



PCS303 - Issue 3

Classification - Public

PCS - Standard Terms & Conditions



TERMS AND CONDITIONS

These Terms and Conditions shall apply to the provision of the services provided by **Pure Cloud Solutions Ltd**, a company registered in England & Wales under number **08033253** whose registered office is at 6 The Pavilions Amber Close, Amington, Tamworth, England, B77 4RP (**PCS**), to you (**Client**). These terms and conditions 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 any other document(s)

The Client's attention is particularly drawn to the following: clause 2.2 (Subsequent Commitment Period); clause 8.10 (Unauthorised or Fraudulent Use of Services); clause 5.6 (Charges); clause 5.17 (Cancellation Charge) and clause 16 (Limitation of Liability).

Small Business Customers are advised to read the Small Business Customer Notice on the Pure Cloud Solutions website (available [here](#)).

1 Definitions and interpretation

1.1 Definitions

Acceptable Use Policy

means any rules, limits or restrictions for the use of the Services as may be revised by PCS from time to time

Additional Services

means any additional services to be supplied to the Client by PCS under the Contract during the Contract Term

Agreed Usage

means the monthly minimum call traffic as specified in the Service Schedule or otherwise

Airtime Agreement

means a mobile airtime agreement with a network service provider to provide Airtime Services

Airtime Services

means cellular mobile telecommunications airtime and network capacity procured from a network/service provider

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

means in relation to a party to the Contract, any company, which, at the time the Contract is entered into, 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 PCS will bill the Client from time to time for the Services

Bribery Act

means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption.

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 or any revised charges notified to the Client in accordance with clause 5.6 and/or clause 5.7 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 and/or any additional sums payable by the Client pursuant to the Conditions

CLI

means caller line identity services that identify the originating number of outgoing calls

Client

means the person or business specified in the Service Schedule who contracts to purchase Services from PCS

Commencement Date

means the commencement of the Contract, being the date on which the Client accepts PCS' offer as per clause 2.1



Commitment Period

means in respect of the Services the period stated in the Service Schedule or, if no commitment period is stated, a minimum period of 60 months commencing on the Effective Date of the last Service to be provided to the Client pursuant to the Contract unless in each case the period is extended pursuant to clauses 2.7 and/or 2.8

Conditions

means these terms and conditions as amended from time to time

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 information relating to management, financial, marketing, technical and other arrangements or operations of any associate, person, firm, or organisation associated with that party

Connection

means the successful connection of the Services to a Network, where applicable, and 'Connected' shall be construed accordingly

Connections

means the connection of an end user to a mobile network service provider such that the end user is capable of accessing and using Airtime Services

Connection Charge

means any charge for Connection

Connection Date

means the date the relevant Services, where applicable, are connected to the Network

Contract

means the agreement between PCS and the Client to provide and receive the Services and, where applicable, Hardware pursuant to the Conditions

Contract Term

means the entire duration of the Contract including the Commitment Period and any Subsequent Commitment Period

Customer Account

means the Customer's account on the Distributors portal

Customer Data

means all data, including all text, sound, video or image files and software, and which may include Personal Data, that is provided to Microsoft by or on behalf of the Client through use of the Microsoft Cloud Services

Customer Transfer Preference Policy

means the policy (available [here](#)) as amended by PCS from time to time

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

means the Hardware and Services as applicable

Distributor

means PCS' distributor

Downward Migration

means in respect of a Mobile Connection the transfer at the request of a Client from one tariff provided by the network service provider to another tariff provided by that same network service provider (the "New Tariff") which results in the Client being charged a lower monthly line rental under the New Tariff

Effective Date

means the date on which each service comprising the Services is first provided to the Client

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 Services**

means the maintenance services to be provided by PCS to the Client for the maintenance of any System

Existing Services

means the Client's current Microsoft Seat-Based Subscriptions (and associated Seat-Counts) and Azure subscriptions, for which PCS is the Primary Administrator as at the date detailed in the associated Service Schedule

Facility Limit

means a monthly financial limit PCS may apply at their discretion for variable, call, data or other charges incurred under the Contract

Fair Use Policy

means PCS' Fair Use Policy (available [here](#)) as amended from time to time

GSM Gateway

means any equipment containing a SIM Card or multiple SIM Cards which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call

Handsets

means mobile telecommunications handsets and other associated equipment for use with or in connection with the handsets

Hardware

means the equipment provided to the Client under the Contract by PCS excluding the Handsets installed at the Installation Address and directly connected to the Services

Installation

means the provision of network access, Hardware and/or Services installed by PCS or any agent of PCS

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 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

Installation Charge

means any charge for Installation payable to PCS by the Client

Installation Date

means the date the Hardware and/or Services are installed

Installation Services

means the services relating to the Installation by PCS (or its duly authorised agents) of the Hardware and/or Services (where applicable)

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:

- (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 wherever existing

Legislation

means any applicable legislation, authorisation, permits, permissions, rules, regulations order and/or guidelines to the provision of the Services

Maintenance Services

means any maintenance required to be carried out on the Services



Microsoft Cloud Services

means:

- (a) seat-based services, including:
 - (i) the Existing Services (if any);
 - (ii) the Transferred Services (if any); and
 - (iii) the Microsoft Seat Based Subscriptions (and associated Seat Counts) Ordered by PCS for the Client as described in clause 10.3.3; and
- (b) Azure services including:
 - (i) the Existing Services (if any);
 - (ii) the Transferred Services (if any); and
 - (iii) all Azure subscriptions Ordered by PCS for the Client as described in clause 10.6.3 and all consumption of Azure services by the Client in relation to those subscriptions,

as recorded in the Customer Account, and includes in each case (to the extent that the context permits), all renewals of subscriptions in accordance with the Service Schedule and these terms and conditions.

Microsoft Customer Agreement

means the applicable Microsoft Customer Agreement found [here](#) (and as may be varied by Microsoft from time to time)

Microsoft Order

means, as applicable:

- (a) an order for Microsoft seat-based services made by the Supplier following receipt of and in accordance with an Order Request from the Client (as described in clause 10.3.3);
- (b) an order for Microsoft Azure services made by the Supplier following receipt of and in accordance with an Order Request from the Client (as described in clause 10.6.3),

and "Ordered" has a corresponding meaning;

Microsoft Order Request

means an order request made by the Client as described in clause 10.3.3 (in the case of seat-based services) or clause 10.6.3 (in the case of Azure services), as applicable

Microsoft Renewal

means the renewal of a Seat-Based Subscription as described under clause 10.5 (and applicable Seat Count, for the nominated term), whether occurring via auto-renewal or scheduled changes

Microsoft Renewal Commencement

means the time at which the term of Microsoft Renewal commences

Minimum Airtime

means the minimum period of time which the Client has agreed to maintain Connections under the Airtime Agreement

Minimum Mobile Term

means the term agreed with the Client being the time the Client has agreed to maintain Connections under the Airtime Agreements

Mobile Connection

means the connection of an end user to a network or service provider such that the end user is capable of using the Airtime Services

Mobile Services

means the mobile services to be provided by PCS to the Client as specified in the Service Schedule.

