

## Standard Terms and Conditions of Business

### 1. Definitions

1.1 In these Terms and Conditions, the following terms and phrases shall have the following meanings:

**“amatis Networks”** means amatis Networks Limited, its trading divisions, subsidiaries or associated companies.

**“amatis Networks Affiliate”** shall mean any company of which amatis Networks is a Subsidiary, any Subsidiary or Associate of that company and any Subsidiary or Associate of amatis Networks.

**“AUP”** means the Acceptable Use Policy as published on the amatis Networks web site

**“Charges”** shall mean together the Connection Charge and/or Service Charge payable by the Customer to amatis Networks for a Service as set out in the applicable Service Order and revised from time to time in accordance with Clause 3.

**“Confidential Information”** shall mean all information (in whatever format) designated as such by either Party or any information which relates to the business, affairs, customers, products, developments, trade secrets, know-how and personnel of either Party and which may reasonably be regarded as the confidential information of the disclosing Party.

**“Connection Charge”** shall mean the connection charge (together with any applicable Excess Construction Charge) set out in a Service Order.

**“Customer Equipment”** shall mean equipment, systems, cabling and facilities provided by the Customer and connected to the Service Equipment or the Network to obtain the Service.

**“Customer Site”** shall mean any premises owned, leased or licensed by the Customer and specified in a Service Order at which the Service is to be provided.

**“Force Majeure Event”** shall mean any cause beyond a Party's reasonable control affecting the performance of its obligations hereunder including but not limited to fire, flood, adverse weather conditions (including lightning, storm, tempest, earthquake, snow, ice and naturally occurring floods), explosion, accident, war, strike, embargo, acts of any governmental authority (including refusal or revocation of any licence or consent), Act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, inability to secure materials, power failure, industrial disputes (excluding disputes involving the employees of either Party) and acts or omissions of other providers of telecommunications services.

**“Goods”** means all equipment or software supplied by amatis Networks to the Customer as described on the Service Order.

**“Network”** shall mean the telecommunication system over which amatis Networks provides the applicable Services.

**“Services”** shall mean the communication or data services more particularly described on the Service Order.

**“Service Charge”** shall mean the recurring charge for use of the Service as set out in the applicable Service Order.

**“Service Commencement Date”** means the date a Service as set out in the applicable Service Order is declared as ready for service by amatis Networks.

**“Service Equipment”** shall mean any equipment, or cabling provided by amatis Networks to the Customer and installed at the Customer Site in order to enable the Customer to connect to the Network and use the Service. Service Equipment shall not include the Network or any equipment which is the subject of a separate supply contract between amatis Networks and the Customer.

**“Service Order”** shall mean a request for Services to be provided under the terms of these Terms and Conditions.

**“Service Term”** shall mean, in relation to any particular Service, the period from the Service Commencement Date to include a minimum of twelve full months from the end of the month in which the Service commences, or such longer period as defined in the Service Order.

**“SLA”** means the Service Level Agreement relating to the specific Service provided to the Customer by amatis Networks.

1.2 The headings of clauses and paragraphs in this document are for ease of reference only and shall not be taken into account in the construction or interpretation of the clauses to which they refer.

1.3 In this document, words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate and in each case vice versa.

1.4 References to a particular Clause are to be construed as references to clauses of these Terms and Conditions.

1.5 References to any statute, statutory provision or other enactment include a reference to that statute, provision or enactment as from time to time amended, extended or re-enacted.

1.6 The words “include” or “including” are to be construed without limiting the generality of any preceding words.

## 2. Service Provision

2.1 The Customer may from time to time deliver Service Orders to amatis Networks. Any Service Order shall be in the form as specified from time to time by amatis Networks and notified to the Customer or such other form as the Customer may deliver to amatis Networks and amatis Networks may at its discretion accept.

2.2 Each Service Order shall be binding on both parties only after it is accepted and signed by amatis Networks, such acceptance to include the carrying out to amatis Networks' satisfaction of appropriate credit checks against the Customer. Except as otherwise agreed by the parties, the Customer shall not be obliged to submit, nor shall amatis Networks be obliged to accept, any Service Order.

