

MOBILE SOLUTIONS PRODUCT AGREEMENT TERMS & CONDITIONS MSPATC 03/09

1. Definitions

Capitalised terms used in these terms and conditions shall have the following meanings, or otherwise the meanings stated in the MSA:

"Account Credit" means a subsidy fund which may be provided by AN for charges incurred by the Customer related to the Product during the Minimum Term, which is allocated either to line rental, to all other charges or to a specific part of the Product, and as specified in the Product Agreement. If a month number is specified, the Account Credit will not become available until the start of that month of the Minimum Term;

"Agreement Date" means the date that AN notifies the Customer of AN's acceptance of the relevant Customer order;

"BlackBerry" means a RIM wireless handheld messaging device to which the Customer's server forwards emails from the Customer's corporate email server and from which users can respond to, or initiate, emails via the Internet and the Product, together with any associated goods or accessories;

"BlackBerry Licence" means RIM's standard licence for the BlackBerry Software, a copy of which is available on RIM's website at the following web address (or such other web address as may be notified by AN from time to time): <http://www.blackberry.com/uk/legal/index.shtml>;

"BlackBerry Pin" means the eight (8) character security code used in conjunction with the IMEI Number to identify each BlackBerry;

"BlackBerry Product" means the Product as it relates to the BlackBerrys, including without limitation the BlackBerrys and the BlackBerry Software;

"BlackBerry Software" means the RIM 'BES' enterprise server software and any other software supplied by AN, its supplier or RIM for use in relation to the BlackBerry Product;

"Buy-out Cost" means the fee paid or payable by the Customer to a Previous Service Provider, solely in respect of termination of the relevant contract between the Customer and the Previous Service Provider, and excluding accrued call charges, line rental charges and other charges or liabilities in respect of the period prior to the termination of such contract;

"Connection" means a connection of a Handset/SIM Card to the Network under the Product Agreement;

"Connection Bonus Subsidy" means any Connection bonus subsidy specified in the Product Agreement, or any subsidy applied to any Handset or SIM Card during the Minimum Term;

"Credit Limit" means any financial limit applied for unpaid charges under the Product Agreement notified by AN to the Customer from time to time;

"Customer BlackBerry Equipment" means the computer hardware, software and communications lines to be provided by the Customer to use the BlackBerry Product and which meet the relevant requirements specified by RIM (as notified by AN);

"Discount" means an Account Credit, a Connection Bonus Subsidy, a Hardware Account, any complimentary Goods, or any variation or reduction to AN's Fee, in each case which is applied to or provided with the Product;

"Fee" means the applicable fee or tariff in accordance with AN's standard rates from time to time, which is available from AN's principal place of business on request;

"Goods" means any Handset, SIM Card, BlackBerry Software, computer hardware and/or other software or accessories to be supplied by AN to the Customer, all as specified in the Product Agreement;

"GSM Gateway" means any equipment containing a SIM Card which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call;

"Handset" means any mobile telephone handset or other mobile hardware, including a BlackBerry, without SIM Card;

"Handset/SIM Card" means a Handset and a SIM Card that are supplied for use together, as specified in the Product Agreement;

"Hardware Account" means a subsidy fund which may be provided by AN for the purchase of Goods by the Customer during a Minimum Term, as specified in the Product Agreement. If a month number is specified, the Hardware Account will not become available until the start of that month of the Minimum Term;

"IMEI Number" means the unique identifying number allocated to each Handset;

"Industry Price Change" means a variation in charges that occurs during the Minimum Term that is required due to regulator action, or that relates to variations in wholesale pricing adopted collectively by the majority of the UK's mobile network operators;

"Minimum Average Monthly Call Spend Per Connection" means the Customer's monthly minimum expenditure in respect of each Connection (excluding the Monthly Charge and VAT), as specified in the Product Agreement either individually or in aggregate for the Total Connections (in which case the Minimum Average Monthly Call Spend Per Connection shall be such aggregate sum divided by the Total Connections);