Network

means the electronic communication networks over which PCS provides the Services

OFCOM

means the Office of Communications or any equivalent successor body

Personal Data

means 'personal data' as defined in the Data Protection Legislation

Price Guide

means the Price Guide (available [here](#)) and as may be varied in the Service Schedule, and as amended or notified to the Client from time to time

**Primary Administrator**

means that PCS has administrator privileges in respect of the Client's subscriptions (and, in the case of seat-based services, the associated seat counts), as described in the Microsoft Customer Agreement

Seat-Based Subscription

means a specific type of Microsoft seat-based cloud service and its specified subscription period

Seat Count

means the number of licences of a particular Seat-Based Subscription or Azure Subscription type whether the intended or actual use is for an individual or for any other purpose

Services

means the services to be provided by PCS to the Client in the performance of the Contract and/or any Additional Services requested from the Client during the Term and the term 'Service' shall be construed accordingly

Service Failure

means any failure, error or defect in the provision of the 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

Service Levels

means in relation to the support of the Services the standards of performance to which the Maintenance Services are to be performed and as specified in clause 17.5

Service Schedule

means (i) the schedule that describes the Services and, if applicable, Additional Services, Hardware and/or Handsets to be provided by PCS, to the Client, (ii) the Charges payable for the services (including any associated Installation Charges and/or Connection Charges (where applicable) and (iii) any special terms which are applicable to the services

Service Specific Conditions

means any policies, terms or procedures that apply to and shall be incorporated into the Contract, including (without limitation) the Customer Transfer Preference Policy and Fair Use Policy and such other policies, terms or procedures as specified in the Service Schedule

SIM Card

means the card provided by a 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 and any related services that PCS agrees to provide to the Client under the Contract

Small Business Customer

means "domestic and small business customer" as defined by section 52(6) of the Communications Act 2003 and any lawful guidance issued by OFCOM

Software

means the software and related documentation that PCS has agreed, where applicable, to licence to the Client for the purpose of enabling the Client to use the Services

Subscription (Azure) or Azure Subscription

means a specific type of Microsoft Azure subscription and related attributes of that subscription

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

System

means the equipment to be maintained as part of the Equipment Maintenance Services

Technical Specifications

means the technical specification in respect of the Hardware and/or Handsets and/or Software agreed between the Client and PCS on or before the Effective Date

Term

means the Commitment Period and any Subsequent Commitment Period

Third Party Operator

means the electronic communications network or services provider through which PCS provides the Services

**Transferred Services**

means Microsoft seat-based cloud subscriptions (and associated seat-counts) or Azure service subscriptions that were purchased for the Client by another partner and that, with the Client's authorisation, have been transferred to PCS in the Microsoft Partner Center on or after the date detailed in the associated Service Schedule (so that, following the transfer, PCS is the Primary Administrator for those subscriptions)

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 by the operational and technical characteristics of the Client's telephone line, the Network and the Client's chosen Hardware and/or Equipment

VoIP Services

means the facility to make and receive voice calls using a 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 the interpretation of the clause.

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 There will be a legally binding agreement between PCS and the Client for the provision of the Services pursuant to the Conditions upon the Client accepting, whether in writing, orally or by conduct, PCS' offer, whilst it is valid and capable of acceptance, to provide its services whether as set out in the Service Schedule or otherwise.

2.2 The Contract will commence on the Commencement Date and shall continue for the Commitment Period. Where the Client is a Small Business Customer, the Contract will continue after the end of the Commitment Period unless and until terminated pursuant to clause 14.4. In all other circumstances, the Contract will automatically renew at the end of the Commitment Period or the current Subsequent Commitment Period (as the case may be) for a further period equal to the Commitment Period unless and until terminated under clause 14.5.

2.3 Following the Contract coming into force and subject at all times to the Client's compliance with these Conditions, PCS shall from the Effective Date provide the Services 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 are estimates only and PCS shall not be liable to the Client for any failure to meet such dates.

2.5 The Client warrants that in entering into the Contract for the provision of Services that it does so in the course of business only and that the Services are to be used in the course of business.

2.6 The Client may from time to time request that PCS provides and PCS may agree to provide Additional Services during the Contract Term, subject always to clauses 2.7, 2.8 and 2.9.

2.7 If the Client makes a request for Additional Services during the Contract Term, PCS shall use its reasonable endeavours to comply with the Client's request, but the Client acknowledges that PCS' ability to supply the Additional Services shall depend on the availability of appropriate resources.

2.8 Where PCS agrees to provide Additional Services, such agreement shall be made under, and shall incorporate the terms of the Contract save for the term, which shall be varied in accordance with clause 2.9, and the Charges, which shall be subject to agreement in writing between the parties.



2.9 In the event that PCS agrees to provide Additional Services, the Commitment Period or the Subsequent Commitment Period (as applicable) shall be automatically extended by the difference in months between the Commencement Date or the start date of any Subsequent Commitment Period (as applicable) and the date upon which the Additional Services are first provided to the Client.

3 Delivery of Hardware, Handsets, Access, Installation and Transfer of Legal Title

3.1 Delivery of Hardware (where applicable):

3.1.1 Risk in (but not title to) Hardware and/or Handsets and/or any other PCS equipment shall pass on delivery and the Client shall be responsible for the security and safe keeping of the Hardware, Handsets and/or any other PCS equipment from the time each item is delivered to the Client 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 licence to use the Hardware at the Installation Address for the purpose of receiving the Services. Such licence will terminate with immediate effect upon the cessation of the Services and/or upon determination of the Contract.

3.1.3 The Client shall obtain and maintain an all risk insurance policy covering the Hardware, with cover sufficient to protect PCS' interests in the Hardware. The Client shall within 48 hours of a request provide PCS with a copy of the insurance policy covering the Hardware.

3.1.4 The Client shall indemnify PCS against any claims, proceedings or threatened proceedings from third parties (including PCS's customers) and against any loss, damage, costs and/or expenses suffered or incurred by PCS arising from the Client's use of the Hardware where such claims and/or losses arise from the acts or omissions of the Client or its servants and/or agents and/or subcontractors.

3.1.5 Legal title to any Handsets supplied by PCS shall not pass to the Client unless and until PCS gives notice in writing to the Client that title has passed.

3.1.6 SIM Cards shall remain the property of PCS and/or any Third Party Operator at all times and the Client shall be entitled to use the SIM Cards (including any Software they contain) provided for use with the Services only.

3.2 Client acknowledges that in respect of certain services, it may be necessary for PCS to access the Client's premises to install and/or enable network access and/or Hardware in order for the Services to commence. PCS shall use its reasonable endeavours to perform and complete the Installation, however if for technical and/or operational reasons Installation is not possible, PCS may terminate the Contract in accordance with clause 14.3.

3.3 Where it is necessary for Installation 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 Client's premises and/or Installation Address for the purpose of Installation.

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

4 Service and/or Hardware Failure

4.1 PCS does not guarantee that the Services will be continually available or free from any Service Failures. Where the Client believes that it is experiencing Service Failures the Client must immediately report this via the PCS helpdesk in accordance with the procedures in clause 17 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 Services (either remotely or by physical intervention at the option of PCS). The target response, workaround times (where applicable) and the Client's obligations for reporting are specified in clause 17.

4.2 The Client will be responsible for any fees and/or charges in relation to time spent on investigation or repair of any fault which has been caused by the acts 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.

4.3 The Client acknowledges that where Airtime Services are provided PCS may suspend the Services insofar as they relate to Airtime 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. For the avoidance of doubt, PCS shall endeavour 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 Specifications given.

4.5 If during the Warranty Period the Hardware fails to function with any Technical Specifications, PCS shall, subject to the due observance and performance of the Conditions by the Client and clause 4.6, repair any defects in the Hardware as soon as reasonably practicable and in accordance with the procedures in clause 17 (where applicable) unless the defect is otherwise caused by the Client or any third party or the Client has modified or permitted the modification of the Hardware in any way.

