

TERMS AND CONDITIONS

These Terms and Conditions shall apply to the provision of the services detailed overleaf (**Services**) by **Pure Cloud Solutions Ltd** a company registered in England & Wales under number **08033253** whose registered office is at 6 The Pavillions Amber Close, Amington, Tamworth, England, B77 4RP (**PCS**) to you (**Client**). These terms shall govern and apply to the provision of the Services to the exclusion of any other terms and conditions, including any terms and conditions which the Client may purport to apply under any confirmation of order or similar documentation

These terms and conditions do not apply to the sale of hardware or equipment from PCS which shall instead be subject to PCS's Conditions of Sale

1 Definitions and interpretation

1.1 Definitions

Acceptable Use Policy	means any rules, limits or restrictions for the use of the PCS Services and/or Fixed Line Services as may be revised by us from time to time.
Additional Services	means any additional add ons to the that the Client and PCS may from time to time agree shall be supplied to the Client by PCS under the Contract during the Contract Term
Agreed Usage	means (where applicable) the monthly minimum call traffic as specified in the Service Schedule.
Artificially Inflated Traffic	means the flow of calls to any particular revenue share service which is, as a result of any activity on or on behalf of the party operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith commercial practice
Associates(s)	means in relation to a party to the Contract (at the relevant time), any company which is a Subsidiary or a Holding Company or which is a Subsidiary of any such Holding Company from time to time (where 'Subsidiary' and 'Holding Company' have the meanings given in section 1159 and Schedule 6 of the Companies Act 2006).
Authorisation	means any authorisations PCS has to act as a public electronic communication network or service provided under the Legislation
Billing Period	means any period for which we will bill the Client from time to time for the Services
Business Day	means a day other than a Saturday, Sunday or public holiday in England and Wales.
Charges	means all charges payable by the Client to PCS for the provision of the Services as set out in the Service Schedule or any revised charges notified to the Client in accordance with clause 5.4 and/or clause 5.5 and all variable charges payable by the Client to PCS for each Billing Period in respect of all usage, data and calls incurred by the Client any/or any additional charges payable by the Client pursuant to these Conditions.
CLI	means caller line identity services that identify the originating number of outgoing calls.
Commitment Period	means in respect of each Services the period stated in the Services Schedule or if no commitment period is stated a minimum period of 60 months, in each case commencing on the Commencement Date unless in each case the commitment period is extended in accordance with clause 2.8

Contract	means the agreement between PCS and the Client to provide and receive the Services comprising of the following documents: the Service Schedule; and the Conditions and as brought about in accordance with clause 2.2
Contract Term	Means the entire duration of the Contract including the Commitment Period and any Subsequent Commitment Period.
Conditions	means these terms and conditions
Confidential Information	means all non-public information (whether in oral, written or electronic form) given by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, know-how, Intellectual Property Rights, assets, strategy, products and customers, including without limitation information relating to management, financial, marketing, technical and other arrangements or operations of any associate, person, firm, or organisation associated with that party;
Commencement Date	Means the commencement of the Contract, being the date in which the Client accepts the quotation in the Service Schedule as per clause 2.2
Connection	means the successful connection of the Services to a Network (where applicable) and Connected shall be construed accordingly.
Connection Date	means the date the relevant Services (where applicable) are connected to the Network.
Connection Charge	means any charge for Connection which is notified to the Client.
Data Protection Legislation	means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
Deliverables(s)	means the Hardware and PCS Service(s) and/or the Fixed Line Services (where applicable)
Effective Date	means the date of the Service Schedule being the date in which the Client confirms acceptance of these Conditions (as per clause 2.2) or where the Services are to be Connected or Installed the Service Start Date.
Facility Limit	means a monthly financial limit PCS may apply at their discretion for variable, call, data or other charges incurred under the Contract
Equipment	means any equipment purchased by the Client from PCS separately (and not forming part of the Hardware) and/or where applicable any equipment owned or supplied by the Client and/or any third party (at the Client's direction) in order to make use of the Services provided by PCS.
Equipment Maintenance Service	means the maintenance services to be provided by PCS to the Client for the maintenance of any System.
Fixed Line Service	Means the fixed line services provided to the Client by PCS under the Contract enabling the Client to make

	and/or receive calls over the Network.		the Client during the Term and the term Service shall be construed accordingly;
Hardware	Means the equipment provided to the Client under the Contract by PCS installed at the Installation Address and directly connected to the PCS's Services.	Service Schedule	Means the schedule to these Conditions that describe the Services to be provided by PCS, to the Client, the Charges payable for the Services (including any associated Installation Charges and/or Connection Charges (where applicable) and any special terms which are applicable to the Services.
Installation	means the provision of network access, Hardware, PCS Service(s) and/or Fixed Line Services, installed by PCS or any agent of PCS (excluding any third party equipment).	Service Start Date	means the date in which the Service is first made available to the Client.
Installation Address	means the address agreed in writing with the Client for installation of the Deliverables or as the case may be, any other premises in which for the time being the Deliverables are installed with the consent of PCS by the direction of the Client (including in each case any pipes, wires cables conduits or other conducting media servicing the Installation Address) and which the Client warrants as a continuing warranty in each case with full title guarantee may be accessed by PCS its agents and contractors with or without plant for purposes of carrying out or completing installation, maintenance, or removal of the Deliverables at any time without infringing the rights of any third party.	Service Failure	means any failure, error or defect in the provision of the Network Services, PCS Services or Fixed Line Services by PCS but excludes any failures, errors defects arising from, caused or contributed to by the Clients acts or omissions or third parties acting on Clients behalf including other providers of communications equipment or services, computers or other equipment or services including internet services or any failure, error or defect arising as a result of causes beyond PCS's reasonable control
Installation Charge	means any charge for Installation payable to PCS by the Client.	Service Levels	means in relation to the maintenance of the PCS Services (where it is combined with Network Services and Hardware only), the standards of performance to which the Maintenance Service are to be performed and as specified in clause 16.5
Intellectual Property Rights	means copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: <ul style="list-style-type: none"> (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing; 	Software	means the software and related documentation that PCS has agreed to licence to the Client for the purpose of enabling the Client to use the Services (where applicable);
		SIM Card	means the card provided by any Third Party Operator which enables the use of the Mobile Services.
		SIP Services	means the facility to make and receive voice calls using a suitably enabled broadband line in the united kingdom any related services that PCS agrees to provide to the Client under the Contract.
Legislation	means any applicable legislation, authorisation, permits, permissions, rules, regulations order and/or guidelines to the provision of the Services	Subsequent Commitment Period	means successive periods each of the period equal to the Commitment Period on the expiry of the Commitment Period plus any extension of it, where applicable pursuant to clause 2.9
Maintenance Services	means any maintenance required to be carried out on PCS Services or Fixed Line Services or Network Services	System	means the equipment to be maintained as part of the Equipment Maintenance Services
Network	means the electronic communication networks over which PCS provide the PCS Services.	Term	means the Commitment Period and any Subsequent Commitment Period
Network Service(s)	means all network access services delivered to the Client by PCS including all inbound and outbound call traffic from PSTN, IP, Mobile or other services provided or arranged by PCS including termination to the Public Switched Telephone Network or PCS data centres.	Technical Specifications	means the technical specification in respect of the Hardware and or Software (if any) agreed between the Client and PCS on or before the Effective Date.
OFCOM	means the Office of Communications	Third Party Operator	means the electronic communications network or services provider (hardware or software) through which we may provide the Services .
PCS Service(s)	means all mobile, VoIP, PSTN and CRM integration services delivered to the Client by PCS and any other Services detailed in the Service Schedule. As defined in the Data Protection Legislation.	Transmission Speed	means either the rate in Kbps or Mbps that data is transferred between the Hardware and/or Equipment and the Broadband Service. The Transmission Speed available to the Client will be affected the operational and technical characteristics of the Client's telephone line, the Network and the Client'sr chosen Hardware and/or Equipment.
Personal Data		VoIP Services	means the facility to make and receive voice calls using a
Services	means the Services set out in the Service Schedule to be provided by PCS to the Client in the performance of the Contract and/or any additional Services requested from		

suitably enabled broadband line in the world and any related services that PCS agrees to provide to the Client under the Contract.

