

Terms and Conditions for the SBC service

1. DEFINITIONS AND INTERPRETATION

1.1. **Customer and JSL** will each have the meaning given to them in the Service Agreement Letter.

1.2. In the Agreement, the following words will mean:

Affiliate	in relation to each Party, each undertaking that is from time to time a subsidiary undertaking (as defined in Section 1159 of the Companies Act 2006) of a Party, a parent undertaking (as defined in Section 1159 of the Companies Act 2006) of a Party or a subsidiary undertaking of such parent undertaking (excluding the relevant Party);
Agreement	the agreement between JSL and the Customer for the provision of the Services comprising the Service Agreement Letter signed by or on behalf of the Customer and these Terms and Conditions;
Anti-Slavery Policy	Jisc's anti-slavery policy which can be found at https://www.jisc.ac.uk/about/corporate/slavery-and-human-trafficking-statement ;
Applicable Law	all applicable laws, statutes, regulations, decree directives, legislative enactments, orders, binding decisions of a competent Court or Tribunal, rule, regulatory policies, guidelines, codes, other binding restriction, regulatory permits and licences applicable under law which are in force from time to time during the term of the Agreement to which a Party and/or any Processing of Personal Data is subject from time to time;
Bribery Laws	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the Bribery Laws;
Business Day	a day (other than a weekend or public holiday) when banks in London are open;
Charges	the sums payable by the Customer in respect of the Services as set out or referred to in the Service Agreement Letter;
Confidential Information	any and all information (however it is conveyed) disclosed in connection with the Agreement, whether before, on or after the Services Commencement Date, where the information: (a) is clearly identified as "confidential" at the time of disclosure (whether or not it is marked as confidential or with similar protective marking) or (b) which ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure, together with any information derived from any of the information referred to in paragraph (a) or (b) above;
Contract Year	any 12-month period following the Services Commencement Date or each succeeding 12-month period;
Controller	has the meaning set out in the Data Protection Laws;
Customer Equipment	the equipment belonging to or used by or on behalf of the Customer to enable it to receive the Services;
Data Importer	means a Third Party Provider that Processes Personal Data in a non-Permitted Country, which it receives from, or is granted access to

	by, JSL (whether directly from JSL or indirectly from a Third Party Provider);
Data Protection Laws	the UK Data Protection Laws, and all Applicable Laws relating to the Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the ICO;
Data Protection Particulars	means, in relation to any Processing under this Agreement: a) the subject matter and duration of the Processing; b) the nature and purpose of the Processing; c) the type of Personal Data being Processed; and d) the categories of Data Subjects;
Data Subject	has the meaning set out in the Data Protection Laws;
Data Subject Request	has the meaning set out in Clause 12.5;
Data Transfer Agreement	means an agreement between JSL and a Data Importer (or between a Third Party Provider and a Data Importer, as applicable) which incorporates the relevant set of EU Standard Contractual Clauses and the UK Addendum;
Data Transfer Risk Assessment	means a risk assessment of the Restricted Transfer as required under Data Protection Laws including an assessment of the legal sufficiency of the recipient country and whether the Data Subjects will have enforcement rights and effective legal remedies in the recipient country;
Deliverables	any deliverables provided by JSL to the Customer in connection with the provision of the Services;
EU GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
EU Standard Contractual Clauses	means the standard contractual clauses contained in the annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council and any amendment or replacement pursuant to Article 46(5) of the GDPR;
Force Majeure Event	any cause beyond a Party's reasonable control affecting the performance of its obligations under the Agreement;
GDPR	means the EU GDPR or the UK GDPR, as the context requires;
Group	in relation to a Party, the Party, its subsidiaries, its holding companies and subsidiaries of such holding companies where subsidiary and holding company have the meanings ascribed in section 1159 of the Companies Act 2006;
ICO	the UK Information Commissioner (including any successor or replacement);
Initial Term	the initial term of the Agreement, as set out in the Service Agreement Letter;
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including

	know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Janet	the communications network operated by JSL to serve UK education, research and other public sector purposes;
Janet Policies	the Janet Acceptable Use Policy, the Janet Security Policy and the Janet Network Connection Policy (with each being referred to as a Janet Policy) found at http://ji.sc/policies ;
Janet Terms	the terms for the provision of the Janet service found at http://ji.sc/policies ;
Jisc Personnel	has the meaning set out in Clause 12.2.4;
Modern Slavery Laws	the Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time together with all applicable anti-slavery and human trafficking laws, statutes, regulations, guidance or codes of practice issued by the relevant government department;
Party	means a party to the Agreement and " Parties " will be construed accordingly;
Permitted Country	a country, territory or jurisdiction that is either: (a) within the UK or the European Economic Area; or (b) outside of the UK or European Economic Area but which is the subject of an adequacy determination by the UK Secretary of State or the European Commission (as and to the extent applicable);
Personal Data	has the meaning set out in the Data Protection Laws and for the purposes of the Agreement, includes Special Category Personal Data;
Personal Data Breach	has the meaning set out in the Data Protection Laws;
Processing	has the meaning set out in the Data Protection Laws (and " Process " and " Processed " when used in relation to the Processing of Personal Data, will be construed accordingly);
Processor	has the meaning set out in the Data Protection Laws;
Regulator	the ICO and any other independent public authority which has jurisdiction over a Party, including any regulator or supervisory authority which is responsible for the monitoring and application of the Data Protection Laws;
Regulator Correspondence	has the meaning set out in Clause 12.5;
Renewal Term(s)	has the meaning set out in the Service Agreement Letter;
Restricted Transfer	means the transfer to and/or accessing from and/or storing or Processing of Personal Data in a non-Permitted Country;
Service Agreement Letter	the letter and schedules to the Agreement, which incorporates by reference these Terms and any Special Conditions;
Services	the service(s) provided by JSL described in the Service Agreement Letter;
Services Commencement Date	the date on which JSL will commence to provide the Services to the Customer, as specified in the Service Agreement Letter as the 'Services Commencement Date';
Service Levels	the service levels set out in the Service Agreement Letter or on the Service Website (if any);
Service Website	the website or webpage (if any) setting out details of the Services, such as service description and service levels and charges, as may be updated by JSL from time to time. Where such a website / webpage exists, the website / webpage will be referenced in the Service Agreement Letter;

Special Category Personal Data	Personal Data that incorporates such categories of data as are listed in Article 9(1) of the UK GDPR and Personal Data relating to criminal convictions and offences;
Special Condition	any condition or term which is specific to the Services (or part thereof), as set out in the Service Agreement Letter;
Term	the Initial Term together with any Renewal Term(s);
Third Party Provider	has the meaning set out in Clause 12.2.6;
UK Addendum	means the International Data Transfer Addendum to EU Standard Contractual Clauses issued by the ICO under s119A(1) of the Data Protection Act 2018, version B1.0, in force 21 March 2022 and any updates or replacements as may be issued by the ICO from time to time in accordance with S119A(1);
UK Data Protection Laws	the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the GDPR as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018. Each will be referred to as " PECR ", the " DPA 2018 " and the " UK GDPR " accordingly; and
User	any users of the Services pursuant to the Agreement.