4.6 PCS shall not be obliged to carry out any maintenance to any Hardware outside normal working hours or where required as a result of any unauthorised act or omission or default of the Client or any third party (including any failure to adhere to manufacturer's instructions or guidelines, electrical surges or failures in the public telecommunication system, damage caused by vibration, unauthorised refinishing or repainting or relocation or removal of the Hardware) or where arising as a result of any matter outside the reasonable control of PCS. Where PCS is willing to provide maintenance despite the circumstances set out above it shall provide the Client with a schedule of works and a quote for work to be undertaken with a full breakdown of the 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 18 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.

4.9 Where Handsets are supplied the Client undertakes to notify PCS within 3 days from delivery of any alleged defect, shortage or discrepancy in the Handsets failing which the Client shall be deemed to have accepted the Handsets and PCS shall have no further liability to the Client in respect thereof.

4.10 The Client acknowledges that PCS is not the manufacturer of the Handsets and acknowledges and agrees that it shall only have the benefit of any warranty that PCS has (as provided by the manufacturer either to PCS or any third party).

4.11 The Client acknowledges and agrees that PCS is not responsible and has no liability for:

4.11.1 Call quality issues at sites where the Client utilises third party IP data lines.

4.11.2 Issues related to the use of third party telephones and/or softphones or, telephones and/or softphones that are not listed in the Service Schedule.

4.11.3 Issues related to the use of third party firewalls and/or routers or firewalls and/or routers that are not listed in the Service Schedule.

4.11.4 Call quality or call setup issues where calls have been made via cellular data (3G/4G/5G or any equivalent service) or WIFI hotspots.

4.11.5 Sites that have not been configured in accordance with the "PCS Client Advisories and Best Practices" document (available [here](#)) as amended from time to time.

5 Charges

5.1 The Client shall pay the Charges to PCS within 14 days from delivery of an 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.

5.2 Where a direct debit payment is withheld because of insufficient Client funds PCS reserves the right without prejudice to any other rights of PCS to charge a reasonable administration fee of not less than £25 plus VAT in relation to each such non-payment.



5.3 PCS reserves the right in its absolute discretion to levy a surcharge for any Charges paid by credit card. The Client shall be notified of the applicable surcharge in advance of any payment being taken or upon request.

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

5.5 All invoices may be rendered by PCS at any time and shall be paid by the Client in full, without set off, deduction, abatement or withholding on any grounds within 14 days from the date of delivery. PCS shall be entitled to charge interest at a rate of 4% above the base rate of the Bank of England on all outstanding amounts from the due date until the date payment is received.

5.6 PCS shall automatically apply an annual increase of 8% on the anniversary, and each subsequent anniversary of the agreement.

5.7 Unless expressed otherwise in writing, PCS may vary the Charges for the Services by giving the Client 15 days' written notice or immediately where clause 5.6 and/or clause 5.8 applies. The revised charges shall apply to all Services provided after the effective date of the notice of change.

5.8 Where the Services include an Equipment Maintenance Service, the Charges may be adjusted by PCS at any time in the event that:

5.8.1 The level of Equipment Maintenance Service provided for the System is changed for any reason. The Charges 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.

5.8.2 Any changes are made to comply with the requirements or recommendations of a Third Party Operator affecting the provision of the Equipment Maintenance Service for the System. The Charges shall in this event be adjusted by such amounts as in PCS' sole opinion is reasonable.

5.8.3 Revised software is installed in the System for any reason. The Charges 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.

5.8.4 The software installed in the System is no longer a current release. In this event the Charges shall be adjusted to the rate applied at the relevant time for the maintenance of the superseded release.

5.8.5 The System is extended by the addition of further hardware. In this case the Charges shall be increased by the amount of PCS's charges of maintaining the additional hardware.

5.9 The Client shall pay the Installation Charge and/or Connection Charge where the Services require Installation and/or Connection. For the avoidance of doubt, any quotation is based upon any installation work being carried out during normal working hours. Any work outside normal business hours will be charged as an additional cost.

5.10 The Client shall pay to PCS:

5.10.1 All incidental expenses for third party services supplied in connection with the Services; and

5.10.2 Subject to clause 4.6, 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, lightning, 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 the Contract unconditionally and irrevocably recognises, acknowledges and agrees (where it is applicable to the Services):

5.11.1 That it authorises its telephone and/or internet lines to be connected to another service provider;

5.11.2 To pay all call charges levied by any telecommunications service provider and/or with any other telecommunication service provider with whom it has a contractual arrangement and to adhere to all terms and conditions applicable to those call charges;

5.11.3 That the execution of the Contract by the Client does not and will not infringe the rights of any third party;

5.11.4 That there is no further act or matter 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 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 from the Installation Address.

5.12 PCS may set a limit on the amount of charges the Client may incur during each calendar month and/or a maximum number of active connections and/or a bar on SIM Cards being used on overseas networks and/or for making international calls or premium



rate calls ("Call Limit"). PCS may at its sole discretion agree to increase or remove the Call Limit, after making credit checks. The Client may be able to go over the Call Limit, but if this happens the Client shall be required to pay all charges immediately. PCS reserves the right to refuse to provide Hardware and/or the Services if in PCS's opinion it may cause Client to exceed the Call Limit or if the Call Limit is already exceeded.

5.13 PCS may ask the Client for a deposit in an amount determined by it:

5.13.1 To provide a credit balance for the services to be provided;

5.13.2 When SIM Cards are connected;

5.13.3 If the Client wishes to increase its credit limit;

5.13.4 To enable international calls/roaming;

5.13.5 If Additional Services or Hardware are requested.

5.14 PCS may in its sole discretion provide the Client with a subsidy as a result of the Client entering into an Airtime Agreement with a network provider. If PCS does make such provision it shall decide the level of such subsidy and how it shall be applied.

5.15 In the event that the Client disconnects a Mobile Connection prior to the expiry of the Minimum Mobile Term or a Mobile Connection is the subject of a Downward Migration during the Minimum Mobile Term, PCS shall be entitled to charge the Client an administration charge of £75.00 +VAT per Mobile Connection.

5.16 In the event that the Client cancels its Mobile Connection prior to the expiry of any relevant Minimum Mobile Term agreed, all of the advanced commission (if any) which has been paid upfront by PCS in respect of the relevant Mobile Connection shall be repaid by the Client to PCS immediately upon demand.

5.17 In the event that the Client cancels an order for Equipment, PCS may charge and the Client shall pay a cancellation and/or restocking fee (as applicable) in respect of each such cancellation.

6 Clients Obligations

6.1 The Client shall use all reasonable endeavours at all times to ensure that the Services are accessed and used:

6.1.1 only in accordance with the Contract and any user guide and/or any other instructions PCS gives to the Client from time to time; and

6.1.2 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, licences, guidance and other requirements of any relevant government or governmental agency.

6.2 The Client shall not use, nor allow any other to use the Services:

6.2.1 To contravene or cause PCS to contravene any Legislation;

6.2.2 To contravene the Acceptable Use Policy;

6.2.3 For any improper, immoral, illegal or unlawful purpose;

6.2.4 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;

6.2.5 To violate or infringe any rights of, or to cause annoyance, inconvenience or anxiety to, or to interfere with or damage, any other person;

6.2.6 In such a way that may impair, interfere with, damage or affect the operation or quality of the Services;

6.2.7 In such a way which may compromise the security of the Equipment;

6.2.8 Fraudulently or illegally or in such a way which may result in Artificially Inflated Traffic;

6.2.9 To exceed any Facility Limit or cause an overload to the Network;

6.2.10 To compromise the security of the Hardware or other systems by introducing viruses or failing to employ appropriate security measures;

6.2.11 To enable or permit unauthorised access by the Client or third parties to data stored on the Network;



6.2.12 To cause a degradation of service to any of PCS' customers;

6.2.13 To cause the sending of unsolicited marketing or advertising materials;

6.2.14 In a way that would result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing or offensive nature or that would result in the breach of any third party's intellectual property rights, confidential information or privacy;

6.2.15 To breach or cause PCS to breach any applicable Data Protection Legislation;

6.2.16 In a way that would cause PCS to lose or breach any Authorisation.

6.3 The Client shall not connect or continue any connection by or on behalf of itself or any end user of any GSM Gateway to the Network without PCS's prior written consent, which may be withheld at PCS's absolute discretion. The Client shall keep PCS indemnified of any charges or penalties incurred by the Client's unauthorised use of any GSM Gateway to the Network.

