GENERAL CONDITIONS OF SALE

1 DEFINITIONS AND INTERPRETATION

1.1

1.2 In this Agreement, the following terms and expressions shall have the following meanings unless the context otherwise requires:

TERM / EXPRESSION	MEANING
"Affiliate"	means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);
"Agreement"	means this agreement between the Customer and Company recorded in the documents described in clause 28 of these General Conditions;
"Charges"	means the monies payable by the Customer to Company under this Agreement, as set out in the Commercial Schedule or Sales Order;
"Commencement Date"	means the date upon which this Agreement has been signed by the Customer;
"Commercial Schedule" or "Sales Order" or "Statement of Work"	means the document or documents entitled Commercial Schedule and/or Sales Order and/or Statement of Work, which set out the Charges associated with a particular Service and any Minimum Term, all of which shall form part of this Agreement;
"Company"	means Fourteen IP Communications Limited or Fourteen IP Hospitality Communications Europe Limited as set out in front of this Agreement in the section entitled "Your Agreement";
"Company Employee"	means any employee or other staff of the Company or a Company Affiliate or any employee or other staff of any direct or indirect sub-contractor or supplier of the Company or a Company Affiliate who provides the Services on behalf of Company;
"Company Representative"	means a representative of Company and which includes a representative of Company's suppliers;
"Company Website"	means www.fourteenip.com;
"CPI Rate"	means the "CPI Percentage change over 12 months: monthly rate" announced by the Office for National Statistics in the February preceding a CPI Change;
"Data Protection Laws"	means all applicable laws and regulations relating to the processing of personal data and privacy including the UK Data Protection Act 2018 and the General Data Protection Regulation 2016/679 ("GDPR") and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated. The terms "Controller", "Processor", "Data Subjects", "Personal Data", "processing" (and its variants) shall have the meaning given to them in the Data Protection Laws;

© Fourteen IP Group Limited 2025 (July 2025)

TERM / EXPRESSION	MEANING
“Employee Liability Information”	shall have the meaning ascribed to it in the TUPE Regulations, as amended from time to time;
“End User Licensed Software”	means any software, the licence terms of which are governed by a separate agreement with the licensor of such software, typically by means of a “click wrap” or “shrink wrap” licence agreement;
“Equipment”	means equipment purchased by the Customer from the Company or its approved suppliers under this Agreement which may be used in the provision of the Services, as detailed in the Commercial Schedule or Sales Order, quotation, order form or other document agreed between the parties from time to time;
“EU GDPR”	means the European General Data Protection Regulation (EU 2016/679);
“General Conditions”	means this document entitled “General Terms and Conditions of Sale Customers”;
"Incident"	means any reported event which is not part of the standard operation of a Service and which causes disruption to or a reduction in the quality of such Service;
“Internet”	means the global data network comprising interconnected networks using the TCP/IP protocol suite;
“Minimum Term”	means the initial period of this Agreement as specified in the Commercial Schedule or Sales Order or Statement of Work and if not specified shall be the period from the Commencement Date until the expiry of the last Minimum Term;
“Network”	means the Company network and the network of any Third Party used by Company to supply the Services, as applicable;
“Personal Data Breach”	means any breach of security leading to the accidental or unauthorised destruction, loss, alteration, disclosure of, or access to, Personal Data;
“Replacement Services”	means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than Company following the termination of this Agreement (or the relevant part of this Agreement) or the termination of any or all of the Services;
“Service(s)”	means the service(s) identified in the Commercial Schedule(s) and/or Sales Order and/or Transaction Document and provided by Company as such service(s) are described in the Terms, Service Schedules and/or Commercial Schedule as applicable and any other services agreed by the parties from time to time;
“Service Commencement Date”	in respect of a Service or a particular instance of a Service means the date on which that particular Service or particular instance of a Service is first provided to the Customer, or as otherwise explicitly set out in this Agreement;
“Services Provider”	means a provider of telecommunications services or other services similar to the Services, including Company or a Company Affiliate or any direct or indirect supplier of Company or an Company Affiliate;
“Service Schedule”	means the document entitled “Service Schedule” containing additional terms relating to a particular Service and such schedule shall form part of this Agreement;
"Service Transfer"	means the transfer of a Service (or any part of a Service) that had been provided pursuant to this Agreement (as a result of termination of this Agreement or otherwise);
“Site”	means (where applicable) a physical location at which any Equipment shall be located and/or at or to which a Service shall be provided;

© Fourteen IP Group Limited 2025 (July 2025)

TERM / EXPRESSION	MEANING
“Software”	means any software, excluding End User Licensed Software, supplied to the Customer by Company under this Agreement and includes all other software identified in this Agreement as “Software”;
“Statement of Work” or “SOW”	means the document entitled “Statement of Work” or “SOW” containing additional terms relating to a particular Service which shall form part of this Agreement;
“Successor Supplier”	means any entity (including the Customer where relevant) which provides the Replacement Services;
“Target Delivery Date”	in respect of a Service means the date for the commencement of the provision of the relevant Service as specified by Company;
“Termination Fee”	in respect of a Service, means the early termination fee set out in Sales Order and/or other Transaction Document;
“Term”	means the term of this Agreement as set out in clause 2 of these General Conditions;
“Terms”	means documents entitled “Terms” containing additional terms relating to particular Services or Equipment which shall form part of this Agreement;
“Third Party”	means a person, company or entity other than Company or the Customer;
“Transaction Document”	means a document into which the parties enter to procure the Services under the terms of the Agreement, including a Commercial Schedule, Statement of Work, Service Schedule or Service Order (and any variation thereto);
"TUPE Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted or extended from time to time);
“UK Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018 as amended, extended, re-enacted or consolidated;
“User”	means Customer Employees, subcontractors, agents, customers or anyone else who is permitted by the Customer to use the Service; and
“Working Day”	means Monday to Friday (excluding UK bank and public holidays).

1.3 The headings in this Agreement are for ease of reference only and shall not affect its construction.

1.4 References in this Agreement to any statute or statutory instrument shall include any re-enactment, modifications or amendments thereto for the time being in force.

1.5 References to clauses, sub-clauses, paragraphs, Terms and Service Schedules refer, unless otherwise stated, to clauses and sub-clauses of, and schedules to, this Agreement, and paragraphs to the Service Schedules.

1.6 Unless the context otherwise requires, the singular shall include the plural and vice versa.

1.7 Any obligation (including an obligation to “procure” or “ensure”) assumed by an obligor under this Agreement takes effect as a primary obligation.

