



Conversation Piece

TERMS AND CONDITIONS GOVERNING CUSTOMER VOICE SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms have the following meaning within these Terms and Conditions:

“**Access Provider**”, any company that provides Conversation Piece (Cork) Limited trading as Conversation Piece with access to the telephone line or associated telephone number and services

“**Account**”, the Customer’s account with Conversation Piece (Cork) Limited trading as Conversation Piece;

“**Agreement**”, any agreement between Conversation Piece (Cork) Limited trading as Conversation Piece and the Customer for the supply of Services, comprising a Customer Order Form and any other documents which have been or may be notified to the Customer by Conversation Piece (Cork) Limited trading as Conversation Piece as forming part of the agreement, and expressly or by implication incorporating these Terms and Conditions;

“**Associated Undertaking**”, any undertaking which from time to time is a subsidiary undertaking or a parent undertaking of Conversation Piece (Cork) Limited trading as Conversation Piece and any subsidiary undertaking of such parent undertaking, and for the purposes of this definition “subsidiary undertaking” and “parent undertaking” shall have the meanings respectively given to them by Regulations 3 and 4 of the European Communities (Companies: Group Accounts) Regulations, 1992;

“**Business Day**”, a day which is not a Saturday or Sunday or a bank or public holiday in Ireland;

“**Charges**”, all the charges (including, but not limited to, usage, rental and connection charges) imposed by Conversation Piece (Cork) Limited trading as Conversation Piece for the Services as more particularly described in Clause 6;

“**Contract Commencement Date**”, the date of commencement of performance of the Services or any part thereof. Please refer to “Ready For Service Date” or “RFS Date” and “Service” or “Services”;

“**ComReg**”, the Commission for Communications Regulation in Ireland;

“**Content**”, information, software, services or other materials provided by information providers to which access has been gained by the Customer using the Services;

“**Customer**”, meaning the contracting legal entity to whom the Services are provided and any other person reasonably acting within that person’s authority;

“**Customer Voice Order Form**”, the initial document and any subsequent document relating to the same, whether in paper or electronic format, delivered by one party and accepted by the other indicating the Services required;

“Conversation Piece (Cork) Limited trading as Conversation Piece Equipment”, means the equipment (including, but not limited, to any telephone line or any other telecommunications apparatus, node, digital subscriber line modem and cable, electronics etc.) supplied by Conversation Piece (Cork) Limited trading as Conversation Piece to the Customer in connection with the Services;

“Conversation Piece” or **“Conversation Piece (Cork) Limited trading as Conversation Piece”**, Conversation Piece (Cork) Limited trading as Conversation Piece, registered company number 087341, whose registered address is 14 St.Nicholas Square, Ballymacthomas, Cork City VAT No. IE4627200N;

“Conversation Piece (Cork) Limited trading as Conversation Piece Group”, Conversation Piece (Cork) Limited trading as Conversation Piece and its Associated Undertakings;

“Conversation Piece (Cork) Limited trading as Conversation Piece Website”, the Conversation Piece (Cork) Limited trading as Conversation Piece website currently with URL: www.conversationpiece.ie or such other website(s) as Conversation Piece (Cork) Limited trading as Conversation Piece may notify to the Customer from time to time;

“Due Date”, the date on or before which payment of any invoice issued by Conversation Piece (Cork) Limited trading as Conversation Piece in respect of the Services is due, as such date is stated in the invoice or if not stated on the invoice, fifteen (15) days from the date of the invoice;

“Early Termination”, has the meaning ascribed to it in Clause 15.2;

“End user”, means any party who uses a Service as a result of the Customer entering into this Agreement and any applicable Service schedule;

“Insolvent”, in relation to either party, where such party becomes bankrupt or is unable to pay its debts (within the meaning of section 213 of the Companies Act 1963) or is subject to an order or a resolution for its liquidation, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has a receiver, manager, trustee, liquidator or similar officer appointed over all or any substantial part of its assets, or is subject to any analogous event or proceeding in any applicable jurisdiction;

“Internet”, the global data network comprising interconnected networks using TCP/IP (Transmission Control Protocol/Internet Protocol);

“Contract Minimum Period”, the initial period of time agreed with the Customer for the provision of the Services per the Customer Voice Order Form and/or Sales Quotation.

“Missed Appointment”, any and all occasions upon which the Customer makes an appointment for Conversation Piece (Cork) Limited trading as Conversation Piece to visit the Customer's Site and upon doing so, Conversation Piece (Cork) Limited trading as Conversation Piece determines that the Customer is not present on the Site or is unwilling or unavailable to facilitate Conversation Piece (Cork) Limited trading as Conversation Piece in carrying out the business for which the Customer made the appointment;

“Ready For Service Date” or **“RFS Date”**, the date which Conversation Piece (Cork) Limited trading as Conversation Piece commits to the Customer to begin providing the Services from;

“Service” or **“Services”**, the telecommunications services or any other services described in the Customer Voice Order Form and agreed to be provided by Conversation Piece (Cork) Limited trading as Conversation Piece under this Agreement;

“Service schedule”, the details of a specific service provided under this agreement to the Customer;

“Site”, the location or locations where the Services are provided;

“Term”, the subscription period described in the Customer Order Form;

“Terms and Conditions” or **“Terms and Conditions Governing Customer Voice Services”**, these terms and conditions as they may be amended from time to time in accordance with the terms hereof; **“Usage Charge Schedule”**, has the meaning ascribed to that term in Clause 6; and

“VAT”, Value Added Tax.

- 1.2 The headings set out in these Terms and Conditions are for convenience only and shall not affect its interpretation.
- 1.3 Any reference herein to any of the parties will include its officers, employers, agents, contractors, representatives or any other person, firm or company authorised by that party from time to time while acting in the course of their employment or engagement by that party and that party shall be liable for and shall not be entitled to avoid or in any way limit its liability by reference to the acts or omissions of any such person.
- 1.4 The expressions “Conversation Piece”, “Conversation Piece (Cork) Limited trading as Conversation Piece” and “Customer” mean and include their respective successors, transferees, assigns, subcontractors and agents, where the context so permits.
- 1.5 Use of any gender includes the other genders and use of the singular includes the plural and vice versa.
- 1.6 Words such as “hereunder”, “hereto”, “hereof” and “herein” and other words commencing with “here” shall refer to the whole of these Terms and Conditions and not to any particular Clause thereof.
- 1.7 Any reference herein to a Clause, Schedule or paragraph shall be a reference to a section, sub-section, clause, sub-clause, schedule, paragraph or sub-paragraph (as the case may be) of these Terms and Conditions unless otherwise stated.
- 1.8 Any reference to any provision of any legislation shall include any modification re-enactment or extension thereof.
- 1.9 Any references to persons includes natural persons, firms, bodies corporate, unincorporated associations and partnerships, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).
- 1.10 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 Any undertaking by any party not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing.