1.3. In these Terms and Conditions, unless the context otherwise requires:

- 1.3.1. references to "Clauses" are to clauses of these Terms and Conditions;
- 1.3.2. references to a "Party" include that Party's successors and permitted assignees;
- 1.3.3. any phrase introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and
- 1.3.4. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.4. In the event of any conflict or ambiguity between any provision contained in the Agreement, the following order of precedence will apply:

- 1.4.1. the Service Agreement Letter;
- 1.4.2. these Terms and Conditions;
- 1.4.3. any other document referred to in these Terms and Conditions.

2. SCOPE

- 2.1. The terms of the Agreement apply to the provision of the Services to the exclusion of all other terms and conditions including those which the Customer purports to apply to the supply of the Services.
- 2.2. Where a Service Website exists for the Services (as detailed in the Service Agreement Letter), the Customer should check the applicable Service Website regularly for any changes.

3. TERM

- 3.1. The Customer will confirm its acceptance of the Agreement by signing the Service Agreement Letter and sending it to JSL. The Agreement will come into existence on the date specified as the Services Commencement Date in the Service Agreement Letter.
- 3.2. The Agreement will, unless terminated earlier in accordance with the provisions of the Agreement, remain in existence until the expiry of the Initial Term, or where the Agreement is extended in accordance with the Service Agreement Letter, until expiry of the relevant Renewal Term.

4. SERVICES

- 4.1. JSL will supply the Services in accordance with the Agreement from the Services Commencement Date and following satisfactory testing by JSL.
- 4.2. The Service Agreement Letter will describe the Services being provided by JSL and may provide further terms on which they are to be provided. By way of example, if and to the extent acceptance, testing and delivery timetables are relevant to the Services, these will be set out in the Service Agreement Letter.
- 4.3. If JSL's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its officers, employees, servants, contractors, subcontractors and/or professional advisers, JSL will not be liable for:
- 4.3.1. any costs, charges or losses sustained or incurred by the Customer; or
- 4.3.2. any failure by it to supply the Services or meet its other obligations under the Agreement,
- that arise from such prevention or delay.
- 4.4. The Customer will be liable to pay reasonable charges for delays, additional work and/or rework required on the part of JSL as a direct result of the Customer's failure to properly discharge its responsibilities under the Agreement.
- 4.5. JSL may from time to time revise the Services, Service Levels or any other provision from time to time as follows:
- 4.5.1. changes to the Services, Service Levels or any other provision which would materially increase the obligations of the Customer under the Agreement or cost to the Customer of receiving the benefit of the Services under the Agreement, or would materially decrease the Customer's rights or remedies will only be made by JSL after giving a minimum of 30 days prior written notice to the Customer; and

- 4.5.2. any other change can be made at any time by publishing the changes on the Service Website.

- 4.6. If the Services includes support from JSL, then such support will be detailed in the Service Agreement Letter or specified on the Service Website. JSL will not be obliged to provide any support:

- 4.6.1. in respect of any Customer Equipment;

- 4.6.2. where such support is due to:

- a) use by the Customer of the Services or the Janet network which is not compliant with the terms of the Agreement, JSL's instructions from time to time or the manufacturer's or licensor's (as the case may be) documentation;
- b) the Customer's negligence, misuse, incorrect use of or loss of use of the Services from whatever cause (other than any act or omission by JSL), including failure or fluctuation of electrical power;
- c) use of the Services in combination with any equipment or software other than the Customer Equipment or otherwise not designated by JSL; or
- d) operator error.

- 4.7. JSL will be entitled to:

- 4.7.1. change the technical specification of the Services (provided that such changes do not have a materially negative affect on the performance of the Services) where necessary for operational reasons, statutory or regulatory requirements;
- 4.7.2. give the Customer instructions (which the Customer will comply with) which JSL believes to be necessary for health and safety reasons or for maintaining the quality of the Services; and
- 4.7.3. make alterations to the Services (including without limitation conversions, shifts, reconfigurations and rennumbers). Such alterations may result in disruption to the Services although JSL will use reasonable endeavours to minimise any disruption to the Customer, and where practicable, JSL will give the Customer as much notice as possible.

- 4.8. JSL does not warrant that the Services will be fault free or free of interruptions and the Customer accepts that faults will occur from time to time. The Customer will report such faults as it detects promptly to JSL using the process set out in Service Agreement Letter or specified on the Service Website and providing such details as JSL may require. JSL will not be liable for any loss or damages should the Services be interrupted from time to time.

- 4.9. JSL may change the conditions or Service Levels relating to the Services in order to reflect contractual changes imposed upon JSL by its suppliers or any decision, request by or change in the regulatory regime by the relevant regulatory authorities and (where reasonably practicable) JSL will give at least 30 days written notice to the Customer before the change takes effect.

5. CHARGES AND PAYMENT

- 5.1. The Customer will pay the Charges to JSL in accordance with and in the manner set out in the Service Agreement Letter.
- 5.2. JSL will issue invoices for the Charges in accordance with the invoicing timetable set out in the Service Agreement Letter and, subject to Clause 5.4, the Customer will pay the invoiced amounts to JSL within the timescales set out in the Service Agreement Letter Service Agreement Letter.
- 5.3. All amounts payable by the Customer under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT), which will additionally be payable by the Customer.
- 5.4. If the Customer, in good faith, disputes any invoice, it will promptly following receipt of the invoice (and in any event within 30 days of receipt) notify JSL in writing. The Parties will then negotiate in good faith to attempt to resolve the dispute promptly. JSL will provide such evidence as may be reasonably necessary to verify the disputed invoice. Where only part of an invoice is disputed, the Customer will pay the undisputed amount on the due date as set out in Clause 5.2 above.
- 5.5. If the Customer fails to pay any amount properly due and payable by it under the Agreement which has not been disputed in accordance with Clause 5.4, this will be deemed to be a material breach for the purposes of Clause 15.4.1 (Termination) and JSL will additionally have the right to:
 - 5.5.1. charge interest on the overdue amount at the rate of 4 per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment; and
 - 5.5.2. on giving a minimum of 5 Business Days written notice, suspend the provision of the Services until such amounts have been paid in full by the Customer. During such period of suspension JSL will be entitled to continue charging the Customer for the Services that, but for the suspension, would have been provided by JSL.
- 5.6. Save where the Customer's non-payment relates to a bona fide dispute raised in accordance with Clause 5.4, the Customer will not have any right to withhold, or any right of set-off, with respect to payments due to JSL under the Agreement.

