

Terms & Conditions of Service

THE SCHEDULE for the supply of Managed Network Service(s) & Network as a Service(s)

1. Description of the Service

This Schedule and the MASTER SERVICES AGREEMENT FOR THE PROVISION OF TELEPHONY, COMMUNICATIONS, INFRASTRUCTURE SERVICES and INFORMATION TECHNOLOGY SERVICES and the Order together form the Contract for the Service(s) to be supplied by the Supplier to the Customer.

This Agreement is made between the Supplier (X.Communications Limited registered in England & Wales under number 02139995) and the Customer, as specified on the Supplier's Order form.

The Supplier agrees to provide **Managed Network Service(s) & Network as a Service(s)** as specified under this Schedule.

- 1.1 The Customer's access to and use of the Service is conditional on the Customer's acceptance of and compliance with these Terms of Service. These Terms of Service apply to all users and others who access or use the Service on behalf of the Customer.
- 1.2 The Customer's access to and use of the Service is also conditioned on the Customer's acceptance of and compliance with the Privacy Policy of the Supplier. Our Privacy Policy describes our policies and procedures on the collection, use and disclosure of the Customer's personal information when the Customer uses the Service.

Where a conflict exists between this Schedule and the Master Services Agreement, the Master Service Agreement will take precedence.

2. Definitions

In this Agreement the following terms shall have the following meanings:

Access Points: A wireless access point is a networking hardware device that allows other Wi-Fi devices to connect to a wired network by connecting to the Unit. The Unit is physically connected back to a network switch. Allows users with mobile device to connect to the Access Point and get Internet access through the network of the site via the various network devices out to the internet.

the Act; means the Communications Act 2003

Agreement: Means these terms and conditions (including the Schedules) together with the Order and the Price List.

Cabling: A conductor or group of conductors for transmitting electric power or telecommunication signals from one place to another.

Ceiling Voids: Area above false/suspended ceilings as commonly installed in offices.

Communication Racks: A supporting framework that holds hardware devices. Racks typically contain servers, hard disk drives and other computing equipment. Racks also referred to as Communications cabinets are for the holding of Networking equipment in a secure fashion allowing ease of access and cable patching between devices.

Consumer Protection Act 1987: An Act to make provision with respect to the liability of persons for damage caused by defective products.

Contract: Means this Agreement.

Contract Period: A period of time as outlined on the Customer Order Form, that the Service will run for.

Customer: The customer specified on the Supplier Order Form.

Customer Owned Equipment: Any and all equipment owned by the Customer and present at the Customer Location that is connected to the Network.

Data: Information including documents, text, software, music, sound, photography, messages, and other material of any kind in any form.

Equipment: Any and all Equipment including computer Equipment and Software supplied by the Supplier or its Agents or Contractors, that may be required to provide the Service.

Firewalls: A network security device that monitors incoming and outgoing network traffic and decides whether to allow or block specific traffic based on a defined set of security rules.

Initial Term: A period of thirty-six (36) months from the Start Date or as defined on the Customer Order Form.

Internet Services: Means the global data network comprising interconnected networks to which we are connected and provide access to you via the Services.

Managed Basis: Means Design, configuration, installation, and Support and maintenance of a Service Supplied by the Supplier.

Managed Network Services: Networking applications, functions, and services that enterprises outsource to be remotely operated, monitored and maintained by a Managed Service Provider (MSP).

Managed Services Provider: Means the Supplier of Services to the Customer whereby the Supplier designs, procures, installs, configures, and maintains on behalf of the Customer at the customer premises/s the service/s as defined on the Customer Order Form.

Network: Means the network that the Supplier uses to provide the Service.

Network as a Service: Network as a Service brings software-defined networking, programmable networking and API-based operation to WAN services, transport, hybrid cloud, multi-cloud, Private Network Interconnect, and internet exchange points.



Networking Equipment: Network equipment is used to combine, split, switch, or direct data packets along an internal Local Area Network (LAN) or an external Wide Area Network (WAN) or telecommunications network. Network Equipment will include but not be limited to hubs, switches, routers, bridges, access points, gateways, multiplexers, transceivers, and firewalls.

Order Form: Means the Service Order signed by the Customer, or such other document signed by the Customer, that the Supplier deems to constitute the order within which the Customer has requested to acquire the Services, and which refers to any special terms and conditions relating to a particular Service.

Price List: Means the list(s) of the Charges, current at the time you use the Service, as published by us from time to time and shown on the Customer Order Form.

Router: Means a device that forwards and manages data packets between IP Addressed based networks (the internet), via an internet connection.

