



Mobile Service Agreement

No: **HIGH**

tel: 0870 774 1208

fax: 0870 774 1209

1. CUSTOMER INFORMATION

Title: First Name: Surname:
 Company Name
 Address:

 Postcode:
 Tel: Fax:
 Company Reg. No: No. of Years Trading
 Length Of Contract For Each Connection Made Under This Agreement: **24 Months**

2. BILLING ADDRESS (if different) N.B. Postal billing is available on request

Contact Name:
 Email Address:
 Address:

 Postcode:
 Tel: Fax:

3. CUSTOMER AGREEMENT

THE CUSTOMER IS AN AUTHORISED SIGNATORY AND HEREBY AGREES TO ACCEPT THE SERVICE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

I/We confirm that I/We will be liable for all charges raised by HIGHnet in respect of this agreement. I/We confirm that each cellular number, item of equipment or SIM card provided by or connected via HIGHnet which is ordered and accepted by me/us now or in the future, shall be subject to the length of contract stated on this agreement and be bound by HIGHnet Limited Terms & Conditions.

I/We confirm acceptance of payment terms and agree to pay all invoices raised by HIGHnet Limited within 14 days of issue by DIRECT DEBIT. I/We also accept that HIGHnet may make a search with a credit reference agency. This agency will keep a record of that search and will share that information with other businesses. We may also make enquiries about the Principles/Directors with a credit reference agency. In the event of non-payment HIGHnet may pass information contained on this account form to a third party in order to pursue the debt.

Termination of service within the minimum term, or if the level of usage drops below the minimum Average Revenue Per User threshold of £20 per user per month:- then the customer is liable to pay HIGHnet the minimum sum of HIGHnet's full Line Rental price (£12.00) until no less than the end of the contractual period. If the customer continues to use HIGHnet's mobile service beyond the minimum contractual term then the customer is liable to keep the level of usage per user above the Average minimum Revenue Per User until notice of termination is given by the customer. If level of usage falls below ARPU threshold the customer is liable to pay HIGHnet's full Line rental price until notice is given. If the customer disconnects or terminates service within their minimum term, or if the level of usage drops below the Average Revenue Per User for the customer up until that date during their term HIGHnet reserves the right to charge the customer the Average Revenue Per User for the customer's account up until the end of their minimum term.

4. SIGNATURE PANEL

Name: Position:
 Signature: Date:

5. SALES INFORMATION

Dealer: Sales Ref:

I understand that I may receive occasional communications from HIGHnet, and that my details will **not** be shared with any third parties. To opt out, indicate here:



Originators Identification Number

6 0 1 0 5 9

Bank or Building Society Name

Branch Sort Code

 - -

Account Name

Account Number

HIGHnet Reference Number

HIGH

The Direct Debit Guarantee



- ◆ This Guarantee is offered by all banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security is monitored and protected by your own Bank or Building Society
- ◆ If the amounts to be paid or the payment dates change HIGHnet will notify you 14 days in advance of your account being debited or as otherwise agreed
- ◆ If an error is made by HIGHnet or your Bank or Building Society you are guaranteed a full and immediate refund from your branch, of the amount paid
- ◆ You can cancel a direct debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us

HIGHnet. Freepost SCO 2080, IV1 1BR
 Tel: 0870 774 1208 Fax: 0870 774 1209
 VAT No 653 0101 87 Co Reg. SC154414



TERMS AND CONDITIONS OF SERVICE

YOUR AGREEMENT TERMS

"Agreement" means these terms, any terms that apply to the supply of the Additional Wireless Services, any supplemental agreement and any amendments to these terms or the terms that apply to the supply of the Additional Wireless Services and any other terms that apply to the supply of the Additional Wireless Services. "Additional Wireless Services" means any additional wireless services agreed to be supplied by HIGHnet to the Customer from time to time (subject to the standard terms of service applicable to such supply). Which services and their location are specified in the Sales Order unless removed from the listing) from time to time on HIGHnet application forms. "Airtime" means wireless telecommunications airtime and network capacity procured from the Network Operator.

