

Terms & Conditions for Ice Media (London) Limited

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES.

A copy of the terms can be downloaded at: <https://www.iceconnect.com/legal>

The following terms are expressly brought to your attention because they either contain clauses which are onerous to you or limit our liability: clauses 3.3, 3.9, 3.13, 3.15, 5.9, 13 and 14 (where applicable) of these terms, and the following schedule clauses: Schedule 4 (Disaster Recovery) clauses 6.1 and 6.2; Schedule 6 (Anti-Virus & Network Security) clause 3.6; Schedule 8 (Managed Services) clause 14; and Schedule 9 (Telephony & Internet Services) clause 5.3.

1. PROVISION OF SERVICES

- 1.1. The Services are provided by Ice Media (London) Limited (Company No: 04996179) and its subsidiaries, associated companies and trading names (including but not limited to iceConnect and iceDigital) of 401 Nether Street, Finchley, London N3 1QG ("the Company") who may alternatively be referred to as "we," "us" or "our" in these terms and conditions;
- 1.2. The terms of the main body of this Agreement shall apply to all services and equipment ordered from the Company. All Schedules to the Agreement shall apply to the Agreement unless expressly excluded in the Quotation.
- 1.3. The customer of the Services is the Customer specified in the Quotation who may alternatively be referred to as "you" or "your" in these terms and conditions.
- 1.4. The Company offers the Services to the Customer on these terms and conditions. The Quotation and these terms and conditions together form the Agreement.
- 1.5. **THESE TERMS AND CONDITIONS APPLY TO ALL USE OF THE SERVICES. BY CONTINUING TO USE THE SERVICES YOU ARE INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**
- 1.6. **IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE AUTHORISER REPRESENTS THAT S/HE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT PROCEED AND MAY NOT USE THE SERVICE**
- 1.7. Definitions

In this Agreement, the following expressions shall have the following meanings:

"Anti-Virus & Network Security Services"

Services provided by the Company relating to the installation of Anti-Virus or Network Security Software onto Equipment or other computer hardware specified by a Contractual Document.

"Approved Business Credit Account"

The option to purchase Services and Equipment on credit, which may be provided, always at the Company's sole discretion, to a Business Customer.

"Assumed Contracts"

Contracts that the Company identifies as necessary to provide Managed Services, that are transferred from the Customer to the Company.

"Business Day"

A Monday, Tuesday, Wednesday, Thursday or Friday in the United Kingdom which is not a bank or public holiday.

"Business Hours"

Monday to Friday between 9:00 am and 5:30 pm in the United Kingdom excluding bank or public holidays.

"Business Customer"

An individual, or business, which is not a Consumer.

"Cloud Services"

The delivery of computing services, applications and/or infrastructure platforms over the Internet including, but not limited to, web servers, file servers, storage, databases, networking, software, email, analytics and intelligence.

"Commencement Date"

The date indicated in the Quotation on which the Services are scheduled to commence.

"Company Website"

The Website located at <https://www.iceconnect.com>, including the Company's client portal located at <https://portal.iceconnect.com> and any page, section, menu or link accessible within them, or such other address as may be adopted by the Company from time to time.

"Confidential Information"

Information which is identified as confidential or proprietary by either party or the nature of which is clearly confidential or proprietary.

"Consumer"

An individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

"Consumer Contract Regulations"

The Consumer Contract Regulations 2013.

iceConnect

401 Nether Street, Finchley, London N3 1QG

tel. +44 (0) 20 3358 0000

email. hello@iceconnect.com

web. www.iceconnect.com



"Contractual Document"

Any of the following documents; the main body of this Agreement and its Schedules, a Quotation or a Specification.

"Customer Data"

Any information that is provided by or on behalf of the Customer to the Company as part of the Customer's use of the Services, including any information derived from such information

"Equipment"

The products, materials, equipment, devices, licenses, subscriptions, cloud services, cloud apps, hardware or software provided to the Customer by the Company under the terms of this Agreement, which may be itemised in a Contractual Document or a schedule to this Agreement.

"Fees"

The fees (excluding any VAT) due for the provision of the Services.

"Inappropriate Material"

Material that under the laws of any jurisdiction where the material can be accessed is any of the following:- unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, malicious, profane, libellous, defamatory, infringes any Intellectual Property Rights, constitutes or encourages a criminal offence or contains a virus, worm, trojan horse or other harmful code.

"Incident"

Any service outage, hardware malfunction or failure, software malfunction or corruption, vulnerability, virus or security incident which:

- i. may affect the Equipment, Services or Software;
- ii. may affect the Company's network and information systems such that it could potentially affect the Customer; or
- iii. is reported to the Company by the Customer

"Intellectual Property Rights"

Copyrights, patents, database rights, domain names, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

"Managed Services"

(Also incorporating **IT Support Contract**) A proposal for a contract for support, upkeep, monitoring, management and maintenance Services relating to, but not limited to, the Customer's IT and communications to be provided in accordance with the terms of this Agreement (set out in one or more schedules of this Agreement) which is provided to the Customer for approval.

"Material"

Text, graphics, images, sound, video or any combination thereof.

"Netiquette"

Generally accepted standards of conduct relating to use of the Internet including, without limitation, not sending unsolicited mass e-mail, not impersonating another person, and not misrepresenting oneself to

have authorisation from another person when one does not.

"Other Equipment"

The products, materials, equipment, devices, licenses, subscriptions, cloud services, cloud apps, hardware or software NOT provided to the Customer by the Company, but sourced through a third party, used in the provision of your IT and phone systems which may or may not be itemised in a Contractual Document or a schedule to this Agreement.

"Phone System"

The products, materials, equipment, devices, licenses, subscriptions, hardware and software which form the components necessary to provide Telephony (including VoIP) Services.

"Price List"

A list of the Company's prices for each of the Services as available from the Company by email on request.

"Quotation"

A written statement, agreed between the Company and the Customer which sets out, amongst other things, the Services and/or Equipment which the Company has agreed that it shall supply to the Customer on the basis of the terms and conditions set out in this Agreement, and which is either attached to this Agreement, emailed to the Customer, provided through an online quotation and/or signature platform or elsewhere.

"Relevant Legislation"

Laws relating to data protection and any laws governing Inappropriate Material.

"Sale of Goods Act"

The Sale of Goods Act 1979.

"Server"

The computer server equipment operated by the Company in connection with the provision of the Services.

"Service Level Agreement"

The standards of service set out in Schedule 10 of this Agreement.

"Service Order"

A form for the order of Services to be provided in accordance with the terms of this Agreement, which is to be completed and returned to the Company by the Customer.

"Services"

The products, materials, equipment, devices, phone system, phone lines, VoIP services, internet access, connectivity, services, labour, personnel, consultation, technical support, managed services, licenses, subscriptions, cloud services, cloud apps, hardware or software identified in a Contractual Document or a Schedule hereto to be provided by the Company to the Customer pursuant to these terms and conditions and any others specified by the Company on such Quotation.

"Site"

(Also incorporating **Service and/or Delivery Address**) Means a location at which the Company agrees to provide or deliver any Service or Equipment.



"Software"

Software supplied by the Company to the Customer as part of this Agreement, which may be installed on any item of Equipment or provided separately for use on any Equipment, or any hardware supported by the Company as specified in a Contractual Document.

"Specification"

A statement of Equipment and/or particular Services to be provided by the Company to the Customer, which may be agreed between the two parties and feature as a Schedule to this Agreement.

"Technical Support Services"

The provision by the Company of Services relating to the provision of, but not limited to, IT and communications as set out in a Contractual Document as set out in one or more schedules of this Agreement.

"Telephony (including VoIP) & Internet Services"

The provision by the Company of Services relating to the provision of, but not limited to, telephony, broadband and internet as set out in a Contractual Document and further defined in Schedule 9.

"Third Party Services"

Any services which the parties may agree in writing are to be designated as such in a Contractual Document.

"User"

Any specific individual, employee, owner or director of the Customer permitted to use the Equipment, Other Equipment, Services and/or Telephony Services

"Website Hosting"

The provision by the Company of remotely hosted services for the Customer (as described more particularly in a Contractual Document or a Schedule to this Agreement), which may include but is not limited to, web hosting, provision of cloud services, and virtual desktop solutions.

"Website"

A website on the World Wide Web.

2. THE QUOTATION

- 2.1. Subject to clauses 4.2 and 4.3 and payment of the Fees the Company agrees to supply to the Customer the Services set out in the Quotation.
- 2.2. The Customer agrees that any Services or Fees set out by the Company in any previous quotations or documentation provided to the Customer (save for the Price List) are not a part of this Agreement and shall have no bearing on its construction.
- 2.3. All prices stated in the Quotation are exclusive of any costs of delivery or installation, which shall be charged separately, either as set out specifically in the Quotation or on a time and materials basis based on the Company's then current Price List.
- 2.4. For the avoidance of doubt, a Quotation shall not be a Contractual Document until it has been accepted by the Customer. A Quotation shall only be deemed to have been accepted by the Customer once written or electronic notification of its acceptance by the Customer has been sent to and received by the Company.

3. PAYMENT, PRICING AND DEPOSIT

- 3.1. All prices, charges, fees, or other sums which may appear in the Quotation or Price List are exclusive of VAT. Where VAT is chargeable, the payment of VAT shall be the responsibility of the Customer and shall be charged in addition to the Fees at the prevailing rate.
- 3.2. In consideration for the payment of the Fees calculated correctly in accordance with the Price List by the Company at the time of the completion of a Quotation, the Company agrees to provide the Services with effect from the Commencement Date. The Company shall invoice for the Services monthly, quarterly, or annually as set out in the Quotation and the charge for Services will be rounded up to the next whole unit in legal tender.
- 3.3. The Customer shall be liable for all charges arising from use of the Services by any person utilising the Services with or without the Customer's authorisation) whether fraudulently or improperly using the Services until such time as the Customer has notified the Company of any unauthorised use of the Services.
- 3.4. The Customer agrees to make payment for the Services as follows:-
 - 3.4.1. by debit or credit card payment at the time of making the order if the Customer places its order online; or
 - 3.4.2. by payment of an invoice within 7 (seven) days of the invoice date if the Customer places its order by email or post, or if the Customer receives an invoice from the Company prior to the date of delivery of the Services; or
 - 3.4.3. if neither clause 3.4.1 or 3.4.2 applies, no later than the date on which delivery and set-up of the Services takes place.
 - 3.4.4. All invoices received by the Customer for Services rendered by the Company after the delivery and set-up of the Services has taken place are payable within 7 (seven) days of the invoice date.
- 3.5. If the Customer fails to make payment within 7 days of the invoice date, the Company reserves the right to:
 - 3.5.1. suspend or cancel any future deliveries;
 - 3.5.2. cancel or withdraw any form of discount, special pricing, or credit extended to the Customer;
 - 3.5.3. suspend provision of any Services to which the outstanding payment relates.
- 3.6. If the Customer fails to pay any invoice which is due and payable under this Agreement, the Company shall be entitled to charge interest on a daily basis on the overdue amount and on outstanding interest from the date of such failure until payment (both before and after judgment) at an annual rate 4% above the base rate for the time being in force of HSBC Bank plc. The Company reserves the right to charge additional administrative costs incurred by the Company in pursuing late payers.
- 3.7. Non-delivery or non-performance of services by any third party other than the Company's sub-contractors shall not give the Customer any right to delay any payment to the Company or to make any claim whatsoever against the Company.
- 3.8. If the Company does not receive payment in full within 28 (twenty-eight) days of the date of an invoice, it may terminate this Agreement as regards any Service without liability or further obligation to the Customer.
- 3.9. In the circumstances of clause 3.5 and/or clause 3.8, Service cancellation fees may apply including, but not



- limited to, Service charges up to the end of any applicable minimum term as shown in the Quotation. If the Customer wishes to re-activate or un-suspend Services, the Company reserves the right to levy a charge, at its own discretion, to cover any administration costs as well as charges imposed by any third party in relation to the suspended or terminated Services. Services shall remain suspended or terminated until the outstanding invoices plus the further charges are paid in full;
- 3.10. In the event of any error or omission in an invoice for any period, the Company may issue a corrective invoice at a later date, but no later than twelve months after the relevant invoice date.
- 3.11. If this Agreement is terminated in accordance with clause 3.7 then the Company shall have the right to be paid by the Customer a sum equal to the value of any Equipment which the Customer fails to return to the Company in good working condition within 7 (seven) days of such termination.
- 3.12. If the Customer is a Business Customer and has an Approved Business Credit Account, it agrees that the Company may withdraw or reduce its credit limit, or alter its due payment date, at its sole discretion.
- 3.13. The Company may review and adjust its charges for the Services from time to time (including on an annual or more frequent basis) to reflect increases in the cost of providing the Services, including (but not limited to) inflation, wholesale provider costs, or regulatory changes.
- 3.13.1. The Company may increase its charges at any time after the first twelve (12) months following the Commencement Date. Further increases may occur once in any twelve (12) month period, unless additional increases are justified by wholesale, regulatory, or other external cost changes beyond the Company's control.
- 3.13.2. Any such increase may be by a percentage equal to the higher of:
- a) 3%; or
 - b) the highest of the UK Consumer Prices Index (CPI), Retail Prices Index (RPI), or GDP Deflator Index,
- each relevant index measured over the most recent twelve-month period published by the Office for National Statistics (or any successor body). If any such index ceases to be published, the Company shall use the most comparable successor index.
- 3.13.3. Increases made under clause 3.13.2 shall take effect automatically and shall not require prior notice to the Customer.
- 3.13.4. The Company may also increase charges beyond the limits set out above by giving not less than thirty (30) days' written notice (which may be by email or publication on the Company Website). If such an increase exceeds the limits in clause 3.13.2 and takes effect during a Minimum Term, the Customer may terminate this Agreement by giving ninety (90) days' written notice. Early Termination Charges shall continue to apply as set out in clause 14.9.
- 3.13.5. The Company may adjust its charges to reflect an increase in the costs incurred by the Company from its third-party suppliers or wholesale providers in connection with the provision of the Services. Such increases ('Wholesale Cost Increases') shall take effect automatically without the requirement to provide prior notice to the Customer, provided that the increase is proportionate to the increased cost incurred by the Company.
- 3.13.6. For the avoidance of doubt, any increases applied under clauses 3.13.2 or 3.13.5 shall apply during any Minimum Term or Extended Term and shall not be deemed a breach of a fixed-term or fixed-price agreement.
- 3.13.7. Where the Customer orders additional Services, users, licences, or sites, the charges for such additions shall be subject to the same review and increase cycle as set out in this clause, and the no-increase period in clause 3.13.1 shall not restart for those additions.
- 3.13.8. Nothing in this clause shall oblige the Company to reduce its charges if the published indices or supplier costs decrease.
- 3.14. For the purposes of this Agreement, time of payment is of the essence.
- 3.15. The Company may at any time before or after the provision of the Services require the Customer to provide a deposit as security against any charges arising from the use of the Services. The Company shall notify the Customer when and how the deposit will be offset against any outstanding sums due under this Agreement, including interest charges. Any remaining balance of the deposit will be returned to the Customer upon satisfactory completion of the Agreement.
- 3.16. Any deposit held by the Company will not accrue interest whatsoever although any deposit (or part thereof) which is held by the Company for over one year and which is subsequently repaid to the Customer may, at the Company discretion, attract interest at an amount determined by the Company.
- 3.17. Once an order is placed and accepted by the Company, cancellation may only be permitted at the Company's discretion. The Customer acknowledges that cancellation of in-process orders, whether or not the items or services have been delivered, will result in the Customer being liable for all costs reasonably incurred by the Company up to the point of cancellation. This includes, but is not limited to:
- a) Items ordered from third-party suppliers;
 - b) Administrative and processing fees;
 - c) Labour or preparatory work undertaken to fulfil the order;
 - d) Non-refundable charges incurred with third parties.
- In some cases, cancellation fees may reflect the total amount payable over the minimum term of the Agreement, where such costs represent the actual expenses incurred by the Company for items or services ordered or arranged on the Customer's behalf. This clause applies to all orders under this Agreement, irrespective of the stage of fulfilment or delivery, and is intended to reflect the Company's reasonable costs and expenses.
- #### 4. SERVICE LEVELS
- 4.1. Subject to clauses 4.2 and 4.3 the Company shall provide the Services in all material respects in accordance with the terms of this Agreement and its Schedules. Where this Agreement includes a Service Level Agreement, the Company shall comply with its terms in all material respects.
- 4.2. Where the Company is prevented from supplying the Services, delivering the Equipment, or complying with the Service Level Agreement as a result of any act or omission or delay by the Customer the effect of which is materially to prejudice the ability of the Company to perform its



obligations in accordance with this Agreement, then the Company shall be granted an extension of time to perform its relevant obligations under this Agreement equal to the length of delay caused by the act, omission or delay of the Customer.