Schedule: Means the Supplier's standard schedule(s) to these terms and conditions that contain the special terms and conditions, relating to a particular Service.

Service: Managed Network Service and Network as a Service.

Start Date: The date that the Service becomes fully functional and is handed over to the Customer also known as the "Activation Date".

Supplier: Means the Supplier, trading as X.Communications Limited and its successors or Associated Supplier or any other such Supplier.

Support: The provision of engineering support of the Service to the Customer and the customer users.

Switches: A network switch connects devices within a network (often a local area network, or LAN) and forwards data packets to and from those devices.

Terms and Conditions: This Agreement which outlines the rights and responsibilities between the Customer and Supplier.

Terms of Service: Means this Term and those of the Master Services Agreement.

Warranty: A term of a contract, the breach of which entitles the innocent party to terminate the contract and claim damages or affirm the contract despite the breach and claim damages In the consumer context, it is an obligation to repair or replace goods for a specified period.

Wireless Access Points: means Access Point

3. Description of Managed Network Services and Network as a Service (The Service)

- 3.1 The Service is shown on the Customer Order Form which will be provided by the Supplier to the Customer.
- 3.2 The Service is provided on a Managed Basis in that the Supplier is providing all Equipment, installation, configuration, and maintenance of the Equipment. The design and configuration of the Service will be agreed with the Customer prior to the Service being installed.
- 3.3 The Service is the provision of Networking Equipment including, but not limited to Routers, Firewalls, Switches, and Access Points. All Equipment is configured by the Supplier and installed onto the Customer Premises. The Supplier Supports and Maintains the Equipment as per this Schedule.
- 3.4 The Service is to provide the Customer with a Networking Service that may include and not be limited to, Routers, Firewalling Services, Switches and Access Points with Security Licencing to protect the Customer where possible from illegal intrusion to their network and the prevention of hacking. This is dependent on the level of security licence ordered on the Customer Order Form.

The Service provided by the Supplier includes, but is not limited to:

- 3.4.1 The provision of switching Equipment to allow the Customers internal Local Area Network (LAN) to function efficiently.
 - 3.4.2 The provision of Wireless Access Points to allow the use of wireless devices to connect to the network.
 - 3.4.3 To provide networking advise and know how, security advise and know how, switching advise and know how, and any other networking advise deemed appropriate to the type of Services being provided.
 - 3.4.4 The Supplier will also advise on Internet access technologies and infrastructure and, where provided as part of the Customer Order, will provide, and maintain such services including provision of infrastructure (leased circuits) and provision of "routing and Firewalling " Services.
- 3.5 Equipment may require licencing and where required, the Supplier will advise the suitable licence and maintain the service in accordance with that licence provision.
 - 3.6 The Supplier will, where required and if part of the Service as shown on the Customer Order Form, advise on Networking issues and identify root cause of issues and recommend any network changes required to remove the issues.
 - 3.7 The Service is provided on a managed basis whereby the Supplier will design, procure, configure, install, maintain the Service on behalf of the Customer. The Customer pays a Monthly Service Charge for receiving the Service for a period of months as defined on the Customer Order Form.
 - 3.8 For the avoidance of doubt, the Equipment remains the property of the Supplier before, during, and after the Contract for the Supply of the Service.
 - 3.9 The Equipment forms part of the Managed Service being Supplied by the Supplier to the Customer.



- 3.10 The Equipment will be configured as per the Order Form and/or in agreement with the Customer.
- 3.11 The Customer accepts that they cannot access the Equipment during the Contract Period, and that all maintenance is performed by the Supplier.
- 3.12 The Equipment remains the property of the Supplier at the end of the Contract Period. Should the Customer decide to not renew the Contract, the Supplier will remove all Equipment. It is therefore important for the Customer to have made substitute arrangements with an alternative Managed Services Provider prior to the Suppliers Equipment being removed.
- 3.13 The Supplier will install Networking Equipment into the agreed locations within the Customer workplaces. This may include Communications rooms or other locations where Customer Communications Racks may be installed, above Ceiling Voids and require Cabling to connect the Equipment to any existing Communications Racks.
- 3.14 During the Contract Period the Supplier will provide reporting services and view only access to any relevant Service Portal allowing the Customer to see the Network usage and other items of importance.
- 3.15 During the Contract period the Supplier will make any changes to the Service and only the Supplier will have Administrator Access to ensure any changes made to the Service are fully accountable by the Supplier.

