

Master Service Agreement Terms & Conditions (“Conditions”)

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

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

Commencement Date: the commencement date of the Services, being the date set out in the applicable Order Form.

Customer Data: means all data provided by the Customer for use in connection with the Services.

Data Protection Legislation: all applicable laws and regulations from time to time in force relating to the protection of Personal Data, including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and any laws substituting, re-enacting or replacing any of the foregoing, as amended or updated from time to time.

Effective Date: the date on which the Master Service Agreement comes into force, being the date on which the first Order Form is signed by or on behalf of each of the parties.

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

In-put Material: means any documents and materials (including Customer Data) provided by the Customer in connection with the Services.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

IT Support Services the provision of managed information technology support services, as set out in the Order Form and subject to these Conditions and the terms in the relevant Service Schedule.

Master Service Agreement: means the agreement between the parties for the provision of the Services, incorporating these Conditions, the Order Form(s) entered into by the parties and applicable Service Schedule(s).

Order Form: the order form agreed and signed by or on behalf of each of the parties, invoice or other sales document, describing the Services, Service Charges, and any other applicable commercial terms.

Service Charges: the charges payable by the Customer for the Services, as set out in an applicable Order Form and payable in accordance with clause 4.

Service Schedule: means the Service Schedules applicable to the IT Support Services and Telecommunication Services, in each case attached to these Conditions and forming part of the Master Service Agreement, which shall be applicable where the Customer receives such Services.

Service Term: the term applicable to each of the Services, each commencing on the relevant Commencement Date and continuing as set out in the applicable Order Form (including any renewals or extensions), unless and until terminated in accordance with the Master Service Agreement.

Services: the Services to be provided to the Customer by Netitude, as set out in the applicable Order Form, which may include IT Support Services and/or Telecommunication Services.

Telecommunication Services: the provision of telecommunication services, which may include telephony, broadband and/or cloud data services, as set out in the Order Form and subject to these Conditions and the terms in the relevant Service Schedule.

Third Party Product(s): any third party products and services provided by Netitude or licensed and accessed by the Customer in conjunction with the Services, as set out in the applicable Order Form or Service Schedule.

Third Party Terms: any third party terms and conditions applicable to the use of Third Party Products, as specified in this Master Service Agreement or otherwise brought to the attention of the Customer from time to time.

1.2 Interpretation. Unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) clause, schedule and paragraph headings shall not affect the interpretation of this Master Service Agreement;
- (b) a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality);
- (c) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular, and a reference to one gender shall include a reference to the other genders;
- (e) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include any subordinate legislation in force from time to time;
- (f) references to clauses and schedules are to the clauses and schedules of this Master Service Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Master Service Agreement;
- (g) a reference to writing or written includes post and email;
- (h) if there is any inconsistency between the documents forming part of the Master Service Agreement, the following order of precedence shall apply: (i) the applicable Service Schedule; (ii) these Conditions; (iii) the Order Form.

2. SUPPLY OF SERVICES

2.1 This Master Service Agreement shall have effect from the Effective Date and continue unless and until terminated in accordance with these Conditions.

2.2 The parties may, from time to time, agree Order Forms in the following manner:

- (a) the Customer shall provide Netitude with a request for Services, setting out the requirements and specifications of the Services which it is requesting, any desired delivery date or timetable and such other information as Netitude may request to allow it to prepare a draft Order Form;
- (b) Netitude shall, as soon as reasonably practicable, provide the Customer with a draft Order Form; and
- (c) Netitude and the Customer shall discuss and agree the draft Order Form as soon as reasonably practicable and, once agreed, they shall both sign a copy of it and it shall become a binding Order Form, subject to the terms of this Master Service Agreement.

2.3 Netitude shall supply each of the Services to the Customer under each Order Form from the respective Commencement Date in accordance with the terms of this Master Service Agreement.

2.4 Netitude shall use all reasonable endeavours to perform the Services on any performance dates and/or in accordance with any work programme specified in the relevant Order Form or Service Schedule, but any such dates shall be estimates only.

2.5 Netitude warrants to the Customer that:

- (a) the Services will be provided using reasonable care and skill and using suitably skilled and qualified personnel;
- (b) the Services shall be performed in accordance with all applicable laws and regulations; and
- (c) the Services shall conform to the specifications and standards set out in the applicable Service Schedule in all material respects.

2.6 Each signed Order Form may only be amended in accordance with clause 12.2.

3. CUSTOMER'S OBLIGATIONS

3.1 The Customer shall:

- (a) provide the In-put Materials in accordance with this Master Service Agreement and in accordance with any timescales agreed by the parties or otherwise in a timely and efficient manner;
- (b) ensure that the terms of each Order Form and any information it provides to Netitude, including but not limited to the In-put Material, are complete and accurate;
- (c) co-operate (and procure that its employees, officers, agents and representatives co-operate) with Netitude in all matters relating to the Services;
- (d) provide Netitude, its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by Netitude for the proper provision of the Services;
- (e) provide Netitude, its employees, agents, consultants and subcontractors, with access to its personnel, the In-put Materials, and any other materials and documents necessary for the proper provision of the Services;
- (f) inform Netitude of all health and safety rules and regulations and any other reasonable security requirements or other procedures that apply at any of the Customer's premises;
- (g) keep and maintain all materials, equipment, documents and other property (including software) of Netitude or its licensors (**Netitude Materials**) at the Customer's premises in safe custody at its own risk, maintain Netitude Materials in good condition until returned to Netitude, and not dispose of or use Netitude Materials other than in accordance with Netitude's written instructions or authorisation;
- (h) act and use the Services fully in compliance with the terms of the Master Service Agreement and all applicable laws and regulations; and
- (i) comply with any other Customer obligations set out in each Order Form, Service Schedule or as otherwise agreed between the parties using all reasonable care and skill and in accordance with any timescales agreed by the parties.

3.2 If Netitude's performance of any of its obligations under this Master Service Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**) then, without affecting any other rights and remedies it may have, Netitude may:

- (a) suspend or delay the performance of the Services until the Customer remedies the Customer Default, and rely on the Customer Default to relieve it from the performance of any of its obligations for the duration of the Customer Default, without liability for any costs or losses sustained or incurred by Customer arising from the suspension or delay;
- (b) adjust any agreed timetable, delivery schedule or deadlines as reasonably necessary to account for the delay caused by the Customer Default and any consequent suspension of the Services; and
- (c) recover from the Customer on written demand any costs or losses sustained or incurred by Netitude arising directly or indirectly from the Customer Default, including but not limited to, additional time costs accrued due to the prevention or delay.

