

Intercity Technology

General Terms and Conditions

The parties to this Contract are **Intercity Technology Limited**, a company incorporated and registered in England and Wales with company number 01938625 whose registered office is at 101-114 Holloway Head, Birmingham, B1 1QP ("ITL") and the customer ("Customer") whose details are set out in the Order Form.

A Contract consists of these General Terms and Conditions together with such Order Form(s) and Service Terms as the parties may enter into from time to time.

1. Interpretation

The following definitions and rules of interpretation apply in the Contract.

1.1 Definitions

Affiliate In relation to a Party to a Contract (at the relevant time) any company which is a Subsidiary or Holding Company or which is a Subsidiary of any such Holding Company from time to time (where 'Subsidiary' and 'Holding Company' have the meanings given in section 1159 and Schedule 6 of the Companies Act 2006).

Ancillary Charges Any third-party charges as set out in the Order Form incurred by ITL relating to the provision of a Services that are not Installation Charges, Recurring Charges or Usage Charges.

Ancillary Equipment Any equipment, apparatus, Service (hardware/software), systems and cabling provided by or on behalf of, ITL to provide a Service at a Site. The Ancillary Equipment does not include the ITL Network.

Ad Hoc Expenses Any further costs, expenses, charges or fees for goods or services provided by ITL or incurred following a request by the customer for a change, additional and/or services or requirements be it under Service Terms or otherwise and including to assist or facilitate customer compliance with its obligations under a Contract.

Best Industry Practice The standards which fall within the upper half in the relevant industry for the provision of comparable

services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the Term, the pricing structure and any other relevant factors.

Beyond Use As specified in accordance with the guidelines issued by the Information Commissioner's Office from time to time.

Business Day A day which is not Saturday, Sunday or a public holiday in England and Wales.

Charges The Installation Charges, the Recurring Charges, the Non-Recurring Charges, the Usage Charges (whether or not incurred fraudulently), purchase price for Purchased Equipment and the Ancillary Charges.

Confidential Information All business and trade secrets, methods of doing business, customer lists, tariffs and pricing information and all other confidential information and material disclosed by obtained by a Party in connection with a Contract.

Connection Date The date ITL specifies that a Service is ready for use or where earlier, the date upon which the Customer first uses the Service.

Contract An Order Form and any terms set out in it together with the General Terms and Conditions and the applicable Service Terms.

Contract Term The period commencing on the date of the Contract as stipulated in the Order Form and continuing until terminated in accordance with the General Terms and Conditions.

Credit Limit A monthly financial limit on the Charges which may be incurred under all Contracts.

Customer Equipment Any equipment, apparatus, software, systems and cabling provided by Customer and used to access the Services.

Customer Manager The individual stipulated in the Order form, the details of which the Customer will ensure remains up to date, and whose decision and agreement will be binding on the customer for the Services rendered under the Contract.

Data Protection Legislation GDPR and any national implementing laws, regulations and secondary legislation, as amended or replaced from time to time, in the UK and then any successor legislation to GDPR and the Data Protection Act 2018.

Data Subject As defined in the Data Protection Legislation.

Employment Regulations The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced from time to time or any other regulations implementing the European Council Directive 77/187/EEC.

End User Any person who must be an employee of or contractor to Customer or an Affiliate, authorised by Customer to use the Service.

Force Majeure Event An event beyond the reasonable control of a Party which is not attributable to its fault or negligence, including acts of God, expropriation or confiscation of facilities, any form of government intervention, war, threat or preparation for war, hostilities, rebellion, terrorist activity, local or national emergency, civil commotion, strikes or other industrial action (other than affecting the Party seeking to rely on such event) imposition of sanctions, embargo, sabotage or riots, floods, fires, explosions or other catastrophes, natural disasters, nuclear or chemical or biological contamination, epidemic or pandemic, interruption or failure of utility service, power failures, non-availability of any third party communication services or the public Internet.

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

Installation Charges The charges, as set out in the Order Form, incurred as a result of or arising from the installation and/or implementation of the Services.

Intellectual Property Rights Patents, rights to inventions, copyright and related rights, trademarks and service 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, 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 rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

ITL Network The public electronic communications network operated by ITL, its Affiliates or its or their third-party providers from time to time.

Legislation Any applicable laws and regulations relating to the provision of the Services.

Minimum Term The minimum term stipulated in the Order Form of a Contract which commences on the Service Commencement Date .

Non-Recurring Charges The charges for a Service that are incurred from time to time, as set out in the Order Form.

Order Form Each request for a Service including any subsequent Updated Order Forms, in the format provided by ITL from time to time, issued by ITL.

Personal Data As defined in the Data Protection Legislation.

Personal Data Breach Unauthorised or unlawful Processing of Personal Data or accidental loss or destruction of or damage to Personal Data.

Phone-paid Services Authority The UK regulatory body for premium rate phone services and its successors in law from time-to-time.

Processing As defined in the Data Protection Legislation and the word "Process" shall be construed accordingly.

Processor As defined in the Data Protection Legislation.

Purchased Equipment Any equipment, apparatus, software, systems, cabling purchased by Customer from ITL.

Recurring Charges The regular charges for a Service that are incurred periodically, such as line rental, as set out in the Order Form.

Service Any service, Ancillary Equipment and Purchased Equipment provided by ITL to Customer pursuant to a Contract as more particularly described in the applicable Service Terms, and "Services" will be construed accordingly.

Service Commencement Date: The date stated in the Order Form when the Service commences and if none is stated, the Connection Date.

Service Terms The service documents setting out the service description(s) and indicated in the Order Form as forming part of the Contract.

Service Transition Form A form in the format provided by ITL from time-to-time to be used during implementation of Services for purposes of capturing and agreeing the required details and specifications to facilitate successful Service Transition and ongoing delivery of Services.

Service Transition The ITIL process for building and deploying IT services. The Service Transition lifecycle stage is used to ensure that changes to services and service management processes are carried out in a coordinated way and to agree all implementation plans, policies, methods, protocols and principles required for delivery of the Services.