4. Firewalls

- 4.1 Where ordered on the Customer order form The Supplier will provide you with a Secure Firewall Appliance and its relevant licence in order to protect your organisation's network as best can at a Customer site and allow the Customer to:
 - 4.1.1 maintain network security by unifying a policy across the Customer Network environment and prioritise data, protecting it from internal and external threats; and
 - 4.1.2 work collaboratively on security; and
 - 4.1.3 prevent unauthorised access into or out of the Customer network; and
 - 4.1.4 control all traffic coming into and out of your network; and
 - 4.1.5 protect your network from unwanted traffic coming in or going out; and
 - 4.1.6 inspects all data packets on your network; and
 - 4.1.7 monitor and filter all network traffic including outgoing traffic, application-layer traffic, online transactions, communications, and connectivity; and
 - 4.1.8 block incoming threats based on a set of pre-programmed rules that also may dictate which users can access specific network areas; and
 - 4.1.9 protect your network from unauthorized access to mitigate the risk from cyber-attacks; and
 - 4.1.10 have real time updates for the latest threats from security software supporting a firewall appliance when ordering an appliance and its relevant software licence; and the customer accepts the Supplier will supply the firewalling services and work to prevent any unauthorised intrusion into the customer network but that this cannot be guaranteed.

5. Routing

- 5.1 Where ordered on the Customer order form the Supplier will provide you with a Router appliance and its relevant licence (where needed) in order to provide your organisation with Router Services to:
 - 5.1.1 allow for the process of selecting and defining paths for IP-packet traffic within or between networks as well as the process of managing network traffic overall; and
 - 5.1.2 Gain visibility into your network transmission paths for internal and external traffic; and
 - 5.1.3 Provide IP routing to a Local-area Network (LAN) – commonly used as small business networks or as subnetworks within a larger network. Purely local transmission routes are stored in static routing tables, whereas transmissions that exit the local network to move through the internet or to another subnetwork use dynamic protocols; and
 - 5.1.4 Provide IP routing to a Wide-area Network (WAN) – usually deployed by large enterprises, which means WANs are likely to involve multiple subnetworks and advanced services such as private- or hybrid-cloud deployments; and
 - 5.1.5 routing IP traffic data packets according to the instructions and path information that are stored within a packet's header; and
 - 5.1.6 Software-defined Networking (SDN) – offers numerous benefits, such as centralised provisioning and easy scalability.

6. Switches

- 6.1 Where ordered on the Customer Order form the Supplier will provide you with a Managed Network Switch and its relevant licence to undertake the following:
 - 6.1.1 connect users, applications, and equipment across your Local Area Network so that they can communicate with one another and share resources using packet switching; and



- 6.1.2 connect devices within your network (LAN) and forward data packets to and from those devices; and
- 6.1.3 an OSI layer 2 switch will forward data based on the destination MAC address; and
- 6.1.4 an OSI layer 3 switch will forward data based on the destination IP address using routing technology and in some cases MAC address; and
- 6.1.5 where required Ethernet cabling will be used to connect devices on the LAN to the Switch; and
- 6.1.6 all switches will connect to the devices in their networks using Ethernet cables. Ethernet cables are physical cables that plug into devices via Ethernet ports.

7. Wireless Access Points

- 7.1 Where ordered on the Customer Order form the Supplier will provide you with a Wireless Access Point (WAP) and its relevant licence to undertake the following:
 - 7.1.1 allow wireless devices to connect to the network and each other via the network; and
 - 7.1.2 provide Security over wireless network that can help to detect and stop threats from other mobile devices; and
 - 7.1.3 the ability to monitor and manage devices with a comprehensive cloud dashboard; and
 - 7.1.4 provide internal and guest Wi-Fi security partitioning.