- 4.3. In the event that the Customer's actions or omissions delay or prevent the Company from fulfilling its obligations hereunder, the Company may charge the Customer for any resultant additional effort at its then current charging rates or as indicated on the Price List.
- 4.4. Any Services, support, assistance, labour or work carried out by the Company at the Customer's request, or which is reasonably required, outside Business Hours shall be classed as out of hours services. Out of hours services are not included within standard service provision unless expressly stated in a Contractual Document and shall be chargeable at the Company's then-current out of hours rates as set out in the Price List, or as otherwise agreed in writing. Charges shall be calculated on a time and materials basis unless expressly agreed otherwise.

5. DELIVERY

- 5.1. The estimated time and date, or dates, for delivery and set-up of the Services is stated in the Quotation.
- 5.2. If the Customer is a Consumer then it agrees that the estimated time of delivery is only an estimate and that the Company's delivery staff may arrive earlier or later than stated depending on their workload and on any complications which may arise on the day of delivery.
- 5.3. If the Customer is a Business Customer then it agrees that the estimated date of delivery is only an estimate and that the Company shall not be bound to deliver or set-up the Services on that date. If the Company is unable to deliver and set-up the Services on the date stated in the Quotation then it will notify the Customer on or before that date and both parties shall in good-faith agree an alternative date for delivery and set-up.
- 5.4. The Customer agrees that it shall prepare its premises for the delivery and set-up of the Services as reasonably directed by the Company.
- 5.5. The Company shall have no liability to the Customer for any loss or damage caused, or any delay, impairment, or detriment to the Services or their availability as a result of the Customer's failure to comply with clause 5.4.
- 5.6. The Customer shall be liable to the Company in full and without limitation for any loss or damage caused to the Company, its employees, contractors or agents, as a result of the Customer's breach of clause 5.4.
- 5.7. The Company may refuse to deliver and/or set-up the Services where it reasonably believes that it would be unsafe, unlawful, or unreasonably difficult to do so, or where the Company determines that the Customer's premises are unsafe and/or unsuitable to be accessed by the Company's delivery vehicle.
- 5.8. The Company shall have no liability to the Customer for any failure to deliver or set-up the Services as a result of it refusing to do so pursuant to clause 5.7. Where the Company refuses to deliver or set-up Services pursuant to clause 5.7 then the Company and the Customer shall in good faith agree an alternative date for delivery and the Company shall, pursuant to the terms of clause 5.4, indicate to the Customer the preparation that needs to be made in order for such delivery and set-up to be practicable.
- 5.9. Subject to clause 4.2, if the Company is unable to deliver or set-up the Services within 90 (ninety) days of the date of delivery stated in the Quotation then the Customer may terminate this Agreement. In such circumstances the Customer shall be entitled to a full refund of any sums paid to the Company in advance of the scheduled delivery but agrees that payment of such sums to it by the Company shall be regarded as full and final settlement of any claim that it may have against the Company as a result of such termination.
- 5.10. By accepting delivery of goods or set-up of the Services after the estimated delivery date you forfeit and waive any potential claim against the Company for delay (including but not limited to any claim you may have for indirect or consequential loss or increase in the price of the goods).
- 5.11. The Equipment and any other goods are the responsibility of the Customer from the time of delivery.
- 5.12. Business Customers: You must inspect the Equipment and any other goods on delivery. If any items are damaged (or have not been delivered), you must write to tell us within three working days of delivery. You must give us (and any carrier) a fair chance to inspect the damaged items.
- 5.13. Consumers: You must inspect the Equipment and any other goods on delivery. If any items are damaged (or have not been delivered), you must write to tell us within fourteen working days of delivery. You must give us (and any carrier) a fair chance to inspect the damaged items.

6. EQUIPMENT

- 6.1. All Equipment is the property of the Company and no title or rights in it shall transfer to the Customer until, where applicable, the Equipment has been paid for in full. If Equipment is lost or damaged beyond fair wear and tear, the Customer shall bear the full cost of replacement or repair. The Customer shall not make any attempt to sell, lease, lend, or otherwise transfer the Equipment to any other party.
- 6.2. If the Customer is a Business Customer then it shall have the opportunity to inspect the Equipment on delivery and shall be deemed to have accepted the Equipment if it does not notify the Company of any missing, damaged or defective items within three days of delivery.
- 6.3. The Customer shall prepare the Site in accordance with the Company's reasonable requests.
- 6.4. Prior to installation of the Equipment the Customer shall obtain all necessary consents including without limitation, easements, licences, consents or permissions for any uses, access or necessary alterations to third party property.
- 6.5. The Customer warrants that it will store all Equipment securely and safe from any damage and/or unreasonable wear and tear. The Customer shall not remove from the Equipment any markings or labelling which indicate that it is the property of the Company and shall store all Equipment so that it is clearly identifiable as the property of the Company.
- 6.6. The Customer shall provide without charge or cost to the Company appropriate equipment space, ducting, environment and continuous stable electrical power to install and maintain the Equipment at its Site and to enable the Company to provide the Services.
- 6.7. The Customer shall be responsible for restoring the condition of the Site including any redecoration that may be required after installation of the Equipment is completed.
- 6.8. If the Customer is a Business Customer it undertakes that it has in place, or shall obtain, an insurance policy which shall cover the cost of any loss of or damage to the Equipment.



- 6.9. If the Customer is a Consumer, it warrants that it has in place a comprehensive policy of household and contents insurance, or similar analogous policy, in respect of the premises on which the Equipment will be stored and used.
- 6.10. The Customer agrees that it shall provide access to the Company's employees and contractors to inspect the condition of the Equipment on such occasions as the Company may reasonably request from time to time, and to collect the Equipment after the termination or conclusion of this Agreement.
- 6.11. Upon termination of this Agreement, the Customer will at the Company's option, either ensure that the Company is allowed prompt access to all relevant premises to remove the Equipment or procure that the Equipment is returned to the Company, within 14 (fourteen) days of the Company's request. If the Customer fails to allow access for the removal of the Company Access Equipment, Broadband Customer Equipment or CPE, as required pursuant to this clause 6.11, the Customer will pay all of the Company's costs in recovering the Equipment. If the Customer prevents the Company from recovering the Equipment or the Equipment is, in the reasonable opinion of the Company, damaged (beyond fair wear and tear) the Customer shall pay to the Company on demand a sum equal to the market value of the Equipment.

7. SOFTWARE LICENCES

- 7.1. The Customer agrees to be bound by the terms of any licence governing any third-party software or Software as a Service (SaaS) product supplied by the Company, including cloud-based services, apps, portals, or other products. The Customer also agrees to comply with updates or modifications to such licences. The Customer undertakes to familiarise itself with such terms before using the software.
- 7.2. Where the Company supplies the Customer with any Software, or where any Equipment uses any particular Software as part of its operation, the Customer acknowledges that it shall acquire no Intellectual Property Rights in the Software. Save where otherwise specified by a relevant software licence, provision of Software to the Customer by the Company shall grant the Customer a licence to use the Software only on the Equipment on which it is provided, or on which the Company directs the Customer that it may be used, and solely for the purpose of using that Equipment in accordance with the terms of this Agreement.
- 7.3. Save where otherwise permitted by a relevant software licence, the Customer shall not grant or purport to grant any licence to use the Software to any other party, nor shall the Customer attempt to decompile, interrogate, reproduce or otherwise interfere with the Software in any way not specifically permitted by law.
- 7.4. Unless otherwise agreed in writing, all Intellectual Property rights in any software, content, or materials created or provided by the Company in the course of providing services remain vested in the Company.

8. SPECIFICATIONS

- 8.1. If the Customer has received a Specification from the Company then the Company warrants that the Equipment will comply in all material respects with the description of the Equipment to be provided to the Customer contained in that Specification.
- 8.2. The Customer accepts that the Company shall have absolute discretion to choose the Equipment to be provided to the Customer and that the exact Equipment

provided may not be the same as that stated in the Specification.

- 8.3. The Company shall have the right to vary or amend any Specification without providing advance notice to the Customer where it is obliged to do so by a relevant statute, regulatory instrument, court order, or any other legal obligation. Where such changes are necessary, the Company shall notify the Customer of any changes as soon as reasonably practicable.
- 8.4. The Customer accepts that any estimates of performance contained in a Contractual Document are provided for information purposes and that no information or representation made in any Specification shall constitute any form of warranty or guarantee made by the Company. All Intellectual Property Rights contained in Specifications shall belong to the Company and the Customer shall have no licence to copy, redistribute, or otherwise exploit any such Intellectual Property Rights for any commercial or non-commercial use.

9. CANCELLATION RIGHTS OF CONSUMERS

- 9.1. If the Customer is a Consumer, they have the right to cancel the Services within 14 days of placing the order without penalty, except for costs incurred for any work or services already provided by the Company or third-party providers. If the Services have already commenced or if there are any non-refundable third-party costs incurred prior to cancellation, including installation or delivery costs, the Customer will be liable for those costs up to the point of cancellation:-
- 9.1.1. The Customer may cancel any order for Services at any time before the start date for the Services by contacting the Company. the Company will confirm the cancellation in writing.
- 9.2. If the Customer cancels an order pursuant to the terms of 9.1.1 and has made any payment in advance for Services that have not been provided by the Company, then the Company will refund those sums.
- 9.3. If the Customer cancels an order for Services under clause 9.1.1 and the Company has already started work on providing the Services by that time, the Customer will pay the Company any costs that the Company has reasonably incurred in starting to fulfil the Customer's order. Such charges will be deducted from any refund that is due to the Customer, or if no refund is due invoiced to the Customer. the Company will tell the Customer what these costs are when contacted by the Customer.

10. NON-SOLICITATION

- 10.1. In order to protect the legitimate business interests of the Company, the Customer covenants with the Company that it shall not (except with the prior written consent of the Company):
- 10.1.1. attempt to solicit or entice away; or
- 10.1.2. solicit or entice away,
- from the employment or service of the Company the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the Company.
- 10.2. The Customer shall be bound by the covenant set out in clause 10.1 during the term of this agreement, and for a period of 12 (twelve) months after termination or expiry of this agreement.
- 10.3. For the purposes of this clause 10, a Restricted Person shall mean any firm, company or person employed or engaged



by the Company during the term of this agreement who has been engaged in the provision of the Services or the management of this agreement either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

11. INDEMNITY

11.1. The Customer hereby agrees fully to indemnify, keep indemnified and hold harmless the Company, its officers, employees, agents, sub-contractors and affiliated companies from and against any and all costs, claims, losses, damages and expenses (including, but not limited to, legal fees) sustained or incurred by the Company or any of its officers, employees, agents, sub-contractors or affiliated companies directly or indirectly and in any jurisdiction as a result of:-

- 11.1.1. any breach of any of the warranties given by the Customer in this Agreement;
- 11.1.2. otherwise howsoever arising out of the provision by the Company of any Service hereunder unless on account of breach of contract or negligence by the Company;
- 11.1.3. any breach by the Customer of any of its obligations in this Agreement;
- 11.1.4. any claim or action brought against the Company for alleged or actual infringement of third-party intellectual property rights arising from the Customer's use of the services or content provided by the Company; and/or
- 11.1.5. the Customer's misuse of the services, failure to comply with third-party service agreements, or violation of intellectual property or data protection laws, including any claims arising from such misuse or non-compliance.

12. CUSTOMER AUTHORISATION, OBLIGATIONS AND DATA PROTECTION

- 12.1. The Customer hereby appoints the Company to act on its behalf in conjunction with the provision of the Services.
- 12.2. The Customer acknowledges and accepts that it alone is responsible for the cybersecurity of the Customer's IT and Phone System and shall use all reasonable endeavours to implement security systems, policies and procedures designed to minimise the risk of cybersecurity breaches, including those suggested by the Company.
- 12.3. The Customer acknowledges and accepts that to enable the Company properly to provide the Services it must co-operate with the Company as required by the Company and, in particular:-
 - 12.3.1. The Customer shall be responsible for providing the Company with all information relevant to the supply of the Equipment and the provision of Services (as the case may be) within sufficient time to enable the Company to duly perform the Services and comply with the terms of this Agreement
 - 12.3.2. Without limitation to the generality of clause 12.3.1, the Customer shall be responsible for ensuring that the details (including where applicable any drawings, sketches, specifications, descriptions or other instructions) provided to the Company on which the Company has relied to prepare the Quotation are accurate and fully describe the Customer's requirements and the Customer shall be liable in respect of any liability, loss, injury, damage, demand, claim, cost charge

or expense which may be incurred or sustained by the Company by reason of or arising directly or indirectly out of or in respect of any inaccuracy in respect of any such drawings, sketches, specifications, descriptions or other instructions in relation thereto, or where the compliance with any such any drawings, sketches, specifications, descriptions or other instructions by the Company constitutes the infringement of the intellectual property or other rights of another person.

12.3.3. The Customer must provide the Company with accurate details of its e-mail and physical addresses and promptly notify the Company in writing of any alterations thereto from time to time;

12.3.4. Obtain the consent of individuals whose personal data is to be provided to the Company and that for the purposes of data protection legislation the Company will be the data processor and the Customer the data controller.

12.4. The Company shall act as a Data Processor, and the Customer as a Data Controller, in compliance with the UK GDPR and Data Protection Act 2018. The Company shall implement appropriate security measures to protect personal data and notify the Customer without undue delay after becoming aware of a personal data breach affecting the Customer's personal data. Unsuccessful attempts or events that do not result in the compromise of personal data shall not require notification.

12.5. The Customer is responsible for ensuring the security of its systems and data. The Company will not be liable for any data breaches or unauthorised access resulting from the Customer's failure to implement appropriate security measures, comply with data protection laws, or any breach caused by third-party systems not controlled by the Company.

12.6. The Customer grants the Company general written authorisation to engage sub-processors (including affiliated companies, hosting providers, software vendors and providers of AI models, tools and platforms) to process personal data on its behalf in connection with the Services. The Company's current sub-processors are listed on the Company Website, where notifications of changes are also made available. The Company shall give notice of any new or replacement sub-processor by posting the change on the Company Website, and such posting shall constitute written notice to the Customer. Unless the Customer objects in writing on reasonable data protection grounds within 14 days of the change being posted, the change shall be deemed approved. For the avoidance of doubt, changes to the AI models, model versions, tools or features provided by an existing sub-processor do not constitute a new or replacement sub-processor and do not require notice. The Company shall impose on each sub-processor data protection obligations materially equivalent to those set out in this clause 12 and shall remain responsible for their performance.

12.7. The Customer acknowledges and agrees that the Company may use artificial intelligence and machine learning models, tools and systems (including those provided or hosted by third parties) to process Customer data, including personal data: (a) where the Customer requests or instructs such processing; and (b) otherwise within the Company's approved systems for the purposes of providing, supporting, securing and improving the Services. All such processing shall be carried out in compliance with applicable data



protection legislation and subject to appropriate technical and organisational measures. This clause constitutes the Customer's prior authorisation and documented instruction for such processing and no further consent or approval shall be required.

- 12.8. The Customer authorises the processing of personal data in the United Kingdom and in any other territory. Where any sub-processor or system engaged under clauses 12.6 or 12.7 processes personal data outside the United Kingdom, the Company shall ensure appropriate safeguards are in place as required by the UK GDPR, including adequacy regulations or other approved transfer mechanisms.
- 12.9. This Agreement constitutes the Customer's complete and documented instructions to the Company for the processing of personal data. Any additional or alternative instructions must be agreed in writing and may be subject to additional charges at the Company's standard rates.
- 12.10. The Customer warrants that it has established a lawful basis for, and where required has obtained all necessary consents to, the processing of personal data under this Agreement, and that its instructions to the Company comply with data protection legislation. The Customer shall indemnify the Company and keep it indemnified against all claims, fines, penalties, costs, damages and losses (including reasonable legal fees) arising from any breach of this warranty or from processing carried out in accordance with the Customer's instructions.
- 12.11. As Data Controller, the Customer is solely responsible for responding to requests from data subjects and for compliance with its own obligations under data protection legislation. The Company shall provide such reasonable assistance as is required of it by law, taking into account the nature of the processing and the information available to it, and may charge for such assistance at its standard rates.
- 12.12. The Company shall ensure that persons authorised by it to process personal data are subject to appropriate obligations of confidentiality.
- 12.13. On termination or expiry of this Agreement the Company shall, at the Customer's written election made within 30 days of termination, delete or return the Customer's personal data, save that the Company may retain personal data to the extent required by law and in routine backups until overwritten in the ordinary course of business, provided such data remains protected in accordance with this clause 12. If no election is made within 30 days, the Company may delete the data.
- 12.14. The Company shall make available to the Customer such information as is reasonably necessary to demonstrate compliance with this clause 12. Any audit or inspection by the Customer shall be limited to once in any 12-month period, on not less than 30 days' written notice, conducted during normal business hours without disrupting the Company's operations, shall so far as possible first be satisfied by the Company's written responses or existing certifications, and the Customer shall bear all costs of any audit, including the Company's time at its standard rates.
- 12.15. The Company may create anonymised and aggregated data from Customer data and may use such data for any lawful purpose, including improving its services, systems and AI models, both during and after the term of this Agreement. Anonymised and aggregated data does not constitute personal data and all rights in it shall belong to the Company.

