



Terms & Conditions / Master Service Agreement

TERMS

Itility: Itility Limited

Customer: The Individual, Partnership, Firm or Company as detailed on the Customer Details page within this document under the heading Customer.

CONDITIONS

This Customer Master Agreement between Customer and Itility describes the Terms and Conditions under which Customer agrees to purchase Services specified by Customer to Itility and accepted by Itility which may be submitted by Customer from time to time. Each Customer Service Order, when submitted by Customer and if accepted by Itility, shall expressly incorporate these Terms and Conditions.

Each Customer Service Order and each Service ordered therein will be construed severally and distinctly. Such Service or any subsequent failure of Service shall not prejudice or affect the rights and liabilities of the parties in respect of each other service.

Each Customer Service Order then submitted and accepted by Itility hereby incorporating these Terms and Conditions will constitute the entire understanding between Customer and Itility for the Services Ordered therein. All prior written or oral agreements, understandings, communications or practices between Customer and Itility are superseded.

AMENDMENTS

Any amendments, additions or deletions to this Customer Master Agreement must be clearly noted in the section on page 2 labelled 'Master Agreement Amendments' before this document is signed by a Director of Itility. Any amendments pertaining to any Customer Service Order must be marked in the section labelled 'Special Conditions' before the order is accepted by Itility.

Any amendments made that are not within these defined areas will NOT be considered accepted and the existing term will stand in its entirety.

SECTION 1. DEFINITIONS

1.1 Affiliate: An entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with a party. For purposes of the foregoing, "Control" shall mean: any company or other body or individual which holds or is beneficially entitled to 50% or more of the voting shares of a company.

1.2 Colocation Area: The location within a datacentre in which Colocation Space ordered by Customer is located.

1.3 Colocation Space: The location(s) within the Colocation Area of a datacentre where Customer is permitted to collocate communications equipment pursuant to a Customer Service Order accepted by Itility.

1.4 Confidential Information: Any information disclosed by or on behalf of a party to the other party, including without limitation any materials, trade secrets, knowhow, formulas, processes, algorithms, ideas, strategies, inventions, data, network configurations, systems architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and all other non-public information relating to the current and/or future business operations of a party.

1.5 Connection Notice: Written notice from Itility that the Service ordered has been installed by Itility pursuant to the Customer Service Order, and has been tested and is functioning properly.

1.6 Customer: The person, firm, corporation or other entity which purchases or uses Services provided by Itility and identified as "Customer" on the Customer Service Order.

1.7 Service Delivery Date: The date upon which Itility anticipates that Services will be available to Customer, as set forth in the Customer Welcome Letter or such other written notice from Itility to Customer.

1.8 Customer Service Order: A written request by Customer for Services submitted by Customer in the form designated by Itility.

1.9 Customer Premises: The location(s) owned or occupied by a Customer or its end users to which Services are delivered.

1.10 Excused Outage: Any outage, unavailability, delay or other degradation of Service related to, associated with or caused by: scheduled maintenance events, Customer actions or inactions, Customer provided power or equipment, any third party excluding any third parties directly involved in the operation and

maintenance of the Itility network, but including without limitation, Customer's end users, third party network providers, traffic exchange points controlled by third parties, fibre cuts by third parties or any power, equipment or services provided by third parties, or an event of force majeure as defined in Section 5.3

1.11 Facilities: Property owned or leased by Itility and used to deliver Services, including terminal and other equipment, wires, fibre optic cables, lines, circuits, ports, routers, switches, channel service units, data service units, cabinets, racks, private rooms and the like.

1.12 Gateway: Buildings owned or leased by Itility for the purpose of, among other things, locating and collocating communications equipment.

1.13 Itility, Itility Ltd and any Affiliate of Itility authorised to provide Services to Customer.

1.14 Local Loop: A connection between Customer's premises and a Gateway.

1.15 Off Net: Any location that is not on the Itility network.

1.16 On Net: Any location that is on the Itility network.

1.17 Services (also Service): Any service provided by Itility pursuant to a Customer Service Order or any equipment or materials to be sold, licensed or leased by Itility to Customer pursuant to a Customer Service Order.

1.18 Customer Service Order: The agreement between Itility and Customer whereby Itility agrees to provide and Customer agrees to purchase Services. 1.19 Working Days: Monday to Friday excluding Bank Holidays

1.20 Committed Data Rate (CDR): The minimum data rate committed by Customer and set forth in the Customer Order (expressed in Megabits per second (MBPS)).

1.21 Excess Traffic Usage: any usage in a particular month that exceeds the Committed Data Rate.

SECTION 2. SERVICES

2.1 Customer Service Orders.

To order Services, Customer may submit Customer Service Orders requesting delivery of Services.

The signing of a Customer Service Order by Itility shall constitute Itility's acceptance of a Customer Service Order and Itility shall provide Services to Customer only if Itility so accepts a Customer Service Order.

Except as otherwise agreed by the parties, Customer shall not be obliged to submit, nor shall Itility be obliged to accept, Customer Service Orders.

Itility will use all commercially reasonable efforts to meet The Service Delivery Date but Customer agrees that this Delivery Date is not the essence of the contract. Any failure to meet this Service Delivery Date will not be construed in any way as a failure by Itility to perform its duties.

2.2 Credit Approval and Deposits.

Customer shall provide Itility with credit information as requested, and delivery of Services is subject to credit approval. Itility reserves the right to carry out a credit check of Customer at any time prior to or after acceptance of a Customer Service Order.

Upon Itility's request, Customer will make a deposit, or other security for the payment of charges as specified by Itility, as a condition to Itility's acceptance of any Customer Service Order, or as a condition to Itility's continuation of delivery of any Services.

Unless otherwise agreed by Itility, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded when Service to Customer is terminated.

2.3 Customer Premises.

Customer will allow Itility access to and use of the Customer Premises to the extent reasonably requested by Itility for the installation, inspection and scheduled or emergency maintenance of the Facilities and systems relating to the Services. Except for emergency repairs, Itility will notify Customer two Working Days in advance of any regularly scheduled maintenance that will require access to the Customer Premises.

