RM

Terms and Conditions (Internet Products)

(Effective November 2015)

<u>IMPORTANT NOTES</u>:

A.   These terms and conditions apply to the following products:

RM ADSL, RM ADSL Home Worker, RM ADSL Local and RM ADSL Computers for Pupils, RM Broadband and Leased Lines, RM Mobile 3G and RM 3G Computers for Pupils, RM Homelink, RM ISDN, RM Managed Routers, RM Domain Name Hosting, RM Domain Name Registration, RM Domain Name Transfer/Amendment, RM POP3 Mailboxes, RM EasyMail Plus, RM SafetyNet, RM SafetyNet Plus, RM SafetyNet Universal, RM SmartCache 2 and Streaming Media, RM Website Hosting, EasyMail Servers Software Packs, Microsoft® Exchange Servers Software Packs, RM SecureNet Exam Edition and RM RemoteSafe.

B.   Due to the nature of these products, these terms and conditions may differ from other terms and conditions that you may have seen, either for other products you have purchased from RM or for products you have purchased from third parties (whether similar to the above products or not).

C.   Accordingly, you should read these terms and conditions and ensure that you have understood them in full prior to making your purchase. Placing any order for the products listed above shall be taken as unequivocal confirmation from you that you have read, understood and agree to be bound by these terms and conditions.

1.   APPLICATION

1.1.   Unless specifically agreed in writing and authorised by a Director of RM, all Agreements shall be subject to these Conditions and these Conditions shall supersede all terms and conditions of the Customer.

1.2.   RM shall not be obliged to accept any orders placed by the Customer and RM shall be under no legal obligation to fulfil any order until such order has been accepted by RM in accordance with Clause 1.3 (below).

1.3.   RM shall not be considered to have accepted any order until it has commenced delivery of the Product in question. In particular but without limitation to the generality of the foregoing, the generation of any automatic e-mail responses shall not constitute such acceptance.

2.   DEFINITIONS

The following expressions shall bear the meanings set out below:

"Agreement"	means any agreement formed between the Customer and RM for RM to provide a Product to the Customer, which agreement shall be subject to the Conditions;
"Conditions"	means these terms and conditions;
"Customer"	means any purchaser or licensee of any Product (which for the avoidance of doubt may include end users);

"Product"	means the product to be provided to the Customer pursuant to an Agreement;
"RM"	means RM Education Ltd, a company incorporated in England and Wales and whose registered office is situated at 140 Eastern Avenue, Milton Park, Abingdon, Oxon, OX14 4SB;
"Specific Conditions"	means the conditions which relate specifically to a Product as set out in the "Specific Conditions" section of these Conditions;
"Unacceptable Content"	means any material of any nature whatsoever which is or which contains any material which: (i) is or may be defamatory, libellous, obscene, in contempt of court or in contravention of any law, statute, directive or regulation or which infringes the rights of any third party; and/or (ii) promotes violence or discrimination based on race, sex, sexual orientation, religion, national origin, physical disability, mental disability, age or which promotes any illegal activities; and/or (iii) is a Virus;
"Virus"	any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap door or any other similar form of code intended, or having that effect, to cause harm, damage or to prevent or restrict the use of any computer system or data; and
"Working Day"	means any day on which banks are generally open for the transacting of normal banking business in England and Wales and shall exclude all weekends, public bank holidays and also RM's shutdown period between Christmas and New Year.

3. DURATION

3.1. An Agreement shall commence on the date of acceptance by RM (in accordance with Clause 1.2) and shall continue, unless terminated in accordance with its terms, for such period(s) as specified in the Specific Conditions for that Product. Where there is a minimum term specified for a Product, that minimum term shall commence on the date that RM activates the Product. No refunds shall be payable if the Customer seeks to terminate any Agreement within any such minimum term (including any renewal thereof) unless RM agrees (in its absolute discretion) to make such refund.

3.2. The Special Conditions set out the minimum terms for each Product, as applicable. Where the Customer enters into any minimum term for a Product, the Agreement shall be renewed in accordance with the following process:

3.2.1. the Agreement shall automatically renew for a further consecutive terms commensurate with the duration of the preceding minimum term; or

3.2.2. the Agreement will terminate on the last date of the minimum term provided that the Customer notifies RM in writing (i) before entering a new Agreement, or (ii) at least 30 days before the end of any current minimum term, that it does not want the Agreement to renew automatically. Customers that elect the renewal process described in this clause 3.2.2 accept that RM may charge a fee in addition to the price quoted for the Product.

3.3. The start date of the delivery of any Product shall not be guaranteed but RM shall use its reasonable endeavours to ensure that the commencement of the delivery of the Product shall be as agreed.

3.4. Where RM agrees to perform any work by a particular date, that date shall not be guaranteed and RM shall not be liable for any failure to meet such date or dates.

4. SPECIFICATION OF PRODUCT

4.1. The specific description of each Product and the service that the Customer will receive in relation to that Product shall be as described in the Specific Conditions relating to that Product or as otherwise agreed in writing by RM.

4.2. All Products that provide access to the Internet will, unless otherwise agreed in writing, be filtered at RM's discretion. Nevertheless, if RM proposes to provide a filtering service but the Customer elects not to use that service, the Customer shall indemnify and keep indemnified RM and its officers, employees and agents against all and any claims, damage, loss and/or liability (of any kind) that may be suffered as a result.

4.3. RM is not responsible for the availability of the Internet and, accordingly, cannot and does not guarantee uninterrupted availability of the Internet or any services dependent upon its availability.

4.4. The Customer acknowledges that outbound email sent directly to the Internet will not be filtered by RM unless specifically agreed otherwise.

5. MAINTENANCE / CHANGES TO PRODUCT

5.1. RM reserves the right to change Product descriptions without notice.

5.2. RM may from time to time suspend the availability of any Product without being required to give notice of the same for the purposes of performing maintenance or other updating work. RM shall not be liable for any unavailability of any Product during any such period.

6. EQUIPMENT

Save as expressly otherwise agreed in writing, the Customer shall be responsible for the care and maintenance of all equipment required for the operation of any Product. Any damage to, or loss of, any such equipment shall be the exclusive responsibility of the Customer save where such damage is expressly stated within these Conditions to be RM's responsibility.

