



# alpha omega<sup>®</sup> COMPUTERS Ltd

TOTAL SOLUTION PROVIDERS

Unit 59, Batley Business Park, Grange Road, Batley, WF17 6ER

## Standard Terms & Conditions of Supply and Service

### 1. Definitions:

<b>"Agreement"</b>	Means these Standard Terms and Conditions of Supply and Service together with the applicable Service Description and Bandwidth Order forms together with any and all Special Conditions or other documents identified by us as being part of this contract.
<b>"Client"</b>	Means the party identified as such on the applicable Service Description document and/or bandwidth order form. References such as "you" and "yours" along with variants thereon shall be interpreted as pertaining to the Client.
<b>"Initial Term"</b>	Means the initial term of the Contract specified in the Agreement.
<b>"Alpha Omega"</b>	Means Alpha Omega Computers Ltd, the Company described in the header of this agreement together with any third party supplier, appointed agent or person(s) engaged by Alpha Omega for the provision of your supply and service(s). References such as "we", "us", "it", "our" or "ours" along with variants thereon shall be interpreted as pertaining to Alpha Omega.
<b>"Managed Service"</b>	Means that expressly described as such in the Service Description.
<b>"Name"</b>	means any Internet, web, e-mail or other network identification you advise us that you are entitled or licensed to use
<b>"Party"</b>	Means a party to this Agreement as can be interpreted from the meaning required within the appropriate clause. <b>"Parties"</b> mean all parties to this Agreement.
<b>"Service"</b>	Means the work described in the relevant Alpha Omega Service Description document(s) which is/are deemed incorporated into the Agreement.
<b>"Special Conditions"</b>	Means any contractual conditions identified as such in a document having relevance to this Agreement and which is not these Standard Terms and Conditions of Supply and Service.

### 2. Priority of Documents:

In the event of any conflict between documents that comprise this Agreement the following precedence shall apply commencing with the highest precedent first:

- i. Any Special Conditions
- ii. These Standard Terms & Conditions of Supply And Service
- iii. Any other document expressly applicable to the Service provided by us.

### 3. Provision of service:

Alpha Omega will provide to you the Service in accordance with the terms of the Agreement; however, we may vary our Service at any time but shall use all reasonable endeavours to notify you in writing before effecting any such variation.

### 4. Installation and Maintenance

Alpha Omega will provide such installation and maintenance facilities necessary for commencement and continuance of the Service (including, where applicable, the safe and secure temporary and/or permanent accommodation of our equipment). Where it is necessary for us to install and/or maintain the Service at your premises you undertake to provide us with such access as we may required together with any technical and/or personnel assistance necessary for the installation of the Service including, for example and without limitation, electricity supply and suitable accommodation and environmental conditions for the housing of our employees or equipment. We will notify you in advance where we require you to make such access available.

If you are subscribed to any Managed Services you will at all times provide us with such access to your premises or network as we advise is required. In the case of non-Managed Service we will use reasonable endeavours to notify you in advance where we require you to make access available however we shall have no liability for non-provision of Service where such is caused by our inability to gain access to your premises or network.

### 5. Alpha Omega Equipment and Software:

You are responsible for any of our equipment and software while it is located at your premises and you will only use this equipment and associated software in accordance with any instructions and/or licence we provide to you. It is a fundamental term of this Agreement that you may not add to, modify, tamper or in any way interfere with our equipment or software and you agree to reimburse our costs caused by any repairs to our equipment, (other than those arising as a result of fair wear and tear).

In addition you undertake to insure, on a full reinstatement basis, any of our equipment permanently located on your premises against loss or damage howsoever arising. Within thirty (30) days from the commencement of this Agreement you will provide us with proof that such insurance coverage is in place. In the absence of receiving such aforementioned proof we shall be entitled, without further notice to you, to insure the equipment and/or software ourselves and invoice you for the cost of that insurance. In such an event you hereby agree to be responsible for costs arising pursuant to this provision of the Agreement.



alpha omega<sup>®</sup> **COMPUTERS Ltd**  
TOTAL SOLUTION PROVIDERS

Unit 59, Batley Business Park, Grange Road, Batley, WF17 6ER

Notwithstanding the above, any and all Alpha Omega equipment together with Internet Protocol addresses shall at all times be and remain our property. Consequently, you agree to accept liability and hold us harmless from any loss or damage to our equipment except where any such loss or damage is attributable to the negligence or wilful act or omission of Alpha Omega.