6. OBLIGATIONS OF THE PARTIES

- 6.1. In providing the Services, JSL will:

- 6.1.1. perform the Services in accordance with the Service Levels, with reasonable care and skill and in accordance with good practice in JSL's industry;
- 6.1.2. obtain and at all times maintain all necessary licences and consents required by JSL to provide the Services; and
- 6.1.3. maintain in force, with a reputable insurance company, such insurances, such as professional indemnity insurance, employers' liability insurance and public liability insurance, as it determines, at its discretion, are appropriate to cover normal business risks relating to its businesses generally.

- 6.2. In receiving the Services, the Customer will:

- 6.2.1. follow JSL's reasonable instructions;
- 6.2.2. provide JSL with any requested and/or required information to deliver and/or support the Services, including provision of appropriate and reasonable engineering support on reasonable notice where necessary for purposes of JSL supplying the Services;
- 6.2.3. only use the Services in the manner contemplated by the Agreement or specified on the Service Website;
- 6.2.4. where the Service Agreement Letter or Service Website sets out limitations regarding Users that can access and use the Services, comply with those limitations;
- 6.2.5. be responsible on an ongoing basis for ensuring that (i) the Customer, its officers, employees, servants, contractors, subcontractors and/or professional advisers; and (ii) Users use the Services in accordance with the Janet Policies and Janet Terms as may be amended by JSL from time to time;
- 6.2.6. provide JSL with reasonable access at reasonable times to its premises, where necessary for the purpose of JSL supplying the Services;
- 6.2.7. where the Services involves JSL making equipment available to the Customer, take reasonable care of that equipment and only use it in accordance with any manufacturer's instructions notified to the Customer and in the manner permitted by JSL (as referred to in the Agreement or on the Service Website);
- 6.2.8. where any Customer Equipment is used in connection with the Services, that such Customer Equipment is programmed, equipped, compatible with and connected for proper use of the Services in accordance with JSL's reasonable instructions. The Customer acknowledges and agrees that it will be responsible for the adequacy, repair and maintenance of the Customer Equipment;
- 6.2.9. ensure that any other equipment connected to or used with the Services must be connected and used in accordance with any published instructions and any safety or security procedures applicable to the use of that equipment;
- 6.2.10. implement and maintain all internal cabling that connects JSL (and or its suppliers) equipment with theirs;
- 6.2.11. be responsible for ordering all services the Customer requires from third party suppliers to receive the benefit of the Services and for paying their charges; and
- 6.2.12. where the Services involves the Customer making data available to JSL, take all necessary steps and maintain all necessary licences and consents required to enable the Customer to disclose the data to JSL and JSL to use that data in providing the Services. The Customer warrants that such

data does not, and will not, infringe the Intellectual Property Rights of any third party.

6.3. In the event the Customer fails to comply with any of its obligations under Clause 6.2, or JSL reasonably considers that the Customer's use of the Services is causing or will cause damage or disruption to the use of the Services by JSL or other customers, JSL reserves the right to suspend access by the Customer or Users to the Services.

6.4. Where JSL makes available to the Customer any equipment or software provided by a third party as part of the Services, the Parties acknowledge that the warranties given by the manufacturer of that equipment or software will apply to that equipment or software and that JSL does not itself give any warranty or representation, express or implied, as to the fitness, quality, condition, design, performance or operation of that equipment or software.

6.5. JSL may disconnect (or require the Customer to disconnect) any Customer Equipment from the Services if, and for so long as, the Customer Equipment or the Customer's use of it:

6.5.1. is not, or appears to JSL likely not to be in compliance with Applicable Law; or

6.5.2. causes or appears likely to cause:

a) death of or any personal injury to any person; or

b) material damage to property; or

6.5.3. infringes the Intellectual Property Rights of any third party; or

6.5.4. materially impairs the Janet network or the quality of the Services available to the Customer or any other customers or users.

7. WARRANTIES

7.1. Each Party warrants, represents and undertakes that:

7.1.1. It has full capacity and authority to enter into and perform the Agreement;

7.1.2. there are no actions, or regulatory investigations pending or, to that Party's knowledge, threatened that might affect the ability of that Party to meet its obligations under the Agreement;

7.1.3. it has obtained and will for the duration of the Agreement, maintain all licences, rights, permissions, and consents required lawfully and properly to perform its obligations under the Agreement;

7.1.4. in relation to the Agreement and its subject matter, neither it nor any of its employees, sub-contractors or agents or others performing services on its behalf has done (or agreed to do) or will do (or agree to do) anything which constitutes a breach by that Party of the Bribery Laws;

7.1.5. it will and require that each of its sub-contractors will, at all times during the Term comply with Modern Slavery Laws and Anti-Slavery Policy; and

7.1.6. it will not engage in any activity, practice or conduct which would constitute either:

a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

8. SECURITY AND ACCESS

8.1. JSL and the Customer will use reasonable endeavours to implement and maintain appropriate organisational and technical security measures against:

8.1.1. unauthorised access to the Services;

8.1.2. accidental loss, destruction or modification of, or damage to, data transmitted via the Services.

8.2. To the extent permitted by Applicable Law, JSL may:

8.2.1. examine transmissions made via the Services where JSL reasonably suspects that these transmissions breach the Agreement, or are of a nature likely to cause damage or distress to anyone, or are otherwise in breach of Applicable Law;

8.2.2. analyse transmissions and traffic data for legitimate research or service improvement purposes; and

8.2.3. remove (or otherwise cause not to be transmitted onwards via the Services) any transmissions which, in its reasonable opinion, is of the nature described in Clause 8.2.1 above.

