

**TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS AND/OR SERVICES**

Between:

(1) ("Contact")

Company Name: Contact Limited  
 Registered Office ----- Rockingham Dr, Linford Wood, Milton Keynes, MK14 6LY  
 Registration Number: 5585059

(2) ("Customer")

Customer Name: Contact:  
 Registered Office:  
 Registration Number:

Contact has agreed to provide Products and/or Services to the Customer upon the Terms and Conditions of this Agreement. Part A - General Provisions is incorporated into all Agreements. Parts B, C, D, E, F and G will be incorporated into the Agreement as required dependent on the Products and/or Services ordered by the Customer.

Terms and Conditions of Business
PART A - General Provisions
PART B - Professional Services
PART C - Support Services
PART D - Products
PART E - Voice & Data Services
PART F - Mobile Phone Services
PART G - Aurora 365 Service

IN WITNESS of which the parties have signed this Agreement on the date stated below:

For and on behalf of Contact:

Signature	
Name	
Position	Managing Director
Date	

For and on behalf of the Customer:

Signature	
Name	
Position	
Date	

## PART A - GENERAL PROVISIONS

### DEFINITIONS & INTERPRETATIONS

In these Terms and Conditions, the following expressions will have the following meanings unless inconsistent with the context:

Applicable Laws	means all applicable laws, statutes, statutory provisions or subordinate legislation, including but not limited to the General Conditions of Entitlement issued pursuant to the Communications Act 2003, Bribery and Corruption (UK Bribery Act 2010), Equal Opportunities (Equal Opportunities Act 2010), Information Security (UK Data Protection Act 2018, EU's General Data Protection Regulation (GDPR) 2018), Privacy & Electronic Communications Regulations 2003, Modern Slavery and Human trafficking (Modern Slavery Act 2015.), Anti facilitation of tax evasion (Criminal Finances Act 2017), Payment Card Industry Data Security Standard (PCI DSS), the Copyright laws relevant to the Information Technology Industry. any directions or orders of Ofcom and any other enactments, orders, regulations, guidelines or industry codes and applicable judgments of a relevant court of law or decisions of a tribunal or competent authority which creates binding precedent, as may be amended, modified, extended, substituted, superseded, varied, replaced or consolidated from time to time
ARPC	means Average Revenue Per Customer calculated from the Call Charges and Tariff for the last three (3) months divided by the average number of SIM cards connected to the System over that three (3) month period
Business Day	means a day other than a Saturday, Sunday or a UK public holiday
Call Charges	means the cost of a predetermined unit of time, volume of data or other such measure, at the rates set out in the schedule of tariffs to be published by Comtact from time to time, which enables use of the Services to be metered and for the Customer to be charged
Charges	means any monies or costs due to Comtact for the supply of any Products or Services
Clawback	means the reclaim charge plus VAT imposed by the System Provider on Comtact and passed on to the Customer by way of an invoice
Comtact	means Comtact Limited (company number 05585059) and its subsidiaries (as defined in section 1159 of the Companies Act 2006).
Customer Order Form	means the Order Form, Quotation, Email or Proposal provided by Comtact to describe the Products and Services that the Customer will purchase
Commencement Date	means the start date that the agreed Products and/or Services are commissioned and available for use. This date may be later than the date when the Order was placed or signed
Connection	means the connection of the Equipment to the system
Connection Charge	means the relevant sum specified on the Customer Order Form
Connection Date	Means the date the Service is connected
Contract	means the contract between Comtact and the Customer for the supply of the Products and/or Services formed in accordance with these Terms and Conditions and the Customer Order Form and with Part A, Part B, Part C, Part D, Part E, Part F and/or Part G of this agreement.
Customer	means the purchaser of the Products and/or Services named on the Customer Order Form
Customer Equipment	means any Equipment either owned or supplied by the customer
Customer Installation Details	means the place at which the Services are to be performed as specified on the Customer Order Form
Customer Purchase Order	means the Purchase Order with a valid Comtact reference number which constitutes a request by the Customer to purchase the Products and/or Services from Comtact in accordance with these Terms and Conditions.
End User	As per "Customer"
Equipment	means any hardware or software that Comtact supplies and/or supports as specified on the Customer Order Form.
End User Licence/Subscription Agreement	Means the Terms & conditions that a Service Provider requires End Users to accept and comply with in order to use their Services.
Equipment Fund	means a sum of money as specified on the Customer Order Form that may be provided to a Customer who has ordered a Mobile Phone Service to be used to purchase mobile equipment from Comtact

Expenses	means the travel, accommodation and subsistence expenses of Comtact's employees (including the cost of time spent travelling) incurred in the provision of Services;
Intellectual Property Rights	means intellectual property rights and industrial property rights of any nature whatsoever including without limitation patents, patent applications, copyright, know-how, technical and commercial information, design (whether registered or unregistered), design rights, internet domain names, database rights, trademarks, service marks or business names, applications to register any of the aforementioned rights, trade secrets and rights of confidence, in each case in any part of the world and whether or not registered or registerable;
Line Rental	means the periodic sum as specified on the Customer Order Form
Minimum Period	means the period of 60 months (or such lesser period as set out in the Minimum Period box on the Customer Order Form) commencing from the start date of the Service.
Mobile Minimum Period	means the period of 36 months (or such lesser period as set out in the Minimum Period box on the Customer Order Form) commencing from the start date of the Service.
NGN Charges	means the charges for all inbound calls and rental on non-geographic numbers.
Network System	means the public telecommunications network as specified on the Customer Order Form
Number	means such telephone number allocated by Comtact from time to time for the purpose or using the Services.
Order	means any order placed by the Customer with Comtact for the supply of the Products and/or Services formed in accordance with the Customer Order Form.
Products	means any Equipment and/or Services including, but not limited to, Hosting, Software-as-a-Service (SaaS), Platform-as-a-Service (PaaS) or Infrastructure-as-a-Service (IaaS), that Comtact supplies either directly or from a Service Provider and as specified on the Customer Order Form
Provision	means the process of ordering, preparing and deploying of a service as specified on the Customer Order Form
RPI	means current Retail Price Index as published by the UK government
Services	means any services which Comtact is to provide to the Customer as specified on the Customer Order Form
Service Area	means the area which the System Provider from time to time designates as the coverage area of the System
Service Provider	means the person, firm or company who makes Services available to Comtact for the use of Comtact's Customers,
SIM	means a module smartcard or similar item which contains Customer information and which when used with Customer supplied or Comtact supplied equipment enables access to the Services
System	means the combination of hardware and/or software as specified on the Customer Order Form
System Provider	means the person, firm or company who makes the System available to Comtact for the use of Comtact's Customers,
Tariff	means the periodic sum as specified on the Customer Order Form
Terms and Conditions	means the standard Terms and Conditions set out in this document and any special terms agreed in writing between the Customer and Comtact and specified on the Customer Order Form
Third Party Network	means any other telecommunication network in the United Kingdom or elsewhere which may be used by the Customer in conjunction with the Services
TSP	means a telecommunications service provider.
Working Hours	means Monday to Friday, 09:00 to 17:00, excluding UK Bank Holidays

## 1. INFORMATION & INCORPORATION

- 1.1. Any Order made by the Customer for the sale of Products and/or supply of Services provided by Comtact and using the Customer Order Form will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations including any terms or conditions which the Customer purports to apply under any Purchase Order, confirmation of Customer Order Form or similar document, whether or not such document is referred to in the Order.
- 1.2. The General Provisions under Part A shall run in conjunction with Part B, Part C, Part D, Part E, Part F and Part G of these Terms and Conditions.
- 1.3. Each Order or acceptance of a quotation for the Supply of Products and/or Services will be deemed to be an offer by the Customer to purchase the Products and/or Services upon the Terms and Conditions. The Contract is formed when the signed Customer Order Form is accepted and acknowledged in writing by Comtact.

## 2. DESCRIPTION

- 2.1. The description of the Products and/or Services to be provided will be as set out in the Customer Order Form. Any samples, drawings, descriptive matter, specifications or advertising issued by Comtact and any descriptions or illustrations contained in Comtact's collateral or on Comtact's website are issued or published

for the sole purpose of giving an approximate idea of the Products or Services described in them. They shall not

form part of the Contract or any other contract between Contact and the Customer for the supply of Products and/or Services. This is not a sale by sample.

- 2.2. Contact may make any change to the Products and/or Services which are required to conform with any applicable safety, statutory or regulatory requirement and do not materially affect their quality or performance.

### 3. CHARGES & PAYMENT

- 3.1. The Charges shall be as specified on the Customer Order Form and are exclusive of VAT and any other applicable sales tax or duty which will be added to the sum in question.
- 3.2. Contact may at any time reasonably vary the Charges by giving the Customer not less than thirty (30) days' written notice before any variation is due to take effect. Any variation in Charges to reflect an increase in Contact's costs due to third parties, exchange rate fluctuation or RPI shall be regarded as reasonable.
- 3.3. Time for payment shall be of the essence.
- 3.4. All payments to be made by the Customer under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.
- 3.5. Contact may at its sole discretion elect to suspend delivery of the Products and/or Services so long as any sum due to it by the Customer is in arrears. Any additional charges incurred by the consequent delay in delivering the Products and/or Services shall be paid by the Customer.
- 3.6. If any sum payable under the Contract is not paid when due then, without prejudice to Contact's other rights under the Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgement and will accrue on a monthly basis on all unpaid overdue balances at a rate of 4 percent above the base rate of Barclays Bank Plc.
- 3.7. If any direct debit or account payment collection by Contact is unsuccessful for whatever reason the Customer will be liable for an administrative charge of £25.
- 3.8. Where the Customer has booked time for scheduled or unscheduled work, and then subsequently cancels or delays that work whether temporarily or indefinitely, Contact, at its sole discretion, has the right to recover all charges for said works. This applies to any work, whether planned to be performed remotely or onsite. The following cancellation charges shall immediately become due and payable by the Customer to the Contact;
  - Less than 2 Working Days written notice - 100% of charges.
  - Less than 5 Working Days written notice - 50% of charges.

