

SPARK Technology Services Limited Terms and Conditions of Supply

The General Terms and Conditions apply to all supplies of products and services of all types combined with the terms sections specifically relating to the purchased products and services as set out in the contract.

Part A: Equipment and Services Delivery

Part B: General Hardware Maintenance

Part C: Internet Connectivity

Part D: Proof of Concept Contracts

Part E: SPARK Fusion®

General Terms and Conditions

1 Definitions

1.1 In these Terms and Conditions, the following words and phrases shall have the following meanings:

Acceptance: The Services are Live and in use by the Customer and/or End Users

Acceptance Date: The date on which the Services are active and fully deployed.

Broadcast Licence: A licence permitting the Customer to broadcast licensed media programs at its Locations including but not limited to music, radio, film, and television

Connectivity Ready for Use Date (RFUD): The date the Connectivity Supplier states from which the Connectivity Service is available for use by the Customer and from which the Connectivity Service becomes chargeable.

Connectivity Service: The provision of a connection to the Internet.

Contract: These Terms and Conditions (including Parts A-E and the Schedules), and SPARK Technology Services Limited's signed Contract and Statement of Work where applicable.

Contract Start Date: The date the Contract comes into existence under condition 3.2.

Communications Supplier: A supplier of communications services including fixed line, wireless, network and cable telecommunication companies and ISPs.

Customer: The person, entity, firm or company to whom an Estimate or Contract is addressed or who requests Services, Equipment or Software from SPARK Technology Services Limited.

Data Protection Legislation: The General Data Protection Regulation ((EU) 2016/679) (GDPR) whilst still applicable in the UK and any UK national implementing laws, regulations and secondary legislation

Data Subject: Has the meaning given in the Data Protection Legislation

Default Configuration: The standard parameters for service delivery prior to any Customer requested customisations and configurations, allowing the service to be provided at the Location.

Excess Construction Charges (ECC's): Relates to the additional cost which may be incurred for the provision of a connectivity solution. ECC's are not specified at the time of Estimate or Contract and are identified via a third-party survey conducted by the connectivity provider.

End User: Any person who connects to an internet connection, or Fusion device, be it wired, or wireless provided at a Location by SPARK Technology Services Limited.

Equipment: Including but not limited to such servers, network components, access points, modems, firewalls and routers, Fusion Hardware, Fusion Devices, televisions, and media devices, to be provided by SPARK Technology Services Limited.

End User Terms and Conditions of Use: The End User Terms and Conditions of Use set out at <https://www.sparktsl.com/hubfs/Misc/End%20User%20Terms%20and%20Conditions%20-%20SPARK%20Connect%20-%20SPARK%20TSL%201.pdf>

Estimate: The estimated cost of goods and services provided prior to a detailed survey, estimated costs do not form a contract, are valid for a limited period, and are subject to change.

Fixed Term End Date: The date the Contract and Services will cease automatically.

Fusion Devices: The device used by the End User to access the Fusion Software, including but not limited to bedside media units, tablets, and televisions.

Fusion Hardware: The equipment including but not limited to trolleys, bedside tables, carts, articulated arms, and device mounts, which are used to mount or present the Fusion device along with media boxes and associated networking hardware.

Fusion Software: The SPARK Fusion® patient engagement platform.

Fusion User Profile: The End User profile requirements criteria according to, for example, ward, department, age, or individual, as defined by the Customer.

Go-Live Date: The date set out in section 10 in respect of all Services other than Connectivity.

Good Industry Practice: The standards that fall within the upper quartile of a skilled and experienced provider of services similar or identical to the Services.

Hardware as a Service (HWaaS): The provision of SPARK Technology Services Limited owned Hardware including but not limited to Fusion Hardware, Fusion Devices, Connect Gateways, and Networking Hardware, that is installed at the Location/s to facilitate delivery of the contracted services but is not sold to the Customer.

Intellectual Property Rights: All patents, rights to inventions, copyright and related rights, trademarks, business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights (including without limitation know-how and trade secrets), rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered.

Invoicing Start Date: The date on which invoicing of the Recurring Fees will automatically commence unless superseded by the Go Live Date or Acceptance Date.

Legacy Equipment: Such servers, network components, access points, modems, firewalls and routers owned or in the possession of the Customer, excluding the Equipment.

Location: Each of the premises where the Software or Equipment is to be installed or the Service supplied as specified in the Estimate or Contract, or, if none, the Customer's address on the Estimate or Contract.

Maintenance Services: The maintenance services to be provided by SPARK Technology Services Limited in accordance with the maintenance schedule contained within the SLA.

Maintenance Services End Date: The date on which the provision of hardware related Maintenance Services will cease automatically.

Media Services: Any services provided at a location including television, radio, telephony, broadcast, content delivery, surveys, film or internet streaming services, games and digital print services, and third-party applications.

Minimum Term: The term of Service supply in months as specified in the Estimate or Contract starting from the Invoicing Start Date, Acceptance Date or Go Live Date, whichever occurs first as the case may be.

Network shall mean the network over which SPARK Technology Services Limited provides any Connectivity Service including but not limited to leased line, FTTC, FTTP, ADSL or PSTN.

OSS Software: Such software as defined by the Open-Source Initiative (<http://opensource.org>) under the BSD-2, MIT, GPLv2 & GPL v3 Licences.

Personal Data: Has the meaning given in the Data Protection Legislation.

Proof of Concept (POC): The short-term installation of Equipment and/or provision of Services, as set out in the Estimate or Contract, for evaluation by the Customer.

Premium Media Services: Premium content including but limited to pay-per-view films and television provided by third party suppliers via the Fusion Software.

Proof of Concept Term: Specified in the SPARK Technology Services Limited Estimate or Contract, this shall be a maximum duration of six months.

Proof of Concept Value (PoCV): The metrics and methods of measurement associated with the purchasing criteria set out in the POC Contract or Statement of Work as agreed by the Customer

Recurring Fees: The annual payment specified in the Estimate or Contract in respect of the ongoing Services.

Revenue: The total value of all payments made to by SPARK Technology Services Limited by End Users for any services provided by SPARK Technology Services Limited net of all charges such as credit card and bank charges, as well as VAT.

Service Desk as a Service (SDaaS): A purchased product providing support to End Users

Services: The provision of SPARK TSL services including but not limited to a SPARK Connect wired or wireless internet access facility at the Location by means of the Software or Equipment and/or the Legacy Equipment, Captive Portal Page provision, subscriber provisioning, network access authentication, bandwidth control, network management, data collection, revenue and payment collection and dissemination, print and media services, engagement platforms, Maintenance Services, Connectivity Service, Service Desk as a Service, Software as a Service, and Hardware as a Service. Services may be partially or wholly dependent on services from a Third-Party Supplier and other Services SPARK Technology Services Limited provides, or agrees to provide, to the Customer as stated in the Estimate or Contract as the context requires.

