

ICSM Ltd ADSL Order Form

Contact	
Company	
Address	
Postcode	
Tel. No.	
Fax. No.	
Email	

Please indicate below the location where you would like the service provisioned if different.

Site Contact	
Address	
Postcode	
Tel. No.	

Please specify below the phone number for the line to be converted to ADSL. This must be a direct BT analogue line and **not** a line with an alarm function (e.g. Red Care) or connected to a switchboard.

Tel. Number	
M.A.C (migrations)	

Please specify the service that you require. Check the pricing schedule, as mistakes cannot be corrected. The activation fee plus a part month payment is required in advance. All prices ex VAT.

DESCRIPTION			Monthly Cost	Select
Additional Gb			£3.27	
Additional Gb charged monthly in arrears as per the stated increments and charges.				
S/S Max Lite (2Gb Cap)	up to 8Mb/448k	Standard Traffic Prioritisation	£18.99	
S/S Max Lite (10Gb Cap)	up to 8Mb/448k	Standard Traffic Prioritisation	£22.99	
Single/Share Max	up to 8Mb/448k	Standard Traffic Prioritisation	£31.99	
Network Max Lite (2Gb Cap)	up to 8Mb/832k	High Traffic Prioritisation	£28.99	
Network Max Lite (10Gb Cap)	up to 8Mb/832k	High Traffic Prioritisation	£34.99	
Network Max	up to 8Mb/832k	High Traffic Prioritisation	£55.99	
1 Fixed IP Address			Standard	Included
4 Fixed IP Address			£5.00	
8 Fixed IP Address			£9.00	
Home Max (2Gb Cap)	up to 8Mb/448k	Fair Use	13.99	
Home Max (10Gb Cap)	up to 8Mb/448k	Fair Use	18.99	
Standard Care ('best endeavours' fault resolution)			Standard	Included
Enhanced Care (24 hour fault resolution)			£15.00	
DESCRIPTION			Cost	Select
Line Activation Charge / Wires Only			£50.00	
Migration Charge (NOT LLU/DATASTREAM SERVICES Cost £50.00 + VAT)			FREE	
CEASE Charges from 1st January 2009 (Cancellation of above services now incur a charge from BT)			£25.00	

Return of this form does not constitute an accepted order until ICSM Ltd has formally signed off the received request. By returning this form you agree to the Business User General Terms and Conditions contained within this form. Also see <http://www.icsm.co.uk/services/icsmnet-broadband.html>

Name		Date	
Signature		Purchase No.	

Business User Terms & Conditions

SCHEDULE 1

Schedule of Services

1. Rental of ADSL on existing BT analogue line from customer's site (BT analogue line rental still payable)
2. IP connectivity between customer's site and ICSM's Internet Network service.
3. IP addresses may be requested at ICSM's discretion and subject to completing an appropriate IP Address request form. Where IP addresses are issued these must be returned upon termination of this agreement and are at no time the property of the Customer.
4. The customers are expected to manage their own hardware. ICSM will not provide any support for hardware or configurations. It is the customer's responsibility to ensure the hardware is compatible with the service.
5. Capped services – these services are provided with a specified transfer data cap. ICSM reserve the right to decide whether to enforce the cap or allow continued usage. If the cap is exceeded additional Gbs will be charged monthly in arrears as per the stated increments and charges.

SCHEDULE 2

Charges

All charges are payable as per the order form and in advance. The activation fee plus a part month payment is required in advance.

All prices are exclusive of VAT.

The term of this agreement is initially 1 month with 30 days written notice to cancel. Termination of this agreement within the minimum term will incur a cancellation fee of 100% of any remaining charges for the rest of the minimum term.

