

Intouch Tech Limited

Master Terms and Conditions

Effective date: 1 April 2026

This document applies together with the relevant Service Schedule(s) incorporated by the applicable Order Form.

These Master Terms and Conditions form part of the Agreement together with the applicable Order Form and the relevant Service Schedule(s).

The current Service Schedules are:

- Schedule 1 – Managed IT Services Terms
- Schedule 2 – Telecoms, Unified Communications and Connectivity Terms
- Schedule 3 – Cyber Security, Backup and Continuity Terms
- Schedule 4 – Cloud, Microsoft and SaaS Supply Terms
- Schedule 5 – Professional Services and Consulting Terms
- Schedule 6 – Hardware, Equipment and Managed Device Supply Terms
- Schedule 7 – Data Processing Schedule

Only the Service Schedule(s) expressly identified in, linked from, attached to, or otherwise incorporated by the relevant Order Form, Statement of Work, Service Description, Contract Information or Contract Summary shall apply to the relevant Services.

1. Definitions and Interpretation

1.1 In these Master Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings.

1.2 "Acceptable Use Policy" means the Company's acceptable use policy, security policy, fair usage policy, numbering policy, fraud policy, backup policy, password or access control policy, or any other operational or security policy notified or made available by the Company from time to time.

1.3 "Affiliate" means, in relation to a party, any holding company, subsidiary or subsidiary undertaking of that party, and any subsidiary undertaking of any such holding company, in each case as those expressions are construed in section 1162 of the Companies Act 2006.

1.4 "Agreement" means, together and in order of precedence, the relevant Order Form, any applicable Service Schedule or Service Schedules, any Statement of Work or Service Description expressly incorporated by reference, Schedule 7 where applicable, these Master Terms and Conditions, and the Policies. For the avoidance of doubt, these Master Terms are intended to operate together with, and not separately from, the applicable Service Schedule(s) for the relevant Services.

1.5 "Authorised Contact" means a representative of the Customer who is authorised to place Orders, approve changes, request support, approve work, receive technical or commercial information, and bind the Customer in operational matters.

1.6 "Business Day" means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for general business.

1.7 "Charges" means all sums, fees, charges, expenses and other amounts payable by the Customer to the Company under or in connection with the Agreement, including Recurring Charges, usage charges, subscription charges, licence charges, setup charges, onboarding charges, project fees, time and materials charges, call charges, implementation charges, installation charges, migration charges, pass-through charges, third party charges, early termination charges, interest, default charges and applicable taxes.

1.8 "Commencement Date" means the earlier of: (a) the date on which the relevant Order becomes binding in accordance with clause 2.3; and (b) the date on which the Company commences provisioning, configuration, ordering, booking, installation, migration or performance of any Services.

1.9 "Company" means Intouch Tech Limited, company number 08052781, whose registered office is at Centaur House, Ancells Business Park, Fleet, Hampshire, GU51 2UJ.

1.10 "Confidential Information" means all information, in whatever form, relating to the business, affairs, finances, pricing, operations, customers, prospects, suppliers, systems, software, networks, security arrangements, Service data, know-how, methodologies or strategy of a party or any of its Affiliates, whether disclosed before or after the date of the Agreement and whether marked confidential or not, but excluding information which: (a) is or becomes public other than through breach of the Agreement; (b) was lawfully in the receiving party's possession before disclosure; or (c) is lawfully disclosed to the receiving party by a third party free of restriction.

1.11 "Customer" means the business customer identified in the Order Form.

1.12 "Customer Data" means all data, materials, records, content, information, text, images, audio, video, logs, recordings, traffic data, personal data and other matter supplied by, on behalf of, or at the direction of the Customer, or otherwise uploaded to, stored upon, transmitted through, accessed by, generated through, or processed by means of the Services.

1.13 "Customer Default" means any act, omission, delay, breach, negligence, wilful default, failure, misrepresentation or non-co-operation by the Customer or any of its employees, users, agents, contractors or representatives.

1.14 "Customer Equipment" means all equipment, systems, cabling, software, devices, connectivity, infrastructure, third-party services and other materials owned, licensed or controlled by the Customer or any third party on its behalf and used in connection with the Services.

1.15 "Data Protection Laws" means all laws and regulations applicable from time to time to the processing of personal data under or in connection with the Agreement, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.

1.16 "Deliverables" means any deliverables expressly stated in an Order Form or Statement of Work to be produced by the Company, excluding the Company's pre-existing materials, tools, scripts, know-how, software, templates and methodologies.

1.17 "Equipment" means any hardware, handset, appliance, router, switch, firewall, server, workstation, cabling, accessory, embedded software or other item supplied, leased, loaned, configured, installed or otherwise made available by the Company or on its behalf to the Customer under or in connection with the Agreement.

1.18 "Fair Use Policy" means any policy or commercial usage threshold published or notified by the Company from time to time in relation to bundled minutes, data usage, storage, security event volumes, support consumption, abuse prevention or any similar metric.

1.19 "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party, including strike, lock-out, labour dispute, utility failure, interruption to transport, shortage of materials, supplier or carrier failure, denial of service attack, war, riot, civil commotion, malicious damage, flood, fire, storm, epidemic, pandemic, regulatory action, sanctions, internet outage, public network failure, power outage, street works delay, or failure of any external communications network or platform.

1.20 "Good Industry Practice" means the degree of skill, care, prudence, foresight and operating practice reasonably to be expected of a skilled and experienced provider of services substantially similar to the relevant Services.

