Standard Terms and Conditions

Port Phones Ltd

PortPhones

KEY TERMS AT A GLANCE

This summary is for orientation and is not itself binding: the numbered clauses below, and the applicable Schedule(s), govern.

WHAT YOU'RE PROBABLY ASKING	OUR ANSWER	CLAUSE
How does this document relate to what I'm actually buying?	This is the shared legal backbone. What we're actually delivering, and any product-specific detail, is in the Schedule(s) named in your Order.	3, 15
When will it actually be live?	The go-live date we give you is a good-faith estimate, not a guarantee. We'll tell you promptly if it looks like slipping, but we're not liable for missing it.	3.4
When do we start paying?	From your go-live date. That is the day we confirm in writing that your service is ready for use, unless your Schedule sets a different day. We then invoice the setup fee and the rest of that month. Any other one-off charge is invoiced when your Schedule says. Then the monthly fee is invoiced on the 1st, in advance. Invoices are due in 30 days. With Direct Debit, we collect them within that time.	5.1–5.3
What if we change our mind before go-live?	You cover what we've already committed for you and can't cancel or reuse, typically your software licence and numbers. Not lost profit, just our real spend, with a breakdown on request.	6.7
Will the price hold?	Fixed within each term. Where a Schedule sets a usage or size basis, we review it against real data shortly after go-live and at each yearly renewal, adjusting only if it's materially different (a mid-term increase over 15% lets you leave penalty-free). At each renewal we may set a new price for the next year, with at least 120 days' notice; if you don't accept it, you can leave.	5.4–5.6
Are we locked in?	Yes for the Initial Term, then it renews yearly, with 90 days' notice to leave before each renewal. Early exit costs our lost margin, not the full fee. Where you leave under one of the no-penalty rights in these terms, you pay no lost margin; if that right arose because you would not accept a price rise we proposed after measuring your actual usage, you reimburse what we had already committed for your term, such as your software licence.	6, 6.8
Who owns what?	Any third-party software we deliver stays owned by its maker, licensed to you. You own your data. We own our own configuration work, connectors, and infrastructure. Any equipment we sell you (for example a handset or router) stays ours until you've paid for it in full.	3.3, 11
Where does our data go, and is it in the UK?	Hosted and processed within the UK. General terms here; what's actually processed for each Service is set out in that Service's Schedule.	9
Can you change these terms on us?	Only by agreement, with one exception: if a supplier we depend on forces a change on us, we can pass it through on 30 days' notice, and if it is to your material detriment you can leave that Service penalty-free.	14.4
Who pays if someone hacks our phones?	Calls made through your credentials are yours to pay for, including by someone who should not have them, unless the problem is our fault. We bar international and premium-rate calls by default, and we tell you as soon as we spot anything odd.	5.7, 7(c)
Will you use our name in marketing?	Not without your written consent.	12.2

1. PARTIES

This Agreement is between:

(a) **The Provider**, Port Phones Ltd, of 31–33 Commercial Road, Poole, Dorset BH14 0HU; company number 16706208; email sales@portphones.co.uk; and

(b) **The Customer**, the entity identified as the Customer in the Order, at the registered address and with the company number and contact details stated there.

2. DEFINITIONS

"Business Day" means a day other than a Saturday, Sunday, or public or bank holiday in England and Wales.

"Business Hours" means 9:00 AM to 5:00 PM, Monday to Friday, excluding public and bank holidays in England and Wales.

"Charges" means the one-off setup fee(s), any charges for number porting, recurring managed fee(s), and any other charges set out in the Order, together with the Provider's standard rate for additional work.

"Customer Data" means data provided by the Customer, or generated through the Customer's use of a Service, as further described in the applicable Schedule.

"Effective Date" means the date on which the Customer accepts the Order under clause 15.3.

"Go-Live Date" means, for a Service, the date the applicable Schedule sets as its Go-Live Date or, where that Schedule sets none, the date on which it is made available for the Customer's production use, as confirmed in writing by the Provider. Where the Order covers more than one Service, each may have its own Go-Live Date.

