

Crystaline Communications Terms & Conditions for Broadband and NFON

YOUR AGREEMENT WITH US Crystaline Communications Limited (CCL) (this AGREEMENT) IS MADE UP OF THE FOLLOWING DOCUMENTS:

(i) THESE CONDITIONS FOR COMMUNICATIONS SERVICES;

(ii) THE MASTER SERVICE AGREEMENT;

(iii) GENERAL TERMS AND CONDITIONS;

(iv) THE RELEVANT TARIFF(S) FOR THE SERVICES WE AGREE TO PROVIDE TO YOU; AND

(v) SUPPLEMENTARY CONDITIONS RELATING TO SPECIFIC SERVICES, WHERE APPLICABLE.

THE SERVICES AND USE OF THE SERVICES

1. Provision of the Services

1.1 The Services we supply to you are those Services which (a) you have ordered by telephone and are set out in the Service Agreement and Order Schedules attached to these Conditions confirming your order, or (b) you have elected to receive as set out in the Service Agreement and Order Schedules and fully completed customer requirement form or (d) which you have subsequently ordered in writing, by fax, by email or by telephone, and in each case which we have agreed in writing or by email to supply to you. These may include (but are not limited to):

The ability to make or receive a Call (telephone service);

The provision of a Line or Lines for a rental charge (line rental service);

The provision of Broadband internet access (Broadband service);

The provision of Inbound telephony services (Inbound service);

The provision of Mobile telephony services (Mobile service);

The provision of IP telephony services (IPT service);

The provision of Data services (Data service);

Any other Services which we may offer for sale from time to time.

All details specified on the proposal document, Master Service Agreement and customer Agreement form (CAF) are based on information supplied by you and/or collected during a site survey (remote or onsite), and may be subject to amendment in accordance with Clause 1.4.

1.1.1 Your contract commencement date (the Contract Commencement Date) will be based on one of the following:

For orders placed with a signed Master Service Agreement the Contract Commencement Date will be the date of the signed Service Agreement, unless any Supplementary Conditions state otherwise.

Where you are not currently in a contract we may notify you of a change to these Conditions, by giving you at least 30 days notice in accordance with 19.2, then your new Contract Commencement Date will be the date the new Conditions came into effect. Where there may be any conflict regarding your Contract Commencement Date, then you agree the actual Contract Commencement Date will be the date you first used the Service(s).

1.1.2 All Services allow access to emergency services and caller location information unless specifically advised otherwise within this Agreement. Such access may be subject to the availability of a power supply to the line and alternative arrangements are your responsibility in the event of a power failure.

1.2 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 Agreement 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 Customer Service Plan.

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

1.4 NFON service:

(a) We and/or our subcontractors may conduct surveys to clarify whether the Service, Equipment, Installation Fee or Service Fee require amending.

(b) Where we determine that amendments are required, we will submit to you a replacement proposal document and Service Agreement reflecting any such changes. If the replacement Service Agreement is agreed by you in writing or by email, the replacement Service Agreement will immediately supersede the original Service Agreement (which will be immediately cancelled). If you do not agree the replacement Service Agreement, both the original Service Agreement and replacement Service Agreement will be cancelled by us 14 days after notification of such amendments.

(c) Following the completion of the surveys and, if required, the agreeing of the replacement Service Agreement, we will confirm to you when the Service will commence.

(d) We and/or our subcontractors may conduct surveys to clarify whether the Service, Equipment, Installation Fee or Service Fee require amending.

(e) Where we determine that amendments are required, we will submit to you a replacement proposal document and Service Agreement reflecting any such changes. If the replacement Service Agreement is agreed by you in writing or by email, the replacement Service Agreement will immediately supersede the original Service Agreement (which will be immediately cancelled). If you do not agree the replacement Service Agreement, both the original Service Agreement and replacement Service Agreement will be cancelled by us 14 days after notification of such amendments.

(f) Following the completion of the surveys and, if required, the agreeing of the replacement Service Agreement, we will confirm to you when the Service will commence.

(g) We will use reasonable endeavours to meet any agreed times or dates, but time is not of the essence in respect of those times or dates and you acknowledge that all timeframes are estimates only and that service levels are target service levels only.

(h) Throughout the provisioning process, we will need to communicate with named member(s) of your staff to arrange access to your premises. Any delays to these requests by you will delay Service Commencement Date and we will not be liable for any such delay.

(i) To enable us to provide the Installation Service, you will:

- 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,

- 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,

- 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 NFON Service,

- obtain all third party consents, licences and rights reasonably required in order to allow us or our subcontractor to provide the NFON Service and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the NFON Service, and

- put in place adequate security and virus checking procedures in relation to any computer facilities to which you provides us with access.

(j) All Equipment provided by us will remain our property until paid for in full. Where Equipment is provided as part of a monthly Service Fee or is not paid for in full we reserve the right to request return of the Equipment at your cost. You agree to return such equipment to us on termination of your contract for any reason.

(k) We reserve the right not to provide the Horizon Service to any Site and to withdraw our provisional acceptance of an order for reasons including, but not limited to:

- the distance between a Site and our point of presence or its underlying service provider,
- if a site survey finds that a Site is not suitable for the provision of the NFON Service,
- if you do not agree to pay any excess construction charges or any other charges reasonably levied by us in addition to the charges initially proposed.

(l) We or our nominated subcontractor will 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.

(m) Provision of the NFON Service may be subject to the completion of a satisfactory site survey(s) by us or our subcontractor. You acknowledge that it will be necessary for us or our subcontractor to visit the installation Site or Sites to conduct such survey(s) and for the purposes of installation.

(n) Where an appointment is made for us or our subcontractor to visit your Site, including for the purposes of a site survey or for installation and the visit cannot be successfully completed due to:

- the inability of us or our subcontractor, through no fault of our / their own, to complete the work,

- the inability of us or our subcontractor to gain access to the Site or Sites or any part thereof which is necessary for the work,

- the appointment is broken by the you,

- your failure to prepare the Site in accordance with 1.4(i) or any other preparatory instructions we may have given you, or

- any other reason where we or our subcontractor is not at fault,

we will charge you with our standard aborted visit charge which may be applicable at the time. Rescheduled appointments following an aborted visit will be subject to new lead-times and will be confirmed to you at the time.

