

<Insert Company Name Here>

AND

Temple Interactive Media Limited

Agreement for Supply of IVR and other Telephony Services

INTERACTIVITY SERVICES AGREEMENT

THIS AGREEMENT is made on <Insert Date Here>

BETWEEN:

(1) <Insert Company Name Here> a limited liability company (registered number:) incorporated under the laws of England and Wales whose registered office is at (the "Customer"), and

(2) Temple Interactive Media Limited a limited liability company (registered number: 5153049) incorporated under the laws of England and Wales whose registered office is at 5th Floor, 30-31 Funnival Street, London, United Kingdom (the "Supplier").

RECITALS:

A. The Supplier provides and manages premium rate and other mobile and fixed line telephony services as well as other audience interactivity services and production support for promotions for broadcasting events.

B. The Customer wishes to engage the Supplier to provide and manage audience interactivity services, related numbers and production support for the purposes of this Agreement and the Supplier wishes to accept such engagement upon the terms and conditions set out in this Agreement.

C. Where the services include premium rate services, this Agreement sets out the terms on which the Supplier as the Controlled Premium Rate Service Provider as defined under the current Phone-Paid Services Authority Code of Practice, has agreed to provide and manage audience interactivity services and related numbers to the Customer. The Supplier shall provide and manage the audience interactivity services and related numbers and production support to the Customer in accordance with the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 Unless the contrary intention appears, all capitalised terms in this Agreement will have those respective meanings set out below:-

“Agreement” means the Terms of Business, the Schedules and any other attachments including any appendices and annexes, as amended from time to time in accordance with this Agreement and any other documents expressly identified in this Agreement as forming part of the Agreement, which subject to Clause 1.11 shall be read together and comprise the agreement between the Customer and the Supplier in respect of the Services to be provided under the terms and conditions of this Agreement.

“Annex” means an Annex to this Agreement.

“Applicable Laws” means all relevant Acts of Parliament and all relevant orders, regulations and bye-laws made with statutory authority or by local or other authorities including the relevant codes of conduct, guidelines, guidance or other similar instruments of industry regulators such as Phone-Paid Services Authority (including the Phone-Paid Services Authority Code of Practice and any related guidance, policy statement or other relevant similar instrument) and, where relevant, OFCOM.

“Affiliate” means at the relevant time in respect of a party to this Agreement any body corporate which is a subsidiary and/or holding company of that party or any company which is a subsidiary of that holding company (and "subsidiary" and "holding company" shall have the meanings set out in Section 736 of the Companies Act 1985).

“Customer Representative” means the person or persons identified in Schedule 1 (Fees and Notices) as the Customer’s representative(s).

“Calls” means as appropriate an IVR telephony call and/or a mobile message made or sent as part of a Promotion.

“CLI” means Caller Line Identification.

“Communication” means any form of communication in relation to a Programme or Promotion between a member or members of the audience and the Customer, the Supplier or a Supplier’s Sub-contractor, where such communication is publicised in a Programme, including methods of communication in which consideration is passed from a member of the public directly or indirectly to the Customer, the Supplier or a Supplier’s Sub-contractor and methods of communication intended to allow members of the public to register indications of preference or intended to allow participation into any competition, vote, game or scheme operated by the Customer, the Supplier or a Supplier’s Sub-contractor.

“Controlled Premium Rate Services” shall have the meaning set out in Section 2 (e) of the Condition under Section 120 of the Communications Act 2003 regulating Premium Rate Services 23 December 2003 (as amended 26 April 2007).

“DPA” means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

“Dates of Promotion” means the period specified in Schedule 2 (Broadcast Schedule).

“Effective Date” means the date first above written.

“Fees” means any fees under this Agreement payable by the Customer to the Supplier for the provision of the Services as specified in Schedule 1 (Fees and Notices).

“Intellectual Property Rights” or “IPR” means any current and future intellectual property rights, including:

- (a) copyrights, trade marks, trade names, domain names, rights in logos and get-up, design rights, know-how, rights in inventions, patents, utility models, semi-conductor topographies, rights in databases; and
- (b) all intangible rights of a nature similar, analogous or allied to any of the above;

in every case in any part of the world and whether or not registered, including in relation to the above:-

- (a) all granted registrations and all applications for registration;
- (b) all renewals, reversions or extensions;
- (c) the right to sue for damages or obtain other relief; and
- (d) all forms of protection of a similar nature which may subsist anywhere in the world.

“IVR” means, as appropriate to the Services, a fixed line telephony “interactive voice response” system resulting in a series of audio prompts to Users responding to a Promotion which requests information from Users and stores Users’ responses via touch-tone telephone key presses and/or voice responses.

“Keyword” means a predetermined set of characters that a User must type at the start of a MOSMS Message in order to respond to a Promotion using a Short Code.

“MNOs” means the mobile network operators which include Orange, Three, O2, Vodafone, T-Mobile, EE and Virgin Mobile or any other authorised provider of mobile telecommunications services within the United Kingdom across whose networks Calls are delivered to the interface of the Supplier’s or the Supplier’s Sub-contractor’s systems.

“MOSMS Message” means, in relation to Services provided hereunder, a mobile originated SMS text message sent by a User to an SMS Short Code.

“MTSMS Message” means, in relation to Services provided hereunder, a mobile terminated SMS text message sent to a User

"Network Operator" means as appropriate, BT, Cable & Wireless or any other authorised provider of telecommunications call services within the United Kingdom across whose networks Calls are delivered to the interface of the Supplier’s or the Supplier’s Sub-contractor’s systems and for the avoidance of doubt shall include the MNOs.

“Net Revenue” means in relation to a Promotion revenue attributable to Calls made in response to such Promotion and paid to the Supplier less any Operator Charges and/or other agreed costs.

"Number" means the telephony number or numbers to be provided and managed by the Supplier as part of the Services as set out in Schedule 2 (Broadcast Schedule), and the expression "Numbers" shall be construed accordingly.

"OFCOM" means the body corporate established by the Office of Communications Act 2002 that regulates the UK communications industries.

"Operator Charges" means any charges payable by the Supplier for any fees or costs of a Network Operator.

"PSA" means "Phone-Paid Services Authority".

"PP+" means "Phonepayplus".

"Phone-Paid Services Authority" means PhonePayPlus (previously known as ICSTIS) that regulates on behalf of OFCOM phone-paid products or services in the UK .

"Premium Rate Services" shall have the meaning set out in Section 120 (7) of the Communications act 2003 and for the avoidance of doubt shall also include Controlled Premium Rate Services.

"Price Message" means a price message if any for a Promotion and as specified in Schedule 2 (Broadcast Schedule) which identifies the cost to a User of using a promoted Number.

"Programme" means the programme specified in Schedule 2 (Broadcast Schedule).

"Promotion" shall have the meaning set out in Schedule 2 (Broadcast Schedule).

"Schedule" means a schedule to this Agreement.

“Services” means the Premium Rate Services and any other services to be provided by the Supplier under the Agreement.

“Service Levels” means the Supplier’s service levels for the provision of the Services set out in Schedule 3 (SLA).

“SLA” means the Supplier’s service level agreement for the provision of the Services set out in Schedule 3 (SLA);

“SMS” means the Short Message Service protocol being a mobile telephony communications technology protocol that typically allows the transfer of small amounts of text or other material to be sent and received between capable mobile phones and other devices using the Global System for Mobile communications protocol.

“Short Code” means a non premium or premium rate short code number recognised by all MNOs to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement.

"Sub-contractor" means a third party, who is not a Network Operator, to whom the Supplier subcontracts the provision of all or any component part of the Services pursuant to Clause 3.5.

“Term” has the meaning set out in Clause 2.2.

“Terms of Business” means the terms and conditions set out in this main body of the Agreement.

“United Kingdom” means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

“User” means a person within the United Kingdom who responds to a Promotion by using a Number promoted to make a Call connected to or via the Services.

“User Information” means information given by a User in response to a Promotion which may include Personal Data (as defined in Clause 3.4) and information of whatever kind or nature whether in tangible or documented form or otherwise.

"Working Day" Monday to Friday 0900 to 1700 but shall exclude weekends and public holidays.

1.2 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement, and words and expressions used in a Schedule (unless otherwise defined) shall have the same meaning set out in these Terms of Business, and vice versa.

1.3 A reference to Clauses, Sub-clauses, Schedules and Annexes are, unless otherwise expressly provided, references to clauses and sub-clauses of and annexes to this Agreement.

1.4 Words suggesting the singular include the plural and vice versa.

1.5 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.6 A reference to any contract or agreement (including for the avoidance of doubt the Agreement) or instrument are to that contract, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time.

1.7 A reference to any body is:-

1. if that body is replaced by another organisation, deemed to refer to that organisation; and
2. if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body.

1.8 A reference to a person includes a partnership, trust, company, any form of governmental or supra governmental body, agency or authority, corporation and unincorporated or incorporated association or statutory authority.

1.9 Use of the words 'includes', 'including', 'in particular', 'for example' or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

1.10 The Schedules and Annexes will form part of, and be construed in accordance with, this Agreement.

1.11 Unless otherwise specifically agreed in writing between the parties, if there is any inconsistency between any of the Terms of Business, the Schedules, any Annexes and any other document referred to in or incorporated into this Agreement, the order of priority in descending order is:-

1. Schedule 1 (Fees and Notices) and Schedule 2 (Broadcast Schedule);
2. these Terms of Business;
3. Schedule 3 (Service Level Agreement);
4. any other Schedule to this Agreement; and
5. any Annex, appendix or other document referred to or incorporated by reference into this Agreement.

