

TALK TELECOM LTD
SERVICE SCHEDULE FOR WEB LISTINGS SERVICES

Please read this Service Schedule in conjunction with the Company's Master Service 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:

Dashboard	a dashboard provided by the Authorised Provider where the Customer can evaluate, publish and update their Location Data on a number of different online platforms.
Location Data	information of the Customer including company name, address, contact details, photos, logos, data and other information provided by the Customer;
Master Services Agreement	the Company's Master Services Agreement made available to the Customer at the Company Website at: https://www.talk-telecom.co.uk/tc2026
Portal	the portal, or other mechanism specified by the Company or its Authorised Provider in writing from time to time which will enable the Customer to access the Dashboard;
Publication Partners	as defined in Clause 3.3;
Service Levels	the service levels for the Web Listing Services as set out in Schedule 1;
Service Level Agreement	the service level agreement set out in Schedule 1;
Terms of Use	the terms for the use for the Dashboard as defined in Clause 3.2;
Web Listing Services	the Web Listing Services as set out in Schedule 1.

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. This Service Schedule and the Master Services Agreement (and any documents referred to therein) shall apply to the Agreement 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. **SUPPLY OF WEB LISTING SERVICES**

3.1. **Service Description.** The Web Listings Services shall give the Customer the ability to log into the Portal and access to the Dashboard.

3.2. Prior to publication of the Location Data, the Customer shall be required to accept the Authorised Provider's Terms of Use on the Portal. Under the Terms of Use the Customer grants to the Company and its Authorised Provider a non-exclusive, worldwide, transferable and royalty free right to use the Location Data to provide the Web Listing Services and disclose the Location Data and/or works derived from them to the Publication Partners.

3.3. Upon acceptance of the Terms of Use, the Company or its Authorised Provider shall make the Location Data available to third parties (the **Publication Partners**) for publication across a minimum of 10 high-reach online channels, rating and review sites, navigation systems, apps and social networks.

3.4. The Company shall provide the Customer with:

3.4.1. a username and password to log in to the Portal; and

3.4.2. access to the Dashboard,

to enable the Customer to control and update their Location Data and all other online presence information including but not limited to opening hours, address, promotions, services, categories, images, maps.

3.5. The Customer acknowledges that:

3.5.1. the Company's ability to perform its obligations under the Agreement is dependent upon the accuracy and completeness of any Location Data the Customer provides to the Company and or its Authorised Provider;

3.5.2. the Company or its Authorised Provider shall not be responsible or liable for any delay in providing the Web Listing Services which arises directly out of the Customer's failure to perform its obligations hereunder or to co-operate with the Company or its Authorised Provider or to provide complete and accurate Location Data, all in a timely manner;

3.5.3. unless otherwise agreed by the Company in writing, the Web Listing Services have not been developed to meet their individual requirements and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the Web Listing Services meets their requirements;

3.5.4. the Customer may access statistics via the Portal relating to traffic to the Customer's website and other social platforms to enable the Customer to make decisions around marketing. The Company does not warrant that the results that may be obtained from the use of the Web Listing Services will be accurate or reliable and no warranty or guarantee is provided by the Company that the Web Listing Services will result in higher search rankings, increased traffic to the Customer's website or increased sales;

3.5.5. the Company or its Authorised Provider may at any time and without liability, modify, expand, improve, maintain or repair the Web Listing Services and this may require suspension of the operation or provision of the Web Listing Services and the Company shall have no liability to the Customer in connection with any such adverse effect on the quality and availability of the Web Listing Services.

- 3.6. The Publication Partners may from time to time require the Customer to verify the Location Data (e.g. by mail or over the telephone requiring entry of a PIN number) prior to publication.
- 3.7. The Company's employees, agents, Authorised Provider's or sub-contractors are not authorised to make any representations concerning the Web Listing Services unless confirmed by the Company in writing.
- 3.8. Any advice or recommendation given by the Company or its employees, agents, Authorised Provider's or sub- contractors to the Customer or its employees or agents as to the Web Listing Services which is not confirmed in writing by the Company is followed or acted on entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not confirmed in writing.