Customer will be responsible for, (i) obtaining all permissions and consents from third parties necessary for the installation, maintenance and removal of the Facilities (including permission to cross real property to access the Customer Premises); and (ii) providing and maintaining at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities at the Customer Premises; and (iii) providing a safe place to work and comply with all laws and regulations regarding the working conditions at the Customer Premises.



In the event that Customer fails to meet its obligations regarding the Customer Premises and, as a result, Itility is unable to install or continue the delivery of Services, then (notwithstanding the absence of Services), Customer will pay all charges for such Services from and after the date Itility is otherwise ready to deliver them.

2.4 Facilities.

Except as otherwise agreed, title to all Facilities shall remain with Itility.

Itility will provide and maintain the Facilities in good working order.

Customer shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, without the prior written consent of Itility.

The Facilities shall not be used for any purpose other than in relation to use of Services by Customer.

Customer shall not take any action that causes the imposition of any lien or encumbrance on the Facilities.

In no event will Itility be liable to Customer or to any other person for interruption of Service or for any other loss, cost or damage caused by or related to the improper use or maintenance of the Facilities by Customer or by third parties who are provided access to the Facilities by Customer in violation of the Customer Service Order.

Customer agrees (which agreement shall survive the expiration, termination or cancellation of the Customer Service Order) to allow Itility to remove the Facilities from the Customer Premises:

(A) after termination, expiration or cancellation of the Customer Service Order in connection with which the Facilities were used; or

(B) for repair, replacement or otherwise as Itility may determine is necessary or desirable, but Itility will use reasonable efforts to minimise disruptions to the Service caused thereby.

Customer will pay Itility for any damage to the Facilities, except for damage caused by Itility or its agents.

2.5.1 Colocation Space

Customer shall use the Colocation Space only for placement, operation and maintenance of communications equipment. Such equipment may be either interconnected to the network services offered by Itility or, with the prior permission of Itility, cross-connected to the facilities of other communications carriers (subject to the agreement of such other carriers). Subject to Section 6 below, Customer may arrange to access the Colocation Space twenty four (24) hours per day, seven (7) days per week. Customer hereby agrees, within six (6) months of the Service commencement date for Colocation Space, to use the Colocation Space for placement, operation and maintenance of communications equipment. Itility may, upon forty five (45) days' written notice, reclaim any portion of Colocation Space not being used within such six (6) month period. Customer shall surrender such recaptured Colocation Space and the monthly recurring charges shall be appropriately reduced. No refunds shall be made to Customer regarding recaptured Colocation Space.

2.5.2 License.

Customer will be granted a license to occupy the Colocation Space identified in the Customer Service Order. Customer shall be permitted reasonable access to the Colocation Space (and to the Gateway and Colocation Area for the sole purpose of accessing the Colocation Space). Itility reserves the right to access the Colocation Space at any time for any business purpose.

2.5.3 Restrictions.

Customer shall abide by any posted or otherwise communicated rules, regulations and access requirements imposed by Itility, relating to use of, access to, or security measures in respect of the Gateway, Colocation Area and/or Colocation Space.

2.5.4 Changes.

Itility reserves the right at its own expense to change the location or configuration of the Colocation Space; provided, however, that Itility shall not arbitrarily or discriminatorily require such changes. Itility and 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 Colocation Space.

2.5.5 Security.

Itility will provide and maintain in working condition card reader(s), scanner(s) and/or other access device(s) as selected by Itility for access to the Colocation Area of a Gateway. Customer shall under no circumstances "prop open" any door to, or otherwise bypass the security measures Itility has imposed for access to the Colocation Area. Itility will provide a locking device on Customer's Colocation Space, which device Customer shall be solely responsible for locking and/or activating. In the event that unauthorised parties gain access to the

Gateway, Colocation Area and/or Colocation Space through Customer access cards, keys or other access devices provided to Customer, Customer shall be responsible for any damages caused by such third parties.

Customer shall be responsible for the cost of replacing any security devices lost or stolen after delivery thereof to Customer. In the event Customer has reason to believe that an unauthorised party has gained access to the Colocation Space, Itility will, at Customer's request, make video surveillance records of the Colocation Area as far as reasonably practicable, available to Customer for viewing by Customer in the presence of a Itility employee. In addition, Itility will provide Customer with a copy of the access logs for the Colocation Area and/or the Gateway (as applicable) upon Customer's prior written request.

2.5.6 Maintenance

Customer shall maintain the Colocation Space in orderly and safe condition, and shall return the Colocation Space to Itility at the conclusion of the Term Commitment in the same condition (reasonable wear and tear excepted) as when the Colocation Space was delivered to Customer.

Itility shall perform such janitorial services, environmental systems maintenance, power plant maintenance and other actions as are reasonably required to maintain the Colocation Area in which the Colocation Space is located in good condition and suitable for the placement of communications equipment.

Except as expressly stated herein the space shall be delivered and accepted "as is" by Customer, and no representation has been made by Itility as to the fitness of the Colocation Space for Customer's intended purpose.

2.5.7 Release of Landlord.

In circumstances where Itility's underlying leases in respect of Colocation Space so require, Customer hereby agrees to release Itility's landlord (and its representatives and agents) from any and all claims related to Customer's access to the Gateway and the Colocation Area, and Customer's occupancy and use of the Colocation Space.

2.5.8 Sublicense.

Customer may sublicense the use of the Colocation Space under the following conditions:

all proposed sub licensees must be pre-approved in writing by Itility in Itility's sole discretion;

Customer hereby guarantees that all sub licensees shall abide by all terms and conditions of this Service Agreement, and any Customer Service Order

Customer shall indemnify, defend and hold Itility harmless from all claims brought against Itility arising from any act or omission of any sub licensee, its representatives, agents or contractors; any sub licensee shall be considered Customer's agent and all of sub licensee's acts and omissions and usage of the Colocation Space or Services hereunder shall be attributable to Customer for the purpose of this Service Agreement; and such sublicense shall not relieve Customer of its obligations hereunder.

