

**TALK TELECOM LTD**

**SERVICE SCHEDULE FOR BUSINESS MOBILE SERVICES**

**Please read this Service Schedule in conjunction with the Company’s Master Services Agreement and Privacy Notice which can be found on the Company Website.**

The Company’s Master Services Agreement, which has been accepted by the Customer, applies to this Service Schedule.

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this service schedule (**Service Schedule**) the following words shall have the following meanings and other defined terms shall have the same meaning as set out in the Master Services Agreement:

<b>Artificially Inflated Traffic</b>	the flow of calls to any particular revenue share service which is, as a result or consequence of any activity by or on behalf of the Customer, disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the Network;
<b>Barring</b>	a feature that restricts or blocks incoming or outgoing calls. “Bar” and “Barred” shall be construed accordingly;
<b>Call Charge</b>	the charges for calls made on the System (including reverse charge calls) as notified to the Customer from time to time and payable by the Customer to the Company for the Services. For the purpose of this Service Schedule, references to “Charges” shall include (without limitation) Call Charges unless context otherwise requires;
<b>Connection</b>	the point at which a SIM or eSIM is activated by the Company for connectivity to the System as required to provide the Services to the Customer;
<b>Connection Charge</b>	the non-refundable charge (if any) payable by the Customer for installation and Connection to the System as specified in the Order Form or otherwise notified to the Customer by the Company in writing. For the purpose of this Service Schedule, references to “Charges” shall include (without limitation) the Connection Charge unless context otherwise requires;
<b>Excluded Expenditure</b>	any Charges that are not included in Included Expenditure;
<b>Fair Usage Policy</b>	means the Network Operator’s fair usage policy (if any) as available on the Network Operator’s website (as amended from time to time) including (but not limited to):  O2: <a href="https://www.o2.co.uk/termsandconditions/mobile/unlimitedtariff-terms">https://www.o2.co.uk/termsandconditions/mobile/unlimitedtariff-terms</a>  EE: <a href="https://ee.co.uk/help/help-new/offers-and-services/other/unlimited-plans#article-title-2">https://ee.co.uk/help/help-new/offers-and-services/other/unlimited-plans#article-title-2</a> .  Giacom: <a href="https://assets.giacom.com/assets/2023/Points-of-Note.pdf">https://assets.giacom.com/assets/2023/Points-of-Note.pdf</a>

	<p>Vodafone:  <a href="https://www.vodafone.co.uk/cs/groups/public/documents/document/vfcon106047.pdf">https://www.vodafone.co.uk/cs/groups/public/documents/document/vfcon106047.pdf</a></p> <p>Jola:  <a href="https://www.jola.co.uk/wp-content/uploads/2024/07/User-Traffic-Management-Policy.pdf">https://www.jola.co.uk/wp-content/uploads/2024/07/User-Traffic-Management-Policy.pdf</a></p> <p>Please refer to the specific Network Operator's website for the latest version.</p>
<b>Gateway</b>	any equipment containing a SIM which enables the routing of calls from fixed apparatus to equipment by establishing a mobile to mobile call;
<b>Hardware Fund</b>	means a fixed credit amount made available to the Customer by the Company as stated in the Order Form for the Minimum Term or any Subsequent Term (or, if different and subject to agreement by the Parties in writing, the fixed credit amount in respect of each Line made under the Agreement during the Minimum Term or any Subsequent Term);
<b>Included Expenditure</b>	<p>the Charges that contribute towards the Minimum Spend, being:</p> <ul style="list-style-type: none"> <li>(a) Subscription charges;</li> <li>(b) Monthly Charge;</li> <li>(c) Usage charges;</li> <li>(d) Overuse Charges; and</li> <li>(e) Cease Charges.</li> </ul> <p>any discount applied to the categories of Charges (whether as a fund or otherwise) will not reduce the Included expenditure;</p>
<b>International Roaming</b>	the ability to use the Service (or part thereof) outside of the United Kingdom via multiple Networks using the Customers single SIM;
<b>Line</b>	one or more cellular connections that are connected to the Network via SIM(s);
<b>Master Services Agreement</b>	the Company's Master Services Agreement made available to the Customer at the Company Website at <a href="https://www.talk-telecom.co.uk/tc2026">https://www.talk-telecom.co.uk/tc2026</a>
<b>Minimum Spend</b>	the minimum value of Charges (excluding VAT) per calendar month (or pro rata in relation to the first and final months) per Line as specified in the Order Form or otherwise notified by the Company averaged over the total number of Lines supplied by the Company to the Customer, excluding Excluded Expenditure;
<b>Minimum Term</b>	<p>Twenty four (24) months (or such other period as is set out on the Order Form) from the date of Connection for each Line to the Network Operator's network or date of delivery of a handset upgrade (whichever is later);</p> <p>Except where the Customer is a Microenterprise or Small Enterprise Customer or Not-for-Profit Customer, where the Company provides further Equipment in respect of any Line at a subsidised rate (upgrade) or financial support in lieu of Equipment (upgrade support) then the Minimum Term that</p>

