

DELIVERABLE SCHEDULE – TELEPHONY/CONNECTIVITY SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 This Deliverable Schedule forms part of the Contract between Switchshop and the Customer.

1.2 Any capitalised words not defined in this Delivery Schedule have the meaning given in the General Terms. The rules of interpretation set out in clause 1.2 of the General Terms apply to this Deliverable Schedule.

1.3 In this Deliverable Schedule the following definitions apply:

"Associated Company" means the ultimate holding company of either party and any subsidiary of that ultimate holding company.

"Business Hour" means an hour between 9am and 5pm on a Business Day.

"Call" means a signal, message or communication which is silent, spoken or visual that we agree to transmit for you under this Contract.

"Conditions" means the terms and conditions set out in this Deliverable Schedule including any applicable Annex to this Deliverable Schedule.

"Contract Commencement Date" means the date the Initial Term commences.

"Contract Renewal" means an automatic renewal of the Contract for a further 12 months after the Initial Term and each subsequent 12 month renewal thereafter.

"Contractual Delivery Date" means the date the physical tail circuit is connected to your Site.

"Emergency Calls" means calls made to 112, 999, 18000 numbers or other such numbers as may be designated for emergency use at any time.

"Equipment" means any equipment we provide as part of the Services including the preconfigured router, switches, power over ethernet switches (POE), handsets.

"General Terms" means Switchshop's general terms of sale and supply as published on the website (www.switchshop.co.uk/terms) from time to time and available on request;

"Initial Term" means the initial period of service for each Service as shown on the Order Form, the initial period to start on the date on which the relevant Service is first made available to you for use. If an

"Line"

"Order Form"

"Rental Equipment"

"Service Charges"

"Service Level Agreement"

"Service" or "Services"

"Site"

"Standard Tariff"

"Tariff"

"we" and "us" and "our"

Initial Term is not stated on the Order Form, it is 36 months.

means a connection to our network or that of our suppliers, whether direct or indirect.

means the document you sign when you become our customer, in each case detailing, amongst other things, the Services you wish to receive, the Sites, the minimum period you wish to receive the Services for, and the Service Charges at which you will be charged, and which forms part of the Contract.

means the equipment identified on the Order Form or otherwise notified to you in writing that we will rent to you as part of our provision of the Services and which you will return to us after expiry or termination of the Contract, subject to the provisions of this Contract.

means the charges (including Tariffs) specified or referred to in the Order Form or these Conditions in connection with provision of the Services by us, which may include fees for connection and re-connection, cancellation fees and any costs incurred in collecting outstanding payments from you.

means the provisioning and fault management support processes and escalation paths as may be published and varied by us from time to time.

means all or part of the Services explained in paragraph 3 or identified in the Order Form and any related services that we agree to provide to you under the Contract.

means each of your sites where the Service will be provided, as specified in the Order Form.

means the list of call rates as may be published and varied by us from time to time.

means our call rates specified or referred to in the Order Form or these Conditions and as amended from time to time under paragraph 16.2. Any tariff sheet provided by you is not a valid Tariff.

means Switchshop and, where the context requires, any relevant Switchshop Provider.

"you" and "your" means the customer we enter a Contract with, as set out in the relevant Order Form. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.

2. APPLICATION OF THIS DELIVERABLE SCHEDULE

2.1 This Deliverable Schedule (including any Annexes to the Deliverable Schedule relating to specific Services) along with the Quotation, the Order Form, the Tariff and the General Terms together constitute the Contract between Switchshop and the Customer for the provision of the Telephony / Connectivity Services. The Contract supersedes any previously issued terms and conditions of supply and purchase.

2.2 The Telephony / Connectivity Services are "Services" for the purposes of the General Terms.

3. PROVISION OF THE SERVICES

3.1 The Services we supply to you are those Services which you have elected to receive as set out in a Order Form signed by you, provided that it has been subsequently confirmed by us in writing or by delivering the Services.

3.2 We will supply you with the Services in accordance with the Contract.

3.3 We will use reasonable endeavours to provide you with the Services by the date(s) we agree with you and to continue to provide the Services until this Contract is terminated. However, we will not be liable for any loss or damages should the Services not commence or restart on the agreed date. All Services will be provided in accordance with our Service Level Agreement.

3.4 In providing the Services we shall use the reasonable skill and care that may be expected from a competent communications service provider.

3.5 We will activate or install the Service and will perform a series of commissioning tests to ensure that the configured Service is functioning correctly. On successful conclusion of the tests the Service will be deemed to be ready for use and we shall be entitled to invoice you for such Service from this date.

3.6 During testing, you may notify us by email or telephone of any material non-conformity of the Service. To the extent that such non-conformities will have, in our opinion, a material detrimental effect on the Service, we will use our reasonable endeavours to remedy such nonconformities.

3.7 Where an appointment is made for us or a Switchshop Provider to visit your Site, including for the purposes of a site survey or for installation and the visit cannot be successfully completed for any reason where we are not at fault we will charge you with our standard aborted visit charge applicable at the time. Rescheduled appointments following an aborted visit will be subject to new lead-times.

3.8 You agree to not unreasonably delay installation of any Service for any reason. Any delay to the installation does not cause the Contract to end and we reserve the right to invoice you for the Service Charges after giving you written notice, after which you will remain liable for all Service Charges for the Initial Term.

3.9 All Services

3.9.1 Services may be subject to 'Acceptable Use Policies' and/or 'Fair Use Policies' as published from time to time at www.switchshop.co.uk/terms. Any breach of any such policy will result in

additional charges. The relevant Service Level Agreement and any associated service credit information in respect of our Services are available at the same website.

3.9.2 You agree and acknowledge that your use of a Service must comply with all relevant legislation, regulations, guidelines and codes of practice and that we will not be liable to you or any third party where your use of this Service fails to comply with the same. Should we reasonably suspect: (i) that your use of a Service is in breach of any applicable legislation, regulations, guidelines or codes of practice; or (ii) any other abuse or bad practice then we reserve the right to suspend or terminate such Service with immediate effect.

3.9.3 You agree that some Service variants may be subject to availability and where an ordered Service is not available for any reason we reserve the right to provide an alternative Service variant for which you may incur different Service Charges. Where a Service variant is not available we will use best endeavours to advise you of this before progressing with your order. Further, some Services may be subject to a third party service supplier accepting an order from us, and where such third party service supplier does not accept such order we reserve the right to cancel the ordered Services, provided that we will use all commercially reasonable efforts to mitigate the effect on you of such cancellation.

3.9.4 You may not resell the Services, although they may be utilised by an Associated Company of yours for which use you shall remain fully liable.

4. CHANGES AND INTERRUPTIONS TO THE SERVICES

4.1 We may have to do some things that could affect the Services. Some of these things are listed in this paragraph 4. If we have to interrupt the Services we will restore them as quickly as we reasonably can.

4.2 Occasionally we may have to:

4.2.1 change the code or phone number or the technical specification of the Services for operational reasons;

4.2.2 interrupt the Services for operational reasons or because of an emergency;

4.2.3 give you instructions that we believe are necessary for health or safety purposes or to maintain the quality of the Services that we supply to you or to our other customers.

4.3 Should the change we make have a material adverse effect on you or the Services we provide then you have the right to terminate the Agreement under the terms of paragraph 14.

4.4 We cannot guarantee and do not warrant that the Services will be free of interruptions or will be fault-free and we will not be liable for any loss or damages should the Services be interrupted from time to time. You accept that there may be degradations of the quality of the Service from time to time due to matters beyond our control, and that we will not be liable for any loss or damages should the quality of the Service we provide be affected by such matters.

