



CLOUD VOICE

G-Cloud 15: Terms & Conditions

Date: January 2026

Issue number: 1

Company Statement

All information contained in this proposal is subject to contract and, unless expressly stated to the contrary, to Virgin Media Business Limited's standard terms and conditions.

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Registered office: 500 Brook Drive, Reading, RG2 6UU, United Kingdom

Brand Statement

Buyers entering into a Call-Off Contract will be contracting with Virgin Media Business Limited ("The Supplier").

On the 1st August 2025 Virgin Media O2 Business and Daisy Group merged to create a new B2B telecoms powerhouse – O2 Daisy.

O2 Daisy is fully consolidated by Virgin Media O2 with a 70/30 ownership structure with Daisy Group. The corporate brands Virgin Media O2 Business, Virgin Media Business and O2 Business remain.

For contracting purposes, customers of these brands contract with Virgin Media Business Ltd. Depending on the services to be provided, affiliate companies may act as billing and collection agents, such as Telefonica UK.



General Conditions

Version Number 4.0

GENERAL CONDITIONS FOR BUSINESS CUSTOMERS

1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

Term / Expression	Meaning
“Acceptable Use Policy”	means any document made available by VMO2B from time to time (including on the VMO2B Website) which sets out the rules and obligations for using or accessing the relevant Service (including any acceptable use or fair use policy);
“Acceptance Tests”	means the standard tests VMO2B carry out to check that the relevant Service is ready for use;
“Add-On Service”	means an optional add-on or bolt-on service that the Customer chooses to take which does not form part of the core services under the Agreement and which has no Minimum Period or has a Minimum Period or notice period of 30 days or less;
“Affiliate”	means any undertaking which is a subsidiary undertaking or parent undertaking (including the ultimate parent undertaking) of the relevant party and any company which is a subsidiary undertaking of such parent undertaking (the terms subsidiary undertaking and parent undertaking company having the meanings set out in Section 1162 of the Companies Act 2006);
“Agreement”	means this agreement between the Customer and VMO2B recorded in the documents described in clause 25 of these General Conditions;
“Ancillary Service”	means an extra service (excluding an Add-On Service) which is linked to the core services provided under this Agreement, which the Customer uses, registers or signs up for and, where relevant, is described as an ancillary service in its terms and conditions;
“Applicable Law”	means, in any jurisdiction in which the Services are to be performed, any and all applicable laws, regulation, any legally binding industry standards or guidance and any applicable and binding judgement of a relevant court;
“Billing Agent”	has the meaning set out in clause 7.1. of these General Conditions;
“Charges”	means all amounts payable by the Customer to VMO2B under this Agreement for Services (whether or not the Service is used by the Customer), Equipment, as Termination Fees, and any ancillary associated charges as set out in the Commercial Schedule and/or on the VMO2B Website;
“Commencement Date”	means the date this Agreement has been signed by the Customer;
“Commercial Schedule”	means the document or documents entitled Commercial Schedule, which set out the Charges associated with a particular Service;
“Confidential Information”	means proprietary information and/or any information obtained from the other party in connection with this Agreement (including for the avoidance of doubt details of the Customer Employees) which is: (i) reasonably identified by either party as commercially sensitive or confidential; (ii) obviously confidential in nature; or (iii) given in circumstances giving rise to an obligation of confidence including the existence, subject matter and terms of this Agreement;
“Customer”	has the meaning set out in the front sheet to this Agreement;
“Customer Employee”	means any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by the Customer;
“Data Protection Laws”	the Data Protection Act 2018, Regulation (EU) 2016/679 (the “EU GDPR”) to the extent applicable, (the “UK GDPR”) (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) and any relevant law implemented as a result of GDPR, UK GDPR, E Privacy Law and any other legislation in any applicable jurisdiction concerning the protection and/or processing of personal data, including all subordinate legislation, regulations, guidance and codes of practice. The terms “Data Controller”, “Data Processor”, “Data Subjects”, “Personal Data”, “Personal Data Breach” and “Process” shall have the meaning given to them in Data Protection Laws;

Term / Expression	Meaning
“E Privacy Law”	Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC, including the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding law;
“End User Licensed Software”	means any software, the licence terms of which are governed by a separate agreement with the licensor of such software;
“Equipment”	means the Service Equipment and the Purchased Equipment;
“Equipment Charges”	means the amounts payable by the Customer for any Purchased Equipment;
“General Conditions”	means this document entitled “General Conditions for Business Customers”;
“Intellectual Property Rights”	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world together with all rights of action, powers and benefits arising from ownership of any such rights, including the right to sue for damages and other remedies in relation to all causes of action arising before, on or after the date of this Agreement;
“Losses”	means any and all actions, awards, costs, claims, damages, losses (excluding those losses liability for which are excluded in accordance with clause 18.2, demands, expenses, fines, judgments, penalties and proceedings, tribunal awards, disbursements, payments (including any and all liabilities arising from the employment or engagement (or the termination thereof) of any individual as provided for in clause 28) and any other professional costs, losses or liabilities (calculated on a full indemnity basis);
“Minimum Holding”	means the minimum number of instances of a Service (e.g. lines) which must remain connected to a particular Service as specified in the Commercial Schedule or Service Schedule;
“Minimum Holding Charge”	means, in relation to a particular Service, the Charges payable for that Service for a failure to reach and maintain the Minimum Holding(s), as specified in the Commercial Schedule;
“Minimum Holding Period”	means, in relation to a particular Service, the number of months from the Service Commencement Date within which the Customer is required to connect the Minimum Holding(s), as specified in the Commercial Schedule or Service Schedule;
“Minimum Period”	means in respect of the relevant Service or instance of a Service, the minimum number of months from the relevant Service Commencement Date that such Service or instance of a Service will be in operation which, unless specified otherwise in the Commercial Schedule, shall be 24 months from the relevant Service Commencement Date;
“Minimum Spend”	means the minimum total expenditure which must be incurred by the Customer prior to the expiry of the Minimum Term, in relation to all or a particular Service or Services, as set out in the Commercial Schedule(s) or Service Schedule, and excludes any Equipment Charges or other line items, unless specified in the Commercial Schedule;
“Minimum Term”	means the initial period of this Agreement as specified in the Commercial Schedule and, if not specified, shall be the period from the Commencement Date until the expiry of the last Minimum Period of the last remaining Service;
“Network”	means the VMO2B network and the network of any Third Party used by VMO2B to supply the Services, as applicable;



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“Order Form”	means a document containing the detailed information necessary to fulfil a Customer's order for Services, in the form notified by VMO2B to the Customer from time to time;
“Purchased Equipment”	means the equipment purchased by the Customer from VMO2B under this Agreement, as detailed in the Commercial Schedule and/or such other format as may be agreed by VMO2B;
“Rental Charge(s)”	means the monthly non-usage dependent part of the Charges for the Services, as specified in the Commercial Schedule, and/or on the VMO2B Website (as amended from time to time in accordance with the terms of this Agreement);
“Replacement Services”	means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than VMO2B following the expiry or termination of the Agreement (or the relevant part of the Agreement) or the expiry or termination of any or all of the Services;
“RPI Change”	has the meaning given in clause 6.1 of these General Conditions;
“RPI Uplift”	means the percentage to be applied to Charges in addition to the RPI Rate, and which shall be set out in the Commercial Schedule;
“RPI Rate”	means the RPI Percentage change over 12 months published by the Office for National Statistics in February at https://www.ons.gov.uk/ (such URL as may be updated from time to time), or if such index ceases to be published, such index which supersedes or replaces it or the index which in VMO2B's reasonable opinion most nearly corresponds with the same and which will be notified by VMO2B to its customers on the VMO2B Website;
“Service Commencement Date”	means in respect of a Service or a particular instance of a Service the earlier of (i) the date on which a particular Service or instance of a Service is first provided to the Customer; (ii) the date on which the particular Service or instance of a Services passes the Acceptance Tests; or (iii) as otherwise explicitly set out in this Agreement;
“Service Equipment”	means all equipment (other than the Purchased Equipment) and associated materials (including Software forming part of the equipment) provided by VMO2B to the Customer under this Agreement but in which title does not pass to the Customer and which the Customer is permitted to use solely for the receipt or use the Services;
“Service(s)”	means the service(s) provided by VMO2B to the Customer under the terms of this Agreement as identified in the Commercial Schedule(s) and as further described in the Service Schedules, including but not limited to any Ancillary Services;
“Service Levels”	means the service levels (if any) for a particular Service as set out in a Service Schedule;
“Services Provider”	means a provider of telecommunications services or other services similar to the Services, including VMO2B or a VMO2B Affiliate or any direct or indirect supplier of VMO2B or a VMO2B Affiliate;
“Service Schedule”	means the document entitled “Service Schedule” containing additional terms relating to a particular Service;
“Service Transfer”	means the transfer of a Service (or any part of a Service) that had been provided pursuant to the Agreement (as a result of termination of the Agreement or otherwise);
“Site”	means (where applicable) a physical location at which any Equipment shall be located and/or at or to which a Service shall be provided;
“Software”	means any software, excluding End User Licensed Software, supplied to the Customer by VMO2B under this Agreement and includes all other software identified in this Agreement as “Software”;
“Successor Supplier”	means any entity (including the Customer where relevant) which provides the Replacement Services;



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“Termination Fee”	means, in respect of a Service, the relevant termination fee set out in the Commercial Schedule, and if not otherwise specified, means as applicable: the monthly Rental Charge for each instance of a Service multiplied by the remaining number of part or whole months in the Minimum Period for each instance of that Service; and the Minimum Holding Charge; and any shortfall between the actual Charges paid by the Customer and the Minimum Spend;
“Term”	means the term of this Agreement as set out in clause 2 of these General Conditions;
“Third Party”	means a person, company or entity other than VMO2B or the Customer;
“Transferring Employee”	means any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by the Customer or any Third Party to provide a service or services similar to a Service or any part of a Service;
“TUPE Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, (as amended, re-enacted or extended from time to time);
“Users”	means Customer Employees, subcontractors, agents or anyone else who is permitted by the Customer to use the Service;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994;
“VMO2B Employee”	means any employee or other staff of VMO2B or a VMO2B Affiliate; or any employee or other staff of any direct or indirect sub-contractor or supplier of VMO2B or a VMO2B Affiliate who provides the Services on behalf of VMO2B;
“VMO2B Privacy Policy”	means either (i) O2's privacy policy available at https://www.o2.co.uk/termsandconditions/privacy-policy/ ; or (ii) Virgin Media Business' privacy policy available at https://www.virginmediabusiness.co.uk/legal/privacy-policy/ as may be updated from time to time;
“VMO2B Website”	means either (i) www.o2.co.uk ; or (ii) www.virginmediabusiness.co.uk or any other web address notified by VMO2B to the Customer from time to time;
“Working Day”	means Monday to Friday (excluding UK bank and public holidays); and
“Year”	any period of 12 consecutive months starting on the Commencement Date or any anniversary of the Commencement Date provided that, where this agreement is terminated part way through such a 12 month period, a reference to a Year shall include the period from the end of the last Year completed until the date of termination.

- 1.2 The headings in this Agreement are for ease of reference only and shall not affect its construction.
- 1.3 References in this Agreement to any statute or statutory instrument or to Applicable Law shall include any subordinate legislation made from time to time under the same and any re-enactment, modifications or amendments thereto. References to clauses, sub-clauses and Service Schedules refer, unless otherwise stated, to the clauses, sub-clauses, and Service Schedules to this Agreement. References to paragraphs are to the paragraphs of the relevant Service Schedule. References to any document or to any website are to such document or website as the same and which may be amended from time to time.
- 1.4 Unless the context otherwise requires, the singular shall include the plural and vice versa and any reference to one gender shall include a reference to the other genders.
- 1.5 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.6 Any obligation on a party to do something includes an obligation to procure that its personnel, including subcontractors, do that thing.
- 1.7 References in this Agreement to a Service shall include any instance of such Service as applicable (for example, reference to a landline Service shall include both all landline Services provided to the Customer and/or each individual landline, as the context requires).

2 Commencement and Term

- 2.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with clause 14, shall continue for the Minimum Term and thereafter until the last remaining Service terminates in accordance with this Agreement (the "Term").

3 Supply of Services and/or Equipment

- 3.1 In consideration of the Customer paying the Charges and fulfilling all of its commitments as set out in this Agreement, VMO2B shall supply the Services and/or Equipment as applicable in accordance with the terms of this Agreement.
- 3.2 VMO2B shall supply the Service from the relevant Service Commencement Date for the relevant Minimum Period and thereafter until terminated by either party in accordance with the provisions of this Agreement.

4 VMO2B Obligations

- 4.1 VMO2B will supply the Services with the reasonable skill and care of a competent telecommunications service provider and shall comply with all Applicable Laws.
- 4.2 VMO2B does not guarantee that the Services will be continuously available and/or fault-free. The Customer acknowledges that faults may occur from time to time, but that VMO2B will endeavour to remedy any faults in accordance with the terms of this Agreement (including any applicable Service Levels).
- 4.3 VMO2B will use reasonable endeavours to provide the Services subject to technical and commercial feasibility.
- 4.4 VMO2B shall be entitled to change the way it provides a Service, provided that such change does not materially impact the ability of VMO2B to provide the Service to the Customer.
- 4.5 Unless otherwise set out in a Service Schedule, VMO2B shall use reasonable endeavours to provide the Services and/or Equipment within any time periods and/or by any date indicated to the Customer, but all time periods and dates are estimates and except where explicitly stated VMO2B shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

5 The Charges

- 5.1 The Charges for the Services and/or Equipment are set out in the Commercial Schedule(s) save that, where a Charge is not set out in the Commercial Schedule, the Charge shall be as set out on the VMO2B Website at the time the Equipment and/or Service is supplied.
- 5.2 Usage based Charges shall be based upon data recorded by or on behalf of VMO2B.
- 5.3 The Charges are exclusive of VAT which will be charged at the prevailing rate.

6 RPI Change to the Charges

- 6.1 The Customer's Rental Charges will increase annually by the RPI Rate plus RPI Uplift (together a "RPI Change"). If the RPI Rate is equal to or less than zero the Customer's Rental Charges will be increased by the percentage as set out in the Commercial Schedule. By way of illustration:
- a) if the RPI Rate is 2% and the RPI Uplift is 0%, then the RPI Change would be equal to 2%. If the Customer's Rental Charges are £400 per month, this would increase to £408 from April of the year



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which in which the RPI Change is applied; and

- b) if the RPI Rate is 0% and the RPI Uplift is 2%, then the RPI Change would be equal to 2%. If the Customer's Rental Charges are £400 per month, this would increase to £408 from April of the which in which the RPI Change is applied.

6.2 The increase in Rental Charges will take effect in the Customer's April invoice following an RPI Change.

7 Invoicing and Payment

- 7.1 Where stated in the Commercial Schedule, VMO2B may bill the Customer for some or all of the Charges through a VMO2B Affiliate, including but not limited to Virgin Media Payments Limited, acting as VMO2B's billing and collections agent (the "Billing Agent"). Any invoice for Services from a Billing Agent must be settled on and in accordance with the terms of this Agreement. The Billing Agent shall have VMO2B's authority to recover any outstanding Charges in respect of such Services on VMO2B's behalf and the Customer agrees to deal directly and exclusively with the Billing Agent in respect of the same.
- 7.2 The Customer shall pay the Charges in accordance with this clause 7.
- 7.3 VMO2B may invoice Customer at the frequency stated in the Commercial Schedule (or monthly if not stated) in relation to Services and any associated ancillary items and on delivery in relation to Equipment in the form of one or more invoice(s) which shall set out the Charges due in accordance with this Agreement.
- 7.4 Unless otherwise stated in the Commercial Schedule, the Customer shall pay:
 - a) Rental Charges monthly in advance;
 - b) Usage Charges monthly in arrears; and
 - c) Non-recurring Charges, as and when due.
- 7.5 The Customer must pay the Charges to VMO2B by either direct debit, credit card or bank transfer. Where the method of payment is by credit card, if payment of the Charges are not made on the due date, VMO2B is authorised to debit the Customer's nominated credit card company with all Charges due and payable to VMO2B.
- 7.6 The Customer shall pay each invoice (including any invoice relating to Termination Fees) within 30 days of the date of invoice. The invoice shall be deemed paid once VMO2B receives such payment as cleared funds in VMO2B's (or any VMO2B Affiliate's) nominated bank account.
- 7.7 The Customer shall pay the Charges (including any Termination Fees) in full without any deduction or set off. VMO2B may, without prejudice to any other rights it may have, set off any liability of the Customer to VMO2B against any liability of VMO2B to the Customer.
- 7.8 Without prejudice to any other provision of this Agreement, VMO2B may delay sending invoices, or bring forward the date VMO2B sends an invoice, to coincide with VMO2B's billing cycles. The first and last invoice relating to the Services may include Charges due for more or less than one complete billing cycle depending on when the Service starts or ends.
- 7.9 If the Customer pays the Charges by direct debit VMO2B may alter the Customer's direct debit instruction to reflect the Charges for the Service at that time. When this Agreement ends, the Customer will be responsible for cancelling any direct debit instruction or other payment arrangement.

Late Payment

- 7.10 Without prejudice to any other rights of VMO2B, if the Customer fails to pay any sums due to VMO2B on time or at all, VMO2B shall be entitled to:
- a) charge interest (both before and after any judgment) on amounts overdue from the Customer under this Agreement from the due date until the payment is made at the rate of 4% per annum over the base rate of Barclays plc for the time being during the relevant period;
 - b) charge the Customer for all costs and expenses, including legal costs (calculated on a full indemnity basis) and all other professional costs and expenses incurred by or on behalf of VMO2B in recovering the overdue amount and interest referred to in this clause 7.10 from the Customer which, for the avoidance of doubt, shall include but is not limited to a fixed late payment Charge (in addition to the statutory interest on the debt) which shall be:
 - i) for a debt less than £1000, the sum of £40;
 - ii) for a debt of £1000 or more, but less than £10,000, the sum of £70;
 - iii) for a debt of £10,000 or more, the sum of £100; and
 - c) suspend the provision of the relevant Service(s) with as much prior notice as VMO2B considers to be reasonably practicable, until such time as all payments due including all interest accrued has been paid and satisfied in full.