6.4 The Client:

6.4.1 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;

6.4.2 Shall not connect and shall not permit the connection of the Hardware into any equipment not provided by PCS which is not compliant with applicable health and safety, telecommunications or other applicable legislation for the time being in force. PCS reserves the right to suspend, withdraw or refuse to supply the Services in the event that PCS in its absolute discretion deems such equipment to be non-compliant;

6.4.3 Shall not sell, let, mortgage, charge, pledge, dispose of or do anything that would prejudice the Hardware or the Services in any way; and

6.4.4 Will allow PCS and/or its representatives to inspect, test, modify, change, add to, replace or remove any such Hardware upon reasonable notice being given.

6.5 The Client shall provide all reasonable assistance and information with regard to the supply of the Services and shall, if appropriate, be solely responsible for safeguarding all data by taking back-up copies, maintaining disaster recovery processes and through any other appropriate means.

6.6 If PCS provides the Client reasonable notice in advance of each 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 Services (including giving all nominations, notices and authorisations to any telecommunications provider to facilitate the Services via that provider). For the avoidance of doubt, any expenditure incurred by PCS in connection with clause 6.6 shall be payable by the Client.

6.7 Except in the event of any fault or breach of the Conditions by PCS, the Client will at all times during and following termination of the Contract 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 by the Client or otherwise as a result of any act or omission of the Client including any fraudulent behaviour by the Client.

6.8 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.

6.9 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 Services by a third party.

6.10 Where the Services are being used with equipment not provided by PCS the Client will:

6.10.1 Ensure that such 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

6.10.2 Ensure that such 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;

6.10.3 Obtain all required licences and/or other consents to enable PCS to have access to and use of such equipment for the purposes of providing the Services including any licence 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 Subject to clause 7.2, the Client shall be responsible for the security of the Services, the System and/or the Equipment including but not limited to protecting all passwords, backing-up all data and employing appropriate information technology, telephone and/or mobile security management such as anti-virus software and disaster recovery procedures.

7.2 Where the Services include the supply of security and/or backup solutions, PCS shall be responsible for carrying out the necessary processes and/or ongoing management as detailed in the Service Schedule or otherwise agreed in writing.

7.3 PCS accepts no liability for any breach, loss of data or subsequent damages where third party hardware or services are used, whether supplied by PCS or not.

7.4 Where the Client becomes aware of any matters which it knows or suspects could constitute a threat to the security of the Services the Client will immediately inform PCS.

8 VoIP and/or SIP Services

8.1 Where the Services include VoIP Services and/or SIP Services the Client acknowledges that:

8.1.1 It must have a broadband service with the required bandwidth to support acceptable call quality and with adequate usage limits;

8.1.2 It must have compatible cables and extension leads between any communications equipment and telephone socket;

8.1.3 The provision of the VoIP Services and/or SIP Services is subject to testing to PCS's satisfaction that the broadband service provided by the relevant broadband provider will support it. The Client shall be responsible at its own cost for any installation work required at the installation premises before PCS is able to provide the VoIP Services and/or SIP Services;

8.1.4 It is the Client's responsibility to provide, maintain and keep secure against unauthorised use the Hardware and/or any equipment necessary to receive and/or use the VoIP Services and/or SIP Services.

8.2 The Client acknowledges that all Intellectual Property Rights in the VoIP Services and/or SIP Services (including the Hardware and any related software) are and remain vested in PCS, its' agents, the Hardware manufacturer or the 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 Services and/or SIP Services.

8.3 The Client acknowledges that in order to receive and enjoy the full benefits of the VoIP Services and/or SIP Services some minor modifications may need to be made to its local network. It will be the Client's responsibility to ensure that such modifications do not invalidate the terms of any warranty that it may have in relation to its own equipment or equipment provided by a third party. PCS will not be liable for any claim that any warranty has been invalidated 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 Services and/or SIP Services.

8.4 It is the Client's responsibility to ensure the compatibility of the VoIP Services and/or SIP Services with its local network, any hardware, software, or any other equipment or services.

8.5 Whilst PCS will aim to provide a continuous VoIP Services and/or SIP Services to the Client, the VoIP Services and/or SIP Services 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' reasonable control. The Client acknowledges that the VoIP Services and/or SIP Services may be adversely affected from time to time by failure of its 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 Services and/or SIP Services in these circumstances.

8.6 The Client acknowledges that the VoIP Services and/or SIP Services:

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 Are not a "Publicly Available Telephony Service" (as defined in The Electronic Communications (Universal Service) Order 2003 or any replacement) and, as a result, may sometimes be limited, unavailable or disrupted due to events beyond PCS' 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 acknowledges that:

8.7.1 The VoIP Services and/or SIP Services 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 It may only access the VoIP Services through the software provided and it must not attempt to circumvent any security measures.

8.8 The Client must ensure that any personal computer, data, Hardware and/or other equipment used in connection with the VoIP Services and/or SIP Services 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 Services and/or SIP Services account, Hardware and/or Equipment used by the Client to access the VoIP Services and/or SIP Services and must put in place such safeguards as are necessary to prevent unauthorised use. The Client is responsible for all use of the usernames and passwords to access any Services, whether authorised or not. PCS has no liability for any costs, expenses, loss or damage incurred or suffered by the Client as a result of the unauthorised use of any VoIP Services and/or SIP Services and the Client must pay all Charges for the VoIP Services and/or SIP Services upon receipt of a valid invoice whether the service is used by the Client or a third party. For the avoidance of doubt, this includes, but is not limited to, calls made as a result of fraudulent use of the VoIP Services and/or SIP Services 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 allocates to the Client any telephone numbers or codes as part of the Services, the Client acknowledges that it 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 reasonably practicable. 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' port out administration charge as varied from time to time. The Client may also port numbers to other carriers with whom PCS have porting agreements. All Intellectual Property Rights and/or other rights in any numbers or codes allocated by PCS will at all times, as between PCS and the Client, remain vested in PCS.

9.2 Subject always to any legal or regulatory requirement or statutory guidance to the contrary (including without limitation OFCOM's guidance in relation to Small Business Customers) PCS will not be obliged to comply with any porting request unless and until the Client has fully complied with all of its obligations under the Contract (including the payment of all Charges due). For the avoidance of doubt, PCS will not be obliged to comply with any porting request in the event that the Client has breached the Contract and the breach remains unremedied.

10 Microsoft Services

10.1 PCS is an authorised reseller of certain Microsoft seat-based cloud services and Azure

10.2 PCS and the Client agree that PCS will provision, administer and provide support (as applicable) for the Client's Microsoft seat-based cloud services and/or Azure in accordance with the associated Service Schedule

10.3 Seat-Based Services – Subscriptions and Ordering

10.3.1 Existing Subscriptions

As of the Commencement Date detailed in the signed Service Schedule, PCS is the Primary Administrator for all of the Client's existing Microsoft seat-based subscriptions, A list of the Clients existing seat-based subscriptions for which PCS is the Primary Administrator is available on request.

