

TERMS AND CONDITIONS FOR BUSINESS SERVICES ("CONDITIONS")

1. DEFINITIONS AND INTERPRETATION

1.1. In this Contract the following terms have the meanings shown next to them:
Affiliate in respect of a Party, means in relation to any entity, (a) that entity; (b) any subsidiary undertaking or parent undertaking of such entity or a subsidiary undertaking of any such parent undertaking from time to time; or (c) any controlling, controlled by, or under common control with, the relevant entity of any of the aforementioned parent undertakings or subsidiary undertakings. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a party, whether through the ownership of voting securities, by contract, or otherwise.

Applicable Laws means all laws, statutes, regulations, regulatory policies, guidelines and industry codes applicable from time to time to the provision, receipt or use of the Services, including the Communications Act 2003 and requirements imposed by Ofcom.

Applicable Data Privacy Laws means all applicable legislation in force from time to time in the United Kingdom relating to data protection and privacy, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and, to the extent applicable, the EU GDPR.

Authority means a regulatory or government or other competent authority including but not limited to the Office of Communications (Ofcom) or similar authority and their successors from time to time.

Business Day means any day from Monday to Friday, excluding bank and public holidays in England, when banks in London are open for business.

Charge(s) means all charge(s) (including, without limitation, the Initial Charge, Rented Equipment Monthly Rent, Purchased Equipment Charge, Monthly Services Charge and Licence Fees) and any other amounts payable by the Customer under this Contract and shall include charges arising through Fraud.

Conditions mean these Terms and Conditions for Supplier Business Services.

Confidential Information means all confidential information (however recorded or preserved) disclosed by a Party or its employees, officers, representatives, advisers or subcontractors (including that of its Affiliate(s) in its Group) involved in the provision or receipt of the Services (together, its "Representatives") to the other party and that party's Representatives in connection with this Contract which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

Contract means the agreement between Supplier and the Customer comprising the following documents, in the following order of precedence: the Order Form; any applicable Flow Down Terms, any Service Schedules and any appendices; these Conditions; and/or other documents expressly incorporated in writing between the Parties.

Customer means the customer as identified on the Order Form.

Customer Agreement means the customer agreement, which is a direct agreement between the Customer and Microsoft and it is a condition of the "Cloud Solution Provider Program" that the Customer enters into the Customer Agreement, the terms of which are found at <https://www.microsoft.com/licensing/docs/customeragreement> and which may be updated from time to time.

Customer Equipment means any equipment, including any hardware, software, systems, cabling or facilities provided by the Customer and used directly or indirectly in the provision of the Services.

Customer Personal Data means any personal data Customer transfers to Supplier, and which Supplier processes in connection with this Contract, in the capacity of a processor on behalf of the Customer.

Customer System means the information technology and communication systems, including networks, hardware, software and interfaces owned by, or licenced to, the Customer or any of its agents or contractors.

Data means all data and information that may be received, processed, stored, or transmitted by Supplier for or on behalf of Customer in connection with the Services, including Customer Personal Data.

Data Protection Addendum or **DPA** means an addendum to this Contract governing the processing of Personal Data between the Parties and shall be in effect as of the Effective Date.

Documentation means the then current User guides, if any, that are provided by the Supplier for use with the Services.

Developed Materials means all materials developed by Supplier (or its subcontractors) exclusively for the Customer pursuant to the Contract, including all IPR therein.

Early Cancellation Charge means the charge applicable to the Customer for cancelling the Contract before the Services Start Date as detailed at clause 9.1.

Early Termination Charge means the charge applicable to the Customer for

terminating all or part of the Contract after the Services Start Date but before the Minimum Contract Term expiry date as detailed at clause 9.3.

Effective Date means the date of signature of this Contract.

Flow Down Terms means any terms and conditions applicable to Services provided under this Contract by a Third Party and appended to this Contract or provided to the Customer by the Supplier from time to time.

Force Majeure has the meaning given to it in clause 17.1.

Fraud or Fraudulent use shall include (without limitation): (i) theft, fraud, fraudulent activity, unlawful use, misuse and/or deception (whether actual or attempted and howsoever arising including but not limited to telephony, cyber and/or malware) in relation to the use of SaaS systems, applications, platforms, software, products and/or the Services; and/or (ii) unauthorised fraudulent activity, unlawful use or misuse (whether actual or attempted including through cyber and/or malware) of the SaaS systems, applications, software products and/or the Services; and/or (iii) consumption, fraudulent purchase(s) and/or Usage Charges howsoever arising under (i) and (ii) herein.

Group in relation to a company, that company, any subsidiary, Affiliate, or any holding company from time to time of that company, and any subsidiary and/or Affiliate from time to time of a holding company of that company. Each company in a Group is a member of the Group.

Initial Charge means the sum of the initial Rented Equipment Monthly Rent and/or Monthly Services Charge as detailed on the Order Form, sometimes also called non-recurring charge or NRC.

Intellectual Property Rights or **IPR** means any and all intellectual property rights of any nature, whether registered, registrable or otherwise, including, patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.

Licensed User Agreement means those terms and conditions applicable to the use of any software (including any Third Party software) by the Customer that is licenced to the Supplier by the licensor as set out in the Order Form. The right to use such software and the applicability of any Licensed User Agreement is subject to the Customers understanding of, compliance with, and if required, prior written consent to the terms and conditions set out in the applicable Licensed User Agreement, as varied from time to time.

Licence Fees has the meaning given to it in clause 13.1.

Minimum Contract Term means the minimum term over which the Services will be provided to the Customer which is thirty-six (36) months, or as otherwise stated on the Order Form and commences on the Services Start Date.

Office Hours means between 9.00am and 5.30pm local UK time on Business Days.

Order Form means the order form which sets out the Services under separate cover and which incorporates the Conditions.

Password Policy means the Supplier password policy as available on www.sipcom.com under Policies and as may be amended from time to time.

Personal Data shall mean as defined in Applicable Data Privacy Laws.

Privacy Policy means the Supplier privacy policy as available on www.sipcom.com under Policies and as may be amended from time to time.

Sanctions means any sanctions relating to any persons designated on the sanctions lists in the European Union (EU), United Kingdom (UK), United Nations (UN) or United States (US).

Services means the services or part of the service or equipment that is ordered by the Customer and specified in the Order Form.

Service Catalogue means a document that describes the specifications of the Services or part of the Services provided by Supplier on request or available on the Supplier or Third Party website.

Service Level Agreement or **SLA** means the standard service levels set out by Supplier describing how performance of the Services is delivered and monitored by Supplier.

Service Schedule(s) means any applicable schedule to these Conditions that provide specifications of the Services and provided by the Supplier to the Customer and updated from time to time. This includes the Service Catalogue(s) and the Service Level Agreement.

Services Start Date the earliest date on which Supplier:

- (a) activates the Services;
- (b) makes the Services technically available for Customer use;
- (c) provides Customer credentials or access to the Services;
- (d) completes implementation activities required of Supplier; or
- (e) would have completed activation but for any Customer delay, dependency, omission or failure to cooperate.

Site means the Customer site(s) at which Supplier provides Services, as specified in the Order Form or in subsequent variations to the Order Form.

Supplier means SIP Communications Limited, a company registered in England and Wales under company number 05759363 and whose registered office is at Lowry Mill, Lees Street, Swinton, Manchester M27 6DB and any assignee thereof, and includes Supplier's Affiliates for purposes of all limitations of Supplier's liabilities and all obligations to indemnify Supplier set forth in these Conditions.

Supplier IPR means IPR owned by or licenced to the Supplier's Group (including without limitation and software proprietary to Supplier Group and Supplier Pre-Existing IPR) and more fully identified in the Order Form and relevant Service Schedule.

Tax means VAT and any other tax, levy, impost, duty, deduction, charge or withholding imposed by a competent authority, including any associated interest or penalty.

Third Party means a vendor, individual or entity, other than Supplier, that provides a service to Supplier or the Customer (either directly or indirectly through Supplier).

Third Party Conditions has the meaning given to it in clause 4.12.

Third Party IPR means IPR owned by a person other than Customer or Supplier Group.

Third Party Software means any third party software as specified in the Order Form, to be provided to the Customer by Supplier pursuant to this Contract.

Usage means that service consumed or added by the Customer as a result of utilising the Services that is quantified by data records or usage reports provided by Supplier or a Third Party that in combination with the applicable Usage Charges, set out on the Statement of Work or Order Form, forms part of the Charges. Where Usage (including, but not limited to, telephone calls, data charges) and in respect to licences set out in the SOW or in the Order Form, any additional licences and/or users that can be or/and have been consumed and/or added by the Customer, (e.g. enabling users for Direct Routing and Reporting & Analytics), has been quantified, it will be subject to additional charges invoiced at Supplier's standard Usage rates (available upon request, but with regards to any licence increases, the then current licence rate detailed on the SOW or Order Form will apply). Additionally, where Usage includes licences added by the Customer then these licences will be conjoined with those equivalent Services set out on the SOW or Order Form.

