Future Voice and Data Limited – Terms and Conditions of Business

1. **Interpretation**

The definitions and rules of interpretation in this clause 1 apply in these Conditions.

1.1 Definitions:

Act: the Telecommunications Act 1984 as amended or modified from time to time.

Broadband: means an asymmetric or symmetric digital subscriber line (ADSL or SDSL) or Ethernet.

BT: British Telecommunications Plc.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Call Charges: the charges for calls made on the Network logged by the Supplier and calculated in accordance with the Tariff Sheet.

Call Detail Records ("CDRs"): data records containing various attributes of each call, including time, source number, destination number, duration, completion status and other relevant metadata.

Carrier Pre-Selection Service: means the routing of phone calls through a carrier other than BT whereby phone lines are still maintained by BT but calls are carried on an alternative network.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 4 (Charges and payment).

Conditions: these terms and conditions as amended from time to time in accordance with clause 24.5.

Connection Charges: the charges set out in the Service Order for the connection of each piece of equipment and/or Exchange Line to the Network or connecting the Customer to the Network.

Connection Point: any piece of equipment fixed or arranged to be fixed by the Supplier or used by the Supplier at the Customer's Premises to connect the Customer to the Network and provide the Services.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions which incorporates the Service Order.

Contract Year: a contract year means a 12 month period commencing with the Commencement Date or any anniversary of it.

Commencement Date: has the meaning given in clause 2.2

Customer: the person, firm or company who purchases Services from the Supplier and identified on the Service Order.

Customer Default: has the meaning set out in clause 5.2.

Customer Materials: the Customer's equipment and materials which are used in connection with the Services including (but without limitation) telecommunications apparatus.

Customer's Premises: the Customer's premises the address of which is set out in the Service Order.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Exchange Lines: any apparatus or equipment used by the Supplier or arranged to use by the Supplier to connect the Customer's Premises to a telephone exchange.

Fixed Charges: all Charges shown in the Service Order as fixed for the Initial Fixed Term.

GDPR: General Data Protection Regulation (EU) 2016/679.

Initial Fixed Term: as specified in the Service Order (if applicable).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Local and National Calls: calls to numbers beginning with 01, 02 and 03 only.

Minute Bundle Service: means a service whereby a Customer purchases a specific number of minutes each month to use utilise for Local and National Calls and Mobile Calls.

Minimum Spend: the minimum amount the Customer is required to spend on calls each month as specified in the Service Order (if applicable).

Mobile Calls: calls to 02, Vodafone, EE (including T-Mobile and Orange) and other mobile networks charged at pence per minute as detailed on the tariff sheet.

Network: any telecommunications or other network used by the Supplier to provide the Services.

Normal Working Hours: 9.00am to 5.00pm Monday to Friday excluding bank or other public holidays.

Order: the Customer's order for Services.

Purchased Equipment: all equipment purchased by the Customer from the Supplier for the Customer's use in connection with the Services.

Rental Charges: the monthly charges payable by the Customer in respect of its rent of the Rented Equipment as specified in the Service Order (if applicable).

Rented Equipment: all equipment supplied on a rental basis by the Supplier or any third party company to the Customer for the Customer's use in connection with the Services.

Services: the services described in the Service Order.

Service Order: the document which sets out the description or specification of the Services to be provided by the Supplier to the Customer, the Charges and other information.

Software: means the software used in connection with the Services.

Start Date: the date agreed between the Customer and Supplier as to be the start date for the supply of services which is specified in the Service Order.

Supplier: Future Voice and Data Limited registered in England and Wales with company number 05323406.

Tariff Sheet: the Supplier's list of tariffs and other charges applicable from time to time.

Total Charges: means all sums paid by the Customer in respect of goods and services supplied by the Supplier.

Ultimate Service Provider: the vendor which supplies the services to the Supplier which are then supplied by the Supplier to the Customer under the terms of the Contract.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Wholesale Line Rental Services: means a service whereby the Supplier takes control of all the connections made through the Customer's telephone line from the native operator.

1.2 Clause and paragraph headings will not affect the interpretation of this Contract.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** will include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular will include the plural and in the plural include the singular and a reference to one gender will include a reference to the other genders.

1.6 A reference to a statute or statutory provision will include all subordinate legislation made as at the date of this Contract under that statute or statutory provision.

1.7 A reference to **writing** or **written** includes email but not fax.

1.8 References to clauses are to the clauses of these Conditions.

2. Basis of Contract

2.1 The Customer's signature of the Service Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order will only be deemed to be accepted when the Supplier signs the Service Order at which point and on which date the Contract will come into existence (Commencement Date).

2.3 Any descriptive matter, advertising issued by the Supplier and descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 These conditions will prevail over any inconsistent terms or conditions contained in or referred to in the Service Order, any specification, or implied by law, trade custom, practice or course of dealing.

2.6 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract will be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

2.7 Any typographical, clerical or other error or omission in any sales literature, Service Order, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier will be subject to correction without any liability on the part of the Supplier.

