

ADSL Order Form

Account Manager: _____

Reseller: IT Department UK Ltd

Company Contact details

Company name			
Telephone number	Fax number	Account No. (if known)	Company reg number
Postal Address		Invoice Address (if different)	
Post code		Post code	
Company Contact		Telephone number	
Email address			
Billing contact		Telephone number	
Email address			
Technical contact		Telephone number	
Email address			

Domain name

Domain name required (see note 1): 1 _____ 2 _____ 3 _____	Which suffix do you require .co.uk <input type="checkbox"/> .com <input type="checkbox"/> other _____ Do you already own this domain name? Yes <input type="checkbox"/> No <input type="checkbox"/> If you answered yes above: Is it already hosted by Mistral? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, do you require Mistral to host it? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, see note 2. If no, see note 3.
<p>Note 1. Picking a domain name: For new domains we suggest that you submit 3 choices, as we cannot guarantee that your first choice will be accepted. Domain names can only these characters: A-Z, a-z, 0-9 and hyphens. No other characters are permitted. All numeric names are not permitted. Domain names must consist of more than 2 characters. New domain names must end in .co.uk or .org.uk. If you represent a Ltd or a PLC you may request yourcompanyname.ltd.uk or yourcompanyname.plc.uk, although for these top level domains we require more information. Should you require a .com, .net or .org domain, Mistral will charge a registration fee of £80 per domain.</p> <p>Note 2 Moving a domain to Mistral Internet: If you have an existing domain ending in .uk, please fax the Hostmaster of your current internet service provider (on company headed paper), instructing them to change the IPSTAG to "MISTRAL", otherwise the transfer will be delayed. If you have an existing domain ending in .com, .net or .org, please ask your Mistral account manager to furnish you with the details that should be forwarded to the Hostmaster of your current ISP. Please be aware that transfer procedures differ between registrars and some types of domain names may take longer than others if we are not supplied with all the relevant information.</p> <p>Note 3 Mail arrangements for domains not hosted by Mistral Internet: If Mistral Internet does not host your domain you will need to arrange for the ISP hosting the domain to set the MX record to point to the Mistral mail servers. Please contact Mistral to obtain this information.</p>	

IP Addresses

Do you require Fixed IP Addresses? Yes No

If yes: Most companies will require no more than 8 IP addresses (see note 1). Do you require more than 8 IP addresses? Yes No

If you answered yes above you MUST complete the rest of this section, otherwise move to the next section.

Description of your Network:
 Number of sites: _____ Number of users: _____ Type of network: _____ Number of PC's on network: _____

Equipment	Number – now	Number – in 1 year	Number – in 2 years
Router			
Server			
PC's			
Other			

How many IP addresses do you require? (RIPE may not assign you that many) _____

Please note: If you find that you require more IP addresses after the installation is completed you will be charged for re-configuring the ADSL router.

Do you already have any IP addresses assigned to you? Yes No (If yes we will contact you for more information)

Note: Number of IP addresses required: Subject to RIPE approval any number of IP addresses can be supplied. However, most companies will require no more than 8. Internet Facing IP Numbers are required for devices such as the router, firewall, mail server or proxy server. A firewall or proxy server can be configured to perform Network Address Translation (NAT), mapping Internet facing IP numbers to an internal IP range. The Internal range would be used on PC workstations, etc. Additional IP addresses are only required if other machines on your network need to be visible to the Internet. **Please note that the first 3 IP numbers of any IP range are automatically allocated (Network Address, Broadcast Address and Router Address).**



Mistral Internet Terms and Conditions

Mistral Standard Agreement

This agreement is made between Mistral Internet Group Limited (registered in England & Wales under number 04272612) of Six West Links, Tollgate Business Park, Chandlers Ford SO53 3TG (MISTRAL) and the CUSTOMER, as specified on the ADSL ORDER FORM.

MISTRAL agrees to provide Internet Services as specified under this agreement.

1. Definitions

In this agreement (which includes the appendices hereto) the following terms shall have the following meanings:

“**AGENT**” – The agent, if any, representing MISTRAL in the sale of the service to the customer.

