

GLOBAL 4 TERMS AND CONDITIONS

Global 4 Communications Ltd (G4CL): (Company registration number 03526932) registered office at Global House, 60B Queen Street, Horsham, West Sussex RH13 5AD.

The Customer's attention is particularly drawn to the following: clauses 4.6, 5.5, 7.4, 8.20, and 9.21 (Extended Term); clause 6.20 (VoIP Services — emergency call limitations); clause 22 (Liability and Limitation of Liability); clause 24 (Confidentiality); clause 26 (Force Majeure); clause 27 (Termination); clause 28.3 (Customer Default); clause 23 (Payment and Charges for Services); clause 29 (Customer Cancellation & Transfer (Switching) Charges).

1. INTERPRETATION

1.1 Definitions. In this Contract, the following definitions and rules of interpretation apply unless the context otherwise requires:

Business Day: a day other than a Saturday, Sunday, or Public Holiday in England.

Billing Date: means the date on which an invoice is issued by G4CL.

Carrier: any third-party electronic communications network operator or wholesale telecommunications provider used by G4CL to deliver the Services.

Charges: all fees, charges, costs and expenses payable by the Customer for Services and/or Equipment under the Contract, as set out in the Order or Tariff.

Commencement Date means the date on which G4CL begins supplying the relevant Service, being: (a) for Maintenance Services — the Installation Date or, where no installation is required, the Signature Date; (b) for Fixed Network Services — the Handover Date; (c) for Hosted Licences — the date the licences are ordered; (d) for Line Rentals, Data Services, Microsoft 365 Services, or Mobile Services — the date from which G4CL is charged by its supplier; (e) for IT Support, Cyber Security, or Security Services — the applicable Handover Date; (f) for any other Service not listed above — the Signature Date.

Conditions: these terms and conditions as amended in accordance with clause 28.18(Variation).

Connection Date: for Data Services, the date on which the Carrier first makes the service available for use by the Customer.

Contract: the agreement between G4CL and the Customer for the supply of Services and/or Equipment comprising the Order, these Conditions, and any applicable Service Specific Conditions.

Contract Date: the date on which a Contract between the Customer and G4CL is formed and comes into existence as determined pursuant to the provisions of clause 2.2

Cyber Security Managed Services: means the cyber security managed services provided by G4CL to the Customer as specified in clause 9 and the applicable Order Form, including without limitation any managed detection and response, vulnerability management, security monitoring, threat intelligence, incident response support and related cyber security services.

Customer: the person, firm, or legal entity identified in the Order that purchases Services from G4CL.

Customer Default: any act, omission or default of the Customer that prevents or delays G4CL's performance of any obligation under the Contract, including failure to provide access, information, consents or approvals reasonably required by G4CL. The consequences of a Customer Default are set out in clause 28.3.

Customer Portal: the secure online portal made available by G4CL to the Customer at <https://www.global4.co.uk> or such other URL as G4CL may notify from time to time, through which the Customer may access account information, submit support requests, manage Portal Users, review current Tariffs and Rate Card information made available by G4CL, and perform such other functions as G4CL makes available. Access to the Customer Portal is subject to clause 21 of these Conditions. References in these Conditions to charges or pricing being published "on the website or within the Customer

Portal" shall be read as references to information made available by G4CL through one or both of those channels as G4CL considers appropriate.

Customer Third-Party Provider: means any third-party supplier, service provider, contractor, consultant, software vendor, cloud provider, network operator, managed service provider or other third party engaged by or on behalf of the Customer.

Portal Administrator: the individual or individuals nominated by the Customer to act as the primary point of contact for Customer Portal access management, including the addition and removal of Portal Users and the maintenance of accurate Portal account information.

Portal User: any individual authorised by the Customer to access and use the Customer Portal on the Customer's behalf, including employees, officers, contractors, and agents of the Customer.

Data Services: the data Services to be provided by G4CL to the Customer as described in the Order, together with such other data Services that G4CL agrees to supply to the Customer from time to time.

Data Services Contract: where applicable, the Contract for the supply of Data Services.

Direct Debit Scheme: means the UK direct debit scheme operated by Bacs Payment Schemes Limited.

Due Date: means the date payment is due, being 10 Working Days from the invoice date (Net 10 Working Days), unless otherwise specified in the Order Form. For one-off Charges, the Due Date is 10 Working Days from the Delivery Invoice Date as defined in clause 23.20A.

Delivery: has the meaning given in clause 4.2.

Equipment: the equipment as set out in the Order Form.

EMF: means electromagnetic fields, including non-ionising electromagnetic radiation emitted by mobile handsets, devices, SIM cards, network equipment, base stations and associated infrastructure used in connection with the Mobile Services.

Estimated Installation Date: the date on which G4CL estimates that the Equipment will be installed, as advised by G4CL to the Customer.