### 4. FORCE MAJEURE

- 4.1. If Contact cannot provide the Products and/or Services due to any circumstance beyond the reasonable control of Contact, such as default by the TSP to satisfactorily perform its obligations to Contact, or including, but not limited to, any act of God, exceptional severe weather, failure or shortage of power supplies, flood, drought, tempest, lightning or fire, protests, strike, lock-out, trade dispute or labour disturbance, war or military operations, explosion, an act of terrorism, national or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those involving Contact's or TSP's employees), delay or failure in manufacture, production or supply by third parties of Products or access lines (each a 'Force Majeure Event'), Contact shall be entitled to a reasonable extension of time for performing such obligations and will not be liable for any loss or damage which may be suffered by the Customer. If Contact is prevented, hindered or delayed from supplying the Products or performing the Services under these Terms and Conditions by a Force Majeure Event then Contact may, at its sole option, and without being liable for any loss or damage suffered by the Customer as a result:
  - suspend deliveries of the Products or Services while the Force Majeure Event continues;
    - apportion available stocks of Products or resources between its customers if Contact has insufficient Product or resource to meet orders;
  - terminate the Contract forthwith by giving written notice to that effect to the Customer should the Force Majeure be longer than 30 days.

### 5. NON-SOLICITATION

- 5.1. Should Contact use any third-party supplier(s) in the supply of Products and provision of Services, the Customer undertakes that it shall not engage directly with such supplier(s), during the term of the Contract and for a period of 12 months afterwards, without the written permission of Contact.
- 5.2. During the term of the Contract, and for a period of 12 months afterwards, the Customer and Contact undertake to each other not to employ or offer employment to any person who has been employed by the other and with whom the relevant employee has had dealings at any time during the previous year. (In this context, 'employ' means engaging a person as employee, director, subcontractor or independent contractor).
- 5.3. If Contact or the Customer breaches clause 5.2, that party must pay the other party damages equal to the relevant employee's annual salary and any training costs that have been incurred on the relevant employee in the 12 months before the breach occurred.
- 5.4. This clause 5 shall not apply where employment is as result of the general recruitment advertising or Contact hiring via independent recruitment agencies

### 6. ASSIGNMENT

- 6.1. The Contract may not be assigned in whole, or in part, by the Customer without Contact's prior written consent.
- 6.2. Contact may assign or novate all or part of Contact's rights or obligations under the Contract and the Customer hereby consents to any such assignment or novation. Notwithstanding the Customer's consent, the Customer agrees to execute any documents and do any acts and things which may reasonably be required by Contact to give effect to this clause 6.2.

### 7. VALIDITY

7.1. No amendment or modification to the Contract will be effective or binding unless it is in writing and signed by duly authorised representatives of both parties. If any provision of these Terms and Conditions or the Contract becomes invalid, illegal or unenforceable the other provisions of the Terms and Conditions and/or the Contract shall not be affected.

## 8. ENTIRE AGREEMENT

8.1. These Terms and Conditions and the Customer Order Form set out the whole Contract between the Customer and Contact for the supply of Products and/or provision of the Services and supersede all prior communications and representations, whether written or oral, and these Terms and Conditions may only be modified if such modification is in writing and signed by an authorised Contact employee.

8.2. Contact's Contract will take precedence in all cases.

8.3. Any subsequent Customer Order Form for the supply of Products and/or provision of Services accepted after the Contract has been signed will automatically be subject to these Terms and Conditions of Business.

## 9. NO WAIVER

9.1. Failure by Contact to exercise or enforce any right conferred by these Terms and Conditions shall not be deemed to be a waiver of such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

9.2. Each right or remedy of Contact under the Contract is without prejudice to any other right or remedy of Contact whether under the Contract or not.

## 10. NOTICES

10.1. Any notice in connection with the Contract will be in writing addressed to the other party at its registered office, or principal place of business and will be delivered by hand, or first class or special delivery post. The notice will be deemed to have been duly served, if delivered by hand, when left at the proper address for service or if made by pre-paid, first class post or special delivery post, 48 hours after being posted.

## 11. THIRD PARTY RIGHTS

11.1. A person who is not party to the Contract under these Terms and Conditions has no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

## 12. SEVERANCE

12.1. If any provision of these Terms and Conditions or of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from these Terms and Conditions and/or the Contract and will be ineffective, without, as far as is possible, modifying any other provision or part of these Terms and Conditions and/or the Contract and this will not affect any other provision of the Contract and/or these Terms and Conditions which will remain in full force and effect.

## 13. GOVERNING LAW

13.1. The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English courts will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with the Contract. The parties agree to submit to that jurisdiction.

13.2. The Contract is governed by the Applicable Laws

13.3. The legal construction of these Terms and Conditions shall not be affected by their headings.

## 14. LIMITATION TO LIABILITY

14.1. This clause 14 sets out the entire financial liability of Contact (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:  any breach of the Contract;

- any use made by the Customer of the Services or the Products; and
- any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

14.2. All warranties, clauses and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

14.3. Nothing in these clauses limits or excludes the liability of Contact:  for death or personal injury resulting from negligence; or

- any physical damage to the property to the premises where the Products are installed but only to the extent it is caused by the negligence of Contact or its employees; or
- for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Contact

14.4. Subject to clause 14.2 and clause 14.3, Contact shall not be liable for:

- loss of profits; or  loss of business; or
- depletion of goodwill and/or similar losses; or  loss of anticipated savings; or  loss of goods; or  loss of contract; or  loss of use; or
- loss of corruption of data or information; or  any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

14.5. Contact's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Contract.

- 14.6. Contact will use its commercially reasonable efforts to ensure that all services rendered pursuant to this Contract will be performed in a workmanlike manner consistent with industry practices. Except for the foregoing, services, deliverables and products are provided "as is," without any warranty of any kind. Contact and its suppliers and/or subcontractors disclaim any and all warranties, either express or implied, including but not limited to any warranty of merchantability and/or fitness for a particular purpose. Contact and its suppliers and/or subcontractors do not warrant that services, deliverables, or products will meet customer's requirements or that the performance or use thereof will be uninterrupted or error-free.
- 14.7. All other express or implied terms, conditions or warranties and any liability in tort or otherwise are excluded
- 14.8. Each part of this clause 14 operates separately. If any part is disallowed or is not effective the other parts will continue to apply.

## 15. CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS

- 15.1. The Customer shall treat all product, customer or business information, drawings, designs and specifications submitted to it by Contact as confidential and shall not disclose it to any third party without the Contact's prior written consent or use it for any purpose except where authorised to do so by the Contact.
- 15.2. Clause 15.1 does not apply to information which:
  - is at the date of disclosure or becomes at any time after that date publicly known other than by the Customer's breach of this clause;
  - can be shown by the Customer to Contact's satisfaction to have been known by the Customer before disclosure by the Contact to the Customer;
  - is or becomes available to the Customer otherwise than from Contact and free of any restrictions as to its use or disclosure;
  - is required to be disclosed by law.
- 15.3. Contact retains all Intellectual Property Rights in the Services and other materials arising out of the provision of the Services and the Customer acknowledges that the Contact shall own any know-how ideas, methods, processes or techniques which relate to any developments arising out of the provision of the Services.
- 15.4. The provisions of this clause 15 shall survive the termination of the Contract.

## 16. LICENCES & CONSENTS

- 16.1. If a licence or consent of any third party is required for the supply or use of the Products or Services by the Customer, the Customer will obtain such licence or consent at its own expense and produce evidence of it to Contact on demand.
- 16.2. The Customer shall not be entitled to withhold or delay payment if it fails to obtain any licence or consent and shall pay any additional costs or expenses incurred by the Contact as a result of such failure.

## 17. DATA PROTECTION

- 17.1. Both parties shall ensure that they, their employees, agents and sub-Contractors shall observe the requirements of Information Security regulations (UK Data Protection Act 2018, the EU's General Data Protection Regulation (GDPR) 2018) and any subsequent amendments or revisions.
- 17.2. Both parties shall ensure that use of the subject matter of the Contract and any personal data processed under it complies with the Information Security regulations and will promptly fulfil any request made or direction given to the other which is directly due to the requirements of such regulations.
- 17.3. On the conclusion or termination of the Contract both parties shall cease to use all copies of confidential information obtained from the other except in so far as the law requires the information be retained in which event it shall be kept until such period is over and, in any event, kept strictly confidential under the provisions of this clause.

## 18. DISPUTE RESOLUTION

- 18.1. Both parties shall attempt in good faith to resolve any dispute related to this Contract using the following process:
  - Either party must notify the other party in writing the nature of the dispute. Management representatives from each party will then meet within 10 Business Days of receipt of notification to resolve the dispute to the satisfaction of both parties
  - If resolution is not achieved, then senior management representatives from both parties will meet within a further 10 working days to resolve the dispute to the satisfaction of both parties
  - If the senior management of both parties cannot resolve the dispute within 5 working days of the meeting, the parties shall endeavour to resolve the dispute using a recognised third-party mediation service. Each party will bear its own costs and expenses incurred in connection with the mediation and share equally the costs and expenses of the mediator.

## 19. TERMINATION

- 19.1. Contact may at its sole discretion elect to terminate the Contract at any time (without prejudice to accrued rights) by written notice if the Customer is in breach of any obligation under the Contract or any other contract with Contact and fails to remedy the breach within a reasonable time of written notice requiring it to do so. Failure to pay any monies due under the Contract is a material breach of the terms of the Contract which is not capable of remedy
- 19.2. Contact may, by giving written notice, terminate the Contract if the Customer allows itself to suffer distress or execution or is the subject of a bankruptcy order (or in Scotland the Customer is sequestrated or in Northern Ireland the Customer is adjudicated bankrupt) or becomes insolvent or goes into liquidation, or enters into an arrangement or composition with creditors or if a receiver is appointed over any part of its business or assets.
- 19.3. The termination of the Contract howsoever arising is without prejudice to the rights, duties and liability of either the Customer or Contact accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

- 19.4. Upon termination of the Contract, the Customer shall pay all monies due under the Contract to Contact up to and including the date of termination together with any other charges as specified in Part B, Part C, Part D, Part E, Part F and Part G of these Terms and Conditions. No refunds will be due to the Customer.
- 19.5. If the Contract is terminated for any reason outside of Contact's control, Contact shall be entitled to recover from the Customer all costs, losses and expenses reasonably incurred by Contact including any fine or penalty from any regulatory body due to the Customer's act or omission. The Customer shall indemnify and keep indemnified Contact against such fine or penalty and reimburse Contact for all reasonable administrative expenses and costs incurred by Contact to deal with the matter giving rise to the fine or penalty.

