

## BROADBAND SERVICE AGREEMENT

The Company is a supplier of broadband services and the Client wishes that the Company provide those services to it.

This Broadband Service Agreement (“Agreement”) sets out certain terms applicable to the Company’s supply, and the Client’s acceptance, of those broadband services and forms part of the Contract between the Company and the Client for those services.

### 1. DEFINITIONS

1.1. Words beginning with a capital letter in this Agreement shall bear the meaning given in the MCC (as defined below) unless the context requires otherwise. The following definitions in this clause also apply in this Agreement.

“**Authority**” means OFCOM, the independent regulator and competition authority for the UK communications industries (including the Services), or any successor body to it.

“**Guidelines**” means any rules, codes, regulations or guidelines implemented by the Authority, whether before or after the Effective Date, that are applicable to the Services.

“**MCC**” means the Company’s Master Terms and Conditions of Contract.

“**Services**” means broadband services provided by the Company which are described on the Website as “connectAssure Business Broadband” and, the particular type of service (being, connectAssure Lite, connectAssure Plus or connectAssure Pro) is as identified in the Order Form.

“**Website**” means the Company’s website which for the time being is located at URL <http://www.telappliant.com>.

### 2. SCOPE OF SERVICES

The Client engages the Company to provide, and the Company agrees to provide, the Services to the Client on the terms of the Contract.

### 3. COMPANY’S OBLIGATIONS

#### 3.1. The Company:

- 3.1.1. shall provide the Services in accordance with the terms of the Contract;
- 3.1.2. shall license all software necessary for the provision of Services;
- 3.1.3. if provided for in the Order Form, shall hire and install such equipment as is necessary for the provision of the Services at the Client’s premises; and
- 3.1.4. if provided for in the Order Form, shall provide the maintenance services, at the Client’s cost, for the Company’s equipment installed at the Client’s premises.

3.2. If the Company has agreed to undertake the obligations specified in Clause 3.1.3 or Clause 3.1.4, the Client and the Company shall, in addition to this Agreement, enter into an “Equipment License and Maintenance Agreement”.

## 4. COMPANY'S WARRANTIES

The Company warrants that it has complied with and it shall, during the Term, continue to comply with the Guidelines.

## 5. CLIENT'S OBLIGATIONS

In addition to its obligations at Condition 5.2.2, the Client shall:

5.1. shall procure all necessary hardware, including VOIP telephone equipment, to use the Services in conformity with the Guidelines;

5.2. be solely responsible to procure and maintain sufficient and dedicated broadband connectivity through an internet service provider at the Client's premises to avail the Services;

5.3. shall be solely responsible to procure and maintain appropriate security infrastructure to connect with the Services; and

5.4. shall and shall procure that its staff keep confidential and secure all data, including user IDs and passwords, used to access or in relation to the Services.

## 6. INDEMNITY

6.1. The Client shall defend, indemnify and hold harmless the Company against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services, provided that:

6.1.1. the Client is given written notice of any such claim;

6.1.2. the Company provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and

6.1.3. the Client is given sole authority to defend or settle the claim.

6.2. The Company shall defend the Client, its officers, directors and employees against any claim that the Services infringe any United Kingdom patent effective as of the Effective Date, copyright, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

6.2.1. the Company is given prompt notice of any such claim;

6.2.2. the Client provides reasonable co-operation to the Company in the defence and settlement of such claim, at the Company's expense; and

6.2.3. the Company is given sole authority to defend or settle the claim.

6.3. In the defence or settlement of the claim, the Company may obtain for the Client the right to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to the Client. The Company shall have no liability if the alleged infringement is based on:

- 6.3.1. a modification of the Services by anyone other than the Company;
- 6.3.2. the Client's use of the Services in a manner contrary to the instructions given to the Client by the Company; or
- 6.3.3. the Client's use of the Services after notice of the alleged or actual infringement from the Company or any appropriate authority.

6.4. The foregoing states the Client's sole and exclusive rights and remedies, and the Company's entire obligations and liability, for patent, copyright, database or right of confidentiality infringement.

## 7. UNFORESEEN EVENTS

7.1. This Clause 7 is in addition to the provisions of Condition 17.2.

7.2. A party that is subject to an Unforeseen Event shall not be relieved of any obligation to pay money due under this Agreement.