4. CHARGES AND PAYMENT

- 4.1 The Service Charges applicable to the Services shall be as set out in the relevant Order Form and subject to any additional conditions in the applicable Service Schedule.
- 4.2 Netitude shall be entitled to charge the Customer for any expenses reasonably incurred by Netitude personnel in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Netitude for the performance of the Services, and for the cost of any materials.
- 4.3 On each anniversary of the applicable Service Commencement Date, Netitude reserves the right to increase the Service Charges and Netitude will give the Customer written notice of any such increase at least 30 days before the proposed date of the increase.

- 4.4 The invoicing and payment terms applicable to the Services shall be as set out in the applicable Order Form(s) and/or Service Schedule(s), in default of which Netitude shall invoice the Customer in advance and each invoice is payable on receipt.
- 4.5 All payments by the Customer must be made in full and cleared funds to the bank account nominated by Netitude. Where specified in an Order Form or Service Schedule, or otherwise agreed, payments shall be made by direct debit.
- 4.6 All amounts payable by the Customer in relation to the Services are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**) or any equivalent sales tax. Where any taxable supply for VAT purposes is made by Netitude, the Customer shall, on receipt of a valid VAT invoice from Netitude, pay to Netitude such amounts in respect of VAT as are chargeable on the Services at the same time as payment is due for the relevant Services.
- 4.7 If the Customer fails to make any payment due to Netitude by the due date for payment, then the Customer shall pay interest on the overdue amount at an annual rate of 4% above the base rate of Lloyds Bank from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 4.8 Without prejudice to its other rights and remedies under these Conditions, in the event that the Customer is in default of its payment obligations, Netitude may (without liability to the Customer) suspend provision of the Services until the Customer has paid all overdue sums, together with any applicable interest thereon.
- 4.9 The Customer shall pay all amounts due under this Master Service Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

5. THIRD PARTY PRODUCTS

- 4.10 The Customer acknowledges and agrees that Netitude is a reseller of the Third Party Products, which are sold subject to Third Party Terms with the relevant Third Party Product licensor. Accordingly, warranties and conditions pertaining to such Third Party Products shall be governed by the Third Party Terms and, as between the Customer and Netitude, the same are provided on an "as is" basis and no warranties, conditions or representations are given by Netitude in relation to Third Party Products.
- 4.11 Where the relevant Services are supplied pursuant to this Master Service Agreement, the following Third Party Terms shall apply:
- (a) **Microsoft Cloud / Microsoft 365** - the Microsoft Cloud Agreement made available to the Customer from time to time;
 - (b) **Printix** - the terms of use available at <https://www.printix.net/terms/> and privacy policy available at <https://www.printix.net/privacy/>; and
 - (c) those Third Party Terms specified in any applicable Order Form and/or Service Schedule.

6. INTELLECTUAL PROPERTY RIGHTS

- 4.12 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Netitude or its licensors. Nothing in this Master Service Agreement serves to transfer any such Intellectual Property Rights to the Customer.
- 4.13 Any deliverables provided to the Customer as a result of or in relation to the performance of the Services shall be licensed to the Customer for the relevant Service Term on a non-exclusive basis (without the right to sub-licence) to such extent as is necessary to enable the Customer to make use of the Services in accordance with the terms of this Master Service Agreement. The Customer shall not distribute or disclose any of the foregoing to any third party or copy, modify or adapt any part of the Services or deliverables for any commercial purposes.
- 4.14 The ownership and licensing of Intellectual Property Rights in Third Party Products shall be as set out in the applicable Service Schedule(s) and any third party licensing terms brought to the attention of the Customer.
- 4.15 All Netitude Materials are the exclusive property of Netitude.

4.16 All In-put Materials are the exclusive property of the Customer. The Customer warrants and undertakes that it is the owner or licensee of all In-put Materials and that it has all necessary rights, consents and permissions to provide the In-put Materials to Netitude for usage in accordance with this Master Service Agreement, including to the extent necessary for the proper performance of the Services. The Customer shall indemnify Netitude against any claims, losses, damages, costs and expenses (including reasonable legal and professional costs and expenses) arising out of or in connection with any breach of the foregoing warranty and undertaking, including any claim from a third party that Netitude's use of the In-put Materials infringes third party Intellectual Property Rights.

7. CONFIDENTIALITY

7.1 Each party undertakes that it shall not at any time, use (other than to exercise its rights and obligations under this Master Service Agreement) or disclose to any person any technical or commercial information, know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other or its representatives, the contents of this Master Service Agreement, and any other information which a reasonable business person would regard as confidential concerning a party's business or its products or services (**Confidential Information**), except as permitted by clause 7.2. A party's Confidential Information shall not be deemed to include information that:

- (d) is or becomes publicly known other than through any act or omission of the receiving party;
- (e) was in the other party's lawful possession before the disclosure;
- (f) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (g) is independently developed by the receiving party, which independent development can be shown by written evidence.

7.2 A party may disclose the other's Confidential Information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Master Service Agreement. It shall ensure that its employees, officers, representatives or advisers to whom it discloses the Confidential Information comply with this clause 7; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8. LIMITATION OF LIABILITY

8.1 Subject to clause 8.3 below, Netitude shall not be liable for any indirect loss, consequential loss, or any loss of profit, loss of revenue, wasted management time, failure to achieve anticipated savings, data or goodwill, business interruption, or account for profit (in each case whether direct or indirect) arising in any way in connection with this Master Service Agreement.

8.2 Subject to clause 8.1 and 8.3, no matter how many claims are made and whatever the basis of such claims, Netitude's maximum aggregate liability to the Customer under or in connection with this Master Service Agreement, whether such claim arises in contract or in tort (including negligence) or otherwise shall not exceed the Service Charges paid or payable to Netitude in respect of the Service(s) in relation to which the liability has arisen in the last 6 months, or upto £10,000 whichever is greater.

8.3 None of the clauses in this clause 8 above shall apply so as to exclude or restrict liability for:

- (a) death or personal injury resulting from the negligence of Netitude or its appointed agents;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matters for which it is illegal to limit or exclude liability.

8.4 Except as set out in this Master Service Agreement, Netitude gives no warranty and makes no representations in relation to the Services and the conditions implied by the Supply of Goods and Services Act 1982 ss 12–16, together with any other statutory or implied conditions, warranties, representations and liabilities, are expressly excluded to the fullest extent permitted by law.