"Minimum Term" means the period set out in the Product Agreement for each Handset/SIM Card, but in any event in each case not less than twelve (12) months, from either (i) the date of Connection; (ii) the date of transfer to AN of the relevant telephone number; (iii) the date of expiry of the relevant previous minimum term under an agreement with AN; or (iv) the Agreement Date, whichever is the later;

"Monthly Charge" means the monthly charge due per Handset/SIM Card in consideration of AN providing access to both the Network and the Product, as set out in the Product Agreement;

"MSA" means the master services agreement between the parties, or the version of the master services agreement terms and conditions, that is referenced on the order form of the Product Agreement;

"Network" means the telecommunications networks specified in the Product Agreement;

"PAC" means porting authorisation code;

"Previous Service Provider" means a third party that provides the Customer with mobile telecommunications services prior to Connection for any telephone number specified in the Product Agreement;

"Pricing Schedule" means the pricing schedule of the Product Agreement;

"Product" means the Connections, the maintenance of the Connections, the Goods, and any other services provided by AN by means of the Network or in relation to the Goods, in all cases as specified in the Product Agreement, and excluding any goods or services provided to the Customer directly by any service provider of AN or any other third party;

"Product Agreement" means the agreement between AN and the Customer on these terms and conditions, and including the terms and conditions of the MSA that are incorporated by clause 2.1, including the pricing schedule, the order form, any continuation sheets, any addendums, and any Additional Orders accepted by AN;

"RIM" means Research In Motion (UK) Ltd or any related group company;

"RIM Data Relay" means the data relay between the Customer BlackBerry Equipment and RIM's data facility;

"SIM Card" means the subscriber identity module (a card containing identifying information) which, when used with a Handset, enables the Customer to access the Network;

"Specification" means the specification of the Goods as set out in the Product Agreement;

"Tier 1 Support" means the Customer's helpdesk that is the BlackBerry users' first point of contact in the event of a query or problem with a BlackBerry;

"Tier 2 Support" means AN's helpdesk that will endeavour to deal with any problems that cannot be resolved by the Tier 1 Support;

"Total Connections" means the minimum aggregate number of Connections, as specified in the Product Agreement; and

"Under Warranty" means Goods that, at the relevant time, are covered by the warranty given to AN by the manufacturer, were not expressly provided on a "no warranty" basis, and excludes any promotional items supplied from time to time with or in connection with the Goods.

References to "clauses" are to clauses of these terms and conditions (and not clauses of the MSA), unless otherwise stated.

2. Product Agreement

2.1 The Product Agreement shall be deemed to incorporate the terms and conditions of the MSA. In the event of any conflict, the terms and conditions of the Product Agreement prior to such incorporation shall prevail.

3. Goods and Specification

3.1 AN reserves the right to:

3.1.1 change the Specification and/or provide substitute Handsets, SIM Cards, software or accessories (as appropriate), if their operational performance is not materially different from that of the Goods, or if AN reasonably considers them to be of equal or better quality;

3.1.2 introduce changes and/or updates to the Product and/or the Network as required by its suppliers; and

3.1.3 add to, substitute and/or discontinue any accessories at any time..

AN cannot guarantee the continuing availability of any item which (as the Customer acknowledges) may be dependent on AN's suppliers.

3.2 Except for the Specification, specifications and descriptions issued by AN, or the manufacturer or supplier of the Goods, do not form part of the Product Agreement and are not a warranty or representation relating to the Goods.

4. Delivery, title and risk in the Goods

4.1 AN or its nominated supplier will (where AN has agreed to provide carriage) deliver the Goods to the Customer's address specified in the Product Agreement. AN may make delivery in instalments.