2.3 Unless otherwise agreed in writing, any request by the Customer for cancellation or rescheduling of any order shall be subject to acceptance by amatis Networks at its sole discretion, and subject to a reasonable administration charge. The Customer hereby agrees to indemnify amatis Networks against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, (including the cost of labour and materials used and overheads incurred), loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by amatis Networks arising out of or in connection with the order and its cancellation or rescheduling.

2.4 Upon amatis Networks' request, the Customer will make a deposit as specified by amatis Networks as security for the payment of any Charges, as a condition to amatis Networks' acceptance of any Service Order, or as a condition to amatis Networks' continuance of delivery of any Service. amatis Networks shall refund any balance of the deposit to the Customer where it ceases to provide the relevant Service provided the Customer has paid any outstanding Charges.

2.5 amatis Networks shall provide and maintain each Service during the Service Term in accordance with any applicable SLA.

2.6 amatis Networks may for operational reasons substitute or change the technical specification of a Service, provided that any change does not materially affect the performance of the Service and amatis Networks provides the Customer with details of such changes prior to their implementation.

2.7 amatis Networks may withdraw or discontinue a Service by giving 3 months' notice to the Customer where continued provision of the Service is no longer technically or commercially viable.

2.8 Delivery and/or installation of Goods supplied shall take place at the Customer Site or, if different, the place specified in the Service Order.

2.9 amatis Networks may use amatis Networks Affiliates or sub-contractors to perform some or all of its duties and/or obligations to deliver Services.

### 3. Payment

3.1 The Customer shall pay the Charges for the Services set out in the Service Orders.

3.2 Payment for all Services, unless otherwise agreed in writing, shall be made by Direct Debit.

3.3 Unless otherwise stated in a Service Order, the Charges for a Service shall not be increased during the Service Term.

3.4 amatis Networks shall be entitled, effective from the expiry of the Service Term, to increase Service Charges for a Service upon one month's written notice to the Customer.

3.5 Connection Charges for a Service shall accrue on the date of acceptance of a Service Order pursuant to Clause 2.2 and may be invoiced on acceptance or at any time thereafter.

3.6 Service Charges for a Service shall accrue from the Service Commencement Date (whether or not they are part of a larger project or network / service roll out) and will be invoiced in advance unless otherwise stated in the Service Order. Service provided for part of a month from the date of commencement will be charged on a pro-rata basis to the end of that month, followed by a minimum of 12 full months' charges.

3.7 amatis Networks shall retain full title to all Goods supplied to the Customer unless and until the Customer has paid all sums owing to amatis Networks for the Goods.

3.8 All invoices shall be paid within 30 days of the date thereof or, if sooner, before the start of the service period.

3.9 Interest shall accrue on overdue invoices from the due date until payment (whether before or after judgment) at the rate of 4% above Barclays Bank base rate per month. Interest shall accrue notwithstanding termination of any Service provided by amatis Networks to the Customer for whatever reason.

3.10 All sums due to amatis Networks are exclusive of value added tax and any other applicable sales tax or duty which shall be invoiced and payable at the then prevailing rate.

3.11 In the event that the Customer fails to make payment of any invoices in accordance with Clause 3.8, amatis Networks shall be entitled in addition to any other right of remedy which it might have under these Terms and Conditions or otherwise at law to set off any sums owing to it from the Customer against any deposit provided to it in accordance with Clause 2.3.

3.12 The Customer hereby acknowledges and agrees that its obligations to pay all amounts and charges due, and the rights of amatis Networks to such payments shall be absolute, unconditional and irrevocable and shall not be affected by any circumstances of any character, including, without limitation, any set-off, abatement, counterclaim, suspension, recoupment, reductions, rescission, defence or other right or claim that Customer may have against amatis Networks.

3.13 As part of the provision of certain Services, amatis Networks (and/or its suppliers) will conduct site survey(s) to ascertain whether cabling and/or associated infrastructure is required to be installed at the Site(s) in order to provision these Services and as a result additional costs (known as "ECC's or Excess Construction Charges") may apply.

3.14 Where Excess Construction Charges apply, amatis Networks will submit to the Customer in writing details of what additional works are required and the Charges payable.

3.15 If the Customer does not confirm acceptance in writing of the Excess Construction Charges within ten Working Days of submission by amatis Networks, then the Service Order, in so far as it pertains to the Site that is the subject of the detailed ECCs will immediately be considered cancelled without liability on the part of either Party.