(o) Unless otherwise agreed in writing between the parties you must agree an appointment for installation at a Site within 14 days of notification by us of our preferred installation date. In the event that you do not agree such an appointment, the appointment will be deemed to have been fixed for our preferred installation date unless a revised Required Date is subsequently agreed.

(p) If your NFON Service includes our Ethernet or Assured access then, unless you have ordered an installation of the router, it is your responsibility to install the router at the Site or Sites where this is required and neither we nor our subcontractor shall bear any liability for any delay your failure to install may cause.

(q) We will maintain your NFON Service to the Service Demarcation Point.

(r) Where we agree you may use/supply your own router for any part of the NFON Service then you agree that all responsibility and liability for such equipment remains with you. Should we or our subcontractor 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. Use of your own router(s) will affect the Demarcation Point of the Service.

(s) We do not issue any IP address to be used with the NFON Service. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. We reserve the right to withdraw or change this address if for any reason the address ceases to be available.

(t) We will provide you with an internet portal account through which the NFON Service can be controlled online. We shall use reasonable endeavours to maintain (but do not guarantee) access to such account 24 hours in every day on every day of the year and we shall not be liable for any losses caused by any restrictions in such access.

(u) If you request and we agree to upgrade your bandwidth of the underlying access then additional charges will apply and we will advise you of these at the time.

(v) The NFON Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances you should use your PSTN line to make the emergency call. Furthermore 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.

(w) Where we agree that you may use your existing or other new access circuits (including but not limited to broadband, Ethernet, leased line etc) not provided by us then it is your responsibility to ensure such access meets the necessary requirements and functionality as defined in the non-CCL

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access Customer responsibilities document, a copy of which is available on request. Your failure to meet such requirements and functionality may result in quality and set up issues or may mean the NFON Service will not work. Where we do not provide the access, you agree that all responsibility and liability for such access remains with you. Should we or our subcontractor visit your Site due to a fault which is later found to be caused by access not provided by us then we will charge you for such site visit and any additional costs incurred as a direct result. Use of your own access will affect the Demarcation Point of the Service.

(x) Where we agree that you may use a third party to install the NFON Service then you agree to indemnify us from any direct or indirect claims or losses, financial or otherwise, that you may incur as a result of such installation by a third party. Use of a third party installer will affect the Demarcation Point of the Service.

(y) At the end of each Working Day, you agree to sign off for the work carried out that day by us or our subcontractor as may be requested. In the absence of an authorised representative then you agree that our sign off shall have equivalent effect as if you had signed it off. Such sign off shall not constitute full Acceptance as defined in Clause 4.A.

(z) Where we provide you with any of the user based features (including but not limited to auto attendant, hunt group, call park, call pickup, call queue etc) and you have not allocated these features to a user then we reserve the right to recover such unallocated features from your account. You can replace these features or add additional features at any time.

1.4 Broadband service:

(a) 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 charges you pay for the broadband service in accordance with paragraph 19.2.

(b) We will make reasonable endeavours to inform you in advance if we impose any restrictions on your use of the broadband service.

(c) Your use of the broadband 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 broadband service notwithstanding that there may be a firewall contained in equipment supplied in connection with the broadband service.

(d) 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 08.00 to 18.00 Monday to Friday. However, it is unlikely that this will impact the quality of your broadband service.

1.5 Outbound service:

(a) 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 Leakage tariff which at the time of application will mean the latest version available on

(b) 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.

1.6 Inbound service:

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

(b) We reserve the right to apply a nominal monthly charge for each inbound number where the only Service you take from us is the Inbound Service.

(c) Where you take a premium rate inbound Service you agree and acknowledge that use of this Service must comply with all relevant legislation, regulations, guidelines and codes of practice and that we will not be liable where use of this Service fails to comply.

(d) If an inbound number is withdrawn by Ofcom or PhonepayPlus 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.

1.7 IPT Service:

If you have an IPT Service and move location, it is your responsibility to update your address details either using the Feature Plus portal or by notifying us of any change in address where the relevant equipment will be housed so that the correct information can be supplied for Emergency Authority purposes. We are not liable for any consequences of your failure to do this.

1.8 All Services:

All Services may be subject to Acceptable Use Policies and Fair Use Policies which at the time of application will be the latest version on

1.9 Services with Call Recording:

Where you take a service which includes call recording of inbound and/or outbound calls you confirm that you have received and read our Call

Recording Legal Requirements Guidance document and acknowledge that the information should not be relied upon in isolation and 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.

1.10 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.

2. Telephone numbers

2.1 You accept that you do not own the number(s) provided to you and that this agreement is personal to you. Therefore, 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.

2.2 You also 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 rental charges for those numbers, we shall not exercise this right.

3. Telephone books and directory enquiries

3.1 We will put your name, address and the telephone number(s) for the Services (subject to Paragraph 3.3.) in the telephone book published by BT for your area and make your phone number available to s directory enquiries database, as soon as we can. However, we will not do so if you ask us not to.

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3.2 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.

3.3 In relation to the IPT Service, arrangements in relation to inclusion in BTi's telephone book and directory enquiries database are available on request from us.

3.4 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. 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 paragraph 4.2. If we have to interrupt the Services we will restore them as quickly as we reasonably can.

4.2 Occasionally we may have to:

(a) change the code or phone number or the technical specification of the Services for operational reasons;

(b) interrupt the Services for operational reasons or because of an emergency;

(c) give you instructions that we believe are necessary for health or safety 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 19.3.

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 also be degradations of the quality of the Service from time to time due to matters beyond our control (see paragraph 14 below), 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.

4.A Acceptance of the NFON Service

4.A.1 We will notify you when the Installation Service has been completed. You will inspect and test the NFON Service for the purpose of Acceptance (Acceptance Testing). During Acceptance Testing, you may notify us by email, telephone or fax of any material non-conformity of the NFON Service.

4.A.2 To the extent that such non-conformities will have, in our opinion, a material detrimental effect on the NFON Service, we will use our reasonable endeavours to remedy such non-conformities.

4.A.3 Acceptance shall be on an individual site by site basis and shall take place on the earlier of:

a) your written confirmation to us or our subcontractor that the Acceptance Testing has been completed,

b) where you have not notified us under Clause 4.A.2, five (5) Working Days from the date of our notification to you that the Installation Service has been completed, or

c) where you have notified us under Clause 4.A.2 of material non-conformities, five (5) Working Days from the date on which the notified non-conformities were remedied, or immediately upon our demonstration that the notified non-conformities will not, in our opinion, have a detrimental effect on the NFON Service.