2. Subject Matter and Term

2.1 This Agreement details the terms and conditions under which the parties have agreed that the Supplier shall provide Services for the Promotion and the Customer shall promote and run the Promotion within the Programme.

2.2 This Agreement shall commence on the Effective Date and unless terminated by one of the parties in accordance with the terms of this Agreement shall continue in force for the duration of the Dates of Promotion and until the Supplier has fulfilled all other obligations set out in a Schedule that are to be performed after the Dates of Promotion (including any testing, attendance of review meetings and/or reporting obligations).

3. The Supplier's Responsibilities

3.1 Premium Rate Services

Without prejudice to the other obligations of the Supplier set out elsewhere in this Agreement (including those set out in Clauses, 3.2.1, 3.3.9 and 5), to the extent that Premium Rate Services form part of Services being provided:-

3.1.1 it is acknowledged and agreed by the parties that the Supplier is acting as the “service provider” for the purposes of the Phone-Paid Services Authority regulations and the Supplier:-

1. shall on request, supply the Customer with a copy of its Phone-Paid Services Authority registration and any applicable permissions including its relevant Phone-Paid Services Authority prior permission certificate (including any renewals);
2. represents and warrants that it has a current registration with Phone-Paid Services Authority and that there are no complaints made or investigations launched or notice received by the Supplier from Phone-Paid Services Authority with respect to the Supplier’s registration with Phone-Paid Services Authority;
3. shall keep the Customer informed of any complaints made or investigations launched or notice received by the Supplier from Phone-Paid Services Authority, OFCOM or any other appropriate regulatory authority during the Term;
4. in the event that the parties agree to change the Services and/or the Promotion and this change is likely to result in the Services and/or the Promotion being altered from what is described in the relevant Phone-Paid Services Authority permission certificate, The Supplier shall immediately notify the Customer as soon as it becomes aware of the alteration and seek permission from Phone-Paid Services Authority to provide the altered service and/or promotion, and shall keep the Customer informed of all material developments (including any conditions imposed by Phone-Paid Services Authority). For the avoidance of doubt no change to the Services will take place and the Supplier shall continue providing the Services as previously agreed until a valid certificate for the changed service is obtained by the Supplier from Phone-Paid Services Authority; and
5. shall procure that any of its Sub-contractors acting as a “service provider” for the purposes of the Phone-Paid Services Authority regulations shall comply with this Clause 3.1.1 and Clause 3.1.2.

3.1.2 the Supplier represents, warrants and undertakes that:-

1. at the date of this Agreement it is and shall remain for the duration of the Term fully compliant (and the provision of the Services shall be in accordance) with the Phone-Paid Services Authority Code of Practice including the Phone-Paid Services Authority’ prior permissions regime;
2. that it has obtained, and shall continue to hold for the duration of the Term, current written certificates for any and all necessary prior permissions from Phone-Paid Services Authority permitting the Supplier to provide the Services to the Customer;
3. in providing Premium Rate Services to the Customer it shall at all times comply with all conditions set by Phone-Paid Services Authority for granting prior permission including that the Supplier shall:-
 - a. make all valid viewer responses available to the Customer to consider in good time;

- b. close the telephone lines immediately when an announcement is made to that effect;
- c. if requested by the Customer to select the competition winners, select competition winners at random from all correct entries (unless there is a tie-breaker or other skill-based outcome);
- d. where the Customer itself selects the competition winners assist and enable the Customer to select competition winners at random from all correct entries (unless there is a tie-breaker or other skill-based outcome);
- e. where the Supplier contracts a third party to help deliver the Services, clearly identify which company is responsible for each activity associated with the Service and procure that such third party complies with the provisions of this Agreement ; and
- f. ban changes to operational systems or procedures without express authorisation from a competent senior manager of the Supplier;

3.1.3 the Supplier shall cooperate fully with the Customer and, upon Customer's request,

3.1.4 for Services and Programmes in relation to which the Customer is required to include in its compliance procedures independent third-party verification of the systems used, the Supplier shall (and for the avoidance of doubt shall procure that its Sub-contractors shall) cooperate fully with the Customer and/or the independent third party and shall follow all directions of the Customer so as to facilitate and enable the Customer to comply with its obligations (and the independent third party verification to be carried out in all respects) in accordance with all Applicable Laws including the relevant OFCOM and Phone-Paid Services Authority instruments. This obligation of the Supplier and/or of its Sub-contractors shall include:-

- 1. making the relevant systems available as required for such verification including in order to enable an end-to-end analysis of the technical and administrative systems used or to be used for the receipt and processing of votes and competition entries by members of the public;
- 2. enabling and facilitating the full documentation of such systems and the analysis of such systems;
- 3. providing forthwith and in an appropriate form any information requested by the Customer regarding verification;
- 4. collecting and retaining for at least two years (or for any longer period specified by the Customer or required by Applicable Law) all relevant data regarding votes and competition entries from callers by means of Controlled Premium Rate Services. The Supplier shall ensure that such data shall:-

- a. include full records of interactions from the viewing public at all points at which interactions are recorded and processed and whether carried forward or (in the case of competitions) eliminated;
 - b. be collected and retained in a manner that permits the data to disaggregate so that it is possible to determine how any individual entry was handled;
 - c. be retained in an appropriate form (as specified by the Customer);
 - d. be supplied to the Customer upon request and in any case at the end of the retention period using technical means (which may include encryption) specified by the Customer; and
 - e. be processed in accordance with Clause 3.4 below;
5. cooperating with the Customer and/or the independent third party in order to enable and facilitate appropriately regular reviews of individual programmes which shall include the tracking of all votes and/or competition entries through all stages from receipt and fully documenting the results of each review; and
6. in the event that the independent third-party verifier indicates that changes need to be made to this Agreement, the Supplier and the Customer shall work together in good faith to review the Agreement with the aim to incorporate the changes required by the independent third party and the Supplier shall make best endeavours to accommodate the aforementioned changes.

For the avoidance of doubt and without prejudice to any other instances of material breach of this Agreement by the Supplier, a breach of any of the obligations in Clause 3.1 by the Supplier shall be considered a material breach of the Agreement for the purposes of Clause 9.2.1, Clause 11.1.1, Clause 11.3 and Clause 13.3.

3.2 General

The Supplier shall:-

3.2.1 provide the Services and carry out its obligations under and pursuant to this Agreement in accordance with all Applicable Laws in the United Kingdom relating to the same. For the avoidance of doubt, and without prejudice to other instances of material breach of the Supplier's obligations under the Agreement, a breach of this obligation by the Supplier shall be considered a material breach of the Agreement for the purposes of Clause 9.2.1, Clause 11.1.1, Clause 11.3 and Clause 13.3;

3.2.2 without prejudice to its other obligations under this Agreement including Clauses 3.1 and 3.2.1, as the “service provider”, ensure that the Phone-Paid Services Authority Code of Practice and guidance are adhered to in all matters other than those for which the Customer accepts responsibility for under Clause 4 in the event that Premium Rate Services form part of Services being provided;

3.2.3 provide sufficient contact details in any publicity or advertisements relevant to the Services in order to enable the media and the public to correspond with the Supplier;

3.2.4 where the Customer so requests expressly and in writing, the Supplier shall deal with correspondence from the media and/or the public regarding the provision of Services hereunder in accordance with the instructions of the Customer and draft replies for the Customer to such correspondence if the Customer so requests and ensure that such correspondence shall be at all times in accordance with all Applicable Laws and the Customer’s instructions and directions and, in the event that such correspondence constitutes Communication, in accordance with Clause 3.3.9. For the avoidance of doubt, the Supplier will not be responsible for replying to and shall not be permitted to reply to complaints or comments from any third party about the Programme or the content of a Promotion. In relation to dealings with Phone-Paid Services Authority, subject always to Clause 3.1 and, save as expressly required by Applicable Laws, any correspondence with Phone-Paid Services Authority in relation to this Agreement shall only be undertaken by the Supplier with the prior written approval of the Customer;

3.2.5 consult and co-operate with the Customer throughout the Term and the provision of the Services and:-

1. immediately inform the Customer of any actual or potential problems with the Services or this Agreement, or of any other circumstances which arise at any time during the Term which might materially impair or prevent the provision of the Services, that the Supplier becomes aware of and shall make all reasonable endeavours to solve such problems and/or rectify such circumstances; and
2. follow the Customer’s directions, implement the Customer’s requirements and provide information about progress, any problems or potential problems, industry issues and areas for improvement, and answer any questions which the Customer may have in respect of the Services;

3.2.6 act in good faith at all times and not do anything outside of its obligations under this Agreement that would directly cause the Customer to be in breach of any Applicable Laws in the

United Kingdom relating to the Services and not do anything that could bring the Customer into disrepute; and

3.3 Services

The Supplier shall:-

3.3.1 provide the Services set out in this Agreement in accordance with all Applicable Laws and so as to meet or exceed the Service Levels set out in Schedule 3 (SLA) and the Supplier shall:-