“**AGREEMENT**” – The agreement comprising the ADSL ORDER FORM, these TERMS AND CONDITIONS, the SERVICE LEVEL AGREEMENT attached as Schedule 1 and all other documentation referred to in any of the terms.

“**ADSL ORDER FORM**” – the order form which specifies the SERVICE and forms part of this agreement

“**CUSTOMER**” – the customer specified on the ADSL ORDER FORM.

“**SERVICE**” – MISTRAL’s services as detailed on the ADSL ORDER FORM

“**START DATE**” – the day that the SERVICE becomes fully functional and is handed over to the CUSTOMER.

“**INITIAL TERM**” – a period of twelve (12) months from the START DATE.

“**EVENT OF FORCE MAJEURE**” – such event as defined in clause 16.10 below.

“**INSOLVENCY EVENT**” – if a party becomes insolvent, has a receiver appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for amalgamation or reconstruction) or if ownership or control shall pass into the hands of any other legal person (other than assignment under clause 16.1), or an event analogous occurs in respect of a party in any jurisdiction to which that party is subject.

“**ACCEPTABLE USE POLICY**” – MISTRAL’s rules concerning acceptable usage of the MISTRAL network, attached as Schedule 2.

“**RIPE**” – (Réseau IP Européens) The organisation that assigns TCP/IP addresses to Internet Service Providers and their customers in Europe.

2. Terms of Purchase

These MISTRAL Terms and Conditions shall apply to the subject matter of this AGREEMENT to the entire exclusion of any documentation proposed by the customer.

3. Services

Subject to compliance by the CUSTOMER with its obligations under this agreement, MISTRAL shall provide the services to the CUSTOMER during the currency of this AGREEMENT with reasonable care and skill. MISTRAL reserves the right to vary the SERVICE at any time. However, MISTRAL will inform the CUSTOMER of such variations where MISTRAL deems it necessary to do so and where reasonably practicable in the circumstances.

4. Term

This agreement shall subsist for the INITIAL TERM and thereafter may be terminated by no less than thirty (30) days notice in writing by either party to the other. Should the CUSTOMER wish to cancel the SERVICE up to 3 days prior to the START DATE, a cancellation fee of £45 + VAT will be applicable. Should the CUSTOMER wish to cancel the SERVICE within 2 days of the START DATE, a cancellation fee of £75 + VAT will be applicable.

5. Usage

5.1 Improper Use. The CUSTOMER shall use it’s reasonable endeavours to ensure that nothing is transmitted by or on behalf of the CUSTOMER or using the CUSTOMER’s equipment through the SERVICE or downloaded in violation of any UK or International law, regulation or treaty or MISTRAL’s ACCEPTABLE USE POLICY or in breach of the intellectual property or rights of any person. The CUSTOMER shall fully and effectually indemnify MISTRAL from and against all loss, liability, damages, costs and expenses which MISTRAL may incur in relation to any breach by the CUSTOMER of its obligations under this clause. The CUSTOMER acknowledges that, by the nature of the SERVICE being provided, information and material downloaded or used by the CUSTOMER will be kept, whether permanently or temporarily, on MISTRAL’s equipment. The CUSTOMER shall at all times ensure that such information and material complies with the laws of all applicable jurisdictions and shall keep MISTRAL fully and effectually indemnified from and against all costs, claims, liabilities and demands relating to or arising from:

any breach by the customer of this clause 5.1; or
any criminal or civil legal action brought against MISTRAL as a result of MISTRAL’s storage of such information or material.

A breach of this clause and/or MISTRAL’s ACCEPTABLE USE POLICY will also be grounds for MISTRAL to terminate this AGREEMENT without notice and with immediate effect, at MISTRAL’s discretion.

5.2. Offending Material. Without prejudice, to any other right, MISTRAL shall be entitled to disable the SERVICE or any other part of it immediately and without notice or to take such action as it may in its discretion think appropriate to ensure that any material which MISTRAL in its reasonable opinion considers to offend the principles set out in Clause 5.1 is not capable of being transmitted or down-loaded. MISTRAL shall not however be obligated to take, or consider whether it should take any such action. MISTRAL shall inform the CUSTOMER of any such action and the reasons for the same.