## 8. SUSPENSION OF SERVICES

The Company may suspend the provision of the Services without any notice to the Client, if:

- 8.1. the Client fails to pay any Fees (or other charges) by the due date (as provided for at Condition 9.7.2);
- 8.2. the Client is in breach of any of the terms of this Agreement which the Company, acting reasonably, considers are capable of remedy;
- 8.3. the Client prevents or delays maintenance work (whether such maintenance work is scheduled or unscheduled);
- 8.4. the Company has reasonable grounds to believe that the Client is involved in activity that may constitute a criminal offence or is misusing the Services; or
- 8.5. a third party service provider or the Authority notifies (or informs) the Company that the Client's use of the Services is in breach of the terms of the Contract or the Guidelines;
- 8.6. the Company needs to carry out any unscheduled maintenance work; or
- 8.7. there is an Unforeseen Event.

## 9. TERM & TERMINATION

9.1. The term of the Contract shall be as provided for at condition 4 of the MCC.

9.2. Regardless of anything to the contrary in the termination provisions at Conditions 15.1 to 15.4 (inclusive), the Company may, without incurring any liability, terminate the Contract (in whole or part) with immediate effect by giving written notice to Client if the Company is entitled to suspend the provision of Services under Clauses 8.1 to 8.4 inclusive.

9.3. On termination of the Services provided under this Agreement (however arising) and notwithstanding anything to the contrary in Condition 15.5 or Condition 15.6, the Client shall be liable for all those Fees applicable for the Initial Term or the then current Renewal Term, as the context requires, together with any accrued but unbilled charges. All such sums shall become due and payable on termination.

9.4. If the Company has provided equipment to the Client under Clause 3.1.3, the Client shall, at its own cost, procure the decommissioning of such equipment and return it in good condition to the Company or its designee within seven (7) days of termination or expiry of this Agreement. 9.5. The termination rights of the parties specified at Condition 15.1 to Condition 15.4 (inclusive) shall be deemed modified only to the extent specified in this Clause 9.

## 10. CHARGES

In consideration of the provision of Services by the Company, the Client shall pay Company the Fees specified in the Order Form, as varied from time to time in accordance with the terms of the Contract.

## 11. PAYMENT TERMS

11.1. The provisions of Condition 9 shall be deemed modified only to the extent set out in the remainder of this Clause 11.

11.2. The Client shall pay the Fees due in respect of the first month of the Initial Term in advance of the Company delivering the Services to the Client. The Fees for months subsequent to that first month are payable on the first day of the next month.

11.3. Subject to the Company receiving a satisfactory credit check for the Client and the Client providing a Direct Debit mandate to cover all call charges due under this Agreement, such call charges shall be payable monthly in arrears.

11.4. If the Company receives an unsatisfactory credit check for the Client, or if the Client does not provide a Direct Debit mandate (for whatever reason), the Client shall pre-pay all call charges by credit card using either the Company's online payment portal or its telephone payment line. In either case, the Client shall make a minimum pre-payment of £100 (one hundred) pounds sterling.

11.5. The Company shall make available to the Client online the Client's call records. The Company shall provide the Client with instructions to access such call records.

11.6. If, during the Term, the Client requires any additional equipment or services the Company shall charge the Client pro-rate the fees payable for the first month using the following formula:(No of days from and including "In service" date to month end/30.42) x monthly fee. The fees for subsequent months shall be the full monthly fee and these shall be charged monthly with other Fees.

11.7. The Client shall pay all Fees and charges due to the Company under this Agreement by BACS, credit card or Direct Debit.

THE CLIENT AND THE COMPANY SHALL BE BOUND BY THE TERMS OF THE CONTRACT WHEN THE COMPANY ISSUES WRITTEN ACCEPTANCE OF THE CLIENT'S ORDER FORM.

e. Any charges for any additional equipment or services required during the terms of this Agreement will be pro-rated to the service charge date and then charged monthly with the other fees.

f. All fees and charges may be payable by BACS, Credit Card or Direct Debit Facility.

### 13. AVAILABLE STORAGE CAPACITY

a. For call recordings a storage capacity of 20GB will be provided or 1 month of call recording storage, whichever is smaller.

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