

INTEGER IT & TELECOM SERVICES LIMITED GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“**Terms**”) apply to any Service that you buy from Integer IT & Telecom Services Ltd, as a business customer. In addition to these Terms, we also have specific terms and conditions which apply to each particular Service we provide (“**Special Terms**”). Please review these General Terms alongside any Special Terms applicable to any Service we provide to you.

1. Interpretation in these Terms

1.1 Capitalised words in these Terms and any Order Form and Special Terms have the meanings set out in Schedule 1 (Definitions and Interpretation).

1.2 The words below have the following meanings:

- (a) “**You**” and “**your**” mean the Customer;
- (b) “**Integer IT & Telecom**”, “**we**”, “**us**” and “**our**” means Integer IT & Telecom as stated in the Order Form, or where no specific entity is stated, means Integer IT & Telecom incorporated and registered in England and Wales with company number 5340662 of JR Quarter, Moy Road Industrial Estate, Taffs Well, CF15 7QR;

1.3 In these Terms and any Contract:

- (a) any words following **including**, **include**, **in particular**, **for example** or similar shall be construed as illustrative and shall not limit the sense of the preceding words, description, definition, phrase or term;
- (b) clause, schedule, and paragraph headings are used for convenience only and shall not affect the interpretation of the Terms;
- (c) the Schedules form part of the Terms and shall have effect as if set out in full in the body of these Terms. Any reference to the Terms includes the Schedules;
- (d) a reference to **writing** or **written** includes e-mail but excludes fax, SMS or other informal electronic messaging systems;
- (e) references to times and dates are to times and dates in the UK;
- (f) references in this Agreement to a party shall apply to that party’s Affiliates where applicable in the context;
- (g) references to any legislation (and to any part of it) shall include a reference to it as amended from time to time and any subordinate legislation enacted under it; and
- (h) unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include any other gender.

1.4 In the event of any conflict between the provisions of these Terms, Special Terms and the Order Form, the following order of precedence shall apply: (i) the Order Form; (ii) the Special Terms; and (iii) these Terms.

2. Basis of a Contract

- 2.1 The Order Form shall be deemed to be accepted when Integer IT & Telecom issues written acceptance of it, at which point both parties will sign the Order Form and a Contract shall come into existence on the date of signature (the "**Commencement Date**"). The Contract shall comprise the Order Form, these Terms, and the Special Terms that apply to the Services under the Contract.
- 2.2 The Contract will start on the Commencement Date and, unless otherwise specified in the Order Form, will continue for the Contract Period, until terminated by either party pursuant to the terms of the Contract. The Services under the Contract will start on the date specified in the Special Terms or otherwise in the Contract (the "**Services Commencement Date**").
- 2.3 Each Contract that you enter into with us under these Terms is a separate contract with Integer IT & Telecom.
- 2.4 Each individual Service under a Contract may be provided from different Services Commencement Dates, for different durations and may also be provided to you by different Third-Party Providers (such that a Contract may have a number of Services provided under it that may be terminable separately, but which are included in the same Order Form). Each individual Service will continue (unless terminated earlier in accordance with the Contract) until the Services under such Contract and any minimum service periods for them have ended.
- 2.5 You must not sell or resell the Services or any part of them to a third party without Integer IT & Telecom's prior written approval.
- 2.6 Any proposal or quotation provided by us will only be valid for a period of 20 Business Days from its date of issue.
- 2.7 When you place an order you are acting for purposes that are related to your trade, business, or profession and this is a business-to-business transaction.
- 2.8 Any samples, drawings, descriptive matter, or advertising issued by Integer IT & Telecom or a Third-Party Provider, and any descriptions or illustrations contained in Integer IT & Telecom's or a Third-Party Provider's catalogues or brochures, are issued, or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.9 These Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 2.10 We are not contractually obliged to provide any service to you, until an Order Form has been agreed and a contract is formed between us. Up until this point, we may accept, reject, or cancel any order

for services.

- 2.11 Where an order is accepted, if this order is reliant on Third-Party Provider providing its services and that Third-Party Provider amends or cancels a service, then we reserve the right to cancel the service even after acceptance. Any amendment to accepted orders may be subject to agreement by a Third-Party Provider and may incur additional costs. You may be liable to pay cancellation fees where you cancel a Service prior to the provision of the Service.

3. Our Obligations

3.1 Integer IT & Telecom will (at our cost unless otherwise stated)

- (a) use reasonable endeavours to provide (or procure the provision of) the Services as set out in the Contract subject to these Terms, the Special Terms and any SLA document that we provide to you and as a competent telecommunications operator;
- (b) use reasonable endeavours to provide (or procure the provision of) the Services: (i) with reasonable care and skill; (ii) in accordance with any agreed service levels; (iii) materially in compliance with any service description; and (iv) by personnel who are appropriately qualified and skilled in the area into which they are employed;
- (c) use reasonable endeavours to meet any performance dates that are specified in the Contract (including, without limit, the Estimated Installation Date), but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. We shall not be responsible for any delay in providing Services that is caused by circumstances beyond our reasonable control (including without limit any delays caused by you such as failure to obtain consent to carry out required work at the Site or delay in you providing your instructions or approvals where required);
- (d) comply with Applicable Laws to the extent these are applicable to the provision of the Services;
- (e) where we attend on your Site, comply with reasonable security requirements notified to us in advance.

- 3.2 Integer IT & Telecom may make changes to the Services (including the Special Terms) if necessary to comply with any Applicable Law or safety requirement, where a Third-Party Provider makes changes, or where any change does not materially affect the nature and quality of the relevant Services. Examples of this may include where we make changes to reflect developments in technology used to provide the Service, we make upgrades or updates to any software provided as part of the Services, or where we need to protect the security of the Integer IT & Telecom network. We will use reasonable endeavours to notify you of any changes in advance. Where a Third-Party Provider makes changes to its services which impacts the Services, Integer IT & Telecom may pass on to you any additional charges that are required by the Third-Party Provider pursuant to such change.