Customer-Only Traffic. The right to use the SERVICE is limited to the CUSTOMER, and those members of its staff and others engaged by the CUSTOMER to perform work for the CUSTOMER.

International Bandwidth. The CUSTOMER acknowledges that MISTRAL has no direct control over the availability of bandwidth over the entirety of the Internet and that while it will use such endeavours as MISTRAL, in its absolute discretion deems appropriate to facilitate the SERVICE at all times. MISTRAL shall not be responsible for delays caused by overuse or lack of such bandwidth.

ACCEPTABLE USE POLICY. MISTRAL reserves the right to make reasonable amendments to the ACCEPTABLE USE POLICY from time to time, effective upon notice to the CUSTOMER of such changes.

6. CUSTOMER Equipment and Network

The CUSTOMER agrees that from the START DATE, it will have available all necessary CUSTOMER equipment for which it is responsible, to allow effective installation and continuation of the SERVICE.

It is the sole responsibility of the CUSTOMER and not MISTRAL to provide security with respect to and of the CUSTOMER’s facilities or the facilities of others. The CUSTOMER shall be solely responsible for maintaining user access security and network access.

7. Domain Name and Network Number

MISTRAL shall apply on behalf of the CUSTOMER for one domain name only, if requested, for all services with the exception of Mistral Dial and Mistral Virtual Server. MISTRAL shall cover all the charges incurred from the managing organisation in charge of the domain name for the duration of the SERVICE. If the CUSTOMER so requests, MISTRAL shall apply for additional domain names at an additional cost per domain name. All costs incurred in applying for such additional domain names shall be for the account of the CUSTOMER.

7.2 MISTRAL will route IP addresses that were previously assigned to the CUSTOMER only if those addresses were assigned to the CUSTOMER directly and not through another Internet Service Provider. MISTRAL will not be held responsible if other Internet Service Providers refuse to accept these addresses. MISTRAL shall assign new or additional TCP/IP addresses as requested by the CUSTOMER upon being provided with satisfactory documentation justifying the need for those addresses. The documentation must be in accordance with the policies set forth by RIPE. In certain circumstances, it may be necessary for TCP/IP addresses to be approved by RIPE, and in such cases those addresses are only assigned for the duration of the SERVICE and become invalid at such time as MISTRAL no longer provides the SERVICE to the CUSTOMER. MISTRAL shall not be responsible for any decision made by RIPE. When MISTRAL assigns addresses to the CUSTOMER, a temporary extension (usually thirty (30) days after the end of the SERVICE) may be granted at MISTRAL's sole discretion. After termination or after such period (if any) those TCP/IP addresses may be reassigned to other customers by MISTRAL. If the CUSTOMER wishes to apply for addresses that will subsist beyond the duration of the SERVICE, it must do so directly to RIPE. Any decision by RIPE or by another Internet Service Provider relating to TCP/IP addresses is the responsibility of RIPE or of that other Internet Service Provider and MISTRAL accepts no responsibility for such decision.

MISTRAL has no control over the availability of domain names and accepts no responsibility for the availability of any domain name. In respect of any actions taken by MISTRAL pursuant to this clause 7, MISTRAL may levy additional charges on the CUSTOMER as agreed in advance.

8. Historical Archive and backup

While Mistrals backs up its server computers as a regular part of its internal systems administration, Mistrals does not guarantee any storage or backup of CUSTOMER data.

9. Service Pricing

Service Pricing. The CUSTOMER shall pay fees to MISTRAL as specified on the ADSL ORDER FORM. Such fees may be varied by MISTRAL from time to time with the prior agreement of the CUSTOMER. MISTRAL agrees not to increase the prices it charges to the CUSTOMER during the INITIAL TERM. The customer acknowledges that it has read and agreed the fees on the ADSL ORDER FORM. All fees are exclusive of any applicable VAT which are chargeable in addition at the then current rate.

Initial Commitment. Upon execution of this AGREEMENT, the CUSTOMER's fees shall include without limitation the following (save where otherwise specified):

- (1) MISTRAL's set up fee(s), upgrade fee(s) (as applicable); (payable with order);
- (2) MISTRAL's service fees for the INITIAL TERM (including any options selected by the CUSTOMER on the ADSL ORDER FORM);
- (3) Domain Name Charges (as applicable)
- (4) Equipment Lease Fees (as applicable)
- (5) Equipment Purchase Charges (as applicable)

The fees for the INITIAL TERM whether paid or payable, are non-refundable. They are independent of the amount of traffic or systems access by the CUSTOMER.