4.2 Risk in the Goods shall pass from AN to the Customer upon delivery, or collection by the Customer or its agent.

4.3 Title to the Goods shall pass to the Customer when AN has received full payment for the Goods, provided that no other sums are overdue to AN from the Customer on any account. AN shall retain title to all Goods subject to a Discount. Title to Handsets provided using a Hardware Account shall pass to the Customer once the aggregate Minimum Average Monthly Call Spend Per Connection for the entire Minimum Term has been met and all other charges incurred during the Minimum Term have been paid. Until title to the Goods has passed to the Customer, the Customer shall, from delivery or collection:

4.3.1 hold the Goods on a fiduciary basis as AN's bailee;

4.3.2 not destroy, deface or obscure any identifying mark on the Goods and maintain the Goods in satisfactory condition;

4.3.3 keep the Goods insured on AN's behalf for their full replacement value against all risks. On request, the Customer shall provide a copy of the relevant policy of insurance to AN; and

4.3.4 hold the proceeds of insurance referred to in clause 4.3.4 on trust for AN and neither mix them with any other money nor pay them into an overdrawn bank account.

4.4 AN shall be entitled to recover payment for the Goods notwithstanding that title to any of the Goods has not passed from AN.

4.5 It is the Customer's responsibility to check all packaging for evidence of tampering and/or damage before accepting delivery of the Goods. If after such inspection the Customer accepts the Goods, any claim by the Customer for short shipment (i.e. a shortfall in the Goods delivered) and/or for damage to the Goods shall be deemed to have been waived.

4.6 Any short shipment of the Goods, and/or any damage to the Goods in transit (where AN is arranging carriage), must be notified in writing to AN by 4.00p.m. on the next business day following either the date the Goods were due to arrive (if notified by AN), of delivery at the Customer's address, or of collection by the Customer or its agent, as the case may be. In the absence of such notice, the Goods shall be deemed to have been accepted. Payment for all Goods supplied must be made in full by the due date notwithstanding any loss or damage.

4.7 No claim for non-delivery will be considered unless AN is advised in writing within one (1) working day of the date which AN advised the Customer was the date on which the Goods were due to arrive. In the absence of such notice, the Customer's claim shall be deemed to have been waived.

4.8 Any damaged or faulty Goods which the Customer is entitled to return under the Product Agreement must be returned within two (2) working days of the date of delivery or collection (together with all accessories and packaging), carriage paid and at the Customer's risk. In the absence of such return, the Customer shall be deemed to have accepted the Goods.

4.9 Subject to the provisions of this clause 4, AN shall use its reasonable endeavours to promptly arrange repair, or at its option, replacement free of charge, of any part of the Goods which is lost or damaged in transit (where AN arranged carriage), and to deliver alternative goods for use by the Customer, at its risk, during any period of repair. The alternative goods shall at all times remain the property of AN and shall be returned to AN within seven (7) days of any request.

4.10 The Customer grants AN and its agents an irrevocable licence during working hours to enter any premises of the Customer where the Goods are or may be stored to recover the Goods where the Customer's right to possession has terminated. If AN fails to recover the Goods it may, at its option, invoice the Customer for a sum equal to the original cost of the Goods, less any sums previously paid in respect of any Discount. AN shall be entitled to recover any costs reasonably incurred by AN under this clause 4.10.

5. Defects after acceptance

5.1 The Customer acknowledges that AN is not the manufacturer of the Goods and accordingly, that the warranty given by AN is limited as set out in this clause 5.
5.2 Subject to clause 5.3, if any Goods Under Warranty are proved to the reasonable satisfaction of AN to be defective in material or workmanship, then AN shall endeavour to transfer to the Customer the benefit of such warranty or guarantee, and if applicable may return such Goods to the manufacturer for repair, replacement or substitution. Any alternative goods provided during the repair (at AN's discretion) shall be at the Customer's risk, shall remain the property of AN and shall be returned to AN within seven (7) days of any request.
5.3 AN shall have no obligation under clause 5.2 if:
5.3.1 the Goods have been altered in any way or have been subjected to misuse or unauthorised repair;
5.3.2 the Goods have been improperly installed or connected; or
5.3.3 the Customer has failed to observe any maintenance requirements relating to the Goods.
5.4 Time shall not be of the essence of any repair carried out under the Product Agreement or the MSA.
5.5 Except as stated in this clause 5, AN shall have no obligation to carry out any repair or maintenance on any Goods, whether under clause 5.5 of the MSA or otherwise.

