Agility Communications Limited

Hosted, Broadband and Connectivity Service Terms

Agility Communications Limited, registered in England and Wales, company number 10604192. Registered office: Unit I, V12, Merlin Park, Ringtail Road, Burscough Industrial Estate, Ormskirk, England, L40 8JY.

1. Introduction

1.1. This Agreement sets out the general terms and conditions of supply upon which Agility Communications supply any Equipment and/or Services to you.

1.2. We subscribe to the industry codes of conduct which can be found at http://www.ispa.org.uk and http://www.itspa.org.uk

1.3. Definitions for the terms used in this Agreement are set out in the Glossary below.

1.4. The Schedules to this Agreement set out terms and conditions specific to particular services we supply to you.

1.5. We both agree as follows.

2. Placing Your Order

2.1. You can place your order for Equipment and/or Services by any of these methods:

2.1.1. using our Partner Web Site interface; or

2.1.2. electronically signing a completed Customer Application form sent to you by us via email; or

2.1.3. submitting an order conforming to an XML service provided by us; or

2.1.4. sending us a completed Customer Application form by post to the address set out on our Web Site.

2.2. We will provide confirmation of your order using the contact details provided by our Partner.

Your Obligations

2.3. You are responsible for checking that your order is correct before you confirm and submit it. If you or your agent has made a mistake please call our Customer Services Telephone Number.

3. Commencement

3.1. We shall not be obliged to provide the Services and/or Equipment to you unless and until:

3.1.1. we have sent written notice to you (either by post or email) of our acceptance of the Customer Application; and

3.1.2. we have received any initial Charges due from you in respect of the Services and/or Equipment; and

3.1.3. in the case of an XML order, we have returned a successful response.

3.2. We will activate the Services as soon as reasonably possible following completion of the matters referred to in Clause 3.1 above.

3.3. The Services will be activated at the installation address stated on the Customer Application.

4. Duration

4.1. Unless otherwise terminated or suspended in accordance with this Agreement, or amended in any Specific Terms and Conditions, the following Services shall be provided for the Minimum Service Period stated on your customer order form:

4.1.1. SSL certificates;

4.1.2. Domain name registration/transfer and hosting;

4.1.3. Leased Lines, including Ethernet in the First Mile and Generic Ethernet Access services;

4.1.4. Agility Communications Wholesale Carrier Services (ACWCS);

4.1.5. Hosted Phone systems;

4.1.6. VoIP services;

4.1.7. Fibre to the Cabinet (FTTC) and Fibre to the Premises (FTTP);

4.1.8. Private Wide Area Network (PWAN)/Internet Protocol Virtual Private Network (IP VPN);

4.1.9. Mobile Data Service using a subscriber identity module;

4.1.10. Unlimited broadband packages.

4.2. For all other Services, unless otherwise specified in Specific Terms and Conditions or in a Schedule to this Agreement, the Services will be provided for a minimum of 30 calendar days from the date of activation.

4.3. On expiry of the Minimum Service Period referred to at Clauses 4.1 or 4.2 above (as appropriate), the Services will continue and this Agreement will renew for a further period equal to the Initial Term, and for successive further periods of the same length thereafter, unless written notice of non-renewal is given by either party not less than 180 calendar days before the end date of the then-current Term. Written notice of non-renewal must be given in accordance with Clause 9, and unless otherwise agreed in Specific Terms and Conditions.

4.4. Each renewal period arising under Clause 4.3 is itself a Minimum Service Period of the same length as the Initial Term, and the provisions of this Agreement which apply during a Minimum Service Period (including Clauses 6.4, 12.10 and 12.11) apply during each such renewal period in the same way as they applied during the Initial Term.

4.5. Notice given later than the period specified in Clause 4.3 will not prevent the then-current Term from renewing, but will take effect as notice of non-renewal in respect of the following Term.

4.6. Where additional Services, licences, Lines or Bolt-On Services are added to your account during a Term, each such addition carries its own Minimum Service Period of the same length as the Initial Term applicable to that type of Service, running from the date that addition is activated. Such an addition does not extend, shorten or restart the Term of the Services already supplied, and each addition may be terminated separately in accordance with Clauses 4.3 and 12.9. This Clause 4.6 does not apply to a Bolt-On Service added by us under Clause 7.3.2, which has no Minimum Service Period and may be cancelled under Clause 7.5.

Your Obligations

4.7. If you choose to cancel, then you must return any Equipment to us at your cost and risk. We advise you to ensure the Equipment is insured to its current market value during the return journey. You must ensure that you take reasonable care of the Equipment.

4.8. If you have not returned the Equipment within 90 calendar days of cancellation, or when requested by us to do so, whichever occurs first, we can collect the Equipment from you at your cost.

5. Payment

5.1. Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Services and/or Equipment shall be set out in the Price List and/or the Customer Application and/or the invoice relating to such Equipment and/or Services.

Your Obligations

5.2. You will pay the Charges (without any set off or deduction of any kind) on either a monthly, quarterly or annual basis as stated in the Customer Application and/or the Price List and/or the invoice referred to at Clause 5.1 above. Where you are a business and payment is not made in accordance with these terms, we are entitled to statutory interest, fixed sum compensation and reasonable recovery costs on the unpaid amount under the Late Payment of Commercial Debts (Interest) Act 1998. Where you are not a business, you will pay interest on any unpaid amounts calculated at 4% above the Bank of England base rate for the time being in force, calculated on a daily basis. Nothing in this Clause obliges us to exercise these rights, and any forbearance by us is not a waiver under Clause 17.1.

5.3. All amounts payable by you in accordance with the Agreement will be exclusive of Value Added Tax ("VAT"), or any other applicable tax or duty, which will be payable in addition to all such amounts due from you.

5.4. You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details used for standing order, continuous card authority, Direct Debit or other ongoing payment method purposes under this Agreement. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order or Direct Debit instruction with your bank.

Our Obligations

5.5. We will send you a VAT invoice following completion of the provision of the Services, or for regular monthly payments, subject to the following:

5.5.1. Where payment is taken in advance of an invoice for an existing service, we will send you a VAT invoice following receipt by us of such payment.

5.5.2. Where payment for the provisioning of a future service is made in advance, we will not provide a VAT invoice until that service is provisioned. This includes where a pro-forma invoice for a deposit is raised prior to a service being provisioned.

Credit and Invoice Queries

5.6. You acknowledge and agree that we may carry out Credit Checks on you using external credit specialists, in a fair and reasonable manner, in order to determine commercial risk, both before we accept a Customer Application and at reasonable intervals during the Term. Based on the result we may set a Credit Limit for your account, and/or require you to pay in advance, and/or require you to provide such security for payment as we shall reasonably determine.

5.7. If you wish to query or dispute any invoice, you must notify us in writing to billing@agilitycomms.co.uk, or to the billing contact address shown on the invoice, within 14 calendar days of the date of that invoice, setting out the amount disputed and the reason. Any invoice, or part of an invoice, not disputed within that period is deemed accepted by you as correct. This Clause 5.7 is subject to Clause 7.5 in respect of any Bolt-On Service added under Clause 7.3.2.

5.8. Where you dispute part of an invoice in accordance with Clause 5.7, you remain liable to pay all undisputed amounts on that invoice by the due date, and Clause 5.2 applies to any undisputed amount which is not paid when due.

5.9. Clause 5.7 does not prevent us from correcting an invoice, or from making a backdated claim for amounts owed which were not previously invoiced for technical or other reasons.

6. Changes to this Agreement – Pricing

6.1. If you are a Business User, we may increase the amount payable by you for any Services and/or Equipment by giving you 14 calendar days' notice in writing after the expiry of the Minimum Service Period.

6.2. If you are not a Business User, we may increase the amount payable by you for Services and/or Equipment by giving you 30 calendar days' notice in writing.

6.3. If a change made under Clause 6.1 or 6.2 is to your material detriment, you may, within 30 calendar days of receipt of such notice, cancel this Agreement without penalty by giving a minimum of 14 calendar days' notice in writing to us. Where you cancel under this Clause 6.3, the notice period at Clause 12.9 does not apply.

6.4. For the avoidance of doubt, installation and rental charges for Services which are subject to a Minimum Service Period of more than 30 calendar days shall remain unchanged during their applicable Minimum Service Period unless:

6.4.1. we can reasonably demonstrate that the cost of providing the Service has increased because of a change by a third party supplier. Any such increase in our charges will not exceed the increased cost incurred by us in providing the Service. We will give 30 calendar days' notice of such change; or

6.4.2. the cost of providing the Service increases to comply with any legal or regulatory obligation, decision or request. We will give 30 calendar days' notice of such change, save where our compliance with that legal or regulatory obligation requires a shorter period of notice or no notice.

6.5. Clause 6.4 does not restrict the annual price review set out at Clause 7.1, which applies to the Services listed in that Clause whether or not a Minimum Service Period is running.

7. Pricing & Additional Services

7.1. To ensure our customers receive the best possible service, we review our pricing structure each January. The price of licences and additional services will increase as follows:

- Licences: the price of all licences, including but not limited to VoIP Licences, Microsoft Teams Licences and SoftPhone Licences, will increase annually as follows:
  - o for licences billed under £10.00 per licence per month, the increase will be £0.50 per month per licence;
  - o for licences billed at £10.00 or more per licence per month, the increase will be £1.00 per month per licence.
- Additional Bolt-On Services: as per Clause 7.3, the e-fax, fraud monitoring, call optimiser and cyber security Bolt-On Services will increase by £4.99 per licence per month. All other Bolt-On Services, including but not limited to AI call summaries and transcription, will increase annually as follows:
  - o for Bolt-On Services billed under £10.00 per licence per month, the increase will be £0.50 per month per licence;
  - o for Bolt-On Services billed at £10.00 or more per licence per month, the increase will be £1.00 per month per licence.
- Connectivity Products: prices for connectivity products, including but not limited to SoGEA, FTTP, FTTC, Leased Line, WAN and LAN, will increase annually as follows:
  - o for products under £100.00 per month, the increase will be £10.00 per month;
  - o for products between £100.00 and £500.00 per month, the increase will be £20.00 per month;
  - o for products over £500.00 per month, the increase will be £40.00 per month.