	relates to that Line is extended by a further Minimum Term from the date of the supply of the upgrade or upgrade support, or such other period as has been agreed between the Parties in writing;
<b>Mobile Broadband Solution Services</b>	the temporary provision of mobile broadband services in circumstances where the Customer's fixed line broadband has disconnected;
<b>Mobile Device Management</b>	a third party Software platform that assists Customers to manage devices used within its business and keep such devices secure, regardless of their operating system;
<b>Monthly Bill Limits</b>	the maximum limit on a Customer's monthly bill for Services to control Customer spend;
<b>Monthly Charge</b>	the monthly line rental charge per Line to obtain the Services, as set out in the Order Form or otherwise notified to the Customer by the Company in writing. For the purpose of this Service Schedule, references to "Charges" shall include (without limitation) the Monthly Charge unless context otherwise requires;
<b>Overuse Charge</b>	the charges for use of calls or data in excess of any agreed limit on the Services levied by the Company set out as in the Order Form or, where such overuse charges are not specified on the Order Form, on the Company Website (see "Out of bundle charges": <a href="https://www.talk-telecom.co.uk/tc2026">https://www.talk-telecom.co.uk/tc2026</a> );
<b>Roaming</b>	means use of the Service in the United Kingdom via multiple Connections using a single SIM;
<b>Services</b>	the business mobile services as set out in the Order Form and that the Customer has agreed to purchase and the Company has agreed to supply to the Customer pursuant to the Agreement;
<b>SIM</b>	a subscriber identification module, whether presented as a physical card or digital card embedded in a device (known as an eSIM) to enable the Customer use Equipment on the Network;
<b>Software</b>	any software used by the Company (or any of its third party suppliers including without limitation the Network Operators) to provide the Services to the Customer whether owned by a third party or by the Company;
<b>System</b>	The Network that the Company uses to provide the Services;

## 2. MASTER SERVICES AGREEMENT

- 2.1. The terms of this Service Schedule incorporate the terms of the Master Services Agreement. For the avoidance of doubt, in the event of conflict between the Master Services Agreement and the terms of this Service Schedule, the terms of this Service Schedule will prevail.
- 2.2. In this Service Schedule, expressions defined in the Master Services Agreement shall have the meaning set out in the Master Services Agreement unless otherwise defined. The rules of interpretation set out in the Master Services Agreement apply to this Service Schedule.
- 2.3. The Agreement constitutes the entire agreement between the parties in respect of its subject matter. The Customer acknowledges that it has not relied on any statement, promise,

representation, assurance or warranty the Company has made or given or which has been made or given on the Company's behalf which is not set out in the Agreement.

- 2.4. The Agreement shall govern the Services provided under this Service Schedule to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. The Customer may Offer to purchase further Lines or Equipment from the Company during the course of the Term of the Agreement. If the Company accepts such Offer, a separate Agreement between the Company and Customer will come into existence comprising of the applicable Order Form, this Service Schedule and the Master Services Agreement.

