

Master Agreement

1. Definitions and interpretation

1.1. In this master agreement (“**Master Agreement**”), the following words shall (unless indicated to the contrary) shall have the following meanings:

Applicable Laws – all applicable laws, statutes, regulations, and codes from time to time in force including without limitation any applicable telecoms regulations which govern the provision and use of electronic communications services and networks (including the General Conditions of Entitlement).

Business Day – a day, other than a Saturday, Sunday or public holiday in England or Wales.

Cancellation Fee – a fee as specified in the applicable Special Terms to relevant Equipment and/or Services for the cancellation of any order or termination of a Service before the expiry of a Minimum Period.

Charges – the Equipment Price and/or Service Price payable for the Services and/or Equipment, as set out in an Order Form.

Commencement Date – as defined in clause 2.1.

Company – Linc Telecom Limited incorporated and registered in England and Wales with company number 12471277 whose registered office is at 3 Stangate House, Stanwell Road, Penarth, United Kingdom, CF64 2AA.

Company IPR – as defined in clause 10.1.

Company Personal Data – the personal data which the Company processes in connection with this Master Agreement and any Sales Agreement, in the capacity as a controller. This will include the personal data of the Customer’s officers, employees, agent, sub-contractors and other representatives.

Customer – the customer who wishes to purchase/hire the Equipment and/or purchase the Services from the Company, as set out above.

Customer Default – as defined in clause 4.5.

Customer Personal Data – any personal data which the Company processes in connection with the Sales Agreement in the capacity of a processor on behalf of the Customer.

Data Protection Legislation - means all laws relating to the privacy and processing of Personal Data which directly apply to a party, including (if and to the extent applicable) (a) the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (together, “**UK Data Protection Law**”); and (b) the General Data Protection Regulation ((EU) 2016/679 (**EU GDPR**)); and in each case, regulations, codes of conduct or guidance issued by a Supervisory Authority in the relevant jurisdiction relating to the processing of Personal Data and privacy. The following terms have the meaning ascribed to them in the UK Data Protection Law: **controller, processor, data subject, personal data, personal data breach and processing.**

Effective Date – the date(s) stated in an Order Form for each of the specific Services and/or provision of Equipment to be provided under that Sales Agreement. If not specified, the Effective Date shall be as follows: (i) in respect of any Equipment supplied or leased to the Customer, the date of delivery of the Equipment; and (ii) in respect of any Services provided, the relevant go-live date of any Services (being the date that any installation or setup works have been substantially completed and the Company has notified the Customer that such Services are ready to be used).

Equipment – any physical devices or equipment including without limitation telephony equipment, photocopiers, routers, switches, mobile telephone or data devices, copiers, closed-circuit television (**CCTV**), printers and other peripherals together with cabling and connections which may be supplied to the Customer by the Company under any Sale Agreement.

Force Majeure Event - as defined in clause 11.1.

General Conditions of Entitlement - Ofcom’s general conditions of entitlement as amended from time to time.

Intellectual Property Rights - patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Equipment Price – the total price of the Equipment, as set out in an Order Form.

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Minimum Notice – unless stated to the contrary in the Sales Agreement, at least three calendar months, notice to be given in writing and expiring at the end of the then-current Minimum Period or Renewal Period.

Minimum Period – unless stated to the contrary in an Order Form, a period of three years (36 months) from the relevant Effective Date.

Order Form - the Company's standard template order form (as updated by the Company from time to time).

Related Third Party Agreement – any agreement with a third party, including without limitation any finance company or mobile telephone or internet service network provider which may be necessary for the purchase or enjoyment of the Equipment and/or Services by the Customer.

Renewal Period – as defined in clause 3.5.

Sale Agreement – as defined in clause 3.2.

Service Level Agreement – the Company's service level agreement as made available to the Customer either directly by the Company or made available on the Company's website www.linntelecom.co.uk or such other website address as may be notified to the Customer from time to time.

Services – means any services including without limitation fixed line, internet or mobile telephony and data services, maintenance and installation which may be supplied to the Customer by the Company under any Sale Agreement.

Services Price – means the total price for any Services, as set out in an Order Form.

Small Business Customer - a Customer identified in an Order Form as not being a communications provider and who has 10 or fewer individuals working for that Customer (whether as employees, volunteers or otherwise) as further particularised in the Applicable Laws.

Special Terms – the Special Terms which may apply depending on the Services and/or Equipment purchased/hired by the Customer and which are set out in the Schedules of this Master Agreement. The applicable Special Terms (if any) will be listed in an Order Form.

Term – means the Minimum Period together with any Renewal Period(s).

Third Party Provider – any relevant third party telecommunications operator or network service provider from which the Company procures the Services or any part of them for onward supply to the Customer or that are used as part of the Services.

TUPE – means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/46*) (as amended).

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Master Agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9. A reference to **writing** or **written** includes e-mail but not fax, unless specifically stated to the contrary.
- 1.10. References to clauses, and schedules are to the clauses, and schedules of this Master Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Master Agreement.

2. Commencement and Duration

- 2.1. This Master Agreement shall commence on the earlier of the following: (i) the date the first Order Form is signed (in accordance with clause 3.1 below); or (ii) the date the Company provides Services and/or Equipment to the Customer; or (the "**Commencement Date**").

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2.2. This Master Agreement shall continue from the Commencement Date until (unless terminated earlier in accordance with clause 8) all Sales Agreements are either terminated or expired.

3. Sales Agreements

- 3.1. The Customer may procure any of the Services and/or Equipment by agreeing an Order Form with the Company (but the Company shall not be under any obligation to accept an Order Form). To enter into force or be legally binding, the Order Form has to be signed by the parties' authorised representatives.
- 3.2. When an Order Form is executed by the parties' authorised representatives in accordance with clause 3.1 above, a separate legal contract is formed between the Company and the Customer ("**Sales Agreement**").
- 3.3. Each Sales Agreement shall be comprised of:
- 3.3.1. the relevant Order Form;
 - 3.3.2. the relevant Special Terms (as listed in the Order Form); and
 - 3.3.3. the terms and conditions set out in this Master Agreement.
- 3.4. In the event of any conflict between the provisions of any of the documents referred to in clause 3.3, then the terms in the Order Form shall take priority over the terms in the Special Terms and the Master Agreement and the terms in the Special Terms shall take precedence of the terms in the Master Agreement.
- 3.5. Subject to clause 3.6 and 3.7 below, in relation to each Sales Agreement, unless otherwise terminated in accordance with the terms set out clause 8 of this Master Agreement or the terms set out in the relevant Sales Agreement:
- 3.5.1. the Sales Agreement shall be legally binding on the date it is signed by both parties;
 - 3.5.2. the Service and/or any Equipment leased or hired to the Customer, will start on the relevant Effective Date for the Minimum Period; and
 - 3.5.3. following the Minimum Period, the relevant Service and/or any Equipment leased or hired to the Customer, under the Sales Agreement shall be automatically renewed for successive periods of 36 months (each a "**Renewal Period**").
- 3.6. A single Order Form may contain a number of Services provided under it. Where a Sales Agreement contains multiple Services with different Minimum Periods, the Sales Agreement shall continue until all Services under it have terminated or expired.
- 3.7. If the Customer is a Small Business Customer, then the Services under the Sales Agreement shall not automatically renew without the Customer's prior written consent.
- 3.8. The terms and conditions set out in this Master Agreement and each Sales Agreement apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

4. Customer Obligations

- 4.1. The Customer shall:
- 4.1.1. ensure that the terms of the Order Form are complete and accurate;
 - 4.1.2. co-operate with the Company in all matters relating to the provision of the Services and/or Equipment;
 - 4.1.3. provide the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, IT infrastructure and systems, network, data and other facilities as reasonably required by the Company to provide the Services and/or Equipment;
 - 4.1.4. provide to the Company in a timely manner all documents, information, items and materials the Company reasonably requires in order to supply the Services and/or Equipment, and the Customer shall ensure that such information is complete and accurate. The Customer further agrees that the Company may use information provided by the Customer for credit clarification and debt collection purposes and that the Company may disclose such information to third parties acting on our behalf for such purposes;

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- 4.1.5. prepare the Customer's premises for the supply of the Services and installation of the Equipment in accordance with the Company's instructions or good industry practice;
 - 4.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services and/or Equipment, before the relevant Effective Date;
 - 4.1.7. comply with all Applicable Laws, including health and safety laws;
 - 4.1.8. ensure that its IT infrastructure and systems and any of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used and conforms to any applicable standards and requirements (including under any Applicable Laws);
 - 4.1.9. not sell or resell the Services, Equipment or any part of them to a third party without the Company's prior written approval; and
 - 4.1.10. not use any of the Services and/or Equipment in any way that may, in the Company's reasonable opinion, damage the Company's reputation or the reputation of any of its licensors and/or Third Party Providers.
- 4.2. The Customer is responsible for backing up any data, including contacts and telephone numbers which the Customer may save to any memory in the Equipment and the Company shall not be liable to the Customer for any loss of such data in any circumstances.
- 4.3. The Customer acknowledges that the Company is not responsible for any defects or issues relating to equipment and/or services not provided by the Company under a Sales Agreement (including, but not limited to, any failure of equipment or software attached to or integrated to the Equipment where such equipment or software was not supplied by the Company). However, the Company, may at its sole discretion, agree to provide assistance to the Customer with resolving such defects and/or issues, and such services shall be charged at the Company's standard hourly rates (as set out in the Service Level Agreement).
- 4.4. The Customer must ensure that from the relevant Effective Date, it is not under contract with any existing supplier of services similar to the Services being provided under the Sales Agreement. Unless otherwise set out in a Sales Agreement, the Customer is responsible for all costs, charges and penalties that may arise as a result of or in connection with the termination of the Customer's existing contract (including without limitation any early termination payments or charges owed to the previous supplier).
- 4.5. If the Company's performance of any of its obligations under a Sales Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 4.5.1. without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
 - 4.5.2. the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations under the Sales Agreement; and
 - 4.5.3. the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 4.6. The Customer acknowledges that part or all of the Services may be provided by a third party. In such event, the Customer shall comply with the terms set out in the Sales Agreement and the Related Third Party Agreement as stated from time to time. The Company reserves the right to amend a Sales Agreement where (for example) the third party amends its Related Third Party Agreement, or the Company changes suppliers. The Company may notify the Customer in writing of such amendments or notify the Customer via its website from time to time. The Customer shall indemnify the Company in full against all losses, liability, damages, costs, claims, and expenses (including reasonable legal fees) in relation to any claim from any third party (including any Third Party Provider) against the Company arising out of or in connection with any breach by the Customer of these terms or the Related Third Party Agreement.

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5. Company Obligations

- 5.1. The Company shall:
 - 5.1.1. use reasonable endeavours to provide (or procure the provision of) the Services and/or Equipment, as set out in the Sales Agreement;
 - 5.1.2. use reasonable endeavors to provide (or procure the provision of) the Services:
 - 5.1.2.1. with reasonable care and skill;
 - 5.1.2.2. in accordance with any agreed service levels;
 - 5.1.2.3. materially in compliance with any service description;
 - 5.1.2.4. by personnel who are appropriately qualified and skilled in the area into which they are employed;
 - 5.1.3. comply with Applicable Laws in the provision of the Services and/or the Equipment; and
 - 5.1.4. where the Company attends the Customer's premises, the Company will:
 - 5.1.4.1. comply with reasonable security requirements notified to the Company in advance; and
 - 5.1.4.2. use reasonable endeavours to attend a Customer's site at the times so agreed.
 - 5.1.5. keep complete and accurate records of call and billing data so as to ensure accurate billing.
- 5.2. The Company reserves the right to amend the Services if necessary to comply with any Applicable Laws or regulatory requirement.

6. Payment of Charges

- 6.1. In consideration of the provision of Services and/or Equipment pursuant to a Sales Agreement, the Customer shall pay the relevant Charges as set out in the relevant Order Form which forms part of the Sales Agreement.
- 6.2. Where the Charges are calculated on a fixed price basis, the amount of those Charges shall be set out in the relevant Sales Agreement.
- 6.3. Unless otherwise specified in the relevant Sales Agreement, all Charges shall be invoiced in advance by the Company on a monthly basis and the Company shall send invoices by email to the Customer. The Company shall only send hard copy invoices by post if requested by the Customer. The Company reserves the right to levy an administration fee of £10.00 per invoice for preparation and sending of hard copy invoices.
- 6.4. All Charges shall be payable by Customer by way direct debit unless so otherwise agreed by the Company and set out in a Sales Agreement.
- 6.5. The Company will normally take payment of the Charges 14 days after the date of invoice and it is the Customer's responsibility to ensure there are sufficient funds in the relevant bank account to cover the direct debit payment to be taken. The Company may levy an administration fee of £50.00 for any direct debit request returned as unpaid.
- 6.6. All Charges:
 - 6.6.1. must be paid by the Customer without any set-off, counterclaim, withholding (other than any deduction or withholding of tax as required by law); and
 - 6.6.2. are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.
- 6.7. If the Company agrees to accept cheque or bank transfer payment initiated by the Customer for the Charges, it reserves the right to charge an administration fee of £50.00 per invoice to process such payments.
- 6.8. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Company any sum due under a Sales Agreement on the due date:
 - 6.8.1. the Company reserves the right to charge interest at the rate of statutory interest (in accordance with The Late Payment of Commercial Debts (Interest) Act 1998, calculated daily and compounded monthly on any unpaid Charges, from the date payment is due until payment is received, both before and after any judgment); and

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- 6.8.2. the Company may suspend part or all of the Services until payment has been made in full (as further detailed in clause 8.1 below).
- 6.9. In respect of each Sales Agreement, the Company may increase the Charges:
- 6.9.1. on an annual basis with effect from each anniversary of the relevant Effective Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, plus 3.9% and the first such increase shall take effect on the first anniversary of the relevant Effective Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index. If the Retail Price Index is negative, the increase in Charges shall be 3.9%; and
- 6.9.2. at any time, to take account of any increase in costs of any Third Party Provider applicable to the Services which the Company shall be entitled to pass on to the Customer.