Warranty Period means for Hardware a period of 12 months from the Commencement Date, unless otherwise stated in the Service Schedule

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to sub-clauses, clauses, Schedules or Appendices (if any) are to sub-clauses, clauses, Schedules or Appendices of this Agreement;
- 1.2.3 'including' (or similar words) means including without limitation;
- 1.2.4 clause headings do not affect their interpretation;
- 1.2.5 references to legislation (including any subsidiary legislation) include any modification or re-enactment thereof.

2 Contract, Provision of Services and duration of Contract

- 2.1 Having issued the Service Schedule which is a contractual offer to provide the Services, PCS agrees to enter into a contract for the provision of Services upon the Client's written acceptance of the Service Schedule and of these Conditions. The quotation detailed in the Service Schedule is based on any installation work (where applicable) being carried out during normal working hours. Any work outside normal business hours will be charged as an additional cost.
- 2.2 If the Client accepts the quotation detailed in the Service Schedule while the quotation is still valid there will then be a legally binding contract between PCS and the Client for the provision of Services on these Conditions.
- 2.3 Following the Contract coming into force and subject at all times to the Client's compliance with these Conditions, PCS shall provide the Services(s) from the Effective Date to the Client during the Term in consideration of which the Client shall pay the Charges.
- 2.4 The Client acknowledges and agrees that any dates given by PCS for the provision of the Services (including the delivery of any Hardware, dates for Installation or Connection Dates (where applicable)) are estimates only. PCS shall not be liable to the Client for any failure to meet such dates.
- 2.5 The Contract will commence on the Commencement Date and shall continue for the Commitment Period. Where the Client is a Small Business Customer and the Contract relates to Fixed Line Services and/or PCS Services, the Contract will continue after the end of the Commitment Period unless and until terminated under clause 13.4. In all other circumstances, the Contract will automatically renew at the end of the Commitment Period or the then current Subsequent Contract Period (as the case may be) for a further period equal to the Commitment Period unless and until terminated under clause 13.5.
- 2.6 The Client warrants that in entering into the Contract for the provision of Services that they are a Business Customer only and the Services are to be used in conjunction with that business.
- 2.7 The Client may from time to time request PCS to supply Additional Services to the Contract during the Contract Term, subject always to the provisions of clause 2.8 and/or clause 2.9.
- 2.8 If the Client requests PCS to supply Additional Services to the Contract during the Commitment Period, PCS shall use its reasonable endeavours to comply with the Client's request, but the Client acknowledges that PCS's ability to supply the Additional Services shall depend on the availability of appropriate resources.

Where PCS agrees to provide the Additional Services, such agreement shall be made under, and shall incorporate; the terms of the original Contract (save in relation to its term and charges). Upon acceptance by PCS of the order for Additional Services, the Commitment Period for the Contract (incorporating the Additional Services) shall be automatically extended by the difference in months between the Commencement Date and the date that PCS accepts the order for Additional Services.

- 2.9 If the Client requests PCS to supply Additional Services to the Contract during the Subsequent Commitment Period, PCS shall use its reasonable endeavours to comply with the Client's request, but the Client acknowledges that PCS's ability to supply the Additional Services shall depend on the availability of appropriate resources. Where PCS agrees to provide the Additional Services, such agreement shall be made under, and shall incorporate; the terms of the original Contract (save in relation to its term and charges). Upon acceptance by PCS of the order for Additional Services, the Subsequent Commitment Period for the Contract (incorporating the Additional Services) shall be automatically extended by the difference in months between the start date of any Subsequent Commitment Period and the date that PCS accepts the order for Additional Services.

3 Delivery of Hardware, Access and Installation

- 3.1 Delivery of Hardware (where applicable):
 - 3.1.1 Risk in (but not title to) the Hardware compromised in the Services shall pass on delivery and the Client will be responsible for the security and safe keeping of all Hardware and or any other of PCS equipment from the time each item is delivered to the Client and/or the Installation Address.
 - 3.1.2 Unless otherwise stated in the Service Schedule the Client acknowledges that any Hardware supplied during the Contract is owned by PCS and/or PCS's suppliers and/or licensors and no title in the Hardware will pass to the Client under the Contract. PCS grants the Client a non-exclusive license to use the Hardware at the Installation Address for the purpose of receiving the Services. Such license will terminate with immediate effect once the provisions of Services are terminated and/or the Contract is otherwise determined.
 - 3.1.3 The Client will obtain and maintain all risk insurance over the Hardware, with cover sufficient to protect PCS interests in the Hardware. The client will indemnify PCS against any claims, proceedings or threatened proceedings from third parties (including PCS's customers) and against any loss or damage suffered by PCS arising from the Client's use of the Hardware where such claims and/or losses arise from the acts or omissions from the Client or its agents and/or subcontractors and for all costs and expenses incurred by PCS.
- 3.2 The Client acknowledges that in respect of certain services, it may be necessary for PCS to access the Clients premises in order to install the provision of network access and/or Hardware in order for the Services to commence.. PCS shall use their reasonable endeavours to perform and complete the Installation Services, however if for technical and/or operational reasons Installation is not possible, PCS may terminate the Contract in accordance with clause 13.3
- 3.3 Where it is necessary for Installation Services to be carried out to enable the provision of the Services, the Client shall permit and/or shall procure permission for PCS and/or anyone acting on their behalf to access the Clients premises and/or Installation Address for the purpose of installing the provision of network access and/or Hardware pursuant to the Contract.
- 3.4 Where PCS does not supply Hardware pursuant to the Contract the Client will be responsible for providing all necessary equipment, software, network facilities and telecommunication services to access and make use of the Services provided by PCS. The Client

will ensure that all Equipment, telecommunication equipment conforms at all times with the any applicable safety laws and/or regulations where applicable. PCS shall not be under any obligation to connect or keep connected any Equipment if it does not conform or if in PCS's reasonable opinion it is liable to cause death, personal injury or damage or property or impair the quality of the Services provided by PCS or to cause PCS to lose its Authorizations or to put PCS in breach of their obligations to any third party. The Client will ensure at all times throughout the Term that all Equipment connected to or used in the provision of Services will continually be used in accordance with any applicable instructions, safety or security procedures.