Invoicing. MISTRAL (or the AGENT on MISTRAL's behalf) will invoice and the CUSTOMER shall pay MISTRAL's set up fee and any other one off fees (including any options selected on the ADSL ORDER FORM) immediately upon the execution of this AGREEMENT (at MISTRAL's sole option the CUSTOMER will also pay the fee for the first billing period upon execution of the AGREEMENT) and shall pay the fee for the first billing period of the service immediately upon the START DATE, subject to satisfactory credit checking results. Should the CUSTOMER fail the MISTRAL credit checking procedure, the CUSTOMER shall be pro-forma invoiced immediately for MISTRAL's set up fee and any other one off fees and the fee for the first billing period (including any options selected on the ADSL ORDER FORM). The AGREEMENT will be executed upon receipt of payment in full of this pro-forma invoice. MISTRAL (or the AGENT on MISTRAL's behalf) will invoice subsequent periods of SERVICE separately to the CUSTOMER. Payment is due within thirty (30) days from the date of issue of the invoice. Late payment of invoices will result in interest being charged at 2% above the then current Barclays base rate.

Set Off. Notwithstanding any other provision of this AGREEMENT, MISTRAL shall be entitled to set-off against an amount due for payment by any entity controlled by, controlling or under common control with the CUSTOMER.

MISTRAL Equipment. The CUSTOMER is responsible for any MISTRAL equipment located at its premises and will only use the MISTRAL equipment and any associated software in accordance with any instructions and/or software license provided from time to time. The CUSTOMER may not add to, modify or in any way interfere with the MISTRAL equipment and MISTRAL will not be liable for any repairs of the MISTRAL equipment other than those arising as a result of its normal and proper use. The CUSTOMER will insure any MISTRAL equipment located on its premises from all risks equal to the full replacement value of the equipment.

10. Termination.

10.1 For Non-payment. If any MISTRAL invoice remains unpaid thirty (30) days after its due date, MISTRAL may without further notification or prejudice to any other remedy, suspend or disable the SERVICE or, at its option, terminate this AGREEMENT.

Termination for non-payment shall not relieve the CUSTOMER of its responsibilities under this AGREEMENT, including the responsibility to pay all fees up to the date of termination.

10.2 For Default. Either party may terminate this AGREEMENT at any time if the other materially breaches this AGREEMENT and in the case of a breach capable of remedy fails to remedy the breach within thirty (30) days of a notice requiring the breach to be remedied.

10.3 INSOLVENCY. Where one party suffers an INSOLVENCY event, then the other may, without prejudice to any other right or remedy, terminate this AGREEMENT. Where the CUSTOMER suffers an INSOLVENCY event, and this occurs during the INITIAL TERM, the CUSTOMER shall be liable for the balance of payments outstanding for the first year.

11. Additional Service Terms.

11.1 Customer provided equipment. To enable MISTRAL to provide the SERVICE, the CUSTOMER agrees to abide by MISTRAL's prior agreed recommendations and specifications regarding the existence, configuration and maintenance of equipment used by the CUSTOMER (if any), the software used by the CUSTOMER and cabling required to integrate the CUSTOMER's host or local area network (LAN) into MISTRAL's wide area network (WAN). The CUSTOMER's equipment must comply with the relevant portions of such recommendations and specifications. Such recommendations and specifications, if any, are given solely for the protection of MISTRAL's equipment and not the CUSTOMER's and the CUSTOMER may not therefore rely upon such recommendations and specifications in the design, maintenance or service of the CUSTOMER's equipment or system.

11.2 Support. MISTRAL's helpdesk will provide reasonable telephone support on problems experienced by the CUSTOMER in relation to the SERVICE. Requests for advice and assistance can be sent to support@mistral.co.uk.

Service Level.