7.2. From time to time, Agility may incur additional costs from wholesale carriers for services that are integral to your agreement. While we will endeavour to absorb these costs, in some cases we may need to pass them on to your bill. If you have any questions regarding additional charges, please contact billing@agilitycomms.co.uk.

7.3. Bolt-On Services are optional services and features which we supply in addition to your core Services, including but not limited to AI call summaries and transcription, e-fax, fraud monitoring, call optimiser and cyber security, and any other service or feature which we introduce from time to time ("Bolt-On Services"). A Bolt-On Service may be added to your account:

7.3.1. at your request, in which case it will be charged in accordance with the pricing structure outlined above, added to your next invoice, and Clause 4.6 applies to its Minimum Service Period; or

7.3.2. where you are a Business User, by us, at our discretion, at any time and without notice to you or your consent, in which case it will be charged at the price we set for your account, as shown on your invoice in accordance with Clause 5.1.

7.4. From the date it is added, a Bolt-On Service forms part of the Services and its Charges are payable under the Agreement. The addition of a Bolt-On Service under Clause 7.3.2 is not an increase in the amount payable for any existing Service, nor a change to the terms of the Agreement, and Clauses 6.1 to 6.4, 8 and 12.1 do not apply to it.

7.5. You may cancel any Bolt-On Service added under Clause 7.3.2 at any time by giving us 30 calendar days' notice in writing in accordance with Clause 9.2, or by email to billing@agilitycomms.co.uk. The Charges for that Bolt-On Service remain payable until the end of the notice period, after which we will remove it from your account. No early termination charge applies, and cancellation does not affect any other Services or their Term. Cancellation under this Clause 7.5 is your sole and exclusive remedy in respect of any Bolt-On Service added under Clause 7.3.2, and you may not query or dispute the Charges for such a Bolt-On Service under Clause 5.7, or withhold payment of them, on the ground that you did not request or agree to it. Nothing in this Clause limits any rights you may have under Ofcom's General Conditions of Entitlement.

8. Changes to this Agreement – Terms

8.1. We may have to change the terms and conditions of the Agreement. Where this is necessary we will notify you in advance before the changes to the terms and conditions take effect. The reasons we may make changes include, but are not limited to:

8.1.1. complying with any legal or regulatory obligation, decision or request;

8.1.2. changing the Price List in accordance with Clauses 6 and 7 above;

8.1.3. changing the conditions relating to a Service in order to reflect contractual changes imposed upon us by our Suppliers;

8.1.4. introducing new products, improved Service features, or variations that are necessary by virtue of any new law or regulation or as required by any regulator or other competent authority;

8.1.5. introducing process changes (including changes to the Acceptable Use Policy and Privacy Policy), provided that they are not to your detriment;

8.1.6. maintaining the integrity or security of the Service or any network;

8.1.7. improving clarity, or making corrections to typographical errors;

8.1.8. changing the processes and procedures detailed in any Product Handbook.

8.2. We will endeavour to let you know about any change referred to in Clause 8.1 at least 30 calendar days before it happens, save where our compliance with a legal or regulatory obligation requires a shorter period of notice or no notice.

8.3. In respect of changes to this Agreement made under Clause 8.1, such changes shall not require a new Agreement to be signed by the Parties and shall take effect at the expiration of such notice as is provided by Clause 8.2.

8.4. We may from time to time make test or trial services and/or promotional offers ("Offers") available. Such Offers may be subject to specific terms and conditions ("Promotional Terms and Conditions") which we notify to you. Promotional Terms and Conditions may require a variation to this Agreement, in which case you will be deemed to have accepted such variation on your acceptance of the Offer. Unless otherwise stated in the Promotional Terms and Conditions, an Offer may be amended or withdrawn by us at any time and without notice. For the avoidance of doubt we are not obliged to include you in any Offer we make to our other customers. Unless expressly permitted under the terms of a specific promotional offer, current and former customers, under the same or any other identity, are ineligible for any promotional offer reserved for new customers.

9. Notices

9.1. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either email or first class post to your last known email or postal address. For the avoidance of doubt, by agreeing to these terms and conditions you expressly agree to receive correspondence by email, including notices relating to switching your services. Any notice sent by first class post will be deemed served 2 Working Days after posting. Any notice sent by email will be deemed served on the day that it is sent.

9.2. Any notice or other information to be served by you on us in accordance with this Agreement, including any notice of non-renewal under Clause 4.3 and any notice of termination under Clause 12.9, must be in writing and must be sent either:

9.2.1. by recorded delivery post to our registered office, in which case it will be deemed served 2 Working Days after posting; or

9.2.2. by email to info@agilitycomms.co.uk, or to such other notices address as we may publish for this purpose on our Web Site from time to time, in which case it will be deemed served on the Working Day on which we acknowledge receipt in writing.

9.3. A notice under Clause 4.3 or Clause 12.9 must identify the Customer, the account, and the Services to which it relates, and must state clearly that it is a notice of non-renewal or of termination. Notice sent to any

other address, or given verbally, or given to an individual employee otherwise than in accordance with Clause 9.2, is not valid notice under this Agreement.

9.4. We will acknowledge a valid notice served under Clause 9.2 within 5 Working Days. If you do not receive an acknowledgement within that period, you should contact us on the Customer Services Telephone Number, as we may not have received it.

Your Obligations

9.5. You are responsible for the maintenance of a correct and functioning email address.

9.6. You agree to keep the contact details which you have provided to us up to date.

10. Ownership and Title to Goods

10.1. You agree that all static IP addresses are allocated to you on a rental only basis and will remain our property at all times.

10.2. We may make software available to you that enables you to use the Services. This includes but is not limited to software embedded in routers and firewalls. This software must not be copied or modified by you or anyone else unless allowed by Law. You undertake and agree that you will access the Services only via use of this software, or in an alternative way permitted by us, and you will not attempt to circumvent any security measures inherent in the Services. Where such software is owned by or licensed to us, we will, where possible, grant you a revocable, non-transferable, non-assignable, non-exclusive licence to use it for the duration of the Agreement (or, if shorter, the duration of any licence of the software to us). Where the use of such software by you requires you to enter a separate licence, you agree to do so.

10.3. Where we provide managed equipment to you or your End Users it will be our property at all times. You are responsible for making sure that End Users are contractually bound to keep our equipment safe and ensure that it is used properly at all times, and that they agree to follow the manufacturer's instructions and any other reasonable instructions we provide. End Users are responsible for providing mains power and ensuring adequate ventilation and air circulation are available at the installation site. You agree that you are responsible for any loss, theft or damage to such rented equipment regardless of how it happens.

10.4. Within 14 calendar days of service termination, the equipment must be returned in good working condition to our office at your cost and risk. If you fail to do so, we reserve the right to charge you for replacement of the equipment. Payment for such charges must be received within 30 calendar days. The amount of the charge is calculated as a percentage of the current market price to replace the supplied equipment or equivalent with genuine new Cisco equipment from Agility Communications' current hardware supplier, the applicable percentage to be calculated from the table below, and based on the length of time the equipment has been deployed:

Years elapsed since the contract began	**Percentage of market price payable at the time of return**
Up to 1 year	80%
Between 1 and 2 years	65%
Between 2 and 3 years	50%
Between 3 and 4 years	35%
Between 4 and 5 years	20%
Over 5 years	20%

10.5. Where Equipment is returned under Clause 10.4 within the period stated in that Clause, no charge is payable under this Clause 10. Clause 4.8 governs collection of Equipment which has not been returned.

10.6. Ownership of any Equipment which we have expressly agreed to sell to you will not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of the Equipment.

11. Equipment; Delivery and Access Rights

11.1. Delivery of the Equipment will be made to the delivery address stated on the Customer Application.

11.2. Any managed equipment and/or routers which we supply to you will be configured by us to meet your basic network and Internet specifications. You are not permitted to make any alterations to the configuration of such Equipment and any such alterations will invalidate our support obligation (if any) relating to such Equipment, unless expressly authorised by us in advance.

11.3. You agree that any Equipment not supplied by us which is connected to or used with the Services is technically compatible with the Services and is used in compliance with all relevant instructions and safety and security procedures, and we have no liability for equipment not supplied by us.

11.4. If, despite our endeavours, we are unable for any reason to fulfil any delivery or activation on or by the specified date, we will not be deemed to be in breach of the Agreement, nor (for the avoidance of doubt) will we have any liability to you for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery or activation. Any delay in delivery or activation beyond the stated delivery date (or any extended delivery date under Clause 19.1) will not entitle you to cancel the Agreement unless and until you have given 30 calendar days' written notice to us requiring the delivery or activation to be made and we have not fulfilled the delivery or activation within that period. Such notice may not be given until after the stated delivery date (or any extended delivery date if applicable). If you cancel the Agreement in accordance with this Clause then:

11.4.1. we will refund to you any sums which you have paid to us in respect of that Agreement or part of the Agreement which has been cancelled; and

11.4.2. you will be under no liability to make any further payments in respect of that Agreement or part of the Agreement which has been cancelled, save that:

11.4.2.1. you will be liable for reimbursing us for the costs we incur from our suppliers upon such cancellation. If you cancel an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by us, you agree to reimburse us for any costs we have incurred in preparing to deliver the Service in addition to the standard cancellation charge, as may be applicable at the time;

11.4.2.2. we will take all reasonable steps to mitigate any such costs. If you have had a site survey you will pay the full site survey charges. If the Service includes any excess construction charges, such charges will be payable in full by you on cancellation of an ordered Service. If we have provided you with any Equipment you will return such Equipment to us immediately in full working order at your cost.