**6. Price & Payment**

We will invoice you at the billing address you advise us at the commencement of this Agreement. Invoices will be considered as delivered to you two (2) working days from the date shown on the invoice. Any changes to your invoice address should be advised to us in writing at least one (1) month prior to the change needing to take effect from.

We will invoice at 25% of the Annual Subscription fee and applicable Set-Up Fee at the commencement of this Agreement. The Annual Subscription Fee will remain fixed for the Initial Term and thereafter is subject to variation at any time. Any variation to the Annual Subscription Fee will occur subject to one month of prior written notice from us.

Payment terms are agreed as thirty (30) days from the date of our invoice and may be paid by cheque or direct debit. Any dispute as to the content of our invoice or in respect of the Service shall be advised to us within seven (7) days of the dispute or dissatisfaction arising. None, or part payment of our invoices shall not be considered as valid where you have failed to advise us of a dispute within the aforementioned time period. Nothing in this clause shall affect your statutory or contractual rights in connection with our supply of goods and/or services.

We reserve the right, without prior notice or agreement, to charge interest on all outstanding amounts on a daily basis at the rate of 4% per annum above the base-lending rate of HSBC Bank plc in force from time to time. Such interest shall apply retrospectively from the date of the invoice until the date full payment is received. Additionally, we reserve the right to terminate the provision of the Service to you immediately if you are in default of payment. Such termination is without prejudice to the rights of either of us accrued prior to the date of termination.

We also reserve the right to employ factoring services on our invoices and you accept to be bound by whatever assignment or performance terms our retained factoring organisation may require of you.

**7. Term, Termination & Suspension**

**a. Term of Agreement**

The commencement date and term of the Service is that shown within the Agreement and we shall be obliged to continue to provide the Service unless terminated pursuant to this clause.

**b. Termination & Suspension**

*i. Your Rights:*

This Agreement shall automatically renew at the expiry of the Initial Term. In such a case you may subsequently terminate this Agreement at any time by giving us one month's prior notice in writing. Earlier termination or termination by you without one month's prior written notice will result in you being liable to us for a termination fee equal to 25% of your Subscription Fee applicable at the time.

You may also terminate the Agreement at the end of the first six months of the Initial Term by giving us a minimum of one month's notice in writing.

*ii. Our Rights*

We may (without liability or prejudice to any other right or remedy we may have) temporarily suspend the Service without notice. During such temporary suspension your obligation to pay all charges will continue.

We reserve the right to terminate the Service or this Agreement immediately and without notice if:

- (i) You fail, on two consecutive occasions, to pay your invoices on the date due; or,
- (ii) You are in breach this agreement in any other way and (if the breach is capable of remedy) fail to remedy the breach within 21 days of receipt of a written notice from us to do so; or
- (iii) You are the subject to bankruptcy or insolvency proceedings; or
- (iv) You are found at any time to have provide us with false, inaccurate or misleading information for the purpose of obtaining or using the Service; or
- (v) In our reasonable opinion you are using, or deemed to be using, the Service for fraudulent or illegal purposes; or,
- (vi) If we are instructed by an authority, body, entity or power so having the authority to instruct us to disconnect the Service

In the event that this Agreement is terminated pursuant to the above we shall have no liability to you and we shall be entitled to charge you a termination fee of 50% of the whole Annual Subscription Fee for the Initial Term of the Service or the proportion of the Annual Subscription Fee payable in respect of the remainder of the Initial Term, whichever is greater.



alpha omega<sup>®</sup> **COMPUTERS Ltd**  
TOTAL SOLUTION PROVIDERS

Unit 59, Batley Business Park, Grange Road, Batley, WF17 6ER

iii. *Return of Equipment*

On determination of this Agreement, for whatever reason, you agree immediately to return all Alpha Omega equipment, software and Internet Protocol address or addresses to us.