4. **THE COMPANY'S OBLIGATIONS**

- 4.1. The Company shall, or shall procure that its Authorised Provider's shall:
 - 4.1.1. take such measures as required to make the Location Data received from the Customer available to the Publication Partners for publication purposes;
 - 4.1.2. provide the Customer with a username and password to access Portal;
 - 4.1.3. provide access to the Portal and Dashboard in accordance with the Service Level Agreement.
- 4.2. The Company shall update Location Data across all Publication Partners and in accordance with the Service Levels. The Customer acknowledges that neither the Company or its Authorised Providers are under any duty to investigate the completeness, accuracy or sufficiency of any Location Data;
- 4.3. A deletion, addition or modification of Location Data by the Customer will not affect the license the Company or its Authorised Partners have granted to its Publication Partners, provided such deleted, added or modified Location Data was used by said Publication Partner. The Customer acknowledges and agrees that neither the Company or its Authorised Partners are under any obligation to ensure the deletion of the concerned Location Data from any systems or devices after the Location Data (or a part of the Location Data) has been used by a Publication Partner and that it is neither required to ensure a non-modification or non-usage of the concerned Location Data by such Publication Partner.
- 4.4. The Company may:
 - 4.4.1. change or withdraw some, or part, of the Web Listing Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content; and
 - 4.4.2. determine how the Web Listing Services are presented and delivered or are otherwise made available to the Customer. The Company can change the means or method of providing the Web Listing Services or the way they are presented, delivered or otherwise made available to the Customer at any time.
- 4.5. The Company shall be entitled (at its discretion) to make changes to the Web Listing Services at any time without notice in order to comply with any safety or legal requirement applicable to the Web Listing Services.

5. **THE CUSTOMER'S OBLIGATIONS**

- 5.1. In addition to the Customer's other obligations under the Agreement, the Customer:

- 5.1.1. shall as a minimum, supply all mandatory required Location Data using the data import template specified by the Company or its Authorised Provider;
- 5.1.2. acknowledges and agrees that the publication of all Location Data is subject to the character restrictions, quality standards and other applicable content requirements of the Publication Partners, and that such contents may be fully or partially declined or modified at any time at the sole discretion of a Publication Partner in order to render them compliant with these requirements including but not limited to:
 - 5.1.2.1. insufficient space;
 - 5.1.2.2. non-applicability of the Location Data for the Publication Partner's application;
 - 5.1.2.3. the use of location sources other than from the Company or its Approved Provider by the concerned Publication Partner;
 - 5.1.2.4. the publication and update cycle of a distribution partner of the Company or its Authorised Provider;
 - 5.1.2.5. potential problems on the part of the Company or its Authorised Provider in geocoding the entirety of Location Data; and
 - 5.1.2.6. modification of the design and/or positions of a placement of Location Data.
- 5.2. The Customer warrants that:
 - 5.2.1. the Location Data is the Customer's data and it is authorised to provide it to the Company, the Authorised Provider and the Publication Partners;
 - 5.2.2. the Location Data does not infringe any third party's Intellectual Property Rights;
 - 5.2.3. the Location Data is not defamatory; and
 - 5.2.4. it has the right to give the Company and the Authorised Provider permission to use the Location Data for the purposes specified in this Service Schedule and in the Terms of Use.
- 5.3. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Location Data.

6. EFFECTS OF TERMINATION

- 6.1. In addition to the obligations set out in Clause 16 of the Master Services Agreement, upon termination or expiry of the Agreement for any reason:
 - 6.1.1. all Location Data held by the Company on its internal systems shall be deleted;
 - 6.1.2. access to the Portal and Dashboard will cease;
- 6.2. The Customer acknowledges that following termination of this Agreement, the Location Data shall not be deleted from any systems or devices used by a Publication Partner.