7. General Limitation of the Company's liability

- 7.1. Reference to liability in this clause 7 include every kind of liability arising under or in connection with this Master Agreement and each Sales Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2. All warranties conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract between the Company and the Customer.
- 7.3. Nothing in the contract between the Company and the Customer excludes or limits the liability of the Company for:
- 7.3.1. death or personal injury caused by the Company's negligence;
- 7.3.2. or for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- 7.3.3. for fraud or fraudulent misrepresentation.
- 7.4. Subject to clause 7.3 and 7.6:
- 7.4.1. in relation to each Sales Agreement, the Company's total liability to the Customer in respect of all defaults occurring within any contract year shall not exceed the annual cap. For the purposes of this clause, the **annual cap** is 100% of the total charges in the contract year in which the defaults occurred; a **contract year** means a 12-month period commencing with the date of the Sales Agreement or an anniversary of it; and the **total charges** means all sums paid or payable by the Customer to the Company under the relevant Sales Agreement; and
- 7.4.2. for all other loss or damage arising in connection with this Master Agreement and which does not fall within clause 7.4.1, shall not exceed £5,000.
- 7.5. The Company shall not be liable to the Customer for any:
- 7.5.1. loss of profits;
- 7.5.2. loss of sales, business or contracts;
- 7.5.3. loss of or damage to goodwill;
- 7.5.4. loss of anticipated savings;
- 7.5.5. loss of use or corruption of software, data or information; and
- 7.5.6. indirect or consequential losses.
- 7.6. Subject to clause 7.3, to the extent that the Company uses Third Party Providers (or any other third party telecommunication infrastructure providers) to provide any or all of the Services under a Sales Agreement, the Company's liability in relation to those particular Services or part Services will be limited to the actual amount that the Company can recover from the applicable Third-Party Provider under its contract with the Third-Party Provider, taking commercially reasonable steps which will be the Customer's sole and exclusive remedy in relation to any issues with such Services. Any exclusions or limitations that apply to the position in relation to those particular Services or part Services will apply under the Sales Agreement.

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7.7. The Customer agrees that the exclusions and limitations of liability set out in this clause 7 are reasonable and reflect the fair assumption of risk by the Company in supplying the Equipment and/or Services to the Customer for the prices so specified.

8. Suspension and Termination

- 8.1. The Company may at any time by written notice (in addition to any other rights) (i) terminate any Sales Agreement in respect of all or any of the Equipment and/or Services; and/or (ii) suspend its performance of all or any obligations under it immediately and without liability for compensation or damages if:
- 8.1.1. the Customer fails to comply with its obligations under the relevant Sales Agreement and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
 - 8.1.2. where the Customer enters into a Relevant Third Party Agreement pursuant to a Sales Agreement, the Customer fails to comply with its obligations under such Relevant Third Party Agreement and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so by the Company or the relevant third party;
 - 8.1.3. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of a Sales Agreement (as applicable) is in jeopardy;
 - 8.1.4. there is a change of control of the Customer; or
 - 8.1.5. if any Related Third Party Agreement either between (i) the Company and a third party and/or (ii) the Customer and a third party, in each case, relating to the provision of the Services provided under the relevant Sales Agreement, expires or is terminated (for whatever reason).
- 8.2. The Customer may terminate a Sales Agreement (either in whole or in part) if the Company introduces revised terms and conditions (in accordance with clause 14 of this Master Agreement) and these terms and conditions are materially prejudicial to the Customer in which event the terms set out in Sales Agreement will continue to apply during the 30 day notice period (as set out in clause 14).
- 8.3. The right to terminate a Sales Agreement in clause 8.2 above shall not apply:
- 8.3.1. unless the Customer provides written notice to the Company within 30 days of receiving notice of the proposed variation; and
 - 8.3.2. where the variation to the terms and conditions arises as a consequence of the Company needing to comply with any Applicable Laws or regulatory requirement.
- 8.4. If the Company suspends any Services under a Sales Agreement:
- 8.4.1. the Company shall not provide the relevant Services again until it is reasonably satisfied the circumstances leading to suspension have been rectified;
 - 8.4.2. normal Charges will continue to be charged during any period of suspension; and
 - 8.4.3. the Company reserves the right to charge a reasonable reconnection or recommencement fee.
- 8.5. Without prejudice to any other rights and remedies available to it, a party may terminate a Sales Agreement (or where a Sales Agreement covers multiple Services, a Service provided under a Sales Agreement) upon giving the other party the Minimum Notice, such notice to expire at the end of the then-current Minimum Period or Renewal Period.
- 8.6. Any early termination of a Sales Agreement (or where a Sales Agreement covers multiple Services, any early termination of a Service provided under a Sales Agreement) by the Customer may be subject to a Cancellation Fee as set out in the relevant Special Terms. The Customer agrees and acknowledges that such Cancellation Fee is calculated as a genuine estimate of the Company's expected losses which may be caused by early termination and is not a penalty.

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9. Obligations on termination and survival

9.1. On termination of a Sales Agreement for any reason:

9.1.1. the Customer shall cease using the relevant Services and all licences granted under the relevant Sales Agreement shall immediately terminate;

9.1.2. the Company shall cease providing the relevant Services;

9.1.3. the Customer shall return all Equipment to the Company (unless this has been purchased by the Customer and the Company has received payment in full). If the Customer fails to do so, the Customer shall (at the Company's option) immediately deliver up the Equipment to the Company in good working order or pay the Company the outstanding balance in respect of the Equipment; and

9.1.4. the Customer shall immediately pay the relevant Cancellation Fee (if any) and all of the Company's outstanding unpaid invoices and interest and, in respect of the Services and Equipment supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt.

9.2. The termination of a Sales Agreement shall not affect:

9.2.1. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Sales Agreement which existed at or before the date of termination; or

9.2.2. the coming into force or the continuance in force of any provision in the Sales Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

9.3. The termination of an individual Sales Agreement will not operate to terminate any other Sales Agreement or this Master Agreement. Where a Sales Agreement is terminated, the provisions set out in clause 9.1 shall only apply to the Sales Agreement being terminated and shall not apply to the Master Agreement or any other Sales Agreement.

9.4. This Master Agreement shall automatically terminate in the event that all Sales Agreements have expired or terminated.

10. Intellectual Property

10.1. The Customer acknowledges and agrees that the Company and its licensors own all Intellectual Property Rights in or arising out of or in connection with the Services (including any Equipment but excluding any Intellectual Property Rights in any materials provided by the Customer) ("**Company IPR**").

10.2. The Company grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the Term of the relevant Sales Agreement to use the Company IPR for the sole purpose of receiving and using the Services for its own internal business purposes.

10.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2 without the Company's prior written consent.

10.4. The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the Term of the relevant Sales Agreement for the purpose of providing the Services to the Customer.

11. Force Majeure

11.1. The Company shall not be liable to the Customer if it is unable to perform its obligations under a Sales Agreement because of something beyond the Company's reasonable control including, but not limited to, lightning, flood or exceptionally severe weather conditions, line failure, fire or explosion, civil disorder, epidemic or pandemic, war or military operations, national or local emergency, anything done by government or other competent authority (including British Telecommunications plc or any other infrastructure or network provider) or their contractors or industrial disputes of any kind (including those involving our employees) or non-performance by suppliers or subcontractors ("**Force Majeure Event**").

11.2. On the occurrence of a Force Majeure Event, the Company shall use its reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations, however time for performance of such obligations shall be extended accordingly.

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12. Assignment and subcontracting

- 12.1. The Company may assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Master Agreement and/or any Sales Agreement without the prior written consent of the Customer.
- 12.2. This Master Agreement and each Sales Agreement is personal to the Customer who may not without the Company's prior written consent, assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Master Agreement or a Sales Agreement.

13. Third party rights

No person other than the Company, its assignees and the Customer shall acquire any enforceable rights under or in connection with this Master Agreement or any Sales Agreement.

14. Variation

The Company reserves the right to vary the terms of this Master Agreement or any Sale Agreement at any time upon thirty days prior written notice, subject to the Customers right of termination in the circumstances referred to in clause 8.2. Such notice may be given by email to the Customer's contact email address set out in the Order Form and/or by posting to the Company's website, and shall be deemed received on the date of sending (in the case of email) or posting (in the case of website publication). The Company will (at its option) either provide a copy of the updated Master Agreement and/or Sales Agreement directly to the Customer or make them available to the Customer to view on the Company's website.

15. Notices

- 15.1. Without prejudice to the Company's rights under clause 14, any demand or notice given under this Master Agreement or any Sales Agreement shall be in writing and may be served:
 - 15.1.1. personally; or
 - 15.1.2. by registered or recorded delivery "signed for" mail.
- 15.2. Each party's address for the service of notice shall its registered office address (if a company) or its principle place of business (in any other case), or such other address as it specifies by notice to the others.
- 15.3. A notice shall be deemed to have been served:
 - 15.3.1. if it was served in person, at the time of service; and
 - 15.3.2. if it was served by post, on the second Business Day after it was posted.
- 15.4. The Company does not accept service of notices by fax or email.
- 15.5. In the case of any dispute as to service of a demand or notice, the burden of proof shall lie with the giver of the notice and may be satisfied only by:
 - 15.5.1. in the case of personal service, a receipt signed by any employee of the recipient; and
 - 15.5.2. in the case of post by the production of a receipt and proof of posting for postage using a service where the recipient must sign to accept delivery.

16. Confidentiality

- 16.1. The Customer will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Master Agreement or a Sales Agreement and will not without the written consent of the Company:
 - 16.1.1. disclose that information to any person (other than on a need to know basis to employees, contractors and supplier and advisors who are subject to obligations of confidentiality); or
 - 16.1.2. use it for any other purpose other than to exercise its rights and perform its obligations under or in connection with this Master Agreement or Sales Agreement (as applicable).

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16.2. This clause will not apply to:

- 16.2.1.any information, which has been, published other than through a breach of this Master Agreement or Sales Agreement (as the case may be);
- 16.2.2.information lawfully in the possession of the Customer before the disclosure under this Master Agreement or Sales Agreement (as the case may be) took place;
- 16.2.3.information obtained from a third party who is free to disclose it; and
- 16.2.4.information, which the Customer a party is, requested to disclose and, if it did not, would be required by law to do so.

16.3. This clause will remain in effect for 2 years after the termination or expiry of (i) the relevant Sale Agreement or (ii) this Master Agreement, whichever terminates or expires latest.

17. Data Protection

- 17.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 17.2. Without prejudice to clause 17.1, the Company shall process all Company Personal Data in accordance with its privacy policy, which can be accessed here: <https://linc-group.itpie.wales/privacy-policy>
- 17.3. Unless otherwise set out in an Order Form, the parties acknowledge that in respect of each Sales Agreement and for the purposes of the Data Protection Legislation, the Customer is the Controller and the Company is the Processor in relation to Customer Personal Data. Details of the processing are set out below:
 - 17.3.1.**Scope, nature and purpose of processing:** for the purposes of providing the relevant Services.
 - 17.3.2.**Duration of the processing:** the duration of the Sales Agreement together with any additional period required for compliance with any Applicable Laws.
 - 17.3.3.**Types of personal data:** any of the following: email address, telephone numbers, names, home addresses, ID documents such as driving licence; and bank details. It may include other categories of personal data if required for the provision of the Services.
 - 17.3.4.**Categories of data subjects** prospective or existing customers, suppliers and such other third parties of the Customer:
- 17.4. Without prejudice to the generality of clause 17.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Company and/or lawful collection of the Customer Personal Data by the Company on behalf of the Customer for the duration and purposes of the relevant Sales Agreement.
- 17.5. Without prejudice to the generality of clause 17.1, the Company shall, in relation to any Customer Personal Data processed in connection with the performance by the Company of its obligations under the relevant Sales Agreement:
 - 17.5.1.process that Customer Personal Data only on the documented written instructions of the Customer which are set out in clause 17.3 above, unless the Company is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Company is relying on Applicable Laws as the basis for processing Customer Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless the Applicable Laws prohibits the Company from so notifying the Customer;
 - 17.5.2.ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data;
 - 17.5.3.ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential; and
 - 17.5.4.not transfer any Customer Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 17.5.4.1. the Customer or the Company has provided appropriate safeguards in relation to the transfer;

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- 17.5.4.2. the data subject has enforceable rights and effective legal remedies; and
 - 17.5.4.3. the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Personal Data that is transferred;
 - 17.5.5. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 17.5.6. notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - 17.5.7. at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Sales Agreement unless required by Applicable Laws to store the Customer Personal Data; and
 - 17.5.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 17 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Company, an instruction infringes the Data Protection Legislation.
- 17.6. The Customer consents to the Company appointing third-party processors of Customer Personal Data under the relevant Sales Agreement. Where the Company appoints a third-party processor, it shall ensure that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating appropriate processor-to-processor provisions, that comply with with Data Protection Legislation.

18. TUPE

- 18.1. On the relevant Effective Date, the Customer agrees and acknowledges that, if there is any relevant transfer of employees to the Company under TUPE or such other similar legislation or if any person claims that there is such a transfer, the Company will not be required to take on such employees and shall be entitled to terminate any contract with the relevant employees.
- 18.2. The Customer will indemnify the Company in full for and against all claims, costs, expenses, or liabilities whatsoever and however arising incurred or suffered by the Company including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
- 18.2.1. the termination by the Company of the employment of any employees whose contracts of employment transfer (or are claimed to transfer) to the Company; and
 - 18.2.2. anything done or omitted to be done in respect of any of the employees whose contracts of employment transfer (or are claimed to transfer) to the Company which is deemed to have been done by the Company by virtue of any employment regulations.

19. No Partnership or Agency

- 19.1. Nothing in this Master Agreement or any Sales Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 19.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20. Entire Agreement

- 20.1. This Master Agreement and each Sales Agreement constitutes the entire understanding between the parties with respect to the supply of any Equipment and/or Services under it and supersedes all prior agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Master Agreement or a Sales Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Master Agreement or any Sales Agreement.

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21. Severance

If any provision of this Master Agreement or Sales Agreement (as applicable) is found by any court tribunal or administrative body of competent jurisdiction to be wholly or partly illegal invalid void voidable unenforceable or unreasonable it shall to the extent of such illegality invalidity voidness unenforceability or unreasonableness be deemed severable and the remaining provisions of the Master Agreement or Sales Agreement (as applicable) and the remainder of such provision shall continue in full force and effect.