3. Supply of Services

3.1 The Customer:

3.1.1 confirms that it has read the Service Order and the Services will meet its requirements;

3.1.2 accepts that the Services may at times be unavailable due to matters outside the Supplier's control including (but without limitation) failure of the Customer's Broadband or internet connection or power disruptions; and

3.1.3 understands that it may not be possible, due to network limitations, to transfer an existing number to an alternative service provider when it cancels its contract with the Supplier.

3.2 The Supplier will:

3.2.1 use its best endeavours to supply the Services from the Start Date but such date is an estimate only and time will not be of the essence for performance of the Services;

3.2.2 supply the Services using the reasonable care and skill to be expected from a competent provider of services of the same kind as the Services;

3.2.3 supply Services to the Customer in accordance with the Service Order in all material respects; and

3.2.4 install all Connection Points, Exchange Lines and other ancillary equipment it considers necessary in order to provide the Services.

3.2.5 co-operate with the Supplier in all matters relating to the Services;

3.3 Provided it notifies the Customer beforehand with not less than 5 days notice, the Supplier reserves the right to:

3.3.1 amend the Service Order;

3.3.2 alter any telephone number or other code or number allocated to the Customer where the Customer has been previously consulted by the Supplier and the customer has agreed to such alteration;

3.3.3 upgrade any Services delivery platform in order to provide new features or manage obsolescence;

3.3.4 change the Network; or

3.3.5 alter the Rented Equipment or Purchased Equipment,

if the Supplier considers this necessary to comply with any applicable law or regulatory requirement, safety requirement or if the amendment will not materially adversely affect the nature or quality of the Services.

3.4 If any amendment to the Service Order pursuant clause 3.3 results in changes being necessary to the Customer Materials, the Customer will be responsible for any associated costs.

3.5 The Supplier may decline to connect the Customer to the Network if:

3.5.1 the Customer gives the Supplier information which is inaccurate or misleading; or

3.5.2 the Customer fails to pay any Charges or other amount due to the Supplier.

3.6 The Supplier may require the consent of a third party in order to provide the Services. If such third party consent is required, Customer will be responsible for obtaining such consent.

3.7 The Supplier may need to re-programme the Rented Equipment or Purchased Equipment and Customer Materials to provide the Services. All costs incurred by the Supplier in connection with such re-programming will be paid by the Customer, if instigated or requested by the customer. The cost would be time based as detailed in the tariff sheet.

3.8 Where the Customer's Broadband connection is supplied by a third party, the Supplier assumes no liability or responsibility for such connection.

3.9 The Supplier will not back up the Customer's data or connect or keep connected to the Network any Customer Materials which in the Supplier's reasonable opinion are likely to:

3.9.1 cause danger or risk to any person or property including (but without limitation) death or personal injury;

3.9.2 damage or impair the functioning of any Rented Equipment or Purchased Equipment; or

3.9.3 impair the quality of the Services provided to the Customer or any other person.

3.10 As soon as possible after the Supplier becomes aware of any Customer Materials that fall within clauses 3.9.1 to clause 3.9.3 it shall notify the Customer and shall give full details of the Customer Materials in question and the remedial steps necessary, where relevant, to repair or replace any such Customer Materials such that clause 3.9 will cease to apply to them.

4. Charges and Payment

4.1 The Customer will pay the Charges for the Services which will be as described in the Service Order and include (without limitation) Fixed Charges, Connection Charges, Rental Charges and Call Charges as well as any other charges agreed between the Supplier and the Customer or levied in accordance with these Conditions such as charges relating to number porting or fraud detection cover.

4.2 Charges will be invoiced monthly in advance from the Start Date with the exception of Call Charges which will be invoiced monthly in arrears from the Start Date.

4.3 The Customer will pay each invoice within 30 days of the date of such invoice if the payment is made by direct debit or within 30 days if the Customer pays such invoice by an alternative method (provided that this has been agreed in advance with the Supplier). Time will be of the essence of the Contract in respect of payment of the Charges.

4.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT. If any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer will, on receipt of a valid

VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

4.5 If the Customer has more than one Exchange Line, the Supplier will issue one invoice in respect of all Exchange Lines. The Customer may request an invoice breakdown which shows the Charges in respect of each Exchange Line separately.

4.6 Call Charges are calculated by reference to the Customer's use of the services as recorded by the Supplier.

4.7 If the Customer places an Order for Services but cancels that Order before installation, the Supplier will charge the Customer its standard cancellation fee. Details of which can be found in the Supplier's tariff http://www.futurevad.com/tariffs/ if it has already incurred a connection fee with the Ultimate Service Provider.

4.8 The Supplier may alter the charges on its Tariff Sheet at any time without notice to the Customer. Tariff Sheets are available from the Supplier on request.

4.9 If a particular call type is utilised by the Customer but not specified on the Service Order, the Supplier's standard tariff prices from time to time will apply.

4.10 Other than where Charges are based solely on the Customer's usage, the Customer is liable to pay the Charges from the Start Date.

