



Cirrus Master Service Agreement

between

Cirrus Response Limited

and

[Customer Name]

[Date]



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THIS MASTER SERVICES AGREEMENT is made the **[INSERT DATE]**
between

- 1) **Cirrus Response Limited** ("Company", "us", "we", "Cirrus") registered in England and Wales no. 08700358 whose registered office is at 3 Brook Business Centre, Cowley Mill Road, Uxbridge, Middlesex UB8 2FX; and
- 2) **[Insert Company Name]** registered in England and Wales under company number **[INSERT]** a company incorporated in England and Wales having its registered office at **[Registered Office]** ("the Customer", "you", "your").

Each a "Party" and collectively "the Parties".

WHEREAS:

- (a) the Company is a supplier of cloud contact centre as a service (CCaaS) and telecommunications services; and
- (b) the Customer wishes to order the Services as hereinafter defined from time to time in accordance with the terms of this Agreement

NOW THEREFORE IT IS AGREED as follows:

This Agreement:

- sets out the procedures under which the Customer shall issue Orders for the provisions of the Services from Cirrus and the creation of any Contracts by the parties pursuant to such Orders;
- defines the terms and conditions that govern any Contract to be entered into by Cirrus and the Customer for the performance of the Services.

Each Contract shall be governed solely by the Terms to the exclusion of all other conditions.

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise requires the following words and expressions bear the following meanings:

"Aggregate Payment Liability"	means the sum of unpaid invoices under this Agreement and charges for the provision of the Services which have been provided but not yet invoiced (in both cases including any disputed amounts).
"Associated Undertaking"	means a group undertaking as defined in Section 1151 of the Companies Act 2006.
"Business Day"	means a day other than Saturday, Sunday or public holiday in England when banks in London are open for business.

“Call Traffic”	means the use of the Services measured in minutes or part thereof and/or fixed charged calls and ‘Call’ shall be defined accordingly.
“Call Charges”	means the charges payable for any Call Traffic, details of which are contained in the Order under the description “Charge Summary: Call and Usage Charges” or as notified to you by us from time to time.
“Charges”	means collectively the charges payable by the Customer under an Order including the Monthly Charges, Call Charges, Inclusive Charges and Set-Up Charges
“Cirrus Design Documentation (CDD)”	means the high-level design documentation for the Services provided by Cirrus.
“Code of Practice”	means all legal and regulatory codes of practice, rules of procedure, guidelines, directions, policies and other requirements applicable to the Service including without limitation the Phone-paid Services Authority Code of Practice as amended from time to time and any industry guidelines, as amended from time to time.
“Commencement Date”	means the date of signature of an Order.
“Company’s Network”	means any part of the infrastructure, software, programming and information associated with the design, operation or functionality of the Services.
“Concurrent Licence”	means a licence for the use of the Services configured to be used by multiple users, but never by more than one user at any time.
“Confidential Information”	means all proprietary or confidential information (however recorded or preserved) disclosed by a Party to the other Party directly or indirectly including without limitation in relation to its business, assets, affairs, know-how, trade secrets, software, plans, customer lists, Specifications, details of launch dates of any telecommunication services or products and pricing information relating thereto and where the Disclosing Party is Cirrus, its suppliers’ confidential or proprietary information.
“Contract”	means the agreement documented by an Order issued by the Customer and accepted by Cirrus in accordance with the terms of this Agreement incorporating all the Terms and any other documents to which reference is made in an Order.
“Control”	means as defined in Section 450 of the Corporation Tax Act 2010.
“Credit Limit”	means the credit limit amount notified in writing by Cirrus to the Customer from time to time.
“Customer Data”	means data and information provided by the Customer or collected or obtained in connection with the Customer’s use of

	the Services such as data pertaining to usage, content, registration, support, billing and call details.
“Data Protection Legislation”	all applicable law relating to the processing of Personal Data and privacy including but not limited to, as applicable and amended from time to time: (i) the General Data Protection Regulation (Regulation 2016/679); (ii) the UK Data Protection Act 2018; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any applicable Legislation that modifies, implements or applies them;
“Data Subject”	means an identified or identifiable natural person.
“Defect”	means a deficiency in the Service, which causes the service not to fulfil the Specification applicable to such Service.
“Disclosing Party”	means a Party to this Agreement that discloses Confidential Information to the Receiving Party.
“Due Date”	means thirty (30) days following the date of any invoice.
“ECNP”	means an electronic communications network provider.
“Fair Use Policy”	means the defined limits applicable to Inclusive Charges, details of which may be found in a Quotation or as notified to you from time to time.
“Force Majeure”	means an act, omission or accident beyond the reasonable control of either Party including but not limited to any act of God, adverse weather, failure or shortage of power supplies, flood drought, lightning or fire, strikes, lockouts, epidemics, explosions, trade disputes or labour disturbance, the act or omissions of government, highway authorities, other telecommunications operators or administrations or any other competent authority, the obstruction by a third Party of line of sight between microwave installations, war, military operations, embargos, acts of terrorism or riot, difficulty, or delay in manufacture production or supply by third Parties of any equipment necessary to provide the Service.
“Inclusive Charges”	means the bundled Call Charges and/or Usage Charges included in the Monthly Charges as set out in a Quotation and subject to the Fair Use Policy.
“Intellectual Property Rights”	(IPR) all intellectual and industrial property rights anywhere in the world, including, without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, service marks, database rights, moral rights, topography rights, commercial or confidential information, know how or trade secrets, and any other rights of a similar nature whether or not any of the same are registered, and the right to apply for any of them.