1.8 References in this Agreement to a Service shall include any instance of such Service as applicable (for example, reference to a landline Service shall include both all landline Services provided to the Customer and/or each individual landline, as the context requires).

© Fourteen IP Group Limited 2025 (July 2025)

1.9 Where a term or acronym appears in capital letters and is not specifically defined in this Agreement it shall have its industry standard meaning as would be reasonably understood by a customer or supplier of telecommunications or information technology services.

2 COMMENCEMENT AND TERM

This Agreement shall commence on the Commencement Date and shall continue for the Minimum Term and thereafter until the last remaining Service is terminated in accordance with this Agreement.

3 SUPPLY OF SERVICES AND/OR EQUIPMENT

3.1 In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in this Agreement, the Company shall supply the Services and/or Equipment as applicable in accordance with the terms of the Agreement.

3.2 The Company shall commence supplying a Service on the relevant Service Commencement Date and shall supply those Services for the relevant Minimum Term and thereafter until terminated by either party in accordance with the provisions of this Agreement.

4 COMPANY OBLIGATIONS

4.1 The Company will supply the Services with the reasonable skill and care of a competent telecommunications service provider.

4.2 The Company does not guarantee that the Services will be continuously available and/or fault-free. The Customer acknowledges that faults may occur from time to time, provided that any specific availability or service levels agreed between the parties or as set out in a Service Schedule will take precedence.

4.3 The Company will use reasonable endeavours to provide the Services subject to technical and commercial feasibility, and usually subject to a survey and quotation.

4.4 The Company shall be entitled to change the way it provides a Service, provided that any change to the way it provides such Service does not materially impact the ability of the Company to provide the Service to the Customer.

4.5 The Company shall use reasonable endeavours to provide the Services and/or Equipment within any time periods and/or by any date indicated to the Customer, but all time periods and dates (including the Target Delivery Date) are estimates and except where explicitly stated the Company shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

4.6 Unless expressly stated in writing by the Company all prices quoted exclude taxes, customs and excise duties, postage, packing and delivery which shall be payable by the Customer. The packaging is at the sole discretion of the Company which shall have the right to pack or deliver the Equipment and Services in such reasonable manner and with such reasonable materials as it thinks fit.

5 THE CHARGES

5.1 The Charges for Services and/or Equipment detailed in the Commercial Schedule and/or Sales Order are available subject to the Customer fulfilling all of its commitments as set out in this Agreement, including but not limited to:

a) paying the Charges in accordance with this Agreement; and
b) performing any assumptions and other obligations set out in a Transaction Document.

5.2 The Customer shall pay the Charges for:

a) each Service provided by the Company (whether or not the Service is used by the Customer);
b) where applicable, the Equipment; and
c) any other products or services agreed between the parties from time to time,

in accordance with this clause 5.

5.3 Most Charges are set out in the Commercial Schedule and/or Sales Order. Where a Charge is not set out in the Commercial Schedule, the Charge shall be:

a) as set out on the Company Website at the time the Equipment, Service or other agreed product or service was supplied; or
b) as notified to the Customer by Company (including in a Service Schedule or quotation).

5.4 Usage based Charges shall be based upon data recorded by or on behalf of Company. The Customer accepts that the call tariffs set out in the Company price lists and tariffs are set by the Company by reference to the telecommunications tariffs of third parties which the Company pays to provide the Services to the Customer (insofar as the applicable Services are being provided to the Customer by the Company). Those third-party tariffs are not controlled by the Company and are subject to increase or decrease at any time. Due to the nature of these circumstances the Company may increase or decrease its call tariff changes as set out on the price list and the Customer shall pay such increased or decreased rate in the charges.

5.5 The Charges are exclusive of value added tax which will be charged at the prevailing rate.

5.6 On 1st January each year the Company may increase or decrease Charges by the CPI Rate (an "**CPI Change**"). Company will notify the Customer or publish the relevant CPI Rate on the Company Website as soon as it becomes available.

5.7 The Charges will include visits and/or support being made to the Customer Site where specified in a Transaction Document and where additional visits and/or support over and above this stated number or where remote visits or support longer than 30 minutes are required the Company shall be entitled to make a reasonable charge for such additional visits.

5.8 All prices are subject to the survey and quotation. The Customer accepts that following a survey the Company may amend the price within 30 days of the survey to reflect the actual requirements of the Site without any formal variation process and the new price shall apply to this Agreement. In the event of an increase of more than 10% to the price the agreed variation procedure whereby both parties' authorised representatives sign the variation agreement shall be used. Where no variation can be agreed the Company reserves the right but not the obligation to cancel the Agreement within 10 days of the new price being issued and no reply or a refusal to vary being made by the Customer.

5.9 Notwithstanding clause 5.8, the Company reserves the right, by giving notice to the Customer at any time before delivery, to make reasonable increases to the price of the Services and Equipment to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, material or other costs of manufacture), any change in delivery dates, quantities or specifications for the Services and Equipment which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

6 INVOICING AND PAYMENT

6.1 Unless otherwise agreed with the Customer, the Company may issue to the Customer on a monthly basis in relation to Services and on delivery in relation to Equipment one or more invoice(s) which shall set out the Charges due in accordance with this Agreement.

6.2 Unless otherwise stated in the Commercial Schedule or Transaction Document, the Customer shall pay in accordance with the terms set out in the Sales Order.

6.3 The Customer shall pay each invoice issued by the Company under this Agreement (including any invoice relating to Termination Fees) within 14 days of the date of invoice. The invoice shall be deemed paid once the Company receives such payment as cleared funds in its nominated bank account.

6.4 The Customer shall pay the Charges (including any Termination Fees) in full without any deduction or set off.

6.5 The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to Company against any liability of Company to the Customer.

6.6 Where the Equipment is to be collected by the Customer or the Customer wrongfully fails to take delivery of the Equipment, the Company shall be entitled to invoice the Customer for the price at any time after the Company has tendered delivery of the Equipment.

Late payment

6.7 Without prejudice to any other rights of the Company, in the event of the Customer failing to pay any sums due to the Company on time or at all, notwithstanding notification by the Company of the overdue debt to the Customer, the Company shall be entitled to:

a) charge interest (both before and after any judgment) on amounts overdue from the Customer under this Agreement from the due date until the payment is actually made at the rate of 4% per annum over the base rate of the Bank Of England for the time being during the relevant period; and

b) suspend the provision of the relevant Service(s) with as much prior notice as the Company considers to be reasonably practicable, until such time as all payments due including all interest accrued has been paid and satisfied in full.

6.8 If the Company and the Customer agree in writing that the Company will issue individual invoices for certain Services for all or some of the Customer's Users, the Customer will ensure that each User pays the Company within 30 days of the invoice date.