7. CUSTOMER OBLIGATIONS

7.1. The Customer shall ensure that it will at no time in performing any of its obligations under any Agreement infringe any rights (including without limitation any Intellectual Property Rights) of any third party.

7.2. The Customer agrees that it will not introduce any Virus into any computer equipment or system or software of RM. The Customer further agrees to use virus checking software before downloading any material from the Internet. Unless specifically agreed otherwise, the Customer shall be responsible for applying antivirus software to protect its machines and networks.

7.3.   The Customer agrees that it will not use any Product for the purposes of transmitting or receiving any Unacceptable Content.

7.4.   The Customer accepts that the Product provides finite bandwidth and that applications that make excessive or wasteful use of the Product to the detriment of other users are NOT allowed without prior written permission from RM. Examples of such applications are (but will not be restricted to) live video, live audio and the use of IP multicast.

7.5.   If the Customer introduces any Virus (see clause 7.2 (above)), or if the Customer's use of the Product is detrimental to the performance of the Product for other customers of RM (see clause 7.3 (above)), RM shall be entitled to suspend the delivery of the Product to the Customer for such period as RM (in its absolute discretion) deems necessary or desirable to deal with the effects of the same.

7.6.   The Customer agrees to act at all times with good faith in its dealings with RM.

7.7.   The Customer shall provide to RM such reasonable co-operation, information, advice and assistance as RM may reasonably require.

7.8.   The Customer shall not do or omit to do anything, and shall procure that none of its personnel does or omits to do anything, which constitutes an offence under any law, regulation or code of conduct.

7.9.   The Customer shall ensure that it has obtained all necessary consents, licences and permissions necessary to use the Product at its premises and any equipment related to the Product.

7.10.   The Customer shall be responsible for all electrical supplies and connections necessary for the operation of the Product.

7.11.   The Customer shall be responsible for maintaining the security and confidentiality of any passwords relevant to any Product and RM shall not be liable in any way for any loss or damage caused by an unauthorised user gaining access to a Product by the unauthorised use of the Customer's password(s). The Customer agrees to keep all passwords strictly confidential and, where such functionality is provided by RM, to update passwords periodically in order to maintain appropriate levels of security. Additionally, where such functionality is provided by RM, the Customer shall amend any passwords issued on activation of a Product at the earliest possible opportunity.

7.12.   The Customer shall be responsible for the size any mailbox provided by a Product and agrees that RM shall not be required to store or protect any additional e-mails where the mailbox limit has been reached (or would be reached by the acceptance of any e-mail(s)).

7.13.   The Customer shall be responsible for all back-ups of any data that may be deleted by use of a Product, unless specifically stated otherwise.

7.14.   Where the Specific Conditions relevant to a Product state that a BT phone line is required:

7.14.1.   the Customer shall, at its own cost, ensure that an active BT phone line is available for use for the Product;

7.14.2.   if requested, the Customer shall provide access to the location where the Product is to be installed so that any necessary line tests and surveys may be conducted (certain geographical locations are not suitable for certain Products); and

7.14.3.   if the location is not suitable for the Product (as determined at RM's sole discretion), RM shall be under no obligation to provide such Product.

7.15.   In addition to the above general obligations, the Customer shall perform those obligations in relation to a particular Product as are specified in the Specific Conditions relevant to that Product.

8.   PRICE AND PAYMENT

8.1.   Unless otherwise stated, all payments shall be due within thirty (30) days of the date of RM's invoice.

8.2.   RM shall be entitled to charge interest on any due but unpaid invoices at the rate of four percent (4%) per annum above Barclays Bank plc lending rate from time to time from the due date to the date payment is received by RM.

9.   PASSING OF RISK AND TITLE

9.1.   Risk of loss and damage shall pass from RM to the Customer upon delivery of the Products to the Customer or its agent.

9.2.   Title to any equipment, or any physical media on which any of the Products is stored, shall only pass to the Customer once full payment for such Products has been received by RM from the Customer.

9.3.   Until such time as title in the items referred to in clause 9.2 (above) has passed to the Customer, RM:

9.3.1.   shall have absolute authority to retake, sell or otherwise deal with or dispose of the Products;

9.3.2.   for the purposes specified in clause 9.3.1 (above), RM or any of its agents or authorised representatives shall be irrevocably entitled at any time and without notice to enter upon any premises in which the relevant items or any part thereof is present or is reasonably believed to be; and

9.3.3.   shall be entitled to seek an injunction to prevent the Customer from selling, transferring or otherwise disposing of any such item.

10.   CANCELLATION AND RETURNS

10.1.   Once RM has accepted an order from the Customer for a Product, the Customer shall not be entitled to cancel that order at any time. RM may, in its absolute discretion, allow the Customer to cancel   an   order   prior   to   delivery   in   accordance   with   clause   10.3.

10.2.   If RM (in its absolute discretion and on such terms as it may determine) agrees to allow the Customer to cancel an order after it has been accepted by RM, this shall not under any circumstances be taken as a precedent which may be applied to other orders, either by the Customer or any other customers.

10.3.   Subject to clause 10.1, if the Customer wishes to cancel an order prior to delivery and RM consents to this, a cancellation fee of at least £350 will be incurred. This fee is to cover internal administrative costs as well as costs passed on by our telecommunications partners.

10.4. Nothing in this clause 10 shall affect the Customer's right to terminate use of a Product in accordance with clause 3 (above).

11. GENERAL WARRANTIES

11.1. Each party warrants to the other that it full legal right and authority to enter into all and any Agreements which it purports to enter into.

11.2. Each party warrants to the other that it will observe and comply with all laws and regulations applicable to any Agreement.

11.3. The Customer warrants to RM that it is not subject to any other obligation, compliance with which will or is likely to have an adverse effect on its ability to perform its obligations under any Agreement.

11.4. The Customer warrants to RM there are no material facts or circumstances in relation to its financial position or operational constitution that have not been fully and fairly disclosed to RM and which, if disclosed, might reasonably have been expected to affect the decision of RM to enter into an Agreement.

11.5. The Customer warrants to RM that it will not, at any time, infringe any rights (including without limitation any intellectual property rights of any kind in any jurisdiction) of any third party in performing any of its obligations, or exercising any of its rights, under an Agreement.