9. TERM AND TERMINATION

- 9.1 Each of the Services shall continue for their respective Service Term and shall not be prejudiced by the termination of this Master Service Agreement for convenience pursuant to clause 9.2. In the event of termination of this Master Service Agreement pursuant to clause 9.3, all Services shall terminate as at the date of termination unless otherwise agreed by the parties.
- 9.2 Either party may terminate this Master Service Agreement, subject to the continuation of any Order Forms already in effect as at the date of termination, by giving no less than three (3) months' prior written notice to the other.
- 9.3 Netitude Withhold the right to terminate any agreement within which the other party is deemed by Netitude to be acting in an unprofessional nature, or one where it is deemed by Netitude to be unsafe or untenable to continue the agreement. If such situation was to arise, the other party would still be liable to all remaining payments on the term of agreement
- 9.4 Without affecting any other right or remedy available to it, either party may terminate this Master Service Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any other term of this Master Service Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (c) the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or serves notice of administration, or has a receiver, manager or administrative receiver appointed over its assets or has a winding-up order made against it or shall go into liquidation (except for the purposes of a solvent amalgamation or reconstruction and in such manner that the resulting company effectively agrees to be bound by or assume the obligations imposed on the predecessor company under this Master Service Agreement);
 - (d) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.3(b) or clause 9.3(c); or
 - (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

10. CONSEQUENCES OF TERMINATION

10.1 On termination of this Master Service Agreement for any reason:

- (a) the Customer shall pay to Netitude an off-boarding fee of £500 plus VAT, subject to payment of which Netitude shall reasonable assistance in off-boarding the Customer to an alternative provider and supply details of the Customer's network and technology environment to the Customer;
- (b) the Customer shall immediately pay to Netitude all of Netitude's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Netitude shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (c) the Customer shall return all of Netitude Materials. If the Customer fails to do so, then Netitude may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Services;
- (d) all licences granted under this Master Service Agreement shall automatically cease and the Customer shall have no further rights to use any of the Services;
- (e) Netitude shall return, or make available to the Customer, any Customer Data held or under the control of Netitude;

- (f) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any this Master Service Agreement which existed at or before the date of termination or expiry; and
- (g) clauses 4, **Error! Reference source not found.**, 7, 8, 9, 10, 11 and 12 shall survive termination to the extent applicable.

11. DATA PROTECTION

For the purposes of this clause 11, the terms “Controller”, “Processor”, “Data Subject”, “Personal Data” and “Processing/process” shall have the meaning given to them in the Data Protection Legislation.

11.1 Each party warrants that it shall comply with the Data Protection Legislation in the performance of this Master Service Agreement. To the extent that the Customer Data contains Personal Data and Netitude processes such Personal Data on behalf of the Customer, the parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Netitude is the Data Processor of such Personal Data (“**Customer Personal Data**”). The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data provided to Netitude.

11.2 **Instructions.** Netitude shall process Customer Personal Data only to the extent, and in such a manner, as is necessary for the purposes of the Services and in accordance with the Customer’s instructions from time to time and shall not process the Customer Personal Data for any other purpose. If Netitude believes that any instruction received by it from the Customer is likely to infringe the Data Protection Legislation it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

11.3 **Security.** Taking into account the state of technical development and the nature of processing, Netitude shall implement and maintain the technical and organisational measures to protect the Customer Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

11.4 **Sub-processing.** Netitude shall be entitled to appoint agents, subcontractors or other suppliers to act as sub-processors in relation to the Customer Personal Data provided that it:

- (a) notifies the Customer of any changes to its sub-processors and gives the Customer a reasonable opportunity to object to such changes;
- (b) prior to any sub-processor carrying out any processing activities in respect of the Customer Personal Data, appoints such sub-processor under a written contract containing materially the same obligations as under this clause 11; and
- (c) remains fully liable to the Customer for all the acts and omissions of each sub-processor as if they were its own.

11.5 **Personnel.** Netitude shall ensure that all employees, agents or other persons acting for Netitude with access to Customer Personal Data:

- (a) are informed of the confidential nature of the Customer Personal Data and are subject to a binding written contractual obligation to keep the Customer Personal Data confidential;
- (b) have undertaken training in the laws relating to handling Personal Data;
- (c) are aware both of Netitude’s duties and their personal duties and obligations under such laws in relation to the Services; and
- (d) shall only have access to such part or parts of the Customer Personal Data as is strictly necessary for performance of that person’s duties.

11.6 **International transfers.** Netitude shall not transfer the Customer Personal Data outside the European Economic Area without the prior written consent of the Customer.

11.7 **Breach.** Netitude shall promptly inform the Customer if any Customer Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. Netitude shall not be responsible for any loss, destruction, alteration or disclosure of Customer Personal Data caused by any third party (except those third parties

sub-contracted by Netitude to perform Services related to Customer Personal Data maintenance and back-up).

11.8 Audits. Netitude shall, in accordance with the Data Protection Legislation, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Netitude's compliance with the obligations placed on it under this clause 11 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Legislation equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 11).

11.9 Assistance. Netitude shall:

- (a) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Customer may require in relation to the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Legislation); and
- (b) provide such information, co-operation and other assistance to the Customer as the Customer reasonably requires (taking into account the nature of processing and the information available to Netitude) to ensure compliance with the Customer's obligations under Data Protection Legislation.

11.10 Deletion/return. At the end of the provision of the Services relating to the processing of Customer Personal Data, at the Customer's cost and the Customer's option, Netitude shall either return all of the Customer Personal Data to the Customer or securely dispose of the Customer Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Netitude to retain such Customer Personal Data.

11.11 The Customer warrants to Netitude that it has all consents or other lawful bases, and has otherwise complied with all requirements in the Data Protection Legislation, necessary for Netitude to process the Customer Personal Data in order to deliver the Services.

12. GENERAL

12.1 Entire Agreement. The Master Service Agreement together with any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein.

12.2 Variation. No change, alteration or modification to this Master Service Agreement shall be valid unless in writing and signed on behalf of both parties hereto.

12.3 Severance. If any provision of these terms or part thereof is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

12.4 Assignment. The rights and obligations of the Customer under this Master Service Agreement are personal to the Customer and the Customer undertakes that it shall not, without the prior written consent of Netitude, assign, lease, charge, sub-Licence, or otherwise transfer such rights and obligations in whole or in part. Netitude may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Master Service Agreement.

12.5 Notices. Any notice given pursuant hereto may be served personally, be sent by pre-paid registered letter or recorded delivery to the addresses given here above or by email to a pre-agreed recipient. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service, when posted, 48 hours after the same shall have been put into the post correctly addressed and pre-paid or, if emailed, at 9.00 am on the next business day after transmission (provided no notice of rejection/non-receipt has been received).

12.6 Force Majeure. Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting

from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.