6.9 The Customer remains liable to the Company for all Charges whether or not invoiced to Users in accordance with clause 6.8. If Users do not pay their individual invoices within 30 days of the earlier of the specified date or invoice date or exceed their credit terms, the Customer must pay them within 7 days thereafter.

Credit security

6.10 Prior to the Company's acceptance of a Customer's application for Services and/or following any credit check described in clause 30 of these General Conditions, the Company reserves the right to set a credit limit on the Charges that can be accrued under this Agreement and the Company can review any such credit limit at any time. If the Customer exceeds its credit terms the Company may notify it that it has 7 days to pay the relevant invoice.

6.11 The Company may require from the Customer a deposit as security for payment of Charges. The Customer may request the return of any deposit paid at the expiry of each 12 month period after the

deposit was taken but the decision to return any deposit prior to termination of the Agreement will be at the discretion of the Company.

7 NEW SERVICES

New services on the terms of the Company Website

7.1 The Customer may request new services on the terms set out on the Company Website by placing a new service order under this Agreement. Company shall be entitled to accept or reject a new service order. Once a new service order is accepted by the Company:

a) the new Service shall be deemed added to the Agreement (including for the avoidance of doubt, the terms of the Company Website applicable to the Service as well as any applicable Service Schedule(s)); and

b) The Company shall supply to the Customer the Services requested in that new service order on the terms and conditions of this Agreement and any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing orders shall be ineffective.

New services on bespoke terms

7.2 The Customer may request a new service at any time on terms other than those set out on the Company Website. In the event that the Company and the Customer agree the terms that would apply to such new services, those terms will be added to this Agreement by execution of a formal variation.

8 CUSTOMER OBLIGATIONS

8.1 The Customer shall and shall procure that Users (or anyone having access to the Services), shall:

a) comply with any reasonable instructions from the Company and with any health and safety, security, use of Network and fair usage policies as may be implemented and/or amended from time to time relating to the use of the Services and/or Equipment;

b) not use the Services and/or Equipment in a manner which damages the reputation of Company or Company's suppliers, is inconsistent with a reasonable customer's good faith use of the Services and/or Equipment and/or adversely affects the provision of the Services and/or Equipment to other customers;

c) not use the Services and/or Equipment fraudulently or in connection with a criminal offence;

d) not use the Services and/or Equipment in a way that contravenes any Third Party's rights or any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;

e) hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or Equipment;

f) notify the Company of any methods of doing business which may affect the Customer's use of the Services and/or Equipment or the Customer's ability to comply with the terms of this Agreement; and

g) comply with all applicable laws and regulatory provisions.

8.2 Subject to clause 10 of these General Conditions, the Customer agrees that it is procuring the Services solely for its own use and that it will not re-sell or otherwise act as any form of distributor in respect of the Services without the prior written consent of the Company.

8.3 The Customer shall provide the Company with any and all information and/or assistance that the Company may require in order to perform the Services. The Customer shall ensure the information is complete and accurate. The Company shall not be responsible for any failure and/or delay to

provide the Services if such failure and/or delay is a result of the Customer's failure to provide the Company with the required information and/or assistance and/or perform its obligations. The Customer shall reimburse Company for any administrative charges and costs that it incurs as a result of information that it receives in accordance with this clause 8.3 that is incomplete or inaccurate or where those costs result from the Customer's delay or failure to perform its obligations hereunder.

8.4 The Customer shall notify Company immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services.

8.5 The Customer agrees and acknowledges that the Company and/or a supplier of the Company may monitor and record calls or other communications including in relation to the Company's customer services.

8.6 The Customer acknowledges that some of the Services enable access to the Internet and that use of the Internet is solely at the Customer's risk and subject to all applicable laws. The Company has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the Internet.

8.7 The Customer warrants to Company that it will take all reasonable steps (including testing with up-to-date commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by the Company under this Agreement is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

8.8 There is a risk that other users may attempt to access the Services and Equipment through hacking or similar fraudulent use. The Customer acknowledges this risk as inherent to the nature of the Services and agrees to take full responsibility for maintaining adequate security precautions to restrict access to the Services, or through the Services, to the Customer's facilities, equipment, hardware, software, systems, computers, servers, IP addresses, and telephone numbers, to prevent hacking, theft, tampering and/or unauthorised access and prevent the fraudulent, unauthorised, illegal or improper use of the Services, equipment and systems and of the services, equipment and systems of third-parties.

8.9 The Customer agrees to maintain and use secure passwords and secure locations, and agrees to safeguard any passwords and change them regularly and in addition, the Customer is responsible for establishing and maintaining such security measures to protect against PBX hacking and other similar fraud or all other methods of hacking by external third-parties except in relation to any obligations expressly accepted by the Company and stated in writing in the Agreement documentation.

8.10 The Customer agrees to pay any cost (and any applicable taxes and governmental surcharges) incurred from the use of the Services (including usage charges) even if these result from the fraudulent, unauthorised, illegal or improper use of the Services by third parties except where this hacking is solely due to the negligence of the Company. The Customer agrees to pay any claims, costs, damages, liabilities and expenses incurred by the Company as a result of its failure to establish and maintain adequate security measures to protect against the fraudulent, unauthorised, illegal or improper use of the Services except where exclusively due to the negligence of the Company.

8.11 The Customer agrees to notify the Company immediately if it becomes aware at any time that Services are being stolen or fraudulently used giving a detailed description of the circumstances of the theft or unauthorised use, including documentation (e.g., a copy of a police report). The Customer will be responsible for all charges and liabilities incurred in relation to this use (including usage charges).

8.12 Notwithstanding the above the Company will use reasonable endeavours to notify the Customer of fraudulent activity using the most expedient means available however we can offer no guarantee or contractual obligation in relation to the detection of fraud.

8.13 Save where the Customer collects the Equipment from the Company's premises (in which case delivery shall take place at the Company's premises) delivery shall take place at the Customer's premises or such other location stated on the Sales Order or other Transaction Document.

8.14 The Company shall use its reasonable endeavours to complete on any delivery dates stipulated, but such dates are approximate only and the Company shall not be liable to the Customer for any loss, damage, injury, penalty, claim or any other matter of whatsoever nature arising from any delay in delivery and time for delivery shall not be of the essence of the Contract.

8.15 The Company reserves the right to withhold delivery Services and Equipment to the Customer at any time when the Customer is exceeding or upon delivery would exceed any credit limit with the Company, either in relation to such Services and Equipment or otherwise.