6. Payment - IMPORTANT

6.1 AN reserves the right, by giving notice to the Customer at any time before delivery or collection, to increase the price of any Goods to reflect any increase in the cost to AN which is due to any factor beyond the reasonable control of AN. In such event the Customer may cancel or amend any order subject to the price increase, upon written notice to AN, at any time up to seven (7) days prior to delivery or collection.
6.2 AN shall be entitled to payment for each instalment of Goods delivered to, or collected by, the Customer or its agent, irrespective of the fact that any Goods remain undelivered or uncollected.
6.3 The Customer shall pay the Monthly Charge in advance, and all other charges one (1) month in arrears, in accordance with the Pricing Schedule or otherwise as varied from time to time in accordance with the Product Agreement.
6.4 The Customer will pay all charges in relation to access to foreign telecommunications networks and use of services provided by the relevant network provider, and AN's Fee in relation to any missed appointment for the installation of Goods by AN or AN's sub-contractor. AN may vary charges to destinations not stated on the Pricing Schedule, and charges for access to foreign telecommunications networks (roaming charges), from time to time without notice.
6.5 Ordinarily, AN will invoice for the Product on a monthly basis at least three (3) weeks after the end of the Product billing period. AN reserves the right to amend the date and frequency of the invoices and submit interim invoices.
6.6 AN reserves the right to withhold or withdraw Discounts on any invoices of which payment is overdue.
6.7 No charges will be raised by AN for the use of the Product (via a Handset/SIM Card) for calls to public emergency services.
6.8 The Customer shall be entitled to offset the remaining balance of a Hardware Account against the purchase cost of Goods only and not against any other charges relating to the Product. The remaining balance of the Hardware Account cannot be redeemed for cash and will be forfeited upon the original date of expiry of the Minimum Term (excluding any subsequent renewal or extension of the Minimum Term). Any hardware subsidy fund provided under a previous agreement between AN or any of its group companies and the Customer shall be deemed to expire on the Agreement Date.
6.9 AN shall credit an Account Credit allocated towards line rental charges pro-rata to the Customer's invoice. The Customer may offset an Account Credit allocated towards other charges against any charges relating to the Product, except call charges relating to the first six months of the Minimum Term. The balance of the Account Credit cannot be redeemed for cash and will be forfeited upon the original date of expiry of the Minimum Term (excluding any subsequent renewal or extension of the Minimum Term).
6.10 If the parties have agreed a maximum Buy-out Cost in the Product Agreement, the Customer shall provide to AN satisfactory evidence (at AN's absolute discretion) of the Buy-out Cost within six (6) months of the date of the first Connection. Following receipt of this evidence, AN shall pay to the Customer a sum equal to the lesser of the Buy-Out Cost and the agreed maximum Buy-out Cost.
6.11 The maximum Buy-out Cost and/or any Discount, if specified in the Product Agreement to be per Connection, shall not apply to any Additional Order accepted by AN unless otherwise agreed.
6.12 If the Customer breaches any term of the MSA and/or the Product Agreement, or there is any dispute as to the charges payable by the Customer, then without prejudice to AN's other rights AN may, on written notice to the Customer, suspend access to any Hardware Account and/or Account Credit (except an Account Credit allocated towards line rental charges) until the breach is rectified or the dispute is resolved (as applicable).
6.13 AN may, at its absolute discretion, require the Customer to arrange for payment of its invoices by direct debit. If the Customer refuses to comply with such request, AN reserves the right to charge an appropriate administration fee for payment by any other means.

7. Term

A Product Agreement shall commence on the Agreement Date and shall continue in respect of each Handset/SIM Card until expiry of the Minimum Term (which may commence after the date of the Product Agreement, in accordance with its definition), and thereafter until terminated:

7.1 at any time by AN under clause 11 or clause 11.1 of the MSA;

7.2 at any time by the Customer under clause 11.2; or

7.3 by either party giving to the other party not less than one (1) month's prior written notice of termination in respect of each Handset/SIM Card, to expire at any time on or after the expiry of the Minimum Term.