11.5. Risk of damage to or loss of the Equipment will pass to you upon delivery.

11.6. We will use our reasonable endeavours to notify you as soon as possible if either we or our agents, employees, representatives or anyone else involved in providing the Services and/or the Equipment require access to your premises to install the Services and/or the Equipment or to carry out repairs, maintenance or upgrades. Where such notice is received by you, you agree to grant us and/or such other persons referred to free and safe access to your premises. We will meet your reasonable requirements, and you agree to meet ours, concerning the safety of people on your premises.

11.6.1. You are responsible for ensuring compliance with all statutes, regulatory requirements, instructions and health and safety requirements relating to the Equipment, and for obtaining all wayleaves, consents, approvals, servitudes, rights of way and any similar rights in relation to any premises required for the purpose either of installing, maintaining or repairing your connection or, at the end of the Term, removing the Equipment and, if necessary, any fibre installed.

11.6.2. You are responsible for providing electrical connections for such Equipment as is necessary to support the operation of the connection.

11.6.3. Where you order our Fibre into any point of presence or data centre you occupy, you are responsible for providing such access as we shall require to bring Fibre from the public highway to the space you occupy within such point of presence or data centre, together with any associated costs.

11.6.4. Where we carry out work in response to a fault reported by you and, following such work, we determine that there is no fault found in the Network or Service, or that the fault was due to your (or your end customer's) negligence, act or omission, then we reserve the right to charge you for the Reasonable Costs properly incurred and charged to us by the carrier for any such work carried out.

12. Suspension and Termination

Our Rights to Terminate

12.1. We will provide the Services for the relevant Service Period. However, we may have to modify, suspend, vary or discontinue the whole or any part of the Services (including, without limitation, any codes or access details or technical specifications associated with the Services) and will endeavour to give you as much notice as is reasonably practicable if we need to do so.

12.2. You are responsible for ensuring that the Services and/or Equipment are used in accordance with this Agreement. If you breach this Agreement we may, in our sole discretion:

12.2.1. suspend or terminate this Agreement and/or any of the Services in whole or in part, for any period which we shall determine, without notice or refund; and/or

12.2.2. make a reasonable additional charge to cover our costs incurred; and/or

12.2.3. block access to any part of the Services.

12.3. We will endeavour to ensure that the Services are of a high quality. In order to maintain the quality and safety of the Services, and any other services which we provide to our customers, we may from time to time:

12.3.1. suspend, close down or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements, or to prevent overload of the network, or to preserve the safety, security or integrity of the Services and any Internet traffic conveyed (although we will give you as much notice as is reasonably practicable before doing so and will endeavour to carry out such works during the relevant scheduled maintenance periods as published by us); and/or

12.3.2. give you instructions on how to use the Services. You agree to comply with any reasonable instructions we may give you in accordance with this Clause.

12.4. If your communications network does not conform to the standards set out in Clauses 13.11 and 13.13, and by not so conforming causes detriment to us or any of our other customers, we may, without prejudice to our other rights under Clauses 12.2 and 12.5, suspend your access to the Services until you have given a suitable undertaking to remedy the non-conformance.

12.5. You agree that we may suspend or terminate the Services and/or your Account and/or terminate the Agreement at any time, without prior notice or refund to you, and without affecting any of our accrued rights or claims:

12.5.1. where we reasonably believe that the Services are being used in breach of Clauses 13.10, 13.11 or 13.13; or

12.5.2. for non-payment (when due) of the Charges or any other sum due from you under the Agreement or any other agreement with us; or

12.5.3. where you have breached the Agreement in any other way on three or more occasions (and we have given you notice of the first two breaches); or

12.5.4. where you are or you become Insolvent, or suffer any distress or execution or other legal process to be levied or enforced or sued upon or against any part of your property, assets or revenue and which is not discharged or stayed within 7 calendar days, or you cease or threaten to cease to carry on business; or

12.5.5. where, at any time, an agreed method of payment is unavailable for collection under this Agreement; or

12.5.6. for any other material breach of the Agreement by you.

12.6. You also agree that where this Agreement or your Account is terminated for your breach, the Services will automatically terminate.

12.7. You agree that, notwithstanding the provisions of Clauses 4.3 and 12.9 (but without affecting our other rights to terminate under this Agreement), we may terminate all or any of the Services at any time, on 14 calendar days' notice, to expire at any time on or after the Minimum Service Period. Any refund that is due to you will be made by us following the cancellation of the Service(s), and will be made direct to your credit card or bank account (notified to us for this purpose) by BACS transfer. It is your responsibility to provide us with the correct bank details.

12.8. Any suspension of the Services by us in accordance with this Agreement will not constitute a termination of the Agreement, and we may (where we have suspended the Services due to your breach of this Agreement) require you to pay a reconnection fee to recommence the Services together with the relevant Charges.

Your Rights to Terminate

12.9. You may terminate all or any of the Services, at any time after the Minimum Service Period, by giving 180 calendar days' notice in writing to us in accordance with Clause 9.2, unless otherwise agreed in Specific Terms and Conditions. For the avoidance of doubt, the notice period under this Clause 12.9 is the same as the notice period for non-renewal under Clause 4.3, and notice which satisfies Clause 4.3 will also satisfy this Clause 12.9.

12.10. Where you terminate within the Minimum Service Period, and you are a business, you will be liable to pay:

12.10.1. in respect of Licence Services, the higher of (a) the fees calculated by multiplying the remaining number of months of the Minimum Service Period by the monthly charges for the Services, and (b) £250 per Line; or

12.10.2. in respect of any Network Services, the higher of (a) sixty per cent of the monthly fees payable under the Network Contract calculated by multiplying the remaining number of months of the Minimum Service Period by the monthly fees payable under the Network Contract, and (b) £250 per Line;

12.10.3. in either case, whether Licence Services or not, the monthly charges to be multiplied by the remaining number of months of the Minimum Service Period shall be the full monthly charges specified in the Order and exclusive of any Deal Incentive; and

12.10.4. an administration fee of £250 per licence where termination takes effect before the end of the Minimum Service Period.

12.11. Where you terminate within the Minimum Service Period and you are not a business, you will be liable to pay the Charges due in respect of that Minimum Service Period, less any costs we save as a result of the early termination.

12.12. After the contract has been terminated, if you require any handsets or hardware to be deprovisioned from our services, there will be a deprovision administration charge of £145 per handset payable upon request.

13. Conditions of Use (Network and Services)

Our Obligations

13.1. We will (in consideration of the Charges) deliver data packets to your network boundary only and will not be held responsible for the transit, routing and delivery of data packets to individual workstations on your network.

Your Obligations

13.2. You agree that we may, at any time, scan any IP addresses allocated to you for anything which may affect the security of the Services (including open relays and/or open proxies or equivalent).

13.3. You agree that the configuration of your internal network remains your responsibility. Any interruption to the Services resulting from such configuration will not be regarded as an interruption in or suspension of the provision of the Services by us.

13.4. You agree that you are entirely responsible for any form of automated dialling system which you have set up (including, but not limited to, the reliability of such system and any call costs which may be incurred as a result of its use).

13.5. You acknowledge that the Internet is separate from the Services and that use of the Internet is at your own risk and subject to any applicable Laws. We have no responsibility for any goods, services, information, software or other materials which you may obtain from a third party when using the Internet.

13.6. You also acknowledge that we may exercise editorial control over the content of our servers, but that we do not have the resources to ensure, nor are we capable of checking, the full content of our servers at all times. Neither we, nor any of our agents, contractors, licensees, employees and information providers involved in providing the Services, are able to control the content of the Internet. You therefore agree that we shall not be held responsible for the publication, transmission or reception of any defamatory material or information of any kind, other than information which is inserted by us. You specifically acknowledge that we have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the Services.

13.7. You agree that you will promptly provide us with all information within your possession or control that we may reasonably require in order to provide the Services and to perform all of our other obligations under this Agreement.

13.8. You agree that you will be responsible for all use of the Services and (unless we have agreed to supply it as part of the Equipment) for providing the necessary equipment and/or services (including, without limitation, a telephone line, if required), and for obtaining any permits and/or licences which are necessary for connecting to, and accessing, the Services. You agree that you are responsible for complying with all terms and conditions (including, without limitation, terms of payment) relating to any telecommunications service which is required by you to access the Services. You agree to comply with the manufacturer's instructions for equipment you provide.

13.9. If, while using the Services, you discover that another person is using the Services and is failing to do so in accordance with the Agreement, you must inform us immediately.

13.10. You agree that you will, at all times and for whatever purpose, use the Services and/or the Equipment in compliance with all Laws.

13.11. In addition to Clause 13.10, you agree that you will not use, and will take all reasonable precautions to ensure that nobody else within your control uses, the Services and/or the Equipment:

13.11.1. fraudulently or in connection with any criminal offence;

13.11.2. in a way that is false or misleading (including, but not limited to, asking for money under false pretences or impersonating others);

13.11.3. to send, knowingly receive, upload, download, use or re-use any material which is offensive, abusive, indecent, obscene (including, but not limited to, nudity, pornography, bestiality or activity that exploits, harms, or threatens to harm children), defamatory, or menacing (including, but not limited to, stalking, advocating violence against others or hate speech), or in breach of copyright (including, but not limited to, unauthorised sharing of copyrighted maps, music, photographs and other content), in breach of confidence, privacy or any other rights;

13.11.4. to cause alarm, distress, annoyance, inconvenience or anxiety;

13.11.5. to "spam" or to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;

13.11.6. to make or attempt to make false or hoax calls to emergency services;

13.11.7. in any way which, in our reasonable opinion, is or is likely to be detrimental to the provision of services to you or any of our customers, or to our business and/or reputation;

13.11.8. in contravention of any applicable licences or third party rights, or in contravention of our Acceptable Use Policies; or

13.11.9. in a way that does not comply with any instructions provided to you.

13.12. You may use the Services to link to other networks world-wide, provided that you comply, at all times, with any policies and/or terms and conditions imposed by the operators of such other networks.