Extended Term: means any period of automatic renewal that commences upon the expiry of the Minimum Term under the applicable Service Contract. Where a Service Contract automatically renews, each successive renewal period is an Extended Term of equal duration to the original Minimum Term (or such other period as expressly agreed in the applicable Order Form or Service Schedule), and the Contract shall continue on the same terms and conditions for each Extended Term until validly terminated in accordance with the Contract. The automatic renewal provisions applicable to each Service are set out in:

- (a) clause 4.6 (Maintenance Services);
- (b) clause 5.5 (Fixed Network Services);
- (c) clause 6.5 (Data Services);
- (d) clause 7.4 (IT Support Services);
- (e) clause 8.20 (Microsoft 365 Services);
- (f) clause 9.21 (Cyber Security Managed Services);
- (g) clause 11.26(b) (Security Services).

For the avoidance of doubt, Early Termination Charges apply during any Extended Term in the same manner as they apply during the Minimum Term, as set out in clause 29.

Fixed Network Services: the voice Services to be provided by G4CL to the Customer as specified in the Order Form.

Fixed Network Services Contract: where applicable, the Contract for the supply of Fixed Network Services.

Hosted Licence: a subscription licence granted by G4CL to the Customer for use of a hosted service.

Handover Date: the date on which G4CL hands over the Fixed Network Services, Data Services or other relevant Services to the Customer following successful installation, commissioning and testing, as notified by G4CL to the Customer.

Installation Date: the date on which the Equipment is installed.

Installation Services: the Services relating to the installation by G4CL (or its duly authorised agents) of the Equipment (where applicable).

IT Support Services: the IT support Services described in the Order.
IT Support Services Contract: where applicable, the Contract for the supply of IT Support Services.

Maintenance Services: the Maintenance Services to be provided by G4CL to the Customer as described in the Order, together with such other maintenance Services that G4CL agrees to supply to the Customer from time to time.

Maintenance Services Contract: where applicable, the Contract for the supply of Maintenance Services.

Minimum Term: means the minimum period during which the relevant Services are to be supplied, commencing on the applicable Commencement Date, unless a different minimum term is specified in the Order Form or applicable Service Specific Conditions.

MSA: means the Master Services Agreement entered into between G4CL (or any of its affiliates, subsidiaries, or authorised service providers) and the Customer, including all schedules, annexes, statements of work (SOWs), service orders, amendments, and any documents expressly incorporated by reference. For the avoidance of doubt:

- The MSA governs the overall contractual relationship between G4CL and the Customer in respect of the provision of telecommunications services and related solutions.
- Any Service Order, Order Form, or Statement of Work executed under or pursuant to the MSA shall form part of, and be read together with, the MSA.
- In the event of any conflict or inconsistency between these Terms and Conditions and the MSA, the order of precedence shall be: (1) the applicable Service Order or Statement of Work (to the extent of the specific services covered); (2) the MSA; and (3) these Terms and Conditions, unless expressly stated otherwise in writing by G4CL.

Mobile Services: the Mobile Services to be provided by G4CL to the Customer as specified in the Order.

Mobile Services Contract: where applicable, the Contract for the supply of Mobile Services.

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

Order: Customer's order for Services as set out in the Order Form; such Order being subject to these Conditions.

Order Form: the document prepared by G4CL and sent to the Customer for signature by an authorised representative of the Customer, which sets out the Services which the Customer has requested G4CL to provide, together with relevant details including the applicable Charges, Minimum Term, and any Service-specific terms. When read in conjunction with these Conditions, the Order Form forms part of the Contract and sets out the basis on which Charges for the Services will be calculated.

Out-of-Hours: means any period falling outside Standard Business Hours, that is any time outside Monday to Friday, 08:00 to 18:00 (GMT/BST), excluding UK public and Bank Holidays.

Out of Contract: where applicable, Customers who are not eligible for automatic renewal will move to a rolling monthly contract.

Personal Data: has the meaning given in the UK GDPR and the Data Protection Act 2018.

Service Levels: means any performance targets expressly stated in the applicable Service Schedule.

Service Level Agreement or SLA: means any service level agreement, support schedule or service level schedule issued by G4CL from time to time setting out applicable service availability targets, response times, and resolution targets. Refer to [SLA and Escalations](#). Any service levels, response times or target timescales set out in the Service Level Agreement, the Order Form or otherwise referred to in these Conditions are provided by G4CL on a reasonable endeavours basis only. Such service levels represent targets and do not constitute a guarantee or warranty that they will be met in every case. G4CL shall use its reasonable endeavours to meet the applicable service levels but shall not be liable to the Customer for any failure to do so where such failure arises from

circumstances outside its reasonable control, including without limitation any act or omission of a Carrier, Airtime Provider, supplier or other third party.

Service Unavailability: means a complete loss of the relevant Service, excluding Scheduled Maintenance, emergency maintenance, or events outside G4CL's reasonable control.

Scheduled Maintenance: means maintenance notified in advance.

Settlement Charge: means the charge payable by G4CL to the Customer as agreed in writing between the parties.