10.3.2 Transferring Subscriptions from another Microsoft Partner

The transferring subscriptions (seat-based) will be transferred to PCS, so that PCS is the Primary Administrator for those subscriptions, at the timing specified below:

- (i) promptly following the date that the Service Schedule is signed by both parties, except where (b) below applies;
- (ii) on expiry of the current term of those subscriptions, if Microsoft policies prevent the transfer prior to this time.

10.3.3 New Orders: Additional Subscriptions and Seat-Counts

The Client authorises PCS to purchase Seat-Based Subscriptions for the Client, or to increase the Seat-Count of Existing Seat-Based Subscriptions, by PCS placing a Microsoft Order with the Distributor. All Microsoft Order Requests and Microsoft Orders are made subject to these terms and conditions. PCS will place Microsoft Orders for the Client on receipt of a Microsoft Order Request. A Microsoft Order Request is made by the Client when:

- (i) the Microsoft Order is issued in writing by the Client and;
 - specifies the Seat-Based Subscription type;
 - specifies the Seat-Count required;



- specifies the term, or mix of terms (if applicable) required for the subscriptions from the available term options (which may include monthly, annual or 36 months, or a mix of these term options, depending on when the Microsoft Order is made and the subscription type required),

(ii) the Client accepts a quote or proposal issued by PCS for supply of Microsoft seat-based cloud services, with the Client providing its acceptance in writing or otherwise as required by PCS and provided that the quote or proposal is accepted by the Client within the time frame specified by PCS (if any).

10.3.4 Cancellation within Cancellation Window following Microsoft Order or Microsoft Renewal Commencement *When Microsoft cancellation policy applies*

For Microsoft Orders and Microsoft Renewals for which Microsoft policies permit cancellation within seven days following a Microsoft Order being made or Microsoft Renewal Commencement (as applicable):

(i) the Client may request PCS to cancel the Microsoft Order in respect of seat-based subscriptions, or part of the Microsoft Order, or Microsoft Renewal, or part of the Microsoft Renewal (as applicable) by giving written notification to PCS within 48 hours of the Microsoft Order being placed by PCS with the Distributor or the Microsoft Renewal Commencement (as applicable). The Client acknowledges that this 48 hour timeframe is required due to the seven day timeframe permitted by Microsoft and the processes to be followed by PCS for the Microsoft Order or Microsoft Renewal Commencement (as applicable) to be cancelled within that seven day timeframe.

(ii) if a cancellation request is made by the Client in accordance with (i) above, PCS will use its reasonable endeavours to process the cancellation so that the cancellation occurs within the seven day time frame permitted by Microsoft.

(iii) where Microsoft receives the cancellation within Microsoft's seven day cancellation window, the Client will receive a pro-rata credit for the remainder of the term of the relevant subscriptions and Seat-Count, based on Microsoft's policies (with the Client being required to pay for the subscriptions and applicable Seat-Count for the period from Order or Renewal (as applicable) up until the cancellation).

When Microsoft cancellation policy does not apply

For some Microsoft Orders and Microsoft Renewals, the Microsoft seven day cancellation policy does not apply. If you request a cancellation in respect of a Microsoft Order or Microsoft Renewal and the Microsoft cancellation policy does not apply to that Microsoft Order or Microsoft Renewal, PCS will not be able to process the cancellation and will notify you accordingly. PCS will, on request from the Client, provide further details about when the cancellation policy applies and when it does not.

10.4 In relation to the subscription term and Seat-Count commitment, the Client acknowledges and agrees that:

(a) PCS will place Microsoft Orders for Seat-Based Subscriptions:

(i) for the term, or mix of terms (where applicable); and

(ii) for the Seat-Count

requested by the Client in the Microsoft Order Request; and

(b) except where cancellation is available and a Microsoft Order, or part of a Microsoft Order, is cancelled in accordance with clause 10.3.4 above:

(i) the term(s) of the subscription in each case cannot be reduced; and

(ii) the subscriptions cannot be suspended by the Client without ongoing payment for the full term of the subscriptions in accordance with the Service Schedule and these terms and conditions, and cannot be cancelled, during the applicable term; and

(iii) the Seat-Count can be increased but cannot be decreased during the term of subscription.

10.5 Seat Based Services – Renewals

10.5.1 Auto Renewal Subscriptions

(i) Except as described in clause 10.5.1(ii) and in 10.5.2 below and except for any applicable price increase or other changes implemented by Microsoft and subject to clause 10.5.3, on expiry of the term of a Seat-Based Subscription, the subscription will auto-renew with the same Seat-Count and for the same term and otherwise on the same basis.



(ii) The Client may notify PCS prior to the renewal date if it no longer requires a Seat-Based Subscription, or if it wishes to change to an alternative subscription or increase or decrease the Seat-Count for a subscription. Any such notification must be in writing, and be received by PCS within 30 days prior to the renewal date or by the date specified by PCS in any written notification to the Client.

10.5.2 Scheduled Subscription Changes on Renewal

When scheduling of Seat-Based Subscription changes is available (as notified by PCS), PCS will schedule the subscription changes requested by the Client (to be requested as described below), and the changes will take effect for the renewal term or terms (as applicable) of the subscription and, subject to clause 10.5.1 above and this clause 10.5.2, for any subsequent renewal term (or terms as applicable). When scheduling of Seat-Based Subscription changes is available (as notified by PCS), the Client may notify PCS in writing or in the manner otherwise required by PCS, for the upcoming renewal term or mix of terms (as applicable) as to any required changes to:

- (i) the existing Seat-Count for a subscription;
- (ii) the subscription type;
- (iii) the term or mix of terms (if applicable),

or any other available changes (as applicable). In the absence of changes being scheduled as described in this clause 10.5.2, the auto-renewal process in clause 10.5.1 applies.

10.5.3 A Microsoft Renewal or part of the Microsoft Renewal (as applicable) will not continue for the full duration of the relevant term where immediate cancellation is available under clause 10.3.4 above and a Microsoft Renewal, or part of a Microsoft Renewal (as applicable), is cancelled in accordance with clause 10.3.4 above.

10.6 Azure Services – Subscriptions and Ordering

10.6.1 Existing Subscriptions

As of the Commencement Date detailed in the signed Service Schedule, PCS is the Primary Administrator for all of the Client's existing Microsoft Azure subscriptions, A list of the Clients Azure subscriptions for which PCS is the Primary Administrator is available on request.

10.6.2 Transferring Subscriptions from another Microsoft Partner

The transferring subscriptions (Azure) will be transferred to PCS, so that PCS is the Primary Administrator for those subscriptions, at the timing specified below:

- (i) promptly following the date that the Service Schedule is signed by both parties, except where (b) below applies;
- (ii) on expiry of the current term of those subscriptions, if Microsoft policies prevent the transfer prior to this time.

10.6.3 New Orders: Azure Subscriptions & Consumption

The Client authorises PCS to purchase Azure subscriptions for the Client, on a consumption or user basis depending on the specific Azure service required, by PCS placing a Microsoft Order with the Distributor. All Microsoft Order Requests and Microsoft Orders are made subject to these terms and conditions. PCS will place Microsoft Orders for the Client on receipt of a Microsoft Order Request. A Microsoft Order Request is made by the Client when:

- (i) the Microsoft Order is issued in writing by the Client and;
 - specifies the Azure service; and
 - includes any other information reasonably required by PCS; or
- (ii) the Client accepts a quote or proposal issued by PCS for supply of Azure services, with the Client providing its acceptance in writing or otherwise as required by PCS and provided that the quote or proposal is accepted by the Client within the time frame specified by PCS (if any).