"Initial Term" means the minimum term set out in the Order for a Service, commencing on that Service's Go-Live Date.

"Order" means the order form accepted by the Customer, whether by signature (including an electronic signature) or through the Provider's online acceptance process, to accept one or more Services, which identifies the Customer, the Schedule(s) that apply and this Agreement (each by its date), the Charges, and the Initial Term for each Service, and incorporates this Agreement and the applicable Schedule(s) by reference.

"Purchased Equipment" means any equipment identified as such in the applicable Schedule, sold to the Customer under the Order.

"Renewal Term" means each successive period of 12 months for which a Service continues after its Initial Term.

"Schedule" means a Service Schedule that forms part of this Agreement under Section 15, setting out the terms, scope, and particulars specific to one Service.

"Service" means each service identified in the Order by reference to a Schedule, and described in that Schedule. Where the Customer orders more than one Service, this Agreement and each applicable Schedule apply separately to each, except where a Schedule states otherwise.

3. SERVICES AND EQUIPMENT

3.1 What this Agreement covers

This Agreement sets out the terms common to every Service the Provider supplies. What the Provider actually delivers for a given Service, including its scope, service levels, fee basis, and third-party dependencies, is set out in that Service's Schedule. The Provider shall provide each Service identified in the Order in accordance with this Agreement and the applicable Schedule.

3.2 Changes and Additional Work

(a) **Included at no extra charge:** routine changes that form part of running a Service, as described in the applicable Schedule, and answering support questions.

(b) **Chargeable as additional work:** work outside the scope described in the applicable Schedule, for example bespoke development, integrating a further system not covered by an ordered Schedule, or on-site attendance; and work needed because of the Customer's misuse or neglect, accidental or deliberate disconnection or damage, the Customer's breach of this Agreement, or a fault in the Customer's own network or equipment or in a third-party service.

(c) **Rate.** Additional work is charged at the Provider's standard rate for additional work (**£90/hour**, exclusive of VAT, at the date of these terms). The Provider shall give a written estimate and obtain the Customer's written approval **before** carrying out any chargeable work.

3.3 Equipment

This clause applies only where the applicable Schedule identifies Purchased Equipment for a Service ordered; where it does not, this clause does not apply.

(a) **Title and risk.** Risk in Purchased Equipment passes to the Customer on delivery. Title does not pass until the Provider has received payment for it in full; until then, the Customer holds it as the Provider's bailee, shall keep it separately identifiable and insured at its full price, and shall not sell, charge, or dispose of it outside the ordinary course of using the Service.

(b) **Recovery before title passes.** If the Customer fails to pay for Purchased Equipment when due, or becomes insolvent, before title has passed, the Provider may require the Customer to return it and, if the Customer does not do so promptly, may enter the Customer's premises during Business Hours to recover it, provided the Purchased Equipment has not been resold or irrevocably incorporated into another product.

(c) **Warranty.** The Provider warrants that Purchased Equipment is, on delivery, of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended). This warranty is in place of all other warranties, conditions, and terms implied by statute or common law, excluded to the fullest extent permitted by law; any further warranty offered by the equipment's manufacturer applies according to its own terms.

(d) **On-site delivery and setup.** Where the Order includes on-site delivery and setup of Purchased Equipment, the Customer shall provide the Provider with reasonable access to its premises for that purpose during Business Hours, or another time agreed between the parties, and shall advise the Provider of any site-specific health and safety requirements before the visit. The Provider is not otherwise entitled to access, or obliged to attend, the Customer's premises under this clause. If the Customer is unable to receive delivery or to allow setup at the agreed time and has not given the Provider reasonable notice, the Provider may charge for the wasted visit at the rate in clause 3.2(c), together with any transport or storage costs it reasonably incurs.