In the event Customer sublicenses use of the Colocation Space without Itility's prior written approval, Itility may upon ten (10) days' written notice reclaim the sublicensed portion of the Colocation Space. Customer shall surrender such recaptured Colocation Space and shall be subject to cancellation charges associated with the recaptured Colocation Space as provided in Section 4 of the Master Agreement. No refunds shall be made to Customer regarding recaptured Colocation Space.

2.5.9 Remote Hands and Chargeable Support

Remote Hands and Chargeable Support consists of on-site, maintenance and support consistent with Itility's then current Remote Hands & Chargeable Support Service Policy as detailed within this document and amended by Itility from time to time and which is available to Customer upon request. Customer may order and pay for Itility to perform Remote Hands or Chargeable Support services on Customer's equipment within the Colocation Space, which shall be performed at Customer's request and in accordance with Customer's verbal or written directions.

2.5.10 Promotional Signage.

Customer may display a single promotional sign with Customer's name and/or logo on the outside of any Customer Colocation Space; provided such signage does not exceed 8 inches by 11 inches. All other promotional signage is prohibited.

2.5.11 Colocation Insurance.

Prior to occupancy and during the term of use of any Colocation Space and prior to any storage of equipment pursuant to Section 14 set forth below, Customer shall procure and maintain the following minimum insurance coverage:

Public Liability Insurance in an amount not less than two million pounds sterling (£2,000,000) per occurrence for personal injury and property damage; and All



Risk Property insurance covering all of Customer's personal property located in the Colocation Space.

Upon Itility's request, Customer shall furnish Itility with certificates of insurance demonstrating that Customer has obtained the required insurance coverage. Such certificates shall contain a statement that the insurance coverage shall not be materially changed or cancelled without at least 30 days prior written notice to Itility. Customer shall require any contractor entering the Colocation Space on its behalf, to procure and maintain the same insurance types, amounts and coverage extensions as required of Customer above.

2.6 IP Addresses and Domain Names.

In the event that Itility assigns to Customer an IP address as part of the provision of Services, such IP address shall (upon Itility's request and to the extent permitted by law) revert to Itility after termination of the Customer Service Order for any reason whatsoever, whereupon Customer shall cease using such address. At any time after such termination, Itility may re-assign such address to another user.

In the event that Itility obtains for Customer a domain name, Itility shall act as an agent for Customer in dealing with the relevant Domain Naming Registration Authority. The Contract for the Domain Name shall be between Customer and the relevant Domain Naming Registration Authority. Customer agrees that they shall be solely responsible for:

renewal of any domain with the relevant Domain Naming Registration Authority; and

paying any fees (not paid by Itility and recharged to Customer), including renewal fees relating thereto; and complying with any legal, technical, administrative, billing or other requirements imposed by the relevant Domain Name Registration Authority; and modifying such domain name in the event Customer changes service providers; and

Itility are unable to guarantee that we will, or have been able to, register any domain name until we have received specific confirmation of registration from the relevant Domain Name Registration Authority.

Itility give no warranty that the Internet Domain Name requested will not infringe the rights of any third party.

Customer shall indemnify and hold Itility harmless from all third party claims (including claims for intellectual property infringement) and all such costs and expenses (including legal fees and court costs) related thereto.

2.7 Customer-Provided Equipment.

If requested by Customer, Itility may, at its option, install certain Customer-provided communications equipment, but Itility will not be responsible for the compliance, operation or maintenance of such Customer-provided equipment.

Itility undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other Customer-provided equipment used for access to or the exchange of traffic in connection with the Services.

2.8 Services Provided by Itility Affiliates.

To the extent Services consist of the provision of Colocation Space to Customer in a country other than England, such Colocation Space will be provided to Customer by an affiliate of Itility with the facilities necessary to provide such Colocation Space in such Country.

2.9 Service Commencement.

Upon installation and testing of the Service ordered in any Customer Service Order, Itility will deliver to Customer a Connection Notice. Upon receipt of such Connection Notice, Customer shall have a period of 3 Working Days to test the Service and to confirm that the Service has been installed and is properly functioning.

The Service Commencement Date shall be the first to occur of the following:

the date upon which Customer acknowledges in writing that the Service has been installed and is functioning properly as set forth above; or the date of the Connection Notice, unless Customer notifies Itility that the Service is not functioning properly; or the date Customer begins actually using the Service.

If any Customer Order for Colocation Space is altered (including, without limitation, any changes in the configuration or build-out of the Colocation Space) at Customer's request after Itility's acceptance of a Customer Order and such alteration results in a delay of delivery of such Colocation Space to Customer, billing for such Colocation Space shall commence no later than the original Service Delivery Date.

2.10 SLA and Service Credits

All Services are subject to the Service Level Commitments detailed in the Service Level Agreement contained within this Customer Master Agreement. In

the event Itility does not achieve a particular Service Level in a particular month, Customer may request a credit as set forth in the Service Level Agreement. Such failure does not give the Customer any right to Terminate the Service. Itility may change the Service Level Agreement from time to time any changes within the Service Level Agreement will be notified to the Customer in writing who will be able to terminate any Services adversely affected without penalty provided such notice to terminate is received within one month of the change and the Customer then ceases to use the Services terminated.

SECTION 3. BILLING AND PAYMENT

3.1 Billing Commencement.

Unless the Customer delivers written notice to Itility within three Working Days of Customer's receipt of the Connection notice that Service is not installed in accordance with the Customer Service Order and functioning properly, billing will commence from the applicable Service Commencement Date as specified in Section 2.9, regardless of whether Customer has procured services from other suppliers needed to operate the Service and regardless of whether Customer is otherwise prepared to accept delivery of Service.

3.2 Charges.

Customer will be billed for Services at a rate and frequency as set forth in each Customer Service Order.

These will comprise of at least one of the following charges:

a one-off non-recurring installation / Set-up charge a periodically recurring charge a periodically recurring charge for the Committed Data Rate any applicable additional charge for Excess Traffic usage.