### **3. THE SERVICES**

- 3.1. Where an Order Form refers to more than one Line, the Connection date and Service Go-Live Date for each Line may vary. The Minimum Term will apply as of the Service Go-Live Date applicable to each individual Line specified in the Order Form.
- 3.2. The Customer acknowledges that the Connection must successfully take place before the Services can commence.
- 3.3. Subject to payment of the applicable Charges, Mobile Broadband Solution Services will be provided by the Company to the Customer on terms mutually agreed between the parties in writing up until the date the Customer's fixed line broadband connection has been restored.
- 3.4. As of the Commencement Date and for the duration of the Term, the Customer agrees to:
  - 3.4.1. comply with and implement such terms and codes of practice, procedures and directions established and/or adopted by the Company or its Authorised Providers from time to time in relation to any numbers and/or the allocation, re-allocation or transfer of them; and
  - 3.4.2. comply with such procedures as the Company may notify from time to time in relation to the ordering management and the use of SIMs.
- 3.5. The Company will charge the Customer for SIMs at the rate notified by the Company from time to time and the Customer will pay the Company's charges applicable for such SIMs.
- 3.6. In addition to the Charges, the Customer will be liable to pay to the Company the costs:
  - 3.6.1.1. for the replacement of lost or damaged SIM cards; or
  - 3.6.1.2. for any additional stocks of SIM cards the Customer wishes to hold,  
at the rate specified by the Company from time to time.
- 3.7. The Customer will not have any rights in numbers allocated to it, except as expressly set out in the Agreement.
- 3.8. The Company reserves the right to require the Customer to pay a charge in respect of the allocation of certain numbers and such charge will be confirmed in the Order Form or otherwise notified to the Customer in writing.
- 3.9. The Customer shall indemnify the Company against all costs, damages, expenses and losses and reasonable professional costs and expenses suffered or incurred by the Company arising out of or in connection with the use or misuse of the Services by the Customer which is contrary to the terms of the Agreement.

#### **4. WHAT SERVICES THE COMPANY WILL PROVIDE TO THE CUSTOMER**

- 4.1. As of the Commencement Date and for the duration of the Term, the Customer authorises the Company to act on the Customer's behalf in all dealings with any Network Operator or third party supplier in connection with any matter that enables the Company to provide (or continue to provide) the Customer the Services or otherwise comply with its obligations under Agreement.
- 4.2. Calls to international, premium rate and other higher rate numbers are not Barred from the Equipment and/or SIM cards and the Customer will be responsible for the Charges in respect of calls to such numbers. The Customer may request that the Company Bar such numbers if the Customer wishes to do so.
- 4.3. Subject to clauses 4.4 and unless Monthly Bill Limits apply, data usage is not capped to the data amount specified in the Agreement and the Customer may not receive a notification that the Customer is close to or has exceeded the Customer's data limit. It is the Customer's responsibility to monitor and/or control data usage in respect of the Equipment, and the Customer will be responsible for any Overuse Charges arising from use above the such monthly data amount.
- 4.4. If the Customer is a Microenterprise or Small Enterprise Customer or Not-For-Profit Customer, the Company will notify the Customer when it has exceeded any limit applicable to its tariff plan and the Charges that the Customer will incur if it continues to use such Service.
- 4.5. The Company may select and at any time change any Network Operator or third party supplier, carrier or other service provider for the purposes of providing the Service(s) and complying with its obligations under the Agreement, and the Customer hereby authorises the Company to give all notices, nominations and other authorisations that are necessary for the Company to provide the Services to the Customer.
- 4.6. The Customer acknowledges and agrees that its use of the Service(s) is subject to the Company's Fair Usage Policy.
- 4.7. Usage alerts provided are based on best endeavours and reliant on receiving information from the Network in a timely manner. Where an alert is not sent or received in a timely manner, it does not constitute a breach of the Agreement or a reason for Charges to not apply.
- 4.8. Access to the Customer Portal is provided on or after the Commencement Date of the Agreement and the Customer is responsible for managing user access and preventing unauthorised access to the Customer Portal. Data available on the Customer Portal is available to all users provided access by the Company. Personal Data held on the Customer Portal is processed by the Company in accordance with the Master Services Agreement.

#### **5. SUPPLY OF EQUIPMENT**

- 5.1. The Company may supply certain Company Equipment to the Customer as set out in the Order Form or as otherwise agreed between the Parties in writing. The Company shall use reasonable endeavours to meet any agreed delivery dates for Company Equipment but will not be liable for a failure to do so. Time shall not be of the essence in respect of delivery dates.
- 5.2. The Customer will pay the cost of Delivery in addition to the price of Company Equipment. The Customer will have three (3) Working Days to inspect Company Equipment. If the Customer does not contact the Company's Customer Service Department within three (3) Working Days of Delivery in respect of the condition of the Company Equipment Delivered, the Company Equipment will be deemed accepted by the Customer.