Credit Security

- 7.11 If at any time prior to or following any credit check described in clause 26.1, the Customer does not meet the standard of creditworthiness VMO2B considers acceptable, VMO2B may:
- a) immediately end all or part of the Agreement by giving written notice to the Customer;
 - b) require the Customer to pay regular instalments towards future Charges;
 - c) set a credit limit on the Charges that can be accrued under this Agreement and VMO2B can review any such credit limit at any time;
 - d) suspend the Service from the time the Customer reaches the credit limits until the Customer has paid the Charges; and
 - e) apply any other restrictions on the Customer's right to use the Service as VMO2B considers appropriate.
- 7.12 VMO2B may request from the Customer a deposit payment as security for payment of Charges which VMO2B may use to cover any overdue Charges in which case the Customer shall provide such deposit within 5 days of such request. Any deposit shall not be treated as an advance payment and will not earn interest.
- 7.13 The Customer may request the return of any deposit paid (or the remaining part of it if VMO2B have used the deposit to pay overdue Charges) at the expiry of each 12 month period after the deposit was taken but the decision to return any deposit prior to termination of the Agreement will be at the discretion of VMO2B. VMO2B will refund the deposit (or the remaining part of it if VMO2B have used the deposit to pay overdue Charges) on termination of the Agreement as long as the Service Equipment is returned to VMO2B in good condition (except for fair wear and tear).

8 New Services

- 8.1 The Customer may request new services on the terms set out on the VMO2B Website by placing a new service order (either in the form of an order form, or such other format as may be agreed by VMO2B) under this Agreement. VMO2B shall be entitled to accept or reject a new service order. Once a new service order



is accepted by VMO2B:

- a) the new service shall be deemed added to the Agreement (including the terms of the VMO2B Website applicable to the new service as well as any applicable Service Schedule(s)); and
 - b) VMO2B shall supply to the Customer the Services requested in that new service order only on the terms and conditions of this Agreement.
- 8.2 The Customer may request a new service at any time on terms other than those set out on the VMO2B Website. In the event that VMO2B and the Customer agree the terms that would apply to such new services, those terms will be added to this Agreement by execution of a formal variation.

9 Customer Obligations

- 9.1 The Customer shall and shall procure that Users (or anyone having access to the Services), shall:
- a) comply with any reasonable instructions from VMO2B and with any health and safety or security policies, and any Acceptable Use Policy in each case as may be implemented and/or amended by VMO2B from time to time relating to the use of the Services and/or Equipment;
 - b) not use the Services and/or Equipment in a manner which damages the reputation of VMO2B or VMO2B's suppliers, is inconsistent with a reasonable customer's good faith use of the Services and/or Equipment (including spamming and the sending of unsolicited advertising or promotional material), and/or adversely affects the provision of the Services and/or Equipment to other customers;
 - c) not use the Services and/or Equipment fraudulently or in connection with a criminal offence;
 - d) not use the Services and/or Equipment in a way that contravenes any Third Party's rights (including copyright and rights of privacy or confidentiality) or any Applicable Law, licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;
 - e) hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or Equipment;
 - f) notify VMO2B of any methods of doing business which may affect the Customer's use of the Services and/or Equipment or the Customer's ability to comply with the terms of this Agreement;
 - g) not send or receive any communications if doing so would be an offence under section 127(a) of the Communications Act 2003; and
 - h) comply with all Applicable Laws.
- 9.2 In order for VMO2B to meet its obligations under this Agreement, after giving the Customer reasonable notice (except in an emergency), the Customer must allow VMO2B to enter those parts of the Site, the Customer's other premises or the Customer's land (whether owned or occupied) as is necessary in connection with the provision of the Services.
- 9.3 Subject to clause 11, the Customer agrees it is procuring the Services solely for its own use and will not re-sell or otherwise act as any form of distributor in respect of the Services or any part of them.
- 9.4 The Customer shall provide VMO2B with all information and/or assistance that VMO2B may require to perform the Services, including the completion and submission of an Order Form within 5 Working Days of the Commencement Date, by such method as may be specified by VMO2B from time to time. The Customer shall ensure the information is complete and accurate. VMO2B shall not be responsible for any failure and/or delay to provide the Services which is a result of the Customer's failure to provide VMO2B with the required



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information and/or assistance. The Customer shall reimburse VMO2B for any administrative charges it incurs as a result of information it receives in accordance with this clause 9.4 that is incomplete or inaccurate.

9.5 If the Customer asks VMO2B to:

- a) change the Service (including moving, adding or swapping a Service); or
- b) provide Services at a different Site,

and VMO2B agree to the Customer's request, the Customer must (i) do everything that VMO2B reasonably requires for VMO2B to make the change; and (ii) pay the applicable Charges. VMO2B may, without giving the Customer notice, amend the Charges to reflect the change, and clause 14.4 will not apply to the amendment.

9.6 The Customer shall notify VMO2B immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services. The Customer acknowledges that it is responsible for the use of the Services (whether by the Customer or by any other person), including all Charges that arise.

9.7 The Customer agrees and acknowledges that VMO2B and/or a supplier of VMO2B may monitor and record calls or other communications including in relation to VMO2B's customer services.

9.8 The Customer acknowledges that some of the Services enable access to the internet and that use of the internet is solely at the Customer's risk and subject to all Applicable Laws. VMO2B has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the internet.

9.9 The Customer warrants to VMO2B that it will take all reasonable steps (including testing with up-to-date commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by VMO2B under this Agreement is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

9.10 The Customer acknowledges and agrees that it will not move or interfere with the Equipment, (including changing the settings) or use the Service in excess of any capacity or other restriction under the Agreement or as otherwise agreed in writing. If the Customer is in breach of this clause 9.10 VMO2B may, without affecting VMO2B's other rights and remedies, increase the Charges as VMO2B reasonably think fit. Clause 14.4 will not apply to such an increase in Charges.

9.11 Any breach of this clause 9 shall entitle VMO2B to suspend the Service and/or terminate the Agreement. The Customer shall indemnify VMO2B against any liabilities, claims, damages, Losses and proceedings arising out of or in connection with any use of the Service in breach of this clause 9.

10 Anti-bribery and Corruption

10.1 VMO2B and the Customer each agree and undertake to the other that in connection with this Agreement and the transactions contemplated by this Agreement, they will each respectively comply with all Applicable Laws relating to anti-bribery and anti-money laundering, including the Bribery Act 2010, the Modern Slavery Act 2015, the US Foreign Corrupt Practices Act 1977 and any laws intended to bring into force the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and shall not engage in any activity, practice or conduct which would constitute an offence under the same if such activity, practice or conduct had been carried out in England and Wales (the "Relevant Requirements").

10.2 The Customer shall have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and enforce them where appropriate.



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- 10.3 The Customer shall promptly report to VMO2B any breach, or potential breach, of the Relevant Requirements.
- 10.4 Any breach by a party of this clause 10 shall be deemed to be a material breach of this Agreement not capable of remedy for the purposes of clauses 14.12a) and 14.12b) of this Agreement.

11 Customer Affiliates

- 11.1 VMO2B acknowledges that the Customer may permit a Customer Affiliate to use the Services and Equipment supplied by VMO2B to the Customer under this Agreement. The Customer will procure that its Affiliates and all Users are aware of and comply with the terms of this Agreement. The Customer shall be liable to VMO2B for, and shall indemnify and keep indemnified VMO2B against, any and all:
- a) claims, Losses and expenses suffered or incurred by VMO2B as a result of a breach of a term of this Agreement resulting from a User's and/or Customer Affiliate's use of the Services and/or Equipment; and
 - b) Losses, costs and expenses resulting from any claims against VMO2B made by any of the Customer's Affiliates or Users (or any other Third Party whom the Customer has permitted to use a Service and/or Equipment).

12 Variations to the Agreement

- 12.1 Save as set out in clause 12.2, no variation of this Agreement shall be effective unless it is in writing, refers to this Agreement and is signed by the Customer (or its authorised representative) and accepted by VMO2B in writing.
- 12.2 Subject to clause 14.4, VMO2B may from time to time to vary the Agreement, including as follows:
- a) vary the VMO2B Website. For variations to the Charges set out on the VMO2B Website, such variations shall be published at least 30 days before such changes come into effect or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable; and
 - b) vary the provisions of this Agreement (including the Charges but subject always to clause 14.4). VMO2B will provide to the Customer 30 days' notice in writing of any such variation or, where the variation arises due to (i) changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, or (ii) are necessary for the Customer to continue receiving the Service(s), as much notice as is reasonably practicable.

save that nothing in this clause 12.2 shall relieve VMO2B from any regulatory obligation to notify the Customer in advance of any changes to the Agreement.

13 Suspension

- 13.1 VMO2B may, from time to time, upon reasonable notice where practicable, suspend the Services:
- a) during any modification, maintenance, repair or improvements to the Network; and
 - b) to change the technical specification of the Services,
- and, unless specifically agreed with the Customer, shall have no liability in relation to such suspension.
- 13.2 VMO2B may, from time to time and without notice or liability to the Customer, suspend the Services during any technical failure of the Network, because of an emergency or upon instruction by emergency services or



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any government or appropriate authority (including to provide or protect a service to a hospital or other emergency organisation or essential service) or for the Customer's or Users' own security, including the prevention of injury to people or damage to property.

- 13.3 VMO2B shall use reasonable endeavours to restore the Services suspended in accordance with clause 13.1 or 13.2 as soon as reasonably practicable.
- 13.4 VMO2B may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice:
- a) if the Customer fails to comply with the terms of this Agreement (including the Acceptable Use Policy) after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder); or
 - b) if the Customer allows anything to be done which in VMO2B's reasonable opinion may have the effect of jeopardising the operation of the Services or Network if applicable, or if the Services are being used in a manner prejudicial to the interests of VMO2B and/or a supplier of VMO2B.
- 13.5 If VMO2B has suspended the Services in accordance with clause 13.4, VMO2B shall restore the Services when the relevant default is remedied.
- 13.6 The Customer shall remain liable for:
- a) all Charges levied in accordance with this Agreement during any period of suspension; and
 - b) all reasonable costs and expenses incurred by VMO2B in the implementation of such suspension or disconnection, where such suspension or disconnection arises from the circumstances described in clause 13.4.
- 13.7 If VMO2B agrees to restore the Services that have been suspended in accordance with clause 13.4, the Customer must pay VMO2B's reasonable Charges of doing so, and any reasonable deposit required by VMO2B.
- 13.8 VMO2B may, without prejudice to its other rights hereunder, suspend or terminate a Service if an VMO2B supplier suspends, terminates or lets expire the provision of services to VMO2B which VMO2B requires to provide such Service and for which VMO2B is unable to find a replacement supplier, having used its reasonable endeavours. VMO2B will provide as much notice as is reasonably possible.
- 13.9 VMO2B may, where requested by or on behalf of the Government, a regulatory body, an emergency service or other relevant authority (including because of fraud or misuse) or where required to do so by Applicable Law, suspend or terminate all or part of the Services provided under this Agreement or take any other actions VMO2B reasonably believes is necessary.

14 Termination

Termination for Convenience

- 14.1 Unless specified otherwise in a Service Schedule or the Commercial Schedule, the Customer may terminate this Agreement (in whole or in relation to a particular Service) by:
- a) providing to VMO2B 90 days' notice in writing; and
 - b) paying VMO2B the applicable Termination Fees in respect of the Service(s) being terminated.
- 14.2 If the Customer terminates an order for Services prior to the Service Commencement Date, terminates the



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Services or an instance of a Service prior to the expiry of any applicable Minimum Period, during the Minimum Term, and/or before any applicable Minimum Holding or Minimum Spend has been achieved then the Customer shall pay to VMO2B the Termination Fees in accordance with the applicable Commercial Schedule.

- 14.3 Unless specified otherwise in a Service Schedule or the Commercial Schedule and without prejudice to any other VMO2B's rights to terminate this Agreement, VMO2B may terminate this Agreement (in whole or in relation to a particular Service) by providing to the Customer 30 days' notice and, in this event, the Customer shall not be liable for any Termination Fees.

Termination Resulting from Changes to the Agreement

- 14.4 Subject to clause 14.5, the Customer shall be entitled to terminate the Agreement by providing notice in writing if:

- a) VMO2B increases the prices set out on the VMO2B Website and/or the Charges in respect of the Services pursuant to clause 12 other than in accordance with clause 6 or as otherwise permitted under the terms of the Agreement; or
- b) VMO2B varies the terms of this Agreement, the Services, the Equipment, Network or Software (other than as permitted under the terms of the Agreement including but not limited to the exceptions at clause 14.5 of these General Conditions) pursuant to clause 12 of these General Conditions and VMO2B believes that such variation is not exclusively to the Customer's benefit, provided that such notice is provided in accordance with the instructions set out in VMO2B's notice of the changes to the Agreement and provided to VMO2B within 30 days of the date that notice of the change is given to the Customer by VMO2B in accordance with clause 12. Where the Customer terminates the Agreement in accordance with this clause 14.4, the Agreement will terminate on the earlier of: (i) 30 days after the Customer's notice is deemed delivered in accordance with this clause 14.4 and clause 24; or (ii) the date on which the change comes into effect or, where this is not feasible due to the timing of the Customer's notice of termination, as soon as reasonably possible after that date; or (iii) a date agreed in writing by VMO2B and the Customer.

- 14.5 The right to terminate a Service in clause 14.4 above shall not apply where:

- a) VMO2B makes any change to the Agreement, Charges, Equipment, Network, Services or Software that VMO2B believes is exclusively to the Customer's benefit, or where the change is made for any of the following reasons:
 - i) the change is purely administrative and has no negative effect on the Customer including but not limited to any change to VMO2B's contact details, registered office or non-contractual processes, for example contacting VMO2B to speak to an account manager, raise faults or disputes or any other process change which VMO2B may make from time to time;
 - ii) there is a change in applicable law, regulations or the rules of a regulatory body, listing authority or governing body that applies to VMO2B and/or the Network, Equipment, Services or Software that are provided by VMO2B under the Agreement;
 - iii) VMO2B has a legal or regulatory obligation to pass on cost increases and/or changes to the Agreement, Network, Equipment, Services or Software for example where the service charge for calling 084, 087, 09 and 118 numbers increases;
- b) the Agreement, Charges, Equipment, Network, Services or Software change for the following reasons:
 - i) changes are made to the Equipment, Network, Services or Software where the Equipment, Network, Services or Software are variable including but not limited to;



- 1) changes to the features or functionality of the Equipment, Network, Services or Software;
 - 2) changes to operational or administrative elements of the Services including but not limited to changes to the hours during which the Customer can contact VMO2B and changes to or removal of individual communication channels through which the Customer can contact VMO2B, changes to any portal, platform or similar tool that VMO2B uses or makes available for the Customer to use in communicating with VMO2B and managing the provision of the Services (including changes to any billing platform used by VMO2B from time to time) and any other changes in relation to the processes through which VMO2B delivers the Services;
 - 3) any changes to the Network which reflect the overall variability of the Network including but not limited to any routine maintenance updates and upgrades;
 - 4) the replacement of any Equipment, Services or Software which is no longer supported by the manufacturer or which VMO2B otherwise determines to be end-of-life with equipment, services or software of an overall equivalent specification or standard;
 - 5) changes to the Services, Software or Equipment where there is a minimum technical requirement for equipment, services or software which the Customer must maintain in order to make use of the Services (including but not limited to a requirement to have a 2G or 3G service where this is withdrawn) and the Services, Software or Equipment are changed because the Customer no longer meets the minimum technical requirements specified by VMO2B from time to time and the Customer either does not implement any changes to the Customer's equipment, services or software required to meet the minimum technical requirement or, where such equipment, services or software are supplied by VMO2B, where the Customer does not agree to accept new or updated equipment, services or software from VMO2B which would meet the minimum technical requirement;
- ii) changes to international call rates or services or roaming services or charges that are directly linked to increases in wholesale rates or technological changes notified to VMO2B by other providers, including but not limited to the withdrawal of 2G or 3G services. Any changes to the Equipment, Services or Charges under this clause 14.5b)ii) will be notified to the Customer and will not be made more frequently than once per month;
 - iii) changes to third party charges or costs which are passed on to us by a Third Party which are directly attributable to the Agreement, Charges, Equipment, Network, Services or Software;
 - iv) where VMO2B has provided general product or service descriptions in relation to the Equipment, Network, Services or Software such descriptions are indicative guidance only and VMO2B may substitute the Equipment, Network, Services or Software for those of an overall equivalent standard even if the exact features and functionality may differ;
 - v) changes to Charges or other costs which are based on the cost of providing the Services, Equipment, Software or Network to the Customer or carrying out the relevant task in relation to the Services, only to the extent that any change is directly attributable to a change in the cost to VMO2B;
 - vi) where VMO2B believes that the change is necessary for technical or security reasons;
 - vii) where VMO2B has agreed to provide power or other utilities as part of the Services to install and maintain Equipment, and there is any increase to the price payable to a third party (excluding any Affiliate) for such power or other utilities;



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provided that VMO2B will notify the Customer of any changes under this clause 14.5b) in accordance with clause 12. If VMO2B believes that a change under this clause 14.5b) is likely to materially disadvantage the Customer, VMO2B will notify the Customer of their right to terminate this Agreement in accordance with clause 14.4 and the Customer may terminate this Agreement without paying Termination Fees, subject to clause 14.9.

- c) the increases in prices or Charges or the variation of the terms of the Agreement, the Services, Equipment, Software or Network have been agreed by the Customer (including in accordance with clause 6 of these General Conditions).