Customer's usage of Service will be measured and recorded by Itility at regular intervals throughout the day. At the end of the period, the top five percent (5%) of the Send Traffic and Receive Traffic samples will be discarded. The highest figure of the remaining traffic will be known as the ninety-fifth (95th) percentile. If the ninety-fifth (95th) percentile is higher than the Committed Data Rate, Customer will, in addition to being billed for the Committed Data Rate, be billed at this ninety-fifth (95th) percentile level for any usage in excess of the Committed Data Rate at the contracted-for Excess Traffic Usage price per Megabit.

3.3 Payment of Bills.

Itility will bill in advance charges for all Services except for charges that are dependent upon usage of Services, which will be billed in arrears.

Unless otherwise agreed, Customer will pay by direct debit and Customer and Itility will enter into a direct debit agreement.

Customer will pay interest at a rate of 1% per month for overdue payments, from and after the due date until paid, unless such overdue payment is reasonably disputed under Section 3.6 of this Customer Master Agreement.

To the extent that Customer is billed by a Itility Affiliate which is not authorised to provide Services in the relevant jurisdiction, such billing Affiliate will act solely as billing agent for the Affiliate which actually provides such Services to Customer.

3.4 Payment of Non-Recurring Bills.

When Customer first orders a service previously not supplied a non-recurring charge is often specified. This non-recurring charge is for installation of additional network infrastructure, cabling, electronics or other materials. Non-recurring charges are payable by Customer before commencement of delivery of service and will be billed in advance. If Customer fails to pay such non-recurring charges within 14 Days following Itility's billing of non-recurring charges then:

such failure to pay shall be an Excused Outage for the purposes of installation of the Service; and

Itility may issue a revised Service Delivery Date; and

Itility may suspend installation of the Service until receipt of such non-recurring charges.

If Customer requests and Itility approves (in its sole discretion) any changes to the Customer Service Order or Service after acceptance by Itility, including, without limitation, the Service installation date or Service commencement date, additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Service Order may apply.

3.5 Taxes and Fees.

All charges for Services are net of VAT and other taxes. Except for taxes based upon Itility's net income, Customer will be responsible for payment of all applicable taxes that arise in any jurisdiction, including but not limited to, VAT,

sales, use, excise, access, bypass, franchise or other taxes, fees, charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Services.

3.6 Disputed Bills.

If Customer reasonably disputes any portion of a bill, Customer must pay the undisputed portion of the bill and submit a written claim for the disputed amount within thirty (30) days after delivery of the relevant bill.

If Customer disputes any portion of a bill that is based upon usage of the Services, Itility's records of such usage shall be presumed to be accurate unless proved otherwise by an independent expert.

Customer waives the right to dispute any charges not disputed within thirty (30) days after delivery of the relevant bill.

If a dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate set forth in Section 3.3.

3.7 Lien

Itility has a general and particular lien over any and all Customer equipment installed in a Gateway for all money due and owing by Customer under any Customer Service Order ("Unpaid Charges").

If any Unpaid Charges exist at the time of cancellation of the Customer Service Order, Itility shall have the right to exercise its lien over Customer's equipment by delivery of written notice thereof to Customer.

If Customer does not pay all Unpaid Charges within a reasonable period after Customer's receipt of written notice, Itility shall have the right, without further notice to Customer, to disconnect, remove, and sell Customer equipment and apply any proceeds of sale in, or towards the satisfaction of, the Unpaid Charges and any costs and expenses incurred by Itility thereby.

Itility shall account to the Customer for any surplus amounts from the proceeds of sale within a reasonable time thereafter. 3.8 Misuse and Fraudulent use of Services.

Services shall at all times be used by Customer in compliance with applicable law and Itility's then current Acceptable Use Policy (AUP), as initially contained herein and amended by Itility and communicated in writing to Customer from time to time.

Itility will notify Customer of complaints received by Itility regarding alleged violation of Itility's AUP by Customer or third parties that have gained access to the Service through Customer. Customer will promptly investigate all such complaints and take all necessary actions to remedy any actual violations of Itility's AUP. Itility may identify to the complainant that Customer is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer will identify a representative for the purpose of receiving such communications.

Itility reserves the right to install and use, or to have Customer install and use any appropriate devices to prevent violations of its AUP, including devices designed to filter or terminate access to Services.

Customer will be solely responsible for all charges incurred respecting the Services even if such charges were incurred through or as a result of fraudulent or unauthorised use of the Services. Itility may, but is not obligated to, detect or report to Customer unauthorised or fraudulent use of Services.

3.9.Power.

In the event that the applicable power utility company increases the price paid by Itility for power provided to any Colocation Space, Itility may pass-through to Customer such price increase upon prior written notice to Customer.

SECTION 4. CANCELLATION AND CANCELLATION CHARGES

4.1 Term

Customer recognises Itility's pricing takes into account many factors including but not limited to: other carrier commitments, initial costs, advance replacement equipment levels, spare parts stock, technical staffing, administrative staffing and Insurance arrangements. Strict adherence to Term Commitments and notice periods are therefore of the essence.

The initial term of each Customer Service Order (measured from the Service Commencement Date) shall be twelve (12) months ("Term Commitment") and Customer agrees to pay for the Services for such period of time. After expiry of the initial Term Commitment the Term Commitment shall be extended by one year and subsequently each year on each anniversary of the commencement date, until terminated by either Itility or Customer upon written notice to be delivered not less than ninety (90) days prior to the end of the initial Term Commitment or the end of any subsequent Term Commitment.

4.2 Cancellation prior to Service Commencement Date.

Customer may cancel a Customer Service Order after Itility's Acceptance of an order and prior to the Service Commencement Date upon written notice to Itility.

In such event, or if delivery of Service is terminated by Itility prior to delivery of a Connection Notice due to a failure of Customer to comply with this Customer Master Agreement, then Customer shall pay to Itility a cancellation charge in an amount equal to:

(A) in the case of Colocation Space, the costs incurred by Itility in returning the Colocation Space to a condition suitable for use by third parties; plus

(B) any third party cancellation charges related to the installation or cancellation of Service; plus

(C) all non-recurring charges detailed in the Customer Service Order (including any non-recurring charges that were waived by Itility at the time of the Customer Service Order) for the cancelled Service; plus

(D) 50% of the total recurring charges for the cancelled Service which would have been received until the expiry of the Term Commitment had the Customer Service Order not been cancelled; plus

(E) Interest at a rate of 1% per month (or if disputed the maximum rate allowable in law) or part thereof on the total of all sums recoverable from the effective date of termination until payment.