1. supply each Number and Short Code in good time for the start of a Promotion and for any prior publicity requirement of the Customer and during the Dates of Promotion. The Supplier shall supply each Number and Short Code in accordance with all Applicable Laws;
2. assist the Customer in and make all reasonable endeavours to enable the Customer to take all due care in network selection and operational arrangements and the Supplier warrants that nothing in the Services shall prevent the Customer from taking such due care;
3. comply with the Customer's directions;
4. unless otherwise specified in Schedule 2 (Broadcast Schedule), ensure that Calls are not charged to the User or counted as valid votes or competition entries for tele-vote and competition purposes in the following cases:-
 - a. when placed before the telephone lines are open;
 - b. when placed after the lines have closed;
 - c. which exceed any applicable call capping limitations specified in Schedule 2 (Broadcast Schedule);
 - d. where the Caller is not able to get through; and
 - e. if the Caller withholds the CLI where the format of the interaction with the audience requires disclosure of the CLI; and
5. be responsible for any refunds to Callers in accordance with Schedule 3 (SLA) and in this regard the Supplier represents and warrants that it has in place (in accordance

with all Applicable Laws) adequate customer service and refund mechanisms including a non-Premium Rate Service UK customer service telephone number;

3.3.2 test the lines prior to commencement of a Promotion and at regular intervals during the course of the Promotion and after the end of a Promotion in accordance with this Agreement. The Supplier shall:-

1. inform the Customer of the results of testing as requested by the Customer or if the tests reveal any issues. In the event that testing reveals any issues, the Supplier shall address such issues in accordance with this Agreement;
2. ensure that there is no risk of confusion between test calls placed by either the Customer or the Supplier, calls placed by callers during the testing window and Calls placed by Users during the audience interactivity window and the Supplier shall identify and treat accordingly and appropriately each type of call in accordance with the terms of the Agreement and all Applicable Laws;
3. if Callers place calls within the testing window, make its best endeavours to contact such Callers and refund the cost of the call and advise that the Caller's call will not be registered and/or that the Caller's vote or competition entry will not count; and
4. submit to the Customer the reports set out in this Agreement;

3.3.3 if so requested by the Customer:-

1. produce a draft script for and/or (in the case of IVR, if applicable) a pre-recorded audio play-out message to be played to Users responding to Promotions via Number(s);
2. subject always to Clause 3.2.2, agree with the Customer any final script and/or any audio message and in the case of SMS, if applicable, an agreed SMS Message to be automatically returned to a User in response to a MOSMS Message, and/or
3. subject always to Clause 3.2.2 agree with the Customer any final script and/or any SMS automatic text response in advance of the Programme transmission.

3.3.4 in accordance with Clause 3.4 process (and store securely pursuant to the requirements of the DPA) User Information solely for the purpose of providing the Services;

3.3.5 fully co-operate with the Customer in the event that any issue arises in the Promotion where in the Customer's opinion there is need for action by the Supplier. In such cases the issue shall be

escalated by the Customer who will inform the Supplier and the Supplier shall make its best endeavours to carry out the Customer's instructions, to resolve any issues and assist the Customer in resolving any issues; and

3.3.6 Communications with the public

In dealing with any Communications with the public the Supplier shall:-

1. exercise all reasonable skill, prudence and care in the selection of the means of Communication and in the handling of Communications received;
2. where voting, competitions, games or similar schemes form part of the Services, conduct the voting, competitions, games or similar schemes, in such ways as to ensure fair and consistent treatment of all eligible votes and entries;
3. provide accurate information to the Customer and in all respects assist the Customer in and make best endeavours to enable the Customer to ensure that publicity in Programmes (including in Programmes for voting, competitions, games or similar schemes) shall not be misleading;
4. in the provision of the Services, comply the provisions of the Phone-Paid Services Authority Code or, in the absence of such a code, the terms of any order made by OFCOM or any other competent regulatory body for such purposes;
5. assist and make all reasonable endeavours to enable and facilitate the Customer to comply with all Applicable Laws including its regulatory obligations including those concerning communications (including Communications) with the audience (including Users); and
6. to the extent that as part of the Services the Supplier handles any communication (including any Communication) with the viewing public (including Users), the Supplier shall comply with all Applicable Laws, this Agreement and with their respective regulatory obligations.

3.4 Data Protection

For the purposes of this clause 3.4 the terms "processing", "Personal Data", "data controller" and "data processor" shall bear the same meanings as set out in the DPA. Any reference to Personal Data shall include any part thereof. Regarding Personal Data relating to Users who respond to a

Promotion, the parties acknowledge that the Customer shall be the data controller and the Supplier shall be the data processor in respect of the processing of such Personal Data and, the Supplier warrants and undertakes that it shall:-

3.4.1 not use Personal Data for any purposes other than is necessary for performance of its obligations under this Agreement and provision of the Services;

3.4.2 in relation to the Personal Data, at all times comply with all relevant requirements of the DPA and any superseding or amending legislation and all other applicable legislation including the data protection principles set out in the DPA and the requirements relating to notification;

3.4.3 other than necessary disclosure in accordance with this Agreement for the purposes of provision of the Services, the Supplier will not disclose any Personal Data to any third party whatsoever without the Customer's express prior written approval;

3.4.4 put in place and maintain during the Term and for as long as Personal Data is held appropriate and robust technical and organisational security programs and measures to prevent any unauthorised disclosure, use of and/or access to Personal Data by unauthorised persons and to prevent any accidental or unlawful destruction, loss, or alteration of Personal Data, and ensure that only authorised persons will have access to the data processing equipment used to process the Personal Data and that any such authorised persons respect and maintain the confidentiality and security of the Personal Data;

3.4.5 promptly inform the Customer if any Personal Data is lost, destroyed or becomes damaged, corrupted or unusable;

3.4.6 process Personal Data only in accordance with the terms of this Agreement or otherwise prior written instructions from the Customer and with the rights of data subjects under the DPA;

3.4.7 upon reasonable prior written notice from the Customer grant to the Customer (or if requested by the Customer) such access to its premises, facilities and relevant records and the premises, facilities and relevant records of its Sub-contractor(s) as is reasonably necessary to enable the Customer to verify that the Supplier is performing its obligations under this Clause 3.4;

3.4.8 immediately notify the Customer in the event it receives a request for access to any Personal Data or any complaint, notice or communication relating directly or indirectly to the processing of Personal Data or either party's compliance with the DPA and shall provide the Customer with prompt and full co-operation and assistance in relation to any such subject access request, complaint, notice or communication;

3.4.9 not process any Personal Data outside the European Economic Area without the Customer's express prior written approval and where the Customer consents to such processing to comply with any reasonable instructions notified by the Customer to the Supplier including (where the Customer requires) entering into such contractual provisions as the Customer may reasonably request so as to satisfy the Eighth Data Protection Principle as set out in the DPA;

3.4.10 not retain the Personal Data or any copies or records thereof for longer than is reasonably necessary to perform its obligations under this Agreement and, upon termination or expiry of this Agreement, shall if so required by the Customer return the Personal Data to the Customer or destroy the Personal Data and promptly certify in writing to the Customer that such Personal Data has been destroyed or returned;

3.4.11 for the avoidance of doubt, to the extent that the Services involve the collection of personal information such as names, addresses and phone numbers (including CLI or caller display information) the Supplier shall comply with Clause 3.4.3 of the Phone-Paid Services Authority Code of Practice; and

3.4.12 procure that its Sub-contractors and Network Operators comply with this Clause 3.4.

3.5 Sub-contractors

3.5.1 Subject to Clauses 3.5.2 to 3.5.5 (inclusive) the Supplier shall provide Services both on its own account and via the use of Sub-contractors.

3.5.2 Subject to notifying any proposed sub-contractors to the Customer and obtaining the Customer's approval the Supplier shall be authorised to sub-contract all or any component part of Services to Sub-contractor(s). The Customer shall also be entitled to request on reasonable grounds that any particular Sub-contractor be replaced.

3.5.3 In addition to the right of prior approval over such Sub-contractors, the Customer shall be entitled to request that the Supplier reveal the identity of any Sub-contractor(s) and the Supplier shall provide these details within one Working Day of receiving a request from the Customer.

3.5.4 The Supplier hereby warrants and undertakes that notwithstanding the right to use Sub-contractors:-

1. it shall remain fully responsible to the Customer for the Services (including any component of the Services provided by its Sub-contractor(s)) and shall remain liable to the Customer for the performance of its obligations under this Agreement and for each Sub-contractor's compliance with the terms and conditions of this Agreement and its sub-contract with the Supplier;
2. it shall ensure that any contract with its Sub-contractor(s) contains provisions substantially equivalent to those set out in this Agreement;
3. all Sub-contractors are highly skilled, reputable and shall at all times comply with all Applicable Laws and, to the extent required by Applicable Laws and in conjunction with the Services which they are involved, are registered with Phone-Paid Services Authority and where appropriate have obtained the appropriate Prior Permission by Phone-Paid Services Authority to provide Services to the Customer.

3.5.5 Any reference to the Supplier in this Agreement shall, unless otherwise stated, include the Sub-contractors.

3.6 IPR

3.6.1 The Supplier hereby assigns (or will procure the assignment of) to the Customer with full title guarantee the entire copyright (by way of present assignment of future rights) and all other IPR and rights of whatsoever nature including database rights in and to the Service and the products of the Service including any database or other compilation and all reports (but excluding standard reports created by the Supplier or a Network Operator independently of the provisions of this Agreement and used by the Supplier or a Network Operator with other customers) created by the Supplier pursuant to this Agreement for the full period of copyright and any extensions and renewals thereof and thereafter in perpetuity (excluding, for the avoidance of doubt, any IPR in proprietary report formats or proprietary software). The Supplier:-

1. acknowledges that any rights not assigned or licensed hereunder are reserved to the Customer including (for the avoidance of doubt any rights in audiovisual content and/or user generated content); and
2. shall, and shall procure that its employees, agents and Sub- contractors shall, do all such acts and execute such documents, at the Customer's request and reasonable expense, as the Customer may require to confirm or vest in the Customer the copyright and all other rights assigned pursuant to this Agreement.

