

THE BROADBAND SERVICE

In this Addendum:

"Broadband Service" means any broadband access provided as part of the Service

Terms defined in the EMTEL terms and conditions will where the context admits have the same meaning in this Addendum

Any broadband Service installed or provided under a Contract may be obtained by us from a Wholesale Carrier. If so, then the Customer will be bound by and shall comply with not only these terms and conditions but also any additional or more onerous terms and conditions that may be imposed on end users by the terms and conditions of the Wholesale Carrier as in force at the relevant time. We will provide you with a copy of those terms and conditions of the Wholesale Carrier on request.

The Unlimited broadband service is subject to our fair usage policy, and must not be used to download more than 500Gb in any calendar month.

4 Provision of the Broadband Service

- 4.1 The provision of the Broadband Service to the Customer will be subject to the characteristics of the Customer's access connection and the Wholesale Carrier may determine that it is not possible to supply the Broadband Service over the Customer's access connection. Where this is the case we will immediately terminate the Broadband Service part of the Contract. EMtel will not be liable to the Customer for such termination.
- 4.2 Except as otherwise expressly permitted under the Contract, the Customer may not: (1) modify the Broadband Service without our prior written consent; (2) redistribute, copy, or use the Broadband Service, or transfer rights to the use of the Broadband Service to any third party; (3) disclose details of the Broadband Service to any third party without our prior written consent; (4) use the Broadband Service except in conjunction with our recommended guidelines.
- 4.3 We shall use all reasonable endeavours to comply with the Customer's reasonable requests in respect of installation but EMtel's or the Wholesale Carrier's decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting EMtel Equipment shall be final and binding.
- 4.4 We shall use all reasonable endeavours to provide and install or procure the provision and installation of EMtel Equipment at the Site so the Broadband Service can be provided on or before any installation date specified or agreed to by us. Any installation date is an estimate only and EMtel shall not be liable for any failure to meet such installation date.
- 4.5 Installation of the Broadband Service may be subject to a survey carried out by us or the Wholesale Carrier and the Broadband Service may not be provided where the survey carried out is incomplete or unsatisfactory.
- 4.6 Provision of our Broadband Service may be supplied by alternative Internet Service Providers. In such cases, these suppliers shall be authorised to act on our behalf in respect of installation, Broadband Service provision, supply of EMtel Equipment and support for the Broadband Service. Support for the Broadband Service is available from us or from the nominated Broadband Service provider. Contact details will be notified to the Customer from time to time.

5 Use of the Broadband Service

- 5.1 The Customer must not use the Broadband Service: (1) to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights; (2) to send or procure the sending of any unsolicited advertising or promotional material other than in the case of the Customer to its own customers; (3) in a way that does not comply with any instructions EMtel or the Wholesale Carrier has given; or (4) in a way that in our reasonable opinion could materially affect the quality of any service, including the Broadband Service, provided by us or the Wholesale Carrier.
- 5.2 We will be entitled to suspend the Broadband Service or terminate the Contract where we, in our absolute discretion, believe the Customer is in breach of any provisions of clause 5.1.
- 5.3 The Customer acknowledges and accepts the following technical limits relating to the Broadband Service: (1) broadband is not currently available in all areas of the United Kingdom (2) transmission performance of some metallic local loops or other technical issues may mean that it is technically impracticable to provide Broadband Service even within an area in which broadband is theoretically available; (3) some technical limitations may not become apparent until after the Broadband Service has been installed and working for some time. In such circumstances the Broadband Service for some individuals may need to be withdrawn.
- 5.4 The Customer shall not allow any simultaneous access to the Broadband Service using the same log-in and shall not allow use of an e-mail address by anyone other than the specific individual, company, division, department or other entity for which it was provided.

6 Charges

- 6.1 We may make an additional charge on our own behalf or on behalf of the Wholesale Carrier in the following circumstances: (1) where it is necessary to relocate the telephone master socket to provide the Broadband Service; (2) where EMtel or the Wholesale Carrier are unable to gain access to the site to carry out installation of the Broadband Service or if the installation is aborted, an abortive visit charge may be payable; (3) where EMtel or the Wholesale Carrier provide the support to the Customer outside its

normal support times in supply of the Broadband Service; (4) where a fault relates to the equipment other than the supplied equipment; (5) where certain order information provided by the Customer is illegible, inaccurate or incomplete an administration fee may be charged; (6) an abortive visit charge may be incurred where incorrect information supplied by the Customer means it is technically impractical to provide the Broadband Service over the Customer's access connection.

- 6.2 All charges are payable monthly or quarterly in advance. An invoice will be rendered to the Customer following acceptance of the Customer's initial order and the Broadband Service will not be provided until payment of that invoice has been received by us. Invoices for subsequent periods shall be paid by the Customer on or before expiry of the preceding period.