22. Waiver

22.1. A waiver of any right or remedy under this Master Agreement, Sales Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22.2. A failure or delay by a party to exercise any right or remedy provided under this Master Agreement, Sales Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Master Agreement, Sales Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23. Rights and Remedies

Each right or remedy available to the Company under this Master Agreement and each Sales Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. Law and jurisdiction

24.1. This Master Agreement and each Sales Agreement (and any dispute or claim (including non-contractual disputes or claims arising out of or in connection with this Master Agreement or Sales Agreement or its subject matter or formation) shall be governed by English and Welsh law.

24.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Master Agreement or its subject matter or formation and each Sales Agreement or its subject matter or formation.

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Schedule 1

Special Terms – Equipment supply

These Special Terms shall apply in respect of any Equipment which the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Cancellation Fee – unless otherwise agreed in writing by the Company, the Cancellation Fee shall be the full amount of the Charges for the Term or where the Customer has made a partial payment, the Cancellation Fee shall be the remaining balance of the Charges for the Term.

2. Linc Rental

- 2.1. The Company may at its discretion offer to rent Equipment to the Customer under "Linc Rental".
- 2.2. An offer of Linc Rental may be conditional upon the Customer also taking maintenance Services in respect of the Equipment.
- 2.3. During such rental period, the Customer shall:
 - 2.3.1. maintain the Equipment in satisfactory condition and insured against all risks for its full price from the date of delivery or deemed delivery;
 - 2.3.2. make no alterations, modifications or additions to the Equipment without the Company's prior written consent;
 - 2.3.3. keep the Equipment at all times at the Customer's site and shall not move or attempt to move any part of the Equipment to any other location without the Company's prior written consent;
 - 2.3.4. not, without the prior written consent of the Company, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - 2.3.5. not use the Equipment for any unlawful purpose;
 - 2.3.6. ensure that at all times the Equipment remains identifiable as being the Company's property and if applicable, not remove, deface, or obscure any identifying mark on or relating to the Equipment;
 - 2.3.7. deliver up the Equipment at the end of the rental period at such address as the Company requires, or if necessary allow the Company or its representatives access to the Customer's site or any premises where the Equipment is located for the purpose of removing the Equipment.
- 2.4. The Customer acknowledges that the Company shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors and should the Equipment be lost or damaged, the Customer shall be responsible for their replacement or repair. Further, during any time in which the Equipment is unavailable due to their loss or damage, the Customer shall be liable to continue to make payments due under the relevant Sale Agreement.

3. Delivery

- 3.1. Delivery shall be effected when the Equipment is received at the Customer's premises or such location directed by the Customer, irrespective of whether the Equipment is signed for or not. Any dates for delivery provided by the Company are estimates only and not a contractual obligation of the Company.
- 3.2. If the Customer fails to accept delivery of the Equipment within three Business Days of the Company notifying the Customer that the Equipment is ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Sales Agreement in respect of the Equipment:

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- 3.2.1. delivery of the Equipment shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Customer that the Equipment was ready; and
- 3.2.2. the Company shall store the Equipment until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 3.3. The Company may deliver the Equipment by instalments, which may be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4. Installation

- 4.1. Where applicable, the Company will require access to the Customer's site to complete supply and/or installation of the Equipment. The Customer will allow the Company access to its premises at all reasonable times upon request for such purposes. Any dates the Company gives the Customer for delivery and installation of the Equipment are estimates only. The Company is not liable for any inconvenience or loss the Customer may suffer as a result of failure to deliver and install the Equipment on any estimated delivery date.
- 4.2. The Company reserves the right to charge a reasonable fee for any installation date that are cancelled by the Customer once a date has been agreed or where access to the Customer's site or installation point is not possible on attending.
- 4.3. Whilst undertaking the installation works it is possible that unforeseen complications or problems could arise which could not reasonably have been identified during the course of any survey or estimate carried out by the Company. In such case, the Company shall inform the Customer as soon as practicable and this may mean that the installation works can only be completed at an additional cost, or, may not be able to be completed at all.
- 4.4. Should the circumstances envisaged in paragraph 4.3 arise the Company will provide a quotation for any additional installation works. The Company reserves the right not to complete the installation works until the Customer agrees to pay for such additional installation works.
- 4.5. The Company will take reasonable steps to make good any damage caused by it during the course of installing the Equipment.
- 4.6. The Customer is responsible for removing or protecting any delicate, fragile, valuable or sensitive items at its premises to allow installation to take place. If any such items cannot be moved, the Customer must inform the Company.
- 4.7. The Company is only liable for damage to Customer's property and the reasonable costs of repair or replacement (less wear and tear) of the item if the Company is negligent. The Company will not be liable for damage as a result of moving equipment under the Customer's instructions, against advice and where moving the equipment in such a manner is likely to cause damage.

5. Retention of Title and Risk

- 5.1. Where the Customer:
 - 5.1.1. is purchasing the Equipment, ownership of the Equipment will not pass to the Customer until the Company has received the Equipment Price in full, in cleared funds together with any other charges the Customer is required to pay (including but not limited to, any Service Price); and
 - 5.1.2. is hiring the Equipment from the Company, the Equipment shall at all times remain the property of the Company.
- 5.2. The risk in the Equipment passes to the Customer on completion of delivery (or where installed by the Company, on completion of installation).
- 5.3. Until ownership of the Equipment passes to the Customer, the Customer shall use the Equipment in accordance with requirements set out in paragraph 2.3 above.

6. Warranty

- 6.1. Subject to the provisions of paragraph 6.2 and 6.4 below, the Company warrants that at the date of installation, the Equipment is in good working order and fit for the purpose for which it is required and all other warranties, conditions or

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terms relating to fitness for purpose, quality or condition of the Equipment, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

6.2. The warranty in paragraph 6.1 shall not extend to:

- 6.2.1. Linc Rental Equipment (unless specifically offered in writing);
- 6.2.2. any modifications or additions to the Equipment;
- 6.2.3. peripheral items and consumables parts;
- 6.2.4. defects resulting (in the Company's reasonable opinion), from misuse or neglect of or accident to the Equipment or failure to follow instructions or advice of the Company or any Equipment manufacturer;
- 6.2.5. the Equipment being subjected to abnormal physical or electrical stress, including power surges and strike by lighting;
- 6.2.6. the Equipment being damaged due to accident, neglect, misuse by any person, acts of god, failure or fluctuation of electrical power, floods (including those caused by failure of the building water supply or plumbing infrastructure) or causes other than ordinary use;
- 6.2.7. any failure or defective working of the Equipment due to any fault, failure or change in the electrical supply and or network service and connections and/or host PABX systems;
- 6.2.8. the Equipment differs from their description as a result of changes made to ensure they comply with Applicable Laws or regulatory requirements;
- 6.2.9. the Customer makes any further use of such Equipment after giving notice of rejection to the Company in writing in accordance with paragraph 6.3; and
- 6.2.10. Equipment that is the subject of a separate maintenance agreement between the Customer and Company, in which case, if there is a fault with the Equipment, it will be repaired/replaced in accordance with the terms of the maintenance agreement.

6.3. Subject to paragraph 6.2 and paragraph 6.4, if:

- 6.3.1. the Equipment is not materially in accordance with the warranty provided in paragraph 6.1;
 - 6.3.2. the Customer has notified the Company within 3 days of delivery of such non-conformance; and
 - 6.3.3. the Company has had a reasonable opportunity to examine the Equipment (which may require the Customer to return the Equipment to the Company at the Customer's cost),
- the Company shall make this good at its sole discretion by either repairing, replacing or refunding the price of the defective Equipment. This will be the Customer's sole and exclusive remedy in respect of Equipment provided that does not comply with the warranty provided in paragraph 6.1.

6.4. Where any Equipment is covered by a third party manufacturer warranty, the Company will use reasonable endeavours to pass the benefit of any such warranty to the Customer. The Customer acknowledges that such manufacturer warranty may contain exclusions from cover for misuse and similar. In the event that the Customer notifies the Company of a fault with the Equipment, subject to any exclusions within the manufacturer's warranty applying, the Company's only responsibility in relation to the same will be to liaise with the third party to facilitate the return and repair/replacement of such Equipment (which will be the Customer's sole and exclusive remedy).

6.5. In the event that a warranty is not available from the manufacturer (including where the warranty has expired or does not apply as a result of any exclusions within the warranty applying), and the Customer has not entered into a separate maintenance agreement with the Company, then following the expiry of the warranty period set out in paragraph 6.3 above, the Customer will be responsible for the Equipment including any faults with it and the replacement and/or repair of the Equipment.

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7. Term and Termination

7.1. Where:

7.1.1. the Sales Agreement is for the purchase of Equipment only, the Minimum Period shall be from the Effective Date until the later of (i) the last day of the warranty provided by the third party manufacturer in respect of the Equipment (if any) and (ii) the date the Company receives payment in full for the Equipment. The Sales Agreement shall not automatically renew and the provisions of clause 3.5.2 of the Master Agreement shall not apply; and

7.1.2. the Sales Agreement covers the Company hiring the Equipment to the Customer pursuant to Linc Rental, the provisions of clause 3.5 of the Master Agreement shall apply.

7.2. Where this Sales Agreement is terminated (for whatever reason) prior to the end of the Term, the Customer shall immediately pay to the Company the Cancellation Fee.

Master Agreement

Schedule 2

Special Terms - Telephony Services

These Special Terms shall apply to any Telephony Services that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Call Charges - means Charges payable by the Customer for the calls made (and as the case may be, received) by the Customer in using the Telephony Services, as set out in the Order Form.

Charges – the Licence Charges and/or the Call Charges (as applicable), as set out in an Order Form.

Customer Equipment - means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment.

Internet Telephony Technologies – means without limitation, broadband voice over internet protocol, session initiated protocol trunking, and “cloud” hosted telephony together with other internet carriage medium telephony technologies which the Company may utilise and offer from time to time.

Licences – the licences purchased by the Customer which entitle employees and independent contractors of the Customer to access and use the Telephony Services, as set out in the Order Form.

Licence Charges – the charges payable for each licence granted by the Company to the Customer, as set out in the Order Form.

PSTN - Public Switching Telephone Network.

Telephony Services - means the sending and receiving of telephony communication, which may be silent, spoken or visual by way of Internet Telephony Technologies.

2. Telephony Services

2.1. The Customer acknowledges that it is technically impracticable to provide an absolutely fault free Telephony Service and the Company is reliant upon third party telecommunication infrastructure providers over whom it has no control provide the Telephony Services.

2.2. The Customer shall:

2.2.1 not use the Telephony Services to make any nuisance calls;

2.2.2 not use the Telephony Services for any purpose which is improper and unlawful or offensive or in a manner which constitutes a violation or infringement of any act or regulation;

2.2.3 not send or receive upload download use or re-use materials which are offensive, indecent defamatory obscene, menacing or in breach of any law, regulation or code of practice;

2.2.4 not allow any unauthorised use of the Telephony Services and the Customer shall take reasonable security measures to prevent such use;

2.2.5 not misuse the Telephony Services in any way, including without limitation causing the volume of calls made to the telephone numbers allocated to the Customer to significantly exceed that which can be answered by the Customer where this would cause congestion to a network; and

2.2.6 not download, send or upload content of an excessive size, quantity or frequency in the Customer's use of the Telephony Services;

2.2.7 not use the Telephony Services in any way that constitutes artificial inflation of traffic;

2.2.8 not use the Telephony Services to send or receive data in a manner or volume that adversely affects the network or other customers; and

2.2.9 not use the Telephony Services to gain unauthorized access to restricted network areas.

2.3. The provision by the Company of a telecommunications system (either in whole or part) is not a part of this Sale Agreement.

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2.4. The Telephony Services shall be provided using the reasonable skill and care of a competent telecommunications service provider.

2.5 Any Equipment supplied by the Company in connection with the Telephony Services shall be subject to the terms and conditions set out in *Schedule 1: Special Terms - Equipment Supply*.

2.6 The Company grants to the Customer a non-exclusive, non-transferable right to permit the Customer's employees and independent contractors to access the Telephony Services identified in the Order Form solely for the Customer's business use.

2.7 In relation to Licences, the Customer's access to the Telephony Services shall be limited to the number of individual Licences specified in the Order Form.

2.8 Any additional Licences requested by the Customer shall be made in writing. The Company shall evaluate such requests and may respond to the Customer with approval or rejection of the request. Where the Company approves the request, it will as soon as reasonably practicable, activate the additional Licences.

2.9 If the Company approves the Customer's request to purchase additional Licences, the Customer shall, within 30 days of the date of the Company's invoice, pay to the Company the relevant fees for such additional Licences.

2.10. The Customer acknowledges that when using Internet Telephony Technologies the performance of the Telephony Service is subject to performance of the broadband internet connection at the Customer's premises and the Customer further acknowledges the risk that failure in the Customer's internet service may also cause a failure or decrease in performance of the Telephony Services. The Customer agrees that the Company is not liable for any loss or damage caused by such the failure or decrease of performance.

2.11. The Customer's Local Area Network (LAN) infrastructure must (i) have sufficient capacity to support Internet Telephony Technologies and the Company recommends that voice and data traffic should be separated within the LAN environment and (ii) be connected to an independent and dedicated internet connection and router. The Customer agrees that the Company is not liable for any failure or decrease in performance caused by Customer LAN deficiencies.

2.12. The Customer must only use telephone numbers which have been allocated to it. The Company will use its reasonable endeavour to ensure that the Customer is able to use the same telephone number after a change to Internet Telephony Technologies but cannot guarantee this. If the Customer wishes the Service to carry voice traffic with a Presentation Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at <https://niccstandards.org.uk/wp-content/uploads/2023/08/ND1016-V5.1.1.pdf> (as may be updated from time to time), the Customer must contact the Company and before such Telephony Service shall be made available, the Customer shall sign a declaration to be provided by the Company relating to its use of the Telephony Service.

2.13. The Telephony Services support 999/112 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 Customer connectivity to the internet for whatever reason. In such circumstances the Customer should use their PSTN line or mobile phone to make the emergency call. Furthermore it may on occasions not be possible for emergency services personnel to identify the Customer's location and telephone number so this information should be stated promptly and clearly by the Customer when making such a call.