- 12.7 **Waiver.** Any delay or forbearance by either party in enforcing any provisions of this or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 12.8 **No partnership or agency.** Nothing in this Master Service Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 12.9 **Third parties.** A person who is not a party to this Master Service Agreement shall not have any rights to enforce its terms.
- 12.10 **Marketing and publicity.** Each party shall be entitled to refer to the other as being its partner for marketing and publicity purposes and the parties shall cooperate in relation to joint publicity, internally, externally and with partner organisations.
- 12.11 **Compliance.** To the extent that the Customer is granted access to software or systems licensed by the Supplier, it agrees to comply with all United States, United Kingdom and European Union export control laws, regulations and rules.
- 12.12 **Non-solicitation.** For the duration of this Master Service Agreement and for a period of 6 months following its termination or expiry, the Customer shall not, whether by itself or through any employees, agents or any other person and whether on its own behalf or on behalf of or in conjunction with any other person, directly or indirectly solicit or entice away, or attempt to do so, any director or employee of Netitude, whether or not such person would commit a breach of his contract of employment by reason of leaving the service of their employer. If the Customer breaches this clause, it agrees to pay to Netitude an amount equal to six (6) months' salary of the relevant employee, as liquidated damages.
- 12.13 **Dispute resolution.** In the event of any dispute arising under or in connection with this Master Service Agreement, the parties designated contact(s) from time to time shall endeavour to resolve such dispute informally. In the case of non-resolution, the parties will meet to attempt in good faith to resolve any disputes, promptly within thirty days by negotiations between senior executives (or equivalent) of the parties who have authority to settle the dispute. If the matter is not resolved through negotiation, the parties will attempt in good faith to resolve the dispute through mediation or an executive tribunal or other dispute resolution technique.
- 12.14 **Governing law and jurisdiction.** This agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

SERVICE SCHEDULE 1 - IT SUPPORT SERVICES

1. Purpose of this Service Schedule

This Service Schedule applies to the provision of IT support and related managed services by Netitude to the Customer, as detailed further in the Order Form.

2. Definitions

For the purposes of this Service Schedule, the following definitions shall apply:

Helpdesk: means Netitude's support helpdesk for the receipt of Support Requests and management of Issues;

Out of Scope: any incident, defect, issue or problem arising as a result of any of the events or circumstances shown in paragraph 12;

Support Hours: unless otherwise specified in the Order Form, means the hours of [8:45am to 5:30pm] on a Business Day;

Support Issue: means an issue with any of the Supported Environment that is not Out of Scope;

Support Location(s): means those premises specified in the Order Form;

Support Request: means a request raised by the Customer with the Helpdesk via the relevant contact details, which relates to a Support Issue;

Supported Environment: means the systems, hardware and equipment specified in the Order Form.

3. Services

Netitude shall, as and when specified, provide the following IT Support Services for the Supported Environment belonging to or used by the Customer:

- (a) Provision of the Helpdesk within Support Hours;
- (b) Issue resolution (either remotely or in person) in accordance with this Service Schedule;
- (c) Backup monitoring and management;
- (d) Server monitoring and management;
- (e) Server and desktop patching;
- (f) Security monitoring and management;
- (g) Preventative maintenance;
- (h) Quarterly audits;
- (i) antivirus and email filtering; and
- (j) Service management and reporting.

The terms applicable to each of these IT Support Services are dealt with in more detail below.

4. Helpdesk & Issue Resolution

The Customer may, from time to time, raise Support Requests with the Helpdesk. When raising a Support Request, the Customer agrees to provide all information reasonably necessary to allow Netitude to establish the nature and extent of the Support Issue.

Each Support Request shall be logged by the Helpdesk and shall be assigned a priority level, as follows:

P1 – Critical	Incident causes immediate and significant disruption affecting all users
P2 - High Impact	Incident causes immediate and significant disruption to groups of users
P3 - Standard Ticket	Standard incident
P4 - Low Impact	Incident causes single user disruption in the short term
P5 - Service Request	Request to add a new feature or change to user preference

Where contact with the Helpdesk is made by telephone, the engineer will always endeavour to Resolve the Support Issue within the first telephone call, though this may not always be possible.

Where immediate Resolution is not possible, or where contact is made by a method other than telephone, the following response and plan service levels apply:

	Response	Plan
P1 - Critical	15 mins 0.25 hrs	30 mins 0.5hr
P2 - High Impact	15 mins 0.25 hrs	120 mins 2 hrs
Standard SLA	15 mins 0.25 hrs	240 mins 4 hrs
P4 - Low Impact	30 mins 0.5 hrs	360 mins 6 hrs
P5 - Change Request	60 mins 1hr	480 mins 8 hrs

References to time above are references to Support Hours only. Support Issues are dealt with first in order of priority, and then in chronological order.

Netitude shall use reasonable efforts to meet the timescales set out above in at least 90% of situations and shall endeavor to update the Customer from time to time regarding the status of the Support Issue.

Where a Support Issue requires remote access, the Customer agrees to procure such access as reasonably required by Netitude for the provision of the Services. Where an engineer visit is required, Netitude shall notify the Customer and the parties shall schedule a visit and any actions required.

The Services apply to the Supported Environment only and whilst Netitude shall endeavor to Resolve all valid Support Issues, it does not warrant or guarantee that it has expertise in all software and hardware, or will be able to correct all Support Issues. In particular, some Support Issues may be caused by manufacturing defects or something Out of Scope, in which event Netitude shall not be responsible.

In the event that a Support Issue needs to be referred to a manufacturer/vendor/licensor, Netitude shall provide reasonable assistance with this and with the enforcement of any warranty with such third parties. However, Netitude is not responsible for any third party support, incident, repair or replacement fees of any kind.

If the Customer is unhappy with the priority allocated to a Support Request, or if a Support Issue escalates, it may request escalation of the priority allocation, which Netitude shall (acting reasonably) consider and implement if it agrees.

5. Backup Monitoring and Management

Netitude shall be responsible for configuring the Customer's backup systems to report on the status of all backup tasks set by the Customer. These reports shall be checked by Netitude on each Business Day to determine the success or failure of backups. Any repeated backup failures will be escalated and dealt with as a Support Issue.

Netitude shall conduct a monthly backup restoration/corruption test to ensure the integrity of the backups. If Customer files cannot be backed up for a technical reason (including that they are locked, corrupt, there is a media failure, lack of storage, or scheduling issue), Netitude shall consult with the Customer on the actions to be taken to resolve such issues for the next scheduled backup.

Whilst Netitude may provide guidance on the type, number and frequency of backups, or the technical processes related to maintaining and restoring backups, this shall remain the Customer's responsibility and Netitude does not accept any liability for the loss or corruption of Customer data caused by any backup failures.

6. Server Monitoring and Management

Netitude shall be responsible for configuring the Customer's server systems within the Supported Environment to report alters regarding the [integrity, security and performance] of the system, as well as generating regular server performance reports.

Netitude shall monitor the system for server alerts to identify any immediate or potential issues with the servers (which may include issues with low disk space, high utilization of server memory, high disk activity or latency which can indicate imminent hardware failure). In the event of such an alert, Netitude shall notify the Customer and escalate it as a Support Issue.

In addition, servers will be monitored for information regarding other devices on your network, such as network attached storage and power supplies.