## PART B - PROFESSIONAL SERVICES

### 20. COMMENCEMENT

- 20.1. The Services shall commence and charges shall accrue from the Commencement Date on the Customer Order Form

### 21. PROFESSIONAL SERVICES

- 21.1. Contact will provide the Services as described on the Customer Order Form and/or in the applicable Statement of Work (SOW). The Customer Order Form and/or Statement of Work provides an ESTIMATE of the resource required.
- 21.2. Either party may request a change to a Statement of Work. No such change is binding upon the parties unless:
- Contact has provided the Customer a proposal for implementing the change
  - the amount of additional charges, if any, payable by the Customer to Contact as a result of the change have been determined and agreed upon in writing and signed by both parties
  - the impact on the timeframes as a result of the change, is set out in the relevant Statement of Work and agreed upon in writing and signed by the parties.
- 21.3. Contact shall:
- perform the Services in accordance with the applicable Statement of Work;
  - perform the Services with due care, skill and judgment and in a proper workmanlike manner
  - ensure that suitably qualified and experienced personnel work on the provision of the Services;
  - use reasonable commercial efforts to perform the Services in accordance with the timeframes set out in the relevant Statement of Work but will not be responsible for delays caused by the Customer or for reasons beyond Contact's control;

### 22. CUSTOMER OBLIGATIONS

- 22.1. The Customer shall make available in a timely manner at no charge to Contact all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources reasonably required by Contact for the performance of the Services. The Customer will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness, consistency and timeliness of all such data, materials and information supplied by Customer.
- 22.2. If required to carry out the Services Contact shall have full free and timely access to the System and the customer shall provide adequate working space and facilities and co-operate in diagnosing faults as may reasonably be required and shall observe any common law or statutory requirements relating to a healthy and safe workplace.

### 23. CHARGES & PAYMENT

- 23.1. Contact will invoice the Customer for Services monthly in advance unless otherwise stated in any Statement of Work or on the Customer Order Form. Payment is due within 30 days of the invoice date.
- 23.2. Unless otherwise specified on a Statement of Work, work that is outside of Business Hours shall be charged at one and half times the rate specified on the Statement of Work.
- 23.3. All travel and expenses will be charged by Contact to the Customer

### 24. INSTALMENTS

- 24.1. Contact may perform the Services in stages as stated in the Statement Of Work. Each stage will be a separate Contract and no cancellation or termination of any one Contract relating to a stage will entitle the Customer to repudiate or cancel any other Contract or stage. Each separate stage will be invoiced and paid for in accordance with the provisions of the Contract.

### 25. TERMINATION

- 25.1. If the Customer purports to terminate the Contract, charges shall nevertheless continue to be payable as if the Contract had been completed unless the Contract ends because Contact is in substantial unremedied breach of the Contract with the Customer (and for the purposes of this clause the Customer must give notice to Contact in writing of the breach and Contact will have 28 days in which to remedy the breach);

## PART C - SUPPORT SERVICES

### 26. TERM

- 26.1. The Service shall commence and charges shall accrue from the Commencement Date on the Customer Order Form
- 26.2. Services shall continue for the Minimum Period from the Commencement Date. After expiry of the Minimum Period, the Contract will be automatically renewed on an annual basis (the "Annual Term") unless the Customer gives not less than 90 days written notice to Contact, such notice to expire on the anniversary date of the Commencement Date.

26.3. If any Equipment not supplied by Contact is included in the Services, or the Commencement Date is later than the date of expiry of the period of warranty for the Equipment, Contact shall be entitled to inspect/test the Equipment before the Commencement Date. The Contract shall not come into effect until Contact notifies the Customer in writing that Contact can support the Equipment and the date of approval shall be treated as the Commencement Date. The Customer shall pay Contact's reasonable charges for inspection/testing.

## 27. SUPPORT SERVICES

- 27.1. Contact will provide Services as detailed in the Customer Order Form and/or as described in the Statement of Work "SOW". Contact may update the levels of Services (including the Service Levels) offered from time to time.
- 27.2. All requests for Services received by Contact's Service Desk will receive a response from Contact in accordance with the Service Level Agreement (SLA) as detailed on [www.comtact.co.uk](http://www.comtact.co.uk) and in line with the hours of support agreed on the Customer Order Form and/or Statement Of Work. Requests will be logged by Contact in the Incident Tracking System, and details (including tracking number) will be communicated to the Customer contact who made the request.
- 27.3. Contact's Service Desk will provide Services for issues raised with it by email or telephone depending on the level and hours of support purchased.
- 27.4. Once a request has been logged in the Incident Tracking System Contact will commence work to try and repair and/or provide a workaround for the issue. To avoid doubt, Contact does not guarantee (under these Terms and Conditions or otherwise) to be able to resolve any issue. The level of support provided by Contact is subject to the following dependencies:
- availability of, and accessibility to the Customer's network and server infrastructure;
  - time waiting for responses from third parties
  - time waiting for responses from the Customer, or delays due to incorrect logging of incidents by the Customer
  - the accuracy, completeness and timeliness of information provided by the Customer to Contact

## 28. EQUIPMENT SUPPORT

- 28.1. Contact shall maintain the supported Equipment as detailed in the Customer Order Form in efficient working order
- 28.2. Equipment Support covers only faults resulting from normal wear and tear. In the case of faults arising from other causes additional charges will be payable. Such other causes include:
- the cost of repair or replacement or extra service time made necessary by accidental damage, misuse, negligence or failure to observe Contact's recommendation or those of the network operator or other relevant authorities; or for external causes such as but not limited to failure or fluctuation of electrical power, incorrect environmental conditions including incorrect temperature and humidity levels, lightning and storm damage, electromagnetic interference and any other accidental or deliberate damage;
  - any alterations of the Equipment to meet a change in the Customer's requirements or the standards or requirements of any relevant public network operator or other relevant authority;
  - any failure of line wiring other than by reasons of fair wear and tear;
  - replacement of consumable materials
  - loss or theft of hardware and/or software which forms part of the serviced Equipment and loss or cost of replacement/recovery of stored data.
- 28.3. Contact may remove all or part of the Equipment from the Customer's premises for the purposes of inspection, testing and repair, but wherever reasonably practicable take steps to protect the continuity of the Customer's facilities.
- 28.4. Where replacement parts are provided by Contact, parts removed will become the property of Contact.
- 28.5. Where Equipment is moved or modified other than by Contact, Contact may inspect/ test the Equipment and correct any defects caused by the move and reserves the right to levy additional charges
- 28.6. Where a telecommunication service is provided by a network operator to which the Equipment is connected ceases to function for reasons beyond the reasonable control of Contact an additional charge will be payable for any work carried out by Contact in identification and/or rectification of the service.
- 28.7. If during the service period Contact reasonably forms the opinion that the Equipment can no longer be economically maintained to the necessary standards it will notify the Customer of Contact's estimate of the cost of replacing or reconditioning all or part of the Equipment. Should an agreement with the Customer not be reached on appropriate charges then Contact shall be entitled by written notice to withdraw the Services. In all cases notice period would not be less than Twenty-Eight (28) days.
- 28.8. If the cause of a problem has been identified as a software fault Contact will use all reasonable means to provide a patch fix or avoidance procedure until a new release of software is provided that incorporates full correction procedures in lieu of patch fixes and avoidance procedures for the earlier release.
- 28.9. If Contact is required for any reason to a new release of software in the Customer's System, then the new release may be charged for in accordance with Contact's licence fee for the release in question.
- 28.10. Any modifications or additions to hardware that may be necessary to provide an interface with a later release of software shall be chargeable to the Customer in accordance based on the Equipment required and the amount of work involved.
- 28.11. Whenever reconfiguration of software is required to alter the operational parameters of the Equipment, the customer shall pay a reconfiguration charge based on the amount of work involved.
- 28.12. The Customer acknowledges that later releases of software may create operational differences in the available features and facilities of an earlier release. Contact will endeavour to minimise such differences.

## 29. CUSTOMER OBLIGATIONS

- 29.1. The Customer is responsible for ensuring that the environmental conditions on the Customer site conform to the recommendations of Contact, the Equipment manufacturer or other relevant authorities.
- 29.2. The Customer shall ensure that Contact engineers shall have full and timely access to Equipment on the Customer site and shall provide adequate working space and facilities and co-operate in diagnosing faults as



the engineer may reasonably enquire and shall observe any common law or statutory requirements relating to a healthy and safe workplace.

- 29.3. The Customer shall indemnify and keep indemnified Contact against all loss claims fees and costs from any network operator or other third party in the event that:-
- Contact is unable to keep the Equipment in good working order due to causes within the control of the Customer.
  - the Customer allows the Equipment to be altered, adjusted or interfered with by someone other than Contact's authorised engineers or agents, or attachments are fitted without Contact's written agreement. If such alterations or connection makes Contact's obligation under this Contract more onerous Contact may increase the normal charge by an appropriate supplement.
- 29.4. The Customer shall allow Contact to carry out remote diagnostics as required. In the event that the Customer does not allow Contact to carry out remote diagnostics and as a result Contact has to undertake additional work, Contact reserves the right to levy additional charges.

