



Green IP Ltd Terms and Conditions – (Business)

This Agreement applies to the provision to you, the Customer, by us (Green IP Limited, registered address Unit 4 Glenmore Business Park, Blackhill Road, Holton Heath, Poole, Dorset BH16 6NL (Company No. 12576756), VAT Number [?]) of those services which have been selected by you and as are more particularly described in GREEN IP's product and service literature (the "Services").

1. Meanings

"Contract" means this contract for the supply of the Services comprising these terms and conditions together with any acknowledgement of order that we send to you.

"Services" means any of the following line rental, supply of minutes, broadband connection, ADSL, VOIP and Special Rate Numbers and any other products specified in an order acknowledgement that we send to you.

2. Contract Information:

2.1. GREEN IP reserves the right to accept, refuse or limit Customer's order for any reason – including (but not limited to) credit card/payment clearance, unavailability of stock or errors in product descriptions.

2.2. If GREEN IP provides the Customer with a revised version of GREEN IP's terms and conditions of service, together with a notice stating when such revised terms and conditions will come into force, and the Customer continues to make use of the Services after such date the Customer will be deemed to have accepted such revised terms with effect from such date and such revised terms and conditions will be deemed to constitute part of this Contract in place of the previous terms and conditions. If Customer does not accept such revised terms, it shall have the right to cancel the Contract on 3 months' notice and in such an instance, the provisions of Clause 11.7 shall not apply.

2.3. The Customer may order additional lines or services from GREEN IP at any time throughout the duration of the Contract. If accepted by GREEN IP, such additional lines and services shall be provided on the terms of this Contract, provided that a new service commencement date will be allocated for those lines and/or Services.

3. Provision of Services

3.1. The Service levels for each Service shall be as specified in the service literature ("Service Levels").

3.2. GREEN IP shall, as soon as reasonably possible following its acceptance of an order (which acceptance may take the form of the provision of Services pursuant to Clause 3.3), notify the Customer of the date by which it plans to commence Services under the Contract. Orders are subject to Clause

3.7. If GREEN IP cannot supply Customer's order, it will refund Customer's money promptly.

3.3. Provision of each Service shall start on the date on which GREEN IP first makes the Service available to the Customer (the "Service Commencement Date").

3.4. From the Service Commencement Date, each Service shall, subject to Clause 11, continue

3.4.1. for the initial period set out in the order acknowledgement that we have sent to you or service literature for that Service or, if there is no such period set out, a period of one month (in either case, the "Minimum Service Period") min service for VOIP is 1 month, and

3.4.2. There after subject to either party giving to the other not less than one month's written notice (or such other notice period applicable to the Service set out in the Service Literature) expiring at or after the end of the Minimum Service Period.

3.5. Customer's right to cancel

3.5.1. Customer has the right to cancel its order for Services at any time prior to the Service. This is in addition to any rights to cancel in accordance with Clause 11.

3.5.2. Customer has the right to cancel its order for equipment/goods at any time up to seven days after receipt of the goods ("the time allowed"). This is in addition to any rights to cancel in accordance with Clause 11.

3.5.3. If Customer decides to cancel its order for equipment/hardware, it should tell GREEN IP (in writing) within the time allowed. It is up to Customer to make sure that its cancellation reaches GREEN IP in time.



3.6. Inspection of goods

3.6.1. Customer should inspect and test the equipment/goods at the earliest opportunity. If the goods are defective or otherwise in breach of the contract terms ('a Justified Reason'), Customer has the right to return them to GREEN IP but Customer should do so within a reasonable time.

3.6.2. Upon return of the equipment/goods for a Justified Reason Customer has the right to either a full refund of the price of the goods or a replacement (if available). If, instead, Customer asks GREEN IP to repair the equipment/goods it will not lose its right to return them again if they are still not satisfactory.

3.7. Availability and pricing

3.7.1. All equipment / goods and services are supplied subject to availability.

3.7.2. ADSL broadband services are additionally supplied subject to line and site tests being performed and found to be successful by British Telecommunications plc or another carrier.

3.8. It is the responsibility of the customer to inform GREEN IP of any contractual agreements with their existing suppliers and for the customer to arrange cancellation of these services. GREEN IP will not have any liability to the Customer for the costs of cancellation of these services by the customer.

4. Delivery Arrangements

4.1. In accordance with Clause 3.3, GREEN IP intends to deliver/supply the equipment/goods and services on the date set out on its order acknowledgement. If a particular delivery date is critical Customer must tell GREEN IP so in writing when, or before Customer places its order; GREEN IP will do its best to meet Customer's deadline but cannot guarantee to do so.