2. CHANGES

An essential part of the Services is the ability of the Customer to request Conversation Piece (Cork) Limited trading as Conversation Piece to vary the Services it provides to the Customer. If the Customer wishes to move premises or move any of the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment, change any individual Service or make any other variation, the Customer shall submit a new Customer Order Form in which the Customer requests the change in service required, giving existing details of the Services provided, including reference number(s) and the new details of the Services required including any appropriate changes.

3. INSTALLATION

3.1 On acceptance of an order, where physical delivery is required, as part of the installation process Conversation Piece (Cork) Limited trading as Conversation Piece shall provide the Customer with:

3.1.1 the Ready For Service Date (RFS);

3.1.2 demarcation points for the Service as set out in the Customer Order Form;

3.1.3 interface specification details for the demarcation points; and

3.1.4 the unique circuit identification reference.

3.2 Upon acceptance of a Customer Order Form by Conversation Piece (Cork) Limited trading as Conversation Piece, the Customer agrees that:

3.2.1 all information required to complete the order has been provided to Conversation Piece (Cork) Limited trading as Conversation Piece;

and

3.2.2 if Conversation Piece (Cork) Limited trading as Conversation Piece is unable to commence or complete installation by the RFS Date, the sole reason being the inability of Conversation Piece (Cork) Limited trading as Conversation Piece to obtain information required from the Customer, or a Customer act or omission which prevents Conversation Piece (Cork) Limited trading as Conversation Piece from commencing or completing the installation, Conversation Piece (Cork) Limited trading as Conversation Piece shall be entitled at the RFS Date to invoice the Customer for all relevant charges described in the Customer Order Form and the Customer shall be obliged to pay the same.

3.3 Where any equipment is installed at the Site by Conversation Piece (Cork) Limited trading as Conversation Piece, the Customer shall ensure that Conversation Piece (Cork) Limited trading as Conversation Piece will have:

3.3.1 adequate rack space, power and air conditioning to operate such equipment;

3.3.2 reasonable access to the Site and any of the Customer's equipment; and

3.3.3 access to such facilities and such co-operation at the Site as Conversation Piece (Cork) Limited trading as Conversation Piece shall reasonably require or request.

3.4 Conversation Piece (Cork) Limited trading as Conversation Piece will normally carry out the work referred to in the Customer Order Form during its normal working hours but may, on reasonable notice, require the Customer to provide access at other times.

4. PROVISION OF THE SERVICES

4.1 Conversation Piece (Cork) Limited trading as Conversation Piece shall:

4.1.1 provide the Services to the Customer subject to and on the terms of this Agreement and with all reasonable skill, care and diligence;

4.1.2 make all reasonable endeavours to provide the Services and connect any Conversation Piece (Cork) Limited trading as Conversation Piece Equipment (where applicable) by the Ready For Service Date but Conversation Piece (Cork) Limited trading as Conversation Piece has no liability for any failure to provide the Services by the RFS Date;

4.1.3 make all reasonable endeavours to provide uninterrupted Services; and

4.1.4 supply, where necessary, the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment required to provide the Services in accordance with Clause 11.

4.2 For technical, operational and commercial reasons Conversation Piece (Cork) Limited trading as Conversation Piece may vary the Services or any aspect of the Services at any time upon notice to the Customer in accordance with Clause 20 hereof.

5. MAINTENANCE OF THE SERVICES

5.1 From time to time it may be necessary to carry out essential maintenance to the Services and whilst Conversation Piece (Cork) Limited trading as Conversation Piece shall endeavour to carry out such work outside normal business hours, no liability shall be accepted for any loss or damage arising as a result of an interruption in the Services during such maintenance or repair time.

5.2 The Customer shall notify Conversation Piece (Cork) Limited trading as Conversation Piece as soon as possible where any defect, fault or impairment in the operation of the Services is detected and Conversation Piece (Cork) Limited trading as Conversation Piece shall use all reasonable endeavours to attend at the Site, where necessary, or at the location of the fault or defect during normal business hours in order to examine and if necessary repair same, and the Customer hereby grants Conversation Piece (Cork) Limited trading as Conversation Piece all necessary licences and/or wayleaves required to enter on the Site to carry out such repair.

6. CHARGES

6.1 The Charges payable by the Customer for the provision of the Services are set out in the Customer Voice Order Form and/or Sales Quotation and/or the Usage Charge Schedule in respect of each location where calls may be terminated (the "**Usage Charge Schedules**"). Other Charges referred to in this Agreement may also be imposed.

6.2 In the case of flat rate services, invoices will be raised quarterly in advance.

6.3 In the case of variable rate services, invoices will be raised monthly in advance for the fixed rate fee and monthly in arrears for the variable portion of the charge.

6.4 For Conversation Piece Voice Services, usage charges will be invoiced every month in arrears. Along with its invoice, Conversation Piece (Cork) Limited trading as Conversation Piece may provide the Customer with individual call detail, per destination charge per minute and the aggregate usage charge payable broken down by termination location at the Customer's request.

6.5 For each telephone call originating from the Site, the Customer shall pay Conversation Piece (Cork) Limited trading as Conversation Piece the usage charge specified in the Usage Charge Schedule according to the destination and duration of the telephone call.

6.6 Usage charges are computed in one-second increments with a minimum of one second per call. Usage charges shall accrue upon completion of the first test call undertaken by the Customer. Usage charges will be invoiced by Conversation Piece monthly in arrears.

6.7 Installation Charges and/or Start Up Charges shall accrue on the relevant Service Activation Date or Acceptance Date and will be invoiced by Conversation Piece on or at any time thereafter.

6.8 Rental Charges and/or Monthly Fees shall accrue from the relevant Service Activation Date or Acceptance Date and will be invoiced by Conversation Piece monthly in advance. Service provided for part of a month will be charged on a pro-rata basis.