#### **6. PURCHASE OF EQUIPMENT BY THE CUSTOMER**

- 6.1. Subject to Clause 6.2 and 7, in relation to Equipment to be purchased by the Customer from the Company and payable in full via a one-off payment:
  - 6.1.1. the Equipment is at the risk of the Customer from the time of Delivery;
  - 6.1.2. ownership of the Equipment to be purchased shall pass to the Customer when the Company has received, in accordance with the terms of the Agreement, in full and in cleared funds payment of all Charges (plus any interest) due in respect of:
    - 6.1.2.1. the Equipment; and
    - 6.1.2.2. all other Charges which are or which become due to the Company from the Customer pursuant to the Agreement and any other agreement in place between the Customer and the Company.
- 6.2. Subject to clause 7, in relation to Equipment purchased by the Customer from the Company and payable by the Customer by instalments, then:
  - 6.2.1. the Equipment is at the risk of the Customer from the time of Delivery; and
  - 6.2.2. ownership of such Equipment shall pass to the Customer on the later of:
    - 6.2.2.1. receipt by the Company, in full and cleared funds, of the final payment of the Charge(s) (plus any interest) in respect of the Equipment in accordance with the terms of the Agreement, or deduction from Hardware Fund (as applicable); or
    - 6.2.2.2. when the Company has received in full in cleared funds all sums due in respect of the Equipment (including any interest) in accordance with the terms of the Agreement.

## **7. LOAN OF EQUIPMENT BY THE COMPANY**

- 7.1. Risk in the SIMs shall pass to the Customer on Delivery. Ownership of SIMs remains with the Company or the Network Operator (as the case may be) at all times. Except as permitted under clause 14.2, the Customer has no right, title or interest in the SIMs.
- 7.2. The Customer shall ensure that any Customer Equipment used in connection with the Services meets any legal or regulatory requirements and is approved by the Company or Network Operator for Connection to the System. If not, the Customer must immediately disconnect the Customer Equipment or allow the Company to do so at the Customer's expense.
- 7.3. Where routers are provided as part of a Mobile Broadband Solution Services, unless stated otherwise, the router is provided on a rental basis and should be returned along with the original packaging on termination or expiry of the Agreement (howsoever arising). The Customer will be liable to reimburse the Company the cost for replacement of any damaged or missing routers.
- 7.4. The Company grants the Customer, or shall procure the direct grant to the Customer of, a non-exclusive licence during the Term of the Agreement to use the Hire Equipment for the sole purpose of receiving and using the Services in accordance with the Agreement.
- 7.5. The Customer must only use Equipment authorised by the Company for Connection to the Network and also comply with all relevant legislation relating to the Customer's use of the Equipment.

## **8. SUPPLY OF SOFTWARE LICENSING**

- 8.1. The Company may supply certain Software licensing, such as Mobile Device Management, to the Customer as set out in the Order Form. The Company shall use its reasonable endeavours to meet any agreed delivery and dates for Software but will not be liable for a failure to do so. Time shall not be of the essence in respect of delivery or installation dates. The Company does not warrant that any Software is error free.
- 8.2. Where relevant, if the Company is involved in the setup or configuration of the Software then the Customer will pay professional services fees for this time in addition to the price of the Software (as specified in the Order Form or otherwise agreed between the Parties in writing).
- 8.3. Unless stated or covered by a maintenance support agreement between the Company and the Customer, the Company is not responsible for the management, support or performance of the Software provided.

## **9. THE COMPANY'S GENERAL OBLIGATIONS**

- 9.1. The Company shall supply the Services to the Customer from the Service Go-Live Date for the duration of the Minimum Term and any agreed Subsequent Term or further Subsequent Term (as the case may be) and in accordance with the Agreement.
- 9.2. The Company has the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 9.3. The Company shall use reasonable endeavours to meet any agreed dates but shall not be liable for failure to meet them. Time shall not be of the essence of the Agreement.
- 9.4. The Company will request the Network Operator to Connect the Customer to the System. The Company cannot be responsible for the coverage or quality of service that the Customer receives from the System.
- 9.5. The Customer acknowledges that:
  - 9.5.1. the Company cannot guarantee that the Services will be available without interruption or will be free from error; and
  - 9.5.2. the operability and quality of the Services, both in and out of the UK, may sometimes be affected by factors outside the Company's or Network Operator's control including without limitation coverage area, local physical obstructions, atmospheric conditions, features or functionality of the Services, network coverage and other interference with reception both natural and manmade;
  - 9.5.3. the Services and the Equipment has not been developed to meet the Customer's individual requirements and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the Services and the Equipment meets their requirements;
  - 9.5.4. the existence of any minor errors in the Services or the Equipment shall not constitute a breach of the Agreement by the Company;
  - 9.5.5. the Company or the Network Operator may at any time and without liability modify, expand, improve, maintain or repair the Services and this may require suspension of the operation or provision of the Services.