## 4. Service Suspension

4.1 amatis Networks may suspend any and all Services provided to a Customer where the Customer fails to make payment for a Service or, in the reasonable opinion of amatis Networks, has committed a material breach of these Terms and Conditions.

4.2 amatis Networks may, at its sole discretion and without prejudice to any right which it might have to terminate any Service(s), elect to suspend forthwith provision of any Service until further notice in the event that amatis Networks is obliged to comply with an order, instruction or request of government, an emergency service organisation or other competent administrative authority which affects its ability to provide the Service. amatis Networks will contact the Customer by telephone followed by a written letter.

4.3 amatis Networks may from time to time suspend a Service in accordance with any applicable SLA to carry out any necessary maintenance work to the Network or the Service Equipment.

4.4 In the event the suspension is implemented as a consequence of the breach, fault, act or omission of the Customer, the Customer shall pay amatis Networks all reasonable costs and expenses incurred by the implementation of such suspension and/or recommencement of the provision of the Service and amatis Networks may recover any other losses suffered as a result of such breach, fault, act or omission.

4.5 amatis Networks shall not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension pursuant to Clauses 4.1, 4.2 and 4.3 save where the circumstances set out in these Clauses are solely attributable to the negligence of amatis Networks.

## 5. Warranties

5.1 In performing its obligations under these Terms and Conditions, amatis Networks shall at all times exercise the reasonable skill and care of a competent telecommunications operator.

5.2 There are no warranties, representations or agreements, expressed or implied either by operation of law, statutory or otherwise, except those expressly set forth herein and any such implied warranties are expressly excluded.

## 6. Liability

6.1 Subject to Clause 6.4 but notwithstanding anything else in these Terms and Conditions, the Customer's sole and exclusive remedy and amatis Networks' sole liability for unavailability, delay in provision or unsatisfactory performance of a Service shall be payment of any compensation or service credits set out in the applicable SLA.

6.2 Subject to Clauses 6.1 and 6.4, amatis Networks' total aggregate liability to the Customer in respect of all causes of action arising under or in connection with any Service in each calendar year shall be limited to a sum equal to the Charges payable by the Customer to amatis Networks for the Service in that calendar year.

6.3 Subject to 6.1, 6.4 and 6.5 but notwithstanding anything else in these Terms and Conditions, neither Party shall in any event be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for harm to business, lost revenues, loss of anticipated savings or loss of profits or for any other indirect or consequential losses.

6.4 Nothing in these Terms and Conditions shall serve to limit either Party's liability in respect of death or personal injury caused by or arising from that Party's negligence, or for fraud.

6.5 Nothing in these Terms and Conditions shall serve to limit the Customer's liability to indemnify amatis Networks under Clause 8.6, 8.7 or 9.2.

6.6 Should any limitation or provision contained in this Clause 6 be held invalid under any applicable statute or rule of law it shall to that extent be deemed omitted.

6.7 amatis Networks shall in no circumstances (whether before or after termination of any Services provided) be liable to the Customer for any loss of or corruption to data or programs held or used by or on behalf of the Customer and the Customer shall at all times keep adequate backup copies of the data and programs held or used by or on behalf of the Customer.

6.8 Upon the hardware fault of a product supplied to the Client, amatis Networks shall replace or repair the hardware as set out in the applicable SLA. amatis Networks shall reinstall the system to the latest backup of the client or, if non-existent, shall reinstall to its original configuration.

6.9 It is the sole responsibility of the Customer and not that of amatis Networks to provide security with respect to any of the Customer's hardware and software, including the provision of anti-virus protection, unless otherwise stated in any Service Order. The Customer shall be solely responsible for establishing and maintaining user-access security and network access.

6.10 Under no circumstances will amatis Networks be held liable for the corruption of data or system from Virus, Hackers or cause generated from any unauthorised users or security breach. All costs related to the securing of servers shall be borne by the client. Repairing or reinstallation of any software due to this is charged at the rate specified in the then current amatis Networks price list.

6.11 Notwithstanding anything to the contrary, the Customer waives and releases any and all claims and rights of recovery against amatis Networks and its Representatives for liability or damages covered by Customer's insurance policies, as stated in 8.12. The Customer's waiver shall not be limited by the amount of Customer's insurance and shall include the deductible. Further, all claims and rights of recovery by subrogation shall be waived against amatis Networks and its Representatives.