3.5 Any SIM cards supplied remain the property of PCS and/or any Third Party Operator.

4 Service and/or Hardware Failure

4.1 PCS does not guarantee that the Network Services, PCS Services or Fixed Line Services will be continually available or free from any Service Failures. Where the Client believe that they're experiencing Service Failures the Client must immediately report this via the PCS helpdesk in accordance with the procedures in clause 16 providing PCS with as much information as possible in order for PCS to investigate the problem. PCS will log the time and receipts of all such reports. PCS shall supply maintenance services for the Network Services, PCS Services and the Fixed Line Services (either remotely or by physical intervention at the option of PCS). The target response and workaround times (where applicable) and clients obligations for reporting are specified in the clause 16.

4.2 The Client will be responsible for any fees/charges in relation to time spent on investigation or repair of any fault which has been caused by the negligence and/or omissions of the Client or in circumstances where it is determined that there has been no Service Failure or where requests have been received for remote or on-site support (Level 4 Category).

4.3 The Client acknowledged that where mobile services are provided PCS may suspend the Services which relates to mobile services:

4.3.1 in order to carry out maintenance or testing of any underlying service provider's Network or of PCS's systems;

4.3.2 during any technical failure of the underlying service provider's Network,

4.3.3 when it is necessary to safeguard the security and integrity of any underlying service provider's Network and PCS's systems or to reduce the incidence of fraud;

4.3.4 where it identifies Artificially Inflated Traffic;

4.3.5 due to any emergency planning measures. PCS shall endeavor to keep all such suspensions to a minimum and shall give the Client notice of such suspensions where reasonably practicable to the extent that the underlying service provider provides such notice and subject to the underlying service provider's suspensions length;

4.3.6 if required to do so by government or law enforcement authority.

4.4 PCS warrants that any Hardware supplied shall comply with any Technical Specification given.

4.5 If during the Warranty Period the Hardware fails to function with any Technical Specification so given then subject to the due observance and performance of these Conditions by the Client and clause 4.6 of these Conditions, PCS shall repair any defects in the Hardware as soon as reasonably practicable and in accordance with the procedures in clause 16 (where applicable) subject always to clause 4.6 or unless the defect is otherwise caused by the Client or any third party or unless the Client has modified the Hardware in any way.

4.6 PCS shall not be obliged to carry out any maintenance to any Hardware outside normal working hours and nor where required

as a result of any unauthorised act or omission or default of the Client or any third party (including without limitation any failure to adhere to manufacturer's instructions or guidelines, electrical surges or failures in the public telecommunication system, damage to the Hardware caused by vibration, unauthorised re finishing or re painting or relocation or removal of the Hardware) nor where arising as a result of any matter outside the reasonable control of PCS, but any such maintenance provided by PCS, in such circumstances PCS shall provide the Client with a schedule of works and quote for work to be undertaken with a full breakdown of anticipated cost prior to the commencement of the maintenance work.

4.7 PCS'S obligations under Clause 4.5 shall be the Client's sole and exclusive remedy in respect of any breach of Clause 4.4. PCS shall have no further liability to repair any Hardware after the expiry of the Warranty Period unless the Client has entered into a separate support contract with PCS in respect of the Hardware for which clause 17 shall apply.

4.8 The limited warranty set out in Clause 4.4 is given in lieu of all other warranties. Except as expressly set out in this Agreement, any representations, warranties, terms and conditions (whether implied by law, statute, custom or otherwise) are hereby expressly excluded to the maximum extent permitted by law.

5 Charges

5.1 The Charges shall be payable as specified in the Service Schedule (or as subsequently notified to the Client in accordance with clause 5.4) for use of the Services(s) against invoices submitted by PCS to the Client. PCS's invoices shall be payable within 14 days following receipt of a VAT invoice. All data/call and other variable charges will be calculated in accordance with usage recorded by logging or recording of data and/or calls by PCS or its service providers. This data shall be final and binding upon the parties. Where any direct debit payments are withheld because of insufficient Client funds then without prejudice to the rights of PCS hereunder PCS reserves the right to charge a reasonable administration fee of not less than £25 plus VAT in relation to each such nonpayment.

5.2 The Fees are exclusive of VAT and the Client shall pay the VAT payable in respect of the Fees in the amount and in the manner prescribed by law from time to time.

5.3 All invoices may be rendered by PCS at any time and shall be payable by the Client in full, without set off, deduction, and abatement or withholding on any grounds within 14 days of the date of an invoice. PCS shall be entitled to charge interest at a rate of 4% above the base rate of HSBC Bank PLC on all outstanding amounts from the due date until the date payment is received, whether before or after judgement.

5.4 Unless expressed in the Service Schedule otherwise, PCS may vary the Charges for the Services by giving the Client 15 days written notice or immediately where clause 5.5 applies. The revised charges shall apply to all Services provided after the effective date of the notice of change.

5.5 Where the Services include Equipment Maintenance Services, The Charge may be adjusted by PCS at any time in the event that:

5.5.1 the level of Equipment Maintenance Service provided for the System is changed for any reason. The Charge may then be adjusted to the appropriate rate for the revised level of service in accordance with PCS's standard maintenance charges in force at the relevant time.

5.5.2 any changes are made to comply with the requirements or recommendations of PTOs affecting the provision of the Equipment Maintenance Service for the System. The Charge shall in this event be adjusted by such amounts as in PCS sole opinion is reasonable.

5.5.3 revised software is installed in the System for any reason. The Charge shall in this event be adjusted to the appropriate rate for the revised software in