11.6. Save as expressly provided elsewhere in these Conditions:

11.6.1. the Customer agrees to use the Product (and any equipment associated with it) at the Customer's own risk; and

11.6.2. to the fullest extent permitted by law RM hereby expressly disclaims all other warranties (whether express or implied) of any kind in relation to the Products and all matters associated with the Products. This Clause 11.6 shall apply without prejudice to the provisions of Clause 14.

12. INTELLECTUAL PROPERTY

12.1. Title to any software supplied by RM shall at all times remain vested in RM or its licensors. At no time shall the Customer gain any title to any such software.

12.2. Subject always to the provisions of Clause 12.1. RM hereby grants to the Customer a personal, limited, non-exclusive, non-transferable licence to use the software provided to the Customer (if any) by RM for use with the Product (the "Product Software"). The Customer must treat the Product Software like any other copyrighted material (e.g. a book or musical recording) except that the Customer may either (a) make one copy of the Product Software solely for backup or archival purposes; or (b) transfer the Product Software to a single hard disk, provided the Customer keeps the original solely for backup or archival purposes. The Customer must reproduce and include the copyright notice on any copy. The Customer may not copy the written materials accompanying the Product Software.

12.3. The Customer undertakes not to perform any of the acts referred to in this Clause 12.3 except to the extent and only to the extent permitted by law to the Customer as a lawful user of the Product Software and only then for the specific limited purpose permitted by law or in these Conditions. The Customer undertakes:

12.3.1. not to copy the Product Software (other than for normal system operation and as expressly specified in these Conditions) nor otherwise reproduce the same;

12.3.2. not to translate, adapt, vary, or modify the Product Software;

12.3.3. not to disassemble, decompile or reverse engineer the Product Software;

12.3.4. not to remove, obscure or alter any notice of patent, copyright, trademark or other proprietary notice on the Product Software;

12.3.5. not to sub-license, distribute, rent, lease, or otherwise transfer the Product Software or any unique access code or copy the Product Software other than as expressly provided in these Conditions;

12.3.6. not to make the Product Software accessible by any type of broadcast or transmission, including but not limited to broadcast or transmission by cable, Internet, television, satellite, or telephone;

12.3.7. not to use the Product Software to attract customers away from RM or to procure commercial advantage over RM or to use it in any other way which is likely to be directly or indirectly detrimental to RM or its business; and

12.3.8. not to enable a third party to do any of the acts set out in this clause 12.3.

12.4. If notified promptly in writing of any action (and all prior claims relating to such action) brought against the Customer, based on a claim that the Customer's use of Products infringes a United Kingdom patent or copyright, RM will defend such action at its expense and pay the costs and damages awarded, provided that RM shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. At any time during the course of any litigation arising out of a claim of infringement for a United Kingdom patent or copyright, or if in RM's opinion, a Product is likely to become the subject of a claim of infringement of a United Kingdom patent or copyright, RM will at its option and expense either procure for the Customer the right to continue using the Product, replace or modify the same so that it becomes non-infringing, or grant the Customer a credit for the Product as depreciated and accept its return. Depreciation will be an equal amount per year over the lifetime of the Product as established by RM. RM will not have any liability to the Customer under any provision of this clause if the infringement or claim thereof is based upon:

12.4.1. use of Products in combination with other equipment or software not supplied by RM; or

12.4.2. the use of Products in carrying out any patented process; or

12.4.3. infringement as described in clause 12.6 (below).

12.5. Clause 12.4 (above) states the entire liability of RM with respect to infringement of patents or copyrights by Products or any part thereof or by their operation. No costs or expenses will be incurred for the account of RM without the prior written consent of RM.

12.6. The Customer will hold RM harmless against any expense, judgment or loss of infringement of any patents, copyrights or trademarks which results from RM's compliance with Customer's designs specifications or instructions.

13. **TERMINATION**

13.1. RM shall have the right, without prejudice to any other remedies, at any time by giving notice in writing to the Customer to terminate forthwith any Agreement (which would automatically terminate any related licence) in any of the following events

13.1.1. if the Customer fails to pay any sums to RM on the due date of payment; or

13.1.2. if the Customer commits any other breach of any Agreement provided that if the breach in question is one which the Customer can effectively remedy then the said notice of termination shall not be effective to terminate such Agreement unless the Customer fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of; or

13.1.3. if the Customer ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.

14. **LIMITATIONS ON LIABILITY**

14.1. Products have been manufactured or developed by RM or third parties to standard specifications. The Customer accepts that RM is acting only as a supplier and that it is the Customer's responsibility to verify that the Products will be suitable for its own requirements. There are no warranties, conditions, guarantees or representations as to description, merchantability or fitness for a particular purpose or other warranties, conditions, guarantees or representations whether express implied by statute or otherwise oral or in writing except as provided in these Conditions and except as to statute implied terms as to title.

14.2. Notwithstanding clause 14.1 (above), the remedies set out in these Conditions do not apply to consumer transactions except in so far as they add to the Customer's rights as implied by statute. In relation to such transactions, the rights and obligations of RM and the Customer in respect of defects in any Products supplied by RM to the Customer under an Agreement, the fitness for any particular purpose of such Products and the correspondence of such Products with any description or sample shall be determined by the terms and conditions implied by Statute.

14.3. Notwithstanding clauses 14.1 and 14.2 (above), all rights which the Customer may have under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 are in addition to those set out in these Conditions.

14.4. If RM is unable, other than through the act or default of the Customer, within a reasonable time to replace or repair the defective Product in accordance with the terms of an Agreement and where the Product in question is totally unusable due to the defect or non-conformity, the Customer may reject it and upon its return to RM's premises is entitled to recover the purchase price of the relevant Product.

14.5. RM shall be liable for death or personal injury arising from the use of Products to the extent that it results from the negligence of RM or its employees. RM shall also be liable to the Customer for any other direct loss of or damage to tangible property caused solely by the negligence of RM or its employees subject always to the maximum aggregate liability of RM under any Agreement or in connection with the supply of any Products under it, whether in respect of contract, tort or otherwise in relation to any successful claim made on RM by the Customer not exceeding the amount received by RM from the Customer in respect of sale of the Products to which the claim relates.