13. WARRANTIES AND LIABILITY

- 13.1. All implied conditions, warranties, and terms (whether express or implied by statute, common law, custom, or otherwise) are hereby excluded to the fullest extent permitted by law. This does not affect the statutory rights of Consumers under the Consumer Rights Act 2015, where applicable.
- 13.2. The Company warrants that, so long as the Customer complies with its obligations under clauses 5, 6 and 12 of this Agreement that the Equipment will be free from material defect at the time of delivery.
- 13.3. The Company makes no warranty that the Equipment will remain free from material defect after delivery. the Company makes no warranty that the Equipment or any constituent part of it will function, perform, or provide any particular service or feature that is not specifically guaranteed by its respective manufacturer.
- 13.4. Where Equipment is in breach of a warranty provided by the Company then the Customer agrees that the Company shall have sole discretion as to whether it elects to replace or repair the relevant element of the Equipment, or provide a refund in respect of that element of the Equipment. Such replacement or repair shall be the Customer's sole remedy for any breach of warranty and the Customer agrees that it shall accept the same in full and final settlement of any claims that it may have against the Company.
- 13.5. Nothing in this clause 13 shall have the effect of negating any rights which a Customer that is a Consumer may be entitled to assert under the terms of the Sale of Goods Act, the Supply of Goods and Services Act, or the Consumer Contracts Regulations.
- 13.6. The Company makes no warranties or representations that any Service will be uninterrupted or error-free. The Customer accepts all Services provided hereunder "as is" without warranty of any kind.
- 13.7. The Customer acknowledges that the Services may be enabled by services provided by third parties and the Company does not and cannot control the services provided by third parties, or influence the resolution (or otherwise) of deficiencies in the services of third parties, or control any deficiencies relating to the rate of flow of data to or from our network and other portions of the internet. At times, the state of third party services is affected by factors including actions or omissions by persons with criminal or mischievous intent and these can impair or disrupt services and connections to third party services and the internet (or portions thereof). Although we will use commercially reasonable efforts to take actions we deem appropriate to remedy and avoid such events, we cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability resulting from or related to such events.
- 13.8. The Company shall not be liable for any services or products to be supplied by any third party and makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to cybersecurity breaches caused by third party software or services (including but not limited to instances where such third party software has been installed, propagated or recommended by the Company.)
- 13.9. The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its directors, officers, employees, agents or subcontractors) to the Customer in respect of:
 - 13.9.1. any breach of its contractual obligations arising under this Contract; and



- 13.9.2. any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement. And the customer's attention is in particular drawn to the provisions of this clause 13.
- 13.10. The Company shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with:
- 13.10.1. any breach of this Agreement by the Customer; or
- 13.10.2. any act, misrepresentation, error or omission made by or on behalf of the Customer; or
- 13.10.3. failure to comply with statutory regulations, or local by-laws, or the fulfilment of any special regulations affecting the Customer.
- 13.11. The Company will not be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by the Customer or for any wasted management time, failure to make anticipated savings or liability of the Customer to any third party arising in any way in connection with this Agreement or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.
- 13.12. Without prejudice to clause 13.6 the Company shall not be liable for any interruptions to the Service or outages arising directly or indirectly from:-
- 13.12.1. interruptions to the flow of data to or from the Internet;
- 13.12.2. changes, updates or repairs to the network or software which it uses as a platform to provide the Service subject to the Company striving to minimise the interruptions/outages that may be caused by such change;
- 13.12.3. the effects of the failure or interruption of Service provided by third parties;
- 13.12.4. factors outside of the Company's reasonable control;
- 13.12.5. any actions or omissions of the Customer (including, without limitation, breach of the Customer's obligations set out in the agreement) or any third parties;
- 13.12.6. problems with the Customer's equipment and/or third party equipment;
- 13.12.7. interruptions to the Service requested by the Customer.
- 13.13. Subject to the other provisions of this clause 13, the Company's entire liability in respect of :
- 13.13.1. any single event of default shall be limited to damages not exceeding the sums paid by the Customer to the Company for the Services pursuant to this Agreement in the preceding three month period; and
- 13.13.2. in the case of all multiple events of default or a series of connected events of default occurring in any twelve month period shall be limited to twice the sums paid by the Customer to the Company for the Services pursuant to this Agreement in the preceding three month period; and
- 13.13.3. all events and claims (regardless of the number or nature of the events and claims) in connection with this Agreement in respect of any loss howsoever arising (whether such claim arises in contract or in tort) shall not exceed a sum equal to one million pounds (£1,000,000).

- 13.14. The Company shall have no liability to the Customer in respect of any claim unless the Customer shall have served notice of the same upon the Company within 6 (six) months of the date the Customer became aware of the circumstances giving rise to the claim or the date when it ought reasonably to have become so aware.
- 13.15. None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of the Company, its employees or its sub-contractors.

14. TERM AND TERMINATION

- 14.1. The initial minimum term of this Agreement may be stated in the Quotation. If the Quotation does not show this information, the initial minimum term of this Agreement shall be 12 (twelve) months.
- 14.2. Thereafter it shall automatically renew for recurring 12 (twelve) month periods unless terminated by:
- 14.2.1. the Customer giving notice to the Company 90 (ninety) days prior to the date on which the next renewal of the term would take place; or
- 14.2.2. the Company giving 30 (thirty) days' notice to the Customer at any point during the term of this Agreement.
- 14.3. Where an additional Service or additional Equipment is purchased by a Customer during the term of this Agreement, the Customer accepts that it shall not be entitled to terminate this Agreement by giving notice as described above until 12 (twelve) months have elapsed from the date on which the new Services or Equipment was purchased from the Company.
- 14.4. The Company may terminate this Agreement by notice in writing to the Customer having immediate effect if:
- 14.4.1. the Customer is in breach of any of its obligations under this Agreement;
- 14.4.2. the Customer is a Business Customer and a resolution is passed for its winding up or a petition for its liquidation is presented; or
- 14.4.3. the Customer is a Consumer and a petition for bankruptcy is presented against it; or
- 14.4.4. a receiver or liquidator (where the Customer is a Business Customer) or (where the Customer is a Consumer) a trustee in bankruptcy is appointed over it or any of its assets; or
- 14.4.5. the Customer proposes or enters into any arrangement or composition with or for its creditors (including any voluntary arrangement).
- 14.5. In the event that any of the circumstances identified in clause 14.4 arises, the Company shall have the option to terminate this Agreement as regards all Services provided or to be provided or only as regards that Service or those Services in respect of which the breach is considered by the Company to have been committed; and,
- 14.6. In the event of termination the Company shall be entitled to retain any sums paid to it by the Customer hereunder and recover any sums due to it pursuant hereto whether invoiced or not at the date of termination.
- 14.7. The Company reserves the right to amend or replace this Agreement at any time by providing the Customer with at least 30 (thirty) days' prior notice. Such notice may be given by any written means, including by email or by publication of the amended or replacement terms on the Company Website, and publication on the Company Website shall constitute valid notice to the Customer for the purposes of this clause. The amended or replacement



- terms shall take effect on the date stated in the notice, and the Customer's continued use of the Services after that date shall constitute acceptance of them. If the proposed amendments are materially detrimental to and adversely affect the Customer, the Customer may terminate this Agreement within 90 (ninety) days of the notice by providing 90 (ninety) days' prior written notice to the Company, and during that period the amended or replacement terms shall not take effect until the termination period has passed, unless otherwise agreed in writing by the parties.
- 14.8. Notwithstanding clause 14.7, the Company may make changes to this Agreement which are administrative or non-material in nature, including corrections of typographical errors, changes to contact details, clarifications of existing terms, changes to formatting or clause numbering, and changes required to comply with any statute, regulation, court order or regulatory requirement, by publishing the revised terms on the Company Website. Such changes take effect on publication and do not require prior notice.
- 14.9. The version of this Agreement published on the Company Website from time to time is the version in force, save where the parties have agreed different terms in writing. The Company shall record the date from which each version takes effect and shall retain previous versions, which are available on written request.
- 14.10. If this Agreement is terminated by either party hereto, the Customer shall:
- 14.10.1. pay to the Company all arrears of charges howsoever arising together with any interest payable under this Agreement up to the date of termination;
 - 14.10.2. return to the Company all Equipment owned or provided by the Company and/or allow the Company access forthwith to the Customer's Site for the removal of any Equipment; and
 - 14.10.3. cease and have no right to use the Services and the Company Network and shall not attempt to make calls via the Telephony Services.
- 14.11. Early Termination Charges: In the event of the Customer terminating a Service during the Minimum Term or any Extended Term, then the balance of the rental and/or subscription which would have been paid for the remaining period of the Minimum Term or any Extended Term (as relevant and as stated in the Quotation) becomes payable immediately.
- 14.12. Certain services provided under this Agreement, including but not limited to Microsoft 365 licenses ("Annual Commitment Services"), operate on annual terms that automatically renew unless terminated in accordance with this clause.
- 14.12.1. The Customer acknowledges that termination of the Agreement at the end of the minimum or extended term does not relieve the Customer of liability for charges associated with Annual Commitment Services until their respective annual terms have concluded.
 - 14.12.2. If the Customer terminates the Agreement, they remain liable for all charges relating to Annual Commitment Services until the earlier of: (a) The end of the applicable annual term; or (b) A successful transfer of those services to the Customer or another provider, subject to the policies of the service provider (e.g., Microsoft).
 - 14.12.3. Charges for Annual Commitment Services will be calculated on a prorated basis if termination falls within an annual term, and the Customer will be invoiced accordingly.
 - 14.12.4. To avoid automatic renewal of Annual Commitment Services, the Customer must provide written notice of termination at least 90 days prior to the renewal date of such services.
 - 14.12.5. Failure to provide notice will result in the automatic renewal of the Annual Commitment Services, and the Customer shall be liable for all associated charges.
 - 14.12.6. Upon termination, the Company will use reasonable efforts to transfer Annual Commitment Services to the Customer or an alternative provider upon request, subject to third-party provider policies and applicable transfer fees.
 - 14.12.7. Any fees incurred in facilitating such a transfer will be charged to the Customer.
 - 14.12.8. In the event of a conflict between this clause and any other provision in the Agreement or related Schedules, the terms of this clause shall prevail in relation to Annual Commitment Services.
- 15. CONFIDENTIALITY**
- 15.1. Each of the parties agrees (subject to clauses 15.2 and 15.3) not to:
- 15.1.1. disclose any Confidential Information received from the other party; or
 - 15.1.2. make any use of any such Confidential Information other than for the purposes of performance of this Agreement.
- 15.2. Each party may disclose Confidential Information received from the other to its responsible employees, consultants, sub-contractors or suppliers who need to receive the information in the course of performance of this Agreement.
- 15.3. The confidentiality obligations under clause 15.1 shall not apply to any information which:
- 15.3.1. is or subsequently becomes available to the general public other than through a breach by the receiving party; or
 - 15.3.2. is already known to the receiving party before disclosure by the disclosing party; or
 - 15.3.3. is developed through the independent efforts of the receiving party; or
 - 15.3.4. the receiving party rightfully receives from a third party without restriction as to use.
- 16. FORCE MAJEURE**
- 16.1. "Event of Force Majeure" means an event which falls within one or more of the following categories:
- 16.1.1. epidemic or pandemic;
 - 16.1.2. riot, civil unrest, military action or terrorism;
 - 16.1.3. damage to or destruction of premises or equipment;
 - 16.1.4. earthquake, storm, flood or other natural disaster;
 - 16.1.5. deliberate sabotage of, or malicious damage to equipment or data (not attributable to the Company or any of its employees);



- 16.1.6. industrial action, strikes or lock-outs by employees of third parties (excluding suppliers or sub-contractors of the Company except where no substitute is reasonably available);
- 16.1.7. inability to obtain supplies of power, fuel, or transport;
- 16.1.8. cyberattacks, network disruptions caused by third-party providers;
- 16.1.9. actions of regulatory or governmental authorities that impact the Company's ability to perform its obligations under this Agreement;
- 16.1.10. exercise of emergency powers by any United Kingdom governmental authority whether national, regional or local.
- 16.2. Either party shall be released from its obligations (other than an obligation to pay money) to the extent that performance thereof is delayed hindered or prevented by any circumstances beyond its reasonable control.
- 16.3. The party claiming to be affected by an Event of Force Majeure shall not be entitled to invoke the provisions of this clause unless it fully performs the following obligations, namely:
 - 16.3.1. on becoming aware of any Event of Force Majeure which gives rise, or which is likely to give rise, to any failure or delay in the performance of its obligations under this Agreement, it notifies the other party by the most expeditious method then available, giving details of the Event of Force Majeure, the obligations on its part which are affected and its reasonable estimate of the period for which such failure or delay shall continue;
 - 16.3.2. it provides written confirmation and reasonable evidence of such Event of Force Majeure within 10 (ten) Business Days of notification under sub-clause 16.3.1; and
 - 16.3.3. it takes all reasonable steps to prevent, avoid, overcome and mitigate the effects of such Event of Force Majeure.
- 16.4. If a party is prevented from performing its obligations under this Agreement by an Event of Force Majeure which continues for more than 90 (ninety) days then either party shall be entitled to terminate this Agreement without liability to the other party forthwith on giving written notice of termination to the other party.

17. GENERAL

- 17.1. Subject always to clauses 2.4 and 17.3, the Contractual Documents and any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein. Nothing in this clause 17.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.

- 17.2. Details of the Customer, this Agreement and the conduct of the Approved Business Credit Account will be registered with a licensed credit reference agency. Such information may be used to help make credit decisions, fraud prevention or the tracing of debtors.
- 17.3. No change, alteration or modification to this Agreement shall be valid unless confirmed using the online quotation and/or signature platform.
- 17.4. If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.
- 17.5. The rights and obligations of the Customer under this Agreement are personal to the Customer and the Customer undertakes that it shall not, without the prior written consent of the Company, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.
- 17.6. The Company reserves the right to sub-contract any of the work required to fulfil its obligations hereunder.
- 17.7. The Company reserves the right to assign its rights and obligations under this Agreement. Any assignments will be notified to the Customer giving 30 days' notice, and the Customer may not unreasonably withhold consent to such assignments in cases where no material impact on services is anticipated.
- 17.8. Any notice given pursuant hereto may be served personally or sent by pre-paid registered letter or recorded delivery to the addresses given here above. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service or, when posted, 48 hours after the same shall have been put into the post correctly addressed and pre-paid. Notwithstanding the foregoing, where this Agreement expressly permits notice to be given by email or by publication on the Company Website, notice given by such means shall be valid and effective.
- 17.9. Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 17.10. Nothing in this Agreement shall give rise to any third party rights under the terms of the Contracts (Rights of Third Parties) Act 1999, and no party other than the Company or the Customer (and their permitted successors and assigns) shall have any rights under this Agreement or any ability, right or duty to enforce its terms.
- 17.11. Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 17.12. Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.
- 17.13. This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.



Schedule 1 – DOMAIN NAME REGISTRATION

1. Together with the terms contained in the main body of this Agreement to which this Schedule is subject, the terms set out in this Schedule identify the extent of the Domain Name Registration services provided by the Company and the Customer's obligations in relation thereto.
2. The Customer recognises and accepts that:-
 - 2.1. The Company reserves the right to reject any request by the Customer to register any particular domain name for any reason, or to discontinue processing such a request if the Company considers such application might expose the Company or the Customer to legal or other proceedings. Such rejection or discontinuance shall not be a breach of this Agreement and the Customer shall have no remedy against the Company for the exercise of its rights pursuant to this clause 2.1.
 - 2.2. Where the Company rejects or discontinues a request by the Customer to register any particular domain name, it may suggest an alternative domain name to the Customer but shall not be obliged to do so.
 - 2.3. The extent of the Company's service in relation to the registration of domain names is:-
 - 2.3.1. to forward the Customer's application to the appropriate Registry;
 - 2.3.2. to provide administrative support in securing the registration;
 - 2.3.3. to notify the Customer of the outcome of the application; and
 - 2.3.4. to process registry renewals on behalf of and at the cost of the Customer, unless otherwise instructed.
3. Subject to using its reasonable endeavours to contact the Customer prior to the domain name registration renewal date(s) the Company will have no involvement in, or responsibility for the Customer's use or retention of a domain name once registered.
4. For the avoidance of doubt and in addition to the provisions contained in the main body of this Agreement:
 - 4.1. under no circumstances shall the Company be liable for any loss of profit, business, revenue, goodwill, or anticipated savings suffered by the Customer due to the failure to obtain or loss of a domain name;
 - 4.2. the Company makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful because domain name registries retain the right at their discretion to register or refuse to register a domain name applied for by the Company on behalf of the Customer; and
 - 4.3. the Customer's use of the domain name once registered may be challenged by a third party; if so, or if any other dispute arises the procedures laid down by the relevant registry will apply and these may include the suspension or revocation of the Customer's application for a domain name or the registration of a domain name allocated to the Customer and the Company will have no responsibility or involvement in relation thereto.
5. It is the Customer's responsibility to pay the Company any and all renewal charges applied by the relevant registry in respect of each domain name registered by the Company on the Customer's behalf.
6. The registration of a domain name does not confer any legal rights to a name or its use and the Customer acknowledges that it may be bound by the terms and conditions of any domain name registry or other naming authority from which it purchases or licenses any rights in a domain name, and any disputes between the Customer and a third party are to be settled using

normal legal methods or in accordance with the dispute resolution rules of such registry. The Company will not be obliged to participate in, or offer any assistance to any party in the event of any such argument or dispute in any circumstances.