1.21 "Intellectual Property Rights" or "IPR" means patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, trade names, business names, domain names, rights in goodwill, rights in get-up, passing off rights, design rights, database rights, software rights, source code rights, rights in data, rights in confidential information and know-how, and all other intellectual property or proprietary rights, whether registered or unregistered, including applications for and renewals or extensions of such rights.

1.22 "Minimum Term" means, in relation to a Service, the initial fixed contractual term stated in the applicable Order Form, or if no term is stated, the default term set out in clause 11.2.

1.23 "Order" means any order, quotation acceptance, proposal acceptance, online sign-up, Statement of Work, signed order form, email instruction or other request placed by or on behalf of the Customer for Services.

1.24 "Order Form" means the Company's order form, proposal, quotation, statement of work, service order, renewal document or similar ordering document describing the Services, Charges, Minimum Term and any service-specific commercial assumptions.

1.25 "Policies" means the Acceptable Use Policy, Fair Use Policy, privacy notice, security requirements, support processes, onboarding requirements, service descriptions and other policies expressly incorporated into the Agreement.

1.26 "Professional Services" means project, implementation, consulting, migration, installation, configuration, training, integration, remediation, advisory or similar non-recurring services.

1.27 "Recurring Charges" means the periodic recurring fees payable for the relevant Services, whether monthly, quarterly, annually or otherwise, as set out in the Order Form or otherwise notified by the Company.

1.28 "Renewal Term" means each successive renewal period following the Minimum Term, as determined under clause 11.4.

1.29 "Service Commencement Date" means, in relation to a particular Service, the date on which that Service is first made available to the Customer, first used by the Customer, or first billed to the Customer, whichever occurs first.

1.30 "Service Credit" means a credit expressly stated in an applicable Service Schedule as the remedy for a specific service level failure.

1.31 "Service Schedule" means the service-specific terms forming part of the Agreement, including Schedule 1 (Managed IT Services Terms), Schedule 2 (Telecoms, Unified Communications and Connectivity Terms), Schedule 3 (Cyber Security, Backup and Continuity Terms), Schedule 4 (Cloud, Microsoft and SaaS Supply Terms), Schedule 5 (Professional Services and Consulting Terms), Schedule 6 (Hardware, Equipment and Managed Device Supply Terms), Schedule 7 (Data Processing Schedule), and any additional service-specific schedule or statement expressly incorporated by reference.

1.32 "Services" means all services, works, deliverables, support, subscriptions, licences, hardware supply, telecoms, connectivity, hosted services, cyber services, cloud services, managed services and related obligations supplied by the Company under the Agreement.

1.33 "Third Party Provider" means any carrier, network operator, wholesaler, software vendor, cloud provider, licensor, infrastructure provider, data centre provider, platform provider, payment provider, subcontractor, integrator or any other third party upon which the Company relies for all or any part of the Services.

1.34 "UK GDPR" means Regulation (EU) 2016/679 as incorporated into the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended from time to time.

1.35 In the Agreement, unless the context otherwise requires: (a) references to statutes include those statutes as amended, extended, re-enacted or replaced from time to time and include subordinate legislation made under them; (b) the words including, include, in particular, for example and similar expressions are illustrative only and shall not limit the generality of the preceding words; (c) a reference to writing or written includes email but excludes instant messaging unless expressly agreed by the Company; (d) headings are for convenience only and shall not affect interpretation; and (e) a reference to one gender includes all genders and words in the singular include the plural and vice versa.

2. Basis of Agreement and Contract Structure

2.1 Any quotation issued by the Company shall constitute an invitation to treat only and shall not constitute an offer capable of acceptance.

2.2 Each Order submitted by the Customer shall constitute an offer by the Customer to purchase the relevant Services in accordance with the Agreement.

2.3 Subject always to clause 3.3 and any express statement in a quotation or Order Form that an Order remains subject to survey, feasibility, supplier confirmation, credit approval or similar condition, an Order shall become binding without further acceptance by the Company once it is: (a) signed, approved or accepted by or on behalf of the Customer through the Company's approved ordering process, including any electronic signature platform, checkout flow or commerce platform used by the Company from time to time; (b) placed by email or other written instruction from an Authorised Contact or a person whom the Company reasonably believes has authority to bind the Customer; or (c) placed orally by an Authorised Contact or such other apparently authorised person and the Company acts on that instruction, records it in its systems, issues provisioning instructions, orders licences or Equipment, books engineering or otherwise begins to perform. No further countersignature, acceptance email or separate confirmation from the Company shall be required for an Order to become binding.

2.4 Once an Order has become binding, it may not be cancelled, withdrawn, reduced or amended by the Customer except with the prior written consent of the Company and, if such consent is given, upon such terms as the Company may determine in its absolute discretion.

2.5 The Customer warrants, represents and undertakes that: (a) it enters into the Agreement wholly or predominantly for the purposes of its business, trade or profession and not as a consumer; (b) the person executing, approving or placing the Order on its behalf has full actual or apparent authority to bind the Customer; (c) it has not relied upon any statement, representation, assurance or warranty which is not expressly set out in the Agreement; and (d) any descriptions, case studies, performance metrics, website statements, service statistics, customer satisfaction figures, response figures, marketing collateral, demonstrations or sales materials are illustrative only and shall not form part of the Agreement unless expressly incorporated into the relevant Order Form or Service Schedule.

2.6 The Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior drafts, negotiations, proposals, discussions, statements, representations, understandings and agreements, whether oral or written.