VMO2B may inform the Customer of any changes made for the reasons set out in this clause 14.5 in accordance with clause 12 of these General Conditions. If the Customer decides to terminate the Agreement due to a change made for the reasons set out in this clause 14.5, the Customer may still be required to pay a Termination Fee.

14.6 Subject to clause 14.5, if the change to the Agreement which is referred to in clause 14.4 relates:

- a) only to an Add-On Service that the Customer has already signed up to, and the Customer decides to terminate the Agreement due to the change in the Add-On Service, the Customer may still be required to pay a Termination Fee for terminating the Services other than the Add-On Service early (as the Customer already has the right to end the Add-On Service at any time). VMO2B will confirm any such applicable Termination Fee to the Customer;
- b) only to an Ancillary Service that the Customer has not already signed up to or does not use, the Customer will not have the right to terminate the Agreement without paying a Termination Fee; or
- c) only to an Ancillary Service that the Customer has already signed up to or uses, and VMO2B believes that the changes are not exclusively to the Customer's benefit, VMO2B will notify the Customer of this and inform the Customer of the right to terminate the affected Ancillary Service and the Agreement without paying a Termination Fee, subject to clause 14.9.

14.7 If the Customer has entered into other agreements with VMO2B, the Customer may in certain circumstances be able to terminate those agreements where the Customer terminates this Agreement in accordance with clause 14.4. For the avoidance of doubt, changes to this Agreement will not give rise to a right to terminate any other agreement which is not linked to this Agreement and VMO2B will notify the Customer in accordance with the terms of the relevant agreement if the Customer has a right to terminate any other agreement because of a change made by VMO2B to this Agreement.

14.8 Where VMO2B enables the Customer to use a service under the Agreement that is supplied by a Third Party and is subject to that Third Party's terms and conditions, including but not limited to End User Licenced Software, VMO2B is not responsible for any changes made by that Third Party to the Third Party's services, charges or terms and conditions, or for notifying the Customer of those changes as such changes are outside the control of VMO2B and VMO2B may not be aware of them.

14.9 Termination of the Agreement in accordance with clause 14.4 will not affect the Customer's requirement to pay the Charges relating to the Agreement incurred prior to the date of termination, but, in this event, subject to clause 14.5 the Customer shall not be liable for any Termination Fees in respect of the Services. Where the Customer terminates the Agreement in accordance with clause 14.4, the Customer will be obliged to pay any outstanding or overdue charges and;

- a) where the agreement includes Equipment, the charges in respect of the cost of that Equipment; and
- b) where the Agreement includes any volume-, value-, time- based or other incentives which the Customer has received the benefit of prior to termination, including but not limited to any equipment fund or transformation fund, a payment equivalent to the proportion of the incentive that the Customer has had the benefit of relating to the period between termination of the Agreement and the end of



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the Minimum Period, or the proportion of the incentive which the Customer has had the benefit of prior to the date it should have vested in accordance with the applicable terms for that incentive, where such incentive has been partly or fully used by the Customer.

VMO2B shall confirm any such applicable Charges to the Customer following receipt of the Customer's notice to terminate in accordance with clause 14.4.

14.10 For the avoidance of doubt:

- a) where the Agreement, Equipment, Network, Services or Software is not provided in accordance with the agreed standards set out in the Agreement this shall not be regarded as a change to the contractual terms of the Agreement or a change to the Services, Equipment, Network or Software but as a breach of the Agreement by VMO2B (as the case may be), in which case the contractual remedies set out in the Agreement shall apply and the Customer shall have no right to terminate in accordance with clause 14.4; and
- b) if the Customer requests any change to the Agreement, Charges, Equipment, Network, Services or Software and VMO2B agrees to such change, the Customer will not have a right to end the Agreement under clause 14.4.

Termination for Cause

14.11 The Customer may terminate this Agreement by providing to VMO2B 30 Working Days' notice in writing if VMO2B:

- a) has committed a material breach of this Agreement that is incapable of remedy; or
- b) has committed a material breach of this Agreement that is capable of remedy and VMO2B has failed to remedy that breach within 30 Working days of the Customer supplying written notice specifying the breach and requiring its remedy.

14.12 VMO2B may terminate this Agreement (in whole or in relation to a particular Service) by providing 30 days' notice in writing if:

- a) the Customer commits a material breach of this Agreement that is incapable of remedy;
- b) the Customer commits a material breach of this Agreement that is capable of remedy but has failed to remedy that breach within 30 days of VMO2B supplying written notice specifying the breach and requiring its remedy; or
- c) any of the events described in clauses 9.1c), 9.1d), 9.1g), 9.1h) and 13.4b) occurs;
- d) the details the Customer provided to VMO2B to enable VMO2B to provide the Service were significantly wrong or incomplete;
- e) any licence, permission or other approval VMO2B or the Customer needs to connect to the Customer's communications network or provide the Service has ended, been withdrawn, been restricted or has stopped being valid, and has not been immediately replaced by a new licence, permission or approval giving VMO2B or the Customer the necessary rights; or
- f) all or part of any contract between VMO2B and a VMO2B sub-contractor or supplier is terminated and this affects the provision of the Services to the Customer.

14.13 The Customer shall pay to VMO2B Termination Fees in accordance with the Commercial Schedule if VMO2B terminates the Agreement (whether in whole or in relation to a particular Service) pursuant to any of clauses 14.12a) to 14.12d) (inclusive) or (where the Customer's acts or omissions have resulted in any licence,



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permission or other approval being withdrawn or restricted) 14.12e).

Insolvency

- 14.14 A party to this Agreement may terminate this Agreement by providing 30 days' notice in writing if bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation.

Consequences of Termination

- 14.15 If this Agreement is terminated and the Customer wishes to transfer to another service provider, VMO2B will provide reasonable assistance to the Customer in respect of the transfer of the Customer's Service in accordance with standard telecommunications industry practice.
- 14.16 Termination or expiry of this Agreement for whatever reason shall not affect:
- a) the rights and obligations of the parties which have accrued prior to such termination or expiry; or
 - b) any provisions of this Agreement which are of a continuing nature and any other provisions of this Agreement necessary for their interpretation or enforcement (including clauses 7, 9, 10, 15, 16, 17, 18, 19, 20, 23, 27, and 28).
- 14.17 On termination or expiry of this Agreement (in whole or in relation to a particular Service):
- a) any sums properly due from one party to the other will become immediately due and payable (including Charges for the Service(s) up to the date of termination, Termination Fees relating to the Service(s) and/or Charges for any costs incurred by VMO2B in relation to Equipment or Services ordered by the Customer but yet to be supplied by VMO2B);
 - b) any licence granted by VMO2B to the Customer will end immediately;
 - c) the Customer shall cease using the Service(s);
 - d) the Customer will allow VMO2B to remove the Equipment (other than Purchased Equipment for which the Customer has paid in full). If the Customer causes a delay in VMO2B removing such Equipment, VMO2B may continue to charge the Customer the Charges until such removal is completed, and the Customer must pay those Charges and any extra costs and expenses arising as a result of the delay; and
 - e) each party will, on request, promptly return to the other all Confidential Information and other property belonging to the other relating to the Service(s) which is in its custody or control or will destroy such Confidential Information and certify such destruction to the other party.

15 Equipment

- 15.1 The Customer shall comply with any instructions provided by VMO2B from time to time in respect of the Equipment.
- 15.2 Certain elements of Services are dependent on the Customer using the Equipment. If the Customer does not use the correct Equipment, then:
- a) the Services may not function correctly;

- b) VMO2B may choose not to provide the Customer with the relevant Services; and
- c) VMO2B shall have no liability for the Customer's inability to receive those Services and the Customer remains liable for the relevant Charges.

16 Intellectual Property

- 16.1 All Intellectual Property Rights in the Software, Equipment associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the Intellectual Property Rights in the Software, Equipment or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to the Customer's use of that Software, Equipment or associated documents and all parts thereof, directly against the Customer.
- 16.2 Unless otherwise specified in this Agreement, all Intellectual Property Rights developed in the provision of any Service will vest in VMO2B or its licensors. VMO2B may use know-how acquired, principles learned or developed or experience gained during the performance of any Service, to perform work for other customers.
- 16.3 All information or materials exchanged between VMO2B and the Customer in connection with the Agreement, together with the Intellectual Property Rights therein, will remain the property of VMO2B, VMO2B's suppliers or the Customer as applicable and will be returned to the owning party on termination of the Agreement, if requested by such party.
- 16.4 VMO2B grants to the Customer a non-exclusive, non-transferable licence to use, in object code form, any Software and the Equipment provided by VMO2B or its suppliers solely in the United Kingdom in connection with the proper use of the Services. The Customer undertakes not to copy, alter, adapt, translate, software develop, decompile, license, sub-license, reverse engineer or resell any Software (or any part of the Software), unless expressly permitted to do so by VMO2B or by Applicable Law. This licence will terminate on the termination of this Agreement (or any relevant part of this Agreement).
- 16.5 VMO2B grants to the Customer a non-exclusive, non-transferable royalty free licence for the term of this Agreement (in whole or in relation to a particular Service(s)) to use any information or materials provided by VMO2B to the Customer under this Agreement to the extent necessary for the Customer to receive the benefit of the Service(s). The Customer must not copy, reproduce, distribute, alter, adapt, translate, develop, decompile, license, sub-license, reverse engineer or resell any such information or materials (or any part thereof), unless expressly permitted to do so by VMO2B or Applicable Law.
- 16.6 In the event that the Customer is subject to a claim by a Third Party in respect of any alleged infringement of any Intellectual Property Rights arising from its normal use or possession of the Equipment, Software, information or materials provided by VMO2B then VMO2B will indemnify the Customer in relation to sums awarded or paid in settlement for such claim provided that the Customer promptly notifies VMO2B of such claim, makes no admission in respect of such claim, the Customer seeks to mitigate the loss where it can do so without unreasonable inconvenience or cost, allows VMO2B or its licensor to conduct all negotiations and proceedings (providing VMO2B or its licensor with all reasonable assistance) and allows VMO2B at VMO2B's own discretion and expense to modify or replace the Equipment, Software, information or materials so as to avoid any continuing infringement. This indemnity does not apply:
 - a) to any such infringements caused by the Customer's own breach of the terms of this Agreement and/or the Customer's negligence or misconduct;
 - b) the operation or use of the Equipment, Software, information or materials in conjunction with other equipment and software or Services not supplied by VMO2B pursuant to this Agreement;
 - c) the operation or use of the Services, Software or Equipment for a purpose other than that which the Services, Software or Equipment were provided for; and



- d) any alteration or adjustment to the Services, Software or Equipment if the alteration or adjustment was not made or authorised by VMO2B,

in which event the Customer shall indemnify VMO2B in respect of any claims, proceedings and expenses arising from any such infringement by the Customer.

- 16.7 If VMO2B reasonably believe that it cannot modify or replace the Equipment, Software, information or materials so as to avoid any continuing infringement, VMO2B will be entitled to terminate the agreement by giving 30 days' written notice to the Customer.
- 16.8 The Customer will not be entitled to and agrees not to:
 - a) use in the course of trade or otherwise in relation to any goods or services of the Customer any registered or unregistered trademark, logotype or abbreviation of the name of VMO2B (or any of its suppliers) or any part thereof so that any person might reasonably import a connection between those goods or services and VMO2B (or any of its suppliers) or any part thereof;
 - b) register or attempt to register as a trade mark anything referred to in clause 16.8a) of these General Conditions; and/or
 - c) authorise any Third Party to do anything referred to in clause 16.8a) of these General Conditions.
- 16.9 The Customer further agrees not to infringe any copyright, or registered or unregistered trademark rights belonging to any Third Party in respect of any Equipment.
- 16.10 The Customer recognises that the Services may be dependent upon End User Licensed Software and if the Customer does not accept the licence terms relating to any End User Licensed Software, VMO2B shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End User Licensed Software.
- 16.11 Where the Customer accepts the terms of a licence in respect of any End User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End User Licensed Software.
- 16.12 The Customer shall accept and comply with all licence terms required from time to time by any Third Party provider of any Software or materials as agreed between the relevant Third Party and VMO2B.

17 Confidentiality

- 17.1 Either party receiving Confidential Information (the "Recipient") from the other (the "Disclosing Party") shall not, without the Disclosing Party's prior written consent, use that Confidential Information for any purpose other than for the purposes of fulfilling a party's obligations under this Agreement of providing or using the Services, or disclose such Confidential Information to any person other than VMO2B Employees and Customer Employees and authorised subcontractors and suppliers ("Authorised Personnel") who have a need to know that information.
- 17.2 Clause 17.1 shall not prohibit use or disclosure of Confidential Information by either party to the extent:
 - a) the Confidential Information is published by or on behalf of the Disclosing Party or becomes generally known to the public otherwise than as a result of a breach of this Agreement or any other obligation of confidentiality;



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- b) such Confidential Information was lawfully known to the Recipient prior to the time of disclosure by the Disclosing Party and is not subject to any obligations of confidentiality;
- c) the Confidential Information was lawfully disclosed to the Recipient by a third party that was not itself under any obligations of confidentiality;
- d) the Confidential Information is replicated or developed independently by or on behalf of the Recipient without access to or knowledge of the Confidential Information;
- e) the disclosure is made to the professional advisers of a party provided that such professional advisers are made expressly aware of the confidential nature of the Confidential Information;
- f) the disclosure of Confidential Information is required for the purposes of any judicial proceedings arising out of a breach of this Agreement or any other agreement entered into under or pursuant to this Agreement; or
- g) the Confidential Information is required to be disclosed by any Applicable Law, by any governmental or regulatory body, or by or in connection with the rules of any stock exchange on which the shares of either party or its holding company are listed (including where disclosure is required as part of any actual or potential offering, placing and/or sale of securities of either party or its holding company),

provided however that prior to the disclosure or use of any Confidential Information in the circumstances described in clauses 17.2f) or 17.2g) the party concerned shall, where not prevented by Applicable Law, consult with the other party about the nature and extent of the required use or disclosure insofar as is reasonably practicable.

17.3 Upon termination of the Agreement, for whatever cause, the Recipient will:

- a) cease to use the Confidential Information given to them by the Disclosing Party for any purpose;
- b) return to the Disclosing Party or destroy all documents and all other materials containing or reflecting any Confidential Information, together with any copies, which are in the Recipient's possession or control or in the possession or control of any of the Recipient's Authorised Personnel and which are in a form capable of delivery and destruction; and
- c) expunge all Confidential Information from any computer, word processor or similar device into which it was programmed by the Recipient or any of the Recipient's Authorised Personnel,

provided, however, that the Recipient will be permitted to retain any computer records and files containing any Confidential Information which have been created pursuant to its automatic archiving and back-up procedures ("Information Archives").

17.4 The Recipient acknowledges that neither the return nor the destruction of any Confidential Information in accordance with clause 17.3b) nor the expunging of any Confidential Information in accordance with clause 17.3c) will release the Recipient from its obligations under this Agreement. Any Confidential Information retained on a Recipient's Information Archives shall be kept strictly confidential and shall not be used for any purpose, other than as required by Applicable Laws.

18 Limitation of Liability

- 18.1 This clause 18 sets out each party's entire liability (including any liability for the acts and omissions of each party's employees, agents or sub-contractors) to the other party in tort, contract or otherwise, arising out of or in connection with the performance or contemplated performance or non- performance of this Agreement.
- 18.2 Subject to clause 18.5, VMO2B shall not be liable to the Customer in respect of any matter arising out of or in



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connection with this Agreement whether in contract (including pursuant to any indemnity), tort (including negligence), breach of statutory duty or otherwise howsoever arising for:

- a) any indirect, special or consequential loss;
- b) any pure economic loss or damage;
- c) any:
 - i) loss of profit;
 - ii) loss of business opportunities;
 - iii) loss of revenue;
 - iv) loss of anticipated profit;
 - v) loss of anticipated savings;
 - vi) damage to goodwill;
 - vii) business interruption;
 - viii) wasted expenditure;
 - ix) lost staff or management time;
 - x) loss or corruption of data;
 - xi) liability to third parties
 - xii) (in each case arising as a direct or indirect result of the applicable claim), and whether or not such losses were foreseeable or foreseen at the date of this Agreement.

18.3 Subject to clauses 18.2 and 18.5, VMO2B's total aggregate liability arising in connection with this Agreement (whether to the Customer, any Customer Affiliate, Users or otherwise) shall be limited in respect of all claims arising in a Year ("Relevant Year") to:

- a) in respect of any claims made against VMO2B for damage to property arising out of or in connection with the Services and/or Service Equipment, shall in no event exceed the greater of £100,000 or 125% of the Charges payable in the Relevant Year; or
- b) in respect of all other claims, losses or damages, whether arising in contract (including pursuant to any indemnity), tort (including negligence), breach of statutory duty, or otherwise shall in no event exceed the greater of £50,000 or 100% of the Charges payable in the Relevant Year.

18.4 Subject to clause 18.5, the Customer's aggregate liability of any sort whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever arising in connection with this Agreement (whether to VMO2B, any VMO2B Affiliate, VMO2B Employee or otherwise) shall be limited in respect of all claims arising in a Relevant Year to the greater of: (i) the sum of £100,000; or (ii) 125% of the Charges payable in the Relevant Year.