## **Roaming and International Roaming**

- 9.6. Notwithstanding Clause 11.8, the Customer acknowledges that, in respect of any International Roaming services forming part of the Services:
- 9.6.1. such service will only be available in those countries where the Company or its third party supplier has International Roaming agreements in place from time to time;
  - 9.6.2. certain additional terms and conditions may be imposed by third party operators on the Company which may affect the Company's provision of the Services to the Customer;
  - 9.6.3. the Company may need to provide the Customer's Personal Data to its third party suppliers which may have a presence outside of the EU. The Customer acknowledges that countries outside of the European Union may have a lower standards of protection and fewer safeguards in place in respect of the processing of its Personal Data compared to those afforded under applicable Data Protection Legislation;
- 9.7. The Customer must at all times comply with the Company's security or other requirements notified by the Company from time to time in respect of its use of Roaming and International Roaming services.
- 9.8. The Company does not guarantee that the Service will be available or error-free during Roaming, or that International Roaming will be available for all countries outside of the UK. Any such interruption to the Service shall not constitute a breach of the Agreement by the Company.
- 9.9. The Company will take all reasonable steps practicable to notify a Microenterprise or Small Enterprise Customer or Not-For-Profit Customer when its mobile device connects to a Roaming or International Roaming Network. Such Customers will have the option of easily opting out or opting back in to receiving these notifications.

## **10. THE CUSTOMER'S OBLIGATIONS**

- 10.1. The Customer shall not utilise and shall ensure that no other person uses the Services or Company Equipment:
- 10.1.1. for storing, reproducing, transmitting, communicating or receiving any material in breach of any law, regulation, code of practice; or
  - 10.1.2. fraudulently or for any criminal, unlawful, immoral or illegal purpose or in a manner that is contrary to any regulatory or legal requirement; or
  - 10.1.3. to make defamatory, offensive, obscene, indecent, menacing, abusive, nuisance or hoax calls; or
  - 10.1.4. for accessing age restricted services (where the user is under 18); or
  - 10.1.5. to cause annoyance, inconvenience or needless anxiety to any person; or
  - 10.1.6. contrary to any codes of practice or instructions that the Company may give to the Customer from time to time; or
  - 10.1.7. to copy, store, modify, publish or distribute services or content (including ringtones), except where the Company gives the Customer prior permission in writing; or
  - 10.1.8. to download, send or upload content of an excessive size, quantity or frequency or knowingly send any viruses. The Company will contact the Customer if the Customers use is excessive; or

- 10.1.9. in violation of any applicable local, national, or international law or regulation; or
- 10.1.10. in a manner which infringes the rights of any person, including intellectual property rights and rights of confidentiality.
- 10.2. The Customer recognises and accepts that the Services may be suspended without prior notification in the case of suspected fraud or misuse.
- 10.3. The Customer shall not:
  - 10.3.1. establish, install or use a Gateway so that Services are provided via a Gateway; or
  - 10.3.2. participate in any activities or conduct which may result in Artificially Inflated Traffic.
- 10.4. The Company shall have the right to deny access to the Services by any Equipment:
  - 10.4.1. which adversely affects the operation of the System or provision of the Services and/or Company Equipment; or
  - 10.4.2. which will or may adversely affect the operation of the System or any other third party network or provision of the Services; or
  - 10.4.3. if the Company suspects fraudulent, criminal or illegal activities are being carried out, or are likely to be carried out, via that handset or other Equipment, whether or not such handset or Equipment has been approved or tested by the Company.
- 10.5. The Customer shall co-operate with and comply with at all times:
  - 10.5.1. any codes of practice, operating procedures and any other technical requirements as the Company may notify to the Customer from time to time;
  - 10.5.2. the Company's reasonable instructions to ensure the proper use and security of the Services.
- 10.6. In relation to any Software provided in connection with the Services, the Customer shall not:
  - 10.6.1. store, distribute, introduce or transmit through the Services:
    - 10.6.1.1. any Virus,
    - 10.6.1.2. any Vulnerability or
    - 10.6.1.3. any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
  - 10.6.2. access all or any part of the Software or Services in order to build a product or service which competes with the Software and/or the Services;
  - 10.6.3. use the Software or Services to provide services to third parties;
  - 10.6.4. transfer, temporarily or permanently, any of its rights under the Agreement, or
  - 10.6.5. attempt to obtain, or assist third parties in obtaining, access to Software, except as permitted under the Agreement.