4.11 The Supplier reserves the right to increase the Charges if the Ultimate Service Provider increases its costs and such increase will be by such amount as will allow the Supplier to recover the cost to it of such increase plus such amount as will allow it to retain its percentage contribution to profit. The Supplier shall give the Customer not less than one month's prior notice of proposed changes, and whether or not it is simply passing on an increase made by the Ultimate Service Provider, or that increase plus such amount as will allow it to retain its percentage contribution to profit (Profit Increase). If the Customer reasonably objects to a proposed Profit Increase and the Supplier imposes it the Customer reserves the right to terminate the Contract on giving the Supplier 90 days' written notice. If the Customer exercises this right to terminate during the Initial Fixed Term clause 20.1.1 shall not apply.

4.12 The Customer is liable for all Charges where services are utilised by third parties or fraudulently without the Customer's permission.

4.13 In relation to certain cloud telephony, the Customer will be liable for the following additional Charges, as detailed in the tariff sheet:

4.13.1 shipping costs for the hardware;

4.13.2 repair costs in respect of any damage to the hardware;

4.13.3 any licence alteration fees; and

4.13.4 any increased installation charges where additional engineering time is required due to incorrect information supplied by the Customer.

4.14 If there is a network fault which results in calls being diverted to a mobile number, the Customer will be liable for the costs associated with such diverted calls.

4.15 If the Customer's payment is late, cancelled or dishonoured without a valid reason, the Supplier will charge the Customer its standard administration fee from time to time (details of which can be found in the Supplier's Tariff http://www.futurevad.com/tariffs/ and the Customer will be responsible for such administration costs as well as all reasonable costs and expenses incurred by the Supplier and its debt collection agents in seeking payment from the Customer.

4.16 The Supplier may charge the Customer its standard administration fee from time to time (details of which can be found in the Supplier's Tariff http://www.futurevad.com/tariffs/ where payments are made by the Customer other than by direct debit.

4.17 All amounts due under the Contract will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.18 Any challenges in respect of invoiced Charges must be raised by the Customer within 3 months of the date of the invoice.

4.19 The Customer will promptly inform the Supplier of any changes to its billing details.

4.20 The Supplier may agree to make changes to its invoices or billing procedures outlined in this clause 4 but will charge the Customer for its standard administration fee from time to time (details of which can be found in the Supplier's Tariff http://www.futurevad.com/tariffs/ for doing so.

5. Customer's Obligations

5.1 The Customer will:

5.1.1 procure at its own cost a Broadband connection and the Supplier's obligations hereunder will not arise until such connection has been approved by the Supplier;

5.1.2 ensure that the terms of the Service Order and any information it provides in the Service Order are complete and accurate;

5.1.3 terminate all existing contracts for services equivalent to the Services with any other provider;

5.1.4 co-operate with the Supplier in all matters relating to the Services;

5.1.5 protect all passwords following good practice from time to time in doing so and use its best endeavours to prevent unauthorised use of or access to the Services;

5.1.6 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's Premises, office accommodation and other facilities as reasonably required by the

Supplier. The supplier is obliged to comply with health and safety and other rules if on site required;

5.1.7 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

5.1.8 ensure that the Customer Materials are:

(a) in good working order;

(b) compliant with the Act and all other applicable laws and regulatory requirements; and

(c) compatible with the Network,

(d) any issues will be notified to all relevant customers via emergency email bulletin

5.1.9 disconnect any non-compliant or incompatible Customer Materials or permit the Supplier to do so at the Customer's expense;

5.1.10 prepare the Customer's Premises for the supply of the Services in accordance with the Supplier's instructions at the Customer's expense;

5.1.11 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the Start Date;

5.1.12 promptly notify the Supplier of any faults or performance issues with the Services;

5.1.13 comply with all applicable laws, including health and safety laws;

5.1.14 keep all Rented Equipment in safe custody at its own risk, maintain the Rented Equipment in good condition until returned to the Supplier, and not dispose of or use the Rented Equipment other than in accordance with the Supplier's written instructions or authorisation;

5.1.15 maintain in force appropriate insurance policies to cover the risk of damage or loss to Rented Equipment whilst the same are in the Customer's possession; and

5.1.16 comply with any additional obligations as set out in the Service Order.

5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

5.2.1 without limiting or affecting any other right or remedy available to it, the Supplier will have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its

obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

5.2.2 the Supplier will not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.2; and

5.2.3 the Customer will reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly from the Customer Default.

5.3 The Customer gives its consent for the Supplier to carry out a credit check without prior notice and to pass the results of such credit check on to credit agencies or the court.