3.3 Where service credits are agreed for a particular Service:

- (a) these will not be available to you to the extent that we are unable to meet a service level as a result of (whether directly or indirectly):
 - (i) any act or omission or fault by you, your personnel or a third party;

- (ii) any equipment that is not supplied by us or a Third-Party Provider;
 - (iii) any circumstances that are beyond our reasonable control (including without limitation the actions of a Third-Party Provider);
 - (iv) any failure by you to act on our or a Third-Party Provider's instructions;
 - (v) any suspension of the Services under these Terms;
 - (vi) any other event that is specified in the document setting out the applicable service levels and service credits that apply;
 - (b) the duration of any fault to which a service level applies, for the purpose of calculating any service credits, will be measured from the time that the fault is reported to us to the time that we can demonstrate that the Service has been restored to the standards set out in the document setting out the applicable service levels; and
 - (c) the provision of service credits will be your sole and exclusive remedy for our failure to comply with the applicable service levels.
- 3.4 Where a Service or part of a Service is provided by a Third-Party Provider and service credits are available as part of the applicable Service or part of a Service, we will use reasonable endeavours to claim any service credits on your behalf. Failure to procure service credits for you will not render us responsible or liable for any service level failure by a Third-Party Provider.
- 3.5 We shall not be obliged to provide you with any services or products that fall outside of the scope of Services set out in a Contract or where a contract has not been agreed between us.
- 3.6 Where installation services are to be provided by us or a Third-Party Provider or if an assessment is required as to the suitability of your Site for the Services, we or an authorised representative may carry out an inspection or survey at our discretion. Where on carrying on an inspection or survey we determine in our sole discretion that further works are required to be carried out to prepare the Site for the Services, or changes are made to the Site which impact the ability for us to provide the Services, additional fees may apply and failure to pay such fees may result in the termination of the Services and clause 12 will apply (including the payment of early termination fees).
- 3.7 We do not warrant that the Services (including those provided by a Third-Party Provider) will be continuously available, uninterrupted, error-free or Virus-free. It is technically impossible to provide an incident-free Service and we do not warrant or undertake to do so.
- 3.8 We are not under any obligation to monitor your usage and patterns of usage of any of the Services.
- 3.9 You accept and understand that some of the Services that we provide are supplied or reliant on Third-Party Providers. We are not responsible for, or in control of, any default or delay caused by a Third-Party Provider and will have no liability for this. Our sole responsibility in this regard will be to use reasonable endeavours to mitigate the impact on our ability to provide the Services. You note that support from applicable Third-Party Providers may be subject to certain time restraints.
- 3.10 Our obligation to provide, or continue to provide, any Services is subject to, and conditional on, any applicable Third-Party Provider's continual provision.
- 3.11 Where a Third-Party Provider is providing part or all of the Services, then where additional costs

are levied in relation to those Services, these will be passed on to and payable by you.

- 3.12 On occasion we, or a Third-Party Provider may suspend, alter, vary, limit or interrupt the provision, access and use of any Services or any part of them to perform maintenance, update, improvement, repair or upgrade work, to modify or expand the Services, or for other reasonable business purposes. We will use reasonable endeavours to give you prior notice of such activity. We will have no liability for any interruption, suspension, or non-availability caused by maintenance, update, or upgrade work.
- 3.13 You accept and understand that the operability, quality and availability of part or all of the Services may sometimes be affected by factors outside of our or a Third-Party Provider's control including without limit physical obstructions, atmospheric conditions and other causes of radio interference, faults in other telecommunications networks or other similar events. Our sole obligation where the Services are impacted in such a way is to use reasonable endeavours to overcome any issues that arise with the Services as a result of such factors outside of our control.
- 3.14 You agree and accept that although part or all of the Services may be provided to you by Third-Party Providers, unless otherwise stated in any agreement with a Third-Party Provider, you are not entering into a direct contract with any Third-Party Provider.
- 3.15 The existence of any minor or immaterial errors or discrepancies in the Services shall not constitute a breach of the Contract by us.

4. Your obligations

- 4.1 You confirm that you are legally set up as a business and are authorised to enter into the Contract and perform your responsibilities under it.
- 4.2 You will (at your cost, unless otherwise stated):
- (a) co-operate with us in all matters relating to the Services and provide all assistance as required to allow us to provide or procure the Services;
 - (b) appoint a manager in respect of the Services to be performed under an Order Form, such person as identified on the Order Form. That person shall have authority to contractually bind you on all matters relating to the relevant Services;
 - (c) ensure that the terms of the Order Form, any specifications, scope of works, or descriptions of the Services (where applicable), and any instructions that you provide to us are correct;
 - (d) provide us in a timely manner with any information, documents, access details, items, and materials that we may reasonably require to supply the Services and/or the provide the Equipment to you and that any information that you provide is complete and accurate;
 - (e) provide Integer IT & Telecom, our employees, agents, consultants, and subcontractors and any applicable Third-Party Providers, in a timely manner with access (including remote access) to your Site, office accommodation, network, IT infrastructure and systems, equipment, and other facilities as reasonably required by us to provide the Services. You will ensure and be responsible and liable for the suitability of the Site and safety of