### 30. CHARGES & PAYMENT

- 30.1. Contact will invoice the Customer for Services annually in advance unless otherwise stated in the Customer Order Form. Payment is due within 30 days of the invoice date, or upon termination of the Contract, whichever occurs first.
- 30.2. Unless otherwise specified on the Customer Order Form, work that is outside of Business Hours shall be charged at one and half times the rate specified on the Statement of Work.
- 30.3. All travel and expenses will be charged by Contact to the Customer

### 31. ADDITIONAL CHARGES

- 31.1. The Charges may be adjusted at any time in the event that:-
- the class of Services provided for the System is changed for any reason.
  - any changes are made to the requirements for the Network Operator affecting the provision of the Services for the System.
  - the software installed is no longer a current stable release. In this event the Charges shall be increased to the rate applied by Contact at the relevant time for the Services of the superseded release, unless the Customer provides written evidence of sound operational or technical reasons why the existing software version is to be retained.
  - the System is extended by the addition of further hardware, software, cabling or ancillary equipment.
- 31.2. In the following cases Contact may make additional charges calculated by reference to the cost of materials and to Contact's applicable daily rate for time expended where :-
- Contact carries out work or provides replacement parts in connection with faults which do not result from fair wear and tear.
  - Contact responds to a fault report and no fault is found to exist or the fault reported is not one covered by this Contract.
  - performance of Contact's obligations is made more difficult or costly by a breach of the Customer's obligations under the Contract.
  - Contact is unable to gain access to the equipment.
  - Contact works at the Customer's request outside Working Hours or is requested to return after an initial callout to carry out/conclude rectification work.
  - the Customer has agreed to either scheduled or unscheduled maintenance, and then subsequently cancels or delays that engineering work. Contact, at its sole discretion, has the right to recover any costs incurred either directly, or indirectly (such as via a third-party supplier). This applies to any work, whether planned to be performed remotely or onsite.
  - Contact is required to carry out inspection/testing of the Equipment and/or corrects defects due to modifications other than by Contact.

### 32. TERMINATION

- 32.1. If the Customer purports to terminate the Contract during either the Minimum Period of the Service or a subsequent Annual term, charges shall nevertheless continue to be payable as if the Contract had continued up to the end of the Minimum Period or subsequent Annual Term unless the Contract ends because:-
- Contact has materially changed the conditions of the Contract to the Customer's detriment; or
  - Contact is in substantial unremedied breach of the Contract with the Customer (and for the purposes of this clause the Customer must give notice to Contact in writing of the breach and Contact will have 28 days in which to remedy the breach);

## PART D - PRODUCTS

### 33. PRODUCT DELIVERY

- 33.1. Any reference to delivery in this clause 33 assumes that the delivery address is as specified on the Customer Order Form unless Contact is notified in writing when the Customer signs the Customer Order Form.
- 33.2. Any reference to delivery dates in this clause 33 includes Commencement dates where applicable.
- 33.3. Any dates quoted for delivery of the Products are approximate only and Contact shall not be liable for any delay in delivery of the Products howsoever caused. Time for delivery shall not be of the essence of the Contract
- 33.4. Contact will not be liable to the Customer for any loss or damage (direct or indirect) occasioned by its failure whether as a result of its negligence or otherwise to deliver the Products by the date or within the time stated and in no case shall delay be a ground for rejecting the same.
- 33.5. Any claim by the Customer which is based on any defect in the quality or condition of the Products or their failure to correspond with specification (whether or not delivery is refused by the Customer) must be notified to Contact within 7 days from the date of delivery or where the defect or failure was not apparent on reasonable

inspection within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Contact accordingly, the Customer shall not be entitled to reject the Products and Contact shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.

- 33.6. Where any valid claim in respect of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specification is notified to Contact in accordance with these Conditions, Contact shall be entitled to replace the Products or, at Contact's sole discretion, refund to the Customer the price of the Products, but Contact shall have no further liability to the Customer.
- 33.7. Under no circumstances shall Contact be liable for any economic loss or damage suffered by the Customer howsoever caused and whether foreseeable or contemptible which for the avoidance of doubt shall be taken as including any loss of profits, business revenue, goodwill, anticipated saving overhead and labour costs.
- 33.8. The Customer accepts sole responsibility for backing up any data stored on the Products. Contact is not liable for any data loss and it is therefore the Customer's responsibility to back up any such data stored on the Products.

#### 34. EQUIPMENT RISK/TITLE

- 34.1. If the Customer fails to take delivery of the Equipment or fails to give Contact adequate delivery instructions (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Contact's fault) then, without prejudice to any other right or remedy available to Contact, Contact may;
- store Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
  - sell 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 Contract.
- 34.2. All Equipment will remain the property of Contact until the price of such Equipment has been paid in full, but risk in the Equipment will pass to the Customer from the date of delivery.
- 34.3. Until paid for in full, the Customer will insure the Equipment and keep it insured throughout the term of the Contract on an agreed value basis, but not for less than the full market value of the Equipment, against all risks on a comprehensive policy without restriction or excess.
- 34.4. Until such time as the property in the Equipment passes to the Customer, Contact shall be entitled at any time to require the Customer to deliver up the Equipment to Contact and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.
- 34.5. Where Equipment has been delivered and any delivery has been accepted by the signature of a representative of the Customer, then financial liability for the Equipment will become the responsibility of the Customer.
- 34.6. Any accidental damage to the Equipment will not be covered by the warranty and the Customer will be required to cover the cost of this kind of repair.

#### 35. END USER LICENCE/SUBSCRIPTION AGREEMENT

- 35.1. Liability for Products supplied by a Service Provider is governed by the Service Provider's End User Licence/Subscription Agreement. Before using such Products, the Customer agrees to be bound by the terms of the End User Licence/Subscription Agreement. By accepting the terms of the End User Licence/Subscription Agreement the Customer hereby acknowledges these conditions and to observe them for any and all use of the relevant Products.

#### 36. CHARGES & PAYMENT

- 36.1. Contact shall invoice the Customer for the supply of Products on the date of Order, unless indicated to the contrary on the Customer Order Form. Payment is due within 30 days of the date of invoice, or upon termination of the Contract, whichever occurs first.
- 36.2. Unless otherwise stated on the Customer Order Form the Customer will pay for all delivery charges.

#### 37. INSTALMENTS

- 37.1. Contact may supply the Products in stages. Each stage will be a separate Contract and no cancellation or termination of any one Contract relating to a stage will entitle the Customer to repudiate or cancel any other Contract or stage. Each separate stage will be invoiced and paid for in accordance with the provisions of the Contract.

#### 38. TERM & TERMINATION

- 38.1. Where applicable Product delivery shall continue for the Minimum Period from the Commencement Date. After expiry of the Minimum Period, the Contract will be automatically renewed on an annual basis (the "Annual Term") unless the Customer gives not less than 90 days written notice to Contact, such notice to expire on the anniversary date of the Commencement Date.
- 38.2. If the Customer purports to terminate the Contract during either the Minimum Period of the Service or a subsequent Annual term, charges shall nevertheless continue to be payable as if the Contract had continued up to the end of the Minimum Period or subsequent Annual Term unless the Contract ends because:-
- Contact has materially changed the conditions of the Contract to the Customer's detriment; or
  - Contact is in substantial unremedied breach of the Contract with the Customer (and for the purposes of this clause the Customer must give notice to Contact in writing of the breach and Contact will have 28 days in which to remedy the breach);

### PART E - VOICE & DATA SERVICES

### 39. TERM

- 39.1. The Contract shall take effect from the Commencement Date as notified by Contact and shall be for the period of 60 months or such lesser period as set out in the Customer Order Form (either period being referred to in the Contract as the Minimum Period)
- 39.2. After expiry of the Minimum Period, the Contract will be automatically renewed on an annual basis (the "Annual Term") unless the Customer gives not less than 90 days written notice to Contact, such notice to expire on the anniversary date of the Commencement Date.

### 40. THE SERVICES

- 40.1. Contact agrees:-
- o to supply Contact's Services as an intermediary and to obtain for the Customer line rental and other ancillary services from a TSP (Services);
  - o to supply voice and/or data telecommunications services indicated on the Customer Order Form to the Customer. The Customer agrees to use the Services on the Terms and Conditions set out in this document and the Customer Order Form (together the Contract).

### 41. CHARGES & PAYMENT

- 41.1. The Customer will be liable for the charges for the Services as set out in the Customer Order Form. These charges will apply whether the Services are used by the Customer or someone else.
- 41.2. The Customer will be liable for Line Rental from the day upon which Contact supplies the Services (the Connection Date). Line Rental charges will be determined by the way the TSP classifies the line.
- 41.3. The provision of the Services may require the pre-ordering of equipment, installation and re-programming of equipment. The Customer may be charged for all costs incurred in this respect.
- 41.4. Contact shall calculate Charges by reference to all data recorded or logged by Contact and not by reference to data recorded or logged by the Customer.
- 41.5. The Customer will receive a first invoice shortly after Contact commences providing the Services to include installation charges (if applicable) and the initial Line Rental payment apportioned where necessary for the period from the Connection Date to any subsequent Line Rental payment date.
- 41.6. The Customer will then receive regular subsequent invoices for the duration of the Contract for:
- o Line Rental in advance; and
  - o Call Charges, including for any calls and data in excess of any allowances and bundles (which shall not be carried forward) including without limitation the following: any charges incurred from other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and any other handling charges incurred), with payments being due monthly in arrears in respect of all Call Charges incurred during the preceding month, the date of payment being at Contact's discretion; and
  - o any additional Services which Contact may provide.
- 41.7. All Call Charges not included in the Tariff will be charged at Contact's standard rates. Unused allowances cannot be carried forward from one month to the next unless expressly stated by Contact.
- 41.8. Contact shall be entitled from time to time to amend the billing periods referred to in clause 41.6
- 41.9. The Customer must pay all charges within 14 days from the date of invoice in full without any set-off or other deduction whatsoever by variable direct debit from a current account maintained by the Customer at a UK branch of a bank or building society.
- 41.10. If any charges are overdue or the Customer is in default of the Contract with Contact or with any other company within Contact Group (as defined above), or if Contact has written to the Customer requiring resolution and have not had a satisfactory response within 7 days, Contact may ask the TSP to disconnect the Customer's service. If this is necessary, the following conditions in clause 47 (Termination) shall apply.
- 41.11. Normal monthly rental charges will continue to be charged during any period of disconnection or for the duration of the Minimum Period of the Contract;
- 41.12. The Customer may be charged a fee for reconnection of the Service.