"Account Number" means the account number allocated to the Customer by HIGHnet for the purpose of placing Sales Orders. "Airtime Charges" means the recurring charges for Airtime (being Line Rental Charges and call Charges) to be paid by the Customer as set out on application form. "Charges" means the charges for Wireless Services payable to HIGHnet by the Customer in accordance with clause 6.1.

"Commencement Date" means the date upon which Wireless Services are first provided to the Customer.

"Customer" means the customer of HIGHnet whose details and registered office appear on application form and any group or subsidiary companies as the same are defined by section 736 of the Companies Act 1985.

"Customer Service Charter" means the service charter, being the internal document which HIGHnet uses to set out the standards of service to be provided for the provision of managed customer services on a non-discriminatory basis to customers and as detailed at <http://www.HIGHnet.co.uk>.

"Data" means call and billing information.

"Device" means a wireless telecommunications device or handset incorporating a SIM Card.

"Device Subsidy" the subsidy applicable to any item of Equipment for the relevant Minimum Period.

"Disconnection Notice" means a notice to disconnect one or more items of Equipment or Devices from the Wireless Services given pursuant to clause 5.1 which should be in the form made available to the Customer by the Help Desk at the Customer's request or in a form as otherwise agreed by HIGHnet.

"Discount Table" Form which states the discounts (variable by HIGHnet) from time to time available to the Customer in respect of some of the tariffs. "Early Termination Payment Table" Means the table which sets out the sum which may be payable by the Customer (variable by HIGHnet from time to time) if the Equipment is terminated during the Minimum Term in respect of HIGHnet tariffs.

"Equipment" means the items sold by HIGHnet to the Customer under this Agreement and includes any Software and documentation supplied under this Agreement.

"Equipment Prices" means the standard prices charged by HIGHnet for Equipment identified in the Price List and shall include the price charged by HIGHnet for the Equipment as set out on application form.

"Helpdesk" means the service which is available to the Customer as described in the Price List which uses certain wireless extension technology and that enables certain Devices purchased by the Customer pursuant to the terms of this Agreement to operate as part of the Customer's wireless virtual private network.

"Helpdesk" means HIGHnet's Helpdesk for customers.

"Line Rental Charges" means the charges payable by the Customer which forms the non-usage dependent part of the Airtime Charges.

"Minimum Period" means in respect of each item of Equipment the term of the contract from the Commencement Date or the date of supply of new or upgrade of such equipment or the date of a port or migration (whichever is the later).

"Minimum Term" means the number of years stated on application form from the date of supply of the Equipment to the date of termination of the date of connection, port migration or upgrade of Equipment.

"Network Operator" means the network operator who operates the wireless telecommunications network or networks to which the Equipment is connected and from whom Airtime is procured by HIGHnet for the benefit of the Customer.

"Numbers" means the telephone numbers allocated to HIGHnet by the Network Operator and used by the Customer to access the Wireless Services.

"On-Line Account Management System" means the system and software used by HIGHnet for the time being to record details of the Customer, inventory, Data and to access the Wireless Services.

"On-Line Account Management Service" means the secure service available to certain HIGHnet customers on specified terms and conditions via the HIGHnet website to access, download, store and make use of online account information.

"Price List" means the descriptions of and the list of prices and tariffs for Equipment, Wireless Services and for the Value Added Wireless Services which are charged to customers, and which documents are available to the Customer at the Help Desk at the Customer's request.

"Sales Order" means a request by the Customer pursuant to clause 4.1 for Equipment or Value Added Wireless Services or a change or variation in respect of the same (but not a disconnection) which should be submitted in accordance with the Sales Order process and using the Sales Order Form made available to the Customer by the Help Desk at the Customer's request.