5. EQUIPMENT

5.1 To the extent possible, we shall use reasonable endeavours to pass on to you the benefit of any manufacturers' warranties in relation to Equipment supplied by us in connection with the Services.

- 5.2 On delivery of the Equipment to you full risk of damage to, or loss of, such equipment shall pass to you. For a minimum period of thirty (30) days from delivery, if any Equipment materially fails to comply with the manufacturer's specifications (a "**defect**"), you will immediately notify us of such defect, and we will investigate such defect. If we agree that the Equipment has a defect, we will replace the Equipment.
- 5.3 Where a fault reported is deemed to be caused by a router provided by us, we will replace this as long as the current router is within its warranty period. We will despatch a new router to you as soon as possible, preconfigured with the username and password and any IP Addressing requested on the original order. At this point a charge for the new router will be raised and only credited back on receipt of the original faulty router. If the router is outside of the warranty period, we will provide a new router and the new router will be chargeable in accordance with the tariff applicable at the time.
- 5.4 Where we agree you may provide your own router at the outset or as a replacement, you will, at your own cost, be responsible for repairing, maintaining, and replacing any Equipment that no longer operates in accordance with its manufacturer's specifications. Where you replace the Equipment, the replacement shall be:
- 5.4.1 equivalent to the original's functionality and performance, and
- 5.4.2 approved by us in writing.
- You will be responsible, at your own cost, for:
- 5.4.3 Reconfiguring any replacement of the Equipment to the same or equivalent configuration as the original (if agreed by the parties, such reconfiguration work may be provided by us at our then current standard rates); and
- 5.4.4 installing such reconfigured replacement in place of the original. Any impact on the Service caused by substandard performance or non-availability of any equipment provided by you shall be excluded from our service level obligations under the Contract.
- 6. RENTAL EQUIPMENT**
- 6.1 We will at all times own all Rental Equipment supplied to you. You will not let, sell, charge, assign, sub-license or allow a third party to use the Rental Equipment nor remove any labels, and shall not prejudice our rights in the Rental Equipment in any way. We may replace the Rental Equipment from time to time either with your prior consent or provided that the replacement Rental Equipment is of a specification that is at least equal to the Rental Equipment originally supplied and such change does not materially disrupt the provision of the Services.
- 6.2 Subject to the other terms of this paragraph 6, we shall, during our usual working hours:
- 6.2.1 where necessary install the Rental Equipment at your premises at a time and date agreed with you; and
- 6.2.2 use our reasonable endeavours to repair any faults to the Rental Equipment in accordance with our standard procedures (which are available on request).
- 6.3 It is your responsibility to look after the Rental Equipment that is in your possession or custody and you agree to pay for the Rental Equipment to be replaced or repaired if it is lost, stolen or damaged.
- 6.4 You will notify us promptly of any faults which occur, any repairs which become necessary, and of any loss, theft or damage to the Rental Equipment.
- 6.5 You agree that you will only use the Rental Equipment in conjunction with the relevant Services and shall comply with our reasonable instructions in relation to its use.
- 6.6 You shall be responsible for maintaining adequate cover in place to insure the Rental Equipment while it remains in your possession and custody. You will be responsible for obtaining and, where appropriate, paying for all necessary licenses, consents and approvals required for the installation and use of the Rental Equipment.
- 6.7 You will not (and you will ensure that no-one else will) repair, alter, modify or maintain, or make any additions or attachments to, or otherwise alter, the Rental Equipment without our prior written consent. We will not be liable for any costs or charges incurred, faults caused by, or repairs required as a result of, installation or programming of Rental Equipment that is carried out by any other person. You agree to indemnify us for all losses, damages and expenses that are brought against or incurred by us, arising as a result of the same.
- 6.8 On expiry or termination of the Contract or the relevant Service, all Rental Equipment must be returned to us in reasonable condition, subject to reasonable wear and tear. If you fail to return the Rental Equipment in a reasonable condition or at all we may invoice you for and you shall be liable to pay a sum equal to the original cost of the Rental Equipment less any depreciation together with any costs reasonably incurred by us.
- 6.9 In the event that you return Rental Equipment to us and it is not received by us, in the absence of reasonable evidence that the Rental Equipment has been delivered to us you accept that you shall remain liable for the Rental Equipment.
- 7. CALL MONITORING**
- We may occasionally monitor and record calls made to or by us relating to customer services and telemarketing calls, for the purpose of training and improving customer care services, including complaint handling. We and/or our suppliers may record Emergency Calls.
- 8. DATA PROTECTION AND USE OF YOUR INFORMATION**
- 8.1 Processing of Personal Data is governed by clause 14 of the General Terms and any Service-specific privacy notice made available to you from time to time.
- 9. PAYING OUR SERVICE CHARGES FOR THE SERVICES**
- 9.1 Service Charges**
- 9.1.1 You must pay the Service Charges for the Services as agreed in the Order Form and any applicable pricing table. This applies whether you or someone else use the Services and whether the Services are used with your full knowledge and consent or otherwise. We may vary the Service Charges as explained in paragraph 16.2.
- 9.1.2 All pricing will be indicative only and is not binding until confirmed by us. The pricing given is valid at the point of quote, but it can only be confirmed at the point of order.
- 9.1.3 You acknowledge and agree that we have agreed to supply the Services to you at the agreed Services Charges on the basis that you have committed to the Initial Term and any other price-related commitments set out in the Order Form.

You agree that you shall only be entitled to the agreed Service Charges if you receive the Services for the Initial Term and achieve any other price-related commitments. In addition, unless otherwise agreed by us in writing, any discount to the Service Charges as may be specified on the Order Form shall only apply during the Initial Term, and shall not apply to Contract Renewals, and if agreed is subject to you completing the Initial Term and achieving any other price-related commitments.

- 9.1.4 You accept there may be charges for elements of a Service (such as additional features, regrades, moves or ceases) that you may incur which may not be detailed in your Order Form but you accept responsibility for these charges should they occur.
- 9.1.5 We will commence invoicing for each Service once it is delivered to you.
- 9.1.6 After the Initial Term, we shall be entitled to revise any charges under the Order Form with effect from any anniversary of the Contract Commencement Date to reflect our then current standard rates by giving you not less than fourteen (14) days' written notice.
- 9.1.7 We shall be entitled to increase the Service Charges at any time with immediate effect where we can reasonably demonstrate that such an increase is due to an increased cost of providing the Service caused by a third-party supplier, or legal or regulatory change. Any such increase in the Service Charges will not exceed the increased cost incurred by us in providing the Service.
- 9.1.8 Should we or anyone we have instructed to carry out work on our behalf at your premises be unable to access your premises we reserve the right to charge abortive visit charges.
- 9.1.9 Where applicable, travel and subsistence costs incurred by Switchshop Providers (if charged to Switchshop) may be recovered by us in addition to the Service Charges, such costs shall only be recoverable to the extent that they are not already covered elsewhere in this Contract and that they have been reasonably incurred exclusively in connection with providing you with the Service.

9.2 Installation and Connection Charges

The Order Form sets out whether such costs are payable for the Services we have agreed to supply to you. However, we may be unable (due to third party constraints) to tell you when you place, or we confirm, your order for the Services how much these costs will be. If this is the case, we will give you an estimate of how much the installation costs will be prior to commencement of the installation work, but there may be supplementary excess construction charges. You will have seven (7) days to refuse any excess construction charges. In the event of an installation being cancelled before being completed you agree to pay all of the installation costs actually incurred to the point of cancellation which will be notified to you at the time.