- accordance with PCS's standard maintenance charges in force at the relevant time
- 5.5.4 the software installed in the System is no longer a current release. In this event the Charge shall be adjusted to the rate applied at the relevant time for the maintenance of the superseded release.
- 5.5.5 the System is extended by the addition of further hardware. In this case the Charge shall be increased by the amount of PCS's charges of maintaining the additional hardware.
- 5.6 Where the Services comprises or includes services in respect of which rebates are payable by PCS to the Client ("Rebate Service"), PCS will notify the Client of the amount of the rebate due for each calendar month or other applicable period within 15 days of the end of each Billing Period. It is the Client's responsibility to issue an invoice to PCS for payment of the rebate due. PCS will pay the rebate 45 days following the date of the Client's invoice or (if later) within 14 days of the date of receipt by us of sums from British Telecommunications plc (or other relevant carrier) paid to us in respect of the applicable Service. The Client does not have the right to deduct rebates payable by PCS to the Client from the payment of Charges due from PCS to the Client.
- 5.7 Following a decision or request from Phonepay plus relating to a Rebate Service, PCS may withhold from any rebate payable to the Client or demand payment by the Client of such sums as are sufficient to meet any fines, administrative charges or other sums payable by PCS to Phonepay plus and to which Phonepay plus claim entitlement under the Phonepay plus Code.
- 5.8 Where a network operator (including, without limitation, BT) withholds payment of any sum (in whole or in part) due to PCS in relation to a Rebate Service or subsequently claims repayment of any sum (in whole or in part) paid to PCS in relation to a Rebate Service, PCS may deduct from any rebate to the Client and keep or demand payment by the Client of any sum equal to the amount delayed, withheld or claimed until such network operator makes payment of the same in full to PCS.
- 5.9 Where the Services include Installation and/or Connection Installation Charges and/or Connection Charges will be payable by the Client to PCS.
- 5.10 The Client shall pay PCS for any additional services provided by PCS that are not specified in the Service Schedule in accordance with the PCS then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between PCS including but not limited to:
- 5.10.1 all incidental expenses for third party services supplied in connection with the Services (where applicable)
- 5.10.2 all charges for remedying faults in the Hardware and/or System caused by neglect, misuse, failures or excessive variations in electrical power, external electrical radiation, radio interference, unauthorised interference with the system, accidental damage, lighting, flood, fire or other causes other than ordinary use which is not covered for in clause 16 or clause 17
- 5.11 The Client by entering into any Contract unconditionally and irrevocably recognises acknowledges that (where it is applicable in relation to the Services);
- 5.11.1 it authorises its lines to be connected to another service provider (where applicable);
- 5.11.2 it agrees to pay all call charges levied by such telecommunications service provider and/or with any other telecommunication service provider with whom they have a contractual arrangement and to adhere to all terms and conditions applicable to those call charges;
- 5.11.3 the execution of any Contract by the Client does not and will not infringe the rights of any third party;
- 5.11.4 there is no further act matter or thing outstanding on the part of the Client or its advisors that would or might impede or preclude the Installation taking place at any time including without prejudice to the generality of the foregoing any outstanding issues relating to any third party consent required to use the Services(s) from the Installation Address or otherwise relating to the suitability design construction use or enjoyment of the Installation Address for the purposes of using the Services(s) from the Installation Address
- 5.12 PCS may set a limit on the amount of charges a Client may incur during each calendar month and/or a maximum number of active connections and/or a bar on SIM Card(s) being used on overseas networks or for making international calls or premium rate calls, which we refer to as a call limit. PCS may agree to increase or remove the call limit, after making credit checks. Client may be able to go over call limit, but if this happens Client shall be required to pay all charges immediately. PCS reserves the right to refuse to provide Hardware and/or Services if in PCS's opinion it may cause Client to exceed call limit or if the call limit is already exceeded.
- 5.13 PCS may ask Client for a deposit:
- 5.13.1 To provide a credit balance for services to be provided;
- 5.13.2 When SIM cards are connected;
- 5.13.3 If client wishes to increase credit limit;
- 5.13.4 To enable international calls / roaming;
- 5.13.5 Any additional Services, PCS Service(s), Network Service(s), Fixed Line or Hardware is requested.
- 6 Clients Obligations**
- 6.1 Where the Services compromise of Fixed Line Services and/or PCS Services clause 6.2 – 6.7 shall apply.
- 6.2 The Client shall use all reasonable endeavors at all times to ensure that the Fixed Line Services and/or PCS Services are accessed and used:
- 6.2.1 Only in accordance with the Contract and these Conditions, any user guide and any other instructions PCS gives to the Client from time to time; and
- 6.2.2 only in accordance with all relevant legislation including the Telecommunications Act 1984 the Communications Act 2003 the Data Protection Legislation and applicable Health and Safety legislation, regulations, codes of practice, licenses, guidance and other requirements of any relevant government or governmental agency.
- 6.3 The Client shall not use, nor allow any other(s) to use, the Fixed Line Services and/or PCS Services(s):
- 6.3.1 To contravene or cause PCS to contravene any Legislation;
- 6.3.2 To contravene the Acceptable Use Policy
- 6.3.3 for any improper, immoral, illegal or unlawful purpose;
- 6.3.4 to store, send, reproduce or receive a communication which is, or is intended to be, a hoax call to emergency services, or which is defamatory, offensive, abusive, indecent, obscene or menacing;
- 6.3.5 to violate or infringe any rights of, or to cause annoyance, inconvenience or anxiety to, or to interfere with or damage, any other person;
- 6.3.6 in such a way that may impair, interfere with, damage or affect the operation or quality of the Fixed Line Services and/or PCS Services(s);
- 6.3.7 in such a way which may compromise the security of the Equipment or
- 6.3.8 Fraudulently or illegally or in such a way which may result in Artificially Inflated Traffic;

- 6.3.9 to exceed any Facility Limit or cause an overload to the Network;
- 6.3.10 In such a way as to compromise the security of the Hardware or other systems by introducing viruses or failing to employ appropriate security measures;
- 6.3.11 In such a way so as to enable or permit unauthorised access by the Client or third parties to data stored on the Network;
- 6.3.12 In such a way so as to cause a degradation of service to any of PCS's customers.
- 6.3.13 In such a way as to involve the sending of unsolicited marketing or advertising materials;
- 6.3.14 In such a way which would result in the transmission or storage of any material or a pornographic, obscene, defamatory, menacing or offensive nature or which result in the breach of any third party's intellectual property rights, confidential information or privacy;
- 6.3.15 To breach or cause PCS to breach any applicable Data Protection Legislation;
- 6.3.16 In such a way which would cause PCS to lose or breach any of their Authorisations.
- 6.4 The Client shall not connect or continue connection by or on behalf of itself or any end user of any GSM Gateway(s) to the Network without PCS's prior written consent, which may be withheld at PCS's absolute discretion. This restriction also applies to Sim Boxes or similar set-ups. Customer will keep PCS indemnified of any charges or penalties incurred by the Clients unauthorised use of Sim Boxes.
- 6.5 The Client:
- 6.5.1 shall keep the Hardware in good repair and shall not alter or move the Hardware, nor do anything that is likely to damage or adversely affect its performance, nor remove or deface any words or signs on it, nor permit anyone else to do so;
- 6.5.2 shall not connect nor permit the connection of the Hardware into any equipment (or Equipment) which is not compliant with applicable health and safety telecommunications or other applicable legislation for the time being in force (and without limitation PCS reserves the right to suspend withdraw or refuse to supply the Services(s) in the event that PCS in its absolute discretion deems such equipment non-compliant as aforesaid);
- 6.5.3 shall not sell, let, mortgage, charge, pledge, dispose of or do anything that would prejudice the Hardware or the Fixed Line and/or PCS Services(s) in any way; and
- 6.5.4 will allow PCS and its representatives to inspect, test, modify, change, add to, replace or remove any such Hardware on reasonable notice.
- 6.6 The Client shall provide all reasonable assistance and information with regard to the supply of the Fixed Line Services and/or PCS Services(s) and shall, if appropriate, be solely responsible for safeguarding all data by taking back up copies, maintaining disaster recovery process and through any other appropriate means.
- 6.7 If PCS provides the Client reasonable notice in advance of each requisite occasion, the Client authorises PCS to act on the Client's behalf in essential dealings with the operator of any telecommunications network or system in connection with any matter that enables PCS to provide or to continue to provide the Client with the Fixed Line Services and/or the PCS Service(s) (including without limitation giving all nominations notices and authorisations to any telecommunications provider to facilitate the Fixed Line Services(s) and/or the PCS Services via that provider). For the avoidance of doubt, any expenditure incurred by PCS in connection with this clause 6.7 shall be payable by the Client in accordance with clause 5.10.
- 6.7.1 Except in the event of any fault or breach of these Conditions by PCS, the Client will at all times during and following termination of any Contract on demand indemnify and keep indemnified and hold harmless PCS its officers, partners, agents, employees and contractors from and against all claims together with all VAT due thereon arising as a result of any breach of the Contract and of these Conditions by the Client or otherwise as a result of any act or omission of the Client including, but not limited to, any fraudulent behaviour by the Client.
- 6.7.2 The Client will at all times keep PCS indemnified against any loss or damage suffered by PCS arising from the Client's breach of its obligations under the Contract where such claims and/or losses arise from the acts or omissions from the Client or its agents and/or subcontractors and for all costs and expenses incurred by PCS.
- 6.7.3 The Client will at all times keep PCS indemnified against any loss or damage suffered by PCS where such loss or damage arises from any unauthorised use of the Fixed Line Services or any other PCS Services by a third party.
- 6.8 Where the Services are being used with Equipment the Client will:
- 6.8.1 Ensure that the Equipment meets the minimum technical specifications as notified by PCS from time to time and as may be required by PCS to be compatible with the Services;
- 6.8.2 Ensure that the Equipment is supplied and maintained in a safe condition, in good working order and that it complies with all applicable Legislation and/or any regulations
- 6.8.3 Obtains all required licenses and/or other consents to enable PCS to have access to and use of the Equipment for the purposes of providing the Services including but not limited to any license rights in respect of any software which forms part of the Equipment. The Client is solely responsible for any costs associated with obtaining any licenses and/or consents.
- 7 Security and Back Up**
- 7.1 The Client is responsible for the security in relation to the use of the Services (including PCS Services and/or the Fixed Line Services) and its own System and/or Equipment including but not limited to, protecting all passwords, backing-up all data, employing appropriate security devices, including virus checking software and having disaster recovery processes in place.
- 7.2 Where the Client becomes aware of any matters which they know or ought to reasonably be expected to know which would constitute a threat to the security of the PCS Services and/or Fixed Line Services, the Client will immediately inform PCS.
- 8 VoIP and/or SIP Services**
- 8.1 Where the Services involve VoIP and/or SIP the Client acknowledges that:
- 8.1.1 They must have a broadband service with the required bandwidth to support acceptable call quality and with adequate usage limited;
- 8.1.2 They must have compatible cables and extension leads between any communications equipment and telephone socket;
- 8.1.3 the provision of the VoIP Service / SIP Service is subject to testing to PCS's satisfaction that the broadband service provided by the relevant broadband provider will support it. If any installation work is needed at the Clients premises before PCS are able to provide the VoIP Service / SIP Service, it will be the Client's