Site Any premises, not owned by ITL, at which a Service is to be provided and stipulated in the Order Form.

Third-Party Operator The operator of any electronic communications network or provider or any electronic communications services over which or through which ITL may provide Services.

Third-Party Processor List A list of the Third-Party Processors, which is available on request by Customer from their ITL account manager.

Third-Party Processors ITL's Third-Party Processors, who may Process Personal Data outside of the European Economic Area, as detailed on the Third-Party Processor List.

Trial Services Any ITL Service, or service not generally available to ITL's customers.

Updated Order Form The update to the Order Form ITL may issue following completion of the required Service Transition Form.

Usage Charges The charges, as set out in the relevant Service Terms, which are incurred based on use of a Service, such as call charges or bandwidth usage charges. This covers all charges incurred including where a Service is used without the Customer's knowledge, consent or otherwise.

1.2 In a Contract:

- a) words and phrases used with capital letters have meaning given in the glossary at the end of these General Terms and Conditions, unless otherwise defined in the glossary at the end of the applicable Service Terms or in an Order Form;
- b) headings shall be for ease of reference only and shall not affect the interpretation of the Contract;
- c) time will not be of the essence and dates given are estimations only;
- d) any obligation on a Party not to do something includes an obligation not to allow that thing to be done; and
- e) references to:

- (i) Clauses are to clauses in these General Terms and Conditions;
 - (ii) a person includes a corporate or unincorporated body (whether or not having a separate legal personality);
 - (iii) one gender will include a reference to any other gender;
 - (iv) a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time under that statute or statutory provision;
 - (v) writing or written does not include faxes;
 - (vi) the Contract or to any other agreement or document referred to in the Contracts is a reference to the Contract or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Contract) from time to time;
 - (vii) words in the singular will include the plural and *vice versa*; and
 - (viii) the words "include(s)", "including" or "in particular" are deemed to have the words "without limitation" following them.
- f) in the case of a conflict or ambiguity, the order of precedence for a Contract and any documents attached to or referred to in it will be as follows, in descending order of importance:
- i) these General Terms and Conditions;
 - ii) the Service Terms; then
 - iii) the Order Form; then
 - iv) the Updated Order Form (if any); then
 - v) the Service Transition Form and documentation agreed during Service Transition; then

- vi) any documentation (if any) ITL attached to the issued Order Form and/or Updated Order Form; and then
- vii) any licence terms or other third-party terms and conditions identified in Service Terms, an Order Form and/or Updated Order Form and/or Service Transition Form as terms the parties have to comply with.

2. Ordering Services

- 2.1 Customer may from time-to-time purchase Services and Purchased Equipment from ITL. ITL will issue an Order Form and a Contract will come into existence once the Order Form has been signed by the Customer and ITL.
- 2.2 Nothing in these General Terms and Conditions will oblige ITL to accept any Order Form, nor to provide any Services, until ITL and the Customer sign an Order Form.

3. Installation and Supply

- 3.1 Upon commencement of a Contract in accordance with Clause 2, ITL will use reasonable endeavours to provision and as necessary, install the Service and will inform Customer when the Service is connected and ready for use.
- 3.2 In providing the Services ITL shall at all times:
 - a) provide the services in accordance with the Legislation (including the Telecommunications Regulations 2000 and Code of Practice issued by the Phone-paid Service Authority where applicable) and Best Industry Practice; and
 - b) allocate sufficient resources to provide the Services in accordance with the terms of the Contract.
- 3.3 ITL cannot, given the nature of the Service, guarantee that the Service will

- be continuously available or error free.
- 3.4 ITL reserves the right to cancel any Service which is specified in a Contract prior to the Service Commencement Date or within a reasonable period of time thereafter where:
 - a) the Service cannot be delivered to or installed at a Site, owing to a geographic, practical or technical restraint; or
 - b) the cost of providing or installing the Service at a Site is materially higher than the usual cost of providing the Service to a customer and Customer does not agree to pay any additional Charges requested by ITL.
 - 3.5 Customer shall provide (and shall make sure that its End Users and any Affiliates shall provide) all information and complete all documentation and information which is required by ITL in order to perform its obligations under the Contract.
 - 3.6 Immediately following contract signature ITL will, at its sole discretion, provide Customer with a Service Transition Form and notification of the dates and times available for a meeting with the Customer Manager.
 - 3.7 Both parties agree that they will ensure that they provide all reasonable assistance during any Service Transition so as to ensure that it is completed without undue delay and where a timetable or implementation plan is agreed that the milestones and other requirements therein are achieved within the time provided therefore. As such the parties undertake to react, respond and/or accept or reject as may be required, without delay to any request or requirement for information, assistance and/or approvals and agree in so far as it is required to accept or reject, that acceptance will be deemed should a party fail to reject within three (3) Business Days from the date of the request.
 - 3.8 The Customer will at all times:
 - a) provide ITL with access to appropriate members of the Customer's staff, as such access is reasonably requested by ITL in order for ITL to establish any details required for it to comply with its obligations under this Contract and for the parties to agree any outstanding information, project and implementation plans, methods and principles required for successful rendering of the Services as set out in these Service Terms and discharge its obligations under this Contract;
 - b) respond to and provide such documentation, data and other information as ITL reasonably requests in order for the parties to agree any outstanding points and for ITL to perform its obligations under this Contract;
 - c) to the extent that the following are not expressly provided for elsewhere in this Contract, using all reasonable endeavours, respond to requests for information in a prompt and timely manner, where such requests are reasonably made by or on behalf of the ITL to enable ITL to comply with its obligations under this Contract.
 - 3.9 The Customer agrees and accepts that ITL will rely on the information disclosed by the customer prior to and during Service Transition and any delays caused and/or costs, expenses, claims or penalties etc. ITL may incur as a result of such information not being correct, or as a result of a failure to provide information requested or obviously relevant, will be for the account of the Customer and ITL will be entitled to include such costs, expenses, claims, penalties etc in the next invoice together with an Updated Order Form, at ITL's sole discretion.
 - 3.10 Both parties will cooperate in good faith and will take all such necessary steps to ensure that the Service Transition Form together with any project and implementation plans,

policies, methods and principles are agreed and completed within the time period stated in the Order Form or such other date as both parties may agree to in writing.