6.9 All charges shall be exclusive of VAT and any other applicable tax which shall be charged thereon under the relevant regulations in force at the time and such taxes shall be paid by the Customer.

6.10 Conversation Piece (Cork) Limited trading as Conversation Piece may impose any of the following charges:

6.10.1 a connection charge for connecting the Customer to any Service and any Conversation Piece (Cork) Limited trading as Conversation Piece Equipment. Conversation Piece (Cork) Limited trading as Conversation Piece shall notify the Customer in writing of this (or these) charge(s), if applicable, and shall apply the connection charge to the Customer's first invoice;

6.10.2 an additional administration charge in the event of late payment;

6.10.3 charges in relation to cessation and reconnection to the Services;

6.10.4 charges for Missed Appointments where Conversation Piece (Cork) Limited trading as Conversation Piece incurs costs on account of the Missed Appointments;

6.10.5 charges for any additional customer care or telephone support it provides as described in Clause 10.3;

6.10.6 daily interest on all outstanding amounts due on an Account until payment is received in full at the rate equal to 3 percent per annum above the European Central Bank overnight rate for the period that the amount is overdue;

6.10.7 charges for maintenance or repair of Conversation Piece (Cork) Limited trading as Conversation Piece Equipment where the fault or defect resulted from any cause outside the control of Conversation Piece (Cork) Limited trading as Conversation Piece or from the wilful neglect or default of the Customer or from a failure by the Customer to comply with the provisions of this Agreement;

6.10.8 charges for call out and diagnosis where the fault or defect is found to be on the Customer's equipment or due to their internal cabling;

6.10.9 charges for any lost, damaged or unreturned Conversation Piece (Cork) Limited trading as Conversation Piece Equipment or any removal or attempted removal by the customer of any Conversation Piece (Cork) Limited trading as Conversation Piece Equipment;

6.10.10 charges for Early Termination;

6.10.11 charges in respect of Conversation Piece (Cork) Limited trading as Conversation Piece's reasonable expenses, including legal fees, incurred in enforcing its rights under this Agreement.

6.11 Conversation Piece shall be entitled to amend:

6.11.1 Usage Charges and/or Rental Charges/Monthly Fees on fifteen (15) days' notice.

6.11.2 Call Charges on five (5) days' notice.

6.11.3 Any other Charges/ Fees on fifteen (15) days' notice

Conversation Piece shall give the customer the above notice of such variations to charges except in the case of variations to reflect changing arrangements with any 3rd Party Operator, changing legal or regulatory requirements where Conversation Piece will give as much notice as is reasonably practicable.

6.12 The Customer agrees to comply with any obligation as to minimum usage and/or minimum payment as may be set out in the relevant Service Order, except to any extent that any non-compliance in this respect is the direct result of Conversation Piece's negligence or breach of this Agreement. The Customer also agrees to comply with any Contract Minimum Period. Any breach by the Customer of its obligations under this Clause 6.12 shall, in addition to constituting a material breach of this Agreement, entitle Conversation Piece to:

6.12.1 in the case of a minimum usage or payment commitment, increase to no more than the then prevailing Conversation Piece base rate, the Charges for the relevant Service with effect from the commencement of the period to which the breach relates; or

6.12.2 in the case of early termination of a Service (or part of a Service) any time from acceptance of a Service Order by Conversation Piece to the expiry of the Contract Minimum Period, levy an early termination charge upon the Customer (which the Customer hereby acknowledges to be reasonable and a genuine pre-estimate of Conversation Piece's loss) equal to: (i) 100% (one hundred percent) of the remaining Rental Charges or Monthly Fees payable by Customer for the unexpired portion of the Contract Minimum Period; and (ii) any termination charges or other costs or expenses incurred by Conversation Piece or a Conversation Piece Affiliate for the cancellation of the local access circuits or related services or equipment provided to Conversation Piece in connection with the Service; and (iii) payment of all monies accrued due at the date of termination and (iv) the return of all Conversation Piece (Cork) Limited trading as Conversation Piece Equipment.

6.13 Conversation Piece reserves the right to carry out a credit check against the Customer prior to the acceptance by Conversation Piece of any Service Order and subsequent to the carrying out of such credit check may request from the Customer a cash deposit or bank guarantee in a form to be approved by Conversation Piece and issued by a bank acceptable to it or such other form of security as Conversation Piece may at its sole discretion request, provided that the total amount of any cash deposit or bank guarantee shall not exceed the total Charges which Conversation Piece might reasonably expect the Customer to incur during any twelve (12) month period.

6.14 If the unpaid Charges incurred by the Customer (including Charges which have accrued but have not yet been invoiced) shall at any time exceed the amount of any initial deposit or bank guarantee provided by the Customer to Conversation Piece in accordance with this Clause, Conversation Piece may request an additional amount by way of cash deposit or bank guarantee, acceptable to Conversation Piece, or such other form of security as Conversation Piece at its sole discretion may request, provided that the total amount of any cash deposit or bank guarantee shall not exceed the total Charges which Conversation Piece might reasonably expect the Customer to incur during any twelve (12) month period.

6.15 The Customer acknowledges that any failure by it to comply with any request made by Conversation Piece under Clauses 6.13, 6.14 or 6.16 shall constitute a material breach of this Agreement which is not capable of remedy.

6.16 If the Customer fails to make payment in accordance with Clause 6 of invoices delivered to it under either Clauses 6.7, 6.8 or 6.9, Conversation Piece shall be entitled in addition to any remedy which it might have under this Agreement or otherwise at law :

6.16.1 where applicable in respect of any Service forthwith to increase the Charges to the prevailing Conversation Piece standard rate for such Service;

6.16.2 to set off any sums owing to it against any cash deposit or bank guarantee provided to Conversation Piece in accordance with this Clause 6;

6.16.3 to terminate this Agreement in accordance with Clause 15.

6.17.1 If Conversation Piece is entitled to suspend a Service under Clause 15 then, without prejudice to Conversation Piece rights under Clause 15, Conversation Piece may request from the Customer a cash deposit or bank guarantee in an amount not exceeding the total Charges which Conversation Piece might reasonably expect the Customer to incur during any twelve (12) month period or such other form of security as Conversation Piece may request at its sole discretion. Conversation Piece may hold any security until the Customer has paid all sums due to Conversation Piece under this Agreement and any Service Schedule.