3.6.2 The Customer hereby grants to the Service Provider a non-exclusive, non-transferable, royalty free licence during the Term to use the IPR described in Clause 3.6.1 above for the purposes of providing the Services.

3.6.3 The Customer hereby acknowledges and agrees that (unless otherwise expressly agreed between the parties) it shall in no circumstances acquire any IPR in or to the Numbers and/or (as appropriate) the Short Codes provided by the Supplier under and pursuant to this Agreement. The Supplier hereby grants to the Customer (or shall procure the grant to the Customer of) a non-exclusive, non-transferable, royalty free licence during the Term to use the IPR in the Numbers and/or the Short Codes provided by the Supplier under and pursuant to this Agreement.

3.7 Additional Work & Services & Change Control

3.7.1 From time to time during the Term, the Customer may request that the Supplier varies Services provided or provides additional work and services in relation to the Programme and/or the Promotion or otherwise amend this Agreement ("Change"). Any such request for a Change shall be presented to the Supplier in writing as a change control request ("Change Control Request"), identifying (a) the detail of the proposed Change, (b) the Customer's representative requesting the Change, (c) the date of the request, and (d) all other matters material to the requested Change.

3.7.2 The Supplier shall as soon as reasonably possible and in any case within 3 Working Days of the date of receipt of a Change Control Request respond in writing to the Customer and provide for the Customer's approval (a) an initial written estimate of the cost of undertaking the requested Change, and (b) an estimated timetable to carry out the Change ("Estimate").

3.7.3 The Customer shall within 2 Working Days of the date of receipt of an Estimate respond in writing to the Supplier and either approve or reject the Estimate.

3.7.4 An approved Estimate signed off by the Customer shall be the Supplier's authority to go ahead and perform the Change and shall constitute a formal amendment to the Agreement. No verbal agreement will have any effect until an Estimate is authorised in writing and signed by the Customer. For the avoidance of doubt, unless otherwise agreed by the parties, until the Supplier obtains an approved Estimate signed off by the Customer, both parties will continue to perform their respective obligations under the Agreement as if a Change Control Request had not been made.

3.7.5 If a change to any Applicable Law necessitates a change to the Services or otherwise to this Agreement (a “Regulatory Change”), the Supplier shall comply with such Regulatory Change to the extent that it applies to the Services and its obligations hereunder and the Customer shall comply with such Regulatory Change to the extent that it applies to the Customer’s business operations and Customer’s responsibilities as set out hereunder.

3.7.6 As soon as the Supplier becomes aware of any Regulatory Change it shall notify the Customer.

3.8 Short Codes and Numbers

Without prejudice to, and to the generality of, their other rights and obligations set out elsewhere in the Agreement, if as part of Services, the Supplier is required to provide Numbers, Short Codes and/or Keywords the parties agree that:-

3.8.1 with effect from the Effective Date and in accordance with the terms of the Agreement, the Supplier shall:-

1. provide the Short Codes and Numbers to the Customer in accordance with all Applicable Laws and the Agreement;
2. ensure that the Numbers, Short Codes, Keywords (if appropriate) and the Services are fully tested in accordance with this Agreement;
3. ensure that the Numbers and Short Codes, for such time as they remain available to the Supplier, shall be and remain reserved to the Customer until otherwise advised, available and functional (to the extent it is within the Supplier's reasonable control) with each Network Operator and MNO throughout the Term;
4. liaise with Network Operators and MNOs to minimise inter alia any security and privacy risks to the Numbers and Short Codes and/or the Services;
5. immediately inform the Customer of any risks, issues or changes in Applicable Laws which may impact on any aspect of the provision of the Numbers, Short Codes and/or the Services;
6. immediately inform the Customer should a Network Operator and/or MNO express an intention to withdraw a Number and/or a Short Code and:-
 - a. use its best endeavours to negotiate with the Network Operator and/or the MNO the continuation of the Number and/or Short Code for the benefit of the Customer; and
 - b. if despite its best endeavours the continuation of the Number and/or Short Code is not possible, arrange to obtain and provide a suitable replacement Number and Short Code at no additional cost to the Customer; and
 - c. use its best endeavours to require that any Network Operator and/or MNO will give a reasonable period of notice to the Supplier (and the Supplier shall immediately notify the Customer) before withdrawing a Number or Short Code;
7. if for reasons wholly beyond the Supplier's reasonable control, including any action by a Network Operator, MNO or by OFCOM, a Number or Short Code has to be withdrawn or otherwise becomes inoperable, the Supplier shall immediately inform the Customer of the withdrawal or loss of the Number or Short Code, use its best

endeavours to obtain a replacement Number or Short Code acceptable to the Customer and at the Customer's reasonable cost manage the migration from the Number or Short Code to the new agreed number or short code; and

8. in the event that migration of Numbers or Short Codes to an alternative supplier is required, the Supplier will at the Customer's reasonable expense (not to include the costs of entering into contracts which the Supplier is expected to have in place before entering this Agreement) develop a service migration plan in consultation with both the Customer and any alternative supplier as nominated by the Customer in order to transfer the Numbers or Short Codes to such supplier so that it may provide the Numbers or Short Codes to the Customer; and

3.8.2 the Supplier undertakes, represents and warrants to the Customer that:-

1. it has the right, power and authority to provide the Numbers and Short Codes and that the Numbers and Short Codes are free from claims, demands, liens, encumbrances or rights of any kind which can or will impair or interfere with the rights of the Customer and that the Customer's use of the Numbers and Short Codes will not violate any right of any third party (including any third party IPR); and
2. it has all the necessary rights, licences and permissions and has entered into all necessary contracts that will enable the Supplier to migrate the Numbers and Short Codes to an alternative supplier (pursuant to the Agreement or following termination of the Agreement or in the context of a subsequent EU procurement process ran by the Customer or as otherwise reasonably required by the Customer).

4. The Customer's Responsibilities

4.1 General

The Customer shall:-

4.1.1 in the event that Premium Rate Services form part of a Promotion ensure that the Promotion adheres strictly all Applicable Laws including the Phone-Paid Services Authority Code of Practice and related guidance and any relevant OFCOM rules, regulation or guidance on Participation TV to the extent that they apply to the Customer regarding the on-screen presentation and/or published details of a Promotion and/or any communication (including any Communication) with the audience including ensuring that any price message and Number are clearly presented to Users. The Customer agrees to promptly consider revising Promotion details on reasonable advice to do so by the Supplier in accordance with any relevant changes to the Phone-Paid Services Authority

Code of Practice and related guidance during the Term. For the avoidance of doubt, nothing in this Clause 4.1.1 shall (or shall be deemed to) limit the Supplier's obligations under Clause 3 and Clause 5;

4.1.2 in the event that a non-premium rate Number forms part of a Promotion ensure that the Promotion is in accordance with Applicable Laws and Guidelines regarding the on-screen presentation and/or any other details of a Promotion published by the Customer including ensuring that any price message and Number are clearly presented to Users save that nothing in this Clause 4.1.1 shall (or shall be deemed to) limit the Supplier's obligations under Clause 3 and Clause 5;

4.1.3 promote each Number using the agreed form of wording for the Promotion as set out in Schedule 1 (Fees and Notices) and/or Schedule 2 (Broadcast Schedule);

4.1.4 ensure that during the Dates of Promotion the minimum number of promotions as set out in Schedule 1 (Fees and Notices) and/or Schedule 2 (Broadcast Schedule) are observed;

4.1.5 in the event that the Programme times or dates are varied, notify the Supplier of such variations as soon as reasonably practicable and provide the Supplier with reasonable assistance necessary in order to assist the Supplier in re-scheduling Services for the Promotion accordingly;

4.1.6 ensure that Promotions are run in accordance with all Applicable Laws in force within the United Kingdom which affect the running of the same save that nothing in this Clause shall serve to limit the Supplier's obligations under Clause 3 and Clause 5;

4.1.7 at its own cost obtain and maintain all necessary rights, licences, permissions and or other consents of whatever nature which may be required from any copyright and/or other rights owners in respect of the inclusion of any script and/or message or response which the Customer itself produces or which is produced by the Supplier on the Customer's behalf pursuant to Clause 3.3.3;

4.1.8 in relation to Personal Data (as defined in Clause 3.4) held by the Customer, at all times comply with all relevant requirements of the DPA and any superseding or amending legislation and all other applicable legislation including the data protection principles set out in the DPA and will not use, disclose or transfer Personal Data or any part of it in a manner which is incompatible with the purposes for which the Customer has registered under the DPA in respect of such data;

4.1.9 be responsible for replying to complaints or comments from any third party about the Programme or the content of a Promotion, and in the event it receives any enquiries from the media and/or the public regarding the provision of Services it shall refer them to the Supplier as soon as practicably possible; and

4.1.10 comply with its editorial and operational responsibilities set out at Schedule 2 (Broadcast Schedule).

5. Data-capture, Tele-votes and Prize Competitions

5.1 Data-capture

Without prejudice to, and to the generality of, their other rights and obligations set out elsewhere in the Agreement, if as part of Services, the Supplier is required to undertake a data-capture of Users responses to a Promotion the parties agree that:-

5.1.1 any pre-recorded script or automatic text response shall be designed to request that a User leaves the data-capture details specified in the relevant Schedule;

5.1.2 the Supplier shall not be responsible if a User does not choose to leave all of the data-capture details requested when prompted to do so; and

5.1.3 in the event that the Supplier is responsible for providing any data-capture transcription for the purposes of providing Services it shall prepare and hold or despatch the data-capture transcription in an agreed form.

