contained within any Service Equipment, until such time that:
   (i) the Customer has notified MT in accordance with Clause 7.2(k) that such Service Equipment has been lost or stolen; and
   (ii) MT has suspended the Services to such Service Equipment following the Customer's notification;

(d) the Customer shall be solely responsible (and shall bear all cost and expense) relating to the provision of:
   (i) all Customer Equipment and other facilities necessary to access and use the Services; and
   (ii) the replacement of batteries or other consumables in any Service Equipment;

(e) that the Services may be impaired by topographical, atmospheric or other such conditions or circumstances which are beyond MT's control and the Customer hereby accepts and waives any rights in relation to any consequent reduction in the quality or availability of Services that arises from such impairment;

(f) MT may change the technical specification of any of the Services from time to time, provided that any change to the technical specification does not materially affect the performance of the Services;

(g) the Services are not available in all parts of the Isle of Man or the UK or other countries.

8. PAYMENT & TAXES

8.1 All sums payable under any Order Form are exclusive of any Value Added Tax ("**VAT**") or other taxes or duties levied on such sums and, subject to receipt of a valid VAT invoice, the Customer undertakes to pay and indemnify MT in respect of any such VAT or other tax or duty properly chargeable to the Customer by MT.

8.2 Each Equipment price shall be exclusive of all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Equipment.

8.3 MT will issue invoices to the Customer, and the Customer will pay the sums due, in accordance with the terms of any relevant Order Form.

8.4 Unless otherwise set out in an Order Form or in the terms of payment of a specific invoice, all invoices shall be payable within thirty (30) days of receipt.

8.5 MT may claim interest on any amount overdue at the Applicable Rate from the due date until date of payment, both days inclusive, which interest shall be equal to the Applicable Rate and calculated on a daily basis.

8.6 The Customer's use of the Services shall be calculated by applying the Fees List to the Customer's record of usage of the Services that has been made by or on behalf of the Customer, where:

(a) the fees for voice calls will be based on the duration of each call, which shall commence when the call is answered or when a recorded service is accessed; and

(b) the fees for data services will be based on all data transmitted or received by the Customer and will include any resent data and such data that is added to control the flow of data across any MT network.

8.7 When MT issues a new Fees List, MT will publish such new fee rates on the MT website (including the operative date) as soon as possible and in any event not less than fourteen (14) days before the change is due to take effect.

8.8 The Customer shall be independently responsible for directly paying all Taxes that may arise in respect of any Services and/or Equipment. The Parties agree that they will co-operate with each other and co-ordinate their mutual efforts concerning audits, or other such inquiries, filings, reports, etc., as may relate solely to the activities or transactions arising from or under any Order Form, which may be required or initiated from or by any duly authorised governmental tax authority.

8.9 The Customer shall indemnify MT on demand against and in respect of all and any taxes and duties of any kind and of any jurisdiction for which MT may be liable or held to be liable by reference to or in connection with the Customer's use of the Services or MT's delivery of any Services and/or Equipment to the Customer.

8.10 Requests for invoice adjustments must be submitted to MT in writing within twenty five (25) days from receipt of an invoice by the Customer. Any disputed amounts which are determined by MT to be in error or not in compliance with the relevant Order Form shall be adjusted appropriately. Any disputed amounts which are reasonably deemed by MT to be correct as invoiced shall remain due and payable by the Customer along with any accrued late payment charges which MT may impose pursuant to Clause 8.5, however, such late payment charges will not be payable by the Customer if the Customer's dispute is upheld. In either event, MT shall notify the Customer of its determination. The Customer may not delay payment to MT of any amounts not disputed in good faith.

8.11 Payment of all sums due under each Order Form shall be made by wire, BACS, cheque or such other method as MT may reasonably specify from time to time, and payment of all such sums shall be made in full (without any set-off, deduction or withholding whatsoever).

8.12 If the Customer is required by law to make any deduction or withholding from any payment due under any Order Form, then, notwithstanding any indication to the contrary in the relevant Order Form, the gross amount payable by the Customer will be increased so that, after any such deduction or withholding for any Taxes, the net amount received by MT will not be less than the amount that MT would have received had such deduction or withholding not been required.

8.13 The Customer acknowledges that the Customer may be subject to MT's credit vetting procedures and that MT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills as provided in this Clause 8.

8.14 MT may, from time to time, either before or after the Service Commencement Date and on more than one occasion, require the Customer to deposit funds with MT (in such amount as MT thinks

fit), by way of security for the payment of any charges payable or to become payable by the Customer.

8.15 If the Customer provides MT with a deposit in accordance with Clause 8.13, then MT reserves the right to:
(a) retain the deposit until the Customer has discharged all liabilities due to MT; and
(b) appropriate such deposit or any part of it in settlement of any sums due to MT by the Customer.

8.16 In addition to, or instead of, requiring the Customer to pay a deposit in accordance with Clause 8.14, MT may require the Customer to make an advance payment prior to the Service Commencement Date of an amount not exceeding a year's Fees, such advance payment shall be credited to the Customer's account and applied to settle all Fees that the Customer subsequently incurs in using the Services during the course of the year.

8.17 In addition to, or instead of, any other provision under this Clause 8, MT reserves the right to apply a fee cap upon the Customer's use of the Services, so that if the Customer's usage of the Services results in the Fees exceeding such fee cap, then MT reserves the right to suspend the Customer's access to each and/or all of the Services, in whole or part.

8.18 The Customer hereby agrees that in any proceedings between MT and the Customer, a certificate from MT that Fees comprising a specified sum is due to MT from the Customer for Services provided by MT under any relevant Services Order Form shall, in the absence of manifest error, be conclusive evidence of that fact.

9. PARTY REPRESENTATIVES

Throughout the term of each Order Form, the Parties shall each nominate and maintain a representative, as the single point of contact between the Parties, to regulate and control the implementation and performance of the Services under each Services Order Form. Such a representative may be changed by the Party appointing him or her by giving written notice to the other Party. The representatives shall meet as regularly as may be agreed between the Parties.

10. SUB-CONTRACTORS & ASSIGNMENT

10.1 MT may sub-contract the whole or part of its obligations in respect of the provision of any Services and/or any Equipment to a third party in accordance with the terms of this Clause 10.

10.2 MT shall procure that all sub-contractors appointed pursuant to this Clause 10 undertake in writing to comply, and do comply, with the provisions of the relevant Order Form and undertake in writing to carry out their duties with the same level of care and skill as MT. Notwithstanding the appointment of any sub-contractor, MT shall remain liable to the Customer for all acts or omissions of or loss directly or indirectly caused by any appointed sub-contractor as if such acts or omissions were those of or such loss was caused by MT.

10.3 MT shall ensure that all sub-contractors are subject to the same duties of confidence in respect of all of the Customer's Confidential Information and Intellectual Property Rights as MT is under the relevant Order Form, and no such Confidential Information or Intellectual Property Rights may be disclosed to such sub-contractors until they have agreed in writing to adhere to such duties. MT shall be liable for any breach of confidentiality by its sub-contractors.

10.4 Subject to Clause 10.5, neither Party shall assign or delegate all or any of its rights and obligations under the relevant Order Form without the other Party's prior written consent, such consent not to be unreasonably withheld. This Clause 10.4 shall not preclude MT from assigning the right to receive monies hereunder.

10.5 Either Party shall have the right to assign or transfer all or any of its rights and obligations under any Order Form to an Associated Company.

11. PERSONNEL

11.1 Both Parties shall afford to the authorised personnel of the other Party or its permitted sub-contractors access to any Location within normal business hours (or such other time as may be agreed between the Parties) and shall provide adequate free working space and such other facilities as may be necessary for the supply or delivery or receipt of any Services and/or Equipment.

11.2 When performing any tasks relating to an Order Form, both Parties shall take reasonable care to ensure that any interference with the operations of the other Party are minimised.