7. Server and Desktop Patching

To the extent that the Customer utilises software and hardware within the Supported Environment that remains supported by the relevant vendor or licensor, Netitude shall (insofar as reasonably possible) configure such elements of the Supported Environment to collect, screen and distribute on a recurring weekly basis any patches and other security updates issued by such providers from time to time (which, in the case of software, may involve configuring user desktops to download and auto-install critical and security-related patches and updates).

On a weekly basis, and to the extent that updates are not performed automatically, Netitude will monitor whether any other patches or security updates for Customer servers should be downloaded and installed manually. This activity is usually performed outside of Business Hours as servers often need to be rebooted during the process.

8. Security Monitoring and Management

Netitude shall perform an initial review of the Customer's security solutions, including (where applicable and appropriate):

- Virus and malware software is installed, functional and up to date, issuing the latest virus signatures to all devices within the Supported Environment;
- Anti-spam software and rules are up to date and spam scoring levels are appropriate to ensure accuracy of wanted and unwanted emails;
- Email content filters are active and rules are applied appropriately;
- Web content filters are active, the rule base is current and users are protected from access to inappropriate, undesirable or malicious websites;
- Firewalls are active, secure and provide a reasonable level of protection, and firewall logs indicate that any manual or automatic hacking attempts have been averted;
- Endpoint and encryption tools are active, up to date, provide a reasonable level of protection, and are well maintained.

Netitude shall report its findings to the Customer and the parties shall work together to implement any recommended changes or improvements to increase the level of security employed on the Supported Environment. Whilst Netitude shall provide guidance relating to the security of the Supported Environment, it shall remain the Customer's responsibility to ensure its security measures are implemented and enforced, and appropriate to meet the Customer's needs.

The Customer also acknowledges and agrees that security measures are not infallible and, except in the case of its own negligence, Netitude shall not be liable for any incidents that occur in relation to the Supported Environment and the integrity and security thereof.

9. Preventative Maintenance

Netitude will provide preventative maintenance (PM) on equipment within the Supported Environment where deemed necessary by the manufacturer/vendor or Netitude, in order to keep such equipment in working order. These PMs will, where appropriate, be arranged in conjunction with an engineer visit or fault call. PM does not apply to anything deemed Out of Scope.

The two primary categories of PM are:

- Printer/peripheral maintenance, completed at the frequency per annum specified by Netitude; and
- System/processor maintenance, which will be completed at the frequency per annum specified by Netitude.

The provision of PM is intended to reduce the risk of equipment faults or failures but Netitude does not guarantee that such faults or failures will not arise and shall not be liable, except in the case of its own negligence, for any equipment faults or failures which arise in the course of the Customer's business.

10. Service Management and Reporting

In order to ensure the proper and timely provision of the Services, it may be necessary for Netitude to perform initial phase activities. This may include undertaking an initial phase of remedial and corrective work to servers and other equipment within the Supported Environment, in order to bring them up to a reasonable standard which may be maintained through the provision of the Services.

Netitude shall consult with the Customer regarding the extent of any initial work and the costs related to such work, which may include the purchase and installation of hardware, software and/or networking equipment that is identified and deemed necessary.

Netitude shall keep the Supported Environment under review throughout the performance of the Services and consult with the Customer if its view is that any upgrades, additions or replacements are required to any part of the Supported Environment in order to meet the Customer's requirements.

Netitude shall provide the following reports to the Customer:

- A quarterly report summarising Support Requests issued, Support Issues, remedial actions, and Netitude's performance against the service levels set out in this Service Schedule;
- Regular reports on the server performance and results of server reboot checks, to be reviewed every 45 days;
- Issues regarding server logs, including any erroneous conditions, disk space usage trends, memory and CPU utilisation; and
- Any other reports agreed by the parties from time to time.

A designated representative of Netitude shall be available to attend quarterly review and support meetings. These may take place at a time and date to be agreed by the parties.

If the Customer has a dispute or complaint, it should notify Netitude as soon as possible. The notification should include full details of the location, time and person(s) involved, and may pertain to:

- Failure to provide the expected level of support;
- Failure to meet agreed service response times;
- Capability of the individual(s) providing the service; and/or
- Inconsiderate behaviour or attitude of individual(s).

In the case of any such notification involving Netitude personnel, the complaint will be initially investigated by the individual's line manager and subsequently reviewed by a Senior Manager or Director. Where appropriate, a report and details of action taken will be made available to the Customer.

11. Customer Obligations

In connection with the Services under the Service Schedule, the Customer undertakes and agrees that it shall:

- provide Netitude, on or before commencement of the Services, the name(s) and contact details of those authorised representatives of the Customer for the purposes of communicating regarding the Services, including those authorised to raise Support Requests and those Netitude should report to;
- ensure that all necessary access to its premises, facilities, equipment and personnel is made available to Netitude for the proper performance of the Services and in particular the provision of on-site engineer visits, and provide a safe working environment for Netitude personnel on its premises;
- permit Netitude to remove equipment from its premises if necessary for proper implementation, installation, repair or maintenance. Netitude will comply with the reasonable instructions and policies of the Customer concerning the removal and treatment of such equipment;
- permit Netitude to install and implement such monitoring, remote diagnostic and remote access software as Netitude reasonably requires for the proper performance of the Services, and permit Netitude to monitor the Customer's systems in accordance with this Service Schedule;
- notify Netitude promptly on becoming aware of any Support Issue, including any equipment defects or failures;

- be fully responsible for the proper care and use of all software and equipment within the Supported Environment, in accordance with manufacturer/vendor/licensor user documentation and instructions, and Netitude's reasonable instructions;
- not use any attachments, components, parts, devices or features in connection with any part of the Supported Environment unless approved by the relevant manufacturer/vendor/licensor or otherwise approved or recommended by Netitude;
- provide all reasonable assistance and cooperation in connection with the performance of the Services.

12. Out of Scope

Once the initial phase of work is completed (as described in section 10), the following activities, incidents, causes and issues shall be deemed Out of Scope and excluded from Netitude's obligation to provide the Services and Netitude shall have no liability in connection with any matter Out of Scope:

- any pre-existing issues as at the Commencement Date, or discovered during the initial phase of work;
- the cost of any components, consumables or replacement items and/or the installation costs of any new, substitute or additional equipment or components;
- Any equipment, software, components or materials not within the Supported Environment;
- personal equipment and devices belonging to and used by the Customer's employees, workers, agents or contractors;
- performance or maintenance of telecommunications services with any third party;
- any damage, defects, failures or other issues arising from the Customer's (or its employees, workers, agents or contractors) negligence or willful misconduct;
- any issues arising from the modification, adaptation, repair or replacement of any equipment or components other than those performed by Netitude or with Netitude's approval;
- any issues caused by use of any part of the Supported Environment other than in accordance with the applicable specifications, user guides, manuals and operating instructions;
- any breach by the Customer of any part of the Master Service Agreement;
- failure or fluctuation of electrical supplies, inadequate cooling, fire, flood, accidents or other natural disasters; or
- the failure by the Customer to implement or install any recommended update, patch or upgrade to software;
- the failure by the Customer to repair or replace any defective equipment or systems in accordance with Netitude's recommendations.