2.7 The Customer's standard terms and conditions, purchase order terms or any other terms sought to be imposed or incorporated by the Customer shall not apply, even if referenced in correspondence or attached to any purchase order, and are hereby expressly excluded.

2.8 Save in relation to personal data processing, where Schedule 7 shall prevail to the extent of any conflict, the order of precedence of the constituent parts of the Agreement shall be: (a) the Order Form; (b) the applicable Service Schedule; (c) any Statement of Work or Service Description; (d) these Master Terms and Conditions; and (e) the Policies.

2.9 These Master Terms do not apply on a standalone basis. They apply together with the applicable Service Schedule(s) for the relevant Services, and only the Service Schedule(s) expressly identified in, linked from, attached to, or otherwise incorporated by the relevant Order Form, Statement of Work, Service Description, Contract Information or Contract Summary shall apply to those Services.

2.10 Each Service and each Order may be enforced, suspended, varied, renewed, terminated or allowed to expire separately. The expiry, suspension or termination of one Service shall not of itself affect any other Service unless the Company expressly agrees otherwise in writing.

3. Surveys, Credit Checks, Feasibility and Security

3.1 The Company may, before accepting any Order and at any time thereafter, carry out such technical reviews, site surveys, service qualification checks, feasibility assessments, identity checks, anti-fraud checks, sanctions screening and credit assessments as it considers appropriate.

3.2 The Customer shall promptly provide all information, access, documentation and assistance reasonably required by the Company in connection with such checks.

3.3 The Company may, in its sole discretion: (a) refuse any Order; (b) make acceptance of any Order conditional upon payment of a deposit, prepayment, provision of security, director's guarantee or other credit support; (c) vary the Charges or commercial assumptions proposed in any quotation following survey, feasibility assessment or supplier confirmation; or (d) withdraw from an Order where the Services prove unavailable, uneconomic, technically impracticable or materially different from the assumptions on which the quotation was based.

4. Supply of Services

4.1 Subject to the Customer's compliance with the Agreement, the Company shall provide the Services with reasonable care and skill and in accordance with applicable law.

4.2 Time shall not be of the essence in respect of delivery, installation, activation, implementation, support, response, restoration, migration, provisioning or any other performance by the Company unless the Company expressly agrees otherwise in writing.

4.3 The Company may subcontract or delegate performance of any part of the Services to any Affiliate, employee, agent, contractor or Third Party Provider.

4.4 The Company may modify, suspend, replace, upgrade, downgrade, reconfigure, reroute, relocate or otherwise change any aspect of the Services where reasonably required: (a) to comply with law, regulation, security requirements or industry practice; (b) to preserve service integrity, resilience, continuity or security; (c) due to Third Party Provider changes, end-of-life notices, product withdrawal or obsolescence; or (d) where the change does not materially and adversely diminish the core functionality expressly described for the relevant Service.

4.5 Save to the extent expressly set out in the applicable Service Schedule, the Company gives no undertaking that the Services will be continuous, uninterrupted, error-free, secure, always available, fit for any specific purpose, free from latency, jitter, congestion, outages or degradation, or compatible with any specific Customer Equipment or third-party software.

4.6 Any services, work or assistance requested by the Customer outside the scope expressly included within the relevant Order Form or Service Schedule shall be chargeable in addition at the Company's then-current rates.

5. Customer Obligations

5.1 The Customer shall at all times: (a) co-operate fully and in good faith with the Company in all matters relating to the Services; (b) provide promptly all information, decisions, approvals and instructions reasonably required by the Company; (c) ensure that all information supplied by or on behalf of the Customer is complete, accurate, lawful and not misleading; (d) procure and maintain, at its own cost, all licences, consents, permissions, wayleaves, landlord approvals and authorisations necessary for the provision and use of the Services; (e) provide the Company, its personnel and its contractors with safe and timely access to sites, systems, premises, racks, cabinets, ducts, power and environmental controls as reasonably required; (f) maintain an appropriate operating environment, including adequate electrical supply, cooling, housing, cabling, connectivity, physical security, authentication controls, anti-malware, patching, backups and resilience; (g) comply with all laws, regulations and Policies applicable to the Services and their use; (h) use the Services only for lawful purposes; and (i) promptly notify the Company of any suspected compromise, misuse, data breach or material fault affecting the Services.

5.2 The Customer shall appoint and maintain Authorised Contacts. The Company shall be entitled to rely on instructions, approvals, confirmations and decisions given by any Authorised Contact and, unless the Customer has clearly notified the Company otherwise in writing, by any director, owner, manager, finance contact, IT contact, procurement contact, operations contact, office manager or other person whom the Company reasonably believes to have authority in relation to the relevant matter.

5.3 The Customer shall be responsible for the acts and omissions of all its employees, users, agents, contractors, visitors and representatives as if they were the Customer's own acts and omissions.

5.4 The Customer shall not, and shall procure that its users shall not: (a) resell, sub-license, white-label, bureau, timeshare, share or otherwise commercially exploit the Services without the Company's prior written consent; (b) introduce malware, malicious code, scanners, automated traffic, unauthorised load, spam or abusive traffic into or through the Services; (c) copy, reverse engineer, decompile, disassemble, circumvent or attempt to derive the source code or underlying structure of any software or hosted platform comprised in the Services, save to the extent such restriction is prohibited by law; (d) use the Services to store, transmit or process unlawful, infringing, defamatory, indecent, offensive, misleading or fraudulent material; or (e) use the Services in a manner likely to subject the Company or any Third Party Provider to regulatory complaint, criminal investigation, reputational harm, denial of service, blacklisting, sanctions or third-party claims.