- personnel whilst on Site. You will make us and our engineers aware of any restrictions on the Site prior to any works being completed;
- (f) prepare your Site for the supply of the Services in accordance with our instructions or good industry practice, including completing any preparation activities that we may request to enable you to receive the Services promptly and in accordance with reasonable timescales;
 - (g) inform us in advance of any health and safety and security requirements that apply to any of your Sites including making us and our personnel aware of any risks, hazards and fire procedures;
 - (h) ensure that you adhere to any agreed visit, inspection, and other appointment dates at your Site or at any other premises (including remote). Failure to adhere to any such date may result in an aborted visit charge;
 - (i) keep any appointments that we make with you to attend the Site for a survey, installation or to provide any part of the Services;
 - (j) ensure that your IT infrastructure and systems and any of your equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used and conforms to any applicable standards and requirements (including under any Applicable Laws);
 - (k) obtain any consent, licence, permissions, approvals and authorisations required to enable us to provide the Services to you prior to the date that the Services are to be provided and maintain these for the duration of the provision of the Services;
 - (l) keep all materials, equipment (including the Equipment), documents, and other property of Integer IT & Telecom (**Integer IT & Telecom's Materials**) at your Site insured and in safe custody at your own risk, maintain Integer IT & Telecom's Materials in good condition until returned to us, and not dispose of or use Integer IT & Telecom's Materials other than in accordance with our written instructions or authorisation;
 - (m) pay for the replacement and/or repair of any equipment (including the Equipment) which is lost or damaged (otherwise than by fair wear and tear, in our discretion) or destroyed by you, your personnel or a third-party whilst in your possession and control;
 - (n) not alter or move any Integer IT & Telecom's Materials, or do anything that is likely to damage or adversely affect their performance or use, or remove or deface any words or signs on the Integer IT & Telecom's Materials, or permit anyone else to do so;
 - (o) comply with Applicable Laws and make sure that any end-users do too and notify us of any changes to Applicable Laws that may impact your business or use of the Services (including without limit ensuring that any apparatus or equipment that links, attaches or connects to the Services conforms with Applicable Laws);
 - (p) comply with, and ensure any end-user complies with, our instructions, these Terms, our Fair Use Policy, and any other relevant documentation applicable to the Services (including any terms, documentation or instructions of a Third-Party Provider such as any EULA, fair or acceptable use policies, terms of use, and any other such terms and the instructions or procedures of any Third-Party Provider, which may be amended or modified by a Third-Party Provider from time to time). You acknowledge and accept that

our documentation or the documentation from a Third-Party Provider relating to your access and use of the Services may be updated and amended from time to time and you agree to comply with any updated documentation. The provision of some Services which are supported or provided by a Third-Party Provider may require you to sign or agree to the Third-Party Provider's terms or other documents;

- (q) keep full security copies of your software, applications, configurations, data and computer records in accordance with good computing practices, as well as maintaining comprehensive back-ups as required;
- (r) have and maintain adequate back-up, security, disaster recovery, business continuity and Virus checking systems and policies in line with good industry practices for your systems and data;
- (s) comply with any other obligations as may be set out in the Special Terms or any Order Form; and
- (t) notify us immediately in writing if for any reason your use of the Services may constitute a breach of Applicable Laws, or any or any order, instruction or request of any competent governmental authority or body.

4.3 You will ensure that any information, documents, materials, and data transmitted, accessed or hosted on or through the Services complies with Applicable Laws and any relevant applicable use policies and does not infringe any IPRs. You will indemnify us and our Affiliates against all losses arising out of or in connection with any claimed or alleged failure by you to comply with this clause 4.3.

4.4 Where we incur costs in relation to the same, we may charge you for such costs if you provide us with incomplete, misleading or incorrect information, or where you raise an issue or a fault which we, or a Third-Party Provider, cannot find or recreate in a test environment, or where it is found such fault is connected to or arises in relation to any equipment which is not provided by us or a Third-Party Provider.

When Integer IT & Telecom will not be responsible for the provision of the Services

4.5 Subject to a force majeure event occurring (in which case clause 16.2 applies), Integer IT & Telecom will not be liable or have any responsibility where we are prevented or delayed in carrying out an obligation as a result of (i) your failure to or delay in carrying out any of your responsibilities under the Contract; (ii) anyone other than Integer IT & Telecom or our Affiliates doing something, or failing to do something, that prevents or delays Integer IT & Telecom from being able to carry out its obligations; and (iii) where we are restricted or prevented by Applicable Law.

4.6 In circumstances where we are prevented or delayed in carrying out an obligation as a result of anything that you have done, or not done (a "**Customer Failure**"), then, in addition to our other rights and remedies and without liability to you, we will be allowed an extension of time to perform our obligations equal to the delay caused by you or, if the Customer Failure stops or creates a delay in use performing our obligations, suspend or cancel the Services and rely on the Customer Failure to relieve us from performance. We will not be liable for any costs or losses that you suffer arising out of our failure or delay to perform our obligations as set out under this clause 4.6. You will continue to be obliged to pay any Charges for prevented or delayed Services and will pay us on

demand our reasonable costs or losses incurred as a result of the Customer Failure.

If you do not comply with our Fair Use Policy or any other terms relevant to the Services

- 4.7 If you do not comply with our instructions, the Fair Use Policy or any other terms or documents applicable to the Services (including without limit any documents from a Third-Party Provider, and any instructions of a Third-Party Provider), you will be liable for any claims, losses, costs, or liabilities that Integer IT & Telecom incurs as a result.
- 4.8 When there is a serious breach of clause 4.7, Integer IT & Telecom may immediately suspend the Services (whether temporarily or permanently, at our discretion) and, where applicable, may report you and provide your personal information to a relevant law enforcement agency.

5. Charges and payment

- 5.1 You will pay the Charges as set out in the Order Form and/or the Special Terms or as otherwise agreed between us or (where Third-Party Providers are providing some or all of the Services) as stipulated by the Third-Party Provider. The Order Form may not contain all Charges that are payable by you, as these may be particularised elsewhere in the Contract. You will be responsible for paying the Charges for any access and usage of the Services, even where such access and use is by someone else (including Charges arising from unauthorised or fraudulent use).
- 5.2 Where we provide an estimate of our Charges for certain Services (including without limitation the provision of professional services or engineering work), this is provided based on the information and circumstances that are known to us at the time of preparing the estimation of Charges and represent our best effort to estimate in advance the Charges that will apply. These Charges may be subject to change where the Services carried out take a shorter or longer period of time than anticipated. We will use our reasonable endeavours to keep you updated on any changes to the Charges pursuant to this clause 5.2.
- 5.3 Where the Charges are based on an hourly rate for certain Services, we will charge you the actual amount of hours that it takes for us to carry out those Services. Where Charges are based on an hourly basis, the Services will be delivered during the same period from 9.00am to 5.00pm on Business Days.
- 5.4 Where the Charges are based on a day rate or half day rate, this is calculated on the basis of an eight-hour day between the hours of 9.00am to 5.00pm on Business Days for a full day rate, and four-hour half day carried out during the same window of hours for a half-day rate.
- 5.5 Unless stated in the Order Form, Charges are exclusive of all charges for insurance, packaging, packing, transportation, out-of-pocket expenses (including travel and subsistence expenses) and taxes or duties (including VAT), which will be payable by you in addition.
- 5.6 Unless otherwise agreed or set out in the Order Form or the Special Terms, invoices will be issued by Integer IT & Telecom on a monthly basis. You will pay each invoice submitted by Integer IT & Telecom within 30 days of the date of the invoice or as otherwise agreed in writing between us. Where the Charges or any part of them relate to Third-Party Provider fees that require different payment terms, you agree to make payment of these in accordance with the payment terms notified to you from time to time. Time of payment shall be of the essence of the Contract.
- 5.7 We reserve the right to invoice at any time for backdated amounts that are outstanding from a previous billing period which were not previously invoiced for technical or other reasons. Such amounts will be payable in accordance with clause 5.6. This will also include items that have been