8. Terms of the use of the Service

- 8.1 In turn, the Supplier is under the following obligations to the Customer: -
 - 8.1.1 Subject to compliance by the Customer with its obligations under this Agreement, the Supplier shall provide the Services to the Customer during the currency of this Agreement with reasonable care and skill.
 - 8.1.2 The Supplier reserves the right to vary the Service at any time, however, it will inform the Customer of such variations where the Supplier deems it necessary to do so, and where reasonably practicable in the circumstances.
 - 8.1.3 The Supplier will use all reasonable skill and care to provide the services and the Customer accepts that the Supplier cannot guarantee the Customer Network will not be illegally or wrongfully accessed or hacked. The continual changes in the Internet and the changes deployed by malicious software means it cannot be guaranteed that a Customer will not suffer and succumb to an unauthorised Internet related attack.
- 8.2 In return for the Services described in this Agreement, the Customer is under the following obligations to the Supplier: -
 - 8.2.1 The Customer will use the Services in accordance with the provisions of this Agreement, and the Schedules to this Agreement. They must comply with the processes, procedures and requirements set out in the Supplier's relevant user-guides, or other written instructions for the Services. These may be provided to the Customer, by the Supplier, from time-to-time. All other reasonable instructions may be notified by the Supplier to the Customer.
- 8.3 The Customer must not use a Service, or allow/permit any End User to use the Service:
 - 8.3.1 In a way that does not comply with the terms of any legislation or any codes of practice, statements of application, regulations, or any Licence or authorisation applicable to the Customer or End User (as appropriate) including without limitation of the Communications Act 2003; and
 - 8.3.2 Any rules laid down by any recognised authorised Government body that is in any way unlawful or fraudulent, or to the knowledge of the Customer or End User has any unlawful or fraudulent purpose or effect; and
 - 8.3.3 In a way that in the Supplier's reasonable opinion could materially affect the quality of any telecommunication service, or other service provided by the Supplier or any third party; and
 - 8.3.4 Or otherwise violate or infringe on the rights of others (including but not limited to copyright, rights of privacy and publicity); and
 - 8.3.5 To hack into or disrupt any aspect of the Supplier's Service or the Access Portals provided by the Supplier to the Customer for view only access to information about the Service; and
 - 8.3.6 To obtain unauthorised access to any computer or Equipment Supplied as part of the Service, or to circumvent or attempt to seek to circumvent any of the security safeguards of the Supplier's Service, its website, any portal, or any of the Suppliers' Services, websites, portals, or networks; and
 - 8.3.7 Contrary to instructions that the Supplier may give the Customer; and
 - 8.3.8 To obtain access, through whatever means, to notified restricted areas of the underlying network; and
 - 8.3.9 To send and receive Data in such a way, or in such amount so as to adversely affect the network (or any part of it) which underpins any of the Services; and
 - 8.3.10 To engage in conduct which amounts to improper or persistent misuse of a public telecommunications Network or Service within the meaning of sections 127 to 128 of the Act; and
 - 8.3.11 In a way which (in reasonable opinion of the Supplier) brings the name of the Supplier into disrepute, or which places the Supplier in breach of the Act; and
 - 8.3.12 In a way which transmits, distributes, or stores any material in violation of any applicable law or regulation, codes of practice, statements of application, licence, or other authorisation. This includes, without limitation, material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.



9. Equipment

- 9.1 In relation to the use of the Supplier's Equipment:
- 9.1.1 The Customer agrees that from the Start Date, they will have all necessary Customer Owned Equipment, access to Communications rooms and racks, access to power and any UPS systems and any other relevant building and network facilities to enable the Supplier to Install and Supply the Service.
- 9.2 Network Infrastructure: -
- 9.2.1 From time to time, the Supplier may upgrade its Equipment supporting the Service. This may require the Customer to upgrade some of its Customer Owned Equipment if the Service is to be continued. In that event, the Customer agrees to make such reasonable upgrades to its facilities, hardware and/or software, within thirty (30) days or any other time frame agreed by the Supplier with the Customer, specified by written notice from the Supplier to the Customer.
- 9.2.2 The Supplier shall not be responsible for the degradation of, or disruption to the Service if the Customer does not make the required upgrade.
- 9.2.3 The Supplier is entitled to carry out regular Maintenance Windows during which all Equipment within the Customer Premises, relating to The Service, is Serviced at the expense of the Supplier. During this Maintenance Window, The Customer must provide access to the Equipment during these Maintenance Windows.
- 9.2.4 The Supplier will take reasonable precautions to ensure that all Equipment provided to Customer's for the Service which they acquire will be of reasonable standard, however there is no guarantee that all Equipment will be up to this standard. In the case of faulty Equipment, the Supplier will ensure to cover the costs of replacing such faulty Equipment.
- 9.2.5 The Customer accepts that if the Customer Owned Equipment can fail and that this failure could result in not being able to access the Service.
- 9.2.6 The Customer shall notify the Supplier promptly of all enquiries or problems regarding technical and operational issues with the Service provided by the Supplier.

10. Supplier Owned Equipment

- 10.1 During the Term of the Contract any Equipment that becomes faulty will be replaced by the Supplier at its own expense.
- 10.2 Any Supplier Equipment will be removed and replaced by the Supplier. Any Licencing of Equipment that has become faulty will be moved to replacement Equipment.
- 10.3 All costs associated to the replacement of faulty Equipment and any required Licencing will be borne by the Supplier.
- 10.4 The Supplier will replace any faulty Equipment within a "reasonable timescale" and these works may require out of hours access to the Customer premises and Equipment.
- 10.5 Where any Equipment failure is protected by alternative resilient Equipment the Supplier will arrange with the Customer a suitable time to remove and replace any faulty Equipment. Whilst the faulty Equipment remains in place and the Service is running on the back up redundancy Equipment the Customer accept that until the faulty Equipment is replaced there will be no Network redundancy available.