18.5 Nothing in this Agreement shall exclude or restrict the liability of either party for:

- a) death or personal injury resulting from that party's negligence;



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- b) any liability to pay the Charges;
 - c) claims in respect of the Customer's liability under clause 11, or pursuant to any indemnity given by the Customer;
 - d) any and all damage to any equipment belonging to VMO2B or the Network caused by the Customer's breach of this Agreement;
 - e) breach of any implied term as to title or quiet enjoyment arising out of section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - f) fraud or fraudulent misrepresentation; or
 - g) any liability which cannot be excluded or restricted by Applicable Law.
- 18.6 If a number of claims give rise to what is essentially the same loss, the claims will be considered together as only one claim under the Agreement.
- 18.7 Subject to clause 18.2, 18.3 and 18.5, VMO2B shall not be liable for direct physical damage to the Customer's property or the Site except to the extent that the damage arises from VMO2B's negligence or the negligence of VMO2B's Employees.
- 18.8 Subject to clause 18.5, the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by Applicable Law. Where VMO2B are able to do so, VMO2B will pass on to the Customer any manufacturer's warranty for the Equipment.
- 18.9 The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the Agreement between VMO2B and the Customer. VMO2B would not be able to provide the Services and/or Equipment on an economic basis without such limitations.
- 18.10 VMO2B shall not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by VMO2B as subcontractors or assignees in respect of the performance of VMO2B's obligations under this Agreement.

19 Publicity

- 19.1 The Customer shall not make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of VMO2B, except as required by Applicable Law, any governmental or regulatory authority (including without limitation any relevant securities exchange), any court or other authority of competent jurisdiction.
- 19.2 The Customer shall not use VMO2B's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material without VMO2B's prior written consent.
- 19.3 VMO2B shall be entitled to use the Customer's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material, but shall not otherwise reveal the terms of this Agreement to any third party without the Customer's prior written consent except as required by Applicable Law, any governmental or regulatory authority (including without limitation any relevant securities exchange), any court or other authority of competent jurisdiction..

20 Data Protection

- 20.1 The parties shall comply with all Data Protection Laws applicable to them at all times. The parties acknowledge that the status and data protection role of each party is a question of fact to be determined



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under Data Protection Laws. Notwithstanding that, it is the mutual understanding of each party that:

- a) In relation to Processing the business contact details of the other Party provided for the purposes of administration and management of the Services and this Agreement ("Contact Personal Data") each Party may Process the Contact Personal Data, each acting as an independent Data Controller;
- b) In relation to Processing Personal Data collected and processed as a telecommunications provider, VMO2B acts as an independent Data Controller once Users are set up to receive or are connected to the Services, unless otherwise specified in a Service Schedule. The VMO2B Privacy Policy sets out how VMO2B Processes Personal Data;
- c) In relation to Processing Personal Data of Users that Customer provides to VMO2B, the Customer acts as Data Controller and VMO2B acts as a Data Processor for the purposes of setting up to receive or connecting Users to Services. Accordingly, the Customer shall be responsible for notifying Users that their Personal Data will be shared with VMO2B and of the VMO2B Privacy Policy before transferring Personal Data;
- d) In relation to third party or other Services resold, provided or provisioned under this Agreement, to the extent applicable, the data processing roles of the Parties shall be specified in the respective Service Schedule.

20.2 Only when VMO2B is acting as a Data Processor:

- a) Customer will comply with all Data Protection Laws applicable to it as a Data Controller of Personal Data, including but not limited to, the lawfulness of the Processing instructions the Customer gives to VMO2B.
- b) Clauses 21.1– 21.11 (inclusive) of this Agreement will apply, referred to herein as the "Processing Obligations".

21 Processing instructions:

- 21.1 VMO2B shall only Process Customer Personal Data for the purposes of performing this Agreement in accordance with (i) Customer's documented instructions (which Customer acknowledges are set out in this Agreement or otherwise agreed between VMO2B and the Customer in writing) and to the extent Processing is necessary to provide the Service, or (ii) as otherwise required by Law. VMO2B shall notify the Customer in the event that it becomes aware of applicable laws or regulation which prevents VMO2B from complying with the Customer's lawful instructions
- 21.2 If VMO2B is required by Law to Process Customer Personal Data, VMO2B shall first notify the Customer of that legal requirement, unless the Law prohibits VMO2B from doing so.
- 21.3 If the Customer wishes to give VMO2B additional Processing instructions, VMO2B may require such new Processing instructions to be treated as an amendment to this Agreement.

Confidentiality

- 21.4 VMO2B shall ensure that persons authorised by it to Process Customer's Personal Data are subject to an appropriate duty of confidentiality.

Security

- 21.5 VMO2B shall, in compliance with its information security policies, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk related to VMO2B's Processing of Customer Personal Data.



Data Breach Notification

- 21.6 Upon becoming aware of a Data Breach in respect of Personal Data controlled by the Customer, VMO2B shall without undue delay notify the Customer of the Data Breach.

Assistance

- 21.7 Taking into account the nature of the Processing and the information available to VMO2B, VMO2B shall, at the Customer's cost, provide reasonable and proportionate assistance to the Customer to enable it to fulfil Customer obligations (i) as a Data Controller pursuant to Articles 32 to 36 of the EU GDPR insofar as they are retained in UK GDPR; and (ii) to respond to Data Subject requests under Chapter III of the EU GDPR insofar as they are retained in the UK GDPR.

Sub-Processors

- 21.8 VMO2B may engage any of its Group Companies or third-party sub-processors (collectively Sub-Processors) to Process Customer Personal Data, provided that:
- a) VMO2B maintains an up-to-date list of Sub-Processors which will be available to the Customer on request. In the event that the Customer objects to the use of a new sub-processor, within 30- days of notification of the new sub-processor, the Customer shall be entitled to terminate the Agreement in accordance with clause 14.1 (termination for convenience) after which the Customer shall be deemed to have accepted a new sub-processor;
 - b) VMO2B has a binding contract with each Sub-Processor that contains data protection terms that are equivalent to the Processing Obligations; and
 - c) If a Sub-Processor fails to fulfil a relevant Processing Obligation, VMO2B shall remain liable to the Customer for the performance such obligation.

International Transfers

- 21.9 VMO2B may transfer the Customer's Personal Data to a third country or an international organisation for Processing: (i) where required to do so by Law, in such case VMO2B shall first inform the Customer of that legal requirement unless the Law prohibits VMO2B from doing so; (ii) where the European Commission (or an authorised UK authority) has determined that the third country provides Data Subjects with adequate protection in relation to the transfer and Processing of their Personal Data; or (iii) where VMO2B has completed appropriate due diligence and have put in place appropriate safeguards that will provide Data Subjects with adequate protection in relation to the transfer and Processing of their Personal Data in accordance with Data Protection Law. Where VMO2B uses the standard contractual clauses adopted by the European Commission or otherwise approved or recommended by the UK Data Protection Authorities, the Customer acknowledges that VMO2B may sign these as data exporter on the Customer's behalf as VMO2B does for its customers generally.

Return or Deletion

- 21.10 Upon expiry or termination of this Agreement, VMO2B shall delete relevant Personal Data, unless VMO2B continues to process it in its capacity as a Data Controller, it is reasonable to retain it in order to meet legal or regulatory obligations or storage is required by Law.

Information and Audit

- 21.11 VMO2B shall, at the Customer's cost, demonstrate VMO2B's compliance with the Processing Obligations to the Customer:
- a) by making relevant information available to the Customer on the Customer's written request; and
 - b) by providing reasonable evidence of the results of any applicable third party, deemed to be mandated by the Customer, audit or inspection commissioned by VMO2B to verify its information

security controls.

22 Matters beyond the parties' reasonable control

- 22.1 Neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement (other than payment) due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts (or failure to act) of regional or central Government, highway authorities or other competent regulatory authorities, telecommunications network operators, war or national emergency, terrorism, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, power failures, epidemic, pandemic, power failure, natural disaster, subsidence, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce) and a third party's delay in supplying, or failure to supply, any Service or Equipment which arises as a result of an event or cause beyond that third party's reasonable control.
- 22.2 The Customer agrees that VMO2B shall have no liability for improper, incorrect or unauthorised use (including where contrary to the Acceptable Use Policy) of the Services or Equipment by the Customer or any Third Party.
- 22.3 If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

23 Export control

- 23.1 If the Customer proposes to export any software, technical information or training materials, or equipment supplied by VMO2B pursuant to this Agreement, the Customer agrees to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.
- 23.2 If the Customer procures Equipment, the Customer agrees that in entering into this Agreement the Customer accepts the terms of the following User undertaking on behalf of itself and, if applicable, its Affiliates: The Customer certifies that it is or will be the User of the Equipment and further certifies that it shall use the Equipment only for the purposes of allowing its employees to send, receive, store and process data and voice services in order to perform their everyday contractual duties; that the Equipment will not be used for any purpose connected with explosives, chemical, biological or nuclear weapons, or missiles capable of delivering such weapons; that the Equipment will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes; and that the Equipment, or any replica of it, will not be used in any nuclear explosive activity or un-safeguarded nuclear fuel cycle activity.

24 Notices

- 24.1 Subject to clause 24.2, any notice required or permitted under this Agreement shall be given in writing and shall be:
- a) delivered by hand or pre-paid first-class post or by a signed-for next working day delivery service to the address of the recipient stipulated in the Agreement or as notified from time to time in writing; or
 - b) sent by email to the email address of the recipient stipulated in the Agreement or as notified from time to time in writing.
- 24.2 Any notice to terminate this Agreement (in whole or in relation to a particular Service) shall be given by the Customer in writing and shall be delivered by hand or pre-paid first-class post or by a signed- for next working day delivery service to the address of VMO2B stipulated in the front sheet or as notified from time to time in writing.
- 24.3 Any notice shall be deemed to have been received:
- a) if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left

at the correct address;

- b) if sent by pre-paid first-class post, at 09:00 on the second Working Day after posting;
 - c) if sent by a signed-for next working day delivery service, at the time recorded by the delivery service;
 - d) if sent by email, at 09:00 on the next Working Day after transmission.
- 24.4 If notice is sent to terminate the Agreement or cancel any part of the Service, then a copy of the notice must be retained along with proof of delivery.
- 24.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25 Priority of Documents Forming this Agreement

- 25.1 This Agreement is recorded in the following documents:
- a) these General Conditions;
 - b) the applicable Service Schedule(s);
 - c) the Commercial Schedule;
 - d) any other part of the Agreement presented to the Customer
 - e) any other document incorporated by reference in the Service Schedules; and
 - f) the VMO2B Website.
- 25.2 In the event of any conflict between provisions of the documents making up this Agreement, the order of precedence shall be as set out in this clause 25 of these General Conditions (in order of decreasing precedence) unless explicitly stated otherwise.

26 Credit Checks and Fraud Prevention

- 26.1 VMO2B's acceptance of the Customer's application for Services is subject to VMO2B checking the following records about the Customer and the Customer's business partners:
- a) VMO2B's own records;
 - b) business records at credit reference agencies ("CRAs") including both public (including the electoral register) and fraud prevention information. When CRAs receive a search from VMO2B they will place a search footprint on the Customer's business credit file that may be seen by other companies;
 - c) records held by fraud prevention agencies ("FPAs"); and
 - d) if the Customer contact is a director, VMO2B may seek confirmation, from CRAs that the residential address that is provided is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- 26.2 VMO2B may also make checks such as assessing the Customer's application for Services and verifying identities to prevent and detect crime and money laundering. VMO2B may also make periodic searches at CRAs and FPAs to manage the Customer's VMO2B account.



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- 26.3 VMO2B will send the information provided by the Customer, details of the Customer's VMO2B account and how the Customer manages its account to CRAs which may record such information, including information on the Customer's business and its proprietors. The CRAs may create a record of the name and address of the Customer and its proprietors if there is not one already.
- 26.4 If the Customer does not pay the Charges when they become due and payable, CRAs will record the outstanding debt which shall remain on file for six years after they are closed (whether by settlement or default). Such records may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Customer's whereabouts and recover debts owed by the Customer.
- 26.5 VMO2B will carry out a search to verifying identities. This involves checking the details given by the Customer against those held on databases which CRAs and FPAs have access to, including the electoral register. CRAs and FPAs will keep a record of this search and other companies may use it to help them verify identities.
- 26.6 If the Customer gives VMO2B false or inaccurate information or VMO2B suspect or identify fraud or criminal activity VMO2B will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
- 26.7 VMO2B and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 26.8 Customer data may also be used for other purposes for which the Customer or any User gives its specific permission or, in very limited circumstances, when required by Applicable Law or where permitted under the Data Protection Laws. To read the full details of how data may be used please visit the VMO2B Website.
- 26.9 The Customer can contact the CRAs currently operating in the UK, including CallCredit (Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414); Equifax PLC, (Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US; 0870 010 0583; www.myequifax.co.uk); and Experian (Consumer HelpService, PO Box 8000, Nottingham NG80 7WF; 0844 4818000; www.experian.co.uk). The information they hold may not be the same. They will charge a small statutory fee for access to their Records. Details of the relevant fraud prevention agencies are available from VMO2B on request.

27 Call Monitoring, Marketing and Usage Information

- 27.1 VMO2B may monitor and record VMO2B's telephone conversations with the Customer in order to maintain the quality of VMO2B's customer services and for training purposes.
- 27.2 The Customer agrees that its details or those of its Users may be used and disclosed by VMO2B for the purposes of this Agreement and for marketing purposes as set out in VMO2B's Privacy Policy. The Customer will ensure that any disclosure of Users' Personal Data by the Customer to VMO2B is compliant with Data Protection Laws and that Users have been notified of VMO2B's Privacy Policy. If a User does not want their details to be used for direct marketing purposes, the Customer should contact its designated VMO2B account manager or the VMO2B data protection officer at Telefónica UK Limited/Virgin Media Business Limited, 500 Brook Drive, Reading, RG2 6UU.
- 27.3 VMO2B can pass on information that describes the habits, usage patterns and characteristics of Customers. However, the information is anonymous and does not describe or reveal the identity of any particular Customer.
- 27.4 The Customer authorises VMO2B to give its name and other contact details to the emergency services. Unless the Customer tells VMO2B in writing that it withdraws that authorisation, VMO2B will also be authorised to provide those details to other communications operators and providers of directories. VMO2B will have no liability for any publication made by the emergency services or communications operators.
- 27.5 Unless the Customer has told VMO2B otherwise in writing, the Customer agrees to be involved in any press release, promotional material or case studies relating to the Agreement which VMO2B reasonably requests.



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28 TUPE

- 28.1 The Customer warrants that it has taken all reasonable steps to verify and, following such investigation, has no grounds to believe that any Transferring Employee's employment shall transfer from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations as a result of a Service Transfer, however and whenever such Service Transfer takes effect.
- 28.2 If, notwithstanding the warranties given by the Customer in clause 28.2, as a result of a Service Transfer, any Transferring Employee claims or it is determined that his contract of employment or any liability regarding his employment has been transferred from the Customer or any Third Party to a Services Provider pursuant to the TUPE Regulations or otherwise then:
- a) the Services Provider may terminate any such contract forthwith; and
 - b) the Customer shall indemnify and hold harmless the Services Provider against any Losses arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Services Provider (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations).
- 28.3 The parties intend that no VMO2B Employee's employment shall transfer from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations as a result of the commencement of the provision of the Replacement Services by a Successor Supplier, however and whenever such commencement takes effect.
- 28.4 If, notwithstanding the intention of the parties stated in clause 28.3, as a result of the commencement of the provision of the Replacement Services by the Successor Supplier, any VMO2B Employee claims or it is determined that his contract of employment or any liability regarding his employment has been transferred from a Services Provider to the Successor Supplier pursuant to the TUPE Regulations or otherwise then:
- a) the Successor Supplier may terminate any such contract forthwith; and
 - b) VMO2B shall indemnify and hold harmless the Customer against any Losses incurred or suffered by the Successor Supplier within three (3) calendar months of the transfer arising out of such termination and against sums payable to or on behalf of such employee in respect of his employment whether arising before or after the transfer of his employment (or alleged transfer of employment) to the Successor Supplier (including for the avoidance of doubt any liability arising from a failure to comply with any information or consultation requirements under the TUPE Regulations). within 3 months of the transfer
- 28.5 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 28 to the extent necessary to ensure that:
- a) any Services Provider shall have the right to enforce the obligations owed to, and indemnities given to by the Customer under this clause 28; and
 - b) any Successor Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Customer by VMO2B under this clause 28,
- in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

29 General

- 29.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement, provided that the Customer may assign or transfer this agreement to a Customer Affiliate with the prior written consent of VMO2B (such consent not to be unreasonably withheld or delayed). VMO2B may assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement and may subcontract the performance of all or part of the same, provided that VMO2B shall remain liable for the acts and omissions of its subcontractors.



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- 29.2 This Agreement together with all other documents entered into pursuant to it constitutes the entire agreement between the parties and supersedes and extinguishes all prior agreements, negotiations, proposals, promises, assurance, understandings, warranties, representations and understandings between them, whether written or oral, relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause 29.2 shall, however, operate to limit or exclude any liability for fraud.
- 29.3 If any of the provisions of this Agreement is or become invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In such circumstances, the parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision which is found to be invalid, illegal or unenforceable. If such agreement is not possible, the relevant provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted.
- 29.4 The failure or delay by either party to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 29.5 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties and nothing in this Agreement shall be construed to appoint one party as the distributor, dealer or agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 29.6 Except as otherwise explicitly set out in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. For the avoidance of doubt, Customer Affiliates shall have no rights to enforce any term of this Agreement.
- 29.7 The Customer shall, at VMO2B's request but at its own expense, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and shall use all reasonable endeavours to procure that any necessary third party shall promptly do the same. VMO2B shall use reasonable endeavours to execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and shall use all reasonable endeavours to procure that any necessary third party shall promptly do the same, in each case at the Customer's request and expense.
- 29.8 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.
- 29.9 This Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.