8.3. JSL will provide a copy of this material to any authority where required under Applicable Law. Other than in these circumstances, JSL will treat this material as confidential to the Customer and will take reasonable care that it is not disclosed to a third party unless authorised by the Customer.

9. SERVICES SUSPENSION

9.1. JSL may in its sole discretion suspend the provision of the Services or any part of them, including access by the Customer or Users to the Services, immediately until further notice (and the Customer will remain liable for all Charges accrued during such period of suspension) if:

9.1.1. the Customer fails to comply with any of its obligations under Clause 6.2;

9.1.2. JSL:

a) is obliged to comply with an order, instruction or request of a court, government agency, emergency services organisation or other competent administrative or regulatory authority, including Ofcom and the Phone-paid Services Authority; or

b) needs to carry out emergency or scheduled maintenance to the Services; or

c) believes that use of the Services by the Customer is causing, or may cause, disruption or damage to Janet or leads or may lead to any other circumstance which JSL may reasonably wish to avoid; or

- d) has reason to believe the Services are being used in a manner which breaches or may breach any Special Conditions.

9.2. In the event that JSL exercises its right to suspend the Services under Clause 9.1 above, it will, whenever reasonably practicable (and other than in the case of emergency maintenance), give 10 Business Days' prior written notice of that suspension to the Customer stating the grounds of the suspension and its expected duration. Where any suspension is made in accordance with Clause 9.1 then JSL will use reasonable endeavours to minimise the effect of and the duration of the suspension.

9.3. If JSL suspects that the Services are being used for activities which are not in accordance with Applicable Law or are otherwise in breach of the Agreement, then:

- 9.3.1. JSL may suspend the Services to prevent these activities;
- 9.3.2. JSL will inform the Customer immediately at the time of suspension;
- 9.3.3. JSL will supply that evidence to the Customer in writing as soon as is reasonably practicable after that evidence comes within JSL's possession;
- 9.3.4. the Customer will use all reasonable endeavours to investigate such activity; and
- 9.3.5. JSL will provide further information and materials as the Customer reasonably requests to facilitate an investigation.

9.4. In the event of suspension of the Services under the provisions of Clauses 9.1 or 9.3 above all sums invoiced by JSL and not the subject of a bona fide dispute raised in accordance with Clause 5.4 will become immediately payable.

10. INTELLECTUAL PROPERTY

10.1. Except as expressly set out in the Agreement:

- 10.1.1. the Customer will not by virtue of the Agreement acquire title to or rights in any Intellectual Property Rights:
 - a) of JSL (and its third party licensors) including in the Services and Deliverables; and
 - b) created or acquired by JSL in the course of providing the Services; and
- 10.1.2. JSL will not by virtue of the Agreement acquire title to or rights in any Intellectual Property Rights of the Customer (and its third party licensors).

10.2. JSL hereby grants to the Customer a non-exclusive, world-wide, non-sub-licensable, non-transferable, and royalty free licence to use the Deliverables as required to enjoy the benefit of the Services in accordance with the Agreement.

10.3. The Customer hereby grants to JSL a non-exclusive, world-wide, sub-licensable (to the extent required for performance of the Services), non-transferable, and royalty free licence to use the materials, data and other assets made available by the Customer to JSL in connection with the Agreement to the extent required in connection with the supply of the Services.

10.4. The licences granted under Clauses 10.2 and 10.3 will terminate immediately upon termination of the Agreement for any reason.

11. INFORMAL DISPUTE RESOLUTION

11.1. The Parties agree that in the event of a dispute they will first attempt to resolve the matter through good faith discussions and the production of an agreed improvement plan. If the matter is not resolved it will be escalated to higher levels of management via the management contacts as agreed between the Parties in writing. If the dispute is not resolved through discussion the Parties will use a mutually agreed alternative dispute resolution process prior to resorting to litigation as a last resort.

12. DATA PROTECTION

12.1. Where a party acts as a Controller in respect of any Personal Data Processed under or in connection with the Agreement, it will comply with its respective obligations under the Data Protection Laws.

12.2. In relation to any Personal Data that the Customer (as a Controller) provides or makes available to JSL (as a Processor), or that JSL Processes on the Customer's behalf pursuant to the Agreement, JSL will:

- 12.2.1. use, access or otherwise Process the Personal Data only for the purposes of performing its obligations under the Agreement and in accordance with the Customer's lawful written instructions from time to time, or as otherwise required by Applicable Law;
- 12.2.2. take, implement, maintain and monitor appropriate technical and organisation measures which are sufficient to comply with at least the obligations placed on JSL by the requirements regarding the security of the Personal Data, as set out in the Data Protection Laws;
- 12.2.3. not make (nor instruct or permit a Third Party Provider to make) a Restricted Transfer of any Personal Data processed under this Clause 12.2 to a Data Importer without ensuring appropriate safeguards are in place and that enforceable Data Subject rights and effective legal remedies are available for Data Subjects in accordance with the Data Protection Laws. Such safeguards shall include (i) conducting a Data Transfer Risk Assessment and (ii) entering into (or procuring that the Third Party Provider enters into) a Data Transfer Agreement with each relevant Data Importer;
- 12.2.4. ensure the reliability and integrity of JSL's employees, consultants, contractors and staff involved in the Processing of (and who will have access to) those Personal Data (**JSL Personnel**), and will ensure that each such individual will have entered into an appropriate contractual agreement that requires them to keep the Personal Data confidential or are under an appropriate statutory obligation of confidentiality;
- 12.2.5. on the Customer's request, make available to the Customer all information to assist the Customer in demonstrating its compliance with its obligations under Data Protection Laws relating to the appointment of processors and to allow for and

contribute to audits of JSL by the Customer or any regulator to audit JSL's compliance with this Clause 12, provided in each case that:

or control), except to the extent JSL is required to retain copies for evidential purposes and / or to comply by Applicable Law.