8.16 A delivery or collection note or acceptance or satisfaction note (or other analogous document) signed by the Customer or by the Company or other third party as the duly authorised agent of the Customer is deemed to be absolute evidence of delivery or collection of the Equipment specified in the note.

8.17 In the event that the Customer postpones or in any way delays a fault visit, delivery and/or installation date and the Company has to re-schedule such fault visit, delivery and/or installation, the Company reserves the right to charge the Customer for any additional expenses thereby incurred.

9 ANTI-BRIBERY AND CORRUPTION

9.1 In addition to and without prejudice to clause 8.1g) of these General Conditions, the Company and the Customer each agree and undertake to the other that in connection with this Agreement and the transactions contemplated by this Agreement, they will each respectively comply with all applicable laws, rules, regulations of the United Kingdom relating to anti-bribery and anti-money laundering.

9.2 In the event that the Company or the Customer (as applicable) (the **"Enquirer"**) has any basis for a good faith belief that the other party may not be in compliance with the undertakings and/or requirements set out in clause 9.1 of these General Conditions, the Enquirer shall advise the other party in writing and the other party shall co-operate fully with any and all enquiries undertaken by or on behalf of the Enquirer in connection therewith, including by making available the other party's relevant personnel and supporting documents if reasonably deemed necessary by the Enquirer.

9.3 Any breach by a party of this clause 9 of these General Conditions shall be deemed to be a material breach of this Agreement not capable of remedy for the purposes of clause 13.6a) of these General Conditions.

10 CUSTOMER AFFILIATES

10.1 The Customer may, with the Company's prior written consent, permit a Customer Affiliate to use the Services and Equipment supplied by Company to the Customer under this Agreement. The Customer will procure that its Affiliates and all Users are aware of and comply with the terms of this Agreement. The Customer shall be liable to Company for any and all:

a) claims, losses and expenses suffered or incurred by the Company as a result of a breach of a term of this Agreement resulting from a User's use of the Services and/or Equipment; and

b) losses, costs and expenses resulting from any claims against the Company made by any of the Customer's Affiliates or Users (or any other Third Party whom the Customer has permitted to use a Service and/or Equipment) to the extent that such claims exceed the financial caps and other limitations on liability as set out in this Agreement.

10.2 The foregoing liabilities shall remain in full force and effect notwithstanding any termination of this Agreement.

11 VARIATIONS TO THE AGREEMENT

11.1 The Company reserves the right from time to time to vary the Agreement as explicitly stated in this Agreement, including as follows:

a) Subject to clause 5.3a) of these General Conditions, the Company shall be entitled to vary the Company Website. For variations to the Charges set out on the Company Website, such variations shall be published at http//www.14ip.com at least 28 days before such changes come into effect or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable; and

b) The Company shall be entitled to vary the provisions of this Agreement (including for the avoidance of doubt, the Charges subject to clause 13.3 of these General Conditions). Company will provide to the Customer 28 days' notice in writing of any such variation or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable.

12 SUSPENSION

Planned Outages

12.1 The Company may, from time to time, upon reasonable notice where practicable, suspend the Services during any modification or maintenance of the Network and, unless specifically agreed with the Customer, shall have no liability in relation to such suspension.

Unplanned Outages

12.2 The Company may, from time to time and without notice or liability to the Customer, suspend the Services during any technical failure of the Network because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's or Users' own security.

12.3 The Company shall use reasonable endeavours to restore the Services suspended in accordance with clause 12.1 or 12.2 of these General Conditions as soon as reasonably practicable.

12.4 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from the circumstances described in clause 12.1 or 12.2 of these General Conditions.

Actions of the Customer

12.5 The Company may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice in any of the following circumstances:

a) if the Customer fails to comply with the terms of this Agreement after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder); or

b) if the Customer allows anything to be done which in the Company's reasonable opinion may have the effect of jeopardising the operation of the Services or Network if applicable, or if the Services are being used in a manner prejudicial to the interests of the Company and/or a supplier of the Company.

12.6 If the Company has suspended the Services in accordance with clause 12.5 of these General Conditions, the Company shall restore the Services when the circumstance described in clause 12.5 of these General Conditions is remedied.

12.7 The Customer shall remain liable for:

a) all Charges levied in accordance with this Agreement during any period of suspension; and

b) all reasonable costs and expenses incurred by the Company in the implementation of such suspension or disconnection,

where such suspension or disconnection arises from the circumstances described in clause 12.5 of these General Conditions.

Actions of the Company's suppliers

12.8 The Company may, without prejudice to its other rights hereunder, suspend or terminate a Service if a Company supplier suspends, terminates or lets expire the provision of services to the Company which the Company requires to provide such Service and for which the Company is unable to find a replacement supplier, having used its reasonable endeavours. The Company will provide as much notice as is reasonably possible.

Actions by regulators

12.9 The Company may, where requested by or on behalf of a regulatory body (including because of fraud or misuse) or required to do so by law, suspend any Services provided under this Agreement.

13 TERMINATION

Termination for convenience

13.1 This Agreement will automatically renew for successive renewal periods identical to the existing Minimum Term (the "Renewal Term") at the end of the initial term and each Renewal Term, unless either party provides written notice of termination to the other party at least 180 days' prior to the expiration of the current term or any Renewal Term.

13.2 Upon renewal, all terms, conditions, and obligations of this Agreement shall remain the same, except for any changes in fees or pricing, which may be modified in accordance with the terms of this Agreement or any applicable addendums or amendments.

13.3 For the avoidance of doubt, Termination Fees may be payable in accordance with the Service Schedule or Commercial Schedule or Sales Order or Statement of Work if the Customer terminates an order for Services prior to the expiry of any Minimum Term.

13.4 Unless specified otherwise in a Service Schedule or the Commercial Schedule or Sales Order and without prejudice to any other the Company's rights to terminate this Agreement, the Company may terminate this Agreement (in whole or in relation to a particular Service) by providing to the Customer 180 days' notice and, in this event, the Customer shall not be liable for any Termination Fees.

Termination for cause

13.5 The Customer may terminate this Agreement by providing to Company 30 days' notice in writing in the event that the Company:

a) has committed a material breach of this Agreement that is incapable of remedy; or

b) has committed a material breach of this Agreement that is capable of remedy and the Company has failed to remedy that breach within 30 days of the Customer supplying written notice specifying the breach and requiring its remedy.

13.6 The Company may terminate this Agreement (in whole or in relation to a particular Service) by providing 30 days' notice in writing:

a) in the event that the Customer has committed a material breach of this Agreement that is incapable of remedy;

b) in the event that the Customer has committed a material breach of this Agreement that is capable of remedy and the Customer has failed to remedy that breach within 30 days of the Company supplying written notice specifying the breach and requiring its remedy;

c) if any of the events described in clauses 8.1c), 8.1d), 8.1g) and/or 12.5b) of these General Conditions occurs; or

d) if there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).