“Implementation Plan”	means the project plan, functional designs, technical specification and testing procedures stipulated by the Company pursuant to an Order.
“Initial Period”	shall mean the initial term for the supply of the Services, the commencement and duration of which are as set out in an Order.
“Legislation”	means but is not limited to any law, legislation, statute, authorisations, permissions, rules, regulatory regimes, orders and guidelines, including the Phone-paid Services Authority Code of Practice as defined on https://psauthority.org.uk/ , the Office of Communications (OFCOM) code of practice (including the National Telephone Numbering Plan or NTNP), the Bribery Act 2010, Data Protection Legislation and in each case any successor legislation as may from time to time be issued.
“Licence/s”	means collectively the Named User Licences and the Concurrent Licences purchased by the Customer.
“Monthly Charges”	means the recurring monthly Licence charges for the use of the Services as set out in an Order under the description “Charge Summary: Monthly Charges”.
“Named User Licence”	means a licence for the use of the Services per user.
“Network Operator”	means any ECNP used by the Company from time to time for the conveyance of telecommunications Call Traffic.
“Numbers”	means the numbers supplied by the Company from its blocks of numbers allocated to it by OFCOM or another Network Operator or a supplier within the jurisdiction of any other competent regulatory authority under this Agreement as part of the Service.
“Order”	means an order placed by the Customer for Services under this Agreement.
“Personal Data”	means any information relating to a Data Subject and includes “personal data” within the meaning of UK Data Protection Legislation
“Policies”	means those policies and procedures as notified to Customer by Company from time-to-time.
“Problem”	means a problem in functionality not defined as a Defect arising from the Customer’s use of the Service.
“Professional Services”	means the consultancy and Customer-specific configuration services by Cirrus required to set up the Services and other consultancy services required by a Customer from time to time.
“PSTN”	means the Public Switched Telephone Network.

“Quotation”	means a quotation and any Cirrus Design Documentation provided by the Company to you, against which an Order may be raised.
“Receiving Party”	means a Party that receives Confidential Information from the Disclosing Party
“Regulator”	means the implementer of a Code of Practice, the police or any other regulatory authority.
“Renewal Period”	means a renewal period of an Order subsequent and equivalent to the Initial Period.
“Service(s)”	means those products, services, Numbers, Licences and any other Professional Services offered by us in a Quotation and requested by you in an Order.
“SLA”	means the Service Level Agreement set out on an Order.
“Service Acceptance”	means the Customer’s deemed acceptance of the Service at the point when the Implementation Plan reaches “Phase E Build”.
“Service Provider”	means a company which falls within section 120(9)(a)-(d) or section 120(10) of the Communications Act 2003 who contracts with or enters into arrangements with a Network Operator for use of the Network Operators facilities in the provision of the Service.
“Set-Up Charge”	means a one-off charge for Professional Services in setting up the Service as specified in an Order under the description “Charge Summary: Set-Up Charges”.
“Specification”	means the specification set out on an Order.
“Support”	means the support provided by us to you following the delivery of the Services as specified on an Order.
“Telephony Equipment”	means any hardware or equipment provided by us to you pursuant to the delivery of a Service.
“Terms”	means these terms including those terms contained on an Order, and any other terms & conditions as may from time to time be agreed in writing by the authorised representatives of the Parties.
“Termination Notice”	means the notice provided by one Party to the other with respect to termination of this Agreement.
“Users”	means users of the Service.
“Usage Charge”	means any usage charge details of which may be found in an Order “Charge Summary and Call and Usage Charges” or as notified to you by us from time to time.

- 1.2 Unless the context otherwise requires, any reference in this Agreement to:
 - 1.2.1 A section clause, sub-clause or schedule means a section clause, sub-clause or schedule, as the case may be, of this Agreement.
 - 1.2.2. The singular shall be deemed to include the plural and vice-versa; and
 - 1.2.3 Any provision of a statute shall be construed as a reference to that provision as amended, modified, re-enacted or extended from time to time.
 - 1.2.4 The headings in this Agreement shall be for ease of reference only and shall not affect the construction of this Agreement.

2. The Services

- 2.1 In consideration for your signature of this Agreement and the consideration described in an Order, we will provide you with the Services as set out in that Order.
- 2.2 This Agreement only grants you a licence to use the Services and Licences. This Agreement does not transfer any right or interest to you.
- 2.3 Where relevant, your use of the Services shall be subject to these Terms and is limited to viewing and downloading call detail records, statistical information and billing data and activating, managing, and deactivating Services, Numbers, and Licences.
- 2.4 All Orders for Professional Services may be subject to agreement of an Implementation Plan.
- 2.5 We shall have the right to make changes to the Services from time to time, including changes required for security, maintenance, compliance with Legislation, Code of Practice, Regulator requirements, Network Operator requirements, or to maintain or improve the Services, provided that such changes shall not materially and adversely affect the core functionality of the Services purchased under the relevant Order. Where a change materially and adversely affects the core functionality of the Services purchased under that Order, and we are unable to remedy the adverse effect within a reasonable period, you shall be entitled to terminate the affected Contract in accordance with clause 7.2.1.
- 2.6 Where the Monthly Charges include Licences, each user of the Service will require a Licence, irrespective of them using the Licence continuously or not.