The customer can apply for SERVICE credits for SERVICE disruptions or failures in accordance with Schedule 1. This shall be the sole remedy available to the CUSTOMER for service disruptions or failures.

Network Infrastructure

From time to time MISTRAL may upgrade its network infrastructure. This may require the CUSTOMER to upgrade some of its equipment if the SERVICE is to be continued. In that event, the CUSTOMER agrees to make within thirty (30) days such reasonable upgrades to its hardware or software as MISTRAL's technical staff may from time to time reasonably specify by written notice to the CUSTOMER. MISTRAL shall not be responsible for degradation of or disruption to the SERVICE if the CUSTOMER does not make the required upgrade.

Limited Warranty

Subject to Clause 3, MISTRAL warrants that the SERVICE will not be substantially different from any written description of the SERVICE previously supplied by MISTRAL to the CUSTOMER.

The CUSTOMER is responsible for assessing its own commercial needs, how the service relates to the CUSTOMER and how the CUSTOMER should use the SERVICE. The CUSTOMER warrants that it is familiar with services of this type and that it understands the level of service to be provided and the implications for the CUSTOMER's own business of the choices which the CUSTOMER made when completing the ADSL ORDER FORM. MISTRAL makes no warranty as to the value of the SERVICE in the CUSTOMER's business or the results to be obtained from the use of the SERVICE.

The CUSTOMER is solely responsible for the use of any information or other material obtained through the SERVICE. MISTRAL specifically excludes any responsibility for the accuracy or quality of any information obtained through the SERVICE, or that any other material obtained through the SERVICE may be used in any way by the CUSTOMER without infringing the rights of any third parties. The CUSTOMER further acknowledges that these matters are outside the control of MISTRAL.

15. Limitation of Liability

Without prejudice to the express warranties contained in clause 14 above and to the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or otherwise by general law into this AGREEMENT or relating to the SERVICE are hereby excluded.

15.2 The following provisions in this clause 15 set out MISTRAL's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the CUSTOMER in respect of:

- a breach of MISTRAL's contractual obligations;
- a tortious act or omission for which MISTRAL is liable;
- an action arising out of a misrepresentation by or on behalf of MISTRAL; arising in connection with the performance of this AGREEMENT or out of an act done or omission made as a consequence of the entry into by MISTRAL of this AGREEMENT.

15.3 Subject to clauses 15.6 and 15.7, the total liability which MISTRAL shall owe to the CUSTOMER and in respect of all claims shall not exceed the then current annual fee for the SERVICE.

15.4 The CUSTOMER acknowledges that the MISTRAL network has not been designed for use in circumstances where its failure could cause pure economic loss, loss of profit, loss of business or like loss.

15.5 MISTRAL shall in no circumstances be liable to the CUSTOMER, whether in tort or otherwise, for loss, whether direct or indirect, of business, revenues, profits, anticipated savings or wasted expenditure or for any indirect or consequential loss whatsoever, or for the acts or omissions of other providers of telecommunications services or for faults or failures in their apparatus.

15.6 MISTRAL shall in no circumstances (whether before or after termination of this AGREEMENT) be liable to the CUSTOMER for any loss of or corruption to data or programs held or used by or on behalf of the CUSTOMER and the CUSTOMER shall at all times keep adequate back up copies of the data and programs held or used by or on behalf of the CUSTOMER.

15.7 Notwithstanding anything to the contrary herein contained MISTRAL's liability to the CUSTOMER for:

- 15.7.1 death or personal injury resulting from the negligence of MISTRAL or its employees, agents or subcontractors;
 - 15.7.2 damage suffered by the CUSTOMER as a result of a breach by MISTRAL of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; and
 - 15.7.3 damage for which MISTRAL is liable to the CUSTOMER under Part 1 of the Consumer Protection Act 1987;
- shall not be limited save that nothing in this clause 15 shall confer a right or remedy upon the CUSTOMER to which the CUSTOMER would not be otherwise entitled.

15.8 The exclusions from and limitations of liability set out in this clause 15 shall be considered severably. The validity or unenforceability of any one clause, sub-clause, paragraph or sub paragraph of this clause 16 shall not affect the validity or enforceability of any other part of this clause 15.