5.5 The Customer acknowledges that the Company's performance is dependent upon the Customer's timely performance of its own obligations. The Company shall not be liable for any failure or delay caused by a Customer Default and may recover from the Customer all wasted time, abortive costs and reasonable additional charges arising from any Customer Default.

6. Third Party Providers and Pass-Through Services

6.1 The Customer acknowledges that many Services depend wholly or partly on Third Party Providers and public or shared networks. To the fullest extent permitted by law, the Company shall have no liability for any act, omission, failure, delay, suspension, degradation, change, price increase or discontinuance attributable to a Third Party Provider or public communications network.

6.2 Where any Service comprises or depends upon third-party software, cloud services, hosting, licences, circuits, numbering, connectivity, data centre facilities, AI tools, security platforms, app marketplaces or carrier services, the Customer agrees that use of such services is subject to the relevant Third Party Provider terms, policies and restrictions, whether or not the Customer contracts with the Company as reseller, intermediary or administrator.

6.3 The Company may pass through with immediate effect any operational limitation, suspension, replacement, change of scope or change of commercial model imposed by a Third Party Provider.

6.4 If a Third Party Provider changes, suspends, withdraws or materially impairs a service or dependency critical to the provision of the Services, the Company may on written notice modify, replace, suspend or terminate the affected Service without liability, provided that the Customer shall remain liable for all non-cancellable or non-refundable third-party commitments incurred for the Customer's benefit.

6.5 The Customer authorises the Company to liaise with Third Party Providers, administrators, carriers, vendors, registries, registrars, losing and gaining providers, and other intermediaries as reasonably necessary to provide, administer, support, cease, port, transfer or recover the Services.

7. Equipment, Risk and Title

7.1 Risk in any Equipment shall pass to the Customer on delivery to the Customer's premises or site or, where applicable, upon installation or deemed delivery.

7.2 Title to any Equipment sold by the Company shall not pass to the Customer until the Company has received in cleared funds all amounts due to it under the Agreement and any other agreement between the parties.

7.3 Until title passes, the Customer shall: (a) hold the Equipment as bailee for the Company; (b) store the Equipment separately and so that it remains readily identifiable as the Company's property; (c) keep the Equipment in satisfactory condition and insured for its full replacement value; (d) not remove, deface or obscure any identifying marks on the Equipment; and (e) not sell, charge, pledge, assign, encumber or otherwise dispose of or deal with the Equipment.

7.4 Where Equipment is supplied on loan, rental, lease, subsidy, managed device, hardware-as-a-service or without transfer of title, ownership shall remain vested in the Company or its licensor at all times.

7.5 Upon termination, expiry or on demand following breach, the Customer shall promptly return all Equipment not owned by the Customer and, if it fails to do so, the Company may recover the same and charge the Customer for the cost of recovery, repair, replacement, wipe, redeployment and remarketing loss.

7.6 The Customer grants the Company, its employees, agents and contractors an irrevocable licence to enter any premises where Equipment is or may be located for the purpose of inspection, recovery or repossession, provided always that the Company shall use reasonable endeavours to minimise disruption.

8. Charges, Invoicing and Payment

8.1 The Customer shall pay the Charges in full, without set-off, counterclaim, deduction or withholding, save only for any deduction or withholding required by law.

8.2 Unless otherwise stated in the Order Form: (a) Recurring Charges shall be invoiced monthly in advance; (b) usage, call, overage, Professional Services, expenses, travel, accommodation and third-party pass-through Charges shall be invoiced monthly in arrears or, at the Company's option, on demand; and (c) all invoices shall be due and payable within seven days of the date of invoice. The Company may issue recurring invoices on or around the first week of the relevant billing month and may collect payment by Direct Debit on or around the middle of that month or on such other date as it may notify. Where the Company agrees to spread payment of any annual, upfront, prepaid, committed or non-cancellable third-party cost over monthly or other instalments, such payment profile shall be a billing accommodation only and shall not affect the Service Commencement Date, the Minimum Term, the Customer's liability for the full committed amount, or the non-cancellable or non-refundable nature of the underlying commitment.

8.3 Where the Company waives, discounts, credits, subsidises or amortises any onboarding fee, setup fee, implementation fee, migration fee, project fee, installation charge or similar upfront amount on the basis of an agreed Minimum Term, Renewal Term, committed spend, bundle, promotional offer or commercial assumption, such waived, discounted, credited, subsidised or amortised amount may be clawed back and charged immediately in full if: (a) the relevant Services terminate, are downgraded, are migrated away, are materially reduced or become incapable of continued provision before the end of the recovery period assumed by the Company; (b) the Customer commits a breach giving rise to suspension or termination; or (c) the Customer fails to proceed with onboarding, implementation or transition after the Company has committed internal or third-party resource. Unless otherwise expressly stated in the Order Form, the recovery period for any such concession shall be the Minimum Term of the relevant Services. For the avoidance of doubt, any such clawback shall be in addition to, and not in substitution for, any other Charges, Early Termination Charges or damages payable under the Agreement.

8.4 The Company may require payment by Direct Debit as a condition of supply. The Company may accept payment by BACS, card, Stripe or other method approved by it from time to time, but may charge a reasonable administration fee, failed payment fee, bank charge reimbursement or third-party payment processing fee for non-standard payment methods, failed collections, chargebacks, corporate cards or card-funded transactions, in each case to the extent permitted by law.