11. Supplier Portal

- 11.1 The Supplier Portal provides the Customer and the Supplier with information pertaining to the Managed Services and the Network as a Service devices. The Supplier will provide the Customer with access to the Portal for the reasons below:
- 11.1.1 The provision of the ability to monitor and manage Networking Services and track usage; and
- 11.1.2 visibility of LAN Devices including but not limited to Routers, firewalls, Switches and Wi-Fi Access Points, and the requisite Software Licences for the LAN Device as detailed in the Customer Order; and
- 11.1.3 proactively monitor the Customer Network and the performance of the LAN Devices; and
- 11.1.4 identify issues, inefficiencies, or delays with the Customer Network; and
- 11.1.5 troubleshoot issues on the Customer Network; and
- 11.1.6 view Data flows across the Customer Network and Sites; and
- 11.1.7 view, in real time, the performance of your applications that run over your LAN and Wi-Fi Access Points Network; and
- 11.1.8 identify issues, inefficiencies, or delays with your Network; and
- 11.1.9 compile analysis reports and summaries of the performance of your Network.
- 11.2 The Supplier will provide the Customer with a maximum of two (2) User Accounts to access the Cloud Hosted Report Infrastructure.
- 11.3 The Supplier will provide training on the Managed Service Supplier Portal for view only as part of the Service.



12. Service Level Agreement (SLA) and incident reporting

12.1 Where the Customer does not have a redundant / diverse back up service installed the Supplier will attend site within the Agreed SLA timescale to replace the faulty Equipment. If the Customer is unable to provide access to the premises within this timescale the Supplier cannot be held responsible for any delays in restoring the Service(s).

12.1.1 Service Level Agreement (SLA) is 99.99% - The Service will work without problems for 99.99% of all the time (excluding any pre-agreed time for maintenance windows).

13.0 Supplier Equipment Environment, Access and Security

- 13.1 It is the sole responsibility of the Customer and not the Supplier, to provide security with respect to and of the Customer's facilities where the Suppliers Equipment is located.
- 13.2 The Customer will undertake to provide the facilities are kept in good working order and ensure that all or any other Equipment which is attached (directly or indirectly) to the Services that is not part of the Service supplied by the Supplier, will conform to any relevant standards designated by any relevant legislation and all applicable regulations, instructions, and orders. This includes without limitation, under the Act or Radio Equipment and Telecommunications Terminal Equipment Regulations 2000, and any requirements or standards set out by the Supplier.
- 13.3 The Supplier shall not be under any obligation to connect or keep connected any Customer Equipment if it does not conform in the Supplier's reasonable opinion if it is liable to cause death, personal injury, damage to property, or to impair the quality of the Service and/or put the Supplier in breach of its Licences or obligations to any third party.
- 13.4 In the event that the Customer becomes aware by any means or has reasonable suspicion that a fraud or other serious illegal misuse may have taken place or will take place, the Customer shall be under an obligation to make immediate steps to contact the Supplier's technical support department. The Supplier shall not be responsible for any charges or liabilities incurred by the Customer as a result of any fraud.
- 13.5 The Supplier shall obtain and maintain at its own costs, all necessary licences, consents, permissions necessary for the Supplier and its Sub-Contractors and Agents, to properly perform their obligations under this Agreement including without limitation in relation to the Services and the Equipment.
- 13.6 The Customer shall ensure that the End Users use the Services in accordance with the Terms and Conditions of this Agreement and shall be responsible for any End User's breach of this Agreement.
- 13.7 The Customer shall only use the Equipment in order to receive the Services.
- 13.8 The Customer shall (at its own expense) provide suitable accommodation, assistance, facilities, and environmental conditions for the Equipment, and all other necessary electrical Equipment, installations, and fittings.
- 13.9 The Customer shall ensure that a secure electricity supply at the site for the operation and maintenance of the Equipment at such points and with such connections (as has been specified by the Supplier or its Agents or Sub-Contractors) is maintained. The Supplier shall not be responsible for interruption or failure of the Services caused by a failure of such power supply.
- 13.10 The Customer is responsible for the Security and safe keeping of the Equipment and must not add to, modify, or in any way interfere with it nor allow anyone else, other than someone authorised by the Supplier. The Customer will be liable to the Supplier for any loss of or damage to the Equipment, except where such loss or damage is due to fair wear and tear or is caused by the Supplier or anyone acting on the Supplier's behalf.
- 13.11 The Customer shall ensure that any Customer Equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety, and security procedures applicable to the use of that Equipment, and that any Customer Equipment or other Equipment which is attached (directly or indirectly) to the Service, must be technically compatible with the Service and approved for that purpose under any relevant legislation or telecommunications industry standards.
- 13.12 To enable the Supplier to carry out its obligations under this Agreement, the Customer will at all reasonable times provide the Supplier's employees, and anyone acting on the Supplier's behalf (including the Supplier's Suppliers, Agent's, and Sub-Contractors, who produce a valid identity card), with access to any site outside of the Suppliers control and where the Service Equipment is located.
- 13.13 If through no fault of the Supplier, it is unable to carry out an installation or maintenance at, or gain access to the site, and the installation or maintenance is aborted, the Supplier will notify the Customer Nominated Contact and may raise an additional charge pursuant.