- 3.11 Notwithstanding any provision in this Contract to the contrary, where the Service Transition Form has not been completed at the time stipulated in it as a result of a failure or delay by the Customer the Recurring Charges will be invoiced and become payable as set out in the General Terms and Conditions no later than 4 weeks after the date of Contract signature by the Customer.
- 3.12 During transition of the Services at the end of a Contract ITL will provide for a period of thirty (30) days (or such longer period as the parties may agree to in writing) following termination (other than for termination under Clause 8.4 f)), such assistance as is reasonably required to facilitate in so far as reasonably possible uninterrupted transfer subject to acceptance of ITL's reasonable additional service charges and ongoing payment of the Charges.
- 3.13 The Customer agrees and accepts that ITL may record calls where a Service provides for such facility and ITL agrees and undertakes not to keep call recordings for purposes other than as allowed in law (network, services and incident performance monitoring and management) and for no longer than allowed in law.

4. Use of the Services

- 4.1 The Services are provided for use by Customer and End Users in the course of Customer's business and on the condition that Customer does not resell or otherwise make the Services available to any other person.
- 4.2 The Customer undertakes to use the Services, and to procure that each End User uses the Services, in accordance

with the following:

- a) the terms and conditions of the Contract, the Legislation and any laws and regulations applicable to Customer's use of the Services;
 - b) any supplier and/or vendor terms and conditions referred to in the Service Terms (the Customer accepts and agrees that direct access to these terms and conditions will be provided upon written request, and a failure by the Customer to request such will not relief the Customer from complying with these terms and conditions) as legally binding under a Contract; and
 - c) any reasonable operating instructions as may be notified to Customer by ITL from time to time.
- 4.3 Without prejudice to ITL's obligations to provide a particular Service, Customer is responsible for the security of the Customer and End User's use of the Services including protecting all passwords, backing-up all data, employing appropriate security devices, including virus checking software and having suitable disaster recovery processes in place. As such, the Customer remain responsible for all Charges incurred as a result of a failure to comply with the provisions of this clause, including fraud and dishonesty.
- 4.4 Without limiting Clause 4.2, Customer will not and will procure that each End User will not use a Service to:
- a) send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;
 - b) download, possess or transmit in any way, illegal material;
 - c) engage in criminal, illegal or unlawful activities;
 - d) violate or infringe the rights or

- property of any person, including rights of copyright and any other Intellectual Property Rights, privacy or confidentiality;
- e) intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;
 - f) send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount that Customer knows or ought reasonably to know will have a material adverse effect on the ITL Network (or any part of it) or the provision of the Services or ITL's customers; and
 - g) send any 'significant volume' of data across the ITL Network without providing ITL with at least five (5) Business Days' written notice. For the purposes of this Clause, 'significant volume' means more than five thousand (5,000) calls in fifteen (15) minutes delivered to one number or the aggregate of calls to non-geographical numbers pointing to one number.
- 4.5 Where ITL provides telephone numbers to the Customer as part of an inbound solution, such numbers can only be used for purposes of the inbound solutions and any other use (for outbound calls for example) will be regarded as a material breach of the relevant Contract.
- 4.6 The Customer furthermore agrees that it will under no circumstances use telephone numbers provided by ITL (if any) to make automated outbound calls, and such use will be regarded as material breach of the relevant Contract.
- 4.7 Where the Customer receives any telephony Services from ITL, it will ensure that it at all times keep installation addresses and other

relevant details which will have an impact on emergency services, up to date including postal addresses for telephone numbers validated by the Royal Mail postcode and address finder and correct any discrepancies forthwith without delay. The Customer will furthermore fully and without delay cooperate with any audits by ITL to ensure compliance.

- 4.8 The Customer hereby indemnifies and keep ITL and its Affiliates indemnified and harmless against all losses, damages, costs or expenses and other liabilities (including all legal costs and expenses) incurred by, awarded against or agreed to be paid by ITL and any of its Affiliates arising out of or in connection with any claim made or threatened against ITL or an Affiliate of ITL by a third party arising out of or in connection with Customer's or End User's breach of this Clause 4.
- 4.9 Where the Customer or an End User uses a Service to access the internet, other networks, websites or content, the Customer accepts that ITL shall have no responsibility for the same and that the Customer shall access the same at its own risk. The Customer shall be responsible for all charges arising from such access.

5. Service Management

- 5.1 Subject to Clause 5.2 a) ITL will have the right to withdraw or change a Service and to terminate or vary any affected Contracts for all customers to:
- a) comply with any law, regulation or safety requirement; or
 - b) take into account the withdrawal of or a significant change to the technology used to provide the Service.
- 5.2 In relation to any withdrawal or change under Clause 5.1, ITL will:
- a) give the Customer not less than three (3) months' notice, unless made to comply with a regulatory or mandatory

change when ITL shall give as much notice as reasonably practicable; and

- b) use reasonable endeavours to avoid any material adverse impact on the nature or quality of the Service.

5.3 If Ancillary Equipment is required to be installed, used or maintained at a Site, then the Customer shall:

- a) provide ITL with all necessary assistance, documentation and access to premises and property to enable ITL to carry out the installation or maintenance on time;
- b) carry out all preparatory work notified by ITL to allow ITL to carry out the installation or maintenance on time; and
- c) at its own cost and expense provide:
 - i) suitable space and environmental conditions for the Ancillary Equipment; and
 - ii) all necessary services at the Site for the installation, use and maintenance of the Ancillary Equipment.