identified as part of a reconciliation of charges against what was originally on the order form and such items and charges will form part of the same terms set out in the order form.

- 5.8 All sums payable to us will be paid in full without set-off, counterclaim, deduction or withholding (other than as required by law). We may set-off and/or withhold any payments to you against any other sums owed or liable to be paid by you under the Contract.
- 5.9 Without prejudice to any other right or remedy, if you fail to pay us any sum due under the Contract on the due date for payment:
- (a) you will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.5(a) will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%;
 - (b) we may suspend access to or provision of part or all of the Services until payment has been made in full; and
 - (c) you will pay any reasonable costs that we incur in trying to recover any amount that you owe to us, including amounts paid to debt collection agencies and legal costs.
- 5.10 In addition to other rights:
- (a) we reserve the right to increase the Charges under a Contract on an annual basis on or around 1st April each year in line with the percentage increase in the Retail Price Index (RPI) in the preceding 12-month period, plus 3.9%. The first such increase shall take effect on the first April to occur after the Commencement Date and shall be based on the latest available figure for the percentage increase in the RPI. If RPI is negative, the increase in Charges shall be 3.9%;
 - (b) we can increase our standard rates at any time which will apply from the date of increase to any new contract entered into between us, or for any services that we provide to you which fall outside of the scope of the Services provided under a Contract;
 - (c) we can increase our standard rates at any time for existing Contracts where such an increase is fair and reasonable in our discretion in order to bring the Charges in line with what we consider to be industry standard. We will provide you with at least 30 days' notice of any such change; and
 - (d) notwithstanding clause 5.10(a), where a Third-Party Provider increases its charges or requires additional charges, we may increase the Charges at any time by such amount including under any existing Contract where relevant or pass through any additional charges to you. We will endeavour to provide reasonable notice of such increase or additional charges.
 - (e) We reserve the right to apply a fee of £20.00 for any customer that does not currently pay by Direct Debit. We further reserve the right to amend this at any time. We will endeavour to provide reasonable notice of such increase or additional charges.
- 5.11 Cancellation charges may be payable by you where you cancel a Service that is provided in full or part by a Third-Party Provider prior to the provision of the Services. Where such cancellation

charges are raised by a Third-Party Provider we will pass these on to you and you agree to pay them in accordance with the terms of this clause 5.

- 5.12 Any invoice dispute must be brought to our attention in writing within 6 months of the invoice date. You will not be entitled to any credit or refund relating to disputes raised after expiry of this period.
- 5.13 Integer IT & Telecom may at any time:
- (a) require you to pay a deposit, pay the Charges in advance, provide a guarantee as security for payment of future invoices, or set a credit limit on your account;
 - (b) carry out a credit check on you. You will provide us with any information we need to do this; and
 - (c) apply any credit balance you may have with us to pay any sums you may owe to us (including where the sums owed are under a separate contract that you have with us).
- 5.14 Integer IT & Telecom will carry out regular reviews of the Services and a reconciliation of the invoices raised against the Services Provided. Where Integer IT & Telecom in carrying out this review discovers a discrepancy it shall either: (i) raise an additional invoice for Charges owed by you that have not been charged, which shall be payable in accordance with clause 5.6, or (ii) issue a credit note to you for Charges paid by you for Services that were not received, to be offset against the next invoice and any subsequent invoices. If the discrepancy is identified as a monthly service charge, we will automatically adjust the billing so it is correct moving forward.

6. Intellectual property rights

- 6.1 Unless otherwise set out in a Contract:
- (a) we, our Affiliates, or licensors will own all Intellectual Property Rights in the Services (including any Deliverables, software and Equipment) that pre-exist the Contract or are created during the performance of a Contract and except for the rights to access and use the Intellectual Property Rights in the Services as anticipated by the Contract and pursuant to any applicable licence terms or restrictions from a Third-Party Provider, you and any user will not acquire any ownership in the Intellectual Property Rights;
 - (b) Integer IT & Telecom gives you a revocable, limited, non-transferable, non-sublicensable, non-exclusive right to use the Intellectual Property Rights in the Services only for the purposes as required to use and receive the benefit of the Services under the Contract for the duration of the Contract only (such licence including for any Deliverables, software or Equipment where applicable and required for your use of the Services). You will not use the Intellectual Property Rights for any other purpose. As well as any terms contained in the Contract, you will comply with any Third-Party Provider or other licensor terms that apply to your access and use of the Services (including any Deliverables, software or Equipment);
 - (c) materials provided by you are your property. Where required to provide the Services, you grant us a full paid-up, royalty free, non-exclusive, sub-licensable licence to use such materials to perform the Services.