(e) **Rejection of defective Purchased Equipment.** The Customer may reject Purchased Equipment that does not meet the warranty in paragraph (c) by written notice giv-

ing its reasons: within **7 days of delivery** for a defect apparent on inspection, or within a reasonable time of a latent defect becoming apparent. On a valid rejection the Provider shall, at its option, repair or replace the Purchased Equipment or refund its price, and shall have no further liability in respect of it. If the Customer does not reject within those periods it is treated as having accepted the Purchased Equipment; this does not affect its rights in respect of a latent defect it could not reasonably have discovered.

3.4 Dates

Any date the Provider gives for delivery, installation, number porting, or Go-Live is an **estimate given in good faith**. The Provider shall use reasonable endeavours to meet it and shall tell the Customer promptly if it is at risk, but time is not of the essence and the Provider is not liable for failing to meet it. This clause applies in addition to, and is not narrowed by, any Service-specific provision about timing in a Schedule.

4. SERVICE LEVELS

4.1 Support

(a) **Support channels:** telephone and email. Non-Critical Issues are handled during Business Hours; Critical Issues are handled at any time.

(b) **Non-Critical Issues:** the Provider will use reasonable endeavours to acknowledge within 4 hours during Business Hours.

(c) **Critical Issues:** the Provider will use reasonable endeavours to acknowledge within 1 hour, **at any time, including outside Business Hours, at weekends, and on public and bank holidays**. What counts as a Critical Issue for a given Service is defined in that Service's Schedule.

(d) **Monitoring:** the Provider shall monitor each Service for faults and take reasonable steps to resolve issues before they affect the Customer.

4.2 Availability

(a) The Provider shall use reasonable endeavours to maintain 99.5% availability for each Service, measured monthly, unless the applicable Schedule states a different figure.

(b) Availability excludes scheduled maintenance (48 hours' notice given), force majeure (Section 13), and the Service-specific exclusions set out in the applicable Schedule (for example, downtime in the Customer's own network or equipment, or in a third party's service).

4.3 Nature of service levels

The response times in Section 4.1 and the availability figure in Section 4.2 are targets that the Provider will use reasonable endeavours to meet; they are not guarantees. A failure to meet a target is not, of itself, a breach of this Agreement and does not give rise to any liability or service credit, the Provider's obligation being to use the reasonable endeavours stated.

5. FEES AND PAYMENT

5.1 One-off Fees

The Customer shall pay the one-off setup fee for each Service set out in the Order (exclusive of VAT), invoiced on or after that Service's Go-Live Date. Where the applicable Schedule sets a different time for a one-off charge, such as the charge for each number port, that charge is invoiced at that time instead.

5.2 Recurring Fee

The Customer shall pay the recurring managed fee for each Service set out in the Order (exclusive of VAT), from that Service's Go-Live Date. The first invoice, issued on or after the Go-Live Date, covers the rest of that calendar month. It is the monthly fee multiplied by the number of days from the Go-Live Date to the end of that month, counting both, divided by the number of days in that month, and rounded to the nearest penny. After that the recurring fee is invoiced monthly in advance under clause 5.3(a). What the recurring fee covers for a given Service is described in that Service's Schedule.

5.3 Invoicing and Payment Terms

(a) Recurring fees are invoiced on or around the 1st of each month, in advance, together with any usage charges for the previous month. One-off charges, and the first part month of a recurring fee, are invoiced when they fall due under clause 5.1, clause 5.2 or the applicable Schedule. Payment is due within 30 days of the invoice date. Where the Customer has given the Provider a direct debit mandate, each invoice is collected under that mandate within that time.

(b) All fees are exclusive of VAT, which shall be charged at the prevailing rate where applicable.

(c) Late payment: the Provider may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998, and may suspend the affected Service if an invoice is more than 30 days overdue, on 7 days' written notice.

(d) The Customer shall notify the Provider of any dispute over an invoice in writing within 60 days of the invoice date, failing which the invoice is treated as accepted; undisputed sums remain payable in full.

(e) The Customer shall pay all sums due in full without set-off, deduction, or withholding, except as required by law or in respect of an amount disputed in good faith under (d).

(f) Where a direct debit or other payment fails other than through the Provider's error, the Provider may recover any charge its payment provider levies on it as a result.

