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TRUSTMARQUE GENERAL TERMS AND CONDITIONS (“GTC”) FOR TELEPHONY SERVICES

1 ORDER PROCESS AND DURATION

- 1.1 Trustmarque Solutions Limited (“Trustmarque”) shall provide the Service on the terms and conditions set out in, and for the duration of, this Agreement.
- 1.2 The Customer shall complete a Service Order and deliver it to Trustmarque and Trustmarque will confirm its acceptance or rejection of the Service Order.
- 1.3 If the Customer requires a further service, it shall submit an additional Service Order requesting delivery of such additional service and Trustmarque shall notify the Customer whether it accepts such order. Trustmarque may at its sole discretion accept minor amendments or additions to a Service Order by email and the Customer acknowledges that such agreement by email will constitute a valid and binding contract between the parties.
- 1.4 The Initial Term shall commence on the Service Commencement Date.
- 1.5 At the expiration of the Initial Term, the term of this Agreement shall automatically renew for successive twelve (12) month periods (“Renewal Term”) unless and until terminated by either party giving at least thirty (30) days’ notice to the other, such notice to expire no earlier than the end of the Initial Term or Renewal Term (each Renewal Term and the Initial Term being referred to as the “Service Term”).
- 1.6 In consideration for the provision of the Service, the Customer agrees to pay the Charges in accordance with clause 3.

2 DELIVERY OF SERVICE

- 2.1 Delivery. Trustmarque shall use reasonable endeavours to meet the Customer’s requested delivery date. As soon as Trustmarque is able, with reasonable accuracy, to predict the likely date for delivery of the Service (or any phase thereof), Trustmarque shall notify the Customer.
- 2.2 Billing and Delivery. If it is agreed by the parties that the Service is to be delivered in phases, then each phase shall have a separate Service Commencement Date, and that phase of the Service shall be billed from its Service Commencement Date in accordance with the Charges set out on the Service Order for such phase. The Service Commencement Date for the entire Service set out in the Service Order shall be the Service Commencement Date of the last phase to be delivered and the Initial Term for the entire Service as set out on such order shall commence accordingly.
- 2.3 Customer Failure. Trustmarque shall be entitled to bill for the Service (or each phase thereof) from the originally anticipated delivery date for that Service (or phase) (irrespective of actual delivery) if the reason that Trustmarque is unable to deliver is due to the Customer’s failure (or that of any of its end-users, servant, agents and representatives) to comply with this Agreement and/or to provide access, suitable facilities or other information which Trustmarque reasonably requires in order to complete the delivery. Furthermore the Customer shall be liable to Trustmarque for any reasonable additional costs incurred by Trustmarque as a result of such failure and Trustmarque shall have no liability for failure to supply that element of the Service. Trustmarque may, acting reasonably, revise any anticipated delivery dates due to any delay caused by: (i) any act or omission of the Customer or of any third party; or (ii) delays associated with the procurement of a third party service.
- 2.4 Third Party Services. If a third party service is required for the delivery of a Service, the Customer agrees that: such third party services will be supplied pursuant to the terms and conditions and any service level undertakings given by the third party provider and any rights, remedies, credits or service the Customer may have or be entitled to regarding the third party service are limited to those rights, remedies, credits or service given by the Provider. Trustmarque will have no liability whatsoever in respect of the provision or functioning of any Customer provided third party services

and the Customer will indemnify and hold Trustmarque harmless for any claims, costs, expenses, damages and losses arising from the provision or functioning of any such Customer provided third party services.

- 2.5 Modifications. Notwithstanding the acceptance of a Service Order, Trustmarque reserves the right to change the terms, specifications and/or conditions of the Service (including a change to a code or phone number) upon not less than 30 days' notice to the Customer other than where such changes are being made as a consequence of governmental, regulatory or third party action, in which case Trustmarque shall give as much notice as is practicable in the circumstances. Trustmarque shall also have the right to cancel the Service or alter the terms and conditions of this Agreement, if, in its reasonable judgement, the action will make provision of the Service materially more expensive, difficult or substantially impaired. In the case of such action, Trustmarque shall also have the right to pass through and to invoice to the Customer, on a pro rata basis, any new or increased fees, assessments, Taxes or other charges imposed on, or required to be collected by Trustmarque.

3 HANDOVER, BILLING AND PAYMENT

- 3.1 If the Service does not meet the technical specifications contained in the applicable Service Schedule or is otherwise in material non-compliance with this Agreement, then the Customer shall notify Trustmarque of such failure within two (2) Business Days of the Service Commencement Date. If the Customer fails to provide such notice, then the Customer shall be deemed to have accepted the Service. If the Customer does provide such notice, Trustmarque will test the service for non-compliance. If Trustmarque (acting reasonably) verifies the non-compliance, then Trustmarque shall, as the Customer's sole remedy, promptly take such action as is necessary to correct the non-compliance and shall provide the Customer with a new Service Commencement Date as soon as is reasonably practicable.
- 3.2 Credit Approval. Trustmarque may, at any time, where it reasonably believes that the financial situation of the Customer may adversely affect the Customer's ability to pay the Charges during the Service Term, require the Customer to make a pre-payment for the Service to a maximum of 3 months' recurring Charges. The Customer shall provide such requested pre-payment within 5 Business Days of the request and Trustmarque shall not be required to provide or continue to provide any Service until such security has been obtained.
- 3.3 Invoices and Payment. The Customer shall be liable for all Charges from the relevant Service Commencement Date. The Customer will be invoiced, on a pro-rata basis where applicable, monthly in advance for the recurring portion of the Charges (unless otherwise set out in the Service Order). Initial non-recurring charges are payable as incurred by Trustmarque. Recurring charges and any other subsequent non-recurring Charge(s) specified in the Service Order will be invoiced during the month in which they were incurred or thereafter. All Charges shall be due upon the Customer's receipt of invoice and payable (without deduction or set-off) within 14 days of the invoice date by Direct Debit; and a completed Direct Debit is required at the time of the order.
- 3.4 Call Levels. Trustmarque and the Customer may agree a Call Level to be specified in the relevant Service Order. In the event that the Customer exceeds its Call Level, Trustmarque shall be entitled to request a security payment in accordance with clause 3.2 above.
- 3.5 Committed Call Spend. Trustmarque and the Customer may agree a Committed Call Spend to be specified in the relevant Service Order. In the event that the Customer does not meet the Committed Call Spend at the end of the Initial Term or Renewal Term, the Customer agrees to pay twenty percent (20%) of the difference between what has been spent and should have been spent under the Committed Call Spend agreement. Such obligation shall survive termination of the Agreement.
- 3.6 Late Charges. Trustmarque may charge daily interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 for the period beginning on the date on which payment is due and ending on the date payment is actually made.
- 3.7 Disputed Charges. The Customer may, acting in good faith, dispute any portion of an invoice, provided that the Customer: (a) pays the full undisputed portion of the invoice by the due date; (b) provides Trustmarque with a written statement and supporting documentation regarding the dispute within 14 days from the date of the relevant invoice; and (c) negotiates in good faith with Trustmarque to resolve the dispute. If the Customer disputes any portion of an invoice that is based upon Service usage or availability, then Trustmarque's records of such usage or availability shall