6. Charges, Payments and Rebates

6.1 ITL will invoice the Customer electronically for the Charges and Ad Hoc Expenses, payable under a Contract and the Customer agrees that it will pay invoices by direct debit within seven (7) days of the date of the invoice.

6.2 All Monthly Recurring Charges will be invoiced monthly in advance, the first invoice to be issued after Contract conclusion, unless a specific go-live date is agreed as part of implementation of Services in the Service Transition Form, in which event the agreed go live date will be the date of invoice of the first Monthly Recurring Charge.

6.3 All Installation Charges will be invoiced in full immediately after Contract

conclusion unless agreed otherwise in an Order Form; and

- a) All other Charges and Ad Hoc Expenses will be invoiced monthly in arrears.

6.4 Customer may pay an invoice by a payment method other than direct debit, subject to ITL's written agreement and payment of a reasonable administrative charge to be added by ITL to the Charges.

6.5 The Customer may request a paper invoice, subject to payment of a reasonable administrative charge. A request for a paper invoice does not suspend the Customer's obligation to pay the Charges.

6.6 All amounts payable by the Customer under Contract are exclusive of Value Added Tax which will be charged in addition.

6.7 If the Customer in good faith disputes an invoice or any part thereof and wishes to withhold the disputed sum, the Customer must notify ITL in writing of the dispute not more than one (1) month after the date of the invoice and make payment of any undisputed amount in accordance with the terms of the Invoice. The Customer may still dispute an invoice in good faith more than one (1) month after the date of the invoice, but the Customer must make payment in full of the invoice notwithstanding the dispute raised. In each case, the Customer must provide reasonable details of the dispute to allow ITL to investigate. When the dispute is resolved a Party will settle any amount owing to the other immediately upon resolution.

6.8 Without limiting any other right or remedy of ITL:

- a) if the Customer fails to make any payment due to ITL under a Contract by the due date for payment, ITL will have the right to charge interest on the overdue amount at the rate of 8% per cent per annum above the then

- current Bank of England base rate, accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment and compounding quarterly;
- b) if a direct debit is dishonoured or cancelled, ITL will have the right to make a reasonable administration charge;
 - c) ITL may set off any amount owing to it or its Affiliates by the Customer against any amount payable by ITL to the Customer; and
 - d) if the Customer has not paid an invoice by the due date ITL shall be entitled to suspend any further deliveries of any Ancillary Equipment or the provision of any Services until ITL has been paid in full.
- 6.9 All Charges payable by the Customer to ITL will be paid free from set off or retention of any amounts due by ITL or any of its Affiliates to the Customer under any Contract, this agreement or any other agreement.
- 6.10 Subject to Clause 8.2 c) ITL may vary the Charges at any time by giving the Customer one (1) month's notice to reflect changing arrangements with any Third-Party Operator or changing legal, regulatory or business requirements. The revised Charges will apply to all Services provided after the effective date of the notice of change.
- 6.11 Following completion of the Service Transition Form, the Supplier may, at its sole discretion, provide the Customer with an Updated Order Form that reflects any changes in the Charges and Services for any additional equipment, software and services identified during Service Transition and captured in the Service Transition Form or other agreed documentation, as to be included under the Services.
- 6.12 ITL may increase the Charges on an annual basis, typically during April, in

line with the Retail Price Index and the Consumer Price Index and other inflationary measures.

- 6.13 Upon expiry or termination of a Contract, should the Customer be required to vacate (including the removal of Customer Equipment) any premises and/or Site owned or leased by ITL or ITL's third party used in the delivery of the Service, the Customer must immediately make good any damage to any premises and/or Site caused by them vacating the premises and/or Site and the Customer must carry this out to ITL's satisfaction.
- 6.14 If the Customer fails to carry out the necessary work in compliance with clause 6.13, it must pay ITL on demand and as a debt any and all costs and expenses, Charges and Ad Hoc Expenses incurred by ITL in making good such damage caused.

7. Credit Limit

- 7.1 ITL may perform a credit check on the Customer if the Customer's financial circumstances change subsequent to acceptance of an Order Form and may impose a Credit Limit on the Customer's account. Any Credit Limit imposed can be amended on notice. If the Customer exceeds such Credit Limit:
 - a) ITL may demand immediate payment of all unpaid Charges; and
 - b) the Customer will remain responsible for all Charges incurred, including those exceeding the Credit Limit.

8. Term and Termination

- 8.1 A Contract will commence on the Service Commencement Date and continue for the Minimum Term whereafter it will continue for consecutive twelve (12) month periods until terminated by either party on no less than three (3) months' written notice, such notice to expire no earlier

than the last day of the Minimum Term, or the last day of the subsequent twelve (12) month rolling term. Where the Customer purchases Service that has a shorter roll and notice period, the provisions contained in the relevant Service Terms will override this clause 8.1 in so far as it contradicts this clause 8.1.

8.2 The Customer may terminate a Contract by giving notice in writing to ITL:

- a) as provided for in clause 8.1;
- b) if ITL is in material breach of the Contract which, if capable of remedy, has not been remedied within thirty (30) days of receipt of written notice specifying the breach in reasonable detail and requiring its remedy;
- c) on thirty (30) days' notice if any changes made to the Services pursuant to Clause 6.10 are to Customer's material detriment; or
- d) forthwith if the circumstances in Clause 13.4 arise.

8.3 Where a Contract comprises multiple Services, the Customer's right of termination will be construed in relation to the affected Service only.

8.4 ITL may terminate any or all Contracts (or part thereof at ITL's sole discretion) by giving notice to the Customer:

- a) as provided for in clause 8.1;
- b) if the Customer is in material breach of a Contract, which if capable of remedy, has not been remedied within thirty (30) days of written notice specifying the breach in reasonable requiring its remedy;
- c) forthwith, if the Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or goes into liquidation, whether voluntary or compulsory (other than for the purpose of a solvent reconstruction or amalgamation) or an encumbrancer

takes possession of or receiver is appointed in respect of its assets;

- d) under Clause 3.4;
- e) forthwith if the circumstances in Clause 13.4 arise; or
- f) forthwith if the Customer fails to pay any invoice within fourteen (14) days of date of invoice.