Signature Date: means the date on which the Order Form is signed by or on behalf of the Customer, or in the case of a Verbal Order, the date of G4CL's oral acceptance of that order in accordance with clause 3.27.

Third-Party Provider: means any third-party supplier, carrier, network operator, licensor, cloud provider, infrastructure provider, software vendor, distributor, subcontractor, agent, or service provider engaged by or on behalf of G4CL in connection with the provision of the Services.

Tariff: means G4CL's standard schedule of rates and charges, as amended from time to time.

Services: the Services to be supplied by G4CL to the Customer being any or all of the Installation Services, Maintenance Services, Fixed Network Services, Hosted Licence, Data Services, IT Support Services, Microsoft 365 Services, Cyber Security Services, Security Services and/or Mobile Services, as the case may be, and Services will be construed accordingly but will exclude the provision of DNS servers and mail servers.

Service Specific Conditions: any policies, terms or procedures that apply to and will be incorporated into the Contract, as specified in the notes section of the Order Form.

Subscription Term: means the minimum committed subscription period applicable to any Microsoft licences, cloud services, software subscriptions or other recurring third-party services as specified in the applicable Order Form.

Support Services: means any helpdesk, maintenance, monitoring, telephony, technical support, managed support or related support services provided by G4CL, including IT Support Services where specifically contracted under clause 7.

Site: Customer's place of business as specified in the Order Form where any Services are to be provided or carried out and/or (where applicable) Equipment is to be delivered and any Installation is to take place, as specified in the Order Form.

Specification: the description or specification of the relevant Services and/or Equipment provided in writing by G4CL to the Customer as set out in the Order Form.

VoIP (Voice over Internet Protocol): the provision of voice communications services delivered over Internet Protocol networks rather than traditional public switched telephone networks (PSTN).

VAT: means value added tax or any equivalent sales tax chargeable in the United Kingdom.

Working Days: means Business Days (see definition above).

References to "Net 10 Working Days" or "10 Working Days" in this Contract mean 10 Business Days.

1.2 Construction.

In these Conditions, the following rules apply:

- a person includes a natural person, corporate or unincorporated body (whether having separate legal personality);
- a reference to a party includes its personal representatives, successors or permitted assigns;
- a reference to any statute or statutory provision includes any amendment, extension, re-enactment or replacement of it from time to time, and includes any subordinate legislation made under it.
- any phrase introduced by the terms including, include, or any similar expression, will be construed as illustrative and will not limit the sense of the words preceding those terms; and
- a reference to writing or written includes e-mails and other electronic communications.

2. SUPPLY OF SERVICES

2.1 G4CL will supply the Services using reasonable skill and care. If the Order Form specifies that G4CL will provide any of the following Services:

- (a) Equipment and Installation Services and/or Maintenance Services, clause 4 applies;
- (b) Fixed Network Services, clause 5 applies;
- (c) Data Services, clause 6 applies;
- (d) IT Support Services, clause 7 applies;
- (e) Cloud Services & Software Licencing, clause 8 applies;
- (f) Cyber Security Managed Services, clause 9 applies;
- (g) Mobile Services, clause 10 applies;
- (h) Security Services, clause 11 applies;
- (i) Out of Hours Services, clause 12 applies;
- (j) Managed Office 365 Backup Services, clause 13 applies;
- (k) Phishing Simulation & Cyber Security Training Services, clause 14 applies;
- (l) Windows Endpoint & Server Patch Management Services, clause 15 applies;
- (m) Security Alert Monitoring and Maintenance (Antivirus EDR & MDR), clause 16 applies;
- (n) Dark Web Monitoring Services, clause 17 applies;
- (o) Cyber Essentials - As - A - Services (CEaaS), clause 18 applies;
- (p) Managed Backup Services & Endpoint & Servers, clause 19 applies;
- (q) Hardware Support & Warranty, clause 20 applies;
- (r) Customer Portal, clause 21 applies;
- (s) Reprographics Services, the G4CL Reprographics Terms of Service apply. The Reprographics Terms of Service are available on the G4CL website at <https://www.global4.co.uk> or upon request from G4CL and are incorporated into the Contract by reference.

The relevant clauses form part of the Contract as if set out in full.

2.2 G4CL will use reasonable endeavours to deliver the Services by any dates specified in the Order, but such dates are estimates only and time is not of the essence.

2.3 G4CL may make changes to the Services where necessary to:

- (a) comply with applicable law or regulatory requirements; or
- (b) implement technical or operational improvements that do not materially reduce service functionality.

G4CL shall provide reasonable advance notice of any changes made under this clause 2.3 where practicable.

2.4 G4CL warrants to the Customer that the relevant Services will be provided using reasonable care and skill, subject to clauses 4, 5, 6, 7, 8, 9, 10 and 11 of these Conditions.

2.5 The Customer acknowledges that certain Services rely on third-party suppliers and carriers. G4CL is not responsible for delays, failures, or faults caused by such third parties, including outages, latency, routing failures, provisioning delays, or carrier withdrawal.