Where Netitude agrees to provide any Services in connection with anything Out of Scope, or otherwise provides additional services by agreement with the Customer, the same shall be invoiced in accordance with Netitude's standard fee rates (unless otherwise agreed in advance).

SERVICE SCHEDULE 2 - TELECOMMUNICATION & DATA SERVICES

1. Purpose of this Service Schedule

This Service Schedule applies to the provision of telecommunication and data Services to the Customer by Netitude (including but not limited to Horizon, telephony, broadband, and mobile services), as detailed further in the Order Form.

2. Definitions

For the purposes of this Service Schedule, the following definitions apply:

Broadband means the provision of broadband internet connectivity, details of which shall be set out in the Order Form;

IPT Service means the provision of internet telephony services, details of which shall be set out in the Order Form;

Minimum Spend means the monthly minimum spend commitment for each Service, as detailed in the Order Form or Tariff, or otherwise agreed by the parties;

Minimum Term means the minimum term for the Services specified in the Order Form, in default of which the minimum term shall be 12 months;

Tariff means the charges tariff(s) applicable to the Services, as specified in the Order Form or otherwise made available by Netitude from time to time; and

Third Party Terms means, as applicable:

- a) where the Services include any Gamma services (including but not limited to broadband, telephony, Ethernet and/or Horizon), the terms applicable to those services and made available at <https://www.gamma.co.uk/legal/>; and
- b) where the Services include the provision of cloud data services, Veeam's end user terms, available at <https://www.veeam.com/eula.html>.

3. Provision of the Services

We will use reasonable endeavours to provide you with the Services in accordance with the Order Form and by the date(s) we agree with you. However we will not be liable for any loss or damages should the Services not commence or restart on the agreed date.

All Services allow access to emergency services unless specifically advised otherwise within this Agreement. Such access may be subject to the availability of a power supply to the line and alternative arrangements are your responsibility in the event of a power failure.

In providing the Services we shall use the reasonable skill and care that may be expected from a competent communications service provider.

4. Broadband Services

If you are receiving Broadband and we consider that your bandwidth usage profile is abnormal or out of the ordinary (including without limitation extremely high levels of bandwidth use in a given period), we have the right to take such action as we deem appropriate which may include, without limitation, restricting or suspending your use of the Broadband, or increasing the charges you pay for the Services in accordance with this Service Schedule. We will make reasonable endeavours to inform you in advance if we impose any restrictions on your use of the Services.

Your use of the Broadband 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.

5. Telephony

All calls are routed over our chosen network. Should any calls be routed over any other network with or without your knowledge, other than during a service failure or network outage that we have notified you of or for any other reason we may agree with you, then we reserve the right to bill you at our leakage tariff in force at the relevant time.

Inbound service:

- a) we reserve the right to apply a monthly charge for each inbound number which does not carry any traffic for any period of 3 consecutive months. Where this charge has been applied and a number subsequently carries traffic in any month then this charge will not apply to the months where there is traffic.
- b) we reserve the right to apply a nominal monthly charge for each inbound number where the only Service you take from us is the Inbound Service.

- c) where you take a premium rate inbound Service you agree and acknowledge that use of this Service must comply with all relevant legislation, regulations, guidelines and codes of practice and that Netitude will not be liable where use of this Service fails to comply with the same.
- d) if an inbound number is withdrawn by any of our suppliers for reasons beyond our control we reserve the right to recover the number(s) from you immediately. We will use our reasonable endeavours to supply you with another number which is acceptable to you.

If you have an IPT Service and move location, it is your responsibility to update your address details either using the Feature Plus portal or by notifying us of any change in address so that the correct information can be supplied for Emergency Authority purposes. We are not liable for any consequences of your failure to do this.

Where you take a service which includes call recording of inbound and/or outbound calls you confirm that you have received and read our Call Recording Legal Requirements Guidance document and acknowledge that the information should not be relied upon in isolation and hereby accept that it is your responsibility to obtain legal advice to ensure you are fully compliant before recording any calls. You further confirm that you will comply with all legal requirements when using any call recording product and agree that Netitude shall 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.

6. Telephone numbers

You accept that you do not own the number(s) provided to you. Therefore, you have no right to sell or to agree to transfer the number(s) provided to you for use with the Services and you must not do so or try to do so.

You also accept that we have the right to reallocate to a third party any numbers that are provided to you for use with the Services but that you do not use for a period of six (6) months or more. However, if you continue to pay any recurring rental charges for those numbers, we shall not exercise this right.

We will put your name, address and the telephone number(s) for the Services (except in the case of IPT Services) in the telephone book published by BT for your area and make your phone number available to BT's directory enquiries database, as soon as reasonably practicable. However, we will not do so if you request in writing that we do not do so.

In relation to the IPT Service, arrangements in relation to inclusion in BT's telephone book and directory enquiries database are available on request from us.

It is your responsibility to verify that all directory entries are correct and remain correct. Other than where the error is as a result of our negligence, we accept no liability for any errors nor are we liable for any costs, financial losses or disputes that may arise from any omission or inaccuracy in the entry.

7. Changes and interruptions to the Services

We may have to do some things that could affect the receipt of the Services under this Service Schedule, including but not limited to:

- a) changing the area code, telephone number or the technical specification of the Services for operational, legal, regulatory or supplier-cause reasons;
- b) interrupting the Services for operational reasons or required to do so by a supplier;
- c) giving you instructions that we believe are necessary for health or safety or to maintain the quality and integrity of the Services that we supply to you or to our other customers.

Where we do so, we will use reasonable efforts to restore the affected Services as quickly as possible.

We cannot guarantee and do not warrant that the Services will be free of interruptions or will be fault-free and we will not be liable for any loss or damages should the Services be interrupted from time to time. You accept that there may also be degradations of the quality of the Service from time to time due to matters beyond our reasonable control, and that we will not be liable for any loss or damages should the quality of the Service we provide be affected by such matters.

8. Equipment

To the extent possible, we shall use reasonable endeavours to pass on to you the benefit of any manufacturers' warranties in relation to equipment supplied by us in connection with the Services.

Where equipment is provided, the quantity, quality and description of and any specification for such equipment shall be those set out in the Order Form.

We shall deliver the equipment to your address as specified in the Order Form or otherwise agreed by the parties.