7. An application for the registration of a domain name cannot be treated as having been successful until the Customer is issued with a "Registration Certificate" from the relevant registry. The Customer is advised not to take any action in respect of a requested domain name until such a certificate has been issued to the Customer.
8. The Customer warrants to the Company that:-
 - 8.1. all information provided by the Customer to the Company is true and correct, and that any additions or alterations thereto in the future will also be true and correct;
 - 8.2. it has the legal right to apply for and use the domain name(s) as a Website address; and
 - 8.3. the domain name(s) and its use as a Website address do not and will not infringe the Intellectual Property Rights or any other rights of a third party.
9. The Customer acknowledges that the application process, registration and subsequent use of any domain name will be subject to the rules and policies from time to time of the relevant registry and the Customer agrees to abide by all such rules and policies. Accordingly, the Customer undertakes to read those rules and policies before applying for a domain name (copies are generally available from the relevant registry's Website and are available from the Company by email or post on request).
10. If the Company registers a domain name prior to payment of the registration fee by the Customer, the Company reserves the right to cancel such registration or restrict use of the domain name until payment has been received.
11. Where required, domain name cancellations must be applied for by the Customer in writing no later than 14 (fourteen) days prior to the next domain renewal date, otherwise automatic renewal fees will be charged to the Customer.
12. For all domain registrations relating to gov.uk domains, the Customer acknowledges that such registrations are subject to additional terms and conditions. These additional terms can be found at the following link: <https://www.gov.uk/guidance/additional-terms-for-govuk-agreements>. By proceeding with any gov.uk domain registration through the Company, the Customer agrees to comply with these terms as updated from time to time.

Schedule 2 – WEBSITE HOSTING

1. Together with the terms contained in the main body of this Agreement to which this Schedule is subject, the terms set out in this Schedule identify the extent of the Website Hosting services provided by the Company and the Customer's obligations in relation thereto.
2. The Customer will provide all material which the Customer wishes the Company to post on a Website in a condition which shall be "server-ready" and which requires no additional manipulation on the part of the Company. The Company shall be under no obligation to validate such Material for content, correctness, legality or usability.
3. The Customer recognises that using the Company's Website Hosting services requires a certain level of knowledge on the Customer's part in the use of Internet languages, protocols and software. The following examples are offered:
 - Web Publishing: requires a knowledge of HTML, PHP, ASP, SQL, properly locating and linking documents, FTPing Web content, graphics, sound, text, image mapping etc.



- CGI Scripts: requires a knowledge of the UNIX environment, Telnet, TAR and GUNZIP commands, Perl, CShell, permissions etc.
4. The Customer warrants that it has the necessary knowledge to manage its Website and is solely responsible for the legality, security, and compliance of all hosted content with applicable laws, including but not limited to intellectual property rights, data protection, and net neutrality.
 5. The Customer acknowledges and accepts that it bears sole responsibility, legal and otherwise, for the content of all Material appearing on its Website. For the avoidance of doubt, this clause shall apply to all Material, whether posted on the Customer's Website by or on behalf of the Customer (whether by the Company or a third party).
 6. The Customer warrants, represents and undertakes in relation to all Material (including any Material which it requests the Company to post on its Website) that:
 - 6.1. it is not Inappropriate Material;
 - 6.2. the Customer either has sole ownership of all Intellectual Property Rights in such Material in each jurisdiction from which the Website may be accessed and/or has obtained full and effective licence(s) from all relevant third parties allowing the Customer or a third party acting on behalf of the Customer to use the Material and to permit its dissemination worldwide.
 7. The Customer undertakes not to link to any Inappropriate Material from its Website.
 8. The Company shall retain the right at all times to refuse to post any Material and to suspend availability of the Website, place a prominent notice on the Website where an allegation of defamation or Intellectual Property Right infringement is made by a third party or place a link on the Website to another Website containing the alleged version of events and/or to remove any Material already appearing on the Website which in the opinion of the Company may under the laws of any jurisdiction from which it is possible to access the relevant Website:
 - 8.1. constitutes or would if posted constitute Inappropriate Material;
 - 8.2. breaches or would if posted breach Relevant Legislation or any other applicable regulations, standards or codes of practice (notwithstanding that compliance may not be compulsory); and/or
 - 8.3. harms or would if posted harm the reputation of the Company in any way.
 9. The Company's rights to suspend availability of the Customer's Website and/or remove content under clause 8 shall be without prejudice to the Customer's sole responsibility for content of the Website under clause 5 and to the warranties given by the Customer relating to that content in clause 6.
 10. Posting of Material by the Company on the Website shall not under any circumstances constitute a waiver of any of its rights in relation to such Material or of its rights in relation to any breach of the Customer's obligations under this Agreement.
 11. The Customer undertakes fully to virus-check all data supplied to the Company pursuant to this Agreement.
 12. To guarantee optimal performance of its servers, it is necessary for the Company to perform routine maintenance. Such maintenance often requires taking the Company Services off-line, typically performed during off-peak hours. the Company will give the Customer advance notice of maintenance requiring the Services to be taken off-line whenever possible by publishing a notice on the Company Website or by email.
 13. It is the Customer's responsibility to keep his/her password(s) confidential, and to change all passwords on a regular basis. the Company is not responsible for any data losses or security issues due to stolen passwords or any passwords that the Customer intentionally or accidentally discloses to any third party. the Company recommends that the Customer uses passwords that contain numbers and symbols in order to prevent unauthorised users from guessing commonly used choices (i.e. "12345", "password", etc.).
 14. Price is set by defining disk space, bandwidth use, email addresses, databases, server architecture, operating system and available features as set out in a Contractual Document. If the Customer exceeds its allocation of any of these measures as listed in a Contractual Document the Company reserves the right to levy additional charges for such excessive use.
 15. The Customer is responsible for software licensing for any dedicated or virtual server unless specified otherwise in the contract.
 16. All the Company's Website Hosting Service packages come with a specified web space allowance as per the contract, where no amount is specified this will be limited to 250MB of storage and 1GB of monthly bandwidth, provided that:
 - 16.1. your Material is linked into web pages;
 - 16.2. you do not use the Website Hosting Service as a backup of, or repository for, your Material;
 - 16.3. you maintain good housekeeping to maintain your Material; and,
 - 16.4. you comply with our Acceptable Use Policy
 17. The Website Hosting Service package you order includes the per calendar month bandwidth allowance applicable to that hosting package as this is set out on the service Quotation at the time of your order, if no amount is specified this is limited to 1GB. The Website Hosting Service you have ordered will be automatically suspended if this monthly bandwidth allowance is exceeded. If this happens, you have to upgrade your Website Hosting Service package to one which includes a higher monthly bandwidth allowance, or wait for the Website Hosting Service to resume at the start of the following calendar month.
 18. Unless the Website Hosting Service package you order includes a dedicated server, you will only be allowed to use a maximum of five (5) per cent of our server's processing capacity when using the Website Hosting Service package you order. At our absolute discretion, we may allow your usage to exceed this limitation, and we will speak to you about your hosting requirements if your usage has, or may have, a detrimental effect on our other customers.
 19. The Website Hosting Service package you order includes a limit of 10 mailboxes applicable to that hosting package. However, any mailboxes that have not been accessed for 100 (one hundred) clear days will be automatically deleted from our system.
 20. We shall be entitled to terminate the Contract, or suspend or terminate the provision of any individual Services, if you are in breach of our Terms of Website Use or our Acceptable Use Policy.
 21. If a problem has arisen with regard to the Services or your registered account, you can access support through our support ticket system 24 (twenty-four) hours a day, 7 (seven) days a week.
 22. Our support team will help resolve any problems you have with the Services you are receiving. We will not provide programming or development support to you, but, as part of our Website Hosting Services, our servers are compatible with many programming languages.
 23. You will have no right, title or interest in any Internet protocol address ("IP address") allocated to you, and any IP address allocated to you is allocated as part of the Website Hosting service you purchased and is not portable or otherwise transferable by you in any manner whatsoever.
 24. If an IP address is re-numbered or re-allocated by us, we shall use our reasonable endeavours to avoid any disruption to you.



25. You agree that you shall have no right, title or interest to any IP address upon expiry or termination of the Services, and that the acquisition by you of a new IP address following expiry or termination of the Services shall be solely your responsibility.

Schedule 3 – E-MAIL SERVICES (Including E-Mail Forwarding)

1. Together with the terms contained in the main body of this Agreement to which this Schedule is subject, the terms set out in this Schedule identify the extent of the E-Mail Services provided by the Company and the Customer's obligations in relation thereto.
2. The Customer undertakes that it will not (and will ensure that others under its control will not) via e-mail:
 - 2.1. transmit Inappropriate Material;
 - 2.2. infringe the Intellectual Property Rights of any third party;
 - 2.3. contravene Netiquette;
 - 2.4. make use of the Server to an extent or in a manner which in the Company's reasonable opinion is excessive, wasteful or otherwise to the detriment of the Company, any of the Company's customers or any other third party, including but not limited to "spamming" and "flaming".
3. When sending e-mail, the Customer acknowledges that it is responsible for complying with any Relevant Legislation.
4. The Customer acknowledges that the Company is not responsible for the security of the contents of e-mail sent or received by the Customer.
5. The Company will use its reasonable endeavours to provide reliable e-mail hosting and ensure that messages are routed accurately and promptly but does not accept any liability for non-receipt, non-delivery or misrouting of e-mail or any other failure of the e-mail system.
6. The Company's policy is to respect the privacy of e-mail messages sent, received, forwarded or otherwise dealt with by it and the Customer acknowledges that the Company will therefore not monitor, edit or disclose the contents of such messages unless the Customer requests that the Company accesses and amends the Customer's mailbox for purposes including but not limited to, maintaining or providing a 'spam filtering' or similar service, or where the Company is required to do so by law or competent authority or to protect the Company's rights and/or position.

Schedule 4 – DISASTER RECOVERY & BACKUP

1. Together with the terms set out in the main body of this Agreement, to which this Schedule is subject, the terms set out in this Schedule identify the extent of the Disaster Recovery & Backup services provided by the Company and the Customer's obligations in relation thereto.
2. Backup Services
 - 2.1. Where the Customer purchases a licence for software for the purposes of performing disaster recovery, business continuity and/or online backup functions, such licence shall be governed by the terms of the main body of this agreement and this Schedule, and shall run for the term specified in the relevant Quotation.
3. Provision of Software
 - 3.1. The Company shall provide to the Customer the Software set out in the Specification and any relevant Quotations.
 - 3.2. The Customer accepts that it shall be bound by the licence terms of any third party software with which it is supplied by the Company. The Customer agrees that it will read the terms of use of any such third party software with which it is supplied before using the software.

- 3.3. The Customer agrees that, in addition to its obligations to provide access to the Company for delivery of the Software set out in the main body of this Agreement, it shall have a duty to provide such access as the Company may reasonably require to maintain, update, or configure the Software from time to time for the duration of this Agreement.

- 3.4. Unless otherwise specified in a Contractual Document the Customer shall only use the software supplied by the Company for the purposes which the Company has advertised it to the Customer as being suitable. The Customer shall be responsible for all use of the software provided to it by the Company and shall only use the software as described in the relevant documentation supplied with it.

4. Provision of Backup Services

- 4.1. The Customer recognises that all software supplied by the Company to the Customer for the purposes of performing disaster recovery, business continuity and online backup functions is third party software to which clause 7 of the main body of this Agreement shall apply. The Customer agrees to be bound by the terms of any applicable end user licence agreements relating to such software that may apply.
- 4.2. Unless otherwise specified in the Quotation the Company shall not be responsible for monitoring or managing the Customer's use of any software supplied pursuant to this Schedule, nor any backups or copies of data made with such software. The Customer shall be responsible for all use of the software supplied by the Company and accepts all liability for any consequence of any errors which it may make.
- 4.3. The Customer shall monitor on a daily basis the status and integrity of all backups and shall ensure compliance with applicable data protection and retention laws, including the GDPR, for any personal data processed or stored. The Company shall not be liable for any loss or damage to the Customer or the Customer's data resulting from the Customer's failure to monitor backups daily, nor for any loss caused by delays in reporting backup issues or data corruption. Additionally, the Company assumes no responsibility for the integrity of backups unless it has been expressly engaged to manage and monitor such backups on the Customer's behalf under a separate agreement.
- 4.4. The Customer acknowledges that backup of data to an offsite and remote location, including but not limited to cloud backups, depends on the availability of an Internet connection, and in the event of an Internet connection being unavailable, the backups will not work.

5. Minimum Backup Requirements & Recommendations

- 5.1. The Customer must ensure the following minimum standards are met when backing up their data:
 - 5.1.1. At least 3 (three) independently held copies of the data, which can include 1 (one) production copy and 2 (two) backup copies;
 - 5.1.2. Stored on at least 2 (two) different types of media;
 - 5.1.3. At least 1 (one) copy of the backed-up data must be stored in an offsite and remote location, preferably in the Cloud.
- 5.2. The Company will provide strict guidelines and recommendations on measures and procedures which need to be applied to backup and protect the Customer's data. Any loss arising from not following ALL these guidelines and recommendations will be the sole responsibility of the Customer.



- 5.3. If the Customer chooses an alternative 3rd party provider to backup their data, the Company will not be liable for any losses arising from data being lost or irrecoverable. The Company may also charge a Fee to assist with the recovery of any data from 3rd party providers.
 - 5.4. The Company will not install, manage, monitor or test data backups or data backup software provided and/or sourced through 3rd party providers. For avoidance of doubt, the Company may only provide monitoring and management on backups and backup software which is supplied by the Company.
 6. The Customer's obligations:
 - 6.1. You acknowledge that payment is required prior to the delivery of the Disaster Recovery & Backup Services, as set out in a Contractual Document.
 - 6.2. You acknowledge that should payment not be received on or before the due date, or you breach any other obligation to the Company, and we reserve the right to suspend or cancel Disaster Recovery & Backup Services without notice and the Disaster Recovery & Backup Services may need manual intervention to resume, which you agree will be billable at our then current charging rates as shown in the Price List.
 - 6.3. You agree that the service will only be used by you and not any third party.
 - 6.4. You will not store or transmit any material that:
 - 6.4.1. is Inappropriate Content;
 - 6.4.2. facilitates illegal activity;
 - 6.4.3. depicts sexually explicit images; and/or
 - 6.4.4. promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion, belief or gender reassignment, or any other illegal activity.
 - 6.5. You will securely store your service and access details and will not knowingly allow your service and access details, specifically any security codes or passwords, to be viewed or retrieved by any third parties.
 - 6.6. You will notify us in writing immediately of any breach of security of your computers, passwords or security codes so we can take any precautionary steps available to us to adequately protect your backed up data.
 - 6.7. You accept that you are solely responsible for:
 - 6.7.1. the selection of and inclusion of the data being backed up by these Disaster Recovery & Backup Services;
 - 6.7.2. the scheduling of backup operations;
 - 6.7.3. ensuring that successful backups have occurred;
 - 6.7.4. periodically ensuring that data can be restored from the Disaster Recovery & Backup Services; and
 - 6.7.5. any costs payable to any other third party, including your Internet Service Provider that result from the use of our Disaster Recovery & Backup Services.
 - 6.8. You agree that to the extent permitted by law, our liability is limited to the resupply of services you have ordered and paid for in full.
 - 6.9. You agree to indemnify the Company (including its directors, employees and officers) against any cost incurred or damage or loss suffered as a result of any breach of any obligations.
 7. Where the customer has ordered a cloud backup Service from the Company:
 - 7.1. We will provide to you the ability to upload your data from Equipment or Other Equipment using our Disaster Recovery & Backup Services and store it on the Company's servers, or carefully selected third party servers, for the purpose of offsite and remote backup.
 - 7.2. We agree to allocate to you the storage quota defined in the Quotation for the remote storage of your data.
 - 7.3. We agree to encrypt your data during transit and during storage.
 - 7.4. We agree to supply recovery data on physical media on request. Our target delivery time for this is 2 Business Days (excluding delivery time). Additional charges may apply for this Service.
 - 7.5. We will automatically upgrade your allocated storage quota to ensure your backups will continue uninterrupted should you reach your storage limit. Additional charges may apply for the use of additional storage.
 - 7.6. We grant you a license to install the client portion of our software on your Equipment or Other Equipment for the purpose of backing up and restoring your data.
 8. Exclusions to the Disaster Recovery & Backup Service:
 - 8.1. We do not warrant that all types of data are suitable for backup using our Disaster Recovery & Backup Services.
 - 8.2. Whilst we work hard at making sure our Disaster Recovery & Backup Services is highly reliable, we do not warrant that it will be available at all times. Our target availability is 99%.
 - 8.3. Whilst we work hard at ensuring your data is highly secure, we do not warrant that our Disaster Recovery & Backup Services are free from unauthorised physical or remote access.
 - 8.4. Whilst we work hard at ensuring your data is safe, we do not warrant that data stored on our Disaster Recovery & Backup Services is completely safe against loss or corruption.
 - 8.5. We do not warrant that a full restoration is possible from the data stored using our Disaster Recovery & Backup Services.
 - 8.6. We do not scan your uploaded data for viruses or other threats due to it being encrypted.
 - 8.7. Whilst we will do everything in our power to get your data to you as soon as possible when requested, we do not warrant that it will be in any particular timeframe.
 - 8.8. We are not liable for delays, interruptions, computer viruses or communication line failures, or damage or unauthorised access to your computer system, network, Equipment or Other Equipment.
- #### Schedule 5 – CLOUD SERVICES
1. Together with the terms contained in the main body of this Agreement to which this Schedule is subject, the terms set out in this Schedule identify the extent of the Cloud Services provided by the Company and the Customer's obligations in relation thereto.
 2. The Company shall make available to the Customer the Cloud Services set out in the Quotation.
 3. The Customer accepts that the Cloud Services rely on a stable Internet connection and that the Company shall have no liability for any disruption to access to the Cloud Services caused by disruptions to the Customer's Internet connection or Internet service provider which are not the fault of the Company.