2.6 G4CL may suspend Services where reasonably necessary to protect network integrity, security, fraud or misuse, or to comply with applicable law or regulatory obligations.

2.7 The Customer must provide all information, access, and cooperation reasonably required for G4CL to perform the Services.

3. BASIS OF CONTRACT

3.1 The sending of the Order Form by G4CL to the Customer constitutes an offer by G4CL to provide Services and/or Equipment in accordance with these Conditions, the Order and any Service Specific Conditions (the Offer).

3.2 The Offer is accepted and the Contract is:

- (a) formed when G4CL receives a copy of the Order Form duly signed by or on behalf of the Customer, whether electronically or physically, subject (where applicable) to clauses 4.1, 5.6, 6.6, 7.5, 9.1 and 10.19.
- (b) lapsed if G4CL has not received the signed Order Form within 30 days after it is issued, the Offer automatically lapses unless G4CL agrees otherwise in writing.
- (c) withdrawn by G4CL at any time before acceptance by the Customer.

3.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, representation, assurance or warranty not expressly set out in the Contract.

3.4 Any samples, drawings, descriptive matter, advertising, catalogues or brochures issued by G4CL are provided for illustrative purposes only and do not form part of the Contract.

3.5 These Conditions apply to the Contract to the exclusion of any terms the Customer seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing. If there is any conflict between:

- (a) the Order;
 - (b) Service Specific Conditions; and
 - (c) these Conditions; and
 - (d) the Data Processing Agreement (where one has been entered into between the parties),
- then (a) shall take precedence over (b), (b) over (c), and (c) over (d).

In the case of any conflict between these Conditions and the Data Processing Agreement relating specifically to data protection matters, the Data Processing Agreement shall prevail.

3.6 Any quotation issued by G4CL is not an offer and is valid for 30 days from its date of issue unless withdrawn earlier.

3.7 The Customer warrants that it is entering into the Contract in the course of its business and not as a consumer.

3.8 Except for Installation Services, each Service ordered constitutes a separate Contract, even if multiple Services appear on the same Order Form.

3.9 A failure or delay affecting one Service does not entitle the Customer to terminate any Contract relating to another Service.

3.10 Where Third-Party finance is required for Equipment, the Customer must promptly submit all information reasonably requested by G4CL or the funder.

3.11 If the Customer fails to provide such information within 28 days, G4CL may cancel the Equipment order and charge the Services Fee.

3.12 If finance is approved and the Customer fails to enter the finance agreement, the Customer must pay the Services Fee.

3.13 If finance is declined for reasons outside the Customer's control, the Equipment order is cancelled without liability to either party.

3.14 By signing the Order Form, the Customer authorises G4CL to begin performing the Services immediately and acknowledges that Charges will be payable for all work carried out even if any related finance agreement is not completed.

3.15 The person signing the Order Form warrants that they have authority to bind the Customer.

3.16 G4CL may decline to supply Services if credit approval is not satisfactory.

3.17 G4CL reserves the right to refuse any Order at its discretion.

3.18 The Services Fee is calculated as an amount equal to the costs incurred by G4CL, including: (a) in purchasing equipment and associated licences in respect of which G4CL determines it is unlikely to be able to re-sell; and (b) in carrying out the Services. The costs for such Services will be calculated by reference to the time incurred by G4CL employees or contractors in carrying out the Services multiplied by G4CL standard rates for such Services in force at the relevant time.

3.19 Any cancellation or termination of an Order for Equipment by G4CL or by the Customer in accordance with this Agreement shall be without prejudice to any separate agreement, Order or Contract for Telecommunications Services or Managed Services entered into between the parties, which shall remain in full force and effect in accordance with their respective terms and conditions. For the avoidance of doubt, the cancellation or termination of an Equipment Order shall not give either party any right to terminate any Telecommunications Services or Managed Services agreement except as expressly provided for under the applicable terms governing those Services. Where an Equipment Order is cancelled following the Customer failure to obtain or maintain finance approval, G4CL reserves the right to hold the Customer liable for the full

purchase price of the Equipment and any associated costs incurred by G4CL in relation to that Order.

3.20 Title to the Equipment will remain in the ownership of the Funder at all times, unless the Customer has entered into a Rental Contract with G4CL in respect of the Equipment, in which case title to the Equipment will remain in the ownership of G4CL at all times.

3.21 G4CL reserves the right to carry out a credit assessment at any time, including using third-party credit reference agencies and/or other external providers. The Customer will provide any information reasonably required to facilitate such assessments, prior to Services being delivered.

3.22 Subject to completion of a satisfactory credit assessment, G4CL may grant the Customer a credit limit (the "Credit Limit"), being the maximum amount outstanding from time to time under this Contract. G4CL will notify the Customer in writing of the Credit Limit.