9. Suspension

9.1 ITL may, without prejudice to any other right which it might have, elect to suspend forthwith the provision of all or part of a Service under any or all Contracts until further notice on notifying the Customer either orally (confirming such notification in writing) or in writing if:

- a) ITL is entitled to terminate a Contract;
- b) ITL has reasonable grounds to believe that the Customer or an End User is using the Service in breach of Clause 4;
- c) ITL or any third-party providing equipment or services to ITL in connection with the provision of the Services is obliged to suspend the same in order to comply with any legislation, an order, instruction or request of government, regulatory authority, emergency services organisation or other competent authority;
- d) the Customer exceeds the Credit Limit under Clause 7.1 and has not remedied this situation within five (5) Business Days of receiving written notice from ITL requiring Customer to do so.

9.2 If ITL exercises its rights under:

- a) Clause 9.1 as a consequence of the breach, fault, act or omission of the Customer or an End User, the Charges will continue to be payable and the Customer will pay to ITL all reasonable costs and expenses incurred by the implementation of such suspension and any recommencement of the provision of Services; or

- b) Clauses 9.1 b) or 9.1 c), ITL will limit the suspension to the Service in respect of which the breach has occurred or to which it is obliged to so suspend.

10. Liability

10.1 Nothing in a Contract will exclude or limit a Party's liability arising from or in connection with:

- a) any death or personal injury caused by the negligence of such Party, its agents, sub-contractors, officers, directors or employees;
- b) any fraudulent acts or omissions of or fraudulent representations made by such Party, its agents, sub-contractors, officers, directors or employees;
- c) any breach of statutory implied terms as to title;
- d) any other liability which cannot be excluded or limited by law;
- e) any indemnity given by such Party in a Contract unless otherwise expressly agreed in writing with specific reference to the applicable indemnity clause number;
- f) any breach of Clauses 16 or 17; and
- g) any liability to pay the Charges.

10.2 Subject to Clause 10.1, a Party will not be liable to the other Party in contract, tort (including negligence) breach of statutory duty or otherwise for:

- a) indirect, consequential or special loss or damage;
- b) loss of opportunity, agreements or contracts;
- c) loss of anticipated savings;
- d) loss arising from damage to a brand, reputation or goodwill;
- e) loss of profit or anticipated profit;
- f) loss of business or contracts;
- g) loss of revenue or anticipated revenue;
- h) loss of use, degradation or corruption

of software, data or information; and

- i) claims brought by or ex-gratia payments made to the Customer's customers or any other third party.

10.3 Subject to Clauses 10.1 and 10.2, a Party's total aggregate liability under or in connection with all Contracts to the other is as follows:

- a) for damages to fixed property caused by the negligence of its employees and agents in connection with a Contract shall not exceed five-hundred-thousand pounds (£500,000) for any event or series of connected events; and
- b) for all other loss or damage which does not fall within sub-clauses (a), shall not exceed twice the Recurring Charges paid by the Customer under all Contracts during the contract year in which the claim arises, subject to a maximum of five-hundred-thousand pounds (£500,000).

10.4 Where service credits are provided for in Service Terms, the service credits will be the Customer's sole remedy for the relevant failure and/or breach.

10.5 Except as expressly set out in a Contract and to the extent permissible by law, all other warranties, terms and conditions, guarantees as to quality or fitness for a particular purpose of the Services or any other conditions or guarantees, whether express or implied by law, custom or otherwise are excluded.

10.6 The Customer accepts and agrees that due to the nature of software, equipment and telephone services, the compatibility and uninterrupted or undegraded functioning thereof cannot be guaranteed and as a result, ITL will under no circumstances be liable for any damages, losses, penalties or claims whatsoever (subject to Clause 10.1 as a result of incompatibility, interruption or degradation for reasons that are not within ITL's control.

11. Equipment, Risk and Title

11.1 Property in and ownership of the:

- a) Ancillary Equipment remains with ITL or its suppliers at all times;
- b) Customer Equipment remains with Customer at all times; and
- c) Purchased Equipment remains with ITL or its suppliers until the Customer has paid ITL the Charges for the Purchased Equipment in full, when property and ownership will pass to the Customer;

11.2 The Customer must clearly identify any Ancillary Equipment at the Sites as ITL's property.

11.3 Risk in and liability for Ancillary Equipment and Purchased Equipment passes to the Customer on delivery of each item thereof. The Customer must insure the Ancillary Equipment in respect of all relevant risks from delivery. The Customer will provide a copy of the insurance policy to ITL upon request.

11.4 The Customer must:

- a) not, nor permit any other person, to sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the Ancillary Equipment or suffer any distress, seizure or execution to be levied against any Ancillary Equipment;
- b) keep the Ancillary Equipment at the Site, with the exception of mobile devices;
- c) house, keep and use any Ancillary Equipment in accordance with any written instructions notified to the Customer by ITL from time-to-time or, in the absence of instructions, to the same standard as a reasonable owner of the Ancillary Equipment would if it were their property;
- d) in the case of an emergency, take whatever steps as are reasonably necessary to safeguard the Ancillary

Equipment and notify ITL as soon as possible the circumstances of such emergency;

- e) ensure the Ancillary Equipment is kept safe and not damaged;
- f) not remove, tamper with or obliterate any words or labels on the Ancillary Equipment or any part thereof; and
- g) permit ITL or its agent to inspect, test and maintain the Ancillary Equipment at all reasonable times and on reasonable notice.

11.5 The Customer must immediately notify ITL of any loss or damage to any Ancillary Equipment. Without prejudice to ITL's other rights and remedies, where the Customer breaches the provisions of this Clause 11:

- a) the Customer indemnifies and promises to pay on demand ITL for the costs of repairing or replacing any Ancillary Equipment damaged by Customer's or End User's breach of this Clause 11; and
- b) ITL will not be liable to the Customer for any failure to provide the Service as a result thereof.