6. Customer's Use of the Services

6.1 The Customer will:

6.1.1 use the Services solely for its own internal business use and not on behalf of or for the purpose or benefit of any third party;

6.1.2 promptly install all upgrades, bug fixes, patches and other corrections relating to the Services made available from time to time;

6.1.3 not do or omit to do anything that would reasonably be expected to:

(a) disrupt or compromise the integrity of the Services, any Network, or any other customer; or

(b) cause imminent or material damage to the Ultimate Service Provider or the Supplier or either of their respective customers,

6.1.4 not use or access the Services:

(a) for any fraudulent, criminal, defamatory, harassing or tortious purpose, or to participate in or promote any illegal activity;

(b) in a way that does not comply with the terms of any legislation or codes of practice, regulations or any licence or authorisation applicable to the Ultimate Service Provider or the Supplier;

(c) to breach, violate or infringe intellectual property, privacy or other rights, or misappropriate the property of any third party;

(d) to transmit or store any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware or similar programs or materials;

(e) to engage in conduct which amounts to improper or persistent misuse of a public electronic communications network of services;

(f) in a way which (in the Supplier's reasonable opinion) brings the name of the Supplier or the Ultimate Service Provider into disrepute, or which places the Supplier or the Ultimate Service Provider in breach of any relevant laws;

(g) to transmit misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value; or

(h) to transmit or broadcast unsolicited, or "junk" or "spam", marketing or promotional materials or messages through pre-recorded voice messages, SMS, facsimile or other means, in any of any applicable laws;

6.1.5 not inspect, possess, use, copy, reverse engineer, or attempt to discover the source code of or used to create any program or other component of the Services, except as expressly permitted by applicable laws;

6.1.6 not attempt to hack or gain unauthorised access to any network, environment, system or any Network;

6.1.7 not trunk or forward extensions or numbers associated with the Services to a private branch exchange or key system or to other numbers that can process multiple calls simultaneously.

6.2 The Customer will use the Services in accordance with:

6.2.1 the Supplier's reasonable instructions;

6.2.2 the relevant provisions of the Act or any other applicable law, code of practice or regulation in force from time to time;

6.2.3 any direction of the Director General of Telecommunications or other competent authority and any licence which governs the running of the Customer's telecommunications systems.

6.3 The Customer will not:

6.3.1 permit, allow or encourage an alternative supplier of the Services to override or bypass the Supplier's Services by any means; or

6.3.2 connect Customer Materials to the Network (whether directly or indirectly) without the Supplier's consent and other than by means of a Connection Point supplied by the Supplier.

6.4 The Customer may ask the Supplier to relocate any Connection Point within the Customer's Premises at the Customer's expense

7. Support

7.1 The Supplier will provide the Customer with the support outlined in the Service Order. Monday to Friday 8.30am to 5.30pm, excluding bank holidays. 4hr response major and 16hr response minor. As detailed in the SLA documentation.

7.2 The Customer will promptly report any fault or service issue to the Supplier's customer service department.

7.3 On receipt of a notification from the Customer in accordance with clause 5.1.12, the Supplier will:

7.3.1 use reasonable endeavours to investigate and respond to any such reported fault or performance issue promptly during Normal Working Hours; and

7.3.2 at its own expense, carry out any corrective works during Normal Working Hours unless agreed otherwise.

7.4 If on receipt of a notification from the Customer in accordance with clause 5.1.12, the Supplier finds no fault with the Services, the Supplier will charge the Customer for the wasted time it has spent attending the Customer's Premises to investigate. There is a flat rate for an abortive call out as detailed in the tariff sheet.

7.5 If the Supplier:

7.5.1 attends the Customer's Premises to investigate a reported fault or service issue, the Customer will be responsible for the Supplier's reasonable charges if no such fault or service issue is identified. This will be charged as per engineering fees in the tariff.

8. Porting

8.1 If the Supplier has an appropriate agreement in place with the Customer's existing service provider, the Supplier may, at the Customer's request and expense, provide a telephone line which utilities the Customer's existing telephone number provided that:

8.1.1 there are no technical reasons or restrictions preventing such transfer;

8.1.2 the Customer's existing service provider agrees to release the telephone number; and

8.1.3 the Customer authorises the Supplier in writing to make the transfer arrangements and provides it with sufficient information to enable it to do so.

9. Minute Bundle Service

9.1 The Customer may increase or decrease the number of minutes it purchases for use in the following month on request to the Supplier. Such request must be made at least 7 days before the end of the month to which it is to apply.

9.2 Minutes are used per whole minute which means that where only part of a minute is used, the Customer is deemed to have used a whole minute.

10. **Wholesale Line Rental Services**

10.1 In relation to Wholesale Line Rental Services, the Customer:

10.1.1 acknowledges that it will be charged in respect of rental of the BT and BT Openreach lines;

10.1.2 will inform the Supplier of any products or services it uses which will or may conflict or be incompatible with the Wholesale Line Rental Services;

10.1.3 will contact BT and give its permission for the Supplier to liaise with BT on the Customer's behalf in relation to arranging and putting in place Wholesale Line Rental Services; and

10.1.4 acknowledges that if the Supplier is unable, for whatever reason, to take over the billing of the lines described at clause 10.1.1, the Supplier will notify the Customer and carry the Customer's phone calls through Carrier Pre-Selection only.

10.2 In relation to Wholesale Line Rental Services, the Supplier will maintain the lines described at clause 10.1.1 and fix any faults which arise subject to clause 7.5.