3.23 G4CL may at its sole discretion increase, reduce or withdraw the Credit Limit at any time, including as a result of changes in the Customer's creditworthiness, financial position, or payment history. G4CL will give written notice of any change in the Credit Limit.

3.24 If the amount outstanding by the Customer exceeds the Credit Limit:

(a) G4CL may suspend further supply of Goods and/or Services until the Customer's outstanding balance is reduced below the Credit Limit;

(b) Customer will remain liable for all amounts incurred, including amounts in excess of the Credit Limit; and

(c) G4CL may require immediate payment of any outstanding invoices.

3.25 G4CL may require the Customer to pay a security deposit, advance payment, or other form of assurance if, in G4CL's reasonable opinion, such is necessary in light of the credit assessment or if the Customer's outstanding balance regularly approaches or exceeds the Credit Limit.

3.26 The Customer agrees to notify G4CL promptly if there is any material change in its financial situation or circumstances which may affect its ability to meet payment obligations under this Contract.

3.27 Verbal Orders. Where a Customer places an order for Services verbally, whether by telephone or in person (a "Verbal Order"), the following provisions apply:

(a) A Verbal Order constitutes a binding Contract upon G4CL's oral acceptance of that order. The Contract is formed at the point of G4CL's acceptance and these Conditions apply in full from that point, notwithstanding that no Order Form has been signed.

(b) G4CL's records of the Verbal Order, including call recordings, internal notes, and any written confirmation subsequently issued by G4CL, shall constitute conclusive evidence of the existence, scope, and applicable Charges of the Verbal Order in the absence of manifest error.

(c) G4CL will use reasonable endeavours to issue a written confirmation to the Customer following acceptance of a Verbal Order, setting out the Services ordered and the applicable Charges. Failure to issue such confirmation shall not affect the binding nature of the Contract or the Customer's obligation to pay the applicable Charges.

(d) The Customer shall be liable for all Charges applicable to the Verbal Order from the date of G4CL's acceptance, irrespective of whether a written confirmation has been issued or received by the Customer.

(e) The person placing a Verbal Order warrants that they have full authority to bind the Customer to a Contract on the terms set out herein. G4CL shall be entitled to rely on any instruction given by any individual representing themselves as an authorised representative of the Customer, unless G4CL has been notified in writing in advance that such individual does not have authority to place orders on the Customer's behalf.

(f) G4CL reserves the right to decline any Verbal Order at its discretion.

4. EQUIPMENT, INSTALLATION SERVICES & MAINTENANCE

SERVICES

4.1 Any Order for Equipment is subject to availability prior to the Estimated Installation Date. G4CL will use reasonable endeavours to deliver the Equipment and perform the Installation Services within any estimated timeframe, but such timeframes are estimates only and time is not of the essence.

4.2 Delivery occurs when the Equipment arrives at the Site, before unloading or unpacking. In relation to Delivery of any Equipment:

(a) The Customer must check that all Order details are accurate;

(b) If the Customer fails to accept Delivery within 10 Business Days after notice that Equipment is ready for delivery, the Equipment will be deemed Delivered and risk will pass to the Customer. Thereafter, clause 4.3 will apply to the Equipment;

(c) Delivery by instalments is permitted. Delay in one instalment does not entitle the Customer to reject other instalments or terminate the Contract;

(d) Risk passes to the Customer on Delivery or deemed Delivery;

(e) The Customer shall inspect the Equipment on Delivery and notify G4CL in writing of any shortages, damage or discrepancies within five (5) Business Days of Delivery. In the absence of such notice, the Equipment shall be deemed accepted and compliant with the Contract, and the Customer shall not be entitled to reject the Equipment or bring any claim in respect of any apparent defect, shortage or discrepancy which would have been reasonably identifiable upon inspection.

4.3 Notwithstanding clause 4.2(d), Ownership of Equipment does not pass to the Customer until G4CL has received payment in full for the Equipment and Installation Services. Until ownership passes, the Customer must:

(a) keep Equipment identifiable;

(b) maintain it in satisfactory condition;

(c) insure it for full replacement value;

(d) not dispose of or encumber it;

(e) not remove it from the Site without written consent.

4.4 If the Equipment is leased or rented to the Customer the Customer will:

(a) return the Equipment at the Customer's cost to G4CL immediately on request at the end of the lease or contract; and

(b) irrevocably authorise G4CL and its agents to enter any premises where the Equipment is located for the purpose of recovering it.

4.5 The Customer shall immediately return the Equipment upon request and permit G4CL or its agents access to any premises where the Equipment is located for recovery purposes.

4.6 The Maintenance Services shall continue for the Minimum Term and shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

4.7 Maintenance Services apply only to Equipment and any additional equipment expressly agreed in writing. Unless agreed otherwise in writing by G4CL, G4CL will supply the Maintenance Services in accordance with the terms and conditions as set out in accordance with the Maintenance Services Contract and the applicable Maintenance Service Levels.