be presumed to be accurate unless proved otherwise by an independent auditor. If the dispute has not been resolved within 30 days from the Customer's original written claim, then either party may pursue its rights or remedies in the manner set forth in this Agreement.

3.8 Taxes. All Charges are stated exclusive of any tax, surcharge, fee, duty, VAT (or other sales tax), excise or similar charge or liability (together "Taxes"), which shall be invoiced by Trustmarque and payable by the Customer at the then prevailing rate.

3.9 Fraudulent Use. The Customer will be responsible for all Charges incurred in respect of the Service even if such Charges were incurred through, or as a result of, fraudulent or unauthorised use of the Service. Trustmarque may, but is not obliged to, detect unauthorised or fraudulent use of the Service.

4 MAINTENANCE AND FAULTS

4.1 Trustmarque reserves the right to perform any routine or emergency maintenance that may limit or suspend the availability of the Service. Trustmarque shall provide reasonable prior notice of any such scheduled maintenance. Any suspension in the availability of the Service pursuant to this clause 4.1 shall not be deemed to be a violation by Trustmarque of any of its obligations under this Agreement.

4.2 Trustmarque does not guarantee that Service will be free of faults and in the event of a fault notified to Trustmarque by the Customer, Trustmarque shall use reasonable endeavours to ensure that the Service is resumed as quickly as possible. The Customer shall pay Trustmarque's reasonable expenses in the event that Trustmarque agrees to work outside of Business Hours to repair a fault. If Trustmarque is notified of a fault and it is subsequently discovered that there is no fault or the fault has been caused by the Customer or any third party of the Customer, Trustmarque reserves the right to charge the Customer for any reasonable costs and expenses incurred in attempting to repair the fault.

5 THE CUSTOMER'S OBLIGATIONS

5.1 Use of Service. The Customer warrants that it shall conduct its operations and shall use the Service in a manner that does not interrupt, impair or interfere with the operations of the Trustmarque network or the use thereof by Trustmarque or any other Trustmarque customer. The Customer shall comply at all times with any reasonable instructions, operating procedures and/or interconnection requirements of Trustmarque as may be notified to the Customer from time to time.

5.2 Assistance and access. The Customer agrees to cooperate with and assist Trustmarque in carrying out Trustmarque's obligations under this Agreement, including without limitation, providing Trustmarque and its agents access to the Customer Premises to the extent reasonably requested by Trustmarque for the installation, connection, inspection and scheduled or emergency maintenance or removal of Equipment or otherwise as reasonably necessary in relation to the Service. The Customer shall obtain all permissions and consents from third parties necessary to allow Trustmarque such access. If the Customer fails to provide Trustmarque with such co-operation, assistance and/or access, then the Customer shall pay all Charges for such Service from and after the date Trustmarque is otherwise ready to deliver it. Trustmarque shall not be liable for any failure to provide the Service to the extent that such failure is due to Trustmarque being denied such co-operation, assistance and/or access.

5.3 Customer Premises. The Customer shall provide and maintain, at its own expense, the level of power (including necessary fittings and installations), heating and air conditioning necessary to maintain the proper environment for the Equipment on the Customer Premises. The Customer will comply with all laws and regulations regarding the conditions on the Customer Premises.

5.4 Content. The Customer warrants that it, and its end users, will not use the Service in any manner which: (a) violates any applicable law, rule or regulation or which is defamatory, constitutes a trade slander or malicious falsehood; (b) infringes or contains any content that infringes the rights of others, including without limitation, any copyright, patent, trade mark, trade secret, privacy or proprietary right; or (c) otherwise results in any liability of Trustmarque or any Trustmarque Group company. The Customer acknowledges that Trustmarque: (a) does not monitor and will have no liability or responsibility for the content of any communications transmitted via the Service; and (b) does not provide any network security as part of the Service unless expressly specified in a Service Schedule.

5.5 Phone Numbers: The Customer has no right to sell or otherwise transfer any phone number provided under this Agreement. Unless otherwise notified to Trustmarque by the Customer, Trustmarque will put the Customer's name, address and the phone number for the Service in The Phone Book and make your phone number available to the directory enquiries service. A special entry in The Phone Book will be subject to separate agreement and associated charges.