3. Obligations

3.1 MUTUAL OBLIGATIONS OF BOTH PARTIES

Both Parties undertake and agree to:

3.1.1 Act lawfully, properly and in good faith and comply with all applicable Legislation in relation to the use of the Service.

3.1.2 Provide each other with all information and support that the other reasonably requests to discharge its obligations properly and efficiently under this Agreement.

3.1.3 Not make any negative statement about the other Party, whether such statements are oral, in printed advertising materials, in correspondence, on a website, or otherwise.

3.2 OUR OBLIGATIONS

We shall:

3.2.1 Support you with know-how, technical support and training to enable you to use the Services.

3.2.2 Perform any obligations under this Agreement with the reasonable care and skill of a competent ECNP.

3.2.3 Notify you as soon as reasonably practicable after we become aware of an actual or potential Defect or Problem which may cause interruption in your Service.

3.2.4 Provide you with advance notice of any planned suspension of the Service including where possible the estimated timing and duration of such suspension in accordance with the terms of the SLA.

3.2.5 Subject to 30 days' notice and consultation with you, withdraw the Numbers or Service in the case of any Numbers supplied as part of the Service that are not used for a period of six consecutive months unless otherwise agreed between the Parties in writing.

3.2.6 In the event that any Regulator determines the misuse of the Services has occurred, take all appropriate action as determined by such Regulator.

3.3 YOUR OBLIGATIONS

3.3.1 We shall provide the Services directly to you for the term of each Order issued under this Agreement. You agree to fulfil the following obligations in consideration for the Services:

(a) comply with our reasonable orders and instructions from time to time in relation to the use of the Service, and

(b) provide all reasonable information requested by us and consent to us retaining, making copies of and making available under any Legislation the same, to assist us in the performance of our duties under any Legislation, and

(c) maintain and support your own equipment, except where agreed between the Parties through a separate Order for certain bespoke Professional Services, and

(d) implement and maintain reasonable and appropriate measures and safeguards to prevent unauthorised access to and/or use of the Services, and

(e) not allow the transmission, storage or distribution of any virus, malware or similar programs, files or codes, or any other materials containing the same, and

(f) except as may be allowed by any applicable law or to the extent expressly permitted by this Agreement (i) attempt to copy, modify, duplicate, create derivative works in any form or media or by any means, or (ii) attempt to de-compile, reverse compile or reverse engineer any part of the Service, or (iii) attempt to defeat any protection or security mechanisms related to the Service, or (iv) test the vulnerability of the Service, or (v) access or use the Service on or to service the systems or devices of a third party or for benchmarking or competitive purposes.

3.3.2 For you to be able to use the Services, you must provide certain data to us regarding the Users and your representatives, including but not limited to full name, e-mail address and contact details. Following receipt of such data, we will process the same using automatic data processing to enable us to administer and otherwise perform our obligations within the scope of the Services and to ensure that unauthorized persons do not gain access to the Services. You must also obtain the consent of the Users to allow us to process, store and retrieve Personal Data and session information on your representatives' end terminal equipment, through the use of "cookies" or otherwise. The purpose of such storage and retrieval of information is to enable the necessary login/logout procedures used in the Services and to ensure that unauthorized persons do not gain access to the Services. It shall be the obligation of Customer to obtain all necessary consents required pursuant to any applicable local or foreign laws and/or regulations.

3.3.3 You agree that you shall not make any amendments, alterations or changes to any parts of the Service except in accordance with your training and authorisation. Any changes made by you to the Service which cause any reduction in the Service are your sole responsibility and you shall be liable for all losses and damage caused to your Service as a result.

3.3.4 You shall inform us immediately of any changes in in your ownership or Control and of any change in your organisation, management or method of doing business that might be expected to affect the performance of your duties under this Agreement.

3.3.5 The Service is provided to you on an unrestricted capacity basis. In the event that you are aware of an event that would materially change your normal level of usage, you shall use your best endeavours to inform us of such a change as soon as reasonably practicable.

3.3.6 Your use of the Service is also subject to the following terms:

a) You acknowledge that the Service may be governed by various regulatory requirements, and you warrant that you will wherever applicable comply with all such regulatory requirements in relation to the use of the Service.

b) You will ensure that in regard to any audio that is used in conjunction with the Service:

- (i)
 - (i) you shall where required obtain a license under the PRS license requirements, further details of which can be found at <http://www.prsformusic.com> ;
 - (ii) you hereby indemnify us against any claim which is brought or threatened against us arising from your use of any audio;
 - (iii) you agree that you will not play ringing sounds to a caller once the call has been connected without playing audio that lets the caller know the call has been connected and is being charged for.

c) Numbers that do not incur rental charges, once activated, will be available for the use of the Customer until such time as they have been unused for a period in excess of six calendar months.

d) Security - you undertake to (i) safeguard and keep confidential any username and password allocated to you (ii) take all reasonable steps to protect the Confidential Information and Intellectual Property Rights of the Company and its licensors and (iii) not use the Service for any illegal, illicit or immoral purpose.

e) Emergency calls - the Services provided by the Company to you do not provide the facility to make 999, 112 (or in the USA 911 or any other) emergency service calls. You must ensure you have alternative facilities to make emergency calls and that Users are aware of how to make an emergency call. The Company does not accept any responsibility for the result of any attempts to make emergency calls through the service.

f) Dialler calls: If you use the dialler facility, you agree that you will comply with all Ofcom (or other Regulator) regulations relating to dialler services, and to follow the following guidance in configuring the dialler settings:

- (i) the Service must not be misused, considering the original intention of our service.
- (ii) the Service must not cause silent or abandoned calls.
- (iii) the Service must not cause public concern / harm (harm consists of anything from inconvenience or annoyance through to genuine anxiety) generally associated with abandoned and silent calls.