- a) the Customer gives JSL at least 30 days' advance written notice;
 - b) the Customer will only be permitted to exercise its rights under this Clause 12.2.5 no more frequently than once per Contract Year (other than where an audit is being undertaken by the Customer in connection with an actual or 'near miss' Personal Data Breach, in which case, an additional audit may be undertaken each Contract Year by the Customer within 30 days of the Customer having been notified of an actual or 'near miss' Personal Data Breach);
 - c) each such audit will be performed at the expense of the Customer;
 - d) the Customer will not, in its performance of each such audit, unreasonably disrupt the business operations of JSL; and
 - e) in no case will the Customer be permitted to access any data, information or records relating to any other customer of JSL.
- 12.2.6. have the Customer's general authorisation to sub-contract any Processing of the Personal Data to a sub-contractor listed on the Service Website ("**Third Party Provider**"), provided that such Third Party Provider is engaged by way of a written contract which imposes obligations on the sub-contractor which are substantially similar to the obligations imposed on JSL pursuant to this Clause 12 and JSL will remain primarily liable under the Agreement for all acts and omissions of its sub-contractors and the acts or omissions of those employed or engaged by these sub-contractors as if they were those of JSL;
- 12.2.7. notify the Customer prior to changing or appointing a new Third Party Provider, giving the Customer advance written notice of the identity and location of the prospective Third Party Provider so that the Customer may express an objection, on reasonable grounds, to the processing by the prospective Third Party Provider within 30 days in which case the Customer and JSL will endeavour in good faith to agree an alternative arrangement to resolve any such objection, but for the avoidance of doubt the appointment of any new Third Party Provider will be at JSL's absolute discretion and JSL will have no obligation to act in accordance with any objection raised by the Customer;
- 12.2.8. comply with the obligations imposed upon a Processor under the Data Protection Laws, and use all reasonable endeavours to assist the Customer to comply with the requirements of the Data Protection Laws (including the obligations pursuant to Articles 32 to 36 of the UK GDPR (inclusive)); and
- 12.2.9. on termination of the Agreement, cease Processing all Personal Data and within a reasonable period of time following termination return to the Customer, or delete (at the Customer's discretion), all Personal Data (and all copies under its possession

12.3. If the Parties are unable to resolve any reasonable objection that the Customer raises under Clause 12.2.7 (for example by the reasonable alteration of the Services by JSL to prevent the use of the proposed Third Party Provider) or JSL is otherwise unwilling to resolve or make available such change within a reasonable period of time, the Customer may terminate the Agreement by providing 30 days written notice to JSL.

12.4. JSL will notify the Customer promptly (and in any event, within 48 hours), if it:

12.4.1. becomes aware of any: (i) Personal Data Breach; (ii) breach of this Clause 12; or (iii) breach of the Data Protection Legislation, whether committed by JSL, JSL Personnel, or any sub-contractors appointed by JSL;

12.4.2. is required by any Applicable Law to act other than in accordance with any of the Customer's instructions given under Clause 12.2 above, provided JSL is not prohibited by law from so notifying the Customer; or

12.4.3. considers, in its opinion (acting reasonably), that any of the Customer's instructions under Clause 12.3.1 above infringe any of the Data Protection Laws.

12.5. Following its receipt of any actual or purported request or notice or complaint from (or on behalf of) a Data Subject exercising their rights under the Data Protection Laws (a **Data Subject Request**) or any correspondence or communication (whether written or verbal) from the Regulator (**Regulator Correspondence**), and will: (i) not disclose any Personal Data in response to any Data Subject Request or Regulator Correspondence without the Customer's prior written consent; and (ii) provide the Customer with all reasonable co-operation and assistance required by the Customer in relation to any such Data Subject Request or Regulator Correspondence.

12.6. Each of the Parties acknowledges and agrees that the Data Protection Particulars in the Service Agreement Letter sets out an accurate description of the Data Protection Particulars.

13. CONFIDENTIALITY

13.1. Each Party agrees to keep confidential and not to disclose to any third party any Confidential Information (excluding information which is or becomes public knowledge other than as a result of the default of the recipient) and to use any such Confidential Information only for the purposes of the Agreement and in accordance with these terms or as required by law.

13.2. Nothing in the Agreement will prohibit or limit either Party's use of Confidential Information (i) previously known to it without obligation of confidence, (ii) independently developed by or for it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the Agreement.

13.3. The following circumstances will not constitute a breach of the obligations of confidentiality contained in this Clause 13:

13.3.1. disclosure of Confidential Information by either Party when required to do so by Applicable Law or to any Court of competent jurisdiction or any government agency or regulatory body lawfully requesting the same; or

13.3.2. disclosure of Confidential Information by either Party to its and its Affiliates' officers, employees, servants, contractors, subcontractors and/or professional advisers to the extent necessary to enable that Party to perform, enforce or benefit from any of its rights or obligations under the Agreement provided that Party will ensure that each of its and its Affiliates' officers, employees, servants, contractors, subcontractors, contractors and professional advisers to whom Confidential Information is disclosed is aware of its confidential nature and complies with this Clause as if it were a Party.

14. LIABILITY

14.1. Nothing in the Agreement limits or excludes:

14.1.1. A Party's liability for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

14.1.2. A Party's liability for fraud or fraudulent misrepresentation by it or its employees;

14.1.3. The Customer's liability to pay the Charges due and payable to JSL;

14.1.4. A Party's liability for any other matter in respect of which liability cannot by applicable law be limited or excluded.

14.2. Subject to Clause 14.1 and without prejudice to Clause 14.3, each Party's aggregate liability to the other in respect of all claims arising out of or in connection with the Agreement (whether for breach of contract, in negligence or any other tort, under statute or otherwise) in each Contract Year will be limited to a sum equal to 100% of the total Charges paid in aggregate under the Agreement during the preceding Contract Year or, if the Agreement is still within the first Contract Year, the average monthly Charges paid under the Agreement multiplied by 12.

14.3. Subject to Clause 14.1, neither Party will be liable to the other Party whether in tort, contract, misrepresentation (whether innocent or negligent) or otherwise for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill or similar losses; (iv) loss of anticipated savings; (v) loss of use; (vi) loss or corruption of data or information; (vii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

14.4. The Customer acknowledges that JSL's ability to deliver the Services (and any associated Deliverables) in the manner and in the timescales required by the Agreement are contingent upon the Customer and its third party suppliers properly and expeditiously performing the roles and responsibilities allotted to them under the Agreement and generally co-operating with and providing such information and assistance to JSL and its subcontractors as JSL may reasonably require in order to deliver the Services and any associated Deliverables. JSL will have no liability under the Agreement where the Customer or its third party suppliers fails in the foregoing responsibilities, and any timescales will be automatically extended by such period as JSL can

demonstrate that it was delayed from progressing with the Services due to such failure.

14.5. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from the Agreement.

15. TERMINATION

15.1. Without prejudice to any other rights or remedies that JSL may have, JSL may terminate the provision of all, or any part of, the Services on not less than 6 months' notice in writing to the Customer in which case the Customer will pay to JSL all arrears of Charges in respect of the relevant Services up to the date of its termination.