"SIM Card" means the subscriber identity module supplied by the Network Operator (and which shall remain the property of the Network Operator) which identifies a Device as belonging to the Customer and being in service.

"SMS" means the short message service, which enables text messages to be sent and received via Devices connected to the Wireless Services.

"Software" means any software or software services supplied by the Network Operator or any supplier of a Device under the terms of or in respect of this Agreement to the Customer which shall be on the terms of a non-exclusive, non-transferable licence and which software is to be used for the sole purpose of operating the Equipment in order to be able to obtain the Wireless Services and/or any Value Added Wireless Services.

"Supplemental Agreement" means the terms and conditions of the Business Sense programme relating to those elements you choose or are eligible to take.

"Termination Fee" means the Line Rental Charges to the end of the Minimum Period in respect of each Device or SIM Card disconnected from the Wireless Services, and if appropriate the sum stated in Early Termination Payment Table.

"Termination Notice" means the notice to terminate this Agreement served pursuant to clause 9 which should be submitted in accordance with the Termination Notice process and using the Termination Notice form, as made available to the Customer by the Help Desk at the Customer's request.

"Wireless Services" means the services provided to the Customer as specified in the Sales Order, including, but not limited to, installation, insurance, field services, repair etc. as may be made available from time to time by HIGHnet to Business Customers on a non-discriminatory basis and details of which appear on the Price List.

"Wireless Services" means the services provided to the Customer of Airtime and Equipment, GroupWorker, Additional Wireless Services, and/or the Value Added Wireless Services or any other services which HIGHnet may from time to time provide.

"Wireless Service Period" means the period commencing at the Commencement Date and ending at the end of the Wireless Services will be provided by HIGHnet to the Customer pursuant to this Agreement.

"Agreement for the Sale and Purchase of Equipment" means the agreement for the sale and purchase of Equipment.

1.1 To sell and supply to the Customer the Equipment; and

1.1.2 subject to acceptance by HIGHnet of a satisfactory Sales Order prior to 11.00 am, and subject to availability of stock, to arrange for any such Equipment to be delivered to the Customer in accordance with the Service Charter.

1.2 HIGHnet will use its reasonable endeavours to ensure that all Equipment when delivered is in full working order, and performs in accordance with manufacturer's description and specifications.

1.3 HIGHnet guarantees the item of Equipment supplied to the Customer under the terms of this Agreement for a period of 12 months unless special conditions associated with certain Equipments apply. The Customer is referred to the Price List in this regard. Such guarantee does not extend to the equipment and its repair. However, HIGHnet will repair or replace the Software supplied under this Agreement to be error free, but HIGHnet will correct errors within a reasonable time if they impair the performance of the Equipment. If the Customer reports a fault during any guarantee period and HIGHnet investigates such report and finds that the fault is due to faulty design, manufacture or materials then HIGHnet shall, at its own exclusive option, either replace the faulty Equipment with a new or similar Equipment or repair the faulty Equipment provided that such replacement and repair is carried out within the guarantee period. HIGHnet has been used always in strict accordance with HIGHnet's or the manufacturer's/suppliers instructions and advice; and

1.3.2 the fault is not due to damage (including lightning, electrical and accidental damage) or the actions or inaction of any party other than HIGHnet; and

1.4 HIGHnet's obligation to sell and supply Equipment shall cease as and from the date of any Termination Notice. (Although HIGHnet may thereafter sell and supply Equipment at its discretion).

1.5 In the event of the Customer's request that the Customer shall take place when the Customer takes delivery or possession of the Equipment.

1.6 Where Equipment is provided to the Customer on a chargeable basis then notwithstanding delivery and acceptance of the Equipment title in the Equipment shall pass to the Customer on the date of delivery of the invoices relating to the Equipment have been paid in full to HIGHnet.