8.5 Time for payment shall be of the essence.

8.6 All Charges are exclusive of VAT and any other applicable taxes, duties or levies, which shall be payable by the Customer in addition.

8.7 If the Customer disputes an invoice, it shall notify the Company in writing within fourteen days of the invoice date, setting out in reasonable detail the grounds of dispute. Failing such notice, the invoice shall be deemed accepted. The Customer shall nevertheless pay all undisputed sums by the due date.

8.8 The Company may apply deposits, credits or part-payments received from the Customer against any invoice or debt owing by the Customer in such order as the Company determines.

8.9 Without prejudice to any other right or remedy, overdue sums shall bear interest from the due date until payment in full at the rate of eight per cent per annum above the Bank of England base rate from time to time, accruing on a daily basis.

8.10 The Customer shall indemnify the Company for all reasonable costs of collection, recovery, enforcement, tracing, legal action, debt recovery and third-party agency fees incurred in recovering overdue sums.

8.11 The Company may withhold handover documents, release information, configuration details, migration assistance, administrative credentials, licence transfers, number releases, exit assistance, project sign-off, final deliverables and any certificate or completion confirmation until all Charges and other sums due under the Agreement have been paid in full.

9. Price Variation and Pass-Through Charges

9.1 The Company may vary the Charges upon not less than thirty days' prior written notice to the Customer.

9.2 Without limiting clause 9.1, the Company may pass through with immediate or near-immediate effect any increase in cost arising from: (a) changes in taxes, duties, levies or governmental charges; (b) increases imposed by a Third Party Provider, carrier, licensor, wholesaler or platform owner; (c) changes in law, regulation, code, sanction regime or compliance obligation; (d) changes to usage profile, capacity, quantity, sites, users, devices, alert volumes, data volumes, support requirements or service scope; or (e) errors or assumptions in Customer-supplied information on which pricing was based.

9.3 Except where the Order Form, a Contract Summary, Contract Information document or applicable law requires a different mechanism, the Company may increase Recurring Charges on each anniversary of the relevant Service Commencement Date by the higher of: (a) five per cent; and (b) the percentage increase in the Consumer Prices Index over the preceding twelve months plus three percentage points, and may also pass through any higher third-party increase where the relevant Service depends upon a Third Party Provider cost stack.

9.4 Clause 9.3 shall not apply to any regulated communications service to the extent applicable law requires a different pricing mechanism, pricing disclosure or termination right. In that case, the relevant Order Form, Contract Information, Contract Summary or service-specific notice supplied for that service shall prevail to the minimum extent necessary.

10. Suspension, Restriction and Credit Control

10.1 Without prejudice to any other rights or remedies, the Company may suspend, restrict, bar, throttle, reroute, disable, disconnect or otherwise withhold all or any part of the Services immediately and without liability if: (a) the Customer fails to pay any sum due by the due date; (b) the Company reasonably suspects fraud, misuse, toll fraud, unlawful activity, breach of sanctions or security compromise; (c) the Customer is in breach of the Acceptable Use Policy or any other provision of the Agreement; (d) the Company believes the Services are being used in a manner likely to damage network integrity, service stability, the Company's reputation or the rights of any third party; (e) a Third Party Provider suspends or threatens to suspend any underlying service; (f) the Customer's creditworthiness materially deteriorates or the Company reasonably considers there to be a material credit risk; (g) the Company is required to do so by law, regulation, court order, government body or competent authority; (h) the Company requires the same for maintenance, upgrade, repair, migration or security purposes; or (i) the Customer refuses, delays or obstructs remediation, security hardening, onboarding steps, access requirements, minimum technical standards or other actions which the Company reasonably considers necessary to deliver or protect the Services.

10.2 The Customer shall remain liable for all Charges during any period of suspension.

10.3 Reinstatement following suspension shall be at the Company's sole discretion and may be subject to payment of all arrears, a reconnection fee, additional security, revised pricing, shortened credit terms or a new Minimum Term.

10.4 The Company may block, bar or restrict destinations, protocols, ports, applications, users, credentials, tenants, numbers, endpoints, devices or workloads where reasonably necessary to mitigate risk, fraud, abuse, congestion, compromise or regulatory exposure.

10.5 Where the Customer's conduct, environment, refusal to co-operate, refusal to follow reasonable security recommendations, refusal to implement agreed prerequisites or refusal to permit the Company to deploy or maintain required tooling materially impairs delivery of the Services or materially increases risk, the Company may suspend support, reclassify the affected Services as out of scope, terminate the affected Services for cause or continue to provide Services on a reasonable endeavours and fully chargeable basis only.

11. Minimum Term, Renewal and Notice

11.1 The Agreement shall commence on the Commencement Date and shall continue for the Minimum Term.

11.2 Unless otherwise stated in the applicable Order Form: (a) recurring managed, telecoms, connectivity, cyber, cloud and hosted Services shall have a default Minimum Term of thirty-six months from the relevant Service Commencement Date; (b) project-based Professional Services shall continue

until completion of the relevant Statement of Work and payment in full; and (c) third-party subscription or carrier-based Services shall have such minimum commitment as is imposed by the relevant Third Party Provider or stated in the Order Form.

11.3 Upon expiry of the Minimum Term, the relevant Service shall automatically renew for successive Renewal Terms unless terminated in accordance with the Agreement.

11.4 Each Renewal Term shall be equal in duration to the original Minimum Term for the relevant Service, unless the Order Form expressly states otherwise or the relevant Third Party Provider commitment or applicable law requires a different period.