15.9 The provisions of this clause 15 shall survive the termination of the whole or a part of this AGREEMENT.

16. General Terms

16.1 Assignment. The CUSTOMER may not sell, transfer or assign its rights or obligations under this AGREEMENT without the written consent of MISTRAL. No such assignment, even if consented to, shall relieve the other party of its obligations under this AGREEMENT prior to the date of such assignment.

16.2 Waiver. The waiver or failure of either party to exercise any right provided for in this AGREEMENT shall not be deemed a waiver of that or any other right in this AGREEMENT.

16.3 Invalidity. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this AGREEMENT will remain in full force and effect.

16.4 Whole AGREEMENT. This AGREEMENT, together with any document expressly referred to in any of its terms, contains the entire AGREEMENT between the parties relating to the subject matter covered and supersedes any previous agreements,

arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information or e-mail given by any party shall alter the interpretation of this AGREEMENT. The CUSTOMER confirms that, in agreeing to enter into this AGREEMENT, it has not relied on any representation save insofar as the same has expressly in this AGREEMENT been made a representation and agrees that it shall have no remedy in respect of any misrepresentation which has not become a term of this AGREEMENT save the agreement of the CUSTOMER contained in this Clause shall not apply in respect of any fraudulent or negligent misrepresentation whether or not the same has become a term of this AGREEMENT.

16.5 Notices. Notices sent pursuant to this AGREEMENT shall be in writing and may be delivered by hand or sent by post or faxed with hard copy confirmation by post to the recipient at its address shown on the ADSL ORDER FORM or at such other address as may be notified in accordance with this clause or, in the case of a company, to its registered office. Notices hand delivered or faxed shall be deemed received on delivery and those posted on the second working day after they are posted.

16.6 Headings. The headings shall be disregarded in construing this AGREEMENT.

16.7 Law. This AGREEMENT shall be governed by English Law. The parties submit to the non exclusive jurisdiction of the English courts.

16.8 Capacity. Both parties acknowledge that they have read and understood this AGREEMENT and agree to be bound by its terms.

16.9 Representations. The parties acknowledge that in entering into this AGREEMENT they have not relied upon any representations other than those reduced to writing in this AGREEMENT. The provisions of this clause 16.9 shall not apply in the case of any fraudulent misrepresentation.

16.10 FORCE MAJEURE. Neither party shall be liable for any breach of this AGREEMENT due to any cause beyond its reasonable control (save obligation in respect of the payment of monies) including but not limited to Acts of God, inclement weather, flood, lightning or fire, industrial action, act or omission of government, or other competent authority, riot, war or act or omission of any other party for whom that party is not responsible ("an event of FORCE MAJEURE").

16.11 Data Protection. The CUSTOMER hereby consents that any CUSTOMER information ("Data") collected by MISTRAL in the fulfilment of this AGREEMENT (including but not limited to Data collected during order processing, delivery, installation, support and maintenance of the SERVICE) may for the purposes of fulfilling the contract be processed by MISTRAL, its provisioning entities affiliates and agents both within and outside the European Economic Area, and outside the country or countries where the Data is collected.

Duly Agreed by the parties:

SIGNED FOR AND ON BEHALF OF MISTRAL INTERNET, 36 Frederick Place, Brighton, East Sussex BN1 4EA
Name:
Date

SIGNED FOR AND ON BEHALF OF CUSTOMER: (signature)
(print name)
(company name)*
(date)

(* Please note that the company name appearing on this AGREEMENT should match that shown on the ADSL ORDER FORM.)



Schedule 1

Service Level Agreement

MISTRAL Network Availability Service Level Guarantee

MISTRAL's Network Availability Service Level Guarantee is that the MISTRAL network will be available 100% of the time. The MISTRAL network is the combination of MISTRAL operated equipment, servers, circuits, and other data transmission facilities. MISTRAL's network guarantee will be measured on the number of minutes that the MISTRAL network was not available as reasonably determined by MISTRAL.

If MISTRAL determines that the network is unavailable for one (1) or more consecutive hours during any calendar month, MISTRAL, upon the CUSTOMER's request, will credit the CUSTOMER's invoice the prorated charges of one (1) day of the MISTRAL service fee for each consecutive hour, up to a maximum of 30 hours.

