

These Netcentrix Standard Terms and Conditions apply to all Services to Customers. If a Service is subject to additional Service Specific Terms and Conditions, these will be contained as a Schedule to this Agreement.

## 1. DEFINITIONS

1.1. In the Agreement, unless the context otherwise requires:

**Act** means the Communications Act 2003;

**Agreement** means in relation to a particular Service these Standard Terms and Conditions, any relevant Service Specific Terms and the relevant Order Form;

**Applicable Anti-Bribery Law** means any bribery or fraud or other similar corruption law of any relevant country, including the Bribery Act and the US Foreign Corrupt Practices Act 1977 and laws enacted in accordance with the Organisation for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

**Associated Person** means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors;

**Bribery Act** means the UK Bribery Act 2010 (as amended from time to time);

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

**Call Charges** means the fees identified as such in the Order Form;

**Charges** mean all charges due to the Service Provider by You as set out on the Order Form or otherwise due to the Service Provider in accordance with the Agreement;

**Confidential Information** means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 25;

**Customer Equipment** means any Equipment, and any software embodied therein (including without limitation Purchased Equipment, cabling, wiring, personal computers, network interface cards and network interface adapters) not forming part of (but which may be connected to) the Equipment and used by You in conjunction with any Equipment in order to obtain or use the Service;

**Customer Services** means the Service Provider customer services, contact details of which are set out in the Customer Service Plan (CSP);

**Data Controller, Data Processor, Data Subject, Process/Processing, Personal Data and Personal Data Breach** will have the same meaning as given to them in the Data Protection Laws;

**Data Protection Laws** means Regulation (EU) 2016/679 ("GDPR") (to the extent applicable) and UK GDPR, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

**DDoS Attack** means a Distributed Denial of Service attack which is a form of electronic attack involving multiple computers, which send repeated HTTP requests or pings to a server to load it down and render it inaccessible for a period of time;

**Equipment** means any equipment that the Service Provider from time to time supplies to You (whether or not any Charges are made for such supply) in connection with the provision of the Service;

**Group** means the corporate group comprising the Service Provider and each of its holding companies or subsidiaries from time to time and any

subsidiary of any such holding company. The terms "subsidiary" and "holding company" having the meanings ascribed to them by section 1159, 1161 and 1162 of the Companies Act 2006, as amended;

**IPRs** means any intellectual property rights of any nature including without limit any and all inventions, patents, utility models, design rights, copyright, database rights, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill (whether registered or unregistered) and all applications for the same, anywhere in the world;

**Law** means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a Party is from time to time subject;

**License Fee** means the fees identified as such in the order form;

**Minimum Period** means sixty months from the Service Commencement Date; or where installation of the Service is phased, means sixty months from the Service Commencement Date of the last installed element of the Service; or in the case of an existing Service being renewed (as identified on the Order Form), means sixty months from the date that Order Form is signed by You; or in the case of an existing Service being upgraded (as identified on the Order Form), means sixty months from the date the upgraded Service is available for use by You; or such period (calculated from the relevant Service Commencement Date as above) as stated on the Order Form or relevant Service Specific Terms;

**Normal Working Hours** means 09:00 – 17:30 Monday to Friday excluding public holidays in the United Kingdom;

**Order Form** means the Customer Order Form, which may be in a form provided by the Service Provider or any additional order information agreed by the Parties in writing (including e-mail), accepted by the Service Provider to order the Service subject to the Agreement;

**Party** means each of the Service Provider and You;

**Password** means a password, code, PIN number or other security device issued to You by the Service Provider;

**Personnel** means all employees, staff, officers, individual contractors, other workers, agents and consultants, of the Service Provider, its Group and/or any sub-contractor who are engaged in the provision of the Services, from time to time;

**Purchased Equipment** means any equipment explicitly sold to You by the Service Provider in connection with the provision of the Service;

**Regulatory Bodies** means in each applicable jurisdiction, those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of the Service Provider and "Regulatory Body" will be construed accordingly;

**Renewal Term** means a period equal to that of the Minimum Period or as set out in the Order Form;

**Service(s)** means the service(s) defined in the relevant Order Form and additionally set out in any Service Specific Terms;

**Service Commencement Date** means the date the relevant Service is available for use by You or, if earlier, the date You start to use the Service (or part of the Service) or in the case of connectivity means the date that the circuit is installed by the carrier;

**Service Provider** means Netcentrix Limited (company number 03076196);

**Service Provider Website** means www.netcentrix.com or such other address as is notified to You from time to time. For the purposes of the Agreement any website or webpage referred to or accessed via a link from the Service Provider Website shall be deemed incorporated into the Service Provider Website;

**Service Specific Terms** means any additional Terms and Conditions relating to a particular Service;

**Services Charges** means the fees identified as such in the Order Form;

**Set-up Charges** means the fees identified as such in the Order Form;

**Signed** means the Agreement being physically signed by both Parties, electronically signed by both Parties, the point at which the Service Provider explicitly accepts an order in writing (including by e-mail), or the point at which the Service Provider begins to fulfill any such Order (whichever is the earlier).

**Site** means the site at which any Equipment and/or Purchased Equipment shall be located or to which the Service shall be provided;

**Software** means any software supplied to You by the Service Provider in connection with or to enable You to use the Service;

**Survey** means any survey or other investigations carried out by or on behalf of the Service Provider that it deems necessary prior to the installation of Equipment, Purchased Equipment and/or the provision of the Service;

**Term** means the Minimum Period and any subsequent Renewal Term (if applicable);

**UK GDPR** means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018, and other data protection or privacy legislation in force from time to time in the United Kingdom;

**User Documentation** means such brochures, pamphlets, codes of practice and other documents, materials or information, if any, in relation to the Service and/or any Software as the Service Provider may publish from time to time;

**User License** means the license which grants the end user the right to use the software application in question and exists between the Service Provider or the Service Provider's manufacturer and the end user of the software application;

**You/Your** means the customer with whom the Service Provider makes the Agreement as set out in the Order Form, or where appropriate, any person representing You if it appears to the Service Provider that such person acts with Your authority or permission.

**Your Data** means the data inputted by You, or the Service Provider on Your behalf for the purpose of using the Services or facilitating Your use of the Services.

- 1.2. References in the Agreement:
- 1.2.1. to a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time;
- 1.2.2. to a “person” includes any company (as defined in Section 1 Companies Act 2006), firm, body corporate or corporation (as defined in Section 1173(1) Companies Act 2006) or person, partnership or organisation;
- 1.2.3. to a Party includes its respective successors and permitted assigns and their respective employees and agents; and
- 1.2.4. to any word in the singular include the plural and vice versa.
- 1.3. References in these Standard Terms and Conditions to Clauses are unless otherwise stated to Clauses in these Standard Terms and Conditions.
- 1.4. Headings are for convenience only and do not affect the interpretation of the Agreement.
- 1.5. Where in the Agreement You agree not to do any act or thing You also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing. Where in the Agreement You specifically acknowledge any provision or statement, You are deemed to agree to such provision or statement.
- 1.6. A reference to a third person or third party is a reference to a person who is not a Party.
- 1.7. The words ‘include’, ‘including’, ‘for example’ or ‘such as’ are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 1.8. In the event of any conflict, ambiguity or inconsistency between these Standard Terms and Conditions, the Order Form, the Service Specific Terms and any other document referred or attached, the following order of precedence shall apply:
- 1.8.1. Clause 8.12 of the Standard Terms and Conditions;
- 1.8.2. the Order Form;
- 1.8.3. the Service Specific Terms;
- 1.8.4. the Standard Terms and Conditions other than clause 8.1.2; and
- 1.8.5 any other document referred to or attached.