15.2. The Customer may terminate the Agreement in accordance with any termination provisions in its favour in the Agreement.

15.3. JSL may terminate the Agreement with immediate effect:

15.3.1. if the Customer fails to pay any amount due within 30 days of its due date, provided that JSL has issued a minimum of one written reminder in respect of such late payment; or

15.3.2. if the Customer does any act or thing which in JSL's reasonable opinion damages, or is reasonably likely to damage, the integrity and reputation of JSL, Janet or the Services.

15.4. Without prejudice to any other rights or remedies, either Party may terminate the Agreement with immediate effect by notice in writing to the other Party if:

15.4.1. the other Party or, in the case of the Customer, any User commits a material breach of any provision of the Agreement which is incapable of remedy or which is capable of remedy but which is not remedied within 30 days after receipt of a notice specifying the breach and requiring it to be remedied; the other Party is in material breach of the Agreement which is incapable of remedy; or

15.4.2. the other Party ceases trading, or becomes apparently insolvent, or has a trustee in sequestration appointed, combines with its creditors, or has a liquidator, receiver or administrator appointed (or an application is made either for the appointment of an administrator or for an administration order or notice of intention to appoint an administrator is given over all or any of its assets) over all or any of its assets other than for the purposes of a solvent amalgamation or reconstruction, or undergoes any analogous act or proceeding under foreign law to any of those mentioned in this Clause 15.4.2; or

15.4.3. if JSL or any of its suppliers ceases to be authorised to provide the Services under the Communications Act 2003 or is obliged to terminate this Agreement in order to comply with an order, instruction or request of Government, an emergency services organisation, a court of law, tribunal or other competent administrative or regulatory body, including Ofcom and Phone-paid Services Authority.

15.5. On termination of the Agreement howsoever caused:

15.5.1. JSL will cease to provide the Services;

- 15.5.2. the Customer will return to JSL any equipment provided to the Customer within 10 Business Days of termination and at the Customer's expense and risk or dispose of same in accordance with JSL's instructions; and
- 15.5.3. subject to Clause 5.4, the Customer will immediately pay to JSL all of JSL's outstanding unpaid invoices, and in respect of Services supplied but for which no invoice has been submitted, JSL may submit an invoice, which will be payable immediately on receipt.
- 15.6. Termination of the Agreement for any reason will:
- 15.6.1. be without prejudice to any obligation or right of any Party which has accrued prior to such termination (or will thereafter accrue in respect of the period before such termination); and
- 15.6.2. not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination, which includes this Clause 15 and Clauses 5, 6, 10, 11, 12, 13, 14, 16 and 17.

16. GENERAL

- 16.1. Subject to Clause 16.2, neither Party will at any time assign or transfer all or any of its rights or obligations under the Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 16.2. JSL may at any time by written notice assign or transfer all or any of its rights or obligations under the Agreement to another member of its Group. JSL will be entitled to sub-contract any of its obligations, and sub-licence any of its rights under the Agreement without the Customer's consent.
- 16.3. Any notices given in relation to the Agreement will be given for the attention of the relevant person set out in the Service Agreement Letter, which may include email, and be sent to the address or email address of the recipient set out in the Service Agreement Letter or another address or email address which the recipient may designate by notice given in accordance with the provisions of this Clause, with, in the case of JSL, a copy by email to legal@jisc.ac.uk.
- 16.4. A notice will be deemed to have been received: if delivered personally, at the time of delivery; in the case of pre-paid first-class post, 3 Business Days from the date of posting; and in the case of email, upon the email reaching the recipient's server, provided that (i) if deemed receipt occurs before 9am on a Business Day, the notice will be deemed to have been received at 9am on that Business Day; and (ii) if deemed receipt occurs after 5pm on a Business Day, or on a day which is not a Business Day, the notice will be deemed to have been received at 9 am on the next Business Day.
- 16.5. Where notices are to be served by email, the email must contain the following wording in the subject matter field: "Notice served in accordance with the terms of the Agreement for the SBC service between Jisc Services Limited and [insert Customer name]".
- 16.6. Other than in respect of the Customer's obligations to pay the Charges, neither Party will be liable to the other as a result of any delay or failure to perform its obligations under the Agreement if and to the extent such delay or failure is caused by a Force Majeure Event. If such Force Majeure Event prevents a Party from performing any of its obligations under

the Agreement for more than 30 days, the other Party will have the right, without limiting its other rights or remedies, to terminate the Agreement with immediate effect by giving written notice to the first Party.

- 16.7. The Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of the Agreement. Each of the Parties acknowledges and agrees that it does not enter into the Agreement on the basis of and does not rely, and has not relied upon, and will have no remedy in respect of, any statement or representation or warranty or other provision made, given or agreed to by the other Party (whether negligently or innocently made) except those expressly repeated or referred to in the Agreement and the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for breach of contract under the Agreement. Nothing in this Clause will operate to limit or exclude liability for fraud.

- 16.8. If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain unaffected and in force.

- 16.9. Any failure to exercise or any delay in exercising a right or remedy provided by the Agreement or at law or in equity (and/or the continued performance of the Agreement) will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Agreement must be in writing and will not constitute a waiver of any other breach and will not affect the other terms of the Agreement.

- 16.10. No variation to the Agreement be effective unless it is agreed in writing and signed by authorised signatories for both Parties.

- 16.11. Nothing in the Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the Parties or as authorising either Party to act as agent for the other. Neither Party will have authority to make representations for, act in the name of or on behalf of, or otherwise to bind the other Party in any way.

- 16.12. No third party is entitled to the benefit of the Agreement under the Contracts (Rights of Third Parties) Act 1999. The right of either Party to vary or terminate the Agreement will not be subject to the consent of any third party.

- 16.13. The Agreement may be entered into by the Parties on separate counterparts, which taken together with constitute one single agreement between the Parties.

17. GOVERNING LAW AND JURISDICTION

- 17.1. The Agreement, any non-contractual obligations arising out of or in connection with the Agreement and the relationship between the Parties, will be governed by and interpreted in accordance with the laws of England and Wales.

- 17.2. Each Party irrevocably submits to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with the Agreement.

Schedule 3 – Special Conditions

1. INTERPRETATION

1.1. Unless stated otherwise in this schedule, all capitalised terms in this schedule will have the meaning given to them in the Terms and Conditions set out in Schedule 1 of the Agreement.