13.13. You agree that you will not perform, or allow anyone else to perform, any unauthorised IP or Port multicasting, spoofing, broadcasting, vectoring, filtering, translation or routing, and that all apparatus connected to our network will conform to the relevant standard or approval designated under the Communications Act 2003.

13.14. Where you have ordered an Ethernet service, you confirm your understanding that, due to packet overheads, the throughput experienced may be slightly less than the bandwidth you ordered.

13.15. You agree to:

13.15.1. keep any records of your User Name(s) and/or Password(s) in separate places and take all necessary steps to ensure their security; and

13.15.2. keep your User Name(s) and/or Password(s) private and confidential and ensure, at all times, that they do not become known to anyone else.

13.16. You agree that you will notify us immediately if you become aware of any change in circumstances which may lead you to believe that your User Name(s) and/or Password(s) have become known to anyone else.

13.17. You agree that we may, from time to time, and on giving you reasonable notice wherever possible, suspend and/or change your User Name(s) and/or Password(s). You also agree that you will not change or attempt to change your User Name at any time.

13.18. Any fault with the Services and/or the Equipment which you detect must be reported to us as soon as possible either:

13.18.1. by telephone on our Technical Support Number; or

13.18.2. by email; or

13.18.3. to such other telephone number or email address, or at such other Web Site, as we may notify to you from time to time for this purpose.

14. Liability

14.1. You agree that, in view of their nature, your use of the Services is at your sole risk. Whilst we will endeavour to ensure that the Services are of a high quality, neither we nor any of our suppliers, agents, contractors, licensees, employees or information providers involved in providing the Services give any guarantee that the Services will be uninterrupted or free from error. Where necessary for commercial, technical or other reasons:

14.1.1. a network or service provider connected to the Services may suspend or terminate its network connection to the Services; or

14.1.2. we may suspend or terminate the connection of the Services to another network or service provider.

14.2. Although we will try to ensure the accuracy and quality of the Services, the Services are provided on an "as is" basis and:

14.2.1. we do not accept responsibility for any use of or reliance on the Services or for any disruptions to or delay in the Services; and

14.2.2. we do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Services.

14.3. No warranty, term or condition, express or implied, is offered by us or our third party suppliers in relation to the Services, except as expressly provided in this Agreement. You agree that any suspension or termination referred to in Clause 14.1 above will not constitute a breach by us of the Agreement.

14.4. You further agree that we will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of a suspension of the Services in accordance with Clause 12.3.1 above.

14.5. You agree and acknowledge:

14.5.1. that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the Equipment and/or the Services and/or any other service provided to you under the Agreement;

14.5.2. that we cannot adequately insure our potential liability to you; and

14.5.3. that the sums payable by you under the Agreement have been calculated on the basis that we shall exclude liability in accordance with the Agreement.

14.6. In no circumstances whatsoever will we be liable to you (whether in contract, for breach of duty, negligence or otherwise), where you are a business, for:

14.6.1. loss of revenue;

14.6.2. loss of actual or anticipated profits (including loss of profits on contracts);

14.6.3. loss of the use of money;

14.6.4. loss of anticipated savings;

14.6.5. loss of business;

14.6.6. loss of opportunity;

14.6.7. loss of goodwill;

14.6.8. loss of reputation;

14.6.9. loss or corruption of, or damage to, data, systems or programs; or

14.6.10. any indirect or consequential loss or damage howsoever caused, which arises out of or in connection with any use of, or inability to use, the Services and/or the Equipment.

14.7. You acknowledge that any firewall we supply is not designed, manufactured, authorised or warranted to be suitable for use in any system where a failure of such system could result in a situation that threatens the safety of human life, including without limitation any medical, life support, aviation or nuclear applications. Any such use and subsequent liabilities that may arise from such use are totally the responsibility of the End User, and all liability, whether in contract, tort or otherwise in relation to the same, is excluded subject to Clause 14.9.

14.8. In any event:

14.8.1. our liability to you for any failure of the Services or other event in any minimum period of notice that you must give to us to terminate a specific Service or this Agreement shall not exceed the Charges payable in respect of a notice period of 90 calendar days. For the avoidance of doubt, this limit is independent of the notice period set out at Clauses 4.3 and 12.9, and is not increased by any change to that notice period;

14.8.2. our aggregate liability to you of any sort (including for breach of contract and negligence) in connection with this Agreement, in respect of all events occurring in any period of 12 consecutive months, shall not exceed the total Charges paid by you to us under this Agreement in the 12 months immediately preceding the date on which the event giving rise to the claim first arose. Where the Agreement has been running for less than 12 months at that date, the limit is the total Charges paid by you to us in that shorter period.

14.9. Nothing in this Agreement will limit our liability under Part I of the Consumer Protection Act 1987, or for death or personal injury caused by our negligence, or, where you are a business:

14.9.1. for liability under any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982;

14.9.2. for fraud or fraudulent misrepresentation; or

14.9.3. any other liability which cannot be excluded or limited by applicable law.

14.10. You agree that you will be responsible for, and hold us and our suppliers, agents, contractors, licensees, employees and information providers involved in providing the Services and/or Equipment harmless from and against, any and all losses, claims, damages, costs, demands, expenses and other liabilities which we suffer as a result of any breach by you of the terms of this Agreement, and from and against any claim brought by a third party alleging that the unauthorised use by you or modification by you of the Services

and/or the Equipment, by you or under your Account, has infringed any intellectual property or other right of any kind, or any applicable legislation or regulation (whether international or domestic), but excluding any liability which we face as a result of criminal prosecution.

14.11. You agree to pay all costs, damages, awards, fees (including legal fees), judgments and other sums awarded against, or agreed to be paid by, us in relation to the claims referred to at Clause 14.10 above. You further agree that you will, as soon as possible, notify us of, and forward to us, all correspondence received by you in relation to such claims.

14.12. You also agree that we shall have full authority to defend, compromise or settle the claims referred to at Clause 14.10 above, and that you will, at your expense, provide us with all reasonable assistance necessary to defend such claims.

14.13. Subject to Clause 14.14, the only remedy available to you for a breach by us of the Agreement shall be for breach of contract under the terms of the Agreement.

14.14. Nothing in the Agreement shall exclude or limit our liability for fraudulent misrepresentation.

15. Intellectual Property Rights

15.1. You agree that you will not use the corporate marks (including photographs of buildings) of us or our suppliers, or our name or any element thereof, either alone or in combination with another word or device mark, nor any other brand, get-up or trade mark of us or our suppliers, where such use constitutes or would constitute an infringement of our registered trade mark or common law trade mark rights; or

15.1.1. use or register, or attempt to register, as a trade mark, company name or domain name, anything that is identical to, similar to, or likely to be confused with any of our or our suppliers' corporate marks.

15.2. You will not display our corporate marks without our express permission and, in any event, you will not display our corporate marks after the termination of this Agreement.

15.3. However, nothing in Clause 15.1 prohibits you from making legitimate use of our name or any trade mark of ours, whether in the form of factual statements or in accordance with Section 10(6) of the Trade Marks Act 1994, or in any other way which does not constitute an infringement of our registered or common law trade mark rights.

15.4. All copyright and other intellectual property rights in this Agreement remain with us.

16. Passing Off

16.1. You agree that you will not:

16.1.1. represent yourself as us or our suppliers;

16.1.2. misrepresent your relationship with us or our suppliers;

16.1.3. misrepresent the nature and/or effect of your contracts with End Users;

16.1.4. in any other way pass off your business as being ours, or represent that you are in any joint venture with us, in the absence of explicit prior written consent from us.

17. Waiver

17.1. Neither failure nor delay by you or by us in exercising any of your or our rights under the Agreement shall amount to a waiver of any such right, or operate so as to bar the exercise or enforcement of such right at any time in the future.

18. Right to Assign

18.1. We may transfer, assign or sub-contract the whole or any part of our rights and obligations under the Agreement. You agree that you will not assign, sub-contract, sell, transfer, lease, licence or charge by way of security any of your rights or obligations under the Agreement without our prior written consent. Breach of this restriction in any way (whether successful or not) will result in your Account being terminated.

19. Force Majeure

19.1. For the purpose of this Clause, Force Majeure means any event or sequence of events beyond a party's reasonable control that could not have been reasonably anticipated or avoided, and which prevents it from, or delays it in, performing its obligations under this Agreement, including but not limited to: (a) an act of God, fire, flood, drought, earthquake, windstorm or other natural disaster; (b) an act of any sovereign including war (or threat of, or preparation for, war), armed conflict (or threat of, or preparation for, armed conflict), invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation; (c) acts of terrorism, civil war, civil commotion or riot (or the threat of, or preparation for, acts of terrorism, civil war, civil commotion or riot); (d) civil emergency (whether an emergency be declared or not); (e) fire or explosion (other than, in each case, one caused by breach of contract by, or with the assistance of, the party seeking to rely on it as a force majeure event or by a member of the same group as such party); (f) adverse weather conditions; (g) nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority; (h) embargo, blockade, imposition of sanctions or breaking off of diplomatic relations or similar actions; (i) radioactive, nuclear, chemical or biological contamination, or sonic boom or pressure waves caused by aircraft travelling at sonic or supersonic speeds; (j) law, or governmental order, rule, regulation or direction, judgment, order or decree; (k) epidemic or pandemic; (l) labour dispute including, but not limited to, strikes, industrial action, lockouts or boycott of a third party workforce only; (m) interruption or failure of utility service including electric power, gas, water, internet or telephone service; (n) loss at sea; (o) collapse of building structures; (p) failure of the transportation of any personnel, equipment, machinery, supply or material required by a party for performance of the agreement; (q) failure of plant machinery, machinery, computers or vehicles; (r) non-performance by suppliers or sub-contractors; (s) malicious or negligent damage or other act (other than, in each case, by the party seeking to rely on it as a force majeure event or by a member of the same group as such party); (t) any action taken by a government or public authority, including but not limited to a failure to grant a necessary licence or consent, or the imposition of an export restriction, import restriction, quota or other restriction or prohibition; (u) accidental damage or other act; (v) cyber attack, incident or intrusion.

