

**TALK TELECOM LTD**

**SERVICE SCHEDULE FOR SAAS MULTI-PRODUCT**

**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 any other defined terms used in this Service Schedule shall have the same meaning as set out in the Master Services Agreement:

<b>Charges</b>	means the pricing specified in the Order Form, as may be increased on written notice to the Customer;
<b>Customer</b>	means the customer named in the Customer Information;
<b>Customer Information</b>	means the customer name, email address and any other contact information included in an Order Form;
<b>CYBRVISION</b>	the Service Assured Product described in Clause 15 and provided to the Customer subject to the terms of the Agreement;
<b>CYBRVISION Report</b>	has the meaning give to it in clause 15.2;
<b>Data</b>	means the Customer's data that is Processed in the course of provision or use of the Third Party Service;
<b>DDoS Shield</b>	the Service Assured Product described in clause 14 and provided to the Customer subject to the terms of the Agreement;
<b>Intellectual Property</b>	includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos and all other similar property and rights whether registered or unregistered;
<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>Maximum Number</b>	means, where applicable, the maximum number of Permitted Users specified in the Order Form;
<b>Permitted Users</b>	means those employees, agents and independent contractors of the Customer who are permitted to use the Third Party Service, which shall not exceed the relevant Maximum Number as further specified in the Order Form;
<b>Rolling Monthly Term</b>	has the meaning given to it under Schedule 2 of the Master Services Agreement;
<b>Service Assured Product</b>	has the meaning given to it under Schedule 2 of the Master Services Agreement;

<b>Service Assured Product Commencement Date</b>	has the meaning given to it under Schedule 2 of the Master Services Agreement;
<b>Services</b>	the Company's arrangement of Customer subscription(s) to facilitate the provision of the Third Party Service by the Vendor subject to the terms of the Agreement;
<b>Systems</b>	means, as the context permits, the software used by the third parties to provide the Third Party Service and/or the infrastructure used to host the Third Party Service;
<b>Third Party Agreement</b>	means the third party agreement or terms and conditions, issued by the Vendor, that applies to use of the Third Party Service;
<b>Third Party Service</b>	means the provision of the third party online or installed software applications and any other ancillary services by the Vendor to the Customer pursuant to the Third Party Agreement as more particularly described in the Order Form;
<b>Vendor</b>	the Company's chosen third party supplier of Third Party Service.

## 2 MASTER SERVICES AGREEMENT

- 2.1 This Service Schedule incorporates 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 shall prevail.
- 2.2 Expressions defined in the Master Services Agreement and used in this Service Schedule 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.

## 3 TERMS AND CONDITIONS

- 3.1 The Customer acknowledges that:
- (a) the supply of the Services by the Company is subject to the Agreement;
  - (b) the Company's role in supplying the Services is as a reseller only and that the Vendor's Third Party Agreement shall apply to the provision of the Third Party Service to the Customer by the Vendor. The Third Party Agreement will be specified in the Order Form and available on request from the Company; and
  - (c) the Company may recommend the Third Party Service set out on the Order Form based on information known to the Company at that time about the Customer's requirements. However, the Customer is responsible for ensuring that the Third Party Service meets its requirements and that the information in the Order Form is complete and accurate.

3.2 Subject to clause 3.3, the Customer acknowledges that the Agreement governs the overall relationship between the Company and the Customer in relation to the provision of the Services and the use of the Third Party Service, and the Third Party Agreement is the agreement (or terms and conditions) which applies directly between the Vendor and the Customer for the provision of the Third Party Services by the Vendor.

3.3 Nothing in the Agreement operates to alter or in any way diminish any aspect of a Third Party Agreement.

#### **4 CHARGES AND PAYMENT**

4.1 The Customer will pay the Charges for the Service in accordance with the timing specified in the applicable Order Form (or if not specified, will pay in accordance with the Master Services Agreement). All payments must be made in full without deduction or set-off.