6.18 All responsibility for fraud management and associated debt resides with the Customer.

6.19 Conversation Piece invoice payment;

- (a) Any invoice for Charges shall be due on issue of the invoice and shall be paid in full by the Customer within fifteen (15) days of the date of the invoice;
- (b) All payments are to be made by Direct Debit only; and
- (c) Save for sums validly disputed under Clause 6.20, the Customer shall not be entitled to withhold payment of any amount due to Conversation Piece without the prior written agreement of Conversation Piece.

6.20 Conversation Piece shall be entitled but not obliged at any time to deduct or set off any sum which;

- (a) Is owed by the Customer under this or any other agreement;
- (b) Conversation Piece is required to pay by any regulatory authority as a result of any action taken or omitted by the Customer or any of its End Users;
- (c) In relation to any Service, is repaid by Conversation Piece following notice of a claim by any network operator (save where such claim arises as a direct result of the action or omission of action by Conversation Piece or its employees); or
- (d) Conversation Piece has reasonable grounds to suspect relates to any Service that has been or is being used (whether by the Customer or any third party) for any illegal or fraudulent activity, or otherwise than in accordance with the terms of this Agreement or the applicable Service Schedule, from any sum payable by Conversation Piece (or its Associate) to the Customer, or from any security held by Conversation Piece pursuant to Clause 6.14.
- (e) Any exercise by Conversation Piece of its rights under this Clause shall be without prejudice to any other rights or remedies available to Conversation Piece under this Agreement or otherwise.

6.21 On notice, Conversation Piece may impose a Credit Limit on the Customer's account. If the Customer exceeds such Credit Limit;

- (i) Conversation Piece may demand immediate payment of the Charges; and
- (ii) the Customer will remain responsible for all Charges incurred including those exceeding the Credit Limit.

6.22 Subject to Clause 6.14, following termination of this Agreement and all applicable Service Schedules, Conversation Piece will refund any deposit it is still holding on notice of repayment details from the Customer, or as otherwise agreed between the Parties. No interest is payable on any deposit held by Conversation Piece.

7. LATE PAYMENTS

- 7.1 Accounts are in default if payment is not received by the Due Date.
- 7.2 Where an Account is in default for 30 days or more, the following shall apply:
- 7.2.1 the Services may be interrupted; and/or
- 7.2.2 Without prejudice to its rights under this Agreement, Conversation Piece (Cork) Limited trading as Conversation Piece may serve the Customer with a notice of its intention to disconnect the Customer from the Services after not less than 30 days from the date of such notice (a "**Disconnection Notice**").
- 7.3 The Customer acknowledges that such interruption of the Services or Disconnection Notice in no way relieves the Customer from the obligation to pay invoices issued by Conversation Piece (Cork) Limited trading as Conversation Piece.
- 7.4 In addition, where a Disconnection Notice is served on the Customer, the Customer must return the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment in accordance with Clause 11.

8. DISPUTED INVOICES

- 8.1 A request for a billing adjustment may be made by the Customer in good faith and in writing within thirty (30) days of the invoice date. The request must be accompanied by a detailed explanation of the nature of the dispute together with any supporting documentation. The request should also include the reasons for any Service Related Credits sought to which the Customer believes itself entitled (if applicable), and both parties will promptly address and attempt to resolve the claim.
- 8.2 Other than in a case of manifest error by Conversation Piece (Cork) Limited trading as Conversation Piece, all charges shall be calculated by reference to the data recorded or logged by Conversation Piece (Cork) Limited trading as Conversation Piece and Conversation Piece (Cork) Limited trading as Conversation Piece's determination in respect thereof is, subject to the provisions hereunder, final.
- 8.3 If the parties are unable to resolve the dispute amicably, the procedures provided for in Clause 9 shall be invoked. Any such request for adjustment shall not be cause for delay in the payment of the undisputed balance due.

9. DISPUTE RESOLUTION AND MEDIATION

- 9.1 If a dispute arises between the parties relating to this Agreement, the parties will use all reasonable endeavours to reach agreement and shall follow the procedure set out in this Clause to resolve the dispute or disagreement.
- 9.2 The Customer and Conversation Piece (Cork) Limited trading as Conversation Piece shall each select a representative within seven days of the dispute being raised, such representatives being from senior positions within their respective organisations. The representatives so chosen shall discuss the dispute and endeavour to resolve it.
- 9.3 If the parties cannot reach agreement in relation to any dispute under this Agreement, the parties may, if they both so agree, refer the complaint to mediation with the assistance of a mediator or neutral advisor (the "**Mediator**").
- 9.4 The parties shall endeavour to agree on the identity of the Mediator who shall have suitable experience in the field of telecommunications or such other relevant experience as the parties may agree.
- 9.5 If they are unable to reach agreement on the identity of the Mediator or if the Mediator agreed upon is unable or unwilling to act, either party may within 10 Business Days of the proposal to

appoint a Mediator or within 10 Business Days of receipt of notification that the agreed Mediator is unable or unwilling to act (as the case may be), apply to Mediation Forum Ireland (“MFI”), c/o Bea House, Milltown Park, Dublin 6 to appoint a Mediator, whose appointment shall be binding on both parties.

- 9.6 The parties shall within 10 Business Days of the appointment of the Mediator meet with the Mediator in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate the parties may at any stage seek assistance from MFI to provide guidance on a suitable procedure.
- 9.7 All negotiations connected with regard to the dispute or disagreement shall be conducted in confidence and, unless concluded with a written legally binding agreement, without prejudice to the rights of the parties in any future proceedings.
- 9.8 If the parties accept the Mediator’s recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be reduced to writing and, once it is signed by the authorised individuals of each party, shall be binding on the parties.
- 9.9 If the parties fail to reach agreement in the structured negotiations within 120 days of the Mediator being appointed then any dispute or disagreement may be referred to the courts.
- 9.10 The parties reserve all of their respective rights in the event that no agreed resolution is reached in the expert mediation procedure and neither party shall be deemed to be precluded from taking such interim formal steps as may be considered necessary to protect such party’s position while the expert mediation procedure is pending or continuing.