2.14. The Company and/or its Third Party Providers reserve the right to decide and implement the routing of outgoing calls made via lines the Company supplies, the details of any relevant IP address and the relevant broadband circuit. The Company accepts no liability for any costs incurred should a number change for any reason during the Service.

3. Customer Equipment

3.1. Unless the Company otherwise agrees in writing, the Customer may only connect telephones extension wires and sockets or other equipment to the Company's network using the main telephone socket. The Company reserves the right to withdraw its agreement to this, upon giving reasonable notice.

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3.2. Any equipment used with the Company's network must meet the Company's standards. If Customer Equipment does not meet those standards, the Customer must immediately disconnect it or allow the Company to do so at the Customer's expense.

3.3. The Company may charge to test Customer Equipment at the rates set out in the Company's price list available on the Company's website and/or in the Service Level Agreement.

3.4. Under this Sale Agreement for the provision of Telephony Services, the Company is not in any way responsible for the security of any telephony or data transmission hardware, whether supplied by the Company or any other person, including without limitation if a system is "hacked" or if unauthorised or fraudulent call or other charges are incurred whether through an internal or external cause. The Customer is responsible for all call, data and other charges incurred on its system whether due to fraud, abuse, or misuse of its system and the Telephony Services, whether known or unknown. The Customer is responsible for the security of your telephony and data transmission system and should take appropriate steps to protect it.

3.5 The Company shall not be responsible for the reconnection, repair and/or maintenance of any Customer Equipment used in connection with the Telephony Services. It is recommended that the Customer has adequate provisions in place for the migration and reconnection of any Customer Equipment.

4. Phone Number

4.1 The Customer acknowledges and agrees that any telephone numbers are allocated on the basis of a licence and the Customer has no right to sell or agree to transfer the phone number(s) provided to it for use with the Telephony Services (except where the Customer has the right to port that telephone number).

4.2 In the event that the Customer wishes the Company to transfer a telephone number from an existing provider, the Customer agrees to provide all necessary information and authorisation to facilitate the porting request. The Customer shall be liable for a porting fee of £100.00 per request (or such other amount as notified to the Customer by the Company), which represents a charge imposed on the Company by the losing provider that is passed on to the Customer.

4.3 The Customer acknowledges and agrees that any telephone numbers allocated to it may be withdrawn by OFCOM at any time and accordingly the Company does not warrant or represent that such telephone numbers can be provided to the Customer, nor can it guarantee the successful porting or migration of any telephone number.

4.4 By agreeing to any order for Telephony Services, the Customer warrants that the Customer and any end-user of the Telephony Services do not appear on any of the lists that may at any time be compiled and published by OFCOM of companies and/or individuals that have caused serious or repeated harm to consumers, or any lists confirming that the Customer or any end-user is under assessment by OFCOM (the "**Consumer Protection Lists**"). The Customer agrees to notify the Company immediately if the Customer or an end-user individual appears on any Consumer Protection Lists and the Customer understands and accepts that where the Customer or an end-user individual does appear on any Consumer Protection Lists, the Company reserve the right to withdraw any allocated telephone numbers to the Customer and/or an end-user individual, and in the Company's sole discretion, terminate the Sales Agreement, or any part of it (including just the Telephony Services). The Customer agrees to indemnify the Company and hold the Company harmless against any losses or liabilities that the Company incurs where the Customer is in breach of this paragraph 4.4.

5. The Phone Book and Directory Enquiries

5.1. The Company will submit the Customer's name, address and the phone number for inclusion in the directory enquiries unless the Customer requests otherwise.

5.2. Any special or enhanced entries in the directory enquiries may incur an extra charge and require the Customer to enter into a separate agreement for that entry.

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6. Faults

6.1. The Company is not a telecoms infrastructure provider and cannot guarantee and gives no warranty that the Telephony Services will never be faulty.

6.2. The Company reserves the right to charge for location and/or repair work undertaken on false fault reports or faults caused by the Customer.

6.3. The Company reserves the right in its absolute discretion to:

6.3.1. change the code or phone number or the technical specification of the Telephony Services for operational reasons;

6.3.2. interrupt the Telephony Services for operational maintenance or upgrading reasons or emergency;

6.3.3. give the Customer instructions considered necessary for health and safety and for the quality of the Telephony Services to the Customer or to others.

6.4. The Customer shall notify the Company of any interruption, fault or error with the Telephony Services in accordance with the Service Level Agreement, as amended from time to time. The Company shall use reasonable endeavours to correct or cure any interruption, fault or error with the Telephony Services in accordance with the Service Level Agreement, save that time shall not be of the essence.

6.5. The Customer recognises that if it uses equipment, software packages or applications (including but not limited to the Customer's LAN infrastructure) other than those provided or supplied by the Company with or in connection with the Telephony Services, the Company shall have no liability whatsoever for any failure (or any performance deficiency) of the Telephony Services resulting from the use of such equipment, software packages or applications (including but not limited to the Customer's LAN infrastructure) by the Customer.

7. Payment of Charges

7.1. In consideration for the provision of the Telephony Services, the Customer shall pay the Charges.

7.2. If the Company provides the Customer with any temporary Telephony Services, the Company reserves the right to require payment in advance for any temporary Telephony Services for the whole of the period for such Telephony Services.

7.3. The Company shall invoice the Customer and the Customer shall pay:

7.3.1. the Licence Charges payment monthly, quarterly or annually (as set out in the Order Form) in advance; and

7.3.2. the Call Charges monthly in arrears, based on the number of calls made and/or received by the Customer in the preceding month.

7.4. Call Charges will be calculated using the details recorded by the Company's telephone billing system.

8. Termination

8.1. Where the Customer is a Small Business Customer, the Customer may terminate this Sale Agreement (or where multiple Services are being provided under a Sales Agreement, the Telephony Services only) at any time prior to the Effective Date without payment of any Cancellation Fee, whether under these Special Terms or under Schedule 1: Special Terms - Equipment Supply.

8.2. Subject to paragraph 8.1 above, if this Sales Agreement relating to the provision of the Telephony Services is terminated prior to the end of the then-current Minimum Period or Renewal Period, the Customer shall pay a Cancellation Fee being a sum equal to (i) the whole amount that would have been payable by in respect of Licence fees and (ii) a sum equal to 100% of the Call Charges (based on the 3 month historic average) that would have been payable to the end of the then-current Minimum Period or Renewal Period.

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Schedule 3

Special Terms - Mobile Services

These Special Terms shall apply to any Mobile Services (as defined below) that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Airtime - means wireless airtime and network capacity procured from the Network Operator.

Mobile Services – the procurement by the Company of the Network Operator Services and/or Equipment.

Network Operator - the relevant mobile network operator who operates the wireless network or networks to which the SIM Cards are connected and from whom Airtime is procured by the Company for the benefit of the Customer.

Network Operator Services - the services provided by a Network Operator including Airtime, mobile telephone, text, data and other services as may be introduced or withdrawn by a Network Operator from time to time, to be used on the Equipment or as a SIM Only Service.

Number - the telephone numbers allocated to the Company by the Network Operator and in turn allocated by the Company to SIM Cards and used by the Customer to access the Network Operator Services.

SIM Card - means the subscriber identity module supplied by the Network Operator (and which shall at all times remain the property of the Network Operator), whether presented as a physical card or digital card embed in a device (known as an eSIM) which is allocated to the Customer, and which contains the Number.

SIM Only Service – means supply the Company of a SIM Card for the Customer to access Network Operator Services, without supply of any Equipment.

2. Equipment

- 2.1. Unless otherwise expressly stated on the Sale Agreement, the Company will supply a manufacturer's standard model of handset (typically in either black, grey or silver) and colour or trim features of the Equipment shall not form part of the specification of the Equipment.
- 2.2. On acceptance of the Customer's Order Form (and provided the Customer has not chosen a SIM Only Service), the Company will arrange and procure the supply of the Equipment. The Equipment may be locked to or otherwise customised to operate with a specific Network Operator or particular Numbers. Accordingly, if the Customer cancels the Order Form for the Equipment after acceptance of the Order Form or if the Customer terminates this Sales Agreement prior to delivery of the Equipment, the Company reserves the right at its sole discretion to charge and recover the Equipment Price from the Customer.
- 2.3. Any Equipment supplied by the Company in connection with the Mobile Services shall be provided in accordance with and subject to the terms and conditions set out in *Schedule 1 – Special Terms: Equipment Supply*.

3. Provision of Airtime and Network Operator Services

- 3.1. The Company shall from the commencement of the Network Operator Services, or if otherwise specified, the Effective Date, as applicable and throughout the Term use its reasonable endeavours to:
 - 3.1.1. procure the provision of the Network Operator Services from the Network Operator on a 24 hour per day 365 days per year basis; and
 - 3.1.2. procure the provision of a Number from the Network Operator for assignment to SIM Cards and use by the Customer with Equipment; and
 - 3.1.3. connect and activate each SIM Card on to the Network Operator Services and to allocate Numbers appropriately to each SIM Card.
- 3.1.4. In the event the Customer:

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- 3.1.4.1. wishes the Company to transfer the mobile number from an existing network to another on the commencement of the Network Operator Services, or if otherwise specified, the Effective Date, the Customer will promptly provide the Company with the porting authorisation code (**PAC**). The Customer may be also charged by an outgoing Network Operator to release numbers for use by a successor Network Operator. If the Customer does not provide the PAC to the Customer in a timely manner, the Company will not be able to facilitate the transfer of the mobile number. The Customer's further acknowledges that its service provider may reserve the right to charge a disconnection fee when moving to another network. For the avoidance of doubt, the Company has no control over the amount of any such fees imposed by such service provider; and
 - 3.1.4.2. wishes to add additional SIM Cards, such additional SIM Cards shall be bound by the terms of this Sales Agreement and the applicable Order Form and shall run for the Minimum Period from the date the SIM Card was connected.
- 3.2. The Company reserves the right to add to, substitute, or to discontinue any Network Operator Services or Network Operator at any time. The Company does not guarantee the continuing availability of any particular Network Operator Services and the Customer acknowledges that Company is not an infrastructure provider and is dependent upon the Network Operators and other third parties in this respect.
- 3.3. During the Term, the Customer authorises the Company to act on its behalf in all dealings with any Network Operator in connection with any matter that enables the Company to provide or to continue to provide the Customer with the Network Operator Services.
- 3.4. The Customer agrees that in using the Mobile Services:
 - 3.4.1. each SIM Card is capable of receiving text messages which may originate from a variety of sources; and
 - 3.4.2. the Company is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for specific content of any text messages sent to the Customer's SIM Cards, which originate from such sources.
- 3.5. The Customer agrees that in using the Mobile Service:
 - 3.5.1. the Company is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent by the Customer using the Mobile Services; and
 - 3.5.2. the Customer will use all reasonable endeavours not to use or permit any other person to use the Mobile Services fraudulently or in connection with a criminal offence to send any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax, in breach of any person's intellectual property rights or rights of privacy or is otherwise unlawful or to cause annoyance, inconvenience or needless anxiety; or other than in accordance with the acceptable use policies of any connected telecommunications networks.
- 3.6. The Customer shall not be permitted to transfer a SIM Card from the tariff to which that SIM Card was originally connected ("the **Original Tariff**") except in the following circumstances:
 - 3.6.1. where the Customer wishes to connect that SIM Card to a tariff for which the charges are the same as, or more expensive than, the Original Tariff; or
 - 3.6.2. where the Customer agrees to pay to the Company the difference between the line rental charges for the Original Tariff and the line rental charges for the less expensive tariff for the remainder of the Minimum Period or Renewal Period (as applicable) for that SIM Card; or
 - 3.6.3. where the Company agrees in writing that the SIM Card may be transferred to a tariff with lower line rental charges, subject always to any additional terms which the Company may specify and the Customer has accepted.
- 3.7. The Company may make a charge of £30 for each SIM Card which may due to any action or request of the Customer is to be swapped or replaced or additionally provided by the Company.
- 3.8. The Company shall use its reasonable endeavours to action any allowable changes to the Network Operator Services that a Customer may request but the Customer acknowledges that the Company is dependent on the Network Operator for these and, without giving any warranty, allowable changes may take as long as 48 hours to become effective.

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4. Service Standards

- 4.1. The Customer acknowledges that the Company is not a Network Operator and can accordingly only resell Network Operator Services as are made available to it. The Company warrants that it will perform its obligations in this Sales Agreement with reasonable skill and care and that it will use its reasonable endeavours to ensure that the Network Operator Services will conform in all material respects to the description of the same in the Sale Agreement.
- 4.2. Subject to paragraph 4.3 below, the Customer shall notify the Company of any interruption, fault or error with the Mobile Services in accordance with the Service Level Agreement, as amended from time to time. The Company shall use reasonable endeavours to correct or cure any interruption, fault or error with the Mobile Services in accordance with the Service Level Agreement, save that time shall not be of the essence.
- 4.3. The Customer acknowledges and agrees that the Company's ability to provide the Customer with support may be subject to the operating times and co-operation of the specific Network Operator.
- 4.4. The Customer acknowledges that if it takes a SIM Only Service from the Company, the Company shall have no responsibility or liability for the handset or other equipment used with the SIM card to enable receipt of the Network Operator Services, including in respect of any damage caused to the SIM card by the Customer's equipment.
- 4.5. The Customer acknowledges that the provision of the Network Operator Services is subject to the geographic extent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference that may from time to time adversely affect the provision of the Airtime in terms of line clarity and call interference.
- 4.6. The Company may, where reasonable, from time to time and without notice suspend provision of the Network Operator Services and at its discretion disconnect a SIM Card in any of the following circumstances:
 - 4.6.1. during any technical failure, modification or maintenance of the systems operated the Network Operator; and/or
 - 4.6.2. if the Customer fails to comply with the terms of this Sales Agreement after being given written notice of its failure (including, but not limited to, failure to pay any sums due hereunder) until such failure to comply is remedied; and/or
 - 4.6.3. if the Customer allows to be done anything which in the Company's reasonable opinion may have the effect of jeopardising the operation of the Network Operator Services, or the Network Operator Services are being used in a manner prejudicial to the interest of the Customer and/or the Company and/or the Network Operator; and/or
 - 4.6.4. because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network Operator) or for the Customer's own security.
- 4.7. The Company may at its discretion suspend any SIM Card access to the Network Operator Services or if the Company has reasonable cause to suspect fraudulent use of the SIM card or the Equipment, or either are identified as being lost or stolen.
- 4.8. During any period of suspension arising from the circumstances detailed in this paragraph 4, the Customer shall remain liable for all Charges levied in accordance with this Sales Agreement.
- 4.9. In the event of suspension or disconnection due to Customer fault, the Company may charge a re-connection charge of £75 for up to 5 SIM Cards and £10 per SIM Card in excess of 5 in number.