Software: The SPARK Technology Services Limited Software and the OSS Software provided by SPARK Technology Services Limited for the provision of the Services.

Software as a Service (SaaS): Cloud-based software services made available to the Customer and the Customers End Users.

Support Hours: 24/7 seven days a week, available to the Customer and the Customers End Users.

Terms and Conditions: These terms and conditions, each being a 'condition'.

Third Party Supplier: Is a provider of products and services to SPARK Technology Services Ltd that form part Equipment and Services the Customer is purchasing; such services include but are not limited to: internet connectivity, games, media services such as on demand television and films, radio, digital print, software applications (apps), and streaming services.

SPARK Technology Services Limited Software: Such software created or otherwise owned by SPARK Technology Services Limited that is not OSS Software as specified in the Estimate or Contract.

1.2 Any reference to a party's employees includes its agents and subcontractors.

1.3 The schedules form part of the Contract.

1.4 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2 Application of terms

2.1 These terms and conditions shall:

2.1.1 apply to and be incorporated in the Contract;

2.1.2 apply to all dealings between SPARK Technology Services Limited and the Customer; and

2.1.3 prevail over any inconsistent terms or conditions implied by law, trade custom, practice or course of dealing or contained in or referred to in the Customer's purchase order, confirmation of order, or specification, even if SPARK Technology Services Limited accepts the Customer's purchase order or ordering document or does not otherwise reject the Customer's purchase order or other ordering document.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on SPARK Technology Services Limited unless in writing and signed by a duly authorised representative of SPARK Technology Services Limited.

2.3 The Customer warrants that its internal procedures and authorisations for entering into this Contract for its full value on these terms without addition or variation (including the production of a Purchase Order, if required) were completed prior to the terms of condition 3.3 taking effect.

2.4 Estimated pricing or a Contract is provided by SPARK Technology Services Limited on the basis that a Contract shall come into existence only in accordance with condition 3.3. Connectivity pricing is valid for 10 days and all others for 30 days, or as otherwise specified on the Estimate or Contract, provided that SPARK Technology Services Limited has not previously withdrawn it.

3 Basis of provision of Supply

3.1 Estimates are provided subject to internal approval and survey, post survey SPARK Technology Services Limited reserves the right to change the estimated pricing in accordance with the survey results.

In the event that details that were unknown at the time the survey was carried out, become apparent and impact the pricing, and an Estimate has been provided, or Contract has been entered into, SPARK Technology Services Limited reserves the right to adjust the pricing accordingly in order to deliver the Equipment and Services along with associated equipment.

3.2 Each Contract for Equipment, Services, or Software by SPARK Technology Services Limited shall be deemed to be an offer to the Customer subject to these Terms and Conditions.

3.3 A binding Contract shall not come into existence between SPARK Technology Services Limited and the Customer unless and until an authorised person has signed the Contract on behalf of the Customer and: (i) an authorised member or officer of SPARK Technology Services Limited counter signs the Contract, which combined with these terms and conditions forms the Contract between both parties and (ii) receives a deposit or milestone payment as specified in the Contract; or (iii) if earlier, when SPARK Technology Services Limited begins to: (a) install the Software or Equipment at the Location; or (b) provide the Services.

3.4 Each installation of Software or Equipment at each Location and each Service shall be treated, for the purposes of termination, as a separate contract.

3.5 The Customer agrees that SPARK Technology Services Limited may subcontract, wholly or in part, this Contract or any part of this Contract to a subcontractor or subcontractors.

3.6 The Customer acknowledges that all use of any Services by End Users will be subject to SPARK Technology Services Limited's End User Terms and Conditions of Use.

3.7 The Customer accepts that by returning a signed Contract they are entering into a legally binding Contract for the supply of Equipment and/or Services provided by SPARK Technology Services Limited and are ready to proceed with the Contract immediately and will not impose or introduce any delay with either implementation or project delivery.

3.8 The Customer agrees that all Contracts (except for leased line Connectivity Contracts) are to be fulfilled, and project delivery completed within eight (8) weeks from date of signature; SPARK Technology Services Limited reserves the right, by notice to the Customer, to amend this timescale according to availability of resources during the project delivery stages.

4 Order details

4.1 The Services, Software or Equipment shall be as set out in SPARK Technology Services Limited's Contract.

4.2 Any typographical, clerical or other error or omission in any sales literature, Estimate, Contract, price list, invoice or other document or information issued by SPARK Technology Services Limited shall be subject to correction without any liability on the part of SPARK Technology Services Limited

4.3 SPARK Technology Services Limited's employees are not authorised to make any contractually binding representations concerning the Services or Software or Equipment. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which have not been confirmed in writing by an authorised officer of SPARK Technology Services Limited.

4.4 Any advice or recommendation given by SPARK Technology Services Limited or its employees to the Customer or its employees about the storage, application, or use of the Software or Equipment which is not confirmed in writing by an authorised officer of SPARK Technology Services Limited is followed or acted on entirely at the Customer's own risk.

4.5 All Estimates or Contracts are based on information supplied to SPARK Technology Services Limited by the Customer. If additional or supplemental work is required, or significant changes to the agreed Equipment and Services are necessary, the Customer agrees to pay such additional costs, including additional professional services fees, subject to prior to approval and returning a signed Contract.

5 Customer Obligations

5.1 The Customer shall:

5.1.1 Appoint a manager through whom all communication will be passed with authority to bind the Customer and to accept the Service on behalf of the Customer;

5.1.2 Co-operate and assist in the installation and performance of the Service or the delivery of Equipment and Software;

5.1.3 Notify SPARK Technology Services Limited promptly if a Service is not operating correctly;

5.1.4 Co-operate with SPARK Technology Services Limited's personnel in diagnosis investigation and correction of any fault in a Service;

5.1.5 Make available to SPARK Technology Services Limited free of charge all information facilities and services reasonably required by SPARK Technology Services Limited to enable SPARK Technology Services Limited to install and perform each Service;

5.1.6 Not alter, adapt or modify Equipment, Hardware, Devices, Software, or a Service, in any way. Moreover, not perform security or performance test without prior authorisation from SPARK Technology Services Limited;

5.1.7 Not request or permit any other person other than SPARK Technology Services Limited to provide any maintenance services in respect of the Service without SPARK Technology Services Limited's consent;

5.1.8 Obtain all necessary consents, including consents for any necessary alterations to buildings;

5.1.9 If required, take up, or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers; and

5.1.10 Provide and maintain, at its cost, any mains electricity and connection points which are to always remain live, required by SPARK Technology Services Limited or any contracted agents of SPARK Technology Services Limited in order to deliver the Services.