10. USE OF THE SERVICES – GENERAL

- 10.1 The Customer agrees that it will not use the Services:

10.1.1 for any improper or unlawful purpose, nor cause nuisance by the use of the Services, nor allow others to use the Services for any of the foregoing purposes;

10.1.2 to gain unauthorised access to the Services of any other customer of Conversation Piece (Cork) Limited trading as Conversation Piece;

10.1.3 for the transmission of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene or menacing nature;

10.1.4 to create, host or transmit material, which infringes the intellectual property rights including, but not limited to, the copyright of another person, other legal entity or body corporate;

10.1.5 to infringe the proprietary rights in any software of any third party; or

10.1.6 for purposes prohibited by the Data Protection Act, 1988 as amended.

- 10.2 The Customer agrees that it shall:

10.2.1 ensure that all persons having access to the Services and/or the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment comply with the terms and conditions of this Agreement and that use of the Services and/or Conversation Piece (Cork) Limited trading as Conversation Piece Equipment complies at all times with the law and does not infringe the right of any third party, particularly as regards copying/recording of any of the services or programmes contained in the Services;

10.2.2 comply with all reasonable instructions given by Conversation Piece (Cork) Limited trading as Conversation Piece in relation to use of the Services and the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment;

10.2.3 inform Conversation Piece (Cork) Limited trading as Conversation Piece in writing of any change of name, address and/or telephone number of the contracting legal entity/customer (excluding number changes introduced by ComReg);

10.2.4 not tamper with, or alter in any way, any Conversation Piece (Cork) Limited trading as Conversation Piece Equipment (such actions being, in addition, unlawful);

10.2.5 not install, use, possess, manufacture, assemble, import, lend supply or offer to supply, any equipment which is designed or adapted to be used to receive or intercept or assist in receiving or intercepting, any Service offered by Conversation Piece (Cork) Limited trading as Conversation Piece.

10.2.6 take all reasonable steps to prevent the misuse of the Network including sending, storing, uploading, downloading, reproducing or knowingly receiving using or re-using any offensive, obscene, menacing, abusive, defamatory or illegal material or in a manner which is either fraudulent or infringes the rights of any person

- 10.3 Any request by the Customer that Conversation Piece carries out work outside of Office Hours may be refused by Conversation Piece, but if accepted such work will be charged to the Customer at Conversation Piece then prevailing rates for the applicable Service together with any other applicable third party charges.
- 10.4 The Customer acknowledges that from time to time it may be necessary for Conversation Piece to contact End Users directly to carry out its obligations under this Agreement and any applicable Service Schedule. Subject to Conversation Piece complying with its obligations under applicable Data Protection legislation the Customer agrees to give to Conversation Piece all reasonable assistance for this purpose including providing End User contact information to Conversation Piece and obtaining End User consent for Conversation Piece to contact the End User directly.
- 10.5 The Customer acknowledges that Conversation Piece exercises no control whatsoever over the content of information stored on/in or passing through Customers Equipment and facility used by Conversation Piece to provide the Services, and that it is the Customer's sole responsibility to ensure that the information it transmits and receives complies with all applicable laws and regulations.

11. CONVERSATION PIECE (CORK) LIMITED TRADING AS CONVERSATION PIECE EQUIPMENT

11.1 The Customer agrees that it shall:

11.1.1 ensure that any Conversation Piece (Cork) Limited trading as Conversation Piece Equipment is maintained and kept in good working order, is used only for its intended purpose, and is not lost, stolen, removed or tampered with in any way;

11.1.2 not interfere with any Conversation Piece (Cork) Limited trading as Conversation Piece Equipment without the express consent of Conversation Piece (Cork) Limited trading as Conversation Piece;

11.1.3 take all reasonable steps to ensure that Conversation Piece (Cork) Limited trading as Conversation Piece Equipment has at all times a proper supply of electricity maintained for its use;

11.1.4 only ever connect Conversation Piece (Cork) Limited trading as Conversation Piece Equipment into an appropriate Conversation Piece (Cork) Limited trading as Conversation Piece service port (where applicable) and under no circumstances connect any other electronic equipment into these service ports;

11.1.5 locate all Conversation Piece (Cork) Limited trading as Conversation Piece Equipment in an appropriate rack in a well-ventilated location away from direct sunlight; and

11.1.6 not provide the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment or Services to other premises.

11.2 The Customer acknowledges that all Conversation Piece (Cork) Limited trading as

Conversation Piece Equipment remains and shall remain at all times the property of Conversation Piece (Cork) Limited trading as Conversation Piece and the Customer has no rights in the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment other than those given to the Customer by Conversation Piece (Cork) Limited trading as Conversation Piece to use the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment during the Term.

- 11.3 Where software is provided to enable the Customer to use the Services, Conversation Piece (Cork) Limited trading as Conversation Piece grants the Customer a non-exclusive, non-transferable licence solely for the term of this Agreement to use the software for that purpose and the Customer undertakes to comply with and be bound by all conditions of the licence under which the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment is supplied.
- 11.4 Where this Agreement is terminated, the Customer is obliged to notify Conversation Piece (Cork) Limited trading as Conversation Piece of any Conversation Piece (Cork) Limited trading as Conversation Piece Equipment in the Customer's possession. The Customer shall not remove the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment. Instead, Conversation Piece (Cork) Limited trading as Conversation Piece shall, at its earliest reasonable opportunity, collect the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment. For the avoidance of doubt, the Customer acknowledges that Conversation Piece (Cork) Limited trading as Conversation Piece may enter the Site to remove the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment and the Customer hereby grants a license to Conversation Piece (Cork) Limited trading as Conversation Piece to so enter and remove the Equipment. The Customer further agrees to provide Conversation Piece (Cork) Limited trading as Conversation Piece with all reasonable access and assistance it may require in order to collect and remove the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment.
- 11.5 Conversation Piece (Cork) Limited trading as Conversation Piece will not be responsible for the repair of any Conversation Piece (Cork) Limited trading as Conversation Piece Equipment damaged by the Customer in any way whether intentionally, accidentally, through acts of God or through normal wear and tear including by reason of the Customer not complying with the recommended environmental and operating conditions for the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment.
- 11.6 The Customer acknowledges that the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment, service procedures and the Services constitute valuable intellectual property and/or trade secrets of Conversation Piece (Cork) Limited trading as Conversation Piece and shall take all reasonable measures to protect the intellectual property rights of Conversation Piece (Cork) Limited trading as Conversation Piece and comply with all reasonable requests of Conversation Piece (Cork) Limited trading as Conversation Piece in connection therewith. The Customer will also not use (except where permitted by law) any trademarks, service marks, business names, logos, designs or domain names belonging to Conversation Piece (Cork) Limited trading as Conversation Piece without the prior written consent of Conversation Piece (Cork) Limited trading as Conversation Piece. In addition, the Customer will execute any reasonable agreement protecting the intellectual property rights of third parties and Conversation Piece (Cork) Limited trading as Conversation Piece in respect of any such intellectual property supplied to the Customer under this Agreement.