- 6.2 You will not, and will ensure your users do not, infringe any Intellectual Property Rights belonging to us, our Affiliates, or any licensor including without limit to copy, decompile, modify, or reverse engineer the Services (or any software therein), use the Services to create products or services that compete with the Services, or let anyone else do any of these actions, unless it is allowed by law or Integer IT & Telecom has given written consent.
- 6.3 Subject to clauses 6.4 and 6.5, if your use of the Services infringes, or allegedly infringes, a third party's Intellectual Property Rights, Integer IT & Telecom will indemnify you for claims, losses, costs, or liabilities brought against you as long as you:
- (a) inform Integer IT & Telecom promptly about the claim;
 - (b) give Integer IT & Telecom complete control of the claim straightaway;
 - (c) do not do anything to harm Integer IT & Telecom's defence; and
 - (d) provide assistance to Integer IT & Telecom in respect of the claim.
- 6.4 Where any infringement or alleged infringement of a third party's Intellectual Property Rights occurs pursuant to clause 6.3, if this relates to Services and/or Equipment (including software) that is provided by a Third-Party Provider or any other third party (and not directly from Integer IT & Telecom), then our liability under the indemnity at clause 6.3 is capped at the actual amount that Integer IT & Telecom can recover from the applicable Third-Party Provider or other third party under its contract with the Third-Party Provider or other third party, taking commercially reasonable steps which will be your sole and exclusive remedy under the indemnity at clause 6.3. Where we are able to pass on the benefit of any relevant indemnity to you from a Third-Party Provider or other third party, this will be your sole and exclusive remedy under the indemnity at clause 6.3.
- 6.5 The indemnity in clause 6.3 will not apply to any part of a claim where:
- (a) you have used the Services, or any part of them, with any equipment, software, or another service that Integer IT & Telecom has not supplied or provided consent for;
 - (b) you have modified the Services without Integer IT & Telecom's Permission;
 - (c) the claim results from any content, designs or specifications that have not been supplied by Integer IT & Telecom or on our behalf;
 - (d) you are using the Services in a way that Integer IT & Telecom has not agreed to, or in breach of our or a Third-Party Provider instructions or documentation (including without limit the Fair Use Policy or any end-user licence terms);
 - (e) you continue use of the Services after becoming aware of the allegedly infringing activity or claim;
 - (f) the claim results from our use of materials provided by you.
- 6.6 You will indemnify Integer IT & Telecom for any claims, losses, costs, or liabilities brought against Integer IT & Telecom that results from or is in connection with:
- (a) your use of the Services with equipment, software or another service Integer IT & Telecom has not supplied or provided consent for;

- (b) any modification of the Services without Integer IT & Telecom permission;
- (c) any content, designs or specifications that have not been supplied by Integer IT & Telecom or on Integer IT & Telecom's behalf;
- (d) your use of the Services in a way not permitted by this Contract, including in breach of our or a Third-Party Provider's instructions or documentation (including without limit the Fair Use Policy or any end-user licence terms); and
- (e) our use of any materials provided by you put us in breach of a third party's Intellectual Property Rights.

6.7 If a Service, or part of a Service, provided by us to you is likely to become subject to an Intellectual Property claim, we shall, where practicable:

- (a) obtain the right for you and any end user to continue to use the impacted Service, or part of the Service; or
- (b) modify or replace the impacted Service so that it becomes non-infringing without materially affecting its functionality.

7. Confidential Information

7.1 Each party will at all times keep all confidential information concerning the business, assets, affairs, customers, clients, or suppliers of the other party confidential and neither of us will disclose it unless one of us needs to do that:

- (a) to meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, Affiliates, officers, directors, advisors, and, for Integer IT & Telecom only, Integer IT & Telecom's subcontractors and suppliers, who need to know;
- (b) under Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the party disclosing it will give the other as much notice as reasonably possible before such disclosure.

7.2 The party disclosing the confidential information in accordance with 7.1(a) will ensure that those people comply with this clause 7.

7.3 Each of us will return or destroy the other's confidential information within a reasonable time of the other requesting this by issuing a notice.

7.4 Neither of us will use any of the other's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

8. Data protection

8.1 The parties agree that for the purposes of the Data Protection Legislation, you are the data controller, and we are the data processor. The details of processing of personal data for a particular Contract are set out in the Order Form.

- 8.2 You will ensure you have all necessary consents and notices for the lawful transfer and processing by us of personal data under a Contract.
- 8.3 We shall, in relation to personal data it processes on your behalf.
- (a) process that personal data only on your reasonable documented instructions unless required by Applicable Laws to otherwise process that personal data (in which case, we will promptly notify you before performing such unless those Applicable Laws prohibit us from doing so);
 - (b) put in place technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (c) ensure that all of our personnel who access or process such personal data are obliged to keep the personal data confidential; and
 - (d) not transfer personal data outside of the UK unless:
 - (i) either party has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies; and
 - (iii) this is compliant with the requirements under Data Protection Legislation by providing an adequate level of protection to transferred personal data;
 - (e) assist you, at your cost, in responding to requests from a data subject and in their compliance under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities in respect of our processing of personal data;
 - (f) notify you without undue delay on becoming aware of a personal data breach;
 - (g) at your written direction, delete or return the personal data and copies thereof on termination of the Agreement unless otherwise required by Applicable Law;
 - (h) maintain information necessary to demonstrate our compliance with this clause 8.3 and permit you, at your expense and with our prior written agreement, to audit our compliance. Unless otherwise agreed by us, audits will be limited to one per year, conducted during our regular business hours and notice of such audits (including a detailed audit plan describing the proposed date, scope, and duration) must be given to us at least 6 weeks in advance of the proposed audit date. The parties shall then agree the precise scope of the audit; and inform you if, in our opinion, an instruction infringes Data Protection Legislation.
 - (i) inform you if, in our opinion, an instruction infringes Data Protection Legislation.
- 8.4 We may from time to time appoint third party sub-processors of Personal Data. You consent to us appointing the third parties referenced in the relevant Special Terms and Order Form. You also give general consent to us to appoint or replace such third-party sub-processors as we consider appropriate. We will enter into a written contract with sub-processors that materially reflects the terms set out in this clause
- 9. Limitation of liability**
- 9.1 Integer IT & Telecom recommends that you obtain appropriate insurance cover to protect your