11.5 Either party may terminate a renewing Service by giving not less than ninety days' prior written notice, such notice to expire on the last day of the then-current Minimum Term or Renewal Term.

11.6 Any notice of termination served after the final date on which valid notice could have been given for expiry at the end of the then-current term shall be ineffective to prevent automatic renewal and shall instead take effect, if valid, at the end of the next succeeding Renewal Term.

11.7 Where cessation, migration, release, transfer or porting of any Service depends upon a Third Party Provider or underlying carrier, termination of the affected Service shall not take effect until that third party has completed the cessation, release, transfer or port, and the Customer shall remain liable for all applicable Charges until that time.

12. Early Termination and Cessation

12.1 If: (a) the Customer terminates the Agreement or any Service before expiry of the then-current Minimum Term or Renewal Term; (b) the Company terminates the Agreement or any Service as a result of the Customer's breach; or (c) the Customer does or omits to do anything which causes the Agreement or any Service to terminate, be disconnected, be migrated away, be ceased or become incapable of continued provision, then the Customer shall pay the Early Termination Charges immediately upon demand.

12.2 The Early Termination Charges shall comprise, without limitation: (a) all Charges accrued but unpaid up to the effective date of termination; (b) all Recurring Charges that would have fallen due during the remainder of the then-current Minimum Term or Renewal Term, calculated at the full undiscounted rate or, if lower, the rate that would have applied had no term discount, subsidy or promotional concession been given; (c) all committed third-party, carrier, cloud, licensing, hosting, implementation, installation, supplier and support charges which the Company is liable to pay by reason of the termination; (d) all hardware subsidy clawbacks, discount clawbacks, unrecovered onboarding, setup, survey, activation, project, porting, migration and implementation costs; and (e) any decommissioning, collection, recovery, site attendance, travel, accommodation or administrative costs reasonably incurred by the Company.

12.3 The parties acknowledge that the Early Termination Charges represent a reasonable and proportionate measure of the Company's legitimate commercial interest in the due performance of the Agreement and are not intended to operate as a penalty.

12.4 The Company shall have no obligation to assist with migration, release, porting, transition or cessation while any sums remain due and payable by the Customer.

13. Service Levels, Support and Maintenance Windows

13.1 Service levels, response times, restoration targets and support hours shall apply only where expressly stated in the relevant Service Schedule, Service Description or Order Form.

13.2 Unless expressly agreed otherwise, all service levels are targets only, measured only during the applicable service window, and exclude any period during which the Company is awaiting Customer input, third-party action, site access, replacement parts, supplier response, customer testing or completion of a reasonable remediation prerequisite.

13.3 Any Service Credit expressly stated to apply in a Service Schedule shall, to the fullest extent permitted by law, be the Customer's sole and exclusive financial remedy in respect of the relevant service level failure.

13.4 The Company may carry out routine or emergency maintenance, upgrades, patching, testing and service affecting works at such times as it reasonably considers appropriate. The Company shall use reasonable endeavours to minimise disruption but shall not be liable for downtime attributable to such maintenance.

14. Vendor Terms, Licensing and Subscription Services

14.1 Where Services include third-party software, software subscriptions, cloud platforms, app marketplace products, telephony platforms, contact centre platforms, AI tools or other licenced services, the Customer acknowledges and agrees that such services are governed by the applicable Third Party Provider terms, end user licence agreements, service descriptions and product restrictions.

14.2 By ordering, using or requesting the provisioning of such services, the Customer expressly agrees to be bound by the relevant Third Party Provider terms and confirms that it has reviewed or will review them.

14.3 The Company has no authority to modify Third Party Provider terms. In the event of any conflict between the Agreement and the relevant Third Party Provider terms, the Third Party Provider terms shall prevail in relation to the use and provision of the relevant third-party service.

14.4 The Customer shall comply with all restrictions, limitations, eligibility requirements, export controls, sanctions requirements, user entitlements, billing rules and cancellation conditions imposed by the relevant Third Party Provider.

14.5 The Customer shall indemnify and hold harmless the Company against all losses, liabilities, damages, costs and expenses arising out of or in connection with the Customer's breach of any applicable Third Party Provider terms.

15. Warranties and Disclaimer

15.1 Each party warrants that it has the requisite right, power and authority to enter into the Agreement.

15.2 Subject to clause 17.1, all conditions, warranties, terms, representations and undertakings, whether express or implied by statute, common law, custom, course of dealing or otherwise, are excluded from the Agreement to the fullest extent permitted by law.

15.3 Save as expressly stated in the Agreement, the Services are provided on an as is and as available basis.

15.4 The Company does not warrant that: (a) the Services will meet the Customer's individual requirements; (b) the Services will operate in conjunction with any specific Customer Equipment or third-party software; (c) the Services will prevent or detect cyber incidents, fraud, toll fraud, spoofing, misuse or unauthorised access; (d) data will not be lost, corrupted, delayed, intercepted or disclosed; or (e) any advice, recommendation or guidance not confirmed in writing will be complete, accurate or reliable.

15.5 The Customer acknowledges that it has selected the Services based on its own skill and judgement and has not relied upon the Company to assess fitness for any particular purpose save as expressly stated in the Agreement.