11. **Carrier Pre-Selection Service**

11.1 The Supplier will select and may change at any time the carrier or other service provider it utilises to provide the Carrier Pre-Selection Service.

11.2 The Customer will give the Supplier all notices, nominations or authorisations it requires to enable the Supplier to provide the Carrier Pre-Selection Service.

12. **Equipment**

12.1 Where the Rented Equipment is supplied pursuant to a separate agreement, the Customer will comply with the terms of such agreement.

12.2 The Customer will be responsible (at the Customer's cost) for preparing the delivery location for the delivery of any Rented Equipment or Purchased Equipment and installation of the Services and for the provision of all necessary access, assistance and facilities reasonably required to deliver and install the Rented Equipment or Purchased Equipment. If the Supplier is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out or assistance offered, the Supplier may levy additional charges to recover its loss arising from this event.

12.3 The Customer will be responsible for the disposal of all waste arising or resulting from the delivery of Rented Equipment or Purchased Equipment and installation of the Services.

12.4 If the Customer rents VoIP phones from the Supplier, such phones must be returned by the Customer on termination or expiry of the Contract period. If a handset is returned damaged or broken (other than normal wear and tear), the Customer will be charged for the cost of a handset of equivalent specification.

12.5 The Supplier will:

12.5.1 test and inspect the Rented Equipment or Purchased Equipment and Customer Materials (if appropriate) on delivery to ensure that they comply with the requirements of the Contract and are compatible with the Network; and

12.5.2 if so requested by the Customer, give the Customer reasonable advance notice of such tests (which the Customer will be entitled to attend).

12.6 The Customer will not:

12.6.1 move, modify, relocate or otherwise interfere with any Rented Equipment and will not permit or allow such Rented Equipment to be repaired, serviced, modified or maintained other than by the Supplier or its authorised representatives; or

12.6.2 sell, assign, mortgage, charge, under let or part with possession of Rented Equipment or permit anyone else to do so.

12.6.3 the customer may move IP phones around their site or relocate to another site provided prior notification has been given to the Future Voice support desk.

13. Software

13.1 The Supplier grants the Customer a non-exclusive, non-transferable licence to use the Software for the term of the Contract solely in connection with its use of the Services.

13.2 All Intellectual Property Rights in the Software and the Services and any associated documentation made available to the Customer under the Contract will remain the property of the Ultimate Service Provider.

14. Security Deposit

14.1 The Supplier may require the Customer to make such payment by way of a deposit to provide security for payment of amounts due hereunder as the Supplier decides.

14.2 Where such deposit is taken, the Supplier may utilise the same (or a proportion thereof) to satisfy any outstanding invoices which are due and unpaid. The Supplier may require the Customer to top-up the deposit at any time.

14.3 Any deposit taken by the Supplier in accordance with this clause 14 will be held in a separate designated interest bearing account. The Supplier is not obliged to secure any particular rate of interest but any interest earned on the deposit will belong to the Customer.

14.4 Within 20 Business Days of termination of the Contract, the Supplier will return the deposit to the Customer (less any sums deducted pursuant to this clause 14).

15. **Emergency services calls**

15.1 The Services allow calls to emergency services numbers (such as 999 and 112). However, calls will fail if there is a power cut or the Customer's Broadband connection fails.

15.2 Prior to using the service, the Customer must register with the Ultimate Service Provider the primary physical location where the Services will be used and update them immediately if such location changes. If the Customer fails to update Ultimate Service Provider with changes to the location, it may not be possible for emergency operators and authorities to identify the Customer's location and phone number when it dials an emergency service number.

16. **Non-Payment**

16.1 If the Customer fails to make a payment, to undisputed invoices, due to the Supplier under the Contract by the due date, then, without limiting the any other remedies available to the Supplier whether hereunder or otherwise:

16.1.1 the Customer will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 16.1 will accrue each day at the greater of 4% a year above the Bank of England's base rate from time to time, and the rate from time to time applicable to High Court judgment debts;

16.1.2 the Supplier may temporarily suspend the Services until payment is made in full by the Customer (including any additional charges levied by the Supplier for late payment) and subsequent re-instatement will be subject to the payment of the Supplier's standard administration fee from time to time (details of which can be found in the Supplier's Tariff http://www.futurevad.com/tariffs/ by the Customer. A warning will always be provided and a minimum of three separate notifications would be sent prior to a suspension for non-payment;

16.1.3 if the payment remains overdue for a period in excess of one month, the Supplier may disconnect the Customer from the Services completely.

16.2 If any Services are disconnected or suspended, the Customer will pay the Supplier's standard re-connection fee from time to time (details of which can be found in the Supplier's Tariff http://www.futurevad.com/tariffs/ for each Service to be reconnected and in certain circumstances, the Supplier will carry out identification checks with the Customer prior to re-connecting the Services..

17. **Disclaimers**

17.1 Save for the warranties and conditions expressly set out in these Conditions, the Supplier gives no warranty or condition regarding the Services and specifically the Supplier but without limiting the generality of the foregoing, waives no condition or warranty that the Services will be uninterrupted or timely, secure or error free.