5. Customer's Obligations

- 5.1. The Customer undertakes with the Company that throughout the Term it will:
 - 5.1.1. be responsible, as licensee of the end-user licensed software for any encryption of information between the Customer's software and computer systems and any Equipment;
 - 5.1.2. notify the Company immediately (and confirm in writing within 24 hours) on becoming aware that (i) any Equipment containing a SIM Card, or (ii) for SIM Only Service, a SIM Card, has been lost, damaged or stolen or that any person is making improper or illegal use of the same or the Network Operator Services. The Customer will be responsible for any Charges incurred as a result of unauthorised use of that Equipment or SIM Card, or the information contained

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- within a SIM Card, until the Company has received a request from the Customer to suspend the Network Operator Services to that Equipment or SIM Card;
- 5.1.3. implement and maintain appropriate security and control over its networks, equipment, and business to prevent fraud and to prevent calls being generated by third parties;
 - 5.1.4. only use, store and maintain any equipment (including the Equipment) in accordance with good industry practice and any instructions the Company or an applicable Network Operator provide;
 - 5.1.5. adequately maintain all equipment utilised in connection with the Network Operator Services (including the Equipment) and ensure its compatibility in terms of technical specifications with the Network Operator Services;
 - 5.1.6. not use the Network Operator Services:
 - 5.1.6.1. in a manner which is inconsistent with a reasonable customer's good faith use of the same;
 - 5.1.6.2. fraudulently or in connection with a criminal offence;
 - 5.1.6.3. for the purpose of sending unsolicited text messages or calls; or
 - 5.1.6.4. for storing, transmitting, communicating or receiving any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches a person's intellectual property rights or rights of privacy or is otherwise unlawful.
 - 5.2. The Customer shall be responsible configuring its own computer and systems (including email) and software to operate with the Equipment and the Network Operator Services as it requires and to provide necessary training to its own staff in using the Equipment and Network Operator Services in integration with the Customer's own systems and in line with its policies.
 - 5.3. The Customer recognises that if it uses software packages or applications other than those provided or supplied by the Company with or in communication with any Equipment, the Company shall have no liability whatsoever for any failure of the Network Operator Services or any Equipment resulting from the use of such software packages or applications by the Customer.
 - 5.4. The Customer agrees that it will deactivate any lost, stolen or replaced Equipment from its computer systems.
 - 5.5. The Customer agrees that it is procuring the Equipment and SIM Cards solely for its own use and furthermore that it will not resell or otherwise act as any form of distributor in respect of the same.
 - 5.6. THE CUSTOMER ACKNOWLEDGES THAT IT IS LIABLE FOR ALL TELEPHONY AND DATA ROAMING CHARGES AND DATA USAGE CHARGES WHETHER AUTHORISED BY THE CUSTOMER OR OTHERWISE. The Customer agrees that if there is any excess use of data roaming or data usage which exceeds any limit on download or any applicable fair data use policy, it shall be liable for all such charges any excess charges, which shall be charged at the Company's standard rates available at such time.
 - 5.7. The Customer acknowledges that in order for the Company to comply with its obligations under the General Conditions of Entitlement, the Company has an obligation to notify the Customer once it reaches the allowable limits of data and/or begins roaming internationally ("**Notice**") The Customer may specify a suitable financial limit for its data usage and/or international roaming data and telephony services and the Company shall use reasonable endeavours to procure that such limit is applied by the Network Operator. The Customer shall have the right to opt-out and opt back in of receiving such Notice at any time.

6. Charges and Billing Arrangements

- 6.1. The Customer shall pay all Charges monthly by direct debit whereby the service is in advance, and usage is in arrears, all from the Effective Date.
- 6.2. All Charges for usage shall be based upon call and billing data recorded by Company and/or provided by or on behalf of the Network Operator. The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.
- 6.3. The Customer shall be responsible for all Charges, whether the Customer or someone else uses the Network Operator Services (including use following theft, loss of the Equipment). Charges relating to usage shall be calculated by the Company using details the Company has recorded or logged, and not details recorded by the Customer.

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7. Termination

- 7.1. In the event of any termination or cancellation of this Sales Agreement or any part of the Mobile Services (for whatever reason), the Customer shall pay a Cancellation Fee calculated as:
 - 7.1.1. in respect of each of the Equipment items affected by the termination or cancellation, the Customer shall pay the Company the Equipment Price less any fees already paid by the Customer in respect of such Equipment;
 - 7.1.2. a sum calculated as the sum of the minimum amount of the Charges which would have been payable for the remainder of the Minimum Period or Renewal Period (as applicable);
 - 7.1.3. any cancellation fees imposed by the Network Operator; and
 - 7.1.4. the amount of any commissions payable by the Network Operator to the Company as reseller of the Network Agreement which are either clawed back or would be payable but for such termination until the end of the Minimum Period or Renewal Period (as the case may be).
- 7.2. On termination or expiry of this Sales Agreement, if the Customer requests the Company to transfer mobile number(s) to a new network provider, the Company shall provide such assistance to the Customer, subject to the payment of £50 for each mobile number to be transferred.
- 7.3. Notwithstanding any provision in the Master Agreement, the Company may suspend access to the Network Operator Services (or any part of them) where:
 - 7.3.1. the Customer's use of the Network Operator Services (including any Equipment) will or may adversely affect the operation of any network or provision of the Network Operator Services;
 - 7.3.2. if the Company suspects fraudulent, criminal, immoral, or illegal activities are being carried out, or are likely to be carried out, via the Network Operator Services; and/or
 - 7.3.3. at any time, in the Company's absolute discretion, if the Company consider it necessary or desirable in order to monitor or reduce the incidence of fraud.

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Schedule 4

Special Terms – Data Network Service

These Special Terms shall apply to any Data Network Services that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Access Connection - means the medium by which access is gained to the telephony or data carriage infrastructure whether by physical or wireless microwave means.

Customer Equipment - means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment.

Data Network Services – the data network services provided to the Customer under the Sales Agreement as further particularised, and described in the Order Form

Ethernet - a dedicated fixed bandwidth data service that provides a symmetrical uncontended connection between devices.

Network - the applicable public electronic communications network relevant to your Data Network Services.

2. Installation and Provision of the Data Network Service

- 2.1. Subject to the conditions set out in this paragraph 2, the Company shall provide the Data Network Services from the Effective Date (or such other date as set out in the Order Form).
- 2.2. The Customer acknowledges that it is technically impracticable to provide a fault free Data Network Service and the Company does not warrant to do so.
- 2.3. The provision of the Data Network Service to the Customer will be subject to the characteristics of the Access Connection and Third Party Provider may determine that it is not possible to supply the Data Network Service. In this case, the Company will use its reasonable endeavours to provide the Customer with a suitable alternative service. If the Customer does not accept such alternative, then the Company may immediately terminate the relevant Services under the Sales Agreement and will not be liable to the Customer for any loss or damage of any kind suffered by the Customer as a result of termination.
- 2.4. The Customer acknowledges that during the installation of the Equipment for the provision of the Data Network Service the Customer Access Connection may suffer a temporary loss of telephone service, and/or interference to any other Access Connection services, which shall be reinstated as soon as reasonably practicable following installation. The Company will not be liable for any loss, interruption or interference during installation. The Customer also acknowledges that any telephone socket extensions that are incorrectly wired may be disconnected during installation.
- 2.5. The Company shall not be liable for any delay in the provision of the Data Network Service where the Data Network Service is supplied directly to the Customer Equipment and not via Equipment supplied by or on behalf of the Company.
- 2.6. To facilitate installation, the Customer will at its own expense:
 - 2.6.1. take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceilings and partition covers, as the Company or Third Party Provider advises are necessary, and carry out afterwards any making good or decorators work required; and
 - 2.6.2. provide any electricity and connection points required by the Company or Third Party Provider. The Company shall not be responsible for interruption or failure of the Data Network Service caused by a failure of such power supply.
- 2.7. If the Company is unable to proceed diligently and complete the installation as a result of a failure by the Customer to properly prepare the site or if the Company is unable to obtain access, the Company may charge a reasonable fee for any delay or time lost. The Customer must pay this fee in advance of any further visit by the Company.
- 2.8. The Customer shall at its own expense provide suitable accommodation, assistance, facilities and environmental conditions for the Equipment together with all the necessary electrical and other installations and fittings.

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- 2.9. The Company shall use its reasonable endeavours to comply with the Customer's reasonable requests in respect of installation but the Company or Third Party Provider's decision on the routing of cables and wires and the positioning of outlets and other apparatus including the Equipment shall be final and binding.
- 2.10. Installation of the Data Network Service may be subject to a survey carried out by the Company or Third Party Provider and the Data Network Service may not be provided where the survey carried out is incomplete or unsatisfactory. In such circumstances the Company shall be entitled to terminate the Sales Agreement of the provision of the Data Network Service will not be liable to the Customer for any loss or damage of any kind suffered by the Customer as a result of termination.
- 2.11. Where the Customer wishes to transfer the provision of any lines or services from another supplier to the Company, the Customer shall:
 - 2.11.1. provide to the Company such accurate information as is required by the Company to enable the migration from the current supplier; and
 - 2.11.2. be responsible for all costs, charges and penalties that may arise as a result of or in connection with such transfer (including without limitation any early termination payments or charges owed to the previous supplier).

3. Use of the Data Network Service

- 3.1. The Customer must not use the Data Network Service:
 - 3.1.1. in a way that does not comply with the terms of any Applicable Laws or any licence applicable to the Customer or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - 3.1.2. to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights;
 - 3.1.3. to send or procure the sending of any unsolicited advertising or promotional material other than in the case of the Customer to its own customers;
 - 3.1.4. in a way that does not comply with any instructions of the Company or Third Party Provider;
 - 3.1.5. in a way that in the reasonable opinion of the Company could materially affect the quality of any service, including the Data Network Service, provided by the Company or Third Party Provider;
 - 3.1.6. not use the Data Network Services in any way that constitutes artificial inflation of traffic; and
 - 3.1.7. not use the Data Network Services to send or receive data in a manner or volume that adversely affects the network or other customers.
- 3.2. Except as otherwise expressly permitted under these terms, the Customer may not:
 - 3.2.1. modify the Data Network Service without the Company's prior written consent;
 - 3.2.2. redistribute, copy, or use the Data Network Service or transfer or license rights to the use of the Data Network Service to any 3rd party;
 - 3.2.3. disclose details of the Data Network Service to any third party without the Company's prior consent; or
 - 3.2.4. use the Data Network Service except in conjunction with the Company's recommended operating guidelines.

4. Limitations of the Data Network Service and Faults

- 4.1. The Customer acknowledges and accepts that there are technical limits relating to the Data Network Service and accordingly that the Company shall not in any way be liable in respect of the following:
 - 4.1.1. transmission performance of some metallic local loops will mean it is technically impracticable to provide the Data Network Service to all locations;
 - 4.1.2. the Data Network Service cannot be provided over the same Access Connection as certain other telecommunications Data Network services. A list of these is available upon request;
 - 4.1.3. the Data Network Service is not available to sites where all or part of the Access Connection is provided over fibre optic cable or radio systems;

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- 4.1.4. the Data Network Service may also affect the performance of some PSTN Equipment; and
- 4.1.5. certain technical limitations may not become apparent until after the Data Network Service has been installed and is operational. Accordingly no warranty is given as to internet service speed and bandwidth which the Customer may experience.
- 4.2. In the circumstances listed in in paragraph 4.1 above the Company will not be liable to the Customer for the Data Network Service (or inability to provide the Data Network Service), the performance of the Data Network Service, its effect on other Data Network services or equipment or the withdrawal of the Data Network Service.
- 4.3. The Company and/or Third Party Provider may periodically interrupt the Data Network Service or change the technical specification of the Data Network Service for operational reasons including maintenance or Data Network Service upgrades or as a result of emergency. In these circumstances and where possible the Company will give the longest notice reasonably possible to the Customer though, the Company shall not be liable to the Customer for any such interruption.
- 4.4. The Company shall not be liable for any loss of or interruption of any degradation of the Data Network Service caused by the failure or limitations of any part of the Third Party Provider telephony or data carriage infrastructure which is beyond the control of the Company.

5. Charges

- 5.1. Charges are payable for the Term from the Effective Date.
- 5.2. Charges will be calculated in accordance with details recorded by, or on behalf of, the Company. The Company will invoice the Customer monthly in advance in respect of the Data Network Service. Where the Effective Date falls part way through a month, the first invoice will be calculated as follows: (i) pro-rata for the remainder of that month; and (ii) Charges for the full amount of the following month.
- 5.3. The Company will invoice additional charges in respect of any additional costs incurred by the Company in the carrying out of the Data Network Services, including without limit, any relocation of the existing telephone master socket to provide the Data Network Service.

6. Equipment

- 6.1. Any Equipment supplied by the Company in connection with the Network Data Services shall be provided in accordance with and subject to the terms and conditions set out in *Schedule 1 – Special Terms: Equipment Supply*.
- 6.2. Any Customer Equipment connected to or used in connection with the Data Network Service must be (i) approved by the Company and (ii) connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment. Any Customer Equipment which is attached (directly or indirectly) to the Data Network Service must be technically compatible with the Data Network Service and approved for that purpose under any relevant legislation or telecommunications industry standards.
- 6.3. The Customer shall be responsible for the repair and maintenance of any Customer Equipment used in order to obtain or use the Data Network Service.