6 CONFIDENTIAL INFORMATION

6.1 Disclosure and Use. The parties will keep in strict confidence all information (whether written, electronic or oral) of a confidential nature obtained (whether directly or indirectly) from the other party under this Agreement ("Confidential Information"). Each party agrees not to disclose the other party's Confidential Information to any person (other than their employees who need to know the information for the purpose of this Agreement and who are under an equivalent duty of confidentiality) without the prior written consent of the other party. Each party shall: (a) use the other party's Confidential Information only for the performance of its obligations under this Agreement; (b) treat all Confidential Information of the other party in the same manner as it treats its own, but in no case with less than reasonable care; and (c) not make copies of the other party's Confidential Information other than once copy which may be retained for archival and/or back up purposes to meet regulatory requirements.

6.2 Exceptions. Clause 6.1 will not apply to information which: (a) is publicly available other than through a breach of this Agreement; (b) is lawfully in the possession of the recipient before disclosure by the other party and is not otherwise subject to a confidentiality undertaking; (c) is obtained through a third party who is free to disclose it; or (d) is required by law to be disclosed (and then, to the extent legally permissible, only after reasonable advance notice to the disclosing party).

6.3 Publicity. Neither party may use the other party's trade marks, service marks or trade names ("Marks") or otherwise refer to the other party without the prior written consent of the other party, which consent shall not be unreasonably withheld, in the case of marketing, promotional or advertising materials or activities. Each party's Marks are proprietary to such party and nothing in this Agreement constitutes the grant of a general licence for their use. Upon termination of the Agreement or delivery of written notice by a party, all rights of the other party to use such party's Marks shall expire.

6.4 Licence. All intellectual property rights in the Service or in any documents, software or other materials provided by Trustmarque to the Customer shall vest and remain vested in Trustmarque (or its licensors). The Customer will have a non-exclusive, non-transferable, revocable (for breach only) licence to use such materials solely for its own internal use to the extent necessary to use the Service. Such licence shall not entitle the Customer to claim title to, or any ownership interest in, the software (or any derivations or improvements thereto) and the Customer will execute any documentation reasonably required by Trustmarque to document Trustmarque's existing and continued ownership of, or right to, the software.

6A DATA PROTECTION

- 6A.1 With respect to the Parties' rights and obligations under this Agreement, the Parties acknowledge that in relation to any Customer personal data, Customer is a controller and Trustmarque is a processor.
- 6A.2 The Parties will comply with their respective obligations under the Data Protection Legislation and Trustmarque shall process the Customer personal data in accordance with the written instructions from the Customer or as required by law. The Customer warrants, represents and undertakes to Trustmarque that it has lawful grounds for processing any Customer personal data and for instructing Trustmarque to process it. Trustmarque will have appropriate technical and organisational measures in place when carrying out any such processing.
- 6A.3. The Customer confirms that the following information will be provided and form part of the Agreement: subject matter and duration of the processing; the nature and purpose of the processing; the type of personal data; the categories of data subjects;
- 6A.4 Where Trustmarque processes Customer personal data under or in connection with this Agreement, Trustmarque shall comply with its obligations under the relevant Articles of the GDPR including providing reasonable assistance in responding to data subject access requests and Customer requests for information within Trustmarque control. Trustmarque shall be entitled to engage sub-processors and the Customer consents to Trustmarque transferring Customer personal data outside the European Economic Area. The Parties agree that the conditions for transfer of the Customer personal data shall be the Model Clauses and, if requested by Trustmarque, the Customer agrees to enter into the Model Clauses;
- 6A.5 Where Trustmarque are required to give an opinion under these clauses or the Data Protection Legislation, then any opinion that Trustmarque provides will not be considered advice and the Customer should rely on its own professional advisors. Trustmarque will be able to make reasonable charges for assisting the Customer under these clauses or the Data Protection Legislation.
- 6A.6 Trustmarque shall be entitled to relief from liability from any third party claims when following the instructions of the Customer or if the Customer breaches any of these clauses: the Customer shall fully indemnify Trustmarque against any loss, damage and expenses arising out of any breaches the Customer causes under these clauses or under the Data Protection Legislation.

7 TERMINATION AND SUSPENSION

- 7.1 Termination by the Customer. The Customer may terminate this Agreement without liability on 30 days' written notice to Trustmarque if: (a) Trustmarque commits a material breach of this Agreement and, in the case of a breach capable of remedy has not cured such breach or omission within 30 days after receipt of written notice from the Customer setting out the details of the breach and requiring its remedy; or (b) Trustmarque suffers or undergoes an Event of Insolvency. If the Customer terminates a Service and/or the Agreement prior to the end of an Initial Term or Renewal Term, the Customer shall be liable for the payment of all Charges up to the end of the Initial Term or Renewal Term as applicable together with any reasonable cancellation charges.
- 7.2 Termination or Suspension by Trustmarque. Trustmarque may terminate this Agreement or, at Trustmarque's discretion, cease or suspend the provision of Service upon written notice to the Customer if: (a) the Customer fails to pay any Charges when due and does not cure the failure within 5 days of a notice requiring payment; (b) if the Customer commits a breach of clause 5.1 and/or 5.4; (c) the Customer commits a breach of this Agreement (other than a breach described in this clause 7.2 (a) or (b) and does not cure such breach within 30 days of written notice from Trustmarque; (d) the Customer makes a material misrepresentation in any submission to Trustmarque; (e) the Customer suffers or undergoes an Event of Insolvency; (f) Trustmarque is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other administrative or regulatory authority; or (g) if at any time during the Service Term, the Customer ceases to use the Service or part thereof for a prolonged period of time.
- 7.3 Obligations upon Termination or Suspension. Termination or suspension of an Agreement shall not affect the accrued rights or liabilities of either party. If Trustmarque has suspended or terminated the Service or Agreement then, if the

Customer requests reactivation of the Service and Trustmarque at its sole discretion agrees to do so, the Customer shall pay to Trustmarque a reasonable reconnection fee.