17.2 The Customer acknowledges that:

17.2.1 the Supplier accepts no responsibility or liability to the Customer or any third party in the event of any failure in the Services, except if the failure is due to supplier fault or intentional behaviour;

17.2.2 the Supplier accepts no responsibility or liability to the Customer or any third party in the event of or in relation to any loss of data; and

17.2.3 call quality depends on both the specification and availability of the Broadband connection.

18. **Limitation of Liability**

18.1 Nothing in these conditions excludes or limits the liability of the Supplier for:

18.1.1 death or personal injury caused by the Supplier's negligence; or

18.1.2 fraud or fraudulent misrepresentation.

18.2 Subject only to clause 18.1, the following provisions set out the entire financial liability of the Supplier (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

18.2.1 any breach of the Contract howsoever arising; and

18.2.2 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising out of or in connection with the Contract.

18.3 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

18.4 Subject only to clause 18.1:

18.4.1 the Supplier will not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for any direct or indirect:

(a) loss of profits; or

(b) loss of business; or

(c) depletion of goodwill or similar losses; or

(d) loss of anticipated savings; or

(e) loss of goods; or

(f) loss of contract; or

(g) loss or corruption of data or information;

(h) damage to reputation.

18.4.2 the Supplier will not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for any indirect or consequential loss.

18.4.3 the Supplier will not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, or otherwise for damage to property more than 50% of the Total Charges in the Contract Year in which the breaches occurred .

18.4.4 the Supplier's total liability in contract, tort (including without limitation negligence and breach of statutory duty howsoever arising, with the exception of data privacy breaches), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract will be limited to 100% of the Total Charges in the Contract Year in which the breaches occurred. With the exception of data privacy breaches where no restriction should apply.

19. Data Protection and Data Processing

19.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

19.2 The terms 'personal data', 'data subject', 'processor', 'controller', 'processing', 'personal data breach', 'pseudonymisation', 'special categories of data' and 'supervisory authority' have the meanings set out in the Data Protection Legislation.

19.3 The parties acknowledge that for the purposes of the Data Protection Legislation:

19.3.1 the Customer is the data controller;

19.3.2 the Supplier is a data controller (along with the Ultimate Service Provider) with respect to the CDRs; and

19.3.3 the Supplier is a data processor with respect to all other personal data passing between the parties in accordance with the Contract, as particularised further in schedule 1.

19.4 With respect to the CDRs:

19.4.1 the parties agree that the CDRs shall be shared between them and the Ultimate Service Provider solely for the purposes of providing Services under this Contract and complying with the legal obligations of the Ultimate Service Provider (the "**Agreed Purposes**");

19.4.2 the content of the CDRs must not be excessive with respect to the Agreed Purposes;

19.4.3 each party shall ensure that it only shares and processes CDRs on the basis of one or more of the legal grounds for processing contained in the Data Protection Legislation, and that the chosen legal ground shall be and remain valid in the context of the processing operation(s) to which it relates;

19.4.4 taking into account the latest standards of security measures, the costs of implementation and the nature, scope, context and purposes of the data sharing, as well as the risk to the rights and freedoms of natural persons, each party shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk; and

19.4.5 if one party becomes aware of a personal data breach, it shall notify the other party without undue delay upon becoming so aware and thereafter provide sufficient details regarding the same to permit that party to conduct its own investigation.

19.5 The parties acknowledge that the Ultimate Service Provider will transfer the CDRs outside of the European Economic Area. The Supplier shall be responsible for ensuring that:

19.5.1 the transfer is legitimised in accordance with the Data Protection Legislation; and

19.5.2 it shall remain liable for the actions of any third party who receives the CDRs as though they were its own.

19.6 Without prejudice to the generality of clause 19.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.

19.7 With respect to sub-contractors, the Supplier shall:

19.7.1 not engage a sub-contractor to process any of the Customer's personal data (a "**Sub-Processor**") without the Customer's prior specific or general written authorisation;

19.7.2 inform the Customer of any intended changes concerning the addition or replacement of any Sub-Processor (and allow the Customer reasonable opportunity to object to such change);

19.7.3 not engage a Sub-Processor to which the Customer has objected;

19.7.4 ensure that any Sub-Processor provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation (including the requirements relating to security, integrity and confidentiality); and

19.7.5 where a Sub-Processor fails to fulfil its data protection or confidentiality obligations, remain fully liable to the Customer for the performance of (or failure to perform) those obligations.

19.8 Without prejudice to the generality of clause 19.1, the Supplier will, in relation to any personal data which it processes in connection with the performance by the Supplier of its obligations under the Contract:

19.8.1 Put in place, and maintain a written agreement with the Ultimate Service Provider which permits the Supplier to transfer personal data to the Ultimate Service Provider to enable it to provide the services;

19.8.2 process that personal data only on the written instructions of the Customer unless otherwise required by law. If a law, court, regulator or supervisory authority requires the Supplier to process or disclose any of the Customer's personal data, the Supplier must first inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice;

19.8.3 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

19.8.4 ensure that all personnel who have access to and/or process personal data are obliged to keep it confidential; and

19.8.5 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(a) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(b) the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

(c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(d) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

19.8.6 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications (save where the breach is caused by the Supplier, in which case any such assistance shall be at the Supplier's cost), impact assessments and consultations with supervisory authorities or regulators;

19.8.7 notify the Customer without undue delay on becoming aware of a personal data breach and thereafter provide sufficient details regarding the same to permit the Customer to conduct its own investigation;

19.8.8 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by the Data Protection Legislation to store the personal data; and

19.8.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 19.