7. Ethernet services

- 7.1. Where the Data Network Services include the supply of a router for a managed internet Ethernet circuit, unless otherwise specifically agreed with the Company, the following additional provisions shall apply:
 - 7.1.1. the router will be configured solely for basic IP routing, serving as a connection point for your equipment to the Ethernet circuit. The router is not intended for any alternative applications;
 - 7.1.2. the router will be provided with Network Address Translation (NAT) and Dynamic Host Configuration Protocol (DHCP) enabled, except when explicitly specified otherwise in a written agreement;
 - 7.1.3. the router represents the point at which the Company's responsibility for the provision of network services concludes;

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- 7.1.4. the Company's configuration activities are limited to establishing a fundamental IP configuration on the router. The Company will not grant access to the router's configuration interface. Additionally, advanced features such as wireless networking or integrated firewall functionalities will not be activated; and
- 7.1.5. unless otherwise agreed in writing between the parties, the Customer is solely accountable for the installation and administration of any required firewalls.
- 7.1.6. Where the Data Network Services include the supply of Ethernet services, the the Customer shall not:
 - 7.1.6.1. use the Data Network Services for any purpose which in improper and unlawful or offensive or in a manner which constitutes a violation or infringement of any act or regulation;
 - 7.1.6.2. send or receive upload download use or re-use materials which are offensive, indecent defamatory obscene, menacing or in breach of any law, regulation or code of practice;
 - 7.1.6.3. allow any unauthorised use of the Data Network Services and the Customer shall take reasonable security measures to prevent such use;
 - 7.1.6.4. violate or infringe the right or property of any person including any Intellectual Property Rights, privacy or confidentiality;
 - 7.1.6.5. undertake or attempt to undertake any actions that contradict the ownership, operation, or authorized usage of the Network by the Company or its Third-Party Provider. This includes, but is not limited to, attempting to impose a lien on the Network or engaging in conduct that breaches the warranty terms of any Equipment provided under the Sales Agreement;
 - 7.1.6.6. undertake any intentional or negligent conduct that results in or is likely to result in damage to the Company's physical assets, infrastructure, or reputation, or that causes harm, distress, or injury to the Company's employees, agents, or representatives or the Network; and
 - 7.1.6.7. transmit, receive, download, upload, or make communications in a way or volume that the Customer knows or should reasonably know will significantly harm the Company or its Third-Party Provider.

8. Broadband Services

- 8.1. Where the Data Network Services includes the supply of broadband services, the following additional provisions shall apply:
 - 8.1.1. in the event of any service-related disruptions, malfunctions, or issues affecting the broadband services, the Customer is required to adhere to the established troubleshooting and resolution protocols prescribed by the relevant Third-Party Provider. Should the Customer report any broadband service-related issues or faults to the Company, these will be managed in strict accordance with the Third-Party Provider's designated procedures. The Company's role will be confined to acting as an intermediary, facilitating the communication and coordination necessary for the Third-Party Provider's resolution process. The Company shall not be accountable for the outcomes, remedies, or actions taken by the Third-Party Provider in relation to such reported issues;
 - 8.1.2. due to circumstances beyond the control of the Company or the Third-Party Provider, broadband access services may become inoperative due to changes in third-party infrastructure. In such cases, the Customer acknowledge and agree that the broadband service may require withdrawal and re-provisioning, and the Customer agrees to cooperate in this process as efficiently as possible;
 - 8.1.3. broadband access services provided by the Third-Party Provider are subject to technical limitations and product incompatibilities as detailed in the Third-Party Provider's service literature. These limitations may affect the performance of the Equipment and/or Customer Equipment.
- 8.2. Where the Data Network Services includes the supply of wholesale line rental services (**WLR Services**), the following additional provisions shall apply:
 - 8.2.1. the Customer is not granted any ownership rights over any telephone number allocated for the line rental service. These numbers are governed by and can only be transferred with the written consent of the Third-Party Provider or in adherence to national numbering directives mandated by OFCOM. Modifications to the assigned number to that line will be provided to other communication service providers operating on that line, by the Third-Party Provider;

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- 8.2.2. the Customer shall be solely responsible for ensuring that all details supplied for directory listings is accurate and is kept up to date. The Company shall not be liable for any inaccuracies, errors, or omissions in directory listing information provided by the Customer;
 - 8.2.3. the Company will receive data logs pertaining to call activity from the Third-Party Provider. The uninterrupted delivery of these logs is not assured by either the Company or the Third-Party Provider and may be subject to temporary cessation due to system maintenance or failures;
 - 8.2.4. any faults or issues related to the WLR Services, including nuisance calls, must be reported directly to the Company. The Company will provide reasonable advice and assistance. Where the Third-Party Provider participates in nuisance call investigations, they may contact the Customer directly. The Company and/or the Third-Party Provider reserve the right to charge for nuisance call investigations, which shall be payable by the Customer;
 - 8.2.5. the WLR Services may be incompatible with other services, provided by the Company, the Third Party Provider or any other third party; and
 - 8.2.6. the installation of the WLR Services may be restricted due to technical or geographical limitations.
- 8.3. The limitations referenced in paragraph 8.1 and/or 8.2 may not be apparent until after specific broadband and/or WLR Services have been activated and in operation. Should the broadband service and/or WLR Services require withdrawal due to these limitations, the Company will refund any applicable charges paid in advance, provided these funds are received by the Company from the Third-Party Provider.

9. Support of the Data Network Service

The Customer shall notify the Company of any interruption, fault or error with the Data Network Services in accordance with the Service Level Agreement, as amended from time to time. The Company shall use reasonable endeavors to correct or cure any interruption, fault or error with the Data Network Services in accordance with the Service Level Agreement, save that time shall not be of the essence.

10. Term and termination

- 10.1. If the Customer is a Small Business Customer, the Customer may terminate this Sales Agreement (or where multiple Services are being provided under a Sales Agreement, the Data Network Services only) at any time prior to the Effective Date, without payment of a Cancellation Fee, whether under these Special Terms or under Schedule 1: Special Terms – Equipment Supply.
- 10.2. If this Sales Agreement is terminated (for whatever reason other than in accordance with paragraph 10.1 above):
 - 10.2.1. prior to the date on which the Third Party Provider provides the connection to the Data Network Services (“**Connection Date**”), the Customer shall pay the Company (i) its reasonable fees incurred in preparation of the Data Network Services (calculated at the Company’s standard hourly rates as set out in the SLA) and (ii) an amount equal to the direct expenses (plus VAT) incurred by the Company in the preparation of the Data Network Services;
 - 10.2.2. subject to paragraph 10.3 below, after the Connection Date but prior to the end of the Term, the Customer shall pay a Cancellation Fee being (i) the Charges payable under the Sale Agreement for the remainder of the Term and (ii) a disconnection fee of £100.00 plus VAT.
- 10.3. In the event that a Third Party Provider used to provide the Data Network Services reduces the amount that it is contractually entitled to charge the Company for the remainder of the Term, the Company shall notify the Customer and apply a similar discount to the Customer.

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Schedule 5

Special Terms – Maintenance Services

These Special Terms shall apply to any Maintenance Services that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Terms defined in the Master Agreement shall apply. In these Special Terms, the following words shall (unless indicated to the contrary) shall have the following meanings:

Demarcation Line - means the point of connection of the external telephony or data feed into the Equipment, being the patch lead or network connection.

Equipment – the Equipment so described in the Sales Agreement which is to be covered by the Maintenance Services.

Maintenance Services – means the maintenance services provided to the Customer under the Sales Agreement as further detailed in the Order Form and Service Level Agreement

Normal Working Hours - 9.00am to 5.00pm during a Business Day.

2. Provision of the Services

- 2.1. The Company will provide the Customer with Maintenance Services in respect of the Equipment only, during Normal Working Hours.
- 2.2. Any Equipment supplied by the Company in connection with the Maintenance Services shall be provided in accordance with and subject to the terms and conditions set out in *Schedule 1 – Special Terms: Equipment Supply*.
- 2.3. The Company shall provide the Maintenance Services on a “reasonable endeavours” basis, in accordance with the Service Level Agreement and the Customer acknowledges that some problems may be unable to be reasonably solved or repaired or may take time.
- 2.4. The Company shall use reasonable endeavours in performing the Maintenance Services to repair the defect or failure of the relevant Equipment at the Customer’s site but if this is not reasonably practicable in the time available during Normal Working Hours, the engineer will seek to make such arrangements for:
 - 2.4.1. a further visit to be made to the site during Normal Working Hours for the repair of the defect or failure; or
 - 2.4.2. if it is not reasonably practicable for the defective Equipment to be repaired on site, the removal of the Equipment (or where practicable the part of the Equipment in question) for the purposes of repair.
- 2.5. The Maintenance Services are limited to the provision and repair of the Equipment by the Company on a like for like basis, which may include the Company supplying reconditioned parts for Equipment and reconditioned Equipment. Any Equipment that is removed or replaced and any parts that are removed or replaced in Equipment in the carrying out of the Maintenance Services shall become or shall remain (as the case may be) the property of the Company.
- 2.6. The decision as to whether any of the Maintenance Services or additional services may be carried out remotely by modem “dial in” or online or will require site attendance, shall be solely for the Company to make. If the Customer requires or requests the Company to attend site for a job which the Company would otherwise carry out remotely, the Company may charge for such site visit at its standard labour rates available on its website at www.linctelecom.co.uk.
- 2.7. Subject to clause 7 of the Master Agreement, the Company shall not be liable for any delay in the performance of the Maintenance Services where such delay is attributable to no or poor or delayed availability of spare parts for any item of Equipment. The Customer acknowledges and accepts that the provision of the Maintenance Services may be dependent on the Company accessing and procuring equipment or other ancillary parts from third parties.

3. Exclusion from Services

- 3.1. The Maintenance Services will not extend to:
 - 3.1.1. modifications, alterations or additions to the Equipment by any person other than the Company;
 - 3.1.2. any analogue devices;

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- 3.1.3. any external networking hardware, routers or servers;
 - 3.1.4. any mobile, cellular or gateway devices;
 - 3.1.5. routine or elective programming or reconfiguration (for example changing telephone extension numbers) of the Equipment;
 - 3.1.6. peripheral items and consumables (lists of which are available from the Company);
 - 3.1.7. items which in the Company's opinion can no longer be subject to economical maintenance and for which the Company has submitted a refurbishment cost estimate payable in addition to the Charges;
 - 3.1.8. defects resulting, in the Company's reasonable opinion, from misuse or neglect of or accident to the Equipment or failure to follow the instructions or advice of the Company or the Equipment manufacturer relating to its use;
 - 3.1.9. the repair or replacement of parts which the Company can only reasonably carry out away from the site but which the Customer for security reasons or otherwise is unwilling to release to the Company;
 - 3.1.10. Equipment which has been subjected to abnormal physical or electrical stress, including power surges and strike by lightning;
 - 3.1.11. Equipment which has been damaged due to fair wear and tear, accident, neglect, misuse by the Customer, acts of god, failure of air-conditioning or fluctuations of electrical power, floods (including those caused by failure of the building water supply or plumbing infrastructure) or causes other than ordinary use; and/or
 - 3.1.12. any failure or defective working of the Equipment due to any fault, failure or change in the electrical supply and/or telephony or data service on the feed side of the Demarcation Line;
 - 3.1.13. any internal or external cabling routes or wireless network infrastructure, unless specifically agreed in writing by the Company;
 - 3.1.14. any failure of equipment or software attached to or integrated to the Equipment where such equipment or software was not supplied by the Company.
- 3.2. In the event that the Company carries out Maintenance Services to any Equipment which has, in the Company's reasonable opinion, failed or become faulty (wholly or partially) to any of the circumstances described in paragraph 3.1, the Company shall be entitled to charge reasonable additional fees for such services.

4. Charges

- 4.1. Charges for Maintenance Services are payable annually in advance on or before the Effective Date and each anniversary of it for each year of the Term.
- 4.2. Payment for any additional services and the cost of replacement parts not covered by any parts warranty included within the Maintenance Services shall be payable at 30 days from the date of the Company's invoice.
- 4.3. The Company may increase the Charges on an annual basis and each annual increase shall not exceed 7% of the then-current Charges.

5. Customer's Obligations

- 5.1. The Customer shall:
 - 5.1.1. keep and operate the Equipment in a proper and prudent manner and ensure that only competent trained employees are allowed to operate it;
 - 5.1.2. use the Equipment in a suitable environment with proper power supplies and in accordance with instructions and advice of the Equipment manufacturer and the Company;
 - 5.1.3. not move the Equipment or make any addition, modification or adjustment to it without the Company's prior written consent;
 - 5.1.4. have in place appropriate system security measures and procedures to prevent the Equipment being used wrongfully or fraudulently whether internally or by external access to the Equipment;

Master Agreement

- 5.1.5. give or procure to be given to the Company or its servants or its agents at all reasonable times access to the premises at which the Equipment is situated for the purposes of inspection, repair, adjustment or replacement. In addition the Customer will keep all records of Equipment, installation details and visit reports for inspection by the Company;
- 5.1.6. not allow any person other than the Company, its employees or agents to service or in any way interfere with the Equipment during the Term of this agreement. Any maintenance by the Company necessitated by such services or interference shall be charged to the Customer at the Company's charging rates applicable at the time;
- 5.1.7. maintain and make available to the Company records of the operation, maintenance and any malfunction of the Equipment;
- 5.1.8. provide at such times as the Company reasonably requires and at no cost to the Company all documentation, software, materials and services necessary for the maintenance and testing of the Equipment; access to the Equipment, use of the Customer's workshop and repair facilities and the co-operation of the Customer's personnel in diagnosing and overcoming any malfunction of the Equipment; and
- 5.1.9. maintain sufficient insurance cover in respect of all risks to the Equipment not covered by the Maintenance Services.

6. Termination

If this Sales Agreement relating to the provision of the Maintenance Services is terminated prior to the end of the then-current Minimum Period or Renewal Period, the Customer shall be subject to a Cancellation Fee being the Charges payable under the Sale Agreement for the remainder of the Minimum Period or Renewal Period (as applicable).

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Schedule 6

Special Terms – Managed Print Services

These Special Terms shall apply to the provision of any Managed Print Services that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Breakdown Services – as defined in paragraph 3.2.