**Termination of this Agreement for any reason shall be without prejudice to the rights of either party accrued as at the date of termination.**

**8. Improper Use**

The Service, and all associated elements therein, is provided by us for lawful purposes only and at the premises specified by you at the commencement of the Agreement. You undertake not to use, nor will you permit any other person or entity to use the Service or our equipment or software to send or receive any material which is in violation of any law or regulation or which is defamatory, offensive, abusive, indecent, obscene or menacing, or in breach of confidence, privacy, trade secrets, or in breach of any third party intellectual property rights (including copyright), or in breach of any other rights; or is likely to cause annoyance, inconvenience or needless anxiety to any party to this Agreement or any third party; or is in breach of any "Acceptable Use Policy" instructions we have provided to you in respect of the use of the Service.

**9. Warranties and Limitation of Liability**

In performing our obligations under this Agreement, we shall exercise the reasonable care and skill of a competent Internet service provider.

Except as expressly set out in this Agreement, all conditions or warranties which may be implied or incorporated into this Agreement by law or otherwise are hereby expressly excluded to the extent permitted by law. In particular, but without limitation, we exclude any warranty as to the quality or accuracy of information received through the Service. You acknowledge and agree that we are unable to exercise control over the content of the information transmitted via the connection we provide to you and/or our network and/or the Service.

You hereby acknowledge that we do not examine the use to which customers put the Service or the nature of the information and/or data they are sending or receiving, therefore, we hereby exclude all liability of any kind for the transmission or reception of infringing information of whatever nature. Nevertheless, where you request that we monitor, view, manage or otherwise handle (subject to the provisions of the Data Protection Act 1998) transmissions to and from you the terms of this warranty continue and we remain free from any liability and you agree to hold us harmless in respect thereof.

While we will use all reasonable endeavours to provide a prompt and continuing service, you are responsible for necessary insurance for yourself and/or your organisation against all losses or damage to data and/or other media transmitted using the Service. As a result we are not liable to you for any loss of or damage to data stored/transmitted on/using the Service and/or our Network.

**10. Data Protection**

By entering into this Agreement you acknowledge that information regarding you, your employees and customers that is provided to us in connection with this Agreement ("**Data**") may be processed by us in accordance with our Data Protection and Privacy Policy (Appendix 1 hereto) in connection with providing the Service to you together with associated order processing, delivery, installation, support and maintenance.

You accept, and warrant to us, that it is your obligation to inform your employees, customers, suppliers and other parties whose Data you may process through use of our network that you are processing their Data and you further undertake and warrant to ensure that such employees, customers, suppliers and other parties have given their consent to such processing in accordance with the Data Protection Act 1998.

Processing of Data may involve transfer of Data outside of the European Economic Area and you agree to this.

You may at any time give written notice to us that you do not wish us to process the Data. This right shall apply only in respect of any processing that is not necessary for the performance of our obligations under this Agreement.

**11. Third Party Connections**

You may connect to the Service, via your own wide area network, to other countries and sites subject always to us performing the necessary work, and you paying for our costs, in facilitating the connection. For the avoidance of doubt you may connect, where relevant, any of your wholly owned subsidiary companies (as defined by section 736 of the Companies Act 1985) to our Service, subject always to the terms and conditions herein and your having provided us with reasonable prior notice. If you wish to connect your network to other Internet service providers' networks (directly or indirectly) you will be required to advise us in advance and undertake to pay us the relevant BGP (Border Gateway Protocol) configuration costs. Failure to adhere to this provision shall be a breach of Agreement and cause for termination.



alpha omega<sup>®</sup> **COMPUTERS Ltd**  
TOTAL SOLUTION PROVIDERS

Unit 59, Batley Business Park, Grange Road, Batley, WF17 6ER

## 12. Names & Protocol Addresses

You confirm and warrant that you are the owner of, or that you have been and are duly authorised by the owner to use, any trade mark or Name requested or allocated as your name.