5.1.11 Not cause or introduce any delay into the provision of services, and shall respond to all requests for information, data, and specification sign off within the timescale stated on each document where applicable.

5.1.12 In the event that Equipment and Services are paid for, and delivery and installation is delayed by the Customer, the Customer shall pay storage fees for the Equipment at a rate equivalent to 10% of the value of the Equipment per quarter.

5.1.13 Ensure appropriate insurance policies are in place for accidental damage attributed to (but not limited to) third parties, fire, flooding, water damage, weather events, and any other hazards appropriate to the location of the equipment.

5.2 It is the responsibility of the Customer to ensure that all Hardware and Devices owned by SPARK TECHNOLOGY SERVICES LTD, or leased via a third-party, that are provided on a HWaaS basis and installed at the Customers Location are comprehensively insured against all risks for the duration of the contract, the Customer must:

5.2.1 Have insurance in effect at the commencement of project delivery.

5.2.2 Provide documentary evidence of insurance to the satisfaction of SPARK TECHNOLOGY SERVICES LTD on an annual basis; failure to provide insurance certificates will constitute a breach of Contract and may result in the withdrawal of Hardware and associated Services; in such an event the Customer will be liable to pay the remaining amount due under the Contract Terms and Conditions.

5.2.3 In the event of loss or damage, however that loss occurs, promptly reimburse SPARK TECHNOLOGY SERVICES LTD either for the full original value of the Hardware or the remaining term on the lease if SPARK TECHNOLOGY SERVICES LTD is leasing the Hardware in order to provide the Services to the Customer.

5.2.4 Hold the proceeds of such insurance on trust for SPARK Technology Services Limited and not mix them with any other money, nor pay the proceeds into an overdrawn bank account

5.3 Whilst the Software or Equipment is at the Location but remains SPARK Technology Services Limited's property, whether owned or leased, the Customer shall, not destroy, deface or obscure any identifying mark or packaging on or relating to the Software or Equipment.

5.4 The Customer acknowledges that SPARK Technology Services Limited will promote the installation of the Equipment and or delivery of the Services at the Location, through the use of case studies, web promotions, email campaigns, social media and any other PR or marketing activity as SPARK Technology Services Limited deems appropriate to publicise its relationship and service provision with the Customer.

6 Use of Services

6.1 The Customer shall not use the Services:

6.1.1 In connection with the carrying out of any fraudulent, criminal, or any other illegal activity;

6.1.2 To send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing or in breach of copyright, confidence, privacy or any other rights;

6.1.3 To cause annoyance or needless anxiety;

6.1.4 To send or provide or, knowingly receive responses to, any spam or unsolicited advertising or promotional material;

6.1.5 To knowingly or recklessly transmit any electronic material (including viruses) which shall cause or is likely to cause detriment or harm in any degree to computer systems owned by SPARK Technology Services Limited or other Internet users;

6.1.6 In a manner which restricts or inhibits any other user from using or enjoying SPARK Technology Services Limited 's products or services; or

6.1.7 In breach of any reasonable instructions given by SPARK Technology Services Limited.

6.2 SPARK Technology Services Limited will examine, from time to time, the use to which the Customer puts the Services and the nature of the data/information that the Customer is transmitting or receiving via the Services where such examination is necessary: (i) to protect / safeguard the integrity, operation and functionality of SPARK Technology Services Limited's (and neighbouring) networks; or (ii) to comply with police, judicial, regulatory or governmental orders, notices, directives or requests.

6.3 The Customer agrees to identify and purchase all required Media Broadcast Licences from the appropriate governing organisations and licensing bodies that are relevant to the Services, and to maintain such licensing for the duration of the Contract.

6.4 The Customer agrees to indemnify SPARK Technology Services Limited and its subcontractors from any liability or claim arising out of, or any fees, penalties or fine imposed in respect of the Customer's breach of this condition 6.

7 Prices

7.1 All charges shall be as stated in SPARK Technology Services Limited 's Estimate or Contract and are exclusive of VAT, which shall be added at the appropriate rate.

7.2 SPARK Technology Services Limited reserves the right, by notice to the Customer, to increase the price to reflect any increase in the cost to SPARK Technology Services Limited due to any delay, or deviation from the agreed timescale for installation and delivery caused by the Customer

SPARK Technology Services Limited reserves the right to increase the charges of any Services that are subject to a third party increased cost to SPARK Technology Services Limited at any time during the contract term; SPARK Technology Services Limited will provide 30 days' notice in writing prior to the change in price being applied to the Contract.

7.3 SPARK Technology Services Limited reserves the right, by notice to the customer, to vary the Equipment listed on the Estimate or Contract due to obsolescence or lack of availability and charge the Customer at an appropriate rate where an increased cost is incurred.

8 Payment

8.1 The payments due under the Contract are as follows:

8.1.1 100% of the one-off Equipment and Services charges shall be invoiced on 30-day payment terms on receipt of a signed Contract from the Customer.

8.1.2 The Recurring Fees shall be paid annually in advance from whichever of the following dates occurs first:

8.1.2.1 The Invoicing Start Date specified on the Contract

8.1.2.2 The Services Go-Live Date

8.1.3 The Connectivity ready for use date

All other Invoices shall be paid, in full and in cleared funds, within 30 days of their date, or in accordance with the payment term specified on the invoice, to a bank account nominated by SPARK Technology Services Limited and time for payment of SPARK Technology Services Limited's invoices shall be of the essence of the Contract. Cheque payments are not accepted by SPARK Technology Services Limited.

8.1.4 Where a Contract specifies a milestone invoicing schedule, that schedule will take precedence over the above clauses 8.1.1 and 8.1.2

8.2 If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Services, Software or Equipment then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to SPARK Technology Services Limited, SPARK Technology Services Limited may:

8.2.1 Suspend delivery of the installation project until the Equipment and Services charges are fully paid;

8.2.1.1 In the event of the clause 8.2.1 SPARK Technology Services Limited will not be held responsible for any resultant delivery delays due to suspended or cancelled supplier orders, and any extra costs incurred to reinstate such orders shall be payable by the Customer

8.2.2 Appropriate any payment made by the Customer or share of Revenue due to the Customer under any contract to any outstanding sum;

8.2.3 Charge interest under the Late Payment of Commercial Debts (Interest) Act 1998;

8.2.4 Apply a Late Payment Fee of £175 (ex VAT) per outstanding invoice or 10% of the value of each outstanding invoice whichever is the greater;

8.2.5 Suspend all further provision of services (in each case whether ordered under these Terms and Conditions or not) until payment has been made in full; and

8.2.6 Remove any Software or Equipment provided as detailed in the Contract or remove access to any Service until payment has been made. The Customer acknowledges that it is responsible for reasonable decommissioning charges, and after payment has been received, reasonable charges for re-commissioning, charged at the then current rates.