4.2. If GREEN IP is unable to deliver the equipment/goods as requested pursuant to Clause 4.1, it will tell Customer at the earliest opportunity and Customer will have the right to cancel the order. In that event, GREEN IP will promptly refund any money Customer has paid.

4.3. GREEN IP will deliver by post special delivery or courier as appropriate.

5. Installation and Delivery of Services

5.1. Telephone Numbers

5.1.1. GREEN IP may change any telephone number allocated to the Customer after giving the Customer reasonable notice where such change is necessary in order for GREEN IP to comply with a law or regulation or for operational reasons.

5.1.2. After termination of any Service(s) or part of any Service, GREEN IP shall not issue any telephone number which has been allocated to the Customer to a third party for a period of 6 months after the date of termination applicable to that number.

5.1.3. A charge will be applicable when porting or migrating numbers away from GREEN IP.

5.2. General

5.2.1. The Customer shall prepare those of its location(s) at which Services are to be provided ("Site(s)") and co-operate with GREEN IP in accordance with GREEN IP's instructions and timescales so that any equipment which GREEN IP provides for the provision of the Services can be installed and maintained by or on behalf of GREEN IP. GREEN IP shall be entitled to charge the Customer for any costs incurred by GREEN IP as a result of any failure by the Customer to satisfy such requirements. The Customer shall meet the costs of preparing any Site(s) and shall provide to GREEN IP free of charge adequate electricity supply, suitable earth connection and an adequate environment for the operation of any such equipment.

5.2.2. To enable GREEN IP expeditiously and properly to exercise its rights and fulfil its obligations under this Contract such as to deliver, install, maintain, connect, trace faults, repair faults or renew or remove any equipment provided by GREEN IP or any part thereof (including, without limitation, any auto-dialler) or otherwise the Customer shall permit or procure permission for GREEN IP and its

duly authorised representatives to have reasonable access to the Customer's premises and telephone system and/or any such equipment provided by GREEN IP at all reasonable times and shall provide such reasonable assistance as GREEN IP shall request.

5.2.3. GREEN IP shall normally carry out installation and maintenance work at the Site(s) during normal working hours where such work does not involve any suspension of Services but may, on

reasonable notice (which shall not be less than 12 hours except in an emergency), require the Customer to provide access at other times. Where necessary GREEN IP shall be entitled to suspend Services in order to carry out such work. Except where suspension of Services is involved, if GREEN IP agrees at the Customer's request to carry out such work outside normal working hours or if it is necessary for GREEN IP to carry out such work outside normal working hours for reasons beyond its control, GREEN IP shall be entitled to charge the Customer for any overtime costs.

5.2.4. GREEN IP shall, when it undertakes installation and maintenance work under this Clause, comply with any reasonable Site procedures notified in writing to GREEN IP in advance by the Customer.

5.2.5. Equipment/goods supplied belong to GREEN IP legally and beneficially until Customer has paid all GREEN IP's charges under this Contract, but the risk attached to owning them passes to Customer as soon as they are delivered into Customer's possession or control.

5.2.6. Even though equipment/goods supplied continue to belong to GREEN IP, GREEN IP has the right to recover payment for them. As long as the goods remain GREEN IP's, and discrete from items which are not GREEN IP's,

GREEN IP has the right (but not the obligation) to recover these goods. As

long as the materials remain GREEN IP's, Customer must not sell or otherwise dispose of them.

5.3. GREEN IP shall be entitled to:

5.3.1. change the codes and/or the numbers allocated to the Customer or the Technical specification of a Service where necessary, for operational reasons, statutory or regulatory requirements, provided that any change to the Technical specification does not materially affect the performance of the Service;

5.3.2. suspend the Services for operational reasons or in case of emergency or in accordance with Clause 11; and 5.3.3. give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of any Service provided by GREEN IP to the Customer or any third party. Before doing so, GREEN IP will give the Customer as much notice as possible. 5.4. The Customer agrees that during the duration of the Contract it shall exclusively route all telephone calls through GREEN IP's network and shall not attempt to change or subvert this by modifying any of the PABX programming, CPS or any other routing method. If the Customer breaches this Clause 5.4 then Clause 11.7 shall apply.



6. Equipment

6.1. The Customer is responsible for:

6.1.1 the equipment and must not add to, modify or in any way interfere with the equipment, nor allow anyone else, other than someone authorised by GREEN IP, to do so. The Customer will be liable to GREEN IP for any loss of or damage to the equipment, except where such loss or damage is due to fair wear and tear or is caused by GREEN IP or anyone acting on its behalf.