8 INDEMNIFICATION, EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 8.1 Subject to the exclusions and limitations set out in this clause 8, each party (the “Indemnifying Party”) shall indemnify and hold harmless the other party from and against any claims, demands, actions, costs, liabilities or losses (including reasonable legal fees) arising out of the gross negligence or intentional misconduct by the Indemnifying Party, its employees or agents, in their performance of this Agreement.
- 8.2 Subject to clause 8.7, neither party shall be liable, whether in contract, tort (including negligence) or otherwise howsoever, through indemnification or otherwise, to the other party or any third party for any loss of revenue, profit, goodwill, business, anticipated savings, data, wasted expenditure or other pure economic loss or any indirect, special, incidental or consequential damages, arising from, or relating to, this Agreement or the performance or non-performance of its obligations thereunder (irrespective of whether such loss or damage is foreseeable or in the parties' reasonable contemplation).
- 8.3 Subject to clause 8.2 and clause 8.7, in no event shall the aggregate liability of either party in connection with this Agreement during each Year (whether in contract, tort (including negligence) or otherwise), through indemnification or otherwise, exceed the total amount actually paid by the Customer to Trustmarque under that Agreement in the preceding Year, or in relation to liability arising in the first 365 days of an Agreement only, the amount payable to Trustmarque during such 365 days. For the purposes of this clause; (a) a “Year” shall mean a period of 12 months commencing on the date of this Agreement or any anniversary thereof; and (b) the date on which a “liability” accrues will be the date on which the breach giving rise to the liability occurred.
- 8.4 Credits applicable to Trustmarque’s non-performance, if any, as described and calculated pursuant to the applicable Service Schedule are the Customer’s exclusive remedy in respect of any failure, delay or lack of performance by Trustmarque in providing the Service. The Customer shall not be entitled to credits during any period in which it is past due on amounts owed to Trustmarque.
- 8.5 The Customer agrees to defend, indemnify and hold harmless Trustmarque, its Group companies and agents from any claims, liabilities, losses, damages and expenses, including reasonable legal fees, arising out of or relating to: (a) the use of the Service by the Customer or its end-users; and/or (b) claims of third parties seeking damages for any loss or misuse of data by the Customer or its end-users; and/or (c) any claim by any of the Customer’s end users in relation to the Services.
- 8.6 Trustmarque shall have no liability to any of the Customer’s end users in relation to the Service and the Customer shall indemnify Trustmarque for any and all costs, damages, liabilities and expenses arising out of, or relating to, any claim by any such end-user or third party.
- 8.7 Neither party limits or excludes its liability for fraud or deceit, personal injury or death arising from their negligence, for breach of any condition as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or for any other liability that cannot validly be excluded or limited by law.

9 WARRANTIES

- 9.1 Governmental Requirements and Compliance. Each party hereby represents and warrants to the other party that it has and will maintain in full force and effect, all approvals, consents, governmental authorisations, licences and permits as may be required to enter into and perform its obligations under this Agreement. The Customer and Trustmarque each agree to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder imposed by any governmental or regulatory agency or authority. Each party agrees to comply with all applicable laws, rules and regulations relating to the execution and performance of this Agreement.
- 9.2 Trustmarque will exercise the reasonable skill and care of a competent provider of telecommunications services in carrying out its obligations under this Agreement. Except as specifically provided in this Agreement: (a) the Service and the Equipment are provided on an “as is” and “as available” basis; (b) Trustmarque (to the extent permitted by law)

excludes any other warranty, representation, terms and/or conditions of any kind, including without limitation, those of satisfactory quality, non-infringement or fitness for a particular purpose; (c) Trustmarque expressly disclaims any representation or warranty that the Service or the software or Equipment will be error free, secure or uninterrupted; and (d) no advice or information given by Trustmarque, its Group companies or contractors shall create a warranty.

10 MISCELLANEOUS

- 10.1 Equipment. The Customer acknowledges that: (a) title to all Equipment remains with Trustmarque, except as expressly provided in a Service Order; (b) the Customer shall not, and shall not permit others to, move, rearrange, disconnect, remove, repair, or otherwise tamper with any Equipment, without the prior written consent of Trustmarque; (c) the Equipment shall not be used for any purpose other than that for which Trustmarque provides it; (d) the Customer shall take such actions as are reasonably directed by Trustmarque to protect Trustmarque's interest in the Equipment and shall keep the Equipment free and clear from all liens, claims and encumbrances; (e) the Customer bears the entire risk of loss, theft, destruction or damage to the Equipment placed on the Customer Premises (except for damage caused by Trustmarque); (f) in no event will Trustmarque be liable to the Customer or any other person for interruption of Service or for any other loss, cost or damage caused by or related to improper use or maintenance of the Equipment by the Customer or its agents or representatives; (g) if the Equipment was manufactured by a third party, then any manufacturer warranties with respect to the Equipment will to the extent reasonably possible be passed on to the Customer by Trustmarque and any rights or remedies the Customer may have regarding the performance or compliance of the Equipment are limited to those rights provided by the manufacturer of the Equipment; (h) Trustmarque shall not be responsible for any changes to the Service that cause the Equipment to become obsolete or require modification or alteration; and (i) the Customer agrees to permit Trustmarque to remove the Equipment from any Customer Premises after termination or expiration of this Agreement or the Service provided hereunder in relation to which the Equipment was provided. The Customer shall be solely responsible for the installation, operation, maintenance, use and compatibility (including any interface) of any equipment or software not provided by Trustmarque and Trustmarque shall have no responsibility or liability in connection therewith.
- 10.2 Force Majeure. Except with respect to payment obligations, neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to a Force Majeure Event. If a Force Majeure Event continues for more than 3 months, either party may serve 10 Business Days' notice on the other terminating this Agreement.
- 10.3 Assignment. The Customer may not assign or otherwise transfer (including, without limitation, a transfer due to a change in control of the Customer) any of its rights under this Agreement without the prior written consent of Trustmarque, which shall not be unreasonably withheld. No permitted assignment or transfer shall relieve the Customer of its obligations hereunder.
- 10.4 Notices.
- 10.4.1 Any notices and other communications (together "Notices") required to be given under this Agreement shall be in writing and shall, save as otherwise expressly provided in this Agreement, be delivered within the United Kingdom, by facsimile, by first class registered or recorded delivery post and, outside the United Kingdom, by registered airmail post correctly addressed to the relevant party's address as specified below, or at such other address as either party may notify the other from time to time in accordance with this clause 10.4. Notices to Trustmarque and the Customer shall be sent to the then current registered address of the party.
- 10.4.2 Any notice pursuant to clause 10.4.1 shall be deemed to have been served: (i) if sent by facsimile, within one hour of transmission during Business Hours at its destination or within 24 hours if not within Business Hours (but in the case of facsimile, subject to receipt by the sender of a successful transmission report); and (ii) if sent by post within 48 hours of posting (exclusive of the hours of Sunday) if posted to an address within the country of posting and seven (7) days of posting if posted to an address outside the country of posting.
- 10.5 Law. This Agreement shall be governed by the laws of England and Wales. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 10.6 Entire Understanding. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter of this Agreement. The parties acknowledge