4.8 Maintenance Services do not cover faults caused by:

(a) fair wear and tear;

(b) misuse or operator error;

(c) power or environmental failure;

(d) third-party equipment or software not supplied by G4CL;

(e) external events including fire, flood, theft, or vandalism;

(f) software defects; or

(g) third-party service failures.

4.9 In the event that G4CL carries out Maintenance Services to any Equipment which has, in its reasonable opinion failed or become faulty due (wholly or partially) to any of the circumstances described in clause 4.8, G4CL will be entitled to charge additional fees.

4.10 In carrying out the Maintenance Services G4CL will not (subject to clause 22) be liable for the loss of any data or information stored

on the Equipment or any other equipment that may be affected by the carrying out of the Maintenance Services and the Customer will ensure that appropriate backups of all data and information are maintained.

4.11 In rectifying any fault to Equipment it may be necessary for G4CL to reset the Equipment's software. In such cases, G4CL will not be responsible for resetting or reloading equipment programming and user profiles.

4.12 The Maintenance Services are limited to the provision and repair of the Equipment by G4CL on a like for like basis, which may include G4CL supplying reconditioned parts for Equipment and reconditioned Equipment. Any Equipment that is removed or replaced and any parts that are removed or installed in Equipment in the carrying out of the Maintenance Services will become or will remain (as the case may be) the property of G4CL.

4.13 G4CL will not be liable for any delay in the performance of the Maintenance Services where such delay is attributable to no or poor or delayed availability of spare parts for any item of Equipment.

4.14 If the Customer terminates a Contract (in whole or in part) for Maintenance Services before the end of any applicable Minimum Term or Extended Term, the Customer will pay to G4CL all charges that would have accrued during the period from the expiry of the Customer's notice to terminate (or where no notice is given the date of indication by the Customer of an intention to no longer be bound by the Contract (in whole or in part) to the end of the Minimum Term or Extended Term (as the case may be)).

4.15 G4CL is not responsible for faults caused by third-party networks or suppliers.

4.16 The Customer must ensure the Site is suitable and ready for installation. Additional costs caused by Site deficiencies are chargeable. Refer to the Tariff for costings.

4.17 The Customer must provide safe and timely access to premises for installation and maintenance.

4.18 Subject to clause 4.17, the Customer must provide all access, information, permissions and cooperation reasonably required for installation and support of Services.

4.19 G4CL does not warrant compatibility with third-party systems unless expressly agreed.

5. FIXED NETWORK SERVICES

5.1 G4CL will provide the Fixed Network Services in accordance with the Contract.

5.2 Subject to clause 2.2 and clause 5.4, the supply of the Fixed Network Services will commence on the Commencement Date and will continue for the Minimum Term in accordance with the Contract.

5.3 The Customer acknowledges that Fixed Network Services depend on third-party carriers, network operators and suppliers and that G4CL is not responsible for failures caused by them.

5.4 If the Commencement Date for the provision of Fixed Network Services has not occurred prior to the first anniversary of the Contract Date for the relevant Fixed Network Services, then the Contract in respect of those Services shall be deemed terminated unless otherwise agreed in writing between G4CL and the Customer. The termination of the relevant Services under this clause shall not affect:

- (a) any rights, remedies, obligations or liabilities accrued prior to termination; or
- (b) the Customer's obligation to pay:
 - (i) any Charges incurred prior to termination;
 - (ii) any third-party supplier, carrier, survey, installation, engineering or provisioning costs incurred by G4CL in connection with the Services; and
 - (iii) any reasonable administrative or project management costs incurred by G4CL arising from delays attributable to the Customer.

Such termination shall be without prejudice to any other rights or remedies available to G4CL under the Contract.

5.5 Subject to clause 2.1, the Fixed Network Services shall continue for the Minimum Term and shall automatically renew for successive

periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

5.6 The provision of any Fixed Network Services by G4CL under a Fixed Network Services Contract is conditional on:

- (a) G4CL carrying out such surveys as it deems necessary to satisfy itself that it is possible for it to supply the Fixed Network Services;
- (b) the installation of the lines over which the Fixed Network Services are to be provided and such lines being fully operational; and
- (c) the Customer providing to G4CL to its satisfaction accurate information and data to enable G4CL to calculate the Charges and to carry out a site survey.

5.7 G4CL warrants to the Customer that Fixed Network Services will be provided using reasonable care and skill. The Customer agrees that G4CL cannot guarantee that the Fixed Network Services will work without interruption and will be fault or error free. Any interruption, fault or error with the Fixed Network Services must be notified to G4CL in accordance with clause 5.8.

5.8 The Customer will notify G4CL of any interruption, fault, or error with the Fixed Network Services. G4CL will use reasonable endeavours to correct or cure any interruption, fault, or error with the Fixed Network Services.

5.9 Notwithstanding any other provision of these Conditions, G4CL will not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of Carriers that may (wholly or partially) cause, impact or result in any interruption, fault error with or withdrawal of (temporarily or permanently) the Fixed Network Services.