14.6. The Customer agrees that RM will not be liable for any loss arising out of the provision of goods or services by any company organisational person other than RM or for any loss caused by the Customer's failure to perform its obligations under an Agreement. In particular but without limitation to the generality of the foregoing, RM shall not be responsible nor liable for the Customer's inability to access any Product or any impairment in using any Product where such inability or impairment results from any incompatibility between any hardware or software used by the Customer, unless such items have been supplied by RM specifically for use with the Product in question.

14.7. RM shall not in any event be liable for any indirect, special or consequential loss, howsoever arising (including but not limited to loss of anticipated profits or of data) in connection with or arising out of the supply, functioning or use of any of the Products even if RM shall have been advised of the possibility of such potential loss and shall not be liable for any loss except as provided for in these Conditions.

14.8. Save as expressly provided in clauses 14.1 to 14.7 (above) or as otherwise required by law, RM shall have no liability whatsoever to the Customer in connection with the supply of any Products howsoever arising and whether such liability arises directly or indirectly.

14.9. In particular but without limitation to the generality of clause 14.8 (above), the Customer acknowledges that RM is unable to exercise control over the content of material transmitted over the Internet and so RM excludes all liability for any kind of defamation, for the transmission or reception of material of any nature unless specifically provided by RM. Further, RM cannot guarantee that you will not receive "SPAM" and, as such, RM excludes all liability in respect of the same.

15. **CUSTOMER INDEMNITY**

The Customer agrees to indemnify and keep indemnified RM in respect of any and all actions, claims, demands, costs, losses, financial or non-financial penalties or charges, other charges and/or expenses (including legal expenses on an indemnity basis) that RM may suffer or incur as a direct or indirect result of, or in consequence of, any breach by the Customer of any of its obligations under an Agreement or its negligence in performing any of its obligations under an Agreement.

16. **CONFIDENTIAL INFORMATION**

16.1. "Confidential Information" shall mean and include all information which the disclosing party reasonably regards as confidential (which in the case of RM shall include without limitation all of RM's technical materials, documentation and pricing) but shall exclude information which:

16.1.1.   information which is already in the public domain or comes into the public domain other than as a result of a breach of an Agreement;

16.1.2.   information which the receiving party can demonstrate was developed independently of information received from the other party;

16.1.3.   information which is required to be disclosed by statute (but not contractual obligation); and

16.1.4.   information which is received from a third party who is entitled to share such information without restriction.

16.2.   The Customer agrees that it will not disclose any of RM's Confidential Information to any third party without RM's prior written consent.

16.3.   The Customer agrees to keep RM's Confidential Information secure and to implement such security measures on RM's Confidential Information as it employs on its own Confidential Information.

16.4.   RM acknowledges that the Customer may have statutory obligations to consider disclosing RM's Confidential Information pursuant to, inter alia, the Freedom of Information Act 2000 (but this shall not include contractual obligations, in respect of which the confidentiality provisions in clauses 16.2 and 16.3 (above) shall apply in full). However, the Customer agrees that it will consult with RM in good faith prior to disclosing any of RM's Confidential Information in connection with any such statutory obligations and shall take into account in good faith all and any representations made by RM in connection with the decision as to whether or not to disclose the same prior to doing so. Should the Customer decide to disclose any such information (whether or not RM has made any representations), it shall provide RM with detailed written reasons for doing so.

17.   **DATA PROTECTION**

17.1.   In these Conditions, the terms data controller, data processor, personal data, sensitive personal data and processing shall be as defined in the European Data Protection Directive 95/46/EC and "Data" shall mean the personal data and sensitive personal data provided to RM in connection with the Service. "Data Protection Law" means applicable data protection legislation implementing the European Data Protection Directive 95/46/EC and any amendments, revisions, re-enactments or consolidations thereof.

17.2.   The Customer acknowledges that it is a data controller and that RM is a data processor.

17.3.   RM shall:

17.3.1.   use the Data only on your instructions as set out or referred to in these Conditions to provide the Product(s);

17.3.2.   provide appropriate technical and organisational measures to protect the security of the Data, in particular against unauthorised or unlawful access or processing, alteration, accidental loss or destruction of or damage to the Data; and

17.3.3.   take all reasonable steps to ensure the reliability of any of its staff who have access to Data processed in connection with the Product(s).

17.4.   The parties acknowledge that RM's provision of the Product may require the transfer of Data to RM's sub-contractors (including RM group entities) ("Recipients") outside the European Economic Area in countries which have not been approved by the European Commission as having adequate protections in place for the purpose of the transfer of personal data. RM will be permitted to transfer

Data to such Recipients provided that RM shall have entered into an agreement with the relevant Recipient based upon standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area and which agreement shall include security obligations on the Recipient which are no less onerous than those contained in these Conditions.

17.5. The parties also acknowledge that RM may also use services and/or products from other third parties in order to provide the Product(s) and that, in doing so, RM may transfer Data to such third parties. This may include (by way of example only) third parties that provide online storage and other facilities. If RM becomes aware of any such third party wishing to transfer Data outside the European Economic Area, RM shall request that the third party enters into an agreement of the sort noted in clause 17.4 above.

17.6. The Customer agrees to comply with its obligations under Data Protection Law in relation to its collection, processing and provision of Data to RM in connection with the Product(s).

17.7. The Customer shall indemnify and keep RM indemnified against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this Clause 17 by the Customer and/or its employees, agents and/or sub-contractors.

17.8. The Customer acknowledges that RM is reliant on the Customer for direction as to the extent to which RM is entitled to use and process the Data. Consequently, RM will not be liable for any claim brought by the Customer or any data subject arising from any action or omission by RM to the extent that such action or omission resulted from the Customer's instructions.

17.9. RM may also use the Customer's personal data in accordance with its Privacy Policy which can be found at www.rm.com.

18. ANTI-BRIBERY

The Customer shall ensure that it and all of its staff, agents, contractors and any other party performing its obligations or exercising the Customer's rights under or in connection with this Agreement and/or any other agreement that the Customer may have with RM, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. The Customer shall, whenever requested by RM, provide evidence of the measures, steps and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

19. EXPORT CONTROL

Under regulations governing United Kingdom trade and by virtue of its agreements with suppliers, RM requires to be pre-notified of shipments outside the United Kingdom. The Customer shall be and is required to obtain all necessary licenses prior to any such export. The delivery of all Products is subject to all such authorisations being available at the time of delivery.

20. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control. Such causes shall include but are not limited to terrorism, fire, flooding,

lightning, storm, power surges and failures, failure of suppliers or providers, industrial disputes and other similar action, earthquakes and acts of God.

21. NON-WAIVER

Failure by RM to exercise or delay exercising any of these Conditions shall not constitute or be deemed to be a waiver of RM's rights hereunder nor prejudice RM's rights to take subsequent action.

22. HEADINGS

The headings in these Conditions are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of these Conditions.

23. NON-ENFORCEABILITY

The invalidity or unenforceability for any reason of any part of any Agreement shall not prejudice the continuation in force of any other part of that Agreement.

24. ASSIGNMENT

No Agreement may be assigned by the Customer without the prior written consent of RM (which RM shall be entitled to refuse at its absolute discretion). Any such attempt to assign shall be void.

25. RELATIONSHIP BETWEEN PARTIES

Nothing in any Agreement shall make either party the agent or partner of the other or give either party the power to bind the other.

26. NOTICES

26.1. Any notice required to be given under any Agreement shall be in writing and shall be sent by first class post to the address of the Customer set out in each sales order (for notices to be sent to the Customer) or the registered office of RM (for notices to be sent to RM).

26.2. Notices correctly addressed and served in accordance with Condition 26.1 shall be deemed to be delivered two Working Days after posting.

27. CUSTOMER MORE THAN ONE PERSON

Where the Customer comprises two or more persons their liability and obligations to RM under any Agreement shall be joint and several.

28. THIRD PARTY RIGHTS

Nothing in any Agreement shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

29. GOVERNING LAW

All Agreements shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English courts.

SPECIFIC CONDITIONS

RM ADSL, RM ADSL2+, RM ADSL Connect, RM ADSL Plus, RM FTTC

Minimum initial term of 12 months or 36 months, as agreed. The Product is subject to a contention ratio as specified by RM. BT phone line required. RM will provide a RM Managed Router as standard (See specific condition 'RM Managed Routers' for more information). The product will deliver network access to the Internet. The Product does not include any network or LAN configuration and RM responsibility for this Product stops at the RM Managed Router.

RM Fibre Plus
Minimum initial term of 12 months or 36 months, as agreed. The Product includes a MPF line, as a data-only service. RM will provide a RM Managed Router as standard (see specific condition 'RM Managed Routers' for more information). The Product will deliver network access to the Internet. The Product does not include any network or LAN configuration and RM responsibility for this product stops at the RM Managed Router.

RM ADSL Home Worker

Minimum initial term of 12 months. BT phone line required. This Product supports a single computer but does not include installation or configuration. The Product is supplied with an ADSL Modem.

RM ADSL Local and RM ADSL Computers for Pupils

Minimum initial term of 12 months. BT phone line required. A wireless router much also be purchased. This product supports between one and four computers and is intended for use in connection with the DCSF Computers for Pupils initiative only.

RM Mobile 3G and RM 3G Computers for Pupils

Minimum initial term of 12 months. Services will be terminated automatically by RM at the end of the initial term. These services support a single computer and are intended for use in connection with the DCSF Computers for Pupils initiative only.

These services are dependent upon availability of the T-Mobile network; RM makes no warranties regarding the availability of the services in any location.

Products will be dispatched in bulk to a single customer location for distribution to end users.
It will be the responsibility of the Customer to install and configure devices for use with the services unless configuration services are purchased separately from RM.

The Customer will be responsible for keeping a record of the telephone numbers and serial numbers of any devices supplied. If any device is lost, stolen or damaged then RM and T-Mobile will require the serial number of the device or devices affected in order to disable the contract service on the lost, damaged or stolen device. The customer is responsible for ensuring that records are retained relating to which user has which connectivity devices. Any device replacements must take place via a school, college or local authority location in order to help protect the security of pupils and other end users.

RM LEASED LINES and RM EFM

Minimum initial term of 12 months or 36 months, as agreed. The Product will deliver network access to the Internet. The product is supplied with a RM Managed Router as standard (see specific condition 'RM Managed Routers' for more information. The Product does not include any network or LAN configuration and RM responsibility for this Product stops at the router.

The Customer may be permitted to cancel the order without charge at site survey stage only if

additional costs are identified at that stage. Note that this does not apply beyond site survey stage.

RM HOMELINK

Minimum initial term of 12 months. BT phone line required. The Product requires the following: CD ROM drive, Microsoft® Windows® 98 or higher and Modem (28.8 Kbps or greater recommended), or ISDN terminal adapter.

RM ISDN

Minimum initial term of 3 months, 6 months or 12 months, as agreed. BT phone line required. The product will deliver network access to the Internet. The Product does not include any network or LAN configuration. RM does not supply ISDN routers. It is the Customer's responsibility to provide a correct router. RM may (at its discretion) provide third party router configuration at additional charge but shall be under no obligation to do so.

RM MANAGED ROUTERS

Where agreed, the Product consists of a pre-configured router delivered to the Customer's premises for use with RM ADSL, RM Broadband and Leased Lines Products and does not include installation or acceptance testing of the router unless specified otherwise. RM will supply 512 NAT on all managed routers supplied and configured by RM unless stated otherwise. If requested, RM will supply public IP addresses. However, it is the Customer's responsibility to ensure that all necessary security precautions are taken to protect its network. RM will not be liable for any cost incurred following a security incident if the router was not supplied, managed and configured by RM or if the Customer has requested public IP Addresses. RM Managed Routers remain the property of RM Education Limited.

RM DOMAIN NAME HOSTING

Minimum initial term of one calendar year and on an annual subscription basis only. The Customer's domain name is hosted on RM's name servers. RM will create an entry on the name servers for the domain, using the information provided by the Customer. RM will contact the domain name registrar (e.g. Nominet) to change the name servers of the domain name to RM. Where the registered domain name does not end .uk, RM accepts no responsibility for contacting other domain name registrars. Support services included with the Product comprise of telephone and online support during standard working hours as defined on www.rm.com. The Customer shall be responsible for ensuring that the domain name to be hosted is registered and tagged to RM, liaising with third party companies to release domain names, updating the Customer's domain name details in the 'whois' database and updating the Customer's email contact address in the 'whois' database.