Tail Circuits

In the event of a tail circuit failure (the circuit connection to the CUSTOMER) a discretionary credit may be made by MISTRAL to the CUSTOMER providing that MISTRAL is able to secure an equivalent amount from the circuit provider. Credits for tail circuit failures are at MISTRAL's sole discretion.

MISTRAL Latency Service Level Guarantee

MISTRAL's Latency Service Level Guarantee is based on an average round trip transmission across the MISTRAL backbone network for the MISTRAL services listed under Guarantee Coverage. Latency shall be measured by MISTRAL averaging sample measurements taken during a calendar month.

UK Network	60 Milliseconds or less
Transatlantic Link	140 Milliseconds or less

MISTRAL 24x7 Telephone Support Service Level Guarantee

Mistral's 24x7 Telephone Support Service Level Guarantee is that a Mistral Engineer will call you back within 1 HOUR of logging your call, although work will begin on your support request as soon as it is logged.

Claims

To receive the credit if any of the guarantees has not been met, the CUSTOMER must e-mail claims@mistral.co.uk within 30 days of the end of the month for which the credit is requested. The CUSTOMER shall only be entitled to claim under one section of the Guarantee per day.

Exclusions

Network Unavailability will not include any Network Unavailability of an hour or less, or any unavailability resulting from:

- (a) Network maintenance
- (b) Circuits provided by telcos or common carriers
- (c) Any external Internet Service Provider or an Internet exchange point
- (d) Acts or omissions of CUSTOMER or an unauthorised user
- (e) Behaviour of CUSTOMER equipment, facilities or applications
- (f) Acts of god, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of MISTRAL.

Guarantee Coverage

CUSTOMERs are covered for the following MISTRAL services:

- ADSL
- Leased Line
- Co-location
- Managed Server
- Cobalt RAQ hosting.



Schedule 2

Acceptable Use Policy

The CUSTOMER acknowledges that MISTRAL provides the telecommunications network facilities underlying the SERVICE provided. The use of MISTRAL's telecommunications network facilities is subject to the following terms, breach of which may result in suspension or termination of the end-user's right to use the SERVICE:-

1. The MISTRAL network may only be used for lawful purposes. Transmission of any material through the Mistral network, or use of any part of it, in violation of any UK law or regulation is prohibited. Such prohibited transmission might include, but is not limited to: copyright material, material legally judged to be threatening or obscene, material protected by trade secret, whether or not the end user was aware of the content of the material or of the relevant law.
2. The CUSTOMER shall be issued with a password to access the services and shall take all reasonable steps to keep such password private and confidential, and ensure that it does not become known to other persons. If the password becomes known to any other person the CUSTOMER will immediately inform MISTRAL and the password shall be changed immediately be changed.

The CUSTOMER shall not knowingly use the service for transmission of computer viruses, for transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character, or which may cause annoyance, inconvenience or needless anxiety, or for the posting of any such material to bulletin boards or newsgroups in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to intellectual property rights).

3. The CUSTOMER acknowledges that MISTRAL is unable to exercise control over the content of any information passing over the MISTRAL network and that MISTRAL does not monitor or exercise any editorial control over the information passing over the MISTRAL network. The CUSTOMER further acknowledges that MISTRAL hereby excludes all liability in respect of any transmission or reception of information of whatever kind, or the accuracy of the contents thereof, or the scrambling of any information or data.
4. The MISTRAL network may be used by the CUSTOMER to access other networks world-wide and the end user agrees to conform to any acceptable use policies of MISTRAL and any such other networks. In addition the CUSTOMER undertakes to conform to any published Internet protocols and standards. In the event that communications by CUSTOMER do not conform to these standards, or if the CUSTOMER makes profligate use other than in accordance with this AGREEMENT of the MISTRAL network to detriment of MISTRAL or other MISTRAL customers, MISTRAL reserves the right to restrict passage of the CUSTOMER communications until the CUSTOMER complies with such standards or protocol or provides undertakings acceptable to MISTRAL in respect of the CUSTOMER's future use.

In the event that the end user is in breach of any provision of this schedule, MISTRAL shall be entitled to suspend services forthwith without notice.