5.2 Tele-vote

Without prejudice to, and to the generality of, their other rights and obligations set out elsewhere in the Agreement (including those set out in Clause 3), if as part of Services, Users responses to a Promotion are captured for the purposes of registering a vote to decide the outcome of a contest of any sort within a Programme or the outcome of any stage in such a contest the parties agree that:-

5.2.1 The Customer shall be responsible for running the vote in accordance with all Applicable Laws regarding the running of tele-votes together with all Guidelines, and the Programme's subject matter;

5.2.2 the Supplier shall design the Services to optimise the ability to answer User Calls and will ensure that all Users stand an equal chance of registering their vote including that all eligible votes are treated fairly and consistently and in accordance with all Applicable Laws, and Schedule 2 (Broadcast Schedule). The Supplier shall:-

1. ensure that the relevant voting lines are opened and closed in accordance with the timeframes agreed in Schedule 2 (Broadcast Schedule) and that all valid votes are counted, in accordance with all Applicable Laws and Schedule 2 (Broadcast Schedule);
2. supply the Customer with the minimum time necessary for the voting windows in order to enable the Customer to built in sufficient time for viewers to interact and for the processing of votes which shall include that the Supplier shall ensure that all valid votes are available in sufficient time to be fully considered and reflected in any outcome;
3. provide to the Customer all information concerning technical capacity which, in the Customer's opinion, is necessary in order to enable the Customer to estimate whether the time for entry, processing and closure of the votes is safe and in accordance with Applicable Laws;
4. immediately notify the Customer as soon as it becomes aware of a significant failure in the tele-vote Services before the result is broadcast and:-
 - a. keep the Customer up to date;
 - b. rectify the failure as soon as possible; and,
 - c. immediately notify the Customer as soon as the failure is rectified ;in accordance with Schedule 3 (SLA);
6. in the event of technical or other problems, follow the relevant contingency procedure set out in Schedule 2;
7. undertake reviews of the vote in accordance with Schedule 2 or as otherwise agreed with the Customer as soon as practicable after the event or regularly in the case of ongoing votes in order to enable the Customer to evaluate any issues concerning the vote;
8. in the event that the Customer has instructed a third party to independently verify the result and/or adjudicate any aspect of the vote, the Supplier shall fully co-operate with the third party and follow the instructions of the Customer; and
9. provide the Services so as to ensure that nothing in the provision of the Services impedes the Customer from complying with its obligations under Clause 5.2.1;

5.2.3 to the extent within its and its Sub-contractors' control the Supplier shall ensure (and to the extent beyond its and its Sub-contractors' control the Supplier shall make best endeavours to ensure) that Users who telephone the voting lines before the lines have opened or after the lines have closed do not incur any Premium Rate Service charge and shall use all reasonable endeavours to ensure that Users do not incur any network charge. Notwithstanding the foregoing, in the unlikely

event that Calls are made during the testing window before the lines open as set out in Schedule 2 Users will be charged but their votes will not count and for such Calls the Supplier shall:-

1. automatically refund such Calls in accordance with the SLA; and
2. provide in accordance with Schedule 2 to the Customer a record of all such Calls made;

except where for such Calls the User has withheld caller line identification, in which case the Supplier shall automatically refund the User if the User approaches the Supplier and can prove to the Supplier's reasonable satisfaction that the User made such a Call.

5.2.4 The Customer shall announce and display the result of any such tele-vote in the Programme as set out in Schedule 2 ; and

5.2.5 The Customer shall in any event have the right to withhold the result, refer it to an alternative panel or cancel the vote if the Customer believes that the vote cannot proceed in a fair and consistent manner in accordance with Guidelines and Applicable Laws. If refunds are required, the Supplier shall be responsible for such refunds in accordance with Clause 3.3.1 (5).

5.3 Prize Competition

Without prejudice to, and to the generality of, their other rights and obligations set out elsewhere in the Agreement (including those set out in Clause 3), if as part of the Services, Users responses to a Promotion are required to be captured for the purposes of a 'prize competition' the parties agree that:-

5.3.1 The Customer shall be responsible for running the prize competition in accordance with all Applicable Laws regarding the running of prize competitions together with all Guidelines, and the Programme's subject matter;

5.3.2 The Customer shall be responsible for drawing up and holding the prize competition rules and for ensuring that these comply with its obligations under Clause 5.3.1;

5.3.3 the Supplier reserves the right to be consulted about the prize competition structure and/or the questions used in the prize competition, and the Customer acknowledges that the level of difficulty will affect the way in which Services must be designed to support the same;

5.3.4 the Supplier shall:-

1. provide the Services in a way that ensures that:-
 - i. the competition is conducted fairly and honestly;
 - ii. nothing in the provision of the Services results in the public being misled; and
 - iii. nothing in the provision of the Services impedes the Customer from complying with its obligations under Clause 5.3.1 and Clause 5.3.2;
2. ensure that the relevant competition lines are opened and closed in accordance with the timeframes agreed in Schedule 2 (Broadcast Schedule);
3. supply the Customer with the minimum time necessary for the competition entry windows in order to enable the Customer to build in sufficient time for viewers to interact and for the processing of entries which shall include that the Supplier shall ensure that all valid entries are available in sufficient time to be fully considered and reflected in any outcome;
4. aggregate all interactions efficiently and in accordance with all Applicable Laws;
5. treat all eligible entries fairly and consistently, which shall include ensuring that all valid entries are entered into the relevant prize draw and stand an equal chance of winning, in accordance with all Applicable Laws and Schedule 2; ensure that the time for closure of the entries to a competition has taken due account in each case of the technical capacity, the likely level of response, and the time needed for winners or successful entrants to be selected fairly;
6. commence any process of short listing or selecting winners or successful entrants only after the time set for closure of entries and after an additional time calculated to enable all entries to be aggregated;
7. ensure that Programmes using SMS methods of entry make use of message terminated (return path) charging to minimise any risk that messages are charged but not received;
8. cooperate with the Customer and/or any representatives appointed by the Customer to enable the Customer to obtain guidance on all parts of the systems used by viewers for entries to competitions and relied on by the Customer and/or the Supplier for the administration of competitions (including guidance on matters such as telecommunications network capacity; latency in mobile networks; reliability of equipment; service provider and aggregator capability; or, the efficiency and robustness of communication between the Customer, the Supplier, sub-contractors and other interested parties);

9. not use without the prior written agreement of the Customer (which may be conditional on obtaining expert statistical advice) any techniques in the handling of competition entries which may introduce statistical flaws or other unfairness;
 10. provide to the Customer all information concerning technical capacity which, in the Customer's opinion, is necessary in order to enable the Customer to estimate whether the time for entry, processing and closure of the entries is safe and in accordance with Applicable Laws;
 11. provide to the Customer in good time all information in the Supplier's control that is necessary, in the Customer's opinion, to enable the Customer to make the audience aware of how the competition is run and the method of selecting winners or candidate winners;
 12. provide to the Customer all the information on pricing and charges required, in the Customer's opinion, in order to enable the Customer to give to the audience as much information and clear detail as practicable in relation to the costs that the Users may incur;
 13. in the event that the Customer has instructed a third party to independently verify the result and/or adjudicate any aspect of the competition, the Supplier shall fully co-operate with the third party and follow the instructions of the Customer;
 14. immediately notify the Customer as soon as it becomes aware of a significant failure in the competition Services before the result is broadcast, and:-
 - i. ensure that the result has been withheld until the failure is rectified;
 - ii. keep the Customer up to date;
 - iii. rectify the failure as soon as possible; and,
 - iv. immediately notify the Customer as soon as the failure is rectified;
- in accordance with the SLA; and
15. in the event of technical or other problems, follow the relevant contingency procedure set out in Schedule 2; and
 16. undertake reviews of the competition in accordance with Schedule 2 or as otherwise agreed with the Customer as soon as practicable after the event or regularly (where appropriate) in order to enable the Customer to evaluate any issues concerning the competition;

5.3.5 to the extent within its and its Sub-contractors' control the Supplier shall ensure (and to the extent beyond its and its Sub-contractors' control the Supplier shall make best endeavours to ensure) that Users who telephone the competition lines before the lines have opened or after the lines have closed or who exceed any applicable call-capping or other restrictions specified in Schedule 2 (Broadcast Schedule) are not charged for the Call and their entries are not registered. Notwithstanding the foregoing, in the unlikely event that Calls made during the testing window before the lines open as set out in Schedule 2 Users will be charged but their entries will not be registered and for such Calls the Supplier shall:-

1. automatically refund such Calls in accordance with the SLA; and
2. notify the Users as soon as possible; and
3. provide in accordance with Schedule 2 (Broadcast Schedule) to the Customer a record of all such Calls made

except where for such Calls the User has withheld caller line identification, in which case the Supplier shall automatically refund the User if the User approaches the Supplier and can prove to the Supplier's reasonable satisfaction that the User made such a Call.;

5.3.6 the Supplier may where reasonable request that the Customer provides copies of records of prize competition winners' details for regulatory purposes only;

5.3.7 The Customer will ensure (and the Supplier shall make all reasonable endeavours to enable and facilitate the Customer in ensuring) that all prize competitions clearly state the following information as applicable:-

- (a) the time when the Promotion closes and details of prizes offered; and
- (b) any significant prize competition terms and conditions, including any restriction on the number of entries or prizes to be won in the prize competition, and any eligibility restrictions;

5.3.8 after the prize competition has closed, the Customer shall:-

- (a) ensure that the rules of the prize competition have been properly complied with prior to identifying any winners and awarding any prizes;
- (b) announce the prize competition winners and keep a record of all such prize competition winners' details for regulatory purposes; and
- (c) fund and supply the prizes for prize competitions and ensure that the prizes are despatched promptly to prize competition winners in accordance with the competition rules;

5.3.9 the party responsible for selecting the winner shall ensure that such selection is made fairly (including that all entries from which a winner will be chosen are entered into the pool and that the selection is genuinely random) and in accordance with the competition rules;

5.3.10 The Customer shall in any event have the right to withhold the result, refer it to an alternative panel or cancel the competition if the Customer believes that the competition cannot proceed in a fair and consistent manner in accordance with Applicable Laws.