8.2.7 Subject to Clause 17.2 terminate the Contract

8.3 Where a Revenue share is identified as applicable on the Contract, SPARK Technology Services Limited shall collect all Revenue and then transfer to the Customer its share of Revenue after the end of each month following that in which it was earned. If no shares are specified, then all Revenue shall be retained by SPARK Technology Services Limited.

Where SPARK TECHNOLOGY SERVICES LTD has agreed to collect End User Revenue in full on behalf of the Customer, the Customer agrees to use the self-billing process to collect the End User Revenue at the agreed intervals.

SPARK TECHNOLOGY SERVICES LTD will issue a financial statement against which the Customer will raise an invoice to SPARK TECHNOLOGY SERVICES LTD

SPARK TECHNOLOGY SERVICES LTD will pay revenues due to the Customer within 30 days of receipt of invoice.

The intervals at which self billing occur will be quarterly unless an alternative arrangement is stated in the Contract.

Merchant chargeback fees will be passed on to the Customer, chargeback details will be included in the statement.

SPARK TECHNOLOGY SERVICES LTD may charge an administration fee for collection and transfer of End User Revenue, such fees will be at the rates stated in the Contract.

8.4 All amounts due under this Contract to be paid by the Customer to SPARK Technology Services Limited shall be paid in full (without deduction or withholding except as required by law) and the Customer shall not be entitled to assert any credit, set-off or counterclaim against SPARK Technology Services Limited in order to justify withholding payment of any such amount in whole or in part.

8.5 SPARK Technology Services Limited reserves the right to charge any costs it incurs in collection of any unpaid and overdue amount from the Customer.

9 Use of SPARK Connect® Internet Services

9.1 SPARK Technology Services Limited shall be responsible for setting up and maintaining a portal page for the internet access provided at each Location and shall be entitled to add and remove facilities and links and to populate that page with content.

9.2 Where a paid for internet access provision is deployed, SPARK Technology Services Limited shall be solely responsible for setting and altering its tariffs to End Users in accordance with market conditions. SPARK Technology Services Limited may, at its discretion, permit or refuse the availability of 'roaming' of End Users between the Customer and other customers.

9.3 The Customer acknowledges that SPARK Technology Services Limited has no control over the content of the internet that may be requested and ultimately accessed by End Users, save for the content filtering provision supplied with the Service.

10 Acceptance and Go-Live

10.1 The Services are deemed to be accepted by the Customer either when SPARK Technology Services Limited demonstrates usage of the Service (if relevant, at the Location) or if the Customer or an End User uses the Service in any form (other than for testing or training). For all Services the Acceptance Date shall be the Go-Live Date and for the Connectivity Service, the Ready for Use Date.

10.2 The Go-Live Date for the Services shall be the date SPARK Technology Services Limited begins to provide the Services and unless alternative arrangements are specified on the Contract it will be the date the Recurring Fees become payable.

10.3 In the event that delivery, installation, Acceptance or Go-Live of the Services is delayed by the Customer for a period in excess of 90 days from signature of the contract then SPARK Technology Services Limited shall be entitled to treat the Contract as completed and invoice the Customer for the full term and value of the Contract as if Equipment and Services had been delivered and installed and the Acceptance Date and Go-Live Dates had passed and the Services and Connectivity (where applicable) had been live for the duration of the Minimum Term, and that the Customer had then given 90 days' notice under condition 16.1.

11 Warranties

11.1 SPARK Technology Services Limited warrants to the Customer that the Services will be carried out in accordance with Good Industry Practice.

11.2 Due to the existence of factors outside its control, SPARK Technology Services Limited does not warrant or undertake to provide a 100% fault-free Services, nor guarantee 100% uptime of services, or that services will not be interrupted.

11.3 The Customer warrants that it has reviewed any existing contractual relationships covering the same or similar services to those provided by SPARK Technology Services Limited pursuant to or contemplated by this Contract and has and sought independent legal advice in relation to the exclusivity rights of the Customer's counterparty under such contracts (if any). The Customer warrants that it has full authority, ability and rights to enter into this Contract and will not be in breach of those, or any other, existing contracts or arrangements.

12 Limitation of liability

12.1 The following provisions set out the entire liability of SPARK Technology Services Limited (including any liability for the acts or omissions of its employees) to the Customer in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

12.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

12.3 The Customer acknowledges that the supply of Services and Connectivity is partly dependent on Connectivity Suppliers over whom SPARK Technology Services Limited has no control. Accordingly, the Customer accepts that SPARK Technology Services Limited shall have no liability to the Customer exceeding any claim that SPARK Technology Services

Limited may have against that Connectivity Supplier in respect of any delay or failure to provide a Service caused by a Connectivity Supplier.

12.4 Nothing in these conditions excludes or limits the liability of either party for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) for any other liability that cannot be excluded or limited by law; or (iv) the indemnities contained in this Contract.

12.5 Subject to condition 12.4:

12.5.1 SPARK Technology Services Limited shall not be liable for any loss of profits, loss of business, loss of data, loss of reputation, depletion of goodwill or similar losses or pure economic loss or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising; and

12.5.2 Unless expressly set out to the contrary on the Contract, SPARK Technology Services Limited's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to £5,000 or the annual value of the Contract whichever is the lower.

12.5.3 SPARK TECHNOLOGY SERVICES LTD shall not be responsible or liable for the content, availability, or performance of Third-Party applications and software hosted on SPARK TECHNOLOGY SERVICES LTD Services.

13 Intellectual Property Rights

13.1 If SPARK Technology Services Limited incorporates data or other information at the request of the Customer, the Customer shall indemnify and keep indemnified SPARK Technology Services Limited against all losses, damages, costs, claims and expenses incurred by SPARK Technology Services Limited in connection with any claim for infringement of any third-party Intellectual Property Rights which results from that request.

13.2 The Customer acknowledges that all Intellectual Property Rights in the OSS Software are owned by the respective copyright holder as noted on the OSS Software. All OSS Software is subject to the relevant licence terms for the OSS Software set out in Schedule 3 and the Customer agrees to comply with the same. SPARK Technology Services Limited shall not be liable for any breach by the Customer.

13.3 Subject to condition 13.2, the Customer acknowledges that the SPARK Technology Services Limited Software and all other Intellectual Property Rights used in the provision of the Services (other than the OSS Software) are owned by SPARK Technology Services Limited and will not attempt to access or copy the same other than in accordance with the facilities provided by SPARK Technology Services Limited.

14 Assignment

14.1 Neither party may assign this Contract without the written consent of the other party, save after giving notice to SPARK Technology Services Limited in the event of a genuine corporate reorganization or consolidation of its group of companies.