Business

Cloud Voice Service Schedule

Cloud Voice Service Schedule

1 Definitions

1.1 In this Service Schedule, in addition to those terms defined in the General Conditions, the following terms and expressions apply:

Term / expression	Meaning
"Authorised Equipment"	means the CPE that is compatible with the Cloud Voice Service, as specified in the Authorised Equipment List;
"Authorised Equipment List"	means the list of Authorised Equipment, as made available on the VMO2B Website or otherwise communicated by VMO2B to the Customer from time to time;
"Bundled CPE"	means CPE that is purchased by the Customer as part of a bundle that includes the Subscription(s), when purchasing the Cloud Voice Services (being Purchased Equipment that is paid for through the Rental Charges);
"Call"	means a signal, message or communication which can be silent, visual, or spoken, excluding text messages;
"Call Recording Fair Use Policy"	means the fair usage policy applicable to use of the Call Recording Add-On where a storage duration in excess of 30 days is utilised, as provided by VMO2B from time to time;
"Call Recording Add-On"	means the Subscription Add-on that allows a Calls made through the Cloud Voice Service to be recorded and stored on the cloud for a period of either (a) 30 days; (b) 180 days; or (c) 7 years (as selected by the Customer);
"Cisco"	means Cisco International Limited;
"Cisco Webex Application"	means Cisco's End User Licensed Software application for desktop, mobile and tablet device, and as further described in the Service Literature;
"Cloud Voice Service"	means: (a) the cloud voice service solution provided by VMO2B which enables voice over internet protocol Calls through use of the Cloud Voice Software; (b) the provision of a Presentation Number for each Subscription; and (c) any Subscription Add-Ons supplied to the Customer (as applicable);
"Cloud Voice Software"	means the End User Licensed Software through which VMO2B provides the Cloud Voice Service;
"Connectivity"	means the connection or circuit over which the Cloud Voice Service is consumed, which consists of either a physically wired or cabled connection and/or, for wireless data, a wireless connection, whether provided by VMO2B or a Third Party;
"Content"	means data, information (including emails and documents), video, graphics, sound, music, photographs, software or any other material;
"CPE"	means customer premises equipment, being all forms of Authorised Equipment (including but not limited to telephone handsets) used in connection with the Cloud Voice Services;
"Customer CPE"	means CPE which the Customer acquires from a Third Party for use with the Service;
"Customer Event"	means any negligence, intentional misconduct, breach, failure, act or omission by or of the Customer or any of its Affiliates or Customer Employees or suppliers (and whether direct or indirect), including any breach, failure, delay of the Customer's obligations under this Agreement or any performance thereof;
"Customer Infrastructure"	means any apparatus, equipment, network, system(s), software, hardware, or other equipment owned, controlled, or operated by the Customer, or provided

to the Customer by any Third Party, and whether or not used in connection with any Service;

"Delay"

means any event, act, omission or circumstance outside of VMO2B's reasonable control that delays the provision of the Service(s) or (where applicable) prevents it from meeting the Service Levels, including but not limited to:

- anything described as constituting a Delay in this Agreement;
- any of the circumstances or events set out in clause 21 of the General Conditions, including where VMO2B's subcontractors, agents or other third parties engaged by VMO2B to provide the Services are affected by any such circumstance or event;
- where VMO2B is not able to access the relevant Site, other licensed operator ("OLO") exchange site or other premises or land after making reasonable attempts to arrange this with the Customer, its landlord, the relevant OLO (in respect of an exchange site) or other owner or occupier of the premises or land;
- failure to obtain any wayleave or consent, provided that, where VMO2B is responsible for obtaining such wayleave or consent, it can demonstrate it has:
 - made a minimum of three attempts to contact the Customer's landlord using the contact information provided by the Customer; or
 - where the relevant Third Party landowner is not the Customer's landlord, VMO2B has performed Land Registry searches to determine the contact details for such landowner and (i) where such details are obtained, made at least three attempts to contact them (save that VMO2B shall not be obliged to attend site); or (ii) where such search does not provide such details, VMO2B has attempted to contact the landlord at the relevant site and if unable to do so, has put a notice of intent on the property;
- the Customer's failure to provide all relevant information which VMO2B has requested to allow it to progress the Service(s) through to successful installation in accordance with the terms of this Agreement;
- fault in, or any other problem associated with, the Customer Infrastructure, including any failure or inadequacy in any Customer Infrastructure or any incompatibility (i) between any Customer Infrastructure and the Network; or (ii) between any Customer Infrastructure and the Cloud Voice Services or any Equipment;
- any Customer Event;
- delays attributable to obtaining excavation, access or equivalent permissions under the UK New Roads & Street Works Act 1991 or Traffic Management Act 2004 or Traffic Scotland Act 2005 as amended or replaced from time to time, or other local or national laws or regulations relating to excavation, access or equivalent permissions;
- delays attributable to a Customer Infrastructure freeze activity;
- delays related to: (i) consents, excavations, access or equivalent permissions which are withheld or delayed; and/or (ii) freezes on excavations, access, consents or equivalent permissions which are

imposed by the government, other licensed operators or local authorities for any reason;

- where works undertaken by VMO2B for the provision of the relevant Cloud Voice Services cannot, for reasons outside of VMO2B's reasonable control, be undertaken by VMO2B during a Working Day;
- where works undertaken by VMO2B for the provision of the Cloud Voice Services can only be carried out on or during specific Working Days, for reasons outside of VMO2B's reasonable control;
- unexploded ordnance;
- where works to be undertaken by VMO2B for the provision of the Cloud Voice Services are on sites of archaeological or scientific interest, or where the provision of Service(s) is impacted by protected species (including nesting birds), fauna or flora;
- Network upgrades but only to the extent such upgrades are required specifically to provide the Cloud Voice Services to the Customer;
- blocked or broken ducts;
- failure for the Customer to agree any additional charges advised by VMO2B in connection with the Cloud Voice Services;
- where work cannot be carried out safely or in line with health and safety guidance for reasons beyond VMO2B's reasonable control; or
- the Customer's failure or delay in providing the necessary co-operation required by VMO2B including, without limitation:
 - supply of the necessary information; or
 - access to the relevant Sites; or
 - supply of the necessary power or facilities; or
 - the Customer's relevant personnel cannot be contacted to assist VMO2B or to confirm the Service is restored;

"Delivery Address"

means the address to which Purchased Equipment will be delivered, as agreed between the parties in writing;

"Emergency Call"

means a Call to 999 or 112, or an equivalent number for calling the Emergency Services;

"Emergency Services"

mean the relevant local public police, fire, ambulance and coastguard services and other similar organisations aiding the public in emergencies;

"Endpoint"

means CPE that can access the Cloud Voice Service that is either shared or not for the sole use of one User, and therefore requires its own Subscription to access the Cloud Voice Service (for example a conference or lobby phone) as notified by VMO2B;

"EULA"

means the end user licence agreement applicable to use of the Cisco Webex Application, as set out at www.cisco.com/go/eula (or as otherwise made available by Cisco from time to time);

"Excused Outage"

means any Cloud Voice Services downtime caused by:

- the Customer's network or system, or any part of it;
- any problem with over subscription of bandwidth or congestion on the Customer's IP network that is not caused by VMO2B;

- the Customer's failure to ensure that sufficient realtime bandwidth is available to ensure that IP packet loss, jitter and latency do not exceed the relevant limits required by realtime applications;
- unavailability of, or the Customer's failure to have or maintain in place in accordance with the Agreement, appropriate site connectivity;
- a Customer Event;
- the Customer's failure or delay in complying with VMO2B's reasonable instructions;
- any refusal to allow VMO2B, VMO2B Employees or VMO2B Representatives to enter into the relevant Site to diagnose or remedy any Fault;
- a Delay; or
- an act or omission of any third party which is beyond VMO2B's reasonable control which shall include, without limitation, a fibre cut,

"Fault"	means Cloud Voice Services downtime (other than a Planned Outage or an Excused Outage) resulting in a total loss of the Cloud Voice Services where it is not possible to transmit internet data signals in one or both directions and which has been reported to VMO2B and recorded in accordance with the Appendix to this Service Schedule;
"Fixed Subscription"	means a Subscription capable of use on a single item of CPE (as notified by VMO2B), with the functionality described in the Service Literature;
"Inclusive Calls"	means the following Call types: (a) UK "Geo" Calls to numbers starting 01, 02 & 03; and (b) UK mobile calls to O2 (FM1), EE/T-Mobile/Virgin Mobile (FM3), Orange (FM4), Vodafone (FM5) & HG3 (FM6) and made available as part of the Cloud Voice Services;
"Internet Connectivity"	means Connectivity that provides direct access to the internet, whether provided by VMO2B or a Third Party;
"Losing Communications Provider"	means the outgoing service provider from whom the Customer's telephone number is to be Ported;
"Mobile Subscription"	means a Subscription capable of use on multiple items of CPE (including a mobile device through use of the Cisco Web Application), with the functionality described in the Service Literature;
"National Telephone Numbering Plan"	means the plan available at https://www.ofcom.org.uk/_data/assets/pdf_file/0013/102613/national-numbering-plan.pdf
"Non-Inclusive Calls"	means all Call types that are not Inclusive Calls;
"Nuisance Call"	means an unwanted Call that causes annoyance 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 including unauthorised or 'spam' Calls and 'silent' Calls as defined by Ofcom;
"Personal Data"	has the meaning set out in the Data Protection Laws;
"Planned Outage"	means any Cloud Voice Services downtime: • scheduled by VMO2B to carry out any preventative maintenance or upgrades to the Cloud Voice Services or to the Network; or

- caused by any services the Customer requests or authorises including, without limitation, network redesign or reconfiguration;

"Port"	means the transfer of a telephone number from another service provider to VMO2B (and "Ported" shall be interpreted accordingly);
"Portal"	means the web-portal, tool, or website that VMO2B may make available to the Customer from time to time;
"Presentation Number"	means the number nominated or provided by the Customer that can identify that caller or be used to make a return or subsequent Call (which may not necessarily identify the line identity or the geographic source of the Call);
"Privacy Data Sheets"	mean the privacy data sheets for the Cisco Webex Application found at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency (or as otherwise made available by Cisco from time to time);
"Professional Services"	means those professional services made available by VMO2B, as notified to the Customer from time to time;
"Outage Time"	means the sum total time of all Faults during the relevant calendar month;
"Service Credit"	means the amount VMO2B credits or pays to the Customer for failing to meet the Service Levels in accordance with the terms of the Service Level Agreement;
"Service Feature"	means a feature of the Cloud Voice Service as described in the Service Literature;
"Service Level Agreement"	means the service level agreement applying to the Cloud Voice Services as set out in Appendix 1 to this Service Schedule;
"Service Literature"	means any up-to-date specifications, brochure, user guide, instructions or other information that VMO2B publishes on the VMO2B Website in connection with the Cloud Voice Services;
"Subscription"	means a subscription to use the Cloud Voice Services in conjunction with an agreed telephone number (which may be either (a) a Fixed Subscription; or (b) a Mobile Subscription) in accordance with the terms of this Agreement;
"Subscription Add-On"	means a chargeable Add-on Service which is attributed to a User, Site, or the Customer in accordance with this Service Schedule;
"Tariff"	means the tariff against which the Call Charges will be determined for the Term, as detailed in Appendix 2 of this Service Schedule;
"Technical Specification"	means the technical specifications relating to use of the Cloud Voice Services (including CPE, Internet Connectivity and bandwidth) as detailed in the Service Literature;
"Unauthorised Equipment"	means CPE that is not on the Authorised Equipment List;
"Virus"	means any malicious code, logic bomb, Trojan horse, malware, or similar type of disruptive, destructive or nuisance program or software; and
"VMO2B Porting Guidance"	means the telephone number porting guidance available on the VMO2B Website, as may be updated from time to time.
"Webex Privacy Policy"	means the Cisco privacy statement as set out at https://www.cisco.com/c/en/us/about/legal/privacy.html (or as otherwise made available by Cisco from time to time).

2 Description

- 2.1 The Cloud Voice Service is a hosted communications and collaboration software service (hosted by or on behalf of VMO2B), based on Cisco technology, that allows voice communication between Users and/or Endpoints through use of Internet Connectivity.

- 2.2 The Cloud Voice Service is made available pursuant to a Subscription, which is a non-exclusive, revocable right granted by VMO2B. Each Subscription incorporates:
- a) the provision of a new telephone number, or the ability to use a Ported number;
 - b) the ability to make Inclusive Calls over the internet pursuant to the Tariff;
 - c) the ability to make Non-Inclusive Calls (subject to additional Charges);
 - d) the ability to configure certain aspects of the Cloud Voice Service to meet a Customer's requirements.
- 2.3 The Customer must purchase a Subscription for each User and each Endpoint that requires access to use the Cloud Voice Services and shall notify VMO2B if it requires an increase in the amount of Subscriptions.
- 2.4 In addition to the Subscription(s), the Customer may purchase the following for use with the Cloud Voice Services:
- a) Subscription Add-ons;
 - b) Purchased Equipment; and
 - c) Professional Services (where made available by VMO2B and on the terms set out in Appendix 3).

3 Preconditions

- 3.1 Before the Service Commencement Date, the Customer must:
- a) have in place Internet Connectivity and CPE, and ensure they each meet the technical specifications as described in the Service Literature;
 - b) provide VMO2B with complete and accurate information as requested by VMO2B during the set-up, installation and/or delivery of the Cloud Voice Services, together with details of any telephone numbers to be Ported.
- 3.2 VMO2B will not be able to provide the Cloud Voice Services if the preconditions above have not been met and VMO2B shall not be responsible for any failure and/or delay in providing the Cloud Voice Services as a result of the Customer failing to satisfy the above conditions.
- 3.3 VMO2B may, without liability to the Customer, suspend performance of its obligations under this Agreement if it becomes aware that a precondition has not been met, or in its opinion will not be met. The Customer shall still be liable for all Charges payable during any such period of suspension.

4 Service and Subscription

- 4.1 VMO2B grants the Customer a right to access and use the Cloud Voice Services for its Minimum Period and until termination of the Cloud Voice Services, at which point the Customer's right of access shall cease immediately.
- 4.2 VMO2B may audit the number of Users and Endpoints accessing the Cloud Voice Services at any time and may invoice the Customer (at the current prevailing relevant Subscription or Subscription Add-On Charge) for any Users and Endpoints whose use is not covered by a valid Subscription.
- 4.3 For each Subscription, the Customer must provide:
- a) where VMO2B is not providing a new telephone number, an available telephone number that may be used to Call each User/Endpoint (as applicable);

- b) information relating to the User/ Endpoint (as applicable), being: (a) the name; (b) the full address at which the Cloud Voice Services are to be used (as may be required for the Emergency Service response); and
 - c) for Users and Endpoints with nomadic applications that use more than one network termination point or equivalent, the address where the telephone number is normally used.
- 4.4 Additional telephone numbers may also be required for certain Subscription Add-Ons and Service Features to operate as intended such as Call queues or hunt groups (being functionality allowing a Call to be directed to multiple User, either simultaneously or sequentially).
- 4.5 The Subscription type purchased will determine the Service Features made available through the Cloud Voice Services, and the Customer will be responsible for determining the most appropriate Subscription type(s) and Subscription Add-Ons for it and its Users' needs.
- 4.6 The Customer may install the Cloud Voice Software on the CPE or Devices as made available by the relevant Subscription or Subscription Add-On so that it can be accessed by up to the number of Users and Endpoints confirmed in the Commercial Schedule (or as otherwise agreed by VMO2B in writing) and shall only use the Cloud Voice Software with the Cloud Voice Service, and for the Customer's own internal business use.
- 4.7 The Cloud Voice Services are capable of certain configuration by the Customer, without charge, in order to adapt them to the Customer's requirements, either:
 - a) on a site level (affecting all Users at that Site) by VMO2B at the Customer's reasonable request, or by the Customer through use of the Portal; or
 - b) on a specific User based level through the Portal, as detailed in the Service Literature.
- 4.8 VMO2B shall provide the Customer with access to the Portal from the Service Commencement Date, allowing use by Users with varying access levels (as determined by the Customer).
- 4.9 The Customer acknowledges that certain Subscription Add-Ons may be provisioned directly by the Customer (or a designated User on the Customer's behalf) through the Portal. Activation of any Subscription Add-On by any User via the Portal shall be deemed permitted by the Customer and the Customer shall, from the date of such activation, be liable for and shall pay any additional Charges applicable for such Subscription Add-On.
- 4.10 The Customer shall continue to pay the Charges if the Cloud Voice Services are not accessible due to a fault with Internet Connectivity or the Customer's non-compliance with this Agreement, including but not limited to the Pre-conditions in paragraph 3 of this Service Schedule. In addition, the Cloud Voice Services requires appropriate firewall and security settings are applied to CPE in accordance with the Service Literature.
- 4.11 Using the Cloud Voice Services may cause the Customer to incur charges in relation to its use of Internet Connectivity and the Customer shall remain liable to its Internet Connectivity provider for all charges related to such use.
- 4.12 The Customer will have the ability to make Inclusive Calls and Non-inclusive Calls using the Cloud Voice Services. Calls to ported UK mobiles are charged according to their dial code and therefore at the prevailing rate for the original network operator.

5 Acceptable use

- 5.1 The Customer must not and must not permit or enable its Users or others to use the Cloud Voice Service to:
 - i) generate artificially high voice or data traffic; or

- ii) to commit fraud and/or toll fraud; or
 - iii) make Nuisance Calls.
- 5.2 The Customer understands that VMO2B may apply an outbound calling bar on any part of the Cloud Voice Service if VMO2B suspects the Cloud Voice Service is being used for any unauthorised, unusual, or suspicious purpose.
- 5.3 The Customer must take all steps in accordance with best industry practice to prevent the introduction of any Virus to the Cloud Voice Service. The Customer will be responsible for any harm to the Cloud Voice Service, the Network, any Equipment or any loss, harm, or damage VMO2B may suffer caused by a Virus introduced via Customer Infrastructure.
- 5.4 Where the Customer has purchased the Call Recording Add-On for a duration in excess of 30 days, the Customer will comply with VMO2B's Call Recording Fair Use Policy at all times.