Insolvency

13.7 A party to this Agreement may terminate this Agreement by providing 30 days' notice in writing in the event that bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation.

Consequences of termination

13.8 If this Agreement is terminated and the Customer wishes to transfer to another service provider, the Company will provide reasonable assistance to the Customer, at the Customer's cost, in respect of the transfer of the Customer's service in accordance with standard telecommunications industry practice.

13.9 Termination or expiry of this Agreement for whatever reason shall not affect:

a) the rights and obligations of the parties which have accrued prior to such termination or expiry; or

b) any provisions of this Agreement which are of a continuing nature and any other provisions of this Agreement necessary for their interpretation or enforcement.

13.10 On termination or expiry of this Agreement (in whole or in relation to a particular Service):

a) any sums properly due from one party to the other will become immediately due and payable (including Charges for the Service(s) up to the date of termination, Termination Fees relating to the Service(s) and/or Charges for any costs incurred by the Company in relation to Equipment or Services ordered by the Customer but yet to be supplied by the Company);

b) the Customer shall cease using the Service(s); and

c) each party will, on request, promptly return to the other all Confidential Information and other property belonging to the other relating to the Service(s) which is in its custody or control or will destroy such Confidential Information and certify such destruction to the other party.

14 EQUIPMENT, STORAGE AND RETENTION OF TITLE

14.1 The Customer shall comply with any instructions provided by the Company or a Company Representative from time to time in respect of the Equipment.

14.2 Certain elements of Services are dependent on the Customer using the Equipment. If the Customer does not use the correct Equipment, then:

a) the Services may not function correctly;

b) the Company may choose not to provide the Customer with the relevant Services; and

c) the Company shall have no liability for the Customer's inability to receive those Services and the Customer remains liable for the relevant Charges.

14.3 No work or materials other than as set out in the Agreement will be supplied or fitted. Unless agreed explicitly as part of the Agreement the Company does not undertake to determine if the Site or any part of the existing structure are suitable for the installation and/or supply. Where the Site is not immediately suitable for the installation or supply, the Company shall not be liable for any delay

relating to this unsuitability and the Customer agrees to pay any reasonable Company expenses, including labour, which are necessary to make the Premises available for the supply.

14.4 The Company shall clear away any Company equipment and easily removable waste using the Customer's waste facilities and apart from this obligation the Customer is not responsible for making the Site good after any work undertaken by the Company at the Site, including without limitation replacing and re-siting items or for re-decorating.

14.5 The area where the Services and Equipment are to be installed and/or supplied must be cleared and made safe by the Customer and made ready for the installation and/or supply on the due date to the satisfaction of the Company. Where the Customer fails to clear the area and it is necessary for the Company to provide labour to do this, the Customer shall pay the Company's proper charges or the work.

14.6 The Company does not undertake to widen any existing brick apertures of windows or doors or carry out any structural alteration or building work.

14.7 The Company shall not be responsible for and will not undertake any wiring, electrical, plumbing or heating work except to the extent that any such work is necessary for the proper installation and/or supply of Services and Equipment.

14.8 The safety of all materials left on Site and part completed installation and/or supply shall be the responsibility of the Customer who shall be liable to the Company for any theft, accidental, malicious or negligent damage and the Customer shall ensure the provision of adequate insurance to cover any loss thereby caused and shall provide a copy on request to the Company within a reasonable time.

14.9 Unless and except to the extent expressly agreed otherwise by the Company in writing, the Company will not undertake any decorating work and will not be responsible for any damage caused to plastering, tiling or decorations.

14.10 The Customer will give access to the Site to the Company and subcontractors at all reasonable times so that the Company may complete the installation and/or supply in accordance with the Agreement.

14.11 The Customer agrees to allow the free use of any services supplied to the Site for the purposes of, or incidental to, carrying out the installation and/or supply.

14.12 Notwithstanding that the Company may have agreed to install and/or supply the Services and Equipment for the Customer the Services and Equipment shall nevertheless be considered as delivered to the Customer when the Services and Equipment are delivered in accordance with this Agreement.

14.13 If the Customer fails to take delivery of the Services and Equipment or fails to give the Company adequate delivery instructions at or before the time stated for delivery (otherwise than by reason of default of the Company, its employees or agents) then, without prejudice to any other right or remedy available to the Company, the Company may:

a) store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

b) sell the Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Agreement.

14.14 Risk in the Equipment shall pass to the Customer on delivery and the Customer shall insure the Equipment accordingly. In the event of any loss or damage to the Equipment prior to the Company receiving payment in full for the Equipment or in respect of any sums owed by the Customer to the

Company, the Customer shall hold the proceeds of any such insurance on behalf of the Company as trustee for the Company provided that in the event that payment is still outstanding from the Customer as at the date of receipt of any such proceeds, such proceeds shall be applied for the payment of the Equipment.

14.15 Notwithstanding the delivery and passing of risk in the Equipment or any other provision of these Conditions, the legal and beneficial property and title in the Equipment shall remain in the Company and shall not pass to the Customer until:

a) the purchase price of all Equipment comprised in the Agreement has been paid in full to the Company in cleared funds; and

b) any other sums due from the Customer to the Company have been paid in full to the Company in cleared funds.

14.16 So long as the property in the Equipment remains vested in the Company the Customer shall keep the Equipment as the Company's fiduciary agent and bailee and shall owe to the Company the normal fiduciary obligations of a bailee by way of custody of the Equipment and shall insofar as may be possible store them in such a way that they are identifiable as the property of the Company and separate from all other goods in the Customer's possession.

14.17 Insofar as the Customer shall, or shall purport to, offer for sale and sell any of the Equipment, it shall do so only at the best obtainable price in the ordinary course of its business as principal and not as agent for the Company. The Company shall, by reason of the said relationship of bailment between the Customer (as bailee) and the Company (as bailor) referred to above, be and remain legally and beneficially entitled to the proceeds of sale and the Customer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept by or on behalf of the Customer in a separate and identifiable form. The proceeds shall not be paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the Customer shall discharge the debt due to the Company and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged.

14.18 Until such time as the legal ownership in the Equipment passes to the Customer, the Company may at any time enter upon any of the Customer's premises and remove the Equipment there from and the Customer irrevocably permits the Company access to the said premises to do so.