You acknowledge that we cannot guarantee that any Name you request will be available or approved for use. We have the right to require you to select a replacement Name and may suspend the Service if, in our opinion, there are reasonable grounds for us to believe that your current choice of Name is, or is likely to be, in breach of these terms and conditions.

If the Service includes the registration of an Internet domain Name you acknowledge and agree that: we do not represent, warrant or guarantee that any domain name applied for by you or by us on your behalf will be registered in your requested Name or that it is capable of being registered, or that the use of such Name by you will not infringe any third party rights. Accordingly, you agree that it is your responsibility to take no action in respect of utilising your requested Name until you have been notified in writing that your requested Name has been duly registered and we shall have no liability in respect of any such action taken by you.

Registration of a domain name and its ongoing use by you is subject to the relevant naming authority's terms and conditions of use and you undertake to us that you will comply with such terms and conditions. You hereby irrevocably waive any claims you may have against us in respect of any decision of a naming authority to refuse to register a domain name and, without limitation, you acknowledge and agree that any administration or other charge paid by you in respect of the registration of the domain name is non-refundable in any event.

We accept no responsibility in respect of the use of a domain name by you and any dispute between you and any other individual or organisation regarding a domain name must be resolved between the parties concerned and we will take no part in any such dispute. We reserve the right, on becoming aware of such a dispute concerning a domain name, at our sole discretion and without giving any reason, to either suspend or cancel the relevant service associated with the domain name, and/or to make such representations to the relevant naming authority, as we deem appropriate.

Any Internet Protocol address allocated by us to you shall at all times remain our sole property and by way of this Agreement you are provided with a non-assignable licence to use such address for the duration of this Agreement. If this Agreement is terminated for whatever reason, your licence to use the Internet Protocol address shall automatically terminate and thereafter you will not use such address.

## 13. Confidentiality

Each party shall keep confidential any information which is of a secret, proprietary or confidential nature, including but not limited to information in whatever form regarding a party's customers, financial, business and technical information, current and future projects of whatever kind (hereafter "**Confidential Information**") and which is disclosed or becomes known to the receiving party as a result of this Agreement.

Neither party shall use the disclosing party's Confidential Information for any purpose other than in performance of its obligations under this Agreement and undertakes to ensure that its employees and officers or authorised agents comply with the provisions of this Clause.

With respect to the Confidential Information received under this Agreement the receiving party agrees:

- (a) At all times to use the Confidential Information in accordance with the Data Protection Act 1998,
- (b) To restrict disclosure of Confidential Information to employees, agents and contractors on a need-to-know basis.

The obligations on a party under this Clause shall not apply to any information which:

- i. Is in the public domain otherwise than following default under this Agreement or;
- ii. Is in the possession of the receiving party with full rights to disclose,
- iii. Is approved for release by the prior written authorisation of the disclosing party,
- iv. Is required to be disclosed by order of a court of competent jurisdiction;
- v. Is requested in relation to any investigation of any breach (alleged or actual) of our Acceptable Use Policy or any applicable laws.

Nothing in this Agreement shall be construed as granting or conferring any rights to either party by licence or otherwise in the Confidential Information.

## 14. LIMITATION OF LIABILITY

**NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, LAW OR EQUITY, FROM AND AGAINST CONSEQUENTIAL LOSS, INDIRECT COSTS AND/OR SPECIAL DAMAGES. SUCH CONSEQUENTIAL LOSS, INDIRECT COSTS AND/OR SPECIAL DAMAGES SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSSES, COSTS OR DAMAGES ASSOCIATED WITH NETWORK OR SYSTEM DOWNTIME, EQUIPMENT FAILURE OR LOSS OF USE, DAMAGE OCCASIONED TO 3<sup>RD</sup> PARTIES EQUIPMENT OR SYSTEMS, LOSS OF BUSINESS, LOSS OF CONTRACTUAL OPPORTUNITY, LOSS OF PROFIT,**