1.7 Where Equipment is provided to the Customer on a free of charge basis, then notwithstanding delivery and acceptance of the Equipment title in the Equipment shall remain with the Customer until the date of termination of the Equipment or disconnection of the Equipment from the Wireless Services. HIGHnet shall reserve the right to request the safe return of the Equipment from the Customer to HIGHnet. The Customer shall keep the Equipment in good working order during the Minimum Term and shall not be entitled to reserve the right to charge the Customer any applicable replacement or repair charges as set out from time to time in the Price List for any Equipment that is not returned to HIGHnet in accordance with the

provisions of this clause.

1.8 Unless and until title in the Equipment has passed from HIGHnet to the Customer, the Customer undertakes not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Equipment in any way.

1.9 Notwithstanding clause 1.8 risk in the Equipment will pass to the Customer upon delivery and the Customer will be liable for any loss or damage of the same as and from the time when the Equipment is delivered to the Customer and until the date of the Sales Order unless the damage is caused by negligence of HIGHnet.

1.10 HIGHnet reserves the right to add, substitute, or to discontinue any item of Equipment at any time. HIGHnet does not guarantee the continuing availability of any particular service (including but not limited to the services acknowledged) may be dependent upon third parties in this respect.

1.11 The Customer agrees to purchase and to accept delivery of the Equipment on the terms of this Agreement and undertakes to notify HIGHnet as to any defect, loss, theft, shortage or discrepancy in any Equipment within 14 days of delivery.

2. Agreement for the Sale and Purchase of Airtime, GroupWorker, Wireless Services and any Additional Wireless Services

2.1 On the acceptance by HIGHnet of an application by the Customer for HIGHnet Service HIGHnet agrees and undertakes that it will use its reasonable endeavours to provide the HIGHnet Service on the following terms:

2.1.1 HIGHnet will provide the HIGHnet Service by a date which it shall specify to the Customer and the Customer agrees to accept the HIGHnet Service then HIGHnet may determine a new date for provision of the HIGHnet Service. All dates for provision of the HIGHnet Service are estimates only. HIGHnet accepts no liability for failure to meet any estimated date for provision of the HIGHnet Service.

2.1.2 The period for provision of the HIGHnet Service shall be agreed by HIGHnet, shall be specified in the Customer's application for the HIGHnet Service and shall be in accordance with the tariffs, prices and notes set out in the Price List. Following the expiry of any initial fixed term of the HIGHnet Service the HIGHnet Service shall continue for further subsequent fixed periods of one year unless and until the Customer shall give HIGHnet at least one month's written notice prior to the end of the relevant annual period of its wish to terminate the HIGHnet Service in which case HIGHnet shall cease to provide such Service at the end of that annual period.

2.1.3 The Customer may by one month's written notice to HIGHnet request termination of its HIGHnet Service. HIGHnet shall agree to such request on payment by the Customer of the Termination Fee. HIGHnet shall continue to provide the Service for the remainder of any outstanding fixed period for provision of the HIGHnet Service.

2.1.4 The Customer agrees that any telecommunications equipment purchased by the Customer for the purpose of providing the HIGHnet Service shall remain the property of HIGHnet and the Customer shall be responsible for its proper use. If any part of such telecommunications equipment is lost, destroyed or damaged (save for fair wear and tear) the Customer shall pay to HIGHnet the replacement cost of the equipment. HIGHnet shall not permit any third party to interfere with such telecommunications equipment.

2.1.5 The Customer agrees that any telecommunications equipment of its own that it connects to any telecommunications equipment provided by HIGHnet in connection with the HIGHnet Service shall meet relevant standards and licences applicable to the Network Operator. If the Customer's equipment does not meet those standards or licences then the Customer must immediately disconnect such equipment or allow HIGHnet to do so at the Customer's expense. The Customer's telecommunications equipment must only be connected to HIGHnet's telecommunications equipment supplied in connection with the HIGHnet Service using connecting points approved by HIGHnet.