6.2. The Customer agrees to:

6.2.1. ensure that any equipment used by the Customer in conjunction with the Service conforms to the relevant standards and approvals;

6.2.2. hold such licences as are required by Ofcom and/or under the Communications Act 2003 and any other applicable telecommunications legislation from time to time (including any amendments thereto) to connect with GREEN IP's equipment and to receive the Service;

6.2.3. ensure the safe use and custody of all equipment provided by GREEN IP;

6.2.4. comply with GREEN IP's reasonable instructions to modify its equipment in order to receive the Service;

6.2.5. return all equipment provided by GREEN IP upon termination of the Contract.

7. Use of Services

7.1. The Customer undertakes to use the Services in accordance with:

7.1.1. such instructions and conditions as may be notified in writing to the Customer by GREEN IP from time to time;

7.1.2. the relevant provisions of the Telecommunication Act 1984, Communications Act 2003 (the "Act") and other applicable telecommunications legislation from time to time;

7.1.3. any direction of Ofcom or other competent authority and any licence granted there under which applies to the running of a telecommunication system by the Customer; and



7.1.4. such terms and conditions of any third party telecommunications operator providing the equipment or telephone lines as GREEN IP shall notify the Customer from time to time.

7.2. Without limitation to the generality of Clause 7.1 the Customer shall undertake not to use the Services:

7.2.1. for the transmission of material which is defamatory, offensive or of an obscene or menacing character; or

7.2.2. in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, without limitation, rights of copyright and confidentiality);

7.3. The Customer shall not connect or cause any equipment to be connected to the equipment (if any) providing the Services other than those approved for connection under the Act and GREEN IP shall not be under any obligation to connect or keep connected any Customer apparatus if it does not so conform or if, in the reasonable opinion of GREEN IP, it is liable to cause death, personal injury, damage or to impair the quality of the Services.

7.4. If any equipment is installed or provided by or on behalf of GREEN IP for the purpose of providing the Services (including, without limitation, any auto-dialler), the Customer undertakes not to alter or move such equipment or any part thereof without GREEN IP's prior written consent. The Customer agrees that any equipment installed or provided by or on behalf of GREEN IP shall at all times remain the property of GREEN IP, and shall be returned to GREEN IP forthwith upon request unless paid for by the customer.

7.5. The Customer shall indemnify and keep indemnified GREEN IP against any claims or legal proceedings brought against GREEN IP by any third party arising from the use by the Customer of the Services in breach of this Contract.

7.6. For the avoidance of doubt, the Customer acknowledges that it has access to the public switched telecommunications network using exchange lines provided by British Telecommunications plc; and where appropriate, it is responsible for all costs and expenses relating to reprogramming its switch or other least cost routing devices so that it can access the Services.



7.7. For the avoidance of doubt, the Customer acknowledges that it has sole responsibility for all charges relating to the use of the Services regardless of whether such use is authorised, unauthorised, fraudulent or otherwise. The Customer must inform GREEN IP as soon as reasonably practicable if it suspects that fraudulent or unauthorised use of the Services is occurring, although such notification will not limit the Customer's liability to pay the charges as set out herein.

8. Acceptable Usage

8.1. It is a condition of this Contract that Customer should comply at all times with GREEN IP's Acceptable Usage Policy as attached or as may be updated from time to time on GREEN IP's website. If Customer breaches GREEN IP's Acceptable Usage Policy GREEN IP shall be entitled to suspend or restrict Customer's Service and cancel this Contract and/or take such action as detailed in the Acceptable Usage Policy.

9. Fault Resolution

9.1. The Customer shall notify GREEN IP of any material fault in the Service and GREEN IP shall use all reasonable endeavours to remedy the fault as quickly as practicable.

10. Charges and Payment

10.1. In consideration of the Services provided by GREEN IP the Customer shall pay for all charges for the provision of the Services as detailed in GREEN IP's price list (from time to time) (the "Charges").

10.2. The Charges for a given billing period will be calculated by reference to the appropriate band of GREEN IP's tariff structure (which is available for inspection upon request at GREEN IP's office).

10.3. GREEN IP may at any time require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.



10.4. The Charges shall be calculated by reference to data recorded or logged by GREEN IP and not by reference to any data recorded or logged by the Customer.

10.5. Call charges shall accrue from the date on which the Customer commences use of the Service and shall be invoiced monthly in arrears.

10.6. ADSL, line rental and other fixed charges will be billed by GREEN IP one month in advance and GREEN IP shall advise Customer of any Special Rate Number rebates either one month or 3 months in arrears depending on the actual product so that Customer can invoice GREEN IP accordingly.

10.7. All charges which are periodic in nature shall be prorated on the basis of a 28 day or 30 day month (as applicable) and on the basis of the number of days the Services are provided for the first and last calendar month of the Service. All periodic charges are payable one month in advance.