- responsibility to arrange this through an authorised third party at their own costs
- 8.1.4 It is their responsibility to provide, maintain and keep secure against unauthorised use, the Hardware and/or where applicable Equipment necessary to receive and use the VoIP Service / SIP Service.
- 8.2 The Client acknowledges that all Intellectual Property rights in the VoIP Service / SIP Service (including the Hardware and any related software) are and will remain vested in PCS, their agents, the Hardware manufacturer or their licensors as applicable and will enter into any licence or agreement reasonably required by the owner of any intellectual property rights in any software supplied to the Client for the purpose of accessing the VoIP Service/SIP Service.
- 8.3 The Client acknowledges that in order to receive and enjoy the full benefits of the VoIP Service / SIP Service some minor modifications may need to be made to their local network. It will be the Client's responsibility to ensure that such modifications do not invalidate the terms of any warranty that they may have concerning their own Equipment. PCS will not be liable for any claim that their warranty has been invalidated (if applicable) as a result of work carried out by the Client, PCS and/or their agents in order to make the Client's local network operate with the VoIP Service / SIP Service.
- 8.4 It is the Client's responsibility to ensure the compatibility of the VoIP Service / SIP Service with their local network, any hardware, software, or any other equipment or services.
- 8.5 Whilst PCS will aim to provide a continuous VoIP Service / SIP Service to the Client, the VoIP Service / SIP Service may impair, or be impaired by, the uploading or downloading of data and/or the making or receiving of simultaneous calls using the same broadband enabled connection, or by other circumstances beyond PCS's reasonable control. The Client acknowledges that the VoIP Service / SIP Service may be adversely affected from time to time by failure of their local network, a server or other external causes, and may fail or require maintenance without notice. PCS will have no liability for failure of the VoIP Service / SIP Service in these circumstances.
- 8.6 The Client acknowledging that the VoIP Service / SIP Service:
- 8.6.1 may not offer all the features or resilience that the Client may expect from a conventional phone line; and
- 8.6.2 is not a Publicly Available Telephony Service (PATS) and as a result, may sometimes be limited, unavailable or disrupted due to events beyond PCS's control e.g. power disruptions, failures or the quality of the broadband connection,
- and that PCS shall have no liability to the Client in respect of these.
- 8.7 The Client acknowledge that
- 8.7.1 the VoIP Service / SIP Service is not intended to be used for calling the 999 service or making other emergency or important calls and that a conventional phone line should be installed for such purposes; and
- 8.7.2 they may only access the VoIP Service through the software provided and must not attempt to circumvent any security measures.
- 8.8 The Client must ensure that any personal computer, data, Hardware and other Equipment used in connection with the VoIP Service / SIP Service is secure and protected from any risks (including viruses) that downloading any software may involve, by installing appropriate software.
- 8.9 The Client is responsible for the security and proper use of all usernames and passwords and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to or accessed by any unauthorised people.
- 8.10 The Client is wholly responsible for the safety and security of any VoIP Service / SIP Service account and the Hardware and/or Equipment used by the Client to access the VoIP Service / SIP Service and must put in place such safeguards as are necessary to prevent unauthorised use. The Client will be responsible for all use of the usernames and passwords to access any Services, whether authorised or not. PCS have no liability for any Charges incurred by the Client as a result of the unauthorised use of any VoIP Service / SIP Service and all Charges will remain payable by the Client and pay all Charges for the VoIP Service / SIP Service upon receipt of our invoice, whether the Service is used by the Client or someone else (whether authorised or unauthorised). This includes, but is not limited to, calls made from fraudulent use of the VoIP Service / SIP Service account caused by hacking or any other form of unauthorised intrusion or use.
- 9 Allocation and use of telephone numbers**
- 9.1 Where PCS or a Third Party Operator allocate a Client any telephone numbers or codes as part of the Services, the Client acknowledge that the Client will not acquire any legal, equitable or other rights in relation to any numbers or codes. PCS may withdraw or change any such numbers or codes and will give the Client as much notice as possible of this. The Client may not sell, encumber or transfer or seek to sell, encumber or transfer any numbers or codes allocated by PCS. The Client may port numbers to PCS and, subject to the Client paying PCS's then current port out administration charge, the Client may also port numbers to other carriers with whom PCS have porting agreements. All Intellectual Property rights or other rights in any numbers or codes allocated by PCS will at all time, as between PCS and the Client, remain vested in PCS.
- 9.2 PCS will not be obliged to comply with any porting request unless and until the Client has fully complied with all of their obligations under the Contract (including the payment of all Charges due) which, in the event of cancellation within the Commitment Period (if any) will include any early termination charges
- 10 Variations**
- 10.1 PCS may vary the other terms of these Conditions at any time by posting the changes on its website(s) and, if any variation of these terms and conditions is in the opinion of PCS likely to cause material detriment to the Client, by giving the Client reasonable prior notice. PCS will only do this if it has a valid reason, for example to reflect changing arrangements with any operator of any telecommunications network or system over which PCS provides the PCS Services(s) or Fixed Line Services changing legal, regulatory or business requirements. In the event of any such change, the Client shall have the right to terminate the Contract by giving PCS 7 days' written notice. The Client agrees that if the Client does not serve such notice within 30 days after any variation(s) to these Conditions, the Client will be bound by the Contract as varied.
- 11 Suspension**
- 11.1 Without prejudice to the accrued rights of PCS hereunder PCS may at its discretion suspend the Client's access to the Services immediately: a) in the event of any breach (or suspected breach) of the Contract and/or these Conditions by the Client or any other agreement to which the Client and PCS are parties; b) if required to do so by the Government, an emergency service organisation or any other competent body or authority; c) for repairs, maintenance or improvement to which Client has been made aware; or d) if PCS has good reason to suspect fraudulent activity or misuse of the Services(s).
- 11.2 In the event of suspension of the Services(s) due to the negligence and/or breach by the Client, as aforesaid the Client shall pay for and indemnify PCS on demand against all costs incurred in suspending and re connecting the Services(s) and shall be solely responsible for discharging any additional telecommunication costs incurred by the Client as a result of suspension of the Services(s).