14.19 The Customer may attach or fix the Equipment to other property belonging to the Customer but, provided that the Equipment may be removed without causing damage (other than superficial damage) to the property of the Customer, such attaching or fixing shall not affect the ownership of the Equipment.

15 INTELLECTUAL PROPERTY

15.1 All intellectual property rights in the Software, Equipment associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the Software, Equipment or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to the Customer's use of that Software, Equipment or associated documents and all parts thereof, directly against the Customer.

15.2 Unless otherwise specified in this Agreement, all intellectual property developed in the provision of any Service will vest in the Company or its licensors. The Company may use know-how acquired, principles learned or developed or experience gained during the performance of any Service, to perform work for other customers.

15.3 All information or materials exchanged between the Company and the Customer in connection with the Agreement, together with the copyright therein, will remain the property of the Company, the

Company's suppliers or the Customer as applicable and will be returned to the owning party on termination of the Agreement, if requested by such party.

15.4 The Company grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any Software and the Equipment provided by the Company or its suppliers solely in the United Kingdom and EEA in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any Software (or any part of the Software), unless expressly permitted to do so by the Company or by relevant law. This licence will terminate on the termination of this Agreement (or any relevant part of this Agreement).

15.5 The Company grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of this Agreement (in whole or in relation to a particular Service(s)) to use any information or materials provided by the Company to the Customer under this Agreement to the extent necessary for the Customer to receive the benefit of the Service(s). The Customer must not copy, reproduce, distribute, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by the Company or relevant law.

15.6 In the event that the Customer is subject to a claim by a Third Party in respect of any alleged infringement of any trademark, patent, registered design or copyright arising from its normal use or possession of the Equipment, Software, information or materials provided by the Company then the Company will indemnify the Customer in relation to sums awarded or paid in settlement for such claim provided that the Customer promptly notifies the Company of such claim, makes no admission in respect of such claim, the Customer seeks to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows the Company or its licensor to conduct all negotiations and proceedings (providing the Company or its licensor with all reasonable assistance) and allows the Company at the Company's own discretion and expense to modify or replace the Equipment, Software, information or materials so as to avoid any continuing infringement. This indemnity does not apply to any such infringements caused by the Customer's own breach of the terms of this Agreement or the operation or use of the Equipment, Software, information or materials in conjunction with other equipment and software or Services not supplied by the Company pursuant to this Agreement in which event the Customer shall indemnify the Company in respect of any claims, proceedings and expenses arising from any such infringement by the Customer.

15.7 The Customer will not be entitled to and agrees not to:

a) use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of the Company (or any of its suppliers) or any part thereof so that any person might reasonably import a connection between those goods or services and the Company (or any of its suppliers) or any part thereof;

b) register or attempt to register as a trademark anything referred to in clause 15.7a) of these General Conditions; and/or

c) authorise any Third Party to do anything referred to in clause 15.7a) of these General Conditions.

The Customer further agrees not to infringe any copyright or registered or unregistered trademark rights belonging to any Third Party in respect of any Equipment.

End User Licensed Software

15.8 The Customer recognises that the Services may be dependent upon End-User Licensed Software (e.g. click-through licences) and if the Customer does not accept the licence terms relating to any End-User Licensed Software, the Company shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End-User Licensed Software.

15.9 Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.

15.10 The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any Software or materials as agreed between the relevant Third Party and the Company.

16 CONFIDENTIALITY

16.1 Either party receiving Confidential Information (the "Recipient") from the other (the "Disclosing Party") shall not, without the Disclosing Party's prior written consent, use that Confidential Information for any purpose other than for the purposes of fulfilling a party's obligations under this Agreement, or disclose such Confidential Information to any person other than authorised personnel who have a need to know that information.

16.2 Clause 16.1 shall not prohibit use or disclosure of Confidential Information by either party to the extent:

a) the Confidential Information is published by or on behalf of the Disclosing Party or becomes generally known to the public otherwise than as a result of a breach of this Agreement or any other obligation of confidentiality;

b) such Confidential Information was lawfully known to the Recipient prior to the time of disclosure by the Disclosing Party and is not subject to any obligations of confidentiality;

c) the Confidential Information was lawfully disclosed to the Recipient by a third party that was not itself under any obligations of confidentiality;

d) the Confidential Information is replicated or developed independently by or on behalf of the Recipient without access to or knowledge of the Confidential Information;

e) the disclosure is made to the professional advisers of a party provided that such professional advisers are made expressly aware of the confidential nature of the Confidential Information;

f) the disclosure of Confidential Information is required for the purposes of any judicial proceedings arising out of a breach of this Agreement or any other agreement entered into under or pursuant to this Agreement; or

g) the Confidential Information is required to be disclosed by any applicable law or regulation, by any governmental or regulatory body, or by or in connection with the rules of any stock exchange on which the shares of either party or its holding company are listed (including where disclosure is required as part of any actual or potential offering, placing and/or sale of securities of either party or its holding company),

provided however that prior to the disclosure or use of any Confidential Information in the circumstances described in clauses 17.2 (f) or (g), the party concerned shall, where not prevented by applicable law or regulations, consult with the other party about the nature and extent of the required use or disclosure insofar as is reasonably practicable.

16.3 Upon termination of the Agreement, for whatever cause, the Recipient will:

a) cease to use the Confidential Information given to them by the Disclosing Party for any purpose;

b) return to the Disclosing Party or destroy all documents and all other materials containing or reflecting any Confidential Information, together with any copies, which are in the Recipient's possession or control or in the possession or control of any of the Recipient's authorised personnel and which are in a form capable of delivery and destruction; and

c) expunge all Confidential Information from any computer, word processor or similar device into which it was programmed by the Recipient or any of the Recipient's authorised personnel,



provided, however, that the Recipient will be permitted to retain any computer records and files containing any Confidential Information which have been created pursuant to its automatic archiving and back-up procedures ("Information Archives").

16.4 The Recipient acknowledges that neither the return nor the destruction of any Confidential Information in accordance with clause 16.3(b) nor the expunging of any Confidential Information in accordance with clause 16.3(c) will release the Recipient from its obligations under this Agreement. Any Confidential Information retained on a Recipient's Information Archives shall be kept strictly confidential and shall not be used for any purpose, other than as required by applicable laws and regulations.

17 LIMITATION OF LIABILITY

17.1 This clause 17.1 of these General Conditions sets out each party's entire liability (including any liability for the acts and omissions of each party's employees, agents or sub-contractors) to the other party in tort, contract or otherwise, arising out of or in connection with the performance or contemplated performance or non-performance of this Agreement.