- (iv) the data must recently have been Telephone Preference Service (TPS) checked.
- (v) the service must not re-dial failed calls within a 24-hour period.
- (vi) If there is the possibility of making a call and an agent not being available, the Service must play an appropriate apology if it is answered and there isn't an agent available whilst mitigating the risk of leaving multiple unwanted messages on answering phone services.
- (vii) If the dialler will simply play a message to the called party, the call should not be unsolicited (without consumer's prior consent) and the CLI should be valid and appropriate.
- (viii) the service must be designed to be of value to the called party, rather than just canvassing. Any service that is obviously canvassing must be notified in advance to us and you shall follow any guidance on the same issued by Cirrus before the service can be created.

4. Implementation, Support and Service Level

4.1 Implementation

- 4.1.1 We shall implement the Service in accordance with an Implementation Plan.
- 4.1.2 You shall take all such steps as are necessary to co-operate and assist us in providing the Service within the timescales defined in the Implementation Plan. Failure to do so may give rise to additional charges which shall be payable in accordance with Clause 5.
- 4.1.3 You will use your reasonable endeavours to provide our employees, subcontractors and anyone acting on our behalf in a timely manner and at no extra charge, with access to any premises, office, data and other facilities as required by us to carry out our obligations under this Agreement. We will normally only require access during the Business Day but may, on reasonable notice, require you to provide access at other times. We may agree to work outside 9-5pm on a Business Day but you shall pay our reasonable additional charges for doing so.
- 4.1.4 You shall ensure that you provide a suitable and safe working environment for our employees and anyone acting on our behalf at your site.
- 4.1.5 You consent to our review of your online reports and records relating to your use of the Services.
- 4.1.6 Unless otherwise stated, we may make a reasonable cancellation charge where:
 - (a) an appointment is agreed with you for us to work at your site, and we are unable to carry out the work at, or gain access to your site, or the appointment is broken; and/or
 - (b) you refuse access to us or anyone acting on our behalf; and/or
 - (c) you have

failed to agree with us an installation appointment date within 30 days from a previously agreed appointment date, where we are not at fault, and where we cancel any work due to take place at your site as a result. Any such cancellation charge shall be payable in accordance with clause 5 of the Agreement.

4.2 Support:

4.2.1 We shall provide Support to you prior to Service Acceptance in accordance with the terms set out in an Order.

4.2.2 If you do not place an Order for Support, we may provide Support to you at an additional charge.

4.3 Service Level: Following Service Acceptance, Support for the Service shall be provided to you in accordance with the SLA set out in an Order.

5. Charges and Payments

5.1 You shall pay all amounts payable to us in accordance with the Terms and by the Due Date.

5.2 All amounts specified in an Order are exclusive of any applicable Value Added Tax.

5.3 All Set-Up Charges, as set out in an Order, are payable at the point of our acceptance of the Order.

5.4 All Charges and the date from which the Monthly Charges shall commence and are payable as set out in an Order. For the avoidance of doubt, the Monthly Charges, together with any Call Charges and/or Inclusive Charges where we provide you with Numbers, represent your minimum contractual commitment to us for the term of each Order. The porting of Numbers away from Cirrus during the term of an Order will constitute a material breach of these Terms.

5.5 We shall provide you with the billing information (including call detail information) as is reasonably sufficient to enable you to verify the details of our invoices.

5.6 If for any reason you dispute the amount of our invoice you shall advise us in writing ("Payment Dispute Notice") within 14 days of the invoice being received. If you fail to provide a Payment Dispute Notice within 14 days, you shall be deemed to have accepted the invoice.

5.7 If we uphold a Payment Dispute Notice, we will deduct and/or set off an amount limited to the disputed amount from your next invoice. This shall not entitle you to deduct and/or set off any amounts due on any Due Date.

5.8 **All undisputed payments received by us are non-refundable.**

- 5.9 In the event of late payment of any charges by you, you shall be liable to pay interest at the rate of 4% per annum above NatWest Bank Plc's base rate from time to time.
- 5.10 A charge of £60.00 (or as we may from time to time reasonably determine) is payable to cover costs in the event that any payment by you (whether by cheque, direct debit or otherwise) is dishonoured by your bank.
- 5.11 In the event of any increase in the amount charged to us for the supply of the Service (or any part thereof) we may vary the charges payable for the Service provided always that the percentage increase in charges will not exceed the percentage change in the amount charged to us.
- 5.12 Notwithstanding the generality of clause 5.11, Monthly Charges are subject to price indexation for each year of the term of an Order from the first anniversary of the Commencement Date, based on the prevailing CPI Index on that date plus 3%, and the increased Monthly Charges shall be applied to all Services howsoever billed and consumed from the date of increase onwards.
- 5.13 In the event of a delay in the fulfilment of your obligations under clause 4, we may make a reasonable charge for the reimbursement of our direct costs arising from such delay.
- 5.14 You may increase the number of Licences and Services required under an Order at any time and the new Licence and / or Service totals shall represent your minimum contractual commitment to us unless reverted within 90 (ninety) days. For the avoidance of doubt, such additional Licences and Services shall constitute a separate Order under this Agreement. .
- 5.15 We may at our sole discretion request you to pay; a deposit in advance as security for payment of your invoices; and/ or to provide a parent company guarantee; and/ or to provide a bank guarantee.
- 5.16 Your Aggregate Payment Liability shall not exceed your Credit Limit, which shall be agreed between us from time to time. If the Aggregate Payment Liability exceeds the Credit Limit you shall, on written notification from us, make immediate payment of the amount demanded by us (which for the avoidance of doubt shall be the balance between the Aggregate Payment Liability and the Credit Limit.)