15 Confidentiality

15.1 Each party shall keep in strict confidence all technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other. Each party shall restrict disclosure of such

confidential material to such of its employees as need to know the same for the purpose of discharging its obligations under the Contract and shall ensure that such employees are subject to corresponding obligations of confidentiality. This condition shall survive termination of the Contract, however caused.

16 Termination without Cause

16.1 Unless terminated earlier in accordance with condition 17 or this condition 16 and where no Fixed Term End Date is specified on the Contract, this Contract shall terminate at the end of the Minimum Term. Either party may give a minimum of 90 days' written notice at any time.

16.2 Where a Fixed Term End Date is stated on the Contract and Services will cease automatically on the Fixed Term End Date unless a new Contract is signed in advance of the Fixed Term End Date, in which case the Services will continue

16.3 Where notice is not provided in accordance with clause 16.1, upon giving such notice the Customer shall be liable to pay, within 30 days of serving notice: the Recurring Fee, added to the average monthly Revenue (if applicable) over the current Term, multiplied by the number of months remaining of the current Term after expiry of the notice. The charges during the period of the notice shall be in accordance with this Contract.

16.4 SPARK Technology Services Limited may terminate this Contract without notice but in writing should the provision of Services at the Location be deemed loss making or uneconomical.

17 Termination for Cause

17.1 Either party may terminate this Contract forthwith on giving notice in writing to the other if that other ceases to carry on business or commits any serious breach of any term of this Contract and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of the request in writing from the other to do so, to remedy the breach.

17.2 SPARK Technology Services Limited may terminate this Contract if the Customer fails to pay any sum due under the terms of this Contract and such sum remains unpaid and outstanding for 60 days.

17.3 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.

18 Effects of Termination

18.1 On termination of this Contract for any reason:

18.1.1 SPARK Technology Services Limited shall cease providing the Services to the Customer;

18.1.2 the Customer shall immediately cease using the Services, Software and/or Equipment;

18.1.3 the Customer shall immediately pay to SPARK Technology Services Limited any sums due to SPARK Technology Services Limited under the Contract (including as set out under condition 16.1); and

18.1.4 If the Equipment has been provided to the Customer without charge or via a lease agreement (as set out in the Contract) then the Customer shall promptly return the Equipment to SPARK Technology Services Limited at a location reasonably designated by SPARK Technology Services Limited at the Customer's expense or allow SPARK Technology Services Limited engineers access to remove the Equipment as soon as reasonably possible. If it is not possible for SPARK Technology Services Limited to recover such Equipment within 15 days of the termination of the Contract, the Customer will be invoiced for the Equipment on immediate payments terms.

19 Exit Assistance

19.1 SPARK Technology Services Limited shall provide the Customer with such reasonable assistance and information in transitioning the Services to a replacement supplier as the Customer may request, chargeable to the Customer on a time and materials basis at the Supplier's then-current rates.

20 Dispute Resolution Procedure

20.1 If any dispute arises in connection with this Contract, directors or other senior representatives of the parties with authority to settle the dispute will, within 30 days of a written request from one party to the other, meet promptly in good faith to resolve the dispute.

20.2 If the dispute is not resolved in accordance with condition 20.1, the dispute shall be referred to mediation in accordance with the CEDR Model Mediation Procedure. To initiate the mediation, a party must serve notice in writing (an "ADR Notice") to the other party, requesting a mediation. A copy of the ADR Notice should also be promptly sent to CEDR Solve. Unless otherwise agreed in writing by the parties, the mediator shall be appointed by CEDR Solve. If mediation has not started within 28 days of the serving of the ADR Notice, then the matter shall be finally resolved by the courts of England and Wales.

20.3 Nothing in this condition 19 shall prevent either party from seeking interim injunctive relief to prevent irreparable loss or damage.

21 General Data Protection Regulation

21.1 Both Parties will comply with the applicable requirements of the Data Protection Legislation.

22 Force Majeure

22.1 SPARK Technology Services Limited reserves the right to defer the date of installation of Software or Equipment or the Service delivery, or to cancel the Contract or reduce or suspend the Service, if it is prevented from or delayed in carrying on its business by any act, event, omission, legal obligation, pandemic, incident or accident beyond its reasonable control (which shall include, without limitation, failure of a utility service or Communications Supplier) (each, a "Force Majeure Event"). SPARK Technology Services Limited shall have no liability to the Customer under the Contract if it is prevented from, or is delayed in, performing its obligations under the Contract or from carrying on its business by a Force Majeure Event.

23 Waiver

23.1 A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

24 Entire Agreement

24.1 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

24.2 Each party acknowledges that, in entering into this Contract, it has not relied on and shall have no right or remedy (other than for breach of Contract) in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract.

24.3 Nothing in this condition shall limit or exclude any liability for fraud.

25 Third party rights

25.1 No one other than a party to this Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

26 Notices

26.1 Any notice required to be given pursuant to this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address of the party as set out in these conditions, or in the case of SPARK Technology Services Limited, by email to contracts@sparktsl.com or such other address as may be notified by one party to the other.

26.2 A notice delivered by hand is deemed to have been received when delivered (or, if delivery is not in business hours, 9.00 am on the first business day following delivery). A correctly addressed notice sent by prepaid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. An e-mail shall be deemed to have been delivered within 24 hours from the time of being sent, provided that no "non-deliverable" notice is received by the sender.

26.3 The Customer must not assume that SPARK Technology Services Limited has received notice of Termination unless SPARK Technology Services Limited has confirmed this via e-mail.

26.4 Email may not be used for service of legal proceedings.

27 Governing law and jurisdiction

27.1 The Contract and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in respect of the same.

Part A - Equipment and Services Delivery

This part applies to the supply of any Equipment and/or Software by SPARK Technology Services Limited.

A 1 Delivery and Installation of Services and/or Equipment

A 1.1 If the Services or Equipment is to be installed by SPARK Technology Services Limited, then delivery and installation shall be made during normal business hours (8:45am

to 5:30pm). SPARK Technology Services Limited may levy additional charges for any deliveries made outside such hours at the Customer's request.

A 1.2 Alternatively, if the Customer elects to collect the Equipment themselves, they shall make the collection from the location specified by SPARK Technology Services Limited within 3 business days of SPARK Technology Services Limited notifying the Customer that the Equipment is ready for collection.

A 1.3 If the Location is outside the United Kingdom, SPARK Technology Services Limited shall send the Equipment to the Customer via an international courier. Unless expressly stated otherwise in the Contract, installation will not be included if a delivery is made to a Location outside the United Kingdom.

A 1.4 SPARK Technology Services Limited reserves the right to deliver any Software or Services to the Customer electronically.