## 2. ORDERING SERVICES

- 2.1. To order Services and/or Equipment You must complete and submit the relevant Order Form.
- 2.2. A binding contract shall arise when the Service Provider accepts the relevant Order Form and the Order Form is then Signed by both Parties

## 3. EQUIPMENT, INSTALLATION, UPGRADES AND INSURANCE

Where under the Agreement the Service Provider is installing Equipment and/or Purchased Equipment:

- 3.1. Subject to a satisfactory Survey (and, where applicable, agreement of the Site Wayleave by the Site Owner), the Service Provider shall use its reasonable endeavours to install and connect the Equipment and/or Purchased Equipment so that the Service is available by any service date agreed between the Parties. An order may be cancelled by the Service Provider without liability if the results of any Survey are in the Service Provider’s reasonable opinion unsatisfactory or if it is not technically feasible to implement and/or support the Service by the agreed service date.
- 3.2. You must provide (at Your cost) appropriate space, power, ducting and environment to install and maintain the Equipment and/or Purchased Equipment at the Site. You must ensure that any necessary preparation is effected before the Equipment and/or Purchased Equipment is connected and in accordance with instructions of the Service Provider and the original equipment manufacturer (if any).
- 3.3. You shall advise the Service Provider of all health and safety at work rules operated at Your Site and shall be responsible for identifying and removing any hazardous materials on Your Site before installation work commences.
- 3.4. If You fail to take delivery or allow installation of the Equipment and/or Purchased Equipment on any agreed delivery or installation date the Service Provider may arrange for its transport and storage at Your risk and You shall be liable for the reasonable costs of such transport and storage. The Service Provider may also charge You a call out fee together with any costs incurred by the Service Provider in relation to such failure by You.
- 3.5. Unless otherwise agreed in writing You must provide a secure electricity supply at the Site for the installation, operation and maintenance of the Equipment and/or Purchased Equipment. Back-up power with sufficient capacity to conform to the stand-by requirements of the relevant British standards is needed if the Service, including the provision of access to emergency services, is required to continue uninterrupted in the event of a failure in the principal power supply. You must provide a suitable operating environment that complies with the manufacturer’s guidelines, including guidelines relating to air conditioning and humidity control.
- 3.6. The Service Provider shall use its reasonable endeavours to comply with Your reasonable requests in respect of the location, installation and connection of the Equipment and/or Purchased Equipment.
- 3.7. Unless explicitly sold to You the Equipment shall remain the exclusive property of the Service Provider or its nominee and shall be returned to the Service Provider immediately upon request in the same condition as it was initially provided excepting reasonable wear and tear. You agree to make such ownership of the Equipment clear to all third parties. The Service Provider may modify, substitute, renew or add to the Equipment from time to time at its sole discretion provided that such modifications, substitutions, renewals or additions shall not materially and adversely affect the Service. Risk in and liability for Equipment and Purchased Equipment shall pass to You on delivery of the Equipment and Purchased Equipment.
- 3.8. You are responsible for ensuring at all times the safe keeping and proper use of the Equipment at the Site. Subject to Clauses 14.1 and 14.3 and except where such loss or damage is solely attributable to the negligent act of the Service Provider, its employees, sub-contractors or agents, You must on demand indemnify and hold harmless the Service Provider from and against any and all losses, demands, claims, damages (including but not limited to lightning or electrical damage), costs, expenses and liabilities arising from Your breach of this Clause 3.8. In particular (but without prejudice to the generality of the foregoing and without limitation) You covenant:
- 3.8.1. not to (and to ensure that no other person shall) sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the Equipment or suffer any distress, seizure or execution to be levied against any of the Equipment or otherwise do anything prejudicial to the Service Provider’s rights in the Equipment;
- 3.8.2. to keep the Equipment at the Site and stationary at all times;
- 3.8.3. not to add to, modify, or in any way interfere with the Equipment, including without limitation the connection of any equipment or device designed to divert telecommunications service to a third party telecommunications provider;
- 3.8.4. notwithstanding the above, in the case of an emergency, to take whatever steps as are reasonably necessary to safeguard the Equipment and to notify the Service Provider as soon as possible of the circumstances of such emergency;
- 3.8.5. not to cause the Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of the Service Provider;
- 3.8.6. not to do anything or knowingly to allow any circumstance which is likely to damage the Equipment or detract from or impair its performance or operation;
- 3.8.7. not to remove, tamper with or obliterate any words or labels on the Equipment or any part thereof; and
- 3.8.8. to permit the Service Provider to inspect the Equipment at all reasonable times and on reasonable notice.
- 3.9. You must effect and maintain suitable insurance in respect of relevant risks for the Equipment at the Site.
- 3.10. Subject to Clause 14.1 and 14.3 the Service Provider shall have no liability whatsoever for any loss or damage incurred as a direct or indirect result of Your breach of Clause 3.7 and/or Clause 3.8.
- 3.11. You must immediately notify the Service Provider of any loss or damage to the Equipment or if the Software or functionality of the Service is compromised.
- 3.12. Following the installation of the Equipment, the Service Provider shall conduct tests to ensure that the Service is ready for use. All tests shall if You so request be carried out in the presence of Your duly authorised representative. In this instance, both Parties shall agree a reasonable time both representatives are available for such test.
- 3.13. Notwithstanding Clauses 3.8.1 and 3.8.2 You may by not less than 90 days’ written notice request the Service Provider to re-locate the Equipment and/or Purchased Equipment. The Service Provider shall use all reasonable endeavours to comply with such request. You must pay reasonable Charges for any such re-location. At its discretion the Service Provider may require payment of such re-location Charges and any other outstanding Charges prior to commencing any works.
- 3.14. You may request an upgrade to the Equipment or Service. Subject to availability the Service Provider shall use reasonable endeavours to comply with such request. You must pay the Service Provider’s Charges for any upgrade. At its discretion the Service Provider may

require payment of such upgrade Charges and any other outstanding Charges prior to the provision of any upgraded Equipment or Service. The provision of all upgraded Equipment and Services is subject to the terms of the Agreement. For the avoidance of doubt any upgrade in the Equipment and/or Service may result in an increase in the Charges for which You shall not be entitled to terminate the Agreement pursuant to Clause 16.4.

- 3.15. Title to the Purchased Equipment shall pass to You on payment in full (in cash or cleared funds) to the Service Provider for:
  - 3.15.1 the Purchased Equipment; and
  - 3.15.2 any other Equipment and Services which has been explicitly sold to You that the Service Provider has supplied to You in respect of which payment has become due.
- 3.16. Until title to the Purchased Equipment has passed to You, You shall:
  - 3.16.1 hold the Purchased Equipment on a fiduciary basis as the Service Provider's bailee;

#### 4. ACCEPTANCE AND DEFECTIVE PRODUCTS

- 4.1. You may reject any Equipment or Purchased Equipment delivered to You that does not comply with Clause 3.17, provided that notice of rejection is given to the Service Provider containing an explanation as to the reason why the Equipment or Purchased Equipment are considered defective:
  - 4.1.1 in the case of a defect that is apparent on visual inspection, within three (3) days of delivery; and
  - 4.1.2 in the case of a latent defect, within a reasonable time of the defect becoming apparent.
- 4.2. If You fail to give notice of rejection in accordance with Clause 4.1 or reasonable assistance in accordance with Clause 4.4, You shall be

#### 5. CUSTOMER EQUIPMENT

- 5.1. At Your request the Service Provider may agree, subject to payment of its applicable Charges and satisfactory Survey, to the use of cabling and wiring already installed at the Site for the provision of the Service. Where You make such request You warrant that You have full title to such cabling and/or wiring and that such cabling and/or wiring and their installation meet all applicable standards and any specifications notified to You by the Service Provider. You will provide such written confirmation and/or information in relation to such cabling and/or wiring as the Service Provider reasonably requires.
- 5.2. Subject to Clauses 14.1 and 14.3 the Service Provider shall have no liability for any loss or damage arising directly or indirectly from use of the Customer Equipment, whether or not the Service Provider shall have recommended the use and/or performance of such Customer Equipment.
- 5.3. You are entirely responsible for the security of access to Your computer systems, the integrity of information stored thereon and its security from corruption, change and abuse by others.