- business in case something goes wrong. This further extends to obtaining appropriate insurance to cover any equipment that is on rental from Integer IT & Telecom.
- 9.2 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise.
- 9.3 Nothing in this Contract excludes or limits the liability of either of us for any liability that cannot be lawfully excluded, including without limitation any liability for death or personal injury caused by negligence and fraud.
- 9.4 Other than those matters set out in clause 9.3, Integer IT & Telecom will not be liable to you for the following losses, no matter whether or not they are direct or indirect:
- (a) loss of profit, revenue, or anticipated savings;
 - (b) loss of sales, business, or contracts;
 - (c) loss of or damage to goodwill;
 - (d) loss from wasted expenditure, wasted time, or business interruption;
 - (e) loss, destruction, or corruption of software, data or information;
 - (f) third party costs, including costs of any third party supplier engaged as part of our Services (save where incurred as a result of our breach of contract, negligence, breach of statutory duty or otherwise); and
 - (g) any special, indirect or consequential loss or damage.
- 9.5 Subject to clause 9.3, our total aggregate liability to you arising out of or in connection with a Contract will be limited to the greater of:
- (a) £10,000, and
 - (b) the total amount of Charges paid by you under the Contract.
- 9.6 Both of us will take reasonable steps to mitigate each of our losses, even where that loss occurs as a result of anything that may give rise to a claim under an indemnity.
- 9.7 Where service levels are agreed for a particular Service and Integer IT & Telecom fails to meet a service level and service credits are to be applied, the only remedy available to you for that failure will be to receive those service credits.
- 9.8 Notwithstanding clause 9.5, where the Services are provided in full or part by a Third-Party Provider, our liability in relation to those particular Services or part Services will be limited to the actual

amount that Integer IT & Telecom can recover from the applicable Third-Party Provider under its contract with the Third-Party Provider (which may be limited to service credits), taking commercially reasonable steps which will be your sole and exclusive remedy in relation to any issues with such Services. Any exclusions or limitations that apply to the liability position in relation to those particular Services or part Services will apply under this Agreement.

- 9.9 Except for the terms expressly set out in this Agreement, and to the maximum extent permitted by law, all warranties, conditions, and other terms, whether express, implied, or statutory are excluded.
- 9.10 Unless you notify us that you intend to make a claim in respect of any event within the notice period, we will not have any liability for that event. The notice period for any event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds of the claim in reasonable detail.

10. Suspension or restriction of the provision of the Services

- 10.1 Notwithstanding clause 11.5, Integer IT & Telecom may interrupt, restrict, or suspend the Services or part of the Services (without liability to Integer IT & Telecom):
- (a) if we need to carry out any maintenance, update, or upgrade work;
 - (b) to implement a change as required under clause 3.2;
 - (c) where the Services are suspended or terminated by a Third-Party Provider;
 - (d) if you do not pay us on time and in the way described in clause 5;
 - (e) you commit a material breach of the Contract, including without limitation in relation to any applicable obligations relating to your use of the Services;
 - (f) if Integer IT & Telecom reasonably believes that we need to do so to protect the integrity or security of the Integer IT & Telecom network or systems;
 - (g) if Integer IT & Telecom is obliged to do so to comply with any order, instruction or request of any competent government authority or body (including without limit OFCOM), or to comply with Applicable Laws (including without limit if fraud is suspected); and
 - (h) if in Integer IT & Telecom's (or a Third-Party Provider's) reasonable opinion, improvements or repairs are required to be made to any networks or equipment (including the Equipment) relating to the Services.
- 10.2 If Integer IT & Telecom restricts or suspends the Service under clause 10.1, you will still have to pay the Charges that are payable for the Services.
- 10.3 If Integer IT & Telecom decides to restrict or suspend the Service for any of the above reasons, we will use reasonable endeavours to let you know beforehand as soon as we reasonably can.

11. Terminating the Contract when something has gone wrong

JR Quarter
Moy Road Industrial Est.
Taffs Well, CF15 7QR

T: 02920811488
E: sales@integerltd.com
W: www.integerltd.com

- 11.1 Without affecting any other right or remedy available to it, Integer IT & Telecom may terminate the Contract (in whole or in part) by giving the Customer 30 days' written notice.
- 11.2 Without affecting any other right or remedy available to it, Integer IT & Telecom may terminate the Contract, or any Service or part of a Service under a Contract, with immediate effect by giving written notice to you if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing to do so;
 - (b) You fail to pay any amount due under the Contract on the due date for payment and fail to pay all outstanding amounts within 30 days after being notified in writing to do so, excluding all genuinely disputed invoices that are part of an ongoing investigation.
 - (c) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - (e) the Customer's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (f) you are in breach of any Applicable Law, or we are required to do so under an order, rule, instruction or policy of a competent government authority or body.
- 11.3 We may terminate a Service, or part of a Service, at any time without liability on notice to you in circumstances where a Third-Party Provider terminates the Service or our contract with them for any reason, or where a Third-Party Provider materially changes its service offering where it can no longer provide services that are the same or similar to the Services.
- 11.4 Specific termination rights for a particular Service provided under a Contract, including any Minimum Term that applies to a particular Service, will be as set out in the Special Terms and/or Order Form.
- 11.5 Without affecting any other right or remedy available to it, Integer IT & Telecom may without notice suspend (permanently or temporarily, at our discretion) the supply of Services under the Contract or any other contract between us if:
- (a) you fail to pay any amount due under the Contract or any other contract between us on the due date for payment;
 - (b) you become subject to any of the events listed in clause 11.2(c) to clause 11.2(e), or

Integer IT & Telecom reasonably believes that you are about to become subject to any of them;

- (c) in Integer IT & Telecom's (or a Third-Party Provider's) reasonable opinion, the Services are being used unlawfully or fraudulently;
- (d) if Integer IT & Telecom (or a Third-Party Provider) reasonably believes that you have not complied with the Fair Use Policy, our instructions, or any other documentation provided in relation to the Services (including without limit any end-user licence agreement or acceptable use policy of a Third-Party Provider); and/or
- (e) you are in material breach of the Contract.