Usage Charges include all Usage associated with the Services and are subject to additional charges invoiced at Supplier's standard Usage rates (available upon request, but with regards to any licence increases, the then current licence rate detailed on the SOW or Order Form will apply).

User means anyone who uses or accesses the Services.

User Security Details means any IDs, usernames, personal identification numbers and passwords.

Virus means without limitation, any malicious code, Trojans, worms and viruses, lock, authorization key or similar device that impairs or could impair the operation of the Third Party Software and or the Services.

UK GDPR has the meaning given to it in section 3(10), as supplemented by section 205(4), of the Data Protection Act 2018.

VAT means value added tax or any equivalent tax chargeable in the United Kingdom or elsewhere, as applicable.

- 1.2. In this Contract unless the context otherwise requires:
 - 1.2.1. "writing" or "written" includes email;
 - 1.2.2. a statute or a provision of a statute is a reference to it as amended, extended or re-enacted from time to time;
 - 1.2.3. this "Contract" is a reference to this Contract and each of the Appendices as amended or supplemented at the relevant time;
 - 1.2.4. references to clauses and Appendices are to the clauses and Appendices of this Contract and references to paragraphs are to paragraphs of the relevant Appendix; and
 - 1.2.5. a "Party" or the "Parties" refer to the parties to this Contract.
- 1.3. The headings used in this Contract are for convenience only and shall have no effect upon the interpretation of this Contract.
- 1.4. References to either gender shall include any other gender.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6. Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. TERM AND COMMENCEMENT

- 2.1. The Contract commences on the Effective Date and continues until terminated by either party in accordance with this Contract.
- 2.2. Upon expiry of the Minimum Contract Term, this Contract shall automatically renew for additional successive twelve (12) month terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then current term (each a "**Renewal Term**" and together with the Minimum Contract Term, the "**Term**"), or unless sooner terminated as provided in clause 9. If the Term is renewed for any Renewal Terms pursuant to this clause, the terms and conditions of this Contract during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the Charges payable hereunder by the Customer during

the applicable Renewal Term as set forth in clause 10. If either party provides notice of its intent not to renew this Contract in accordance with this clause, then, unless otherwise sooner terminated in accordance with its terms, this Contract shall terminate on the expiry of the then current Term.

- 2.3. The Services commence on the Services Start Date. Where the Services are delivered in phases the Services Start Date shall also be phased.

3. PROVISION OF THE SERVICE

Provision of the Services; Compliance – Voice Regulations, Authority and Tax

- 3.1. Supplier may provision Services through one or more Affiliates where reasonably required for operational, licensing, registration or regulatory compliance purposes. SIP Communications Limited will contract for and deliver the Services under this Contract, including where elements of the Services are performed by an Affiliate or Third Party.

Subcontractors

- 3.2. Supplier may, at its sole discretion, perform any of the Services by or through an Affiliate and/or Third Party.

Service Acceptance

- 3.3. The Services shall be deemed accepted upon the earliest of:
 - (a) first use by the Customer;
 - (b) the Services Start Date;
 - (c) Supplier notifying the Customer that the Services are available for use; or
 - (d) five (5) Business Days after Supplier notifies the Customer that the Services are ready for use,
 unless the Customer identifies a material defect which prevents use of the Services.

4. REGULATIONS AND USE OF THE SERVICE

- 4.1. Any Customer Equipment must be:
 - 4.1.1. technically compatible with the Services and not harm Supplier's network, Third Party network or another customer's equipment or use of services;
 - 4.1.2. connected using the applicable Supplier network termination point or other Supplier approved process, and used in compliance with any relevant Supplier instructions, standards or Applicable Laws; and
 - 4.1.3. adequately protected against Viruses and other breaches of security.

Proper use

- 4.2. The Services must not be used:
 - 4.2.1. in any way that is unlawful or in contravention of any licence, code of practice, instructions or guidelines issued by an Authority, third party's rights or any applicable acceptable use policy, including but not limited to Supplier's Acceptable Use Policy posted at Supplier's website; or
 - 4.2.2. to send, communicate, knowingly receive, upload, download or use any material or make any communications that promote or are harmful, threatening, offensive, abusive, indecent, defamatory, libelous, obscene, menacing, harassing or racially or ethnically offensive, or otherwise criminal in nature, cause annoyance, inconvenience, needless anxiety or are intended to deceive, for high-volume auto-dialing or telemarketing or extensive call forwarding, or that do not comply with Applicable Laws regarding unsolicited or unwanted communications or telemarketing, including the Privacy and Electronic Communications (EC Directive) Regulations 2003, the UK GDPR, the Data Protection Act 2018 and applicable Ofcom rules and guidance; or
 - 4.2.3. in any way Supplier reasonably considers is or is likely to be detrimental to the provision of the Services to the Customer or service to any of Supplier's other customers.
- 4.3. The Customer shall comply with Supplier's reasonable instructions regarding security or safety of the Services.

Security

- 4.4. The Customer is responsible for the proper use of the User Security Details, if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons in accordance with the Supplier's Password Policy, (a copy of which is available at Supplier's website).
- 4.5. Customer is solely responsible for engaging in best practices to assure that only authorized Users have access to the Services, such as securing its systems with rigorous password protections.
- 4.6. If the Customer believes that any User Security Details are or are likely to

be used in an unauthorised way, the Customer must: (i) inform Supplier immediately of unauthorised use of any access information, password or account or any other known or suspected breach of security and/or confidentiality; (ii) immediately terminate access to the Services for any unauthorised person or entity who Customer suspects or knows has committed a breach of security and/or confidentiality; (iii) immediately report to Supplier any copying or distribution of the Services that is known or suspected by Customer or end users, and use industry best practices to immediately stop any such copying or distribution; and (iv) not impersonate another authorized user of the Supplier's or provide false identity information to gain access to or use the Services. The Customer must in no case change or attempt to change a Username without Supplier's prior agreement.

- 4.7. Supplier does not guarantee the security of the Services against unauthorised or unlawful access or use. If Supplier believes there is or is likely to be a breach of security or misuse of the Services, Supplier may:
- 4.7.1. Change and/or suspend the User Security Details (and notify the Customer that it has done this); or
 - 4.7.2. Require the Customer to change the User Security Details.

Operations

- 4.8. Occasionally Supplier may:
- 4.8.1. change the way Supplier provides the Services, provided that any change to the way Supplier provides the Services does not significantly, in the reasonable opinion of Supplier, affect the performance or functionality of the Services;
 - 4.8.2. with a 30 days prior notice in writing, delete all Customer data, including voicemail recordings, call recordings, or other such ancillary services to comply with an order, instruction or request of any Authority or Third Party; or
 - 4.8.3. interrupt, restrict, suspend or terminate all or part of the Services, without prior notice:
 - 4.8.3.1. to comply with an order, instruction or request of any Authority;
 - 4.8.3.2. if the ability of Supplier and/or a Third Party to connect to any Customer Equipment, or any third party services, network or software is withdrawn, compromised, restricted, suspended or terminated for any reason;
 - 4.8.3.3. where it reasonably believes the Customer is in breach of clause 4.2 and/or clause 4.3;
 - 4.8.3.4. if Supplier has a right to terminate this Contract in accordance with clause 9;
 - 4.8.3.5. where a Third Party restricts, suspends, limits, interrupts or terminates the Services (in whole or in part) as a result of the acts or omissions of the Customer;
 - 4.8.3.6. as otherwise set out in any relevant Service Schedule;
 - 4.8.3.7. following, where reasonably practicable, prior notice to make any change, modification, enhancement, replacement of or additions to any Services in accordance with clause 8;
 - 4.8.3.8. where Supplier, or a Third Party, in its sole opinion, suspects fraudulent telephone activity; and
 - 4.8.3.9. following, where reasonably practicable, prior notice, to undertake planned or emergency maintenance or testing.
 - 4.9. In the event that Supplier interrupts or suspends all or part of the Services in accordance with clause 4.8.3, Supplier shall use reasonable endeavours to restore the Services as soon as reasonably practicable once the issue that caused such interruption or suspension has been resolved.
 - 4.10. Any period during which the Services are suspended, interrupted or limited in accordance with clauses 4.8.3, 6.26 and 9.6 shall not be taken into account in the calculation of any Services compliance with any applicable Service Level Agreement and the Customer shall remain liable for all Charges during this period.
 - 4.11. Supplier shall be entitled, by giving the Customer such advance notice as is reasonably practicable, to change, modify, enhance, replace or make additions to any of the Services to accommodate:
 - 4.11.1. Changes that are mandatory, as a result of direction or communications from a Third Party and/or Authority;
 - 4.11.2. Upgrades and updates to the licences and/or software that form part of the Services; and
 - 4.11.3. Any other changes made to the Service Catalogue that Supplier believes in its absolute discretion are reasonable to ensure the Services remain up to date, reliable, secure and suitable for use for its customers.