5.4 Price held within each term, reset at renewal

The recurring fee for a Service is **fixed for its Initial Term, and within each Renewal Term**, subject only to a review under clause 5.6. Before each Renewal Term, the Provider may set a revised recurring fee for that Renewal Term, by written notice given at least 120 days before that Renewal Term begins. If the Customer does not accept the revised fee, it may give notice not to renew that Service under clause 6.2 and the Agreement ends, as to that Service, at the end of the then-current term; otherwise the revised fee applies from the start of the Renewal Term, in place of any review under clause 5.6 that would otherwise take effect on that date. Where a review under clause 5.6 increases the recurring fee for a Service by more than 15%, the Customer may terminate that Service without penalty, subject to clause 6.8, with effect from the date the change would otherwise take effect, by written notice within 30 days of the Provider's notice.

5.5 If a Service becomes uneconomic

Separately from any review under clause 5.6, if at any time during a Service's Initial Term or a Renewal Term the Provider's cost of providing that Service increases, or the Customer's actual usage of it exceeds the basis on which the Order was priced, such that, acting reasonably and in good faith, the Provider determines that continued provision has become uneconomic, the Provider may terminate that Service on 30 days' written notice; the recurring fee for it then ceases and any fees paid in advance for the period after termination are refunded. Termination of one Service under this clause does not itself affect any other Service the Customer has ordered.

5.6 Tier and usage review

Where the applicable Schedule sets a basis for a Service's recurring fee (for example, call volume, extension count, or number of mapped users), the Order sets that fee against an estimate of the relevant basis, which the Customer confirms is accurate to the best of its knowledge. Where that estimate was not based on the Customer's own itemised billing data, the Provider shall carry out an initial review of the actual basis between 30 and 60 days after the Go-Live Date, using the Provider's own records. Following that review, and from each anniversary of the Go-Live Date thereafter, the Provider may move the Customer to the recurring fee matching the actual basis, on 30 days' written notice (the initial review) or 60 days' written notice (each anniversary), where it materially and consistently differs, up or down, from the basis of the Order. Ordinary fluctuation does not change the fee, and if the actual basis has consistently fallen below the basis of the Order, the Customer may request a corresponding lower fee.

5.7 Charges arising from misuse of a Service

The Customer remains liable for the Charges arising from use of a Service through its credentials, extensions, or devices, **including use by a third party**, except to the extent that use arises from the Provider's own breach of this Agreement or negligence. The Provider shall tell the Customer as soon as it becomes aware of usage it reasonably believes to be fraudulent, and may suspend the Service under clause 6.5.

5.8 Purchased Equipment

Where the Order includes Purchased Equipment, the Provider may require payment of up to 50% of its price before ordering it, with the balance payable on delivery. Any such requirement shall be stated in the Order.

6. TERM AND TERMINATION

6.1 Term

This Agreement commences on the Effective Date. Each Service continues for its Initial Term from its Go-Live Date, then automatically for successive Renewal Terms until terminated. This Agreement continues for as long as any Service ordered under it continues.

6.2 Termination

Either party may terminate a Service with effect from the end of its Initial Term or any Renewal Term, by giving not less than 90 days' written notice before that date. If a Service ends during its Initial Term or a Renewal Term **either because the Customer terminates it** (other than for the Provider's material breach as to that Service, or under any right in this Agreement or in a Schedule to end that Service without penalty) **or because the Provider terminates it under clause 6.3**, the Customer shall pay, as a genuine pre-estimate of the Provider's loss and not as a penalty, the recurring fees for that Service for the remainder of the then-current term less the costs the Provider avoids by no longer providing it (its lost margin). The Customer acknowledges that this sum is proportionate, having regard to the Provider's loss from the early end of the committed term, and does not represent a penalty.

6.3 Termination for Material Breach or Insolvency

Either party may terminate this Agreement, or the affected Service(s), immediately on written notice if the other commits a material breach not remedied within 14 days of notice, or becomes insolvent. The Provider may also terminate the affected Service(s) on written notice where information the Customer provided under clause 7(b), and on which the Provider relied in agreeing to supply, proves materially inaccurate.