Cancellation Fee - unless otherwise agreed in writing by the Company, the Cancellation Fee shall be (i) the remaining balance of the Service Price for the remainder of the Term; (ii) where the Order Form states a minimum Print volume, a sum equal to all the Cost Per Print multiplied by the minimum Print volume, for the remainder of the Term less an early payment discount of 30% or where the Order Form does not state a minimum Print volume, the Company will use the number of Prints completed in the 12 months prior to the date of termination as a basis for calculating the Customer's average monthly use. The Customer will then pay a cancellation fee equal to the Cost Per Print multiplied by the expected average monthly use for the remainder of the Term, less an early payment discount of 30%; and (iii) where the Equipment is hired to the Customer under Linc Rental, the Customer shall pay (A) an additional collection fee of £350 shall be payable, for each item of the Equipment to be collected and (B) the cost of deletion of the Customer's data from the hard disk drive within the Equipment, in accordance with the Manufacturer's specification, will be charged at the Company's standard rates where such rates shall depend upon the method of secure deletion.

Charges – means the Printing Price and the Service Price.

Colour Print – any Print that uses colour toner.

Consumables - means any transfer sheets, rollers, brushes, fuser oil, waste toner bottle, developer, mono toner, colour toner and photoconductor units but excludes all paper, staples and throughput materials.

Cost Per Print – means, as applicable, the cost per Mono Print or the cost per Colour Print for each item of Equipment as specified in the Order Form.

Manufacturer - as defined in paragraph 3.2.

Mono Print – any Print that uses mono toner.

Print – means each A4 or smaller print, copy or scan; a print, copy or scan which is larger than A4 is counted as two Prints.

Printing Price – means the volume of Prints multiples by the Cost Per Print.

Managed Print Services – the provision of routine maintenance of the Equipment by the Company and the facilitation by the Company of Breakdown Services performed by the Manufacturer, together with the provision of Consumables, parts and labour, as further detailed in these Special Terms and the Order Form.

Service Price - means the service price for the provision of the Managed Print Services, as specified in the Order Form.

2. Equipment

2.1 Unless otherwise set out in an Order Form, any Equipment supplied by the Company in connection with this Sales Agreement shall be provided in accordance with and subject to the terms and conditions set out in *Schedule 1 – Special Terms: Equipment Supply*.

2.2 Title in all Consumables and parts shall remain the property of the Company until the Company has received payment in full.

2.3 Risk in all Consumables and parts shall pass to the Customer on delivery to the premises or installation.

2.4 The Customer agrees that the Equipment is suitable for its needs and meets its requirements. The Customer shall be responsible for ensuring that the Equipment is compatible with any software, network, or other items to which it is to be linked.

3. Managed Print Services

3.1 In respect of the Equipment, the Company shall during the Company's normal business hours on Business Days, use reasonable endeavours to provide routine maintenance and use reasonable endeavours to liaise with the Manufacturer to arrange Breakdown Services.

3.2 The Customer acknowledges and agrees that any breakdown, fault rectification or repair services in respect of the Equipment (**Breakdown Services**) are performed by the manufacturer of the Equipment (the **Manufacturer**) as an

Master Agreement

independent contractor. The Company does not provide the Breakdown Services, but where the Customer contacts the Company regarding Breakdown Services, the Company will use reasonable endeavours to liaise with the Manufacturer to arrange the Breakdown Services.

3.3 Requests for Breakdown Services may be made by the Customer either (a) directly to the Manufacturer by email or telephone using the contact details on the Equipment or as otherwise provided; or (b) to the Company, in which case the Company will use reasonable endeavours to liaise with the Manufacturer to arrange the Breakdown Services.

3.4 The Manufacturer will only provide Breakdown Services (whether performed remotely or at the Customer's premises) where the Equipment is covered under active breakdown coverage purchased by the Customer from the Company. The Manufacturer may verify coverage with the Company before commencing work. No contract is formed between the Customer and the Manufacturer.

3.5 The Manufacturer will perform Breakdown Services during normal business hours on Business Days on a date and at a time agreed between the Manufacturer and the Customer (or, if the Customer has contacted the Company, as agreed via the Company acting as facilitator). To the maximum extent permitted by law, the Company does not give any service level commitment or warranty in respect of Breakdown Services and disclaims responsibility for the Manufacturer's performance.

3.6 The Manufacturer acts independently and is not the Company's agent, partner or representative. The Manufacturer has no authority to bind the Company. The Company is not responsible for, and has no control over, the acts or omissions of the Manufacturer.

3.7 The Company will have no liability for any loss, damage, cost or expense suffered or incurred by the Customer arising out of or in connection with the Manufacturer's provision (or non-provision) of Breakdown Services, except to the extent such loss is directly caused by the Company's breach of this Agreement or the Company's negligence in performing Routine maintenance under paragraph 3.1. Any liability of the Company in relation to Breakdown Services is subject to and limited in accordance with clause 7 (Limitation of liability) of the Master Agreement, including clause 7.6 in respect of Third Party Providers.

3.8 The Customer is responsible for providing the Manufacturer with safe physical or remote access to the Equipment (including suitable network connectivity and credentials), compliance with site rules, and appropriate supervision while Breakdown Services are performed (whether remotely or on site). Where the Manufacturer accesses logs or other data on the Equipment in the course of Breakdown Services (including via remote connection), the Manufacturer acts as an independent data controller in respect of any personal data it processes for those purposes. The Company is not responsible for, and has no control over, the Manufacturer's processing of personal data.

3.9 In carrying out routine maintenance under paragraph 3.1, the Company may use new or equivalent-to-new parts of equal or better quality. Removed parts will belong to the Company and, upon request, must be returned to the Company. In relation to Breakdown Services, the Manufacturer may recommend replacement parts or, where appropriate, replacement of the Equipment. Any additional charges for such parts or replacement will be notified by the Company to the Customer and, if the Customer approves, the Company will invoice the Customer for those charges and the Manufacturer will proceed following such approval communicated via the Company. Title to any parts supplied for Breakdown Services will pass to the Customer upon payment in full of the corresponding charges.

3.10 Nothing in this paragraph 3 modifies or overrides the exclusions, limitations and remedies set out in clause 7 (Limitation of liability) of the Master Agreement, which apply in full to this Schedule and to any claim arising in connection with Breakdown Services.

3.11 For the avoidance of doubt, nothing in this paragraph 3 (or elsewhere in these Special Terms) varies, extends or replaces the Equipment warranty terms in Schedule 1 – Special Terms: Equipment Supply. Where an Equipment defect is covered by the Manufacturer's warranty, the Company's responsibility is limited to liaising with the Manufacturer to facilitate the applicable remedy in accordance with Schedule 1 paragraph 6.4. Where no manufacturer warranty applies (including due to expiry or exclusions) and the Customer has not purchased separate maintenance services covering such defect, the Customer remains responsible for repair or replacement in accordance with Schedule 1 paragraph 6.5.

4. Exclusions

4.1 Unless agreed otherwise in writing, Managed Print Services do not include work needed because:

4.1.1 the Customer has not used, stored, or handled the Equipment properly, or because the Customer has not complied with this Sales Agreement or the Company's instructions, or those of the Manufacturer's;

4.1.2 the Customer has used parts or other replaceable items that are not approved by the Company, in writing;

4.1.3 the Customer has connected other fittings or accessories to the Equipment, that the Company has not approved in writing;

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4.1.4 of any disconnection of, or movement of, the Equipment, including any preparation work necessary for safe transit by someone else other than the Company or its authorised representatives;

4.1.5 of the installation or damage to, or modification of, the Equipment by someone else other than the Company or its authorised representatives;

4.1.6 because of changes required by the Customer or a third party; or

4.1.7 of any malfunction or specific requirement of any other item of equipment or software which the Customer has linked to the Equipment or any network to which the Equipment is linked.

5. Customer's obligations

5.1 The Customer agrees to:

5.1.1 take all reasonable precautions to safeguard its business including without limitation, all software and data and to minimize potential loss or disruption (including without limitation taking full back ups of all its software and data at all reasonable times, including prior to the Company conducting any work on the Customer's systems, implementing audit controls, working methods and data security measures;

5.1.2 follow the applicable Manufacturer's instructions for the Equipment;

5.1.3 ensure that those authorised to use the Equipment are adequately trained; and

5.1.4 if agreed between the parties, permit the Company to remove and store the Customer's existing equipment, provided that the Customer shall remain solely responsible for such equipment at all times.

5.2 Subject to paragraph 5.3, the Customer is solely responsible for all data (including personal data) stored in the Equipment. If the Customer is required to return the Equipment to the Company, it shall ensure all data (including personal data) is deleted from the Equipment in accordance with the Manufacturer's specification. If the Customer fails to delete its data from the Equipment, then the Company may do so, subject to the payment of an additional fee, which shall be included in the Cancellation fee.

5.3 The Customer agrees that product usage data (including meter reading data but excluding any confidential and/or personal data belonging to the Customer) may be retained by the Company and/or the Equipment Manufacturer for service costing, reliability enhancement and service marketing analysis purposes.

6. Software

6.1 All the rights in the software supplied to the Customer under the terms this Sales Agreement (or a separate licence agreement between the Customer and a software supplier), belong either to the Company or the software supplier. The Customer has no rights in it, but the Customer is allowed to use it in accordance with the terms outlined in software licence or other items as notified to the Customer.

6.2 Except to the extent permitted by law, the Customer agrees not to copy, modify, merge, decompile or make available or disclose the software in whole or in part to any third party.

6.3 The Customer agrees that where the software supplier requires the Company to accept any terms relating to the software, these will apply to the Customer from the date the Company notifies the Customer of them, in writing. If the software supplier so requires, the Customer also agree to enter into a separate license agreement with it for the software. In the event of any inconsistency with any term(s) of this Sales Agreement, or the terms imposed by the software supplier, the terms of such separate license agreement shall prevail to the extent of the inconsistency.

6.4 Where specified in the Order Form, the Company will provide telephone assistance and/or at the Company's discretion attendance at the installation address for reporting, diagnosing and correcting software faults, or otherwise provide software services as indicated in this Sales Agreement. The Customer acknowledges that the Company may not successfully diagnose or correct all faults or errors.

6.5 The Company shall, where it deems it appropriate, notify the Customer in writing, upon the release of a new version of the software as and when they become available by the software supplier. The Managed Print Services do not include the provision of new version(s) of the software. Any new version of the software may be purchased separately by the Customer. The Company gives no warranty that the new version will be of the same functionality, operating system compatibility or suitable for the Customer's requirements.

6.6 Maintenance releases of the software may be required to correct performance problems and will be provided by the Company, where the Company deems it applicable. Maintenance releases will be provided at no additional cost to the Customer.

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6.7 The Company does not represent that the operation of any software will be uninterrupted or error free. For the avoidance of doubt, the Company does not represent that any specific requirements the Customer may have informed the Company of will continue to be met should the Customer's operating system or network operating system alter after the date of initial installation.

6.8 The Company will not accept liability for any loss or distribution of confidential information held on the Equipment or any of its components. It remains the Customer's sole responsibility to ensure that information of this nature is deleted prior to the removal of the Equipment or its components.

7. Charges

7.1 The Company shall invoice the Customer for the Printing Price monthly in arrears.

7.2 The Customer acknowledges and agrees that the Company (or any of its Equipment suppliers) shall be permitted to obtain the meter readings, remotely, directly from each of the Equipment supplied to the Customer, on a monthly basis. The meter readings shall be used by the Company to calculate the applicable Printing Price for the prevailing month.

7.3 The Customer may choose for the meter readings to not be obtained remotely by the Company (or any of its Equipment supplier), in such case, the Customer shall provide the Company (or any of its Equipment suppliers) complete, true and accurate meter readings, on a monthly basis, within 5 Business Days of the end of the prevailing month. Where the Customer chooses for the meter readings to not be obtained remotely by the Company (or any of its Equipment supplier(s)), an additional fee of £10.00 per Equipment, per month shall apply, which shall be invoiced and payable monthly in arrears.

7.4 If the Company (or any of its Equipment suppliers) is unable to obtain the meter readings directly from each of the Equipment or if requested, the Customer fails to provide the Company with the meter readings in accordance with paragraph 7.3, then the Company may at its sole discretion:

7.4.1 send a representative to the Customer's premises to take meter readings. The Customer shall not deny such access if the representative attends during the Customer's normal business hours; or

7.4.2 estimate the Prints used based on previous usage records [plus 10% [and an administration fee of £25] until an accurate meter reading can be obtained.

7.5 The difference between the actual and estimated meter readings will be invoiced or credited at the next billing period when the actual reading is received.

7.6 Where there is a Fiery connected on a colour device, a separate charge of £495 (or such other fee as communicated to the Customer by the Company) will be billed in advance, quarterly or annually (as determined by the Company in its sole discretion), or the service and support of the fiery device, parts, labour and calibrations. If there is no Fiery contract in force, maintenance of the fiery contract will be charged on a time and materials basis for parts, labour, and calibrations.

7.7 The Service Price is set out in the Order Form. Unless otherwise set out in the Order Form, the Service Price shall be payable by the Customer monthly in advance by direct debit, or such other method as set out in the Order Form. Where the Effective Date falls part way through a month, the first invoice will be calculated as follows: (i) pro-rata for the remainder of that month; and (ii) Service Price for the full amount of the following month.

7.8 The Company may increase the Charges on an annual basis and each annual increase shall not exceed 10% of the then-current Charges.

8. Termination

8.1 In addition to the termination rights set out in the Master Agreement, and provided the Order Form specifies a minimum Print volume requirement, the Company may terminate this Sales Agreement if the volume of Prints produced by the Equipment falls below 50% of the average volume produced by the Equipment over the previous 3 months.

8.2 Where this Sales Agreement is terminated (for whatever reason) prior to the end of the Term, the Customer shall:

8.2.1 immediately pay the Company the Cancellation Fee; and

8.2.2 return or make available to the Company any unused Consumables, parts or supplies, which have not been paid for.

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Schedule 7

Special Terms – IT Services

These Special Terms shall apply to the provision of any IT Services that the Company provides to the Customer under a Sales Agreement.

1. Definitions

Customer System - the Customer's software and associated operating system(s) listed in the Order Form.

IT Fair Usage Policy - the Company's IT Fair Usage Policy, as made available to the Customer either directly by the Company or made available on the Company's website www.linctelecom.co.uk or such other website address as may be notified to the Customer from time to time.

IT Service Level Agreement - the Company's IT service level agreement as made available to the Customer either directly by the Company or made available on the Company's website www.linctelecom.co.uk or such other website address as may be notified to the Customer from time to time.

Help Desk Support – IT support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most IT support issues.