5.4 If the Supplier is requested by the Customer to perform any of the Customer's responsibilities under this Clause 5, the Customer shall promptly provide all necessary information and assistance to the Supplier to enable the Supplier to perform the same and the Supplier shall perform the same in accordance with this Agreement and instructions and all Applicable Laws.

5.5 For the avoidance of doubt and without prejudice to any other instances of material breach of this Agreement by the Supplier, a breach of any of its obligations in Clause 5 by the Supplier shall be considered a material breach of the Agreement for the purposes of Clause 9.2.1, Clause 11.1.1, Clause 11.3 and Clause 13.3.

6. Payment

6.1 In the case of any Fees due and payable from the Customer to the Supplier for the provision of the Services, the Supplier shall invoice the Customer for the same and the Customer shall pay the Supplier by the end of the month following the month in which the invoice is dated.

6.2 In the case of any Net Revenue share due and payable by the Supplier to the Customer pursuant to Schedule 1 (Fees and Notices), the Supplier shall at the end of the calendar month following the Dates of Promotion issue the Customer with a statement showing the Net Revenue share due and owing to the Customer. The Customer shall invoice the Supplier for the same and the Supplier shall pay the Customer within 30 days of the later of either the date of receipt of the Customer's valid VAT invoice or the date of the Supplier receiving payment from the Network Operator.

6.3 All monies due and payable hereunder shall be paid exclusive of any value added tax, other sales taxes, charges or levies which may be payable thereon in the United Kingdom and free of all charges (including any bank charges, any deduction in respect of any claim, counterclaim, set-off or condition whatsoever, and any present or future taxes).

6.4 Subject to Clause 6.5, in the event that the Customer fails to make payment in accordance with Clause 6.1, the Supplier shall be entitled to charge the Customer interest for payment of the Fees at the rate of 4% per annum above the Bank of England base rate in force from time to time until payment is made in full PROVIDED THAT written notice shall be given by the Supplier that the invoice has not been paid and specifying the total amount of interest owed at the date of the notice; the daily rate at which the interest will continue to accrue; the invoice or invoices to which the interest relates; and the addressee to whom and address to which payment should be made.

6.5 The Customer reserves the right to withhold payment where the Services have not been provided in accordance with this Agreement and shall notify the Supplier accordingly. The Customer shall give reasons for the withholding of the payment and shall only be entitled to withhold that amount indicated as in dispute. If any sum of money shall be recoverable from or payable by the Supplier under this or any other contract with the Supplier the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this or any other contract with the Supplier. Exercise by the Customer of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise, at law or in equity.

7. Assignment

7.1 This Agreement is personal to the parties and neither party may assign its obligations hereunder without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

8. Confidentiality and FOIA Disclosure

8.1 Except for the purposes of this Agreement, neither the Supplier nor the Customer (each a "Party" for the purposes of this Clause) will use or make available to any third party at any time during or after the Agreement any Designated Information of the other Party except that nothing shall prevent a Party disclosing Designated Information:

8.1.1 which is or later comes into the public domain otherwise than through an act or omission of the Party receiving the information;

8.1.2 which is required to be disclosed in accordance with the Freedom of Information Act 2000 ("FOIA"), if applicable, or otherwise is required to be disclosed by law, order of court, the requirements of any regulatory authority (including Phone-Paid Services Authority) or taxation authority or the rules of any stock exchange;

8.1.3 which is disclosed with the prior written consent of the other Party; or

8.1.4 which is disclosed to its employees, professional advisors, agents and subcontractors solely on a need-to-know basis provided that the disclosing Party procures that the person to whom such disclosure is made complies with the obligations under this Clause as if it were a party to the Agreement.

8.2 In this Clause "Designated Information" means information (in whatever form) relating to the business or affairs of a Party which is disclosed at any time by or on behalf of that Party to the receiving Party, or otherwise is in the possession of the receiving Party, in connection with the Agreement and

8.2.1 which is confidential; and/or

8.2.2 if FOIA is applicable, which the Supplier designates that it wishes to be treated as exempt from disclosure under FOIA by notice in writing to the Customer who shall pass such notice to Temple Interactive Media.

8.3 the Supplier recognises that, if FOIA is applicable to this Agreement, the Customer may be required under FOIA to disclose information:

- 3.1. following consultation with the Supplier and having taken its views into account, or
- 3.2. without consulting with the Supplier.

The Customer undertakes to use all reasonable endeavours to consult the Supplier.

8.4 If the Customer receives a FOIA request for information and requires assistance in obtaining such information, the Supplier (or any agent or sub-contractor of the Supplier) shall at its own cost ensure (and procure that any of its agents and sub-contractors so ensure) that the Customer's request for assistance is responded to promptly and in any event within 10 days of receipt.

8.5 In the event that the Customer discloses any information relating to the Supplier pursuant to the FOIA, it shall, without prejudice to the foregoing provisions, as soon as reasonably practicable upon such disclosure provide details of such information to the Supplier.

8.6 These obligations of confidentiality and FOIA disclosure shall survive following the termination of this Agreement.

9. Warranties, Indemnity and Liability

9.1 The Supplier undertakes, represents and warrants that:

9.1.1 it has the right, power and authority to enter into and fully perform this Agreement;

9.1.2 the Services shall be executed in an efficient and diligent manner using all reasonable care and skill, and by appropriately trained and skilled staff and Sub-contractors;

9.1.3 it shall not do anything wilfully, negligently and or in breach of this Agreement which to its knowledge would or might diminish the reputation or good name of the Customer. The Supplier shall notify The Customer immediately of any such wilful or negligent act or breach. For the avoidance of doubt and without prejudice to other instances of material breach of this Agreement by the Supplier, a breach of this warranty by the Supplier shall be considered a material breach of the Agreement for the purposes of Clause 9.2.1, 11.1.1, Clause 11.3 and Clause 13.3;

9.1.4 the provision of the Services and any deliverables shall be in all respects in accordance with all Applicable Laws and the Agreement and that the Services shall be in accordance with this Agreement and shall meet or exceed the Service Levels set out in the SLA;

9.1.5 the provision of the Services and any deliverables and the receipt and use of the same by the Customer shall not infringe any rights of any third party including any third party IPR;

9.1.6 all Communications shall be in accordance with Clause 3.3.9; and

9.1.7 all systems used in the provision of the Services shall be robust at all times and irrespective of whether the interaction with the User is free or charged to the User.

9.2 The Supplier shall indemnify the Customer against all loss, damages and expenses which the Customer may incur as a result of:-

9.2.1 any non-compliance or material breach by the Supplier or its Sub-contractors of the obligations or warranties under the Agreement including a breach of any of the obligations set out in Clause 3.1, Clause 3.2.1, Clause 5 and/or Clause 9.1.3;

9.2.2 negligence, fraud or wilful default by the Supplier or its Sub-contractors;

9.2.3 any claims from third parties made against the Customer (including

for the avoidance of doubt for breach of third-party IPR) as a result of the Supplier's or its Sub-contractors' acts or omissions; or

9.2.4 any fines imposed on the Customer by a regulatory body resulting from an act or omission or material breach of this Agreement on the part of the Supplier or its Sub-contractors.

9.3 The Supplier shall arrange and maintain at its expense with a reputable insurer adequate Public Liability Insurance and Professional Indemnity Insurance, which shall be no less than one million pounds sterling (£1,000,000) and with scope of cover appropriate under the Agreement in respect of any one claim or incident. For the avoidance of doubt, such minimum insurance level shall not be a limit of liability under this Agreement.

9.4 Neither party shall be liable to the other for any special or indirect or consequential losses including, without limitation, loss of revenue, loss of profits, contracts, business or anticipated savings but in each case solely to the extent that they are special, indirect or consequential losses only (whether or not such losses were within the contemplation of the parties at the date of this Agreement) suffered or incurred by either party arising out of or in connection with this Agreement.

9.5 The Supplier shall be liable and shall indemnify the Customer against liability for damages and claimant costs arising directly out of the Supplier's failure to comply with the obligation under Clause 9.3.

9.6 The Supplier shall produce to the Customer on demand copies of the insurance policies maintained in accordance with the terms of this Agreement, and receipts for premiums required to be paid in relation to such policies.

9.7 Where the Supplier engages a Sub-contractor the Supplier shall procure either that the insurance requirements as specified in Clause 9.3 extend to cover the legal liabilities of the Sub-contractor or that the Sub-contractor holds its own insurance which complies with Clause 9.3.

10. No Waiver

10.1 Any waiver by either party of a breach by the other of any provision of this Agreement shall be limited to the particular breach and shall not operate in any subsequent breach by that other and no delay on the part of the innocent party to act on a breach shall be deemed a waiver of that breach. Any waiver to be effective must be in writing.