#### 6. ALLOCATIONS AND USE OF TELEPHONE NUMBERS

- 6.1. Any telephone numbers allocated do not belong to You. You accept that You do not acquire any rights in such telephone numbers and You must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style.
- 6.2. You are not entitled to sell or agree to transfer to a third party any telephone number or Service allocated to You with the exception of any legal obligation to provide number portability, where a porting

- 3.16.2 store the Purchased Equipment separately from all other goods held by You so that they remain readily identifiable as the Service Provider's property;
- 3.16.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Purchased Equipment;
- 3.16.4 maintain the Purchased Equipment in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 3.16.5 notify the Service Provider immediately if You become insolvent; and
- 3.16.6 give the Service Provider such information relating to the Purchased Equipment as the Service Provider may require from time to time, but You may resell or use the Purchased Equipment in the ordinary course of its business.
- 3.17. If before title to the Purchased Equipment passes to You, You become insolvent, or the Service Provider reasonably believes that any such event is about to happen and notifies You accordingly, then,

deemed to have accepted such Equipment or Purchased Equipment.

- 4.3. On receipt of a rejection notice in accordance with Clause 4.1, You acknowledge that the Service Provider will liaise with the original manufacturer of the Equipment or Purchased Equipment as to its quality. The manufacturer will carry out an investigation in relation to the quality of the Equipment or Purchased Equipment. Following such investigation, the Service Provider shall either:

- 4.3.1 where the manufacturer determines there to be a fault, repair or replace the rejected Equipment or Purchased Equipment or repay the price of the rejected Equipment or Purchased Equipment to You; or

- 5.4. Prior to installation of the Equipment and/or Purchased Equipment and/or provision of the Services You must take all necessary steps to back up and secure Your information and data. You must comply with all reasonable instructions notified to You relating to the preparation of Customer Equipment and/or the Site. Subject to Clauses 14.1 and 14.3, the Service Provider shall have no liability for any damage arising from Your failure to carry out such preparations.

- 5.5. Unless otherwise agreed in writing You are responsible for ensuring that Customer Equipment is programmed, equipped, compatible and connected for use of the Service in accordance with the Service Provider's reasonable instructions (including any minimum specification requirements) and any other reasonable instructions or safety and security procedures applicable to the use of Customer Equipment.

- 5.6. Save as stated in the Agreement or as otherwise agreed in writing the Service Provider is not responsible for the repair and maintenance of Customer Equipment.

agreement is in place between the Service Provider and the party You may wish to port to.

- 6.3. The telephone numbers may be changed or decommissioned from time to time by the Service Provider for operational or technical reasons or because the Service Provider is required to do so by a network operator or in order to comply with any regulatory requirements. Any new telephone numbers provided to You under the Agreement, prior to their connection, cannot be guaranteed as

provided that the Purchased Equipment has not been resold, or irrevocably incorporated into another product, without limiting any other right or remedy the Service Provider may have, the Service Provider may at any time require You to deliver up the Purchased Equipment and, if You fails to do so promptly, enter any premises of Yours or of any third party in order to recover them.

- 3.18. The Service Provider warrants that the Equipment and Purchased Equipment supplied by the Service Provider under this Agreement shall: be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and comply with all applicable statutory and regulatory requirements.
- 3.19. Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from this agreement.

- 4.3.2 where the manufacturer deems that there is no fault, return the Equipment or Purchased Equipment to You.

- 4.4. You shall provide the Service Provider and any manufacturer of the Equipment or Purchased Equipment with reasonable assistance within five (5) days' of the Service Provider's request for such assistance in order to assist the manufacturer with the investigation described in Clause 4.3.

- 4.5. Once the Service Provider has carried out its actions in accordance with Clause 4.3, it shall have no further liability to You in respect of the Equipment or Purchased Equipment.

- 5.7. You must ensure that all Customer Equipment is in good working order and complies with applicable standards, approvals and any relevant Law. The Service Provider may require You to disconnect (in which case You must do so promptly) or may itself disconnect any Customer Equipment if in the Service Provider's reasonable opinion: (i) it does not conform to applicable standards, approvals or any relevant Law for the time being in force; or (ii) it may cause injury to any person or material damage to property; or (iii) it may materially impair the quality of any service provided by the Service Provider.

- 5.8. Subject to Clauses 14.1 and 14.3, the Service Provider has no liability where any inability to use the Service is due to incompatibility between Customer Equipment and the Equipment or Service, or for any breakdown or failure in Customer Equipment.

available. The Service Provider will use reasonable endeavours to give You as much notice of any such change or decommission as is reasonably practicable. You acknowledge that changes to telephone numbers to comply with the requirements of a network operator or regulatory body are outside the control of the Service Provider and as such, subject to Clauses 14.1 and 14.3, the Service Provider shall not be liable for any costs, inconvenience or other losses incurred by You

as a result of any unavailability, change or withdrawal as described in this clause.

- 6.4. If at Your request a specific telephone number is allocated to You, You shall be responsible for all necessary investigations and inquiries as to the legitimacy or use of such numbers and the Service Provider shall have no liability whatsoever with respect to the number chosen and its use by You.
- 6.5. If You are allocated a number which falls within a range of numbers classified from time to time by OFCOM (or any other competent

## 7. ACCESS TO SITE AND INSPECTION

Clauses 7.1 – 7.6 apply where the Service Provider requires access to the Site in order to provide the Service.

- 7.1. You warrant that You or Your customer (as appropriate) are the current and lawful occupier of the Site.
- 7.2. Any person in apparent authority at the Site who grants entry shall be deemed to have Your authority to grant such entry.
- 7.3. Where the Site is under Your sole control You shall if requested by the Service Provider enter into a Site wayleave. Where You do not enter into the Site wayleave:
  - 7.3.1. You grant the Service Provider and its employees, agents or contractors the right:
    - 7.3.1.1. upon reasonable prior notice to You (except in an emergency when no notice shall be required) to execute any works on the Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment and, where necessary for the provision of the Service and/or the Purchased Equipment;
    - 7.3.1.2. to keep and operate the Equipment on the Site;
    - 7.3.1.3. to enter the Site to inspect any Equipment kept on the Site;

## 8. CHARGES PAYMENT AND INTEREST

- 8.1. You shall pay the Service Provider the Charges in respect of each item of Service and Equipment
- 8.2. The payment terms for the Services are described below and further detailed in the Order Form for Services:
  - 8.2.1. **License Fee**  
License Fees are payable monthly in advance per User License. The first period for a new User License is charged pro rata from the date of first availability of the Hosted Services to the end of the first calendar month and monthly in advance thereafter. All fees after the first month are charged in whole months including any part month on termination.
  - 8.2.2. **Set-up Charges**  
Set-up Charges apply to new User Licenses and may apply to connectivity services as specified in the Order Form.
  - 8.2.3. **Rental Charges**  
Any applicable rental charges are payable monthly in advance.
  - 8.2.4. **Call Charges**  
Call Charges are payable monthly in arrears in accordance with the Service Provider's call detail records.
  - 8.2.5. **Excess Usage Charges/Power Charges/Bandwidth Charges**  
Excess usage/power/bandwidth Charges will be calculated on an individual User License basis and are payable monthly in arrears in accordance with the Order Form.
  - 8.2.6. **Additional Service Charges**  
The Service Provider charges for additional services, including Professional Services and labour, and are either by quotation or at a daily rate plus reasonable expenses. Any materials used will be

authority) as being for the provision of a particular type of service, then You must ensure that any service provided by You on that number conforms at all times with the type allocated to that number range. You shall on demand indemnify and hold harmless the Service Provider from and against any and all losses, demands, claims, damages, costs, expenses and liabilities (including any penalties imposed by Phone-paid Services Authority, OFCOM or other regulatory body) incurred by the Service Provider and arising out of