4.A.4 Any additional time incurred by us remedying non-conformities notified by you under Clause 4.A.2 above shall, at our sole discretion, be

reflected in corresponding extensions to the affected timescales in the project plan (if any). Any additional time incurred by us investigating any notified non-conformities which later are found not to exist, will be charged to you as a professional service on a time and materials basis in accordance with our then current standard rates.

10.15 4.B Your NFON Service obligations

4.B.1 You will be responsible for procuring any third party consents that may be required by us (and/or our subcontractors) to provide the Installation Service and/or the NFON Service, including, for example, landlord consents, wayleave consents and access consents. You will be responsible for the costs of procuring any such third party consents.

4.B.2 You will be responsible for providing named contacts (and any replacement contact(s)) and ensuring that they have the appropriate level of authority to make decisions relating to the Installation Service and the NFON Service.

4.B.3 Where any part of the NFON Service is a professional service to be provided at a Site, you will ensure that our staff and contractors have a safe place to work, and you will notify us (and our contractors where applicable) of any health and safety rules which apply to that Site. We will use our reasonable endeavours to ensure that our staff and contractors comply with such rules when working on your premises.

4.B.4 You will:

4.B.4.1 perform all your obligations under this Agreement,

4.B.4.2 follow our reasonable instructions,

4.B.4.3 provide us with up-to-date information, cooperation, support, and access, at your cost, to enable us to perform our obligations under this Agreement,

4.B.4.4 provide us with office, information technology, and telecommunications facilities (including full remote access), at your cost, to enable us to perform our obligations under this Agreement,

4.B.4.5 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 Installation Service and the NFON Service, and

4.B.4.6 keep full and up-to-date secure backup copies of the data on the Network in accordance with good industry practice, and

4.B.4.7 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.

4.B.5 You will not allow any unauthorised user or any third party to access or use the Equipment and / or the NFON Service, and shall take all reasonable security precautions to avoid such unauthorised access or use, and / or add to, modify, or interfere with in any way, the Equipment and / or the NFON Service.

4.B.6 The NFON Service permits you to upload music files for the 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.

10.16 4.C Your use of the NFON Service

4.C.1 You will not use the NFON Service in any way that would constitute or contribute to the commission of a crime, tort, fraud, or other unlawful activity (including activities deemed unlawful under a complainant's legal jurisdiction) ("Laws"). You will indemnify, and keep us fully indemnified, against all costs, claims, demands, expenses, and liabilities arising out of, or in connection with, any claim that the NFON Service (or its use) infringes any Laws.

4.C.2 You warrant that any material and / or communication received, transmitted, hosted, or otherwise processed using the NFON 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 NFON Service is subject, and will not infringe the intellectual property rights of CCL or any third party. 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 Clause 4.C.2.

4.C.3 You agree that:

4.C.3.1 all Equipment will be housed in accordance with our or our subcontractors' instructions,

4.C.3.2 Equipment shall be kept at your premises and stationary at all times,

4.C.3.3 you will not add, modify, relocate, reconfigure or in any way interfere with the Equipment,

4.C.3.4 you will not cause the Equipment to be removed, repaired, serviced or otherwise attended to except by our authorised representative,

4.C.3.5 you will not remove, tamper with or obliterate any words or labels from the Equipment of any parts thereof,

4.C.3.6 you will not use the Equipment except in accordance with such written instructions as may be notified by us or our subcontractor from time to time,

4.C.3.7 you will not use any Equipment not approved in writing by us,

4.C.3.8 you are responsible for maintaining all in life changes by using the online portal. You agree to pay our standard charges applicable at the time where you request us to make changes on your behalf.

EQUIPMENT

5. Equipment

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

5.A Equipment Maintenance

5.A.1 If ordered, the Equipment Maintenance service level will be as detailed in this Agreement or the customer requirements form.

5.A.2 Equipment Maintenance covers Equipment provided as part of the Installation Service but for the avoidance of doubt it excludes, but is not limited to, the following: any Equipment not provided by us or our subcontractor, cabling or telephone handsets where provided.

5.A.3 Equipment Maintenance cover must be taken at the time of ordering the NFON Service and cannot be added subsequently.

5.A.4 Equipment Maintenance cover is provided in accordance with the Equipment Maintenance Service Description which is available on request.

5.A.5 Equipment Maintenance cover is provided for the duration of the initial minimum term as specified in this Agreement. At the end of the initial minimum term, the contract will automatically renew for a further period of twelve (12) months, on a rolling twelve (12) month basis, unless we receive prior notice from you giving a minimum of sixty (60) days' written notice of your wish to terminate the Equipment Maintenance cover. Termination of the Equipment Maintenance cover does not constitute termination of the NFON Service unless specifically requested by you.

5.A.5 We shall not be liable for any failure to achieve the required service level to the extent that such failure results from:

5.A.5.1 your breach of any of your obligations under these terms,

5.A.5.2 a failure attributable solely to the use of public telecommunications links,

5.A.5.3 an event of force majeure or matter beyond our reasonable control as defined below.

5.A.6 Without prejudice to any other right or remedy you may have under this Agreement, if we fail to meet any of the service level commitments we will use reasonable endeavours to remedy such failures which will include us or our subcontractor:

5.A.6.1 investigating the cause of the failure or problem and discussing investigation results with you,

5.A.6.2 finding a solution to such failures that is acceptable to you,

5.A.6.3 advising you of the status of all remedial efforts.

5.A.7 In the event that the failure to achieve the required service level is only partially the result of any matter falling within Clause 5.A.5 the actual performance of us or our subcontractor in relation to the required service level shall be adjusted to such level as the parties agree would have been achieved but for the impact of such matters. In the event that the parties are unable to agree upon the appropriate adjustment the matter shall be referred to an expert for determination.

5.A.8 Equipment Maintenance is subject to a fair use policy. We may have to curb the usage of the Equipment Maintenance service should you become a persistently high user of the Equipment Maintenance service whereby it can be shown that the causes of the usage are configuration changes initiated by you and not network faults or errors. We will engage with you to ascertain the reason for persistent high usage and work on solutions that will allow the usage to return to a more reasonable level. In cases of sustained high usage due to configuration changes initiated by you then we reserve the right to notify you that the work

will become chargeable and then charge you the hourly rate as applicable at the time.