Customer's right to cancel any Service under this Section 4.2 shall automatically expire upon Itility's delivery to Customer of a Connection Notice for such Service. 4.3 Cancellation after Service Commencement Date.

Customer may cancel Service after the Customer Commencement Date for a particular Service and prior to the end of the Term Commitment by delivery of written notice to Itility of not less than 90 days before such cancellation is to be effective.

In such event, or if Itility cancels all or any portion of any Customer Service Order due to a breach of any term or condition by Customer (including those occurrences listed in Section 4.4.2 below) then Customer shall pay cancellation charges in an amount equal to:

(A) in the case of Colocation Space, the costs incurred by Itility in returning the Colocation Space to a condition suitable for use by third parties; plus

(B) any third party cancellation charges related to the installation and/or termination of the Service; and the non-recurring charges (including any nonrecurring charges that were waived by Itility at the time of the Customer Service Order) for the cancelled Service; plus

(C) 100% of the remaining charges which would have been incurred by Customer from the effective date of cancellation to the end of the Term Commitment.

(D) Interest at a rate of 1% per month (or if disputed the maximum rate allowable in law) or part thereof on the total of all sums recoverable from the effective date of termination until payment.

4.4 Cancellation for Default.

4.4.1 Cancellation by Customer.

(A) If Itility materially breaches or fails to perform any material provision of the Customer Service Order and Itility has not cured such breach within 30 days after the delivery of written notice by Customer to Itility, then Customer may cancel the Customer Service Order upon prior written notice delivered at any time while such breach continues. In such event, Customer will not be liable for any cancellation charges but Customer will pay for any Services actually provided.

4.4.2 Cancellation by Itility.

Itility may, upon written notice to Customer, terminate a Customer Service Order or cancel the Customer Service Order and discontinue Service without liability if:

(A) Customer fails to pay any past due balance for Service (other than amounts reasonably disputed under Section 3.6) within 3 Working Days after written notice from Itility;

(B) Customer's use of Services materially exceeds Customer's credit limit, unless Customer provides adequate security for payment for Services within 3 Working Days after delivery of written notice by Itility;

(C) Customer fails to cure its breach (other than subsections (A), (B) (D) and (E) of this Section 4.4.2) of any provision of the Customer Service Order or any Customer Service Order within 30 days after delivery of written notice to Customer by Itility;

(D) Customer violates any law, rule, regulation or policy of any government authority related to the Services.



(E) Customer makes a material misrepresentation in any submission of information in a Customer Service Order or the Customer Service Order or any other information submitted to Itility.

(F) Customer engages in conduct that in Itility's reasonable opinion, causes or is likely to cause damage to Itility's network, Facilities or third parties using such network or Facilities; Customer engages in any fraudulent use of Service; or

(G) any bankruptcy, insolvency, receivership or winding up proceeding is commenced respecting Customer;

Notwithstanding the foregoing, Itility may cease providing Services if Itility receives an order of any court or other government authority having jurisdiction which prevents Itility from furnishing Services.

4.5 Removal of Equipment.

Within two (2) days following the effective cancellation/termination of the Term Commitment for any service, Customer shall remove all Customer equipment from the Colocation Space. If Customer fails to remove Customer equipment within such two (2) day period, Itility may, at Customer's sole cost and expense, disconnect, remove and store or dispose of Customer's equipment without prior notice. Customer agrees to pay all costs and expenses associated with Itility's disconnection, removal, disposal and storage of Customer equipment, and all other charges due and owing by Customer to Itility under this Service Agreement prior to Itility returning any Customer equipment still in Itility's possession. Itility shall not be liable for any loss or damage incurred by Customer arising out of Itility's disconnection, removal storage or disposal of Customer's equipment.

SECTION 5. LIABILITY

5.1 The Client shall fully indemnify and hold harmless Itility and keep it fully indemnified at all times against all Losses arising from or in connection with any of the following:

- a) any use or misuse of the Service by the Client or any User in breach; and damage to the Itility Equipment or the Itility Network which is caused by (i) the act or omission of the Client or its Users; (ii) the Client's breach of the Agreement; or (iii) malfunction or failure of any equipment or facility provided by the Client or its agents, employees or suppliers, including the Client Equipment.
 - b) In respect of any indemnity given under the Agreement, the indemnifying Party's obligation to indemnify shall be conditional on the Party seeking indemnification:
 - c) advising the indemnifying Party in writing of any Losses;
 - d) providing the indemnifying Party with all reasonable assistance and authority to defend or settle any claims or proceedings; and
 - e) allowing the indemnifying Party to have sole control of the defence and any settlement negotiations of any claims or proceedings.
- The indemnifying Party shall not be liable for any settlements entered into by the indemnified Party without the prior written approval of the indemnifying Party.

5.2 Limitation of Liability

The following provisions set out each Party's entire liability (including any liability for the acts and omissions of its employees or agents) to the other Party in respect of:

- 5.2.1 a) any breach of its contractual obligations arising under the Agreement; and
- b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

5.2.2 Without prejudice to Clause 5.2.5, neither Party shall be liable to the other under or in connection with the Agreement, whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise for:

- a) any loss of anticipated savings or goodwill;
- b) any loss of contracts, business or revenue;
- c) any loss or corruption of data; and/or
- d) for any indirect, special or consequential loss whatsoever (including loss or damage suffered by the other Party as a result of an action brought by a third party);

whether or not the Party relying on this Clause 5.2.5 was advised in advance of the possibility of any such loss and even if such loss was reasonably foreseeable.

5.2.3 Subject to the provisions of Clauses 5.2.5 and 5.2.2, the total aggregate liability of either Party to the other under or in connection with the Agreement in any 12 month period in which a claim is made shall not exceed the greater of: a) fifty thousand pounds (£50,000); and

b) one hundred percent (100%) of the Recurring Charges payable by the Client under the Agreement during the said 12 month period subject to a maximum of five hundred thousand pounds (£500,000).