- 7.3.2. You warrant that You shall not do or allow anything to be done to the Site that may cause damage to the Equipment and You shall take all steps reasonably necessary to ensure that no one interferes with or tampers with the Equipment;
- 7.3.3. You shall provide a safe and suitable working environment for the Service Provider's employees, agents or contractors at the Site.
- 7.4. Where the Site is not under Your sole control You shall use all reasonable endeavours to ensure that the Site Occupier enters into the applicable Site wayleave.
- 7.5. For the duration of the Agreement and for 60 days thereafter You shall grant and maintain and/or procure the grant and maintenance of any rights and permissions necessary in order for the Service Provider to connect and maintain the Equipment at the Site, to provide the Service and to remove the Equipment following termination of the Agreement.
- 7.6. Without prejudice to the Service Provider's other rights and remedies, the Service Provider reserves the right to recover and resell the

- 8.2.7. **Equipment Fee**  
For Purchased Equipment You are required to pay a deposit of 40% of the total order and will be required to pay the balance on receipt of the installation invoice. The Service Provider may invoice You for Equipment fees on or at any time after the delivery of Equipment or Purchased Equipment.
- 8.3. The Service Provider will provide an invoice for Charges via electronic mail only and the Service Provider may invoice, at any time, any Services omitted from a previous invoice.
- 8.4. The fees, charges and prices payable are exclusive of Value Added Tax and any other applicable taxes which shall be paid by You at the rate and in the manner for the time being prescribed by law.
- 8.5. Payment is due within fourteen (14) days of the date of the invoice, other than as permitted in Clause 8.7, by Direct Debit. If the payment which is properly due is not made within 10 business days from receiving written notice from the Service Provider specifying the invoice number and the amount due the Service Provider may suspend or cancel the Services and charge interest on all sums outstanding at a rate of 4% above the base rate of Barclays Bank Plc. The interest rate used will be that in force on the due date and will be applied from the due date to the date of actual payment.
- 8.6. Should a Direct Debit collection fail without prior notification provided to the Service Provider by You, an administration charge of £25.00 will be charged to Your account.

- 6.6. Your use of the Services, including from any fraudulent use by You and/or a third party (including artificial inflation of traffic) of numbers. The telephone numbers are unique for use within the United Kingdom and international call charge rates will apply to any use of the Services by You outside of the United Kingdom. The Service Provider does not warrant, and accepts no liability in relation to, the availability of any telephone number from overseas countries.

- 7.7. You shall reimburse the Service Provider for any charges levied on the Service Provider by the relevant tail circuit supplier as a sole result of that supplier not being given access to the Site as previously arranged and agreed with You.
- 7.8. You shall permit the Service Provider (and its third-party providers and licensors) reasonable access (direct and/or remote) to the Service, Equipment and Purchased Equipment to enable the Service Provider (or its third-party providers and licensors) to inspect and verify Your use of the Service, Equipment and Purchased Equipment. The Service Provider shall be entitled to pass information concerning any breach by You of the terms of a User License or otherwise to the relevant licensor.
- 8.7. If You choose not to pay by Direct Debit You will notify the Service Provider of Your preferred payment method and You will be charged a processing fee of £5.00 per month. Where a payment is not received by the due date a late payment fee of £15.00 will be charged to Your account.
- 8.8. On all telephone numbers ported or migrated away from the Service Provider, You will be charged a transfer fee of £25 per number transferred.
- 8.9. Copy invoices and statements will be provided if requested within sixty (60) days of the document date free of charge. Copy invoices and statements requested from sixty-one (61) days of the document date will be subject to a £10 charge per invoice/statement.
- 8.10. It is Your responsibility to check the monthly invoice for accuracy and notify the Service Provider promptly of any dispute. Any claims for a credit or refund must be notified to the Service Provider within thirty (30) days of receipt of invoice otherwise the invoice will be deemed accepted.
- 8.11. You shall pay all amounts due in full without any deduction or withholding other than as required by law and shall not be entitled to assert any credit, set-off or counterclaim against the Service Provider to justify withholding any payment of any such amount in whole or in part. If You have disputed an invoice in accordance with Clause 8.10 above, You may only withhold payment for the disputed amount and not for the full invoice. All undisputed amounts must be paid in accordance with Clause 8.5 above. For the avoidance of doubt, no dispute arising under the Agreement shall give interfere with prompt payment in full by You in accordance with Clause 8.5 above.



- 8.12. You will be liable for all Charges for the Services from the date of the Service Commencement Date. Any fraud or other improper use of the Service(s) committed by any third party shall not relieve You of Your payment obligations to the Service Provider under this agreement.
- 8.13. Other than as set out in Clause 8.3 the Service Provider may vary the Call Charges or Rental Charges by giving You twenty-five (25) days' written notice. Without limitation such notice may be contained in billing information provided to You by the Service Provider.
- 8.14. Notwithstanding Clause 8.13 above, the Service Provider may vary the Charges annually by an amount equal to 3.7% above the Consumer Price Index by giving You twenty-five (25) days' written notice.

## 9. SERVICE

- 9.1. The Service Provider shall provide the Service in accordance with the Agreement.
- 9.2. You must promptly supply the Service Provider with all information and materials reasonably required by the Service Provider to supply the Service. The Service Provider will have no responsibility for any failure of or to provide the Service which is a direct result of any failure on Your part to provide accurate and complete information.
- 9.3. The Service Provider shall use the reasonable skill and care of a competent IT service provider in providing the Service. However, You accept that it is technically impracticable to provide the Service entirely free of faults and the Service Provider does not undertake to do so.
- 9.4. The Service Provider shall use reasonable endeavours to meet such general service levels in relation to a particular Service as the Service

Provider publishes from time to time. However, save as expressly stated in such published service levels, the Service Provider shall have no liability for any failure to meet any such service levels.

## 10. USE OF THE SERVICE

- 10.1. You undertake to use the Equipment and Service in accordance with such conditions and/or instructions as may be notified in writing to You by the Service Provider from time to time and in accordance with Law. The Service Provider may from time to time vary the technical and/or operational procedures for use of the Service.
- 10.2. You must not use or allow anyone to use the Service:
- 10.2.1. to send or receive a communication which is offensive, abusive, indecent, obscene or menacing;
- 10.2.2. to cause annoyance, inconvenience or needless anxiety to anyone;
- 10.2.3. to violate or infringe the rights of any person;
- 10.2.4. in any way the Service Provider considers is detrimental to the provision of Services to You or any other customer of the Service Provider;
- 10.2.5. to make excessive use of, or place unusual burdens on the Service, for example by sending or receiving large volumes of email, excessively large email attachments or streaming of content;
- 10.2.6. in breach of the Agreement;
- 10.2.7. in breach of applicable Law;
- 10.2.8. to upload or transmit viruses;
- 10.2.9. if they are not authorised to use the Service.
- 10.3. The Service Provider may at its discretion amend and/or suspend the Service and/or terminate the Agreement if You are in breach of Clause 10.2. You must on demand indemnify and hold harmless the Service Provider from and against any and all liabilities, claims, damages, costs, demands, expenses, losses and proceedings arising out of or in any way connected with any use of the Service in contravention of the Agreement or the Law.
- 10.4. You are responsible for the use of the Service (whether authorised or not and whether by You or any other person), including without limitation all Charges incurred and any breaches of this Agreement.
- 10.5. You shall, in connection with the use of the Service, comply with the Service Provider's acceptable use policy at all times. The acceptable use policy is published on the Service Provider Website and it is Your responsibility to ensure You review it and are aware of the current version.

- 10.6. Each Party acknowledges that Purchased Equipment, technical information and Services provided under the Agreement may be subject to export laws and regulations of other countries and any use or transfer of such Purchased Equipment, technical information and Services must be in compliance with all Applicable Law and international trade sanctions.
- 10.7. You acknowledge that the Service is not designed to be used in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service or the failure of the Service, could lead to death, personal injury, or severe physical or environmental damage and You agree not to use the Service for any such purpose.
- 10.8. You acknowledge and agree that the Service Provider has no knowledge of, and accepts no responsibility for, the content, quality, value or use of the content, traffic or goods or services provided by You to third parties in connection with the Service. You should therefore take all reasonable steps to mitigate the risks inherent in the provision of the Service including, but not limited to, data loss.