## 7. Term and Termination

7.1 These Terms and Conditions shall take effect from the date of signature and shall continue until Service(s) are terminated by either Party in accordance with this Clause 7.

7.2 Either Party may terminate an individual Service:

(a) for all Fibre Ethernet, EFM and GEA Services, by serving notice in writing to take effect at the end of, or at any time after, the applicable Service Term; the service termination date in all circumstances being three full months from the end of the month in which the cancellation notice is received;

(b) for all other Services, by serving notice in writing to take effect at the end of, or at any time after, the applicable Service Term; the service termination date in all circumstances being one full month from the end of the month in which the cancellation notice is received;

(b) forthwith by notice if, in relation to that Service, the other Party has committed a material breach of these Terms and Conditions and such breach is either incapable of remedy or the other Party has failed to remedy the breach within 30 days of being given notice to do so;

(c) forthwith by notice if a Force Majeure Event affecting that Service continues for a period of at least three months.

7.3 Either Party may terminate any Service(s) by immediate notice to the other Party where:

(a) the other Party has committed a material breach of the terms of these Terms and Conditions and such breach both affects all the Services then provided and is either incapable of remedy or if capable of remedy the other Party has failed to remedy such breach within 30 days of being given notice to do so;

(b) a Force Majeure Event affecting all the Services then provided continues for a period of at least three months;

(c) the other has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other Party becomes

subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business; or

(d) no Services have been provided and no accepted Service Order remains outstanding for fulfilment, for a continuous period of at least three months.

7.4 amatis Networks may terminate all Services or any individual Service on 10 days' written notice to the Customer in the event of a failure by the Customer to pay any invoice falling due in accordance with Clause 3.

7.5 Termination of any Service(s) shall be without prejudice to the Parties' accrued rights and obligations and shall not relieve the Customer of its obligation to pay all Charges due under these Terms and Conditions.

7.6 The provisions of these Terms and Conditions, including Clauses 6, 8.8(g) and 15, which expressly or implicitly have effect after the date of termination, will continue to be enforceable notwithstanding termination of any Service(s).

7.7 Where a disconnection of Services has occurred as a result of Clients non-payment under section 3.6, a reinstatement/reconnection fee will apply to reactivate the Services in addition to full payment of the balance due on the account. Reactivation of the Services will only be performed during Working Hours.

7.8 amatis Networks reserves the right to:

(a) remove the Client's Equipment from the Premises if the Client has failed to remove it after the expiry of the termination date;

(b) exercise a lien over the Client's Equipment in respect of any unpaid Fees beyond the termination date and shall be entitled to sell the Equipment or take ownership from the termination date in order to recoup any unpaid Fees.

## 8. Customer Obligations

8.1 The Customer shall grant or shall procure the grant to amatis Networks of all licences, waivers or consents necessary to permit amatis Networks to install, keep and maintain the Service Equipment at the Customer Site.

8.2 The Customer shall grant or shall procure the grant to amatis Networks of such rights of access to each Customer Site and shall provide to amatis Networks such facilities and information as amatis Networks may reasonably require to enable it to perform its obligations under these Terms and Conditions.

8.3 The Customer shall notify amatis Networks of any existing technical or other facilities including, but not limited to water and gas, which could be damaged during the installation of the Service Equipment at the Customer Site and amatis Networks shall have no liability in respect of any damage or loss arising out of the Customer's failure to comply with its obligations under this Clause 8.3.

8.4 The Customer shall at its own expense comply with amatis Networks' reasonable instructions in relation to the modification of the Customer Equipment to enable the Customer to receive a Service.



8.5 The Customer shall be liable for any and all damage to the Service Equipment or the Network which is caused by:

- (a) the act or omission of the Customer or the Customer's breach of these Terms and Conditions; or
- (b) malfunction or failure of any equipment or facility owned or operated by the Customer or its agents, employees or suppliers, including but not limited to, the Customer Equipment.

8.6 The Customer shall identify, monitor, remove and dispose of any hazardous materials prior to any work being performed by amatis Networks at a Customer Site, and the Customer shall indemnify, defend and hold amatis Networks harmless from any liability incurred as a result of its failure to comply with this Clause 8.6.