19.2. Neither party shall have any liability for any failure or delay in performance of this Agreement to the extent the same results from Force Majeure, for as long as such event means that performance of the Agreement is not possible or is delayed. The party affected by such Force Majeure shall promptly notify the other party in writing when such Force Majeure causes a delay or failure in performance, and when it ceases to do so. If such Force Majeure continues for a continuous period of more than two months, the party not affected may terminate this Agreement by written notice to the other party, and the notice period at Clause 12.9 will not apply to a termination under this Clause.

20. Data Protection

20.1. In this Clause 20, "Data Protection Legislation" means the UK General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other data protection or privacy legislation in force in England and Wales from time to time, together with any replacement or supplemental legislation; and the terms "process" (and its derivatives), "controller", "processor", "personal data" and "personal data breach" shall have the meanings given to them in the Data Protection Legislation.

20.2. In order for us (or our Subcontractors) to provide the Services, you may need to supply certain information or data to us. Where such information or data constitutes personal data, we shall only undertake processing of that personal data of which you are a data controller (referred to hereafter as the "Relevant Personal Data") for the purposes of, and to the extent reasonably required to, enable us to perform our obligations under this Agreement or a Customer Application.

20.3. You acknowledge that, in respect of all End User personal data that you provide to us, you are the controller and Agility Communications is the processor. Each party shall comply with its own obligations under the Data Protection Legislation.

20.4. Agility Communications shall bring into effect and maintain appropriate technical and organisational measures (a) to maintain security of the Relevant Personal Data; and (b) to prevent unauthorised or

unlawful access to or processing of Relevant Personal Data and accidental loss or destruction of, or damage to, Relevant Personal Data, in accordance with our Privacy Policy.

20.5. We will not transfer any Relevant Personal Data to a country or territory outside the United Kingdom which is not the subject of UK adequacy regulations, unless an appropriate transfer mechanism recognised under the Data Protection Legislation is in place. Your instructions shall be deemed to include any transfers which are necessary in connection with the provision of the Services where subject to adequate safeguards, including those prescribed by Clause 20.4 above.

20.6. Where you are a Partner, if the data subject of any Relevant Personal Data who is an End User of yours makes a written request to Agility Communications for access to Relevant Personal Data, Agility Communications shall notify you and refer the data subject to you (as data controller) to respond to the request.

20.7. Where you are a Partner, we shall promptly notify you if we become aware that any End User personal data provided to us by you has been the subject of a Data Breach, and we shall consult with you (both Parties acting reasonably) regarding what measures and actions are necessary to mitigate or remedy the effects of the Data Breach.

20.8. You agree that we may collect Relevant Personal Data from you via our Web Site and that we may hold all names and other information in the Customer Application in a computerised database for the following purposes (including but not limited to):

20.8.1. submission to a credit reference agency;

20.8.2. to establish and manage your account, including providing notifications to you regarding your account;

20.8.3. to provide you with information or support which you request;

20.8.4. to inform you about new services; and

20.8.5. to bill and collect for services.

20.9. The information we request may include Relevant Personal Data such as your name, billing and shipping address, telephone number, email address or credit card information. It is solely your choice whether or not you provide this Relevant Personal Data. However, should you choose not to provide such information, we may be unable to process an order, fulfil a service or display certain content on our Web Site.

20.10. It shall be your responsibility to keep any Relevant Personal Data up to date, and you warrant and undertake to us that you have used reasonable endeavours to ensure that all of your personal data and contact details are accurate and complete.

20.11. We do not sell or rent Relevant Personal Data to third parties.

20.12. We will comply with the Data Protection Legislation in order to safeguard any Relevant Personal Data which you pass to us, in accordance with our Privacy Policy.

20.13. You acknowledge that we may, from time to time, be required under regulations and/or legislation to co-operate with and/or disclose Relevant Personal Data, communications content and/or traffic data to an appropriate judicial, law enforcement or government authority lawfully requesting such information.

20.14. You agree that, in order to improve the service we provide to you, we may record and/or listen to calls received by our helpdesk. We and/or our suppliers may also record 999 and 112 calls.

21. Confidentiality

21.1. Neither you nor we shall, without the prior written consent of the other, disclose any Confidential Information of the other to any third party. Information will be considered Confidential if it is:

21.1.1. expressly identified, whether in writing or orally, as confidential at the time of disclosure; or

21.1.2. information which contains the disclosing Party's customer lists, customer information, technical information, pricing information, pricing methodologies, financial position, trade secrets, customer communications or proposals, benchmarking information, satisfaction surveys, or information regarding the disclosing Party's business planning or operations.

21.2. Other than the terms and conditions of this Agreement, information will not be deemed Confidential Information if such information:

21.2.1. is known to the receiving Party prior to receipt from the disclosing Party, directly or indirectly, from a source other than one having an obligation of confidentiality to the disclosing Party; or

21.2.2. becomes known (independently of disclosure by the disclosing Party) to the receiving Party, directly or indirectly, from a source other than one having an obligation of confidentiality to the disclosing Party; or

21.2.3. becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; or

21.2.4. is independently developed by the receiving Party.

21.3. Each Party will secure and protect the Confidential Information of the other Party (including, without limitation, the terms of this Agreement) in a manner consistent with the steps taken to protect its own trade secrets and confidential information, but not less than a reasonable degree of care.

21.4. Each Party may disclose the other Party's Confidential Information where the disclosure is required by applicable law or regulation or by an order of a court.

21.5. The obligation of confidentiality under Clause 21.1 shall continue for 24 months after the termination of this Agreement.

21.6. You acknowledge that a breach of Clause 21.1 may cause harm for which monetary damages would not be an adequate remedy, and that you or we may seek injunctive relief against such a breach.

22. Governing Law and Jurisdiction

22.1. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or its formation, shall be governed by and construed in accordance with the law of England and Wales.

22.2. You agree to submit to the exclusive jurisdiction of the Courts of England and Wales. In the event that the Agreement is translated into any other language, the English language version shall prevail.

23. Compliance

23.1. We and you will:

23.1.1. comply with all applicable laws, statutes and regulations relating to bribery and corruption (the "Anti-Bribery Laws") including, but not limited to, the UK Bribery Act 2010;

23.1.2. ensure that our and your associated persons (as defined in the UK Bribery Act 2010 and related guidance) comply with the Anti-Bribery Laws;

23.1.3. implement and maintain policies, procedures and controls, including but not limited to "adequate procedures" (as defined in the Bribery Act 2010 and related guidance), to ensure compliance by us and you and our and your associated persons with the Anti-Bribery Laws, and will enforce them where appropriate.

24. Severability

24.1. If any provision, clause or sub-clause of the Agreement is held by any competent authority to be void, voidable, illegal, invalid or otherwise unenforceable, but would be valid and/or enforceable if any part of such provision, clause or sub-clause were deleted or modified, then that provision, clause or sub-clause shall apply with such deletion or modification as may be necessary to make it valid and/or enforceable.

24.2. If any part of the Agreement, or the application of it to any person, shall for any reason be adjudged by a competent authority to be invalid, void, voidable, illegal or unenforceable, such judgement shall not affect the remainder of the Agreement, which shall continue in full force and effect.

25. Entire Agreement

25.1. Subject to Clauses 14.9 and 14.14, this Agreement represents the entire agreement and understanding between you and us with regard to the supply of the Equipment and/or Services, to the exclusion of all prior agreements, arrangements and understandings. The Agreement contains express promises and obligations on our part. You agree that any other term which might be implied or incorporated into the Agreement by statute, at common law or otherwise, is excluded to the fullest extent permitted by Law.

25.2. Subject to Clause 14.14, you acknowledge and agree that in entering into this Agreement you have not relied upon any oral or written representation, statement or understanding (whether negligently or innocently made) by any of our employees, agents, sub-contractors or representatives, other than as expressly set out in this Agreement.

25.3. Subject to Clause 14.14, you further acknowledge and agree that you will have no remedy in respect of any untrue representation innocently or negligently made by us or any of our employees, agents, sub-contractors or representatives prior to entering into this Agreement upon which you may claim to have relied in entering into this Agreement, whether such representation was made orally or in writing.

26. Third Party Rights

26.1. A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

27. Customer Complaints Code

27.1. We make a copy of our Complaints Policy available for download on our Web Site.

28. Order of Precedence

28.1. Where there is any conflict or inconsistency between the documents making up this Agreement, they take precedence in the following decreasing order: the Customer Application; any Specific Terms and Conditions (including any Service Level Agreement applicable to the service ordered); the Schedules to this Agreement; these General Terms and Conditions of Supply; the Price List; the Acceptable Use Policy; and the Privacy Policy.

28.2. Where there is any conflict or inconsistency between a Clause in the body of this Agreement and a Clause in a Schedule, the Schedule prevails in respect of the Service to which that Schedule applies.

29. Interpretation of Clauses

29.1. References to the singular include the plural and vice versa. References to one gender include all other genders and vice versa.

29.2. The headings in this Agreement are for ease of reference only and shall not affect the interpretation of the Agreement.

29.3. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time, and includes any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder.

29.4. All periods expressed in days shall mean calendar days unless specifically stated otherwise.

29.5. The term "includes" is not a word of limitation.

Schedule 1 – Terms and Conditions for Partner Relations

S1.1. Clause 5.6 (Credit Checks and Credit Limits) applies to Partners as it applies to any other Customer. In addition, where you are a Partner, we may review your Credit Limit at any time by reference to the aggregate value of the services you resell or wholesale, and may reduce it on reasonable notice where your payment record or credit profile deteriorates.

S1.2. Partners acting as Resellers will receive commissions upon receipt of a correct invoice under Agility Communications' standard payment terms. The Partner's invoice must be submitted for payment within 12 months of the relevant End User invoice for payment to be due.

S1.3. Partners acting as Wholesale Customers shall be responsible for billing the End User and liable for all debts incurred as part of the service supplied to the End User.