Third Party Conditions

- 4.12. Supplier may, with the prior knowledge of the Customer, utilise a Third Party to deliver elements of the Service. Such Third Parties typically have end user conditions including, but not limited to, Flow Down Terms and Licenced User Agreements as set out in the applicable Order Form, that will apply to the Customer and as such are incorporated within and may take precedence over this Contract ("Third Party Conditions"). The Customer and/or User shall accept the Third Party Conditions prior to the Services being activated and such acceptance of the Third Party Conditions is a condition of such Services being provided.
- 4.13. Customer acknowledges and agrees that VoIP Service may not be compatible with certain alarm and security systems, medical monitoring devices, fax machines, and dial-up modems and paging systems. Customer's attempt to use any such systems in connection with the Service is solely at its own risk and Supplier shall not be liable for any damages whatsoever for any non-operation or damage to such services or devices.
- 4.14. Customer agrees that Supplier shall have the option in its sole discretion, but no obligation, to list or cause to be listed the telephone numbers assigned to Customer in any directories. To the extent such numbers are listed, Customer agrees that Supplier has and shall have no liability for any errors or omissions in such listings.
- 4.15. Customer agrees that Supplier shall have the right to use the Customer data in the form of aggregated data (which right shall survive Termination). Customer further agrees that Supplier and any Third-Party shall have the limited right to use the Customer data in the form of non-aggregated data as necessary for Supplier and Third-Party to perform their obligations under or arising out of this Contract.
- 4.16. Some Services may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through the Services, including written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Customer consents to such recording and monitoring, however the Supplier shall have visibility on such recordings only in cases if the Supplier's assistance is requested with a Customer incident and if the Customer sends the diagnostic information to the Supplier. Customer is also solely responsible for informing anyone with whom Customer interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including written, visual or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.
- 4.17. If conferences/conference bridges are applicable to the Services that Customer is purchasing or subscribing to Customer acknowledges that Applicable Laws may require that if a conference is recorded all participants in the conference must be informed in advance of any such recording so they may consent to being recorded.
- 4.18. Customer shall be solely responsible for complying with all Applicable Laws and third party rights when using recording features (this includes Customer's or end users obligation to obtain the consent, if required by Applicable Laws, of all participants before the commencement of the recording). Supplier shall have no liability to Customer, end users or any participant in Customer's or end users recorded conference with respect to Customer's obligations under this clause 4.

High Risk Activities

- 4.19. Where Services enable emergency calling, the Customer acknowledges that IP-based calling may operate differently from traditional fixed-line services. The Customer must provide and maintain accurate end-user location information and comply with the applicable Telephone Services Schedule or Emergency Call Routing Service Schedule. Nothing in this clause excludes liability which cannot lawfully be excluded under Applicable Laws.
- 4.20. Where Services enable emergency calling, the Customer acknowledges that IP-based calling may operate differently from traditional fixed-line services. The Customer must provide and maintain accurate end-user location information and comply with the applicable Telephone Services Schedule or Emergency Call Routing Service Schedule. Nothing in this clause excludes liability which cannot lawfully be excluded under Applicable Laws.

5. CUSTOMER OBLIGATIONS

- 5.1. The Customer shall:
 - 5.1.1. ensure it has suitable licences in place for any Third Party software required (which is not procured or provided by the Supplier) to allow the Supplier and its subcontractors to provide the Services;
 - 5.1.2. co-operate with Supplier in the provision of the Services;
 - 5.1.3. provide, in a timely manner, access to such information, data, premises, personnel, office accommodation and other facilities as Supplier may reasonably require for the performance of the

- Services;
- 5.1.4. allow Supplier the use of the Customer Equipment to the extent necessary to enable it to provide the Services;
 - 5.1.5. ensure the Customer Equipment and IT system is Virus free;
 - 5.1.6. ensure that it has access to a fast and resilient internet service;
 - 5.1.7. be responsible (at its own cost and expense, unless otherwise agreed) for preparing the Site(s) for the supply of the Services;
 - 5.1.8. promptly notify Supplier in writing of any changes to the number of Users or to the Customer System, any such change to be made pursuant to this Contract;
 - 5.1.9. ensure that payment on all manufacturing warranties relating to the Customer Equipment (and each element thereof) is up to date;
 - 5.1.10. ensure the operability of its Customer Equipment in line with industry standards and vendor original equipment manufacturer (OEM) guidelines;
 - 5.1.11. where a Microsoft Cloud service is deployed / utilised within the Services (Azure, Enterprise Mobility Suite or Office365) Supplier will be assigned to the cloud subscription(s) as the Claiming Partner of Record and Digital Partner of Record (as defined by Microsoft) for a minimum of twelve (12) months from advanced completion date;
 - 5.1.12. maintain and allow Supplier continuous global admin access to the Customer's relevant Microsoft cloud services portals for the duration of this Contract, where this is required by the Supplier to deliver the Services; and
 - 5.1.13. shall comply with the terms of any Third Party Conditions (if applicable);
 - 5.1.14. comply with all Applicable Laws in connection with the use of the Services (including requirements applicable to the operation of multiline telephone systems) and ensure that all end users of the Services comply with Applicable Laws and the terms of this Agreement;
 - 5.1.15. implement rigorous fraud prevention and detection risk mitigation controls and the Customer accepts full liability and shall hold the Supplier harmless for any misuse or fraudulent use and/or purchases of Services. Accordingly, the Customer is liable and shall hold the Supplier harmless for all payments of all costs incurred relating to any Fraud or Fraudulent use of any of the Services and/or systems (including Customer's systems) provided under this Contract; and
 - 5.1.16. where necessary, support Supplier with escalations and resolution of incidents in accordance with Third Party service levels detailed in the relevant Appendix (where applicable).
 - 5.1.17. promptly provide all information, documentation, evidence, approvals, certifications, authorisations and assistance reasonably requested by Supplier in connection with:
 - (a) the provision, implementation, management or support of the Services;
 - (b) compliance with Applicable Laws;
 - (c) regulatory, licensing, registration or taxation requirements;
 - (d) sanctions, anti-money laundering, anti-fraud, know-your-customer and customer due diligence requirements;
 - (e) data protection, privacy and security requirements; and
 - (f) requirements imposed on Supplier by any Authority, Third Party Provider, licensor, subcontractor or supplier involved in providing the Services.
- 5.2. In the event that Supplier requires the decision, approval, consent or any other communication from the Customer in order to continue with the provision of the Services or any part thereof at any time, the Customer shall provide the same in a reasonable and timely manner.
- 5.2.1. Where Supplier's performance is dependent on any Customer action, approval, instruction, information, consent, access, authorisation, porting documentation, Letter of Authorisation, technical prerequisite, third-party coordination or other Customer dependency, any failure or delay by the Customer shall:
 - (a) extend any implementation or delivery milestones by an equivalent period;
 - (b) not constitute a Supplier failure or delay;
 - (c) not delay the Services Start Date where Supplier has completed all activities reasonably required of it; and
 - (d) not delay the commencement of Charges or the Minimum Contract Term.
 - 5.2.2. Where implementation is postponed, suspended, paused or delayed for more than thirty (30) days due to the Customer or any third party acting on its behalf, Supplier reserves the right to:
 - (a) invoice completed implementation work;
 - (b) commence recurring Charges where the Service is capable of being made available; and
 - (c) charge additional professional services fees reasonably incurred as a result of remobilisation or re-scheduling activities.
 - 5.2.3. Where the Customer fails to comply with clause 5.1.17, Supplier may delay implementation, suspend, restrict or decline to provide all or part of the Services where Supplier reasonably considers the requested information or assistance necessary to:
 - (a) provide the Services;
 - (b) comply with Applicable Laws;
 - (c) satisfy regulatory, licensing, security, fraud prevention or contractual requirements; or
 - (d) comply with requirements imposed by any Authority, Third Party Provider, licensor, subcontractor or supplier.
 - 5.2.4. Any delay, suspension or restriction arising from the Customer's failure to comply with clause 5.1.17 shall:
 - (a) not constitute a breach by Supplier;
 - (b) not delay the Services Start Date where Supplier has completed all activities reasonably required of it;
 - (c) not delay the commencement of Charges or the Minimum Contract Term; and
 - (d) not relieve the Customer of its obligation to pay Charges that have otherwise validly commenced under the Contract.
 - 5.3. If any consents, licences or other permissions are needed from any third parties (such as, without limitation, software or hardware licensors, landlords, local authorities) to enable Supplier to provide the Services, it shall be the Customer's responsibility to obtain the same in advance of the Services Start Date and for the Term.
 - 5.4. The Customer acknowledges that Supplier's provision of the Services in accordance with this Contract is subject to the Customer's fulfilment of its obligations under this Contract. Supplier shall not be in breach of this Contract and shall not be liable for any failure to deliver the Services or perform its obligations under this Contract to the extent that such failure is caused by the Customer's (or a third party, on behalf of the Customer's) failure to fulfil any of its obligations under this Contract, provided that Supplier:
 - 5.4.1. has notified the Customer of such failure or anticipated failure and its likely effect on the provision of the Services and/or on the ability of Supplier to perform its obligations under this Contract; and
 - 5.4.2. used reasonable endeavours to mitigate the effect of such failure or anticipated failure and, where possible, to continue to perform its affected obligations.
 - 5.5. The Customer recognizes that Malware may enter Services or the Customer's information technology environment notwithstanding the Supplier's compliance with this Contract and if such entry does occur notwithstanding such compliance is not due to the Supplier's deliberate act or negligence then such entry shall not constitute a breach of this clause 5.3. For the avoidance of doubt, the Customer network may become infected from a Virus from various sources which even fully operable and up to date anti-virus definitions cannot avoid. In the event of a Virus, worm, trojan, Cryptolocker event or other form of malware ("Malware"), the removal of the Malware (including any ransom payable) shall be paid by the Customer inclusive of the time spent by the Supplier in addressing and removing any Malware except in the event the Supplier's negligence, in which case the time costs associated with the removal shall be borne by the Supplier excluding any ransom payable). If the Customer has failed to follow the Supplier's reasonable recommendations or to ensure appropriate cyber security education, training and procedures are not implemented, then the Supplier shall not be in anyway liable to the Customer for any related costs arising therefrom.
 - 5.6. The Customer agrees and acknowledges the terms of the applicable Third Party Conditions and Customer Agreement and that such terms shall form part of this Contract. For the avoidance of doubt, in the event the applicable Third Party Conditions and/or Customer Agreement is not applicable to the Services being received or delivered by Supplier to the Customer under this Agreement, such agreements shall not apply.
- Prevention of corruption and anti-bribery and anti-human trafficking**
- 5.7. Each Party confirms that at the date of the Contract and to best of its knowledge it nor any of its officers, employees:
- 5.7.1. Has been convicted of any offence involving slavery and human trafficking; and
 - 5.7.2. Has been or is the subject of any enforcement proceedings by any governmental, administrative or regulatory body regarding