11.3 Both Parties agree to comply with the other Party's health and safety policy, computer security policy and any other policy (where such policies are notified to the other Party) and reasonable direction of the other Party in relation to the security of each Party's personnel, computer and communications system and premises.

11.4 Each Party, acting reasonably, reserves the right to refuse to admit to any Location any person employed or engaged by the other Party, and within five (5) business days following such a refusal, the refusing Party will inform the other Party in writing its reasons for taking such action.

11.5 If and when directed by the other Party from time to time, each Party shall provide a list of the names of all persons who it is expected may require admission in connection with the performance of any Services and/or delivery of any Equipment to any Location, specifying the capacities in which they are concerned with the Services and/or the Equipment and giving such other particulars as the other Party may reasonably require.

11.6 Without prejudice to the provisions of Clause 11.4, failure by a Party to comply with Clause 11.5 within a reasonable time of being directed so to do by the other Party will entitle the other Party to refuse admission to any Location to any person who has not been notified to the other Party in accordance with the provisions of Clause 11.5.

11.7 For the avoidance of doubt, each Party shall be responsible for ensuring that its personnel or sub-contractors involved in carrying out any of the services on the Isle of Man hold a valid Isle of Man work permit (unless such personnel or sub-contractors are exempt from requiring such a work permit under the Employment Act 1991 (as amended) and the Employment Regulations 1993).

12. SYSTEM ACCESS & SECURITY

12.1 If, pursuant to or in consequence of the performance of its obligations under any Order Form either Party gains access to any computer or telecommunications system of the other Party including (without limitation) any software, hardware or firmware, whether directly or remotely ("**System Access**"):
(a) all System Access shall be strictly limited to that part of the computer system, software, hardware or firmware, (as the case may be) as is required for such performance;
(b) neither Party shall have System Access to any database or file of the other Party without the express written consent of the other Party, such consent to be obtained prior to such System Access;
(c) each Party shall comply with all standard security, audit and other procedures and requirements of the other Party notified to it from time to time by the other Party in relation to System Access; and
(d) all information of each Party obtained from time to time by the other Party in consequence of System Access is deemed to be the Party's Confidential Information and the other Party shall comply with the provisions of Clause 19 in relation thereto.

12.2 The Customer is responsible for the security and proper use of all computer identification numbers ("**User Name**") and passwords

allocated by MT (if any) to the Customer's employees and/or users and security checkwords which are used in connection with the technical support and/or maintenance of any Services and/or the installation of any Equipment (including changing such User Names, passwords and security checkwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

12.3 The Customer must immediately inform MT if there is any reason to believe that any User Name or password allocated by MT or checkword, has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.

12.4 If a Customer employee forgets or loses a password or User Name allocated by MT, then the Customer must contact MT and satisfy such security checks as MT may operate. The Customer may change a User Name or password allocated by MT by contacting MT and satisfying such security checks as MT may operate.

12.5 MT reserves the right to suspend User Name and password access to the Services if at any time MT considers that there is or is likely to be a breach of security and will notify the Customer as soon as possible after it has done so.

12.6 MT reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords allocated by MT and used by the Customer in connection with the Services.

12.7 The Customer must, as soon as reasonably practicable, inform MT of any changes to any information provided to MT with regard to this Clause 12 or otherwise that may impact upon MT's security procedures.

12.8 For the avoidance of doubt, if an officer (or other representative) of the Isle of Man court (a "**Coroner**") attends a MT Location and demands entry to the MT Location in order to discharge a court order or other decision of the Isle of Man court (a "**Court Order**") against the Customer and/or the Customer's property and/or the Customer's equipment located at such MT Location, then MT will immediately comply with the demands of the Coroner including (but not limited to) permitting the Coroner to enter the MT Location to discharge the Court Order in the manner determined solely by the Coroner.

13. TRADEMARKS and TRADE NAMES

Neither Party may use the names, service marks, trademarks, logos or other corporate identifications of the other Party, without the prior consent of the other Party.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 Intellectual Property Rights shall remain the property of the party devising, creating, first recording or owning the same and nothing in any Order Form shall be deemed to confer any assignment, right, title or licence of the Intellectual Property Rights of one party to another party and nothing in any Order Form shall be deemed to restrict the rights of any party to own, use, enjoy, licence, assign or transfer its own Intellectual Property Rights.

14.2 As between the Customer and MT, all Intellectual Property Rights and all other rights in the Services and Equipment shall be owned by MT to the extent that they are not already owned by a third party. Subject to Clause 14.3, MT licenses all such rights to the Customer free of charge and on a non-exclusive basis to such extent as is necessary to enable the Customer to make reasonable use of the Services. When the relevant Order Form terminates, then such licence will automatically terminate.

14.3 The Customer acknowledges that, where MT does not own any relevant Intellectual Property Rights or other rights to relevant materials, the Customer's use of such Intellectual Property Rights or rights in such materials is conditional on MT obtaining, and maintaining, a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle MT to license such rights to the Customer.

14.4 Nothing contained in any Order Form shall restrict MT's use of configurations, ideas, concepts, know-how, methods or techniques developed in relation to any services or otherwise.

14.5 For the avoidance of doubt, MT will have no obligation to develop for or license to the Customer any bespoke software and if MT recommends any third party software to the Customer, then it will be the responsibility of the Customer to secure relevant usage or license rights from such third party providers regarding such software.

14.6 The Customer acknowledges that the deployment of any Service Equipment for the Customer's use does not constitute a grant to the Customer of any right, title or interest in such Service Equipment.

14.7 The Customer agrees to comply with the terms reasonably required by the owner of any intellectual property rights in any Service Equipment relating to the protection of those rights.

15. USE OF THE SERVICES

15.1 The Customer is responsible for the acts and omissions of any of its customers and/or any users in connection with any of the Services and is liable for any failure by any of its customers and/or user to perform or observe the terms and conditions of each Order Form.

15.2 If the provision by MT of any Services are adversely affected by the Customer's acts or omissions, then MT shall not be held to be in breach of any obligation under the relevant Services Order Form to the extent that the Customer's acts or omissions directly affects the performance of such obligation;

15.3 The Customer shall take commercially reasonable precautions to prevent any use of any Services by the Customer's employees, agents or representatives and/or its customers and/or any user that could be:

(a) in breach of any law, regulation or treaty applicable to either Party; or
(b) in breach of the registered intellectual property rights of any third party; or
(c) for any improper or unlawful purpose; or
(d) in breach of any US Remote Gambling Legislation; or
(e) in breach of MT's Use Policy.

15.4 If the Customer or any other party, with or without the Customer's knowledge or approval, uses:

(a) any Services in breach of Clauses 15.3(a) or 15.3(b) or 15.3(c) or 15.3(d); or
(b) the Services in any way which, in MT's opinion acting reasonably, is, or is likely to be, detrimental to the provision of the Services to the Customer or any other MT customer and fails to take corrective action within a reasonable period of receiving written notice from MT, then MT may treat any such breach as a material breach of the relevant Order Forms which cannot be remedied for the purposes of Clause 25.3(b).

15.5 If the Customer or any other party, with or without the Customer's knowledge or approval, uses any Service in breach of Clause 15.3(d), then MT shall treat such breach in accordance with the Use Policy.

15.6 The Customer must ensure that all of the Customer Equipment is connected, used and dealt with in accordance with all applicable manufacturer's and distributor's instructions and in accordance with best IT industry safety standards.

15.7 The Customer must ensure that all of the Customer Equipment is technically and physically compatible with each of the Services and that it will comply with all relevant legislation, regulatory and

industry standards and any licence requirements, as amended from time to time.

15.8 The Customer undertakes to use each of the Services in a manner which does not interfere with the operations of any other MT services or operations or the use thereof by any other customer of MT.