The Client may consume the resources within each consumption-based subscription as it requires, and the Client acknowledges that all activity is recorded in the Customer Account.

The Client is responsible for:

- (i) all subscriptions to Azure services,
- (ii) all consumption of Azure services,

recorded on the Customer Account, including where the Client has authorised PCS or any third party to act on its behalf in relation to subscriptions and/or consumption.



10.7 Basis of Supply

10.7.1 Basis of Supply – Microsoft Customer Agreement

Microsoft Cloud Services are Ordered and provisioned by PCS subject to the Service Schedule, these terms and conditions and the applicable Microsoft Customer Agreement.

The Microsoft Customer Agreement applicable for the Client is here:

<https://www.microsoft.com/licensing/docs/customeragreement>

The Microsoft Customer Agreement is an agreement between Microsoft and the Client and includes General Terms, Use Rights, SLAs (service level agreements) and any additional terms Microsoft presents when an order is placed (the terms 'General Terms', 'Use Rights' and 'SLA' are defined in the Microsoft Customer Agreement).

10.7.2 Receipt of Microsoft Customer Agreement

The Client hereby confirms they have reviewed the current Microsoft Customer Agreement and by authorising PCS to place Microsoft Orders for Microsoft Cloud Services for the Client, the Client confirms:

- (i) its acceptance of the Microsoft Customer Agreement;
- (ii) that PCS is authorised by the Client to confirm the Client's acceptance of the Microsoft Customer Agreement on behalf of the Client. If required by PCS, the Client will confirm its acceptance of the Microsoft Customer Agreement in writing.

The Client acknowledges that PCS is not permitted to revise the Microsoft Customer Agreement in any way.

10.7.3 Subscription Renewals and Microsoft Customer Agreement

If Microsoft updates the Microsoft Customer Agreement the Client must accept the new Microsoft Customer Agreement at or before renewal of their subscription. The updated Microsoft Customer Agreement (if any) will be available at the above link. On renewal of a subscription, the Client is deemed to have accepted the updated Microsoft Customer Agreement.

10.8 Pricing and Payment

10.8.1 Pricing

Pricing will not exceed standard Microsoft list price. If a quote or proposal has been issued by PCS pricing will be in accordance with the applicable quote or proposal as accepted by the Client (provided that the quote or proposal was still open for acceptance when accepted by the Client).

10.8.2 Payment Amounts

Payment amounts will be based on the Clients subscriptions and Seat-Counts (in the case of Seat-Based Subscriptions) and consumption (in the case of Azure Subscriptions) as recorded on the Customer Account. Pro-rata credits under clause 10.3.4 apply where applicable.

10.9 Microsoft Customer Account

10.9.1 For the purposes of these terms and conditions, the Client is responsible for all activity in the Customer Account Including without limitation all subscriptions (and the associated seat-count) and all consumption of Microsoft Azure services.

10.9.2 PCS has no obligation, under these terms and conditions, to supervise or in any way monitor the Client's requests for subscriptions or the requested Seat-Count (or suitability of the Client's subscriptions or requested Seat-Count) or the Client's consumption of Azure services.

10.10 The Client acknowledges that:

- (i) once the Service Schedule is signed by both parties, the Client will receive a link from PCS at which the Client will confirm PCS as being its supplier of the Microsoft Cloud Services (unless this has already occurred);
- (ii) PCS and the Distributor will (following confirmation by the Client under (a) above, unless this has already occurred):
 - be the Primary Administrator of the Microsoft Cloud Services for the Client; and
 - have administrative privileges and access to Customer Data and administrator data;
- (iii) the Client may at any time request additional administrator privileges from PCS;
- (iv) the Client can, at its sole discretion and at any time during the term (or any subsequent term as the case may be), terminate PCS' and the Distributor's administrative privileges, provided that any such termination under this clause does



not alter the Client's payment obligations. Any such termination will impact the support available to the Client in respect of the Microsoft Cloud Services; and

(v) the Client appoints PCS and the Distributor as its agent for the purposes of interfacing with and providing instructions to Microsoft for the purposes of these terms and conditions.

10.11 Subscriptions to Microsoft Cloud Services

10.11.1 Nothing in these terms and conditions alters the rights and obligations of the Client or Microsoft under the Microsoft Customer Agreement between Microsoft and the Client which is accepted by the Client (as described in clause 10.7 above) in respect of all Microsoft Cloud Services.

10.11.2 The Client acknowledges and agrees that Microsoft may send direct communications to the Client related to the terms of the Microsoft Customer Agreement or the operation or delivery of the Microsoft Cloud Services.

10.12 Support for Microsoft Cloud Services

10.12.1 PCS is the Client's point of contact for all operational and technical support questions related to the Microsoft Cloud Services.

10.12.2 If the Client considers that it has a claim on the SLA (the 'SLA' being the service level commitments made by Microsoft to the Client in respect of the Microsoft Cloud Services), the Client must submit the claim to Microsoft in accordance with the Microsoft Customer Agreement and notify PCS in order for any applicable service credit to be channelled back through PCS and applied to the Client's account with PCS.

10.12.3 The Client acknowledges that PCS cannot remedy, and has no obligation to seek to remedy, any defect or purported defect in the Microsoft Cloud Services that may be identified by the Client and that the remedy (if any) that the Client may have in relation to such defects is contained in and subject to the Client's applicable Microsoft Customer Agreement.

10.13 Adjustments to Subscriptions

10.13.1 The Client may add to fixed term subscriptions to Microsoft Cloud Services during the subscription term, by requesting PCS to make an adjustment or by making an adjustment itself. These adjustments will result in increased subscription costs.

10.14 Pricing and Payment

10.14.1 Without limiting the reasons that PCS may decline a disputed invoice claim, a claim by a Client that a subscription or that the specified Seat-Count or any part of it added to the Customer Account was not needed and/or not used by the Client, or that use of Azure services was unintentional or inadvertent, will not relieve the Client from its obligation to pay for the subscription or specified Seat-Count or Azure subscriptions/consumption (as applicable) and will not provide a reason for validly disputing an invoice.

10.15 Customer Data

10.15.1 Subject to clause 10.15.2, PCS may collect, use, transfer, disclose, and otherwise process the Customer Data as required in its performance of the Contract.

10.15.2 PCS will only access the Customer Data and disclose the Customer Data to law enforcement or government authorities to the extent required by law. If a request for Customer Data is made by a law enforcement agency or government authority (directly or through Microsoft or the applicable third party vendor), PCS will redirect the request to the Client or if redirection is not permitted or feasible in the available time frame and unless legally prohibited from doing so, PCS will notify the Client of the request as soon as practically possible.

10.15.3 The Client will, as and to the extent required by law, notify individual users of the Microsoft Cloud Services, that their data may be disclosed to law enforcement or other government authorities (if a request is made by law enforcement or other government authorities). It is the Client's responsibility to obtain consent from individual users to the potential for disclosure under this clause.

10.15.4 The Client consents to Microsoft providing PCS and the Distributor with Customer Data and information that the Client provides to Microsoft for the purposes of PCS and the Distributor ordering, provisioning and administering the Microsoft Cloud Services.

10.16 Personal Data and Data Protection

10.16.1 The Client acknowledges that Processing of Personal Data by Microsoft is addressed in the Microsoft Customer Agreement.



10.16.2 The Client acknowledges that the obligations that Microsoft may have in respect of a Personal Data Breach, where applicable, are addressed in the Microsoft Customer Agreement.