5.2.4 Itility's sole liability to the Client in respect of a failure of the Services for which Service Credits are available shall be the Service Credits.

5.2.5 Nothing in the Agreement shall exclude or limit either Party's liability for breach of its payment obligations, for fraud or for death or personal injury due to its negligence to the extent that the exclusion of liability is prohibited by or unenforceable under English law.

5.3 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement, or for credits under Schedule 4, due to any cause beyond its reasonable control, including but not limited to act of war, acts of God, earthquake, flood, embargo, riot, terrorist activity, sabotage, labour shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial endeavours to correct promptly such failure or delay in performance.

SECTION 6. CONFIDENTIAL INFORMATION

Confidential Information

6.1 Each Party shall keep confidential all information (including the terms of the Agreement) and documentation, including information concerning the business or trade secrets, processes, know-how or methods used by the other Party in carrying on business (the "Confidential Information"), obtained from the other Party pursuant to the Agreement. In order to protect Itility's rights and interests hereunder, the Client may only disclose Confidential Information regarding Itility to those of its personnel who require such Confidential Information for the purpose of the Agreement. In order to protect the Client's rights and interests hereunder, Itility may only disclose Confidential Information regarding the Client to those of its personnel, subcontractors, agents and professional advisors who require such Confidential Information for the purpose of the Agreement. Where a Party may disclose Confidential Information to its personnel, subcontractors, agents and professional advisors, such Party shall procure compliance by such personnel, subcontractors, agents and professional advisors with the terms of this Clause 6.

6.2 Each Party agrees that it shall not use any Confidential Information regarding the other Party for any purpose other than the performance of its respective obligations or enforcing its rights under the Agreement or as otherwise permitted hereunder, nor copy or any such Confidential Information to any third party without the prior written consent of the other Party's authorised representative.

6.3 This Clause 6 shall not apply to Confidential Information which the recipient can show to the disclosing Party's reasonable satisfaction:

6.4 was known to the recipient (without obligation to keep the same confidential) at the date of the disclosure;

- a) is after the date of disclosure lawfully acquired by the recipient in good faith from an independent third party who is not subject to any obligation of confidentiality in respect of such Confidential Information;
- b) in its entirety was at the time of disclosure or has become public knowledge otherwise than by reason of the recipient's neglect or breach of the restrictions set out in this or any other agreement; or
- c) is independently developed by the recipient without access to any or all of the Confidential Information.

SECTION 7. GENERAL TERMS

7.1 Transfer or Assignment.

Customer may not assign the Customer Service Order or transfer, sublicense, or assign the use of Services without the express prior written consent of Itility, which consent will not be unreasonably withheld or delayed. No such permitted assignment, transfer or sublicense shall relieve Customer of its obligations hereunder. Except for Colocation Space, Customer may resell the Services to third parties, provided that Customer shall indemnify, defend and hold Itility harmless from claims made against Itility by such third parties arising out of their consumption and use of the Services.

7.2 Notices.

Either party may deliver notices to the other by personal delivery or by postal delivery.

Notices sent to Customer will be delivered to the Customer's address listed on the Customer Service Order (or such other address as the Customer may notify Itility in writing).



If notice is to Itility, it will be addressed to the Legal Department, Itility, Elizabeth House, Victoria Street, Openshaw, Manchester, England, M11 2NX (or such other address as Itility may notify Customer in writing).

Notice shall be deemed delivered on the date of actual receipt.

7.3 Contents of Communications.

Itility does not monitor and will have no liability or responsibility for the content of any communications transmitted via the Services, and Customer will hold Itility harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content attributable to Customer or its agents, employees or users.

7.4 Content of the Internet.

Itility provides only access to the Internet. Itility does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against Itility relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

7.5 Publicity

The Customer Service Order grants no right to use any party's or its affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in any marketing, promotional or advertising materials or activities or activities. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, or the terms and conditions of any contractual relationship between Itility and Customer except as may be required by law or agreed between the parties in writing.

7.7 Access to the Internet.

Itility provides only access to the Internet. Itility does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against Itility relating to the content of the Internet or in respect of any information, product, service or software ordered through or provided by virtue of the Internet.

7.8 No Waiver.

No failure by either party to enforce any rights hereunder shall be construed as a waiver of such right(s).

SERVICE LEVEL AGREEMENT

DEFINITIONS

Itility: Itility

SLA: Minimum Levels of Service agreed within this Customer Master Agreement. Off-Net Traffic: Traffic that commences from or terminates to any location which is not on the Itility network.

On-Net Traffic: Traffic that commences from and terminates to a location which is on the Itility network.

Receive Traffic: Traffic from any origination point that is received by Customer from the Itility network.

Send Traffic: Traffic from any origination point that is sent by Customer onto the network.

Contracted Response Time: The Contracted Response Time is the maximum number of hours elapsed from the moment that the customer has logged a call (evidenced by receipt of a call number) to the time at which the technician is either on-site or available remotely ready to commence resolution of the problem.

Contracted Resolution Time: The Contracted Resolution Time is the maximum number of hours elapsed from the moment the technician is In Attendance until the problem has been resolved.

SERVICE LEVEL COMMITMENTS

Services are subject to the following Service Level Commitments. In the event Itility does not achieve a particular Service Level in a particular period, Itility will issue a credit to Customer as set forth below upon Customer's request. To request a credit, Customer must contact Itility Customer Service within five (5) days of the end of the period for which a credit is requested. In no event shall the total amount of credits issued to Customer per period exceed the periodic recurring charge for the affected Service; and no service credits will be made available to any customers who are in payment arrears, or who have breached their agreed payment terms.

7.9 Applicable Law.

The Customer Service Order shall be governed by and construed in accordance with English Law.

7.10 No Partnership.

Nothing in the Customer Service Order and no action taken by the Parties pursuant to the Customer Service Order shall constitute or be deemed to constitute between the parties a partnership, association, joint venture or other cooperative entity.