- 13.14** The Customer hereby irrevocably gives permission (so far as it is within its power to do so) to the Supplier, its Suppliers and carriers, employees, Agent's, or Sub-Contractors to:
- 13.14.1** execute any works on the site for, or in connection with, the installation, maintenance, or removal of the Equipment; and
 - 13.14.2** keep and operate telecommunication apparatus installed on, under or over the site for the purpose of providing the Service; and
 - 13.14.3** enter the site to inspect any telecommunication apparatus kept on the site or elsewhere, for the purposes of providing the Service.
- 13.15** Where this Agreement or the Service is terminated for any reason, the Supplier, its Suppliers, and carriers will be entitled to remove the Equipment installed at the Customer premises.
- 13.16** The Customer undertakes to:
- 13.16.1** keep the Supplier Equipment safe and without risk to health; and
 - 13.16.2** only use the Supplier Equipment, or allow it to be used, in accordance with any instructions or authorisation the Supplier may give and for the purpose which it is designed; and
 - 13.16.3** not move the Supplier Equipment or any part of it from the Site(s) without the Suppliers written consent and pay the Suppliers costs and expenses reasonably incurred as a result of such move or relocation; and
 - 13.16.4** not make any alterations or attachments to, or otherwise interfere with, the Supplier Equipment, nor permit any person (other than a person authorised by the Supplier) to do so, without the Suppliers written consent and, if the Supplier gives its consent; and
 - 13.16.5** not sell, charge, assign, transfer or dispose of, or part with possession of the Supplier Equipment or any part of it; and
 - 13.16.6** not to remove any identification mark affixed to the Supplier Equipment showing that it is the property of the Supplier or such other third-party Supplier of such Equipment.
- 13.17** The Customer undertakes (if required in writing by the Supplier to do so) to obtain and maintain the following insurance in respect of the Supplier Equipment:
- 13.17.1** Cover in an amount equal to the full replacement value of the Supplier Equipment against fire, theft, accidental damage, and all other risks; and
 - 13.17.2** Public liability insurance with cover in an amount that is reasonably satisfactory to the Supplier and on request, to provide the Supplier with certificates of cover in respect of the required insurance and evidence of payment on premiums. If any Customer Equipment is required at the site of the Supplier, the Customer shall procure that the Customer Equipment is delivered immediately upon request of the Supplier in good time for the Start Date. Where such Customer Equipment is located at the site of the Supplier's, the Customer will remain fully responsible for the risk to the Customer Equipment. The Customer shall also ensure a prompt removal of the Customer Equipment from the site of the Supplier on the termination of the Agreement. The Customer shall be solely responsible for transportation, installation, and de-installation costs associated with the Customer's Equipment.
- 13.18** The Customer shall indemnify the Supplier against any claims, proceedings or threatened proceedings from third-parties, and against any loss or damage, cost or expenses, suffered by the Supplier arising from its possession or use of the Supplier Equipment or from the location of the Supplier Equipment at the site of the Customer and for all costs and expenses reasonably incurred by the Supplier in investigating and defending itself in relation to any such claims, proceedings, or threatened proceedings.
- 13.19** The parties agree on the following deadlines for the Service Provider to respond to notice from the Customer with respect to any Service-related issue:

Priority Issues	Description of Issue	Target Resolution	X.Communications Response Time
High	Total loss of Service resulting from a single event Users have total loss of Service which is degraded beyond usable limits. Degraded Services e.g., Errors, packet loss to router interface, inability to transmit/receive	4 hours	1 hour followed by updates each hour



	data, where Business operations are severely impacted.		
Medium	<p>Partial loss of Service or degradation of Service, resulting from one event.</p> <p>Partial loss where Service is intermittent or slow throughput.</p> <p>Packet loss less than 25%; slow throughput.</p>	8 hours	4 hours
Low	<p>Service Enhancement* that requires a change to the existing Service and/or Supplier Network components that will facilitate Service.</p> <p>Service requests or changes etc.</p>	3 Business Days	

13.20 The Customer understands and accepts that it may be necessary to extend the timescales in the Incident Classification Matrix above due to the complexity of the Incident or where the Supplier is dependent on a third-party for the resolution of the incident. In such circumstances, the Supplier shall use reasonable endeavours to eliminate or reduce the impact of the Incident on the Service by provision of a workaround, with permanent correction to follow.