9.3 Rental Equipment

You shall pay the Service Charges for any Rental Equipment that we supply to you, and we shall invoice you for this monthly.

9.4 Invoices

- 9.4.1 We will send you your first invoice at the end of the month after the Services commence and thereafter on a monthly basis, but we shall be entitled to send you an invoice at a different time, which you shall pay in each case in accordance with clause 4 of the General Terms.
- 9.4.2 We will send all invoices and other correspondence to the address set out in the Order Form or otherwise the address you subsequently ask us to in writing.
- 9.4.3 We will show on the invoice which Service Charges are payable in advance or in arrears.
- 9.4.4 We will include all Service Charges on the next invoice where possible, and in any event as soon as we can.
- 9.4.5 Invoices shall be deemed to have been accepted by you if you do not present a written objection, identifying clearly the disputed invoice and the reasons why it is challenged, to us within six (6) months of the date of the invoice. If such objection is made we shall both make all reasonable efforts to resolve such dispute promptly. Provided you comply with these requirements in presenting your objection, if we fail to respond to that objection within thirty (30) days after its receipt by us, the objection will be deemed to have been accepted by us. We will accordingly amend the relevant invoice either with an appropriate credit to you or you shall be liable to pay the balance (if any) of the amended invoice within seven (7) days of its receipt by you.

9.5 Periodic Services Charges

- 9.5.1 You will incur Service Charges from the time any part of a Service is used or received except in the case of Services subject to a periodic Service Charge, in which case you will incur Service Charges from the date the Service is made available for use.
- 9.5.2 We will usually ask you to pay the Service Charges in advance and your first invoice will include both one month's Service Charge in advance and a Service Charge for a part month's Service Charge from the Contract Commencement Date up to the beginning of the first complete month, where appropriate, and then monthly in advance thereafter. On occasion (in particular, where the invoice for the relevant Service Charge has not yet been provided by our supplier) the first invoice may include a longer pro-rata period,

10. YOUR OTHER RESPONSIBILITIES

10.1 You agree to:

- 10.1.1 prepare the Sites and your networks in accordance with our instructions. You are responsible, at your own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install equipment if they perceive a hazard or risk;
- 10.1.2 provide us with full access to your Sites and networks and make available such office and technology facilities as may be necessary for us to provide the Service;
- 10.1.3 provide a suitable operating environment for the equipment in accordance with the manufacturer's operating instructions, promptly furnish us with

	such information and documents as we may reasonably require for the proper performance of the Services;		crime, tort, fraud, or other unlawful activity (including activities deemed unlawful under a complainant's legal jurisdiction), or breach of Law.
10.1.4	obtain at your own cost all third party consents, licences and rights reasonably required in order to allow us or our subcontractor to provide the Service and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Services;	10.6.2	any material and / or communication received, transmitted, hosted, or otherwise processed using the Service will not be menacing, of a junk mail or spam like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations, or laws to which the Service is subject, and will not infringe our intellectual property rights or that of any third party;
10.1.5	put in place adequate security and virus checking procedures in relation to any computer facilities to which you provide us with access;	10.6.3	You will not send or receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any Service or to adversely affect our other customers or customers of our suppliers;
10.1.6	take necessary steps to manage your network and internal infrastructure to prevent conflicts with the Service that may result in fault or failure of the Service;	10.6.4	You will not use the Service in a way which (in our reasonable opinion) brings our name into disrepute, or which places us in breach of our legal or regulatory obligations, and you must make sure that this does not happen. Additional action we can take if this happens is explained in paragraph 133. If a claim is made against us because the Services are misused in these ways, you must indemnify us in respect of any sums we are obliged to pay and/or costs we incur.
10.1.7	supply on an ongoing basis, at your cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as may be defined following the site survey required to receive the Services;		You will indemnify, and keep us fully indemnified, against all costs, claims, demands, expenses, and liabilities arising out of, or in connection with, any breach or reasonably suspected breach of this paragraph 10.6.
10.1.8	keep full and up-to-date secure backup copies of the data on the network in accordance with good industry practice;	10.7	Indemnity
10.1.9	comply with and maintain compliance with all such laws and regulations that relate to their provision of telecommunications and other products or services supplied by us;		If you use the Services for business purposes, you indemnify , and keep us fully indemnified, against all costs, claims, demands, expenses, and liabilities arising out of, or in connection with, any claim that anyone (other than you) threatens or makes against us because the Services are faulty or cannot be used by them.
10.1.10	not allow any unauthorised user or any third party to access or use the Equipment or the Service, and take all reasonable security precautions to avoid such unauthorised access, use, addition to, modification of or interference with in any way, the Equipment or the Service; and	10.8	Existing Contractual Obligations
10.1.11	follow any other reasonable instruction we may give you.		It is your responsibility to ensure that signing a contract with us does not breach any existing contractual obligations you may have with any other suppliers and you should give any other suppliers notice as may be required by them. We are not responsible or liable for any costs, financial losses or disputes that may arise from any such breach of contract or your failure to give the correct notice. We recommend that you review these commitments before transferring any Services to us so that you understand the impact such transfer may have prior to transferring any such services. Any existing contractual obligations you may have will not invalidate any agreement you have entered into with us.
10.2	Any failure to do any of the things detailed in this paragraph 10 may result in the need to reschedule your Service and you may incur aborted visit charges and new appointment times and charges which will be subject to new lead times. Any failure to do any of the things detailed in this paragraph 10 which results in configuration issues on the Equipment may result in you being charged for any reconfiguration work or for replacement Equipment.	10.9	Resilience
10.3	If we have to enter your premises you agree to let us do so within normal working hours (Monday to Friday, 9am to 5pm) or otherwise if agreed with you in advance. We will meet your reasonable requirements regarding the safety of people on your premises and you must do the same for us.		It is your responsibility to ensure you have adequate resilience in place to protect against any loss of data, service or connectivity; this includes a separate power supply for IPT phones. In accordance with paragraph 12 and paragraph 10 of the General Terms, we will not be liable for any loss or damage (financial or otherwise) where you fail to do so.
10.4	If we need someone else's permission to cross, or put our equipment in, or make an installation on their premises, you must get that permission for us and make any necessary arrangements. We will not be liable for any loss or damage where this permission is not obtained by you and you agree to pay any costs actually incurred by us in respect of the same.	10.10	User Names, Passwords and Pin Codes
10.5	When our work is completed, you will be responsible for putting items back and for any necessary re-decorating.		It is your responsibility to keep private any user names, passwords or pin codes that we may provide you with to use any of our Services. You are liable for all charges
10.6	Misuse of the Services		
	You warrant and represent that:		
10.6.1	You will not use the Service in any way that would constitute or contribute to the commission of a		

associated with the use of such user names, passwords and pin codes to access our Services unless you advise us that the security of any of the user names, passwords or pin codes may have been compromised and we confirm back to you that we have disabled the access. Should you fail to notify us of any such compromise in security then you will remain liable for all Service Charges incurred in accessing the Services. Where we disable any access following a compromise in security, we shall provide you with new user names, passwords or pin codes as appropriate.

10.11 Your Details

It is your responsibility to inform us of any changes to any of your personal details including contact names, telephone numbers, email addresses, site addresses or billing addresses. We shall not be liable for any consequence of us having any incorrect details unless due to our negligence.

11. REPAIRING FAULTS

11.1 We will investigate any fault that is reported to us according to our standard procedures for the Service in question (which are available on request). We will use reasonable endeavours to repair any fault that is reported to us and which is directly caused by us or our employees or agents according to our standard procedures for the Service in question and the Service Level Agreement.