7 Customer obligations

- 7.1 To allow the installation and use of EMtel Equipment at the Site, the Customer will at the Customer's own expense: (1) obtain all necessary consents, including consents for any necessary alterations to buildings; (2) take up or remove any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as EMtel or the Wholesale Carrier advises are necessary, and carry out afterwards any making good or decorator's work required; (3) provide any electricity and connection points required by us or the Wholesale Carrier. The criteria above must be completed in advance of any installation work.
- 7.2 We shall supply the Customer with the relevant information to enable the Customer suitably to prepare the Site for delivery and installation of EMtel Equipment. The Customer shall at their own expense provide suitable accommodation, assistance, facilities and environmental conditions for EMtel Equipment and all necessary electrical and other installations and fittings.
- 7.3 A secure electricity supply is required at the Premises for the installation, operation and maintenance of EMtel Equipment at such points and with such connections as specified by us. Unless otherwise agreed, this power supply is to be provided by the Customer. We shall not be responsible for interruption or failure of the Broadband Services caused by a failure of such power supply.
- 7.4 The Customer is responsible for EMtel Equipment and must not add to, modify or in any way interfere with it nor allow anyone else (other than someone authorised by us) to do so. The Customer will be liable to us for any loss of or damage to EMtel Equipment, except where loss or damage is due to fair wear and tear or is caused by us or anyone acting on our behalf.
- 7.5 Any Customer Equipment connected to or used with our Broadband Service must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment. Any equipment which is attached (directly or indirectly) to our Broadband Service must be technically compatible with the Broadband Service and approved for that purpose under any relevant legislation or telecommunications industry standards.
- 7.6 If through no fault of our own, we are unable to carry out an installation at, or gain access to, the Site, or the installation is aborted, we will notify the Customer's nominated contact and may raise an abortive visit charge.
- 7.7 The Customer hereby irrevocably gives permission to EMtel or the Wholesale Carrier and its employees, agents or contractors to: (1) execute any works on the Premises for, or in connection with, the installation, maintenance, or removal of EMtel Equipment; (2) Keep or operate telecommunications apparatus installed on, under, or over the Premises; (3) Enter the Premise to inspect any telecommunications apparatus kept on the Site, or elsewhere, for the purposes of providing the Broadband Service. Where the Contract for the Broadband Service is terminated for any reason EMtel or the Wholesale Carrier will be entitled to enter the Site to remove EMtel Equipment installed there.
- 7.8 The Customer undertakes: (1) to comply with all instructions we may notify to the Customer for use of EMtel Equipment; (2) not to allow our equipment to be repaired or maintained other than by an authorised representative of EMtel; (3) Not to damage any EMtel Equipment and not to add, modify, or in any way interfere with the performance of EMtel Equipment; (4) not to attempt to sell EMtel Equipment; (5) not to remove any identification mark affixed to EMtel Equipment showing that it is the property of EMtel or of a third party.
- 7.9 The Customer shall be responsible for the repair and maintenance of any Customer Equipment used in order to obtain or use the Broadband Service.

8 Intellectual Property Rights

- 8.1 The Customer acknowledges that the Customer shall have no rights to any intellectual property rights arising as a result of any use of the Broadband Service.
- 8.2 Any and all intellectual property rights used or embodied in or in connection with the Broadband Service shall be and remain the sole property of EMtel or our licensors. No title or intellectual property rights therein, or in any modification, or extension thereof, shall pass to the Customer unless specifically stated under the Contract.
- 8.3 The Customer acknowledges such title, interests and rights and the Customer shall not take any action to jeopardize, limit or interfere in any manner with our (or any third party suppliers') title, interests or rights with respect to the Broadband Service, including but not limited to using EMtel's or the Wholesale Carrier's trademarks or trade name.
- 8.4 Where software is provided to enable the Customer to use the Broadband Service, we grant the Customer, for the duration of the Contract, a non-exclusive, non-transferable licence to use the software for that purpose.

9 Communications software

- 9.1 We may provide the Customer with, or allow the Customer access to, third party communications software ("Communications Software") which is freeware, shareware, or demonstration software. No charges are made in respect of the provision of Communications Software and we do not purport to grant to the Customer any right to use or any other rights in respect of the

same. There is no obligation upon the Customer to use the Communications Software we provide in order to access the Broadband Service.

- 9.2 Any Communications Software provided by us is used by the Customer entirely at its own risk and expense and we make no warranties or representations and will accept no liability in respect thereof. The Customer undertakes to use such Communications Software strictly in accordance with the terms of the licence granted by the relevant third party including, without limitation, any terms relating to the payment of fees.