12. WARRANTIES

- 12.1 Each party represents and warrants to the other party that the execution and delivery of this Agreement and the performance of such party's obligations under this Agreement have been duly authorised, and that the Agreement is a valid and binding agreement, enforceable in accordance with its terms.
- 12.2 Except as expressly set forth in this Agreement, no party makes any other representations or warranties of any kind, express or implied, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement or any other implied warranties arising out

of usage of trade, course of dealing or course of performance.

- 12.3 Conversation Piece (Cork) Limited trading as Conversation Piece warrants that it will perform the Services with reasonable care and diligence and in accordance with generally accepted industry standards.
- 12.4 Conversation Piece (Cork) Limited trading as Conversation Piece does not warrant that the Services will meet the Customer's requirements or that the operation of the Services will be uninterrupted or error-free or that any defect in the Services can or will be remedied. In particular Conversation Piece (Cork) Limited trading as Conversation Piece makes no warranties or representations to the extent that the operation of the Services is dependent on any Access Provider and Conversation Piece (Cork) Limited trading as Conversation Piece shall have no liability in respect of defects, interruptions or malfunctions in the Services, which are attributable to any Access Provider.
- 12.5 The Customer acknowledges that Conversation Piece (Cork) Limited trading as Conversation Piece does not and cannot warrant or guarantee:
- 12.5.1 the accuracy, completeness, performance, quality, suitability or usefulness of any Content;
- 12.5.2 that the Content will be free of infection by viruses, worms or anything else manifesting contaminating or destructive properties; or
- 12.5.3 that the Content will not contain adult-oriented material or material which some individuals may deem objectionable.

13. EXCLUSIONS OF LIABILITY AND INDEMNITIES

- 13.1 The Services are provided on an "as is" basis and all conditions and warranties express or implied whether by statute or common law or otherwise are hereby excluded to the fullest extent permitted by law.
- 13.2 To the extent permitted by statute, Conversation Piece (Cork) Limited trading as Conversation Piece shall not be liable under this Agreement in tort (including negligence) or otherwise arising out of or in connection with this Agreement for:
- 13.2.1 any economic losses (including loss of revenues, profits, contracts, business or anticipated savings); or
- 13.2.2 any loss of goodwill or reputation; or
- 13.2.3 any special, indirect or consequential losses;
in any case, whether or not such losses were within the contemplation of either party at the Contract Commencement Date, or were suffered or incurred by the Customer arising out of or in connection with the provisions of this Agreement or any matter arising under this Agreement.
- 13.3 While Conversation Piece (Cork) Limited trading as Conversation Piece shall make all reasonable endeavours to provide uninterrupted Services, from time to time faults may occur and Conversation Piece (Cork) Limited trading as Conversation Piece does not accept any liability for any direct or indirect loss, damage or claims which may arise as a result of such an interruption (including, for the avoidance of doubt, where this is attributable to the acts or omissions of any Access Provider which are outside the control of Conversation Piece (Cork) Limited trading as Conversation Piece).
- 13.4 In so far as permitted by law, Conversation Piece (Cork) Limited trading as Conversation Piece shall only be expected to exercise reasonable skill and care in the performance of its obligations under this Agreement.
- 13.5 In so far as permitted by law, the Customer shall indemnify and hold Conversation Piece

(Cork) Limited trading as Conversation Piece harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the Customer's negligent or improper use of the Services or the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment. This indemnity shall not apply to any liabilities, claims, losses or damages arising as a direct result of the negligence of Conversation Piece (Cork) Limited trading as Conversation Piece.

- 13.6 Neither party's liability for death or injury resulting from its own negligence or that of its employees, agents or sub-contractors shall be limited.
- 13.7 Subject to Clause 13.6 above, the liability of either party arising out of or in connection with the performance of its obligations under this Agreement shall be limited to €50,000 (fifty thousand euros) in respect of all incidents arising in any twelve-month period.
- 13.8 Conversation Piece (Cork) Limited trading as Conversation Piece shall make all reasonable efforts to prevent unauthorised access to the Services by third parties but shall have no liability to the Customer for any loss or damage arising as a result of any third party unauthorised access to the Services or

Conversation Piece (Cork) Limited trading as Conversation Piece Equipment, or for any loss or damage to the Customer's own proprietary equipment, hardware, networks or any data stored thereon, and the Customer acknowledges that Conversation Piece (Cork) Limited trading as Conversation Piece has no liability for any services, information, goods, software or like materials accessed by the Customer whilst using the Services.

- 13.9 The Customer is responsible for taking adequate precautions against damage to the operation of the Services and to Conversation Piece (Cork) Limited trading as Conversation Piece Equipment, which could be caused by defects, interruptions or malfunctions in the Services or Conversation Piece (Cork) Limited trading as Conversation Piece Equipment.
- 13.10 All network operators and their respective customers may at some stage be subject to fraudulent use of their network i.e. unknown third parties passing traffic over the network without authorisation or payment. Conversation Piece is not responsible for any artificial inflation of traffic on a customer account, howsoever caused. Information as to how to protect against fraudulent use of customer premise equipment should be sought from the equipment provider. Where suspected artificial inflation of traffic activity is identified, Conversation Piece will endeavour to notify the customer using the most expedient means available. Conversation Piece offer no guarantee or contractual obligation in relation to fraud, artificial inflation of traffic or prevention.
- 13.11 Nothing in this Agreement or any Service Schedule shall constitute or be deemed to imply an additional obligation on Conversation Piece to monitor the usage or pattern of usage of the Services by the Customer or End Users.
- 13.12 Any charges arising due to the artificial inflation of traffic remain the responsibility of the customer and shall be paid in full.

14. SUSPENSION

Where in the reasonable opinion of Conversation Piece (Cork) Limited trading as Conversation Piece the Customer is in material breach of the Agreement then Conversation Piece (Cork) Limited trading as Conversation Piece shall have the right to suspend all or any portion of the Services after giving the Customer fifteen (15) days prior written notice until such time as the breach has been remedied to Conversation Piece (Cork) Limited trading as Conversation Piece's satisfaction.