alpha omega<sup>®</sup> **COMPUTERS Ltd**  
TOTAL SOLUTION PROVIDERS

Unit 59, Batley Business Park, Grange Road, Batley, WF17 6ER

**LOSS OF BARGAIN TOGETHER WITH LOSSES, COSTS OR DAMAGES EJUSDEM GENERIS AND HOWSOEVER CAUSED INCLUDING THE NEGLIGENCE OR A BREACH OF DUTY OF CARE OF THE PARTIES.**

**NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT LIABILITY OF A PARTY OCCASIONED BY DEATH OR PERSONAL INJURY THAT IS CAUSED BY NEGLIGENCE OR BREACH OF DUTY OF CARE.**

**YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR RESPONSIBILITY TO ADOPT APPROPRIATE SECURITY MEASURES FOR THE PROTECTION OF YOUR COMPUTER SYSTEM. THEREFORE, WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT YOU SUFFER AS A RESULT OF ANY VIRUS OR OTHER HOSTILE COMPUTER PROGRAM BEING INTRODUCED INTO YOUR COMPUTERS OR COMPUTER SYSTEMS AS A RESULT OF YOUR USE OF THE SERVICE AND/OR OUR NETWORK.**

Pursuant to Clause 10 herein you must be registered with the Data Protection Agency to process Data. Failure to comply may result in financial and criminal penalty. You agree to indemnify and hold us harmless against actions by the Data Protection Agency or any Data subject (as defined in the Act) caused by your processing or failure to comply with legislation. Such indemnity shall extend to legal costs.

We shall have no liability under this Agreement for non-performance under this Agreement where caused through force majeure. Force Majeure shall be defined according to the ICC Incoterms definitions in force from time to time and which are hereby deemed incorporated into this Agreement.

**15. Law of Agreement & Jurisdiction**

This Agreement is written and shall be construed in accordance with English substantive Law and the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts in the settlement of any dispute.

**16. General**

This Agreement (as may be amended from time to time) together with any document expressly referred to in any of its terms represents the entire agreement between the parties in respect of the Service and supersedes and replaces any prior written or oral agreements, representations, undertakings or understandings between the Parties. No oral explanation or oral information given by any Party to the other shall alter the interpretation of this Agreement.

You confirm that in agreeing to enter into this Agreement you have not relied on any representation save insofar as the same has expressly been made a representation in this Agreement and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of this Agreement save that your agreement contained in this clause shall not apply in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of this Agreement.



Unit 59, Batley Business Park, Grange Road, Batley, WF17 6ER

## Appendix 1 Data Protection and Privacy Policy

In accordance with the provisions of the Data Protection Act 1998 this policy sets out how Alpha Omega Computers Ltd ("Alpha Omega") collects, protects, uses and processes sensitive personal data and protects the Data Subject (as defined in the Act).

Alpha Omega has to use certain Data to enable it to provide its product and service to its customers and end users. Alpha Omega is committed to ensuring that any Data supplied by its customers or is otherwise generated by its business activities is collected and processed fairly and lawfully for the benefit of the Data Subject.

Personal data collected will generally include:

- Company name,
- Individual contact names,
- Job titles, postal address,
- Telephone and fax numbers; and,
- E-mail addresses.

Alpha Omega also accesses Data that generated over Alpha Omega's network such as IP and email addresses for incoming and outgoing data and network usage data. In certain circumstances Alpha Omega may also collect from third parties, or be provided by third parties, financial information about Alpha Omega customers and end users so as to enable Alpha Omega to assess the granting of credit terms.

Alpha Omega's use of personal data is necessary to enable it to provide its service to its customers and end users. In addition, Alpha Omega may also use personal data to improve its level and type of service offered to its customers. Alpha Omega may process personal data for the purposes of sales analysis and customer usage statistics.