In relation to any equipment sold to you by Netitude:

- a) risk in the equipment will pass to you on delivery;
- b) title in the equipment will pass on payment in full for such equipment and we reserve the right to require you to return to us, or for us to collect (at your cost), the equipment if you do not pay us in full by the due date for payment.

You will be responsible for installing the equipment unless otherwise agreed. We will not be liable for any loss, costs, damages or faults caused by, or repairs required as a result of, installation or misuse of, or damage to, any equipment. You agree to indemnify us for all claims, losses, damages and expenses that are brought against us, incurred by us, or arising as a result of the same.

9. Rental Equipment

Where the Order Form specifies that rental equipment shall be supplied to you, we will at all times own such rental equipment. You will not let, sell, charge, assign, sub-license or allow a third party to use the rental equipment nor remove any labels, and shall not prejudice our rights in the rental equipment in any way. We may replace the rental equipment from time to time either with your prior consent or provided that the replacement is of a specification that is at least equal to the equipment originally supplied and such change does not materially disrupt the provision of the Services.

It is your responsibility to look after the rental equipment that is in your possession or custody and you agree to notify us immediately in the event of any loss or damage to the equipment. You shall be fully liable for the costs of any repair or replacement of such equipment.

You agree that you will only use the rental equipment in conjunction with the relevant Services and shall comply with our reasonable instructions in relation to its use.

You shall be responsible for maintaining adequate cover in place to insure the equipment while it remains in your possession and custody. You will also be responsible for obtaining and, where appropriate, paying for all necessary licenses, consents and approvals required for the installation and use of the equipment.

You will not (and you will ensure that no-one else will) repair, alter, modify or maintain, or make any additions or attachments to, or otherwise alter, the equipment without our prior written consent. We will not be liable for any costs or charges incurred, faults caused by, or repairs required as a result of, installation or programming of equipment that is carried out by any other person (other than our employees or agents). You agree to indemnify us for all losses, damages and expenses that are brought against or incurred by us, arising as a result of the same.

On expiry or termination of the Master Service Agreement or the relevant Service, all rental equipment must be returned to us in reasonable condition, subject to reasonable wear and tear. If you fail to return or make available for collection the rental equipment in a reasonable condition or at all we may, at our option, invoice you for a sum equal to the original cost of the rental equipment less any depreciation together with any costs reasonably incurred by us.

10. Call monitoring

We may occasionally monitor and record calls made to or by us relating to customer services and telemarketing calls made by us, for the purpose of training and improving customer care services, including complaint handling. We and/or our suppliers may also record 999 and 112 calls.

11. Charges

Where Service Charges for the Services are based on usage, they shall be calculated according to the applicable Tariff(s) brought to the Customer's attention by Netitude from time to time. This applies whether you or someone else use the Services and whether the Services are used with your full knowledge and consent or otherwise. (This means by way of example but not by way of limitation that you are liable to pay for all calls made as a result of "rogue diallers", unbarred premium rate numbers and calls made by any third party gaining unauthorised access to your telephony systems).

The Order Form and Tariff(s) set out whether installation costs are payable for the Services we have agreed to supply to you. However, we may be unable (due to third party constraints) to confirm in advance how much these installation costs will be. If this is the case, we will give you an estimate of the installation costs prior to commencement of the installation work, but there may be excess charges. You agree to pay all installation costs actually incurred. In the event of an installation being cancelled before being completed you agree to pay all of the installation costs actually incurred to the point of cancellation which will be notified to you at the time.

You must pay the charges for any equipment that we supply to you. We will invoice you for any sold equipment in the next invoice that we send to you, following the date on which we dispatch the equipment to you. You shall also pay the rental charges for any rental equipment that we supply to you, and we shall invoice you for this on a monthly basis.

Unless otherwise stated in an Order Form, we will send you your first invoice at the beginning of the month after the Services commence and thereafter on a monthly basis, but we shall be entitled to send you an invoice at a different time, which you shall pay in each case in accordance with the Master Service Agreement.

We reserve the right to require a payment in advance of our invoice and, if we do so, you shall pay the required amount in accordance with the Master Service Agreement. This advance payment will not be more than our best estimate of your following month's invoice. Should your advance payment exceed your actual invoice then any surplus will be credited to your account to be offset against subsequent invoices, should there be no further invoices and your account is not in debit then we will refund to you any surplus after deducting any cancellation or termination charges.

We may ask for a deposit at any time, as security for payment of your invoices if it is reasonable for us to do so, which you shall pay in accordance with paragraph 10.7. Our procedures for deposits will be explained to you at the relevant time.

Our standard credit terms are payment within fourteen (14) days of date of invoice by direct debit and these are the credit terms which will apply to this Agreement unless we have agreed otherwise in writing. You must pay all charges and rental within the credit terms which we have agreed and any advance payments and deposits when we ask for them. We reserve the right to apply a nominal monthly charge for non direct debit payment methods. Where payment is arranged through a finance provider payment shall be in accordance with the terms of the finance agreement.

We reserve the right to make a nominal monthly charge for paper itemised billing; our basic online billing is provided as standard to all customers free of charge. We also reserve the right to apply a £5 per month minimum charge if your monthly invoice would be less than £5.

12. Tariffs

You hereby acknowledge and agree that we have agreed to supply the Services to you at the agreed Tariff and charges on the basis that you have committed to the Minimum Spend and Minimum Term commitments.

Our call rates for outbound calls to UK non-geographic numbers are charged according to the banding used by BT. You hereby acknowledge and agree that there may be occasions where a call type moves from one band to another band or BT change their charging structure and subsequently the charges for some of these call types may change. We will apply any change from the 1st of the month following the change and you acknowledge that we may not always be able to give you notice of such changes.

Where you take any bundled service you agree to pay for all chargeable items which are excluded from or exceed the allowance of the bundle.

13. Financing

It is agreed that where we approach a finance provider on your behalf to arrange finance for the purchase of equipment then we are acting as an agent for the Customer and not for the finance provider.

In the event that we are unable to obtain finance on the terms originally proposed or on other terms acceptable to you then we shall return any deposit received from you without further liability to you. Where third party indemnities are required by the finance provider, your failure to provide such indemnities shall constitute a breach of this Service Schedule and shall entitle us to retain any deposit paid by you.

After delivery and installation (where applicable) is completed any failure by you to complete the finance agreement documentation and/or commence payment in accordance with the terms of the finance agreement shall render you liable to pay to us the full value of the order (plus VAT) within seven (7) days of presentation of an invoice.

14. Trials

Where you take any Services on a trial basis for a reduced or zero charge for a fixed period, unless otherwise advised to you in writing, you need to give us notice in writing if you wish to cancel the product or service at or prior to the end of the trial. If you fail to give us notice then we will automatically invoice you for the product or service at the end of the trial for the remainder of the agreed Service Term.