15 COMMENCEMENT, TERM AND TERMINATION

- 15.1 This Agreement shall begin on the Contract Commencement Date and shall continue for the

Contract Minimum Period. This shall be deemed the fixed period of the Agreement. Thereafter this Agreement will automatically renew on a yearly basis, unless the Customer gives written notice to Conversation Piece (Cork) Limited trading as Conversation Piece, not less than ninety (90) days prior to the renewal date, of its intention to terminate this Agreement.

15.2 If this Agreement is terminated by either Conversation Piece (Cork) Limited trading as Conversation Piece or the Customer for any reason then the Customer shall discharge all of the following in full to Conversation Piece (Cork) Limited trading as Conversation Piece within five (5) working days of the termination notice being received -

(i) 100% (one hundred percent) of the remaining Rental Charges or Monthly Fees payable by the Customer for the unexpired portion of the Contract Minimum Period ("Early Termination"); and

(ii) 100% (one hundred percent) of the remaining Rental Charges or Monthly Fees payable by the Customer to the next annual renewal date, where termination is in any period after the expiry of the Contract Minimum Period;

and

(iii) any termination charges or other costs or expenses incurred by Conversation Piece or a Conversation Piece Affiliate for the cancellation of the local access circuits or related services or equipment provided to Conversation Piece in connection with the Service;

and

(iv) payment of all monies accrued due at the date of termination;

and

(v) the return of all Conversation Piece (Cork) Limited trading as Conversation Piece Equipment.

15.3

15.3.1 Conversation Piece (Cork) Limited trading as Conversation Piece may terminate this Agreement at any time if the customer defaults in due performance or observance of any material obligation under this Agreement and (in the case of a remediable breach) fails to remedy the breach within fifteen (15) days of receipt of written notice from Conversation Piece (Cork) Limited trading as Conversation Piece. requiring it to do so; and

15.4 Conversation Piece (Cork) Limited trading as Conversation Piece may terminate this Agreement immediately if the Customer:

15.4.1 is in breach of Clause 16;

15.4.2 becomes Insolvent or admits in writing its inability to pay debts as they mature, or makes an assignment for the benefit of creditors; or

15.4.3 is suspected of involvement with fraud or acts of a defamatory, offensive, abusive, obscene, menacing, unsuitable or unlawful character in connection with use of the Services.

15.5 Conversation Piece (Cork) Limited trading as Conversation Piece may terminate this Agreement immediately if:

15.5.1 the Customer fails to make any payment when it is due under this Agreement; or

15.5.2 any information supplied by the Customer to Conversation Piece (Cork) Limited trading as Conversation Piece is false or misleading; or

15.5.3 it is necessary to do so to comply with an order, instruction or request of the Government, ComReg, an emergency service organisation or other competent authority (alternatively, in such case, Conversation Piece (Cork) Limited trading as Conversation Piece may suspend the Agreement rather than terminate it, where appropriate);

15.6 Upon termination of this Agreement for any reason, the Customer shall remain liable for those obligations that accrued prior to the date of such termination.

15.7 Clauses 1, 6, 7, 11.4, 13, 14, 15, 16, 17 and 25 shall survive the expiration or termination of

this Agreement.

16. CONFIDENTIALITY

- 16.1 For purposes of this Agreement, “**Confidential Information**” means, with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the present or potential business, operation or financial condition of the disclosing party (including, but not limited to, information identified as being proprietary and/or confidential, pricing, marketing plans, customer and supplier lists, service data, and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the receiving party in violation of this Agreement), (ii) is lawfully acquired by the receiving party from an independent source having no obligation to maintain the confidentiality of such information, as can be demonstrated by written documentation, (iii) the receiving party can demonstrate was known to the receiving party prior to its disclosure under this Agreement, (iv) the receiving party can demonstrate was independently developed by the receiving party, or (v) required to be disclosed by governmental or judicial order, in which case the party so required shall give the other party prompt written notice and use best efforts to ensure that such disclosure is accorded confidential treatment.
- 16.2 Either party may disclose or make available to the other Confidential Information in connection with the activities contemplated hereunder. Each party agrees that during the Term and thereafter (a) it shall provide at a minimum the same care to avoid disclosure of unauthorised use of Confidential Information as is provided to its own similar information, but in no event less than a reasonable standard of care; (b) it will use Confidential Information belonging to the other solely for the purposes of this Agreement and (c) it will not disclose Confidential Information belonging to the other to any third party (other than its employees and/or consultants reasonably requiring such Confidential Information for purposes of this Agreement who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without the express prior written consent of the disclosing party. Each receiving party will promptly return to the disclosing party upon request any Confidential Information of the disclosing party.
- 16.3 Except as may be expressly agreed in writing between the parties, all trade and service marks, inventions, patents, copyrights, registered designs, design rights and all other proprietary or intellectual property rights shall, be and remain in the ownership of the relevant party. Nothing herein shall confer or be deemed to confer on either party expressly, implied or otherwise, any rights or licenses in the intellectual property of the other.

17. FORCE MAJEURE

Neither Party will be liable to the other for any delay in performing or failure to perform any of its obligations under this Agreement or any applicable Service Schedule (other than the obligation to pay the Charges) which occurs as a result of circumstances beyond a Party's reasonable control (“Force Majeure Event”). For the avoidance of doubt, circumstances beyond a Party's reasonable control include acts of God, theft, war or riot, civil disobedience, national emergency, strikes and other labour disputes (other than the Party affected by the Force Majeure Event unless such Party has used its reasonable efforts to resolve the same), fire, flood, act of terrorism, power failures, non-availability of any third party communication services, or the internet or breakdown of any equipment not supplied by Conversation Piece , acts of government or other competent authority.

18. ASSIGNMENT

The customer permits Conversation Piece (Cork) Limited trading as Conversation Piece. to assign this Agreement in whole or in part to any company and/or party without the prior written consent of the Customer.

19. NO WAIVER

- 19.1 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any such right or any other right on any later occasion.
- 19.2 Any deficiency in the Customer's authority to avail of the Services or to use the Conversation Piece (Cork) Limited trading as Conversation Piece Equipment shall not preclude reliance by Conversation Piece (Cork) Limited trading as Conversation Piece on any of its rights under this Agreement.