11. Termination

11.1 Either party shall have the right to terminate this Agreement or an impacted Schedule upon the giving of written notice to the other party in any of the following events:-

11.1.1 if the other party commits a material breach of any provision of this Agreement and fails to remedy such breach (if capable of remedy) within 7 days of receiving written notice from the other party to do so; or

11.1.2 if the other party suspends payment to its creditors or generally is unable to pay its debts as and when they fall due or suffers the making of an administration order or has a receiver (including an administrative receiver) or manager appointed of the whole or any part of its assets or if any order is made or a resolution passed for its winding up (except for the purpose of amalgamation or reconstruction) or if it enters into any composition or arrangement with its creditors or calls a meeting of its creditors with intent to enter into such an arrangement or composition or if it ceases to carry on business.

11.2 In addition to its termination rights under Clause 11.1 above, the Customer shall also have the right to terminate this Agreement upon the giving of written notice to the Supplier in any of the following events:-

11.2.1 for convenience on no less than 10 Working Day's notice; and in any of the following events:-

1. in accordance with the SLA or if the Supplier materially or persistently fails to meet the Service Levels;
2. the Supplier's non-compliance with any laws leading to (in the opinion of the Customer) material consequences for the Customer in terms of economic loss or reputational damage;

3. the Supplier commits an act of fraud which in the reasonable opinion of the Customer has a material and adverse financial or reputational effect on the Customer;
4. the Supplier or its personnel employed in the provision of the Services fails to comply with any Applicable Law (including the relevant Phone-Paid Services Authority and (where relevant) OFCOM instruments) which leads to material consequences for The Customer in terms of economic loss, reputational damage;
5. a change of control of the Supplier or of any part of its business or parent (or ultimate parent) undertaking occurs in circumstances when the change of control gives rise to a fundamental concern for the Customer. For these purposes “control” means the ability to direct the affairs of the Supplier whether by virtue of contract, ownership of shares or otherwise howsoever. “Fundamental Concern” means the Customer’s reasonably held concern or belief that any person taking control:-
 - a. has been involved in, or is subject to prosecution (or has been prosecuted) in respect of fraudulent activity, is insolvent or otherwise unable to pay its debts;
 - b. is materially involved in or associated with any immoral activity or business;
 - c. has central objectives associated with the dissemination or communication of a particular political viewpoint or policies associated with a particular party or group of parties or with the dissemination or communication of a particular religion or religious viewpoint or philosophy; or
 - d. will have a conflict of interest with the interests of the Customer.
6. the Supplier fails to produce evidence of its insurance coverage in accordance with Clause 9.6 of the Agreement.

11.2.2 with immediate effect if the Supplier or their subcontractors commit a breach of the Bribery Act 2010.

11.3 The Customer shall be entitled to require the suspension of the Services in whole or in part for so long as may be reasonably necessary for the purposes of investigation where it has sound reason to believe that the Supplier may not be complying with Applicable Laws or may be in material breach of its warranties or obligations under this Agreement. In such event, The Customer shall notify the Supplier that it requires such a suspension and shall give reasonable notice to the Supplier of the intended or likely duration of the suspension. For the avoidance of doubt, any suspension shall be no longer than is reasonably necessary to complete the investigation. The Customer shall be entitled to require the re-instatement of the affected Services following such suspension on written notice to the Supplier where the Customer is satisfied that no such breach has occurred. In the event that The Customer concludes, as a result of its investigation, that the Supplier has materially

breached its warranties or obligations under this Agreement or has not complied with Applicable Laws, then the Customer shall be entitled to serve notice to remedy such breach, in accordance with Clause 11.1.1.

11.4 Termination or expiry of this Agreement shall be without prejudice to the accumulated rights and remedies of the parties against each other. Upon termination of this Agreement in accordance with the provisions of this Agreement:-

1. The Customer shall pay the Supplier all Fees up to the date of notice of termination pro-rated in accordance with the number of days satisfactorily delivered (according to the Customer's reasonable discretion);
2. if the Supplier has the right to do so, at the Customer's written request on or before the date of termination the Supplier shall within a reasonable period of time transfer the Numbers and/or Short Codes provided by the Supplier under and pursuant to the Agreement to an alternative service provider as nominated by the Customer;
3. where the Customer has not requested migration of Numbers and/or Short Codes under Clause 11.4 (2) above and if in the Customer's sole discretion it has provided the Supplier with written notice, the Supplier shall retain the Numbers and/or Short Codes for such period as specified by the Customer at the Customer's cost and shall not provide it to any third party during such period;
4. the Supplier shall, if the Customer so requests, transfer to the Customer or a reasonable alternative service provider nominated by the Customer all data held by the Supplier in connection with the Services in question; and,
5. subject to this Clause 11.4, the Customer shall be released and discharged from any liability whatsoever to the Supplier in respect of the Services.

11.5 In the event of early termination of this Agreement, the Supplier shall provide to the Customer such assistance as necessary to ensure the orderly transition of the Services to the Customer and/or a replacement supplier. Without prejudice to the generality of the foregoing or the Supplier's obligations under Clause 3.8.1 (8), the Supplier shall:

1. provide to the Customer all materials created by the Supplier under this Agreement including materials the IPR in which are owned by the Customer;
2. provide to the Customer all data collected by the Supplier under Clause 5 of this Agreement;

3. return to the Customer all information designated as confidential by the Customer and certify that it does not retain such confidential information save to the extent that such information needs to be retained by the Supplier for providing the Services and/or the termination services;

4. attend a briefing meeting with the Customer, and if necessary with any replacement supplier, and answer all reasonable questions from the Customer and if applicable the replacement supplier regarding the Services;

5. following reasonable notice, and during the Supplier's normal business hours, provide access to members of the Supplier's personnel who have been involved in the provision or management of the Services and who are still employed by the Supplier;

6. provide upon the Customer's request key contact details of Sub-contractor personnel involved with the Services under this Agreement and use its reasonable endeavours to provide access to such Sub-contractor personnel during normal business hours.

11.6 Clauses 1 (Definitions and Interpretation), 3.1.4 (4), 3.4 (Data Protection), 3.6 (IPR), 3.8 (Short Codes and Numbers), 8 (Confidentiality and FOIA Disclosure), 9.2, 9.4 and 9.5, 11.4, 11.5 (Termination assistance), 13 (Audit and Monitoring), 14 (Notices), 16 (Entire Agreement), 17 (Third Party Rights), 19 (Law and Jurisdiction), 20 (Cumulative Rights), 22 (Further Assurance) together with those other Clauses the survival of which is necessary for the interpretation or enforcement of this Agreement will continue to have force and effect after the end of the Term.

12. Force Majeure

12.1 Notwithstanding anything else in this Agreement, neither party shall be liable to the other for any failure to perform any obligation under this Agreement which is due to any cause beyond its reasonable control (such event to be known as a "force majeure" event) including but not limited to any Act of God; flood; drought; lightening or fire; industrial disputes of any kind (save where such industrial dispute relates to the "affected" party or that party's sub-contractors); acts or omissions of government, highway authorities, or other competent authorities; war or military operations; failure, interruption or shortage of power supplies; or industrial action by employees of any providers of power supplies.

12.2 The operation of this Agreement (including the payment provision under Clause 6 but excluding any payments due and payable by the Customer to the Supplier for any period preceding the date of the force majeure event) shall be suspended during the period in which the force majeure event affecting the “affected” party continues and any time periods in this Agreement shall be extended accordingly. Should any force majeure event continue for more than 30 (thirty) days then the party not being prevented from performing shall be entitled to terminate this Agreement forthwith on written notice and the Clauses of this Agreement relating to the consequences of termination and survival of obligations shall thereupon take effect.

13. Audit and Monitoring

13.1 The Customer shall be entitled to appoint members of its staff or an independent third party or independent third parties to monitor any of the voting and/or competition telephone lines provided by the Supplier and the Supplier agrees to co-operate and liaise with such individual(s) as is necessary to enable the effective monitoring of such lines.

13.2 The Supplier must keep such documents as are reasonably necessary to enable the Customer to comply with its obligations under Applicable Laws or its contractual obligations and any other documents which are sufficient to enable the Customer to have a complete and accurate understanding of the Supplier’s performance of its obligations under this Agreement (the “Documents”). The Supplier must retain those Documents, and the means to access and view those Documents, for the minimum period required by Applicable Law or five (5) years, whichever is the greater.

13.3 the Supplier shall permit the Customer or its designated representatives to audit it and its Sub-contractors:-

- (i) to confirm the Supplier’s invoices, reports and the information on Service Levels;
- (ii) to investigate suspected acts of fraud;
- (iii) if a regulatory body or authority has advised the Customer that it must, or that it would be prudent for the Customer to, audit the Supplier and its Sub-contractors;
or

- (iv) if the Customer reasonably believes that the Supplier is in material breach of this Agreement.

13.4 Unless it would seriously hamper the purpose of the audit, the Customer shall give the Supplier at least ten (10) Working Days' notice of when the audit will be conducted.

13.5 The Supplier shall ensure it provides all reasonable assistance to and co-operate with any auditor including, providing access to relevant personnel and relevant information.

13.6 The Supplier and Sub-contractors shall bear its own internal costs of one (1) audit per twelve month period, The Customer bearing its own costs of conducting the audit. Any additional audits shall be conducted at the Customer's expense except where the audit finds that the Supplier has acted in material breach of this Agreement, in which case the Supplier shall bear the reasonable and properly incurred and evidenced costs of the audit.

13.7 The Supplier shall ensure that it conducts its own regular audits of its Sub-contractors in order to ensure that they are compliant with all obligations relating to this Agreement. The Supplier shall promptly inform the Customer of any issues arising from any such audit which may be of cause for concern.