11.2 When we agree to work on a fault outside the hours covered by our standard procedures, you will be liable to pay us an extra charge at the applicable rate set out by us and in force at the time.

11.3 If you tell us there is a fault in a Service and we find either that there is not or that you, someone at your premises or a third party (including, without limitation, another network operator or communications supplier) has caused the fault or the interruption in service, we may charge you for any work we have done to try to find the fault or to repair it. We are not liable for any loss or damages arising from a fault or interruption in service caused by someone other than us, and we are not responsible for fixing any faults not caused by us.

11.4 During any fault investigations, we may require you to carry out tests and we will require you to feedback any results of these tests to allow us to follow our standard procedures and conclude our investigations.

11.5 Where a fault reported is deemed to be caused by a router provided by us, we will replace this as long as the current router is within its warranty period. We will ship a new router to you as soon as possible, pre-configured with the username and password and any IP Addressing requested on the original order. At this point a charge for the new router will be raised and only credited back on receipt of the original faulty router. If the router is outside of the relevant warranty period, the new router is chargeable and will show on the next invoice. Limitation of Liability

12. LIABILITY

Subject to clause 10.5 of the General Terms the liability of a party in contract, tort (including negligence) or otherwise arising under or in connection with an Order for the Deliverables referred to in this Deliverable Schedule in any twelve (12) month period starting on the Contract Commencement Date or any anniversary thereof shall be limited to the aggregate Service Charges paid or payable by you to us in such twelve (12) month period in relation to such Order, provided that such limit shall not apply to any Service Charges duly owed by you to us. This paragraph 12.1 replaces clause 10.2 of the General Terms.

13. BREACH OF THE CONTRACT

13.1 If this Contract or any of the Services is terminated during the Initial Term or any agreed term applicable to each of the Services, we will levy a cancellation charge in relation to each relevant Service calculated in accordance with the following:

13.1.1 each Service for which a monthly Service Charge is payable - number of months remaining of Initial Term for that Service multiplied by the monthly Service Charge;

13.1.2 repayment of any subsidised charges or any other contribution we may have made towards any other costs, as described in paragraph 15.2;

13.1.3 repayment of any discount or other benefit you may have received which was based on an Initial Term commitment or any other price-related commitment; and/or

13.1.4 any applicable cease charges as may be detailed in the Service Charges.

13.2 Following a suspension of services, we will only reactivate your services after you have paid the reactivation charges as may be advised at the time.

14. TERMINATING THE AGREEMENT AFTER THE SERVICES ARE PROVIDED

14.1 Termination at end of Initial Term

14.1.1 Either party may terminate this Contract in respect of a Service by giving the other party not less than:

(a) 120 days' notice, where PXC/Virtual 1 is the carrier; or

(b) 90 days' notice, where any other party is the carrier,

to take effect at the end of the current Initial Term for the relevant Service, in each case in accordance with paragraph 14.3.1.

14.1.2 During any notice period you must continue to pay the Service Charges relating to the relevant Service.

14.1.3 Some Services may incur cease charges as detailed in the Service Charges and these will be chargeable on termination unless otherwise agreed in writing.

14.2 Termination before end of Initial Term

14.2.1 If you want to terminate this Contract after the date on the Order Form in respect of a Service prior to the end of any Initial Term for the relevant Service (other than because we have materially altered the conditions of this Contract under paragraph 16.3) you must give us at least forty-120 days' notice in writing and we will levy a cancellation charge calculated in accordance with the following:

(a) each Service for which a monthly Service Charge is payable - number of months remaining of Initial Term for that Service multiplied by the monthly Service Charge; and/or

(b) pro-rata or full repayment of any subsidised installation or any other contribution to upfront or ongoing costs paid by us as described in paragraph 15.3 and in

accordance with the terms of the subsidised installation; and/or

- (c) the appropriate notice period charge for each Service; and/or
- (d) repayment of any discount or other benefit you may have received which was based on a minimum contract term commitment; and/or
- (e) any applicable cease charges as may be detailed in the Service Charges.

14.2.2 Should you fail to pay the early termination cancellation charges within 30 days of the date of invoice we reserve the right to suspend your Services.

14.2.3 If you have paid any Service Charge in respect of a Service for a period after this Contract has ended in respect of that Service, we will either repay it or off set towards any money you owe us.

14.2.4 You must pay all Service Charges for the Services until the date on which we stop providing the Services to you and any applicable notice period.

14.3 Additional Termination Provisions

14.3.1 Any notice of termination given by you must be in writing by email sent to cease@switchshop.co.uk.

14.3.2 The provisions of this paragraph 14.3 shall be without prejudice to the other provisions of this Contract.

14.3.3 At the end of this Contract, you shall be responsible for arranging for the Services to be provided by another supplier (the "New Supplier")

14.3.4 In the event that we terminate this Contract pursuant to the provisions of this paragraph 14 or clause 17 of the General Terms, the provision of Services shall end with immediate effect upon the service of notice to you, in accordance with those provisions.

14.3.5 If we terminate this Contract pursuant to paragraph 14.1.1 or if you terminate this Contract for any reason whatsoever, on receipt of your notice of termination we will apply standard rates, applicable at the time, to all Services on your account to take effect following expiry of your notice period.

14.3.6 Once you have served your minimum notice requirement, we may serve you a minimum of 48 hours' notice to suspend your Services. Following suspension of your Services under this paragraph you may request that Services are reconnected and agree these will be subject to a reconnection charge and a new minimum contract period. We will notify you of this charge and contract period at the time.

14.3.7 Should you serve your required notice and fail to move your Services to a new supplier then you agree you will remain liable for all Service Charges at our Standard Tariff rates until such time that the Services are transferred to a new supplier.

14.3.8 In the event we take the business decision to discontinue providing a particular Service we shall be entitled to terminate the Order Form in

connection with such Service upon a six (6) month notice to you and shall use our reasonable efforts to facilitate you replacing such Service for another similar service provided by a third-party supplier where available.

14.4 Additional Suspension Provisions

By giving reasonable notice to you, or if this is not practicable, such notice as is reasonably practicable in the circumstances, we may suspend the Service (or any part of the Service) in any situation where we (acting reasonably) determine that it necessary to do so, including:

14.4.1 operational reasons in accordance with the Service Level Agreement; or

14.4.2 if required because of a regulatory or legal change; or

14.4.3 if we are obliged to comply with the order, instruction, or request of a court, government, agency, emergency service organisation, or other competent administrative or regulatory authority, requiring suspension to the Service; or

14.4.4 if your use of the Service may damage or disrupt the proper functioning of the infrastructure and / or equipment used to provide services to our other Customers.

15. INITIAL TERM AND CONTRACT RENEWAL

15.1 Your agreement with us starts on the date on the signed Order Form and your Contract Commencement Date will be the date on the signed Order Form or the date each Service is first made available to you for use, whichever is the latest, unless in the case of a renewal of your contract where the new Contract Commencement Date will be the date immediately following the expiry of the previous contract. You accept that this may mean you will have multiple contracts and multiple Contract Commencement Dates and each Contract Commencement Date will be subject to the Initial Term.

15.2 The Initial Term will be as specified on the Order Form, for each Service, or as otherwise agreed with you in writing. The Initial Term for any new installation will be at least thirty-six (36) months or greater as may be specified in the Order Form or Order Form.