20. NOTICES

- 20.1 Any notice or other communication required or permitted to be given under this Agreement shall be properly given by either Conversation Piece (Cork) Limited trading as Conversation Piece or the Customer if it is sent in legible form by (1) confirmed fax; (2) registered post; (3) courier; or (4) personal delivery to, in the case of notice from the Customer, Conversation Piece (Cork) Limited trading as Conversation Piece at 14 St.Nicholas Square, Ballymachthomas, Cork City or, in the case of notice from Conversation Piece (Cork) Limited trading as Conversation Piece, the Customer at the Customer's last known address.
- 20.2 Without prejudice to Clause 20.1, any notice or other communication required or permitted to be given under this Agreement shall be properly given by Conversation Piece (Cork) Limited trading as Conversation Piece if sent to the Customer's last known multi-media correspondence address or if it is placed on the Conversation Piece (Cork) Limited trading as Conversation Piece Website.
- 20.3 Any notice shall be deemed to have been received in the case of:
- 20.3.1 registered post, two Business Days from the date of posting, evidenced by the relevant proof of posting; or
- 20.3.2 personal delivery, at the time of such delivery, evidenced by signature for and on behalf of the addressee; or
- 20.3.3 a notice given by Conversation Piece (Cork) Limited trading as Conversation Piece under Clause 20.2, immediately when given.

21. USE OF INFORMATION

Under the Data Protection Acts, 1988 - 2003, the EC (Data Protection and Privacy in Telecommunications) Regulations, 2002, and all applicable law, any information obtained by Conversation Piece (Cork) Limited trading as Conversation Piece through an application for or the use of the Services may be accessed and used by any member of the Conversation Piece (Cork) Limited trading as Conversation Piece Group for the specific and sole purposes of verifying credit references, accurate billing and ensuring the efficient operation of the Services, including disclosure to any Access Provider in connection with the operation, suspension and/or termination of the Services. The Customer shall be deemed to have given consent for the use of this information for such purposes.

22. MISCELLANEOUS

- 22.1 This Agreement shall constitute the whole and entire Agreement between the parties in relation to the Services and shall supersede any previous agreement(s) that may have been executed by the Customer for the provision of the Services at any time.
- 22.2 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 22.3 If any provision of this Agreement is held to be invalid, illegal or unenforceable or void in whole or in part for any reason, such provision shall be deemed severed and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree that they will negotiate in good faith or will permit a court or arbitrator to replace any provision hereof so held invalid, illegal or unenforceable with a valid provision that is as similar as possible in substance to the invalid, illegal or unenforceable provision.
- 22.4 If any term of any other document forming part of this Agreement is inconsistent with these Terms and Conditions, these Terms and Conditions shall prevail.

23. SUPPORT

Any customer care or telephone support provided by Conversation Piece (Cork) Limited trading as Conversation Piece is limited to support for the Services being provided.

24. PASSWORDS

- 24.1 Where the Customer is issued with any password to allow access to any Service or any associated systems or facilities, the Customer must take all reasonable steps to ensure each such password is kept private and confidential and ensure that it does not fall into the possession of any unauthorised person.

If the Customer becomes aware or has reasonable grounds to suspect that any password has fallen into the possession or has been used by any unauthorised person, the Customer must immediately inform Conversation Piece. Conversation Piece may change any password from time to time at Conversation Piece's discretion and Conversation Piece will inform the Customer of such change as soon as reasonably practicable.

- 24.2 Where passwords are issued to named individuals, such passwords are solely to be used by such named individuals and the provisions of Clause 24.1 of this Agreement shall apply equally to this clause.

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1 This Agreement and any Service Schedules do not assign, nor constitute an agreement to assign, any intellectual property rights of either Party existing as at the date of this Agreement or with reference to any Service Schedule, the Contract Commencement Date of such Service Schedule.
- 25.2 The Customer acknowledges that the Conversation Piece IPR belongs to and vests in Conversation Piece (and its licensors) and that this Agreement and each Service Schedule does not operate to grant to the Customer any right, title or interest in the Conversation Piece IPR or other third party intellectual property right.
- 25.3 The Customer shall not use Conversation Piece IPR except as expressly permitted in writing by Conversation Piece and then only to the extent necessary and for the sole purpose of fulfilling its obligations under this Agreement and any Service Schedules.
- 25.4 The Customer shall not do anything which may impair Conversation Piece's rights, title and interest in and to the Conversation Piece IPR or which might prejudice their distinctiveness or validity, or the goodwill in relation thereto accruing to Conversation Piece.

26 SECURITY AND BACKUP SERVICES

- 26.1 The Customer is responsible for the security of its use of the Services including protecting all passwords, backing-up all data, employing appropriate security measures and devices, including virus checking software, and having suitable disaster recovery processes in place.

26.2 Where the Customer is or becomes aware of any matters which the Customer knows or ought reasonably be expected to know constitute a threat to the security of the Services the Customer will immediately advise Conversation Piece of such matters.

27. MONITORING

Nothing in this Agreement or any Service Schedule shall constitute or be deemed to imply an additional obligation on Conversation Piece to monitor the usage or pattern of usage of the Services by the Customer or End Users.

28. INSURANCE

The Customer has in place and will maintain at all times throughout the term of this Agreement, adequate insurance cover against all risks normally insured against by companies carrying on the same or a similar business, for the full replacement or reinstatement value of its business and assets, and in particular product liability, professional indemnity insurance, employee liability and all other insurance required by statute.

29. COMPLAINTS AND HELPDESK

Any specific complaints on the provision of the Services or otherwise, should be raised with Conversation Piece (Cork) Limited trading as Conversation Piece by (1) letter addressed to Conversation Piece (Cork) Limited trading as Conversation Piece, 14 St.Nicholas Square , Ballymachthomas, Cork City or (2) by telephone call to the Conversation Piece Service Desk on 1800 300 677 or 1800 300 678.

30. MODIFICATION OF AGREEMENT

No modification or amendment of any provision of this Agreement shall be binding upon Conversation Piece (Cork) Limited trading as Conversation Piece unless the same shall be evidenced in writing duly executed by or on behalf of each of the parties. Conversation Piece (Cork) Limited trading as Conversation Piece may modify or amend any provision of this Agreement (including, for the avoidance of doubt, the Charges) upon providing at least fifteen (15) days' notice to the Customer.

31. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.