A 1.5 The Customer is responsible for providing at its cost suitable mains power supplies to remain connected and live at all times; no refunds will be made for service interruptions resulting from interruptions in the power supply whether caused by the Customer or utility provider.

A 1.6 The Customer shall be responsible (at the Customer's cost) for preparing the Location for the delivery and installation of the Software or Equipment and for allowing access to the Location for SPARK Technology Services Limited, its employees and sub-contractors and third-party contractors (such as BT and other service providers) where appropriate. Should SPARK Technology Services Limited or the contractors not be able to gain access on the specified date communicated to the Customer, the Customer will be fully liable for the Installation Costs and will be liable to pay re-booking fees at the then current rates.

A 1.7 The Customer must ensure that all systems, cabling, or facilities provided by the Customer for use in connection with the Services are in good working order and are suitable for the purpose for which it is used and conforms to all relevant technical and legal standards or requirements in the country the Location is situated in.

A 2 Acceptance

A 2.1 Where SPARK Technology Services Limited is providing but not installing Services or Equipment, SPARK Technology Services Limited shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies SPARK Technology Services Limited within 3 working days of delivery and gives SPARK Technology Services Limited a chance to inspect the Equipment. The Customer shall be deemed to have accepted the Services or Equipment when the Customer has had 7 working days to inspect it after delivery or, if earlier, when the Customer or an End User uses the Services or Equipment other than for test purposes.

A 2.2 If SPARK Technology Services Limited is installing Services or Equipment, then SPARK Technology Services Limited shall, where appropriate to the Services purchased, demonstrate the Services or Equipment to the Customer. The Services or Equipment shall be deemed accepted by the Customer at the earlier of demonstration or from the first time the Customer or any End User makes use of the Services or Equipment other than for training or test purposes.

A2.3 In the event that the Services or Equipment cannot be demonstrated as a result of a breach by the Customer of this Contract, the Services, Equipment and installation will be deemed to have been fully accepted.

A 3 Risk and Title to Software and Purchased Equipment

A 3.1 Ownership of the SPARK Technology Services Limited Services, Software, and Equipment shall remain at all times with the SPARK Technology Services Limited until it is paid for in full.

SPARK TECHNOLOGY SERVICES LTD provides all Software on a SaaS basis only, the Customer has the right to use the Software for its intended purpose for the duration of the Contract; the Customer will not own the Software or have any right to use the Software upon termination or expiry of the Contract.

A 3.2 If any SPARK TECHNOLOGY SERVICES LTD owned Equipment is provided to the Customer for the purposes of delivering any SPARK TECHNOLOGY SERVICES LTD Services, SPARK Technology Services Limited shall retain ownership of that Equipment at all times.

A 3.3 The Customer acknowledges that any Open-Source Software provided by the Supplier is provided "as is" and expressly subject to the disclaimer in condition 13.2.

A 3.4 Risk in the Equipment shall pass to the Customer when it has been delivered to the Location (which shall include an electronic transfer of the Software to the Location) or, if the Customer elects to pick up the Equipment, at the point that the Customer commences loading or handling the Equipment.

A 3.5 Whilst the Software or Equipment is at the Location but remains SPARK Technology Services Limited's property, the Customer shall, not destroy, deface or obscure any identifying mark or packaging on or relating to the Software or Equipment; and shall keep the Software or Equipment insured on SPARK Technology Services Limited's behalf for its full price against all risks to the reasonable satisfaction of SPARK Technology Services Limited, and hold the proceeds of such insurance on trust for SPARK Technology Services Limited and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

A 3.6 Hardware and Device Leasing via a third party

A 3.6.1 The Customer is responsible for ensuring third party lease agreement terms and conditions are adhered to where Equipment and Devices are provided via a third party lease for the purpose of delivering SPARK TECHNOLOGY SERVICES LTD Services.

A 3.6.2 It is the Customers responsibility to renew, replace, or terminate any third party lease agreement directly with the lease company, in accordance with the terms of that agreement; for clarity SPARK TECHNOLOGY SERVICES LTD has no authority to, and is not responsible for, serving notice to renew, replace, or terminate any lease agreement for Equipment and Services the Customer has set up to facilitate delivery and running of SPARK Services.

A 3.6.3 In the event that the Customer defaults on lease agreement payments to the extent that the Hardware and Devices are reclaimed by the lease company, the Customer will be liable to pay to SPARK TECHNOLOGY SERVICES LTD the full value of the remaining

contract term of the SaaS contract Recurring Fees upon such notice of action being served by the lease provider.

Part B - Hardware Maintenance

B 1 SPARK Technology Services Limited undertakes that Maintenance Services (where included in the Contract) shall be carried out in accordance with the maintenance schedule (subject to the remainder of this condition B1), and SPARK Technology Services Limited shall, at its option, repair or replace Software or Equipment which is found to be defective at the Location unless:

B 1.1 The defect arises because the Customer failed to follow SPARK Technology Services Limited's or manufacturer's instructions for the Software or Equipment or Legacy Equipment;

B 1.2 The defect arises as a result of misuse of the Software or Equipment or Legacy Equipment by either the Customer or its employees or agents or End Users or a failure to provide suitable mains supply;

B 1.3 The Customer its employees or agents or End Users, alters or repairs the relevant Software or Equipment or Legacy Equipment without the written consent of SPARK Technology Services Limited;

B 1.4 The Customer disconnects, cancels or otherwise terminates an associated Connectivity service or connectivity associated phone line service for whatever reason, and in each case SPARK Technology Services Limited reserves the right to charge for rectifying the defect, or carrying out the repair, or reinstating any internet connection, such reinstatement to be chargeable at the then current daily engineering rate together with the cost of any parts required, reconnection charges, equipment reconfiguration charges, administration fees, and associated expenses including but not limited to travel and accommodation.

B 1.5 The defect arises from damage caused by unforeseen circumstances such as a weather event, for which the Customer is obliged to have taken out an appropriate insurance policy

B 2. As part of the Services, SPARK Technology Services Limited shall from time to time make maintenance releases for any Software to the Customer without charge.

B 3. Where a Contract specifies a Maintenance Services End Date, the associated hardware maintenance charges and the provision of the hardware maintenance service will no longer apply from the stated date and the following will apply:

B 3.1 Provision of maintenance will be priced and charged at the then current day rates for the appropriate professional services required to diagnose and resolve issues where possible;

B 3.2 Services will only be provided on receipt of a signed Contract;

B 3.3 SPARK Technology Services Limited reserves the right to decline to provide an Estimate or Contract for one-off maintenance service requests for Equipment that is obsolete or no longer supported by the original equipment manufacturer, and also to refer the Customer to a SPARK Technology Services Limited partner to provide pricing for

replacement equipment; all other contracted Services will remain fully payable for the duration of the Contract.