5.10 All and any telephone numbers allocated to the Customer in connection with the Fixed Network Services may be withdrawn by OFCOM and accordingly G4CL does not warrant or represent that such telephone numbers can be provided to the Customer.

The Customer acknowledges and agrees that any telephone numbers allocated to it are allocated on the basis of a licence and the Customer agrees not to sell or transfer any telephone number provided to it (except where the Customer has a right to port that telephone number). Telephone numbers do not constitute property and no goodwill attaches to them.

5.11 In relation to the use of the Fixed Network Services the Customer agrees:

- (a) to ensure that the Fixed Network Services are not used to make offensive, indecent, menacing, nuisance or hoax calls;
- (b) not to use the Fixed Network Services in any way that may, in G4CL's reasonable opinion, damage its reputation;
- (c) not to contravene any laws, regulations or codes of conduct that may, from time to time, be applicable to the use or supply of the Fixed Network Services;
- (d) to implement and maintain appropriate security and control over its networks, equipment, and business to prevent fraud and to prevent calls being generated by third parties;
- (e) to maintain adequately all equipment utilised in connection with the Fixed Network Services and ensure its compatibility in terms of technical specification;
- (f) not to use nor permit the Fixed Network Services to be used in any way that would constitute or contribute to the commission of any crime, tort, fraud or other unlawful activity;
- (g) not to allow any unauthorised use of the Fixed Network Services and to take all reasonable security measures to prevent such use;
- (h) not to sell or resell the Fixed Network Services in whole or in part;
- (i) not to misuse the Fixed Network Services in any way, including without limitation causing the volume of calls made to the telephone numbers allocated to the Customer to significantly exceed that which can be answered by the Customer where this would cause congestion to a network;
- (j) that G4CL may publish details of the Customer's name, address and telephone number(s) in the Directory Enquiries Services, unless the Customer expressly confirms to G4CL in writing that it would like a special entry to be made, for which G4CL may make an additional

charge;

(k) that to the extent the Fixed Network Services contain VOIP Services, clause 6.20 will also apply save that references in that clause to Data Services will be deemed to be references to Fixed Network Services;

(l) in order to protect the Customer against unauthorised transfer of Fixed Network Services, in the event that the Customer fails to contact G4CL not less than 48 hours prior to any transfer date, G4CL may cancel any order made with a third-party supplier;

(m) and undertakes not to cause any attachments to be connected (directly or indirectly) to the Fixed Network Services, other than those that meet the appropriate essential requirements of the Radio Equipment Regulations 2017 (SI 2017/1206) and any other requirements or standards under applicable law or as prescribed in the description of the Fixed Network Services published from time to time.

5.12 Any equipment installed or supplied by G4CL to the Customer in connection with the Fixed Network Services (including, without limitation, handsets, routers and associated hardware) shall remain the property of G4CL unless and until such equipment has been expressly purchased outright by the Customer under the applicable Order Form and paid for in full in cleared funds.

Where equipment has been purchased outright by the Customer, title to such equipment shall pass to the Customer upon receipt by G4CL of full payment in cleared funds.

All equipment not purchased outright by the Customer shall remain the property of G4CL at all times and clause 4.3 shall apply to such equipment as if it were Equipment supplied under the Contract.

(a) keep all G4CL-owned equipment safe, secure, insured and in good condition (fair wear and tear excepted);

(b) not sell, assign, charge, dispose of, part with possession of or otherwise encumber such equipment;

(c) ensure that such equipment remains identifiable as the property of G4CL; and

(d) immediately notify G4CL if any such equipment is subject to seizure, distress, execution or other legal process.

Upon termination of the relevant Services, expiry of the applicable Contract term, or upon written request by G4CL, the Customer shall promptly return all G4CL-owned equipment at the Customer's cost.

The Customer shall be liable for all reasonable costs, losses, damages and expenses incurred by G4CL arising from the loss, damage, non-return, repair, replacement or recovery of such equipment.

5.13 G4CL is not responsible for faults caused by Customer equipment or third-party systems not supplied by G4CL.

5.14 G4CL may modify Fixed Network Services where reasonably required for technical, operational, or regulatory reasons provided such changes do not materially reduce functionality.

5.15 The Customer acknowledges that Fixed Network Services may not support emergency calls during power failure or broadband outage and must ensure alternative access to emergency Services including where dependent on mains power or internet connectivity.

5.16 The Customer is responsible for all Charges arising from use of the Services, including fraudulent or unauthorised use, unless caused solely by G4CL's negligence.

5.17 Upon termination or expiry of the Fixed Network Services Contract (for any reason), the Customer shall, at its own cost, return to G4CL any handsets, routers or other equipment supplied by G4CL in connection with the Fixed Network Services which have not been purchased outright by the Customer under the applicable Order Form.

Any equipment purchased outright by the Customer and paid for in full in cleared funds shall remain the property of the Customer and shall not be subject to return obligations under this clause.