7.11 Price Increase- Colocation services only

a) The charges for any data centre hosting or co-location service are based on the assumption that there will be no increase in the cost to Itility of the electricity required to operate the customer equipment and the relevant data centre generally (including electricity used for heating/cooling) during the term of the provision of those services. In the event of any subsequent increase in the cost of electricity to Itility, Itility shall be entitled to increase the relevant charges to reflect the increased cost of electricity committed for consumption by the customer equipment and by an amount (calculated by reference to the space used by the customer at the relevant data centre) to reflect the increase costs in operating the data centre environment by serving not less than twenty-eight (28) days written notice to the customer.

b) Itility shall be entitled to increase the charges for any data centre hosting or co location service to reflect any increase in the costs to Itility generally providing that service since the service commencement date. Such cost increase may include increases in rent, rates, taxes, service charges and utility charges. Any increase applied by Itility pursuant to this clause 7.11 a, shall take into account any increases in the charges which have been made by Itility in the preceding twelve months in accordance with clauses 7.11 a and 7.11 c.

c) In the event of any changes in law occurring, Itility shall be entitled to increase the charges to reflect the increased cost to Itility of providing the services as a result of that change in law by serving not less than twenty-eight (28) days written notice of such increase to the customer.

Such price increases shall not exceed 20% in any 12 month period.

NETWORK AVAILABILITY SLA

The Availability SLA for On-Net Traffic is 99.9%. The Service is available if the service is available to send and receive traffic. In the event that the Service becomes unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the Periodic Recurring Monthly Revenue for



the affected Service based on the cumulative unavailability of the affected Service in a given period as set forth in the following table:

Achieved Availability	Service Credit
100%	None
≥99.9% - ≥99.3%	5%
<99.3% - ≥96.8%	10%
<96.8%	15%

NETWORK PACKET LOSS SLA

The Packet Delivery SLA for On-Net Traffic is 99.9%. Packet Delivery is the average number of Internet Protocol (IP) packets of information that traverse the Itility network and are delivered by Itility to the intended On-Net destination in a month. In the event the Packet Delivery SLA is not achieved for reasons other than an Excused Outage Customer will be entitled to receive a service credit equal to the charges for one (1) day of the MRC for the affected Service, up to a monthly maximum credit of one (1) day per calendar month.

CIRCUITS

The Availability SLA for circuits is set out below. The circuit is available if the circuit is available to send and receive traffic. In the event that the circuit becomes unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the Periodic Recurring Monthly Revenue for the circuit based on the cumulative unavailability of the affected Service in a given period as set forth in the following table

Circuit Type: Ethernet	
Achieved Availability	Service Credit
≥99.8%	None
<99.8% - ≥99.3%	5%
<99.3% - ≥96.8%	10%
<96.8%	15%

Circuit Type: Leased Line	
Achieved Availability	Service Credit
≥99.8%	None
<99.8% - ≥99.3%	5%
<99.3% - ≥96.8%	10%

Circuit Type: Ethernet First Mile	
Achieved Availability	Service Credit
≥98.8%	None
<98.8% - ≥98.2%	3%
<98.2% - ≥96.58%	3%
<96.8%	7%

ADSL SLA

As a standard supply ADSL is supplied to Itility by BT and as such carry no Service Level Agreement. An optional chargeable SLA is available and if specifically detailed on a service order then the following SLA will apply:

Site Type: ADSL and SDSL (Enhanced Care)	
Achieved Availability	Service Credit
≥98.5%	None

<98.5% - ≥97.5%	1%
<97.5% - ≥96.5%	2%
<96.5%	3%

MPLS

The Availability SLA for MPLS On-Net Traffic is 100%. The Service is available if the service is available to send and receive traffic. In the event that the MPLS core Service becomes unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the Periodic Recurring Monthly Revenue for the affected Service based on the cumulative unavailability of the affected Service in a given period as set forth in the following table:

Achieved Availability	Service Credit
100%	None
≥99.9% - ≥99.3%	5%
<99.3% - ≥96.8%	10%
<96.8%	15%

CO LOCATION

ENVIRONMENT SLA - POWER

Power: The Availability Service Level for Itility provided power to the Colocation Space is 100%. In the event of any power outage for reasons other than Customer actions or omissions, Customer will be entitled to Service Credits detailed under Environment Service Credits.

Humidity: Itility shall maintain the Colocation Area in which the Colocation Space is located (but shall not be obligated to maintain the Colocation Space itself) with a relative humidity in the range of 46.5% to 53.5% for 100% of the time Itility supplies Service.

Temperature: Itility shall maintain the Colocation Area in which the Colocation Space is located (but shall not be obligated to maintain the Colocation Space itself) with a maximum temperature of 27 degrees Celsius.

In the event of Itility failing in any of its Environment SLA's then the Customer will be entitled to receive a service credit equal to the charges for one (2) days of the Periodic Recurring Revenue for the affected Colocation Space (with a maximum of a one (2) days credit for all instances of non-performance of any Environment SLA in any twenty four (24) hour period).

RESPONSE / REPAIR TIME SLA

All requests for support will either be answered within two minutes or with an opportunity for Customer to leave a message. A request for service will be considered accepted once it has been logged on the system and an appropriate Call Number allocated and communicated to Customer "Service Call". Itility will use all commercially reasonable endeavours to provide a resolution for a "Service Call" within the Contracted Response Time and Contracted Resolution Time agreed below:

	Contracted Response Time	Contracted Resolution Time
On-Net Fault	1 Hours	4 Hours
Off-Net Fault	4 Hours	8 Hours
Managed Equipment	4 Hours	8 Hours
ADSL	None	None
ADSL (with SLA option)	4 Hours	End of Next Business Day
Remote Hands	2 Hours	None

In the event of Itility failing to meet its commitments under the SLA for response and repair times then the following service credits may be claimed: On-Net, Off-Net, Managed Equipment or ADSL fault: Additional 5% of the service credit claim for the service failure



ACCEPTABLE USE POLICY

Policies Regarding Acceptable Use

Our Internet Access service policies ("Policies") set forth below define acceptable practices while using Itility Internet Access Services (the "Service"). By using the Service, you acknowledge that you have read, understood, and agree to abide by the Policies. In addition, you acknowledge that you will be responsible for violations of these Policies by third parties that have gained access to the Service through your account. While it is not our intent to control or monitor your on-line experience or the content of your on-line communications, we may edit or remove content that we deem to be in violation of the Policies or that we otherwise deem harmful or offensive. The Policies apply to all aspects of the Service, including email, USENET postings, chatting, and browsing.