When the domain name does not end .uk, the Customer shall be responsible for informing the domain name registrar that they wish to transfer the hosting Product to RM. The Customer acknowledges that changes to domain name data may not propagate across the Internet immediately. This means that, for a limited period of time, some servers may continue to use the old settings following any such change.

RM DOMAIN NAME REGISTRATION

Minimum initial term of one calendar year and on an annual subscription basis only. RM will register a domain name for the Customer with the registry administrator (e.g. Nominet). RM can register domain names within a range of top level domain names, including .ac.uk, .org.uk, .org, .com and .co.uk. RM will liaise with the registry administrator to determine whether the requested domain name can be allocated to the Customer. At its discretion, RM may suggest alternative domain names when the preferred domain name is not available. RM will contact the Customer to confirm the Customer's choice of domain name.

RM will register the confirmed domain name with the registry administrator. RM will renew the registration with the registry administrator

annually (or as per its renewal period) until the contract with the Customer is cancelled. RM reserves the right to change a domain's registry administrator at any time. Support services included with the product comprise of telephone and online support during standard working hours as defined on www.rm.com. The Customer shall be responsible for supplying the Customer's preferences to RM with regards to the domain name to be registered and confirming to RM the choice of domain name if confirmation is requested before the domain name is registered.

The Customer's choice of domain name must not infringe the rights of any third party (e.g. by some form of identity fraud). The Customer should abide by any requirements, limits or guidelines imposed by the registry administrator on the amount of data about the domain name that should or may be made publicly available. The Customer shall comply with any requests by the registry administrator to change to a domain name after it has been registered.

RM DOMAIN NAME TRANSFER / AMENDMENT

Unless otherwise agreed in writing, the Product is offered for 30 days or until the old domain name is deleted (whichever is shorter). RM will set up existing email services on a new domain name. To offer this service, RM must host both the old and the new domain names. RM will configure RM EasyMail Plus on the new domain if this service existed on the old domain and there is a valid contract.

RM will re-direct the SMTP feed if one existed on the old domain. RM will configure new POP3 email accounts on the new domain if there is a POP3 contract. Where appropriate, incoming mail to the old domain will be re-directed to the same username on the new domain. Support services included with the product comprise of telephone and online support during standard working hours as defined on www.rm.com. The Customer shall be responsible for ensuring that the new domain name is registered (if applicable), ensuring that the relevant domain names are hosted by RM and creating user accounts and migrating user data (e.g. address book contacts

or email) between the domains where RM EasyMail Plus has been set up on the new domain.

The Customer acknowledges that negotiations concerning .sch.uk top level domain names are carried out directly between the Customer and Nominet or any other domain name registry administrator. RM has no role in this discussion. The Customer acknowledges that RM has no control over the timescale for deletion of a domain name by Nominet or any other domain name registry administrator.

RM POP3 (POST OFFICE PROTOCOL 3) MAILBOXES

Minimum initial term of one calendar year and on an annual subscription basis only. RM will store The Customer's mail on its POP3 infrastructure for collection by the Customer's email client. This Product is only available to customers whose domain name is hosted by RM and whose Internet connectivity is provided by RM. RM will store the
Customer's email until the Customer's mail client retrieves it. RM reserves the right to delete individual messages that are older than 30 days if they have been retrieved at least once.

RM will filter the email for known Viruses. RM will provide anti-spam protection at its discretion. RM reserves the right to delete any POP3 mailbox that has not been read for 6 months or more, even if mail has been delivered to it during that period. Support services included with the product comprise of telephone and online support during standard working hours as defined on www.rm.com.

The Customer shall be responsible for identifying and implementing an email client (such as Outlook Express or Eudora) for downloading their POP3 email. The Customer must not configure its POP3 mail client to leave mail on the server: once a message has been retrieved it should be deleted from the POP3 mailbox.

RM EASYMAIL PLUS

Minimum initial term of one calendar year and on an annual subscription basis only. RM EasyMail Plus is a web-based email service, hosted by RM on its infrastructure. The Customer accesses their email and administer their domain using web-browsers. If the Customer has RM connectivity, they may choose to download their email locally using a
POP3 email client such as Outlook Express. The Customer is purchasing licences entitling them to use a specified number of mailboxes or calendars or a specified quantity of additional mailbox space. RM will create the number of mailboxes or calendars or deliver the mailbox space specified by the Customer in their order.

RM will change the domain name's MX (Mail eXchange) record if RM hosts the customer's domain name. Otherwise, RM will send a copy of the MX records to the Customer to pass to the 3rd party host. RM will confirm, after the Product has been set up, the url of the administration domain (where the email accounts can be set up), a password for the administration domain and the url of the website where the email service can be accessed.

RM will back up the mail stores and will retain stored data for a period of one month. RM will apply anti-virus filtering for known Viruses. If a Virus is detected it is removed from the email and the recipient and Filter Master (if this role has been delegated) are notified. RM will apply anti-spam filtering at its discretion.
RM reserves the right to delete mailboxes or suspend the email service of any domain that does not have the correct or current contract entitlement to the mailboxes, calendars or additional mailbox space allocated to their domain. Unless otherwise agreed in writing, mailboxes have a minimum default size (currently 20 MB). RM can change the minimum mailbox capacity at its discretion.
RM reserves the right to charge an administrative fee for complying with the Customer's change request if the request falls outside the normal scope of the RM EasyMail Plus service. RM has the right to delete any RM EasyMail Plus domain that has been suspended for more than one calendar month. RM determines the maximum transmittable email size limit. The limit is subject to change.

Support services included with the product comprise of telephone and online support during standard working hours as defined on www.rm.com. The Customer shall be responsible for ensuring that the domain name they wish to use is registered and hosted, ensuring that their domain name hosting company sets the correct MX (Mail eXchange) record for their domain name and carrying out administrative tasks for their email domain (such as creating new users, modifying passwords, etc).

Unless otherwise agreed, the Customer acknowledges that there is a minimum orderable quantity of mailboxes or calendars and a minimum orderable quantity of additional mailbox space. More information can be found by visiting www.rm.com/easymail. The
Customer acknowledges that changes to domain name data may not propagate across the Internet immediately. This means that, for a limited period of time, some servers may continue to use the old settings following any such change.