2.1.6 HIGHnet engineers request access to the Customer's premises to carry out any maintenance or repairs to the HIGHnet Service then the Customer will provide such access subject to HIGHnet complying with the Customer's and/or any third party's reasonable requirements as to security and safety of people at such premises.

2.1.7 HIGHnet will have to place certain telecommunications equipment at the Customer's and/or at third party's premises in order to be able to provide the HIGHnet Service. The Customer agrees to provide a suitable place and conditions for such equipment (including electricity supply and connections points) at its own expense at its or third party's premises.

2.1.8 The Customer shall ensure that any telecommunications equipment supplied in connection with the HIGHnet Service is not used for any purpose other than that for which it is intended.

2.1.9 HIGHnet agrees and undertakes that it will as and from the Commencement Date and continuing throughout the Service Period use its reasonable endeavours to: procure from the Network Operator Airtime on a 24 hour per day 365 days per year basis; and

2.2 To allocate to the Customer GroupWorker Numbers for assignment to and use by the Customer with the Devices; and

2.2.3 connect and activate each SIM Card on to the Wireless Services and to allocate Numbers appropriately to each SIM Card; and

2.2.4 to ensure that the Customer's equipment is not used for any purpose other than that for which it is intended, and that the Customer's equipment is not used for any purpose other than that for which it is intended.

2.2.5 The Customer agrees to inform the Network Operator of any change to the GroupWorker Service, network, switch, software is suitable for the GroupWorker Service and (iii) the Customer provides all reasonable assistance and information to HIGHnet to enable it to provide and configure the GroupWorker Service; and

2.2.6 to provide any Value Added Wireless Services requested by the Customer; and

2.2.7 to submit to the Customer agreeing to the terms applicable to the supply of Additional Wireless Services and subject to their availability to the Customer, provide the Additional Wireless Services.

2.3 HIGHnet reserves the right to add, substitute, or to discontinue any Value Added Wireless Services at any time. HIGHnet does not guarantee the continuing availability of any particular Value Added Service and (as the Customer acknowledges) may be dependent upon third parties in this respect.

2.4 The Customer agrees to purchase the Wireless Services from HIGHnet on the terms of this Agreement.

2.5 Copyright in the On Line Account Management website belongs to HIGHnet Limited. HIGHnet Limited copyright must remain on all reproductions of material from this website. The Customer may access, download, store and make use of online account information and shall agree to any special terms and conditions that apply to the provision of such online account information.

2.6 The Customer agrees not to use the SMS service for the purpose of marketing or advertising company's products or services to Device users without the consent of those users.

2.6.1 The Customer agrees that SMS text messages which are sent via the Customer's HIGHnet Service, or other leased, or indirect access, to a Device which is not connected to the HIGHnet network, shall be treated as additional inter-connect charges in respect of transfer of the message to another mobile network operator service and HIGHnet reserves the right to invoice the Customer, and the Customer agrees to pay such charges.

2.7 The Customer agrees that in using the SMS service, the Customer shall be deemed to have agreed to the terms of the service which may originate from a variety of sources; and

2.7.2 HIGHnet is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to the Customer's Devices, which originate from such sources.

3. Service Standards

3.1 The Customer is entitled to the same quality of Service as is generally provided by HIGHnet to its other customers.

3.2 HIGHnet warrants that it will perform its obligations in this Agreement with the reasonable skill and care of a competent wireless telecommunications virtual service provider and warrants that:

3.2.1 the Wireless Services will conform in all material respects to the description of the same in the Price List; and

3.2.2 it will to the best of its ability maintain accurate records of Data so as to ensure accurate billing; and

3.2.3 it will operate a Helpdesk during working hours as specified in the Price List; and

3.3 The Customer acknowledges that HIGHnet is entirely dependent upon its suppliers and the Network Operator in relation to:

3.3.1 the quality of Airtime; in terms of line clarity, and call interference; and

3.3.2 the quality of the Network Operator's services.