8. Liability - IMPORTANT

8.1 The Customer acknowledges that owing to the nature of telecommunications equipment and computer software, the Product will not be fault-free and without interruption, and that also the quality and coverage of the Product may from time to time be adversely affected by local geography, topography and physical features (such as by signal deflection by buildings), atmospheric conditions, the availability and capacity of the Network and/or other

networks (which are both shared with other users), the Customer's (or the users of the Product's) equipment, the Customer BlackBerry Equipment and/or the RIM Data Relay.
8.2 AN shall not be liable for any losses, costs, expenses or damages sustained by the Customer relating to:

8.2.1 any service provided to the Customer directly by AN's service provider or any third party;
8.2.2 the security of the Customer's (or the users of the Product's) equipment, the Customer BlackBerry Equipment, the internet, WAP sites, web content servers, applications and/or public networks;
8.2.3 any loss, or lack or failure of security, of data transmitted or received using the Product;
8.2.4 any use of software in relation to the Product which is not approved for use with the Product by AN;
8.2.5 any failure of the Customer to comply with the terms of the Product Agreement;
8.2.6 any incompatibility of the Customer's (or the Product users') equipment with the Product, and the Customer shall indemnify and keep indemnified AN against all liabilities, claims, actions, proceedings, losses, damages, and expenses which are brought against AN, arising as a result of any such incompatibility; or
8.2.7 any matter referred to in clause 8.1.

9. Use of the Product, Handsets and SIM Cards

9.1 The Customer shall:

9.1.1 notify AN as soon as practicable if it is aware that any Handset or SIM Card is lost or stolen or if any person has been or is making use of the Product in breach of the Product Agreement;
9.1.2 not, and shall procure that its employees do not, act or omit to act in any way that might cause any person, the property of any person, the Network, the quality of the Product, or any aspect of them, to be impaired or damaged;
9.1.3 comply with any reasonable instruction, procedure, user guide, code of practice or regulation issued by AN, its sub-contractor, or the relevant manufacturer or supplier, that concern the use of the Product;
9.1.4 provide AN with all information that AN may reasonably require for the purposes of the Product Agreement;
9.1.5 use the Goods supplied under the Product Agreement only in respect of the Network;
9.1.6 not damage, tamper with, or use the Product for any purpose other than that for which it was designed or intended;
9.1.7 keep secure the Customer password specified in the Product Agreement. The Customer acknowledges that any instruction given to AN by a party possessing this password shall be deemed to have been made by the Customer;
9.1.8 use (and procure the use of) the Handset and SIM Card forming part of a Handset/SIM Card only in conjunction with each other and not with any other SIM Card or Handset; and
9.1.9 not connect, or continue connection, to the Network of any GSM Gateway without AN's prior written consent (at AN's absolute discretion and subject to such terms and conditions as AN may at AN's absolute discretion specify. AN reserves the right to amend any such terms and conditions from time to time on fourteen (14) days' written notice to the Customer.)

9.2 The Customer accepts that if any allocated telephone number remains unconnected or is disconnected from the Network for any reason for a continuous period of two (2) consecutive months AN may withdraw and re-allocate the telephone number without liability, upon notice to the Customer.

10 Minimum usage - IMPORTANT

10.1 In consideration of AN providing the Product in accordance with the Pricing Schedule, the Customer agrees to meet or exceed:

10.1.1 the Total Connections; and

10.1.2 the Minimum Average Monthly Call Spend Per Connection for each Connection, for the duration of the Minimum Term.

10.2 If, at any point during, or upon expiry of, a Minimum Term, (the "Relevant Date"), the actual average monthly spend for a Connection (excluding the Monthly Charge and VAT) has fallen below the Minimum Average Monthly Call Spend Per Connection (pro-rata up to the Relevant Date), AN reserves the right to charge the Customer the difference between them multiplied by the number of months pro-rata up to the Relevant Date, or to require the Customer to reimburse a pro-rata portion of the Account Credit, Hardware Account and/or any sum paid by AN pursuant to clause 6.10. At the end of all Minimum Terms, if the Customer's actual average monthly call spend per Connection for all relevant Connections has met the Minimum Average Monthly Call Spend Per Connection, any such sums paid shall be credited to the Customer.