11.6 ITL will replace Ancillary Equipment where ITL is satisfied that there is a fault with it. Under such circumstances the Customer is required to immediately return the faulty Ancillary Equipment to ITL.

11.7 ITL does not provide any warranty in respect of any Purchased Equipment but, where possible, will provide the Customer with the benefit of any manufacturer's warranty.

11.8 ITL will be entitled, after termination (for any reason whatsoever) of a Contract by giving notice of its intention to repossess the Ancillary Equipment, to:

- a) require the Customer (at the Customer's cost and risk) to immediately return the Ancillary

Equipment to ITL; or

- b) enter upon any premises with such transport as may be necessary and repossess any Ancillary Equipment.
- 11.9 The Customer agrees and accepts that it will not receive ownership of any telephone numbers, dialling codes and/or static IP addresses and that ITL can, on written notice, remove it from the Customer or charge for retention where it has been inactive for six consecutive months or usage amounted to 5 minutes or less during any calendar month, unless ITL has been notified in advance in writing that it is part of a disaster recovery plan.

12. Sites and Access

- 12.1 The Customer must procure at its own expense all permissions, licenses, waivers, consents, registrations, Site access and approvals necessary for ITL to deliver, install and provide the Services at the Sites.
- 12.2 Where Ancillary Equipment is required to be installed at a Site, the Customer must prepare the Site in accordance with ITL's reasonable instructions.
- 12.3 Where Ancillary Equipment is required to be installed at a Site, the Customer must prepare the Site in accordance with ITL's reasonable instructions.
- 12.4 The Customer will provide or procure a safe working environment at the Site for ITL employees and anyone acting on ITL's behalf. ITL's employees or anyone acting on ITL's behalf will observe the reasonable regulations affecting the Site as previously advised in writing to ITL.

13. Force Majeure

- 13.1 A party will not be liable for any delay in performing or failure to perform any of its obligations under a Contract (other than the Customer's obligation to pay the Charges) which occurs as a

result of a Force Majeure Event.

- 13.2 If either party is delayed or prevented from or hindered in performing its obligations under a Contract by a Force Majeure Event, such party shall:
 - a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible;
 - b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under the Contract; and resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention;
- 13.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, negligence or failure to take reasonable precautions against the relevant Force Majeure Event.
- 13.4 In the event that a Force Majeure Event continues for a period of sixty (60) days, the Party not subject to the Force Majeure Event will have the right to terminate in accordance with Clauses 8.2 and 8.4.

14. Dispute Resolution

- 14.1 If a dispute arise out of or in connection with a Contract or the performance, validity or enforceability of it, then (except for the recovery of Charges, equitable, interim, interlocutory or urgent relief including injunctions) the disputing party will give the other written notice of the dispute setting out the nature and full particulars together with supporting documents. On service of the dispute notice both parties shall attempt in good faith to resolve the dispute.
- 14.2 No party may commence any court or alternative dispute resolution proceedings in relation to the whole or part of the dispute (other than as provided for in Clause 14.1) until thirty (30) days after service of the dispute

notice.

15. Warranties and Representations

- 15.1 Each party warrants, represents and undertakes that:
- a) it has full capacity and authority to enter into and perform a Contract;
 - b) Contracts(s) will be executed by duly authorised representatives of that party;
 - c) there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this agreement; and
 - d) it has and will continue to hold at its own expense all permissions, licences, waivers, consents, registrations and approvals necessary for ITL to deliver, install and provide the Services at the Sites.
- 15.2 ITL warrants, represents and undertakes that:
- a) it will perform and procure the performance of its obligations under Contracts in compliance with the Legislation;
 - b) it has and will continue to hold, all consents and regulatory approvals necessary to provide the Services; and
 - c) it shall discharge its obligations under Contracts using personnel of required skill, experience and qualifications and with all due skill, care and diligence.
- 15.3 The Customer warrants that any information which it (or any End User or Affiliate) provides to ITL in connection with the Contract or the provision of Services is and will be complete and accurate.

16. Confidentiality

- 16.1 Neither Party will disclose to any third party without the prior written consent of the other Party any Confidential Information which is received from the other Party as a result of a Contract. Both Parties agree that any Confidential Information received from the other Party will only be used for the purposes of performing its obligations under a Contract. These restrictions will not apply to any information which:
- a) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 16; or
 - b) is acquired from a third party who owes no obligation of confidence in respect of the information; or
 - c) is or has been independently developed by the recipient without use of the other Party's Confidential Information.
- 16.2 Notwithstanding Clause 16.1, either Party will be entitled to disclose the Confidential Information of the other Party to:
- a) a third party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal duty or requirement (other than a contractual duty or requirement) to disclose Confidential Information;
 - b) another party solely where it is necessary to discharge an obligation under a Contract. Prior to disclosing any Confidential Information pursuant to this Clause 16.2 b), the disclosing Party shall ensure that any recipient is subject to obligations of confidentiality of a nature equivalent to those set out in this Clause 16. Each Party shall remain liable to the other Party for any breaches of this Clause 16.2 b) by any recipient.
- 16.3 The Customer shall keep all passwords

and other security codes (“Codes”) issued by ITL confidential and only disclose them to persons within the Customer’s business on a need-to-know basis and to no other third parties except as otherwise permitted under the Contract. ITL shall be entitled to change the Codes from time to time after first providing where reasonably practicable written notice to Customer detailing the change.

- 16.4 The Customer shall inform ITL immediately if the Customer suspects that the confidentiality of the Codes has been prejudiced and ITL shall assist the Customer to change all affected Codes. The Customer remains responsible for all actions committed by any person whilst logged on using Codes.