3.3.3 local geography, topography and/or atmospheric conditions and/or other causes of physical or electromagnetic interference that may from time to time adversely affect the provision of Airtime.

3.4 In the event of any such cause of interference from time and without notice suspend the Wireless Services and provision of customer services in accordance with the Service Charter and at its discretion suspend the provision of Wireless Services to the Device in any of the following circumstances:

3.4.1 where the Customer is unable to comply with the terms of this Agreement unless reasonable endeavours to restore the Wireless Services, the Service Charter and reconnect the Device as soon as reasonably practicable;

3.4.2 during any technical failure, modification or maintenance of the telecommunications systems by which the Wireless Services are provided; and

3.4.3 during any technical failure, modification or maintenance of the HIGHnet System by which the customer services in line with the Service Charter are provided; and

3.4.4 if the Customer fails to comply with the terms of this Agreement after being given written notice of its failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied; and

3.4.5 if the Customer allows to be done anything which in HIGHnet's opinion is likely to result in the suspension of any payments made to the Device's SIM card or the Device itself, or the Device is identified as having been stolen.

3.4.6 at its discretion suspend any Device from making calls (other than to the emergency services) and disconnect the Device if HIGHnet has been notified in any manner prejudicial to the interest of the Customer and/or HIGHnet; and

3.4.7 because of an emergency or upon instruction by emergency services

or any government or appropriate authority (including the Network Operator) or for the Customer's own security.

3.5 During any period of suspension arising from the circumstances detailed in clauses 3.4.3 to 3.4.7 inclusive, the Customer shall remain liable for the charges incurred in respect of the suspension.

3.6 If HIGHnet in their sole discretion re-instate the Service following a suspension or disconnection, the Customer may be liable for a re-connection fee if the suspension or disconnection is due to the default of the Customer.

4. Sales Orders

4.1 At any time after the Commencement Date the Customer may by means of a Sales Order request a change or a variation to the Wireless Services and/or any Value Added Wireless Services.

4.2 All Sales Orders shall be subject only to the terms of this Agreement.

4.3 All Sales Orders shall be subject to the terms of this Agreement, communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing Sales Orders shall be ineffective.

4.4 HIGHnet undertakes to use all reasonable endeavours to fulfil any Sales Order as soon as reasonably practicable and if possible by the requested date for delivery/commencement.

4.5 The Customer undertakes to use its reasonable endeavours to keep HIGHnet informed whenever reasonably practicable of likely future Sales Orders.

4.6 From and from the date of any Termination Notice HIGHnet shall have no obligation to fulfil any Sales Orders, but may in its discretion choose to do so and for the avoidance of any doubt any Device supplied under the terms of this Agreement will be charged to the Customer at its full price as set out in the Price List from the date of the Termination Notice.

5. Disconnection of Devices

5.1 A Disconnection Notice may be given by the Customer in respect of an item of Equipment at any time.

5.2 On giving of a Disconnection Notice HIGHnet will disconnect the relevant Device or Devices from the Wireless Services in accordance with the Disconnection Notice upon the expiry of 30 days from the date of the Disconnection Notice. The Agreement will remain in full force and effect in relation to all other Equipment and in relation to the provision of Airtime to the relevant Equipment.

5.3 In the event that the Customer gives a Disconnection Notice to take effect (and resulting in Device disconnection) prior to the expiry of the Minimum Period for the particular Device concerned, the Customer will pay the Termination Fee and a Disconnection Termination Fee.

6. Basis of Charges

6.1 Except in the circumstances described at clause 4.5 the prices and tariffs payable by the Customer to HIGHnet for Equipment and Airtime are set out in the Price List. The prices and charges are set out in the Price List.

6.2 The Customer hereby agrees to pay the Charges in full without any deduction or set off to HIGHnet within 14 days following the date of invoice.