that: (a) they have not entered into this Agreement in reliance of any representations, terms or other assurances not expressly set out in this Agreement; (b) their sole remedies in relation to this Agreement are those for breach of contract; and (c) that this clause 10.7 does not apply in respect of any fraudulent representations or other assurances.

- 10.7 Precedence. In the event of any conflict or inconsistency between a provision of the GTC, a provision in an applicable Service Schedule and the Service Order, then the order of precedence shall be: (a) any terms and conditions on the Service Order; (b) any terms and conditions set out in the applicable Service Schedule; and (c) these GTC.
- 10.8 Surviving Terms. All terms and conditions of this Agreement which by their nature are intended to survive termination of this Agreement (together with those other clauses, the survival of which is necessary for the interpretation of enforcement of this Agreement) shall so survive.
- 10.9 Severability. If any term, condition, clause or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby.
- 10.10 Waiver. Failure by either party to enforce any of its rights under this Agreement will not act as a waiver of that right unless the waiving party acknowledges the waiver in writing. No single waiver shall be deemed a continuous waiver.
- 10.11 No Third Party Beneficiaries. No provision of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 10.12 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one instrument.

11 DEFINITIONS

“Agreement” means these GTC, the applicable Service Schedule for the Service(s) ordered by the Customer (as indicated on the Service Order) and the Service Order (including any special conditions set out on such Service Order).

“Business Day” means any Monday to Friday excluding public, bank and statutory holidays in England and “Business Hours” means 0830 to 1730 on a Business Day.

“Call” means a signal, message or communication which is silent, spoken or visual on each line that Trustmarque agrees to provide under this Agreement.

“Call Level” means a sum of money agreed between Trustmarque and the Customer that the Customer is expected to spend on Call Charges as set out on a Service Order.

“Charges” means all rates and charges for a particular Service as set out in, or calculated pursuant to, this Agreement, together with any other monies owing by the Customer under this Agreement.

“Committed Call Spend” means a minimum spend agreed between Trustmarque and the Customer as set out in a Service Order.

“Customer Premises” means the site, premises or other location owned or occupied by the Customer and/or its end-users as set out in the Service Order to which the Service will be delivered by Trustmarque.

“Data Protection Legislation” means the General Data Protection Regulation ((EU 2016/679) “GDPR” or any replacement legislation applicable in England and Wales from time to time and any other applicable laws relating to the processing of personal data.

“Equipment” means any equipment, device, software or other tangible material supplied by Trustmarque to the Customer as part of, and/or comprised within, the provision of a Service.

“Event of Insolvency” means in relation to a party: (a) a liquidator, provisional liquidator, receiver, administrative receiver, administrator or similar officer being appointed over any of the assets or business of that party; (b) that party entering into a scheme of arrangement or composition with or for the benefit of its creditors generally; (c) that party entering into any

reorganisation, moratorium or other administration with or for the benefit of that party's creditors generally or any class of its creditors; (d) that party adopting a resolution or proposing to adopt a resolution to wind itself up or being or being deemed to be unable to pay its debts as and when they fall due within the meaning of section 123 of the Insolvency Act 1986; or (e) any similar or analogous event happening with respect to that party under the national, state or local laws of any other country.

"Force Majeure Event" means causes beyond a party's reasonable control, including, but not limited to, acts of God or nature, insurrection or civil disorder, war, laws or restrictions imposed by any governmental or judicial authority, acts or omissions of third parties, power outages or interruptions of other utility service, shortages of parts or materials, magnetic interference, or unavailability of telecommunications service or facilities, epidemic or pandemic events.

"GDPR" has the meaning given in the definition of "Data Protection Legislation".

"Group", in relation to either party, means any subsidiary or holding company of that party from time to time, together with any subsidiary of any such holding company (where "subsidiary" and "holding company" have the meanings set out in section 736 of the Companies Act 1985 (as amended)).

"Initial Term" means the initial minimum term of the Agreement as specified in the Service Order.

"Model Clauses" means the Standard Contractual Clauses approved in Commission Decision of 5 February 2010 for the transfer of personal data to processors established in third countries, under Directive 95/46/EC (2010/87/EU) or any replacement set of clauses approved in a subsequent Commission Decision.

"Service" means the service provided by Trustmarque pursuant to an Agreement and as shall be more fully identified on a relevant Service Order.

"Service Commencement Date" means the earlier of the date on which Trustmarque notifies the Customer that the Service is ready for use by the Customer or the date on which the Customer first uses the Service.

"Service Order" means the written request by the Customer for the Service submitted on an order form approved by Trustmarque (or in such form as may be accepted by Trustmarque from time to time) which has been accepted by Trustmarque.

"Service Schedule" means the schedule of additional terms and conditions for the provision of the specific Service ordered by the Customer as the same is referred to in the relevant Service Order.

"Trustmarque" means Trustmarque Solutions Limited, company number 218324 and having its registered office at 65 Gresham Street, London EC2V 7NQ or such other member of the Trustmarque Group as may be identified in the Service Order.