10.8. All sums due to GREEN IP shall be payable by the Customer within 14 days of the date of the relevant invoice but GREEN IP shall have the right to request payment on demand if the Customer fails to make timely payment of any previous invoices. The time of payment of all sums due to GREEN IP shall be of the essence. The Customer shall be deemed to have accepted any invoice if it is not disputed within the said period of 14 days for payment.

10.9. GREEN IP reserves the right to charge daily interest on outstanding amounts until payment in full is received at a rate equal to 8% per annum above Lloyds TSB Base Lending Rate as current from time to time whether before or after judgment. Interest shall accrue notwithstanding termination for any cause whatsoever.

10.10. All charges are exclusive of Value Added Tax for which, if it is applicable, an amount will be added to the Customer's invoice.

10.11. Payment of all sums due to GREEN IP by the Customer shall be made without any set-off or deduction whatsoever.

10.12. GREEN IP may reduce the rates of the Charges at any time with immediate effect and shall have the right to increase the rates of the Charges in GREEN IP's price list from time to time by giving the Customer not less than four weeks' notice in writing.



10.13. For the avoidance of doubt, the Customer shall be liable for all and any telecommunication charges payable to any third party arising out of the Customer's use of the Services.

10.14. Where the price of one product is reduced as part of a product bundle to include another product, GREEN IP has the right to increase the price for that product retrospectively if the Customer discontinues usage of GREEN IP's other product.

11. Termination and Suspension

11.1. GREEN IP shall have the right (not withstanding anything to the contrary expressed or implied elsewhere in this Contract) to terminate this Contract with immediate effect if:

11.1.1. the Customer fails to make any payment when it becomes due to GREEN IP, or is in breach of this Contract (and in the case of a remediable breach, fails to remedy the breach within a reasonable period of time specified by GREEN IP);

11.1.2. a force majeure event (as described in clause 15) occurs and continues for a period exceeding 3 months.

11.1.3. any licence or agreement pursuant to which GREEN IP provides the Services expires or is revoked; or 11.1.4. a licence under which the Customer has the right to run its telecommunications system is revoked or amended (and not replaced by an equivalent licence or right) so that GREEN IP is not permitted by law to provide the Services to the Customer; or

11.1.5. GREEN IP believes that the Services are being used in a way that is forbidden by Clause 7, or

11.1.6. an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Customer or if a receiver or trustee is appointed of the Customer's estate or (the Customer being a company) a voluntary arrangement is approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the Customer's assets or undertaking or a resolution or petition to wind up the Customer is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the Court or a creditor to appoint a receiver,

administrative receiver or administrator or to present a winding-up petition or make a winding-up order.

11.2. If this Contract is terminated by GREEN IP pursuant to Clause 11.1, the Customer shall pay to GREEN IP all arrears of Charges and any other sums due to GREEN IP under this Contract.

11.3. If the Customer wishes to cancel this Contract (whether in whole or in part) at any time prior to or subsequent to connection, GREEN IP will agree to accept such cancellation upon written notice, subject to the Customer paying any outstanding Charges. GREEN IP make charges directly associated with cancellation or termination. A standard cease charge will always apply, if the service is still in contract there is also an additional early termination fee.

11.4. GREEN IP reserves the right to terminate the Contract immediately at any time due to abuse and/or material breach of the Contract or breach of GREEN IP's Acceptable Usage Policy (which Customer acknowledges it has read).

11.5. Upon termination any fees pre-paid by the Customer for unused time remaining less any charges outstanding on Customer's account, will be calculated and returned to Customer either by the same method as they were paid or by cheque (at GREEN IP's discretion).

11.6. GREEN IP may at its sole discretion and without prejudice to any rights it may have to terminate this Contract upon giving notice to the Customer either orally (confirming such notification in writing) or in writing, elect to suspend forthwith provision of the Services until further notice in the event that

11.6.1. GREEN IP is entitled to terminate this Contract pursuant to clause

11.1 or 11.6.2. GREEN IP is entitled to suspend provision of any other telecommunications service under the terms of any other agreement between GREEN IP and the Customer; or 11.6.3.

GREEN IP is obliged to comply with an order, instruction or request of Government, an emergency services organisation or other competent administrative or regulatory authority which affects its ability to provide the Service; or

11.6.4. maintenance or emergency works (as defined in Schedule 2 of the Act) must be carried out on the equipment or for operational reasons or 11.6.5. GREEN IP reasonably believes that the Customer will fail to pay any amount due under this Contract.