## 11. INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY

- 11.1. You shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to the Equipment or Software, or any documents, drawings and/or specifications relating thereto supplied by the Service Provider to You in connection with the Products, unless otherwise expressly agreed by the Service Provider in writing. If You in any way acquire any such rights then You shall immediately inform the Service Provider and shall forthwith take such steps as may be required by the Service Provider to assign such rights or vest such title in the Service Provider.
- 11.2. You agree to comply with the terms of the Agreement and any licenses required by the owner of any Intellectual Property Right in the Services and/or Software notified to You by the Service Provider or appearing on screen as an integral part of the Service. If You do not consent to any such licenses, You may within 5 days of being notified of such a license terminate the Agreement. However Your continued use of the Service or failure so to terminate the Agreement will be deemed to constitute acceptance of the said licenses of Software and You shall not be entitled to terminate the Agreement under this Clause.
- 11.3. The license granted to You under the Agreement is personal to the named recipient and may not be leased, sublicensed, transferred, assigned, lent or otherwise disposed of unless otherwise stated in the terms of any agreements/licenses provided with the Software or except to the extent permitted by Law You must not copy the Software, except to make a single copy for backup or archival purposes. Any such copy shall be subject to the Agreement as if it were the original and shall contain all notices regarding proprietary rights contained in the Software originally provided to You. This license does not grant You any right to any enhancement, reversion or update to the Software. However the Service Provider or its licensors may at any time upon 25 days prior written notice, make available require You to accept such enhancements, reversions or updates and may cease to distribute or license previous versions of the Software to You. You must comply with the terms of the Agreement (and any other license agreements governing such Software) in relation to such enhanced, revised or updated Software as if it were the original Software. The Service Provider shall be entitled to charge You its then current standard charges for such Software and any enhancements, reversions and updates.
- 11.4. The Service Provider shall have the right to apply any trade marks, trade names and/or service marks to the Equipment or Software. Unless otherwise agreed, You acknowledge that no rights are granted to You by the use by You of such trade marks, trade names and/or service

marks and You shall not deface, remove or obliterate any trade marks, trade names or logos applied by the Service Provider on or in relation to the Equipment or Software.

- 11.5. Where the Equipment or Software are not manufactured by the Service Provider, the Service Provider gives no assurance or guarantee that the sale or use of the Equipment or Software will not infringe the IPRs of any third party.
- 11.6. In relation to any third-party claim that Your use of the Services constitutes infringement of any IPR owned by a third party, You shall:
- 11.6.1. immediately notify the Service Provider in writing of an infringement or allegation of infringement;
- 11.6.2. allow the Service Provider (and/or its relevant licensor) to conduct all negotiations and proceedings, defences and give the Service Provider (and/or its licensor) reasonable assistance as requested by the Service Provider (and/or its licensors); and
- 11.6.3. make no admission relation to the infringement or alleged infringement.
- 11.7. If at any time an allegation of infringement of copyright is made, the Service Provider (and/or its Licensor) may:
- 11.7.1. procure for You to have the right to continue using the relevant Service;

- 11.7.2 replace or modify the Service to make it non-infringing without substantially affecting the functionality of the same Service; or
- 11.7.3 take such action as the Service Provider (and/or its licensor) shall reasonably deem appropriate to avoid or settle any such infringement or alleged infringement.
- 11.8. You shall keep confidential and not use, without the prior written consent of the Service Provider, all or any information including without limit, those (as referred to in condition 11.1) supplied by the

## 12. SOFTWARE

- 12.1. Intellectual property rights in the Software remain the property of the Service Provider or its licensors. You agree to comply with the terms of the Agreement and any User Licenses required by the owner of any intellectual property right in the Software notified to You by the Service Provider or appearing on screen as an integral part of the Service.
- 12.2. The Service Provider hereby grants You a non-exclusive revocable license to use the Software in executable object code form only.
- 12.3. The license granted to You under the Agreement is personal to You and may not be leased, sublicensed, transferred, assigned, lent or otherwise disposed of.
- 12.4. If You use the Software in any way which will result in You being in breach of the Agreement or the terms of any individual agreement provided with the Software or if You attempt to transfer, assign or otherwise dispose of Your license to use the Software that license is terminated immediately.
- 12.5. The Software is protected by copyright law. You must use the Software in accordance with the Agreement and the terms of any individual agreements provided with the Software. Unless otherwise stated in the terms of any agreements/licenses provided with the Software or except to the extent permitted by Law You must not copy

## 13. MAINTENANCE

- 13.1. The Service Provider shall provide support services during Normal Working Hours as it reasonably considers necessary for the proper functioning of the Service.
- 13.2. If You detect any defect or impairment in the operation or performance of the Service You must notify the Service Provider of the nature of such defect or impairment. The Service Provider will endeavour to respond as promptly as possible after such notification and endeavour to make the necessary corrections.

## 14. LIMITATIONS OF LIABILITY

- 14.1. Each Party accepts unlimited liability for fraudulent misrepresentation, death or personal injury resulting from its own negligence or that of its employees while acting in the course of their employment by such Party. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.
- 14.2. Except as expressly stated in the Agreement all warranties, conditions, undertakings or terms, express or implied in respect of the Service, Software, Equipment and Purchased Equipment are excluded to the fullest extent permitted by Law.
- 14.3. Nothing in the Agreement shall exclude or restrict a Party's liability for matters which cannot by Law be excluded or restricted.
- 14.4. Save in relation to payment of indemnities pursuant to Clauses 3.8, 6.4, 10.3 and 16.11 and subject to Clauses 14.1 and 14.3:
- 14.4.1. Subject to Clause 14.4.2, each Party's liability (including without limitation liability for negligence) under the Agreement (other than

Service Provider or disclosed to or obtained by You pursuant to or as a result of this Agreement, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of Yours, or disclosure of the same is required by law or by any other governmental or other regulatory body provided that in such cases You notify the Service Provider fourteen (14) days prior to such disclosure to allow the Service Provider to seek injunctive relief (or such other action as the Service Provider may require) to

- the Software, except to make a single copy for backup or archival purposes. Any such copy shall be subject to the Agreement as if it were the original and shall contain all notices regarding proprietary rights contained in the Software originally provided to You. You must not attempt to reverse engineer, decipher, decompile or disassemble the Software except to the extent permissible by Law. You must not modify the Software or create derivative works of the Software. You must not transmit or distribute the Software electronically, via the Internet or in any other way.
- 12.6. The Service Provider warrants that the media containing the Software, if provided by the Service Provider, is free from defects in material and workmanship and will so remain for ninety (90) days from the date You receive the Software.
- 12.7. Subject to Clause 12.8 below the Service Provider's sole liability for any breach of the warranties in Clause 12.6 shall be, in the sole discretion of the Service Provider:
- 12.7.1. to replace Your defective media or copy of the Software; or
- 12.7.2. to refund the fee You paid for the Software.
- 12.8. The liability of the Service Provider under Clause 3.7 shall be incurred only in the event that You:

- 13.3. The Service Provider will be entitled to make a reasonable charge in the event that the need for any maintenance results from any one or more of the following:
- 13.3.1. subject to Clause 14.4.2, misuse or neglect of or accidental or wilful damage to the Equipment, Purchased Equipment and/or Service; or
- 13.3.2. accidental or wilful disconnection of the Equipment, Purchased Equipment and/or Service; or

- for payment of Charges) in respect of each individual claim shall be limited to the recurring Charges paid to the Service Provider by You for the applicable Service of which the claim relates to in the two month period preceding such claim; and
- 14.4.2. each Party's total aggregate liability for all claims under the Agreement (other than for payment of Charges) shall be limited to the value of the recurring Charges paid to the Service Provider by You for the applicable Service/s of which the claim/s relate to in the initial six month period of the Agreement.
- 14.5. Notwithstanding the above neither Party shall have any liability in contract, tort or otherwise (including liability for negligence), for loss or damage, whether direct or indirect, of business, production, data, operation time, goodwill, contracts, revenue, profits, for any loss of anticipated savings, for wasted expenditure or for any indirect or consequential loss whatsoever arising out of or in connection with

prevent such disclosure and shall provide the Service Provider with all such reasonable assistance as the Service Provider may require in order to carry out such action.