SCHEDULE 3

Service Standards

- 1 On wires only, ICSM only provides support for the service being provided on a working BT analogue line.
- 2 In order to use ADSL Services, you need an existing BT telephone line and a personal computer of a minimum specification. You acknowledge that we are dependent upon certain third parties to install and provide ADSL Services to you. You also acknowledge that there may be technical limits that prevent us from delivering an operational service to you. We will endeavour to provide ADSL Services to you at the access rate you choose but, due to contention within the network, the speed of service may be reduced at times.
ICSM is only responsible for the hardware and service up to the Ethernet interfaces, all equipment and services beyond this are the customer's responsibility.
- 3 We do not undertake to provide a fault free service. If, however, a fault occurs, you should report the fault by telephone, electronic mail or in writing to the Support Service. We will let you know as soon as reasonably practicable of any periods of downtime of the Support Service.

Service Credits

- 4 Do not apply to ICSM's Standard Care ADSL services. Under Enhanced Care - if the qualifying fault isn't repaired within 24 hours, you may claim a service level credit within 30 days of the end of the month in which you reported the fault. Full details available at: <http://www.icsm.co.uk/services/icsmnet-broadband.html>

Outages

- 5 Planned Outages may occasionally be necessary for ICSM to carry out essential maintenance or network upgrades. They will be kept to a minimum and scheduled to minimise disruption.
- 6 ICSM will provide a fault reporting helpdesk facility. The helpdesk will respond promptly to faults reported. Faults remedied will be advised by email.
- 7 ICSM aim to rectify faults within 48 hours of raising a fault. Time to fix may be affected by circumstances. This is a target repair time and does not constitute a service level, under no circumstance is ICSM liable for outages or consequential losses.
- 8 Faults not involving ICSM's Network services or equipment. ICSM will advise of steps taken to diagnose a fault for which ICSM is not responsible.
- 9 Neither party shall be liable to the other, either in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of data.

SCHEDULE 4

ICSM Acceptable Use Policy

This Acceptable Use Policy (AUP) should be read in conjunction with the ICSM Agreement, which is provided to all clients when agreeing a contract for the provision of services.

The term 'Client' within this policy refers to the person with whom ICSM has entered into a contractual relationship. For the purposes of this document the term is equally applicable to resellers/partners and direct clients of ICSM, and other companies within the ICSM group.

The term 'End User' within this policy refers to the person or persons who are utilising the ICSM provided service, whether directly or indirectly as part of a solution supplied by a ICSM Reseller. Examples of End Users include but are not restricted to: customers of ICSM Reseller Clients; employees and other authorised computer users of ICSM direct Clients.

Introduction

The AUP has been designed to protect ICSM, Client's resources, and peering networks in order to maintain the provision of high speed network and high availability services whilst ensuring that as an Internet Service Provider, we comply with all relevant UK laws.

ICSM offer Clients a range of quality, competitively priced network and information technology services. It is the responsibility of our Clients to ensure that all End Users of these services comply with the latest edition of the AUP at any given time.

General Guidelines

Any use of the ICSM network or of the Internet services operated on or via the network, such as World Wide Web, e-mail, news, gopher or Telnet services, will be admissible solely within the framework of the applicable provisions specified by English law and within the framework of the service offering contractually agreed upon with the Client.

Specifically, this means that the 'ICSM' network must not be used for sending, receiving or distributing content that:

- i. constitutes offences such as sedition; forbidden extremist political propaganda; invasion of personal privacy including insult, libel and defamation; or distribution of pornographic literature, or
- ii. is indecent, defamatory, obscene or menacing or otherwise offensive, or
- iii. violates a third party's rights such as the right to bear a name, the right of personality, copyrights, competition and trademark laws. The End User must also observe the legal provisions concerning data protection and the protection of a third party's privacy.

In addition to the above, the services operated by ICSM must not be used for improper purposes.

Such improper purposes include any use that impairs the integrity and performance of the network or its parts and dial-in points to an extent exceeding what has been contractually agreed upon. Misuse also includes the use of the network for distributing, loading or publishing data that could violate or impair a third party's rights or constitute threat or insecurity to a third party.

It is not admissible to use the services available on or via the ICSM network for obtaining data or information that is not intended for the End User. This also includes the misuse of the services for the purpose of copying, tapping or intercepting e-mail messages or other digitally transmitted information that is not intended for the recipient.