19.9 For data protection purposes, the Supplier confirms that the Ultimate Service Provider is regularly audited against ISO 27001, ISO 9001:2015 and Cyber Essentials standards by independent third-party auditors. Upon the Customer's reasonable request, and subject to the Customer entering into reasonable confidentiality arrangements with the Ultimate Service Provider, the Supplier shall procure that the Ultimate Service Provider provides a summary copy of its audit report(s) to the Customer together with such additional information as may reasonably be requested by the Customer in connection with such audit report.

19.10 Upon termination of the Contract:

19.10.1 the Supplier will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Customer's personal data related to the Contract in its possession or control; and

19.10.2 if any law, regulation, or government or regulatory body requires the Supplier to retain any documents or materials that the Supplier would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention

requirement ends. It shall then comply with any such timeline so established.

19.11 Either party may, at any time on not less than 30 days' notice and having obtained written agreement to do so from the other party, revise this clause 19 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which will apply when replaced by attachment to the Contract).

20. Termination or Expiry

20.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 90 days' written notice. However, if such termination is requested by the Customer and occurs before expiry of the Initial Fixed Term, the Customer will pay to the Supplier within 14 days of such termination, break costs as per tariff:

20.1.1 an amount equal to the Charges for the Initial Fixed Term from the Start Date;

20.1.2 the Supplier's standard disconnection fee from time to time (details of which can be found in the Supplier's Tariff http://www.future-voice.co.uk/tariffs/ for each line and service active at the termination date and

20.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

20.2.1 the other party commits a material breach of any term of the Contract other than non-payment and (if such a breach is remediable) fails to remedy that breach within 21 days of that other party being notified in writing to do so;

20.2.2 any undisputed amount due hereunder is due and remains unpaid for 14 days or more after notice requiring payment has been served on the party owing such amount;

20.2.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

20.2.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

20.2.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

20.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice, at least 10 days from the suspension of service, to the Customer if:

20.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment, provided the minimum three separate notifications have been provided prior to a suspension for non-payment;

20.3.2 the Supplier is ordered to terminate the Contract by a competent regulatory authority;

20.3.3 technical issues arise or become apparent which mean that the Customer is unable to receive data services; or

20.3.4 the Supplier's licence expires or is terminated.

20.4 Upon termination of this Agreement under clause 12.1, Ultimate Service Provider shall have the option to require the Service Provider to assign all existing End Customer Agreements (or those specified by Ultimate Service Provider) to Ultimate Service Provider. Where Ultimate Service Provider exercises this option, all assignments shall take place on the following terms:

20.4.1 Where it is specified in an End Customer Agreement that a third party (for example, the end customer) must give its consent to such an assignment and such consent has not previously been obtained, the Service Provider shall use all reasonable endeavours to procure, without delay, the consent of the third party to the assignment to Ultimate Service Provider of the End Customer Agreement.

20.4.2 Ultimate Service Provider and the Service Provider shall, within 14 days of the relevant consent under clause 13.2.1 being obtained in writing, or, where no such consent is required, within 14 days of termination of this Agreement, effect the assignment of the benefit and burden of the End Customer Agreement, insofar as this is permitted by the End Customer Agreement.

20.4.3 The Service Provider shall not be required to assign and Ultimate Service Provider shall not be required to accept the assignment of an End Customer Agreement if the third party to that End Customer Agreement seeks as a condition of its consent (if required) a payment or other consideration for such assignment.

20.4.4 In the event that the Service Provider has not been able to pass to Ultimate Service Provider the benefit of any End Customer Agreement as required by Ultimate Service Provider under clause 13.2, then Ultimate Service Provider shall not be liable for its failure to perform the Ultimate Service Provider Services to the extent that such failure is directly attributable to it not being able to obtain the benefit of the End Customer Agreement, provided it has used reasonable endeavours to provide the Ultimate Service Provider Services without the benefit of the End Customer Agreement. The Charges shall be revised at Ultimate Service Provider's discretion to reflect any reduction in provision of the Ultimate Service Provider Services and any increased costs of Ultimate Service Provider in making alternative arrangements.

20.4.5 The Service Provider shall indemnify and keep Ultimate Service Provider indemnified against all claims, costs, damages and/or losses whatsoever arising out of any breach of any End Customer Agreement to the extent that Ultimate Service Provider is not responsible for the breach up until such date as each End Customer Agreement is assigned to Ultimate Service Provider.