Part C - Internet Connectivity

These terms apply to the supply of any connection to external or networked Internet services contracted as part of the SPARK Connect or SPARK Fusion® products, or any other SPARK TECHNOLOGY SERVICES LTD supplied Services.

C 1 Service Activation

C 1. 1 Before being able to activate the Connectivity Service, SPARK Technology Services Limited will use reasonable endeavours to:

C 1.1.1 Verify that the Customer's premises listed in the Estimate or Contract are in an area in which the Service is available; and

C 1.1.2 Carry out a line test or service availability check to determine Service availability. Factors which affect this include but are not limited to geographic availability, line characteristics and local exchange conditions and systems. When a line is of a very poor quality or physical distance from the exchange impacts the available bandwidth, it may not be possible to provide the Service.

C 1. 2 Occasionally it will not be possible to establish whether the Service can be activated until after activation of the Service is attempted at the Customer's premises.

C 1. 3 The Customer acknowledges and agrees that an Estimate or Contract is not a guarantee that the Service can be successfully activated.

C 1. 4 Installation of the Service may be subject to a survey carried out by SPARK Technology Services Limited, or an agent contracted by SPARK Technology Services Limited to undertake the survey. The Service may not be provided where the survey carried out is incomplete or unsatisfactory. SPARK Technology Services Limited reserves the right to charge for such surveys although SPARK Technology Services Limited will advise the Customer of any charges before work is undertaken and SPARK Technology Services Limited will not carry out any chargeable work without agreement in writing from the Customer.

C 1. 5 If the Service cannot be activated SPARK Technology Services Limited will notify the Customer as soon as possible and the order will be cancelled. SPARK Technology Services Limited may propose an alternative Service (where available).

C 1. 6 SPARK Technology Services Limited will send an email to the Customer once a date has been set for the Activation of the Service or installation of any equipment necessary for the Activation of the Service. In the case of FTTC or ADSL service, this email will normally be sent within 48 hours of the Order being received by SPARK Technology Services Limited although may be delayed by provisioning issues outside of SPARK Technology Services Limited's control and for which SPARK Technology Services Limited cannot be held liable. In the case of a leased line order SPARK Technology Services Limited will notify the Customer once they in turn have been notified by the downstream provider as to the Service Activation Date.

C 1. 7 If the Customer chooses to cancel the Contract before activation the Customer agrees to pay the full activation charges as well as the Monthly Fees for Minimum Term plus the relevant cancellation fee. This is irrespective of whether the Customer uses the Service.

C 1. 8 In the case of FTTC or ADSL Services, SPARK Technology Services Limited will use reasonable endeavours to provide the Service within 20 business days of the Customers acceptance of the Contract. Leased line provision takes approximately 90 working days, the lead time is subject to variation and SPARK Technology Services Limited is not responsible for variation in the lead time, all leased line provisioning is subject to survey and may incur ECC's.

SPARK TECHNOLOGY SERVICES LTD cannot provide an indication of whether ECC's will be payable; ECC's can only be identified as part of the survey carried out by the provider once an order has been placed with SPARK TECHNOLOGY SERVICES LTD.

Where ECC's are identified SPARK TECHNOLOGY SERVICES LTD will provide the Customer with a Contract for the required amount, due to the nature of connectivity supplies there will be a short window of opportunity to accept the quote and proceed; failure to accept will result in auto cancellation of the order in the providers booking system for which reinstatement fees may be applicable if the Customer decides to proceed after auto cancellation has occurred.

C 1. 9 Where ECC's are applicable, SPARK Technology Services Limited agrees to pass these on at cost plus 10%.

C 1. 10 If SPARK Technology Services Limited is unable to activate the Service due to the Customer's act or omission, or due to incorrect information being provided by the Customer, SPARK Technology Services Limited reserves the right to charge the Customer the agreed connection fee and Recurring Fee for the Minimum Term plus a cancellation fee if appropriate.

C 1. 11 Occasionally visits to the Customer's premises will be required to resolve provisioning issues or Service faults. These visits are sometimes carried out by the downstream service provider. SPARK Technology Services Limited will liaise with the Customer to arrange the timing of these appointments. It is also possible that the downstream service provider may contact the Customer directly in relation to the appointment. The Customer agrees to pay any charges made by the downstream service provider in the event the Customer or their equipment is responsible for any faults found.

C 1. 12 During activation of the Service the Customer may temporarily lose the use of the Customer's other telecommunications services on the telephone line used for the Service.

C 1. 13 The Customer will receive a static IP address based on the standard configuration for the Service unless otherwise specified.

C 1. 14 If the Customer wishes the Service to be activated on a specific date this must be notified to SPARK Technology Services Limited in writing at the time of order. It is not always possible to arrange or delay activation to a specific date. SPARK Technology Services Limited will use reasonable efforts but cannot guarantee to arrange activation for a specific date and cannot be held liable if this is not possible.

C 1. 15 If the Customer is migrating an existing service from another provider, SPARK Technology Services Limited cannot be held responsible if the previous service provider ceases service before SPARK Technology Services Limited has activated its Service.

C 2 *Service Provision*

C 2. 1 SPARK Technology Services Limited may subcontract the provision of all or any part of the Services to third parties.

C 2. 2 Changes may be made to the Network or the technical specification of a Service from time to time; if these changes will detrimentally affect the Service, SPARK Technology Services Limited will inform the Customer in advance unless such changes are due to Customer misuse of the service.

C 2. 3 SPARK Technology Services Limited's Business and Enterprise FTTC and ADSL services are capable of synchronising to the exchange equipment at speeds dependent on the length of the telephone line, the quality of the copper and the bandwidth available. These are factors which are outside of SPARK Technology Services Limited's control and accordingly SPARK Technology Services Limited does not guarantee the speed of an available service in this case. Where insufficient bandwidth is available it may not be possible for SPARK Technology Services Limited to provide services.

C 3 *Acceptance*

C3.1 The Connectivity Ready for Use Date shall be the date when the Connectivity service is first provided at the Location and internet access proven, and from which the Connectivity Service charges become payable

C 4 *Service Suspension and Alteration*

C 4. 1 SPARK Technology Services Limited may suspend the provision of the Services or any part thereof, and/or disconnect the Customer's facilities from the Network with no liability to the Customer for any refunds, or loss or damages the Customer suffers as a consequence of such suspension if and to the extent that:

C 4.1.1 SPARK Technology Services Limited has reasonable grounds to believe that the Services are being used in breach of clause 6; or

C 4.1.2 The Customer's use of the Network may damage or disrupt the proper functioning of the Network; or

C 4.1.3 Temporarily, for operational or technical reasons.