any offence or alleged offence of or in connection with slavery and human trafficking.

- 5.8. Each Party shall comply with all Applicable Laws relating to (i) anti-bribery and anti-corruption, (ii) anti-slavery and anti-human trafficking; (iii) Sanctions; (iv) equality laws; and (v) competition laws.

6. CHARGES AND PAYMENTS

General

- 6.1. Charges for the Services are as detailed on the Order Form and calculated using the details provided by the Supplier. Some Charges may be subject to survey and additional Charges which can only be determined, and subsequently agreed with the Customer prior to the Services Start Date, may apply. Other charges that may apply are set out in the relevant Contract documents.
- 6.2. The Customer acknowledges that licence-based, subscription-based, hosted and cloud Services are procured, reserved, maintained or committed by Supplier based on quantities ordered by the Customer. Accordingly, Charges shall apply irrespective of:
- actual utilization;
 - user adoption;
 - login activity;
 - consumption levels; or
 - whether the Customer elects to use the Services following activation.
- 6.3. For the avoidance of doubt:
- actual use of the Services by the Customer is not a condition precedent to invoicing;
 - Charges shall be payable regardless of whether the Customer has migrated users, deployed equipment, completed onboarding activities, commenced production use or ported telephone numbers;
 - Customer delays or third-party delays shall not delay the commencement of recurring Charges where Supplier has completed its implementation obligations.
- 6.4. If not specifically itemized and costed separately on the Order Form, any Usage or non-recurring Charges (excluding inclusive Usage Charges) that are incurred by the Customer whilst utilising the Services, will be chargeable at the Charge communicated by the Supplier at the time or at the standard Supplier then current rate card (available on request), or as set out on the Order Form, as applicable.
- 6.5. The Initial Charge detailed on the Order Form is payable to Supplier on receipt of the Initial Charge invoice which will be issued promptly to the Customer following the Effective Date and is in addition to any other charge and is not refundable.
- 6.6. The Customer is responsible for and must pay for all Charges attributable to or incurred through the Services, including but not limited to Usage Charges and those arising from Fraud or Fraudulent use or unauthorised use of the Services, whether the Services is used by the Customer or someone else with or without the permission of the Customer.
- 6.7. Supplier shall send the invoices via email to the email address notified by the Customer to Supplier. Unless otherwise stated on the Order Form, Supplier shall, following the issue of the Initial Charge invoice, send its next invoice normally within fourteen (14) days of the Effective Date and then at monthly intervals thereafter. Sometimes Supplier may send the Customer an invoice at a different time.
- 6.8. The Customer shall be liable for all Charges associated with services ordered on the Order Form from the earlier of: (i) the Services Start Date; or (ii) the date on which the Supplier has completed all implementation, delivery, or preparatory obligations required to make the services available, provided that any delay in the actual commencement or activation of the services is due to the Customer's actions, omissions, or failure to provide necessary information, access, or approvals; unless otherwise stated in the Order Form. Time for payment for amounts due under this Contract shall be of the essence. The Customer shall pay Charges and all other amounts due in full on the due date in cleared funds without set off, deduction, withholding and/or counterclaim on any grounds whatsoever.
- 6.9. Unless otherwise stated in the Order Form the Customer agrees to pay monthly:
- in advance for subscription, rental, and other recurring charges (including inclusive Usage Charges); and
 - in arrears for Usage (excluding inclusive Usage Charges), connection and any other non-recurring charges. Where possible these charges will appear on the Customer's next invoice but sometimes there may be a delay.
- 6.10. All Charges are exclusive of any applicable Tax which is chargeable at the applicable rate.
- 6.11. As part of its credit management procedures, Supplier may at any time:
- carry out a credit check of the Customer. The Customer agrees to provide Supplier with any information Supplier may reasonably require for this; and require the Customer to pay a deposit or provide a guarantee as security for payment of future invoices by

the means requested by Supplier; and/or

- require the Customer to agree a payment plan determined by Supplier that in Supplier's sole opinion will cover their estimate of the Customers monthly charges for utilising the Services.
- 6.12. Payment is due thirty (30) days from the date of the invoice unless otherwise stated on the Order Form and any credits raised by Supplier shall be applied directly to the Customer's account.
- 6.13. Unless agreed otherwise in an Order Form, the Customer must pay all Charges by Direct Debit.
- 6.14. Payments made other than by Direct Debit will be collected by Supplier, but Supplier may apply an additional five percent (5%) payment processing fee to a subsequent invoice.
- 6.15. Where Supplier has subscribed to a standard Supplier pricing package or scheme, the Customer agrees that the charges specified in the Service Catalogue may be amended by the terms of the pricing package or scheme. Upon termination of the pricing package or scheme, the charges will revert to those specified in the Service Catalogue.
- 6.16. Supplier shall invoice the Customer for the Services as detailed on the Order Form once they are made available for the Customer use. This may include a non-refundable deposit or advance/pre-payment if detailed on the Order Form.
- 6.17. Irrespective of whether the Customer terminates this Contract early under clause 9, the Customer shall remain responsible for repaying all amounts due under the Contract.
- 6.18. When applicable, Supplier shall be entitled to increase the Charges to accommodate the greater of increased Third Party and Supplier operational costs or in line with the percentage increase in the Retail Prices Index in the preceding twelve (12) month period and such increase shall be applied on or after each anniversary of the Services Start Date. Furthermore, notwithstanding clause 8, the Supplier shall be entitled to make changes to the applicable rate cards to reflect any third-party costs and such change shall be applied on the Client's next monthly invoice. The parties also understand that the currency exchange rate may fluctuate from time to time, so the parties agree to update the rates at least quarterly, with changes taking effect at the start of each calendar quarter.

Disputed Invoices

- 6.19. If the Customer disputes any charge on an invoice the Customer must notify Supplier in writing within fourteen (14) days of the date of the invoice stating the reason or reasons why it believes the invoice to be incorrect.
- 6.20. Supplier shall attempt to resolve any disputes promptly and in the meantime the Customer must not withhold any payment unless such withholding has been agreed to in writing by Supplier.
- 6.21. Upon resolution of the dispute, the Customer shall pay any remaining amount that is properly due and owing under the invoice, and if the original invoice was shown to be correct, the Customer shall be subject to the additional charges in accordance with clause 6.23.
- 6.22. Any dispute received by Supplier after the fourteen (14) day period has elapsed will be processed at Supplier's sole discretion.