6.4 Consequences of Termination

(a) **Transition.** On termination of a Service for any reason, the Provider shall, at the Customer's request, reasonably cooperate with the Customer or its new provider to transition it, as further described in that Service's Schedule.

(b) **Data.** The Provider shall delete all Customer Data relating to a terminated Service within 60 days of termination, save where required to retain it by law, and confirm deletion in writing on request.

(c) **Final invoice.** The Provider shall issue a final invoice for outstanding fees, including any sum due under Section 6.2; payable within 14 days.

6.5 Suspension

In addition to suspension for non-payment (Section 5.3(c)), the Provider may suspend a Service on written notice (or immediately in an emergency, with notice as soon as practicable afterwards) where it reasonably believes the Customer's use of that Service is unlawful or fraudulent, or poses a security risk to the Service, the Provider's infrastructure, or the Provider's other customers; where suspension is necessary for repair, maintenance, or improvement of the Service, on not less than 48 hours' notice where the maintenance is scheduled; or where the Provider is required to suspend by a court, regulator, emergency service, or other competent authority. The Provider shall limit any suspension to what is reasonably necessary and restore the Service promptly once the cause is resolved.

6.6 Survival

Termination or expiry does not affect any right, obligation, or liability accrued before it. Those provisions that by their nature are intended to continue, including Section 5 (in respect of sums due), Sections 6.2, 6.4, 6.7, 6.8, 10, 11, 12 and 14, and each Schedule's own surviving provisions, survive termination.

6.7 Cancellation before Go-Live

If the Customer cancels a Service after the Effective Date but before its Go-Live Date, otherwise than under clause 8.2, the Customer shall pay the costs the Provider has **reasonably and properly incurred in progressing that Service**, including licences, telephone numbers, and equipment procured for it that the Provider cannot cancel, return, or reasonably reuse. The Provider shall give the Customer a breakdown of those costs on request. No sum is payable under clause 6.2 in that case, the Service not having begun its Initial Term.

6.8 Committed third-party costs on a usage-related exit

This clause applies where the Customer terminates a Service because it does not accept an increase in the recurring fee proposed following a review of the actual basis of that fee, whether under clause 5.4 or under a provision of a Schedule. **It does not apply to any other right to end a Service without penalty**, including under clauses 9.4, 11.1, and 14.4(b), where the cause is a change made by the Provider or by a third party rather than the Customer's own usage.

No sum is payable under clause 6.2. The Customer shall, however, reimburse the Provider **the unamortised balance of any non-refundable third-party cost the Provider properly incurred for that Service for the term the Customer committed to in the Order**, including a software licence, apportioned evenly over the period that cost was purchased for. The Provider shall first use reasonable endeavours to obtain a refund of, or to reuse, the

item concerned, and shall reduce the sum accordingly. The Provider shall give the Customer a breakdown on request. This clause does not entitle the Provider to recover lost profit or margin.

7. CUSTOMER OBLIGATIONS

In respect of each Service it orders, the Customer shall:

(a) **Cooperation and payment:** cooperate as reasonably required, and pay invoices in accordance with Section 5.

(b) **Accurate information:** provide accurate information reasonably required to configure and support the Service.

(c) **Lawful and secure use:** not use a Service unlawfully or fraudulently, and keep secure the credentials, extensions, and devices used to access a Service, including by changing any default or compromised password promptly and telling the Provider without delay if it believes any of them has been compromised.

(d) **Service-specific obligations:** comply with any further obligations set out in that Service's Schedule.

(e) **Indemnity:** indemnify the Provider against all claims, losses, costs, and liabilities the Provider incurs arising from or in connection with: the Customer's breach of this Agreement or the applicable Schedule; the Customer's use of a Service that is unlawful or fraudulent; the Customer Data, or any data, content, or instructions the Customer provides; except to the extent the claim arises from the Provider's own breach or negligence.