#### **5 TERM**

5.1 Subject to clause 4.1, the Agreement will commence on the Commencement Date and where the Order Form specifies a Minimum Term (including for example by specifying an annual payment), that Minimum Term will apply and the Agreement will automatically renew on expiry of the Minimum Term for the Subsequent Term or further Subsequent Term (as the case may be) for the same period as the Minimum Term unless specified otherwise in the Order Form or unless the Customer notifies the Company in writing that it does not require the renewal pursuant to the Agreement.

5.2 Nothing in this clause 5 reduces the fixed term period (if any) which the Customer commits to under the relevant Third Party Agreement.

#### **6 PROVISION OF THE SERVICES**

6.1 The Services provided by the Company consists of the following:

- (a) where applicable, to provide the Customer with initial login details to the Third Party Service portal; and
- (b) to facilitate communication between the Customer and the Vendor for support requests in respect of the Third Party Service.

6.2 The Services provided under this Service Schedule exclude the provision of monitoring, management, or direct support services by the Company.

6.3 For the avoidance of doubt, the Company is not responsible for managing the Customer's subscription to the Third Party Service. The Customer must at all times manage its subscription to the Third Party Service.

6.4 The Company will supply the Services to the Customer in accordance with the Agreement. The Service and Third Party Service is provided to the Customer on a non-exclusive basis and unless otherwise specified in the Third Party Agreement the Customer's right to use the Third Party Service is not transferable. Where applicable, the Company will provide log in details to the Customer to enable the Customer to access and use of the Third Party Service.

6.5 If the Company provides support services in relation to the Third Party Service, the Company will do so under a separate agreement between the parties for supply of those support services and otherwise in accordance with the Company's standard terms and conditions for supply of those services. The Customer acknowledges that unless expressly agreed otherwise between the parties in writing, separate charges apply for provision of support and any other services that may be provided by the Company in respect of the Third Party Services.

6.6 In addition to the Third Party Agreement (which applies directly between the Customer and the relevant Vendor), provision of the Third Party Service is subject to the Agreement, including without limitation clause 6.7.

- 6.7 The Customer must not, nor may the Customer permit any other person to do any of the following, or attempt to do so:
- (a) copy, alter, modify, reverse assemble, reverse compile, reverse engineer or enhance the Systems; or
  - (b) permit or enable users other than the Permitted Users to access or use the Third Party Service; or
  - (c) provide the Third Party Service to any users through operation of a bureau or like services; or
  - (d) resell, rent, lease, transfer, sublicense or otherwise transfer rights to use the Third Party Service; or
  - (e) use the Third Party Service in any way that could damage or interfere with the Systems in any way; or
  - (f) use the Third Party Service otherwise than in the manner in which the Third Party Service are designed to be used; or
  - (g) use the Third Party Service in any way (whether by transmitting or inputting any files or other material or otherwise) that could interrupt, damage or otherwise interfere with use of the Third Party Service by any other customers; or
  - (h) access all or any part of the Services or Third Party Software to build a product or service which competes with the Services or Third Party Software; or
  - (i) do any act which would or might invalidate or be inconsistent with the Intellectual Property rights of the relevant third party Vendor.
- 6.8 The Customer indemnifies the Company against any loss, costs, expenses, demands or liability whether direct, indirect or otherwise, and whether arising in contract, tort (including negligence), equity or otherwise, arising out of a claim by a third party due to:
- (a) use of the Third Party Service otherwise than in accordance with the Third Party Agreement; or
  - (b) a breach by the Customer of the Agreement.

## **7 THIRD PARTY AGREEMENTS**

- 7.1 Supply of all Third Party Service is subject to the Customer complying with the relevant Third Party Agreement, as well as the Agreement. The Customer acknowledges that the Third Party Agreement for the Third Party Service has been provided or made available to the Customer or is available on request from the Company and the Customer is deemed to have accepted all applicable Third Party Agreements on accepting an Order Form.