11.7. If during the Minimum Service Period, Customer terminates the Contract or any Service under it other than pursuant to Clauses 2.2 and 3.5, GREEN IP may at its discretion charge the Customer the following charges which shall be due in addition to any sums then due or owing to GREEN IP under this Contract:

11.7.1. in the case of line rental, Customer shall pay 100% of the rental charges that would have become payable in the period from the date of termination to the end of the Minimum Service Period ("the Remainder").

11.7.2. in the case of discounted call rates, Customer shall pay the equivalent of 20% of the average monthly calls (calculated from the date of the Commencement of Service to the date of termination) for each month of the Remainder. For the avoidance of doubt, this sum shall also become payable where the Customer does not cancel the line rental but diverts call traffic in breach of its obligations under Clause 5.4, such sum to be 20% of the average sums that would have been payable (averagely monthly calls) had the calls not been diverted, from the date of the first diversion to the end of the Minimum Service Period.

11.7.3. in the case of broadband, Customer shall pay 100% of the basic charges that would have become payable for each month of the Remainder, cease fee and early termination fee.

11.7.4. where the Customer has a package of Services comprising line rental and discounted calls and/or other services, the sums set out in Clauses 11.7.1, 11.7.2 and 11.7.3 may be charged by GREEN IP.

11.7.5. where GREEN IP has provided installation of equipment free of charge or at a discounted rate for certain packages, or Services, payment of such installation at GREEN IP's standard rate for installation may also be charged by GREEN IP.

11.8. Any exercise by GREEN IP of its right of suspension in respect of an event referred to in this Clause 11 shall not exclude GREEN IP's right subsequently to terminate this Contract.

11.9. In the event a suspension is implemented as a consequence of the breach, fault or omission of the Customer, the Customer shall reimburse



GREEN IP for all reasonable costs and expenses incurred in the implementation of such suspension and/or the recommencement of the provision of the Services as appropriate.

11.10. GREEN IP shall not be liable to the Customer for any charges incurred by the Customer for the use of other telecommunications services whether provided by GREEN IP or any other person during any period of unavailability arising as result of GREEN IP suspending the Services.

12. Termination of Lease Lines

12.1. The contract may be terminated by either GREEN IP or the Client at any time by 3 x calendar months' notice in writing to the other. GREEN IP (without prejudice to its other rights) may terminate the Contract forthwith in the event that:

12.1.1 The Client fails to make any payment when it becomes due to GREEN IP or shall default in due performance or observance of any obligation under the Contract or any other contract with GREEN IP or an Associated Company and (in the case of remedial breach) fails to remedy the breach within a reasonable time specified by GREEN IP in its written notice so to do; or

12.1.2. an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Client or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order.

12.1.3. Save as set out in this Condition the rights, liabilities and obligations of the Client and GREEN IP shall cease on termination of the contract save in respect of any accrued rights or liabilities and the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination including without limitation Conditions as set out below:

12.1.4. The Client undertakes to GREEN IP that:

- i. The services and the GREEN IP Network will only be used in accordance with the contract;



- ii. Only the Client and Users shall use the Services and the GREEN IP Network and no other person shall be suffered or permitted to use the same;
- iii. Upon the termination of the Contract, no attempt shall be made to make calls via the Services or otherwise to use the GREEN IP network;
- iv. The Services Literature and any other instructions regarding the use of the Services and the GREEN IP Network as may be notified to the client by GREEN IP from time to time shall be complied with promptly and such literature and instructions shall be deemed to form part of the Contract.

12.1.5. If the contract is terminated by either party here to, the client shall:

- i. Pay to GREEN IP all arrears of charges together with any interest payable under the contract up to the date of termination;
- ii. Return to GREEN IP all equipment owned or provides by GREEN IP and/or allow GREEN IP access forthwith to the Client's premises for the removal of any GREEN IP Access Equipment.

13. Consequences of Termination

13.1. On termination by either party of any part of the Services under Clause 3, 11 or 16, the Customer shall:

- 13.1.1. Immediately stop using the relevant Services and equipment; and
- 13.1.2. allow GREEN IP to enter any Site(s) during normal business hours to remove any relevant equipment.
- 13.1.3. The Customer's obligations in respect of the equipment shall continue until GREEN IP has removed the relevant equipment.

13.2. If the Customer terminates the Contract during the Minimum Service Period, the Customer shall pay an early termination fee pursuant to Clause 11.7.

13.3. On termination by either party of any part of the Services, GREEN IP shall, at the request in writing of the Customer, comply with its licence conditions in relation to arrangements for the telephone number(s) previously provided to the Customer under the terminated Services to be transferred to another telecommunications operator nominated by the Customer.



13.4. On termination by either party of any part of the Services, the Customer shall comply with its obligations in respect of intellectual property rights pursuant to Clause 15.