5.A.9 If Equipment Maintenance has not been ordered, then the replacement of the faulty Equipment is dependent upon the warranty offered by the relevant manufacturer. If an additional engineer visit is required, then this will be chargeable to you and will be arranged within usual working hours. Except where a relevant Equipment Maintenance contract is entered into, we will provide assistance to you in dealing with manufacturers but we will accept no liability in respect of any defect or breakdown of Equipment or any losses, financial or otherwise, as a direct result of such defect or breakdown.

5.A.10 Save as expressly provided by this Clause 5.A we do not give any warranty condition or undertaking as to the state of such Equipment other than that the configuration work will be performed correctly.

5.B Risk and Warranty

5.B.1 On delivery of the Equipment to you full risk of damage to, or loss of, such equipment shall pass to you.

5.B.2 For a minimum period of thirty (30) days from delivery, if any Equipment materially fails to comply with the manufacturer's specifications, 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.B.3 Where we agree you may provide your own equipment 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 (i) equivalent to the original's functionality and performance, and (ii) approved by us in writing. You will be responsible, at your own cost, for (i) 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 as a professional services at our then current standard rates), and (ii) installing such reconfigured replacement in place of the original.

6.4 Any impact on the NFON Service caused by substandard performance or non-availability of the Equipment under Clauses 5.B.2 or 5.B.3 shall be excluded from our service level obligations under the Agreement, and such exclusion shall continue for as long as any of the circumstances in Clauses 5.B.2 or 5.B.3 continue.

6. Sale Equipment

6.1 The quantity, quality and description of and any specification for the Sale Equipment shall be those set out in the Service Agreement, Order Form or Product Schedules as may be amended from time to time.

6.2 We shall deliver the Sale Equipment to your address as specified in the Service Agreement and Order Schedules, and time shall not be of the essence for delivery.

6.3 Risk in the Sale Equipment will pass to you on delivery of the Sale Equipment. Therefore, it is your responsibility to look after the Sale Equipment and you will have to pay if you wish to replace or repair the Sale Equipment if it is lost, stolen or damaged.

6.4 You will not own the Sale Equipment until you have paid us in full for the Sale Equipment and we reserve the right to require you to return to us, or for us to collect (at your cost), the Sale Equipment if you do not pay us in full for the Sale Equipment by the due date for payment (in accordance with paragraph 10 below). Subject to the foregoing, you will be entitled to continue to use the Sale Equipment after expiry or termination of this Agreement.

6.5 You will be responsible for installing the Sale Equipment. We will not be liable for any loss, costs, damages or faults caused by, or repairs required as a result of, installation or misuse of, or

damage to, any Sale Equipment. You agree to indemnify us for all claims, losses, damages and expenses that are brought against us, incurred by us, or arising as a result of the same.

7. Rental Equipment

7.1 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.

7.2 Subject to the other terms of this paragraph 7, we (or our authorised representative) shall, during our usual working hours:

7.2.1 where necessary install the Rental Equipment at your premises at a time and date agreed with you; and

7.2.2 use our reasonable endeavours to repair any faults to the Rental Equipment in accordance with our standard procedures (which are available on request).

7.3 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.

7.4 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.

7.5 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.

7.6 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 also 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.

7.7 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 (other than our employees or agents). 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.

7.8 On expiry or termination of the Agreement 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 or make available for collection the Rental

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Equipment in a reasonable condition or at all we may, at our option, invoice you for a sum equal to the original cost of the Rental Equipment less any depreciation together with any costs reasonably incurred by us.

7.9 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.

YOUR INFORMATION

8. Call monitoring

We may occasionally monitor and record calls made to or by us relating to customer services and telemarketing calls made by us, for the purpose of training and improving customer care services,

including complaint handling. We and/or our suppliers may also record 999 and 112 calls.

9. Data protection and use of your information

9.1 All information that we hold concerning you as an individual (iPersonal Datai) will be held and processed by us strictly in accordance with the provisions of the Data Protection Act 1998. Such data will be used by us to provide you with the Services, for related purposes and for the purposes set out in paragraph 9.2. We will not, without your consent, supply any Personal Data to any third party except where (1) such transfer is a necessary part of the Services that we undertake, (2) we are required to do so by operation of law, or (3) we share information for the purpose of managing and administering our relationship with our dealers or channel partners.

9.2 We would like to use the information we have about you and your use of the Services (this includes information about your bill size, the numbers you call and the times you call) to inform you about the products, services, pricing packages and special offers which we provide and which we believe may be of particular interest to you. We would also like to share this information with your dealer or channel partner so they may also inform you about their products and services. By accepting these Conditions you consent to our, and your dealer, sending you such information. However, if you do not wish to receive that information, please advise us, by writing to us at 2 Manor Court, Barnes Wallis Road, Segensworth, Fareham PO15 5TH or any other address we may give you for this purpose from time to time. You may also contact your dealer directly if you do not wish to continue to receive information from them.

9.3 You have the right under the Data Protection Act 1998 to obtain information, including a description of the data that we hold on you. Should you have any queries concerning this right, please contact us at the address set out in paragraph 9.2.

9.4 You must inform us immediately if any of the information you have provided to us about you in connection with this Agreement changes.

9.5 You acknowledge that in connection with the provision of the Services detailed technical information (including by way of example, but without limitation, information as to your existing telecoms suppliers and supplies) as well as your contact details may have been provided on your behalf by a dealer with whom you may have had initial discussions and you hereby confirm to us that we may rely on that information.

YOUR OBLIGATIONS

10. Paying our charges for the Services

10.1 Charges

You must pay the charges for the Services according to the applicable Tariff(s). This applies whether you or someone else use the Services and whether the Services are used with 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 fraudulent diallersi, unbarred premium rate numbers and calls made by any third party gaining unauthorised access to your telephony systems). We may vary the charges set out in the Tariff as explained in paragraph 19.2.

10.2 Installation and Connection charges

The Service Agreement, Order Schedules and Tariff(s) set out whether installation 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 installation 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 agree to pay all installation costs actually incurred. 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.

10.3 Equipment

You must pay the charges for any Sale Equipment that we supply to you. We will invoice you for the Sale Equipment in the next invoice that we send to you (in accordance with paragraph 10.4) following the date on which we dispatch the Sale Equipment to you. You shall also pay the rental charges for any Rental Equipment that we supply to you, and we shall invoice you for this on a monthly basis in accordance with paragraph 10.4.