16. Customer Indemnities

16.1 The Customer shall indemnify, defend and keep indemnified the Company, its Affiliates, officers, employees, agents and contractors against all losses, liabilities, damages, fines, penalties, costs, claims, demands and expenses suffered or incurred by any of them arising out of or in connection with: (a) any breach by the Customer of the Agreement; (b) any use or misuse of the Services by or on behalf of the Customer or any user; (c) any fraudulent, unlawful, defamatory, infringing, offensive or unauthorised use of the Services; (d) any claim that Customer Data or Customer materials infringe the rights of any third party; (e) any failure by the Customer to obtain necessary licences, permissions, consents, registrations or lawful bases for processing; (f) any damage to the Company's equipment, systems or reputation caused by the Customer or its users; (g) any injury, loss or damage sustained by the Company's personnel at the Customer's premises except to the extent caused by the Company's negligence; and (h) any breach by the Customer of applicable Third Party Provider terms.

16.2 The Company shall: (a) notify the Customer promptly of any indemnified claim of which it becomes aware; (b) not make any admission of liability or settlement without the Customer's prior written consent, such consent not to be unreasonably withheld or delayed; and (c) permit the Customer, at its expense and subject to the Company's right to participate using its own advisers, to conduct the defence and settlement of the claim.

17. Limitation of Liability

17.1 Nothing in the Agreement shall exclude or restrict either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot lawfully be excluded or limited.

17.2 Subject to clause 17.1, the Company shall not be liable, whether in contract, tort including negligence, breach of statutory duty, misrepresentation, restitution or otherwise, for any: (a) loss of profit; (b) loss of revenue; (c) loss of business; (d) loss of anticipated savings; (e) loss or depletion of goodwill; (f) loss of contract or opportunity; (g) loss, corruption or compromise of data; (h) business interruption; (i) wasted management time; or (j) indirect, consequential, incidental or special loss.

17.3 Subject to clause 17.1, the Company shall have no liability for any loss or damage arising from: (a) any act or omission of a Third Party Provider; (b) failure of third-party networks, utilities, internet, power, data centres or external infrastructure; (c) any Customer Default; (d) fraud, toll fraud, hacking, spoofing, credential compromise, malware, phishing, ransomware or unauthorised access not directly and solely caused by the Company's proven breach of the Agreement; (e) Customer Equipment, customer-side configuration, unsupported third-party software or unsupported integrations; or (f) any suspension or restriction effected in accordance with the Agreement.

17.4 Subject to clause 17.1, the Company's total aggregate liability arising out of or in connection with the Agreement in any consecutive twelve-month period shall not exceed the aggregate amount of Recurring Charges actually paid by the Customer to the Company for the affected Services in the three months immediately preceding the first event giving rise to the claim.

17.5 Service Credits, where expressly available, shall be the Customer's sole and exclusive financial remedy for the specific service level failures to which they relate.

17.6 Nothing in this clause 17 shall limit or exclude the Customer's liability to pay Charges, Early Termination Charges, indemnity claims, or any amount arising as a debt under the Agreement.

17.7 The Company shall not be liable for any claim unless the Customer gives written notice containing reasonably full particulars of the claim within ninety days of the matters giving rise to it becoming known, or reasonably capable of becoming known, to the Customer, and legal proceedings are commenced within twelve months after the cause of action first arose.

18. Confidentiality

18.1 Each party shall keep the other party's Confidential Information confidential and shall not disclose it to any third party except: (a) to those of its employees, officers, advisers, insurers, auditors, funders, Affiliates and professional advisers who need to know it for the purposes of the Agreement and who are bound by obligations of confidentiality; (b) as required by law, regulation, court order or competent authority; or (c) with the prior written consent of the disclosing party.

18.2 The receiving party shall use the disclosing party's Confidential Information only for the purposes of exercising its rights and performing its obligations under the Agreement.

18.3 The obligations in this clause shall continue for five years after termination or expiry of the Agreement, except in relation to trade secrets and security information, for which they shall continue for so long as the information remains confidential.

19. Data Protection

19.1 Each party shall comply with applicable Data Protection Laws in respect of personal data processed under or in connection with the Agreement.

19.2 To the extent the Company processes personal data on behalf of the Customer as processor, Schedule 7 shall apply.

19.3 The Customer warrants, represents and undertakes that it has all necessary rights, permissions, notices and lawful bases required to permit the Company and its Third Party Providers to process personal data and Customer Data for the purposes contemplated by the Agreement.

19.4 The Company may appoint subprocessors and Third Party Providers to process personal data where reasonably required for the performance of the Services.

20. Intellectual Property Rights

20.1 All Intellectual Property Rights in or arising out of or in connection with the Services, the Company's systems, software, templates, scripts, configurations, methodologies, know-how, documentation, service desk materials, automations, dashboards, reports, deliverables and all modifications thereto shall vest in and remain the property of the Company and/or its licensors, except only for Customer Data and any Customer-owned marks.

20.2 The Customer is granted only a non-exclusive, non-transferable, non-sublicensable right during the term of the Agreement to use those elements of the Services made available to it for its internal business purposes and strictly in accordance with the Agreement.

20.3 The Customer hereby grants to the Company a non-exclusive, royalty-free licence for the duration of the Agreement and any necessary transition or archival period to host, use, copy, transmit, adapt, reproduce, test, back up and otherwise process Customer Data and Customer materials to the extent reasonably necessary to perform, support, secure and improve the Services and to comply with law.

20.4 Unless the Order Form expressly states otherwise, no source code, administrative tooling, automation logic, templates, methodologies or reusable components shall be delivered to the Customer.

21. Publicity and Reference Rights

21.1 Unless the Customer objects in writing before the Commencement Date, the Company may identify the Customer as a customer of the Company and may use the Customer's name, trading style and logo in customer lists, tenders, sales materials, credentials, case studies and marketing collateral.