11.6 If Integer IT & Telecom suspends the Services under clause 11.3, you will still have to pay the Charges that are payable for the Services. Additionally, without prejudice to any other rights that we may have, if Integer IT & Telecom suspends the Services for any of the reasons set out at clause 11.5, and Integer IT & Telecom agrees to reinstate the Services then this may be conditional on:

- (a) Integer IT & Telecom applying a charge to start the Services again; and
- (b) prior to starting the Services again, Integer IT & Telecom may require you to pay the Charges that are payable for the Services upfront;

11.7 If You are a Small Business Customer, you can terminate a Contract for Comms Services or Network Services at any time prior to the commencement of the supply of those services

12. What happens when the Contract has ended

12.1 On termination or expiry of the Contract (or part of a Contract relating to specific Services) you will:

- (a) immediately pay to Integer IT & Telecom all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we will submit an invoice, which must be payable by you immediately on receipt;
- (b) pay to Integer IT & Telecom on request:
 - (i) any other charges that are due or payable (or become due or payable) in respect of the termination, including without limitation any third-party costs incurred by us as a result of the termination (including early termination charges from Third-Party Providers);
 - (ii) any and all Charges that are accrued up to and including the date of termination;
 - (iii) any costs that we would have recovered as part of the Charges had termination not happened. For the avoidance of doubt, where the Contract is terminated during any Minimum Term or any applicable Extended Term (as specified in the Special Terms or the Contract) then you may be required to pay in full the

remaining Charges that you would have paid had the applicable Minimum Term or Extended Term been completed by you (for example, any call charges or

exchange line rental charges). Where the total amount of Charges payable is not a fixed amount (for example, call charges as part of the Comms Services), the

Charges payable for the remainder of the Minimum Term or any applicable Extended Term will be calculated based on the average monthly value of the Charges accrued by you in the 6 months prior to the date of termination; and

- (iv) any other Charges detailed in the Order From or Special Terms as being payable on termination.
 - (c) immediately stop use of and return at your cost all property (including confidential information) belonging to us in your possession and control, including without limit any Equipment which has not been fully paid for. If you fail to return any physical property (including the Equipment), we may enter your premises to take possession of them. Until returned, you will be solely responsible for the safekeeping of any property (including the Equipment) and will not use them for any purpose not connected to the Contract;
- 12.2 Termination or expiry of the Contract will not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 13. Settling disputes**
- 13.1 If a dispute arises under the Contract (a “**Dispute**”) then unless expressly provided in the Contract, we will attempt to resolve the Dispute in good faith and (subject to clause 13.4) without legal proceedings. Where a Dispute arises, a representative of either party of at least manager level will give to a representative of the other party of at least manager level written notice of the Dispute, setting out the nature it with supporting evidence.
- 13.2 If the representatives under clause 13.1 are unable to resolve the Dispute within 10 Business Days of the date of the written notice provided under clause 13.1, then any party may refer the Dispute to be considered by senior members of the parties of at least director level (together the “**Executives**”).
- 13.3 The Executives shall seek to resolve the Dispute within 10 Business Days of the Dispute being referred to them and shall as soon as reasonably practicable (and in any event no later than 5 Business Days after a written request from either party to the other) meet (whether in person or virtually) in good faith and use all reasonable endeavours to resolve the Dispute.
- 13.4 If the Executives are unable to resolve the Dispute within 10 Business Days of the date that the Dispute was referred to the under clause 13.2, or either party fails to cooperate, the other party may commence court proceedings and clause 16.12 shall apply.
- 13.5 The parties agree that written or oral statements or settlement offers made during a Dispute process are confidential, will not be offered into evidence, disclosed, or used for any purpose other than this process, and will not constitute an admission or waiver.

14. Non-Solicitation and employment

- 14.1 You will not, without our prior written consent, at any time from the Commencement Date of a

Contract to the expiry of 12 months after the completion of the Services under the Contract, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, or subcontractor for us in the provision of the Services under the

Contract. Any consent given by us under this clause 14.1 may be conditional on you paying a reasonable sum to us for such consent.

15. TUPE

- 15.1 On the Services Commencement Date, you agree and acknowledge that, if there is any relevant transfer of employees to Integer IT & Telecom under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) or such other similar legislation or if any person claims that there is such a transfer, Integer IT & Telecom will not be required to take on such employees and shall be entitled to terminate any contract with the relevant employees.
- 15.2 You will indemnify Integer IT & Telecom in full for and against all claims, costs, expenses, or liabilities whatsoever and however arising incurred or suffered by Integer IT & Telecom including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
- (a) the termination by Integer IT & Telecom of the employment of any employees whose contracts of employment transfer (or are claimed to transfer) to Integer IT & Telecom; and
 - (b) anything done or omitted to be done in respect of any of the employees whose contracts of employment transfer (or are claimed to transfer) to Integer IT & Telecom which is deemed to have been done by Integer IT & Telecom by virtue of any employment regulations.

16. General Clauses

- 16.1 **Public Electronic Communications Services.** If and to the extent that the Services constitute Public Electronic Communications Services (as defined in the Applicable Laws) or are otherwise subject to Applicable Laws relating to telecoms, then:
- (a) we both agree to waive any obligations under the General Conditions of Entitlement or other Applicable Laws which we are permitted to do so, including not being obliged to provide any information that the General Conditions of Entitlement or Applicable Laws require;
 - (b) where the terms of the Contract conflict with or are incompliant with any mandatory provision of the General Conditions of Entitlement or Applicable laws, the applicable contract terms relating to the specific Services relevant to the conflict or incompliance shall be deemed modified solely to the extent necessary to remove the conflict or incompliance; and
 - (c) the parties acknowledge that we are not providing access to emergency services or emergency services providers. You shall ensure that you can contact relevant emergency service providers through an alternative means to the Services that we provide.
- 16.2 **Force Majeure.** We shall not be in breach of these Terms or the Contract or otherwise liable for any failure or delay in performance of our obligations if such delay or failure results from events, circumstances or causes beyond our reasonable control. We will use reasonable endeavours to find a solution to perform our obligations, however the time for performance of such obligations shall be extended accordingly.