Alpha Omega may from time to time inform its customers, end users and potential customers about Alpha Omega products and services and other information Alpha Omega feels may be of interest. Customers and other recipients of information from Alpha Omega may indicate at any time whether they want to receive information about Alpha Omega products and services or not.

Alpha Omega does not disclose Data to third parties unless customer consent has been obtained. However, Alpha Omega will disclose personal data when it is required to by law or where Alpha Omega has contracts with third parties to assist them in providing services to Alpha Omega customers such as for delivery, installation and systems support services. Alpha Omega will also pass Data within its internal departments in order to fulfil sales and support obligations as well as to finance departments to enable invoicing.

Alpha Omega has implemented internal security procedures that restrict access to and disclosure of processed data. Alpha Omega actively investigates and cooperates with law enforcement agencies in respect of any allegations of abuse or violation of system or network security as set out in the Alpha Omega Acceptable Use Policy.

The law in certain jurisdictions (including countries within the European Economic Area) gives individuals whose personal data is held by Alpha Omega specific rights of access to personal data held about them. These include the right to obtain confirmation that personal data is held, a written description of that data, the purpose(s) for which it is being used, the source(s) of the data and details of any recipients. Deletion or rectification of personal data that the data subject verifies as inaccurate will occur.

If any individual wishes to contact Alpha Omega Computers LTD regarding the personal data held about them or has any other question about Alpha Omega ComputersLTD's data privacy procedures, they should direct an email to [privacy@l5net.net](mailto:privacy@l5net.net) send a letter to "Alpha Omega Computers LTD Customer Services Department" Batley Technology Centre Grange Road Batley WF17 6ER or phone 0845 345 2820.

Alpha Omega is registered with the Data Protection Agency as authorised to process data relating to Data Subjects. Its registration number is .....



Unit 59, Batley Business Park, Grange Road, Batley, WF17 6ER

## Appendix 2

### Acceptable Use Policy

Any users of Alpha Omega Computers Ltd's ("Alpha Omega") Network or Services must comply with this Acceptable Use Policy.

This policy may be change at any time and without advance warning to reflect any changes in the law, EU standards or whenever Alpha Omega considers necessary. It is the users responsibility to ensure that they are fully aware of these changes. Changes become effective upon posting of a revision of this policy on [www.l5net.net](http://www.l5net.net).

#### **A. GENERAL**

1. The Alpha Omega Network and services may be used only for lawful purposes.
2. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
3. Any violation of the System or Network security is prohibited and will result in criminal and/or civil proceedings as appropriate.
4. Alpha Omega will investigate incidents involving such violations and will involve and will co-operate with law enforcement agencies if a criminal violation is suspected. Examples of system or network security violations include, but are not limited to the following:
  - a. Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network;
  - b. Unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network.
  - c. Interference with service to any user, host or network including, without limitation, "mail bombing", flooding, deliberate attempts to overload a system and broadcast attacks.
  - d. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
  - e. Storage or distribution of prohibited material on Alpha Omega Computers LTD servers.

#### **B. EMAIL**

1. It is prohibited to send e-mail to any user who does not wish to receive it, either at Alpha Omega or elsewhere. Users must immediately refrain from sending e-mail after receiving a request to stop. Such a request does not have to be in writing to be effective.
2. It is prohibited to send unsolicited bulk e-mail messages ("junk mail" or "Spam") of any kind (commercial advertising, political tracts, announcements) etc.
3. It is prohibited to allow others to send unsolicited bulk e-mail messages either directly or by relaying through the users systems. For the avoidance of doubt, users must ensure that their systems cannot be relayed through. Users may not forward or propagate chain letters nor malicious e-mail.
4. Without prejudice to the foregoing, Alpha Omega considers that any application that overloads the Alpha Omega Network, by whatever means, will be considered as making profligate use of the Alpha Omega Network and as such will not be allowed.
5. Use of IP multicast other than by means provided and co-ordinated by Alpha Omega is likewise prohibited.
6. A user must not solicit mail for any other address other than that of the user unless the full consent of the owner of the referred address has been obtained, in writing, beforehand.