13.21 Clearance of incidents:

13.21.1 The Supplier will clear an Incident Reported to the Supplier by the Customer in accordance with this Agreement and an Incident Report will be considered to have been cleared where either:

13.21.1.1 It is corrected by the Supplier (including the provision of a temporary fix); or

13.21.1.2 The Supplier has investigated the incident and the Supplier's initial Fault diagnostic testing indicates that the incident is not found and/or is not the Fault of the Supplier; and this has been confirmed by the Supplier or the Customer.

14. Limited Warranty

14.1 Each party warrants to the other party (such warranties being deemed to be repeated on each and every day during the term of this Agreement) that: -

14.1.1 it has the unimpaired right and authority to enter into this Agreement which shall constitute a binding obligation on it; and

14.1.2 it will comply with its respective obligations under applicable Data Protection Legislation and will obtain and maintain all relevant registrations, notifications and consents, including (in relation to the Customer) such registrations, notifications and consents as the Customer should obtain and maintain to enable the Supplier and its suppliers and Sub-contractors to process the personal Data of Customers for the purposes of the performance by the Supplier of its obligations under this Agreement. This clause shall survive termination or expiry of this Agreement.

14.2 The Customer is solely responsible for the use of any information or other material obtained through the Service. The Supplier specifically excludes any responsibility for the accuracy or quality of any information obtained through the Service, or that any other material obtained through the Service, may be used in a way by the Customer without infringing the rights of any third parties. The Customer further acknowledges that these matters are outside the control of the Supplier.

15. Security

15.1 The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords used with the Service, and the Customer will take all necessary steps to ensure that they are kept confidential, secure, and not made available to unauthorised persons.

15.2 The Supplier does not guarantee the security of the Service Equipment against unauthorised or unlawful access or use.



16. Limitation of Liability

- 16.1 In no event shall the Supplier be liable for any direct, indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or use incurred by the Customer or any third party.
- 16.2 This includes an action in Contract or tort, arising from access to/use of the Service, for the acts or omissions of other providers of telecommunications Services, or for faults or failures in their apparatus.
- 16.3 Without prejudice to the express Warranties and to the maximum extent permissible in law, all conditions and warranties which are to be implied by statute or otherwise by general law into this Agreement or relating to the Service, are hereby excluded.
- 16.4 The following provisions in this clause 16 sets out the Suppliers entire liability (including any liability for the acts and omissions of its employees, Agents, or Sub-Contractors) to the Customer in respect of:
- 16.4.1 a breach of the Suppliers contractual obligations;
 - 16.4.2 a tortious act or omission (including negligence) for which the Supplier is liable;
 - 16.4.3 an action arising out of a misrepresentation by or on behalf of the Supplier, arising in connection with the performance of this Agreement, out of an act done, or omission made as a consequence of the entry into, by the Supplier of this Agreement.
- 16.5 Subject to clause 16, the total liability which the Suppler shall owe to the Customer, and in respect of all claims, shall not exceed the current annual fee for the Service.
- 16.6 The Customer acknowledges that the Suppliers Service to the Customer has not been designed for use in circumstances where its failure could cause pure economic loss, loss of profit, loss of business.
- 16.7 The Suppler shall in no circumstances be liable to the Customer, whether in tort or otherwise (including negligence), for loss. This will include actions direct or indirect to business, revenues, profits, anticipated savings or wasted expenditure, any indirect or consequential loss whatsoever,
- 16.8 The Supplier shall in no circumstances (whether before or after termination of this Agreement) be liable to the Customer for any loss of/corruption to Data or programs held or used by/on behalf of the Customer, and the Customer shall at all times keep adequate backup copies of the Data and programs held by/used by/on behalf of the Customer.
- 16.9 Notwithstanding anything to the contrary herein contained the Suppliers liability to the Customer for:
- 16.9.1 death or personal injury resulting from the negligence of the Supplier or its employees, Agents, Sub-Contractors, or pre-contractual fraudulent misrepresentation; and
 - 16.9.2 damage for which the Supplier is liable to the Customer under Part 1 of the Consumer Protection Act 1987, shall not be limited save that nothing in this clause 16 shall confer a right or remedy upon the Customer to which the Customer would not be otherwise entitled.
- 16.10 The exclusions from and limitations of liability set out in this clause 16 shall be considered severally. The validity or unenforceability of any one clause, sub-clause, paragraph, or sub paragraph of this clause 16 shall not affect the validity or enforceability of any other part of this clause 16.
- 16.11 The provisions of this clause 16 shall survive the termination or expiry of the whole or a part of this Agreement.