6 Emergency Services

- 6.1 The Cloud Voice Services require power and a continued and constant access to Internet Connectivity to make or receive a Call, and if power or connectivity is lost a User will not be able to make or receive any Call (including an Emergency Call).
- 6.2 When making an Emergency Call a User must confirm its location to the Emergency Services operator so that the Emergency Services can be dispatched to the correct location.
- 6.3 Emergency Call conveyance will only be available where the Emergency Call originates from a caller located in the UK from a number that conforms to the national numbering plan, as confirmed by Ofcom and being either a:
 - a) geographic number; or
 - b) non-geographic number with a prefix of fix 055,056,03 or 08.
- 6.4 VMO2B will give the Customer not less than 30 days' written notice of any material change to the Emergency Call conveyance service.

7 Third Party Provider Terms: Cisco Webex Application

- 7.1 The Cloud Voice Services may incorporate the Cisco Webex Application, which shall be governed by the terms of this paragraph 7.
- 7.2 The Customer will, and will procure that each User will:
 - a) prior to using the Cisco Webex Application, agree to the terms of the EULA and the Privacy Data Sheets;
 - b) use the latest version of the Cisco Webex Application;
 - e) ensure Customer CPE used with the Cisco Webex Application meets the Technical Specification;
 - f) not transfer, assign, or sublicense the End User Licensed Software used in connection with the Cisco Webex Application to any other person, organisation, or entity;
 - g) not attempt to create any derivative version of the Cisco Webex Application, decompile, decrypt, reverse engineer, disassemble, alter, repair, modify or apply any other processes or procedures to derive the source code of the Cisco Webex Application; and
 - h) ensure the proper use of the Cisco Webex Application and not permit any unauthorised access to the Cisco Webex Application.
- 7.3 By accepting the terms of the EULA, the Customer and each User agrees to observe and comply with it for all use of the Cisco Webex Application.

- 7.4 If the Customer or any User breaches the EULA, VMO2B may withdraw the Cisco Webex Application from the Cloud Voice Services and the notice provisions in clause 13.4 of the General Conditions will not apply to this circumstance.
- 7.5 The Customer is responsible in accordance with the terms of the EULA for the use of the Cisco Webex Application by itself or any User and the Customer enters into the EULA for its own benefit and the benefit of each User and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULA are directly between the Customer and Cisco.
- 7.6 The Customer will deal with Cisco directly with respect to any loss or damage suffered by the Customer or any User, or Cisco, in either case under the EULA. Any loss or damage in connection with the Cisco Webex Application will not be enforceable against VMO2B and VMO2B shall have no liability to the Customer in respect thereof.
- 7.7 The Customer acknowledges that the Cisco Webex Application is provided 'as is' and use of the Cisco Webex Application is at the Customer's, and each User's, own risk. VMO2B does not warrant that the Cisco Webex Application will perform at a particular speed, be error-free or secure. The Cisco Webex Application may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications.
- 7.8 Any Personal Data provided by the Customer or any User when using the Cisco Webex Application will be processed by Cisco in accordance with the terms of the EULA, the Privacy Data Sheets and the Webex Privacy Policy, as may be amended from time to time by Cisco.
- 7.9 VMO2B is not liable for any loss of Content stored on the Cisco Webex Application and recommend that such Content is duplicated and saved locally by the Customer.
- 7.10 The Customer acknowledges that sufficient Internet Connectivity bandwidth is required to use the Cisco Webex Application, and minimum bandwidths are set out in the Technical Specification. VMO2B shall not be liable for any Cloud Voice Service interruption, disruption or loss arising from insufficient bandwidth being available on any Internet Connectivity.

8 Updates and changes

- 8.1 The Customer understands that as a cloud-based service, the Cloud Voice Services may be updated regularly by Cisco, as a result, VMO2B may need to make changes to this Agreement.
- 8.2 In such circumstances, VMO2B will provide the Customer with as much notice as is reasonably practicable of such changes, however the Customer acknowledges that such changes are outside of VMO2B's control and advance notice may not be possible.

9 CPE

- 9.1 The Customer must provide to its Users all CPE necessary for them to access the Cloud Voice Services, which may be either Purchased Equipment (including Bundled CPE) or Customer CPE.
- 9.2 Purchased Equipment bought in connection with the Cloud Voice Services will be configured for use with the Cloud Voice Services. If the Customer damages any Purchased Equipment, it must replace it at its cost.
- 9.3 The Customer will be responsible for loading configuration details on to all Customer CPE.
- 9.4 Once CPE has been connected to the Cloud Voice Service, VMO2B will remotely update and maintain the configuration of CPE. The Customer must not change the configuration of CPE used with the Cloud Voice Services.
- 9.5 Purchased Equipment will only be delivered to an address in the United Kingdom and on a Working Day.

- 9.6 Risk in Purchased Equipment will pass from VMO2B to the Customer on delivery to the Delivery Address. The Customer shall be deemed to have accepted the Purchased Equipment on delivery.
- 9.7 If the Customer is not available to take receipt of Purchased Equipment, VMO2B may store Purchased Equipment at its local depot and charge the Customer a failed delivery charge. Purchased Equipment returned to VMO2B's local depot will be considered delivered to the Customer. The Customer may at its cost either collect Purchased Equipment from its local depot or ask VMO2B to deliver (at the Customer's cost) Purchased Equipment to the Delivery Address.
- 9.8 Title to the Purchased Equipment will pass to the Customer on payment of the applicable invoice. Risk in the Purchased Equipment will pass on the earlier of:
 - a) the date of delivery to the Delivery Address; and
 - b) in the case of Bundled CPE only, the date the Minimum Period commences.
- 9.9 With respect to Software included or embedded within the Purchased Equipment, Customer acknowledges that:
 - a) the Software will not be error free; and
 - b) the Customer may use the Software with the Purchased Equipment, but not otherwise.
- 9.10 No hardware support is available for Purchased Equipment.
- 9.11 The Customer must ensure all CPE is Authorised Equipment.
- 9.12 VMO2B may change the Authorised Equipment List from time to time by updating the Service Literature and shall not be required to provide the Customer with notice of any update to the Service Literature or the Authorised Equipment List. It is the Customer's responsibility to:
 - a) check the VMO2B Website for any updates to the Authorised Equipment List; or
 - b) where the Service Literature is not published on the Website, request a copy of the latest Service Literature from its account manager from time to time and check for any updates to the Authorised Equipment List.
- 9.13 The Customer must maintain CPE in accordance with good industry practice and the manufacturer's guidelines.
- 9.14 VMO2B will not be responsible for faults caused by the use of Unauthorised Equipment or faulty Customer CPE.
- 9.15 The Customer will be responsible for the disposal (including all associated costs) of all CPE and shall do so in accordance with Applicable Law.

10 Purchased Equipment warranty

- 10.1 VMO2B warrants that the Purchased Equipment will conform in all material respects to the manufacturer's specification for a period of 12 months from the date of dispatch to the Customer ("**Warranty Period**"), and if the Customer notifies VMO2B during the Warranty Period of any defect or fault in the Purchased Equipment arising under normal use in consequence of which it fails to conform in any material respect with the manufacturer's specification O2 shall, at O2's option either repair or replace the Purchased Equipment with the same/equivalent item of Purchased Equipment.
- 10.2 Where VMO2B supplies the Customer with replacement Purchased Equipment pursuant to paragraph 10.1:
 - a) it shall have a warranty period of the greater of: (a) three months from the date on which the replacement Purchased Equipment is dispatched to the Customer; and (b) the outstanding period of the original Warranty Period;

- b) VMO2B reserves the right to charge the Customer for the replacement item where: (a) the faulty or defective Purchased Equipment is not returned to VMO2B within 14 days of provision to the Customer of a replacement; (b) where VMO2B considers that the defect or fault in the Purchased Equipment is caused by use, amendment or damage falling under paragraph 10.3; or (c) where no fault or defect is detected in the Purchased Equipment.
- 10.3 The warranty obligations in this paragraph 10 shall not apply in the event that a person has amended or damaged the Purchased Equipment or used it for a purpose or in a context other than in accordance with VMO2B's or the manufacturer's instructions and advice.

11 Presentation Numbers

- 11.1 The Customer shall ensure that Presentation Numbers used in connection with the Cloud Voice Service:
- a) are authentic, valid, dialable (being a number that is in service and can be used to make a return or subsequent Call) and uniquely identify the caller;
 - b) not premium rate or revenue sharing numbers;
 - c) are each designated as a 'Telephone Number available for Allocation' in the National Telephone Numbering Plan and be shown as allocated in the National Numbering Scheme (as defined in the National Telephone Numbering Plan);
 - d) are numbers the Customer or the relevant User has authority to use, either because it is a number which has been allocated to the Customer or the relevant User or because the Customer or the relevant User has been given permission (either directly or indirectly) to use the number by a Third Party who has been allocated that number;
 - e) comply with, and are used in accordance with Applicable Law and relevant Ofcom guidance; and
 - f) where applicable, are suitable for the Presentation Number type selected.
- 11.2 The Customer acknowledges that some networks may not recognise a Presentation Number or may block a Presentation Number, and the Customer shall ensure it has adequate facilities in place to answer return Calls made to a Presentation Number. VMO2B shall have no liability to the Customer for any Presentation Number that is not recognised or blocked by any network, caller, or receiver.
- 11.3 VMO2B may refuse to use or stop using a Presentation Number that does not comply with the requirements above, or if the Customer is not authorised to use the Presentation Number.
- 11.4 The Customer shall fully indemnify VMO2B against all costs, claims, damages, losses, or liabilities arising from or in connection with the Customer's misuse of a presentation number or breach of this paragraph 11.

12 Porting

- 12.1 If the Customer requires Porting in connection with the Cloud Voice Services, the terms of this paragraph shall apply together with the VMO2B Porting Guidance in respect of geographic number portability. The completion of any Porting and the Customer's entitlement to Service Credits (if any) are subject at all times to the conditions of this paragraph 12.
- 12.2 The Customer is responsible for submitting a Port request to its Losing Communications Provider and for providing all necessary documents to enable that Port request to be completed. VMO2B will assist the Customer in completing any Port request as set out in the VMO2B Porting Guidance.
- 12.3 VMO2B will notify the Customer in writing once the Losing Communications Provider has accepted its Port request and shall provide the Customer with a date for successful completion of the Porting ("**Port Date**").

- 12.4 Subject to paragraph 12.5, if VMO2B does not confirm to the Customer in writing that its requested Port has been successfully completed within one Working Day of the Port Date, the Customer may be entitled to claim Service Credits for each delayed Port, as further detailed in the Service Level Agreement. For the purposes of this paragraph, the time a Port is "delayed" shall be the period beginning on the second Working Day after the relevant Port Date (as may be extended under paragraph 12.5) and ending on the day the Port is successfully completed.
- 12.5 The Port Date will be extended by the period of any delay arising from:
- a) a Customer Event;
 - b) a Delay; or
 - c) a matter beyond its reasonable control (including those set out in clause 21 of the General Conditions),
- (and such amended, extended or revised Port Date will in each case be the "**Revised Port Date**"), in which case, the relevant Port Date against which VMO2B's performance in completing the Port shall be measured against under paragraph 12.4 shall be the Revised Port Date.
- 12.6 In order to complete a Port, the Customer is responsible for:
- a) completing all Porting validation processes the Losing Communications Provider may require the Customer to complete to accept or process any Port request; and
 - b) completing and providing to VMO2B a copy of the correctly completed and signed geographic number portability "Letter of Authority", with all Porting validation processes completed with the Losing Communications Provider and accurate and complete details of the number(s) to be Ported,
- in advance of the proposed Port Date. VMO2B shall have no liability to the Customer for any Service Credits as a result of any delay to the Port caused by the Customer's failure to provide VMO2B or the Losing Communications Provider with this information.
- 12.7 The Customer acknowledges that number Ports may be completed in phases and that the Cloud Voice Service may begin before all number Ports are complete. Such phasing will not affect the Service Commencement Date.

13 Termination of the Cloud Voice Services

Any Subscription or Subscription Add-On can be terminated at any time by giving not less than 30 days' notice. Upon expiry or termination of the Cloud Voice Service, or any Subscription thereunder, the following provisions shall apply:

- 13.1 access and use of the Cloud Voice Service by the Customer or any User, including access to the Cisco Webex Application (where applicable), shall immediately cease, which may include remote deactivation of any Subscription or Subscription Add-On to use the Cloud Voice Service for the Customer or any User;
- 13.2 any Content or recorded media (including any Personal Data contained therein) will be removed and/or deleted from its storage location and the Customer's access to such Content shall cease immediately on expiry or termination of the Cloud Voice Service or relevant Subscription. Once the Cloud Voice Service or relevant Subscription has expired or has been terminated, VMO2B shall not be able to provide further access to any Content (even if the Cloud Voice Service or a Subscription is re-purchased at a later time) and the Customer must ensure that all Content, recorded media and/or Personal Data has been backed up or archived by the Customer prior to the expiry or termination of the Cloud Voice Service, any Subscription or any part thereof; and
- 13.3 any telephone numbers may be Ported to a new provider in accordance with VMO2B's telephone number Porting guidance, as available on the Website, as updated from time to time.

Appendix 1 Service Level Agreement

1. SERVICE AVAILABILITY SERVICE LEVEL

- 1.1 VMO2B will provide the Cloud Voice Services in accordance with an availability target of 99.99% ("**Service Availability**").
- 1.2 VMO2B will calculate the Service Availability monthly as follows:

$$\frac{24\text{hrs} \times \text{days in month} - \text{Outage Time}}{24\text{hrs} \times \text{days in month}} \times 100\%$$

- 1.3 From the Service Commencement Date, VMO2B will measure the Service Availability from 00:01 on the first day to 24:00 on the last day of each calendar month.

2. SERVICE RESTORATION SERVICE LEVEL

- 2.1 If there is a Fault, the Customer may report this 24x7x365, and VMO2B will aim to fix it ("**Service Restoration**") within the timeframes as set out below:

Fault category	Fault description	Target Restoration Time
P1	Problems severely affecting the service, traffic, and maintenance capabilities, and which require immediate corrective action.	6 hours
P2	Problems that cause conditions that seriously affect system operation, maintenance and administration, and which require immediate attention. The urgency is less than in P1 Faults because of a lesser effect on system performance.	10 Working Hours
P3	Degradation of a Cloud Voice Service component's performance that does not significantly impact the Cloud Voice Services.	1.5 Working Days
P4	Means non-service impacting components including informational questions.	3.5 Working Days

- 2.2 If VMO2B fails to achieve the Service Levels set out in this paragraph 2, subject to paragraphs 4 and 5.1 of this Appendix, the Customer may claim Service Credits as follows:

Time by which the Target Restoration Time is missed	Fixed Subscription	Mobile Subscription
Less than 8 Working Hours	£0.00	£0.00
From 8-16 Working Hours	£1.00	£1.20
From 16-24 Working Hours	£2.00	£2.40

From 24 – 32 Working Hours	£3.00	£3.50
More than 32 Working Hours	£4.00	£4.70

3. PORTING SERVICE LEVEL

3.1 If a Service Credit is due to the Customer in respect of the Port Date pursuant to this Service Schedule, subject to paragraphs 4 and 5.1 of this Appendix, the Customer may claim Service Credits as follows:

Threshold Missed	Service Credit
1 Working Day from the Port Date	$(1/30) \times \text{the Porting At Risk Amount, } x \text{ days delayed}$

3.1.1 The "**Porting Rental Charge**" shall be:

- (a) the Rental Charge, where (i) there is only one number associated with the Rental Charge, or (ii) there are multiple numbers associated with the Rental Charge but all are subject to the same Porting request; or
- (b) a *pro rated* amount of the Rental Charge, where the porting request relates to less than the total amount of numbers associated with the Rental Charge, calculated as follows:

$$\frac{x}{y} \times \text{Rental Charge} = \text{Porting Rental Charge}$$

where:

- x= the total amount of numbers associated with the Rental Charge to which the Porting request relates; and
- y= the total amount of numbers associated with the relevant Rental Charge.

3.1.2 The "**At Risk Amount**" shall be:

$$\frac{z}{x} \times \text{Porting Rental Charge} = \text{Porting At Risk Amount}$$

where z = the amount of Ported numbers under the applicable Port request for which a Service Credit is payable.

By way of example (for illustrative purposes only):

- where a Rental Charge of £10,000 is applicable to 10,000 numbers (y), and 1,000 of these numbers are subject to a Porting request (x), the Porting Rental Charge would be £1,000; and
- a Service Credit is payable in respect of 50 of these (z) for a delay of five days, the At Risk Amount would be £50; and
- the total Service Credit due for the delay of five days would be $(1/30) \times £50, \times 5 \text{ days delayed} = £8.33$.

3.2 The value of any Service Credit the Customer may be entitled to under this section shall not exceed a maximum value equivalent to 90 days of the applicable Rental Charges applicable to the Cloud Voice Services, for the relevant Ported number.

4. EXCLUSIONS

4.1 VMO2B will not be liable to pay Service Credits for a failure to meet the Service Levels arising from:

- (a) the Customer's network or system, or any part of it;
 - (b) Customer's failure or delay in complying with VMO2B's reasonable instructions;
 - (c) any refusal to allow VMO2B, its employees, agents or subcontractors to enter into the relevant Sites; and/or
 - (d) a Delay.
- 4.2 Unavailability of the Cloud Voice Services as a result of any of the following events shall not count as Outage Time for the Service Availability Service Level:
- (a) an Excused Outage;
 - (b) a Planned Outage; or
 - (c) emergency maintenance.
- 4.3 Time spent in repairing a Fault or restoring the Cloud Voice Service as a result of any of the following events will not be counted as part of restoration time when calculating Service Credits for Service Restoration:
- (a) the Customer's failure or delay in providing necessary co-operation required by VMO2B including, without limitation supply of necessary information, access to relevant Sites and/or supply of necessary power or facilities;
 - (b) Customer Employees cannot be contacted to assist VMO2B or to confirm that the Cloud Voice Service is restored;
 - (c) a Planned Outage;
 - (d) an Excused Outage; and
 - (e) emergency maintenance,
- and the time taken to restore a Fault is measured from the time the Fault is recorded on VMO2B's fault management system until the time VMO2B notifies the Customer that Cloud Voice Service has been restored or, in the event that VMO2B is unable to contact the Customer, the time recorded on VMO2B's fault management system that Cloud Voice Service has been restored.
- 4.4 The Service Levels do not apply to non-standard solutions or customised services unless expressly agreed between the parties in writing.