Within this Agreement the terms "controller", "data subject", "personal data", "personal data breach", "process ("processed" to be construed accordingly) and "processor" shall have the same meanings as in the Data Protection Legislation.

THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT ONCE THE SERVICE ORDER HAS BEEN ACCEPTED BY Trustmarque, THIS AGREEMENT WILL FORM A LEGALLY BINDING CONTRACT BETWEEN THEM.

12 Conditions Applied to Inclusive Calls Bundles on Qualifying SIP Trunk Services

All calls terminating from a Standard SIP Trunk or Resilient SIP Trunk endpoint (as above) to a UK fixed geographic number (01 and 02) or to a number starting 03, will be zero rated and no charge applied in the daily or monthly call data records for SIP Trunks. This pricing will be subject to the following conditions, applied against the channels related to an endpoint:

- 12.1 The total number of calls per channel from an endpoint shall not exceed 5,000 minutes per month to 01/02/03 terminations. Any SIP Trunk endpoints that exceed this aggregate amount will be subject to a per minute price for the total volume of calls generated from that endpoint according to the existing IP rate card currently associated with the account. In addition calls to numbers beginning 03 shall not exceed 15% of the total calls on that channel.

For example; 10 channels will have an allowance of $10 \times 5000 = 50,000$ /month to 01/02/03 terminations. If that endpoint generated 50,001 minutes in a single month, then all 50,001 mins would be subject to the per minute price for that month.

- 12.2 All calls terminating from a Standard SIP Trunk or Resilient SIP Trunk endpoint (as above) to a UK mobile destination will be offered the option of having the cost of these calls discounted to zero, providing the customer commits to a three year contract. This pricing will be subject to the following conditions, applied against the channels related to an endpoint:

The total number of calls per channel from an endpoint shall not exceed 2,000 minutes per month to UK Mobile destination. Any SIP Trunk endpoints that exceed this aggregate amount will be subject to a per minute price for the total volume of calls generated from that endpoint according to the existing IP rate card currently associated with the account.

For example; 10 channels will have an allowance of $10 \times 2000 = 20,000$ /month to UK Mobile terminations. If that endpoint generated 20,001 minutes in a single month, then all 20,001 mins would be subject to the per minute price for that month.

- 12.3 Trustmarque reserves the right to claim back the discounts provided if the number of channels on an endpoint reduces to less than 50% of the maximum number of channels on that endpoint over the term.

- 12.4 The Customer will be billed the current channel rental charges in place at the time for each month up to the end of the term if they cease an endpoint within the 3 year term.

13 Conditions Applied to Inclusive Calls Bundles on Qualifying Horizon Hosted PBX & UC Services

All calls terminating from a Horizon endpoint (as above) to a UK fixed geographic number (01 and 02) or to a number starting 03, will be zero rated and no charge applied in the daily or monthly call data records for SIP Trunks. This pricing will be subject to the following conditions, applied against the channels related to an endpoint:

- 13.1 The total number of calls per User from an endpoint shall not exceed 2,000 minutes per month to 01/02/03 terminations. Any endpoints that exceed this aggregate amount will be subject to a per minute price for the total volume of calls generated from that endpoint according to the existing IP rate card currently associated with the account. In addition calls to numbers beginning 03 shall not exceed 15% of the total calls on that endpoint.

For example; 10 Users will have an allowance of $10 \times 2000 = 20,000$ /month to 01/02/03 terminations. If that endpoint generated 20,001 minutes in a single month, then all 20,001 mins would be subject to the per minute price for that month.

- 13.2 All calls terminating from an endpoint (as above) to a UK mobile destination will be offered the option of having the cost of these calls discounted to zero, providing the customer commits to a three year contract. This pricing will be subject to the following conditions, applied against the Users related to an endpoint:

The total number of calls per User from an endpoint shall not exceed 2,000 minutes per month to UK Mobile destination. Any endpoints that exceed this aggregate amount will be subject to a per minute price for the total volume of calls generated from that endpoint according to the existing IP rate card currently associated with the account.

For example; 10 Users will have an allowance of $10 \times 2000 = 20,000$ /month to UK Mobile terminations. If that endpoint generated 20,001 minutes in a single month, then all 20,001 mins would be subject to the per minute price for that month.

- 13.3 Trustmarque reserves the right to claim back the discounts provided if the number of Users on an endpoint reduces to less than 50% of the maximum number of channels on that endpoint over the term.
- 13.4 The Customer will be billed the current rental charges in place at the time for each month up to the end of the term if they cease an endpoint within the 3 year term.

14 Service Specific Terms and Conditions – ‘Microsoft Teams – Direct Routing’

These terms and conditions apply to the ‘Microsoft Teams - Direct Routing’ service and are supplemental to the General Terms and Conditions with Trustmarque, whose provisions continue to apply.

In case of a conflict between the General Terms and Conditions and these terms and conditions, the latter will apply.

Defined Terms

Defined terms used that are not defined in these terms and conditions shall have the meanings attributed to them in the Supply Agreement.

"A Number" means the number presented by the calling party on outbound calls;

"Gamma Carrier Tenant" means the domain "UCconnect.co.uk" and any subsequent domains as may be notified by Trustmarque to the Company from time to time, to which Trustmarque and their Customers must register sub-domains;

"Customer Tenant Sub-Domain" means the sub-domain, as allocated by Gamma to the Endpoint on behalf of Trustmarque to enable the routing of calls;

"Endpoint" means the unique reference given to the instance of the Service and used to identify the Customer in Trustmarque billing and service maintenance Portal screens;

"User Subscription" means the subscription allocated to an End User of the Microsoft Teams customer tenant who will have a) a compatible Microsoft subscription and b) a DDI allocated by Trustmarque to the Endpoint.