8. THIRD-PARTY DEPENDENCIES

8.1 Service-specific dependencies

Each Service may depend on services or software provided by a third party outside the Provider's control. Those dependencies, and their consequences, are set out in that Service's Schedule.

8.2 Costs before Go-Live

The Charges assume the Provider's costs of providing a Service are as it currently expects. If, before that Service's Go-Live Date, those costs prove materially different, the Provider shall notify the Customer; the Provider may then decline to proceed, and the Customer may decline any revised Charges, in either case by written notice before Go-Live, whereupon this Agreement terminates as to that Service with no further liability on either party and any sums already paid for it are refunded.

9. DATA PROCESSING

9.1 Roles

Where the Provider processes personal data in providing a Service, the Customer is the Controller and the Provider is the Processor. This Section 9 (the "DPA") applies to every Service. In this Section 9, **"Data Protection Laws"** means the UK GDPR and the Data Protection Act 2018, together with any successor or amending legislation.

9.2 Purpose and instructions

The Provider processes personal data solely to provide the Service(s) ordered, as further described in the applicable Schedule(s), and for no other purpose. This Agreement, the Order and the applicable Schedule(s) are the Controller's documented instructions, and the Provider processes personal data only on those instructions, unless the law requires otherwise, in which case the Provider shall tell the Controller before processing, unless that law forbids it. The Provider shall tell the Controller promptly if, in its opinion, an instruction infringes the Data Protection Laws. The Controller warrants that it has, and will maintain, a lawful basis under the Data Protection Laws for the processing it instructs, and that it has given the data subjects the information and notices the Data Protection Laws require.

9.3 Particulars

The data subjects, types of personal data, and sub-processors for a given Service are set out in that Service's Schedule.

9.4 Sub-processors

The Controller gives its general written authorisation for the Provider to use the sub-processors named in the applicable Schedule.

(a) The Provider shall give 30 days' written notice before adding or replacing a sub-processor named in a Schedule; the Customer may object on reasonable data-protection grounds, and if unresolved within 30 days may terminate the affected Service without penalty.

(b) Each sub-processor shall be bound by obligations no less onerous than this DPA.

(c) The Provider remains fully liable to the Controller for the performance of each sub-processor's obligations.

9.5 Security and confidentiality

The Provider shall maintain appropriate technical and organisational measures, including: encryption of data in transit and at rest; access controls limiting access to authorised personnel; encrypted storage of authentication tokens and secrets; and secure deletion on termination. The Provider shall ensure that every person it authorises to process personal data is bound by a duty of confidentiality.

9.6 Location of processing

Personal data is processed within the United Kingdom. The Provider shall not transfer personal data outside the UK or EEA without the Customer's prior written consent and appropriate safeguards.

9.7 Duration, assistance, breach, audit, deletion

(a) The Provider processes personal data for the term of the relevant Service plus 60 days for deletion.

(b) The Provider shall assist the Controller in responding to data-subject requests and, taking into account the nature of the processing and the information available to the Provider, in meeting the Controller's obligations on security, personal data breaches, data protection impact assessments and prior consultation with the Information Commissioner; shall notify the Controller of any request it receives directly within 72 hours; and shall not respond directly unless instructed.

(c) The Provider shall notify the Controller without undue delay, and within 72 hours, of becoming aware of a personal data breach, with the information required to enable the Controller's own reporting.

(d) The Provider shall make available to the Controller the information reasonably necessary to demonstrate its compliance with this Section 9. The Controller may audit the Provider's compliance on not less than 14 days' notice, during Business Hours, no more than once in any 12-month period and for no longer than is reasonably necessary, and the audit shall not unreasonably disrupt the Provider's operations.

(e) On termination, the Provider shall delete (or, at the Controller's election, return) all personal data within 60 days, save where retention is required by law, and confirm in writing on request.

(f) The Controller shall reimburse the Provider's reasonable costs of the assistance, audit support, and deletion or return of personal data under this paragraph 9.7, save to

the extent the assistance relates to a personal data breach caused by the Provider's own breach of this DPA.