- 11.9. You warrant, represent and undertake that You are the owner of, or that You are authorised by the owner of, (and have the right to use) any trade mark or name that You wish to use as or in Your registered domain name (or any of them) ("Domain Names").

- 12.8.1. Inform the Service Provider of the breach of warranty during the applicable warranty period; and
- 12.8.2. If requested by the Service Provider return the Software.
- 12.9. The warranties contained in Clause 12.6 are the only warranties made by the Service Provider in relation to the Software. The Service Provider makes no other express or implied warranty relating to the performance, quality or fitness for a particular purpose of the Software. No agent or employee of the Service Provider is authorised to make any modifications, extensions, or additions to this warranty.
- 12.10. The warranties contained in Clause 12.6 shall be terminated immediately if:
- 12.10.1. any modifications are made to the Software by You or any third party during the warranty period; or
- 12.10.2. the media is subjected to accident, abuse, or improper use; or
- 12.10.3. You violate the terms of the Agreement.
- 12.11. The warranties in Clause 12.6 shall not apply if the Software is used on or in conjunction with hardware or programs other than the unmodified version of hardware and programs with which the Software was designed to be used as described in the User Documentation.
- 13.3.3. Your failure to comply with any of the provisions of the Agreement; or
- 13.3.4. fault in, or other problem associated with, any IT system not run by the Service Provider or in Your own equipment; or
- 13.3.5. faults of a minor or intermittent nature which do not significantly affect the provision of the Service.

- the performance or non-performance by the Party of its obligations under the Agreement.
- 14.6. Should a Service be subject to service credits as identified and detailed in the Service Specific Terms or service level agreement for that Service, the Service Provider's liability will be the maximum extent of the service credits due under the Service Specific Terms or service level agreement and will be Your exclusive financial remedy for a fault, whether or not You actually claim the available service credits.
- 14.7. Any delay or failure by the Service Provider to perform any of its obligations under the Agreement that is caused by or materially contributed to by a restriction of a legal or regulatory nature that affects, wholly or partly, the provision of the Service, will not constitute a breach of the Agreement.

14.8. Unless stated in any relevant Service Specific Terms, Clauses 14.1 – 14.8 set out each Party's entire liability (including any liability for the acts and omissions of its employees, agents or contractors) to the other Party in tort, contract or otherwise arising in connection with

the performance, contemplated performance or non-performance of the Agreement. You acknowledge that the exclusions and limitations of the Service Provider's liability in the Agreement are reasonable taking into account (amongst other matters) the likelihood that any

damages awarded to You for breach of the Agreement by the Service Provider may be disproportionately greater than the Charges.

## 15. SUSPENSION

15.1. The Service Provider may:

- 15.1.1. in an emergency suspend the Service to provide or safeguard a service to a hospital or other emergency organisation or any other essential services;
- 15.1.2. temporarily suspend the Service or any part thereof to vary the technical specification of the Service or for repair, maintenance or improvement or to protect life, limb or property;
- 15.1.3. suspend the Service in the case of fraud or suspected fraud or a DDoS Attack or to preserve the safety, security or integrity of the Services and the traffic conveyed for You and other Service Provider customers;
- 15.1.4. suspend the Service where it believes Your use of the Service is unlawful or illegal;

- 15.1.5. give such instructions to You about the use of the Service it deems reasonably necessary;
- 15.1.6. do whatever is required of it to comply with instructions issued by the Government, an emergency service or other competent authority; and
- 15.1.7. suspend the Service in any circumstance in which it is entitled to terminate the Agreement or User License.
- 15.2. Except in an emergency when no such notice is required, the Service Provider shall give You as much notice as reasonably practicable if the Service is to be suspended but You shall have no claim against the Service Provider for any suspension of the Service pursuant to Clause 15.1. Any exercise by the Service Provider of its right to

suspend the Agreement shall not exclude the right of the Service Provider to subsequently terminate the Agreement.

- 15.3. If the Service is suspended pursuant to Your default You must continue to pay Charges during such suspension and shall reimburse costs and expenses reasonably incurred by the implementation of such suspension together with all outstanding amounts due under the Agreement. Where the Service Provider agrees (at its discretion) to recommence the Service it will Charge You the then current re-connection fee which you must pay to recommence the Services. If You do not pay the re-connection fee then we will not re-connect you. At the Service Provider's discretion, You shall pay a reasonable deposit against future payments

## 16. DURATION AND TERMINATION

16.1. In relation to a particular Service the Agreement shall come into effect on the Service Commencement Date for the Minimum Period and unless the Agreement is terminated in accordance with the terms of this Agreement, this Agreement will continue automatically following the Minimum Period for subsequent Renewal Terms.

16.2. You may terminate this Agreement by giving the Service Provider thirty (30) days' written notice at any time during the last thirty (30) days of the Minimum Period or any subsequent Renewal Term, as appropriate.

16.3. Notwithstanding Clause 16.2, You may terminate the Agreement in accordance with Clause 16.5.

16.4. Notwithstanding Clause 16.2 the Service Provider may terminate the Agreement immediately on written notice if:

- 16.4.1. any Survey is not satisfactorily completed;
- 16.4.2. any Site wayleave is not entered into within a reasonable time as determined by the Service Provider;
- 16.4.3. any license (including User Licenses), permission or other approval You or the Service Provider require from time to time to connect to the Service or provide the Service expires, is revoked or otherwise ceases to be valid and is not immediately replaced by a further license, permission or approval conferring on You or the Service Provider the appropriate rights;
- 16.4.4. You make a material mis-statement in the details You have supplied to the Service Provider to enable the Service Provider to provide the Service;
- 16.4.5. You materially breach (including without limitation failure to pay any Charges promptly) the Agreement or any other agreement You have with the Service Provider or a member of its Group;

16.4.6. the Service Provider suspects on reasonable grounds that You may have committed or may be committing (i) a breach of any Law; and/or (ii) any fraud against the Service Provider or any third party;

16.4.7. any contract (or part thereof) between the Service Provider and a third-party provider of IT, software or associated services is terminated where such termination affects the provision of the Service; or

16.4.8. any Software license is varied or terminated where such variation or termination affects the provision of the Service.

16.5. Notwithstanding Clause 16.2 either party may give notice in writing to the other party to terminate the Agreement with immediate effect if:

16.5.1. the other party commits a material breach of any term of the Agreement which cannot be remedied, or in the case of a breach capable of being remedied, has failed to remedy the breach within thirty (30) days of notice being given by the other party requiring it to be remedied; or

16.5.2. the other party becomes or is declared insolvent, or convenes a meeting of its creditors, or makes or proposes to make any arrangement or composition with them, or if a liquidator, receiver, administrative receiver administrator, manager or similar office holder is appointed over any of its assets or passes a resolution for winding up or a court makes an order to that effect, or becomes or is declared bankrupt other than as part of a good faith reorganisation of such Party's Group.

16.6. On termination of the Agreement any license granted to You by the Service Provider shall immediately cease, You must immediately stop using the Service and all amounts You owe the Service Provider shall be due and payable in full.

16.7. On termination of the Agreement by reason of Your default whether during the Term or prior to the Service Commencement Date, You

shall be liable to pay the Service Provider all Charges that would otherwise have been payable by You during the Minimum Term or subsequent Renewal Term if applicable. The Service Provider shall not be obliged to refund any Charges paid in advance.

- 16.8. On termination of the Agreement You must allow the Service Provider to remove the Equipment. If You delay removal of the Equipment following termination of the Agreement, the Service Provider shall, until such removal is effected, be entitled to continue to charge You and You shall pay such Charges together with any additional costs and expenses caused by such delay.