12 Data Protection

- 12.1 It is acknowledged that both parties have an obligation pursuant to the Contract and these terms to comply with all applicable requirements of the Data Protection Legislation. This clause 12.1 is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Legislation.
- 12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and PCS is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 12.3 Where the Client requires PCS to process Personal Data, the Client shall provide the following details, which shall form part of the Contract, in writing to PCS:
- 12.3.1 the scope, the nature and purpose of the processing;
- 12.3.2 the duration of the processing;
- 12.3.3 the types of personal data subject to the processing;
- 12.3.4 the categories of the data subjects; and
- 12.3.5 the obligations and rights of the Client under Data Protection Legislation.
- 12.4 Without prejudice to the generality of clause 12.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to PCS for the duration and purposes of the Contract.
- 12.5 Without prejudice to the generality of clause 12.1, PCS shall, in relation to any Personal Data processed in connection with the performance by PCS of its obligations under the Contract:
- 12.5.1 process that Personal Data only on the written instructions of the Client unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to PCS to process Personal Data (**Applicable Laws**). Where PCS is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, PCS shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit PCS from so notifying the Client;
- 12.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 12.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 12.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
- (i) the Client or the PCS has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) PCS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) PCS complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- 12.5.5 assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 12.5.6 notify the Client without undue delay on becoming aware of a Personal Data breach;
- 12.5.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- 12.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for audits by the Client or the Client's designated auditor.
- 12.6 The Client consents to PCS appointing a third-party processor of Personal Data under the Contract and these terms. PCS confirms that where it is applicable that it will enter with a third-party processor into a written agreement substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this clause 12. As between the Client and the PCS, PCS shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 12.
- 12.7 PCS may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these terms).

13 Term and Termination

- 13.1 The Contract shall commence on the Commencement Date and continue in full force for the Commitment Period as specified in the Service Schedule (including any extension of it pursuant to clause 2.8)
- 13.2 Either party may terminate the Contract immediately on giving notice in writing to the other in the event that the other is or becomes insolvent, meaning that a resolution is passed or an order is made for the winding up of the other (other than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order, or a receiver or administrative receiver is appointed or an encumbrance takes possession of any of the other's property, or the other suffers any analogous procedure under any foreign law.
- 13.3 PCS may terminate the Contract immediately on giving notice in writing to the Client in the event that:
- 13.3.1 the Client fails to pay any sums due under the Contract or the Service Schedule or in accordance with these Conditions on the due date; or
- 13.3.2 the Client commits a material breach of the Contract or these Conditions or the Service Schedule which is not capable of remedy, or (where capable of remedy) fails to remedy such breach within 7 days of receipt from PCS of notice requiring it to do so; or
- 13.3.3 PCS reasonably believes the Client has provided false or misleading information to PCS;

- 13.3.4 the Client ceases or threatens to cease trading;
- 13.3.5 PCS is unable to install or continue to provide the Services(s);
- 13.3.6 it is required to do so by a government or legal agency.

13.4 Where the Client is a small business customer and the Services relate to PCS Services and/or Fixed Line Services, the Contract shall expire no earlier than the expiry of the Commitment Period (**Expiry Date**) and shall continue on a unless or until terminated by either party giving the other not less than 90 days prior notice in writing, expiring no early than the Expiry Date .

13.5 In all other circumstances not provided for in clause 13.4 the Contract shall expire no earlier than the expiry of the Commitment Period (Expiry Date) and shall be automatically renewed on at the end of the Commitment Period or the then Subsequent Commitment Period (as the case may be) for a further period equal to the Commitment Period unless or until terminated by either party giving the other not less than 90 days prior notice in writing, expiring on the Expiry Date or the expiry of each Subsequent Commitment Period.

14 Effect of Termination

- 14.1 Upon termination or expiry of the Contract;
 - 14.1.1 PCS will have the right immediately to cease the provision of the Services(s); and
 - 14.1.2 all sums payable by the Client to the date of termination shall become immediately due and payable;
- 14.2 termination shall be without prejudice to the accrued rights of the parties to the date of termination.

15 Limitation of Liability

- 15.1 Nothing in this Agreement shall operate to limit or exclude PCS's liability for death or personal injury caused by its negligence, or for fraud.
- 15.2 Subject to (a) Clause 15.1 (where PCS's liability is unlimited) and (b) save as provided in clause 4.4 and 17.8 of these Conditions PCS's maximum aggregate liability for all claims made under or in connection with the Contract (whether arising in contract, under statute or in tort (including in each case negligence) or otherwise shall be limited to 100% of the total sums paid or payable by the Client to PCS under the Contract up to the date on which the event(s) giving rise to the claim occurred.
- 15.3 PCS shall not be liable to the Client for either (a) any loss of profits, loss of revenue, loss of data, loss of use, loss of anticipated savings or (b) any indirect, incidental, or consequential loss either of which arises in any way under or in connection with the Contract or these Conditions, even if such party has been advised in advance of the possibility of such damages.

16 Service Levels and Customer Service

16.1 Where the Client is experiencing Service Failure the following conditions shall apply:

16.2 Customer Services

- 16.2.1 Customers may raise helpdesk and support tickets via e-mail, web or telephone. Tickets will be processed by a team of competent analysts who provide product and service support. The analysts are technical engineers who are trained to perform in-depth diagnostic and trouble-shooting activities in order to resolve product and service issues as quickly as possible.
- 16.2.2 Customer queries will be recorded in a call tracking system and a Case Reference Number assigned. Each query will also be assigned a category – see below and where applicable (in the contents of PCS Services (as per clause 16.5) against which a SLA will be applied.