10. LIMITATION OF LIABILITY

10.1 Cap

(a) **Per claim.** The Provider's liability for each individual claim shall not exceed the recurring Charges paid by the Customer for the affected Service in the 2-month period immediately preceding the date the claim arose.

(b) **Aggregate.** The Provider's total aggregate liability under or in connection with this Agreement, for all claims relating to a Service, shall not exceed the recurring Charges paid by the Customer for that Service in the 6-month period immediately preceding the date the claim arose.

10.2 Excluded losses

The Provider shall not be liable for indirect or consequential loss; loss of profit, revenue, or anticipated savings; loss of business or goodwill; wasted expenditure; loss or corruption of data (save that the Provider's obligations, and the Customer's remedies, under Section 9 are unaffected); or loss or damage arising from the Customer's own network or equipment, or any third-party service not provided by the Provider.

10.3 Acknowledgements

The Customer acknowledges that each Service depends on third-party services (clause 8.1, and the applicable Schedule), on the Customer's own network and equipment, and on accurate information provided by the Customer, none of which the Provider warrants beyond its own performance of the Service.

10.4 Non-excludable liability

Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

10.5 Reasonableness

The Customer acknowledges that the exclusions and limitations in this Section 10 are reasonable having regard to the Charges, the nature of the Service(s), and the third-party dependencies described in clause 8.1 and the applicable Schedule(s), and that they have been taken into account in setting the Charges.

10.6 Mitigation

Each party shall take reasonable steps to mitigate its losses arising under or in connection with this Agreement, including any loss that may give rise to a claim under an indemnity.

10.7 Insurance

The Provider recommends that the Customer maintains business-continuity and other insurance appropriate to its business against the risk of interruption to a Service or the Customer's own network.

11. INTELLECTUAL PROPERTY

11.1 Licensed third-party software

Where a Service involves software licensed from a third party, as identified in that Service's Schedule, nothing in this Agreement transfers ownership of, or grants any right in, that software beyond the licence described in the Schedule, which is subject to that third party's own end-user licence terms. If that third party materially changes its end-user licence terms during a Service's term and the Customer does not accept the change, the Customer may terminate the affected Service without penalty, and without any sum under clause 6.2, by written notice within 30 days of being notified of the change.

11.2 The Provider's own work product

The Provider owns, and retains, all intellectual property rights in its own configuration templates, connectors, scripts, and infrastructure used to provide a Service. The Provider grants the Customer a non-exclusive, non-transferable licence to use them for its own business for the term of the relevant Service. The licence ends on termination of that Service.

11.3 Customer's property

The Customer retains ownership of its Customer Data, its telephone numbers, and any equipment it supplies.

11.4 No transfer

Neither party acquires rights in the other's pre-existing intellectual property by virtue of this Agreement.

12. CONFIDENTIALITY AND PUBLICITY

12.1 Confidentiality

Each party shall keep confidential the other's confidential information disclosed in connection with this Agreement and shall not disclose it without consent, save for the usual carve-outs (information that is public, already known, independently developed, or required to be disclosed by law). This obligation continues for 2 years after termination.

12.2 Publicity

The Provider shall not use the Customer's name, logo, or the existence or terms of this Agreement in any marketing, case study, or publicity without the Customer's prior written consent, which may be withdrawn for future use on reasonable notice.

13. FORCE MAJEURE

Neither party is liable for failure or delay caused by circumstances beyond its reasonable control (including failure of public telecommunications networks, cyber attack, acts of government, and natural disasters). If such an event continues for 30 consecutive days, either party may terminate the affected Service on written notice. For the avoidance of doubt, delay caused by a third party addressed in clause 8.1 or the applicable Schedule is dealt with there, not this Section.

14. GENERAL

14.1 Governing law and jurisdiction

This Agreement is governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

14.2 Dispute resolution

The parties shall first attempt to resolve any dispute in good faith for 30 days before commencing proceedings.