6. Term

- 6.1 This Agreement shall commence on the date of signature and shall continue unless and until terminated by either Party in accordance with clause 7.
- 6.2 **The term of each Contract shall commence on the Commencement Date and continue for the stipulated Initial Period and thereafter shall renew automatically for the term of the Renewal Period unless terminated in accordance with clause 7.**

7. Termination and Suspension of Services

- 7.1 Termination of this Agreement for any reason shall not affect any rights or liabilities accrued at the termination date and all other rights and licences of the Customer under this Agreement shall terminate on the termination date.
- 7.2 Either Party may terminate any Contract by providing at least 90 days' written notice to the Other prior to the expiry of the Initial Period or Renewal Period, as the case may be.
- 7.2.1 You may terminate a Contract at any time as a result of our material breach of warranties under this Agreement which (if capable of remedy) remains un-remedied 40 days after written notice from you.
- 7.3 Without prejudice to any of our rights under this Agreement, we may terminate this Agreement and/or any Contract with immediate effect following service of a Termination Notice if:
- 7.3.1 You shall fail to observe or perform any term of this Agreement or shall be in breach of any term and such default or breach (if capable of remedy) shall continue un-remedied 20 days after notice in writing specifying the breach and requiring the same to be remedied has been given, or
- 7.3.2 You are adjudicated bankrupt or make a voluntary arrangement with your creditors or a receiver or manager is appointed over all or part of your assets or you are subject to an administration order or a winding up order is made against you or you go into liquidation except for the purposes of a scheme of re-construction or amalgamation or other similar events occur in relation to your solvency, or
- 7.3.3 You or any of your Associated Undertakings wilfully damages our reputation and good name, or
- 7.3.4 If in any period of 12 months there shall have been any delay or failure in performance under this Agreement on your part or resulting from any occurrence of an event or events of Force Majeure which delay, or failure shall have continued for an aggregate period of 6 months, or
- 7.3.5 We have reasonable grounds to suspect that you are involved in fraudulent or other unlawful activity, or
- 7.3.6 You are in breach of any specific payment terms or other conditions required as a result of the application of sanctions or export restrictions to an Order.
- 7.4 Following the termination of this Agreement under clause 7.3:
- 7.4.1 you shall immediately pay to us any sums due under this Agreement

7.4.2 both parties shall discontinue the use of and (if and to the extent requested by the other party) destroy or deliver up to the requesting party all documentation containing Confidential Information of the requesting party and/or (to the extent requested by the requesting party) erase from any computer under its control any documents or files containing or referring to that Confidential Information in a manner that makes the erased data irrecoverable. You shall ensure that any measures you take under this clause will not permanently erase or damage any part of our network.

7.5 It is expressly agreed that we shall not be liable to pay any severance payment or compensation to you for loss of profits or loss of goodwill or for any other loss or damage howsoever arising as a result of the expiry or termination for whatever the reason of this Agreement.

7.6 Without prejudice to any other of our rights under this Agreement, we may immediately suspend the provision of the Service (in whole or in part) without any liability whatsoever to you if (i) we have served a Termination Notice under clause 7.3 or (ii) if you are in breach of your obligations under clause 5 or (iii) suspension is required in order to comply with any Legislation a Regulator requirement or direction, or any requirement of a Network Operator or other supplier used to provide the Services or (iv) suspension is necessary to protect the security, integrity or operation of the Company's network or the Services or (v) continued provision of the Services would expose us to material risk of liability, sanction or loss of authorisation, numbering rights or interconnect. Where reasonably practical we will give you prior notice of any suspension under this clause 7.6 and will use reasonable endeavours to restore the Services promptly once the grounds for suspension have been remedied or ceased. Suspension under this clause shall not relieve you of your duty to pay Charges accrued prior to suspension and Charges shall continue to accrue during any suspension arising from your acts or omissions.

7.7 In the event of your termination of an Order within the Initial Period or any Renewal Period, without prejudice to any other rights or remedies we have, you shall be obliged to immediately pay to us as a genuine pre-estimate of loss and/or as liquidated damages reflecting any minimum contractual commitment under the relevant Order:

7.7.1 100% of the remaining Monthly Charges set out in each Order from the termination date to the expiry of the Initial Period or Renewal Period, and

7.7.2 Call and Usage Charges from the date of the Termination Notice to the expiry of the Initial Period or any Renewal Period for any Order which shall be based on the preceding 3 months' Call and Usage Charges, or if terminated within the first 3 months following go-live, such Call and Usage Charges as shall have been reasonably anticipated by the Company.