15.9 To enable MT to independently confirm that the use of the Services by the Customer and/or its customer and/or users is in compliance with all relevant laws (including but not limited to all US Remote Gambling Legislation), the Customer hereby irrevocably:

(a) authorises MT (or its professional advisors) to review (at any time without the need to provide the Customer with any notice) all records and/or other information that the Customer holds regarding:

(i) its customers and/or users; and

(ii) the provision of the Services to its customers and/or users;

(c) undertakes to keep and maintain, until six years after the termination of expiry of each relevant Order Form, full and accurate records of all customers and/or users that utilise the Services and the Customer shall, on request, afford MT (or its professional advisors) immediate access to those records.

15.10 If the Customer does not comply with its obligations under Clause 15.9 or if any acts or omissions of the Customer prevent MT from being able to determine whether the use of its Services by the Customer and/or its customers and/or users is in compliance with all relevant laws (including but not limited to all US Remote Gambling Legislation), then MT may treat any such act or omission as a material breach of the relevant Order Form between which cannot be remedied for the purposes of Clause 25.3(b).

16. INFORMATION & DOMAIN NAME

16.1 The Customer will promptly provide to MT (without charge) all commercially reasonable information and co-operation which MT or an Associated Company or any Third Party Telecommunications Supplier may reasonably require from time to time to enable MT to proceed uninterruptedly with the performance of its obligations under any Services Description and/or the associated Services Order Form and any other agreements that MT have entered into with any Third Party Telecommunications Suppliers.

16.2 In order for MT or any Third Party Telecommunications Supplier to investigate abuse of any element of the Services, the Customer will co-operate in allowing MT to examine, at reasonable times and location, any records (subject to Applicable Data Protection Law) relevant to the use of any element of the Services or the equipment connected to it which are reasonably required for such investigation.

16.3 The Customer warrants that it is the owner of, or that it is duly authorised by the owner of, any trademark or name that it wishes to use as its Domain Name and use as part of a URL. In addition, the Customer must not use a Domain Name or URL which infringes the rights of any person in a corresponding trademark or name.

16.4 Where MT offers to undertake Domain Name and URL registration on behalf of the Customer, the Customer will reimburse MT for any registration fees and rental fees paid by MT to the Internet registration authorities.

16.5 If MT provides the services listed in Clause 16.4, then MT reserves the right to require the Customer to select a replacement Domain Name or URL and may either refuse to provide or may not make any element of the Services available if, in MT's reasonable opinion, there are reasonable grounds for MT to believe that the Domain Name or URL is, or is likely to be, offensive, abusive, defamatory or obscene or in breach of the provisions of Clause 16.3.

17. IP ADDRESSES & NUMBERS

17.1 Where IP addresses are allocated to the Customer, these are for use in connection only with the Services and all rights in those IP addresses, including the right to change such IP addresses, belong to MT. The Customer does not own such IP addresses and cannot sell them or agree to transfer them to anyone else and must not try to do so. When the Services provided by MT to the Customer no longer include the Internet Connectivity Services, then the Customer's right to use the IP addresses will end and MT will be free to allocate them to another customer.

17.2 If the Customer does not use any contiguous IP address ranges for a period of one hundred and ninety (190) days, then MT reserves the right to re-assign such IP addresses to another customer after giving the Customer thirty (30) days written notice.

17.3 Both Parties undertake to comply with all instructions or directives issued by Réseaux IP Européens ("**RIPE**") with regard to any IP addresses allocated by MT to the Customer or relevant in any way to the Services.

17.4 If telephone numbers and/or pager numbers and/or telex addresses and/or code numbers and other numbers or names are allocated to the Customer by MT in connection with the Service (the **"Numbers"**), then:

(a) these Numbers are for use in connection only with the Services and all rights in the Numbers, including the right to change the Numbers, belong to MT;

(b) the Customer does not own the Numbers and cannot sell them or agree to transfer them to anyone else and must not try to do so; and

(c) immediately prior to the termination of the Services, the Customer's right to use the Numbers will end and MT will be free to allocate them to another customer.

17.5 Whenever necessary for operational reasons MT reserves the right to change any IP address or any Number or any other identifier that has been allocated to the Customer;

17.6 If the Customer does not use any contiguous range of Numbers for a period of one hundred and eighty (180) days, then MT reserves the right to re-assign such Numbers to another customer after giving the Customer thirty (30) days written notice.

17.7 The Customer undertakes to use each Number only on and in connection with the Service Equipment and/or Customer Equipment acceptable to MT, and shall not use a Number on any other equipment, unless MT provides its express written approval.

18. DATA PROTECTION

18.1 The Parties shall, in the performance of their obligations under each Order Form, comply with all applicable statutes, regulations and orders and, in particular, shall comply with the requirements of the Data Protection Act 2002 and all regulations and orders made thereunder and shall obtain and maintain in force all applicable notifications and licences under such legislation.

18.2 Each Party agrees:

(a) to comply with any Applicable Data Protection Law;

(b) that it will be solely responsible for any acts or omissions that cause the other Party to be in breach of any Applicable Data Protection Law, and

(c) to comply with all reasonable technical and organisational measures that the other Party implements in order to comply with any Applicable Data Protection Law.

18.3 If the Customer:

(a) complies with its obligations in Clause 18.2; and

(b) obtains adequate consents from all of its customers, users and employees, including for transfers of Personal Data; and

(c) accepts sole responsibility for the instructions it may give to MT regarding the processing of Personal Data, then MT will, to the extent that MT processes Personal Data in delivering any of the Services, including, without limit, transferring Personal Data into and out of the European Economic Area and/or disclosing it to

third parties, implement and maintain adequate technical and organisational security measures so that such processing complies with Applicable Data Protection Law.

19. CONFIDENTIALITY AND NON-DISCLOSURE

19.1 For the purpose of this Clause 19 "**receiving party**" shall mean the Party receiving the other's Confidential Information and "**disclosing party**" shall mean that Party disclosing its Confidential Information to the other.

19.2 The receiving party may disclose Confidential Information of the disclosing party only to its officers and employees which for the avoidance of doubt shall include contractors and temporary staff and then only such officers and employees to whom such disclosure is reasonably necessary, subject to that such officers and employees agreeing in writing or through their contracts of employment or of appointment as the case may be to be bound by the terms and conditions of this Clause 19 prior to such disclosure.

19.3 The receiving party may disclose Confidential Information of the disclosing party to a sub-contractor where such disclosure is reasonably necessary for the purposes of delivering a Service subject to the sub-contractor first agreeing in writing to be bound by the terms and conditions of this Clause 19 (or substantially the same terms and conditions) prior to such disclosure.

19.4 The receiving party agrees:

(a) not to disclose Confidential Information of the disclosing party to any third party for any reason or purpose whatsoever without the prior written consent of the disclosing party, save in accordance with the provisions of this Clause 19;
(b) not to utilise, employ, exploit or in any other manner whatsoever use Confidential Information of the disclosing party for any purpose whatsoever other than strictly in relation to each Order Form; and
(c) that the unauthorised or unlawful use or disclosure of Confidential Information of the disclosing party may cause irreparable loss, harm and damage to the disclosing party.

19.5 The receiving party agrees to protect the Confidential Information by using at least the same standard of care used to safeguard its own information of a confidential nature and by taking all reasonable steps to prevent any unauthorised disclosure of Confidential Information of the disclosing party.

19.6 The obligations of the receiving party pursuant to this Clause 19 shall not apply to any information that:

(a) is known to or in the possession of the receiving party prior to disclosure thereof by the disclosing party from another source and which the disclosing party is otherwise free to disclose;
(b) is or becomes publicly known, otherwise than pursuant to a breach of each Order Form or these General Terms & Conditions by the receiving party;
(c) is acquired or developed independently of the disclosing party by the receiving party in circumstances that do not amount to a breach of the provisions of these General Terms & Conditions;
(d) is obtained from a third party who is free to disclose it;
(e) is disclosed by the receiving party to satisfy an order of the Isle of Man courts or another country or to comply with applicable provisions of any law or regulations in force from time to time, provided that, in these circumstances, the receiving party shall advise the disclosing party in writing prior to such disclosure to enable the disclosing party to take whatever steps it deems necessary to protect its interest in this regard. Provided further that the receiving party will disclose only that portion of the information which it is legally required to disclose and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances; or
(f) is disclosed to a third party pursuant to the prior written authorisation from the disclosing party.