10.4 Invoices

We will send you your first invoice at the beginning 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 paragraph 10.7. We will send all invoices and other correspondence to the address set out in the Service Agreement or otherwise the address you ask us to. We will show on the invoice which charges are payable in advance or in arrears, as referred to in paragraph 10.5. We will include all charges on the next invoice where possible, and in any event as soon as we can. 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.

10.5 Rental and Call charges

You will incur charges from the time any part of a Service is used or received except in the case of Services subject to a periodic rental, in which case you will incur charges from the date the Service is made available for use. We will usually ask you to pay the rental in advance and your first invoice will include both one month's rental in advance and a charge for a part month's rental from the Contract Commencement Date up to the beginning of the first complete month, where appropriate, and then monthly in advance thereafter. Call and other charges will be invoiced in arrears. We will calculate the charges for Calls using the details recorded by our network.

10.6 Payments in advance and deposits

(a) We may ask you for a payment in advance before payment would normally be due, which you shall pay in accordance with paragraph 10.7. This advance payment will not be more than our best estimate of your following months invoice. Should your advance payment exceed your actual invoice then any surplus will be credited to your account to be offset against subsequent invoices, should there be no further invoices and your account is not in debit then we will refund to you any surplus after deducting any cancellation or termination charges.

(b) We may ask for a deposit at any time, as security for payment of your invoices if it is reasonable for us to do so, which you shall pay in accordance with paragraph 10.7. Our procedures for deposits will be explained to you at the relevant time.

10.7 Terms of payment

Our standard credit terms are payment within ten (10) days of date of invoice by direct debit and these are the credit terms which will apply to this Agreement unless we have agreed otherwise in writing. You must pay all charges and rental within the credit terms which we have agreed and any advance payments and deposits when we ask for them. We reserve the right to apply a nominal monthly charge for non direct debit payment methods. Where payment is arranged through a

finance provider payment shall be in accordance with the terms of the finance agreement. Unless otherwise stated all charges exclude VAT which is chargeable at the applicable rate.

10.8 Tariff

(a) You hereby acknowledge and agree that we have agreed to supply the Services to you at the agreed Tariff and charges on the basis that you have committed to the Minimum Spend and Minimum Term commitments.

(b) Our call rates for outbound calls to UK non geographic numbers are charged according to the banding used by BT. You hereby 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 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.

(c) 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.

(d) Unless otherwise agreed with you in writing all call costs in our Tariff are displayed in pence per minute. All billing is per second, call durations are measured up to the whole second and the call charges rounded up to a penny.

(e) Inbound bundles include calls which terminate to landlines only. Should you terminate your calls to a mobile or international number than standard call charges will apply and are available on request.

10.9 Finance and Credit

10.9.1 You hereby consent to and shall procure that your owners, directors, officers and assigns consent to, us carrying out searches with credit reference agencies relating to the credit worthiness of your Company and/or your owners, directors, officers and assigns and you undertake to supply or procure the supply of all information

requested for a credit search with a credit reference agency, who will add to your records and/or those records of your directors, officers and assigns details of the searches and these will be seen by other organisations that make searches.

10.9.2 It is agreed that where we approach a finance provider to arrange finance for the purchase of Equipment then we are acting as an agent for the Customer and not for the finance provider.

10.9.3 In the event that we are unable to obtain finance on the terms originally proposed or on other terms acceptable to you then we shall return any deposit received from you without further liability to you. Where third party indemnities are required by the finance provider failure to provide such indemnities shall constitute a breach of these Conditions and shall entitle us to retain any deposit paid by you.

10.9.4 After delivery and installation (where applicable) is completed any failure by you to complete the finance agreement documentation and/or commence payment in accordance with the terms of the finance agreement shall render you liable to pay to us the full value of the order (plus VAT) within seven (7) days of presentation of an invoice.

10.10 Inbound Rebates

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.

10.11 Offsetting

Where we owe you any monies, you agree that we may offset this against any monies you may owe us before we make any payment to you.

10.12 Online Orders and Payments

Where you place an order and make a payment online for that order and we accept your order, we

will confirm your order and receipt of payment by email at which point your contract will be binding. You may also get a payment confirmation from the third party payment processing company. Where we do not accept your order we reserve the right to return a payment to you. You should contact us immediately if you have any concerns regarding the order or payment. Where you fail to advise us of any issues regarding your online payment we are not liable for any consequences of any such payment but will make reasonable endeavours to rectify any of your concerns.

10.13 Trial Periods

Where you take a product or service on a trial basis for a reduced or zero charge for a fixed period, unless otherwise advised to you in writing, you need to give us notice in writing if you wish to cancel the product or service at the end of the trial. If you fail to give us notice then we will automatically invoice you for the product or service at the end of the trial for the remainder of the agreed contract term.

10.14 Other Charges

We reserve the right to make a nominal monthly charge for paper itemised billing; our basic online billing is provided as standard to all customers free of charge. We also reserve the right to apply a £5.00 per month minimum charge if your monthly invoice would be less than £5.00.

10.15 Fees and Payment for NFON Service

10.15.1 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 after the site survey. Additional charges, such as but not limited to excess construction charges, may be applied, following the site survey. All prices are quoted are exclusive of VAT. Prices are valid for 30 days only.

10.15.2 Following Acceptance, you must pay the Service Fee monthly in advance, the Installation Fee upfront and any usage fees, if applicable, monthly in arrears. If specified in this Agreement,

you may pay the Installation Fee monthly in advance in lieu of the upfront fee.

10.15.3 Unless otherwise agreed by us in writing, any discount specified on this Agreement shall only apply during the Initial Term, and shall not apply to subsequent NFON Service periods.

10.15.4 After the Initial Term, we shall be entitled to revise any fees for the NFON Service only under this Agreement to reflect our then current standard rates by giving you not less than thirty (30) days' written notice.

10.15.5 We shall be entitled to increase the Service Fee at any time with immediate effect where we can reasonably demonstrate that such an increase is due to an increased cost of providing the NFON Service caused by a third party supplier, or legal or regulatory change. Any such increase in the Service Fee will not exceed the increased cost incurred by us in providing the NFON Service.

10.15.6 We may require you to pay a deposit and / or require you to procure that your parent company or related company guarantees the payment of any fees under the Agreement. You agree to enter into (and / or procure the execution of) any agreement or deed reasonably required for any such purpose.

10.15.7 All charges due to us for traffic routed via any IP address to be used with the NFON Service shall be paid in full by you by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of us or our employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by us.