RM WEBSITE HOSTING

Minimum initial term of one calendar year and on an annual subscription basis only. The product provides a defined amount of server space. The product does not include web authoring or upload tools. This product does not include uploading data. RM will backup data on a regular basis, but makes no guarantee expressed or implied as to the integrity of these backups. It is the responsibility of the Customer to keep a copy of any uploaded material. Restoration of data deleted by the Customer is not included in this service. RM will supply telephone support. The Customer hereby agrees not to upload unsuitable or illegal material, nor to host same, not to host chat rooms, not to resell space, not to exceed their contracted space (quota), not to use server resources to such an extent
it jeopardizes server performance and resources for other customers and to Maintain a copy of all uploaded material.

EASYMAIL SERVERS SOFTWARE PACKS

EasyMail Server 1 is an email server for customers with Community Connect 2.4 or coexistence networks. RM EasyMail Server 2 is an email server for pure CC3 (Community Connect 3) networks. RM EasyMail Server is based on Imail technology from Ipswitch Inc.

This product is capable of installation by the Customer. It is also possible for the Customer to purchase an RM EasyMail Server installation service. The installation service supplied by RM is subject to its own Terms and Conditions (which will be provided separately on request). Any support services are supplied subject to the Terms and Conditions of the appropriate Network support contract, purchased by the Customer.

The Customer shall be responsible for implementing their own anti-virus / anti-spam filtering and backing up their email stores, making any necessary communications to or arrangements with their Internet Service Provider and Domain Name hosting company, following the instructions provided with the software and ensuring that an appropriate support contract has been purchased, if required.

RM SAFETYNET, RM SAFETYNET PLUSAND RM SAFETYNET UNIVERSAL

RM SAFETYNET PLUS has a minimum initial term of 3, 6 or 12 months, as agreed. RM SAFETYNET UNIVERSAL has a minimum initial term of 12 months.

RM shall provide a service that facilitates the blocking of access to URLs on lists maintained by RM.

RM shall maintain filter lists of websites, which contain Pornography, Drugs/Substance Abuse, Intolerance, Violence, Web based chat, web based email and mobile phones/SMS/Ring tones (the "Database"). Websites are added to RM's filter lists in accordance with RM's Internet filtering policy which can be found at http://www.ifl.net/support/filteringpolicy.html

As part of the provision of the Product, RM grants the Customer and its licensed endusers, and the Customer accepts, a non-exclusive non-

transferable licence to use the Database as part of accessing the Product. RM may terminate this licence at any time but the termination of this licence shall not necessarily affect the provision of the Product by RM.

RM makes no express or implied warranties or guarantees as to the performance of the Product, the accuracy or completeness of the Product or the Database. The Product can only decrease the likelihood of the Customer or an end-user accessing inappropriate content but cannot guarantee that such content will not be accessed.

The Product enables the Customer to allow the Customer and end-users to access web sites that RM has determined should be filtered (with the exception of Non-Accessible sites). The Customer may access such web sites by positively selecting such web sites for access. Any such selection by the Customer is made entirely at the Customer's own risk and RM shall not be liable to the Customer, end-users or any third parties, such as relatives of end users, for any claim, loss or expense caused directly or indirectly by such access and, further, the Customer hereby indemnifies and shall keep indemnified RM against all claims, losses, damages, costs and expenses arising from or incurred by reason of such access.

The Customer warrants and undertakes to RM not to access or attempt to access, nor to reverse engineer, decrypt or otherwise alter the filter list of Non-Accessible Sites at any time.

The Customer acknowledges the possibility that any Non-Accessible Site may at any time cease to publish, illegal, offensive or unsuitable material or material that breaches the "RM Internet For Learning: Filtering Policy" or links to it and may subsequently be adopted by a user for lawful or suitable purposes in the circumstances. RM shall have no liability in contract, tort, negligence, statutory duty or otherwise, for any and all loss or damage the Customer (or persons given access to the Product by the Customer) suffer (whether direct, consequential or any other form of loss) as a result of being prevented from accessing such Non-Accessible Site, howsoever arising.

It is the Customer's responsibility to ensure that the web browsers of all users requiring filtering are set to use a filtered proxy server in the case of RM SafetyNet Plus, or in the case of RM SafetyNet Universal are set to use the RM SmartCache 2 as their proxy server. The SafetyNet and SafetyNet Plus Services require the Customer to provide access (at its cost) via a telecommunications and Internet connection. The Customer's use of RM SafetyNet Universal will require an RM SmartCache 2.

RM SMARTCACHE 2 AND STREAMING MEDIA

Streaming media has a minimum initial term of 12 months. RM SmartCache 2 is a Content Delivery and Web Caching Server. A 12-month warranty covering the hardware provided is included. Such warranty shall be invalidated by any abuse, misuse or neglect of such hardware by the Customer. RM SafetyNet Universal is an optional Internet filtering module for RM SmartCache 2. Streaming Media (based on RealNetworks®

Helix⬜⬜Proxy) is an optional module available for RM SmartCache 2 which allows the caching of streaming media files. Helix Proxy is provided under licence from RealNetworks® Inc. The placement of a valid order by you for the Streaming Media Add-on Software module will be deemed to be acceptance by you of the terms and conditions of the Helix Proxy End User Licence Agreement. Helix Proxy is a component of Helix Universal Gateway. Helix Universal Gateway is a product produced by RealNetworks® Inc. that incorporates Helix Universal Server and Helix Proxy. Helix Universal Server is a product designed to serve multi-media content to the internet, and is not included in SmartCache 2. SmartCache 2 is designed to include only Helix Proxy, and is not intended to be used as a streaming media server for the publication of streaming or multi-media content.

RM SmartTracker is an optional module for RM SmartCache 2, which provides Internet Auditing. Software Provided Under the GNU General Product Licence: RM SmartTracker™ makes use of a modified version of the IdentD Ident Server (©Copyright1998 Matthew Mastracci).

SmartCache 2 makes use of the Squid Web Proxy Cache software (http://www.squid-cache.org), and the Red Hat Linux Operating System (http://www.redhat.com). These are published under a GNU General Product Licence (http://www.gnu.org): The IdentD Ident Server is published under the GNU General Product Licence (available on request). In accordance with the terms of the GNU General
Product Licence, RM offers to provide a copy of the RM modified IdentD Ident Server source code, upon written request.