"DNS" is the unique reference FQDN Fully Qualified Domain Name;

"Emergency Services Address Information" means the address information pertaining to each End User, provided to Trustmarque by Customer and relayed by Trustmarque /Gamma to the emergency services so that emergency services personnel can ascertain the caller's address in the event of an emergency call failure;

"Gamma" means the Gamma Telecom Ltd;

"Order" means the initial purchase of an Endpoint and any in-life moves, adds or changes to that Endpoint;

"Service" means the ‘Microsoft Teams - Direct Routing’ service provided by Trustmarque to you;

"you" and "your" means you, the Customer.

The Service

14.1 The points of connection for the Endpoint are the two Customer Tenant Sub-Domains which will be notified by Trustmarque to the Customer. Trustmarque's responsibility does not extend to the transport between the IP addresses resolved from the Customer Tenant Sub-Domains and the End User or to any equipment in operation beyond this point, both of which shall be the responsibility of the Company.

14.2 All Charges due to Trustmarque for traffic routed via the Endpoint to be used with the Service shall be paid in full by the Customer by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of Trustmarque or its employees acting in the course of their employment or any unauthorised, fraudulent or illegal use attributable to Trustmarque's acts or omissions) and whether or not they derive from installation and access arrangements which have been authorised by Trustmarque.

14.3 Trustmarque reserves the right to increase the Charges for this service on seven days' written notice to the Customer in the event that any change in applicable law or regulations results in additional costs being incurred by Trustmarque.

- 14.4 Each Endpoint shall be unique to and used solely by a single Customer. Trustmarque reserves the right to suspend or terminate any Endpoint, on providing 10 Business Days' notice to the Company, where Trustmarque reasonably believes that multiple Customers have been allocated to an Endpoint. Deliberate aggregation of Customers to Endpoints is strictly forbidden. In such circumstances, Trustmarque shall be entitled to retrospectively withdraw any bundled minutes in respect of the Endpoint and invoice such minutes at the Customer's standard rates from the date of the Endpoint's initial activation, limited only by the contractually agreed period over which Trustmarque may issue backdated invoices.

Number Presentation

- 15 In the event that the Customer wishes to present an A Number that is not allocated to their Endpoint, the following provisions apply:
- 15.1 The Customer must procure that the A Number is of a national significant format, is allocated to the End User and that such End User possesses all necessary permissions in respect of the lines in question;
- 15.2 The Customer must procure that where the A Number is not allocated to the End User, it has written consent from the allocated owner for its use as an A Number and that such consent has not been withdrawn;
- 15.3 The Customer must procure that under the terms of the CLI code of practice the A Number must be a number that is allocated to a Customer or End User, is in use, connected to a terminal and capable of receiving calls;
- 15.4 The Customer acknowledges that Trustmarque has the right to suspend/withdraw use of the service if it is subsequently found that it is in breach of paragraphs 15.1 through 15.3 and hereby indemnifies Trustmarque against any claims arising as a result of any such breach.
- 15.5 The Customer shall on reasonable request from Trustmarque provide all reasonable evidence as Trustmarque may require so as to audit and monitor the Customer's adherence with this paragraph 15.1.

Emergency services 999/112 Responsibilities

- 16 The Service supports 999/112 emergency call services and such calls will be routed to the national emergency call handling agents. However, the Service does not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of End User connectivity to the internet for whatever reason. In such circumstances the End User should use their PSTN line to make the emergency call. Furthermore, it may on occasion not be possible for emergency services personnel to identify the End User's location and telephone number so this information should be stated promptly and clearly by the End User when making such a call.
- 16.1 The Customer shall ensure that Emergency Services Address Information is provided in respect of each in service number.
- 16.2 The Customer agrees to incorporate the above information relating to public emergency call services into its contracts with its Customers. The Customer acknowledges that the Service constitutes and must be sold as a private service for use for certain previously identified specific applications which, as regards public emergency call services, confers only limited service at agreed defined locations. It is not and must not be marketed or sold as a full public service.
- 16.3 The Customer agrees to provide to Trustmarque for each network termination point full details of the End User's name and address (including post code) to enable Gamma to fulfil its obligations under Ofcom regulations to pass such details on to BT.

Billing

- 17 The initial term of each Endpoint shall begin on the date it is activated on the Gamma Portal as set out in the Order. On expiry of the initial term the term shall automatically continue for an indefinite period unless terminated by either Trustmarque or the Customer giving to the other at least one calendar month notice in writing.
- 17.1 Recurring charges are invoiced one month in advance and are dependent upon the higher of the quantity of Microsoft phone system licenses on the customer tenant, the quantity of User Subscriptions provisioned on the Endpoint as set out on the Gamma Portal, and any other mechanisms available to Trustmarque. Any increase to the quantity of User Subscriptions shall be applied from the date of such increase, with the billing for the month amended pro-rata, whereas any decreases shall take effect in the billing from the first day of the month immediately following the change.
- 17.2 Charges for Calls made by the Endpoint are invoiced monthly in arrears.
- 17.3 In the event the Customer wishes to provision an Endpoint on an initial term of greater than three (3) years, longer terms may be available on request.
- 17.4 In the event that any Endpoint provisioned on an initial term of three (3) years or more is terminated within its initial term, Trustmarque shall be entitled to invoice the Customer, for the remaining initial term at the higher of the quantity of User Subscriptions active immediately preceding such termination or fifty percent (50%) of the maximum quantity of User Subscriptions invoiced by Trustmarque to the Customer in any month prior to such termination.
- 17.5 In the event that the quantity of User Subscriptions on an Endpoint decreases by more than half the maximum quantity of User Subscriptions invoiced by Trustmarque to the Customer in respect of the Endpoint in any month prior to such decrease, Trustmarque shall be entitled to invoice the Customer as though such Endpoint had half the previous maximum User Subscriptions allocated.