10.3 Following expiry of a Minimum Term, if the Monthly Charge is subject to a Discount and is less than eleven pounds (£11) per Handset/SIM Card, and the actual monthly average spend for the Connection (excluding the Monthly Charge and VAT) falls below the Minimum Average Monthly Call Spend Per Connection, AN reserves the right to charge the Customer the difference between the actual monthly average call spend for the Connection and the Minimum Average Monthly Call Spend Per Connection for the duration of the Product Agreement, calculated in accordance with clause 10.2.

10.4 Without prejudice to any of AN's other rights, within sixty (60) days of the Agreement Date:

10.4.1 the Customer shall obtain PACs for the telephone numbers specified in the Product Agreement from the Previous Service Provider, and provide them to AN, to enable the relevant telephone numbers to be transferred to AN; and

10.4.2 if the Total Connections is not achieved (through no act or omission of AN), AN may adjust the Pricing Schedule at its absolute discretion to reflect the actual number of Connections.

10.5 For the avoidance of doubt, clause 12.1.2 (if applicable) may be enforced by AN concurrently with, and as a separate remedy to, this clause 10.

10.6 The Minimum Average Monthly Call Spend Per Connection shall be unaffected by any variation in the charges under the Product Agreement, including (without limitation) by an Industry Price Change. Following an Industry Price Change, if requested by the Customer, AN shall:

10.6.1 undertake call analysis of the Customer's usage of the Product by minutes and by cost;

10.6.2 discuss with the Customer its telecommunications requirements and usage generally; and
10.6.3 provide to the Customer alternative terms for its continued use of the Product, including charges, Discounts, Minimum Average Monthly Call Spend Per Connection and Minimum Term.

11. Suspension and termination - IMPORTANT

11.1 The exceeding of the Credit Limit shall be a circumstance which entitles AN to exercise its rights set out in clause 11.1 of the MSA, and all amounts due and owing from the Customer to AN shall immediately be paid by the Customer. AN's rights under this clause 11.1 and clause 11.1 of the MSA shall include, for the avoidance of doubt, the disconnection of any Handset/SIM Card.

11.2 Upon suspension of AN's obligations under, or termination of, the Product Agreement, AN shall suspend or disconnect the Handset/SIM Cards from the Network. If AN, in its absolute discretion, reinstates or reconnects the Handset/SIM Cards and such suspension or termination arose as a result of circumstances set out in clauses 10.1 or 11.1 of the MSA, or clause 11.1 of the Product Agreement, the Customer shall be liable for a reinstatement Fee, or further connection Fee, of twenty-five pounds (£25.00) per Handset/SIM Card. The Product Agreement shall be deemed following receipt by AN of these Fees to continue in full force and effect.

11.3 AN reserves the right to charge the Customer the Monthly Charge during any period of suspension under clause 10.1 and/or 11.1 of the MSA.

11.4 Upon termination of the Product Agreement in whole or in part the Customer shall pay AN on demand all sums due to AN pursuant to the Product Agreement.

12 Consequences of termination - IMPORTANT

12.1 Following termination of the Product Agreement, or disconnection of any Handset/SIM Card, the Customer shall pay to AN on demand for each Handset/SIM Card that, at the date of termination or disconnection (as appropriate), was not connected to the Network for the entire Minimum Term:

12.1.1 the Monthly Charge that would otherwise be due for the remainder of the Minimum Term;

12.1.2 the Minimum Average Monthly Call Spend Per Connection for the remainder of the Minimum Term;

12.1.3 any sums due in accordance with clause 10.2; and

12.1.4 any termination charges imposed on AN by its supplier

AN reserves the right also to charge all reasonable costs incurred by AN in recovering such sums. Payment of such sums shall be deemed to be payment for a Handset provided using a Hardware Account.