19.7 The Customer hereby:

(a) acknowledges and accepts that MT is required by the Isle of Man Government to disclose the nature of business undertaken by each entity using MT's data centre; and
(b) waives any claim that the Customer may have against MT as a result of such limited disclosure to the Isle of Man Government.

20. REPRESENTATIONS AND WARRANTIES

20.1 The Customer represents and warrants that:

(a) it is a corporation validly organised and existing as under the laws of its Law of Incorporation;
(b) it has full power and authority under its constitutional documents and the laws of its Law of Incorporation to execute and deliver each Order Form and to perform its obligations thereunder and hereunder;
(c) it has by proper action duly authorised the execution and delivery of each Order Form and when validly executed and delivered any Order Form shall constitute legal, valid and binding agreements of the Customer enforceable in accordance with their terms;
(d) the execution and delivery of each Order Form and the consummation of the transactions therein contemplated does not conflict in any material respect with or constitute a material breach or material default under the terms and conditions of any other documents, agreements of other writings to which it is a party or its constitutional documents or the laws of its Law of Incorporation;
(e) its technical support staff shall have suitable security accreditation, training, education, experience and skill to maintain and operate the Customer Equipment that interfaces with and uses each of the Services;
(f) it holds and during the term of each Order Form and it shall maintain and comply with all the necessary licences, certificates, authorisations and consents required under the laws of all relevant jurisdictions to receive and use each of the Services;
(g) all the Customer Information and Third Party Information is accurate and will not include any information or material, any part of which, or the accessing of which, would be a civil or criminal offence or be otherwise unlawful;
(h) all necessary licences, authorisations and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained in relation to all the Customer Information and Third Party Information;
(i) it will comply with all consumer and other legislation, instructions or guidelines issued by relevant regulatory authorities, relevant licences and any other codes of practice which apply to the Customer or to MT and which relate to the provision of the Customer Information and/or the Third Party Information;
(j) it is the beneficial owner of and has full right, title and interest in or has all necessary rights to allow its employees and/or any users and/or any customers to access the Customer's software or any other software through the use of any of the Services.
(k) it will comply with all US Remote Gambling Legislation to the extent that it applies to the Customer; and
(l) it will block individual users from utilising the Services if either the Customer or MT determines (acting reasonably) that continuing to enable a user to utilise the Services does or will constitute a breach of any US Remote Gambling Legislation.

20.2 MT represents and warrants that:

(a) it has full power and authority to execute and deliver each Order Form and to perform its obligations including agreeing and executing other Order Forms from time to time to which these General Terms & Conditions;
(b) it has by proper action duly authorised the execution and delivery of each of the Order Forms and when validly executed and delivered each of the Order Forms shall constitute legal, valid and binding agreements of MT enforceable in accordance with their terms;
(c) the execution and delivery of each of the Order Forms and the consummation of the transactions therein contemplated does not conflict in any material respect with or constitute a material breach or material default under the terms and conditions of any other documents, agreements of other writings to which it

is a party or constitutional documents and the laws of the Isle of Man;

(d) it shall use staff with suitable security accreditation, training, education, experience and skill to perform the Services, but MT does not represent or warrant that its staff will have such training, education, experience and skill in relation to all Customer Equipment; and

(e) it holds and during the term of each of the Order Forms and it shall maintain and comply with all the necessary licences, certificates, authorisations and consents required under the laws of the Isle of Man for the provision of the Services and the Equipment.

21. RISK, INSURANCE AND OWNERSHIP

21.1 Without prejudice to the Customer's insurance obligations contained in Clause 7, during the term of each of the Order Forms, each Party shall be responsible for obtaining and maintaining, at their respective expense, appropriate levels of insurance coverage covering their respective interests under each of the Order Forms.

21.2 MT shall hold insurance no less extensive than that referred to in Clause 21.3. MT's insurances and liabilities will extend to cover any sub-contractors or their goods and equipment or other third parties employed by MT to deliver the Services and the Equipment.

21.3 MT shall at all times during the term of each of the Order Forms, and while MT is liable or potentially liable to the Customer thereunder, hold professional indemnity insurance of no less an amount than the sum of one million Pounds Sterling (£1,000,000).

22. INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION

22.1 The Parties agree to indemnify each other from and against any and all claims, liabilities (both joint and several), losses, damages, costs and expenses (including any fines, legal expenses on a indemnity basis, expert witness fees, expenses and costs of settlement) arising out of or in connection with any assertion by any person that the software provided or supplied by the indemnifying Party to the other Party or the Confidential Information provided by the indemnifying Party to the other Party infringes the Intellectual Property Rights of that person (an "**IPR Claim**").

22.2 The provisions of Clause 22.1 shall not apply to the extent that an IPR Claim arises because any Intellectual Property Rights or Confidential Information has been modified or has been used incorrectly (namely: not for its intended use, outside the scope of the relevant Order Form or otherwise outside the scope for which it was supplied) by the indemnitee Party or has been used by the indemnitee Party in conjunction with any other Intellectual Property Rights or Confidential Information not specified in the relevant Order Form or not approved by the indemnifying Party.

22.3 If any software or Confidential Information becomes the subject of an IPR Claim under this Clause 22, or in the indemnifying Party's opinion is likely to become the subject of such a claim, then the indemnifying Party shall use its reasonable endeavours, at its own expense, either:

(a) to modify the software or Confidential Information to make it non-infringing or cure any claimed misuse of the third party's trade secrets, provided such modification does not adversely affect the functionality of the software; or

(b) to procure for the indemnitee Party the right to continue using the software or Confidential Information; or

(c) to replace the software or Confidential Information with substantially equivalent software or Confidential Information that is non-infringing or that is free of any IPR Claim.

23. GENERAL INDEMNIFICATION

23.1 Each Party (the "**Indemnifying Party**") shall defend with counsel reasonably acceptable to the Indemnified Party, shall hold harmless and indemnify the other Party and its employees, officers, directors, agents, subcontractors, shareholders and affiliates (the "**Indemnified Party**") from and against and shall assume liability for all actual and direct damages, costs and expenses (including without limitation all interest, penalties and reasonable attorneys' fees and costs and other professional costs and expenses), proceedings whatsoever, howsoever arising, whether in contract, tort or otherwise, directly or indirectly, out of, or in the course of or in connection with:

(a) a breach of any of the provisions of Clause 12.1;

(b) any injury, loss or damage to any person, tangible property or facilities of any third person or entity arising under any Order Form due to the negligence or wilful misconduct of the Indemnifying Party, its employees, agents or contractors; and

(c) any claims arising out of any violation by the Indemnifying Party of any US Remote Gambling Legislation, any regulation, rule, statute or court order of any local, state, federal or foreign governmental agency, court or body in connection with each Order Form, the use of any Services and/or Equipment, the Locations or any equipment contained therein.

23.2 If any third party makes a claim against, or notifies an intention to make a claim against, the Indemnified Party or any of its Associated Companies which may reasonably be considered as likely to give rise to a liability under this indemnity ("**a relevant claim**"), the Indemnified Party shall and shall procure that any relevant Associated Company shall:

(a) as soon as reasonably practicable give written notice of that matter to the Indemnifying Party, specifying in reasonable detail the nature of the relevant claim;

(b) not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably conditioned, withheld or delayed);

(c) give the Indemnifying Party and its professional advisers reasonable access to the premises and personnel of the Indemnified Party and/or any of its Associated Companies (as the case may be) and to any relevant assets, accounts, documents and records within the power or control of the Indemnified Party and/or its Associated Companies so as to enable the Indemnifying Party and its professional advisers to examine such premises, assets, accounts, documents and records, and to take copies at their own expense for the purpose of assessing the merits of the relevant claim provided that all such information will be treated as Confidential Information and provided further that the indemnified party is not prohibited from providing such information due to applicable law or regulation; and

(d) subject to the Indemnifying Party indemnifying the Indemnified Party and its Associated Companies to the Indemnified Party's reasonable satisfaction against any liability, costs, damages or expenses which may be incurred, take such action as the Indemnifying Party may reasonably request to avoid, dispute, resist, compromise or defend the relevant claim.