10.17 Intellectual Property

10.17.1 Please refer to the Microsoft Customer Agreement

10.18 Warranty Position for Microsoft Cloud Services

10.18.1 PCS will use reasonable endeavours to assist the Client to deal with Microsoft (via the Distributor where applicable) on any warranty claims in respect of the Microsoft Cloud Services.

10.18.2 Subject to clause 10.12 and clause 10.18.1, PCS has no obligations in respect of defects, support requirements or otherwise for the Microsoft Cloud Services including without limitation that in the event of any defect or failure of the Microsoft Cloud Services PCS has no obligation to provide any interim hardware, software, other equipment or remedial service.

10.19 Termination of Microsoft Cloud Services

10.19.1 In addition to the rights of termination set out in clause 14, except where the Client has unexpired subscriptions (whether initial term or renewal term) to Microsoft Cloud Services, either party may terminate the Microsoft Cloud Services by giving 30 days' written notice to the other party.

10.20 Consequences of Termination of Microsoft Cloud Services

10.20.1 Upon termination of Microsoft Cloud Services:

(i) where the Client has unexpired subscriptions for Microsoft Cloud Services, the Client will pay PCS for the full fixed term (excluding any renewal term to which the Client is not yet contractually committed); and

(ii) the Client will pay for all consumption of Azure services up until the date of termination and, notwithstanding termination, for any subsequent consumption recorded on the Customer Account.

10.20.2 Upon termination of Microsoft Cloud Services PCS will issue invoices to the Client for all amounts specified in clause 10.20.1 for which no invoice has yet been issued and all such invoices will be due seven days following the date of the invoice.

10.20.3 Upon termination of a subscription the Client will have 30 days to migrate any Customer Data to either a new subscription or some other service.

10.21 Liability

10.21.1 Without limiting the liability provisions detailed in clause 16, in no event is PCS liable to the Client for the Microsoft Cloud Services, including without limitation in terms of performance, non-performance, availability, non-availability, compliance or non-compliance with specifications of the Microsoft Cloud Services or otherwise. Any right or remedy that the Client may have in relation to the Microsoft Cloud Services is included or referenced in the Microsoft Customer Agreement. To the extent permitted by law, in no event is PCS liable to the Client for including provisions and performing in accordance with these terms and conditions and performing its role as a Microsoft reseller, in accordance with the Microsoft Customer Agreement and otherwise, including without limitation the rights made available by Microsoft for its resellers and further including without limitation the position on cancellation of Microsoft Orders and Microsoft Renewals and PCS' rights of suspension of the Microsoft Cloud Services under these terms and conditions.

11 Variations

11.1 PCS may vary the Conditions at any time by posting the changes on its website hosted at www.purecloudsolutions.co.uk. Upon or prior to variation of the Conditions PCS shall notify the Client in writing by post and/or by email that the Conditions have been or will be varied.

12 Suspension

12.1 Without prejudice to any accrued rights, PCS may at its sole discretion suspend the Client's access to the Services immediately: a) in the event of any negligence, breach (or suspected breach) of the Contract by the Client or any other agreement to which the Client and PCS are parties; b) if required to do so by the UK 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.

12.2 In the event of suspension of the Services due to the negligence and/or breach of the Contract by the Client, the Client shall pay for and indemnify PCS against all costs, expenses, losses and/or damages incurred or suffered in suspending and reconnecting



the Services and shall be solely responsible for discharging any additional telecommunication costs incurred by the Client as a result of suspension of the Services.

13 Data Protection

13.1 It is acknowledged that both parties have an obligation pursuant to the Contract to comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, either party's obligations under the Data Protection Legislation.

13.2 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).

13.3 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:

- 13.3.1 the scope the nature and purpose of the processing;
- 13.3.2 the duration of the processing;
- 13.3.3 the types of Personal Data subject to the processing;
- 13.3.4 the categories of the Data Subjects; and
- 13.3.5 the obligations and rights of the Client under Data Protection Legislation.

13.4 Without prejudice to the generality of clause 13.1, the Client will ensure that it has all necessary consents and notices in place to enable lawful transfer of the Personal Data to PCS for the duration and purposes of the Contract.

13.5 Without prejudice to the generality of clause 13.1, PCS shall, in relation to any Personal Data processed in connection with the performance by PCS of its obligations under the Contract:

13.5.1 Process that Personal Data only on the written instructions of the Client unless PCS 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;

13.5.2 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);

13.5.3 Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

13.5.4 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 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;

13.5.5 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;

13.5.6 Notify the Client without undue delay on becoming aware of a Personal Data breach;



13.5.7 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

13.5.8 Maintain complete and accurate records and information to demonstrate its compliance with clause 13 and allow for audits by the Client or the Client's designated auditor.

13.6 The Client consents to PCS appointing a third-party processor of Personal Data under the Contract. PCS confirms that where applicable it will enter into a written agreement with a third-party processor confirming that they act in accordance with Data Protection Legislation. As between the Client and PCS, PCS shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to clause 13.

13.7 PCS may, at any time on not less than 30 days' notice in writing by post and/or email, revise clause 13 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.

14 Term and Termination

14.1 The Contract shall commence on the Commencement Date and continue in full force for the Commitment Period (including any extension of it pursuant to clauses 2.8 and 2.9).

14.2 Either party may terminate the Contract immediately upon 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 the other's property, or the other suffers any analogous procedure under any foreign law.

14.3 PCS may terminate the Contract immediately on giving notice in writing by post and/or by email to the Client in the event that:

14.3.1 The Client fails to pay any sums due under the Contract on the due date; or

14.3.2 The Client commits a material breach of the Contract 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

14.3.3 PCS reasonably believes the Client has provided false or misleading information to PCS;

14.3.4 The Client ceases or threatens to cease trading;

14.3.5 PCS is unable to install or continue to provide the Services;

14.3.6 It is required to do so by a government, court or other law enforcement authority.

14.4 Where the Client is a Small Business Customer, the Contract shall expire no earlier than the expiry of the Commitment Period (Expiry Date) and shall continue unless or until terminated by either party giving the other not less than 90 days' prior notice in writing, expiring no earlier than the Expiry Date.

14.5 Save for the circumstances provided for in clause 14.4, the Contract shall expire no earlier than the expiry of the Commitment Period or Subsequent Commitment Period. The Contract shall be automatically renewed at the end of the Commitment Period or Subsequent Commitment Period (as the case may be) for a further period equal to the Commitment Period. The Contract shall not be automatically renewed at the end of the Commitment Period or the Subsequent Commitment Period (as the case may be) if either party gives to the other not less than 90 days' notice in writing before the end of the Commitment Period or Subsequent Commitment Period.

15 Effect of Termination

15.1 Upon termination pursuant to clause 14 above or expiry of the Contract:

15.1.1 PCS has the right to cease the provision of the Services immediately; and

15.1.2 All sums payable by the Client to the date of termination shall become immediately due and payable.

15.2 Termination shall be without prejudice to any accrued rights of the parties as at the date of termination.



16 Limitation of Liability

16.1 Nothing in the Conditions shall operate to limit or exclude PCS's liability for death or personal injury caused by its negligence, or for fraud, or for any liability which cannot be restricted by law.

16.2 Subject to (a) Clause 16.1 and (b) save as provided in clauses 4, 7, 8 and 10, 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 or otherwise shall be limited to 100% of the total sums paid or payable by the Client to PCS under the Contract in the 12 months up to the date on which the event(s) giving rise to the claim occurred.

16.3 PCS shall not be liable to the Client for (a) any loss of profits, loss of revenue, loss of data, loss of use or 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, even if PCS has been advised in advance of the possibility of such damages.