Commercial Terms

- 18 The following promotions are available to new Endpoints:
- 18.1 Each User Subscription shall receive up to 2,000 minutes to 01/02/03 destinations inclusive in its monthly subscription price, and the total allocation per User Subscription shall be aggregated per Endpoint. In addition, usage to numbers beginning 03 shall not exceed 15% of the total minutes on that Endpoint.
- 18.2 In addition to the free minutes provided under 18.1. above, User Subscriptions associated to an Endpoint purchased on a minimum initial term of three (3) years shall each receive an additional allocation of 2,000 minutes to UK mobiles. For the avoidance of doubt, UK mobiles shall be those defined in Trustmarque's pricing and dial string documentation as being 'UKN FM%' (where '%' denotes a wildcard).
- 18.3 In the event that any Endpoint exceeds the aggregate amount of inclusive minutes available, Trustmarque shall be entitled to invoice the Company for the total minutes routed at the Company's standard price for each such destination in accordance with the Company's standard rate card.

Fraud Management Service

If an endpoint had the FMS feature set enabled, it will be applied and charged to all users on the endpoint.

Trustmarque will only waive charges for calls that breach the configured threshold which can be shown to be fraudulent.

Network Call Diverts are excluded from the Fraud Management Service and do not form part of the aggregated call spend for this purpose. Charges for any Network Call Diverts and associated calls will be chargeable to the Customer in all circumstances.

We reserve the right to withhold crediting in instances of multiple fraud management barring events on the same Endpoint

The use of the FMS feature is subject to the above terms and conditions and to the general provisions of the General Terms and Conditions. In the event of a conflict with the supply agreement the above terms and conditions shall apply.

Operational Support

Microsoft Teams & Phone System environment

The supply, provisioning and support of the Microsoft environment is the responsibility of the customer. Trustmarque and Gamma can take no responsibility for any aspect of the Microsoft environment beyond the Microsoft-facing SBC that resides within the Gamma network and Private Network Interconnects Gamma has for connectivity into Microsoft. Elements we cannot support include:

- Third Party Internet Access
- Microsoft 365 configuration & management
- Microsoft Teams configuration & management
- Microsoft Phone System configuration & management.

Service Responsibilities

It is the responsibility of the Customer to ensure that services provisioned on the destination number do not conflict with the call routing plans, and calls answered by a mobile or telephone system voicemail will be deemed as answered calls within the inbound call statistics. SIP Trunk Call Manager may be used as a network service in conjunction with other telephone systems/localised services. However, it is the responsibility of the Customer to ensure that these services do not conflict with the SIP Trunk Call Manager network service as programming on the destination number at a local level will always take precedence over the network service.

The SIP Trunk Call Manager App is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of Trustmarque provisioning of the service, the user should perform a pre-test to determine device/operating system compatibility.

Unsupported call types

The following call types are not supported on the SIP Trunk Call Manager service:

Fax calls. A fax redirection can be achieved by using the "Manage Fax Divert" button found on the SIP Trunk Call Manager tab of the relevant Microsoft Teams - Direct Routing service. This service will allow Trustmarque to place a divert against a DDI to an alternative offnet fax service or machine.

Data calls that are within the voice band. An example of a data call would be one that originates or terminates via a PC, PDQ machine or modem.

Data calls that are signalled.

Service Alerts

Trustmarque will issue email and/or SMS SIP Trunk and Call Manager Product service alerts to Customers in the event of any planned or emergency service maintenance. Please note that service alerts will be sent to Customer administrator users only, and it is the responsibility of the Customer to keep Administrator contact details updated and proactively subscribe additional relevant Administrator users as recipients of service alerts.

System Passwords and PIN Numbers

Trustmarque are responsible for managing End User Account login details for www.siptrunkcallmanager.co.uk, and login credentials for the App.

Where a user has forgotten their password, the user can request it to be reset via the login screen of www.siptrunkcallmanager.co.uk. This service will email the user a temporary password which will require the user to immediately replace with a personal one upon use. The temporary password will expire after 60 minutes.

It is the responsibility of the Customer to employ any necessary controls regarding the management and maintenance of login credentials and Trustmarque are unable to accept responsibility for any abuse of the service which may arise as a result of ineffective housekeeping/unauthorised access to the service.

Passwords will expire every 90 days and users via the siptrunkcallmanager.co.uk portal will start to see a 14 day expiry countdown before the actual expiry date, after they have attempted to log on, and a page offering them the option to change their password now or later will appear. If allowed to expire then they will have to change the portal password before being allowed to logon

If a user changes their password via the portal then they will need to update the password used on the App as well. However if the portal password is in an expired state then they will still be able to log on via the Inbound App, meaning App only users will be unaffected.

Legal Responsibilities

There are very strict legal rules governing (a) the circumstances in which it is permissible to record calls, (b) the purposes for which such recording may be made, (c) the length of time recorded material may be retained, and (d) most importantly of all, the need for pre notifications to those taking part in the call, and (e) the manner in which such notification must be given.

It is essential that you obtain advice on these requirements from your own lawyers, and implement all such internal rules and processes, and have in place all such labelling pre-recorded notifications, and publicity and explanatory material, as are required to ensure full compliance.

It is the responsibility of the Customer to ensure that they themselves/End Users of the service are compliant with any legal requirements and it is the duty of the Customer to inform the end user of these considerations in full prior to using the service. Trustmarque accept no liability for the misuse of the service.

With regard to any announcements and/or music which may be uploaded to the platform by the Customer/End User, it is the Customer/User's responsibility to ensure that all necessary licenses and consents have been obtained, and that, in all respects, it is in full compliance with all applicable laws and regulations, including copyright laws, when uploading copyright material. Failure to do so may expose the Customer/User to legal claims for damages, injunctive relief, and criminal prosecution.

17 Applicable Vendor or Manufacturer Terms and Conditions

Depending on the products or services selected by the Buyer, one or more sets of vendor or manufacturer terms (including end user licence terms) may apply in addition to the Supplier terms and conditions. These can be agreed with the Buyer at the time of placing an order.