12.2 Upon whole or partial termination of the Product Agreement, the Customer's right to possession of any Goods related to such termination which are not paid for, or which are subject to a Discount, shall cease.

12.3 Without prejudice to any of AN's other rights, AN will comply with applicable regulations related to a request from the Customer for the transfer of mobile telephone numbers specified in the Product Agreement to another service provider. The Customer acknowledges that, prior to the provision of PACs for such mobile telephone numbers, the Customer is obliged to pay to AN any sums due in accordance with clause 12.1.

Any such request shall be made in the form prescribed by AN, and shall be made subject to the reasonable terms and conditions set out in such form, from time to time.

13. BlackBerry-specific terms

13.1 This clause 13 shall only apply if BlackBerrys are being supplied by AN as part of the Product.

13.2 The Customer shall, except as provided in clause 13.3:

13.2.1 ensure that a first and second nominated technical point of contact is defined at the Customer's premises, and communicate these details to AN;

13.2.2 procure and commission the Customer BlackBerry Equipment;

13.2.3 install and host the BlackBerry Software in the Customer BlackBerry Equipment;

13.2.4 provide suitably qualified information technology personnel who have a full working knowledge of the Customer's corporate email system and firewalls;

13.2.5 configure the BlackBerry Software for each BlackBerry;

13.2.6 ensure that any of the Customer's employees who provide Tier 1 Support have received adequate training from the Customer;

13.2.7 provide Tier 1 Support for BlackBerry users in accordance with any training provided by AN;

13.2.8 provide any necessary training for BlackBerry users;

13.2.9 ensure that there is sufficient bandwidth between the Customer's network and the Internet to permit emails from the server to be successfully transmitted from the Customer's corporate network to the Internet;

13.2.10 take due regard of any technical advice provided by AN in respect of transmission of emails to the Internet;

13.2.11 ensure that its corporate email system presents the information to the Customer BlackBerry Equipment in the appropriate format;

13.2.12 assist AN in any escalation process where required and provide all appropriate contact information; and

13.2.13 provide AN with advance notice of any alterations to be carried out to the Customer BlackBerry Equipment, or any software running on it, where AN or its appointed agent is supporting the BlackBerry Software, in order that AN may advise on the compatibility of the proposed alteration. In the case of incompatibility, the Customer shall not implement such alteration.

13.3 AN or its sub-contractors shall provide:

13.3.1 installation of the enterprise server BlackBerry Software on the Customer BlackBerry Equipment;

13.3.2 set-up and installation for a maximum of two (2) BlackBerry users on the BlackBerry Software;

13.3.3 initiation and end-to-end testing of BlackBerry functionality for such BlackBerry users;

13.3.4 training for a maximum of five (5) members of the Customer's information technology personnel during the installation process; and

13.3.5 Tier 2 Support.

13.4 AN is not obliged to provide, or configure, the Customer BlackBerry Equipment. If the Customer BlackBerry Equipment is not in place at the Customer's premises, upon arrival of AN's (or its sub-contractors) engineer, and (despite the reasonable endeavours of such

engineer) if installation is not completed on the allotted day, AN or its sub-contractor shall carry out the installation at a later date for an additional Fee.

13.5 AN or its sub-contractor shall provide the Customer with technical training in relation to the use of the BlackBerrys for a Fee to enable the Customer to:

13.5.1 install, maintain and provision the BlackBerry Product;

13.5.2 extract management information;

13.5.3 provide Tier 1 Support; and

13.5.4 train and provision BlackBerry users.

13.6 Provision of the BlackBerry Product is subject to the Customer's ability to provide it to the BlackBerry users. If the Customer fails to:

13.6.1 attend, or send employees with the appropriate skills to, any training referred to in clauses 13.3.4 or 13.5 that has been booked with AN; or

13.6.2 satisfy AN that it is capable of providing the BlackBerry Product to the BlackBerry users,

AN may charge the Customer a Fee in relation to the re-provisioning of training.