14. Notices

All notices which are required to be given in writing under this Agreement shall be sent to the recipient's addresses as set out in Schedule 1 (Fees and Notices) or to such other address in the United Kingdom as the recipient may designate by notice given in accordance with the provisions of this Clause. Unless otherwise specified any such notice may be delivered by hand or by first class post or by facsimile transmission and shall be deemed to have been served by hand when delivered, by first class post 48 hours after posting, and by facsimile on receipt of an error free transmission report.

15. No Partnership

Nothing in this Agreement shall be deemed to constitute a partnership, agency or joint venture between the parties and neither party shall do or permit any act to be done whereby it may be represented as being the agent or partner of the other.

16. Severability

If any provisions of this Agreement should ever be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which this Agreement is intended to be effective (including the applicable rules, provisions and legislation established by, through and under the rules and regulations of the European Community) then to the extent and within the jurisdiction in which such provision is illegal, invalid or unenforceable it shall be severed and deleted herefrom and the remaining provisions hereof shall survive, remain in full force and effect and continue to be binding and shall not be affected except insofar as may be necessary to make sense of this Agreement, and shall be interpreted so as to give effect to the intention of the parties insofar as that is possible.

17. Third Party Rights

Notwithstanding any other provisions of this Agreement, a person who is not a party to it has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and this does not affect any right or remedy under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18. Entire Agreement

Without prejudice to the rights of either party in respect of fraudulent misrepresentation, this Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to the subject matter of the Agreement and no subsequent alterations, amendments or additions to it shall be binding on the parties unless contained in writing and signed by both parties.

19. Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any claim dispute or matter arising under or in connection with this Agreement.

20. Cumulative Rights

A right, power, remedy, entitlement or privilege given or granted to a party under this Agreement is cumulative with, without prejudice to and not exclusive of any other right, power, remedy, entitlement or privilege granted or given under this Agreement or by law.

21. Counterparts

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which will be an original, but all of which together will constitute one and the same instrument. The Agreement is not effective until each party has executed at least one counterpart.

22. Further Assurance

The Supplier shall, and shall procure that the Supplier's agents, employees and Sub-contractors shall, do all things reasonably necessary, including obtaining any necessary licences and/or certificates and/or executing any additional documents and/or instruments, to give full effect to the provisions of this Agreement.

23. Costs

The parties agree to bear their own legal and other costs and expenses of, and incidental to, the preparation, execution and completion of this Agreement and of any related documentation.

24. Successors and permitted assigns

This Agreement will be binding on and inure to the benefit of each party and its lawful successors and permitted assigns.

25. Non-Exclusivity

Nothing in this Agreement shall prevent either party from engaging in similar agreements with third parties before, during, or after the term of this Agreement.

26. Bribery Act 2010

The Supplier undertakes, warrants and represents that it shall comply with, maintain and enforce, and procure that its subcontractors comply with, maintain and enforce the Bribery Act 2010. The Supplier shall do nothing in breach of the Bribery Act 2010, or to place the Customer in breach of that Act.

IN WITNESS WHEREOF this Agreement is effective as of Effective Date of the Agreement.

Agreed and accepted for and on behalf of

<Insert Company Name Here>

By:

Signed:

Title:

Date:

Agreed and accepted for and on behalf of

Temple Interactive Media Limited

By:

Signed:

Title:

SCHEDULE 1

FEES AND NOTICES

FEES AND PAYMENTS: Number rental and service management: £xxxx + VAT

Payment will be made to Temple Interactive Media

PARTIES' AUTHORISED REPRESENTATIVES:

CUSTOMER

[please complete]

SUPPLIER

Tim Hayes

Temple Interactive Media

3 Charing Close

Orpington

BR6 9SS

temple interactive media

ADDRESS FOR NOTICES: To the Supplier:

Tim Hayes

Temple Interactive Media

3 Charing Close

Orpington

BR6 9SS

To the Customer:

[Please complete]

SCHEDULE 2

SCHEDULE AND DATES OF PROMOTION:

SCHEDULE 3

SERVICE LEVEL AGREEMENT

1. CONTEXT AND INTRODUCTION

General

This Schedule 3 is incorporated into and remains subject to the terms and conditions of the main services agreement entered into between the Customer and TIM of even date (the “Agreement”).

The words and expressions used in this Schedule 3 shall have the same meaning as defined in the Agreement unless the context otherwise provides.

This Service Level Agreement (“SLA”) describes the service levels and technical support and procedures (“Service Levels”) to be provided for incidents impacting the delivery of the Services, and as such Services are defined in the Brief.

The term of this SLA shall run contemporaneously with the term of the Agreement and with the supply of the Services, and upon termination of the Agreement this SLA shall terminate automatically.

Sub-contractors

TIM provides the Services both on its own account and via the use of Sub-contractors.

This SLA represents the Service Levels managed by TIM including as may be provided through Sub-contractors.

Any changes to the Service Levels shall be agreed in advance between TIM and the Customer.

2. SERVICE PROVISION

TIM will provide the Services as detailed in Schedules 1 and 2.

3. SERVICE AVAILABILITY

Availability & Measurement

TIM will ensure that the Services are available and provided 99% of the time within any given period of the required Services provision as set out in the Agreement.

Maintenance & Outages

TIM shall give the Customer at least 7 days notice of any planned maintenance activities and/or System outages affecting the provision of the Services and where possible arrange for such maintenance activities and/or System outages to occur outside “Peak” periods, meaning 0800 to 2200 on Working Days and 1100 to 1900 Saturday and Sunday, excluding any UK bank holidays. Maintenance activities and/or System outages shall only be planned for by TIM and/or its Sub-contractors during off-Peak periods unless required for exceptional reasons. The Customer shall not be entitled to unreasonably withhold its agreement to any such planned and properly notified maintenance activities and/or System Outages.

System Back-up

The System shall be backed-up on a regular basis (at least daily) to ensure that the Services can be restored in the event of a major systems disaster. The back-up procedure will consist of a minimum daily back up of the System and hourly back up of the Services database.

4. FAULT REPORTING

A fault or incident impacting the proper delivery of the Services (“Fault”) if discovered by the Customer should be reported by the Customer for classification and resolution as follows:

1. during normal business hours (0900 to 1730 on any Working Day) (“Normal Business Hours”) on +33 553 566 048 or 07963 212 476
2. out of Normal Business Hours on 07963 212 476 to the TIM duty Account Manager.

The Customer shall nominate representatives to communicate Faults to TIM and/or its Sub-contractor during the provision of the Services and shall notify TIM on who are such nominated representatives.

In the event that TIM and/or the Sub-contractors becomes aware of a Fault which has not been reported by the Customer, TIM and/or its Sub-contractor shall within 30 minutes of becoming aware of the same notify a nominated representative of the Customer.

To diagnose, classify and resolve a Fault effectively, TIM will request that the following information is provided by the Customer when the Fault is reported:

- Confirmation of the Number(s) affected;
- The symptoms of the Fault;
- The name and telephone number of the Customer staff member reporting the Fault.

5. FAULT CLASSIFICATION

If qualified support staff are not immediately available to classify the Fault reported, the Fault will be logged and the Customer's representative will be called back:

- Within 15 minutes of a Fault reported during Normal Business Hours, and
- Within 30 minutes of a Fault reported outside Normal Business Hours

to provide initial feedback as to the classification and a timescale for resolution.

The Fault shall be assigned a priority level as agreed between the Customer's representative and TIM.

The following Fault Priority levels shall be used:

Incident Description	Classification
Priority 1 Fault	Total loss of Services An event that prevents Users from using the Services.
Priority 2 Fault	Partially Services Affecting An event where the Services are available but the Service Levels are affected (i.e. excessive delay in call termination or problem with outgoing message).

Priority 3 Fault

Non Service Affecting:

An event which, without preventing User access to Services, adversely affects the User's perception of the Services (i.e. a typo in pre-defined service messages such as a confirmation message).

6. FAULT RESOLUTION

TIM will use all reasonable efforts to resolve a Fault in accordance with the following resolution times:

Classification

Resolution Time

Priority 1 Fault During Normal Business Hours or a Promotion(s) - within 1 hour of classification.

Outside Normal Business Hours or a Promotion(s) - within 1 hour of classification.

Priority 2 Fault During Normal Business Hours or a Promotion(s) - within 4 hours of classification.

Outside Normal Business Hours or a Promotion(s) - within 24 hours of classification.

Priority 3 Fault During Normal Business Hours or a Promotion(s) - within 48 hours of classification.

TIM will verify to the Customer that a Fault has been resolved before closing any call ticket.

TIM will provide the Customer with regular updates and follow-up on continuing Faults until such time as the Faults is resolved in accordance with the following timescales:

- Priority 1 Faults every 30 minutes
- Priority 2 Faults every 2 hours (within Normal Business Hours)
- Priority 3 Faults every 8 hours (within Normal Business Hours)

It may be necessary to extend the above timescales due to the complexity of the Fault or as an interim measure reduce the impact of the Fault by provision of a workaround, with permanent correction to follow.

7. ESCALATION

Should TIM fail to classify and resolve a Fault in accordance with this SLA, the Customer may escalate any outstanding issues through to the following TIM contacts:

Escalation

Level

	Contact name	Contact Details	Response Time
1	TIM Office	Within Office Hours: + 33 555 481352 / 07963212476 Out of Office Hours: 07963212476	15 minutes
2	TIM Nominated Project Contact	Within Office Hours: + 33 555 481352 / 0796321247 Out of Office Hours: 07963212476	1 hour
3	TIM Project Manager	Within Office Hours: + 33 555 481352 / 07963212476 Out of Office Hours: 07963212476	2 hours