10.15.8 Should any of your Site configurations change following site survey and additional engineering time or equipment is required to fulfil the installation, to avoid the need for a re-scheduled appointment, you agree to any additional works that may be carried out by our engineer up to a value of £200.00 without us

seeking further confirmation from you. Should the value exceed £200.00 then we will only carry out this additional work on your written or email confirmation.

11. Your other responsibilities

11.1 Our equipment and instructions

You agree to comply with our reasonable instructions relating to the Services and any equipment we supply to you in connection with the Services.

11.2 Entry to your premises

(a) If our engineers or sub-contractors have to enter your premises you agree to let them 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.

(b) 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.

(c) When our work is completed, you will be responsible for putting items back and for any necessary re-decorating.

11.3 Misuse of the Services

Nobody must use the Services:

(a) to make abusive, defamatory, obscene, offensive, indecent, menacing, disruptive, nuisance or hoax Calls, emails or other communications or Calls, emails or other communications in breach of privacy or any other rights;

(b) to send, knowingly receive, upload, display, download, use or re-use material which is abusive, defamatory, obscene, offensive, indecent or

menacing or in breach of copyright, privacy or any other rights;

(c) to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any Service or to adversely affect our other customers or customers of our suppliers;

(d) for the carrying out of fraud, an unlawful activity or a criminal offence or in a way which does not comply with the terms of any legislation;

(e) in a way that does not comply with any instructions given by us to you under paragraph 11.1;

(f) to obtain access, through whatever means, to restricted areas of the underlying network; or

(g) 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. The action we can take if this happens is explained in paragraph 15. 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.

11.4 Indemnity

(a) If you use the Services for business purposes, you must indemnify us against any claims that anyone (other than you) threatens or makes against us because the Services are faulty or cannot be used by them.

(b) Where you take any product or service for which you are billed by us but where you are directly contracted to third party for that product or service, including but not limited to maintenance and insurance, you agree to indemnify us from any direct or indirect claims in relation to this product or service. You also agree not to make any deduction from any monies owed to us as a result of any dispute you may have with any such third party.

11.5 Line rentals

When we provide your Line rentals, 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.

11.6 Call charges

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 but not limited to any perceived loss of savings).

11.7 Existing Contractual Obligations

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.

11.8 Resilience

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 13.2, we will not be liable for any loss or damage (financial or otherwise) where you fail to do so.

11.9 Emergency Calls

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. In accordance with

paragraph 13.2, we will not be liable for any loss or damage (financial or otherwise) where you fail to do so.

11.10 User Names, Passwords and Pin Codes

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 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 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 which are subject to the terms of this paragraph.

REPAIRING FAULTS

12. Repairing faults

12.1 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.

12.2 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 in our tariffs in force at the time.

12.3 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.

12.4 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.

12.5 Where Call routing utilises IP, you acknowledge that call quality and availability can be subject to factors outside of our control e.g. 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.

12.6 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 12 month warranty period, the new router is chargeable and will show on the next invoice.

LIMITATION OF LIABILITY

13. Liability

13.1 We accept liability for personal injury or death as a result of our negligence. We also accept liability for fraud or fraudulent misrepresentation. We do not limit that liability and paragraphs 13.2 and 13.3 do not apply to that liability.

13.2 We have no liability (howsoever caused including (without limitation) by negligence) for any loss of business, profits, revenue or savings you expected to make, wasted expense, financial loss, data being lost or damaged, lack of availability of IT and/or communications systems

not provided by us, damage to reputation or for any liability for any loss that is not reasonably foreseeable or for any indirect or consequential loss.

13.3 Any liability we have of any sort (including any liability because of our negligence) is limited to £1000.00 for any one event or any series of related events, and in any twelve (12) month period to £5000.00 in total.

13.4 Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby excluded to the maximum extent permitted by law.

13.5 Each part of this Agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.

13.6 We are not responsible for any pricing, typographical, or other errors and reserve the right to reject any orders where such an error may have occurred.

13.7 The provisions of this paragraph 13 shall continue to apply notwithstanding termination of this Agreement.

14. Matters beyond our reasonable control

If we cannot fulfil, or are delayed in fulfilling, or are interrupted in continuing to fulfil, our obligations under this Agreement because of something beyond our reasonable control such as, without limitation, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, national or local emergency, anything done by government or other competent authority, acts or omissions of other communications suppliers or network operators, or industrial disputes of any kind, (including those involving our employees or suppliers), we will not be liable for this.

CHANGING AND TERMINATING THE AGREEMENT

15. Breach of the Agreement

15.1 We may suspend any or all of the Services or terminate the Agreement immediately at any time by notifying you in writing if:

(a) you commit a material breach of this Agreement or any other agreement you have with us and fail to remedy the breach within a reasonable time of being asked to do so;

(b) we believe that the Service(s) are being used in a way forbidden by paragraph 11.3. This applies even if you do not know that the Service(s) are being used in such a way;

(c) bankruptcy or insolvency proceedings are brought against you, or if you do not make any payment under a judgment of a court on time, or (if you are a business) you make an arrangement with your creditors, or a receiver or administrator is appointed over any of your assets, or you go into liquidation.

15.2 If you fail to pay any charges due to us by the due date we may (without losing or reducing any other right or remedy) suspend any Service (in whole or in part) without notice if;

(a) you fail to make any payment requested within seven (7) days of the date of a letter, e-mail or other appropriate correspondence requesting such payment;

(b) two (2) consecutive direct debit requests are rejected; and/or

(c) you fail to pay any payment on the due date where there have been two (2) preceding failures which were remedied within the seven (7) day period.

15.3 We reserve the right to charge interest at the rate of five percent (5%) above the bank of England base rate per annum on any charges not paid by the due date for payment until the date when they are received by us.

15.4 If we suspend any Services, we will not provide them again until you rectify the situation that caused us to suspend the Services or you have satisfied us that you will do so or that the Services will not be used in a way that is forbidden by paragraph 11.3.

15.5 If we suspend any Services because you breach this Agreement, the Agreement will still continue and you must still pay us any rental charges as and when they arise unless and until the Agreement is terminated.