16.2.3 Customers are requested to quote the Case Reference Number in all future correspondence.

16.3 Call Logging

Calls may be logged through the following mechanisms:

Logging Method	Access
Email	support@purecloudsolutions.com (refer to service schedule for hours of support)
Telephone	+44 (0)333 150 6780 (during Working Hours)
WEB	www.purecloudsolutions.com/support/report-a-fault

Working Hours are Monday-Friday, 9 am to 5 pm UK local time, excluding public holidays.

When communicating via email, please ensure that the ticket id reference is mentioned anywhere in the subject of the email using the form [TICKETID<ticket ID number>]. For example, if you're responding to ticket ID 76, please insert TICKETID:76 anywhere in the subject.

16.4 Ticket Categories

On logging a ticket, a category will be assigned to determine the severity of the ticket.

Category	Description
Level 1	Problems severely affect service, traffic, billing and maintenance capabilities, and require immediate corrective action, issues can be reported either on line or via the telephone
Level 2	Problems cause conditions that seriously affect more than 50% of the system operation and requires immediate attention, issues can be reported either on line or via the telephone between office hours
Level 3	Problems do not significantly impair the functioning of the system and do not significantly affect service to customers, issues can be reported either on line or via the telephone between office hours
Level 4	Means requests for remote or on-site support with the configuration, set up & training of any service or "How to" questions For Category Level 4 – Professional Services Charges will apply to any work/call out required, unless stated otherwise in the Service Schedule

16.5 Service Levels and response times – PCS Services and Network Services (with Hardware) only

Service Levels, escalation and daily rental credit as below only apply if a Client has PCS Service(s) supplied with Network Service(s) and Hardware.

Response Times

The times indicated below are the target times for PCS to respond to or provide a workaround for a ticket. Note that working periods are to be taken within context of the support cover period (as referred to below)

Category	Target Response Time	Target Workaround Time
Level 1	Within 2 Hours	Within 4 Hours

Level 2	Within 4 Hours	Within 8 Hours
Level 3	Within 8 Hours	Within 16 Hours
Level 4	Within 24 Hours	Within 72 Hours

Escalation

In the event that a workaround is not provided within the Target Workaround Time, then the following escalation timings shall apply. Escalation shall mean that the Customer may request access to a more senior member of the organization in relation to the provision of the workaround.

Category	Customer Service	Office/ Engineering Manager	Director
Level 1	Immediate	1 Hour	4 Hours
Level 2	Immediate	1 Hour	16 Hours
Level 3	Immediate	2 Working Days	5 Working Days
Level 4	Immediate	N/A	N/A

Daily Rate Rental Credit

Daily Rate Rental Credit is the amount PCS will credit the Client for each whole or part day fails to repair a Service Failure. The amounts are 1/365 per day of the annual contract value.

The maximum amount PCS will credit and/or pay the Client is 100% of the contract value.

Payment of Claims

PCS will normally deduct any amount that it owes to the Client from the Client's next bill, however in some circumstances PCS will pay actual financial loss by cheque.

The Client must make any claim within one month of PCS fixing a Service Failure under this clause 15.5. This must be done in writing to PCS.

Software Assurance

Software assurance covers diagnostics and repair for all PSC Services either remotely or onsite based on the contract taken out at the point of sale. Software assurance does not cover Hardware replacement; this is covered via standard manufacture warranty terms and conditions. SA standard s provided for all Clients with hosted services.

SA Standard Monday – Friday 9am to 5pm (remote support) (Standard service and is included free of charge with all hosted voice anywhere services)

SA Standard plus Monday – Friday 8.00am to 8.00pm (on-site support)

SA Premium Monday to Sunday 24hour (excluding bank holidays (on-site support)

SA Premium Plus Monday – Sunday 24hour cover including bank holidays (on-site support)

16.6 Service Exceptions – PCS Services

Due to the nature of the PCS Services, PCS recommends the implementation of PCS Service(s) with Network Service(s) and Hardware. Where a Client has chosen to utilise certain third party variants of these items to enable access to the PCS Service(s), the Client should note that the PCS Support SLAs herein described are not applicable for certain classes of support call, and assistance will

be provided on a good will basis only: For avoidance of doubt, this includes:

- Sites that have chosen to utilise third party IP Data Lines, where issues relating to call quality are being experienced.
- Issues related to the use of Telephones and Softphones that are not listed in the "Works With PCS" supported device list.
- Issues related to the use of Firewalls/ Routers that are not listed in the "Works With PCS" supported device list
- Call quality or call setup issues where calls have been made from 3G or WIFI hotspots
- Sites that have not been configured in accordance with the "PCS Client Advisories and Best Practices" document.

17 **Equipment Maintenance**

17.1 Where the Services involve Equipment Maintenance Services the Services shall be deemed to include the following

17.1.1 Repair of faults in System which is subject to wear and tear (subject to the exclusions detailed below);

17.1.2 Preventative maintenance for the System to take place as set out in the Service Schedule, such maintenance to include testing. The provision of such maintenance shall take place at times planned and agreed between the Parties; and

17.1.3 Corrective maintenance where required, such maintenance to include remote diagnosis checks, telephone advice and tests and if those are not appropriate or unresponsive, the actual physical inspection of the System, and the repair and replacement of worn or defective parts as may be deemed necessary by PCS.

17.2 PCS shall provide the Equipment Maintenance Services in a timely manner and in accordance with prevailing best practices in the industry.

17.3 Where any System is unavailable (due to its failure which gives rise to the need for the Corrective Maintenance or because the carrying out of the Corrective Maintenance necessarily gives rise to such unavailability), PCS shall use reasonable endeavours to complete all work required within the service levels as detailed below.

17.4 In the event that corrective maintenance is required, PCS shall supply any necessary replacement parts on an exchange basis. All parts supplied under this sub-Clause shall be new parts. Any replaced parts that are removed from the System shall become the property of PCS on replacement.

17.5 The Equipment Maintenance Services shall not be deemed automatically to cover any additional System that the Client may purchase (from the PCS or a third party) during the Term. Extension of the Equipment Maintenance Services to cover such new System shall occur only by agreement in writing between the Parties and may result in an increase in the Charges.

17.6 The following are expressly excluded from the Equipment Maintenance Services and PCS will only undertake them at its discretion and at extra cost to the Client:

17.6.1 Repairs to the System (including extra service time) which has been misused, abused or damaged, deliberately, or negligently, by the Client or any third party;