15. Your other responsibilities

You agree to comply with our reasonable instructions relating to the Services and any equipment we supply to you in connection with the Services.

Entry to your premises:

- a) If our engineers or sub-contractors have to enter your premises you agree to let them do so within normal working hours (Monday to Friday, 9am to 5pm) or otherwise if agreed with you in advance. We will meet your reasonable requirements regarding the safety of people on your premises and you must do the same for us.
- b) If we need someone else's permission to cross, or put our equipment in, or make an installation on their premises, you must get that permission for us and make any necessary arrangements. We will not be liable for any loss or damage where this permission is not obtained by you and you agree to pay any costs actually incurred.
- c) When our work is completed, you will be responsible for putting items back and for any necessary re-decorating.

Nobody must use the Services:

- a) to make abusive, defamatory, obscene, offensive, indecent, menacing, disruptive, nuisance or hoax calls, emails or other communications;
- b) to make calls, emails or other communications in breach of privacy or any other rights;
- c) to send, knowingly receive, upload, display, download, use or re-use material which is abusive, defamatory, obscene, offensive, indecent or menacing or in breach of copyright, privacy or any other rights;
- d) to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any Service or to adversely affect our other customers or customers of our suppliers;
- e) for the carrying out of fraud, an unlawful activity or a criminal offence or in a way which does not comply with the terms of any legislation;
- f) in a way that does not comply with any instructions given by us to you;
- g) to obtain access, through whatever means, to restricted areas of the underlying network; or

If a claim is made against us because the Services are misused in these ways, you must indemnify us in respect of any sums we are obliged to pay and/or costs we incur.

When we provide your line rentals, we will route your calls through our network. No other service provider may route these calls or attempt to, and if they do we reserve the right to bar these calls.

It is your responsibility to ensure you have adequate resilience in place to protect against any loss of data, service or connectivity; this includes a separate power supply for IPT phones. We will not be liable for any loss or damage (financial or otherwise) where you fail to do so.

It is your responsibility to keep private any user names, passwords or pin codes that we may provide you with to use any of our Services. You are liable for all charges associated with the use of such user names, passwords and pin codes to access our Services unless you advise us that the security of any of the user names, passwords or pin codes may have been compromised and we confirm that we have disabled the access. Should you fail to notify us of any such compromise in security then you will remain liable for all charges incurred in accessing the Services. Where we disable any access following a compromise in security, we shall provide you with new user names, passwords or pin codes as appropriate which are subject to the terms of this paragraph.

16. Repairing faults

We will investigate any fault that is reported to us according to our standard procedures for the Service in question (which are available on request). We will use reasonable endeavours to repair any fault that is reported to us and which is directly caused by us or our employees or agents according to our standard procedures for the Service in question.

When we agree to work on a fault outside the hours covered by our standard procedures, you will be liable to pay us an extra charge at the applicable rate set out in our tariffs in force at the time.

If you tell us there is a fault in a Service and we find either that there is not or that you, someone at your premises or a third party (including, without limitation, another network operator or communications supplier) has caused the fault or the interruption in service, we may charge you for any work we have done to try to find the fault or to repair it. We are not liable for any loss or damages arising from a fault or interruption in service caused by someone other than us, and we are not responsible for fixing any faults not caused by us.

During any fault investigations, we may require you to carry out tests and we will require you to feedback any results of these tests to allow us to follow our standard procedures and conclude our investigations.

17. Termination of the Agreement / Services

If the Master Service Agreement or any of the Services under this Service Schedule are terminated during any Minimum Term applicable to each of the Services, we will levy a cancellation charge in relation to each relevant Service calculated in accordance with the following:-

- a) Each Service for which a monthly rental charge is payable - number of months remaining of the Minimum Term for that Service multiplied by the monthly rental; and/or
- b) Call Spend – number of months remaining on Minimum Term multiplied by the monthly Minimum Spend (or the average of your last three months call spend where there is no Minimum Spend); and/or
- c) Repayment of any subsidised charges or any other contribution we may have made towards any other costs, as referred to in paragraph 18; and/or
- d) Repayment of any discount or other benefit you may have received which was based on a minimum contract term commitment, and/or
- e) Any applicable cease charges as may be detailed in the Tariff.

Following a suspension of Services in accordance with the Master Service Agreement, we will only reactivate such Services after you have paid the re-activation charges as may be advised at the time.

Some Services may incur cease charges as detailed in the Tariff and these will be chargeable on termination unless otherwise agreed in writing.

18. Minimum Spend and Contract Renewal

In the event that the Minimum Spend is not specified in the Order Form, the Minimum Spend applicable to the Tariff(s) will apply. If you fail to reach the annualised Minimum Spend commitment in respect of a Service over the Minimum Term and any renewal Minimum Term for such Service then we reserve the right to bill you the difference between the actual amount you spent and the amount you committed to spend pursuant to the Minimum Spend.

If this Agreement or any individual Services are terminated during the Minimum Term or any agreed term for the relevant Service(s) and you received free or subsidised installation or activation or any other contribution towards costs of any Services, equipment, lines or third party termination charges as part of the Tariff or otherwise, then we reserve the right to impose a termination charge equal to the original cost divided by the number of the months in the relevant term, multiplied by the number of months remaining in the relevant term.

After the expiry of the initial and each subsequent Minimum Term, unless otherwise agreed with you in writing, the Services will automatically renew for a further period of 12 months. This automatic renewal reoccurs on each 12 month anniversary until the relevant Services are terminated by either party by giving 30 days written notice to expire no earlier than the end of the then current Minimum Term.

19. Changing this Service Schedule

We may change the terms and conditions of this Service Schedule (or any document referred to in this Service Schedule, including the Tariff for any Service) at any time on giving you no less than one (1) month notice. We will notify you of any changes on your monthly invoice and will post any changes or new terms and conditions on www.netitude.co.uk. You agree that if you continue to use the Services following receipt of such notice you will be bound by the new/revised conditions. We reserve the right to pass on any increase in our cost for the Services we provide to you at any time by no less than one (1) month notice, the only exception being that detailed in 10.8(b).

Other than in the case of passing on cost increases, if a change has a material adverse effect on you or the Services we provide then the termination charges detailed in paragraph 17 will not be payable by you if you wish to terminate the Master Service Agreement or any of the Services before the end of the Minimum Term applicable to each of the Services. Termination charges for any subsidised installation as described in paragraph 18 will remain in effect and will be payable by you.

20. Applicable Conditions

In addition to the terms in this Service Schedule, the Third Party Terms shall apply where applicable and you agree that you will abide by such Third Party Terms.

Where we publish separate conditions for specific Services, both conditions will apply but those conditions will take precedence over this Service Schedule in the event of inconsistencies between them.