## **8 DATA**

- 8.1 The Customer warrants that the Customer has the right and authority to deal with and process the Data in its use of the Third Party Services.
- 8.2 The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Data. The Customer hereby license to the Company to use the Data for:
- (a) the proper performance of the Services, including facilitating the provision of the Third Party Service;
  - (b) the purposes set out in the Company's Privacy Notice;

- (c) all other purposes relevant to the proper exercise of our rights and obligations under the Agreement.

8.3 Without limiting any other aspect of the Agreement, the Customer is responsible for:

- (a) all aspects of the Customer's access and use of the Third Party Service; and
- (b) ensuring that, in using the Third Party Service, it complies with the terms of the Third Party Agreement and all applicable laws. The Company accepts no responsibility for ensuring that use of the Third Party Service complies with applicable laws or enables the Customer to comply with applicable laws (including for example and without limitation, laws requiring records to be stored in a particular jurisdiction).

8.4 Nothing in this Service Schedule transfers ownership of the Data to the Company.

8.5 The Customer accepts the Data shall be made available to the Customer subject to the terms of the applicable Third Party Agreement. The Company neither has nor accepts any other obligation to provide the Data to the Customer during or following the Term of the Agreement.

## **9 INTELLECTUAL PROPERTY**

9.1 All Intellectual Property in the Third Party Service is the property of the Vendor (or its relevant third party supplier (or its licensors)) and nothing in the Agreement operates to change that ownership.

9.2 The Customer acknowledges that it has no right to have access to any Third Party Service in source code form.

## **10 WARRANTIES**

10.1 Each party warrants to the other that it has authority to enter into and perform and the ability to perform its obligations under each Agreement.

10.2 Except as expressly provided in the Agreement, all warranties, terms and conditions (including, without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise in relation to the Service or Third Party Service, are excluded to the extent permitted by law.

## **11 TERMINATION**

11.1 On termination of an Agreement in accordance with the Master Services Agreement:

- (a) all amounts due to the Company will become immediately due and payable including payments for the remainder of the Minimum Term where applicable and unless the Company agrees otherwise in writing;
- (b) without limiting the Customer's rights under the relevant Third Party Agreement, the Company will cease to provide the Third Party Services to the Customer, and the Customer will cease to have any entitlement to use the Third Party Service; and
- (c) the provisions of the Agreement that are by their nature intended to survive termination will remain in full force.

## **12 LIABILITY**

12.1 Subject to and without limiting any Third Party Agreement, the Customer acknowledges that, in addition to the supply of the Services under an Agreement:

- (a) in using the Service or the Third Party Service, the Customer may be redirected to third party website and/or elect to use third party products and services;
- (b) access or use by the Customer of any such third party website, products or services is subject to the third party's terms and conditions; and

- (c) the Company accepts no responsibility or liability for or in connection with access or use by the Customer of any such third party website.

### **13 CUSTOMER GUARANTEES**

- 13.1 The Customer acknowledges and understands that where it is acquiring the Third Party Service for the purposes of a business, any statutory consumer guarantees or legislation that are intended to apply to non-business consumers only will not apply.
- 13.2 The Company only supplies the Services for internal use by the Customer's business, and the Customer agrees not to use the Services for any resale purposes.