8.7 The Customer warrants that it shall ensure that any Customer Equipment connected to the Network and Service Equipment shall comply with all relevant legislation, standards and licence requirements. amatis Networks reserves the right to disconnect any Customer Equipment which is not compliant with any legal or regulatory requirements or is liable to cause death or personal injury or to cause damage to or to impair the Network or Service Equipment. The Customer shall indemnify, defend and hold amatis Networks harmless from any liability incurred as a result of its failure to comply with this Clause 8.7.

8.8 The Customer warrants and undertakes:

- (a) that it shall house the Service Equipment in accordance with amatis Networks reasonable instructions as may be given from time to time;
- (b) that it shall not move, modify, relocate or in any way interfere with the Service Equipment or the Network;
- (c) that it shall not cause the Service Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of amatis Networks;
- (d) that it shall not remove, tamper with or obliterate any words or labels on the Service Equipment;
- (e) that it shall not create or allow any charges, liens, pledges or other encumbrances whatsoever to be placed on the Service Equipment. Title to the Service Equipment shall at all times belong and remain with amatis Networks or the relevant amatis Networks Affiliate;
- (f) that it shall not use the Service Equipment except in accordance with such reasonable written instructions as amatis Networks may from time to time give;
- (g) that, upon termination of a Service, it shall allow amatis Networks access to the Customer Site to remove the Service Equipment. Should any construction or alteration to the Customer Site have occurred to facilitate provision of the Service, amatis Networks shall not be obliged to restore the Customer Site to the same physical state as prior to Service delivery.

8.9 The Customer shall advise amatis Networks in writing of all health and safety at work rules and regulations, of all dangerous objects and substances, asbestos and similar risks, and any other reasonable security requirements applicable at the Customer Site and amatis Networks shall use all reasonable efforts to observe, and to ensure that its employees and authorised representatives observe, such regulations while at the Customer Site, provided that amatis Networks shall not be liable hereunder if as a result of conforming with such regulations amatis Networks is in breach of its obligations under these Terms and Conditions.

8.10 Nothing in these Conditions shall preclude the Customer from providing capacity or other services derived from the Services to third parties without obtaining amatis Networks' consent, provided that any use of such Services shall be subject to the provisions of these Terms and Conditions. The Customer shall at all times remain solely liable for the obligations ascribed to under these Terms and Conditions and the Customer agrees to indemnify, defend and hold amatis Networks harmless against and assumes all liability for all actions, demands, damages or claims of any nature arising out of or resulting from a contractual or other relationship between the Customer and any such third parties as it relates to these Terms and Conditions or the use of the Services.

8.11 To abide by the AUP as published on amatis Networks web site which may change from time to time.

8.12 Customer shall maintain, during the term of all Services provided, the following insurance coverages:

- a) Comprehensive General Liability Insurance,
- b) All-risks insurance, including earthquake, fire, flood and theft, insuring the full replacement cost of Customer Equipment and Service Equipment at or in transit to amatis sites and data centres (including all hardware, software, data records and related re-instatement costs) and any consequential loss arising, and
- c) All applicable Worker's Compensation and Employer's Liability insurance.

## 9. Relocation

9.1 amatis Networks shall have the right upon prior written notice to relocate the Customer Equipment. In the event of an emergency, amatis Networks may relocate the Customer Equipment within such time as may be reasonable and with a telephone call followed by written confirmation as the circumstances reasonably warrant. The site of relocation shall be comparable to the initial location. All reasonable costs of relocating the Customer Equipment and of improving the new area to which the Customer Equipment is being relocated shall be borne by amatis Networks. Upon any such relocation, the right granted by these Terms and Conditions shall be deemed to apply to such portion of the Facility in which the Customer Equipment is then located by amatis Networks.

9.2 Subject to 9.1, amatis Networks reserves the right at its own expense to change the location or configuration of the initial location, provided however that amatis Networks shall not arbitrarily or discriminatorily require such changes. amatis Networks and the

Customer shall work in good faith to minimise any disruption in Customer's services that may be caused by such changes in location or configuration of the initial location.