14. Limitation of Liability

14.1. Neither party is liable to the other party except as expressly set out in this Contract and has no other obligation or liability whatsoever in contract, tort or otherwise to the other party.

14.2. GREEN IP shall not be liable under or in connection with this Contract whether in contract, tort or otherwise (including liability in negligence) for any indirect or consequential loss. Nor shall GREEN IP be liable under or in connection with this Contract, whether in contract, tort or otherwise (including liability in negligence) for corruption or destruction of data, any loss of business, revenue or profits, actual or anticipated savings or for any financial loss (in each case whether direct or indirect) whatsoever, howsoever arising.

14.3. Nothing in this Contract shall exclude or restrict GREEN IP's liability for death or personal injury resulting from the negligence of GREEN IP or its employees or for fraud.

14.4. Insofar as any part of the Services depends on or is supplied by other telecommunications operators (including, but not limited to, British Telecommunications plc or another carrier) GREEN IP is not responsible for their reliability or quality unless GREEN IP is at fault.

14.5. GREEN IP will not be liable to the Customer for any failure to comply with its obligations under this Contract to the extent that this liability arises as a result of the failure of the Customer to fulfil its obligations under this Contract.

14.6. The Customer must ensure that it complies at all times with all laws and obligations, including any licence under the Act which is applicable to the Customer. GREEN IP will have no liability under this Contract for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations.

14.7. GREEN IP's liability in contract, tort or otherwise arising out of or in connection with the performance of GREEN IP's obligations under this Contract



shall be limited to £10,000 for any one incident or series of incidents and £500,000 in aggregate.

14.8. The Customer shall indemnify and keep indemnified GREEN IP against all and any claims, losses, damages, costs and other liabilities which GREEN IP may incur or may be established or brought against it by reason of any claim against GREEN IP by any third party arising out of or in connection with this Contract or the use of the Services.

14.9. The Customer indemnifies and will keep GREEN IP fully and effectively indemnified against all and any losses, claims, damages, costs, charges, expenses and other liabilities which GREEN IP may sustain or incur or which may be brought or established against it by any person and which in any case arise out of or in relation to or by reason of:

14.9.1. any breach by the Customer of its obligations under this Contract; and/or

14.9.2 the negligence, recklessness or unlawful misconduct of the Customer in the performance of its obligations under this Contract.

14.10. In order to minimise the risk of any losses in the event that GREEN IP is unable to provide the Services due to a Technical problem in relation to the telecommunications network by which the Services are provided, the Customer must be aware of and follow the procedure for diverting calls over an alternative network as will be notified to the Customer from time to time.

14.11. In the event that GREEN IP fails to provide the Services and the Customer diverts or allows the diversion of traffic to another service provider, GREEN IP shall not be responsible for any costs or expenses arising as a result of such diversion of traffic including, without limitation, such service provider's charges.

14.12. Neither the Customer nor GREEN IP shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including, without limitation, any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or



labour dispute, the act or omission of Government, highways authorities, other telecommunication operators or administrations or other competent authority, war or military operations.

14.13. The provisions of this Clause 14 shall continue to apply notwithstanding termination of this Contract. Each sub-clause of this Clause 14 shall be construed individually.

15. Information, Confidentiality and Intellectual Property Rights

15.1. Subject to Clause 15.3, the Customer will promptly provide to GREEN IP (free of charge) any information which GREEN IP may require to enable it to proceed with the performance of its obligations under this Contract including any information which GREEN IP may reasonably request for the purposes of credit verification and debt collection. The Customer permits GREEN IP to use such information and to provide it to third parties acting on behalf of GREEN IP for such purposes.

15.2. Subject to clause 15.3, neither the Customer nor GREEN IP will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Contract and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient or which is disclosed in compliance with a law or an order of the court or a competent regulatory authority.

15.3. Both parties shall fully comply with data protection laws in force from time to time insofar as they relate to the Contract and shall procure that their employees shall observe such laws.

15.4. This clause 15 shall remain in effect for two years after the termination of this Contract.

15.5. All legal and beneficial intellectual property rights, whether registered or unregistered, including all copyrights, database rights, trade marks, patents, service marks, trade secrets and know-how, in whatever form in the Services or equipment shall remain at all times GREEN IP's property or the property of its licensor.



15.6. The extent that it is so entitled; GREEN IP grants the Customer a non- exclusive non-transferable licence to use such intellectual property rights for the sole purpose of using the Services or equipment. The Customer shall not reproduce any software provided by GREEN IP, save that the Customer shall be entitled to make a single back-up copy for security purposes only. The Customer shall not modify, adapt, translate, reverse engineer or disassemble the software, except to the extent permitted by law.