4. The Company will not be liable for any interruptions to the Cloud Services or outages arising directly or indirectly from:
 - 4.1. any scheduled maintenance carried out by the Company (or its third party providers), subject to the Company striving to minimise the interruptions and outages that may be caused by such maintenance and advance notification of such maintenance on the Company Website;
 - 4.2. any breach by the Customer of its obligations under this Agreement;
 - 4.3. exceeding the Bandwidth Cap;
 - 4.4. interruptions to the flow of data to or from the Internet;
 - 4.5. problems with the Customer Equipment or any other third party equipment to be used in conjunction with the Services;
 - 4.6. factors outside of the Company's reasonable control; and
 - 4.7. interruptions to the Services requested by or on behalf of the Customer.
5. The availability of the Cloud Services shall be governed by the Service Level Agreement.
6. The Company's liability for any interruptions or downtime in cloud services, regardless of cause, shall be limited to a pro-rata reduction in service fees for the period of unavailability, with no further liability for indirect or consequential losses.
7. Where the Customer is provided with any form of password or access key for Cloud Services, it shall be the Customer's responsibility to keep these confidential and the Company shall not be liable for any failure by the Customer to keep such passwords or access keys secure.
8. The Customer accepts that the Company will need to conduct routine maintenance of Cloud Services and will allow the Company to perform such maintenance as is reasonably required. Incidents of maintenance shall not be counted for the purposes of calculating downtime under the Service Level Agreement.
9. Where the Company is reasonably of the opinion that the Customer's use of the Services is unreasonable, excessive, or places unreasonable strain on the Company's equipment, it shall be entitled to bill the Customer at its then standard rates to reflect such use.
10. The Customer shall be solely responsible for obtaining and complying with all necessary licenses for software which it uses on a Cloud Service, or which it requests that the Company install or use on a Cloud Service.
11. Where the Customer requests that the Company house a computer owned by the Customer in a facility owned or operated by the Company, the Company accepts no direct, indirect or consequential liability whatsoever in respect of loss or damage to the Customer's computer(s) whilst housed by the Company or any loss or damage to the Customer's business resulting therefrom and it is the Customer's responsibility to take out and maintain appropriate insurance.
12. Subject always to clauses 4.2 and 13.12 of the main body of this Agreement and without prejudice to the other terms of the Contractual Documents, the Company guarantees that Cloud Services shall have availability of no less than 99% over a 12 (twelve) month period. Where availability falls below such a level, the Company may offer the Customer a discount or reduction of its next invoice.
13. We may use third party companies to deliver Cloud Services to you. We cannot guarantee any data security, uptime, or availability of third party Cloud Service providers. Incidents of third party providers shall not be counted for the purposes of calculating downtime under the Service Level Agreement.
14. You will have no right, title or interest in any Internet protocol address ("IP address") allocated to you, and any IP address allocated to you is allocated as part of the Cloud Service you purchased and is not portable or otherwise transferable by you in any manner whatsoever.
15. If an IP address is re-numbered or re-allocated by us, we shall use our reasonable endeavours to avoid any disruption to you.
16. You agree that you shall have no right, title or interest to any IP address upon expiry or termination of the Services, and that the acquisition by you of a new IP address following expiry or termination of the Services shall be solely your responsibility.
17. We may commit to subscription agreements with third party providers and/or their partners to deliver Cloud Services for a minimum level and term of service, including but not limited to Microsoft for Services such as Microsoft 365 subscriptions (formerly Office 365), as part of this Agreement.
 - 17.1. The Customer accepts that it shall be bound by the licence terms of any third party Service with which it is supplied by the Company. The Customer agrees that it will read the terms of use of any such third party Service with which it is supplied before using the Service(s).
 - 17.2. When purchasing Microsoft products and services specifically, the Customer will enter into an agreement with Microsoft which can be accessed via the following URL:
<https://www.microsoft.com/licensing/docs/customeragreement>
 - 17.3. The Commencement Date and Agreement term for such Service(s) will commence from the date the Service was ordered and/or allocated to your account, whichever is the later.
 - 17.4. It is important to note that several Services within the same account may have different Commencement Dates depending on when they were ordered and/or allocated.
 - 17.5. Details for the Commencement Date of each Service can be found on the Quotation or Invoice for the product or service, and is also available on request.
 - 17.6. These Services are not transferable to you or other service providers during the Agreement term.
 - 17.7. Should you decide to terminate this Agreement prior to its expiration date, and in accordance with our termination policy as detailed in clause 14 of the main body of this Agreement, you agree to pay us for those charges for the remainder of the term.
 - 17.7.1. The amount will be set to the rate we charge for the Services as shown on our then current Price List, in the agreed Quotation or the rate shown on your last invoice for the product or service, whichever is higher, at the time of termination.
 - 17.7.2. In exchange for the termination fee we will keep those Services operational until the original agreement expiration date or until transfer is allowed, whichever is earlier.
18. Microsoft 365 services, including but not limited to Exchange emails and SharePoint file storage, operate under a 'Business Continuity' model of redundancy. This model is intended to ensure data availability in the event of a single system or hardware failure, but does not constitute a backup service.
19. Microsoft 365 does not provide historical backups or snapshots of data. Consequently, if a user deletes or loses content, the Company is unable to restore such data within Microsoft 365.
 - 19.1. Instead, we rely on and provide access to Microsoft's 'Recover Deleted Items' feature for Exchange and the 'Snapshot' feature for SharePoint.



- 19.2. In OWA and Outlook, users can recover individual items, including those removed from the Deleted Items folder, for up to 30 days. This applies to Emails, Calendar Entries, Contacts, and Notes.
- 19.3. We strongly recommend that the Customer safeguard their data stored in Microsoft 365 by utilising a separate, independent backup service provided by the Company, as outlined in Clause 5 of Schedule 4.
20. The Company cannot be held responsible for any data which has been lost whilst using the Microsoft 365 service.

Schedule 6 – ANTI-VIRUS & NETWORK SECURITY

1. Together with the terms set out in the main body of this Agreement, to which this Schedule is subject, the terms set out in this Schedule identify the extent of the Anti-Virus & Network Security services provided by the Company and the Customer's obligations in relation thereto.
2. Provision of all Software
 - 2.1. The Company shall provide to the Customer the Software set out in the Quotation.
 - 2.2. The Customer accepts that it shall be bound by the licence terms of any third party software with which it is supplied by the Company. The Customer agrees that it will read the terms of use of any such third party software with which it is supplied before using the software.
 - 2.3. The Customer agrees that, in addition to its obligations to provide access to the Company for delivery of the Software set out in the main body of this Agreement, it shall have a duty to provide such access as the Company may reasonably require to maintain, update, or configure the Software from time to time for the duration of this Agreement.
3. Provision of Anti-Virus Software
 - 3.1. Anti-Virus Software is only effective if regularly updated. The Customer accepts that it is responsible for periodically updating Anti-Virus Software and that the Company will not be liable for any loss, damage or harm caused by the Customer's failure to regularly update Software or any failure or delay in downloading an available update to the Software.
 - 3.2. The Company shall have no liability to the Customer for any loss or damage caused by the Customer's decision to deactivate or uninstall any part of the Anti-Virus Software, or (if applicable) for any failure by the Customer to renew its subscription to the Anti-Virus Software.
 - 3.3. All Software provided for the purposes of Anti-Virus protection is provided by third parties, the Customer accepts that, while the Company is responsible for providing, installing and configuring such Software, the Company is not responsible for any inherent defect or error in such Software and that in the event that it is unfit for any particular purpose, the Customer's remedy shall be directly against the Software's manufacturer.
 - 3.4. The Company will not be liable for any material which the Customer may choose to download from or access via the Internet. The fact that any relevant Anti-Virus Software may or may not identify such content or access as a potential threat shall not affect the operation of this clause.
 - 3.5. Where Anti-Virus Software detects any potential threat to or infection of the Customer's computer equipment, the Customer agrees that it shall immediately cease using such equipment and notify the Company within one hour of becoming aware of such threat or infection. the Company will not be liable for any loss or damage which occurs as a result of any continued use of computer equipment or delay in contacting the Company in breach of this clause.
- 3.6. In addition to the limitations of liability contained in the main body of this Agreement, the Company shall not be liable to the Customer for any loss of data irrespective of how such data may be lost.
4. Provision of Network Security and Firewalls
 - 4.1. The Customer accepts that it shall be solely responsible for purchasing updates for any network security or firewall software or hardware which may be provided by the Company.
 - 4.2. The Customer accepts that the Company will not be liable for any loss, damage or harm caused by the Customer's failure to regularly update network security or firewall Equipment or Other Equipment or any failure or delay in authorising the Company to purchase any available update to the Equipment or Other Equipment.
 - 4.3. Equipment or Other Equipment not on the latest available release from the vendor may not be supported by the Company and is at the risk of the Customer.
 - 4.4. The Customer accepts full liability for any loss or damage caused by any kind of open or unsecured port to its network or systems which it may request from the Company, or which it may cause to exist as a result of its use of the Software.
 - 4.5. The Company makes no guarantee or warranty that any Equipment or Other Equipment provided to the Customer for network security shall prevent any particular malicious or unauthorised activity or similar activities.
 - 4.6. Where the Customer is provided with any form of password or access key for a network security service or firewall, it shall be the Customer's responsibility to keep these confidential and the Company shall not be liable for any failure by the Customer to keep such passwords or access keys secure.
 - 4.7. All Equipment or Other Equipment provided for the purposes of network security is provided by third parties, the Customer accepts that, while the Company is responsible for providing, installing and configuring such Equipment or Other Equipment, the Company is not responsible for any inherent defect or error in such Equipment or Other Equipment and that in the event that it is unfit for any particular purpose, the Customer's remedy shall be directly against the Equipment's or Other Equipment's manufacturer or developer.
 - 4.8. The Customer accepts that the Company will not provide any form of continuous or regular monitoring of its network or the efficacy of any network security measures which may have been put in place.

Schedule 7 – TECHNICAL SUPPORT SERVICES

1. Together with the terms set out in the main body of this Agreement, to which this Schedule is subject, the terms set out in this Schedule identify the extent of the Technical Support Services provided by the Company and the Customer's obligations in relation thereto.
2. Where the Customer purchases Technical Support Services from the Company it shall be obliged to accept and pay for such Services for no less than 12 (twelve) months from the date of the relevant Contractual Document being agreed by both parties.
3. Without prejudice to the Customer's rights to terminate this Agreement by reason of the Company's breach of its terms, or where the Company may become insolvent or cease to trade, the Customer shall be obliged to provide the Company with no less than 90 (ninety) days' notice where it wishes to terminate or



suspend the provision of Technical Support Services at its then current charging rates.

4. Where the Company is reasonably of the opinion that the Customer's use of Technical Support Services is unreasonable, excessive, or places unreasonable strain on the Company's equipment or personnel, it shall be entitled to bill the Customer to reflect such use.
5. The Customer undertakes to provide the Company and its employees, contractors and agents all access reasonably required to give effect to this Agreement and to supply the Technical Support Services.
6. The Company shall only provide Technical Support Services to the Equipment and/or Users identified in the Contractual Documents.
 - 6.1. Where the Customer wishes for the Company to provide Technical Support Services in respect of any additional equipment and/or users then it shall notify the Company in advance and the Company shall only be obliged to provide Services to such equipment and/or users once it has considered and approved that request for additional coverage and terms in respect thereof have been agreed.
7. The Company shall only provide Technical Support Services to the Other Equipment identified in the Contractual Documents on an ad-hoc case-by-case and chargeable basis. The Company provides no warranty as to its use, availability, reliability, suitability or purpose. The Company cannot guarantee to resolve any issues with said Other Equipment and additional charges may also arise from support for Other Equipment by the Company.
 - 7.1. Where the Customer wishes for the Company to provide Technical Support Services in respect of any additional Other Equipment then it shall notify the Company in advance and the Company shall only be obliged to provide Services to such Other Equipment once it has considered and approved that request for additional coverage and terms in respect thereof have been agreed.
8. Your obligations as a Customer:
 - 8.1. The Customer shall remain responsible for the use of the Technical Support Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).
 - 8.2. The Customer must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure. This includes informing the Company promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such Incident, the Company shall work with the Customer to alleviate the situation as quickly as possible. The parties shall discuss and agree appropriate action (including suspending the Technical Support Services in whole or in part.)
 - 8.3. The Customer shall not provide or re-sell the Technical Support Services directly or indirectly to third parties.
 - 8.4. You must ensure that only authorised Users are provided with access to your network equipment. A high level of physical security must be maintained.
 - 8.5. You will not disclose any server or network device passwords to anyone outside of your organisation. In addition, you will only give access to Users within your organisation on a need to know basis.
 - 8.6. You will ensure that all User passwords used by you and members of your organisation are a minimum of 12 (twelve) characters with at least one uppercase letter, one lowercase letter, one special character and one number.
 - 8.7. You must ensure that any Equipment and Other Equipment used by you is up to date with the latest

release and with an active maintenance agreement with the Equipment or Other Equipment vendor.

- 8.8. You must not allow any Users to download or use illegal software or files on your company's network. This includes the use of file sharing programs such as Bit Torrents.
 - 8.9. You must report all issues and Incidents to us as quickly as possible, and in any event no later than 1 (one) hour from the point at which you identify a problem.
 - 8.10. You accept that the Company shall have no responsibility for fixing or repairing any damage caused as a result of
 - 8.10.1. you, any of your Users or members of your organisation attempting to fix any identified issues themselves
 - 8.10.2. a third party attempting to fix any identified issue.
 - 8.11. Except with the express written consent of the Company, you must not allow any third party individual or company access to your network, Equipment or Other Equipment, as this could compromise the security of your network.
 - 8.12. If a third party company requires access to your network, Equipment or Other Equipment, you will provide the Company with notice of such access no less than 7 (seven) days in advance so that we can monitor the work being done and the effect it can have on your network.
 - 8.13. If a User leaves your organisation, you will advise us immediately in writing so we can lock their account.
 - 8.14. You will ensure that the Company's staff have all access reasonably required to the Customer's network, Equipment and Other Equipment in order to provide Technical Support Services.
 - 8.15. Faults or support requests must be made by emailing our help desk directly at support@iceconnect.com or by visiting <https://support.iceconnect.com> online or by phoning our help desk on 020 3358 0000.
 - 8.16. It is the Customer's responsibility to keep all original software installation files and license keys, available for quick access by any of our engineers when requested. We do not hold any copies of the Customer's purchased software or license keys.
9. What is not covered by the Company, unless specified otherwise in a Contractual Document:
 - 9.1. Any Equipment or Services provided to the Customer which is not covered in a Managed Services agreement will be chargeable at our then current rates as set out in the Price List.
 - 9.2. Only Services, Equipment and Other Equipment listed in a Contractual Document will be covered and the Company will charge for the provisioning, installation, setup, configuration, modification, troubleshooting or support of any new or existing Services, Equipment or Other Equipment at our then current rates as set out in the Price List.
 - 9.3. Technical Support Services excludes upkeep, network related documentation, maintenance, regular maintenance, monitoring or management of your network, Equipment or Other Equipment, including but not limited to your servers, network security and data backups unless specified otherwise in a Contractual Document.
 - 9.4. Cover for faulty Equipment or Other Equipment, out of warranty or support with its manufacturer or developer, is not provided.
 - 9.5. We may refuse to provide any warranty assistance or support for Other Equipment which has not been purchased from the Company. We advise that you contact the vendor from whom you purchased the item for



support. Any assistance or support we do provide may be chargeable.

10. We will assist in arranging the repair or replacement of any parts covered by a manufacturer's warranty only if the Equipment was supplied and installed by us for a period of up to 30 (thirty) days after the date of delivery.