Microsoft - Microsoft Ireland Operation Limited.

Microsoft Agreement - the agreement between the Customer and Microsoft for the Microsoft Product(s).

Microsoft Products – Microsoft 365 licences, features and/or services, as set out in the Order Form.

Support Hours: 08:30am – 5:00 pm on a Business Day.

Support Request – a support request made by the Customer in accordance with this Sales Agreement.

2. Equipment

2.1 Any Equipment supplied by the Company in connection with this Sales Agreement shall be provided in accordance with and subject to the terms and conditions set out in *Schedule 1 – Special Terms: Equipment Supply*.

2.2 The IT Services do not include the supply, maintenance and/or repair of hardware (including but not limited to, the provision of replacement devices, spare and/or replacement parts) unless:

2.2.1 the Company has provided the Customer with hardware as Equipment under and in accordance with the terms and conditions set out in *Schedule 1 – Special Terms: Equipment Supply*, in which case any applicable warranty or replacement obligations shall be as set out in Schedule 1; or

2.2.2 the Company has agreed to provide Maintenance Services in respect of such hardware, under and in accordance with the terms and conditions set out in *Schedule 5 – Special Terms: Maintenance Services*, in which case the maintenance and/or repair of such hardware shall be undertaken as set out in Schedule 5.

2.3 For any hardware not covered by Schedule 1 or Schedule 5, the Company has no obligation to repair or replace. If the Customer requests assistance in relation to such hardware, the Company may, at its discretion, provide assistance as a separate chargeable service as its then-current rates, payable in accordance with this Sales Agreement.

3. IT Services

3.1 In consideration of the payment by the Customer to the Company of the Charges, the Company shall provide the IT Services:

3.1.1 with reasonable care and skill; and

3.1.2 in accordance with the IT Service Level Agreement and IT Fair Usage Policy.

3.2 If the Customer's use of the IT Services exceeds the IT Fair Usage Policy, the Company shall be entitled to charge additional fees for such services (at such rates as set out in the IT Fair Usage Policy or IT Service Level Agreement, as updated from time to time).

3.3 The Company may, on prior notice to the Customer, make changes to the IT Services, provided such changes do not have a material adverse effect on the Customer's business operations.

3.4 Unless otherwise stated in the Order Form or the IT Service Level Agreement:

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3.4.1 all IT Services shall be provided during Support Hours. Out-of-hours IT Services can be provided subject to mutual agreement between the parties, and such work will be chargeable at the Company's then prevailing daily rate (as set out in the IT Fair Usage Policy or IT Service Level Agreement, as updated from time to time), payable monthly in arrears in accordance with the payment terms stated in this Sales Agreement; and

3.4.2 the IT Services shall be provided remotely by the Company. If it becomes necessary to carry out the IT Services at the Customer premise(s), such work will be chargeable at the Company's then prevailing daily rate (as set out in the IT Fair Usage Policy or IT Service Level Agreement, as updated from time to time), payable monthly in arrears in accordance with the payment terms stated in this Sales Agreement.

3.5. If expressly stated in the Order Form, the Company shall manage third party contracts under which a third party furnishes or provides services to the Customer that are associated with the IT Services but the Company shall not be responsible or have any liability for any maintenance and support of the software, hardware and/or operating systems provided and maintained by the third party(ies).

4. Help Desk Support

4.1 As part of the IT Services, the Company shall provide Help Desk Support via telephone, email and/or the Company's online portal (such details and/or access to be provided by the Company to the Customer). Unless otherwise communicated to the Customer in writing by the Company, the Customer shall prioritise submitting Support Requests via the Company's online portal and email address provided by the Company.

4.2 The Customer may request Help Desk Support by way of a Support Request and each Support Request shall include a description of the fault and, where relevant, the start time of the incident.

4.3 The Customer shall provide the Company with prompt notice of all faults which it becomes aware of and such output and other data, documents, information, assistance and remote access to the Customer's System, as are reasonably necessary to assist the Company to reproduce operating conditions similar to those present when the Customer detected the relevant fault and to respond to the relevant Support Request.

4.4 The Company shall prioritise and respond to each Support Request, in accordance with the service levels set out in the IT Service Level Agreement and IT Fair Usage Policy.

4.5 The Company shall use its reasonable endeavours to resolve each Support Request, in accordance with the service levels set out in the IT Service Level Agreement. The parties agree that the resolution times are not guaranteed and the Company shall in no way be liable for any delay in resolving any fault (including, but not limited to, instances where (i) the Customer has not provided the Company with the required information and/or access (as set out in paragraph 4.3) in order for the Company to properly assess and respond to the relevant Support Request; and/or (ii) the Customer has not submitted the Support Request via the authorised channels i.e. the Customer emails a Company engineer directly instead of the Company's dedicated email address or via the online portal).

5. Microsoft Licences

5.1 Where IT Services include the provision of Microsoft Products (whether procured by the Company directly from Microsoft or via a third-party reseller of the Microsoft Products ("**Reseller**")), the following provisions shall apply:

5.1.1 details of the Microsoft Products, including but not limited to, the number of licences, details of the licence term (including details of any auto-renewal) ("the **Subscription Term**") and licence fee shall be set out in the Order Form. Where such details are not known at the time the Order Form is completed, the Company shall confirm them in writing to the Customer once the relevant order has been placed and accepted by Microsoft, and such written confirmation shall be treated as incorporated into the Order Form for these purposes. The Customer acknowledges and agrees that each Microsoft Product is provided for a minimum Subscription Term which, once provided, is not cancellable during that Subscription Term;

5.1.2 the Microsoft Product shall be provided by Microsoft to the Customer under and in accordance with the terms of the Microsoft Agreement (which the Customer acknowledges it can access via Microsoft or the Company). The provision and administration of the Microsoft Product may be effected by the Company or a Reseller acting on the Company's behalf as Microsoft's partner/reseller of record. The involvement of a Reseller does not create any contract between the Customer and the Reseller.

5.1.3 the Customer agrees that it has reviewed and accepted the terms of the Microsoft Agreement and shall at all times comply with the terms of the Microsoft Agreement;

5.1.4 the Customer may increase the number of Microsoft Products during the Term of this Sales Agreement at any point, subject to the payment of the applicable licence fee, which shall be payable in accordance with the same payment terms for the other Microsoft Products. Unless stated otherwise in the Order Form or the Company's written confirmation under paragraph 5.1.1, any additional licences shall co-term with the then-current Subscription Term and fees shall be pro-rated where applicable. Any steps required within the Microsoft ecosystem to effect such changes (including via a Reseller as partner/reseller of record) shall be managed by the Company and shall not require the Customer to liaise with the Reseller;

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5.1.5 the Customer may decrease the number of Microsoft Products, by providing the Company with at least 45 days' written notice (or such other notice period as set out in the Order Form), with such notice expiring at the end of the then-current Subscription Term. Any decrease shall only take effect at the end of the then-current Subscription Term. For clarity, (a) if this Sales Agreement is terminated for whatever reason, the fees payable in respect of the Microsoft Products are non-refundable, and (b) an end-of-term decrease in licence quantities made in accordance with this paragraph is not subject to any Cancellation Fee. Any steps required within the Microsoft ecosystem to effect such changes (including via a Reseller as partner/reseller of record) shall be managed by the Company and shall not require the Customer to liaise with the Reseller;

5.1.6 unless the Order Form or the Company's written confirmation under paragraph 5.1.1 states otherwise, each Microsoft Product Subscription Term shall automatically renew for successive periods equal to the initial Subscription Term. To prevent auto-renewal, the Customer must give at least 45 days' prior written notice to the Company, with such notice expiring at the end of the then-current Subscription Term (or such other notice period as set out in the Order Form or the Company's written confirmation under paragraph 5.1.1). The Company shall action such notice within the Microsoft ecosystem (including, where applicable, via any Reseller acting as partner/reseller of record). This paragraph applies irrespective of any Minimum Period or Renewal Period applicable to other IT Services, and no Cancellation Fee shall be payable in respect of a valid end-of-term non-renewal of Microsoft Products;

5.1.7 the Customer acknowledges and agrees that any issues with the Microsoft Products will be subject to the terms of the Microsoft Agreement. The Company shall not be liable for any issues with the Microsoft Products and the Company's sole obligation shall be to use its reasonable endeavours to assist the Customer and liaise with Microsoft and/or the Reseller in order to resolve the issue;

5.1.8 the Customer authorises the Company to (i) liaise with Microsoft and/or any Reseller; (ii) designate, change or remove the Company and/or any Reseller as Microsoft's partner/reseller of record for the Customer's tenant and the Microsoft Products; and (iii) to enter into any agreement with Microsoft, on the Customer's behalf, as required by the Company in order manage the Microsoft Products and/or provide the IT Services. The Customer further authorises the Company to disclose to Microsoft and any Reseller such Customer information (including tenant identifiers and designated contacts) as is reasonably necessary for these purposes, in each case in accordance with the data protection provisions of this Sales Agreement. The Customer remains the contracting party with Microsoft and is responsible for all obligations and fees under the Microsoft Agreement; and

5.1.9 in the event of any inconsistency with any term(s) of this Sales Agreement, or the terms in the Microsoft Agreement, the terms in the Microsoft Agreement shall prevail to the extent the inconsistency relates to the Microsoft Product(s).

5.1.10 The Customer shall have no contractual relationship with any Reseller in connection with the Microsoft Products or the IT Services. The Company shall remain the Customer's sole point of contact for ordering, billing, support and administration of the Microsoft Products. The use by the Company of a Reseller shall not relieve the Company of its obligations to the Customer under this Sales Agreement (but, for the avoidance of doubt, does not increase or vary the exclusions and limitations applicable to Microsoft Products set out in paragraph 5.1.7).

6. Service exclusions and disclaimers

6.1 The IT Services shall not include the diagnosis and rectification of any fault resulting from any of the following:

6.1.1 the use by the Customer of any hardware or software not provided by the Company or approved (in writing) by the Company;

6.1.2 any improper use, misuse or unauthorised alteration or modification of the Customer System not authorised by the Company;

6.1.3 the use of a non-current version or release of the software forming part of the Customer System;

6.1.4 any services provided by a third party other than the Company;

6.1.5 any use of the Customer System by the Customer in a manner inconsistent with the then-current operating instructions and/or Company's written instructions;

6.1.6 any breach by the Customer of any of its obligations under this Sales Agreement howsoever arising;

6.1.7 the failure of the Customer to implement recommendations in respect of solutions to faults previously advised by the Company; or

6.1.8 use of the Customer System in combination with any equipment or software not provided by, or approved (in writing) by the Company, or any fault in any such equipment or software; or

6.1.9 failure to maintain the necessary environmental conditions for use of the Customer System.

6.2 Notwithstanding the foregoing and that the faults results from any of the circumstances described in paragraph 6.1 above, the Company may, at its sole discretion provide such IT Services. Such work will be chargeable at the Company's then prevailing daily rate, payable monthly in arrears in accordance with the payment terms stated in this Sales Agreement.

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6.3 Provision of the IT Services does not imply any guarantee or representation that the Company will be able to assist the Customer in achieving any results from any of the Customer System which are not technically feasible. Subject to this, any services which are outside the scope of this Sales Agreement will, at the Customer's request and at the Company's sole option, be provided on such terms as the parties may agree from time to time and shall incur additional charges.

6.4 The Company does not warrant or represent that:

6.4.1 the IT Services will be free from errors and interruption;

6.4.2 the Customer's use of the Customer System will be free from errors and interruptions as a result of the provision of the IT Services; and

6.4.3 the IT Services will meet the Customer's requirements.

7. Customer's obligations

7.1 The Customer shall:

7.1.1 if requested by the Company (in its sole discretion), designate primary and secondary contacts appropriately qualified and trained to an acceptable standard authorised to request Help Desk Support, and inform the Company accordingly. Submission of Support Requests are limited to these designated contacts;

7.1.2 subject to paragraph 7.2, maintain full backups of all information, data and records maintained on the Customer's Systems at any time;

7.1.3 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Company, its contractors and agents to perform their obligations under this Sales Agreement, including without limitation the IT Services;

7.1.4 permit the Company remote access to its Customer System and other systems, servers, networks or equipment as required which will include administrator-level password access and inform the Company of any changes to passwords or other security devices to enable the Company such access;

7.1.5 if requested by the Company, permit the Company to install software management software on to the Customer System for the purposes of the Company providing the IT Services, and the Customer shall ensure that such software remains installed throughout the Term of the Sales Agreement;

7.1.6 unless the Company has agreed to provide these services as part of the IT Services, the Customer shall regularly perform the various Customer routine and preventative maintenance and cleaning operations described in the applicable user guides or as advised by the Company including but not limited to any operating and diagnostic checks and the regular inspection and, if necessary, cleaning, of disk packs and cartridges. The cost of rectifying any damage caused to the Customer System by not observing this undertaking will not be covered by this Sales Agreement;

7.1.7 ensure that only properly trained employees operate or use the Customer System in accordance with the operating instructions and manuals supplied by the applicable software licensor/vendor; and

7.1.8 unless the Company has agreed to provide these services as part of the IT Services, the Customer shall ensure that it has in place appropriate virus protection and information security measures to protect its own systems and the data in its possession and control.

7.2 Where the Company has agreed to provide data back-up services as part of the IT Services, and the customer data is lost, destroyed or damaged, the Customer's sole and exclusive remedy against the Company shall be for the Company to use reasonable commercial endeavours to restore the lost or damaged customer data from the latest back-up of such customer data maintained by the Company. The Company shall not be responsible for any loss, destruction, alteration or disclosure of customer data caused by any third party (except those third parties sub-contracted by the Company to perform services related to customer data maintenance and back-up).

8. Customer Warranties

8.1 The Customer warrants to the Company that:

8.1.1 the Customer has the right, power and authority to enter into this Sales Agreement; and

8.1.2 the Customer System (or any part of it) does not and shall not infringe the Intellectual Property Rights of any third party if used in accordance with this Sales Agreement.

9. Termination

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If this Sales Agreement relating to the provision of the IT Services is terminated prior to the end of the then-current Minimum Period or Renewal Period, the Customer shall be subject to a Cancellation Fee being the Charges payable under the Sale Agreement for the remainder of the Minimum Period or Renewal Period (as applicable).