15.7. Copyright, database rights and any other relevant intellectual property rights in all documents, material, drawings and information in whatever form, including if applicable any access or source codes supplied to the Customer in connection with this Contract, shall remain vested in GREEN IP or the owner of the rights. Such documents, material, drawings and information are confidential and shall not be copied, disclosed or used (except for the purpose for which they were supplied) without GREEN IP's prior written consent.

15.8. The Customer shall not be entitled to use any trade marks or service marks of GREEN IP without the prior written agreement of GREEN IP.

15.9. Upon termination for whatever reason of the Services in respect of which any intellectual property licence or right of use is granted under this Clause 15, that licence or right of use shall terminate immediately and the Customer shall, as specified by GREEN IP, immediately return to GREEN IP or destroy all copies of any documents, material, drawings and information in the Customer's possession or control which describe or contain the relevant intellectual property, are not in the public domain and have been received directly or indirectly from GREEN IP. Class Telecommunications

16. Force Majeure

16.1. Neither party shall be obliged to carry out any obligation under this Contract where performance of such obligation is prevented due to any cause beyond that party's reasonable control, including, but not limited to, failure or shortage of power supplies, labour shortage or labour dispute, the order, instruction, request, act or omission of government, an emergency services organisation, actions or omissions of other communications services operators or administrations or other competent



authority, legal or statutory obligations, the obstruction by a third party of line of sight between microwave installations, or difficulty, delay or failure in manufacture, production or supply by third parties of either equipment or services or both resulting from the same or a similar type of force majeure cause.

16.2. If any cause under Clause 16.1 lasts for more than ninety days and prevents either party from performing all or a material part of its obligations during that period either party may, by giving fourteen days' written notice to the other party, terminate any Service affected by that cause without the Customer being required to pay any termination charges.

16.3. The Minimum Service Period for any Service affected by a cause referred to in Clause 16.1 shall be extended by the same period of time as the cause continues.

17. Information, Privacy and Data Protection

17.1. By entering into the Contract, the Customer expressly agrees to the use of personal data for the purposes and on the basis set out below.

17.2. GREEN IP guarantee that any personal information Customers sent online will be kept secure when received by GREEN IP.

17.3. Information Customer provides to GREEN IP must be true, accurate and complete. Customer agrees to inform GREEN IP of any changes in its details (contact details, address, telephone number or email address) by emailing: accounts@Green IP Ltd.co.uk

17.4. GREEN IP will use the information Customer gives it, and information arising from GREEN IP's dealings with Customer ("personal data") to enable GREEN IP to perform its obligations to Customer. GREEN IP may also analyse Customer's personal data, for example, for marketing and market research purposes.

17.5. GREEN IP will comply with its statutory obligations in relation to Customer's personal data, and GREEN IP will not pass on any "sensitive personal data" (as defined in the Data Protection Act 1998) without Customer's prior consent. However, it may be necessary to pass those details on to GREEN IP's suppliers and suppliers to British Telecommunications plc so the goods/services can be provided – if it is necessary to pass on any details



to such suppliers, GREEN IP will only pass on the minimum details that are required.

17.6. Customer has the right to ask GREEN IP for a copy of its personal data, and to ask GREEN IP to correct any mistakes.

17.7. Customer may request GREEN IP at any time during the Contract to block call line identification (CLI) and GREEN IP will then block CLI on a specific line or lines within 28 days of request.

17.8. GREEN IP may monitor or record calls for training or to improve the quality of its customer service.

17.9. For GREEN IP's policy on itemised billing, the Customer is referred to GREEN IP's service literature.

17.10. GREEN IP processes certain types of traffic data as described in the Privacy and Electronic Communications (EC Directive) Regulations 2003, such as call data records received from its suppliers. This data is processed by GREEN IP to enable it to be able to accurately bill the Customer.

17.11. If the Customer is an individual about whom GREEN IP processes personal data (as defined in the Data Protection Act 1998), the following shall apply:

17.11.1. GREEN IP may process such personal data for the purposes of administering the relationship with the Customer and, as part of its use of such data, may transfer that data to other GREEN IP affiliates in jurisdictions outside the EEA which do not provide the same level of protection for personal data as exists within the EEA.

17.11.2. GREEN IP may also, from time to time, use such personal data to provide the Customer, whether by telephone or facsimile or electronic mail or other means of communication, with details of products and services of GREEN IP and/or GREEN IP Affiliates which may be of interest to the Customer. Customer hereby expressly consents to such communications and acknowledges that it may opt-out of this service at any time by emailing info@GreenIPLtd.co.uk

17.12. GREEN IP maintain records of all contracts, and if Customer so request, GREEN IP will provide Customer with a copy of any contract between GREEN IP and Customer entered into within the last 24 months.