### 42. CUSTOMER OBLIGATIONS

- 42.1. The Customer undertakes to use the Services strictly in accordance with the Contract and such other conditions as may be notified in writing to the Customer by Contact from time to time and in accordance with the relevant provisions of the Communications Act 2003 with any other applicable laws and regulations, any directions given by the Director General of the office of Telecommunications or other competent authority.
- 42.2. The Customer will ensure that neither the Customer nor anyone under their control may use the Services:-
- o as a means of communication for a purpose other than that for which the Services are provided or in a manner in which constitutes a violation or infringement of the rights of any other party;
  - o to make offensive, indecent, menacing, nuisance or hoax calls or calls of a defamatory character or fraudulently or in connection with a criminal offence.
- 42.3. The Customer hereby indemnifies and shall keep indemnified Contact against all liabilities, claims, damages, losses and expenses arising from any breach of the Customer's obligations in clause 42.2 and against any claim which is made against Contact and/or the TSP because the Services are misused in any way by the Customer. Contact or TSP reserve the right to take further action as specified in clause 47.
- 42.4. In respect of LCR Services the Customer is responsible for checking that the Customer is not currently in a contract with any other supplier(s) before changing over the line rental or LCR services to Contact. Contact will not be liable for any cancellation charges or other fees charged by the Customer's previous supplier.
- 42.5. The Customer will comply with current regulations for NGNs which includes but is not limited to the following:
- o the Customer will provide the caller pricing information for each number wherever the number is printed or published.
  - o the Customer will notify callers of undue delays between a call being connected and the caller accessing the service
  - o where required the Customer will obtain prior permission for premium rate numbers
- 42.6. Contact cannot be held responsible for any costs, consequential or otherwise, incurred by the Customer in preparation for the commencement of services until such time that Contact confirms the activation of NGN number(s). The Customer should not undertake any marketing activities or publication of numbers until an order confirmation has been received from Contact.

#### 43. CUSTOMER EQUIPMENT

- 43.1. The Customer undertakes that all of its telecommunications apparatus shall be in good working order and conform at all times with the relevant standard or approval under section 22 of the Act and the Customer will comply at all times with the conditions of such standard and approval. Contact will not be under any obligation to connect or keep connected any such equipment, which Contact reasonably believes does not conform to the provision of any applicable requirement. The Customer will be responsible at all times for the safety and safe custody of all such equipment and for the safe use of it in connection with the Services. If the equipment does not meet these standards the Customer must immediately disconnect it or allow Contact to do so at the Customer's expense.
- 43.2. To enable Contact to fulfil its obligations under the Contract the Customer shall permit or procure the permission for Contact or Contact's authorised representatives to have access to the Customer's premises and shall provide Contact with such access as Contact shall reasonably request. Contact will normally require access only during Working Hours but may upon giving reasonable notice require access at other times in order to ensure the provision of the Services. At the Customer's request, Contact may agree to work outside Working Hours provided that the Customer reimburses Contact for reasonable charges in complying with such a request.
- 43.3. The Customer hereby duly authorises Contact, its dealers, agents or personnel to re-programme and/or remove existing access equipment as may be necessary in order to provide the Services. It is the Customer's obligation to follow Contact's (or its authorised representative's) specifications regarding any construction work at the Customer's premises necessary for the installation of the equipment or reprogramming of the Customer's telephone system for the use of the Services. The Customer shall provide such assistance as Contact shall reasonably request.
- 43.4. Contact reserve the right to charge the Customer for all costs incurred as a result of carrying out maintenance or repair work which, in Contact's reasonable opinion, is considered necessary.

#### 44. PROVISION OF INFORMATION

- 44.1. The Customer will promptly provide to Contact all information and co-operation which Contact may reasonably require to enable Contact to carry out its obligations under the Contract and notify Contact as soon as the Customer become aware of any circumstances which may constitute a breach of the Customer's obligations under this Contract or which may hinder Contact's ability to efficiently provide the Services.

#### 45. PROVISIONS SPECIFIC TO LCR SERVICES

- 45.1. The TSP's standard terms and conditions of business relate to line rental and ancillary services and the manner of provision of Contact's LCR Services are subject to those terms and conditions in force from time to time. Therefore, Contact may have to do some things that could affect LCR Services. Contact accepts no liability for any loss cause to the Customer for the following:-
  - o If the telephone service is interrupted Contact will ask the TSP to restore it as quickly as possible.
  - o Occasionally, at the request of the TSP Contact may have to change the code or phone number or the technical specification of the LCR Services for operational reasons or interrupt the telephone service for operational reasons or because of an emergency or give instructions necessary for health or safety reasons or for the quality of the telephone services.
- 45.2. The Customer shall not sell or agree to transfer the telephone number(s) provided to the Customer for use with the LCR Services and the Customer must not attempt to do so.
- 45.3. The Customer must not allow the advertisement of any telephone number(s) used for the LCR Services in or on a telephone box without Contact's prior written consent and the Customer must ensure that this does not occur. Contact reserve the right to take action as specified in clause 46. Contact will however give the Customer written notice before taking any such action where reasonably practicable.
- 45.4. The TSP will put the Customer's name, address and the telephone number(s) for the LCR Services in the telephone book for the area and make the Customer's telephone number(s) available from directory enquiries services. However, the TSP will not do so if the Customer asks Contact to notify the TSP accordingly. If the Customer requires a special entry in the telephone book the Customer must inform Contact and Contact will notify the TSP. Where Contact agrees to a special entry the Customer must pay an extra charge.
- 45.5. Contact shall use all reasonable endeavours to provide the Customer with the LCR Services by the date Contact agree with the Customer and the TSP, but time shall not be of the essence for such provision.
- 45.6. Contact cannot guarantee that the telecommunications network and ancillary services will never be faulty, and the Customer acknowledges that the Customer is subject to the terms and conditions of the TSP in relation to the provision of those telephone services. However, in the event of a fault the Customer must notify Contact and Contact will notify the relevant TSP and monitor the progress of the TSP in rectifying the fault. Contact will ask the TSP to work on any fault that the Customer reports to Contact and that work will be subject to the repair service which the TSP agrees to provide to the Customer from time to time and that the charges levied by the TSP from time to time. If the Customer tells Contact that there is a fault in the LCR Services and either Contact or the TSP finds either that there is not or that someone at the Customer's premises has caused the fault, Contact may make a reasonable charge to the Customer for any work which Contact or the TSP has done to try and find the fault or to repair it.

#### 46. SUSPENSION OF THE SERVICES

- 46.1. Contact may at its sole discretion elect to suspend the provision of the Services or request that the TSP suspend the LCR Services until further notice without liability to the Customer on notifying the Customer in writing in the event that:-
  - o The Customer is in breach of this Contract or any other Contract which the Customer has with Contact or with any other company in the Contact and fail to remedy the breach within a reasonable time of being asked to do so;
  - o The Customer prevents or delays any pre-arranged maintenance from being carried out by Contact; or
  - o Contact is obliged to comply with any order, instruction or request of government, an emergency service organisation or other competent authority;

- Any insolvency event occurs as defined in clause 19.2 above;
  - If Comtact believe that the Services are being used in a way forbidden under condition 42.2. This applies even if the Customer does not know that the Services are being used in such a way.
- 46.2. If Comtact suspend the Services, Comtact will not provide the Services again until the Customer acts in accordance with agreed arrangement or satisfy Comtact that the Customer will do so in the future or that the Services will not be used in a way that is forbidden by clause 42.2.
- 46.3. If Comtact suspend the Services because the Customer breaks this Contract, the Contract will continue unless Comtact notifies the Customer in writing that Comtact is treating the Contract as terminated. The Customer must pay to Comtact all charges until Comtact ends the Contract by giving notice hereunder or the Customer or Comtact end the Contract by giving notice under clause 47 below.

#### 47. TERMINATION

- 47.1. The Customer may cancel the Services at any time up to the point of Provision. However, the Customer must pay for any work Comtact has done or for any money Comtact has spent in preparation for the provision of the Services and which Comtact will notify to the Customer.
- 47.2. The Contract and the supply of the Services can be ended by:-
- not less than one months' written notice from Comtact to the Customer, such notice to be given at any time or;
  - not less than three months' written notice from the Customer to Comtact to expire no earlier than the final day of the Minimum Period or subsequent Annual Term.
- 47.3. If either Comtact or the Customer give notice to terminate, the Customer must pay Line Rental and/or all LCR Services up to the end of the relevant notice period explained in clause 39 and/or in respect of other Services all reasonable costs incurred including but limited to the cost of work done and equipment and Services supplied or to be supplied.
- 47.4. If the Customer attempts to terminate the Contract within the Minimum Period or subsequent Annual term then in addition to the obligation to pay Line Rental for the remainder of the Minimum Period (or Annual Term, if applicable) the Customer must pay to Comtact a sum equivalent to the charges for the remainder of the Minimum Period (or Annual Term, if applicable) which will be calculated as follows:
- LCR call charges sum payable by Comtact shall be calculated by reference to the mean average of the last 3 full months call charges (or if less than 3 months call charges can be shown, the average of the months that can be shown) and the mean average result shall be multiplied by the number of unexpired months of the Minimum Period or Annual Term
  - NGN termination charges payable shall be calculated by reference to the mean average of the last 3 full months of NGN rebate (or if less than 3 months rebates can be shown, the average of the months that can be shown) and the mean average result shall be multiplied by the number of unexpired months of the Minimum Period or Annual Term.

#### 48. NGN CHARGES AND REBATES

- 48.1. There will be a monthly rebate or charge based NGN service and will be based on the volume of calls at the rate specified on the Customer Order Form.
- 48.2. There will be a minimum charge of £10.00 per month per number unless otherwise specified.
- 48.3. Moves, Adds and Changes will be charged at the current rate
- 48.4. The phone number for the NGN service and all the rights in that number belong to Comtact. The Customer may not sell or transfer the number without obtaining Comtact's written consent.
- 48.5. Excluding numbers set up and used prior to the start of the Contract, the Customer agrees that Comtact be its exclusive supplier of inbound call numbers and services during the term of the Contract.
- 48.6. If the Customer decides to port the NGN(s) network provider after the Minimum Period, the Customer must give 90 days' written notice to Comtact.