It is not admissible to use the services for circumventing security mechanisms that protect foreign computers or computer systems, networks or network access facilities, for gaining unauthorised access to foreign computer systems ("hacking"), for performing activities in preparation for the unauthorised access to a foreign computer system (e.g. port scans) or for impairing the performance of a computer, computer system or network to an extent that goes beyond the services commonly rendered ("denial of service" attacks).

It is not admissible to use the services for distributing programs that serve the purpose of either causing damage to other users or computer systems (e.g. virus infection programs) or gaining unauthorised access to foreign computer systems ("Trojan horses").

ICSM' Clients are responsible for taking all reasonable measures to control traffic that is sent from their End Users connections. It is their responsibility to ensure that all software on their side of the connection is virus-free and up-to date with all relevant security patches. In particular, server software running on public-facing ports, such as mail servers and proxy servers, must not be remotely exploitable.

If ICSM find malicious traffic emanating from an End User connection, we have an obligation to our other Clients and peering networks to take urgent measures to block that traffic. In many cases, this can be achieved by selective port blocking, but in other cases, this will involve disconnecting and suspending the account until the issue has been resolved. ICSM understand that in many cases, the Client may not be responsible for or aware of a problem, and will work with the Client to resolve the issue as efficiently as possible to restore normal service.

End Users may not mount an attack, by whatever means, against any of the ICSM systems. End Users may not run unauthorised mailing lists from, or through any of the ICSM machines, or e-mail servers.

The Internet has global reach and, although the Master Services Agreement is governed under English law, Clients must take all reasonable steps to avoid breaching relevant foreign laws.

Internet Access

The use of the network circuits that provide access to the ICSM network is restricted to Clients and End Users having a contractually agreed access right, which has been granted either by ICSM itself or by any of its partners being authorised to grant such access rights.

The End User is not allowed to transfer his/her access right; neither directly nor indirectly, to any third party without ICSM' express consent. This excludes persons involved in the client's business operations or persons sharing a common household with the End User.

The access and authentication data that is given to the End User for access to the ICSM' network must be protected at all times. Passwords protecting the access to the network must be kept confidential, checked and modified if unauthorised use by a third party is suspected.

Fair Usage Policy

ICSM operates a fair usage policy on specific DSL services. The following download bandwidth allowances will apply, per End User per month, for those named services that are provisioned on 'per user' charging tariff. These monthly download quotas are only enforced where a more specific cap - whether it be higher or lower than the stated bandwidth allowance below - is not explicitly stated as part of the service being provisioned.

ADSL Standard Traffic Prioritisation (formally 50:1) Connections:	40GB per month
ADSL High Traffic Prioritisation (formally 20:1) Connections:	100GB per month
SDSL Connections:	100GB per month

Where an End User exceeds their permitted fair usage quota, ICSM reserve the right to either reduce their bandwidth (typically to sub 100Kb/s throughput) for the remainder of that month or offer additional bandwidth at additional cost.

Electronic-mail

It is not admissible to distribute e-mail messages to persons not wishing to receive such messages, especially in the event that the distribution of such electronic mail is done for the purpose of confronting a single person or numerous persons with unwanted commercial advertising, political statements or announcements or any kind. The Client and End Users must refrain from sending such and similar messages to news groups; this applies in particular to the distribution of such e-mail to multiple news groups ("cross-posting"). It is also inadmissible to send multiple e-mail messages for the purpose of impairing or paralysing the recipient's e-mail or news service ("mail bombing").

It is not admissible to modify or falsify the information that is contained in the header of an e-mail message or news article. Every Client and/or End User operating an e-mail service on the ICSM network must ensure that his/her service cannot be used by any third party for the purpose of sending anonymous e-mail messages or distributing messages ("foreign relaying") that might offend against the guidelines specified herein.

Policy Changes

ICSM reserves the right to amend this Acceptable Use Policy in line with changes in the Internet Service Provider sector. New versions of the AUP will be introduced at the rate of no more than one per calendar quarter, with the most recent version always being available on the ICSM website at <http://www.icsm.co.uk/services/icsmnet-broadband.html>