S1.4. In the event of an act of Insolvency on your part, we reserve the right to transfer Customer relationships from you to us directly, thus making the End User a Direct Customer.

S1.5. In the event that 2 consecutive outstanding invoices relating to a single service remain unpaid, we reserve the right to transfer Customer relationships from you to us directly, thus making the End User a Direct Customer.

S1.6. In the event that 3 or more invoices relating to a single service are paid greater than 7 calendar days late in any 12 month rolling period, we reserve the right to transfer Customer relationships from you to us directly, thus making the End User a Direct Customer.

S1.7. In all cases you will remain liable for all debts incurred should any of Clauses S1.4, S1.5 or S1.6 be invoked.

S1.8. Agility Communications remains a Partner-focused organisation and will only apply the remedies in Clauses S1.4, S1.5 and S1.6 if no other options are available after using reasonable endeavours to discuss potential options with you.

S1.9. Any public announcement regarding this Agreement or its subject matter shall be agreed in advance by both you and us before being released, unless we are unable to contact you after making reasonable efforts to do so.

Schedule 2 – Terms and Conditions for Broadband Services

S2.1. We will provide you with transit and routing services for email and general Internet access.

S2.2. Where a broadband cease (termination) arises either as a cease request, or as a consequence of a Migration Authorisation Code/Notice of Transfer not being obtained and/or used in moving the service away from Agility Communications, or where we receive an unsolicited cease, a cease charge at the rate published in our Price List will be applied, and any usage Charges incurred up to the actual termination date remain payable.

S2.3. Expected minimum lead times (which are not guaranteed and are subject to variation) are:

Technology Type	New Provide	Migration from ADSL
ADSL Broadband	Approximately 5 working days where line is in place	Approximately 10 working days where line is in place
FTTC Broadband	Engineer visit required; minimum 10–17 working days	Minimum 10–17 working days
FTTP Broadband	Engineer visit required; minimum 14 working days	As new provide

S2.4. To ensure the best experience for our users we actively manage our network. During busy periods, non-interactive bulk traffic (such as Peer to Peer traffic) will receive lower priority than interactive traffic such as video and VoIP.

S2.5. Your use of the broadband service is entirely at your own risk. We will not be liable for any loss or damage arising from any virus, Trojan horse, spam or other malicious content that you may receive while using the broadband service.

S2.6. You acknowledge and agree that our resources used in providing the Services are limited, and that any reckless or wasteful use of the Services may affect those resources and may have a material impact on the services provided to our other customers. You agree that we may suspend or terminate an individual End User's access to the Services where we decide, acting reasonably, that the End User is using the Services in a reckless or wasteful manner. You further agree that we may terminate that End User's access to the

Services where we decide, acting reasonably, that they are continuing to use the Services in a reckless or wasteful manner after having first been suspended and then reinstated.

S2.7. In respect of Broadband or Fixed Line Services offered to SME Customers, no Service Level Agreement applies, nor are any Service Level Guarantee payments made:

S2.7.1. when the service(s) is not activated on the date confirmed to the SME Customer; or

S2.7.2. in the event of a loss of service; or

S2.7.3. where a pre-agreed appointment to attend the SME Customer's premises is not kept.

Schedule 3 – Terms and Conditions for Domain Name Services

S3.1. In the event that we provide you with domain name services, the following provisions will apply:

S3.1.1. We cannot guarantee that any domain name requested by you will be available or approved for use.

S3.1.2. You confirm that you are the owner of, and/or that you have full rights to use, any trade (or other) name or mark, or any domain name, requested by or allocated to you.

S3.1.3. If we have reasonable grounds to believe that the use by you of any domain name is or would be in breach of Clause S3.1.2 above, we may refuse to allocate or cease to provide you with the domain name, and ask you to choose a replacement.

S3.2. Internet domain names are registered and/or provided to you in accordance with all terms and conditions issued by our suppliers including, but not limited to, Nominet, Network Solutions and OpenSRS, copies of whose terms and conditions are available respectively at www.nominet.uk/go/terms, http://www.networksolutions.com/legal and https://opensrs.com/resources/documentation/, or such other web sites as may replace the above web sites from time to time. You must ensure that you are aware of those terms and conditions and that you comply with them. In the event that your application or subsequent domain registration is challenged, the dispute will be handled according to the dispute procedure of the relevant supplier/registry.

S3.3. We do not monitor, and accept no liability in relation to, the renewal of the registration of your chosen domain name. You are responsible for arranging for the renewal of the registration of your domain name, either with us or with the relevant naming authority, as and when required. If you do not make such arrangements the registration of your domain name will lapse.

S3.4. We do not guarantee that any particular domain registration application will be accepted, nor do we accept any liability to you or to any third party for the unavailability of, or subsequent loss of, any domain.

S3.5. We send reminder emails 90, 60, 30, 15, 7, 3 and 1 day(s) before expiry to the address on the account. It is the registrant's responsibility to ensure their contact details are up to date and we accept no liability for failure to renew where contact details are incorrect.

S3.6. If you do not wish to renew a domain you must contact us a minimum of 14 calendar days before the domain expires, by email. Alternatively, domains can be set to auto-renew via the Partner Web Site 14 calendar days in advance of expiry and will be billed 30 calendar days in advance of expiry. The notice period at Clause 4.3 does not apply to domain name renewals, which are governed exclusively by this Schedule 3.

Schedule 4 – Terms and Conditions for Hosting and Co-Location Services

S4.1. We are unable to accept any liability whatsoever arising out of loss of or damage to data hosted or co-located with us. You agree that you are the best judge of the value of the data, and that you are solely responsible for:

S4.1.1. instituting and operating all necessary back-up procedures, unless you have agreed with us that we will do this;

S4.1.2. ensuring that the Service provided by us is adequate and sufficient for your specific requirements; and

S4.1.3. taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason, or from physical damage to your co-located equipment.

S4.2. This is an agreement for services and no relationship of landlord and tenant is created between us under this Agreement. You have no rights to exclusive occupation, nor does this Agreement constitute a lease of any real or personal property or a grant of any other real property interest.

S4.3. For the purposes of Clause 21.1, the design of our data centres, the services provided and equipment used in them, and the configuration, interconnection, switching and routing of telecommunication cables, networks and end services within them, are our Confidential Information.

S4.4. You will ensure that your equipment is installed at our data centre in a careful and competent manner, minimising risk of damage to the data centre and to all other equipment on site. You will ensure that your Equipment is maintained and operated in accordance with the manufacturer's instructions and relevant codes of practice, to minimise as far as is practicable the risk of danger to any person or damage of any kind.

S4.5. We may suspend the provision of services if you or your equipment interferes with the operation of our data centre, or with one or more of our other customers' use thereof, and within a reasonable time, not to exceed 1 hour, after we have notified you by telephone or email you have not ceased such interference or agreed a plan acceptable to us to cease such interference. If we suspend a service under this Clause we will resume it as soon as is reasonably practicable after we are satisfied the interference will not reoccur.

S4.6. You will remove your equipment on or before the termination of your order. If you do not do so within 30 calendar days, we reserve the right to remove your equipment and place it in storage at your expense at an on-site or off-site location.

S4.7. Where you use shared hosting on our servers, you are responsible for extracting your data from the server prior to termination of your service. We may arrange for the data to be deleted after termination of your service.

S4.8. If, as part of the Services, you are provided with Web space to enable you to upload your own Web sites:

S4.8.1. you are responsible for (and will hold us harmless against) any and all costs, claims, losses, expenses, damages, awards, proceedings, demands and other liabilities howsoever arising in connection with any material that either you or anyone else puts on your web site(s); and

S4.8.2. your contact details must be clearly visible on your web site(s) and be updated as soon as possible after any change.

S4.9. If, in our reasonable opinion, the display of any material or information provided by you on any web sites hosted by us is or would be in breach of any rights (including Intellectual Property rights) in that material or information, we may refuse or terminate such display.

S4.10. You agree that all copying, redistribution or publication of any material or information subject to any rights (including Intellectual Property rights) of a third party, on any web sites hosted by us, will be carried out by you (or on your behalf) in accordance with all relevant Laws.

Schedule 5 – Terms and Conditions for Mobile Data Services using a Subscriber Identity Module

S5.1. We may at any time set a limit on the amount of Service and Service charges you incur during each billing period. Initially, the limits shall be as stated on the Customer Application.

S5.2. We will invoice you for any additional data charges (per GB) as stated on the Customer Application or, if not so stated, then in accordance with our current Price List.

S5.3. We will use our reasonable endeavours to provide the Services to you, but our ability to do so may be affected by circumstances beyond our reasonable control. These include but are not limited to the capability of the Equipment, the number of people using the mobile network, geographic or atmospheric conditions, maintenance requirements or equipment failures.

S5.4. The SIM card is supplied by us and allows you to use the Services. Each subscriber identity module ("SIM card") supplied by us remains our property and/or the property of our telecommunications network provider.

S5.5. You must:

S5.5.1. comply with any conditions we set regarding the use of the SIM card(s) or equipment; and

S5.5.2. tell us immediately if your SIM card(s) or equipment is lost or stolen. You will be responsible for all charges incurred beforehand and remain responsible for all charges after you have notified us of that fact.

S5.6. You must not use the SIM card or Equipment (or allow it to be used) for any illegal purpose. We may report such incidents to our third party supplier, the police or any other relevant official organisation.

S5.7. You must not use any equipment that has not been approved by us for use on our telecommunications provider's network.

S5.8. You agree that international roaming is not available on our 3G Data Service and that it will be disabled.

S5.9. You agree that your data SIM card is only for use for the transmission of data and you will not use the SIM card to make telephone calls or to send text messages over the cellular network.

S5.10. You agree to indemnify and hold us harmless for any costs, expenses and charges which we may incur as a result of your using the SIM card (including any call charges and roaming charges which we may incur).