17.2 Subject to clauses 17.4 and 17.5 of these General Conditions, neither party shall be liable to the other in respect of any matter arising out of or in connection with this Agreement in contract or tort (including negligence) or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill, business interruption, from wasted expenditure or any loss or corruption of data, or for any indirect or consequential loss or damage whatsoever.

17.3 Subject to clauses 17.2, 17.4 and 17.5 of these General Conditions, the Company's aggregate liability of any sort resulting from breach of contract or negligence, under any indemnity or otherwise arising in connection with this Agreement (whether to the Customer, any Customer Affiliate, Users or otherwise) shall be limited in respect of all claims arising in a Year ("Relevant Year") to the greater of:

a) the sum of £50,000; or
b) an amount equal to the Annual Agreement Value,

where the **"Annual Agreement Value"** means the total Charges paid or payable by the Customer in the Year prior to the Relevant Year (or where a claim arises during the first Year of this Agreement, the Charges paid or payable up to the date on which the Customer's right to take action in respect of the claim arose and subject always to the Company's aggregate liability for claims in the first Year being no greater than the total Charges paid or payable by the Customer in the first Year); and "Year" means the first, and each subsequent, consecutive period of 12 months of this Agreement commencing on the Commencement Date.

17.4 Nothing in this Agreement shall exclude or restrict the liability of either party for:

a) death or personal injury resulting from that party's negligence;
b) claims in respect of the Customer's liability under clause 10 of these General Conditions;
c) any and all damage to any equipment belonging to the Company or the Network caused by the Customer's breach of this Agreement;
d) breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979; or
e) fraud or fraudulent misrepresentation.

17.5 Nothing in this Agreement shall exclude or restrict the liability of either party in respect of any liability which cannot be excluded or restricted by law.

17.6 Nothing in this clause 17 shall apply to the payment of the Charges.

17.7 Subject to clauses 17.4 and 17.5 of these General Conditions, the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

17.8 The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the Agreement between the Company and the Customer. The Company would not be able to provide the Services and/or Equipment on an economic basis without such limitations.

Liability for third parties

17.9 The Company shall not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by the Company as subcontractors or assignees in respect of the performance of the Company's obligations under this Agreement.

18 ASSIGNMENT

18.1 The Customer shall not assign or transfer this Agreement to any Third Party, provided that the Customer may assign or transfer this agreement to a Customer Affiliate with the prior written consent of the Company (such consent not to be unreasonably withheld or delayed).

18.2 The Company may assign or transfer this Agreement to any Affiliate and may subcontract the performance of all or part of the same, provided that the Company shall remain liable for the acts and omissions of its subcontractors.

19 ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement.

19.2 Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause 19.2 shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

20 INVALIDITY

If any of the provisions of this Agreement become invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In such circumstances, the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable.

21 WAIVER

The failure or delay by either party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

22 DATA PROTECTION

22.1 The parties operate in accordance with Data Protection Laws. The Customer and the Company, who shall be Controllers, agree to fully comply with the provisions of or standards required by Data

Protection Laws. The Company shall also act as a Processor for the Customer when acting upon the Customer's instructions when using and connecting Users to the Service.

22.2 The Customer agrees that its details or those of its Users may be used and disclosed by the Company for the purposes of this Agreement and for marketing purposes including informing the Customer and its Users from time to time about other Services or associated technologies. The Customer will ensure that any disclosure of Users' Personal Data by the Customer to the Company is compliant with Data Protection Laws and that Users have been notified of the Company's Privacy Policy located at the Company Website.

22.3 To the extent that the Company is required as part of the Services to process Personal Data as a Data Processor only, the Company shall:

a) process the Personal Data only on behalf of the Customer (or, if so directed by the Customer, Customer Affiliates), for the purposes of performing this Agreement and in accordance with instructions contained in this Agreement or the lawful instructions received from the Customer from time to time. The Company shall notify the Customer in the event that it becomes aware of applicable laws or regulation which prevents the Company from complying with the Customer's lawful instructions, unless such legal requirements prohibits it from doing so;

b) at all times comply with the data security related requirements of Data Protection Laws and shall (i) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, and (ii) take reasonable steps to ensure the reliability of personnel, suppliers and subcontractors who may process Personal Data and ensure that all such personnel are bound by a duty of confidence to maintain the confidentiality of the Personal Data;

c) at the Customer's expense, provide reasonable assistance with the Customer's compliance with any exercise by Data Subjects of their rights under Data Protection Laws;

d) refrain from disclosing Personal Data to any third parties other than to sub-contractors to whom disclosure is reasonably necessary in order for the Company to comply with this Agreement and/or comply with the Customer's instructions (the "Permitted Sub-Contractors") and the Customer hereby provides a general authorisation for the use of such Permitted Sub-Contractors. The Company shall ensure that its Permitted Sub-Contractors processing Personal Data are subject to contract terms substantially the same as the terms of this clause 22.3. The Company shall notify the Customer of any change to the Permitted Sub-Contractors processing Personal Data and, in the event that the Customer objects to the use of a different Permitted Sub-Contractor, the Customer shall be entitled to terminate the Agreement in accordance with clause 13.1;

e) in the event that the Company becomes aware of a Personal Data Breach, notify the Customer of the Personal Data Breach without undue delay;

f) provide the Customer with reasonable assistance with the Customer's obligations under Data Protection Laws to notify data protection authorities and/or affected Data Subjects in the event of a Personal Data Breach;

g) at the Customer's request and expense, provide the Customer with such information as the Customer may reasonably request to enable the Customer to demonstrate compliance with its obligations under Data Protection Laws, to the extent that the Company is able to provide such information. Such information will include reasonable evidence of the results of any applicable third party audit commissioned by the Company to verify its information security controls. The Customer shall comply with any reasonable security instructions, confidentiality requirements and policies notified to it by the Company in connection with the review referred to in this clause 22.3(g); and

h) on termination or expiry of this Agreement cease processing the Personal Data and delete such Personal Data from its systems (subject to any legal obligation that requires such Personal Data to be retained).

22.4 Subject to clause 22.3(d) the Company may transfer Personal Data in connection with the provision of the Services, including to any subcontractor, and such transfer may be outside the European Economic Area or the UK. In such circumstances, the Company will comply with its obligations under Data Protection Laws by:

a) taking reasonable steps to ensure the reliability of such subcontractors and prior to any such transfer will enter into a written agreement with such subcontractor containing contractual provisions which ensure an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of the Personal Data; and

b) complying with the requirement in Data Protection Laws to ensure an adequate level of protection to any Personal Data that is transferred.