21.2 The Company shall not disclose the Customer's Confidential Information by virtue of clause 21.1.

22. Non-Solicitation

22.1 Neither party shall, without the prior written consent of the other, directly solicit for employment or engagement any employee or contractor of the other who has been materially involved in the provision or receipt of the Services, during the term of the Agreement and for twelve months thereafter.

22.2 If the Customer breaches clause 22.1, the Customer shall on demand pay to the Company a recruitment fee equal to the higher of: (a) thirty-five per cent of the individual's gross annual remuneration; and (b) twelve months of the fees payable to the relevant contractor, together with all reasonable recruitment and replacement costs.

23. Termination for Cause

23.1 Without prejudice to any other rights or remedies, the Company may terminate the Agreement or any affected Service immediately by written notice if: (a) the Customer fails to pay any amount due under the Agreement by the due date; (b) the Customer commits a material breach of the Agreement which is incapable of remedy or, if capable of remedy, fails to remedy that breach within seven days of being required to do so by the Company; (c) the Customer commits repeated breaches, persistent late payment or repeated misuse; (d) the Customer becomes insolvent, threatens to cease trading, enters into administration, liquidation, bankruptcy or any analogous process; (e) the Company reasonably suspects fraud, unlawful conduct, sanctions exposure or material security compromise; (f) the Company is no longer able lawfully or commercially reasonably to provide the Services; or (g) any Third Party Provider withdraws, suspends or materially changes a dependency critical to the provision of the Services.

23.2 The Customer may terminate the Agreement only if the Company commits a material breach of the Agreement which materially deprives the Customer of the whole of the affected Services and, where capable of remedy, fails to remedy that breach within thirty days after receipt of written notice specifying the breach in reasonable detail.

23.3 Save as expressly set out in the Agreement, the Customer shall have no right to terminate for convenience during the then-current Minimum Term or Renewal Term.

24. Consequences of Termination

24.1 Upon termination or expiry of the Agreement or any Service for any reason: (a) all sums due to the Company shall become immediately due and payable; (b) the Company may submit a final invoice in respect of accrued Charges, decommissioning costs, outstanding usage and Early Termination Charges; (c) the Customer shall immediately cease using the affected Services; (d) the Customer shall return or make available for collection all Equipment not owned by it; (e) any licences or rights granted to the Customer under the Agreement shall immediately cease unless otherwise expressly agreed; and (f) clauses which by their nature are intended to survive termination shall continue in full force and effect.

24.2 The Company shall have no obligation to retain Customer Data beyond any retention period expressly stated in a Service Schedule, and may delete or destroy the same following termination unless legally required to retain it.

24.3 Any exit assistance, transition services, data extraction, handover, migration or administrative co-operation requested by the Customer shall be subject to separate charges at the Company's then-current rates, payable in advance on demand.

25. Force Majeure

25.1 The Company shall not be in breach of the Agreement nor liable for any failure or delay in performing its obligations to the extent such failure or delay results from a Force Majeure Event.

25.2 If a Force Majeure Event continues for a period of more than twelve weeks, the Company may terminate the affected Services or the Agreement upon written notice without liability save for Charges accrued prior to termination.

26. Notices

26.1 Any notice given under or in connection with the Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or sent by email to the address notified by the receiving party for notices.

26.2 A notice shall be deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by first-class post, at 9.00 a.m. on the second Business Day after posting; and (c) if sent by email, at the time of transmission, provided no delivery failure message is received.

26.3 The Company may specify a dedicated email address for contractual notices and any notice sent elsewhere shall be invalid unless acknowledged by the Company in writing.

27. Dispute Resolution

27.1 If any dispute arises out of or in connection with the Agreement, either party may give written notice to the other identifying the dispute and requesting escalation to senior management.

27.2 Within ten Business Days of such notice, each party shall nominate a senior representative with authority to settle the dispute and the representatives shall meet, by video conference or in person, and use reasonable endeavours to resolve the dispute in good faith.

27.3 Nothing in this clause shall prevent either party from seeking urgent injunctive or other interim relief at any time.

28. General

28.1 Assignment and subcontracting. The Company may at any time assign, novate, transfer, charge, mortgage, subcontract or otherwise deal with any of its rights or obligations under the Agreement. The Customer may not do so without the prior written consent of the Company.

28.2 Variation. No variation to the Agreement shall be binding unless made in writing by or on behalf of the Company, save where the Agreement expressly permits the Company to vary Policies, Charges, service descriptions or operational procedures on notice.

28.3 Waiver. No failure or delay by the Company in exercising any right, power or remedy shall constitute a waiver of that or any other right, power or remedy.

28.4 Severance. If any provision of the Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and if such modification is not possible, it shall be severed, and the remaining provisions shall remain in full force and effect.

28.5 No partnership or agency. Nothing in the Agreement shall create or be deemed to create any partnership, joint venture, fiduciary relationship or agency between the parties.

28.6 Third party rights. A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, save that the Company's Affiliates and personnel may rely on any exclusion, limitation or indemnity expressed to be for their benefit.

28.7 Anti-bribery and sanctions. The Customer shall comply with all applicable anti-bribery, anti-corruption, trade and sanctions laws. The Company may suspend or terminate the Agreement immediately where it reasonably considers continued performance would expose it or any Third Party Provider to sanctions, anti-bribery or export control risk.

29. Governing Law and Jurisdiction

29.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, formation or performance shall be governed by and construed in accordance with the law of England and Wales.

29.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.