17 Service Levels and Customer Service

17.1 Where the Client is experiencing Service Failure the following conditions shall apply.

17.2 Customer Service

17.2.1 The Client may raise helpdesk and support tickets by email, by telephone or via the PCS website. Tickets will be processed by a team of competent analysts who are engaged by PCS to provide product and service support. The analysts are technical engineers trained to perform in-depth diagnostic and trouble-shooting activities in order to resolve product and service issues as quickly as possible.

17.2.2 The Client's queries will be recorded in a Professional Services Automation (PSA) system and a case reference number shall be assigned by PCS.

17.2.3 The Client must quote the case reference number in all future correspondence with PCS in relation to the respective Service Failure.

17.3 Ticket Logging

Tickets may be logged through the following mechanisms:

Logging Method	Access
Email	support@purecloudsolutions.com
Telephone	+44 (0)333 150 6780
WEB	www.purecloudsolutions.com/support/report-a-fault

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

When communicating via email, the Client shall ensure that the ticket id reference is included in the subject of the email using the format [Service Ticket #<ticket ID number>]. For example, if responding to ticket ID 222150, Service Ticket #222150 must be included in the subject.

17.4 Ticket Categories

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

Priority Definitions

Category	Description	Response Target Time	Resolution Target Time
P1 - Critical	Severe impact on business operations. Critical systems or services are completely unavailable or severely degraded and primary business purpose cannot be executed.	15 Minutes	2 Hours
P2 - High	Significant impact on business operations. Major systems or services are experiencing issues, affecting multiple users or a significant business function.	30 Minutes	4 Hours
P3 - Medium	Moderate impact on business operations. Some systems or services are experiencing issues, affecting a limited number of users or a non-critical business function.	1 Hours	8 Hours
P4 - Low	Low impact on business operations. Issues are minor and do not significantly affect business operations.	8 Hours	72 Hours
P5 - Informational	No impact on business operations. Requests are informational or for general inquiries.	N/A	N/A



Moves / Adds / Changes

Category	Description	Response Target Time	Resolution Target Time
MAC1 - High	High-priority requests for moves, adds, or changes that significantly affect business operations. Danger of malicious activity or proactive activity to safeguard systems or people.	15 Minutes	2 Hours
MAC2 - Medium	Medium-priority requests for moves, adds, or changes that moderately affect business operations. Activity to ensure business as usual and user productivity.	1 Hours	4 Hours
MAC3 - Low	Low-priority requests for pre-approved, low risk moves, adds, or changes that have minimal impact on business operations.	8 Hours	120 Hours

17.5 Service Levels and response times

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

Category	Response Target Time	Resolution Target Time
P1 - Critical	15 Minutes	2 Hours
P2 - High	30 Minutes	4 Hours
P3 - Medium	1 Hours	8 Hours
P4 - Low	8 Hours	72 Hours
P5 - Informational	N/A	N/A

Category	Response Target Time	Resolution Target Time
MAC1 - High	15 Minutes	2 Hours
MAC2 - Medium	1 Hours	4 Hours
MAC3 - Low	8 Hours	120 Hours

Escalation

In the event that a workaround is not provided within the Resolution Target Time, the following escalation timings shall apply.

Escalation shall mean that the Client may request access to a more senior member of the organisation in relation to the provision of the workaround.

Category	Service Manager	Service Director	Managing Director
Priority 1	Immediate	1 Hour	2 Hours
Priority 2	1 Hour	2 Hours	4 Hours
Priority 3	2 Hours	4 Hours	N/A
Priority 4	4 Hours	N/A	N/A
Priority 5	N/A	N/A	N/A

Software Assurance

“Software Assurance” covers diagnostics and repair for all PCS Services remotely unless otherwise agreed. At the sole discretion of PCS, onsite support may be offered depending on the nature of the fault. Software Assurance does not cover Hardware replacement, which is covered via standard manufacture warranty terms and conditions. Software Assurance levels will be detailed within the Service Schedule. There are three levels of Software Assurance with the service levels set out below:

YourCloud Core: Monday to Friday 9am to 5:00pm

YourCloud Advanced: Monday to Friday 8.00am to 8.00pm

YourCloud Premium: Monday to Sunday 24hour

YourCloud Core is provided to the Client without additional cost if the Services include hosted telephone services only.

In the event that the Client requests and PCS provides customer service outside the Client’s Software Assurance level, PCS shall be entitled to charge, and the Client will pay, additional fees for such services as outlined in the Price Guide.

18 Equipment Maintenance

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

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



18.1.2 Preventative maintenance for the System to take place as set out in the Service Schedule or otherwise agreed in writing, such maintenance to include testing. The provision of such maintenance shall take place at times planned and agreed between the parties.

18.1.3 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.

18.2 PCS shall provide the Equipment Maintenance Services in a timely manner and with reasonable skill and care.

18.3 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.

18.4 The Equipment Maintenance Services shall not be deemed automatically to cover any additional equipment 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 equipment shall occur only by agreement in writing between the parties and may result in an increase in the Charges.

18.5 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:

18.5.1 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;

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

18.5.3 Repairs to electrical equipment or infrastructure that is external to the System including failure of public telephone communication network;

18.5.4 Any alteration of the System to meet a change in the Client's requirements or recommendations of a Public Telephone Operator;

18.5.5 Moving or reinstallation, modification or reconfiguration of any System;

18.5.6 Repairs to equipment that is ancillary to the System (including any third party equipment) unless expressly included in the Service Schedule;

18.5.7 Maintenance of line wiring (where included as part of the System);

18.5.8 Replacement of consumable materials, where supplied;

18.5.9 The time spent by PCS, its 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.

18.5.10 Repairs to equipment that has been modified, moved, reinstalled or repaired by the Client or any third party without the prior written approval of PCS; and

18.5.11 If, in its reasonable opinion, PCS considers that the System cannot be repaired economically so as to put it in a maintainable condition and it notifies the Client accordingly, PCS will not be required to carry out any Equipment Maintenance Services in relation to the 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.

18.6 Client's Obligations

18.6.1 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 heating, ventilation and air conditioning systems, lighting, electrical infrastructure and outlets, computer networks, telephones and any other facilities which PCS reasonably requires.

18.6.2 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.

18.6.3 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.



19 General

19.1 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.

19.2 PCS shall not be liable to the Client for delays caused by an event beyond their reasonable control including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident. 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.

19.3 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.

19.4 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.

19.5 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 the Contract.

19.6 Clauses 3, 5, 6, 15, 16 and 20 shall survive expiration or termination of the Contract.

19.7 The Contract 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 offer or the Service Schedule or the 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 the Contract (to the exclusion of all other rights and remedies including those arising in tort or under statute).

19.8 All notices and other communications in connection with the Contract shall be in writing, which, for the avoidance of doubt includes, email. Notice shall be deemed to have been received by a party when actually received in the case of hand delivery, or two (2) days after mailing by first class mail, postage prepaid, to such party at the address of its registered office or principal place of business, or immediately upon sending in the case of email sent to a proper and authorised address.

19.9 PCS agrees and declares that the Services comply with the relevant general conditions imposed upon PCS pursuant to the Communications Act 2003 as at the Commencement Date.

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

19.11 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.

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

20 Confidentiality

20.1 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.

20.2 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.

20.3 The obligations set out in clause 20 shall not apply to Confidential Information that the receiving party can demonstrate:

- (i) is or has become publicly known other than through breach of clause 20; 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.

20.4 The obligations of confidentiality in clause 20 shall not be affected by the expiry or termination of this agreement.

21 Governing Law and Jurisdiction

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

21.2 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.

21.3 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.

21.4 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.