1.2. In this schedule, the following words will mean:

Act	means the Communications Act 2003 (as amended by the Digital Economy Act 2010);
Artificial Inflation of Traffic or AIT	will have the meaning given to it in the BT standard interconnect agreement as amended from time to time and for the avoidance of doubt includes any situation where Calls other than Calls to geographic number ranges commencing with the digits 01 or 02: (a) are made, generated, stimulated, and/or prolonged for the direct or indirect benefit of any entity (including a natural person) operating, hosting or otherwise connected with a telecommunication service as a result of any activity by or on behalf of such entity; and (b) result in a calling pattern which is disproportionate to the overall amount, duration and/or extent of Calls which would be expected from a good faith usage or an acceptable and reasonable commercial practice relating to the operation of telecommunications systems;
BT	means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ registered in England No. 1800000 and any of its subsidiaries including but not limited to Openreach;
Call(s)	means a signal, message or communication which can be silent, visual (including text) or spoken;
CDRs	means call data records;
Gamma	means Gamma Business Communications Limited (Company Number 2998021) whose registered office is at 5 Fleet Place, London, EC4M 7RD;
Nuisance Call(s)	means an unwanted Call that causes annoyance, inconvenience or anxiety to the receiver of the Call, and/or is a hoax Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene, or menacing nature, and/or Calls which cause the called person to experience silence when the Call is answered in circumstances where the called person has no means of establishing whether there is a person at the other end of the line, and/or Calls which are not compliant with Ofcom's statement of policy on persistent misuse published in accordance with section 131 of the Act as amended from time to time;
Number(s)	means any telephone number(s) provided by JSL to the Customer under the Agreement;
Number Portability Functional Specification	means the Number Portability Functional Specification document which is published by Ofcom (or any other competent successor body or authority), as may be amended by Ofcom from time to time, and which is currently published at the following URL: http://www.ofcom.org.uk ;

Ofcom	means the Office of Communications, the communications regulator for the United Kingdom;
Portal	means the website which can be used by the Customer for accessing and viewing its invoices relating to the Services;
SPAM	means an unsolicited marketing message not permitted under the terms of the Data Protection Legislation;
System	means the electronic communications network and information technology system which JSL utilise so as to provide the Services to the Customer.

2. Use of Services

2.1. The Customer will use the Services in accordance with the provisions of the Agreement, the Service Website (as updated from time to time by JSL) and all other reasonable instructions as may be notified by JSL to the Customer from time to time and in accordance with the relevant provisions of the Act.

2.2. The Customer must not use the Services or allow or permit any User to use the Services:

2.2.1. in a way that does not comply with the terms of any legislation or any codes of practice, regulations or any licence or authorisation applicable to JSL, Customer or User (as appropriate) or that is in any way unlawful or fraudulent or to the knowledge of the Customer or User has any unlawful or fraudulent purpose or effect;

2.2.2. in connection with (without prejudice to the generality of Clause 2.2.1 above) the carrying out of fraud or a criminal offence against any other public telecommunications operator;

2.2.3. in any way that constitutes Artificial Inflation of Traffic;

2.2.4. in a way that in JSL's reasonable opinion could materially affect the quality of any telecommunications service or other service provided by JSL, its suppliers or any third party;

2.2.5. to make Nuisance Calls or Spam;

2.2.6. to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others;

2.2.7. to obtain access, through whatever means, to notified restricted areas of the underlying network;

2.2.8. to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins the Services or to adversely affect other customers of JSL or of its suppliers;

- 2.2.9. to engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 to 128 of the Act;
 - 2.2.10. in a way which (in the reasonable opinion of JSL) brings the name of JSL or its suppliers into disrepute, or which places JSL or its suppliers in breach of the Act.
- 2.3. In the event that JSL or its suppliers receives, as internet service provider, a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical obligation or any other notice, request, report or order made under the Act, the Customer will do everything reasonably required by JSL to ensure that JSL and/or its suppliers will be in full compliance with both the letter and spirit of all its obligations under the Act, including with regard to the provision of information and cessation of service and compliance with any code adopted by Ofcom in respect of the relevant provisions.
 - 2.4. JSL has the right to suspend or terminate the provision of the Services to the Customer or User(s) where JSL knows or reasonably suspects that the Customer or User(s) is in breach of the obligations in Clause 2.2 and 2.3 above, and any such breach will be deemed a material breach of the Agreement for the purposes of Clause 15.4.1 of the Terms and Conditions in Schedule 1 of the Agreement.
 - 2.5. The Services support 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of User connectivity to the internet for whatever reason. In such circumstances the User should use their PSTN line to make the emergency call. Furthermore it may on occasions not be possible for emergency services personnel to identify the User's location and telephone number so this information should be stated promptly and clearly by the User when making such a call.
 - 2.6. The Customer acknowledges that, in respect of public emergency call services, the Services confer only limited service at agreed defined locations and is not a full public service. The Customer agrees to provide to JSL for each network termination point full details of the User's name and address (including post code) to enable JSL's supplier to fulfil its obligations under Ofcom regulations to pass such details on to BT.

3. Invoicing and payment collection of Charges

- 3.1. The Customer acknowledges and agrees that all invoicing and payment collection for the Charges for the Services will be carried out by Gamma on behalf of JSL.
- 3.2. The Customer will be invoiced by Gamma on a calendar month basis commencing the 1st of each month. All Call charges will be invoiced in arrears and all fixed charges one month in advance.
- 3.3. The Customer agrees to pay the Charges into an account named "Gamma Business Communications Ltd re Jisc" by direct debit within 14 days of the receipt of invoice.
- 3.4. All charges will be calculated by reference to data recorded or logged by JSL or its suppliers and not to data recorded or logged by the Customer and such CDRs will be prima facie

evidence of call parties, call time and call duration in relation to any particular Call and will be accepted as such save in the case of manifest error by JSL or its suppliers.