5. CLAIMING SERVICE CREDITS AND VMO2B'S LIABILITY TO THE CUSTOMER

- 5.1 To request a Service Credit, the Customer must submit a claim in writing within three months of the Service Level failure. If the Customer does not claim a Service Credit within such period the Customer will be deemed to have waived the applicable Service Credit and any other rights in relation to the failure giving rise to such Service Credits.
- 5.2 The Customer agrees that the Service Credits shall be the Customer's sole and exclusive financial remedy for VMO2B's failure to meet the Service Levels.
- 5.3 Service Credits payable shall relate to the monthly Rental Charge of the service that is the subject of the Fault.
- 5.4 Notwithstanding any provisions in the Agreement to the contrary, in no event shall the total amount of Service Credits payable to the Customer shall not exceed:
- (a) In a calendar month, 10% of the total monthly Rental Charges for the affected Service; and
 - (b) In a calendar year, 10% of the total annual Rental Charges for the affected Service.
- 5.5 If an on-Site visit reveals that there is no Service Level failure with the Cloud Voice Services or if a Fault is an Excused Outage, VMO2B may charge the Customer and the Customer shall pay VMO2B an engineer call-out fee at VMO2B's standard charges at that time.

6. **PLANNED OUTAGE**

- 6.1 Except in an emergency or in circumstances beyond VMO2B's control, VMO2B will endeavour to give the Customer at least 10 Working Days' notice of any Planned Outage on the Network which will affect the availability of the Cloud Voice Services to the Customer's Site. Such notice will include:
- (a) a brief description of the Planned Outage;
 - (b) the date and time of the Planned Outage; and
 - (c) the estimated duration of the Planned Outage.
- 6.2 A notice under paragraph 6.1 will be given by way of letter, email or telephone call. However, in the case of an emergency, VMO2B may give the Customer a shorter notice by way of a telephone call.

7. **REPORTING A SERVICE LEVEL FAILURE**

- 7.1 The Customer must comply with any fault reporting format as advised by VMO2B from time to time for the reporting of Service Level failures.
- 7.2 For the avoidance of doubt, if there is a dispute on any Service Level failure commencement or duration, VMO2B's records shall be final.
- 7.3 Any Service Level failure or suspected Service Level failure on the Cloud Voice Services must be reported to VMO2B's Technical Support Centre on 0800 052 0800 (followed by the Customer's PIN, if supplied).
- 7.4 The Customer shall identify to VMO2B the individuals who shall have authority to report a Service Level failure on the Customer's behalf ("**Authorised Individuals**").
- 7.5 Any replacement Authorised Individuals shall be notified to VMO2B in writing.

Appendix 2

Tariff

1. INCLUSIVE CALLS

Inclusive Calls shall be made available through the Customer's Subscription (through payment of the Rental Charges) and shall have no usage Charge.

2. NON-INCLUSIVE CALLS

- 2.1 The Non-Inclusive Calls shall have the prices per minute shown in the tables below.
- 2.2 Where a Charge is not shown against a specific destination, VMO2B is currently unable to offer connectivity to terminate Calls to that destination.
- 2.3 Call costs are calculated by rounding the Call duration up to the nearest second with the price per minute being pro-rated (or minute for calls charged by minute).
- 2.4 Where a fixed fee Charge is applicable, this is added to form the total Call cost.
- 2.5 Call start times are accurate to within plus or minus one minute. Call durations are accurate to plus or minus 1.1 seconds.
- 2.6 'Peak' time periods are Monday - Friday 07:00 - 18:59, 'Off Peak' is all other times.
- 2.7 **Charges for International voice Calls:**

Destination	ppm
AFGHANISTAN FIXED	45.00
AFGHANISTAN MOBILE	45.00
ALASKA FIXED	3.00
ALBANIA FIXED	27.00
ALBANIA MOBILE	55.83
ALGERIA FIXED	27.00
ALGERIA MOBILE	53.13
ANDORRA FIXED	19.20
ANDORRA MOBILE	45.00
ANGOLA FIXED	33.00
ANGOLA MOBILE	33.00
ANGUILLA FIXED	39.00
ANGUILLA MOBILE	33.78
ANTARCTICA AUSTRALIAN	168.42
ANTARCTICA MOBILE	168.42
ANTIGUA AND BARBUDA FIXED	30.00
ANTIGUA AND BARBUDA MOBILE	30.00
ARGENTINA FIXED	16.50
ARGENTINA MOBILE	24.00
ARMENIA FIXED	26.73
ARMENIA MOBILE	33.00
ARUBA FIXED	30.92
ARUBA MOBILE	39.00
ASCENSION	225.04
AUSTRALIA FIXED	2.40
AUSTRALIA MOBILE	24.00

Destination	ppm
CAPE VERDE MOBILE	75.00
CAYMAN ISLANDS FIXED	27.00
CAYMAN ISLANDS MOBILE	39.00
CENTRAL AFRICAN REP	45.26
CENTRAL AFRICAN REP MOBILE	75.00
CHAD FIXED	73.93
CHAD MOBILE	73.93
CHILE FIXED	9.60
CHILE MOBILE	27.00
CHINA FIXED	5.00
CHINA MOBILE	16.20
CHRISTMAS ISLANDS	1.59
COCOS ISLANDS FIXED	5.00
COLOMBIA FIXED	21.00
COLOMBIA MOBILE	27.00
COMOROS FIXED	37.50
COMOROS MOBILE	57.00
CONGO DEM REP FIXED	51.00
CONGO DEM REP MOBILE	87.00
CONGO FIXED	55.57
CONGO MOBILE	60.07
COOK ISLANDS	110.75
COSTA RICA FIXED	21.00
COSTA RICA MOBILE	27.00
COTE D'IVOIRE FIXED	45.43
COTE D'IVOIRE MOBILE	48.39

AUSTRIA FIXED	2.40
AUSTRIA MOBILE	21.00
AZERBAIJAN FIXED	29.56
AZERBAIJAN MOBILE	43.77
AZORES FIXED	3.00
AZORES MOBILE	4.74
BAHAMAS	27.00
BAHAMAS MOBILE	27.00
BAHRAIN FIXED	24.00
BAHRAIN MOBILE	24.00
BAHRAIN PREMIUM	14.75
BANGLADESH FIXED	21.00
BANGLADESH MOBILE	21.00
BARBADOS FIXED	30.00
BARBADOS MOBILE	39.00
BELARUS FIXED	50.70
BELARUS MOBILE	55.65
BELGIUM FIXED	2.40
BELGIUM MOBILE	30.00
BELIZE FIXED	45.00
BELIZE MOBILE	45.00
BENIN FIXED	40.44
BENIN MOBILE	39.03
BERMUDA FIXED	21.00
BERMUDA MOBILE	21.00
BHUTAN FIXED	33.00
BHUTAN MOBILE	33.00
BOLIVIA FIXED	30.00
BOLIVIA MOBILE	30.00
BOSNIA FIXED	21.98
BOSNIA MOBILE	49.09
BOTSWANA FIXED	24.00
BOTSWANA MOBILE	36.00
BRAZIL FIXED	18.60
BRAZIL MOBILE	24.00
BRUNEI DARUSSALAM FIXED	19.20
BRUNEI DARUSSALAM MOBILE	19.20
BULGARIA FIXED	21.00
BULGARIA MOBILE	45.00
BURKINA FASO FIXED	39.00
BURKINA FASO MOBILE	57.00
BURUNDI FIXED	79.80
BURUNDI MOBILE	81.81
CAMBODIA FIXED	27.50
CAMBODIA MOBILE	33.00
CAMEROON FIXED	33.00
CAMEROON MOBILE	46.74

CROATIA FIXED	9.06
CROATIA MOBILE	33.00
CUBA FIXED	105.03
CUBA MOBILE	105.03
CYPRUS FIXED	2.40
CYPRUS MOBILE	21.00
CZECH REPUBLIC FIXED	3.00
CZECH REPUBLIC MOBILE	27.00
DENMARK FIXED	2.40
DENMARK MOBILE	33.00
DIEGO GARCIA	155.79
DIEGO GARCIA MOBILE	155.79
DJIBOUTI FIXED	47.50
DJIBOUTI MOBILE	57.00
DOMINICA FIXED	27.60
DOMINICA MOBILE	39.00
DOMINICAN REPUBLIC FIXED	21.00
DOMINICAN REPUBLIC MOBILE	27.00
EAST TIMOR FIXED	117.00
EAST TIMOR MOBILE	100.00
ECUADOR FIXED	33.00
ECUADOR MOBILE	39.00
EGYPT FIXED	27.00
EGYPT MOBILE	27.00
EL SALVADOR FIXED	33.00
EL SALVADOR MOBILE	39.00
EQUATORIAL GUINEA FIXED	60.46
EQUATORIAL GUINEA MOBILE	93.00
ERITREA FIXED	45.00
ERITREA MOBILE	93.00
ESTONIA FIXED	2.70
ESTONIA MOBILE	53.29
ETHIOPIA FIXED	39.00
ETHIOPIA MOBILE	45.00
FAEROE ISLANDS FIXED	45.00
FAEROE ISLANDS MOBILE	45.00
FALKLAND ISLANDS	166.74
FIJI FIXED	45.00
FIJI MOBILE	45.00
FINLAND FIXED	10.00
FINLAND MOBILE	27.00
FINLAND PREMIUM	6.07
FRANCE FIXED	2.10
FRANCE MOBILE	18.00
FRENCH GUIANA FIXED	39.00
FRENCH GUIANA MOBILE	57.00
FRENCH POLYNESIA FIXED	39.00

CANADA	1.80	FRENCH POLYNESIA MOBILE	24.28
CANARY ISLANDS FIXED	3.00	GABON FIXED	55.66
CANARY ISLANDS MOBILE	3.00	GABON MOBILE	57.00
CAPE VERDE FIXED	45.00	GAMBIA FIXED	97.87

Destination	ppm
GAMBIA MOBILE	97.87
GEORGIA FIXED	27.45
GEORGIA MOBILE	41.21
GERMANY FIXED	2.10
GERMANY MOBILE	18.00
GERMANY PREMIUM	3.70
GHANA FIXED	35.72
GHANA MOBILE	34.45
GIBRALTAR FIXED	19.20
GIBRALTAR MOBILE	45.00
GREECE FIXED	2.77
GREECE MOBILE	24.00
GREENLAND FIXED	75.00
GREENLAND MOBILE	93.00
GRENADA FIXED	30.00
GRENADA MOBILE	45.00
GUADELOUPE FIXED	24.00
GUADELOUPE MOBILE	51.00
GUAM	24.00
GUATEMALA FIXED	24.00
GUATEMALA MOBILE	51.00
GUINEA FIXED	66.80
GUINEA MOBILE	66.80
GUINEA-BISSAU FIXED	120.00
GUINEA-BISSAU MOBILE	120.00
GUYANA FIXED	51.00
GUYANA MOBILE	51.00
HAITI FIXED	44.34
HAITI MOBILE	59.88
HONDURAS FIXED	51.00
HONDURAS MOBILE	51.00
HONG KONG FIXED	10.00
HONG KONG MOBILE	9.00
HUNGARY FIXED	5.00
HUNGARY MOBILE	24.00
ICELAND FIXED	16.20
ICELAND MOBILE	33.00
INDIA FIXED	2.70
INDIA MOBILE	6.00
INDONESIA FIXED	24.00
INDONESIA MOBILE	24.00

Destination	ppm
LIBERIA FIXED	57.58
LIBERIA MOBILE	51.00
LIBYA FIXED	39.00
LIBYA MOBILE	51.00
LIECHTENSTEIN FIXED	16.80
LIECHTENSTEIN MOBILE	25.00
LITHUANIA FIXED	16.80
LITHUANIA MOBILE	51.00
LUXEMBOURG FIXED	2.40
LUXEMBOURG MOBILE	27.00
MACAO FIXED	27.00
MACAO MOBILE	39.00
MACEDONIA FIXED	27.00
MACEDONIA MOBILE	49.81
MADAGASCAR FIXED	79.77
MADAGASCAR MOBILE	79.68
MADEIRA FIXED	3.00
MADEIRA MOBILE	3.00
MALAWI FIXED	44.66
MALAWI MOBILE	50.68
MALAYSIA FIXED	16.20
MALAYSIA MOBILE	19.20
MALDIVES FIXED	109.45
MALDIVES MOBILE	130.00
MALDIVES PREMIUM	96.63
MALI FIXED	75.00
MALI MOBILE	75.00
MALTA FIXED	5.40
MALTA MOBILE	33.00
MARSHALL ISLANDS	31.68
MARTINIQUE FIXED	24.00
MARTINIQUE MOBILE	51.00
MAURITANIA FIXED	65.04
MAURITANIA MOBILE	70.79
MAURITIUS FIXED	24.00
MAURITIUS MOBILE	27.00
MAYOTTE ISLAND FIXED	33.00
MAYOTTE ISLAND MOBILE	8.01
MEXICO FIXED	19.20
MEXICO MOBILE	27.00
MICRONESIA	76.86

IRAN FIXED	27.01
IRAN MOBILE	27.00
IRAQ FIXED	27.00
IRAQ MOBILE	27.82
IRELAND FIXED	1.80
IRELAND MOBILE	30.00
ISRAEL FIXED	27.00
ISRAEL MOBILE	27.00
ITALY FIXED	2.70
ITALY MOBILE	30.00
JAMAICA FIXED	27.00
JAMAICA MOBILE	39.00
JAPAN FIXED	2.70
JAPAN MOBILE	12.00
JORDAN FIXED	30.00
JORDAN MOBILE	39.00
KAZAKHSTAN FIXED	30.00
KAZAKHSTAN MOBILE	39.00
KENYA FIXED	27.00
KENYA MOBILE	39.00
KIRIBATI	166.69
KOREA NORTH	75.00
KOREA SOUTH FIXED	10.00
KOREA SOUTH MOBILE	19.20
KUWAIT FIXED	24.00
KUWAIT MOBILE	33.00
KYRGYZSTAN FIXED	24.00
KYRGYZSTAN MOBILE	33.00
LAOS FIXED	24.00
LAOS MOBILE	27.50
LATVIA FIXED	35.84
LATVIA MOBILE	34.66
LEBANON FIXED	39.00
LEBANON MOBILE	51.00
LESOTHO FIXED	46.06
LESOTHO MOBILE	51.00

MOLDOVA FIXED	45.02
MOLDOVA MOBILE	34.36
MONACO FIXED	16.80
MONACO MOBILE	50.49
MONGOLIA FIXED	24.00
MONGOLIA MOBILE	100.00
MONTENEGRO FIXED	30.00
MONTENEGRO MOBILE	57.00
MONTserrat	47.50
MOROCCO FIXED	24.00
MOROCCO MOBILE	48.30
MOZAMBIQUE FIXED	27.00
MOZAMBIQUE MOBILE	27.60
MYANMAR FIXED	75.00
MYANMAR MOBILE	75.00
NAMIBIA FIXED	24.00
NAMIBIA MOBILE	33.00
NAURU	200.10
NAVITAS	80.17
NEPAL FIXED	57.00
NEPAL MOBILE	57.00
NETHERLANDS ANTILLES FIXED	30.00
NETHERLANDS ANTILLES MOBILE	30.00
NETHERLANDS FIXED	2.40
NETHERLANDS MOBILE	27.00
NETHERLANDS PREMIUM	3.00
NEW CALEDONIA FIXED	45.00
NEW CALEDONIA MOBILE	100.00
NEW ZEALAND FIXED	2.40
NEW ZEALAND MOBILE	27.00
NICARAGUA FIXED	45.00
NICARAGUA MOBILE	45.00
NIGER FIXED	49.74
NIGER MOBILE	43.49
NIGERIA FIXED	33.00
NIGERIA MOBILE	33.00
NIUE	228.01
NORFOLK ISLAND	2.40
NORTHERN MARIANAS	4.62

Destination	ppm
NORWAY FIXED	2.40
NORWAY MOBILE	39.00
OMAN FIXED	33.00
OMAN MOBILE	43.15
PAKISTAN FIXED	10.20
PAKISTAN MOBILE	24.00

Destination	ppm
ST VINCENT FIXED	75.00
ST VINCENT MOBILE	75.00
SUDAN FIXED	33.00
SUDAN MOBILE	39.00
SURINAME FIXED	33.00
SURINAME MOBILE	120.96

PALAU	32.25
PALESTINE FIXED	45.00
PALESTINE MOBILE	100.00
PANAMA FIXED	21.00
PANAMA MOBILE	27.00
PAPUA NEW GUINEA FIXED	280.53
PAPUA NEW GUINEA MOBILE	280.53
PARAGUAY FIXED	21.00
PARAGUAY MOBILE	27.00
PERU FIXED	19.20
PERU MOBILE	27.00
PHILIPPINES FIXED	27.00
PHILIPPINES MOBILE	27.00
POLAND FIXED	2.40
POLAND MOBILE	24.00
PORTUGAL FIXED	5.00
PORTUGAL MOBILE	24.00
PORTUGAL PREMIUM	3.00
PUERTO RICO	19.20
QATAR FIXED	33.00
QATAR MOBILE	39.00
REUNION FIXED	27.00
REUNION MOBILE	51.00
RODRIGUEZ ISLAND	9.43
ROMANIA FIXED	21.00
ROMANIA MOBILE	27.00
RUSSIA FIXED	4.80
RUSSIA MOBILE	26.58
RWANDA FIXED	41.90
RWANDA MOBILE	38.87
SAMOA US	51.00
SAMOA WEST FIXED	125.56
SAMOA WEST MOBILE	125.56
SAN MARINO FIXED	93.00
SAN MARINO MOBILE	10.50
SAN MARINO PREMIUM	178.95
SAO TOME AND PRINCIPE FIXED	161.76
SAO TOME AND PRINCIPE MOBILE	161.76
SAUDI ARABIA FIXED	33.00
SAUDI ARABIA MOBILE	39.00
SENEGAL FIXED	33.00
SENEGAL MOBILE	51.76
SERBIA FIXED	19.74
SERBIA MOBILE	47.70
SEYCHELLES FIXED	92.15
SEYCHELLES MOBILE	92.15
SIERRA LEONE FIXED	75.00