- 10.7. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, Software or the Services and notify the Company promptly of any such unauthorised access or use.
- 10.8. The Customer will provide the Company with all up to date and accurate information that the Company needs to provide the Services to the Customer and comply with its obligations under the Agreement.
- 10.9. The Customer must report to the Company as soon as the Customer becomes aware of any loss, fraud, deception, or unauthorised or unlawful use relating to the Equipment, SIM or Services and/or the Agreement and until the Company has had a reasonable opportunity to disconnect the Services, the Customer will be responsible for all Charges incurred.

## **11. CHARGES AND PAYMENT**

- 11.1. The Customer shall pay the Charges, including (but not limited to) those listed under clause 11.2, in accordance with the Agreement.
- 11.2. The Company shall send an invoice to the Customer for:
  - 11.2.1. the Connection Charge when the Services are available to the Customer;
  - 11.2.2. the Monthly Charges and any SIM charge monthly in advance;
  - 11.2.3. the Call Charges after the end of the month in which the relevant calls were made; and
  - 11.2.4. to the extent applicable, Hire Equipment monthly in advance ;
  - 11.2.5. for Company Equipment at any time after the Company accepts an Offer from the Customer to purchase that Company Equipment.
- 11.3. If the Customer's use of the Service(s) exceeds the limits in the applicable Fair Usage Policy, the Company may charge the Customer for such excess use based the Company's charges at that time, and the Customer agrees to pay any such Charges.
- 11.4. The Customer shall pay the full amount of all Charges invoiced by the Company by direct debit (or such other method of payment agreed by the Company in writing) in cleared funds within fourteen (14) days of the date of invoice. If the Customer's credit rating decreases at any time, the Company shall be entitled to revise the credit terms to require payment upon invoice or in less than fourteen (14) days.
- 11.5. Subject to clause 12.6, where the Customer exceeds their allocated Monthly Bill Limit then Overuse Charges will apply to each applicable Connection.

## **HARDWARE FUND**

- 11.6. The Hardware Fund (where applicable) is offered on the following terms:
  - 11.6.1. the Company may vary the Hardware Fund or the terms of this Clause 11.6 at any time by giving the Customer written notice. The variations will apply after the effective date of the written notice of change.
  - 11.6.2. without prejudice to any other remedies the Company may have, in the event of material breach of the Agreement by the Customer (which includes without limitation failure to pay the Charges by the due date), the Company reserves the right to withdraw the Hardware Fund including any remaining credit amount of the Hardware Fund

and/or the right to any future credits against the Hardware Fund in respect of new Lines (if applicable).