- 10.1. The Company cannot guarantee any minimum or maximum response times for support requests or Services outside of a Managed Services agreement.
- 10.2. Unless specified otherwise in the Quotation, Technical Support Services are only provided during normal Business Hours.
- 10.3. Emergency out-of-hours Services may be available depending on engineer availability, but is not guaranteed. There will be an added fee for out-of-hours Services.
- 10.4. Forced errors made by any User or third party will be chargeable. (e.g. a cable is cut or unplugged from your network by someone other than one of our engineers, leading to equipment not working.)
- 10.5. Malicious and/or intentional damage to any Equipment or Other Equipment on your network is not covered by this Agreement.
- 10.6. Damage caused by a breach of security, as a result of advised measures not being implemented will not be covered.
- 10.7. Damage caused by sharing or disclosing sensitive login information to Users or a third party will not be covered.
- 10.8. Damage caused by any third party installation and/or maintenance will not be covered.
- 10.9. We cannot provide any guarantees for third party products or services in use on your network.
- 10.10. Illegal or counterfeit software will not be covered and its use may result in the cancellation of our contract.
- 10.11. Out of date software, Equipment or Other Equipment no longer supported by the vendor will not be supported by the Company.
- 10.12. The Company has the right to refuse support for any third party products or services on your network which have not been sourced through us or one of our approved partners.

11. Technical Support for Phone Systems

- 11.1. Only Equipment or Other Equipment listed in the "Client Equipment Schedule" section, or equivalent, on the Quotation will be covered.
- 11.2. Equipment and Other Equipment warranty cover is limited to the period of the manufacturer's warranty only.
- 11.3. A Phone System Support Contract only covers the phone server, and any Equipment connected to it, if it is a solely dedicated server for the Phone System and supplied and installed by the Company.
- 11.4. The physical phone handsets, PBX, server, network switches, SBC's, routers, base stations and any ISDN or PSTN termination equipment is covered if used solely for the Phone System and supplied and installed by the Company.
- 11.5. Any Equipment or Other Equipment relating to the Customer's Phone System which was not originally installed and setup or configured by the Company is not our responsibility, even if covered by our Phone System Support Contract. The Company cannot be held liable for hardware failure or misconfigured software leading to a failure of the system or Services.

- 11.6. This Agreement does not cover intentional misuse or general wear and tear to equipment.

- 11.7. The Customer's Phone System, Equipment & Other Equipment relating to the Phone System must be running the latest release version of all firmware and/or software. The customer may have to pay for the updates to software or firmware licenses.

- 11.8. Phone lines, PSTN lines, ISDN digital lines, broadband, SIP Trunks and termination are provided by a third party operator. The Company cannot be held responsible for the third party telephony operator's failure to provide a service.

- 11.9. VoIP call quality can vary depending on broadband connection. It is the Customer's responsibility to ensure their broadband connection is adequate enough for their VoIP requirements.

- 11.10. The Company cannot be held liable for any losses incurred as a result of a security breach to the Customer's Phone System be it on-premise, or cloud hosted.

- 11.11. The Company shall not be liable for any disruption to or unavailability of the Services, or for any loss or damage caused as a result of any failure, defect or interruption to the functioning of any hardware or infrastructure owned or operated by a third party.

12. Access to the Internet and availability of service for VoIP and Cloud Based Phone Services

- 12.1. When using VoIP or other Cloud Based Phone Services the Customer acknowledges that it must have operational and properly configured access to the Internet and hereby agree to provide, at the Customer's sole expense, an Internet connection. The Customer further agrees to be responsible for payment of any and all Internet service fees including all equipment necessary to establish and maintain a connection to the Internet as may be required to use the Company's Services.

- 12.2. Service availability and level(s) may vary due to conditions beyond the control of the Company, including the type and state of the Customer's Equipment. Service is subject to interruption or limitation due to factors including but not limited to: network capacity limitations, installation, repair, modification to the network, restrictions by the Company's long-distance providers, the Company's efforts to combat fraudulent use, non-payment, or other legitimate business and operational reasons.

- 12.3. Notwithstanding the foregoing, the Customer represents and warrants that the Customer understands VoIP or other Cloud Based Phone Services are subject to the vagaries of the Internet, and as such are inherently unreliable. The Customer affirms that the Company has no duty under this Agreement to provide insurance to the Customer benefit against any losses caused by interruption of Services, whether caused by disrupted access to the Internet, acts of God, scheduled maintenance windows or other reasons whether reasonably seen or unforeseen.

- 12.4. The Cloud Based Phone Services support 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of Customer connectivity to the Internet for whatever reason. In such circumstances, the Customer should use their PSTN line or mobile phone to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the Customers location and telephone number so this information should be stated



promptly and clearly by the Customer when making such a call.

Schedule 8 – MANAGED SERVICES

1. Together with the terms contained in the main body of this Agreement to which this Schedule is subject, the terms set out in this Schedule identify the extent of the Managed Services provided by the Company and the Customer's obligations in relation thereto.
2. The Company shall make available to the Customer the Managed Services set out in the Quotation.
3. The availability of the Managed Services shall be governed by the Service Level Agreement.
4. The Company may use third party companies to deliver Managed Services to you. The Company cannot guarantee any data security, uptime, or availability of third party service providers. Incidents of third party providers shall not be counted for the purposes of calculating downtime under the Service Level Agreement.
5. Where the Customer purchases Managed Services from the Company it shall be obliged to accept and pay for such Services for no less than 12 (twelve) months from the date of the relevant Contractual Document being agreed by both parties.
6. Subject to clause 5 and without prejudice to the Customer's rights to terminate this Agreement by reason of the Company's breach of its terms, or where the Company may become insolvent or cease to trade, the Customer shall be obliged to provide the Company with no less than 90 (ninety) days notice where it wishes to terminate or suspend the provision of Managed Services at its then current charging rates.
7. Where the Company is reasonably of the opinion that the Customer's use of Managed Services is unreasonable, excessive, or places unreasonable strain on the Company's equipment or personnel, it shall be entitled to bill the Customer to reflect such use.
8. The Customer undertakes to provide the Company and its employees, contractors and agents all access reasonably required to give effect to this Agreement and to supply Managed Services.
9. The Company shall only provide Managed Services to the Users, Equipment and Other Equipment identified in the Contractual Documents.
 - 9.1. Where the Customer wishes for the Company to provide Managed Services in respect of any additional requirements (such as further offices, new technology infrastructure or new systems) then it shall notify the Company in advance and the Company shall only be obliged to provide Managed Services to such additional requirements once it has considered and approved that request for additional coverage and terms in respect thereof have been agreed.
10. Transition Arrangements
 - 10.1. The Company shall be responsible for specifying to the Customer all information reasonably required by the Company for the purposes of recommending, advising, establishing, setting-up and providing the Managed Services. The Customer shall provide the Company such information in sufficient detail to enable the Company to recommend, advise and set-up the Managed Services.
 - 10.2. The Company shall prepare a schedule of transition arrangements relating to the Managed Services and the Customer shall approve the transition arrangements within 5 Business Days of receipt. The Company shall confirm the commencement date of the Managed Services (Acceptance Date) and with effect from the Acceptance Date the Customer shall:

- 10.2.1. transfer the Customer's IT, Services, Equipment and Other Equipment to the Company; and
 - 10.2.2. subject to clause 10.1, transfer the benefit of any Assumed Contracts to the Company provided, in each such case, that the Company hereby accepts and undertakes the related burden.
 - 10.2.3. The Customer shall use reasonable endeavours to assign, novate or transfer each of the Assumed Contracts to the Company with effect from the Acceptance Date. If any consent of any third party is required for the assignment, novation or transfer of an Assumed Contract and has not been obtained at, or before, the Acceptance Date, the Customer and the Company shall each use all reasonable endeavours to obtain that consent as soon as possible after the Acceptance Date. Unless or until any Assumed Contract is assigned, novated or transferred, or any necessary consent is obtained, the parties shall work together, in good faith, to agree an alternative solution which may include the Company finding an alternative source of supply and/or the Customer holding the benefit of the relevant Assumed Contract as agent for the Company.
- 10.3. After the Acceptance date, the Customer shall not store, distribute or transmit through the Managed Services any material that:
 - 10.3.1. is Inappropriate Material;
 - 10.3.2. facilitates illegal activity;
 - 10.3.3. depicts sexually explicit images; and/or
 - 10.3.4. promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion, belief or gender reassignment, or any other illegal activity.

11. The Customer's Obligations

- 11.1. The Customer shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or invited by the Customer).
- 11.2. The Customer must take reasonable measures to ensure it does not jeopardise services supplied to third parties on the same shared access infrastructure. This includes informing the Company promptly in the case of a denial-of-service attack or distributed denial-of-service attack. In the event of any such Incident, the Company shall work with the Customer to alleviate the situation as quickly as possible. The parties shall discuss and agree appropriate action (including suspending the Managed Services in whole or in part.)
- 11.3. The Customer shall not provide or re-sell the Managed Services directly or indirectly to third parties.
- 11.4. The Customer shall ensure that the Company's staff have all access reasonably required to the Customer's network, Equipment or Other Equipment in order to perform the Managed Services.
- 11.5. You must ensure that only authorised Users are provided with access to your network equipment. A high level of physical security must be maintained.
- 11.6. You will not disclose any server or network device passwords to anyone outside of your organisation. In addition, you will only give access to Users within your organisation on a need to know basis.
- 11.7. You will ensure that all User passwords used by you and members of your organisation are a minimum of 12



- (twelve) characters with at least one uppercase letter, one lowercase letter, one special character and one number.
- 11.8. You must ensure that any Equipment and Other Equipment used by you is up to date with the latest release and with an active maintenance agreement with the Equipment or Other Equipment vendor.
- 11.9. You must not allow any Users to download or use illegal software or files on your company's network. This includes the use of file sharing programs such as Bit Torrents.
- 11.10. You must report all issues and Incidents to us as quickly as possible, and in any event no later than 1 (one) hour from the point at which you identify a problem.
- 11.11. You accept that the Company shall have no responsibility for fixing or repairing any damage caused as a result of
- 11.12. you, any of your Users or members of your organisation attempting to fix any identified issues themselves
- 11.13. a third party attempting to fix any identified issue.
- 11.14. Except with the express written consent of the Company, you must not allow any third party individual or company access to your network, Equipment or Other Equipment, as this could compromise the security of your network.
- 11.15. If a third party company requires access to your network, Equipment or Other Equipment, you will provide the Company with notice of such access no less than 7 (seven) days in advance so that we can monitor the work being done and the effect it can have on your network.
- 11.16. If a User leaves your organisation, you will advise us immediately in writing so we can lock their account.
- 11.17. The Customer shall promptly inform the Company if it suspects or uncovers any Incident and shall use all commercially reasonable endeavours to promptly mitigate such Incident.
- 11.18. It is the Customer's responsibility to keep all original software installation files and license keys, available for quick access by any of our engineers when requested. We do not hold any copies of the Customer's purchased software or license keys.
- 11.19. The Customer shall notify the Company of any Incidents, faults or support requests by emailing the help desk directly at support@iceconnect.com or by visiting <https://support.iceconnect.com> online or by phoning our help desk on 020 3358 0000.
- 11.20. The Customer must ensure the following minimum standards are met when backing up their data:
- 11.20.1. At least 3 (three) independently held copies of the data, which can include 1 (one) production copy and 2 (two) backup copies;
- 11.20.2. Stored on at least 2 (two) different types of media;
- 11.20.3. At least 1 (one) copy of the backed-up data must be stored in an offsite and remote location, preferably in the Cloud.
- 11.21. The Company will provide strict guidelines and recommendations on measures and procedures which need to be applied to backup and protect the Customer's data. Any loss arising from not following ALL these guidelines and recommendations will be the sole responsibility of the Customer.
- 11.22. If the Customer chooses an alternative 3rd party provider to backup their data, the Company will not be liable for any losses arising from data being lost or irrecoverable. The Company may also charge a Fee to assist with the recovery of any data from 3rd party providers.
- 11.22.1. The Company will not install, manage, monitor or test data backups or data backup software provided and/or sourced through 3rd party providers. For the avoidance of doubt, the Company will only provide managed services on backups and backup software which is supplied by the Company.
12. The Company's Obligations
- 12.1. The Company shall:
- 12.1.1. ensure at all times that commercially reasonable and appropriate to the state of the technology, safety and security systems, policies and procedures are maintained and enforced to prevent unauthorised access or damage to, and to ensure the business continuity of, any and all Managed Services and related networks or resources and the Customer Data.
- 12.1.2. ensure that its systems are designed, maintained and upgraded at all times so as to mitigate against Incidents. The parties agree that if Incidents are detected or discovered, each of them shall (at the Customer's cost) co-operate with the other to mitigate the Incident and, particularly if the Incident causes or threatens the loss of operational efficiency, loss or corruption of Customer Data.
- 12.1.3. notify the Customer immediately, if it becomes aware of any Incident and respond without delay to all queries and requests for information from the Customer about any Incident, whether discovered by the Company or the Customer, in particular bearing in mind the extent of any reporting obligations the Customer may have under applicable data protection or cybersecurity legislation and that the Customer may be required to comply with statutory or other regulatory timescales;
- 12.1.4. at the Customer's cost, promptly cooperate with any request for information made in respect of:
- 12.1.4.1. any Incident; or
- 12.1.4.2. any requests for information, or inspection, made by a regulator with competent jurisdiction over the Customer (including in connection with any applicable data protection or cybersecurity legislation).
- 12.1.5. promptly notify the Customer in writing of any actual or suspected loss or damage to the Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Company to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data in accordance with the Company's archiving. The Company shall not be responsible for any loss, destruction, alteration or unauthorised access to or disclosure of Customer Data caused by any third party.
- 12.2. The Company may reasonably determine that any services provided in connection with an Incident or apparent problem have not been caused by a fault, but rather by the Customer or a cause outside the Company's control (including any investigational work resulting in such a determination) and shall be determined to be out-of-scope of the Managed Services. If the Company makes any such determination, it shall promptly notify the Customer of that determination.



12.2.1. The Customer acknowledges that the Company is not required to provide out-of-scope services and the parties shall agree in good faith the terms that shall apply to any out-of-scope services.

12.3. The Company shall provide access to a team of trained and certified technicians.

12.4. Unless specified otherwise in the Quotation, Managed Services are only provided during normal Business Hours.

12.5. There is a 4 business hour maximum response time for all support requests.

12.6. Emergency out-of-hours service may be available depending on engineer availability, but is not guaranteed. There will be an added fee for out-of-hours service.

12.7. Unless specified otherwise in the Quotation, the following limitations and restrictions will apply to the Managed Services:

12.7.1. Type of Support: Remote Assistance Only

12.7.2. Inclusive Hours: 5 (five) Hours per Month

12.7.3. Inclusive Support Tickets: 5 (five) Tickets per Month

12.8. Only Services, Equipment and Other Equipment listed in the "Client Equipment Schedule" section, or equivalent, on the Quotation will be covered.

12.9. New items or Equipment purchased through us after the commencement of this contract can be covered by the scope of this Agreement, however additional charges may apply to provide you with the added cover.

12.10. We provide full cover for unforced errors. (e.g. a computer doesn't boot up or a User is unable to access the Internet without having made any network changes.)

12.11. We will assist in arranging the repair or replacement of any parts covered by a manufacturer's warranty only if the Equipment was supplied and installed by us.

12.12. We will support remote Users who are using company Equipment or Other Equipment itemised in the "Client Equipment Schedule", or equivalent.

13. Proprietary Rights

13.1. The Company acknowledges and agrees that the Customer owns and retains all rights, title and interest in and to the Customer Data. Save to the extent necessary for the provision of the Managed Services and performance of its obligations under this agreement, the Company shall have no rights to access, use or modify the Customer Data unless it has the prior written consent of the Customer. The Customer grants to the Company a revocable, sub-licensable, non-transferable, non-exclusive, royalty-free, worldwide limited licence for the term of this agreement to use, exploit, copy, reproduce, manufacture, sub-license, modify, improve, enhance and make derivative works of the Customer's IT, Services, Equipment, Other Equipment and Customer Data solely to the extent necessary to enable the Company to comply with its obligations under this agreement.

13.2. The Customer acknowledges and agrees that the Company owns and retains all rights, title and interest in its network, systems, Equipment and Software.

13.3. The Company reserves the right, in its absolute discretion, to:

13.3.1. modify the Company's network, system configurations or routing configuration; or

13.3.2. modify or replace any Equipment or Software in the Company's network or in equipment used to deliver the Managed Service over its network, provided and to the extent that this has no

adverse effect on the Company's ability to perform its obligations under this agreement and its provision of the Managed Services or the Service Level Arrangements.

14. What is not covered in your Managed Services agreement:

14.1. Any employee, service, equipment, hardware or software not specified in a Contractual Document is not covered by our Managed Services.

14.2. Unless specified in a Contractual Document, on-site support is not covered by our Managed Services.

14.3. Managed Services will not cover charges for the installation of any new service, equipment, hardware or software.

14.4. Cover for faulty Equipment or Other Equipment out of warranty or support with its manufacturer or developer is not provided.