23.3 This indemnity shall cover (but is not limited to) MT's liability to third parties arising out of the use of any of the Services and/or any Equipment by the Customer and/or its users and/or its customers and does not limit any further compensation rights of MT.

23.4 If a payment is due from either Party under this Clause 23 is subject to tax (whether by way of direct assessment or withholding at its source), then the other Party shall be entitled to receive from the such Party such amounts as will ensure that the net receipt, after tax, to the other Party in respect of the payment is the same as it would have been were the payment not subject to tax.

24. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CLAUSE.

24.1 The liability of each of the Parties in respect of each of the Services and/or any Equipment shall be as stated in these General Terms & Conditions.

24.2 This Clause 24 sets out the entire financial liability of either Party (including any liability for the acts or omissions of its

employees, agents, sub-contractors and any Associated Companies) to the other Party in respect of:
(a) any breach of any Order Form;
(b) any use made by the Customer of the Services and/or the Equipment; and
(c) breach of statutory duty;
(d) any claim for indemnity under any Order Form;
(e) any representation, statement or tortious act or omission (including negligence) arising under or in connection with any Order Form.

24.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any Order Form.

24.4 Nothing in this Clause 24 limits or excludes the liability of either Party:
(a) for death or personal injury resulting from negligence; or
(b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by MT;
(c) for any liability incurred by the Customer as a result of any breach by the Supplier of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1986.
(c) any liability that may arise in accordance with Clauses 22 or 23.1(c).

24.5 Subject to Clauses 24.3 and 24.4:
(a) MT shall not be liable for:
(i) loss of profits; or
(ii) loss of business; or
(iii) depletion of goodwill and/or similar losses; or
(iv) loss of anticipated savings; or
(v) loss of goods; or
(vi) loss of contract; or
(vii) loss of use; or
(viii) loss of corruption of data or information; or
(ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

24.6 The annual aggregate liability of either Party to the other Party for any and all claims, losses, damages or expenses from any cause whatsoever shall be limited:
(a) in relation to all Services, to the annual Fees paid by the Customer for each of the Services; or
(b) in relation to any Equipment, to the Price paid by the Customer for the Equipment.

24.7 The Customer accepts that MT is under no obligation to edit, review or modify any the Customer Information and/or any Third Party Information and that MT will not examine the use to which the Customer or its customers or its users put the Service. However, MT reserves the right to suspend access to any the Customer Information and/or any Third Party Information and/or any Customer Equipment and/or Service Equipment upon which such information is stored and/accessed following notice to the Customer if MT reasonably believes that there may be a breach of any of the Order Forms, any law, regulation or treaty or third party right.

24.8 MT excludes all liability of any kind in respect of any material on the Internet which can be accessed using any MT service and is not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of any MT service or on the Internet.

24.9 MT shall not be liable hereunder either in contract, tort (including negligence) or otherwise for the acts or omissions of the any third party suppliers or other providers of telecommunications or Internet services (including domain name registration authorities) that are involved either directly or indirectly in providing each of the Services or any Equipment or for faults in or failures of their services and/or equipment.

24.10 Each provision of these General Terms & Conditions, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

24.11 EACH PARTY ACKNOWLEDGES AND ACCEPTS THE LIMITATION ON THE OTHER PARTY'S LIABILITY PROVIDED IN THIS CLAUSE 24 AS BEING A FAIR AND REASONABLE APPORTIONMENT OF THE POTENTIAL EXPOSURE THAT COULD ARISE IN RELATION TO THE LIABILITIES EXPECTED UNDER ORDER FORM; IF EITHER PARTY VIEWS THE PROPOSED LIMITATION ON LIABILITY OF THE OTHER PARTY HEREUNDER TO BE INSUFFICIENT FOR ITS POTENTIAL EXPOSURE SHOULD THE OTHER PARTY BREACH THIS AGREEMENT, THEN THAT PARTY HEREBY AGREES TO OBTAIN RELEVANT INSURANCE COVER REGARDING SUCH POTENTIAL EXPOSURE.

25. TERMINATION

25.1 All of the following shall be a "**MT Event of Default**":
(a) with the specific exception of non-material failures to deliver the Services, any material breach of any term of an Order Form which cannot be remedied or which is not remedied to the Customer's reasonable satisfaction within thirty (30) days of receipt of written notice from the Customer requiring MT to do so; or
(b) the making by MT of an arrangement, composition with or a general assignment for the benefit of creditors; or
(c) the filing of an involuntary winding up petition or other insolvency protection against MT which is not dismissed within ninety (90) days of its filing or results in the issuance of an order for relief against the debtor; or
(d) the appointment of a receiver, administrative receiver, liquidator or like person over MT or presentation, resolution or petition to wind up MT (other than for the purpose of reconstruction or amalgamation) or if MT is no longer able to pay its debts as and when they become due.

25.2 If MT commits a MT Event of Default, then the Customer may serve notice on MT terminating the relevant Order Form immediately or within such further period, not exceeding 60 days, as the Customer provides for in the notice.

25.3 All of the following shall be a "**Customer Event of Default**":

(a) a wilful failure by the Customer to make timely payment to MT of any undisputed amount due to it under the terms of any Order Form and which failure is not rectified (save in the case of a bona fide dispute regarding the same) within thirty (30) days of receipt of written notice by MT so to do; or
(b) any material breach of any term of an Order Form which cannot be remedied or which is not remedied to the MT's reasonable satisfaction within thirty (30) days of receipt of written notice from the MT requiring the Customer to do so; or
(c) making by the Customer of an arrangement, composition with or a general assignment for the benefit of creditors; or
(d) the filing of an involuntary petition in bankruptcy or other insolvency protection against the Customer which is not dismissed within ninety (90) days of its filing or results in the issuance of an order for relief against the debtor; or
(e) the appointment of a receiver, administrative receiver, liquidator or like person over the Customer or presentation, resolution or petition to wind up the Customer (other than for the purpose of reconstruction or amalgamation) or if the Customer is no longer able to pay its debts as and when they become due.

25.4 If the Customer commits a Customer Event of Default, then MT may serve notice on the Customer terminating any Order Form immediately or within such further period, not exceeding sixty (60) days, as MT provides for in the notice.

25.5 The termination of any Order Form for any cause whatsoever shall be without prejudice to the antecedent rights and remedies of the Parties against one another.

26. TERMINATION BY NOTICE

26.1 Unless provided otherwise on the Services Order Form, the term of each Services Order Form shall commence on the Service Commencement Date relevant to the Services or the Services Order Form and shall end when the Services Order Form is terminated in accordance with the terms of these General Terms and Conditions (the **"Term"**).

26.2 At any time after the expiry of the Minimum Period, either Party shall only be entitled to terminate a Services Order Form on an anniversary of the Service Commencement Date relevant to the Services being provided by giving to the other Party ninety (90) days prior written notice of its intention to terminate the Services Order Form on such anniversary (the **Notice of Termination)**.

26.3 If the Customer serves a Notice of Termination on MT, then:

(a) such Notice of Termination shall include:

(i) full details of the Services or the Services Order Form that is to be terminated

(ii) circuit numbers of any circuits that are to be terminated; and

(iii) the full postal addresses of any locations where the relevant Services are delivered to the Customer by MT;

(b) all unpaid sums owed by the Customer up to the end of the Term under the Services Order Form shall become payable in full within thirty (30) days of the date of such Notice of Termination.

26.4 If the Customer does not comply with its obligations in Clause 26.3 in relation to a Notice of Termination, then MT shall be entitled to reject the Notice of Termination and continue the provision of the Services referred to in the relevant Services Order Form referred to in the Notice of Termination as if no Notice of Termination had been served by the Customer on MT.