Schedule 6 – Terms and Conditions for Voice over IP ("VoIP") Telephony Services

S6.1. Any order for VoIP telephony services which is accepted by us is conditional on you acknowledging:

S6.1.1. the VoIP service may not offer all the features or resilience you may expect from a Public Switched Telephone Network fixed phone line;

S6.1.2. you are responsible for maintaining up to date and accurate location details on our portal for the use of the emergency services;

S6.1.3. if you use the service outside the United Kingdom you may not be connected to United Kingdom emergency services when dialling 999 or 112;

S6.1.4. you understand and accept that the equipment you use to make emergency calls requires power and that calls will not be possible if power is lost;

S6.1.5. you understand and accept that you should always have an alternative means of accessing 999 or 112 emergency services, as your ability to make 999 or 112 emergency calls cannot be guaranteed and emergency calls will fail if, for example, there is a power cut or your broadband connection fails. These failures may be caused by reasons outside our control;

S6.1.6. emergency operators may not be able to identify your telephone number – and hence location – in order to call you back if the call either cannot be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number, and/or if the service is not operational for any reason; and emergency operators may also not be able to hold your line open in the event that you hang up;

S6.1.7. you understand and accept that the emergency call may not receive the same network priority as an emergency call made on a mobile network or on a circuit-switched fixed line;

S6.1.8. you understand and accept that if we suspend or terminate the service you may not be able to dial 999 or 112.

S6.2. Where you are a Partner reselling our service, you undertake to inform your End Users of the features of the service set out in Clause S6.1. We shall have no liability to you or to any End User for your failure to comply with this term.

S6.3. You agree that you will not use the services in a manner that is in any way unlawful, fraudulent or in bad faith, or for dishonest gain (including but not limited to Nuisance Calls or Artificial Inflation of Traffic), or that, to your knowledge, has any unlawful, fraudulent or bad faith purpose or effect (including Artificial Inflation of Traffic), or in a manner that could materially affect the quality of any telecommunications service provided by us or our suppliers.

S6.3.1. Any fraud, Artificial Inflation of Traffic or other unauthorised or improper use of our VoIP services shall not relieve you of your payment obligations to us.

S6.3.2. Unsolicited calls to any telephone numbers registered with the Telephone Preference Service are prohibited by law under all circumstances. It is your sole responsibility to comply with this.

S6.3.3. While Ofcom have not banned Answering Machine Detection, we do not support its use on our network.

S6.3.4. The use of any system capable of dialling a telephone number prior to a live individual being able to handle the call directly ("automated/predictive diallers"), or the making of "Voice Broadcast" calls, or contact centre automated dialling software which pushes transactional information messages to customers, is expressly prohibited on our network.

S6.4. You agree to comply with the Calling Line Identification Guidelines published by Ofcom and to provide accurate and relevant caller identification ("CLI") on all calls. This CLI may be withheld from the called party End User using standard SIP facilities.

S6.5. Where you are a Partner reselling our service, you undertake to include and maintain in your contracts with your End Users conditions equivalent to those in Clauses S6.1, S6.3 and S6.4, and to enforce such conditions if you know or reasonably suspect that a Customer or End User is in breach of such condition.

S6.6. You agree that all service faults will be reported to us and not direct to our suppliers.

S6.7. You agree, in accordance with the Data Protection Legislation, to our providing our supplier with your name and address information for the purposes of recording in a database emergency services location information and supplying Directory Information in accordance with our obligations to Ofcom or where required by law.

S6.8. Where you use our call recording service, you accept that it is your responsibility to obtain legal advice to ensure you are fully compliant before recording any calls, and that you will comply with all legal requirements when using any call recording product, and you agree that we have no liability for any costs or claims which may be incurred as a result of any failure by you to comply with any legal requirements.

S6.9. Where you use our service to upload audio files for music on hold, you agree to obtain any necessary licences and consents as may be required, and agree to indemnify us from any direct or indirect claims arising from your failure to do so.

S6.10. All charges will be calculated by reference to data recorded or logged by us.

S6.10.1. Where a call begins in one time band (e.g. peak or off peak) and ends in another, the charges will be determined from the rate applied at the start of the call.

S6.10.2. We may make backdated claims for amounts owed which were not previously invoiced for technical or other reasons.

S6.11. We shall not be held responsible for any situation where a call is generated in error, and you shall remain liable for the charges associated with such a call.

Schedule 7 – Telephone Numbers

S7.1. Where we allocate telephone numbers to you, you will not acquire any rights in such numbers, and you will make no attempt to apply for registration of the same as a trade or service mark, whether on its own or in conjunction with some other words or trading style.

S7.1.1. If applicable, and unless you request otherwise, we will use reasonable endeavours to ensure your name, address and the telephone number allocated to you appear in a local telephone directory if required, and that they are available on the national directory service. We cannot however accept any liability for errors or omissions in this directory listing by third parties.

S7.1.2. Where we provide a number range to you, we cannot guarantee that these numbers are allocated to you until you have placed calls across them, and we will not be responsible for any costs you may incur as a result of a change in these numbers prior to this.

S7.1.3. Where we provide numbers to you, we may for operational or other reasons change the numbers allocated to you, but we will not do so unreasonably.

S7.1.4. You are responsible for complying with all regulatory and legal provisions governing the telephone numbers allocated by us to you.

S7.2. The national numbering scheme is controlled by Ofcom. Telephone numbers are a finite resource and in some cases availability is further constrained where Ofcom designates a Number Conservation Area. We

reserve the right to pass on the charges which Ofcom levies on us for numbers in Conservation Areas, inclusive of any cost of administration.

S7.3. In the event that a telephone number or range of numbers is withdrawn by Ofcom, PhonepayPlus or any of our suppliers, we reserve the right to recover the number or range of numbers from you immediately where we are required to do so. We will use reasonable endeavours to supply you with a replacement number or range of numbers. We will not be responsible for any costs you may incur as a result of a change in numbering.

S7.4. We will use all reasonable efforts to ensure that you are able to retain your existing numbers in the event that you change suppliers of telephony service or addresses. There will be some instances in which this will not be possible, and you are responsible for ensuring that porting is available in your circumstances. During the porting process some outages are likely, but we will use our reasonable endeavours to minimise these.

S7.5. Where you take a premium rate number service, you agree that your use of such a service must comply with all relevant legislation, regulations, guidelines and codes of practice (including but not limited to the PhonepayPlus Code of Conduct), and you agree to indemnify us from any failure of yours to so comply.

Schedule 8 – Agility Communications Wholesale Carrier Services (ACWCS)

S8.1. References to "the Customer(s)" in this Schedule mean the individual user(s) or organisation(s) who is/are end user customer(s) of yours.

S8.2. Where you take an unmanaged wholesale broadband service:

S8.2.1. you are responsible for providing the physical connections (Ethernet or Gigabit Ethernet) for service delivery to any of our available access points. We can arrange for suitable delivery to other locations by prior arrangement, subject to their standard delivery lead time;

S8.2.2. you are responsible for providing Internet bandwidth and allocating IP addresses to your Customers. Full or partial transit and/or IP addresses can be arranged by us at your request, but you are solely responsible for provision and allocation of the IP address and transit to your individual Customers;

S8.2.3. we will not be responsible for any of your equipment involved in the service handover, and any failure of your equipment which results in any loss of service is disregarded as a loss of service from us.

S8.3. All wholesale broadband connections provided to you and your Customers will be on a "lines only" basis. The service to you does not include:

S8.3.1. the provisioning of any hardware or software required for individual ADSL connections, including microfilters and ADSL modems or routers;

S8.3.2. the direct technical or customer support of your Customers;

S8.3.3. any billing platform for you to bill Customers, or credit card, direct debit or credit control facilities.

S8.4. The elements in Clause S8.3 can be provided, but fall outside the standard provision of ACWCS services and may be provided on a bespoke basis by mutual agreement to suit your requirements.

S8.5. Customers of yours that sign up to the service will remain your customers. All your Customers' details will be held on our systems for provisioning, monitoring and support purposes only. We will have no direct contact with your Customers for the duration of the Agreement unless:

S8.5.1. we are granted permission to do so in writing by a director or owner of your company; or

S8.5.2. you default on any payments due to us without good reason; or

S8.5.3. you have been issued with a termination notice but cannot, or refuse to, cease, migrate or novate any or all services away from us within the allotted notice period; or

S8.5.4. you go into liquidation/administration and cannot, or refuse to, cease, migrate or novate the services away (see Clause S8.13 below).

S8.6. We will need to provide these details to third parties for the provision of some or all of the services, and you must make clear to your Customer that their data may be held by third parties for this purpose. You will be the data controller and we will be the data processor in relation to any processing of Customer Personal Data.

S8.7. You acknowledge that we may, from time to time, be required under regulations and/or legislation to co-operate with and/or disclose personal data, communications content and/or traffic data to an appropriate judicial, law enforcement or government authority lawfully requesting such information.

S8.8. We will invoice you for all activation fees and the first month's rental charges for new connections when they are provisioned.

S8.9. We provide one invoice per month for the billing of broadband connections and associated charges. Clause 5.7 applies to any query or dispute in respect of that invoice.

S8.10. Unless otherwise agreed, you agree to pay all undisputed amounts on the invoices within 7 calendar days of the date of invoice via Direct Debit.

S8.11. If you refuse, or are otherwise unable, to pay any invoice within the allotted time from the date of invoice, then we reserve the right to consider you in breach of this Agreement and take the necessary steps to suspend or terminate the Agreement in order to recover the payments owed.

S8.12. We reserve the right to suspend and/or terminate individual service connections at our discretion, for circumstances/reasons including but not limited to:

S8.12.1. you default on payment(s);

S8.12.2. you or your Customers breach our Terms and Conditions and/or Acceptable Use Policies.

S8.13. Suspension of services for any reason will be sustained until the reason for suspension has been resolved, e.g. outstanding payments are resumed and paid up to date, or the Agreement and/or Acceptable Use Policies are complied with to our satisfaction. Agility Communications reserves the right to charge a re-activation fee for the services to be re-commenced after suspension, if any costs have been incurred.