- 3.5. It is agreed that the Customer has to pay for all Calls using the System, even though the Call originated with an unauthorized act i.e. the person or company which initiated the access did so using premises, equipment, or facilities, or security access code, etc or knowledge of the Customer, but was not authorized to use such premises, equipment, facilities or security access code or knowledge for such purpose. Any fraud, Artificial Inflation of Traffic or other improper use of the Services committed by the Customer, a User or by any third party will not relieve the Customer of its payment obligations under the Agreement.
- 3.6. All Charges due to JSL for the Customer's use of the Services will be paid in full by the Customer by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of JSL or its suppliers or its employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by JSL.
- 3.7. JSL may apply backdated charges for amounts outstanding from a previous billing period that were not previously invoiced for technical or other reasons. Any backdated charges will be made within six months of the date that the Services were rendered.
- 3.8. JSL reserves the right to increase the Charges for the Services on 7 days' written notice to the Customer in the event that any change in Applicable Law or regulations results in additional costs being incurred by JSL or any of its suppliers involved in the provision of the Services.
- 3.9. JSL may amend its prices upon which Charges are based at any time by not less than 21 days' notice to the Customer.
- 3.10. Invoices issued to the Customer will be deemed to have been accepted if the Customer does not present a written objection, identifying clearly the disputed invoice and the reasons why it is challenged, to JSL within 5 days of the date of the invoice. If such objection is made the parties will make all reasonable efforts to resolve such dispute promptly.

4. Obligations of the Customer

- 4.1. The Customer undertakes that all apparatus which is attached (directly or indirectly) to the Services will conform to the relevant standard or approval for the time being designated under the Act or the Radio Equipment Regulations 2017 (as may be subsequently amended, replaced or extended) and any other requirements or standards as notified by JSL to the Customer from time to time.
- 4.2. The Customer will notify JSL promptly of all of enquiries or problems regarding technical and operational issues with the Services.
- 4.3. In the event that JSL is notified by the Customer or User, or becomes aware by any other means, or has reasonable suspicions that a fraud or serious illegal misuse may have taken place, or will take place, JSL will take steps to suspend service to the number concerned by notifying its supplier(s) promptly and to ensure that no further traffic is permitted on the relevant lines until service is re-instated by JSL's supplier(s) at the request of the Customer. JSL or its suppliers

- will not be responsible for any Charges or liabilities incurred by the Customer prior to such suspension.
- 4.4. The Customer will keep secure all access and passwords to the Portal. Should the password security be compromised the Customer will inform JSL as soon as it becomes aware of the compromise and the Customer will indemnify JSL from any costs or claims for losses or damages in the event of any such breach of security.
- 4.5. The Customer will comply with all applicable laws (including, without limitation, data protection laws and laws relating to the provision of voice-over IP ("VOIP") services) and all codes of conduct, decisions, directions or recommendations issued by OFCOM and/or Phone-paid Services Authority and/or any other competent regulatory body (including in relation to VOIP services).
- 4.6. The Customer will use reasonable endeavours to detect, identify, notify and prevent Artificial Inflation of Traffic (AIT), in accordance with Annex E of the BT Standard Interconnect Agreement as amended from time to time. The Customer agrees to do everything necessary to comply, and to ensure that JSL is in full compliance with the requirements of the AIT schedule to the BT Standard Interconnect Agreement in force for the time being in particular with regard to notification of and the provision of documentary support for claims within such period as will enable compliance with all applicable time limits.
- 4.7. Any Number allocated to the Customer as part of the Services is provided for the duration of the Customer's contract with JSL or for the duration of the provision by JSL of the Services to the Customer whichever is the shorter period. The number may not be sold. The number may not be transferred unless JSL and/or its supplier(s) has given prior written permission.
- 4.8. The Customer will comply with the Number Portability Functional Specification and be aware of any requirements that may apply and that it does not own any Number nor has any right to sell or to agree to transfer any Number provided to it.

5. Indemnities

- 5.1. The Customer will indemnify, defend and hold harmless JSL from and against any liabilities, actions, losses, damages, judgments, costs, claims or expenses incurred by JSL or legal proceedings which are brought or threatened against JSL by a third party (including, without limitation, a User), in the event of:
- 5.1.1. the Services being or having been used in breach of Clause 2.2 above except where such breach results from fraud on the part of JSL or its suppliers;
- 5.1.2. the Customer being or having been in breach of any of the provisions of: clause 4.1; clause 4.5; clause 4.6.
- 5.1.3. any fraud or Artificial Inflation of Traffic;
- 5.1.4. the Customer, by entering into a contract with the JSL, being in breach of any contract which may exist between the Customer and any other service provider.
- 5.2. As a condition of the indemnity in Clause 5.1 above, JSL will:

- 5.2.1. as soon as reasonably practicable, notify the Customer in writing of any such claims or legal proceedings;
- 5.2.2. make no admission relating to such claims or legal proceedings without the agreement of the Customer, which will not be unreasonably withheld or delayed;
- 5.2.3. actively consult with the Customer regarding the conduct of any action and have due regard to the Customer's representations, and not agree any settlement of such claims or legal proceedings nor make any payment on account of them without the agreement of the Customer, which will not be unreasonably withheld or delayed.

The SBC service provided by JSL requires JSL to Process Personal Data on behalf of the Customer. JSL and the Customer acknowledges and agrees that the following table(s) sets out an accurate description of the Data Protection Particulars in relation to the Personal Data being Processed by JSL in relation to the SBC service.

The subject matter and duration of the Processing	JSL provides the SBC service that gives the Customer access to a number of sessions on JSL's hosted SBC platform together with access to SIP channels and calling bundles through our third-party supplier to support VoIP telephony. The hosted SBC platform does not store Customer Personal Data by default but administrators from JSL or its sub-processor(s) may occasionally need to enable access to SIP signalling metadata or call and process log data to identify and resolve problems with the SBC service. These files do not allow JSL or its sub-processor(s) to listen to calls nor access digital media and such files will be deleted on successful resolution of the fault. As the SBC service includes the provision of SIP channels, the Customer's call and usage records (Call Data Records) will be stored with JSL's sub-processor(s) and will be used only to generate the Customer's billing information for the SBC service. The duration of this Processing will be for the term of the Service Agreement between the Customer and JSL.
The nature and purpose of the Processing	The Personal Data will be Processed in order to provide the SBC service ordered by the Customer.
The type of Personal Data being Processed	The types of Customer Personal Data Processed by JSL or its sub-processor(s) includes: • SIP signalling metadata; • Call and process log data; • IP address; • name; • address; • telephone number; • email address; • job title; • company name; • contact records; • Call Data Records.
The type of Aggregated Data being Processed	JSL may derive and collect aggregate or other non-personal data from the use of the SBC service for product improvement, analytical, reporting, service planning and research purposes.
The categories of Data Subjects	The Customer Personal Data will concern the following categories of Data Subjects who may use the SBC service: • Customer's employees and/or students; and • any Data Subject (as controlled by the Customer).