SWAZILAND FIXED	33.00
SWAZILAND MOBILE	39.00
SWEDEN FIXED	2.10
SWEDEN MOBILE	18.00
SWITZERLAND FIXED	2.40
SWITZERLAND MOBILE	49.56
SYRIA FIXED	33.00
SYRIA MOBILE	39.00
TAIWAN FIXED	16.20
TAIWAN MOBILE	24.00
TAJIKISTAN FIXED	29.40
TAJIKISTAN MOBILE	29.40
TANZANIA FIXED	37.15
TANZANIA MOBILE	39.00
THAILAND FIXED	10.00
THAILAND MOBILE	12.00
TOGO FIXED	39.57
TOGO MOBILE	45.00
TOKELAU	166.30
TONGA FIXED	187.24
TONGA MOBILE	187.24
TRINIDAD AND TOBAGO FIXED	33.00
TRINIDAD AND TOBAGO MOBILE	33.00
TUNISIA FIXED	96.90
TUNISIA MOBILE	91.34
TURKEY FIXED	5.40
TURKEY MOBILE	24.00
TURKMENISTAN FIXED	33.00
TURKMENISTAN MOBILE	80.00
TURKS AND CAICOS IS FIXED	33.00
TURKS AND CAICOS IS MOBILE	39.00
TUVALU	154.77
UGANDA FIXED	100.00
UGANDA MOBILE	42.90
UKRAINE FIXED	24.00
UKRAINE MOBILE	30.36
UNITED ARAB EMIRATES FIXED	20.53
UNITED ARAB EMIRATES MOBILE	33.00
UNITED STATES	1.71
URUGUAY FIXED	27.00
URUGUAY MOBILE	33.00
USA PREMIUM	3.00
UZBEKISTAN FIXED	24.00
UZBEKISTAN MOBILE	33.00
VANUATU FIXED	334.06
VANUATU MOBILE	334.06
VATICAN FIXED	2.25

SIERRA LEONE MOBILE	75.00
SINGAPORE FIXED	2.10
SINGAPORE MOBILE	6.00
SLOVAKIA FIXED	4.80
SLOVAKIA MOBILE	30.00
SLOVENIA FIXED	21.96
SLOVENIA MOBILE	44.25
SOLOMON ISLANDS	147.47
SOMALIA FIXED	75.00
SOMALIA MOBILE	75.00
SOMALIA PREMIUM	40.32
SOUTH AFRICA FIXED	5.40
SOUTH AFRICA MOBILE	18.00
SOUTH SUDAN	31.06
SOUTH SUDAN MOBILE	39.53
SPAIN FIXED	2.10
SPAIN MOBILE	27.00
SPAIN PREMIUM	17.89
SRI LANKA FIXED	27.00
SRI LANKA MOBILE	27.00
ST HELENA	165.89
ST KITTS AND NEVIS FIXED	33.00
ST KITTS AND NEVIS MOBILE	39.00
ST LUCIA FIXED	29.40
ST LUCIA MOBILE	39.00
ST PIERRE AND MIQUELON FIXED	50.00
ST PIERRE AND MIQUELON MOBILE	50.51

VATICAN MOBILE	5.85
VENEZUELA FIXED	19.20
VENEZUELA MOBILE	27.00
VIETNAM FIXED	33.00
VIETNAM MOBILE	39.00
VIRGIN ISLANDS UK FIXED	33.00
VIRGIN ISLANDS UK MOBILE	39.00
VIRGIN ISLANDS US	33.00
VIRGIN ISLANDS US MOBILE	32.50
WALLIS AND FUTUNA	42.20
YEMEN FIXED	33.00
YEMEN MOBILE	39.00
ZAMBIA FIXED	54.91
ZAMBIA MOBILE	63.22
ZIMBABWE FIXED	13.00
ZIMBABWE MOBILE	65.13
INMARSAT	460.39
IRIDIUM	662.43
AEROMOBILE	1027.69
EMSAT	381.18
THURAYA	222.80
VOXBON	3.03
GLOBALSTAR AVRASYA	87.41
MCP SATELLITE	226.15
ONAIR	275.57
SEANET	300.48

2.8 Charges for Calls to service numbers:

Calls to Service Numbers (numbers starting 084, 087, 09 and 118) *	SC0XX	Service Charge Fixed Fee	Service Charge pence per minute	Access Charge ppm
Rates apply at all times of day				
Service Charge Band 01	SC001	-	0.000	7.00
Service Charge Band 02	SC002	-	0.833	7.00
Service Charge Band 03	SC003	-	1.666	7.00
Service Charge Band 04	SC004	-	2.500	7.00
Service Charge Band 05	SC005	-	3.333	7.00
Service Charge Band 06	SC006	-	4.166	7.00
Service Charge Band 07	SC007	-	5.000	7.00
Service Charge Band 08	SC008	-	5.833	7.00
Service Charge Band 09	SC009	-	6.666	7.00
Service Charge Band 10	SC010	-	7.500	7.00
Service Charge Band 11	SC011	-	8.333	7.00
Service Charge Band 12	SC012	-	9.166	7.00

Service Charge Band 13	SC013	-	10.000	7.00
Service Charge Band 14	SC014	-	10.833	7.00
Service Charge Band 15	SC015	-	12.500	7.00
Service Charge Band 16	SC016	-	16.666	7.00
Service Charge Band 17	SC017	-	20.833	7.00
Service Charge Band 18	SC018	-	25.000	7.00
Service Charge Band 19	SC019	-	29.166	7.00
Service Charge Band 20	SC020	-	30.000	7.00
Service Charge Band 21	SC021	-	33.333	7.00
Service Charge Band 22	SC022	-	37.500	7.00
Service Charge Band 23	SC023	-	38.333	7.00
Service Charge Band 24	SC024	-	41.666	7.00
Service Charge Band 25	SC025	-	45.833	7.00
Service Charge Band 26	SC026	-	50.000	7.00
Service Charge Band 27	SC027	-	54.166	7.00
Service Charge Band 28	SC028	-	58.333	7.00
Service Charge Band 29	SC029	-	62.500	7.00
Service Charge Band 30	SC030	-	66.666	7.00
Service Charge Band 31	SC031	-	75.000	7.00
Service Charge Band 32	SC032	-	79.166	7.00
Service Charge Band 33	SC033	-	82.500	7.00
Service Charge Band 34	SC034	-	83.333	7.00
Service Charge Band 35	SC035	-	91.666	7.00
Service Charge Band 36	SC036	-	100.000	7.00
Service Charge Band 37	SC037	-	120.833	7.00
Service Charge Band 38	SC038	-	125.000	7.00
Service Charge Band 39	SC039	-	129.166	7.00
Service Charge Band 40	SC040	-	150.000	7.00
Service Charge Band 41	SC041	-	166.666	7.00
Service Charge Band 42	SC042	-	183.333	7.00
Service Charge Band 43	SC043	-	208.333	7.00
Service Charge Band 44	SC044	-	250.000	7.00
Service Charge Band 45	SC045	-	300.000	7.00
Service Charge Band 46	SC046	4.100	-	7.00
Service Charge Band 47	SC047	8.300	-	7.00
Service Charge Band 48	SC048	12.500	-	7.00
Service Charge Band 49	SC049	20.800	-	7.00
Service Charge Band 50	SC050	25.000	-	7.00
Service Charge Band 51	SC051	29.100	-	7.00
Service Charge Band 52	SC052	33.300	-	7.00
Service Charge Band 53	SC053	40.000	-	7.00
Service Charge Band 54	SC054	41.600	-	7.00
Service Charge Band 55	SC055	58.300	-	7.00
Service Charge Band 56	SC056	62.500	-	7.00
Service Charge Band 57	SC057	83.300	-	7.00

Service Charge Band 58	SC058	120.800	-	7.00
Service Charge Band 59	SC059	125.000	-	7.00
Service Charge Band 60	SC060	166.600	-	7.00
Service Charge Band 61	SC061	208.300	-	7.00
Service Charge Band 62	SC062	250.000	-	7.00
Service Charge Band 63	SC063	333.300	-	7.00
Service Charge Band 64	SC064	416.600	-	7.00
Service Charge Band 65	SC065	500.000	-	7.00
Service Charge Band 66	SC066	64.100	129.166	7.00
Service Charge Band 67	SC067	66.600	20.833	7.00
Service Charge Band 68	SC068	-	202.500	7.00
Service Charge Band 69	SC069	291.667	8.333	7.00
Service Charge Band 70	SC070	202.500	202.500	7.00
Service Charge Band 71	SC071	478.300	249.166	7.00
Service Charge Band 72	SC072	581.600	290.833	7.00
Service Charge Band 73	SC073	-	208.333	7.00
Service Charge Band 74	SC074	4.100	4.166	7.00
Service Charge Band 75	SC075	8.300	8.333	7.00
Service Charge Band 76	SC076	33.300	33.333	7.00
Service Charge Band 77	SC077	58.300	58.333	7.00
Service Charge Band 78	SC078	125.000	125.000	7.00
Service Charge Band 79	SC079	166.600	166.666	7.00
Service Charge Band 80	SC080	370.800	214.166	7.00
Service Charge Band 81	SC081	-	15.000	7.00
Service Charge Band 82	SC082	-	18.333	7.00
Service Charge Band 83	SC083	-	291.666	7.00
Service Charge Band 84	SC084	208.300	62.500	7.00
Service Charge Band 85	SC085	216.600	82.500	7.00
Service Charge Band 86	SC086	229.100	65.000	7.00
Service Charge Band 87	SC087	250.000	108.330	7.00
Service Charge Band 88	SC088	304.167	-	7.00
Service Charge Band 89	SC089	998.330	499.160	7.00
Service Charge Band 90	SC090	1165.000	582.500	7.00
Service Charge Band 91	SC091	1331.660	665.830	7.00
Service Charge Band 92	SC092	5.800	5.830	7.00
Service Charge Band 93	SC093	10.800	10.830	7.00
Service Charge Band 94	SC094	66.660	66.666	7.00
Service Charge Band 95	SC095	83.300	83.330	7.00
Service Charge Band 96	SC096	250.000	250.000	7.00
Service Charge Band 97	SC097	300.000	41.660	7.00
Service Charge Band 98	SC098	300.000	125.000	7.00
Service Charge Band 99	SC099	300.000	166.666	7.00
Service Charge Band 100	SC100	300.000	300.000	7.00

* From 1st April 2019 these price points are no longer available

** Calls Charged By Fixed Fee and Timed Duration (Where the Fixed Fee and the Duration Charge Apply From the Start of the Call)
 *** Calls Charged By Fixed Fee and Timed Duration (Where the Fixed Fee Is the Charge for the First 60 Seconds of the Call, or Part Thereof and the Duration Charge Applies Following the First 60 Seconds)

2.9 Charges for other Calls:

Other Calls	Pence per Minute	Fixed Fee
Onnet calls between users	0.00	0.00
NO Fee	0.00	0.00
Specialized Service - g21 (Incl 03 numbers)	1.00	0.00
Premium Rate Service - ff6	0.00	42.00
Mobile telephone - fm2*	24.00*	1.00
Mobile telephone - fm7	2.00	1.00
Mobile telephone - fm8	2.00	1.00
Mobile telephone - fm10	8.00	1.00
Mobile telephone - fm11*	29.00*	1.00
Mobile telephone - fm12	2.00	1.00
Mobile telephone - fm13	2.00	1.00
Mobile telephone - fm14	3.00	1.00
Mobile telephone - fm15	2.00	1.00
Mobile telephone - fm16	2.00	1.00
Mobile telephone - fm17	12.00	1.00
Mobile Rate for JERSEY*	24.00*	1.00
Mobile Rate for GUERNSEY*	28.00*	1.00
Mobile Rate for MANX	11.00	1.00
Paging Service - r	2.00	1.00
Message Service - c*	14.00*	1.00
WiFi Services - fw1	3.00	1.00
WiFi Services - fw2	2.00	1.00
WiFi Services - fw3	2.00	1.00
WiFi Services - fw4	8.00	1.00
WiFi Services - fw5	3.00	1.00
WiFi Services - fw6	3.00	1.00
WiFi Services - fw7	2.00	1.00
WiFi Services - fw8	4.00	1.00
WiFi Services - fw9	4.00	1.00
WiFi Services - fw10	2.00	1.00
WiFi Services - fw12	2.00	1.00
Timeline*	3.00*	17.00
Non Emergency Services (101)	0.00	22.00
BT Emergency Services	0.00	0.00
Operator Assistance Services	1.00	96.00
Blind and Disabled DQ Services	1.00	113.00
Premium Rate Service - ff3*	0.00	28.00*
Paging Service - ff8	0.00	20.00

Paging Service - ff9	0.00	52.00
Paging Service - ff10	0.00	30.00
PNS - f*	24.00*	1.00
PNS - pn228*	9.00*	1.00
TextDirect	237.00	1.00

* Mobile Telephone fm2 - 22ppm Evening and 7ppm Weekend

* Mobile Telephone fm11 - 28ppm Evening and Weekend

*Mobile Rate for JERSEY - 22ppm Evening and 7ppm Weekend

*Mobile Rate for GUERNSEY - 21ppm Evening and 15ppm Weekend

*Message Service c - 8ppm Evening and 6ppm Weekend

*Timeline - 2ppm Evening and Weekend

*PNS f - 22ppm Evening and 7ppm Weekend

*PNS pn22 - 4ppm Evening and 3ppm Weekend

*Premium Rate Service ff3 - Fixed Fee 15p Evening and Weekend

Appendix 3

Professional Services

1 Professional Services

Where applicable, Professional Services are offered to support the implementation and use of the Services and/or Purchased Equipment. The Professional Services may include a range of services involving qualification, design, set up, and migration.

2 Access and Use

- 2.1 The provision of Professional Services is subject to the Customer's ongoing compliance with its obligations in the Agreement. VMO2B may suspend the Professional Services without notice in the event the Customer does not comply with the Agreement and in such event, no Charges will be refunded.
- 2.2 The Customer shall comply with any reasonable instructions given from time to time by VMO2B concerning the Professional Services.
- 2.3 Before attending any 'Admin Tutorial', the Customer will ensure that it has backed up all systems and performed any required maintenance prior to the performance of the Professional Service. Such systems will include, without limitation: (a) servers; (b) networks; (c) storage; (d) power; (e) lighting; and (f) air-conditioning/heating.

3 Customer Obligations

- 3.1 Where documentation and/or deliverables are to be provided to the Customer as part of the Professional Services (as set out in a SOW), the Customer shall review and confirm such documentation and/or deliverables within a timely manner in order to allow VMO2B to effect the Services.
- 3.2 The Customer is responsible for:
 - a) the supply of all infrastructure (including but not limited to hardware, software licences, network and environments) requirements for VMO2B to successfully deliver the Professional Services;
 - b) all aspects of data quality, availability, backups and restores required for VMO2B to successfully deliver the project Professional Services; and
 - c) for providing PPE over and above the standard PPE that VMO2B provides (being EN397 hard hat, fluorescent vest, steel toe cap boots) in the event this PPE is required at any Site, unless the parties have agreed otherwise in the applicable SOW.
- 3.3 The Customer shall inform VMO2B of any health and safety requirements relating to the Site(s), the Customer's other premises or the Customer's land (whether owned or occupied) which VMO2B access in connection with the provision of the Professional Services (including any PPE requirements).

4 Support

- 4.1 Where applicable, VMO2B will aim to contact the Customer within seven (7) Working Days of the Commencement Date to organise the appointment and set expectations relating to the delivery of any one-off Professional Services.

- 4.2 VMO2B shall perform the Professional Services on Working Days between 09:00 and 17:30 unless VMO2B confirms in writing otherwise. This shall include where remote support, including investigation of technical issues and responding to queries, is required.
- 4.3 The Professional Services will be strictly undertaken on a time and materials basis unless otherwise stated by VMO2B in writing.

5 Limitations

- 5.1 VMO2B will use reasonable skill and care in providing the Professional Services.
- 5.2 Certain restrictions relating to unlicensed, outdated or unsupported platforms, hardware and technical support issues may hinder VMO2B's ability to support the Customer.
- 5.3 Any technical issue which relates solely to Customer CPE will not fall within the scope of these Professional Services.
- 5.4 Professional Services do not include:
- a) consultancy services for third party systems or software (e.g. APS, Integrations);
 - b) custom software development; or
 - c) physical data centre related activities, such as implementation, testing and/or fixing of network equipment, servers, power units or cables.
- 5.5 VMO2B Business Gurus will use commercially reasonable efforts to resolve Customers' technical issues, however not all technical issues can be resolved by these technicians.
- 5.6 VMO2B does not warrant (and the Customer accepts) that;
- a) the Professional Service will be error free or free of harmful components, interruptions or failures; or
 - b) the Customer's data will be secure or not otherwise lost or damaged; or
 - c) there will be no malfunctions or other errors in any Software-related Professional Service caused by virus, infection, worm or similar malicious code not introduced or developed by VMO2B.



Business