### **14 DDoS (DISTRIBUTED DENIAL OF SERVICE) SHIELD– SERVICE ASSURED PRODUCT**

- 14.1 Subject to payment of the applicable Charges and the provisions of this clause 14, the Customer may receive DDoS Shield from the Company.
- 14.2 DDoS Shield is a Service Assured Product which monitors traffic across the Company's core network to mitigate the risk of a DDoS attack. DDoS Shield is designed to detect, analyse, and reduce the impact of malicious traffic impacting the Customer's data service.
- 14.3 The Customer acknowledges that the availability of DDoS Shield is contingent on:
  - (a) the Customer receiving Services pursuant to this Service Schedule; and
  - (b) the Network used to provide the Customer with the Services is the Company's own Network and not a third party Network.
- 14.4 Subject to payment of the applicable Charges, the Company shall provide the DDoS Shield to the Customer from the Service Assured Product Commencement Date and shall continue to provide DDoS Shield to the Customer for successive periods of thirty (30) days (each 30-day period being a Rolling Monthly Term), until terminated in accordance with Clause 14.5 or the Agreement is terminated in accordance with the Master Services Agreement.
- 14.5 The Company or Customer may give written notice to the other, not later than thirty (30) days before the end of the Rolling Monthly Term, to terminate DDoS Shield and termination shall take effect at the end of the following Rolling Monthly Term. For the avoidance of doubt, on termination of DDoS Shield, howsoever arising, the Agreement shall continue in full force and effect for the remainder of the Term, unless terminated earlier accordance with the terms of the Agreement.

### **15 CYBRVISION**

- 15.1 Subject to the terms of this clause 15, the Company will provide CYBRVISION to the Customer whereby the Company will provide dark web monitoring against Customer domains to identify instances of unauthorised use and/or disclosure of Customer business credentials (usernames and passwords) on the dark web.
- 15.2 As part of the delivery of CYBRVISION, the Company will provide the Customer with a monthly report, detailing the instances in which its business credentials have been exposed to the dark web (**CYBRVISION Report**).
- 15.3 The Company will provide CYBRVISION from the Service Assured Product Commencement Date and shall continue to provide CYBRVISION to the Customer for successive periods of thirty (30) days (each 30-day period being a Rolling Monthly Term), until terminated in accordance with Clause 15.5.
- 15.4 The Charges for CYBRVISION are based on the number of Customer domains, and shall be payable by the Customer in advance and on a monthly basis in accordance with the

Agreement. The Charges will be as set out in the Order Form, or as otherwise notified to the Customer in writing.

- 15.5 The Company or Customer may give written notice to the other, not later than thirty (30) days before the end of a Rolling Monthly Term, to terminate CYBRVISION and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, on termination of CYBRVISION, howsoever arising, the Agreement shall continue in full force and effect for the remainder of the Term, unless terminated earlier accordance with the terms of the Agreement.
- 15.6 The Customer hereby agrees and acknowledges that CYBRVISION does not include remediation services. Subject to clause 15.6, if the Customer's CYBRVISION Report reveals certain risks or exposure, the Customer may request remediation services from the Company to help protect against unauthorised use or disclosure of its business credentials and enhance its overall cyber security measures.
- 15.7 Any remediation services must be requested by the Customer in writing. The Company shall evaluate such requests and may respond to the Customer with an Order Form, which will set out the Charges payable by the Customer for the provision of remediation services by the Company, as specified in the Order Form.
- 15.8 On receipt of an Order Form issued pursuant to clause 15.7 above, the Customer may Offer to purchase the remediation Services by returning the duly executed Order Form to the Company. If the Company accepts such Offer, a separate Agreement between the Company and the Customer will come into existence comprising of the applicable Order Form to which the purchase of the remediation services relate, this Service Schedule and the Master Services Agreement.

## **16 NO WARRANTIES**

- 16.1 To the extent permitted by law, all warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for purpose and merchantability) implied by legislation or otherwise relating to the Services are excluded by the Company.
- 16.2 The Company does not warrant that:
- (a) the Customer's use of the Services or Third Party Service will be uninterrupted or error-free;
  - (b) the Services and the Third Party Service obtained by the Customer through the Services will meet the Customer's requirements; or
  - (c) the Third Party Service will be free from any Vulnerability or Virus.
- 16.3 The Company will use reasonable endeavours to assist the Customer in its dealing with the Vendor regarding any warranty claims in respect of the Third Party Service.
- 16.4 Subject to clause 16.1, the Company has no obligations in respect of defects, support requirements or otherwise for the Third Party Service including without limitation that in the event of any defect or failure of the Third Party Service the Company has no obligation to provide any interim hardware, software, other equipment or remedial service.