Late Payment

- 6.23. If the Customer defaults in paying any sum due under the Contract by the due date for payment, Supplier may charge the Customer:
- Supplier may recover interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, without prejudice to any other rights or remedies available under this Contract.
 - Interest shall accrue from the due date until payment, whether before or after judgment, at the statutory rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998, or such lower rate as may be required by Applicable Laws.
- 6.24. If the Customer does not pay an invoice, Supplier may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If Supplier instructs an agency, the Customer shall be liable for the reasonable costs Supplier has to pay to the agency, who will add the sum to the Customer's outstanding debt on Supplier's behalf.
- 6.25. If any sum owed by the Customer to Supplier under the Contract or any contract with Supplier is not paid by the due date, Supplier may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with Supplier.
- 6.26. Additionally, if any Charge(s) owed by the Customer to Supplier under the Contract or any contract with Supplier is not paid by the due date, Supplier may suspend the Services by giving twenty-four (24) hours' notice in writing. Only when all outstanding payments have been paid to Supplier would the Services be recommenced. The Customer shall continue to pay the Charges during any period of suspension.

Fraud Prevention

- 6.27. Supplier may check the Customer's details with a fraud prevention agency. If the Customer provides information that Supplier reasonably believes to be false or incorrect and Supplier suspects fraud, Supplier may record this information with a fraud prevention agency. Supplier and other organisations may use and search this information.
- 6.28. If the Services permit or require passwords and usernames to access the Services or control the Services, it is the responsibility of the Customer to manage this security. Supplier shall not be responsible for any security breaches in this regard nor shall it be liable for any costs that result from such a security breach.

True Up

- 6.29. The number of active and/or enabled licences and/or seats set out in any applicable SOW are subject to an initial validation true up by the Supplier within 30 (thirty) days of the Service Start Date set out in any applicable SOW.
- 6.30. The Customer acknowledges that the number of active and/or enabled licences and/or seats, as appropriate, may increase over time through usage of the Services by the Customer. Unless agreed otherwise in an applicable SOW, the Supplier will review (audit) and true up the actual number of active and/or enabled licences and/or seats, as appropriate.
- 6.31. Where the provisioned number of active and/or enabled licences and/or seats across the Customer tenant exceeds the then current Charges paid by the Customer, the Customer agrees to maintain and pay for a new minimum number of active and/or enabled licences and/or seats from the period of the identified increase until the remainder contracted term. For avoidance of doubt, this new minimum number of active and/or enabled licences and/or seats shall equal the highest amount of active and/or enabled licences and/or seats identified as using the Services across the entire Customer tenant at any point during the audited period.
- 6.32. The Customer shall pay the Supplier's Charges for the new minimum number of active and/or enabled licences and/or seats on or after the issuance of the Supplier's provisioning report for the remainder of the contracted term unless further revised by the Supplier from time to time in accordance with the provisions of this Contract.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. The Customer agrees that use of the Services is at the Customer's sole risk.
- 7.2. The Supplier warrants to the Customer that the Services will, during the term of this Contract, materially conform to the description of the Services as set out in the Service Schedule.
- 7.3. The Customer's sole and exclusive remedy, and the Supplier's sole and exclusive liability, for a breach of the limited warranties set forth in this clause 7 is that, upon written notice to the Supplier by the Customer, the Supplier will use reasonable endeavours to remedy the Services to materially conform with the limited warranty in clause 7.2.
- 7.4. **SAVE AS EXPRESSLY SET OUT IN THE CONTRACT, NEITHER PARTY GIVES ANY REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OF OPERATION OF APPLICABLE LAWS) OR STATUTORY, AS TO ANY MATTER WHATSOEVER. THE SUPPLIER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, QUALITY, ACCURACY AND TITLE.**
- 7.5. The Supplier does not warrant that the Services will be error free or that the operation of will be secure or uninterrupted.
- 7.6. The Customer will not have the right to make or pass on any representation or warranty on behalf of the Supplier to any Customer client or Third Party.
- 7.7. The Customer warrants and represents that (except in relation to third party hardware, software or services procured by Supplier for or on behalf of the Customer in accordance with the Contract):
- 7.7.1. It holds valid licences and consents from for all Third Parties to make available and permit Supplier to use the Customer Equipment, including any goods, services or software which are sub-licensed by a Third Party to the Customer for use with the Customer Equipment, for the purposes of enabling Supplier (and any sub-contractors) to carry out the Services pursuant to the Contract and that such use shall not infringe any Third Party IPR;
- 7.7.2. It has all the relevant and necessary end user licensing in place where it is required to access Supplier's infrastructure and/or utilise any software;
- 7.7.3. The Customer shall immediately notify Supplier if it becomes aware of any failure by the Customer to meet its obligations of this clause 7 and the Customer shall provide Supplier with all assistance reasonably requested to assist in taking all steps to mitigate, remedy or defend any failure to meet the obligations set out in this clause 7.7.
- 7.8. Each party represents, warrants and undertakes that:
- 7.8.1. it has full capacity and authority and all necessary consents to

enter into and to perform this Contract and to grant the rights and licences referred to in this Contract and that this Contract is executed by its duly authorized representative and represents a binding commitment on it;

- 7.8.2. without affecting its other obligations under this Contract, it shall comply with all applicable legislation in the performance of its obligations under this Contract.

- 7.9. Supplier warrants and represents to the Customer that:

- 7.9.1. the provision of the Services by or on behalf of Supplier does not and shall not infringe any IPR of any third party;

- 7.9.2. Supplier has all rights and permissions necessary to assign:

- 7.9.2.1. the Developed Materials (and any Third Party IPR therein) to the Customer in accordance with clause 12.2 and use of the Developed Materials (and any Third Party IPR therein) in accordance with the Contract shall not infringe any Third Party IPR; and
- 7.9.2.2. the Supplier IPR to the Customer in accordance with clause 13.2 and use of the Supplier IPR in accordance with the Contract shall not infringe any Third Party IPR.

- 7.10. In respect of the Services, the Customer agrees that its primary remedies in respect of any non-conformance with any warranty in this Contract are set out in this clause 7.

- 7.11. The Customer must promptly notify the Supplier of any non-conformance to the above warranties in order to benefit from the remedies stated above and in any event within fourteen (14) days after delivery of any Services.

8. CHANGE CONTROL PROCEDURES

- 8.1. Supplier shall be entitled to change the Contract at any time to comply with Applicable Laws or the direction or instructions of any Authority or Third Party, or to reflect changes within the Supplier business that were not foreseen at the time the Contract was signed and will publish any change in line with clause 8.2.
- 8.2. Unless otherwise stated in the Contract, Supplier shall publish any changes to the Order Form and/or Contract (including the Charges) on the Customer invoice or in accordance with clause 17.17 as follows:
- 8.2.1. For changes that are to the Customer's detriment (this includes any increases to the Charges or changes that require the Customer to make any changes to how the Services are used), at least fourteen (14) days before the change is to take effect; and
- 8.2.2. For all other changes at least one (1) day before the change is to take effect.
- 8.3. Any revised Conditions that are issued and agreed as variations or additions to the original Contract shall automatically apply to the original Contract.
- 8.4. Either Party may request changes to any of the Services under the Contract (in each case, a "Change Request"). Any Change Request shall be made in writing and sent to the Customer representative or Supplier representative (as appropriate) and shall set out the change in sufficient detail so as to enable the other Party to make a proper assessment of such change.
- 8.5. Where the Parties propose a Change Request, Supplier shall provide a written estimate of the likely time required to implement the change, any necessary variations to the Charges as a result of the change, the likely effect of the change on the Services, and any other impact of the change on the terms of this Contract. The Customer shall notify Supplier whether it accepts or reasonably rejects the Change Request within five (5) Business Days of its receipt of the written estimate.
- 8.6. A Change Request shall become a "Change Order" when the Change Order form has been signed by a duly authorized representative of both Parties to signify their approval to the change. Until such time the Parties shall continue to perform their respective obligations under the Contract without taking into account the Change Request. Once duly signed, Change Orders shall be deemed incorporated into Contract and Supplier shall commence performance of the Change Order accordingly.
- 8.7. Neither Party shall be required to accept any Change Request made by the other Party and shall not be bound by the Change Request unless it has been agreed in writing as set out above.
- 8.8. Unless otherwise agreed in writing, Supplier shall be entitled to charge the Customer at Supplier's then current rates for investigating, reporting on and, if appropriate, implementing a Change Request requested by the Customer.
- 8.9. The Supplier shall use its reasonable endeavours to promptly notify the Customer of any changes in Applicable Laws relevant to the provision, receipt or use of the Services (other than a change in Applicable Law which relates uniquely and specifically to the Customer in respect of which each Party shall promptly notify the other upon becoming aware of the same). Following the Supplier becoming aware of any change in Applicable Law, the Supplier shall notify the Customer of any changes to the Services (or any part thereof) that may be necessary to ensure that