14.3 Entire agreement

This Agreement, together with the applicable Schedule(s) and the Order, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, and understandings. Any terms the Customer puts forward, including on a purchase order or other document, have no effect unless the Provider agrees to them in writing. Each party confirms it has not relied on any statement or representation not set out in this Agreement, and has no remedy for any such statement, except that nothing limits liability for fraud or fraudulent misrepresentation.

14.4 Amendments

(a) Except as set out in paragraph (b), no variation is effective unless made in writing and signed (including electronically) by both parties.

(b) **Supplier-imposed change.** Where a third party on which a Service depends imposes a change on the Provider that requires a corresponding change to this Agreement or the applicable Schedule, the Provider may make that change on **30 days' written notice**, limited to what the third party's change requires. If the change is to the Customer's material detriment, the Customer may terminate the affected Service without penalty, and without any sum under clause 6.2, by written notice within 30 days of the Provider's notice.

14.5 Assignment

(a) Neither party may assign this Agreement without the other's prior written consent, except to a successor entity on a merger, acquisition, or sale of substantially all assets, provided the assignee agrees to be bound.

(b) The Customer may additionally assign this Agreement to another entity within its group or on an internal restructure; the Provider's consent shall not be unreasonably withheld or delayed and **no charge** shall be made, provided the assignee agrees in writing to be bound.

14.6 Notices

Notices shall be in writing and sent by hand, by pre-paid first-class post, or by email to the addresses or email addresses in Section 1. A notice is deemed received: if delivered by hand, at the time of delivery; if posted, on the second Business Day after posting; and if sent by email, on the next Business Day after sending, unless the sender receives an automated notice of non-delivery. This clause does not apply to the service of documents in legal proceedings.

14.7 Severability, waiver, third-party rights

If any provision is held unenforceable it shall be modified to the minimum extent necessary, or severed, with the remainder continuing in force. A failure to exercise a right is not a waiver. No person who is not a party has rights under the Contracts (Rights of Third Parties) Act 1999.

14.8 Anti-bribery

Each party shall comply with the Bribery Act 2010 and shall not engage in any activity that would constitute an offence under that Act.

14.9 Anti-facilitation of tax evasion

Each party shall comply with the Criminal Finances Act 2017 and shall not engage in, or facilitate, tax evasion.

14.10 Modern slavery

Each party shall comply with applicable anti-slavery and human-trafficking laws, including the Modern Slavery Act 2015, and shall take reasonable steps to ensure that slavery and human trafficking are not taking place in its supply chains or business.

15. SCHEDULES, ORDER AND ACCEPTANCE

15.1 Schedules

Each Service the Customer orders is governed by this Agreement together with that Service's Schedule. The Customer only takes on the terms of the Schedule(s) for the Service(s) it actually orders; a Schedule for a Service not ordered does not apply. The Provider may publish a new Schedule for a further Service line without amending this Agreement.

15.2 Precedence

Where the Order, a Schedule, and this Agreement conflict on a commercial figure or a Service-specific matter, the Order prevails over the applicable Schedule, which prevails over this Agreement.

15.3 Acceptance

The Order is the Provider's offer and may be accepted until the date stated in it. This Agreement and the applicable Schedule(s), each in the version dated in the Order, are accepted by the Customer accepting the Order, which incorporates them by reference. The Customer may accept the Order by signing it, including by electronic signature, or by confirming acceptance through the Provider's online acceptance process; that confirmation is the Customer's signature for all purposes. This Agreement takes effect on the date of that acceptance (the Effective Date). No separate signature to this document or to a Schedule is required. The Provider will countersign or otherwise confirm the Order for the parties' records; no countersignature is needed for the Agreement to bind.

15.4 Electronic records

Where the Order is accepted through the Provider's online acceptance process, the Provider's record of that acceptance, including the identity of the person accepting, the date and time, and the documents accepted, is admissible as evidence of the Agreement, and neither party will dispute the validity or enforceability of the Agreement on the ground that it was accepted or recorded electronically. The date of acceptance is the date in England and Wales shown in that record. The Provider will supply a copy of the Order and the documents it incorporates on request.

End of Agreement