THE CUSTOMER HAS ACCEPTED THE PROVISIONS OF CLAUSE 7.7 TO ORDER THE SERVICES AND UNDERSTANDS THAT THIS AGREEMENT IS CONTINGENT ON SUCH ACCEPTANCE.

- 7.8 The provisions of clauses 8 and 9 shall survive termination of this Agreement together with any other provision which either expressly or impliedly is intended to survive termination or expiry.

8. Confidential Information

- 8.1 The Receiving Party shall and shall procure throughout the period of this Agreement and for a period of three years following termination or expiry that its officers, employees and agents shall preserve the confidentiality of Confidential Information and shall not disclose or permit to be disclosed any Confidential Information to any third parties except:
- 8.1.1 to the extent that such disclosure is strictly necessary to enable the Receiving Party to perform its obligations under any Contract or under this Agreement; or
 - 8.1.2 to the extent required by law or by any governmental or regulatory authority; or
 - 8.1.3 to the extent that Confidential Information enters the public domain otherwise than through a breach of the terms of this Agreement by the Receiving Party.
- 8.2 Neither Party nor any of its respective officers, employees or agents shall be entitled to make use of any Confidential Information other than during the continuance of this Agreement and then only to enable it or them to carry out its or their obligations pursuant to this Agreement.
- 8.3 The Disclosing Party makes no express or implied warranty as to the accuracy or completeness of the Confidential Information, and all liability based on the Confidential Information is excluded.
- 8.4 Each Party shall have in place industry-standard policies, procedures, training programmes and draft confidentiality agreements to ensure that its employees are able to identify, and label Confidential Information disclosed by the other Party and deal with it in accordance with the obligations imposed under this clause 8. Each Party will upon reasonable written notice disclose to the other on a regular basis details of its policies, procedures and standard documents relating to confidentiality.
- 8.5 The Parties acknowledge that any breach of this Clause 8 may cause immediate and irreparable injury to the Disclosing Party, who shall be entitled to take whatever action may be necessary at law or in equity to protect its Confidential Information, including, without limitation, injunctive or other equivalent relief.

9. Intellectual Property Rights

- 9.1 The Parties agree and acknowledge that all Intellectual Property Rights in connection with the Service, the Numbers and associated literature and documentation, are and shall remain the property of the Company and/or its licensors, that this Agreement does not grant the Customer any rights to, under or in any IPR or any other rights or licences in respect of the same and that the Customer shall not cause or permit anything to be done (or not done) which may damage or endanger the Intellectual Property Rights.
- 9.2 You will not use any trademark of the Company so as to prejudice its distinctiveness or validity or the goodwill of the Company or the Company name therein nor in any way use the name or any part of the name or any logo or getup of the Company or the trade names or any part of the trade names of any part of the Service on or in connection with any telecommunications service facility or product other than the Service save as provided above.
- 9.3 You shall ensure that all references to and use of any Intellectual Property Rights are approved in writing by us and contain an acknowledgement in the form approved in writing by us of our ownership of the same.
- 9.4 You shall keep us promptly and fully notified of any actual, threatened or suspected infringement of or any action, claim or demand or proceedings in relation to any of the Intellectual Property Rights which may come to your attention and shall render to us all assistance which we reasonably require in connection therewith including taking or resisting any proceedings.

10. Exclusion and Limitation of Liability

- 10.1 The remedies set forth in these Terms shall be the Customer's sole and exclusive remedies for any breach of the Agreement by the Company. All other warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law, are to the fullest extent permitted by applicable law, excluded from this Agreement. YOU HAVE ACCEPTED THE DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE SERVICES AND UNDERSTAND THAT THE PRICE OF THE SERVICES WOULD BE HIGHER IF WE WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES.
- 10.2 Subject to clause 10.5, neither we nor any of our officers employees or agents shall have any liability to you (including any of your officers, employees or agents) whatsoever for any of:
- i. loss of profit,
 - ii. loss of business,
 - iii. wasted expenditure,
 - iv. depletion of goodwill and/or similar losses,

- v. loss or corruption of data or information,
 - vi. any special, indirect or consequential loss, costs, damages, charges or expenses.
- 10.3 Notwithstanding the generality of clause 10.2 we shall not be liable for any losses or damages sustained as a result of, but not limited to, any failure of any independent contractors' equipment including any software; your negligence or default; a fluctuation in mains voltage; faults or withdrawal of service of any ECNP software, line or equipment; electrical interference generated in or radiated by electric, electronic or other similar equipment or materials not supplied by us; the lack of availability or poor quality of any internet services; or the failure of any equipment which has not been provided by us or the failure of any equipment which is outside our control.
- 10.4 Subject always to Clauses 10.2 and 10.5, our maximum aggregate liability for any breach of the terms of this Agreement or otherwise in relation to the subject matter of this Agreement including but not limited to liability arising from contract, tort (including negligence), misrepresentation, restitution or otherwise shall in no event exceed 100% of the fees received by us from you for the Services excluding any Call Charges, Usage Charges or Set-Up Charges during the twelve months prior to such breach.
- 10.5 Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; and any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11. Indemnities

- 11.1 We shall indemnify you from and against any claims brought against you by any third party alleging that the Services infringe any enforceable patent, trademark or copyright, effective as of the Effective Date and shall hold you harmless against any losses payable by you pursuant to the adjudication or settlement of or otherwise incurred by you in connection with any such claims, provided that we are given prompt notice of any such claim and you do not make any admission or otherwise attempt to compromise or settle the claim and we are given sole authority to defend or settle the claim. Notwithstanding the forgoing, our obligations under this clause 11.1 shall not apply to infringement claims that are based upon:

11.1.1 the use of a Service in conjunction with any service not provided by us, or

11.1.2 the alteration of a Service by any person other than us, or at your request and specification.