the provision of the Services and their receipt and use by the Customer continues to comply with Applicable Law (each a "Mandatory Change"). Each Mandatory Change shall be introduced by the Supplier and progressed by the Parties through the Change Control Procedure. The Customer shall pay the costs and expenses of a Mandatory Change (including the costs and expenses of implementing that Change and any ongoing costs and expenses in respect of that Change) to the extent the relevant change in Applicable Law relates uniquely and specifically to the Customer by the Supplier. To the extent to which clause 8 does not apply to the relevant change in Applicable Law, Supplier shall consult with the Customer on the manner, form and timing of changes it proposes to make to meet any changes in Applicable Law where they would impact the Services. The Supplier shall not implement any change, without the Customer's prior written agreement, which would have an adverse effect on the Supplier's ability to provide the Services in accordance with the Contract. Any change which impacts any of the Services shall be agreed and documented in accordance with this clause 8. Without prejudice to the rest of this clause 8, the Supplier shall use all reasonable endeavours to minimize any disruption caused by any changes in Applicable Laws introduced pursuant to this clause.

9. TERMINATION

- 9.1. In the event the Customer cancels the Contract or the Services at any time prior to a Services Start Date, an Early Cancellation Charge may apply on the following basis:
 - 9.1.1. In the event the cancellation is received within seven (7) days from the Effective Date and before the Services Start Date there will be no Early Cancellation Charge payable by the Customer.
 - 9.1.2. In the event the cancellation is received after seven (7) days the Customer shall pay Supplier, as a reflection of the costs it incurred in setting up the Services a sum equal to the total Initial Services Charge (as set out on the Order Form) that the Customer would have paid to set up the Services, less a discount of 10%.

(Collectively the "Early Cancellation Charge").
- 9.2. Once the Services Start Date has occurred, for all or part of the Services, the Contract or the Services may be terminated by either Party on not less than ninety (90) days written notice to the other Party, for whatever reason, however an Early Termination Charge may apply in accordance with clause 9.3.
- 9.3. Subject to clause 9.4, if the Customer or Supplier terminates the Contract or the Services or any part of the Services during the Minimum Contract Term and/or Renewal Term, the Customer shall pay Supplier:
 - 9.3.1. all outstanding Charges, which shall include all unpaid invoices and any Charges for Services that have not been invoiced up to the date of the termination; plus
 - 9.3.2. a sum equal to all the remaining Monthly Services Charges that the Customer would have paid had the Contract continued for the Term, less a discount of 10% (ten percent) of such remaining Monthly Services Charges.

(Collectively, the "Early Termination Charge")
- 9.4. This Early Termination Charge will be invoiced in accordance with clause 6. Without prejudice to clause 9.4, clause 9.3 will not apply if:
 - 9.4.1. the Customer terminates the Contract or Services or any part of the Services during the Minimum Contract Term and/or Renewal Term because Supplier is in material breach of this Contract and Supplier acknowledges that such material breach cannot be rectified; or
 - 9.4.2. the Customer gives notice to terminate the Contract within one (1) month of Supplier notifying the Customer of a major (over 30%) increase to the Charges or major (as defined by Supplier) changes to the Conditions or Services in either case to the Customer's significant detriment; or
 - 9.4.3. Supplier terminates the Contract or the Services during the Minimum Contract Term and/or Renewal Term for convenience; or
 - 9.4.4. the Contract is terminated in accordance with clause 9.5 or 17.3.
- 9.5. The Customer may terminate this Contract by way of notice in writing if:
 - 9.5.1. Supplier materially breaches the Contract and, if the breach is capable of remedy, fails to cure the breach within thirty (30) days of being asked by the Customer to do so; or
 - 9.5.2. insolvency proceedings are brought against Supplier or Supplier makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of Supplier's assets or Supplier goes into liquidation or a corresponding event under any jurisdiction.
- 9.6. Supplier may suspend the Services or terminate the Contract, or both, at any time without notice and, if the Contract is terminated, apply the Early Termination Charge to include payment of the amounts referred to in clause 9.3, if:

- 9.6.1. the Customer breaches the Contract or any other contract that the Customer has with Supplier and, if the breach is capable of remedy, fails to cure the breach within a reasonable time (not exceeding thirty (30) days) of being asked by Supplier to do so. In this clause breach includes the Customer planning to or commencing to move the all or part of the Services to an alternative supplier prior to the end of the Term without providing Supplier any notice of the change; or
- 9.6.2. Supplier reasonably believes that the Services are being used in a way not in accordance with and/or forbidden by clauses 4.1 to 4.7 or as detailed in clause 4.8.2. This applies even if the Customer is unaware that the Services are being used in such a way; or
 - 9.6.2.1. the Customer is declared bankrupt, files for bankruptcy protection, make an assignment for the benefit of creditors or is in receivership; or
 - 9.6.2.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
 - 9.6.2.3. the Customer ceases, or threatens to cease, to carry on business; or gives notice of their intention to migrate all or part of the Services, or
- 9.6.3. Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

10. TERMINATION CONSEQUENCES

- 10.1. Termination of this Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.
- 10.2. On termination of this Contract for any reason:
 - 10.2.1. Supplier shall immediately cease provision of the Services;
 - 10.2.2. all Charges payable by the Customer to Supplier under this Contract shall become due immediately despite any other provision of the Contract. Additionally, in the event the Charges identifies the Services are to be provided for a minimum term and the Customer Order Form confirms this and termination takes place before the minimum term has expired then the remaining fees applicable to the end of the applicable minimum term shall be payable by the Customer; and
 - 10.2.3. the Customer shall within thirty (30) days send to the Supplier or otherwise dispose of in accordance with the directions of the Supplier copies of all Documentation and all Confidential Information relating to the Services then in the possession of the Customer;
 - 10.2.4. all the Customer data, including but not limited to databases, contacts, calendars, email, content, recordings etc., will be irrevocably deleted by the Supplier within thirty (30) days of termination, unless such records are legally required to be retained by the Customer, in which case the Customer shall notify the Supplier and the Supplier shall secure all necessary data prior to termination. The Supplier will not be responsible for any loss of data or any damages resulting from the deletion of this data following the termination of the Services;
 - 10.2.5. clauses that are necessary for the enforcement or interpretation of this Contract shall survive, which shall include, but not be limited to, clauses relating to termination, payments, warranty, confidentiality, solicitation, indemnification, retention of title and protection of Intellectual Property Rights;
 - 10.2.6. in the event that any money is owed by Supplier to the Customer, Supplier shall refund any money after first deducting any money due to Supplier under this Contract or any other contract that Supplier has with the Customer;
 - 10.2.7. subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Contract;
- 10.3. Where individual Order Forms are terminated in isolation to the main Contract, clauses 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5 and 10.2.6 shall apply.
- 10.4. Termination or expiry of this Contract shall be without prejudice to any provision which expressly or by implication is intended to survive termination or expiry.
- 10.5. In addition to the Charges payable under clause 10.2.2, Supplier reserves the right to invoice the Customer for any additional costs and expenses incurred as a consequence of termination of this Contract, including, without limitation:
 - 10.5.1. all engineering and administrative duties associated with Termination Assistance Services as set out in clause 10.6 below, including removing or transferring services and/or

stored Customer data.

Where such services are provided by Supplier this shall be charged at Supplier's then current rate card (available on request), or if provided by a Third Party, any related charges shall be invoiced by Supplier to the Customer in accordance with Third Party's charges plus 20% and such additional costs and expenses shall be payable by the Customer within seven (7) days from receipt of the invoice.

- 10.6. Upon termination of this Contract for any reason Supplier will provide to the Customer and/or to any new supplier selected by the Customer (the "**Successor Service Provider**") such assistance as reasonably requested by the Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to the Customer or to Successor Service Provider (such assistance shall be known as the "**Termination Assistance Services**") during any period of notice of termination (the "**Termination Assistance Period**"). Any services required by the Customer for the transition of Services during the Termination Assistance Period shall be provided by Supplier in accordance with its then current rate card (available on request) for such period of time as shall be mutually agreed. Such Termination Assistance Services may include:
 - 10.6.1. developing a plan for the orderly transition of the terminated Services from Supplier to the Customer or the Successor Service Provider; and
 - 10.6.2. such other activities upon which the Parties may agree including any non-proprietary documents to enable a Successor Service Provider to continue to provide services.
 - 10.6.3. The Customer acknowledges that any migration, transition, offboarding or supplier-change activities requested by the Customer or a Successor Service Provider are separate from the provision of the Services and may be subject to additional Charges, including professional services fees and reasonable third-party costs incurred by Supplier.
 - 10.6.4. For the avoidance of doubt, where termination, migration, transition or transfer of Services requires Supplier to provide project management, engineering support, administrative assistance, records production, coordination with third parties, data extraction, service migration activities or other transition services beyond Supplier's standard offboarding processes, Supplier may charge for such services in accordance with its then-current professional services rates and recover any reasonable third-party costs incurred.