GENERAL

These Policies are designed to assist in protecting the Service, our customers, and the Internet community as a whole from improper and/or illegal activity over the Internet. You are generally expected to behave in a reasonable fashion and to adhere to commonly accepted practices of the Internet community.

For the most part, simply exercising good judgment and common sense while using the Service should enable you to remain within the purview of acceptable conduct as further described in these Policies. The categories listed below are intended merely to serve as guidelines regarding appropriate and inappropriate conduct; the list is by no means exhaustive and should not be interpreted as such.

RIGHTS OF IUTILITY

If you engage in conduct while using the Service that is in violation of the Policies or is otherwise illegal or improper, we reserve the right to suspend and possibly terminate your access to the Service. In most cases, we will attempt to notify you of any activity in violation of the Policies and request that you cease such activity; however, in cases where the viability of the Iutility network or services is threatened or cases involving UCE/SPAM, mail relaying, alteration of your source IP address information, denial of service attacks, illegal activities, harassment or copyright infringement, and we are unable to contact you, we reserve the right to suspend your service without notification. In addition, we may take any other appropriate action, legal or otherwise, against you for violations of the Policies, which may include termination of your Service. We do not make any promise, nor do we have any obligation, to monitor or police activity occurring via the Service and will have no liability to any party, including you, for any violation of the Policies.

UNAUTHORISED ACCESS/INTERFERENCE

You may not attempt to gain unauthorised access to, or attempt to interfere with or compromise the normal functioning, operation, or security of any network, system, computing facility, equipment, data, or information. You may not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet. You may not use the Service to monitor any data, information, or communications on any network or system without authorization. You may not attempt to gain unauthorized access to the user accounts or passwords of other users.

UCE/SPAMMING/MAILBOMBING

A User may not use the Service to transmit excessive volumes of unsolicited commercial e-mail messages or deliberately send excessively large attachments to one recipient. Any unsolicited commercial e-mail messages or a series of unsolicited commercial e-mail messages or large attachments sent to one recipient, constitutes Unsolicited Commercial E-mail "UCE" and is prohibited. In addition, "spamming" or "mailbombing" is also prohibited. Use of the service of another provider to send UCE, spam or mailbombs, to promote a site hosted on or connected to the Iutility network or services, is similarly prohibited. Likewise, you may not use the Service to collect responses from mass unsolicited e-mail messages.

SPOOFING/FRAUD

You may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than yourself for purposes of deception. Any attempt to impersonate someone else by altering your source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify your identity in connection with your use of the Service is prohibited.

E-MAIL RELAY

Any use of another party's electronic mail server to relay e-mail without express permission from such other party is prohibited.

USENET POSTINGS

All postings to USENET groups must comply with that group's charter and other policies. You are prohibited from cross posting to unrelated news groups or to

any news groups where the post does not meet that groups charter. Continued posting of off-topic messages, including commercial messages (unless specifically invited by charter), is prohibited.

ILLEGAL ACTIVITY

You agree to use the Service only for lawful purposes. Use of the Service for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful.

OTHER PROHIBITED ACTIVITIES

The following activities are also prohibited:

Attempting to intercept, redirect, or otherwise interfere with communications intended for others.

Intentionally transmitting files containing a computer virus or corrupted data.

Intentionally transmitting files containing a computer virus or corrupted data. Any other inappropriate activity or abuse of the Service (as determined by us in our sole discretion), whether or not specifically listed in these Policies, may result in suspension or termination of your access to and use of the Service.

COOPERATION WITH INVESTIGATIONS

We will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity.

PRIVACY

Because the Internet is an inherently open and insecure means of communication, any data or information you transmit over the Internet may be susceptible to interception and alteration. Subject to our On-line Privacy Policy, we make no guarantee regarding, and assume no liability for, the security and integrity of any data or information you transmit via the Service or over the Internet, including any data or information transmitted via any server designated as "secure." You may obtain a full copy of our On-line Privacy Policy at any time by visiting our Web site.

MODIFICATIONS

We reserve the right to modify these Policies from time-to-time in our sole discretion. We will notify you of any such modifications either via e-mail or by posting a revised copy of the Policies on our Web site.

EXCESSIVE USAGE

If you excessively use your dsl service in excess of average for your user account, you may not use the Service in excess of those limitations.

DIAL INTERNET ACCESS

The following Policies apply if your account includes accessing the Service through a Dial-Up connection.

EXCESSIVE USAGE

DSL/FTTC circuits will have bandwidth limitations for your user account to ensure all our customer benefit from high download speeds, you may not use the Service in excess of those limitations. For DSL/FTTC circuits a peak allowance of 135gb data transfer is provided per month, please discuss higher usage with your account manager as an additional bandwidth fee will apply of £5 per 10gb above the allowance above.

RESTRICTIONS ON USE OF ACCOUNT

It is your responsibility to keep your password secure. You may not share your password or user account with any other party. You may not resell or lease the Service or any portion thereof. You may not log-on to more than one user session at a time. You may not offer any public information service via the Service (including running a Web server or FTP server).

INACTIVITY DISCONNECTS

You may keep your user session connected only when you are actively using the Service. We may disconnect your user session if there appears to be no interactive activity within a 15 consecutive minute time period. Activity that is automatically generated by your computer system through automated programs, scripts, re-diallers, or any other software or hardware device will not be considered "interactive." The use of any automated method to avoid inactivity disconnects or to automatically reinstate an inactive connection is prohibited.

TRANSFER OF ACCOUNT

You may not transfer your account to anyone without our prior written consent. If you become aware of any violation of these Policies by any person, including third parties that have accessed the Service through your account, please notify us at abuse@Itility.c