In response to any such claim of infringement, we may at our sole option and expense (a) procure alternative licences to deliver the Services without infringement, (b) modify or replace elements of the Services to avoid infringement, or in the event that (a) and (b) are not reasonably practicable, terminate this Agreement and refund to

you any prepaid charges. The rights and remedies afforded to you under this clause 11.1 represent your exclusive remedy and our entire liability for any infringement claim arising under this Agreement.

- 11.2 You shall defend, indemnify and hold us harmless against any claims, costs, charges, damages, expenses or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the provision of the Services, up to the discontinuation, restriction or suspension of the Services as a result of your use of the Services and/or a breach of your obligations set out in this Agreement.

12. Warranty

- 12.1 We warrant to you that the Services will perform the functions substantially as described in an Order, when operated in accordance with your obligations under this Agreement. In the event of Defects that impede your use of the Services and that are attributable us, we undertake to act to rectify such Defects, solely by the Support described in the Order. We otherwise assume no responsibility for Defects or deficiencies in the Services.
- 12.2 We warrant to you that the Support and the Professional Services described in an Order will be performed in a professional and workmanlike manner.
- 12.3 To the fullest extent allowed by applicable law, the warranties and remedies set forth in these Terms and Conditions are exclusive and in lieu of all other warranties or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including but not limited to warranties, terms or conditions of merchantability, fitness for a particular purpose and satisfactory quality, all of which are expressly excluded. We make no warranty for your use of the Service, the Support and/or the Professional Services or combination of the Service with any third-party hardware or software.

13. Anti-Bribery and Compliance

Regardless of whether or not you are trading within the UK, the Parties shall:

- 13.1 comply with all Legislation, including but not limited to the Bribery Act 2010.
- 13.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 13.3 comply with any Policies, including ethical and anti-bribery policies and sanction or export restriction policies.

- 13.4 have and shall maintain in place throughout the Term their own policies and procedures, including adequate procedures under the Bribery Act 2010 and Economic Crime and Corporate Transparency Act 2023, to ensure compliance with any Legislation and Policies and will enforce them where appropriate.
- 13.5 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by a Party in connection with the performance of this Agreement.
- 13.6 immediately notify the other Party if a foreign public official becomes an officer or employee of the Party and each Party warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement.

14. Data Protection

- 14.1 The Parties shall each comply with their obligations under the applicable Data Protection Legislation. For the purposes of this clause 14, “Personal Data” includes any “personal data” within the meaning of the Data Protection Legislation.
- 14.2 With respect to any Personal Data processed on your behalf under the Agreement, it is agreed that you are the data controller, and we are the data processor in relation to that data. We shall process the Personal Data only in accordance with the terms of the Agreement, our Data Protection Policy, Data Protection Legislation; any other existing or future law, directive or regulation relevant to the Processing of your Personal Data, and your lawful written instructions reasonably given to us from time to time. Both parties will employ appropriate technical and organizational measures to protect such Personal Data. As data processor, we may appoint sub-processors for parts of our processing of Personal Data, provided however, that the sub-processor assumes the same obligations as are imposed on us as data processor. Under no circumstances will we be deemed a data controller with respect to Customer Data and any Personal Data. In respect of Customer Data that constitutes Personal Data, we shall: (i) take appropriate technical and organisational measures against unlawful and unauthorised processing of the Personal Data and against accidental loss, destruction of and damage to the Personal Data, alteration or disclosure of the Personal Data to any third party; (ii) take reasonable steps to ensure the reliability of all of our personnel (whether employees or contractors) that may have access to the Personal Data and to ensure that they are adequately trained in the good handling of Personal Data; (iii) act only in accordance with your instructions in relation to processing the Personal Data and not use the Personal Data for any purpose other than to provide the Service under the Customer Agreement, our privacy policy, or as may be required by applicable UK Data Protection Legislation.
- 14.3 You acknowledge that we rely on you for direction as to the extent to which we are entitled to use and process the Personal Data you provide us with. Consequently, we will not be liable for any claim brought by a data subject arising from any action or

omission by us, to the extent that such action or omission resulted from your instructions.