## 10. Contents of Communications

10.1 The Customer shall only use the Services for lawful purposes and is responsible for all communications and use of the Services. The Customer shall not at any time use (or authorise or suffer any other party to use) the Services:

(a) to receive or transmit material which is in violation of any law or regulation (including the rights of a third party and Internet etiquette of which the Customer is aware);

(b) to, or attempt to, intercept any messages passing over the Network;

(c) knowingly to transmit any messages over the Network (including any viruses) which cause or are likely to cause detriment or harm, to computer systems, networks or otherwise, owned, used or licensed by amatis Networks or other Internet users;

(d) to, or attempt to, transact unsolicited commercial e-mail ("UCE"), including hosting or suffering the hosting of sites or information that is advertised by UCE from a third-party network or supplier; or

(e) for any other illegal or immoral purpose.

10.2 The Customer shall indemnify amatis Networks in respect of all claims and liabilities incurred as a result of a breach by the Customer of Clause 10.1 (including claims by governmental entities seeking to impose penal sanctions)

## 11. Severability

If any provision of these Terms and Conditions is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall to the extent possible remain legal, valid and enforceable.

## 12. Variation

These Terms and Conditions may be amended only in writing signed by both parties, save that amatis Networks may amend them with immediate effect, in order to comply with any law or a ruling or a decision of any regulatory body or any SLA if, and on the terms, stated therein.

## 13. Force Majeure

Notwithstanding anything herein to the contrary, neither Party shall be liable for any delay or failure in performance of any of its obligations under these Terms and Conditions (other than payment obligations set out in Clause 3) to the extent that such delay or failure is attributable to a Force Majeure Event, and the Service Term of any Service rendered unavailable by the Force Majeure Event shall be extended by the time that the Service is rendered unavailable.

## 14. No Partnership

Nothing in these Terms and Conditions and no action taken by the Parties pursuant to this them shall constitute or be deemed to constitute between the Parties a partnership, association, joint venture, or other cooperative entity.

## 15. Confidentiality

15.1 Subject to Clause 15.2, each Party shall:

- (a) only use Confidential Information for the purposes of providing any Service(s); and
- (b) only disclose Confidential Information to a third party with the prior written consent of the other Party; and
- (c) ensure that any third party to whom Confidential Information is disclosed executes a confidentiality undertaking in the terms of this Clause 15.

15.2 The provisions of Clause 15.1 shall not apply to any Confidential Information which:

- (a) is or comes into the public domain other than by breach of this Clause 15;
- (b) is or has been independently generated by the recipient Party;
- (c) is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory body.

## 16. Assignment

16.1 Subject to Clauses 8.10 and 16.2, neither Party may assign any of its rights under these Terms and Conditions without the written consent of the other (which consent shall not be unreasonably withheld or unduly delayed)

16.2 amatis Networks may assign any and all of its rights and obligations hereunder on written notice to the Customer to any amatis Networks Affiliate or any other person or entity that purchases all or substantially all of the assets or business of amatis Networks.

## 17. No Waiver

Failure by either Party to exercise or enforce any right conferred by these Terms and Conditions shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise of enforcement of any such or other right on any later occasion.

## 18. Notices

All notices shall be in writing and shall be delivered by hand or by prepaid recorded or registered post or facsimile transmission (immediately confirmed by post) to the other party's registered address or as may be notified by the other party in writing.

Such notices shall be deemed to have been served immediately if delivered by hand or 48 hours after such posting or such transmission.

## 19. Entire Agreement

These Terms and Conditions, combined with any applicable Service Order(s), expresses the entire understanding of the Parties relating to its subject matter and supersedes all previous written or oral agreements, understandings, or representations (unless fraudulently made) insofar as they relate to its subject matter.

## 20. Governing Law

These Terms and Conditions shall be governed by English law and the Parties shall submit to the non-exclusive jurisdiction of the English courts.

## 21. Law and Arbitration

21.1 These Conditions and all Agreements are subject to the laws of England.

21.2 These Conditions incorporate the provisions for arbitration if any are available under any Code of Practice issued by the Network Operator under the provision of its licence. Any dispute which may arise between the parties concerning these Terms and Conditions shall be determined either in accordance with such arbitration procedure, if any, or by the High Court of Justice in England and the parties hereby submit to the exclusive jurisdiction of that court for such purpose.