26.5 If the Customer terminates any Services Order Form during the Minimum Period, other than after a MT Event of Default, then the Customer shall pay MT all relevant Fees and any Cancellation Fees, provided that MT shall at all times have a duty to mitigate any Cancellation Fees that arise following such termination by the Customer during the Minimum Period.

27. CONSEQUENCES OF TERMINATION

27.1 If any Order Form is terminated by MT during the Minimum Period following a Customer Event of Default, then the Customer must pay MT:

(a) the relevant Fees until each Order Form is terminated; and

(b) any Cancellation Fees, subject to the provisions of Section 25.2.

27.2 Notwithstanding anything to the contrary in any Order Form, no termination or expiration of any Order Form shall affect the rights or obligations of any Party hereto with respect to any then-existing defaults or the obligation to make any payment hereunder for services rendered prior to the date of termination or expiration or any right or obligation that expressly survives termination or expiration of any Order Form, all of which expressly survive termination or expiration of any Order Form.

28. TERMINATION ON DEFAULT

The non-defaulting Party may terminate any of the Order Forms upon the occurrence of an event of default by the defaulting Party, as described in Clause 25.

29. SUSPENSION OF SERVICES

29.1 MT may, at its sole discretion, suspend immediately the provision of any Service until further notice on notifying the Customer in writing if:

(a) MT is entitled to terminate the Services Order Form relevant to the particular Service; or

(b) MT is instructed or requested to do so by government, an emergency services organisation or other competent authority; or

(c) if the continued supply of the specific Service presents an immediate threat of the violation of any applicable law or to the integrity of any element of MT's telecommunications network or other Service Equipment or creates a hazard to any person.

29.2 Any suspension of any Service by MT shall not exclude MT's right subsequently to terminate the relevant Services Order Form, if applicable, nor any other right or remedy to which MT is entitled under the relevant Services Order Form.

29.3 Any suspension due to the acts or omissions of the Customer, any Associated Company of the Customer, or any agent, employee, subcontractor, or end user of the Customer shall not constitute a Fault (as defined in the Services Descriptions attached to any relevant Services Order Form) entitling the Customer to any remedies.

29.4 If MT suspends any Services under the terms of this Clause 29 or otherwise, then the Customer shall remain liable to pay all relevant Fees for the relevant Services that were provided.

29.5 Where required in order to provide operational and maintenance support, MT may suspend any Services, but shall use all reasonable efforts to minimise any disruption and shall, agree such suspension with the Customer in advance with as much notice as is practicable in the circumstances.

30. EFFECT OF TERMINATION

30.1 Subject to any exercise by the Customer of its rights to perform, or to procure a third party to perform the obligations of MT, the Parties shall continue to perform their obligations under each Order Form, notwithstanding the giving of any notice of default or notice of termination, until the termination becomes effective in accordance with Clause 25, provided that (other than in relation to any Cancellation Fees that may have arisen as a result of the termination) the Customer shall not be liable to make payments for any services unless such services were provided and accepted.

30.2 In the event of termination of any Services Order Form:

(a) each Party shall cease to have access to the Locations relevant to Service Order Form, except to recover any equipment in accordance with the terms of this Clause 30; and

(b) each Party shall comply with its obligations under Clause 31.

30.3 Upon termination of any Services Order Form for any reason the Customer shall forthwith cease to use the Services and both Parties shall (where applicable):

(a) immediately permit or procure permission for the other Party to gain reasonable and sufficient access to any relevant Location during its normal business hours for the purpose of removing any equipment belong to the other Party. If a Services Order Form is terminated by reason of a Customer Event of Default, then the Customer shall pay for all reasonable costs of such removal, and if a Services Order Form is terminated by reason of a MT Event of Default, then MT shall pay for all reasonable costs of such removal; and

(b) remove any equipment supplied by the other Party from any Location, leaving the same in good repair and free of the other Party's equipment and rubbish. The other Party shall be liable for the cost of repair or replacement caused by or on behalf of the other Party to any Location or any property therein.

30.4 Save as otherwise expressly provided to the contrary (or agreed in writing between the Parties), upon termination of a Services Order Form by either the Customer or MT, any and all Services that have not yet been provided by MT in accordance with the relevant Services Order Form shall terminate and MT shall be under no further obligation to supply such Services.

30.5 If a MT Event of Default occurs, then the Customer shall be entitled, in addition to any other remedy to which the Customer may be entitled, to immediately terminate the relevant Services Order Form and/or to immediately, to terminate some or all of the outstanding orders for the Services then applicable, recover all monies already paid by the Customer for any Services not yet delivered and claim compensation from MT for all and any loss and damage suffered by the Customer, together with all reasonable legal costs incurred, as a result of a MT Event of Default.

30.6 If a Customer Event of Default occurs, MT shall be entitled, in addition to any other remedy to which MT may be entitled, to immediately terminate the relevant Order Form, to retain all Fees already paid by the Customer and to claim compensation from the Customer for all and any loss and damage suffered by MT, together with all reasonable legal costs incurred, as a result of a Customer Event of Default.

30.7 The termination of any Order Form shall not affect any obligations or rights of the Parties which arose or accrued prior to, or which expressly survive, termination of any Order Form.

30.8 If either Party fails to remove its equipment from the other Party's Location (unless the delay is not due to an act or omission of the other Party) within thirty (30) days of the termination of any Order Form, then such Equipment shall be conclusively deemed abandoned and either Party may dispose of it as it sees fit with the other Party being responsible for the cost of removal, storage and disposal of said equipment.

30.9 If either Party delays in acting upon a breach of any Order Form that delay will not be regarded as a waiver of that breach. If either Party waives a breach of any Order Form, then that waiver is limited to that particular breach.

30.10 In the event of termination, both Parties shall return any Confidential Information of the other Party to the other Party forthwith.

31. EXIT MANAGEMENT

31.1 Concurrently with the termination, cancellation or expiration of any Order Form or Service provided thereunder for any reason whatsoever, and at the reasonable request of and at the time indicated by the Customer, MT shall provide the termination assistance provided for in any exit management plan agreed between the Parties, acting reasonably.

31.2 The Customer shall pay MT all reasonable fees and expenses that it incurs in carrying out its obligations under the said exit management plan.

31.3 In the event of any dispute regarding the terms and conditions relating to or the sums payable by the Customer pursuant to the said exit management plan, the same shall be determined pursuant to Clause 34.

32. NON SOLICITATION AND NON-COMPETE

32.1 Unless otherwise agreed, for the duration of any Order Form and for a period of twelve (12) months after the termination of each of them (for whatsoever reason) neither Party shall knowingly, directly or indirectly solicit or offer employment to any employee of the other Party who has been involved in working on the matters referred to in an Order Form, or who is or was employed or involved in the supply or receipt of any of the Services (a "**Service Employee**").

32.2 Neither Party shall (except with the prior written consent of the other) during the term of any Order Form, and for a period of three months thereafter, solicit the services of any ***senior or key employees*** of the other Party who have been engaged in the provision of any of the Services or the receipt of the Services other than by means of a UK-wide (to include the Isle of Man) advertising campaign open to all-comers and not specifically targeted at such staff of the other Party.

32.3 For a period of twelve (12) months after the termination of an Order Form (for whatever reason) and subject to Applicable Data Protection Law, both Parties hereby undertake not to proactively seek the custom of any client or customer of the other Party.

32.4 Each of the covenants in this Clause 32 is considered fair and reasonable by the Parties.

33. SURVIVAL

33.1 The following Clauses of these General Terms & Conditions shall survive the termination of any Order Form for whatsoever reason:

(a) Clause 2 – Definitions and Interpretation;
(b) Clause 10 – Sub-Contractors & Assignment;
(c) Clause 13 – Trade Marks and Trade Names;
(d) Clause 14 – Intellectual Property Rights;
(e) Clause 18 – Data Protection:
(f) Clause 19 – Confidentiality and Non-Disclosure;
(g) Clause 20 – Representations and Warranties;
(h) Clause 21 – Risk, Insurance and Ownership;
(i) Clause 22 – Intellectual Property Rights Indemnification;
(j) Clause 23 – General Indemnification;
(k) Clause 24 – Limitation of Liability;
(l) Clause 31 – Exit Management;
(m) Clause 32 – Non Solicitation and Non-Compete;
(n) Clause 45 – Third Party Rights; and
(o) Clause 46 – Governing Law and Jurisdiction.