In order to receive remote updates and software support, the Customer is required to have a valid Support and Software Maintenance contract and run any software specified by RM, in all cases in accordance with the instructions as provided by RM or the relevant third party licensor.

In order for RM to provide Updates and Remote Support, the Customer must ensure that the Internet protocol TCP port numbers 22, 443, 8000 and 8080 and ICMP ECHO are accessible for inbound connections to SmartCache 2 from the IP range 194.238.48.0/23. RM reserves the right to change this inbound IP address range. SmartCache 2 must be able to automatically contact RM via the HTTPS protocol. If this protocol is prevented by the Customer's firewall, or the firewall of the Customer's Internet access provider, Updates and Remote Support cannot be provided and the Customer will not receive the full benefit of Updates and Remote Support. The support RM is able to provide may be limited if RM is unable to access the RM SmartCache 2 for the reasons specified above.

A static public IP address must be associated with SmartCache 2 either directly or through network address translation. Failure to provide such an IP address, or open the relevant ports, will limit the Updates and Remote Support that can be provided.

Use of the Auditing Add-on Software requires the installation of the SmartCache client on every workstation the Customer intends to be audited. The SmartCache client is provided by RM as part of the Auditing Add-on Software.

RM SECURENET EXAM EDITION

Minimum initial term of 13 months. RM will provide the secure transmission of encrypted exam data files as agreed, on receipt of a master file from the appropriate exam board. The files can then be downloaded by the exam centre.
RM will use reasonable endeavours to ensure that files are delivered to school accounts within 36 hours of the appropriate files being received by RM. The Product does not involve checking the data for accuracy nor the transmission of data from the school to an exam board. All files are encrypted during transmission. RM will not virus check the data. RM will provide telephone support.
RM will maintain a support web site (currently: https://admin.securenet.rmplc.co.uk/).
RM will publish a web based calendar of results deliveries and entry deadlines but RM is not responsible for any inaccuracies in this data. RM will supply the Customer with a CD ROM containing the software. If the Customer loses this CD it is their responsibility to buy a replacement. The Customer shall ensure that the PC on which the Product will operate will meet the following minimum requirements (or such others as may be required from time to time): IBM compatible PC with Intel® Pentium® class or faster CPU; 32MB memory; 50MB hard disk space; CD ROM drive; Microsoft® Windows® 95/98/2000/XP or NT 4. Internet Explorer 4 or higher; and Internet connection with FTP access. The Customer shall be responsible for installing the software on an appropriate PC. Before using live data, the Customer should send a test file to check that the encryption key has been correctly created. The Customer is responsible for downloading exam data files as appropriate.

MICROSOFT® EXCHANGE SERVERS SOFTWARE PACKS

Microsoft is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. The Microsoft® Exchange software packs provide email server software for customers with CC3 (Community Connect 3) networks.

RM's Microsoft® Exchange 2000 and Exchange 2003 software packs, which include the RM Management Console Extensions licence, are not customer-installable products. The installation service supplied by RM is subject to its own Terms and Conditions (available on request).

The separate RM Management Console Extension boxed products for Microsoft® Exchange 2000 and Exchange 2003 are customer installable. They allow customers to integrate an existing Microsoft® Exchange server into their CC3 network. Support services are supplied subject to the Terms and Conditions of the appropriate member server and network support contract, purchased by the customer.

The Customer shall be responsible for making any necessary communications to or arrangements with their Internet Service Provider and Domain Name hosting company, following any instructions provided and purchasing appropriate network and member server support contracts, if required.

RM REMOTESAFE

Minimum initial term of one calendar year and on an annual subscription basis only. RM RemoteSafe is a remote storage service, powered by Attix5, and hosted by RM on its infrastructure. Server Edition client software installed on the Customer's server enables data from the server to be encrypted, backed up and restored. As part of the purchase of this product, the Customer is also purchasing licences enabling it to use Server Edition software or plug-in software (such as for backing up a specified database) or a specified quantity of additional storage space. RM will supply the Server Edition software or plugin software or additional storage space specified by the Customer in their order.

The Customer is responsible for ensuring that their username, password, and encryption key are secure. The Customer acknowledges that if they forget or lose their encryption key, the encrypted stored data will be impossible to restore, as RM does not hold a copy of the

encryption key and therefore cannot retrieve encrypted data.

This product is capable of installation by the Customer, who agrees to follow the instructions provided by RM.

The Customer acknowledges that the time required to complete the first backup or restoration of a large quantity of data depends factors outside RM's control (such as the speed of the Customer's internet connection, the server's processing power, number of files to be backed-up, etc). After the first complete backup, subsequent backups will take much less time to complete because they are carried out on an incremental basis.

Customers choosing to include RM RemoteSafe in a disaster recovery strategy acknowledge that they will need to make arrangements to have their server rebuilt and the Server Edition client software and any plug-in software reinstalled before data can be restored to the server over the Internet via the RM RemoteSafe service.

RM reserves the right to delete the stored data of any Customer with incorrect or lapsed licence entitlement to use the service. Unless otherwise agreed in writing, a minimum quantity of storage space is available. RM can change the minimum capacity at its discretion. RM shall not store data that exceeds the Customer's space limits.

RM reserves the right to charge an administrative fee for complying with the Customer's change request if the request falls outside the normal scope of the RM RemoteSafe service. RM has the right to delete any data from a service that has been disabled for more than one calendar month.

The Customer shall be responsible for ensuring that the server meets the specifications for the service. For more information, see www.rm.com. The Customer shall be responsible for ensuring that the server is maintained in good working order and within the required specifications. Support services included with the product comprise telephone and online support during standard working hours as defined on www.rm.com.

RM shall make available or deliver to the Customer any new release or version of the software which is required by RM in order for the Customer to use the service. The Customer shall be responsible for ensuring any such release or version is used in compliance with instructions supplied and within the time specified by RM. The old version will no longer be supported after two weeks of the updated version.

The Customer shall be responsible for carrying out administrative tasks for backing up their server (such as selecting data to be backed up, setting the automatic backup schedule, restoring backed-up data, etc).

Unless otherwise agreed in writing, the Customer acknowledges that there is a minimum orderable quantity of additional storage space. More information can be found by visiting www.rm.com.