17. Termination Charges For The Service Service(s)

- 17.1 In addition to the charges set out elsewhere in the Contract including the Master Service Agreement and as a replacement for the Termination Charges, if you terminate the Service(s) before the end of the Minimum Period of Service or Renewal Period, you will pay the Supplier Termination Charges for any parts of the Service that were terminated during the Minimum Period of Service or Renewal Period, equal to:
- 17.1.1 **100 percent** of the Recurring Charges applicable to the Service Service(s), for the remainder of the Contract Period as shown on the Customer Order Form or any remainder of the Renewal Period after the Initial Period.

18. Service Pricing

- 18.1 The Customer shall pay to the Supplier all Charges and other sums due under this Agreement without set off, deduction or counterclaim.



- 18.2 Except where stated, the Supplier shall invoice the Customer each calendar month in advance for Services and any other sums due for the prior calendar month under this Agreement.
- 18.3 Except where stated otherwise, the Supplier shall invoice the Customer monthly in advance for all Rental / Service charges due under this Agreement and as shown on the Customer Order Form.
- 18.4 Except where stated otherwise, the Supplier shall invoice the Customer upon receipt of the Signed Customer Order Form for all Installation Costs, any one-off charges as referred to in the Order due under this Agreement.
- 18.5 All payment is due seven (7) days after the date of the relevant invoice and shall unless agreed in accordance with the Supplier and is to be paid by direct debit into the Supplier's nominated bank account. Time shall be of the essence in respect of such payments and payment shall be deemed to have been made at the time when cleared funds are available in the Supplier's bank account.
- 18.6 Charges shall accrue from the Start Date / Activation date of the Service.
- 18.7 In the event of the Supplier disconnecting the Services as a result of non-payment of any of the Charges and/or any other sums due or as a result of any other of breaches by the Customer under this Agreement, a further charge of £50.00 plus Value Added Tax will be added to the Customer's account for administration purposes.
- 18.8 All payments in respect of the Charges and/or any other sums due under this Agreement will be made by direct debit only unless the Customer has the express written prior agreement of the Supplier to pay by an alternative method. Any payments by any other method will incur an administration fee of £15 per payment. If a direct debit payment is dishonoured or cancelled the Supplier will be entitled to pass on to the Customer an administration fee of £50 plus any additional third-party charges incurred by the Supplier. The Supplier will also be entitled to charge the Customer a monthly administration fee of £50 for each month in which Customer's direct debit is dishonoured or not re-instated following cancellation.
- 18.9 The Supplier may charge interest on all overdue amounts from time to time on a daily basis at a rate of five percent (5%) per annum above the base lending rate of Barclays Bank Plc from time to time, to run from the due date of payment until receipt by the Supplier of the full amount (including any accrued interest) whether before or after judgement in respect of the overdue amount.
- 18.10 The Supplier may at any time review and/or adjust the amount payable by the Customer by direct debit to ensure that it is sufficient to cover the Charges and you irrevocably authorise us to change your direct debit instruction accordingly.
- 18.11 The Customer shall be responsible for paying all Charges incurred during any such period of suspension (including without limitation in relation to Charges in respect of Rental).
- 18.12 The Supplier has the right to invoice charges for Services if such Services have been accessed fraudulently without the knowledge of the Supplier and/or the Customer. Where, such charges contain a profit element the Supplier has the right to charge for such Services to cover the Suppliers own costs in Supplying the Service.

19. Intellectual Property

- 19.1 The service and its original content (excluding Content provided by you or other users), features and functionally are and will remain the exclusive property of the Supplier and its Licensors.
- 19.2 The Supplier trademarks and trade names may not be used in connection with any product or Service without the prior written consent of the Supplier.

20. Links to Other Websites

- 20.1 The Service may contain links to third-party websites or services that are not owned or controlled by the Supplier.
- 20.2 The Supplier has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or Services. You further acknowledge and agree that the Supplier shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on such content, goods, or Services available on or through any such websites or Services.