6.3 HIGHnet will provide the discount on call charges shown in the Discount Table which is appropriate for the Minimum Term selected by the Customer. HIGHnet will apply the discount on the basis the Customer will be using the Service for the Minimum Term. When the Minimum Term expires, HIGHnet will no longer apply this discount to any Devices connected to the Service.

6.4 Notwithstanding clause 17.2 of this Agreement HIGHnet shall only be required to give as much notice as is reasonably practicable of charges to be applied to the Customer's account arising as a consequence of variations or changes imposed by third party manufacturers or suppliers or by the Network Operator, or due to variations in the rate of Value Added Tax or other applicable taxes, or the rates of the Wireless Services.

6.5 The Charges are exclusive of Value Added Tax.

6.6 The Charges detailed on application form are available subject to the Customer achieving the Minimum Holding within six months of the Commencement Date and maintaining the Minimum Holding for the duration of the Service. Where the number of Devices connected to the Service falls below the Minimum Holding for a consecutive period of three months HIGHnet reserves the right to amend the Charges accordingly.

7. Billing Arrangements

7.1 HIGHnet shall following the end of each calendar month on the date agreed from time to time, submit to the Customer one or more invoice(s) which shall itemise charges for Wireless Services and provide other information in respect of any sums due to HIGHnet and presented in a format and in a medium agreed with the Customer.

7.2 All Charges shall be based upon Data recorded or logged by HIGHnet.

7.3 Without prejudice to any other rights of HIGHnet in the event of the Customer failing to pay any sums due to HIGHnet on time or at all, notwithstanding delivery of a written reminder to the Customer HIGHnet shall be entitled to:

7.3.1 charge interest (both before and after any judgement) on amounts payable to the Customer under this Agreement from the due date until the payment is received in full; and

7.3.2 claim from the Customer all costs and expenses (including legal costs) incurred in the collection of overdue amounts from the Customer.

7.3.3 suspend the provision of the Wireless Services, the performance of customer services to the Service Charter and/or disconnect Devices or Equipment from the Wireless Services, until such time as all payments due to HIGHnet in respect of the Service are satisfied in full.

7.4 HIGHnet reserves the right to review any credit applied to this Agreement. HIGHnet may require from the Customer a deposit as security for payment of Charges. The Customer may request the return of any deposit provided by the Customer, but HIGHnet may assign or transfer any deposit prior to termination of the Agreement will be at the discretion of HIGHnet. HIGHnet reserves the right to set off any deposit against the Charges. HIGHnet requires the Customer to pay Direct Debit.

8.1 The Customer undertakes with HIGHnet that throughout the Service Period it will:

8.1.1 not permit or suffer its employees to act or omit to act in any way which may injure or damage any persons' property or in any way which may be injurious to the interests of the Wireless Services or any aspect of them to be suspended; and

8.1.2 not use or allow its employees to use the Equipment or have access to the Wireless Services for any improper, immoral or unlawful purpose; and

8.1.3 comply with all statutory requirements in relation to the use of the Equipment and the Wireless Services; and

8.1.4 provide HIGHnet with such information as HIGHnet reasonably requires in order to ensure that the Service is provided in full.

8.1.5 not use the Equipment and the Wireless Services for any purpose other than that for which it was designed or intended, or for self provision of wireless telecommunications services; and

8.1.7 notify HIGHnet immediately (and to confirm in writing) on becoming aware of any circumstances which may be likely to result in the Service being suspended; and

8.1.8 not use the Equipment or the Wireless Services for any purpose other than that for which it was designed or intended, or for self provision of wireless telecommunications services; and

8.1.9 not damage or tamper with the Equipment so as to invalidate any warranty provided by the Equipment manufacturer and to pay the standard charges provided by HIGHnet in respect of the repair or replacement of any Equipment which is outside (in scope or time) the warranty provided by the manufacturer of the Equipment; and

8.1.10 use the Equipment and any Software in accordance with any user guide or other reasonable instruction of any manufacturer or supplier of the same or reasonable instruction of HIGHnet and not to copy (save as permitted by the relevant copyright law) any Software or other material.