16.9. The right to terminate the Agreement shall not prejudice any other right or remedy of the Parties in respect of any rights, obligations, or liabilities accrued prior to termination (including, without limitation, termination under Clause 18).

16.10. If You cancel all (or part of) an order for Service, any time before the Service Commencement Date, in addition to the Charges detailed in Clause 16.7 above, You will be liable to pay any reasonable costs incurred by the Service Provider as a result of the Service Provider progressing the order for Service for delivery prior to Your cancellation.

16.11. On termination You shall return all Software, Equipment and documentation to the Service Provider within two (2) weeks of the Service Provider's request, and shall certify to the Service Provider in writing that all Software, Equipment or other relevant information held by You has been returned or, at the Service Provider's request, erased or destroyed. You hereby agree to indemnify and hold harmless the Service Provider in respect of any costs incurred or loss suffered by the Service Provider which have arisen as a result of Your breach of this Clause 16.11.

## 17. ASSIGNMENT

17.1. You must not assign or delegate or otherwise deal with all or any of Your rights or obligations under the Agreement without the prior written consent of the Service Provider.

17.2. The Service Provider may assign or otherwise delegate all or any of its rights or obligations under the Agreement to any person or entity.

## 18. FORCE MAJEURE

18.1. Neither Party shall be liable for any breach of its obligations under the Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control. Such causes include, but are not limited to, fire, explosion, breakdown or failure of equipment,

systems or facilities, strike, lock-out, labour dispute, illness, epidemic, flood, drought, war, civil commotion or requirement of any authority, fault or failure of a communications network, licensing or government agency.

18.2. Where such cause continues for more than 3 calendar months either Party may without additional liability terminate the Agreement by giving not less than 30 working days' written notice to the other Party.

## 19. VARIATION

19.1. Subject to Clauses 19.2, 19.4 and 19.5 any variation to the Agreement shall be agreed by the Parties in writing.

19.2. Notwithstanding Clause 19.1 the Service Provider reserves the right to amend or vary the Agreement where changes are imposed to the Service Provider by a third party Supplier by giving You 25 days' written notice thereof.

19.3. If You request and the Service Provider agrees to a change of Service (including without limitation adding, deleting or exchanging a Service) or a change of Site, You must complete such formalities as the Service Provider shall require giving effect to such change. The

Service Provider may require payment prior to effecting such change and to reflect such change the Service Provider may revise the Charges.

19.4. Upon prior written notice to You, the Service Provider may vary the Service from time to time, provided that the New Service will have at least equivalent functionality to the original Service. After a variation in accordance with this Clause the New Service shall be deemed the Service.

19.5. The Service Provider may at any time improve, modify or otherwise alter the Service in the event that:

19.5.1. the Service Provider suppliers' services are altered so as to affect the provision by the Service Provider of the Service;

19.5.2. in the reasonable opinion of the Service Provider the Service should be altered for reasons of quality of service or otherwise for the benefit of the Service Provider's customers as a whole;

19.5.3. technical or regulatory reasons so require.

19.6. Any variation to the Agreement pursuant to Clauses 19.4, 19.5 and 22 of these Standard Terms and Conditions shall not be subject to the terms of Clause 19.2.

## 20. NOTICES

Unless otherwise stated in the Agreement:

20.1. Notices sent by You to the Service Provider shall be sent by hand or post to the Commercial Director at the address below or as otherwise notified to You.

- Netcentrix Limited, Dawson House, Matrix Business Park, Chorley, PR7 7NA

20.2. Notices sent by the Service Provider to You may be sent:

20.2.1. by hand or by post to Your billing address specified on the Order Form or to Your registered office; or

20.2.2. by electronic mail to Your electronic mail address specified on the Order Form or as otherwise notified to the Service Provider in writing.

20.3. Notice given by hand shall be deemed given the same day. Notice given by post shall be deemed to have been given three (3) days after

the date of posting. Any communication by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other Party's electronic mail-box.

20.4. You agree to inform the Service Provider of any change to Your billing address, registered address and contact details in order that notices are able to be sent correctly by the Service Provider.

## 21. MARKETING AND DATA PROTECTION

Within this clause 21, "Act" means the Data Protection Laws.

21.1. The Service Provider will only store, copy or use Your Data to the extent necessary to perform the Service Provider's obligations under the Agreement.

21.2. The Service Provider will follow archiving procedures for Your Data as set out in the Service Provider's Data Handling Policy.

21.3. In the event that Your Data is corrupted or lost or degraded so as to be unusable, as a result of the Service Provider or its Personnel, subject to clause 14, Your sole and exclusive remedy will be for the Service Provider to use reasonable commercial endeavors to restore or procure the restoration of Your Data that is corrupted, lost or degraded so as to be useable as soon as reasonably practicable from the latest back-up of Your Data maintained by the Service Provider in accordance with the archiving procedure described in its Data Handling Policy.

21.4. The Service Provider will not be responsible for any loss, corruption, damage, alteration or disclosure of Your Data caused by any third party (except its Personnel which are engaged by the Service Provider to perform services related to Your Data).

21.5. The Service Provider will in performing its obligations under the Agreement, comply with its Data Handling Policy, which includes details of its compliance with ISO 27001.

21.6. In respect of any Personal Data that the Service Provider Processes on Your behalf when performing its obligations under the Agreement, You and the Service Provider hereby agree that You will be the Data Controller and the Service Provider will be a Data Processor and in any such case:

21.6.1. The Service Provider will Process the Personal Data solely on Your documented instructions (including as set out in the Agreement), for the purposes of providing the Services.

21.6.2. The Service Provider will implement appropriate technical and organisational measures as required by Article 32 of the GDPR to ensure the security of the Personal Data.

21.6.3. The Service Provider will take reasonable steps to ensure the reliability of its Personnel who may have access to the Personal Data, and their treatment of the Personal Data as Confidential Information.

21.6.4. The Service Provider will promptly, and in any case within five (5) Business Days, notify You of any communication from a Data Subject regarding the Processing of their Personal Data to the extent it affects Your Data, or any other communication (including from a Regulatory Body) of which the Service Provider is aware, relating to either party's obligations under the Data Protection Laws in respect of any Personal Data affecting Your Data;

21.6.5. The Service Provider will notify You without undue delay upon becoming aware of any Personal Data Breach affecting Your Data.

21.6.6. The Service Provider will provide commercially reasonable assistance to You on request in relation to (i) any communication received under clause 21.6.4 and (ii) any Personal Data Breach affecting Your Data;

21.6.7. You acknowledge and agree that the Service Provider is generally authorized to appoint third parties to Process the Personal Data ("Sub-Processor"), subject to notifying You about its Sub-Processors and otherwise meeting the conditions set out in Article 28 (2) and (4) of the GDPR (or other equivalent provisions of the Data Protection Laws);

21.6.8. You acknowledge and agree that the Personal Data may be transferred or stored outside the European Economic Area or the country where You are located in order to carry out the Services and the Service Provider's other obligations under the Agreement. The Service Provider will take such steps as are necessary to ensure the Processing is in accordance with Data Protection Laws;

21.6.9. The Service Provider will provide You, upon request, with all information reasonably required to demonstrate compliance with its obligations under this clause 21.6.9, including permitting you, on reasonable prior notice, and no more than on one occasion in any twenty-four (24) month period (except in the event of a Personal Data Breach), to inspect and audit the facilities used by the Service Provider to Process the Personal Data;

21.6.10. The Service Provider will cease Processing the Personal Data upon the termination or expiry of the Agreement and, upon Your request, either return to You (in accordance with clause 21.6.12) or securely delete the Personal Data;

21.6.11. You will ensure that You are entitled to transfer the relevant Personal Data to the Service Provider so that the Service Provider may use, Process and transfer the Personal Data in accordance with the Agreement and Applicable Law, on Your behalf; and

21.6.12. You will ensure that all relevant Data Subjects have been informed of, and, where required, have given their consent to, such use, Processing, and transfer as required by all applicable Data Protection Laws.