S8.14. Termination of services for any reason will remain permanent. If you or your Customer wishes to resume the service, providing there are no outstanding payments owed to us, an installation fee or activation fee will be charged.

S8.15. You or your Customer can only issue a termination instruction after the expiry of the minimum term of that individual service. Once a termination instruction is issued by you or your Customer and the request is forwarded to a third party, it becomes irreversible. If you or your Customer wishes to revoke the termination, a new order must be placed and an installation fee or activation fee will be charged again.

S8.16. You will have 30 calendar days to migrate, cease or novate all Customers from the wholesale services when this Agreement is terminated for whatever reason. During this period we will continue to charge the standard prices as detailed in your ACWCS Agreement. For the avoidance of doubt, this 30 day migration period runs after termination has taken effect and is separate from, and additional to, the notice period at Clause 12.9.

S8.17. If you have been issued with a termination notice but cannot, or refuse to, cease, migrate or novate any or all services away from us within the allotted notice period, or if you go into liquidation/administration and cannot, or refuse to, cease, migrate or novate the services away, we reserve the right to continue providing service to all your remaining active Customers directly, if those individual Customers so wish.

S8.18. Once those Customers commit to this Agreement, they are regarded as our customers for the life of the service. We also reserve the right to pass these customers to other Partners of ours.

Glossary

In these General Terms and Conditions of Supply the following words and phrases shall have the following meanings:

Acceptable Use Policies means such policy or policies set out on our Web Site relating to the use of the Services, as modified or amended from time to time, and "Acceptable Use Policy" shall be construed accordingly;

Access Network means the Electronic Communications Network which runs from a local access node to a Network Termination Point on an End User's premises and which supports the provision of copper-based access services and fibre-based access services to End Users;

Account means your account with us for the provision of the Services;

Agreement means, in the order of precedence set out at Clause 28, the Customer Application, any Specific Terms and Conditions (including any Service Level Agreement applicable to the service ordered), the Schedules, these General Terms and Conditions of Supply, the Price List, the Acceptable Use Policy and the Privacy Policy, all of which, taken together, constitute the agreement between us and you for the supply of the Equipment and/or Services;

Artificial Inflation of Traffic means where the flow of Calls to a Revenue Share Service is disproportionate to the flow of Calls which would be expected from good faith usage or an acceptable and reasonable commercial practice relating to the operation or use of such service or of telecommunication systems, and any other situation where calls are made and/or prolonged fraudulently;

Bolt-On Services means the optional services and features described in Clause 7.3, whether added at your request or by us;

Broadband Service means any service which is capable of supporting an always-on connection at a fixed location that provides data at speeds greater than a dial-up connection, including all Digital Subscriber Line (including FTTC) services and FTTP services, but excluding any Leased Line Service;

Business User means a Customer who uses the Services and/or Equipment in the course of any trade or business;

Charges means the charges payable by you in return for the Services and/or Equipment in accordance with Clause 5.1;

Customer means the person, group of persons or other entity whose name and address is or are set out in the Customer Application, and references to "your" shall be construed accordingly;

Customer Application means the application form for the supply by us of the Equipment and/or Services, completed by, or in accordance with, an order from you;

Customer Services Telephone Number means 0330 100 0330 or such other number as we display on our Web Site;

Data Breach means an accidental or unlawful destruction, or accidental loss, alteration, unauthorised disclosure of or access to, personal data of an End User that has been provided to Agility Communications by the Customer;

Deal Incentive means any discount, credit, contribution or other incentive applied to the Charges specified in the Order;

Direct Customer means a person or entity billed by us;

Electronic Communications Network means a transmission system for the conveyance, by the use of electrical, magnetic or electromagnetic energy, of signals of any description;

Electronically Signing means when the signature of a party is delivered as a scanned image (for example as a PDF) as an attachment to an email, or through an online signature service;

End User means the person or entity receiving the benefit of the service. End User and Customer are interchangeable terms when the customer is a Direct Customer;

Equipment means the equipment specified on the Customer Application;

Fixed Line Services means calls and lines services provided over a traditional public electronic communications network that allows for the transfer of speech communications, and other forms of communications such as facsimile and data up to a speed of 64 kbit/s, excluding any Leased Line Service;

FTTC means "Fibre to the Cabinet" – an Access Network consisting of optical fibre extending from the local access node to the street cabinet;

FTTP means "Fibre to the Premises" – an Access Network consisting of optical fibre extending from the local access node to a Network Termination Point;

Initial Term means the first Minimum Service Period applicable to a Service, as stated on the Customer Application;

Insolvency means, in relation to the Customer, any of the following (as relevant): the appointment of any nominee, trustee, supervisor, administrator, administrative receiver, receiver or liquidator pursuant to the Insolvency Act 1986 (as modified, amended or replaced from time to time); or the entry into any compromise or arrangement with its creditors;

Intellectual Property means all intellectual property of any kind whatsoever including without limitation any patent, trademark, trade name, service mark, copyright, moral right, rights in design, rights to inventions, utility models, copyright and related rights, database right, design right, community design right, semiconductor topography right, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in confidential information and know-how, and any other intellectual or industrial property whether or not registered or capable of registration, together with all or any goodwill relating to such intellectual property or any similar right in any part of the world, and shall include any applications for the registration of any such rights capable of registration in any part of the world, and include all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Law means the law of England and Wales, in force from time to time, and shall include (without prejudice to the generality of the foregoing) all criminal law, laws relating to Intellectual Property and all laws, rules and/or regulations relating to the publication or transmission of information or data in electronic form. References to "Law" and "Laws" shall be construed accordingly;

Leased Line Service means the provision of dedicated point-to-point transmission capacity;

Licence Services means those Services charged on a per-licence basis, including but not limited to VoIP Licences, Microsoft Teams Licences and SoftPhone Licences;

Line means an individual Service connection, licence or channel identified on the Customer Application;

Loss of Service means either (1) in relation to a Broadband Service, where the SME Customer is unable to access the public Internet, or (2) in relation to Fixed Line Services, where the SME Customer is unable to make an outgoing call or receive an incoming call;

Credit Check means a search or assessment carried out by or on behalf of us with a credit reference agency or other external credit specialist;

Credit Limit means the maximum value of Charges we are prepared to allow to be outstanding on your Account at any time, as notified to you;

Minimum Service Period means the minimum Service Period as set out in Clauses 4.1 and 4.2 or the Specific Terms and Conditions, and includes each renewal period arising under Clause 4.3 and each separate Minimum Service Period arising under Clause 4.6;

Network Connection means an Internet access service for use by multiple machines;

Network Contract means the contract for the provision of Network Services as set out in the Customer Application;

Network Services means connectivity Services including but not limited to SoGEA, FTTP, FTTC, Leased Line, WAN and LAN;

Network Termination Point means the physical point at which an End User is provided with access to an Electronic Communications Network;

Nuisance Call means an unwanted signal, message or communication which can be silent, visual (including text or data) or spoken, which causes annoyance to the recipient, and/or is a hoax Call, and/or is of either an offensive, threatening, abusive, obscene or menacing nature;

Number Conservation Area means an area defined by Ofcom in their National Telephone Numbering Plan as an area where geographic numbers are in short supply;

Ofcom means the Office of Communications or its successor body or authority;

Order means the Customer Application together with any accompanying order form or schedule of Charges;

Partner means a customer who has been granted Partner status after the successful completion of a trade application and who either acts as a reseller or a wholesale customer. For the avoidance of doubt (1) the term "Partner" shall not be seen as the creation of a legal entity, and liability and assets remain distinct between the two parties; and (2) nothing contained in this Agreement, and no action taken by the parties pursuant to this Agreement, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent, or employer and employee;

Price List means our price list relating to the Equipment and/or Services set out on our Partner Web Site, as amended from time to time, or in the case of Agility Communications Wholesale Broadband, the Master Services Agreement as amended from time to time;

Privacy Policy means our policy or notice regarding privacy, set out on our Web Site, as amended from time to time;

Reasonable Costs means costs properly incurred by us and charged to us by a carrier or supplier;

Service means a service provided by us to enable the Customer to gain access to the Internet and other services and facilities provided by us in connection with that service as described on our Partner Web Site, as specified on the Customer Application, and described in our literature at the date of completion of the Customer Application, together with all services and/or facilities referred to in any Specific Terms and Conditions; all references to "Services" shall be construed accordingly;

Service Level Agreement means the service quality levels offered by a Communications Provider under a contract;

Service Level Guarantee means the compensation payable under a contract if the Communications Provider fails to meet a Service Level Agreement;

Service Period means the period of an individual Service provided in accordance with this Agreement;

SIM means Subscriber Identity Module;

SME Customer means a Customer which is an undertaking for which fewer than two hundred and fifty (250) individuals work (whether as employees or volunteers or otherwise);

Specific Terms and Conditions means any terms and conditions specific to a particular Service which are notified to you or which appear on the Customer Application;

Subcontractor means a subcontractor of Agility Communications engaged by us to perform all or any part of the Services or any other obligation of ours under this Agreement;

Technical Support Number means 0330 100 3551 or such other number as we display on our Web Site;

Term means the Initial Term together with any subsequent renewal period arising under Clause 4.3;

Us or We means Agility Communications Limited (registered in England and Wales with company number 10604192), whose registered office is at Unit I, V12, Merlin Park, Ringtail Road, Burscough Industrial Estate, Ormskirk, England, L40 8JY, and references to "our" shall be construed accordingly;

User Name means an identifier issued to the Customer for controlling the Customer’s access to the Services;

VAT means Value Added Tax chargeable under English law for the time being;

Web Site means our website at agilitycomms.co.uk, or such other website as we may notify to you from time to time;

Working Day means any day other than Saturdays, Sundays, public or bank holidays in England;

XML means Extensible Markup Language;

You means the person, group of persons or other entity whose name and address is or are set out in the Customer Application, and references to "your" shall be construed accordingly.