### PART F - MOBILE PHONE SERVICES

#### 49. TERM

- 49.1. The Contract shall take effect from the Commencement Date as notified by Comtact unless terminated as otherwise provided for in these conditions and continue for the Mobile Minimum Period as stipulated in the Customer Order Form, with thirty (30) days' notice thereafter.

#### 50. CONNECTION TO THE NETWORK SYSTEM AND PROVISION OF THE "SERVICES"

- 50.1. Comtact will make the connection as soon as practicable after the date of Comtact's acceptance of the Customer Order Form but it is understood that the connection date which is arranged is an estimate only and may be liable to change. Accordingly, Comtact will not be responsible for the consequences of any delay in connection.
- 50.2. Subject to these terms and conditions Comtact will procure that the Connection is made and Comtact will use its reasonable endeavours to make the Services available to the Customer within the System Area throughout the Term (as specified in clause 49).

#### 51. CHARGES & PAYMENT

- 51.1. The Customer will pay Comtact on receipt of the monthly invoice for the duration of the Contract for:
- the Connection charge(s), a once only payment due on the Connection Date; and
  - the Tariff in advance with the first payment (apportioned where necessary) for the period from the Connection Date until the next month being due on the Connection Date and the second and subsequent payments in respect of each subsequent month being due every month; and
  - Call Charges, including for any calls and data in excess of any allowances and bundles (which shall not be carried forward) including without limitation the following: any charges incurred from

other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and any other handling charges incurred), with payments being due monthly in arrears in respect of all Call Charges incurred during the preceding month, the date of payment being at Contact's discretion; and

- any additional Services which Contact may provide.

- 51.2. All charges not included in the Tariff will be charged at Contact's standard rates. Unused allowance cannot be carried forward from one month to the next unless expressly stated by Contact. Eligible calls will be set against inclusive minutes in the order in which such calls are made except for roaming calls which will be set against inclusive minutes in the month in which the calls are recorded by us following receipt of the relevant call records from the overseas network operator or clearing house.
- 51.3. Contact shall be entitled from time to time to amend the billing periods referred to in clause 51.1
- 51.4. The Customer must pay all charges within 14 days from the date of invoice in full without any set-off or other deduction whatsoever by variable direct debit from a current account maintained by the Customer at a UK branch of a bank or building society.

## 52. NUMBERS

- 52.1. The mobile telephone number and any other numbers made available in connection with the use of the equipment and/or the Services remain the property of Contact, the Customer being licensed during the term of the Contract only to use the mobile telephone number to gain access to the Network System.
- 52.2. The Customer may only apply to Contact to transfer the mobile telephone numbers in relation to this Contract where those mobile telephones have been terminated in accordance with this Contract.

## 53. SIM

- 53.1. The Customer acknowledges that any SIM supplied to the Customer remains the property of Contact and/or the System Provider and the Customer will comply with such procedures as Contact may notify to the Customer in relation to the use of the SIM.
- 53.2. Contact will charge the Customer for the SIM at the rate specified by Contact. Risk in the SIM shall pass to the Customer upon delivery, where delivery is deemed to be the Customer's Contact and Billing details as specified on the Customer Order Form unless otherwise advised by the Customer in writing in advance.
- 53.3. The Customer is responsible for any loss or damage to or unauthorised use of a SIM after delivery together with the cost of any replacement required.
- 53.4. The Customer will immediately notify Contact in the event of any SIM being lost or stolen and will only use the SIM in Customer equipment approved by Contact.
- 53.5. Contact may require the SIM to be delivered up to Contact at any time and to substitute a new SIM for any existing SIM.

## 54. DELIVERY OF EQUIPMENT

- 54.1. Any reference to delivery in this Contract assumes that the delivery address is as specified on the Customer Order Form unless Contact is notified in writing when the Customer signs the Customer Order Form.
- 54.2. Any dates quoted for delivery of the Equipment or Services are approximate only and Contact shall not be liable for any delay in delivery of the Equipment howsoever caused. Time for delivery shall not be of the essence of the Contract.
- 54.3. Contact will not be liable to the Customer for any loss or damage (direct or indirect) occasioned by its failure whether as a result of its negligence or otherwise to deliver the Equipment or Services by the date or within the time stated and in no case shall delay be a ground for rejecting the same.
- 54.4. Where the Equipment is to be delivered in instalments, each delivery shall constitute a separate Contract and failure by Contact to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole
- 54.5. If the Customer fails to take delivery of the Equipment or fails to give Contact adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Contact's fault) then, without prejudice to any other right or remedy available to Contact, Contact may;
  - store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
  - 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 Contract.
- 54.6. Notwithstanding delivery and the passing of risk in the Equipment, or any other provision of these Conditions, the property in the Equipment shall not pass to the Customer until Contact has received in cash or cleared funds payment in full of the price of the Equipment together with all other sums owing to Contact on any account whatsoever or howsoever arising have been paid in full.
- 54.7. Until such time as the property in the Equipment passes to the Customer (and provided the Equipment is still in existence and has not been resold), Contact shall be entitled at any time to require the Customer to deliver up the Equipment to Contact and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Equipment is stored and repossess the Equipment.
- 54.8. Any claim by the Customer which is based on any defect in the quality or condition of the Equipment or Services or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to Contact within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Contact accordingly, the Customer shall not be entitled to reject the Equipment or Services and Contact shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Equipment or Services had been delivered in accordance with the Contract.
- 54.9. Where any valid claim in respect of any of the Equipment which is based on any defect in the quality or condition of the Equipment or their failure to meet specification is notified to Contact in accordance with these

Conditions, Contact shall be entitled to replace the Equipment (or the part in question) free of charge or, at Contact's sole discretion, refund to the Customer the price of the Equipment (or a proportionate part of the price), but Contact shall have no further liability to the Customer.

54.10. Under no circumstances shall Contact be liable for any economic loss or damage suffered by the Customer howsoever caused and whether foreseeable or contemptible which for the avoidance of doubt shall be taken as including any loss of profits, business revenue, goodwill, anticipated saving overhead and labour costs.

## 55. EQUIPMENT

- 55.1. If any equipment is provided to the Customer on a free of charge basis or a loan basis, then title in this equipment shall remain with Contact. The Customer shall at their own expense, be responsible for the safe return of this equipment to Contact seven (7) days before the disconnection or transfer of the mobile telephone service from Contact service. The Customer shall be responsible for any loss or damage to this equipment from the point of delivery to the Customer and shall, at their own expense, keep this equipment in good working order, fair wear and tear accepted. Contact reserve the right to charge the Customer any reasonable costs in repairing or replacing any equipment that is not returned to Contact in accordance with the provisions of the clause.
- 55.2. Unless otherwise agreed by Contact, the Customer will pay for all delivery charges.
- 55.3. Where Equipment has been delivered and any delivery been accepted by the signature of a representative of the Customer, then financial liability for the Equipment, will become the responsibility of the Customer.
- 55.4. The Customer agrees that any Equipment supplied against SIM card, whether by new connection, upgrade or transfer from any other service provider or network operator will be connected and used within Thirty (30) days from the date of delivery. If the Equipment is not used or connected within thirty (30) days from the date of supply then Contact reserves the right to connect the SIM card to the network and the charge the Customer accordingly.
- 55.5. Subsidised Equipment supplied against either a new connection, migration, port or upgrade is supplied on the understanding that the Equipment will generate call spend. If after three (3) months from the date of supply of the Equipment, the Equipment has not generated call spend, then the Equipment will be invoiced at the full price to the Customer.
- 55.6. Where a Customer wishes to upgrade or replace their Equipment and/or car kit, then the upgrade and/or the replacement will be subjected to a new Mobile Minimum Period as stipulated in the Customer Order Form with thirty (30) days' notice thereafter
- 55.7. Where the Customer finds any defect in the quality or condition of the Equipment, the Customer will contact the manufacturer of the Equipment directly and make an appropriate claim under the manufacturer's warranty or guarantee, except where the Customer notifies Contact of such a defect within the first 7 days of the Delivery Date. Upon such a request Contact shall use all reasonable commercial effort to replace the Equipment or procure its repair providing:
- the Customer has followed the operations manual of the manufacturer and/or
  - has followed the instructions issued by Contact to remedy such a defect
  - the Customer has not breached any of the conditions required under manufacture warranty
- 55.8. Any accidental damage will not be covered by the warranty, and the Customer will be required to cover the cost of this kind of repair. Contact will not offer an exchange or a free of charge repair where the faults are not covered by the manufacturer's warranty.
- 55.9. Accidental damage can be repaired in most cases and will be charged to the Customer.
- 55.10. The Customer accepts sole responsibility for backing up any important data stored on the Equipment prior to the commencement of any repairs and hereby acknowledges that any such data (together with any ringtone or logo) may be lost during the repair and will be lost if the Equipment is exchanged. Contact is not liable for this and it is therefore the Customer's responsibility to back up any such data stored on the Equipment.

## 56. SERVICES VIA THE CUSTOMER EQUIPMENT

- 56.1. Customer should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications Services apply to the use of the Services via the Equipment. In addition, the Customer must:
- not use, or allow others to use the Services for any improper, immoral or unlawful purpose; and
  - not use, or allow others to use the Services for the persistent making of calls without a reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person and
  - not reverse the charges on any telephone call or allow anyone else to do this: and
  - comply with any reasonable instructions issued by Contact which concern the Customer's use of the Services, the Equipment, the number, the IMEI number or any SIM, or connected matters so as to comply with all its obligations and liabilities to the System Provider, and
  - not act or omit to act in any way which may injure or damage any persons or property or the Network System or howsoever cause the quality of the Services to be impaired, and
  - provide Contact with all such necessary information as Contact may reasonably require to perform its obligation under this Contract, and
  - only use Equipment which is approved for use with the Network System
- 56.2. The Customer should also be aware that the Services might from time to time be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions, the number of people trying to use the network at the same time, and faults in other telecommunication networks to which the Network System is connected and other causes of interface.
- 56.3. Roaming relies on the telecommunications systems of foreign networks and cannot therefore offer any guarantees about roaming services.
- 56.4. Services used from a country outside the UK may be subject to different laws and regulations that apply in that other country. Contact is not liable for failure to comply with those laws or regulations

- 56.5. The Customer acknowledges and agrees that:
- Contact reserves the right to alter the name code or number allocated by Contact for use and the connection of the Services.
  - the Customer is solely responsible for the operation of the Equipment and should take every precaution to ensure that it is used safely.
  - notwithstanding Contact's acceptance of liability as set out in clause 58 below the Customer should insure against all reasonable foreseeable loss or damage the Customer may suffer as a result of Contact's acts or omission whether negligent or not on the basis that otherwise Contact's potential liability hereunder could be disproportionate to the sum or sums that the Customer has agreed to pay Contact hereunder and Contact cannot be reasonably expected to be aware of the particular circumstances of the Customer.