17. Intellectual Property

- 17.1 All Intellectual Property Rights in the Services will be owned by ITL, its licensors and its Affiliates.
- 17.2 ITL grants to the Customer a non-exclusive, royalty-free licence to use such within the United Kingdom, for the sole purpose of utilising the Services in accordance with the terms of the Contract and any usage guidelines that ITL may provide from time to time. The Customer shall not reproduce any software provided by ITL, save that the Customer may make a single back-up copy of such software for security purposes only. The Customer shall not modify, adapt, translate, reverse engineer or disassemble such software.
- 17.3 The Customer grants to ITL and its Affiliates a non-exclusive, royalty-free licence to use, copy and interface with any Intellectual Property Rights within the United Kingdom in any Customer Equipment and the information and data in the Services or the purpose of performing ITL’s obligations under the Contract.

- 17.4 Notwithstanding Clause 16.2, Customer will not be entitled to use the name, trademark, trade name or other proprietary identifying marks or symbols of ITL or its Affiliates without ITL’s prior written consent.

- 17.5 The Customer will not and will procure that its personnel and where used, its sub-contractors and their personnel, do not do anything (whether by omission or commission) during the Contract or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights in the Services.

- 17.6 The Customer will not obtain any rights in respect of any of Intellectual Property Rights in the Services by virtue of the Contract.

18. Data Protection

- 18.1 This Clause 18 applies only to the extent that ITL is Processing Personal Data on behalf of the Customer.
- 18.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation.
- 18.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and ITL is the Processor.
- 18.4 Clause 18.8 sets out the scope, nature and purpose of Processing by ITL, the duration of the Processing, the types of Personal Data and the categories of Data Subject.
- 18.5 Without prejudice to the generality of Clause 18.2:
- a) the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to ITL for the purposes of the Contract; and
 - b) ITL will:
 - i) Process Personal Data only on the written instructions of the

Customer, including regarding transfers of Personal Data outside of the European Economic Area, unless ITL is required to do so by a legal obligation and if so, ITL will notify the Customer of this before such Processing, unless a legal obligation prohibits this;

- ii) ensure that all personnel authorised by ITL to Process Personal Data are obliged to keep the Personal Data confidential.
- iii) ensure that it has in place appropriate technical and organisational measures designed to protect against a Personal Data Breach, appropriate to the harm that might result from such Personal Data Breach and the nature of the Personal Data to be protected. ITL shall have regard to the state of technological development and the cost of implementing any measures, including, where appropriate
 - A. pseudonymising and encrypting Personal Data;
 - B. ensuring confidentiality, integrity, availability and resilience of its systems and services;
 - C. ensuring that the availability of and access to Personal Data can be restored in a timely manner after an incident; and
 - D. regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;
- c) notify the Customer without undue delay if it becomes aware of a Personal Data Breach;
- d) assist the Customer in responding to any requests from Data Subjects and in ensuring compliance with its obligations under the Data Protection

Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, save that if this is not within the reasonable remit of the Services, this will be at Customer's cost;

- e) at the Customer's written direction, delete (or put Beyond Use) or return Personal Data to Customer once provision of the Services has ceased, unless required by a legal obligation to store Personal Data; and
- f) maintain records and information to demonstrate its compliance with Clauses 18.5, 18.6 and 18.7 and where this is not sufficient, allow for audits by the Customer or the Customer's auditor solely to demonstrate compliance, at the Customer's cost, provided that:
 - i) the Customer:
 - A. will not exercise its audit rights more than once in any three-year period save where the Customer reasonably believes that owing to a Personal Data Breach a further audit is required;
 - B. gives at least thirty (30) days' written notice of its intention to audit, including specific details on the scope of the audit and any required evidence;
 - C. conducts its audit during normal business hours and limits its audit to a maximum of two (2) Business Days; and
 - D. takes all reasonable measures to prevent material business interruption to ITL
 - ii) such audit is subject to the confidentiality provisions of the Contract; and

- iii) ITL may demonstrate its compliance with Clauses 18.5 b) and 18.7 by complying with an approved code of conduct or by obtaining an approved certification.
- 18.6 The Customer consents to ITL appointing the Third-Party Processors to assist it in providing the Services. If ITL intends to change any of the Third-Party Processors, it will notify Customer by updating the Third-Party Processor List, thereby giving the Customer the opportunity to object to such change.
- 18.7 ITL shall ensure that all agreements with the Third-Party Processors will incorporate terms that are substantially similar to those set out in this Clause 18. If a Third-Party Processor fails to fulfil its data protection obligations to the Customer, ITL will remain fully liable to the Customer for such Third-Party Processor's obligations.
- 18.8
 - a) Scope of Processing – ITL Processes Personal Data to enable it to provide, manage, enhance, review the Services and to discharge any legal obligation imposed upon it.
 - b) Nature and Purpose of Processing – ITL Processes the Personal Data to provide the Services.
 - c) Categories of Personal Data– Email addresses, internal phone numbers and data stored within call recordings.
 - d) Categories of Data Subject – the Personal Data Processes shall concern only the following categories of Data Subjects:
 - i) officers and staff of the Customer, including employees, consultants, volunteers, agents, temporary workers, casual workers and other individuals authorised to act on behalf of the Customer;

- ii) End Users or their authorised representatives; and
 - iii) third parties where stored within call recordings.
- e) Duration of Processing – during the provision of the Services, ITL shall Process Data for no longer than is necessary for the purposes for which it is Processed.

19. Trial Services

- 19.1 From time-to-time ITL may invite the Customer to try Trial Services. The Customer may accept or decline any such trial. Trial Services are provided for evaluation purposes “as is” and not for live or commercial use, are not supported, may contain defects, and may be subject to additional terms.
- 19.2 Trial Services are not considered “Services” and the exclusions set out in Clause 9.4 shall apply to all Trial Services. ITL may terminate any Trial Service at any time in its sole discretion and is under no obligation to make any Trial Service commercially available.