11. LIMITATION OF LIABILITY

- 11.1. **SUBJECT TO THE LIABILITIES WHICH CANNOT LAWFULLY BE EXCLUDED OR LIMITED, NEITHER PARTY SHALL BE LIABLE UNDER OR IN CONNECTION WITH THIS CONTRACT FOR LOSS OF PROFIT, REVENUE, BUSINESS, ANTICIPATED SAVINGS, GOODWILL OR REPUTATION, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT OR CONSEQUENTIAL LOSS, IN EACH CASE WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE.**
- 11.2. **SUBJECT TO THE LIABILITIES WHICH CANNOT LAWFULLY BE EXCLUDED OR LIMITED, THE AGGREGATE LIABILITY OF SUPPLIER AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID OR PAYABLE TO SUPPLIER UNDER THIS CONTRACT IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 11.3. Nothing in this Contract excludes or limits either Party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited. Supplier's maximum liability for a failure or unavailability of Services shall otherwise be as set out in the applicable SLA.11.2,
- 11.4. Except as provided in clauses 11.2 and 11.3, Supplier shall not have any liability to Customer or Users for any harm or damages arising from the use or attempted use of the Services, and equipment and services provided by third parties including internet services.

12. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Intellectual Property Pre-Existing IPR

- 12.1. Except as otherwise expressly set out in the Contract, neither party (nor any sub-contractor) shall receive any right, title or interest in respect of the IPR owned or controlled by the other party as at the date of the Contract ("**Pre-Existing IPR**").

- 12.2. Subject to payment of Charges and excluding Supplier IPR and Third Party Materials (as defined below), the Customer shall own and retain all rights, title and interest in and to the Developed Materials that are identified as Developed Materials under a schedule (or Service Schedule) agreed between the Parties in writing.
- 12.3. Subject to payment of Charges, Supplier grants to the Customer a non-exclusive, worldwide licence for the duration of the Term to use Supplier's IPR and Third Party Materials for its own internal purposes to the extent that the Supplier's IPR and Third Party Materials are in, or are required in order to make such use of, the Developed Materials and solely in connection with the Customer's use of the Developed Materials. Customer shall have no right to sub-licence Supplier's IPR and Third Party Materials to any party without the prior written approval of Supplier and if such approval is granted, Customer shall be responsible for such party's compliance with the licence terms of this Contract.
- 12.4. Except with respect to Supplier IPR and Third Party Materials, to the extent that any IPR in the Developed Materials do not automatically vest in the Customer, Supplier hereby assigns (and shall use reasonable efforts to procure that its employees, agents and sub-contractors assign), all right, title and interest that Supplier has in the Developed Materials, at the Customer's cost and shall require that its sub-contractors do the same. Supplier shall (and shall require its sub-contractors to) execute all documents and take all actions reasonably necessary to perfect or assign its rights in the Developed Materials, at the Customer's cost.
- 12.5. Supplier will not use any equipment, supplies, facilities, computer code, work product, inventions or materials of any other third party ("**Third Party Materials**") in any Developed Materials unless Supplier has the right and authority to do so without violating the rights of such third party.
- 12.6. Supplier shall procure Third Party Materials required by the Customer for the provision of the Services, provided however such Third Party Materials come with no warranty and are as-is, and Supplier expressly disclaims any liability to the Customer with respect to the Third Party Materials supplied or licenced under this Contract. Supplier does not warrant that the Third Party Materials will operate substantially in accordance with, and perform, the material functions and features as set out in any marketing, sales or other associated documentations.

Confidentiality

- 12.7. Each Party (the "Receiving Party"), except as authorized in writing by the other Party, shall, during the Term of this Contract and for two (2) years after its termination or expiry:
 - 12.7.1. not use the Confidential Information of the other Party (the "**Disclosing Party**") for any purpose other than the performance of its obligations under the Contract;
 - 12.7.2. not, without prior written consent of the Disclosing Party, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information of the Disclosing Party to any other person;
 - 12.7.3. protect the Confidential Information of the Disclosing Party with at least the same security measures and degree of care that the Party would apply to its own Confidential Information;
 - 12.7.4. limit access to its Affiliates, directors, officers, employees, agents or professional advisers and, in the case of Supplier, to its sub-contractors, on a need to know basis and will require that such recipients to whom Confidential Information is disclosed complies with the restrictions set out in this clause 12.7 to the same extent that such person were a Party to the Contract.
- 12.8. Notwithstanding clause 12.7, either Party may disclose the other's Confidential Information to the extent required by Applicable Laws or by any Authority.
- 12.9. Neither Party shall without prior written consent of the other, make any announcements concerning the Contract or its subject matter to any third party, except that Supplier may:
 - 12.9.1. name the Customer as a client for marketing purposes; and
 - 12.9.2. subject to the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed) issue a press release on the entering into of the Contract announcing the entering into of this Contract (but not the commercial terms of the same).
- 12.10. Notwithstanding the expiry or early termination of the Contract, the provisions of clause 12.7 shall continue to apply to each Party for a period of three (3) years after the termination of this Contract for any reason.
- 12.11. In the event of the expiry or termination of the Contract, within thirty (30) days of such expiry or termination each Party shall upon written request return to the other Party (or, at the other Party's election, destroy) all Confidential Information, or where Confidential Information cannot be so returned or destroyed, shall use reasonable efforts to ensure that all Confidential Information in electronic, digital or machine readable form is no longer readily accessible from any computer or other device under the control of that Party.

Developed Materials

- 12.12. Information Supplier holds about the Customer may be used for fraud prevention and credit check purposes and this may include Supplier sharing such information with third-party companies including other communication companies and third-party funders.
- 12.13. Where the Freedom of Information Act (FOIA) applies to the Customer and the Customer receives a request under the FOIA that includes any information held by the Customer that was provided by Supplier in connection with the Contract the Customer shall:
- 12.13.1. notify Supplier immediately of the request; and
- 12.13.2. give Supplier at least five (5) Business Days to respond to the FOIA request.
- 13. LICENSES**
- 13.1. Supplier shall procure any Third Party Software required by the Customer for the provision of the Services. Except as expressly set out in the relevant Third Party Conditions, Supplier expressly excludes any warranty and liability to the Customer that the Third Party Software supplied or licenced under this Contract will operate substantially in accordance with, and perform, the material functions and features as set out in its marketing, sales or other associated documentations. The Customer shall remain liable for any and all payments owed to Supplier throughout this Contract and until the end of the respective licence terms for such Third Party Software (the "Licence Fees").
- 13.2. In consideration of the Licence Fees paid by the Customer to the Supplier, receipt of which the Supplier hereby acknowledges, the Supplier grants to the Customer a non-exclusive, revocable, worldwide, non-transferable licence for the Term to use the Third Party Software listed under Services section on Order Form.
- 13.3. In relation to scope of use, use of the Third Party Software:
- 13.3.1. shall be restricted to use of the Third Party Software in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Third Party Software by, or for the benefit of, any person other than an employee of the Customer);
- 13.3.2. means loading the Third Party Software into temporary memory or permanent storage on the relevant computer, provided that installation on a network server for distribution to other computers is not "use" if the Third Party Software is licenced under this licence for use on each computer to which the Third Party Software is distributed; and
- 13.3.3. may be governed by separate licences, which may be found in the Documentation or on other media delivered with the Third Party Software and which are incorporated by reference into this Contract. Notwithstanding any other terms in this clause, use of Third Party Software shall be governed by its separate licences whereby the Customer shall comply with the terms and conditions of all end user licence agreement accompanying any Third Party Software used in connection with the Services.
- 13.4. The Customer may not use the Third Party Software other than as specified in clause 13.3 without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier.
- 13.5. Except as expressly stated in this section 13, the Customer shall not (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Third Party Software in whole or in part except to the extent that any reduction of the Third Party Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Third Party Software with the operation of other software or systems used by the Customer, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction.
- 13.6. The Customer shall not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under clause 13.5 to create any software whose expression is substantially similar to that of the Third Party Software nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 13.7. The Customer acknowledges that it is responsible for ensuring that the Customer Equipment, and operating software for such Customer Equipment is compatible with the Third Party Software and Supplier gives no warranty in relation thereto unless agreed otherwise in writing between the Parties.
- 13.8. Except as expressly set forth in the relevant Third Party Conditions and subject to this Contract and to the fullest extent permitted by law, the Third Party Software is provided on an 'as is' basis, without warranty of any kind and Supplier expressly disclaims any and all warranties, whether express

or implied, including (but not limited to) warranties of merchantability, title, fitness for a particular purpose and non-infringement. In particular, but without limitation, Supplier does not guarantee that the Third Party Software will:

- 13.8.1. be error free;
- 13.8.2. function without interruption; or
- 13.8.3. be of merchantable quality or fit for purpose.