15.3 If this Contract or any individual Services are terminated during the Initial Term or any agreed term for the relevant Service(s) and you received free or subsidised installation or activation or any other contribution towards costs of any Services, Products, Equipment, Lines or third party termination charges as part of the Service Charges or otherwise, then we reserve the right to impose a termination charge equal to the original cost divided by the number of the months in the relevant term, multiplied by the number of months remaining in the relevant term.

15.4 After the expiry of the Initial Term, unless otherwise agreed with you in writing, your contract will automatically renew for a further period of twelve (12) months and this becomes your new Initial Term. This automatic renewal reoccurs on each twelve (12) month anniversary until the Agreement is terminated by either party by giving notice in accordance with paragraph 14.1 or 14.2. Such automatic contract renewal will be on the same terms.

15.5 Paragraph 15.4 shall not apply to you if your business meets criteria as defined by Ofcom which would classify you as a residential or small business Customer, unless you have opted into the automatic contract renewal at the point of placing your order by ticking the applicable box on the Order Form.

16. CHANGING THE AGREEMENT

16.1 In general

If you ask us to make any change to the Services or Rental Equipment we will ask you to confirm your request in writing. No action will be taken by us to carry out the change until we have received your written confirmation. If we agree to a change, this Contract will be changed when we confirm the change to you in writing.

16.2 Conditions

16.2.1 We may change the terms and conditions of the Contract (or any document comprising part of the Contract) at any time on giving you no less than one (1) month's notice. We will notify you of any changes in writing, which may be an inclusion with your monthly bill, and will post any changes or new terms and conditions on www.switchshop.co.uk. You agree that if you continue to use the Services following such notice being given you will be bound by the new terms.

16.2.2 In any given calendar year we shall be entitled to give you one month's written notice to increase the Service Charges by an amount equal to the change in the annual UK Consumer Price Index ("CPI") rate published by the Office for National Statistics or by any other body replacing that office) in the month preceding the increase plus 3.9%. Should CPI be a negative rate then the 3.9% increase will apply. Service Charges for individual Services may be increased in accordance with this paragraph at different times in any given calendar year. This increase is in addition to any other increase to Service Charges which we may need to apply in accordance with 16.2.3

16.2.3 We shall be entitled to increase the Service Charges at any time with a minimum of one (1) month's written notice where such an increase is due to an increased cost of providing or maintaining or improving the Service or due to an increase in our costs caused by a third-party supplier, or a legal or regulatory change. Such increase shall be communicated to you by email or by updating the relevant pricing documentation on our website.

16.3 Material Adverse Effect

If we make a change to any of the Services we provide to you and you can demonstrate that change has a material adverse effect on your use of the Service then the termination charges detailed in paragraph 14.2.1. will not be payable by you if you wish to terminate the affected Services before the end of the Initial Term applicable to that Service. Termination charges for any subsidised installation as described in paragraph 14.2.1 will remain in effect and will be payable by you. All other Services shall remain unaffected by this termination. For the purposes of this paragraph 16.2.3 an increase of more than 10% in any twelve (12) month period pursuant to paragraph 16.2.3 (but excluding any increase under paragraph 16.2.2) shall amount to a material adverse effect.

17. LETTERS OF UNDERTAKING

In certain jurisdictions where a third-party supplier is providing the Services, then the relevant third party provider has the right to require a letter of undertaking or authority, or similar document from you or your end user in a format prescribed by the third party supplier. We shall have no obligation to provide any Services until it receives such letter or document. If a Order Form requires the

delivery of Services in a jurisdiction where, in order for such Order Form to be enforceable, additional terms must be added, the parties shall incorporate such additional terms in the Order Form (preserving to the fullest practicable extent this Contract)

ANNEX 1 – ADDITIONAL CONDITIONS FOR VOICE SERVICES

The terms set out in this Annex apply in addition to the terms set out in the main body of this Deliverable Schedule in relation to the provision of 'Voice Services' only.

1. DEFINITIONS

Capitalised terms in this Annex shall have the meanings given in the main body of this Deliverable Schedule or the General Terms (as applicable) and, in addition:

"BT"	means British Telecommunications plc;
"Conferencing Services"	means voice or video conferencing facilities;
"Emergency Organisation"	means in respect of any locality: (a) the relevant public police, fire, ambulance and coastguard services for that locality, (b) any other organisation, as directed from time to time by Ofcom as providing a vital service relating to the safety of life in emergencies;
"Inbound Service"	means the service under which you are able to receive Calls;
"IP Service"	means an IP telephony service including SIP;
"Microsoft Team Voice Services"	means of a range of hosted services that connects Microsoft Teams to the public switch telephony network (PSTN). It allows businesses to leverage Microsoft Teams as a telephony solution, to make and receive external calls to landlines and mobiles, supporting local and international breakout and emergency call handling without requiring Microsoft Calling Plan licenses or on-premise equipment; and
"Outbound Services"	means the service under which you are able to make outbound Calls.

2. THE SERVICES

2.1 Outbound Service

2.1.1 All Calls are to be routed over our chosen network. Should any Calls be routed over any other network with or without your knowledge, other than during a service failure or network outage that we have notified you of or for any other reason we may agree with you, then we reserve the right to bill you at our Standard Tariff.

2.1.2 Where you use a Call forwarding feature on any of our Services, you agree and accept that such forwarded Calls will be chargeable at the rate applicable on your Tariff at the time.

2.2 Inbound Service

2.2.1 We reserve the right to apply a monthly Service Charge for each inbound number which does not carry any traffic for any period of 3 consecutive months. Where this Service Charge has been applied and a number subsequently carries traffic in any month then this Service Charge will not apply to the months where there is traffic.

2.2.2 We reserve the right to apply a nominal monthly Service Charge for each inbound number where the only Service you take from us is the Inbound Service.

2.2.3 If an inbound number is withdrawn by Ofcom or Phone-paid Services Authority or any of our suppliers for reasons beyond our control we reserve the right to recover the number(s) from you immediately. We will use our reasonable endeavours to supply you with another number which is acceptable to you.

2.2.4 Where you take an international number as part of the Inbound Service, in addition to the above, the following shall apply:

- (a) we cannot guarantee call quality and shall not be liable for service incompatibility. It is recommended that you perform full compatibility tests prior to publishing any international number(s) provided by us;
- (b) we cannot guarantee support for Calls from mobile numbers unless otherwise specified and in these cases there will be an additional charge;
- (c) you accept that restrictions to the service may apply in certain countries and you agree to abide by these restrictions;
- (d) we are reliant on third parties for delivery of your billable call records so there may be a delay in us billing you for your international inbound Calls, there will be no time limit on us billing you for these Calls. In some cases Calls will be logged in two parts and we may bill these parts in different months, but endeavour to do this within two concurrent months.

2.3 Conferencing Services

2.3.1 Where we provide you with numbers or access codes in relation to the Conferencing Services, you accept you do not own the numbers or access codes and we reserve the right to withdraw these at any time. On termination of the Conferencing Services for any reason any numbers and/or access codes provided by us will be withdrawn.

2.3.2 Conferencing Services may be subject to maximum participants which may vary from time to time.

2.3.3 You agree to keep confidential all access codes and only share guest access codes with any guest participants. You will be liable for all Service

Charges whether the service was used with your knowledge or not.