15.6 If this Agreement or any of the Services are terminated in accordance with this paragraph 15 during the Minimum 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:-

(a) Each Service for which a monthly rental charge is payable - number of months remaining of Minimum Term for that Service multiplied by the monthly rental; and/or

(b) Call Spend number of months remaining on Minimum Term multiplied by the monthly Minimum Spend (or the average of your last three months call spend where there is no Minimum Spend) and/or

(c) Repayment of any subsidised charges or any other contribution we may have made towards any other costs, as described in paragraph 18.2.

(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 tariff.

15.7 Following a suspension of services, we will only re-activate your services after you have paid the re-activation charges as may be advised at the time.

16. Cancelling the Services before they are provided

16.1 You may cancel the Services or an individual Service at any time up to seven (7) working days either after you receive or (if earlier) you are deemed to receive these Conditions (and the Service Agreement and other documents comprising this Agreement) or, if sooner, up to but not including the date on which we commence our supply of the Services to you, provided that you notify us in writing of such cancellation within such period and return any equipment that we may have sent to you, undamaged and in its original packaging by sending it special delivery to us at 69-75 Boston Manor Road, Brentford, Middlesex, TW89JJ. You will be deemed to have received these Conditions at the time you sign our Master Service Agreement and Order Schedule. These conditions are available for download from <https://crystallinecomms-public.sharepoint.com>. Please note that if you have commenced using any Service or equipment after receiving these Conditions, you will be deemed to have accepted these Conditions and agree that you will also lose your right of cancellation (statutory or otherwise) as set out in this paragraph 16.1.

16.2 If the circumstances described in paragraph 16.1 apply, and if you are a domestic user, no cancellation charge will be payable for the Services although if you do not return any equipment that we may have sent to you, we shall be entitled to charge you for the costs we incur in collecting them from you or invoice the cost. This does not affect your statutory rights. However, if you have ordered the Service(s) for business use you must pay us for any work we have done or costs we have incurred up to the date of cancellation.

17. Terminating the Agreement after the Services are provided

17.1 Termination at end of Contract Term Expiry

(a) Either party may terminate this Agreement in respect of a Service by giving the other party not less than thirty (30) days notice in writing to take effect on or at any time after the end of the Minimum Term for the relevant Service. Where a Service has a notice period of greater than thirty

(30) days then this notice must be provided on that Service.

(b) If we give you notice to terminate under paragraph 17.1(a), you must pay rental up to the end of the notice period in addition to any charges for Calls made during the notice period. If you give us notice to terminate under paragraph 17.1(a), you must pay rental until thirty (30) days from the date we receive your notice, or until the end of the notice if that is later, in addition to any charges for Calls made during the notice period.

(c) If you fail to give us notice you must pay rental until thirty (30) days, or longer where a service has a greater notice period, after you have ceased to use our Service.

(d) Some Services may incur cease charges as detailed in the Tariff and these will be chargeable on termination unless otherwise agreed in writing.

17.2 Termination before end of Contract Term Expiry

If you want to terminate this Agreement in respect of a Service prior to the end of the Minimum Term for the relevant Service (other than because we have materially altered the conditions of this Agreement under paragraph 19.3) you must give us at least thirty (30) days notice in writing and we will levy a cancellation charge calculated in accordance with the following:-

(a) Each Service for which a monthly rental charge is payable - number of months remaining of Minimum Term for that Service multiplied by the monthly rental; and/or

(b) Call Spend ÷ number of months remaining on Minimum Term multiplied by the monthly Minimum Spend (or the average of your last three months call spend where there is no Minimum Spend); and/or

(c) 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 18.3 and in accordance with the terms of the subsidised installation, and/or

(d) The appropriate notice period charge for each Service, and/or

(e) Repayment of any discount or other benefit you may have received which was based on a minimum contract term commitment, and/or

(f) Any applicable cease charges as may be detailed in the Tariff.

17.2.1 Should you fail to pay the early termination cancellation charges with 10 days (or 5 days for non direct debit payment) of the date of invoice we reserve the right to suspend your Services.

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

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

17.5 We also have the right to terminate this Agreement or any of the Services immediately on notice to you in accordance with paragraph 15 and in these circumstances the thirty (30) day notice period will not apply.

17.6 Additional Termination Provisions

(a) The provisions of this paragraph 17.6 shall be without prejudice to the other provisions of this Agreement.

(b) At the end of this Agreement, you shall be responsible for arranging for the Services to be provided by another supplier (the New Supplier).

(c) In the event that we terminate this Agreement pursuant to the provisions of paragraphs 15.1 or 15.2, the provision of Services shall end with immediate effect upon the service of notice to you, in accordance with the provisions of those paragraphs.

(d) If we terminate this Agreement pursuant to paragraph 17.1(a) or if you terminate this Agreement 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.

(e) 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.

(f) Should you serve your required notice and fail to move your Services to a new supplier then you accept and agree that you will remain liable for all charges at our Standard rates until such time that the Services are transferred to a new supplier.

18. Minimum Term, Minimum Spend and Contract Renewal

18.1 The Minimum Term and Minimum Spend will be as specified on the Master Service Agreement, Order Schedules or Tariff(s) for each Service, or as otherwise agreed with you in writing. In the event that the Minimum Term is not on the Service Agreement or Order Schedules then the Minimum Term will be 12 months from your Contract Commencement Date. In the event that the Minimum Spend is not on the Service Agreement or Order Schedules then the Minimum Spend applicable to the Tariff(s) will apply. The Minimum Term for any new installation will be at least twelve (12) months or greater as may be specified in the Service Agreement or Order Form.

18.2 If you fail to reach the annualised Minimum Spend commitment in respect of a Service over the initial Minimum Term and any renewal Minimum Term for such Service then we reserve the right to bill you the difference between the actual amount you spent and the amount you committed to spend pursuant to the Minimum Spend over the Minimum Term.

18.3 If this Agreement or any individual Services are terminated during the Minimum 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 Tariff 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.

19. Changing the Agreement

19.1

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 Agreement will be changed when we confirm the change to you in writing.

19.2 Conditions

We may change the terms and conditions of the Agreement (or any document comprising part of the Agreement, including the Tariff for any Service) at any time on giving you no less than one (1) month's notice. We will notify you of any changes on your monthly invoice and will post any changes or new terms and conditions on <https://crystallinecomms-public.sharepoint.com/>. You agree that if you continue to use the Services following receipt of such notice you will be bound by the new/revised Conditions. We reserve the right to pass on any increase in our costs for the Services we provide to you at any time by no less than one (1) month's notice, the only exception being that detailed in 10.8(b).