14.5. We may refuse to provide any warranty assistance or support for hardware, software or Other Equipment which has not been purchased from the Company. We advise that you contact the vendor from whom you purchased the item for support.

14.6. We do not support any third party products or services on your network which have not been sourced through us or one of our approved partners.

14.7. Unless specified otherwise in the Quotation, Managed Services are only provided during normal Business Hours.

14.8. Emergency out-of-hours Services may be available depending on engineer availability, but is not guaranteed. There will be an added fee for out-of-hours Services.

14.9. Forced errors made by any User or third party will be chargeable. (e.g. a cable is cut or unplugged from your network by someone other than one of our engineers, leading to equipment not working.)

14.10. Malicious and/or intentional damage to any Equipment or Other Equipment on your network is not covered by this Agreement.

14.11. Damage caused by a breach of security, as a result of advised measures not being implemented will not be covered.

14.12. Damage caused by sharing or disclosing sensitive login information to Users or a third party will not be covered.

14.13. Damage caused by any third party installation and/or maintenance will not be covered.

14.14. We cannot provide any guarantees for third party products or services in use on your network.

14.15. Illegal or counterfeit software will not be covered and its use may result in the cancellation of our contract.

14.16. Out of date software, Equipment or Other Equipment no longer supported by the vendor will not be supported by the Company.

14.17. The Company has the right to refuse support for any third party products or services on your network which have not been sourced through us or one of our approved partners.

15. Service Credits

15.1. If The Company fails to meet the Service Level Agreement in a given calendar month (**Service Delivery Failure**), the Company shall credit the Customer's account by an amount calculated as 2 days of Fees for each 1 day of Service Delivery Failure.

15.2. A Service Credit shall not be payable unless the Customer requests it within 14 (fourteen) Business Days of the end



of the calendar month in respect of which the Service Level Agreement was not met. The maximum Service Credit allowable in respect of a given month is 50% of the monthly Fee.

15.3. The Customer acknowledges and agrees that the terms of clause 15.2 relating to Service Credits do not operate by way of penalty and are proportionate when considering the Customer's legitimate interest to avoid any delay in the provision of the Managed Services.

15.4. The provision of a Service Credit shall be the exclusive remedy for a particular Service Level Agreement failure. The Customer acknowledges that it has had the opportunity to obtain independent legal advice on the implications of this clause 15.4 and agrees to be bound by it.

16. Use of Personal or Unmanaged Devices

16.1. The Customer acknowledges and agrees that any form of access, whether direct or indirect, to the Company's Services, Equipment, infrastructure, software, support systems or any Customer Data that is facilitated through personal or unmanaged devices is undertaken entirely at the Customer's own risk.

16.2. For the purposes of this clause, "personal or unmanaged devices" includes, but is not limited to, laptops, desktops, tablets, mobile phones, smart devices, USB drives, or any other hardware that meets one or more of the following conditions:

16.2.1. is not explicitly listed in the Equipment Schedule or included within the scope of a Managed Services Quotation or any other Contractual Document;

16.2.2. is not enrolled in and compliant with the Company's security protocols, including endpoint protection, encryption, and patch management;

16.2.3. has not undergone a security assessment or onboarding review by the Company; and

16.2.4. is not supported, monitored or managed by the Company under an active and formal support agreement.

16.3. The Customer is solely responsible for:

16.3.1. ensuring that all access to systems, networks, applications or data supported or managed by the Company is conducted using secure, Company-managed and authorised devices;

16.3.2. identifying and notifying the Company of any personal or unmanaged devices that are used by its Users to access or interact with systems and services provided by the Company;

16.3.3. implementing and enforcing effective internal access controls, acceptable use policies and device management procedures that address the risks associated with such devices.

16.4. The Company shall have no liability for any data breach, malware infection, service disruption, data loss, unauthorised access or any other security-related incident that is caused by, or results from, the use of personal or unmanaged devices.

16.5. Without limitation, the Company shall not be held liable for:

16.5.1. any breach of data protection, cybersecurity or industry-specific compliance obligations, including but not limited to obligations under the UK GDPR, the Data Protection Act 2018, PCI-DSS or similar standards, where such breach arises

from or is linked to the use of personal or unmanaged devices;

16.5.2. any loss, corruption or compromise of confidential, personal or proprietary data that is accessed or stored on an unmanaged device;

16.5.3. any disruption to the Customer's systems, networks or services that is caused by the introduction of malware, unapproved software or unauthorised access via personal or unmanaged devices.

16.6. The Customer shall fully indemnify, defend and hold harmless the Company from and against any claims, losses, damages, liabilities, penalties, fines or costs (including legal fees) incurred by the Company as a result of, or in connection with, the use of personal or unmanaged devices by the Customer, its personnel or third parties acting on its behalf.

16.7. The Customer expressly waives any right to claim against the Company for failure to prevent, detect or mitigate any security incident, breach or disruption that involves an unmanaged device, unless the Company has explicitly agreed in writing to provide full management and security coverage for that specific device under a separate Managed Device Support Agreement.

16.8. For clarity, the Company shall not be required to provide technical support, incident response, data recovery, antivirus or firewall configuration, encryption, patching or any other maintenance or troubleshooting service for personal or unmanaged devices, unless such services have been expressly agreed in writing under a separate contractual arrangement and subject to additional fees.

Schedule 9 – TELEPHONY (Including VoIP) & INTERNET SERVICES

1. Definitions

Unless otherwise stated all terms in this Contract are as defined below:

Act means the Communications Act 2003;

Authorised Person means an employee or subcontractor of the Company;

Broadband Customer Equipment (also Customer Premises Equipment "CPE") means equipment (including any software) owned by the Company and which is used by a Customer to connect to the broadband services offered by the Company from time to time;

Broadband Services means any broadband and internet access services provided or procured by the Company from time to time (including but not limited to ADSL, FTTC, FTTP, SoGEA, G.FAST, Leased Line and Wireless Internet);

Discount means the amount at which any of the Telephony Services are provided by the Company to the Customer during this Agreement at less than the full rate. The amount of such discount having been supplied in writing to the Customer and/or inserted on the Quotation prior to any of the Telephony Services commencing as Discounted Telephony Services;

Discounted Telephony Services means any Telephony Services provided by the Company to the Customer from time to time at a Discount;

Extended Term as more particularly defined in clause 5 of this Schedule;

Company Access Equipment means call routing apparatus supplied or procured by the Company (including without limitation any Wholesale Telephony Supplier's equipment);

Company Network means the telecommunications networks (analogue, digital and VoIP), Broadband Services and cloud



Telephony Services of the Company's chosen suppliers from time to time;

Line means a connection to a Wholesale Telephony Supplier's network;

Line Rental Service means the Telephony Services provided by the Company in procuring Lines for the Customer;

Least Cost Routing Software means software installed on a telephone system which automatically enables the routing of calls via different telephone operators;

Telephony Services means supply or re-routing of the Customer's telecommunications including without limitation, all calls, voice, fax, line rentals, non-geographic numbers, data traffic and Broadband Services over the Company Network and Telephony Services shall be deemed to include Discount Services where appropriate and any other Telephony Services provided by the Company to the Customer from time to time;

Telephony Maintenance Services (also incorporating **Phone System Support Contract**) means the maintenance Services more particularly detailed on the Quotation (as modified or substituted from time to time) to be provided hereunder by the Company to the Customer;

Wholesale Telephony Supplier means a third party supplier of Telephony Services including BT Group plc and its associated companies.

2. The Telephony Services

- 2.1. All orders are subject to Site survey.
- 2.2. Additional charges may apply during the provisioning of the Telephony Service if the cabling or line capacity is insufficient at your Site. In the event that you do not agree to pay such additional charges the Company shall be entitled to terminate the Service in respect of which such additional charges are incurred. The Customer acknowledges that payment for Telephony Services (including the additional charges) are due in advance upon receipt of an issued invoice.
- 2.3. The Customer may only place an order for Telephony Services upon terminating their contract with their existing provider.
- 2.4. If the Customer requests any additional Telephony Services the Customer acknowledges that such additional Telephony Services shall, unless otherwise expressly stated, be provided by the Company upon and subject to this Agreement and the definition of Telephony Services shall be deemed to include any such additional Telephony Services.
- 2.5. The documentation and any other instructions regarding the use of the Telephony Services and the Company Network as may be notified to the Customer by the Company from time to time shall be complied with promptly and such literature and instructions shall be deemed to form part of this Agreement.
- 2.6. The Telephony Services and the Company Network will only be used in accordance with this Agreement.
- 2.7. Only the Customer and Users shall use the Telephony Services and the Company Network and no other person shall be suffered or permitted to use the same.
- 2.8. The Company shall be entitled to alter any access or authorisation number or method of accessing the Telephony Services from time to time and may reprogram the Customers equipment as a result.
- 2.9. The Company shall be at liberty, where necessary, to improve, update or upgrade the Telephony Services or alter the provision of the Telephony Services without any notice to the Customer provided such alteration does not result in a material adverse change to such Telephony

Services save that the Company may change the clauses or service levels relating to the Telephony Services (which may have a materially adverse change to such Telephony Services) in order to reflect contractual changes imposed upon the Company by its suppliers (including without limitation Wholesale Telephony Suppliers) or any decision, request by or change in the regulatory regime by the relevant regulatory authorities by giving at least thirty (30) days written notice to the Customer before the change takes effect.

2.10. The Customer undertakes to the Company to ensure that the Telephony Services and the Company Network are not used:-

- 2.10.1. for the transmission of any material which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character; or
- 2.10.2. otherwise in a manner which constitutes a violation or infringement of the rights of any other party; or
- 2.10.3. otherwise than for the purpose of a telecommunications system; or
- 2.10.4. in a way that does not comply with the terms of any legislation or any codes of practice, regulations or any licence applicable to the Customer or that is in any way unlawful or fraudulent or to the knowledge of the Customer has any unlawful or fraudulent purpose or effect; or
- 2.10.5. in connection with the carrying out of fraud or criminal offence against any other public telecommunications operator; or
- 2.10.6. in a way that does not comply with any instructions given by the Company from time to time; or
- 2.10.7. in a way that in the Company reasonable opinion could materially affect the quality of any telecommunications service or other service provided by the Company or any third party; or
- 2.10.8. to make nuisance calls or spam; or
- 2.10.9. to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others; or
- 2.10.10. to obtain access, through whatever means, to notified restricted areas of the underlying network; or
- 2.10.11. to send and receive data in ways or volumes which adversely affect the network (or any part of it) which underpins any Service or to adversely affect other customers of the Company or of its suppliers; or
- 2.10.12. in a way which (in the reasonable opinion of the Company) brings the name of the Company or its supplier into disrepute, or which places the Company in breach of the Act.

2.11. The Customer agrees that at all times during the term of this Agreement it shall:

- 2.11.1. provide access to and a safe working environment at its Sites for any Authorised Persons during the Customer's normal working hours and allow the removal, installation and maintenance of the Company Access Equipment and CPE;



- 2.11.2. keep its telecommunications equipment including without limitation the Company Access Equipment and CPE in good working order and ensure that the equipment complies with all applicable standards and approvals so as to enable the Company to provide the Telephony Services;
- 2.11.3. only use and connect those telephones, ducting, cables, sockets and other equipment to the Company Network that have been approved in advance by the Company in writing and comply with all the relevant legislation relating to the use of such equipment including the relevant standards required under the Act; and
- 2.11.4. inform the Company by 3 (three) months' prior notice in writing of any premises relocation or change of telephone number(s) on which the Telephony Services are registered;

3. Supply of Telephone Numbers

- 3.1. The Customer hereby acknowledges and accepts that OFCOM has the power to withdraw an allocation of telephone numbers and the suppliers of the Company Network may withdraw an allocation of telephone numbers to the Company and that therefore any new telephone numbers provided to the Customer under this Agreement, prior to their connection, cannot be guaranteed as available and therefore the Company shall not be liable for any costs incurred by the Customer in the use of any such telephone number (including, without limitation, in the advertising of such telephone number) which is withdrawn by the OFCOM and/or the relevant suppliers of the Company Network prior to connection (save where and to the extent that such withdrawal is the fault of the Company).
- 3.2. Without prejudice to any rights the Customer may have to port a number allocated to it, the Customer acknowledges it does not own or have any right to sell any number provided to it by the Company. Where the Customer has a number from a national numbering plan, the charges for porting such number shall be as agreed between the Company and the Customer.
- 3.3. Phone numbers allocated by the Company on any of its cloud hosted platforms, including but not limited to "VoIP Accelerate" and "SIP Trunks" will remain the property of the Company and are only provided for use within its cloud platform. The Customer acknowledges that these numbers cannot be ported out to any other provider, and that they do not own or have any right to sell any number provided to it by the Company.

4. Telephony Maintenance Services

- 4.1. In consideration of (and subject to) the payment by the Customer of the appropriate Fee on the payment terms detailed in the Quotation, the Company shall supply to the Customer the Telephony Maintenance Services in accordance with this Agreement.
 - 4.1.1. Subject to earlier termination in accordance with its terms, this Agreement for Telephony Maintenance Services shall run for the minimum term specified in the Quotation (**Minimum Term**). Upon the expiry of the Minimum Term, or any anniversary thereafter, this Agreement in relation to the Telephony Maintenance Services will renew automatically for further periods of twelve months.
 - 4.1.2. The Customer may terminate this Agreement in relation to the Telephony Maintenance Services by giving 90 (ninety) days notice in writing to the Company, such notice to become effective no

earlier than the expiry of the Minimum Term or upon each anniversary of such date thereafter (as applicable).

- 4.1.3. Unless specified otherwise in the Quotation, Telephony Maintenance Services are only provided during normal Business Hours.

4.2. Provision of Telephony Maintenance Services.

- 4.2.1. The Telephony Maintenance Services shall apply only in respect of Equipment as set out on the Quotation and any Other Equipment which it is agreed between the parties in writing shall be included under this Agreement.
- 4.2.2. Unless it is otherwise stated on the Quotation that a different level of Service (in terms of response times and hours of attendance) will apply, the Company will use its reasonable endeavours to, within two Business Days of receipt of notification from the Customer of a request for the provision of Telephony Maintenance Services and the Equipment being made available, commence during Normal Working Hours all adjustments, repairs and replacements of defective components resulting from fair wear and tear and/or faulty workmanship of the Company and/or materials which in the opinion of the Company are necessary for the proper functioning of the Equipment. Any time period stated in respect of the Company's obligations under this Agreement is not guaranteed nor deemed to be of the essence of this Agreement.
- 4.2.3. Where the Company replaces defective Equipment or part thereof, it shall be entitled to supply serviceable reconditioned items in substitution thereof. These clauses shall continue to apply to the Equipment embodying such substituted items.
- 4.2.4. The Company does not warrant that the provision of Telephony Maintenance Services (or any additional Telephony Services supplied pursuant to this Agreement) will ensure that the Equipment operates without interruption or error.
- 4.2.5. Subject to spare part availability, the Company shall provide all necessary spare parts (in the reasonable opinion of the Company) required to keep the Equipment in satisfactory operation. All replaced parts shall become the property of the Company.
- 4.2.6. Telephony Maintenance Services shall not include the following (the "Excepted Telephony Services"):
 - (a) the repair of damage to the Equipment resulting from accident, neglect or causes other than ordinary use (including, but not limited to, failure to observe any instructions supplied by the Company regarding the operation of the Equipment);
 - (b) repair, labour or materials required as a result of theft, vandalism, fire, lightning, water damage, fluctuations in electrical power supply, unsatisfactory environmental clauses, telephone line clauses, the connection of unapproved accessories, attachments or other devices or as a result of a breach by the Customer of any of the terms of clause 4.5;
 - (c) the alteration, modification or maintenance of the Equipment by any person other than



the Company without the Company's prior written consent;

- (d) the transportation or relocation of the Equipment save where the same has been performed at the request of the Company;
- (e) the maintenance or repair of any extension wiring, any Equipment not at the Site, or of anything other than the Equipment;
- (f) any defect or error in any software used upon or in association with the Equipment;
- (g) the reprogramming of the Equipment to provide improved or modified service or facilities;
- (h) Equipment faults caused by telephone area code changes or changes in Wholesale Telephony Suppliers;
- (i) ancillary items including but not limited to answer-phones, analogue and digital phones or devices, call loggers, payphones, computers, servers, uninterruptible power supplies, batteries, fax machines, public address systems, printers, cabinets, external music on hold sources, any cabling and/or consumables unless otherwise agreed in writing;
- (j) maintenance arising from loss of equipment as the Telephony Maintenance Services are limited to repair or replacement of faulty equipment on a like-for-like exchange basis; and/or
- (k) a dedicated helpdesk.