2.4 IP Telephony Service

- 2.4.1 If you have an IP telephony service and it is to be used principally in a fixed location, you must register that address with us prior to activation. Furthermore, if you have a reasonable expectation that the IP telephony service is to be used in multiple locations, we recommend that you update the location information associated with it whenever accessing the IP telephony service from a new location. You can update this information by notifying us of any change in address. It is your responsibility to maintain an accurate record of this address information so that we can supply the information to the Emergency Organisation(s). We are not liable for any consequences of your failure to do this.
- 2.4.2 Where Call routing utilises IP, you acknowledge that call quality and availability can be subject to factors outside of our control bandwidth contention or quality of service (QoS). We shall not be liable to you in respect to any quality or availability issues with such a Service.
- 2.4.3 The Horizon IP Service requires a minimum of sixty (60) days' notice of termination to take effect no earlier than the end of the current Minimum Term.
- 2.4.4 Where you take an international IP Service you agree to comply with any in country regulatory obligations that may be applicable to your use of the service.
- 2.4.5 The SIP with Semafone Service requires a minimum of ninety (90) days written notice of termination, such notice to be given not less than ninety (90) days before the expiry of the current Minimum Term.
- 2.4.6 Handsets which can be used to access IP telephony services may be configured to our network. On termination of this Contract, if you request that handsets are unlocked we may arrange for handsets to be unlocked in an authorised manner and you may be charged an unlocking administration fee

2.5 CallGuard Service

- 2.5.1 Where we have advised you in writing that the CallGuard service has been activated on your account, unless we have advised you of specific lines or endpoints, all your analogue, ISDN2, ISDN30 lines and SIP end points are automatically covered by the CallGuard service at the agreed tariff.
- 2.5.2 After taking the CallGuard Service, you may opt out on any of your lines or end points at any time by informing us in writing, which we will confirm by return.
- 2.5.3 The CallGuard service only applies where your outbound calls are routed over the Gamma network. If calls are routed over any other network for any reason, whether with or without your or our knowledge or permission, then these calls will not be protected by the CallGuard service and you will remain liable for these calls regardless of the nature of the calls.
- 2.5.4 In taking the CallGuard service you agree to us barring your line or end point should we see any

unusual outbound call activity; however you accept and agree that we will not be liable for failing to bar your line or end point should our service fail to identify any unusual outbound call activity for any reason.

- 2.5.5 Where we bar your line or end point you will not be liable for any further outbound call charges on that line until the bar has been removed. Once the bar has been removed you will be liable for all further outbound call charges.
- 2.5.6 You will continue to be liable for all rental charges on any lines or end point which we may bar whether the bar is removed or not.
- 2.5.7 You agree that we will not be liable for any direct or indirect losses or consequences, financial or otherwise, where we bar your line as a result of you taking the CallGuard service.
- 2.5.8 Where a line or end point is barred as a result of the CallGuard service, we will only remove the bar on instruction from you. We will accept instruction to remove the bar from any employee within your company and you agree we are not liable for any direct or indirect losses, financial or otherwise, as a result of our removal of the bar.
- 2.5.9 If an endpoint has the CallGuard service enabled, it will be applied to all channels on the endpoint.
- 2.5.10 Network call diverts are excluded from the CallGuard service and do not form part of the monitored call traffic. Charges for any network call diverts and associated calls will be chargeable to you in all circumstances.
- 2.5.11 Should you opt out of the CallGuard Service, we continue to reserve the right to bar your line or end point should we see any unusual outbound call activity that we reasonably suspect to be fraudulent, however you will remain liable for all outbound call charges.

2.6 Line Service

- 2.6.1 When we provide your Line service, we will route your Calls through our network. No other service provider may route these Calls or attempt to, and if they do we reserve the right to bar these Calls.
- 2.6.2 Where your Lines are transferred to us on a like for like basis, you agree to pay for any additional services which may exist on your lines that you may not have made us aware of at the time of ordering regardless of when these services are billed to us by the underlying supplier (including to telephone book entries that may be billed annually by BT).
- 2.6.3 To the extent the underlying Line Service is provided by BT and BT terminates such underlying service due to a general withdrawal of such BT service affecting the area where the Line Service is provided, we reserve the right to terminate the Line Service or replace it with an alternative service with the same or a different price, at our discretion.

2.7 Microsoft Teams Voice Services

- 2.7.1 Unless otherwise specified, Teams Voice Services includes Microsoft Teams - Direct Routing, Microsoft Teams - Operator Connect and CloudUCX.
- 2.7.2 For all Teams Voice Services, it is your responsibility to ensure appropriate Microsoft

licences to use Teams as a Phone system have been procured and assigned to users and you will be responsible for configuring the Microsoft Teams environment to route calls using the Teams Voice Service.

- 2.7.3 Creation and administration of your tenant, including addition of users and routing plans, will be the responsibility of your Microsoft 365 administrator. Unless otherwise specified in this Contract, you will be responsible for Microsoft Phone System configuration and management, Microsoft Teams configuration and management, Microsoft 365 configuration and management and all user data in the Microsoft 365 tenant.
- 2.7.4 For Microsoft Teams - Direct Routing, we assume no responsibility for the assets that form part of your Teams Voice Service but are not supplied by us, or under our control, either directly or indirectly. This means that we are not responsible for any aspect of the supply, administration, provisioning, security or support of your Microsoft 365 environment, beyond providing a guide to the required initial configuration of your Microsoft 365 tenant, in order to enable connectivity to our network, and performance of service acceptance testing. Responsibility for performing this configuration will lie with you.
- 2.7.5 For Microsoft Teams - Operator Connect and CloudUCX, the number of users shall be reviewed on a monthly basis through a user report from Microsoft 365 and the Customer shall be billed for this number of users at the Service Charge detailed in this Contract for the remainder of the Initial Term. Any additional users identified as using the Service shall be billed to you in your monthly bill without the need for a further signed agreement.
- 2.7.6 For Microsoft Teams - Direct Routing, unless specified, Professional Services including set up, integration to Microsoft Teams or training are excluded but are available on request and additional Service Charges shall apply to these Professional Services.
- 2.7.7 For Microsoft Teams - Operator Connect, we are responsible for the underlying Voice Service. The Microsoft Operator Connect portal remains the responsibility of Microsoft and it does not form part of the Service. Should the Microsoft Operator Connect portal be unavailable at any time for any reason, Switchshop will continue to provide the underlying Voice Service in accordance with this Contract and we may replace the MS Teams - Operator Connect service with another similar service providing similar functionalities as that provided by the Microsoft Operator Connect portal.
- 2.7.8 All Microsoft Teams Voice Service require a minimum of ninety (90) days' written notice of termination, such notice to be given not less than ninety (90) days before the expiry of the current Minimum Term.
- 2.7.9 For Microsoft Teams - Operator Connect, when you cease your Service with us you are responsible for unassigning your numbers within your Microsoft Teams tenant in order to cease your Service or transfer your Service to another provider. Failure to unassign your numbers will mean we cannot complete your cease and you

will continue to be billed for the Service until such time you unassign your numbers.

3. GENERAL CONDITIONS

3.1 Emergency Services

All Services allow access to UK emergency services and caller location information (when based in the UK) unless specifically advised otherwise within this Contract. IP phones need an additional power supply to operate. In the event of a power failure it is your responsibility to ensure you have the means to make Emergency Calls and we will not be liable for any loss or damage (financial or otherwise) where you fail to do so. It may on occasions not be possible for emergency services personnel to identify your location and telephone number so this information should be stated promptly and clearly by you when making such a call.

3.2 Services with Call Recording

Where you take a Service which includes call recording of inbound and/or outbound Calls you hereby accept that it is your responsibility to obtain legal advice to ensure you are fully compliant before recording any Calls. You further confirm that you will comply with all legal requirements when using any call recording product and agree that we shall have no liability for any costs or claims which may be incurred as a result of any failure by you to comply with any legal requirements whether or not you were aware of the requirement.