14. INDEMNIFICATION

- 14.1. Customer shall defend, at the Customer's expense, and shall at all times keep the Supplier indemnified against any claim for loss, damage, costs, expenses, injury or death to the Supplier and/or third parties howsoever arising (directly or indirectly) out of or in connection with the negligence, non-compliance with Applicable Law or the Contract or any Third Party Conditions; breach of duty of care; or any other act or omission of the Customer or any User in relation to the use or attempted use of the Services hereunder, including but not limited to any allegation that Supplier's use of any IPR owned by Customer and provided by Customer hereunder for the performance of the Services violates any rights of a third party.
- 14.2. The Supplier shall defend, at the Supplier's expense, any third party claim (the "Claim") brought against the Customer alleging that use of any Services under this Contract infringes any Third Party IPR. If in the Supplier's reasonable opinion, the Services become the subject of a Claim, then the Supplier shall either obtain for the Customer the right to continue using the Services, replace it, or, with the prior written consent of the Customer, modify it so it becomes non-infringing. If such remedies are not reasonably available (in the Supplier's sole opinion), then the Supplier shall grant the Customer a credit for any Services supplied, as normally depreciated, and accept its return.
- 14.3. The Supplier shall have no liability for any Claim resulting from (a) the combination of the Services with other services which were neither supplied nor combined with the Services by the Supplier, this includes any claims that have arisen from the modification or alteration to the Services by any party that is not the Supplier; (b) Services provided wholly or partly according to Customer's specifications; (c) Customer continues alleged infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (d) Customer's use of the Service not strictly in accordance with the Contract.
- 14.4. Subject to clause 14.1, the Supplier shall pay all costs and damages awarded or agreed to in settlement of a Claim PROVIDED THAT the Customer furnishes the Supplier with prompt written notice of the Claim and provides the Supplier with reasonable assistance and sole authority to defend or settle the Claim.
- 14.5. Any indemnity claim under the Contract shall be subject to the following:
- 14.5.1. in relation to any third party claims only, the indemnified Party shall notify the indemnifying Party as soon as reasonably practicable after becoming aware of any circumstances that are likely to give rise to an indemnity claim and shall keep the indemnifying Party informed as to the conduct of such claim;
- 14.5.2. the indemnified Party shall take all reasonable steps to mitigate its losses arising in relation to the indemnity claim; and
- 14.5.3. in relation to any third party claims only, the indemnified Party shall not settle any indemnity claim without the prior written consent of the indemnifying Party (such consent not to be unreasonably withheld or delayed).
- 14.6. The indemnifying Party shall not be liable under the indemnity to the extent that the claim results from the default or negligence of the indemnified Party.
- 14.7. **THIS SECTION 14 SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPPLIER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPPLIER MATERIALS OR ANY SUBJECT MATTER OF THIS CONTRACT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**
- 15. INSURANCE**
- 15.1. During the Term, each Party shall maintain insurance appropriate to its obligations and risks under this Contract, including all insurance required by Applicable Laws, and shall provide reasonable evidence of such insurance on written request.
- 15.2. The Customer shall procure the insurer's agreement at Supplier request and shall provide to the Supplier with 30 days' advance written notice in the event of a cancellation or material change in the Customer's insurance policies. Except where prohibited by law, the Customer shall require its insurer to waive all rights of subrogation against Supplier and Supplier's insurers.

16. DATA PROCESSING

- 16.1. Both Parties will comply with all applicable requirements of Applicable Data Privacy Laws and the DPA. The DPA is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Applicable Data Privacy Laws.

17. GENERAL TERMS

Force Majeure

- 17.1. If the Customer or Supplier is unable to perform, or is delayed in performing, any obligation under the Contract because of something beyond its reasonable control including act of God, lightning, flood, exceptionally severe weather, epidemics and/or pandemics, fire, explosion, war, civil disorder, industrial disputes, Viruses and malware, or acts or omissions of local or central government or other competent authorities, or beyond the reasonable control of its suppliers, Third Party's or other third parties ("**Force Majeure**"), it will have no liability to the other for that failure or delay in performing. However, the Customer remains liable at all times for all Charges due.
- 17.2. Supplier shall not be liable for failure to or delay in supplying the Services if:
- 17.2.1. another supplier delays or refuses the supply of an electronic communications service to Supplier and no alternative service is available at reasonable cost; or
 - 17.2.2. legal or regulatory restrictions are imposed that prevent Supplier from supplying the Services.
- 17.3. If any of the events detailed in clause 17.1 continue for more than three (3) months' the Customer or Supplier may terminate the Contract in whole or part by written notice to the other.

Escalation and Dispute Resolution

- 17.4. Supplier shall try to work through any dispute that the Customer may have with Supplier in accordance with the details set out in Supplier's relevant Service Level Agreement located on their website or available on request. If this does not resolve the dispute, then clause 17.5 applies.
- 17.5. If a dispute arises out of or in connection with this Contract for the performance, validity or enforceability of it ("**Dispute**") then the Parties shall follow the procedure set out in this clause 17.5:
- 17.5.1. either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, senior managers of the Parties shall meet and attempt in good faith to resolve the Dispute;
 - 17.5.2. if the senior managers of the Parties are for any reason unable to resolve the Dispute within fourteen (14) days of service of the Dispute Notice, the Dispute shall be referred to directors of the Parties who shall meet and attempt in good faith to resolve it; and
 - 17.5.3. if the directors of the Parties are for any reason unable to resolve the Dispute within twenty eight (28) days of it being referred to them then the Parties shall have no further obligation to follow this dispute resolution procedure.
- 17.6. Notwithstanding anything in this Contract, either Party may initiate any legal action (including issuing proceedings) at any time without first complying with the procedure set out in clause 17.5.

Transfer of Rights and Obligations

- 17.7. Supplier may assign, delegate, licence, hold on trust or sub-contract all or any part of its rights or obligations under this Contract.
- 17.8. This Contract is personal to the Customer who may not assign, delegate, licence, hold on trust or sub-contract all or any of its rights or obligations under this Contract without the prior written approval of Supplier, which shall not unreasonably be withheld provided that Customer has satisfied all obligations under the Contract prior to assignment and that the assignee agrees in writing to assume all obligations hereunder.
- 17.9. This Contract is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.

Severability

- 17.10. If any term of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Contract had been made without the invalid, illegal or unenforceable terms.

Agency, Partnership

- 17.11. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

Survival

- 17.12. Any provisions of this Contract which are expressed to and/or intended to survive any termination or expiry of this Contract (howsoever caused) shall survive any such termination and/or expiry of this Contract (howsoever caused).

Entire Agreement

- 17.13. The Contract contains the entire agreement between the Customer and Supplier and replaces all previous written or oral agreements relating to its content.
- 17.14. The Customer and Supplier agree that:
- 17.14.1. they have not been induced to enter into the Contract by, nor have they relied on, any statement, representation, warranty or other assurance not expressly incorporated; and
 - 17.14.2. in connection with the Contract their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of the Contract and that all other rights and remedies are excluded.
- 17.15. The terms of clauses 17.13 and 17.14 will not affect the rights or remedies of the Customer and Supplier for any fraudulent misrepresentation.

Waiver

- 17.16. A failure or delay by the Customer or Supplier to exercise any right or act upon a breach under the Contract will not be a waiver of that right or breach. If the Customer or Supplier waives a right or breach of the Contract, that waiver is limited to the particular right or breach.

Notices

- 17.17. Notices given under the Contract must be in writing and delivered to the following addresses unless otherwise stated in the Contract:
- 17.17.1. to Supplier at legal@sipcom.com and the address shown on the invoice or any address, including email address, which Supplier provides to the Customer for this purpose; or
 - 17.17.2. to the Customer at any one or more of the following: the address to which the Customer asks Supplier to send invoices or the address of the Site or the Customer's primary email address or if the Customer is a limited company, its registered office.
- 17.18. The Customer must inform Supplier immediately if there is any change to any of the contact information the Customer provided to Supplier.

Law and Jurisdiction

- 17.19. This Contract and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 17.20. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with this Contract, its subject matter or formation.

Customer's Instructions

- 17.21. Supplier may take instructions from any person whom it thinks, with good reason, is authorized by and/or acting with the Customer's permission.