4.3. Additional Fees

- 4.3.1. The Company may, in its sole and absolute discretion, upon request by the Customer provide all or any of the Excepted Telephony Services (as referred to above) but shall be entitled to charge for the same by levying additional Fees in the manner described below.
- 4.3.2. Without prejudice to clause 4.3.1 above the Company shall be entitled to levy (and receive from the Customer) additional Fees in the manner described in clause 4.3.3 below if:
 - (a) Telephony Maintenance Services are provided in circumstances where any reasonably skilled and competent person would have judged the Customer's request to have been unnecessary; and/or
 - (b) the Customer reports an apparent fault of the Equipment to the Company and upon investigation by the Company the Equipment and/or its Installation is found not to be defective (including without limitation) a charge for the investigation and/or for any call-out including, without limitation, Equipment changed in a postal exchange where the Company reserves the right to make a charge up to the replacement value of the item in question); and/or
 - (c) the Customer reports an apparent fault with the Equipment and/or Services to the Company and upon investigation by the Company and/or the Wholesale Telephony Supplier, the fault does not relate to the Services and as such a third party supplier (including but not limited to the Wholesale

Telephony Supplier) makes a charge to the Company.

4.3.3. Additional Fees shall be levied by the Company as follows:

- (a) following completion of the work in respect of additional Telephony Maintenance Services supplied under clause 4.3.1 and 4.3.2(a); and
- (b) following completion of the investigation and/or call out in respect of clause 4.3.2(b) and 4.3.2(c); and
- (c) such additional Fees (calculated in accordance with the tariff prevailing at the time) shall be payable by the Customer within 14 (fourteen) days of the date of an invoice.

4.4. Discontinued Telephony Services

- 4.4.1. Without prejudice to clause 9 or any other right of suspension or termination of Telephony Services under these clauses, the Company shall have the right to discontinue the Telephony Maintenance Services in respect of specified Equipment (without further liability to the Customer) in the event that the Company's supplier and/or the manufacturer has ceased to supply such Equipment provided that the Company shall notify the Customer as soon as reasonably practical after it is aware of any cessation in supply of the Equipment and shall arrange with the Customer to either terminate this Agreement or replace or upgrade the affected Equipment at the Customer's expense.
- 4.4.2. Without prejudice to clause 9 or any other right to terminate any Telephony Services under these clauses, the Company shall have the right to terminate forthwith the supply of the Telephony Maintenance Services (without further liability to the Customer) in the event that any necessary approvals required by the Company to maintain any of the Equipment are disallowed or revoked by any government or regulatory agencies or any third party.

4.5. The Customer undertakes that:

- 4.5.1. it shall ensure that the Equipment is used in a normal and proper manner;
- 4.5.2. it will carry out such routine day-to-day preventive maintenance measures as may be recommended in the customer operating instructions and manufacturer's written recommendations supplied with the Equipment ("User Instructions");
- 4.5.3. it will carry out minor maintenance adjustments suggested by the Company which includes minor programming changes with telephone support and replacement of handsets and cords which are relayed by courier or post;
- 4.5.4. it will not permit alteration to call routing apparatus or extension wiring except by the Company, or by the Company's authorised agents, save that in relation to the connection of other apparatus to the Equipment, such connection may be performed by another person at the Customer's expense if either
 - (a) the Company so agrees in writing, or
 - (b) the Company fails to carry out the connection itself within twenty-eight days



after receiving written notice from the Customer stating that the Customer wishes specified apparatus to be so connected and naming that other person by whom the Customer wishes the connection to be performed;

- 4.5.5. it will appoint at least one member of its staff as a "Principal Operator", who will be trained in the use of the Equipment. The Customer will ensure that such Principal Operator is available to carry out the instructions in the User Instructions and to liaise on Telephony Maintenance Services matters with the Company;
 - 4.5.6. it will not employ or permit a third party to make any alterations to the programming or physical structure of the Equipment;
 - 4.5.7. it will ensure that the environmental clauses for the Equipment are maintained in accordance with the User Instructions;
 - 4.5.8. if the Equipment is not (immediately prior to the Commencement Date) either already maintained by the Company or within the scope of an express warranty given by the supplier thereof, then the Company may at its discretion inspect the Equipment and undertake such repair work as may be necessary to put the Equipment in good working order. The Customer shall pay for such inspection and repair at the Company's then current charge rates applying at that time, and such payment shall be in addition to the Annual Support Charge.
- 4.6. Change of Location
- 4.6.1. The Customer will not move any of the Equipment, nor remove the Equipment from its location as at the Commencement Date without the prior written consent of the Company, (such consent not to be unreasonably withheld). Where the Company consents to such relocation, the Company shall provide a relocation and installation service, the cost of which shall be paid by the Customer in accordance with the Company's then current charges applying at that time, and such payment shall be in addition to the Annual Support Charge.

5. Minimum Term and any Extended Term

- 5.1. The Customer acknowledges that the Minimum Term of the Telephony Services begins from the Commencement Date.
 - 5.1.1. After confirming the Quotation using the online quotation and/or signature platform, the Customer's order will be placed on our system and the Customer will be notified by email when their Service will become live on the Company Network.
 - 5.1.2. With respect to the Service being, but not limited to, Connectivity, Phone Lines, SIP Trunks, Hosted VoIP or Broadband Services, the Commencement Date will be the date when the Service becomes live on the Company Network.
 - 5.1.3. In the event where the Customer terminates a Service prior to the Commencement Date after confirming the Quotation using the online quotation and/or signature platform, cancellation charges set out in clauses 5.3 to 5.5 inclusive shall apply which includes, but not limited to, Service charges up to the end of the Minimum Term.

- 5.2. In the event of the Customer wishing to terminate this Agreement at any time prior either to the expiration of the Minimum Term or any Extended Term and the Company (in its sole discretion) electing to accept such notice or the Company terminating this Agreement during the Minimum Term or any Extended Term the Customer shall pay in full an amount equal to the Discount for the period any of the Telephony Services have been supplied as Discounted Telephony Services during the Minimum Term or any Extended Term.

- 5.3. In the event of the Customer:

- 5.3.1. terminating this Agreement; or
- 5.3.2. receiving notice from the Company terminating this Agreement pursuant to clause 9.4

during the Minimum Term or any Extended Term;

then the Customer accepts that the Company shall be entitled to invoice the Customer a cancellation charge which is equal to 100% of the total charges which would have been payable during each month outstanding during the remainder of the Minimum Term or any Extended Term (as relevant) (Cancellation Charge). For the purposes of this clause 5.3 the charges shall be calculated using:

- (a) the average of the last three monthly amounts invoiced by the Company to the Customer prior to the Cancellation Charge becoming payable; or
- (b) the actual amount payable by the Customer for the Telephony Services during the last full calendar month immediately prior to the said breach (whichever is the higher); or
- (c) where no invoice has been submitted to the Customer prior to the Cancellation Charge becoming payable the amount of the estimated spend (divided by 12 where such estimated spend is based upon a year rather than a month).
- (d) The amount payable pursuant to this clause 5.3 is without prejudice to the amounts detailed in clauses 5.2 which is payable in addition.

- 5.4. If a Line or the provision of a Line Rental Service or Broadband Services is cancelled by the Customer during the Minimum Term or any Extended Term then the balance of the rental which would have been paid for the remaining period of the Minimum Term or any Extended Term (as relevant) becomes payable immediately.

- 5.5. Where the Company terminates this Agreement pursuant to clause 9.4 such termination shall for the purposes of this clause 5.5 be treated as a cancellation by the Customer of the Line Rental Service or Broadband Service.

6. Service Specific Clauses and Acknowledgements

6.1. Cloud Based Phone Services

- 6.1.1. The Company provides a range of Internet Protocol telephony Services (Cloud Based Phone Services) which, together with the Company's traditional voice Telephony Services, are delivered from an integrated switching, provisioning and billing platform but your calls are carried by Internet Protocol rather than the traditional Public Switched Telephone Network (PSTN);
- 6.1.2. The Cloud Based Phone Services support 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of Customer



connectivity to the internet for whatever reason. In such circumstances the Customer should use their PSTN line to make the emergency call. Furthermore it may on occasions not be possible for emergency services personnel to identify the Customer's location and telephone number so this information should be stated promptly and clearly by the Customer when making such a call.

- 6.1.3. Cloud Based Phone Services call quality can vary depending on the quality of internet connection at the Site of use. It is the Customer's responsibility to ensure their internet connection is adequate enough for their Cloud Based Phone Services requirements prior to placing an order with the Company.
- 6.2. Broadband Services
- 6.2.1. If in the Company's opinion any Broadband Customer Equipment fails to comply at any time with the requirements and standards set out by the Company or is causing disruption to any Service or to other Customers then the Company may in its absolute discretion disconnect the Broadband Services relating to that Broadband Customer Equipment or take such other steps as it judges appropriate to resolve the disruption. In such case the Company will inform the Customer.
- 6.2.2. The Customer must not use a Broadband Service:
- (a) to knowingly make available or upload files that contain software or other material, data or information not owned by or licensed to the Customer; or
 - (b) to knowingly make available or upload files that contain a virus or corrupt data; or
 - (c) to falsify the true ownership of software or other material or information contained in a file that the Customer makes available via the Broadband Service; or
 - (d) to publish, post, distribute, disseminate, send, knowingly receive, upload, download, use or re-use material which is abusive, indecent, defamatory, offensive, obscene or menacing, or in breach of copyright, privacy or any other rights; or
 - (e) to deliberately abuse any part of the Company's Service(s); or
 - (f) to post or send the same or similar messages in multiple use net or news groups; or
 - (g) to post or send off-topic items to a use net or news group; or
 - (h) to send or provide unsolicited commercial messages or communications in any form; or
 - (i) to falsify user information; or
 - (j) to act in such a way which threatens the integrity or security of any computer system; or
 - (k) with a view to avoiding incurring or paying charges for such usage; or
 - (l) with a view to degrading the use of services by third parties; or
 - (m) to violate general standards of internet conduct and usage such as (distributed) denial of service attacks, web-page defacement, and port and network scanning; or

- (n) to disclose passwords; or
- (o) to violate any restrictions on the size of e-mails; or
- (p) to forge addresses; or
- (q) to share network connections in a manner enabling third parties to access and use such connections; or
- (r) other than in accordance with the acceptable use policies of any connected networks.

6.2.3. Use of the internet (which is separate from the Broadband Service) is at the Customer's own risk and subject to any applicable laws. The Company will not be liable for any goods, services, information, software, or other materials that the Customer may obtain when using the internet or newsgroups, nor for any consequences resulting from viewing, downloading or any interaction whatsoever with the internet or with newsgroups.

6.3. Number Portability

6.3.1. The Customer confirms it is aware of any requirements that may apply in relation to the portability of any numbers and that it does not own any number nor has any right to sell or to agree to transfer any number provided to it.

6.4. Intellectual Property Rights

6.4.1. Nothing in this Agreement entitles the Customer to use and the Customer will not use the logos or trademarks of the Company or Wholesale Telephony Suppliers' intellectual property (including the Wholesale Telephony Supplier's Associated Companies and trading divisions,) and whether or not such intellectual property is registered or not. In addition the Customer will not use, or permit any use of the Wholesale Telephony Suppliers' names in connection with any of the Company's Services. Any breach of this clause 6.4 will be a material breach of this Agreement for the purposes of clause 14 of the main agreement.

6.5. Line Rental Service

6.5.1. Before any Customer can obtain the Line Rental Service it needs to terminate its contract with its current service provider covering access to the Wholesale Telephony Supplier network.

6.6. General Telephony

6.6.1. All calls placed through the Company carry a minimum call charge of 1p regardless of the length of the call.

6.6.2. Unless agreed otherwise, our Standard Call Rates will apply to all telephony and call termination products which include analogue PSTN, ISDN and Cloud Based Phone Services.

7. Least Cost Routing Software

7.1. Where the Customer has Least Cost Routing Software available for use at its premises, the Company will, if necessary, and at its sole discretion, reprogram it in order to provide the Telephony Services. Where the Customer does not have Least Cost Routing Software available for use at its premises, the Company will, if necessary, and at its sole discretion supply, install and connect the Customer to the Company Access Equipment, in order to provide the Telephony Services.



8. Data Storage and Use

- 8.1. The Company may collect and store data and information about the Customer and its use of the Telephony Services and provide this information to:

- 8.1.1. Wholesale Telephony Suppliers;
- 8.1.2. companies affiliated with the Company; and
- 8.1.3. third parties in addition to Wholesale Telephony Suppliers.

To the extent that the Customer does not wish such information to be provided to third parties (other than Wholesale Telephony Suppliers) it may notify the Company of this at any time in writing.

9. Right to Suspend and Alter this Agreement

- 9.1. The Company may suspend the Telephony Services to the Customer at its sole discretion including but not limited to the following:-

- 9.1.1. in the interests of the quality of the Telephony Services or the Company Network; or
- 9.1.2. if any credit limit agreed between the Company and the Customer from time to time is exceeded; or
- 9.1.3. if any term of this Agreement is breached (including, without limitation, in the event of a failure to make any payment or provide any deposit required to be made or provided under this Agreement); or
- 9.1.4. in order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority; or
- 9.1.5. if fraud or attempted fraud or serious illegal misuse is suspected by the Company (in its reasonable opinion) to have taken place or possibly be about to take place in connection with the use of the Telephony Services or the Company Network; or
- 9.1.6. if in the Company's reasonable opinion it suspects the Customer is offering to resell the Telephony Services to any third party.

- 9.2. Where the Company alters the provisions of the Telephony Services pursuant to clause 9.1, the Customer shall not be entitled to terminate this Agreement.

- 9.3. This Telephony Services Agreement may be terminated by either the Company or the Customer giving at least 90 (ninety) days prior notice in writing to the other (including week-ends and bank holidays) such notice to expire after the Minimum Term (or Extended Term, where applicable) which falls 90 (ninety) days or more after the date upon which such notice is given.

- 9.4. The Company may terminate Broadband Services or the provision of a Line Rental Service to any individual Site on 28 days written notice to the Customer in circumstances which include but are not necessarily limited to the following:

- 9.4.1. where a Site has been demolished; or
- 9.4.2. where the new occupant at a Site does not wish to receive such Telephony Services.

10. Liability

- 10.1. The Company shall have no liability under this Agreement of the acts and omissions of Wholesale Telephony Suppliers or the breakdown total or partial of the Company Network or any other network.

- 10.2. To the extent that all or any part of the Telephony Services are faulty, unavailable or interrupted, the Customers sole and exclusive remedy shall be to such compensation as the Company is entitled to from time to time from its relevant wholesale supplier.

- 10.3. The Company shall not be liable for faults in the Customers telecommunications equipment which result in the Company being unable to provide the Telephony Services.

- 10.4. Dates and times for provisions of the Telephony Services shall be estimates only and no liability shall accrue to the Company for failure to meet any such dates or times. the Company will not be held responsible for any loss due to programming errors or omissions made by any User or third party supplier.

- 10.5. The Company reserves the right not to provide the Telephony Services due to any technical limitation in the Customers telephone system, telephone exchange or the Company Access Equipment.

- 10.6. The limitations of liability shall in this clause 10 remain in full force and effect notwithstanding the expiration or any termination of this Agreement for any reason whatsoever.

11. Complaints and Dispute Resolution

- 11.1. Without prejudice to any statutory rights of the Customer (if any), the Company undertakes to try and resolve any disputes between it and the Customer in relation to the subject matter of this Agreement in accordance with the Company Code of Practice from time to time in force (the current version of which can be viewed on the Company website).

- 11.2. Where, at the end of the complaints procedure the Customer feels that the complaint or dispute concerned has not been properly addressed to its satisfaction then it may, without prejudice to its other rights or remedies, contact CISAS, the independent dispute resolution service, at 70 Fleet Street, London, EC4Y 1EU (or alternatively through its website at www.cisas.org.uk, by email to info@cisas.org.uk, or by telephone to 020 7520 3827).

Schedule 10 – SERVICE LEVEL AGREEMENT

1. The Company shall in no circumstances be liable for providing any Services or Equipment which are not identified in a Contractual Document.
2. "Service Hours" shall be between 9:00am and 5:30pm on Business Days.
3. A "Support Ticket" means a request for support or a report of an error with Equipment or Service raised by the Customer and brought to the Company's attention in writing via our support website <https://support.iceconnect.com> or via email to our support address support@iceconnect.com or by phone to 020 3358 0000.
4. The Company will respond to support tickets raised by the Customer within 4 Service Hours of tickets being raised.
5. Subject always to clauses 4.2 and 13.12 of the main body of this Agreement and without prejudice to the other terms of the Contractual Documents, the Company guarantees that Website Hosting and Cloud Services shall have availability of no less than 99%. Where availability falls below such a level, the Company may offer the Customer a discount or reduction of its next invoice.
6. The Company shall not be liable for any loss or damage which arises from the Customer's attempt to fix the Equipment or the Services without the Company's input or assistance.



7. The Customer accepts that the Company cannot replace lost passwords or access codes and that it shall be solely liable for any such lost passwords or codes.
8. The Company shall not be obliged to provide any form of maintenance or support outside of Business Hours. If it agrees to provide such services outside of Business Hours then the

Company shall be entitled to charge the Customer for its time on the basis of its then current charging rates.

9. The Company's obligations under any service level agreements shall not apply during maintenance windows, in the event of customer misuse, or in cases where service interruptions are caused by third-party providers.

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