22.5 The Customer acknowledges that when acting as a Data Processor, the Company is reliant on the Customer for direction as to the extent the Company is entitled to use and process the Personal Data in connection with the Services. Consequently, the Company shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to the Company's actions to the extent that such actions result from instructions received from the Customer or any breach of this clause 22 by the Customer.

23 MATTERS BEYOND THE PARTIES' REASONABLE CONTROL

23.1 Neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, epidemic, pandemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce).

23.2 The Customer agrees that the Company shall have no liability for improper, incorrect or unauthorised use of the Services or Equipment by the Customer or any Third Party.

24 EXPORT CONTROL

24.1 In the event that the Customer proposes to export any Hardware or other equipment supplied by the Company pursuant to this Agreement, the Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

24.2 In the event that the Customer procures Equipment, the Customer agrees that in entering into this Agreement the Customer accepts the terms of the following end-user undertaking: The Customer certifies that it is or will be the end-user of the Equipment and further certifies that it shall use the Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice services in order to perform their everyday contractual duties; that the Equipment will not be used for any purpose connected with explosives, chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Equipment, or any replica of it, will not be used in any nuclear explosive activity or un-safeguarded nuclear fuel cycle activity.

25 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties and nothing in this Agreement shall be construed to appoint one party as the distributor, dealer or agent of the other.

26 NOTICES

Any notice or other communication required or permitted under this Agreement to be given in writing shall be given in writing to the address of the recipient stipulated herein or as notified from time to time and will be deemed to have been given or made: when delivered personally; or, if properly addressed and posted by first class mail in the United Kingdom within two Working Days of posting; or, if sent by facsimile upon being sent; or, if sent by e-mail or other electronic means at the time of transmission provided the sender can provide proof the notice was properly addressed.

27 NO THIRD PARTY RIGHTS

Except as otherwise explicitly set out in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. For the avoidance of doubt, Customer Affiliates shall have no rights to enforce any term of this Agreement.

28 PRIORITY OF DOCUMENTS FORMING THIS AGREEMENT

28.1 This Agreement is recorded in the following documents:

a) these General Conditions;
b) the Commercial Schedule and/or Sales Order;
c) the applicable Terms;
d) the applicable Service Schedule(s) or SOW;
e) any other document incorporated by reference in Terms or Service Schedules; and
f) the Company Website.

28.2 In the event of any conflict between provisions of the documents making up this Agreement, the order of precedence shall be as set out in clause 28.1 of these General Conditions (in order of decreasing precedence) unless explicitly stated otherwise.

29 TUPE

29.1 The Customer warrants that it has taken all reasonable steps to verify and, following such investigation, has no grounds to believe that any Customer Employee's employment shall transfer from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations at the commencement of this Agreement, however and whenever such transfer takes effect.

29.2 If, notwithstanding the warranties given by the Customer and/or the intention of the parties stated in clause 29.1 and 29.2 of these General Conditions, either at the commencement of this Agreement or during the term of this Agreement, any Customer Employee claims or it is determined that his contract of employment has been transferred from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations or otherwise or any Customer Employee claims or it is determined that any liability regarding his employment has so transferred then:

a) the Services Provider may terminate any such contract forthwith; and
b) the Customer shall indemnify and hold harmless the Services Provider against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Services Provider (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).

29.3 The Company warrants that no Services Provider shall bring any claim under the TUPE Regulations arising out of or in connection with any actual or alleged failure of the Customer or any Third Party to provide Employee Liability Information in accordance with the TUPE Regulations.

29.4 The Company will indemnify and keep indemnified the Customer against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) which the Customer or its incumbent supplier may suffer or incur arising out of any breach of clause 29.3 of these General Conditions.

29.5 The parties intend that no Company Employee's employment shall transfer from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations as a result of the commencement of the provision of the Replacement Services by a Successor Supplier, however and whenever such commencement takes effect.

29.6 If, notwithstanding the intention of the parties stated in clause 29.5 of these General Conditions, as a result of the commencement of the provision of the Replacement Services by the Successor Supplier, any Company Employee claims or it is determined that his contract of employment has been transferred from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations or otherwise or any Company Employee claims or it is determined that any liability regarding his employment has so transferred then:

a) the Successor Supplier may terminate any such contract forthwith; and

b) Company shall indemnify and hold harmless the Customer against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) incurred or suffered by the Successor Supplier arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Successor Supplier (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).

29.7 The Customer warrants that no Successor Supplier shall bring any claim under the TUPE Regulations arising out of or in connection with any actual or alleged failure of the Services Provider to provide Employee Liability Information in accordance with the TUPE Regulations.

29.8 The Customer will indemnify and keep indemnified the Company against any costs, claims, liabilities and expenses of any nature (including legal costs on an indemnity basis) which the Services Provider may suffer or incur arising out of any breach of clause 29.7 of these General Conditions.

29.9 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 29 to the extent necessary to ensure that:

a) any Services Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Company by the Customer under this clause 29; and

b) any Successor Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Customer by the Company under this clause 29,

in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

30 CREDIT CHECKS AND FRAUD PREVENTION

30.1 The Company's acceptance of Customer's application for Services, may be subject to the Company checking the following records about the Customer and the Customer's business partners:

a) the Company's own records;

b) business records at credit reference agencies ("CRAs") including both public (including the electoral register) and fraud prevention information. When CRAs receive a search from the Company they will place a search footprint on the Customer's business credit file that may be seen by other lenders;

c) records held by fraud prevention agencies ("FPAs"); and

d) if the Customer contact is a director, the Company may seek confirmation, from CRAs that the residential address that is provided is the same as that shown on the restricted register of directors' usual addresses at Companies House.

30.2 The Company may also make checks such as assessing the Customer's application for Services and verifying identities to prevent and detect crime and money laundering. The Company may also make periodic searches at CRAs and FPAs to manage the Customer's account.

30.3 The Company will send information on the Customer's applications, the Company account and how the Customer manages its account to CRAs which may record such information, including information on the Customer's business and its proprietors. The CRAs may create a record of the name and address of the Customer and its proprietors if there is not one already.

30.4 If the Customer does not pay the Charges when they become due and payable, CRAs will record the outstanding debt which shall remain on file for six years after they are closed (whether by settlement or default). Such records may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Customer's whereabouts and recover debts owed by the Customer.

30.5 If the Customer gives the Company false or inaccurate information or the Company suspect or identify fraud or criminal activity the Company will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.

30.6 The Company and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

30.7 Customer data may also be used for other purposes for which the Customer or any User gives its specific permission or, in very limited circumstances, when required by law or where permitted under the Data Protection Laws.

31 GOVERNING LAW

This Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.