- 14.4 You agree and consent to us and the Network Providers that we use in providing the Services having the right to access your account and to use, modify, reproduce, distribute, display and disclose Customer Data, including any Personal Data, to the extent necessary to provide the Services, including, without limitation, in response to Support requests. Any such Network Providers we use will only be given access to your account and Customer Data as is reasonably necessary, in our discretion, to provide the Service and will be subject to: (i) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in the Agreement and (ii) their agreement to comply with the Personal Data restrictions, including transfer restrictions, set forth in this Clause 14.
- 14.5 We will promptly notify you if we receive a request from a Data Subject to access that person's Personal Data; a complaint or request relating to Customer's obligations under applicable data protection legislation; or any other communication relating directly to the processing of any Personal Data in connection with the Agreement. We will provide you with reasonable co-operation and assistance in relation to any complaint or request made in respect of any Personal Data processed by Company on your behalf, including by providing you with details of the complaint or request, complying with any data subject access, rectification or deletion requests (within the relevant timescales set out in applicable Data Protection Legislation) and providing you with any Personal Data we hold in relation to a person making a complaint or request (again, within a reasonable timescale).
- 14.6 You represent to us that you are in compliance with all applicable UK Data Protection Legislation, you have obtained all necessary rights and consents under applicable law to disclose to us, or allow us to collect, use, retain and disclose any Personal Data that you provide to us, or authorise us to collect, including information that we may collect directly from your customers via cookies or other means, and that we will not be in breach of any such laws by collecting, receiving, using, transferring and disclosing such information in connection with the Service. You are solely responsible for disclosing to your Users that we are processing Personal Data for you and obtaining data from such customers. You must disclose to your agents and other Users that such data may be subject to disclosure as required by applicable law.
- 14.7 You agree to notify us of: (i) any limitations in your privacy notice to Data Subjects; (ii) any changes in, or revocation of, consent by a Data Subject to use or disclose Personal Data; and (iii) any restrictions on the use of Personal Data to which you have agreed in accordance with your agreements with data subjects; in each case, to the extent that such limitations, changes or restrictions may affect our use or disclosures of Personal Data.

- 14.8 If you receive Personal Data through the use of the Service, you must keep such information confidential and only use it in connection with the Service. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you receive the express consent of the Data Subject to do so. You may not disclose any acquired Personal Data to any third party, other than in connection with processing of transactions or the provision of Services requested by Users of the Service.
- 14.9 We will delete, or at your written request, return all Customer Data and any Personal Data we may hold within a reasonable period of termination of this Agreement, or upon our reasonable determination that the information is no longer necessary for the purposes for which such information was collected or retained, in our sole discretion. You acknowledge that we may archive Customer Data and Personal Data rather than delete such data during the term of this Agreement.

15. General

- 15.1 Neither Party shall have any liability whatsoever or be in default for any delays or failures in performance under this Agreement resulting from any occurrence of an event of Force Majeure provided that this shall not apply to relieve you of any payment obligation where the occurrence or event consists of your non-payment or late payment. The occurrence or existence of any event of Force Majeure shall be immediately notified by the affected Party in writing to the other. The affected Party shall use all reasonable endeavours to mitigate and remedy the effect of such Force Majeure.
- 15.2 No Party shall assign, sub-contract, delegate, transfer, mortgage, charge or otherwise dispose of or deal with this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 15.3 Either Party may assign, transfer or subcontract any or all of its rights and obligations under this Agreement to an Associated Undertaking for so long as that company remains a member of the assignor's group.
- 15.4 You hereby grant us the right to make reference to the supply of the Services to you by us on our website and other advertising media.
- 15.5 No amendment to this Agreement is effective unless in writing and signed by both Parties or an authorised representative of the Parties. We shall have the right by notice in writing to you to modify the Agreement at any time in order to comply with any relevant regulations or other requirements applicable to or imposed on us by our Suppliers or by any Regulator, and your continued use of the Services shall constitute acceptance of any such changes.
- 15.6 Any notice required to be given pursuant to this Agreement shall be in writing (which includes by email) and shall be given by delivering the notice by hand at, or by sending

the same by prepaid first-class post (airmail if to an address outside the country of posting) to, the address of the relevant Party as set out in this Agreement or such other address as either Party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when sent (if sent by email or post).

- 15.7 You hereby agree that all restrictions and negative obligations imposed upon you by this Agreement apply equally to its Associated Undertakings and agree to procure that all such Associated Undertakings fully comply with all such restrictions and obligations.
- 15.8 Any delay or failure by a Party to exercise or enforce (whether in part or in full) any right, power, privilege or remedy under this Agreement shall not preclude the Party from any exercise or enforcement of that or any other right, power, privilege or remedy under this Agreement.
- 15.9 These Terms and any document referred to in this Agreement including an Order constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the Parties relating to it. For the avoidance of doubt, the terms of this Agreement including an Order shall take precedence over your purchase order terms and any terms of a Quotation save as expressly set out in an Order.
- 15.10 If any term, condition or provision of this Agreement are held by a court of law or any other authorised competent jurisdiction to be a violation of any applicable law statute or regulation or in valid, illegal or unenforceable that provision or part shall be deemed to be deleted from this Agreement and shall be of no force and effect and the remaining other provisions shall remain in full force and effect as if that term, condition or provision had not originally been contained in this Agreement.
- 15.11 Notwithstanding the foregoing, in the event of any such deletion the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
- 15.12 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.13 Each Party represents that it has the right, power and authority to enter into this Agreement and that it has taken all action necessary to enable it to exercise its rights and perform its obligations under this Agreement.
- 15.14 You recognise and agree that considerable time and effort and money has been expended by us in the training and development of all our employees and the loss of any such employee resulting from solicitation of that employee by you will cause substantial inconvenience and economic damage to us. You undertake and agree that

during the term of this Agreement and for a period of six months following the expiry of this Agreement you shall not directly or indirectly solicit away or attempt to solicit away any of our employees.

- 15.15 Nothing in this agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.15 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Executed for and on behalf of:	Executed for and on behalf of:
[Customer]	CIRRUS RESPONSE LIMITED
Signature.....	Signature.....
Name.....	Name.....
Title.....	Title.....
Date.....	Date.....