Schedule 1

SERVICE DESCRIPTION AND WEB LISTING SERVICE: SERVICE LEVEL AGREEMENT

1. DEFINITIONS

1.1. The terms defined in this Schedule 1 shall have the following meanings:

Allowed Downtime	The sum of (i) the number of hours the Web Listing Service is unavailable for Planned Maintenance in a given calendar year and (ii) the number of hours the Web Listing Service is unavailable due to a Force Majeure Event.
Non-Critical Failures	any other system failure or request that is not a Partial System Failure or Total System Failure.
Partial System Failure	any failure which prevents the Customer from making changes on the Dashboard but is not a Total System Failure.
Planned Maintenance	(i) Total hours the Web Listing Service is unavailable in a given calendar year for maintenance and upgrading provided that the Company provides the Customer with at twenty four (24) hours advance notice in case the unavailability is expected to be unusually long, which notice may entail posting a message in the Dashboard or sending an email to the Customer, and (ii) such maintenance and upgrading occurs no more than ten times in any year.
Total	the total hours in a given calendar year.
Total System Failure	any failure where the Customer is unable to access the Dashboard.
Unplanned Outage	Total hours the Web Listing Service is unavailable in a given calendar year outside of Allowed Downtime.

2. SERVICE DESCRIPTION

2.1. The **Web Listings Services** shall give the Customer access to a dashboard (the **Dashboard**) where they can store and edit the Customer's Location Data.

2.2. The Web Listings Service will allow the Customer to evaluate, publish and update information, such as their company name, address, contact details, photos, logos (**Location Data**) on a number of different platforms and offers additional related services within the Portal including statistics about traffic to the Customers website and other social platforms.

3. SERVICE LEVEL AGREEMENT

3.1. This Service Level Agreement (**SLA**) is subject to and part of the Agreement between the Customer and the Company, and applies only to the Web Listing Services.

3.2. The term of the SLA shall apply to the Trial Period and any Rolling Monthly Term of the Agreement, unless otherwise agreed in writing by the Company.

3.3. The SLA or parts of the SLA can be suspended unilaterally and / or temporarily by the Company in the event that:

- 3.3.1. the Customer does not inform the Company about changes in use of the Web Listings Services within a reasonable period of time;
- 3.3.2. the Customer does not provide the Company the opportunity to perform updates and / or upgrades to the Web Listing Services; and/or
- 3.3.3. the Customer does not follow advice or user instructions provided by the Company within a reasonable period of time.

4. AVAILABILITY OF THE DASHBOARD

- 4.1. The Company or its Authorised Provider shall provide the Customer with access to the Dashboard with an annual uptime of 99% (**Product Availability**). The Product Availability shall be calculated per year as follows:

(Total - Unplanned Outage - Allowed Downtime)/(Total - Allowed Downtime).

5. INCIDENTS AND SUPPORT

- 5.1. The Company shall provide remote support for all technical issues related to the Web Listing Service.
- 5.2. The Company shall use reasonable endeavours to meet the response times set out below, but any such times shall be estimates only. The Company shall not be liable for failure to meet them and time shall not be of the essence for performance of the Web Listing Services.
- 5.3. At the Customer's cost, the Customer shall ensure that the Company shall have such remote access to the Customer Computer Systems as the Company shall require to provide the Web Listing Services.
- 5.4. The Company will respond to and provide support in accordance with the response times below:

	Incident description
Priority 1	Total System Failure
Priority 2	Partial System Failure
General	Non-Critical Failures, such as requests for information and change requests

	Service window	Email	Phone
Priority 1	Any day (9:00 to 23:00)	support@talk-telecom.co.uk	03332406660
Priority 2	Working Day (8:30 to 17:30)	support@talk-telecom.co.uk	03332406660
General	Working Day (8:30 to 17:30)	support@talk-telecom.co.uk	03332406660

	Target Response time	Resolve time
Priority 1	4 hours	1 days
Priority 2	8 hours	2 days
General	2 days	5 days