- 16.3 **Transferring to another party and other dealings.** We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. Our Third-Party Providers may use subcontractors or any Affiliates to provide any applicable services. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent.
- 16.4 **No partnership or agency.** Nothing in a Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.
- 16.5 **Subcontracting.** You acknowledge and accept that we may sub-contract our obligations under the Contract without your consent (including to our Third-Party Providers). Subject to these Terms and any limitations herein, we remain responsible for the performance of any sub-contractors except where you directly engage with a subcontractor. Where the provision of the Services requires Microsoft licenses, this will require your acceptance of the specific Microsoft terms (such acceptance being implied where you accept the Services which require Microsoft licences). By agreeing to the Microsoft terms, your infrastructure will be hosted in a Microsoft data centre, and you will be subject to the terms between you and Microsoft. You authorise Integer IT & Telecom to sign any agreement with Microsoft on your behalf.
- 16.6 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter and neither party shall have a remedy in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 16.7 **Variation.** Except as set out in these Terms or where a variation is required to implement a change or update in the law or to align the Terms with the terms of a Third-Party Provider, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). These Terms may be updated and amended at any time for incorporation into new or future contracts.
- 16.8 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.9 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 16.9 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.10 **Notices.** A notice given to a party under or in connection with a Contract will be in writing and be deemed delivered: (i) if delivered by hand, at the time and date of delivery; (ii) if sent by email at

the time the email is sent to the address set out in the Contract, unless not sent on a Business Day, in which case 9.00am on the next Business Day, (iii) if sent to the business address of the relevant party as set out in the Contract or otherwise notified by a party in writing, 48 hours from the date of posting. This sub-clause does not apply to the service of proceedings.

16.11 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. For the avoidance of doubt, Integer IT & Telecom shall be entitled to enforce the Contract as required from time to time.

16.12 **Governing law and jurisdiction.** The Contract, and any dispute or claim (including non-

contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed 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 (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1

Definitions and Interpretation

The following definitions and rules of interpretation apply in these Terms and (where applicable) an Order Form and the Special Terms:

Affiliate in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time;

Applicable Laws: all applicable laws, statutes, regulations, and codes from time to time in force including without limitation any applicable telecoms regulations which govern the provision and use of electronic communications services and networks (including the General Conditions of Entitlement);

Business Day: a day other than a Saturday, Sunday, or public holiday in England, when banks in London are normally open for business;

Charges: the charges payable by you for the supply of the Services and/or Equipment in accordance with clause 5;

Commencement Date: has the meaning given in clause 2.1;

Contract: the contract between Integer IT & Telecom and you for the supply of Services and/or Equipment in accordance with these Terms, the Order Form, and any Special Terms;

Contract Period: the duration of each Contract entered into pursuant to these Terms, which will be the period of time starting from the Commencement Date of the Contract and ending at the time when the last remaining Service under the Contract expires or is terminated pursuant to the terms of the Contract;

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly;

Controller, processor, information commissioner, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures shall have the meaning given to them in the Data Protection Legislation;

Customer: the person or firm who purchases Services from Integer IT & Telecom, as specified in

the Order Form and the terms “you” and “your” will also apply;

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time that applies to a party under this Agreement including the UK GDPR; Data Protection

Act 2018 (DPA 2018) (and regulations made thereunder); Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; EU GDPR; and all other legislation and

regulatory requirements in force from time to time which apply to a party relating to personal data (including the privacy and electronic communications);

Deliverables: any output of the Services to be provided by Integer IT & Telecom to you as specified in an Order Form and any other documents, products and materials provided by Integer IT & Telecom to you in relation to the Services (excluding the Equipment);

Ethernet SLA: Integer IT & Telecom’s service level agreement for ethernet services (available on request) as amended from time to time.

Equipment: the ancillary equipment provided to you as part of the Services, as set out in the Order Form or as otherwise provided as part of the Services particularised in the Order Form (which includes SIMs, handsets and any subsidised equipment provided as part of the Mobile Services);

Estimated Installation Date: the date on which Integer IT & Telecom estimates that the Equipment will be installed, as advised by Integer IT & Telecom to the Customer and as set out in the Order Form;

EU GDPR: the General Data Protection Regulation ((EU) 2016/679);

Fair Use Policy: Integer IT & Telecom’s Fair Use Policy available at <https://www.integerltd.com/terms-and-conditions/> as amended from time to time;

General Conditions of Entitlement: Ofcom’s general conditions of entitlement as amended from time to time (including equivalent provisions in any applicable jurisdiction outside of the UK);

Installation Service: the services related to the installation by Integer IT & Telecom (or its duly authorised agents) of the Equipment;

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Minimum Term: the minimum contract term for an individual Service as specified in the Special Terms and/or the Order Form;

OFCOM: the Office of Communications or any equivalent successor body.

Order Form: means Integer IT & Telecom’s standard purchase form setting out the details of the Contract, which shall be prepared by Integer IT & Telecom and issued to the Customer pursuant to clause 2.1;

Services: the services (excluding DNS servers and mail servers) supplied by Integer IT & Telecom to the Customer under a Contract as specified in the Order Form and as further particularised in the specific Special Terms;

Services Commencement Date: has the meaning given to it in clause 2.2 of these Terms;

Site: the Customer's place of business as specified on an Order Form where any Services to be

provided or carried out and/or (where applicable) Equipment is to be delivered and any Installation Services is to take place, as specified in an Order Form;

Small Business Customer: a Customer identified in an Order Form as not being a communications provider and who has 10 or fewer individuals working for that Customer (whether as employees, volunteers or otherwise) as further particularised in the Applicable Laws;

Special Terms: means terms and conditions that are specific to a particular Service, such schedules to be referenced and linked to in the Order Form;

Terms or General Terms and Conditions: these terms and conditions as amended from time to time in accordance with clause 16.7;

Third-Party Providers: any relevant third party telecommunications operator or network service provider from which we procure the Services or any part of them for onward supply to you or that are used as part of our Services;

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

Virus: a program code or set of instructions intentionally construed with the ability to damage or otherwise adversely affect computer programs, data files or operations, including Trojan horses, logic and time bombs, data disabling code, ransomware, vipersware, and similar;

VOIP: Voice Over Internet Protocol being the use of the internet as the transmission medium for telephone calls by digital means.