17.13. GREEN IP can if requested arrange for Customer's telephone number(s) to be listed with British Telecom Directories

18. Notices

18.1. Any notice given under this Contract, except a notice of a fault, must be in writing and may be delivered by hand or by prepaid post to the addressees at the following addresses:

18.1.1. To GREEN IP, at the address as shown on the last invoice rendered to the Customer or such other address as GREEN IP may nominate for that purpose;

18.1.2. To the Customer, at the address notified to GREEN IP as the address to which notices or invoices may be sent or the Customer's usual or last known address or its registered office.

18.2. Any notice shall be deemed to have been made to the other party if delivered by hand, when delivered; if posted by pre-paid post, on the second working day following posting.

19. Complaints

19.1. The addresses to which Customer should write if it has any complaint are: Green IP, Unit 4 Glenmore Business Park, Blackhill Road, Holton Heath, Poole, Dorset BH16 6NL - sales@greenip.co.uk

19.2. If Customer has any questions about these terms and conditions or any questions about GREEN IP's services it should email: sales@greenip.co.uk

20. Description

GREEN IP does its best to ensure that the descriptions and illustrations of the goods and services it supplies are fair, honest and accurate. It shall be the Customer's responsibility to ensure that the terms of any order are accurate and that the goods and services ordered are appropriate for the Customer's purposes.

21. Warranties Equipment/Goods Supplied

21.1. GREEN IP warrants that the equipment/goods:

- are safe for normal use
- are fit for normal use and purposes stated in the specification
- comply materially with the written description given on the GREEN IP website.

21.2. All equipment/goods are guaranteed for a period of 12 months from the date of the commencement of the Contract.

21.3. The warranties given in these conditions are the only warranties provided by GREEN IP and all conditions or warranties or other terms implied by statute or common law are excluded to the maximum extent permissible by law

22. GREEN IP's Service Obligations

22.1. GREEN IP will provide the Services with the reasonable degree of skill and care of a competent telecommunications service provider.

22.2. GREEN IP warrants that the Services:

- will be provided using reasonable skill and care
- are fit for normal use in accordance with GREEN IP's Acceptable Use Policy
- comply materially with the written description given in its service literature.

22.3. Customer acknowledges that GREEN IP's provision of the Services and its ability to provide the service is dependent on British other suppliers and

its ability to provide certain parts of the service to GREEN IP. GREEN IP cannot warrant

that the Services will be free of interruption or that transmission of information through the Services will be secure.

22.4. It is not technically possible to provide the Services free from errors and/or faults and GREEN IP does not undertake to do so. GREEN IP operates a support facility to enable errors and/or faults to be reported and resolved but GREEN IP cannot warrant that all errors and/or faults will be corrected. This support facility shall be Customer's sole remedy in respect of and GREEN IP's sole responsibility for errors in the Services and/or a breach of any warranty by GREEN IP in this Clause 21



23. General

23.1. The Customer shall not assign or delegate or otherwise deal with any of its rights and obligations under this Contract without GREEN IP's prior written consent given by a duly authorised representative, such consent not to be unreasonably withheld or delayed. GREEN IP shall have the right to assign or otherwise delegate all or any of its rights and obligations to any other person upon serving notice to the Customer. No person who is not a party to this agreement (including without limitation any employee or agent of either party) shall have the right to enforce any of its terms, whether under the Contracts (rights of thirds parties) Act 1999 or otherwise.

23.2. This Contract represents the entire agreement in relation to the subject matter of this Contract between GREEN IP and the Customer and supersedes all other agreements and representations made by either party whether oral or written.

23.3. Failure by either party to exercise or enforce any right conferred by this Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion

23.4. Other than defined terms, words and expressions have their normal English meaning as they would be understood by a reasonable person in the context of this contract

23.5. This Contract shall be governed by and construed and interpreted in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

23.6. If any provision of this Contract is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Contract shall, to the extent permissible by law, remain legal, valid and enforceable.

23.7. Notwithstanding any other provision of this Contract, GREEN IP may change the terms of this Contract at any time by notice in writing to the Customer.

23.8. If GREEN IP makes a mistake in any bill, it will correct it as soon as the mistake comes to GREEN IP's attention, and GREEN IP will, if appropriate, refund any money to Customer promptly.



23.9. Unless the Contract states otherwise in writing, the benefit of this Contract is personal to the Customer and only the Customer can enforce the contractual terms. GREEN IP may use subcontractors to perform its obligations under this Contract.

Green IP LTD

Tel: 0203 375 2570

Email: sales@greenip.co.uk