21.7. The following table describes the Personal Data Processing activities performed by the Service Provider (in so far as the Service Provider is a Data Processor) on Your behalf:



Subject matter of processing	Processing of Personal Data and the Services provided under this Agreement.
Duration of processing	For the duration of the Minimum Period and any subsequent Renewal Term
Purpose of processing	Data processing shall only take place which is necessary to the performance of the contract between You and the Service Provider including to provision and install the Services, to provide support and maintenance for the lifetime of those Services, to support and host Personal Data for a cloud based software solutions where

	that Service is supplied and to provide billing services, including service charge itemization which may contain Personal Data.
Type of personal data	Names, contact details, addresses, service details specific to a Data Subject such as a mobile number.
Categories of data subjects	Your employees, workers and contractors.

21.8 You acknowledge and agree that the Service Provider may from time to time monitor Your use of the Services and capture Your Data in

relation to Your use of the Services, including through the use of Google Analytics;  
 21.9 If on termination of the Agreement You require the Service Provider to return Your Data to You (including Your Data that resides on or within the Service Providers Software or the Service Providers systems), You will notify the Service Provider in writing and the Service Provider will use reasonable commercial endeavours to deliver to You, to the extent the Service Provider is able, the then most recent back-up of Your Data that is in the possession of the Service Provider, subject to You having paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) and You and the Service Provider agreeing the reimbursement of the Service Provider's costs and reasonable expenses in relation to the retrieval and return of Your Data.

**22. ENTIRE AGREEMENT**

22.1. This Agreement sets out the entire agreement and understanding between the parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of this Agreement by, or on behalf of, the parties and relating to its subject matter.

22.2. Each party confirms that it has not relied upon, and (subject to clause 22.4) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to this Agreement) unless that agreement, warranty, statement, representation, understanding or undertaking is expressly set out in this Agreement.

22.3. Subject to clause 22.4, neither party shall be entitled to claim the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in this Agreement.

**23. TIME NOT OF THE ESSENCE**

23.1. Any dates quoted by the Service Provider in connection with the provision of the Service or delivery and installation of the Equipment

and/or Purchased Equipment shall be treated as estimates only. The Service Provider accepts no liability for failure to meet such dates.

**24. MISCELLANEOUS**

24.1. No waiver by the Service Provider of any default by You under the Agreement shall operate or be construed as a waiver by the Service Provider of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by the Service Provider to You shall imply a waiver of its rights or shall in any way release, discharge or otherwise affect Your liability under the Agreement.

24.4. During this Agreement and for a period of twelve (12) months following the termination of the Agreement (for whatever reason) You shall not employ or engage directly or indirectly (without the prior written agreement of the Service Provider) nor make or seek to make any offer of employment or engagement to any employee of the Service Provider, who have dealt with You in the course of the performance of the Agreement.

during regular business hours, access and conduct an inspection of the records and documentation of the Service Provider and any facilities and/or systems necessary.

24.2. If any provision of the Agreement shall be prohibited or adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent required be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances or the validity or enforcement of the Agreement.

24.5. Right to Audit: You may request an audit of the Service Provider to conduct financial, quality, or other compliance audits in order to ensure your compliance with your own applicable standards. Such an audit will be conducted at your own cost. The Service Provider agrees to undertake any such reasonable request, and use its reasonable efforts to facilitate, upon written notice of at least 20 business days to either complete an audit questionnaire, a due diligence questionnaire or any other such audit documentation or

You must provide a detailed scope of the audit to the Service Provider in order for us to quantify the number of hours required to complete the work and the technical level of personnel necessary. The Service Provider will provide a quote for the number of consultancy hours and on acceptance by You of that quote the Service Provider will schedule the audit on an appropriate date agreed by both parties.

24.3. The provisions of the Agreement of a continuing nature shall survive termination of the Agreement for any reason whatsoever.

**25. CONFIDENTIALITY**

25.1. Each Party (in this Clause "Receiving Party") undertakes to the other Party ("Disclosing Party"):

25.1.3. To use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.

25.4. The confidentiality obligations in Clauses 25.1 and 25.2 will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:

25.1.1. To keep confidential the Disclosing Party's information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and subsequently received pursuant to this Agreement ("in this Clause "Confidential Information"); and

25.2. You shall not disclose the existence of this Agreement to any third party without the prior written consent of the Service Provider.

25.4.1. has ceased to be secret without default of the Receiving Party's part; or

25.1.2. Not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party's written consent, except to the Receiving Party's employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and

25.3. The confidentiality obligations in Clauses 25.1 and 25.2 will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.

25.4.2. was already in the Receiving Party's possession prior to disclosure by the Disclosing Party; or

25.4.3. has been received from a third party who did not acquire it in confidence.

25.5. Clause 25 shall survive termination of the Agreement or any part of it.

**26. ANTI-BRIBERY**

26.1. You must not violate any Applicable Anti-Bribery Law.  
26.2. You have and must at all times implement adequate procedures designed to prevent You or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act if it were carried out in the UK or violate any Applicable Anti-Bribery Law.

26.3. You represent that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the Service Provider or any third party) by or on behalf of You or Your Associated Persons.  
26.4. Breach of any of the provisions in this condition 26 or of any Applicable Anti-Bribery Law is a material breach of this Agreement and, without

prejudice to any other right, relief or remedy, entitles the Service Provider to terminate this Agreement immediately.

**27. ANTI-FACILITATION OF TAX EVASION**

27.1 You shall, and shall procure that persons associated with it in connection with this Agreement shall:  
27.1.1 not, when acting in the capacity of a person associated with the Service Provider, engage in any act or omission which would constitute a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence as those terms are defined in Part 3 of the Criminal Finances Act 2017;  
27.1.2 not cause, facilitate or contribute to the commission by the Service Provider of an offence of failing to prevent the facilitation of tax

evasion under section 45 or 46 of the Criminal Finances Act 2017 or any other legal and regulatory anti-facilitation of tax evasion obligations ("Relevant AFTE Requirements");  
27.1.3 comply with the Your policy dealing with anti-facilitation of tax evasion and any relevant industry code concerning anti-facilitation of tax evasion in each case as updated from time to time ("Relevant AFTE Policies").

27.2 Breach of this Clause 27 shall be deemed a material breach of this Agreement, and, without prejudice to any other right, relief or remedy, entitles the Service Provider to terminate this Agreement immediately.  
27.3 For the purposes of this Clause 27, the question of whether a person is associated with another person shall be determined in accordance with section 44 of the Criminal Finances Act 2017 (and any guidance issued under section 47 of that Act) and a person associated with You includes but is not limited to any subcontractor.

**28. MODERN SLAVERY ACT**

You warrant and represent that You have complied with and throughout the Term will continue to comply with:  
28.1 Your obligation under Section 54 of the Modern Slavery Act 2015, if applicable, to produce for each financial year an annual slavery and

human trafficking statement setting out the steps You have taken during that year to ensure that slavery or human trafficking is not taking place in any part of Your own business and in any of its supply chains; and

28.2 any applicable policy of the Service Provider in place from time to time relating to the prevention of slavery, servitude, forced or compulsory labour, human trafficking or to any human rights matters.

**29. THIRD PARTY RIGHTS**

29.1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") to enforce any terms of this Agreement. This clause does not affect

any right or remedy of any person which exists, or is available, other than pursuant to CRTPA.

**30. COUNTERPARTS**

30.1. This Agreement may be Signed in any number of counterparts, and by the parties on separate counterparts, but shall not be

effective until each party has executed at least one counterpart.

30.2. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

**31. GOVERNING LAW AND ARBITRATION**

31.1. The Agreement shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

**By signing below You confirm that You have read the Netcentrix Standard Terms and Conditions and agree to be bound by them, together with the Service Specific Terms and Conditions set out in, or deemed to form part of this Agreement.**

**SIGNATURES**

[[CertifiSStamp\_1]]

[[CertifiSStamp\_2]]

[[CertifiCompany\_1]]

[[CertifiCompany\_2]]

[[CertifiTitle\_1]]

[[CertifiTitle\_2]]