17.6.2 Repairs to the System damaged as a result of war, terrorism, fire, explosion or natural disaster;

- 17.6.3 Repairs to electrical equipment or infrastructure that is external to the System including failure of public telephone communication network;
- 17.6.4 Any alteration of the System to meet a change in the Client's requirements or recommendations of a Public Telephone Operator;
- 17.6.5 Moving or reinstallation, modification or reconfiguration of any System;
- 17.6.6 Repairs to equipment that is ancillary to the System (including any third party equipment) unless expressly included in the Service Schedule;
- 17.6.7 Maintenance of line wiring (where included as part of the System)
- 17.6.8 Replacement of consumable materials, where supplied, such as but not limited to cassette, teleprinter, paper ribbons, stand by batteries and power plant;
- 17.6.9 The time spent by PCS, their agents, subcontractors, employees being called out due to faults not included in the Equipment Maintenance Services and/or the System or if the System is reported faulty and there is no fault found.
- 17.6.10 Repairs to the System which has been modified, moved, reinstalled or repaired by the Client or any third party without the prior written approval of PCS; and
- 17.6.11 If, in its reasonable opinion, PCS considers that any System cannot be repaired economically so as to put it in a maintainable condition and it notifies the Client accordingly, PCS will thereupon not be required to carry out any Equipment Maintenance Services in relation to that System and it will be deemed to be no longer listed In the Service Schedule and PCS shall have no further obligation to the Client.
- 17.7 Client's Obligations
 - 17.7.1 The Client will enable PCS to access the sites where the System is stored (including remote access) at all times during which PCS reasonably requires such access in order to provide the Equipment Maintenance Services. Such access shall include use of and access to HVAC systems, lighting, electrical infrastructure and outlets, computer networks, telephones and any other facilities which PCS reasonably requires.
 - 17.7.2 The Client will provide PCS with detailed reports of any and all problems that require remedy within the Equipment Maintenance Services. Such reports shall be in the form provided by PCS or, where no such form is specified, in such a form that clearly sets out all known details relating to the problem, such details to include any specifically requested by PCS.
 - 17.7.3 The Client will take all reasonable precautions to protect the health and safety of PCS employees, agents and sub-contractors while at any premises where the System is stored.
- 17.8 Warranty
 - 17.8.1 PCS warrants to the Client that the Equipment Maintenance and Services supplied will be carried out in accordance with the service levels as per the cover purchased, which is as follows:

Level 1	Problems severely affect more than 90%of service, traffic, billing and maintenance capabilities, and require immediate corrective action issues can be reported either on line or via the telephone	Within 2 hours	Within 4 hours
Level 2	Problems cause conditions that seriously affect more than 50% of the system operation and requires immediate attention issues can be reported either on line or via the telephone between office hours	Within 4 hours	Within 8 hours
Level 3	Problems do not significantly impair the functioning of the system and do not significantly affect service to more than 24% of customers issues can be reported either on line or via the telephone between office hours	Within in 8 hours	Within 16 hours
Level 4	Problems for single users and or requests for remote or on-site support with the configuration, setup & training of any service or "How to" questions For Category Level 4 – Professional Services	2 working days	72 hours

Category	Description	Target Response Time	Target Work around time

	Charges will apply to any work/call out required, unless stated otherwise in the Service Schedule		
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Bronze Cover - Monday to Friday 09:00am until 17:00pm

Silver Cover - Monday to Saturday 08:00am until 20:00pm

Gold Cover – 24 Hours/365 Days

17.8.2 Except as expressly provided in this clause 16, no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the satisfactory quality, fitness for purpose, or ability to achieve a particular result, of the Equipment Maintenance Services is given or assumed by PCS and all such warranties, conditions, undertakings and terms are hereby excluded.

17.8.3 The Client agrees that its sole remedy in respect of any non-conformance with any warranty or other provision this clause 17 is that the PCS will remedy such non-conformance (either by itself or through a third party) and if, in PCS's reasonable opinion, it is unable to remedy such non-conformance, PCS will refund the Charges for the month in which the Equipment Maintenance Services, the subject of such claim, were supplied.

17.8.4 PCS does not warrant that all problems can and will be corrected but PCS will use all reasonable endeavours to correct problems so long as the problems are replicable or otherwise identifiable by PCS.

17.8.5 The Client must promptly notify PCS of any non-conformance to the above warranties in order to benefit from the remedy set out in sub-Clause 16.8, and in any event within 1 months.

18 General

18.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of these Conditions.

18.2 PCS shall not be liable to the Client for delays caused by an event beyond their reasonable control, such as fire, accident, labour dispute, floods, war, insurrection, riot, terrorism, act of government, act of God. PCS shall use all reasonable efforts to minimise the extent of any such delay. In the event that such an event lasts for more than one month, PCS shall be entitled to terminate the Contract on giving notice in writing to the Client.

18.3 Nothing in the Contract shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between the parties to it.

18.4 Neither party may assign its rights under the Contract without the prior written consent of the other party. PCS may without liability to the Client sub-contract its obligations and assign its rights in whole or in part under the Contract in order to duly perform or procure the performance of the obligations of PCS thereunder.

18.5 The invalidity or unenforceability, in whole or in part, of any provision of the Contract shall not affect the validity or enforceability of the remainder of such provision or of any other provision of this Agreement.

18.6 Clauses 3,5, 6 and 14 shall survive expiration or termination of the Contract

18.7 The Contract including these Conditions constitutes the entire agreement between the Client and PCS relating to its subject matter to the exclusion of all other terms, and supersedes all previous arrangements, agreements, and drafts. The Client

acknowledges that in entering into the Contract it has not relied upon any pre-contractual representation not expressly included in the Service Schedule or these Conditions. PCS shall not have any liability in respect of any pre-contractual representation innocently or negligently made. So far as permitted by law and except in the case of fraud, the Client acknowledges and agrees that its only rights and remedies in relation to any representation, warranty or undertaking made or given in connection with the Contract shall be for breach of terms of this Agreement (to the exclusion of all other rights and remedies including those arising in tort or under statute).

18.8 All notices and other communications in connection with the Contract shall be in writing. Notice shall be deemed to have been received by a party when actually received in the case of hand delivery, or five (5) days after mailing by first class mail, postage prepaid, to such party at the address of its registered office or principal place of business.

18.9 PCS agrees and declares that the PCS Services(s) complies with the relevant general conditions imposed upon PCS pursuant to the Communications Act 2003 as at the Effective Date.

18.10 SIM Cards shall remain the property of PCS at all times and Customer shall be entitled to use the SIM Cards (including any Software they contain) provided for use with the PCS Service(s) only.

18.11 PCS maintains all customer and call activity and information as private and confidential and only provides access to authorised Client representatives.

18.12 Password and access security is provided to ensure only Client authorised parties can view and obtain Client information. PCS do not know or directly store passwords and responsibility for physical password security, who has access to authentication credentials and how and by whom they are used lies solely with the Client.

18.13 PCS will provide only information required by governing law to government and law enforcement agencies in the jurisdictions it operates in when obliged.

19 Confidentiality

19.1 Each party undertakes that it shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

19.2 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received or to any other third party providing that the written consent of the other party has been obtained.

19.3 The obligations set out in this clause 19 shall not apply to Confidential Information that the receiving party can demonstrate:

- (i) is or has become publicly known other than through breach of this clause 19; or
- (ii) was in the possession of the receiving party prior to disclosure by the other party; or
- (iii) was received by the receiving party from an independent third party who has full right of disclosure; or
- (iv) was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.

19.4 The obligations of confidentiality in this clause 19 shall not be affected by the expiry or termination of this agreement.

20 Governing Law and Jurisdiction

20.1 The Contract is governed by and shall be construed in accordance with English law.

- 20.2 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 20.3 If the matter is not resolved through negotiations within 30 days, the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure recommended to the parties by the Centre for Dispute Resolution.
- 20.4 If the matter has not been resolved by an ADR procedure within 30 days of the dispute arising, or if either party will not participate in an ADR procedure, the dispute shall be resolved under the jurisdiction of the Courts of England, whose jurisdiction shall be exclusive in all matters save the enforcement of judgements, where it shall be non-exclusive.