13.7 AN, RIM and/or their appointed agent(s) may undertake an audit of the use of the BlackBerry Product from time to time to ensure compliance with the Product Agreement. Unreasonably withholding or delaying consent or access for the purposes of an audit shall entitle AN to suspend the Product and/or terminate the Product Agreement.

13.8 The Customer shall grant to AN or its supplier the right to (but AN and its supplier do not assume the obligation to) inspect the content and/or any other material in the Customer's files, e-mails, postings, WAP Sites, or web sites (or those of any BlackBerry user) ("Files") to ascertain compliance with the Product Agreement. AN or its supplier shall conduct any inspection on a confidential basis (except to the extent any matter is in the public domain) and shall not disclose any information inspected or held on the Files to any third party, except in the event of any breach or suspected breach, AN or its supplier may permit any police or other authority to inspect the same.

13.9 The Customer acknowledges that it is responsible, as licensee of the BlackBerry Software, for any encryption of information between the BlackBerry Software and the BlackBerrys and that the Customer shall accept responsibility for the provision, when properly required, of unencrypted information to the relevant authorities in accordance with European regulations and United Kingdom legislation. In the event that changes in legislation impose a requirement on AN to provide such unencrypted information, the Customer shall procure that it, or the BlackBerry users, shall provide AN, promptly or in accordance with any statutory timescales, with the unencrypted information in order for AN to forward it to the relevant authority.

13.10 The Customer shall (and procure that all BlackBerry users shall) keep secure, and protect the BlackBerrys with, the BlackBerry PINs. AN shall not be liable for any losses, costs, expenses or damages sustained by the Customer or the BlackBerry users in respect of a failure to use a BlackBerry Pin. The Customer shall inform the BlackBerry users that text messages, emails and other data remain on a BlackBerry when it is turned off or the SIM Card is removed.

13.11 The Customer shall (and shall procure that the BlackBerry users) comply with the BlackBerry Licence.

13.12 Title to, and all intellectual property rights in the BlackBerry Software, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the same.

13.13 Delivery of the BlackBerry Software to the Customer may be subject to export control law and regulations. AN does not represent that any necessary approvals and licences have been obtained or will be granted. The Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

13.14 The Customer shall not, and shall not permit, a BlackBerry user or any third party, to modify, delete or destroy any BlackBerry Software without the prior written consent of AN and only to the extent of such consent. Except as permitted by law, the Customer shall not attempt or permit the reverse engineering, disassembly, decompilation, modification, translation or creation of derivative works of the BlackBerry or the BlackBerry Software and shall notify AN immediately (and direct the relevant BlackBerry User to RIM) if it becomes aware that any BlackBerry user has attempted the same.

13.15 From the date that the Customer enters into the BlackBerry Licence, the Customer undertakes as follows:

The Customer certifies that it will be the end-user of the BlackBerry Product and that it shall use the BlackBerry Product only for the purposes of allowing its employees to send, receive, store and process data and voice services in order to perform their everyday contractual duties; that the BlackBerry Product will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the BlackBerry Product will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the BlackBerry Product, or any replica of it, will not be used in any nuclear explosive activity or unsafe guarded nuclear fuel cycle activity; and agrees to sign a formal end-user undertaking in a format specified by the United Kingdom Department for Business, Enterprise & Regulatory Reform if requested to do so by AN.

13.16 The Customer shall only be entitled to use, and provide to the BlackBerry users, the BlackBerry Product in conjunction with hardware and software provided by AN, the relevant supplier or RIM.

13.17 The Customer shall not sell, rent, sub-licence distribute, assign or otherwise transfer any part of the BlackBerry Product.

13.18 The Customer shall not use or duplicate any part of the BlackBerry Product for any purpose other than as specified in the Product Agreement, or make it available to any unauthorised third party.

13.19 AN reserves the right to charge the Customer for any changes or updates to the BlackBerry Software.

13.20 AN reserves the right to require, and the Customer shall procure, that any BlackBerry user be removed from the Product where either it is not a subscriber of the Network, or where airtime or data charges cannot be applied to such BlackBerry user.