## 57. EQUIPMENT FUND

- 57.1. If an Equipment Fund is made available to the Customer for purchase of equipment over the period of the Contract and the minimum ARPC commitment is not achieved, then the Equipment Fund will be pro-rated in accordance with the actual ARPC achieved.
- 57.2. Contact will Clawback (be entitled to recover from the Customer) all funds allocated to the Equipment Fund (including without limitation any connection fee):-
- if the telephone has been disconnected for whatever reason after the date of connection (or where the Customer has been disconnected and reconnected if the Customer is subsequently disconnected after the date of reconnection); and/or
  - if the Customer has failed to make payment in full of any charges or bills issued by Contact; and/or
  - in respect of a connection which subsequently becomes a '14-day disconnection' (i.e. the Customer cancels the contract for its purchase of the Equipment from Contact within 14 days of receipt of the Equipment);
  - in respect of a connection which is subsequently found to be connected fraudulently ○ where there is evidence of non-compliance with the System Providers operational procedures as notified.
  - where the Customers call spend is lower than reasonably expected. The determination of 'reasonable call spend' to be entirely at the discretion of Contact.
  - in respect of any connection where minimal call activity takes place within a six calendar months billing period from Contact from the date of connection. The determination of 'minimal call activity' to be entirely at the discretion of Contact.
- 57.3. Contact will Clawback all and any amounts as may be reclaimed by the Systems Provider from Contact for any reason whatsoever.
- 57.4. The amount of any 'Clawback' and VAT shall be a debt immediately due on demand from the Customer to Contact notwithstanding any termination of the Customer Order Form whether before or after the right to Clawback arises. Clawback charges will be passed on in full to the Customer by the way of an invoice from Contact.
- 57.5. The Customer will use its reasonable endeavours to ensure that Clawbacks are avoided.
- 57.6. Contact will be entitled to Clawback (be entitled to recover from the Customer) funds allocated to the Equipment Fund where the Customer requests a lower Tariff or migrates to a lower call plan. For the avoidance of doubt the Clawback calculation will be based on the rates that are in force at the date of connection.
- 57.7. Contact reserve the right to make an administration charge in respect of any Clawbacks

## 58. AMENDMENTS & TARIFF CHANGES

- 58.1. Contact may at any time make reasonable amendments to this Contract. Contact shall as soon as practicable make available details of the amendments by notifying the Customer of any such variation in writing, such amendments shall take effect no sooner than 30 days after notification to the Customer, unless such amendment is made before the Contract is entered into, in which event it will take effect from the date the Contract is entered into. Without prejudice to the generality of the foregoing, any amendment to this Contract made by Contact as a consequence or any alteration in the terms and conditions upon which the System Provider makes the Services available to Contact shall be regarded as reasonable
- 58.2. Except as provided by sub-clause 58.1 no variation to these Terms and Conditions shall be effective whether such purported variation takes place before, at the same time or subsequent to the date of this Contract.
- 58.3. Contact will not undertake a change of Tariff for any mobile telephone during any period of notice given by the Customer
- 58.4. If the Customer requests a change of Tariff Contact will carefully review the request taking due regard of the terms originally and/or subsequently agreed between the Customer and Contact.
- 58.5. Contact will charge a reasonable administration fee for every Tariff change made to each SIM
- 58.6. If notification to terminate is received within thirty (30) days following receipt of a Tariff change then the part of the Mobile Minimum Period not yet expired will be calculated using the previous Tariff.
- 58.7. If the Customer does not achieve the minimum value as set out in the Customer Order Form in any calendar month, then the Customer will pay Contact the difference between the minimum ARPC as set out in the Customer Order Form and the actual ARPC achieved in that calendar month. Payment to be made within fourteen (14) days of the date of Contact's invoice.

## 59. SUSPENSION/DISCONNECTION

- 59.1. Contact may without notice, suspend the Services and (at Contact's discretion) disconnect the Equipment, Number, IMEI Number or any SIM from the Network System in either of the following circumstances:
- during the period of any technical failure, repair, expansion, maintenance, improvement or notification of the Services to the Network System or



- if the Customer commits a breach of any of the terms of this Contract (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, or allows to be done, anything which in Contact's reasonable opinion may have the effect of jeopardising the quality of the Services
- 59.2. The Customer will remain liable to pay all charges due under this Contract notwithstanding suspension and disconnection under paragraph 59.1 above
- 59.3. Except in the circumstances of disconnection pursuant to clause 59.1 above Contact may charge a reasonable fee for disconnection or reconnection of the Equipment, Number IMEI number or SIM to the Network System having regard to the circumstances at the time of disconnection or reconnection

## 60. TERMINATION

- 60.1. Without prejudice to any other claims or remedies, which Contact may have against the Customer, Contact may terminate this Contract by written notice if Contact's license to utilise the Network System is revoked or terminated for any reason.
- 60.2. Upon the termination of this Contract, Contact shall disconnect the Equipment from the Network System, the Number and IMEI number on the Equipment shall revert to Contact and the Customer shall at the Customer cost return in good condition to Contact any SIM originally provided by Contact to the Customer.
- 60.3. Upon receipt of the Customer notice of intention to terminate this Contract given in writing, Contact will be under no obligation to connect, on behalf of the Customer, any further SIM's to the Network System or to provide any upgrades of existing Equipment already connected to the Network System.
- 60.4. Upon termination of this Contract the Customer will pay on demand all charges outstanding at the time of termination. In addition, save in case of a termination pursuant to clause 60.1, the Customer shall pay Contact on demand:
- The monthly Tariff, Call Charges and other charges, at Contact recommended retail price, that would have become due had the notice period of thirty (30) days been given and the Contract continued for the full Mobile Minimum Period and-
  - any Clawback of network support used to subsidise the Contract
  - the full amount of any cash back and/or Equipment Fund paid to the Customer by Contact signing the Contract
  - Contact's reasonable administration charges in transferring the Mobile Number(s) to an alternative provider.

## PART G - AURORA 365 SERVICE

### 61. TERM

- 61.1. The Service shall commence, and charges shall accrue from the Commencement Date on the Customer Order Form
- 61.2. The Contract shall continue for the Minimum Period from the Commencement Date. After expiry of the Minimum Period, the Contract will be automatically renewed on an annual basis (the "Annual Term") unless the Customer gives not less than 90 days written notice to Contact, such notice to expire on the anniversary date of the Commencement Date.

### 62. CONFIDENTIAL INFORMATION

- 62.1. Any confidential information provided to Customer during the term of the Contract and all copies and extracts shall be promptly irretrievably deleted/destroyed or returned to Contact upon termination or expiration of the Contract.
- 62.2. Contact makes no warranty as to the accuracy or sufficiency of the confidential information.
- 62.3. Contact may collect and track non-personally identifiable information about the Customer to assist with the necessary operation and function of the Services, including but not limited to:
- the Customer IP address;
  - the type of hardware used by the Customer; ○ the type of browser employed by the Customer.
- 62.4. Contact reserves the right to compile, save, and use within the scope of Contact's activities and to analyse any and all of the Customer data (registration data and use history).
- 62.5. Contact's use of any such data shall be for internal purposes only, including without limitation for the purposes of responding to the Customer requests for information, for contacting the Customer, or providing the Customer maintenance and support.
- 62.6. Any such use of the Customer data will be treated as Confidential Information. Contact may provide aggregated statistics about the Customer use of the Software to third parties, but such information will be aggregated so that it does not identify a particular individual or company.
- 62.7. All data generated pursuant to this Contract shall be the sole property of Contact and Contact shall have all rights and title to such data. Contact may use such data for any purpose or transfer to sell such data; provided, Contact will not transfer to sell the Customer specific data unless specifically agreed to by the Customer.

### 63. USAGE

- 63.1. All logs and data relating to Services will be stored for at least 12 months.
- 63.2. By activating the Services, the Customer agrees that they own or have written authorisation to use the Service from the legal owner of the computer systems, URL(s), IP address(es) to be monitored by the Service. Contact retain the right to disable any offending system interrogations in the event of a complaint to Contact.

#### 64. USAGE GROWTH

- 64.1. The Customer must not add more than 100 additional monitoring elements in any given quarter without notifying Contact of their intention to do so at least 10 Business Days in advance so that Contact can verify that there will not be any impact on the Customer's environment by additional monitoring.
- 64.2. It is the Customer's responsibility to notify Contact that they have added additional monitored elements beyond their contractual allocation within ten days of doing so. For the avoidance of doubt "additional monitoring elements" refers to additions that have taken place in circumstances where the Customer has not deleted existing monitoring elements to balance their existing allocation. Post notification Contact will amend the Customer's element usage and issue a supplemental pro-rata invoice at the contractually agreed rate for the relevant element type. All further scheduled billing will then be based on the new element allocation
- 64.3. In the event of the Customer failing to timely notify Contact of an increase in monitored elements then Contact reserves the right to charge the Customer for the additions at a rate equivalent to twice the Customer's contracted rate for the entire service term as a one-off payment.