3.3 Services with Music On Hold

Where you take a Service which permits you to upload music files for a music on hold feature, you agree to obtain any necessary licences and consents as may be required and agree to indemnify us from any direct or indirect claims where you fail to do so.

3.4 Third Party Licences

Where you utilise software licensed by a third party you accept and shall strictly comply with such third parties end user licence agreement, a copy of which we will either send to you or must be accepted before using the software. You will allow installs of new versions of such software and ensure your network and systems comply with the relevant specifications in any third-party design documentation which we may provide to you from time to time

3.5 Number Presentation

Where you are able to nominate a telephone number as your outbound calling presentation number you agree to comply with all applicable laws and regulations that may be relevant at the time. Where our Service offers number presentation options, we cannot guarantee consistent presentation of the intended number for Calls made to mobile or international carriers as successful presentation of the number is entirely dependent on the carrier's use of these numbers. We shall have no liability to you should your nominated number fail to present at any time.

4. TELEPHONE NUMBERS

4.1 You accept that you do not own the number(s) provided to you and you have no right to sell or to agree to transfer the number(s) provided to you for use with the Services and you must not do so or try to do so.

4.2 You accept that we have the right to reallocate to a third party any numbers that are provided to you for use with the Services but that you do not use for a period of six (6) months. However, if you continue to pay any recurring Service Charges for those numbers, we shall not exercise this right.

- 4.3 You do have the right to request to migrate numbers to another provider subject to your remaining contractual obligations contained within this Contract.
- 4.4 We may put your name, address and the telephone number(s) for the Services in the telephone book published by BT for your area and make your phone number available to BT's directory enquiries database, as soon as we can. However, we will not do so if you ask us not to, though any changes to existing telephone book entries will be done by BT and the timing of such change is out of our control.
- 4.5 If you want a special entry in the telephone book you must let us know. Where we agree to a special entry you will be liable to pay an extra charge and sign a separate agreement for that special entry.
- 4.6 In relation to the IPT Service, arrangements in relation to inclusion in BT's telephone book and directory enquiries database are available on request from us.
- 4.7 It is your responsibility to verify that all directory entries are correct and remain correct. Other than where the error is as a result of our negligence, we accept no liability for any errors nor are we liable for any costs, financial losses or disputes that may arise from any omission or inaccuracy in the entry.
- 4.8 We reserve the right to withdraw any numbers from you where we are instructed to do so by a change in law or regulation.

5. CALL RATES AND CHARGES

- 5.1 Our call rates for outbound Calls to UK non-geographic numbers are charged according to the banding used by BT. You acknowledge and agree that there may be occasions where a call type moves from one band to another band or BT change their charging structure and subsequently the Service Charges for some of these call types may change, we will apply this change from the 1st of the month following the change and you acknowledge that we may not always be able to give you notice of such changes.
- 5.2 Where you take any bundled service you agree to pay for all chargeable items which are excluded from or exceed the allowance of the bundle. Unless otherwise advised in writing, any bundles including calls to mobile numbers shall include only calls to Gamma mobile and to the main UK mobile networks, which at the time of writing are EE, O2, Vodafone and Three.
- 5.3 Unless otherwise agreed with you in writing all call costs in our Tariffs are displayed in pence per minute. All billing is per second, call durations are measured up to the whole second and the call Service Charges rounded up to a penny.
- 5.4 Inbound bundles include Calls which terminate to UK landline numbers only, unless specified otherwise in writing. Should you terminate your Calls to a mobile, a non-geographic or an international number then standard call Service Charges will apply and are available on request.
- 5.5 Call charges will be invoiced in arrears. We will calculate the Service Charges for Calls using the details recorded by our network. Rental charges will be billed in advance.
- 5.6 We will bill you for all Calls that are routed over our chosen network provider. Any Calls that are routed by other means for any reason beyond our control and for which you are invoiced by another provider will remain your responsibility. It is your responsibility to advise us if you receive invoices from other providers for services you believe to be with us and you should advise us as soon as you receive these invoices. We shall not be liable for any

loss or damages as a result of you being invoiced by other providers (including any perceived loss of savings).

- 5.7 Where you take multiple Services which are bundled into a single monthly rental and you subsequently cease any Service in full or in part you will remain liable for the full monthly rental for the remainder of the Minimum Term unless we have agreed otherwise. Notwithstanding this your minimum liability will be for the full cost of any installation, survey, set up, activation and Equipment on the ceased Service, the costs for which we will confirm at the time.
- 5.8 We reserve the right to offset any inbound rebates which may be due to you against any amounts you may owe to us. We reserve the right not to pay any inbound rebates until such rebates total a cumulative minimum of £5 in any month.
- 6. FRAUDULENT TRAFFIC AND UNUSUAL CALL PROFILE**
- 6.1 You are responsible for all Service Charges if the Services are used without your full knowledge and consent or otherwise. This means by way of example but not by way of limitation that you are liable to pay for all Calls made as a result of "rogue diallers", unbarred premium rate numbers and Calls made by any third party gaining unauthorised access to your telephony systems.
- 6.2 If in our reasonable opinion your call profile is indicative of fraudulent activity we reserve the right to suspend Service immediately without notice.

ANNEX 2 – ADDITIONAL CONDITIONS FOR DATA SERVICES

The terms set out in this Annex apply in addition to the terms set out in the main body of this Deliverable Schedule in relation to the provision of fixed and mobile Data Services only including Broadband, Ethernet and WAN Services.

1. DEFINITIONS

Capitalised terms in this Annex shall have the meanings given in the main body of this Deliverable Schedule or the General Terms (as applicable) and, in addition:

“Good Industry Practice” means the standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

“Network(s)” means the Local Area Network, network equipment, computer systems, and local cable infrastructure, at the Sites, to which the Service will be connected.

“Installation Charges” means the combined charge for the survey, equipment and the Installation Service, including excess construction charges, as specified on the Order Form or other amended documentation following site survey.

“Installation Service” means the work (if any) carried out by us or our subcontractor at each Site to enable you to receive the Service, normally carried out between 0900 and 1730 on a Business Day.

“Service Demarcation Point” means the customer port of the carrier-supplied router.

2. THE SERVICES

2.1 To enable us to provide the Service, you will prepare the Sites and your networks and connect any tail circuits to your network in accordance with our instructions.

2.2 We reserve the right not to provide the Service to any Site and to withdraw our provisional acceptance of an order for reasons including:

2.2.1 the distance between a site and the point of presence of the underlying service provider;

2.2.2 if a site survey finds that a site is not suitable for the provision of the Service; or

2.2.3 if you do not agree to pay the excess construction charges or any other charges reasonably levied by us in addition to the charges initially proposed.

2.3 Unless you have ordered an installation of the router, it is your responsibility to install a router at the Site or Sites where this is required and we will not be liable for failure to

meet any dates due to delay in the installation of such router.

2.4 We will maintain your Service to the Service Demarcation Point.

2.5 Where we agree you may use/supply your own router for the Service then you agree that all responsibility and liability for such equipment remains with you. Should we visit your Site due to a fault which is later found to be caused by equipment not provided by us then we will charge you for such site visit and any additional costs incurred as a direct result.

2.6 Your use of the Service is entirely at your own risk. We will not be liable for any loss or damage arising from any virus, Trojan horse, spam or other malicious content that you may receive while using the Service notwithstanding that there may be a firewall contained in equipment supplied in connection with the Service.