C 4. 2 SPARK Technology Services Limited shall give the Customer as much notice of a suspension under condition C 4.1 as is reasonably practicable in the circumstances.

C 4. 3 SPARK Technology Services Limited shall be entitled to terminate or modify the Service, without any liability whatsoever, if any license or authorisation which SPARK Technology Services Limited requires in order to provide the Service is not obtained, withdrawn or otherwise cancelled; in the event of a modification that is detrimental to the Service the Customer shall have the right to terminate this Contract by giving Notice in writing in accordance with condition 17.1

C 4. 4 SPARK Technology Services Limited will provide the Service at the Location or Locations specified in the Contract and/or Statement of Works. If the Customer wishes to move the Service to a new Location, this will be treated as a cease of the Connectivity Service at the old Location with applicable notice and a new provide at the new Location with applicable activation fees and a new Contract.

C 5 *Notice and Cease Charges*

C 5. 1 SPARK Technology Services Limited may terminate the Connectivity Service at any time by giving 30 days written notice to the customer.

C 5. 2 SPARK Technology Services Limited reserves the right to pass on to the Customer any cease charges or early termination fees that SPARK Technology Services Limited's supplier may apply on cancelling a Connectivity Services Contract.

C 6 *Service Technology*

C 6. 1 The Customer shall use only equipment deemed by SPARK Technology Services Limited to be compatible with the Service.

C 6. 2 The Service provided may include one or more of the following;

C 6.2.1 ADSL, FTTC or FTTP over Existing Customer PSTN Line

C 6.2.2 ADSL, FTTC or FTTP over SPARK Technology Services Limited provided PSTN Line

C 6.2.3 Leased Line fibre optic managed or unmanaged Wires Only

C 7 *Service Level and Support*

C7.1 SPARK Technology Services Limited will provide a service support system in accordance with the SLA

Part D - Proof of Concept Contracts

This part applies to any supply that is described in the Quotation or otherwise as 'Proof of Concept'.

D 1 *Proof of Concept Services*

D 1.1 Proof of Concept Services are provided for the Proof-of-Concept Term as stated on the Estimate or Contract; the maximum total duration for a Proof-of-Concept term is 6 months.

D 1.2 On expiry of the term all Equipment will be removed unless purchased, and Services will cease unless the Customer has signed and returned a full-term Contract to continue the Services.

D 1.3 The Customer agrees to use best endeavours to promote the Services and Products provided by SPARK Technology Services Limited at the Location, and to allow SPARK Technology Services Limited to promote the Services and Products at the Location, on the SPARK TECHNOLOGY SERVICES LTD website, and on Social Media posts and blogs

D 1.4 The Customer acknowledges and agrees that the PoC will contain defined success criteria, and will work with SPARK TECHNOLOGY SERVICES LTD according to the success plan contained within the SoW, including but not limited to providing all required input to set up the PoC, regular meetings with key SPARK TECHNOLOGY SERVICES LTD stakeholders, and using best endeavours to enable SPARK TECHNOLOGY SERVICES LTD to provide the PoC as per the specifications in the Contract and SoW.

D 1.4 SPARK Technology Services Limited may, on giving reasonable notice to the Customer end the Proof-of-Concept Services, remove the Equipment and Services, and terminate the POC Contract at any time.

Part E - SPARK Fusion®

E 1 The Customer hereby indemnifies SPARK Technology Services Limited against the following:

- claims arising from the misuse of Fusion Hardware, Software and Devices by its staff or End Users
- claims arising from use of the Fusion Hardware and Devices other than for the intended purpose
- claims arising from the use of damaged or defective Fusion Hardware and Devices by the Customers staff or End Users
- accidental, or wilful damage to Fusion Hardware and/or Devices
- claims arising from the input of incorrect End User information or data into the Fusion Service by the End User or the Customers staff

E 1.2 In the event that the contracted number of Fusion Devices is reduced from the original Contract quantity as a result of loss, theft, accidental or wilful damage there will be no reduction in the Recurring Fees; the Customer is responsible for purchasing new Fusion Devices and Hardware and will have insurance cover in place as per clause 5.2

E 1.3 SPARK TECHNOLOGY SERVICES LTD will from time to time update the Fusion software, and Hardware and Device firmware as required to keep the Services and technology up to date; the Customer will be informed in advance of the updates where the Services may be impacted during the update.

E 1.4 Where the Fusion Services are being provided on the Customers own pre-existing equipment, the Customer will keep the equipment software, firmware and operating systems updated in line with SPARK TECHNOLOGY SERVICES LTD's technical requirements in order to keep the Fusion Services operating.

E 1.5 The Customer is responsible for applying such updates to the Customers own equipment at a time to be agreed with SPARK TECHNOLOGY SERVICES LTD, and should the Fusion Services be adversely impacted due to lack of, or improper update process on the Customer's equipment the Recurring Fees remain payable in full.

E 1.6 Fusion User Profiles

E 1.6.1 The Customer is responsible for defining the services to be included or excluded in a Fusion User Profile

E 1.6.2 The Customer must update SPARK TECHNOLOGY SERVICES LTD immediately with requirements to change a Fusion User Profile, SPARK TECHNOLOGY SERVICES LTD will carry out the required changes within a timescale to be agreed dependent upon the quantity and volume of changes requested, for which there may be charges payable at the then current Professional Services rates. SPARK TECHNOLOGY SERVICES LTD will provide internet content filtering as standard as per the SoW; changes to the standard content filtering, and bespoke filtering requirements are chargeable at the relevant Professional Services Rates.

E 1.7 SPARK TECHNOLOGY SERVICES LTD provides an internet browser and content filtering on the Fusion Service; SPARK TECHNOLOGY SERVICES LTD is not responsible for content published on the internet.

E 1.8 Fusion Television and Media Services

E 1.8.1 SPARK Technology Services Ltd will provide a digital package of television channels, the exact content of the package is subject to change as the channels broadcast may be subject to change by channel operators and are out of the control of SPARK TECHNOLOGY SERVICES LTD.

E 1.8.2 SPARK Technology Services Ltd is entitled to change the television and media packages from time to time. If a change means that transmitter(s) are removed or replaced, SPARK Technology Services Ltd will endeavour to inform the Customer of such changes in advance subject to receiving such announcement from the channel operator.

E 1.8.3 SPARK TECHNOLOGY SERVICES LTD is not responsible for the content of paid for Premium Media Services provided by Third Parties.

E 1.9 Fusion Third Party Applications

SPARK TECHNOLOGY SERVICES LTD accepts no responsibility or liability in respect of the services and content provided by Third Party applications hosted on or integrated into any SPARK TECHNOLOGY SERVICES LTD Service or platform. It is the responsibility of the Customer to determine whether a Third Party provided software or applications are suitable for use and meet their requirements.