#### 65. MOVES, ADDS & CHANGES

- 65.1. Where included in the Contract the Customer may request a reasonable number of Standard Changes to the Services by written notice to Contact and, if accepted by Contact, the price, performance, schedule and other pertinent provisions of the Contract will be adjusted by mutual agreement of the parties prior to implementation of the change.
- 65.2. Standard Changes means activities of an administrative nature including, but not limited to:
  - o adding or changing an element to be monitored;
  - o adding an alert or changing a threshold parameter on an existing alert;
  - o adding a new user;
  - o adding a group;
  - o deleting a site.
- 65.3. Non-Standard Changes include any design and development activities, such as designing or redesigning dashboard views or creating custom intervention scripts. Unless expressly noted in the Contract, Non-Standard Changes are chargeable to the Customer.

#### 66. MARKETING

- 66.1. Unless otherwise restricted in writing by the Customer, Contact has the right to use Customer's name in its sales and marketing activities, which said activities include, but are not limited to, press releases, sales and marketing materials, web pages and presentations. Contact agrees not to disclose personnel names, titles, project names, and project details without the written permission of the Customer.

#### 67. CHARGES & PAYMENT

- 67.1. Charges for the Service will be as specified in the Customer Order Form and are payable annually in advance.
- 67.2. Any additional Charges as specified on the Customer Order Form made under the terms of the Contract become due for payment within 30 days of the date of the invoice.
- 67.3. Should any sum due for payment to Contact become overdue then Contact reserves the right to advise the Customer in writing giving notice of suspension of Services rendering the Services liable to be terminated

#### 68. TERMINATION

- 68.1. If the Customer purports to terminate the Contract during either the Minimum Period of the Service or a subsequent Annual term, charges shall nevertheless continue to be payable as if the Contract had continued up to the end of the Minimum Period or subsequent Annual Term unless the Contract ends because:-
  - o Contact has materially changed the conditions of the Contract to the Customer's detriment; or
  - o Contact is in substantial unremedied breach of the Contract with the Customer (and for the purposes of this clause the Customer must give notice to Contact in writing of the breach and Contact will have 28 days in which to remedy the breach);

#### 69. SLAs

- 69.1. Subject to clause 70, Contact commits to delivering the Services with an uptime SLA of 99.95%. In the event that Service availability drops below this percentage, the Customer will be entitled to a credit of their monthly Service Charge for the Services, as shown in the table below. The Customer has responsibility to notify Contact within 10 (ten) Business Days of the Services being unavailable to activate the credit.

Minimum Monthly Service Availability %	Service Credit
99.95%	0%
99.75%	10%
99.50%	20%
99.00%	30%

- 69.2. For the avoidance of doubt the Services are defined as being unavailable if the following conditions are met:-
  - o The platform is unable to monitor the availability of devices
    - o Alerts are not being generated and are not being sent via e-mail as required
  - o The Services are not considered as being unavailable under the following conditions:-
    - o Loss of a customer VPN
    - o The Web Portal being unavailable
    - o Reporting issues
    - o Loss of customer access to the public internet or issues with the public internet

## 70. PERMITTED OUTAGES

70.1. Contact or its System Provider is not responsible or liable for the following outages (hereinafter, the "Permitted Outages"):

- Periods of scheduled maintenance and emergency unscheduled maintenance. Contact will provide to the Customer prior written notice of the scheduled maintenance at least five (5) Business Days prior to such scheduled maintenance and emergency unscheduled maintenance as soon as is reasonably practicable under the circumstances;
- Periods the Services are not available for the Customer's use due to:
  - the inoperability of the Customer's Equipment and/or the Customer's network connectivity
  - the negligent actions or omission, wilful misconduct of the Customer, its employees, consultants, or third-party agents acting on behalf of the Customer;
- Periods the Services are not available for the Customer's use due to Network coverage limitations and outages and coverage gaps or other monitoring service interruptions attributable to other Supplier's or carriers and its network including scheduled maintenance.
- Periods the Services are not available for the Customer's use as a result of suspension of the Services as a result of a breach of this Contract by the Customer, including non-payment of amounts owed or unlawful or improper use of the Services.
- Periods the Services are not available for the Customer's use as a result widespread, common failure or failures of devices that affects the Service; or hostile network attacks by any third party, including a Customer of the Customer, that are directly (in whole or in part) attributable to device vulnerabilities

## 71. CUSTOMER OBLIGATIONS

71.1. The Customer may not:

- permit other individuals to use the Service except with the expressed permission of Contact; ○ modify, translate, reverse engineer, decompile, disassemble or create derivative works based upon the Services
- copy the Services;
- rent, lease, transfer, or otherwise transfer rights to the Services;

71.2. The Customer is responsible for notifying Contact of changes to the Customer Equipment that may result in an alert should they have opted to receive written notification from Contact unless explicitly detailed in the Customer Order Form. Contact take no responsibility for configuring the Customer Equipment to work with Services

71.3. The Customer holds responsibility to notify Contact that they are making Customer Equipment changes that may result in an alert - Contact retains the right to issue the Customer a supplemental bill at a rate of £125 per hour plus VAT for any workflow activities and/or alerts that are generated in the event of the Customer's failure to notify Contact of a change or to otherwise suspend the node from generating alerts through the dashboard.

71.4. Unless stated elsewhere in this Contract or the Customer Order Form Contact take no responsibility for configuring Customer Equipment to interact with the Service.

71.5. The Customer is responsible for the content of any and all data transmitted over the network.

71.6. The Customer will not access or attempt to access any other Aurora365 accounts, dashboards or general domains not belonging to their own organisation through any manual or automated method. Contact reserves the right to audit for any unauthorised access which will result in the Customer access being suspended.

71.7. The Customer understands that Contact or any other third party authorised and directed by Contact may, through the website execute changes to the Customers system configuration.

71.8. The Customer shall be solely responsible for changes executed by the Contact.

71.9. The Customer understands that, Contact or any other third party authorised and directed by Contact may, through the website execute parameter changes affecting the operation of Services.

71.10. The Customer acknowledges that Contact will not respond to or take action related to those events for which Contact is providing only monitoring and notifications Services.

71.11. The Customer understands they are responsible for ongoing, testing and periodic maintenance of the Customer Equipment to be monitored and should immediately notify Contact if any failures are identified.

71.12. Contact shall use reasonable efforts to assist the Customer in identification of any perceived failures, but in no case is Contact obligated to visit the Customer's site to troubleshoot or provide remedy.

## 72. SERVICES WARRANTY

72.1. The Services provided under this Contract are provided "as is" and "as available" and Contact does not make any representation or warranty of any kind, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose or non-infringement.

72.2. Contact makes no representations or warranties that the Services are free of rightful claims of any third party for infringement of proprietary rights. The entire risk associated with the use of the Services shall be borne solely by the Customer.

72.3. The Customer agrees to indemnify and hold Contact and its suppliers harmless from and against all claims, damages, lawsuits, and losses related to, concerning or arising out of the Customers use of the Services provided by Contact under this Contract

72.4. Contact does not represent the Services as suitable for automated control of any external equipment. Use of the Services for this purpose is solely at the Customers own risk and is not recommended by Contact.

72.5. Contact makes no warranty that the service will meet the Customer requirements, or that the service will be uninterrupted, timely, secure, or error free; nor does Contact make any warranty as to the results that may be obtained from use of the service or as to the accuracy or reliability of any information obtained through the service or that defects in the software will be corrected.

72.6. Contact is not responsible for any failures attributable to third parties.

72.7. Contact shall not be responsible for or have any direct or indirect liability for any incorrect or incomplete system configuration, nor shall Contact be responsible for any direct or indirect consequences resulting from the execution of such changes.

### 73. LIMITED LIABILITIES & WARRANTY

- 73.1. The Customer acknowledges and accepts and agrees that Contact is not responsible or liable for the manner in which the Service is used, the Customer's analysis or any use of the data.
- 73.2. The Customer acknowledges and accepts that access to the Service may be provided by using public internet and other infrastructure that is outside of Contact's control and that therefore Contact does not guarantee the availability of the Service and that Contact is not liable for any Service disruption arising from such infrastructure failure.
- 73.3. To the maximum extent permitted under applicable law, as Contact's entire liability, and as the Customer exclusive remedy for any breach of the foregoing warranty, is for Contact to review and make reasonable commercial endeavours to remedy such non-conformity. The warranty shall not apply where failure of the Software has resulted from accident, abuse, or misapplication by Customer or any third party.
- 73.4. Contact shall not be responsible and shall have no direct or indirect liability for any false, incomplete or incorrect messages or use of the Service.
- 73.5. The Customer acknowledges that Contact may, pursuant to the description of Services as set out in the Customer Order Form invoice the Customer for excessive use events.
- 73.6. The Customer further understands and agrees that the Services are intended only to monitor and provide notice to the Customer of conditions relating to the Customer's non- critical mechanical and electrical equipment and are not intended to be used as a primary life-safety, security, fire detection and alarm system.

### 74. THIRD PARTY PARTNERS

- 74.1. The Customer agrees that Contact may use third party System Providers to provide the necessary hardware, software, networking, and related technology required to run the Service.

### 75. SUSPENSION

- 75.1. Contact may at its sole discretion elect to suspend the Services at any time (without prejudice to accrued rights) by written notice if the Customer is in breach of any obligation under the Contract or any other contract with Contact and fails to remedy the breach within 28 days of written notice requiring it to do so.
- 75.2. Suspension charges will include any reactivation charges at the time services are resumed.
- 75.3. All suspension charges shall be due and payable thirty (30) days from the date of the Contact invoice.
- 75.4. The Customer acknowledges that Contact reserves the right to suspend the Services if excessive data or false messages are generated in any thirty-day period.
- 75.5. Contact may take the suspend the monitoring service until Contact and/or the Customer have made alternate arrangements, or the Customer has corrected the cause of the false and excessive messages.
- 75.6. Should the suspension exceed a period of six (6) months, Contact reserve the right to terminate this Contract
- 75.7. Such termination shall be subject to charges as stated in clause 68.1. The Customer and Contact agree that termination or expiry of this Contract shall not affect either Party's obligations accruing prior to the date of the termination or any rights or obligations of either Party hereto which the Contract and/or any SLA provides shall survive the expiration or termination of this Contract.