20. Severance

- 20.1 If any provision of a Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable:
 - a) the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable; or
 - b) to the extent that modification under Clause 20.1 a) cannot be implemented, such provision or part-provision shall, to the extent required, be deemed not to form part of such Contract, and the validity and enforceability of the other provisions of such Contract shall not be affected.

21. Assignment and Subcontracting

- 21.1 The customer will not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under a contract without the prior written consent of ITL, which consent will not be unreasonably withheld.
- 21.2 ITL will be entitled to make use of sub-contractors in the rendering of the Services and supply of Purchased Equipment but will remain fully liable for provision of the Services and supply of the Purchased Equipment as set out in the Contract.

22. Waiver

- 22.1 A waiver of any right or remedy under a Contract or by law is only effective if given in writing and expressed to be a waiver and will not be deemed a waiver of any subsequent breach or default.
- 22.2 A failure or delay by a Party to exercise any right or remedy provided under a 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 a Contract or by law will prevent or restrict the further exercise of that or any other right or remedy.
- 22.3 The Customer may not bring any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims) after the date twelve (12) calendar months after the date it first became aware or ought reasonably to have become aware of the facts giving rise to the liability or alleged liability or within the relevant statutory limitation period, whichever is the earlier.

23. Third Party Rights

- 23.1 The Phone-paid Service Authority

may directly enforce the provisions of a Contract under the Contract (Rights of Third Parties) Act 1999 in so far as such provisions relate to regulation of a Service by the Phone-paid Services Authority.

- 23.2 Each Contract will enure for the benefit of ITL and its Affiliates from time to time.
- 23.3 Except as expressly provided in Clauses 23.1 and 23.2, a person who is not a party to a Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.
- 23.4 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under a Contract are not subject to the consent of any other person.

24. Notices

- 24.1 All contractual notices for a Contract must be in writing and be sent either by letter or email as follows:
 - a) In the case of ITL:
 - i) Address: 101-114 Holloway Head, Birmingham B1 1QP, United Kingdom Attention: Customer Services Director or
 - ii) Email: customerservice@intercity.technology; or
 - b) in the case of Customer::
 - i) Address: using the details set out on the Order Form attached to these General Terms and Conditions; or
 - ii) Email: using the email details set out on the Order Form attached to these General Terms and Conditions.
- 24.2 Operational correspondence should be sent to a Party's usual operational contact(s).

24.3 A Party may change the details recorded for it in this Clause 24 by notice to the other in accordance with Clause 24.1.

24.4 Notices are effective where:

- a) delivered by hand, at the time of signature of a delivery receipt or at the time the notice is left at the relevant address;
- b) sent by guaranteed next Business Day delivery service providing proof of postage, at 09:00 am on the second Business Day after the posting date;
- c) sent by email, on the sending date in the sender's time zone where sent before 5 pm in the recipient's time zone on a Business Day or on the next Business Day where sent after 5pm, in each case as verified by written or automated notification or by electronic log.

25. Non-Solicitation and TUPE

25.1 Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the Service or (in the case of the Customer) in the receipt of the Services at any time during the Contract Term or for a further period of 6 months after the termination of this agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

25.2 If either ITL or the Customer commits any breach of Clause 25.1, the breaching party shall, on demand, pay to the claiming party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the

recruitment costs incurred by the claiming party in replacing such person.

25.3 The Customer warrants that the commencement or rendering of the Services by ITL will not be or cause a relevant transfer to which TUPE or the Directive will apply in relation to any employees of the Customer or any of its suppliers, agents or sub-contractors and the Customer hereby agrees to indemnify and hold ITL harmless on demand against any costs, expenses, losses, damages or other pecuniary impacts that may be claimed or ordered against ITL or that it may incur as a result of any individual(s) claiming that its employment transferred to ITL or any of its suppliers, agents or sub-contractors as a result of the provisions of TUPE or the Directive.

26. Variations

26.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

26.2 Without prejudice to the generality of the foregoing, ITL may amend Contracts as a consequence of:

- a) any legal or regulatory change, or where required by a regulator of ITL or a Third-Party Operator; or
- b) where required to ensure that ITL complies with any amended terms and conditions upon which a Third-Party Operator makes a Service available to ITL.

26.3 ITL reserves the right at any time to make a change to the Third-Party Operator.

27. Entire Agreement

27.1 Each Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises,

assurances, covenants, indemnities, commitments, warranties, representations, statements and understandings between them howsoever made, whether express or implied and whether made innocently or negligently (“**Statements**”) relating to its subject matter.

- 27.2 Each Party acknowledges that in entering into a Contract it does not rely on and shall have no remedies in respect of any Statements that are not expressly stated in the applicable Contract.
- 27.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any Statements or terms of a Contract.

28. Survival of Clauses

- 28.1 The expiry or termination of a Contract will not affect any provisions of it as are expressed to operate or have effect after its termination and will be without prejudice to any right of action already accrued to either Party in respect of any breach of a Contract by the other Party.

29. Anti-Bribery

- 29.1 Both Parties shall:
 - a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - b) have and shall maintain in place and enforce throughout the term of all and any Contract(s) its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Bribery Act 2010 and any guidance thereunder; and
 - c) promptly report to the other party any request or demand for any undue

financial or other advantage of any kind received or offered to the reporting party in connection with the performance of any Contract.

30. Announcements

- 30.1 The parties can make, or permit a person to make, a public announcement concerning the existence of a Contract and relationship between the parties. The parties will furthermore provide such reasonable assistance as the other may require for purposes of preparing and agreeing case studies for public disclosure from time-to-time.
- 30.2 Other than as provided for in Clause 30.1, no party shall make, or permit any person to make a public announcement concerning the specific terms of any Contract or any wider transaction contemplated without the prior written consent of the other party, except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

31. Governing Law and Jurisdiction

- 31.1 Contracts shall be governed by and constructed in accordance with law of England and Wales, and the courts in England and Wales shall have exclusive jurisdiction to handle any disputes or claim (including non-contractual disputes and claims) arising out of or in connection with a Contract or its subject matter or formation.