- 11.6.3. Subject to clause 11.6.10, at any time from two (2) years after the applicable Service Go-Live Date, the Customer may drawdown from the Hardware Fund by providing us with a pre-authorised (by a duly authorised representative) purchase order or emailing the Company's Customers Services Department with the Customer's drawdown request.
- 11.6.4. on receipt of the Customer's written request in accordance with Clause 11.6.3 above, the value of the order will be offset against the Hardware Fund (where applicable) and any amount over and above the available Hardware Fund shall be treated as a Charge payable in accordance with the Agreement.
- 11.6.5. unless otherwise agreed by the Company in writing, the Hardware Fund shall be used solely for the purposes of offsetting Charges for Equipment
- 11.6.6. in the event that the Agreement is suspended for any reason, the Company reserves the right to suspend the Hardware Fund or any terms thereof.
- 11.6.7. in the event that the Agreement is terminated, the Hardware Fund will be withdrawn and any residual credit balance of the Hardware Fund will be retained by the Company. For the avoidance of doubt, any residual credit balance of the Hardware Fund shall have no monetary value and the Customer shall have no right to any payment, future use or credit in relation to such residual balance.
- 11.6.8. the Company reserves the right to offset any credit amount of the Hardware Fund against any monies due and payable by the Customer to the Company at any time.
- 11.6.9. no VAT is applied to the Hardware Fund or any drawdown from the Hardware Fund and no invoice or credit note will be issued by the Company in respect of any VAT in this regard.
- 11.6.10. on expiry or termination of the Agreement (howsoever arising) the Hardware Fund will end and any unused funds will not be available.
- 11.7. Unless otherwise agreed in writing, any credits (including the Hardware Fund) accrued under the Agreement may be used solely for the purposes of offsetting Charges for Equipment, do not have any monetary value, and the Customer is not entitled to:
  - 11.7.1. use any credits accrued in the Hardware Fund to offset any other Charges; or
  - 11.7.2. offset any credits accrued in the Hardware Fund against any outstanding debt; or
  - 11.7.3. receive any payments from any credits accrued in the Hardware Fund; or
  - 11.7.4. any future use of credits accrued in the Hardware Fund upon termination of the Agreement.
- 11.8. The Charges, unless expressly agreed otherwise, are based upon there being facility to make international calls or to make or receive calls whilst abroad. If these facilities are used, the Company may levy additional Charges (in accordance with the Company's tariff or otherwise notified by the Company) and/or require payment of a deposit. In the event that the Customer uses the International Roaming Services, Call Charges will include incoming calls received whilst abroad.
- 11.9. The Customer shall pay all Monthly Charges and Call Charges whether the Customer or someone else uses the Services (including use following a theft of the Equipment). The Call

Charges will be calculated using the details recorded or logged by the Company and not details recorded by the Customer.

- 11.10. If the Network Operator exercises any right against the Company to withhold or claw-back payments made by the Network Operator to the Company, the Company shall be entitled to charge, claw-back or adjust payments, tariffs or discounts applicable to the Customer under the Agreement to the extent that such withholding or clawback by the Network Operator is directly attributable to the Customer's breach of the Agreement.
- 11.11. If any Line is not being used for commercial purposes, which includes chargeable calls or data transmission during the first ninety (90) days following the date of Connection, then the Company shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given in respect of that Connection.
- 11.12. The Customer agrees that it shall not be entitled to raise any billing enquiries relating to Charges unless the Company receives the enquiry in writing prior to twelve (12) months from the date of the relevant Company invoice.
- 11.13. If the Customer fails to achieve the Minimum Spend in any calendar month, it shall pay to the Company the difference between the actual value of the Call Charges (excluding VAT) and the Minimum Spend within fourteen (14) days of the date of the Company's invoice.
- 11.14. Following the end of the Minimum Term any discounts received will be removed and Charges will revert to standard rates unless a new minimum term is agreed and/or connections are renewed at new rates.

## **12. MONTHLY BILL LIMITS**

- 12.1. The Customer will be given the opportunity to apply a Monthly Bill Limit before entering the Agreement, and prior to the commencement of any Subsequent Term.
- 12.2. Where the Customer wishes to apply a Monthly Bill Limit after the Commencement Date, it can request a Monthly Bill Limit from the Company at any time by contacting the Company's Customer Services Department.
- 12.3. The Customer acknowledges that Monthly Bill Limits may not apply to charges for International Roaming Services, including but not limited to where the applicable travel destination is not included in the Services. Where this is the case, the Company will notify the Customer in writing.
- 12.4. So far as it is practicable to do so, the Company will notify the Customer in advance if its Monthly Bill Limit is likely to be reached and as soon as practicable on reaching the maximum Monthly Bill Limit.
- 12.5. On reaching the maximum Monthly Bill Limit, all Services will be suspended unless the Customer agrees to exceed the Monthly Bill Limit. If the Customer does not wish to exceed the Monthly Bill Limit, the Services will resume at the beginning of the next billing period.
- 12.6. Where the Customer agrees to exceed the Monthly Bill Limit for that month, the Company reserves the right to Charge the Customer for usage over and above the Monthly Bill Limit in accordance with its standard rates at that time.
- 12.7. The Customer acknowledges and accepts that any notice issued by the Company pursuant to clause 4.4, clause 9.9, and this clause 12 may be sent by the Company by SMS.
- 12.8. The Customer acknowledges it can take the Company up to five (5) Working Days from the date of request for a Monthly Bill Limit to be amended or removed from a Customer's account.