8.2 In the event of Equipment or Software being damaged, destroyed, lost or stolen then the Customer agrees to pay the applicable replacement or repair charges as set out from time to time in the Price List and shall be liable to HIGHnet in respect of any charges losses or expenses associated with such damage, destruction, destruction, destruction.

8.3 In the event that the Customer is subject to a claim in respect of any alleged infringement of any trademark, patent, registered design or copyright arising from its normal use or possession of Equipment or Software, HIGHnet shall have the right to require the Customer to indemnify the Customer for the full amount of any claim, proceedings and expenses arising from any such infringement by the Customer.

8.4 The Customer's Agreement shall also apply to any Sales Orders placed by any subsidiaries or group companies of the Customer (unless the parties agree in writing otherwise). The Customer agrees that it is the authorised agent of its subsidiary and group companies and will be liable to HIGHnet for any claims, proceedings and expenses arising from any breach of the terms of this Agreement by any subsidiary or group companies.

8.5 The Customer agrees to sign any agreement reasonably required by the owner of the copyright in the Software, including where appropriate any licence or licence agreement necessary to protect the owner's interest in the Software.

9. Duration and Termination

9.1 This Agreement shall commence on the Commencement Date and shall continue in full force and effect until the end of the Minimum Term. Period until the same is brought to an end by means of Termination Notice.

9.2 A Termination Notice may be given by either party if the other party is in

breach shall have failed to remedy the breach within thirty (30) days of written notice specifying the breach and requiring its remedy, or the breach is not capable of remedy.

9.3 The Customer may give a Termination Notice may be given by HIGHnet at any time on the grounds that:

9.3.1 the Customer has persistently failed to pay monies properly due to HIGHnet under this Agreement; or

9.3.2 the Customer is otherwise materially or persistently in breach of the Agreement; or

9.3.3 bankruptcy or insolvency proceedings are brought against the Customer, or if an arrangement with creditors is made, or a receiver or administrator is appointed in respect of the Customer's assets, or if the Customer goes into liquidation; or

9.3.4 Airtime becomes unavailable due to the termination of any of HIGHnet's agreements with the Network Operator(s).

9.4 Termination Notices shall be given to the Customer at any time by the Customer if HIGHnet increases its prices or tariffs in respect of Airtime or Equipment from the Charges set out on application form to the Customer's material disadvantage or substantially varies these terms to the Customer's material disadvantage OTHER than where such increases in prices or tariffs or changes to these terms arises as a consequence of a change or variation in prices, tariffs, terms or otherwise made or requested by the Network Operator and/or third party manufacturers or suppliers and/or due to a variation in the rate of Value Added Tax.

9.5 In the event of a Termination Notice by HIGHnet to the Customer this Agreement will come to an end 7 days thereafter, and upon the giving of a Termination Notice by the Customer to HIGHnet this Agreement will come to an end 30 days thereafter.

9.6 In the event of a Termination Notice or otherwise upon the determination of this Agreement HIGHnet will disconnect all Devices, all SIM Cards, (and any other Equipment) from the Wireless Services and the Customer will pay to HIGHnet any applicable Termination Fee.

9.7 In the event of a Termination Notice or otherwise upon the determination of this Agreement the Customer will be liable for its minimum term, or if the level of usage drops below the minimum Average Revenue Per User threshold of £20 per user per month, then the customer is liable to pay HIGHnet the minimum sum of HIGHnet's full Line Rental price (£12.00) until no less than the end of the contractual period.

9.8 In the event of a Termination Notice or otherwise upon the determination of this Agreement the Customer is liable to keep the level of usage per user above the minimum Average Revenue Per User until notice of termination is given by the customer. If level of usage falls below ARPU threshold the customer is liable to pay HIGHnet's full Line rental price until notice is given.

9.9 If the customer disconnects or terminates service within their minimum term, or if the level of usage drops below the