19.3 Material Adverse Effect

Other than in the case of passing on cost increases, if a change has a material adverse effect on you or the Services we provide then the termination charges detailed in paragraph 18.1 will not be payable by you if you wish to terminate the Agreement or any of the Services before the end

of the Minimum Term applicable to each of the Services. Termination charges for any subsidised installation as described in paragraph 18.2 will remain in effect and will be payable by you.

20. Transferring the Agreement

You cannot, and cannot try to, assign or transfer (in whole or in part) this Agreement or the benefit of or the rights under this Agreement to anyone else. We may assign or transfer (in whole or in part) this Agreement to any Associated Company.

GENERAL CONDITIONS

21. Giving notice

Any notice given under this Agreement must be delivered by hand or sent by email or prepaid post as follows:

(a) to us at the address or email address shown on the Service Agreement or on your last invoice, or at any other address or email address we give you;

(b) to you at the address you have asked us to send invoices to or to the email address you have given us.

22. Entire Agreement

The Agreement (including these Conditions, the documents referred to in them, the Service Agreement, the Order Schedules and any conditions relating to specific Services) constitutes the entire agreement between you and us for the Services and supersedes any and all other written, recorded and oral communications between you and us in connection with the Services.

23. Severance

If any of these Conditions or any term or condition of this Agreement is deemed invalid, void, or for any reason unenforceable, that term or condition will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.

24. Reliance

You acknowledge that you have not been induced to enter into this Agreement by, nor have you relied upon, any representation, promise, assurance,

warranty or undertaking (whether written or oral) by or on behalf of us or any other person save for those set out in this Agreement, except in the case of fraud.

25. No waiver

If you breach these Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions.

26. Survival

Any Conditions which are expressed to survive expiry or termination shall survive expiry or termination of the Agreement however caused.

27. Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

28. Governing Law and Jurisdiction

28.1 Subject to paragraph 28.2, this Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

29. Applicable Conditions

29.1 This Agreement will continue in respect of each Service for the Minimum Term applicable to each Service and thereafter unless and until terminated in accordance with this Agreement.

29.2 These Conditions apply to the provision of all Services.

29.3 Where we publish separate conditions for specific Services, both conditions will apply but those conditions will take precedence over these Conditions in the event of inconsistencies between them.

29.4 These Conditions in their entirety shall take precedence over any terms which may form your purchase order for any of the Services.

30. Definitions

“Acceptance” means acceptance by you that the NFON Service has been completed successfully, in accordance with Clause 4.A.

Associated Company means, as appropriate, Crystalline Communications ultimate holding company or any subsidiary thereof.

BT means British Telecommunications plc.

“Call” means a signal, message or communication which is silent, spoken or visual on each Line that we agree to provide to you under this Agreement.

“Conditions” means these Conditions for Communications Services and any other conditions specific to other Services (Supplementary Conditions).

“Contract Renewal” means an automatic renewal of your contract for a further 12 months after the initial Minimum Term and each subsequent 12 month renewal thereafter.

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

“Equipment” means the preconfigured router, power over Ethernet switches (POE), handsets or any other Equipment we may provide as part of the NFON Service.

“Equipment Maintenance” means an optional feature providing on-going maintenance of some Equipment provided as part of the NFON Service and the Installation Service as further detailed in the “Equipment Maintenance Service Description”.

“Installation Fee” means the combined charge for the survey, equipment and the Installation Service, including excess construction charges, as specified on in this Agreement 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 NFON Service, normally carried out between 0900 and 1730 on a Working Day.

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

"Minimum Spend" means in relation to each Service the monthly minimum spend commitment as outlined in the Service Agreement, or the Order Schedule, or the Tariff or otherwise in any agreed tariff plan referred to in the Service Agreement or Order Schedule constituting the minimum amount you agree to pay to us each month for that Service regardless of your actual use of the Service.

"Minimum Term" means each minimum initial and subsequent period of service for each Service as shown on the Service Agreement and Order Schedule, the initial period to start on the date on which the relevant Service is first made available to you for use. For the avoidance of doubt, unless otherwise agreed the Minimum Term will be 12 months or such other period as may be notified to you in accordance with paragraph 19.2.

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

"Rental Equipment" means the equipment identified on the Service Agreement and Order Schedule 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 Agreement, subject to the provisions of this Agreement.

"Required Date" means the date you wish the NFON Service to commence.

"Sale Equipment" means the equipment identified on the Service Agreement, Order Schedule or otherwise notified to you in writing that we will sell to you, subject to the provisions of this Agreement.

"Service" or "Services" means all or part of the Services explained in paragraph 1 or identified in

the Service Agreement and Order Schedule and any related services that we agree to provide to you under this Agreement.

"Service Agreement" means (i) where you place an order with us by telephone, the confirmation of order accompanying these Conditions for Communications, or (ii) where you place a written order, the document you sign when you become our customer, in each case detailing, amongst other things, the Services you wish to receive, the minimum period you wish to receive the Services for and the Tariff at which you will be charged and which forms part of this Agreement.

"Service Demarcation Point" is the point(s) to which we will maintain the NFON Service(s). The Service Demarcation Point will be based on the different components that make up the NFON Service and how these are deployed. The Service Demarcation Point for the main NFON Service is typically identified as the connection between the access and the NFON Service, managed by our Session Boarder Controllers (SBCs) within the network. Where we have supplied access to the NFON Service, the point of demarcation will be the customer side port on the pre-configured CCL supplied router. Where we provide the access and the Installation Service and you take Equipment Maintenance then the Service Demarcation Point will be the CCL provided handset. In all cases CCL will honour any manufacturer warranty on the CCL provided handsets.

"Service Fee" means the monthly recurring fee for the NFON Service which may be individual fees for individual NFON Services or a combined fee covering multiple NFON Services.

"Site" means any of your locations to which a Service is provided by us.

"Tariff" means our tariff referred to in the Service Agreement and Order Schedules and as amended from time to time under paragraph 19.2 above. For the avoidance of doubt, any tariff sheet provided by you is not a valid Tariff.

“Working Day” means any day falling on or between Monday to Friday, but excluding all English public and bank holidays.

“we” and “us” and Crystaline Communications Limited and “our” means Crystaline Communications Limited, whose registered office is 69-75 Boston Manor Road, Brentford, Middlesex, TW89JJ

“you” and “your” means the customer we make this Agreement with. It includes a person who we reasonably believe is acting with the customer's authority or knowledge.