### **13. TERMINATION**

- 13.1. If a Subsequent Term or further Subsequent Term has been agreed following expiry of the Minimum Term or previous Subsequent Term (as the case may be), the Company will continue to supply the Services and any Hire Equipment to the Customer for the applicable Subsequent Term.
- 13.2. Without prejudice to the Company's other rights under the Agreement, the Company may terminate the Agreement for each Line by giving a minimum of four (4) weeks written notice to the Customer, to be served on or at any time after the end of the Minimum Term for any applicable Line.
- 13.3. Termination of the Agreement by the Company pursuant to Clauses 14.4 and 14.5 of the Master Services Agreement will automatically terminate all Lines provided to the Customer under all Agreements in place between the Company and the Customer from the date of termination is due to take effect.
- 13.4. The Company shall be permitted to terminate the Agreement immediately by written notice if the Customer fails to pass the Company's credit check in line with its credit policy at any time during the course of the Agreement.
- 13.5. The rights to terminate the Agreement given by this Clause 13 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) any other breach under the Agreement.
- 13.6. On termination or expiry of the Agreement (howsoever arising) and/or of each Line:
  - 13.6.1. the Company will disconnect the Customer from the System and the Customer must pay all Charges owed to the Company pursuant to the Agreement;
  - 13.6.2. all numbers shall revert to the Company and the Customer shall return all SIMs that are not connected and permit the disconnection of all and any SIMs that are connected and shall indemnify the Company against all costs or liability howsoever arising for such disconnection;
  - 13.6.3. the Customer shall immediately return to the Company any Company Equipment provided free of charge by the Company or otherwise owned by the Company pursuant to the Agreement in good and complete condition, fair wear and tear excepted; and
  - 13.6.4. the Customer must immediately pay all Charges plus any applicable interest due under the Agreement including any Charges incurred after notice to terminate the Agreement and/or a Line has been issued by either Party and sums not yet payable. This clause is without prejudice to the right to claim for interest on sums already due and payable at the time of termination of the Agreement.
- 13.7. Up until 6 months before the end of the Minimum Term, the Customer is able to change Networks without incurring the Balance of Contract or affecting the date of which Minimum Term is due to expire under the Agreement if the Company remains the supplier of the Services notwithstanding the Network transfer, provided that the Company can continue to invoice the Customer in accordance with the terms of the Agreement (subject to any change to the Charges pursuant to such Network transfer and agreed between the Parties). Any costs levied by the Networks as a result of this transfer will be payable by the Customer in addition to Charges pursuant to the Agreement.
- 13.8. If the Company makes changes to the Customer's Service, the Company will give the Customer notice of such changes before they take effect. The Customer may have the right to

terminate the Agreement within 30 days of notification, at no additional costs, if any changes are not exclusively of benefit to the Customer. This does not apply if the change is purely administrative and has no negative effect on the Customer.

13.9. This Clause 13 shall survive termination or expiry of the Agreement.

**14. OWNERSHIP AND INTELLECUAL PROPERTY RIGHTS**

14.1. Without prejudice to the Company's other rights under the Agreement, ownership of the SIMs, Software and the System shall remain with the Company or its licensors, as appropriate.

14.2. The Customer may only use the SIM, Company Equipment and Software on a non-exclusive, non-transferable and revocable licence for the purpose of receiving and using the Services in its business and in accordance with the Agreement. The Company reserves the right to recall the SIMs at any time for upgrades, modifications, misuse or on termination of the Agreement.

14.3. All rights in the Company Equipment relating to the Lines and the subject matter of the Agreement shall remain with the Company or its licensors, as appropriate. The Customer acknowledges that it shall have no title or interest in or to any Intellectual Property Rights of the Company or its licensors or the Company Equipment, Software, the SIMs or the System except as expressly set out in the Agreement.

14.4. The Customer shall not (and shall ensure that its employees, subcontractors, agents and consultants do not) modify, obstruct or alter in any way any of the Company's or it's licensors' (including without limitation the Network Operator's) name or any other trade mark, brand name, logo or get-up used by the Company or its licensors or act in any way that would adversely impact the public reputation of the Company or its licensors.

14.5. The Customer shall refrain from using the Company's name or any other trade mark, brand name, logo, get-up or other distinctive signs of the Company without the Company's prior written consent.

14.6. This Clause 14 shall survive termination or expiry of the Agreement.