3. BROADBAND SERVICE

3.1 If we consider that your bandwidth usage profile is abnormal or out of the ordinary (including without limitation extremely high levels of bandwidth use in a given period), we have the right to take such action as we deem appropriate which may include, without limitation, restricting or suspending your use of the broadband service, or increasing the Service Charges.

3.2 We will make reasonable endeavours to inform you in advance if we impose any restrictions on your use of the Service.

3.3 To ensure the quality of our Broadband Service we have a traffic prioritisation process to prioritise business critical applications in the event of exceptional demand, and normally only during business hours 0800 to 1700 Monday to Friday. However, it is unlikely that this will impact the quality of your broadband service.

3.4 Where any Data Service requires a PSTN line for service delivery that line should have no other services or features attached to the line. The line should have a minimum Level 4 maintenance care.

3.5 Any Service will cease automatically if the underlying PSTN line is ceased, but you will remain liable for any Service Charges for the remainder of the current Minimum Term.

3.6 Any internal line shift carried out on the underlying PSTN line supporting the Service may impact on the speed (either slower or faster speed).

3.7 Where applicable, actual available line speed will be confirmed during the provisioning process. If the maximum upstream line speed is lower than originally ordered, we will process the order to allow the confirmed highest available downstream speed.

4. BACKUP SERVICES

4.1 The Broadband backup service requires a PSTN line provided by us and clear of any other Broadband services for service delivery. This line must be located within 2 metres of the Ethernet termination point and router location.

4.2 Unless otherwise specified in writing, the backup option does not carry the same guaranteed service levels as the primary Service.

4.3 For a Fibre Ethernet with Fibre Ethernet backup Service, the actual resilient path of both fibre connections will only be confirmed following a site survey. If, following a site

- survey, it is found that the two connections would have a shared route (or partial shared route) you have the option of cancelling the Order.
- 4.4 For a Fibre Ethernet with an EFM backup Service, both services will terminate in the same exchange as it is not possible to route to different exchanges.
- 4.5 In the event of a fault on the primary service, the backup service will automatically become effective. Use of the secondary backup service is not permitted other than in the event of a primary Service failure. In the event of a failure of both the primary and secondary Services, we will initially resolve the fault on the primary Service in accordance with our Service Level Agreement.
- 4.6 If you fail to connect both the primary and secondary services to the router, the Service Level Agreement will not come in to effect until such failure has been remedied.
- 5. WAN SERVICES**
- 5.1 We shall design, setup, install, manage and maintain a Network providing Managed WAN and/or LAN Services having the relevant features and specifications stated in the high level design as communicated to you upon and subject to the provisions of this Contract. In respect of each Service, we shall:
- 5.1.1 procure the installation of the Equipment at the Sites; and
- 5.1.2 connect the Sites by means of the access circuits to the Network to provide the Services; and
- 5.1.3 continue to deliver the WAN and/or LAN Services in accordance with the Service Level Agreement.
- 5.2 You acknowledge that during the installation of the Equipment for the provision of the Services you may suffer temporary interference to other telecommunications services received at the Sites (although we shall use every effort to avoid this), which shall be reinstated following installation. we shall not be liable for any loss, interruption or interference so caused during installation.
- 5.3 We will use reasonable endeavours to comply with your reasonable requests in respect of installation but the final decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Equipment shall be mutually agreed.
- 5.4 Installation of the Services may be subject to a site survey and the Services may not be provided where the survey carried out is incomplete or unsatisfactory.
- 5.5 To allow the installation and use of the Equipment at each of the Sites, you will, prior to any installation work for the Services, at your own expense:
- 5.5.1 obtain all necessary consents, including consents for any necessary alterations to buildings and access wayleaves;
- 5.5.2 take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers as we or any Switchshop Provider advises are necessary and carry out afterwards any making good or decorator's work required; and
- 5.5.3 provide reasonable electricity and connection points required by us our any Switchshop Provider.
- 5.6 We may appoint sub-contractors to supply the Services provided that the Services shall be supplied in accordance with the provisions of this Contract and we shall remain solely responsible for all such Services.
- 5.7 We will use reasonable endeavours to deliver the Equipment to the Sites by any agreed delivery date or installation date and thereafter shall install and commission such Equipment as soon as reasonably practicable. Any agreed delivery, installation and completion dates shall be estimates only and we will not be liable for any loss or damage incurred by you by any failure by us to meet any such dates.
- 5.8 You shall:
- 5.8.1 ensure that the Equipment is used in a proper manner by competent trained employees only or by persons under their supervision;
- 5.8.2 notify us promptly if the Equipment is not operating correctly;
- 5.8.3 not alter, adapt or modify the in any way without our prior written approval;
- 5.8.4 not request or permit any person other than us to provide any maintenance services in respect of the Equipment;
- 5.8.5 co-operate to a reasonable extent with our personnel in diagnosis investigation and correction of any fault in the Equipment.
- 6. CLOUD EXCHANGE SERVICES**
- 6.1 Cloud Exchange Service is only available in conjunction with the Managed WAN Service.
- 6.2 Both parties will agree a timetable for the implementation of the Cloud Exchange Service for each Sites taking into account the lead times required for the WAN elements of the Cloud Exchange Service. We will be entitled to revise such a timetable, if we encounter delays which could not reasonably have previously been foreseen.
- 6.3 We will provide the Cloud Exchange Service including configuration of the Network, any internet access, the provision of a firewall where applicable and the agreed access services. You will be responsible for the security of the network unless agreed otherwise as part of the Cloud Exchange Service.
- 6.4 You shall be solely responsible for the provision of appropriate technical expertise, knowledge and resources sufficient to integrate and configure the LAN systems, applications and interfaces with the Cloud Exchange Service. We do not provide LAN integration as part of the Cloud Exchange Service. You shall ensure that the LAN is capable of integration with the Cloud Exchange Service (including, without limitation, any hardware or software required for such integration). The Cloud Exchange Service does not include the provision of advice on LAN integration, configuration or specification, or in relation to third party transactions carried out by way of the Cloud Exchange Service.
- 6.5 We will use reasonable efforts to install the Cloud Exchange Service (including access services) in accordance with the agreed timetable. You acknowledge that all dates in the agreed timetable are estimates only. We will have no liability for any failure to meet any of the dates in the agreed timetable.
- 6.6 Where you use transactional features of the Cloud Exchange Service, you shall be solely responsible for any transactions entered into between yourself and any third party and for any data, information or other materials (in whatever form) comprised in such features ("Data").
- 6.7 You shall indemnify us in respect of any losses incurred or claims made against us arising from your use of transactional features of the Cloud Exchange Service.

6.8 You acknowledge that all Intellectual Property in the Cloud Exchange Service shall remain vested in Switchshop or in its underlying service provider. We grant you a nonexclusive non-transferable licence for the Minimum Term to use such Intellectual Property only to the extent necessary for you to receive the Cloud Exchange Service.

6.9 We acknowledge that all Intellectual Property in Data shall remain vested in you. You grant us a non-exclusive non-transferable licence for the Minimum Term to use such Intellectual Property only to the extent necessary to provide the Cloud Exchange Service.

7. ALL SERVICES

7.1 You are required to provide the following notice periods should you wish to terminate any of the Data Services, to take effect no earlier than the expiry of the current Minimum Term:

7.2 Fixed and Mobile Broadband – forty-five (45) days' written notice.

7.3 Ethernet, WAN and HSCN Services – one hundred and twenty (120) days' written notice.

7.4 Cloud Exchange Services – seventy-five (75) days' written notice.