34. DISPUTE RESOLUTION

34.1 Should any dispute, disagreement or claim arise between the Parties (hereinafter referred to as the "**dispute**") concerning the Services, the Equipment, the Order Forms or the interpretation of these General Terms & Conditions, the Parties shall attempt to resolve the dispute by negotiation. In such event and as and when the dispute arises, one Party may invite the other in writing to meet and to attempt to resolve the dispute within seven (7) days from date of the written invitation.

34.2 Should the procedure as described in Clause 34.1 fail and the dispute remains unresolved within twenty one (21) days of the date of either Party's written invitation to meet pursuant to Clause 34.1, then in such event the matter shall be referred to MT's Commercial Director (or other suitable senior executives) and the Customer's Director of Information Systems Division (or other suitable senior executive) and a meeting shall take place between such persons with a view to resolving same. Each of the Parties shall use their best endeavours to arrange such a meeting within seven days after the expiry of the aforementioned twenty one (21) day period.

34.3 Should the procedure as described in Clause 34.2 fail or should for any reason the dispute remain unresolved after the period of forty (40) days after the said written invitation, the Parties may agree to submit the dispute for determination to the Chartered Institute of Arbitrators. The determination shall be held in the Isle of Man and shall be subject to the Arbitration Act 1976 (as amended) save that the arbitrator shall act as an expert and not an arbitrator. Where the Parties do not agree to arbitration, the dispute shall be resolved in accordance with Clause 46.

34.4 Each Party shall bear its own costs in respect of dispute resolution and arbitration, save that, where arbitration takes place, the arbitrator may order otherwise.

34.5 The provisions of this Clause 34 are without prejudice to either Party's right to seek any form of injunctive relief from the courts where a Party deems it necessary to do so.

35. CHANGE MANAGEMENT PROCEDURE

From time to time during the term of each Order Form, either Party may propose changes in or addition to the Services, the Order Forms or these General Terms & Conditions. The Parties shall follow the Change Management Procedure in respect of all such changes unless otherwise agreed in writing between the Parties.

36. FORCE MAJEURE

36.1 Notwithstanding any other provisions of any Order Form, if due performance of the obligations provided by an Order Form by a Party is affected in whole or in part by reason of any

event, omission, accident or other matter beyond the reasonable control of the Party claiming the benefit of this Clause 36 ("**force majeure events**"), then the Party claiming the benefit of this Clause 36 shall give prompt notice to the other Party and thereafter shall be under no liability for any loss, damage, injury or expense of whatever kind and howsoever caused, suffered by the other Party to the extent due to the said event, omission, accident or other matter. The Party claiming the benefit of this Clause 36 shall use all reasonable efforts to avoid or overcome the causes affecting performance as soon as it able to do so. The force majeure events shall not include events, omissions, accidents or other matters caused by the act, neglect or omission of the Party claiming the benefit of this Clause 36 or its representatives, employees, sub-contractors, partners or agents. Furthermore, for the purposes of this Clause 36, force majeure events shall include but not be limited to an act of God, war, fire, flood, explosion, failure of public utilities or civil commotion, or other circumstances beyond a Party's reasonably control.

36.2 The Party otherwise in default shall take and continue to take all reasonable steps to circumvent and mitigate the effect of such event and to reduce any delay in the performance of such obligation.

37. NOTICES

37.1 Any notice or other communication to be given under any Order Form shall be in writing, in English and signed by or on behalf of the Party giving it (or its representative) and shall be delivered by hand, sent by prepaid first class, recorded delivery or registered post given in Clause 37.2 (or such other address, facsimile transmission number or email address as the receiving Party has specified to the sending Party on at least 10 business days' notice).

37.2 The addresses and numbers of the Parties for the purposes of Clause 37.1 are provided in the Execution page of the relevant Order Form;

37.3 Any notice or other communication given or made under any Order Form shall, in the absence of earlier receipt, be deemed to have been received as follows:

(a) if delivered by hand, at the time of actual delivery; or

(b) if posted, on the second clear business day or, in the case of airmail, the fifth clear business day following the day on which it was despatched by pre-paid first class post or, as the case may be, registered airmail, provided that a notice given in accordance with the above but received on a day which is not a business day, or after normal business hours in the place of receipt, shall be deemed to have been received on the next business day at the commencement of normal business hours in the place of receipt.

37.4 Without prejudice to the other provisions of this Clause 37, the Customer hereby acknowledges and agrees that MT may notify the Customer by email of all commercially reasonable updates and amendments to these General Terms & Conditions or the Use Policy or any other policies that may be incorporated into any Order Forms and such updates and amendments shall be incorporated into the relevant document.

38. ANNOUNCEMENTS

38.1 Neither Party may publicise or disclose the contents of any Order Form or its existence without the prior written consent of the other Party first having been received, provided that either Party may disclose part or all of the said contents to its professional advisors as reasonably necessary.

39. MISCELLANEOUS

39.1 The Customer agrees to comply with any applicable export or re-export laws and regulations of any country, including obtaining written authority from the US Government if the Customer intends at any time to re-export any items of US origin to any proscribed destination.

39.2 The Customer must ensure that an electronic mail address are included in clear and legible form on its web site for receipt of any enquiries or complaints that may arise in relation to any the Customer Information or Third Party Information or other material published on any of its websites. MT reserves the right to disclose to any person with an enquiry or complaint the contact name, telephone number and electronic mail address if such person cannot locate these details on a Customer website.

39.3 The Customer and MT each agrees to co-operate with and provide reasonable commercial support to the other in complying with any requirements applicable to their respective rights and obligations hereunder imposed by any governmental or regulatory agency or authority.

40. NO WAIVER

No waiver or abandonment by either Party of any of its rights imposed by any Order Form, shall be binding on that Party, unless such waiver or abandonment is in writing and signed by the waiving Party, and any such waiver or abandonment shall be effective only in the specific instance and for the purpose given. Subject to the foregoing sentence, any failure or delay by either Party hereto in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

41. ENTIRE AGREEMENT

41.1 Each Order Form constitutes the whole and entire agreement between the Parties with regard to the terms upon which each of the Services are to be delivered to the Customer by MT and each piece of Equipment is to be provided to the Customer by MT and there are no agreements, representations or warranties between the Parties other than those specifically set forth in those documents.

41.2 The Parties acknowledge and agree that they have not been induced to enter into any Order Form by any representation, warranty or other assurance not expressly incorporated into it.

42. INDEPENDENT CONTRACTORS

The Parties shall act as independent contractors for all purposes under any Order Form. Nothing contained herein shall be deemed to constitute either Party as an agent or representative of the other Party, or the Parties as joint venturers or partners for any purpose. Save as expressly stated herein to the contrary, neither Party shall be responsible for the acts or omissions of the other Party and neither Party will have authority to speak for, represent or obligate the other Party in any way without the prior written approval of the other Party.

43. COUNTERPARTS

Each Order Form may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart shall constitute an original of the respective Order Form, but together the counterparts shall constitute one document.

44. SEVERABILITY

If any provision of any Order Form shall be held illegal or unenforceable, such provision shall be deemed separate and divisible from and shall in no way affect or impair the validity or enforceability of, the remaining provisions.

45. THIRD PARTY RIGHTS

Unless otherwise expressly provided, each Order Form does not, by virtue of the Contracts (Rights of Third Parties) Act 2001 or otherwise, confer any rights or benefits on any person or class of persons existing now or in the future, who is not a party to each Order Form except that a Party's assignee or successor will be deemed to be a party to the respective Order Form.