20.4.6 After the expiry of the Minimum Period, the Term will automatically renew for additional service terms of 3 years (the "Renewal Term"), unless either Party provides written termination notification to the other Party. If the Customer does not sign a renewal of the Contract but continues to use the Services for a further period of 3 years, then the Supplier may increase the Charges at any time by any amount, on giving the Customer 1 months' prior written notice.

20.4.7 In the event that the Customer wishes to terminate the Services prior to the expiry of the relevant Minimum Period or prior to the expiry of the Renewal Term as the case may be, the Customer may do so upon giving not less than 90 days' notice in writing to the Supplier, subject to payment by the Customer in full of all sums which would have been payable to the Supplier had the Contract run (and had the Services been provided) until the expiry of the Minimum Period, or the expiry of the Renewal Term as the case may be, the amount of such payment to be agreed between the parties and paid to the Supplier before expiry of the notice of termination.

20.4.8 If within twenty-eight (28) days before termination, the Customer has requested the Supplier in writing to provide assistance in relation to transitioning the terminated Services to an alternative provider, the Supplier will use reasonable efforts to provide the assistance requested for a period not exceeding one (1) month after termination provided that (i) the Customer pays the Supplier for its assistance at the Supplier's then prevailing time & materials rates; (ii) the Supplier shall be entitled to invoice in advance for such part of the anticipated assistance that it considers reasonable; and (iii) where the transition is to an alternative provider, that provider shall have entered with the Supplier into written confidentiality undertakings in form and substance reasonably acceptable to the Supplier.

21. Suspension

21.1 If Services will be (or are likely to be) suspended, the Supplier will use all reasonable endeavours to give the Customer advance notice of any such suspension.

21.2 The Supplier may temporarily suspend all or part of the Services, not during normal working hours:

21.2.1 for operational reasons;

21.2.2 in the event of an emergency;

21.2.3 to comply with any applicable law or regulatory requirement;

21.2.4 for security purposes; or

21.2.5 to conduct repairs or maintenance of the Network.

21.3 The Customer acknowledges that some technical issues may not arise or become apparent until the Services have been in use and operation for some time and if such technical issues arise, the Supplier may temporarily withdraw or suspend the Services, providing notice has been given.

21.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:

21.4.1 the Customer fails to pay any undisputed amount due under the Contract on the due date for payment;

21.4.2 the Customer becomes subject to any of the events listed in clause 20.2.2 to clause 20.2.5 or the Supplier reasonably believes that the Customer is about to become subject to any of them;

21.4.3 the Rented Equipment (or any part of them) are lost or stolen; or

21.4.4 the Supplier reasonably believes that the Customer or a third party is using the Services or Rented Equipment fraudulently.

21.5 Whilst the Services are suspended, the Customer will still be liable to pay all Charges due and any other reasonable costs or expenses the Supplier incurs as a result of such suspension and any subsequent reconnection of the Services, except when suspended through supplier fault.

22. Consequences of Termination

22.1 On termination of the Contract:

22.1.1 the Customer will immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier will submit an invoice, which will be payable by the Customer immediately on receipt, this does not include any disputed invoices or payments;

22.1.2 the Customer will return all Rented Equipment in good condition, fair wear and tear excepted, including VoIP phones pursuant to clause 12.4. If the Customer fails to do so, then the Supplier may enter the Customer's Premises and take possession of them. Until they have been returned, the Customer will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract. If the Customer returns Rented Equipment which is found to be unserviceable or damaged beyond reasonable wear and tear then the Customer will be charged for replacement items; and

22.1.3 the Supplier will return any security deposit paid by the Customer less any unpaid Charges.

22.2 Termination or expiry of the Contract will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

22.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract will remain in full force and effect.

23. Cancellation before installation

23.1 Cancellation of the contract before installation will result in charges for all costs incurred by Future Voice and thirty percent of the total service order contract value.

24. General

24.1 **Force majeure.** The Supplier will not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract

if such delay or failure result from events, circumstances or causes beyond its reasonable control.

24.2 **Assignment and other dealings.**

24.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

24.3 **Confidentiality.**

24.3.1 Each party undertakes that it will not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 24.3.2.

24.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party will ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 24.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

24.3.3 Neither party will use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

24.4 **Entire agreement.**

24.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

24.4.3 Nothing in this clause 24.4 will limit or exclude any liability for fraud.

24.5 **Variation.** Except as set out in these Conditions, no variation of the Contract will be effective unless it is in writing and signed by the parties (or their authorised representatives).

24.6 **Waiver**. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy

provided under the Contract or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law will prevent or restrict the further exercise of that or any other right or remedy.

24.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 24.7 will not affect the validity and enforceability of the rest of the Contract.

24.8 **Notices.**

24.8.1 Any notice given to a party under or in connection with the Contract will be in writing and will be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

24.8.2 Any notice will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

24.8.3 This clause 24.8does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

24.9 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by, and construed in accordance with the law of England and Wales.

24.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

The following terms shall apply to the processing activities that the Ultimate Service Provider carries out as a processor to the extent the Customer has purchased each Service through the Supplier.