46. GOVERNING LAW AND JURISDICTION

Each of the Order Forms shall be governed and construed in accordance with the laws of the Isle of Man and each Party

irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of the Isle of Man.

SCHEDULE 1
CHANGE MANAGEMENT PROCEDURE

1. PRINCIPLES

1.1 Where the Customer or MT perceives a need to change the Services, an Order Form or the terms of the General Terms & Conditions, the Customer may at any time request, and MT may at any time recommend, such change in accordance with the following Change Management Procedure.

1.2 Both Parties shall conduct discussions relating to proposed changes in good faith and shall in all matters relating to a change or a proposed change (including without limitation in respect of the specification for the change itself) at all times act reasonably. MT shall not unreasonably withhold its agreement to any change.

1.3 Until such time as a change is agreed in accordance with this Change Management Procedure, MT shall, unless otherwise agreed in writing, continue to supply the Services or the Equipment in accordance with the terms of the relevant Order Form as if a change request or recommendation had not been made.

1.4 Any discussions which may take place between the Customer and MT in connection with a request or recommendation before the agreement is reached to a resultant change to an Order Form shall be treated as being held on a subject to contract basis.

1.5 Any work undertaken on a change by either Party, which has not been authorised in advance by an agreed change management note or which has not otherwise been otherwise agreed in writing by either Party, shall be undertaken entirely at the expense and liability of the Party undertaking the work.

2. PROCEDURES

2.1 MT shall respond to any request to discuss the Customer's requirements for services or changed items as soon as possible and in any event within ten (10) days of the request to do so (or such longer period as MT acting reasonably may request in the circumstances and to which the Customer shall consent, such consent not to be unreasonably withheld), such response to be by way of MT producing a written quotation to meet the Customer's requirements. MT shall, acting reasonably, indicate the terms and conditions on which it proposes to supply, or procure the supply of, the services or changed items. Where MT is unable to produce a proper quotation without first discussing the Customer's requirements, MT shall use all reasonable endeavours to provide an adequately qualified person to participate in such discussions with the Customer within a seven (7) day period and thereafter MT shall, acting reasonably, produce a written quotation to meet the Customer's requirements within a further period of ten (10) days (or such longer period as MT acting reasonably may request in the circumstances and which the Customer shall consent to, such consent not to be unreasonably withheld) indicating the terms and conditions on which MT proposes to supply, or procure the supply of, the further services or changed items.

2.2 A quotation produced by MT pursuant to this Change Control Procedure shall be reasonable. MT shall not generally charge for the production of a quotation, unless the effort to generate the estimate exceeds one man day (in which case MT shall ask for the Customer's consent before proceeding to generate (and charge for) the same). the Customer may freely copy any quotation produced by MT but solely for its own internal purposes, and must not disclose it in whole or in part to any third party without MT's prior written permission (such permission not to be unreasonably withheld or delayed).

2.3 MT shall ensure that any quotation it produces for the Customer includes a reasonable timetable for the supply of such services or changed items.

2.4 Nothing in this Schedule 1 shall be taken as requiring the Customer to approve or agree a quotation.

3. FURTHER PROCEDURE

3.1 Where the Customer so wishes, the Customer may obtain a quotation from other sources as well as from MT. For the sake of clarity, such right does not relieve the Customer of its obligations of confidentiality set out in the General Terms & Conditions, and MT shall not be obliged to disclose Confidential Information to any third party.

3.2 Where a quotation is agreed between the Parties, (or where the provisions of a quotation are determined by an arbitrator pursuant to paragraph 4 below) the Parties shall formally record such agreement or determination in writing as soon as possible thereafter in a change management note. For the avoidance of doubt, once a change management note has been entered into, it shall constitute a binding agreement between the Parties and the General Terms & Conditions shall then be regarded as incorporating the provisions of such change management note. For the further avoidance of doubt, nothing in this Schedule 1 shall be taken as requiring the Customer to proceed to purchase any services or changed items from MT unless a change management note is entered into for the same, signed by persons purporting to be the authorised representatives of the Parties.

4. PAYMENT FOR THE CHANGE

4.1 The price payable for the services or changed items which constitute the proposed change included within an agreed quotation shall be payable pursuant to the terms of the relevant Order Form (as amended).

5. COMPLETION OF THE CHANGE

5.1 Following the Customer's approval of the quotation, MT shall complete the provision of the services or changed items in accordance with the timetable included in the quotation or else such other timetable as the Parties may have agreed in writing.

6. OWNERSHIP

Unless otherwise agreed by the Parties in writing, the Intellectual Property Rights in all additional services or changed items provided by MT pursuant to these General Terms & Conditions shall belong to MT.

7. ALTERNATIVE TO FORMAL CHANGE MANAGEMENT PROCEDURE

7.1 The provisions of this Schedule 1 are without prejudice to the ability of the Parties to agree to new Services or changed items or Equipment in another manner provided always that such agreement is recorded in writing including without limitation a new Order Form agreed between the Parties for the provision by MT of new Services or Equipment.

SCHEDULE 2
USE POLICY

1. BACKGROUND

The purpose of this Use Policy is to provide certain use policies to which MT expects all of users of its services and equipment to adhere.

2. DEFINITIONS

Unless the context otherwise requires, terms and phrases defined in each Services Order Form will have the same meaning when used in this Use Policy.

3. USE POLICY

MT's Use Policy requires that no element of any of the Services shall be used by the Customer or any user of the Customer's services:

3.1 fraudulently unlawfully or in connection with a criminal offence; or

3.2 to send, receive, upload, download, use or re-use any Customer Information or Third Party Information or material which is offensive, abusive, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights or laws whatsoever; or

3.3 in breach of instructions MT has given hereunder or otherwise; or

3.4 to cause annoyance, inconvenience or needless anxiety; or

3.5 to send or provide unsolicited advertising or promotional material; or

3.6 other than in accordance with all commercially acceptable use policies of any Third Party Telecommunications Suppliers and the reasonable use standards normally expected over the Internet; or

3.7 in breach of any law, intellectual property right or legal obligation applicable to the provision of the Services anywhere in the world; or

3.8 for any unauthorised accessing or facilitating unauthorised accessing to any data belonging to any third party; or

3.9 in a manner which invades the privacy of others or that is otherwise anti-social; or

3.10 in a manner which breaches any law of any jurisdiction relating to banking, insurance, financial services, the issue and offering of securities and investments, the provision of credit or associated services or investment business; or

3.11 in a manner which is defamatory of any person (in any jurisdiction).

4. BREACH OF USE POLICY

4.1 If MT reasonably believes that the Customer's use (or the use by any third party related to the Customer, including but not limited to any user of the Customer's services) of any services provided by MT is in breach of this Use Policy, then MT will issue a written notice to the Customer (in accordance with the notice provisions of the General Terms & Conditions) requesting that Customer remedies its breach of this Use Policy within five (5) business days.

4.2 If the Customer does not rectify its breach of this Use Policy in accordance with Paragraph 4.1 of this Use Policy or in MT's view (acting reasonably) has not used its best endeavours to rectify the breach of this Use Policy in the five (5) working days following the receipt of MT's notice in accordance with Paragraph 4.1, then:

(a) MT (acting reasonably) will be able to suspend or terminate the provision of the Services solely to such parties that perform the act or omission that is in breach of this Use Policy; and

(b) both Parties will comply with the dispute resolution proceedings provided in the General Terms & Conditions.

5. USE AND DISCLOSURE OF INFORMATION

MT operates in accordance with the Data Protection Act 2002 as updated or amended from time to time. The Customer agrees that its details or those of its users may be used by MT for marketing purposes and to inform the Customer and its users from time to time about other Telecommunications Services or associated technologies. If the Customer or a user does not want its details, or, in the case of the Customer those details of its users to be used in this way then the Customer should contact the Manx Telecom Trading Ltd Marketing Department at Isle of Man Business Park, Cooil Road, Braddan, Isle of Man, IM99 1HX.