If any G4CL-owned equipment is not returned within seven (7) days following termination or expiry of the Fixed Network Services Contract, G4CL reserves the right to charge the Customer the applicable replacement or non-return fee for each item, as specified

in the Tariff.

The Customer shall remain liable for any reasonable costs, losses, damages or expenses incurred by G4CL arising from the loss, damage, non-return or recovery of such equipment.

5.18 G4CL will be entitled to make additional charges in the event that the Customer supplies inaccurate or misleading information to G4CL or if the results of any survey reveal additional construction work is required in order for G4CL to supply the relevant Fixed Network Services.

5.19 Where the transfer of lines and Services of another supplier occurs, then the provision of any and all relevant existing Services supplied to the Customer by such supplier will automatically transfer to G4CL and will be charged for by G4CL in accordance with the Tariff.

5.20 The Customer acknowledges and accepts that it is liable for any charges (including without limitation any early termination charges) made by third party suppliers for any transfer of lines and Services or otherwise, unless it is clearly stated on the Order Form that G4CL will pay for such charges in which case G4CL will pay for such charges but limited to those specifically as set out on the Order Form.

5.21 The Customer agrees to pay all Charges relating to Professional Services. Remote and on-site engineering services shall be charged in accordance with G4CL's then-current Tariff.

G4CL reserves the right to charge the Customer for any cancelled or rescheduled engineer visit where less than five (5) Business Days' prior notice is provided by the Customer. Such charges may include wasted time, reserved engineering resource, third-party costs and any applicable cancellation fees in accordance with the Tariff.

5.22 The Customer accepts and acknowledges that G4CL will prior to the Handover Date have spent a significant amount of time and incurred expense in preparation for the provision of the Fixed Network Services to the Customer. If the Customer terminates the Contract for Fixed Network Services prior to the Handover Date it will pay to G4CL a sum as notified by G4CL representing costs incurred in preparation, plus VAT.

The following provisions of this clause 5.22 will apply if after the Handover Date the Customer terminates the Contract for Fixed Network Services in breach of contract prior to the expiry of the Minimum Term or the Extended Terms as the case may be.

(a) In this clause the Remainder of the Term means (where the Customer terminates or is deemed to have terminated the Contract or is in breach of contract) early termination fees will apply.

(b) In addition to early termination fees, the Customer will pay the following fee:

(i) A fee per SIP trunk, as specified in the applicable Order Form or Tariff,

(ii) A fee per analogue or ISDN channel, as specified in the applicable Order Form or Tariff

(iii) A fee per hosted licence, as specified in the applicable Order Form or Tariff

(c) If in breach of contract the Customer terminates a Contract for Fixed Network Services before the end of the Minimum Term or, where applicable, before the end of an Extended Term (as the case may be), the Customer will be liable to pay to G4CL an amount calculated in accordance with clauses 5.22(a) and 5.22(b) above, plus:

(d) (by reference to call charges) an amount calculated by reference to the median average of the monthly charges for calls incurred by the Customer for the lifetime of the Contract prior to the termination, multiplied by the period of the Remainder of the Term (expressed in months), subject to a minimum sum as specified in the applicable Order Form or Tariff.

5.23 The Customer agrees not to use in connection with the Fixed Network Services provided by G4CL any telephone number that the Customer does not have the legitimate right to use. In this regard the Customer will not "present out" any telephone number that it does not have the right to use; such as a telephone number of a competitor.

5.24 Where G4CL grants the Customer a sublicense or right to use

any hosted software, hosted telephony platform, cloud service or related application in connection with the Fixed Network Services ("Hosted Licence"), such Hosted Licence shall:

- (a) remain non-exclusive, non-transferable and revocable;
- (b) terminate automatically upon termination or expiry of the relevant Fixed Network Services; and
- (c) remain the property of G4CL and/or its third-party licensors at all times. Upon termination of the relevant Services, the Customer shall immediately cease all use of the Hosted Licence and any associated credentials, software or access rights.

5.25 G4CL may apply a minimum monthly call charge where the Customer's total call usage charges in any month fall below the minimum as specified in G4CL's then-current Tariff.

5.26 Where Fixed Network Services include inbound voice services or inbound numbers, the Customer acknowledges that Charges are based on forecast usage information provided by the Customer, including call volumes and durations. G4CL may apply additional Charges where: (a) an inbound number carries no traffic during any monthly period; or (b) traffic is materially lower (being 50% or more below) the forecast usage. Such Charges will be calculated in accordance with the Tariff or as otherwise specified in the Order Form.

5.27 G4CL may suspend Services or apply spend caps where abnormal or excessive usage is detected.

5.28 The Customer remains liable for all call Charges unless a spend cap or fraud prevention service has been expressly agreed in the Order Form.

5.29 Telephone numbers remain the property of the relevant regulatory authority or carrier and the Customer acquires no right of ownership over any number allocated in connection with the Services.

6. DATA SERVICES

6.1 Subject to clause 6.6, the supply of the Data Services will commence on the Commencement Date and will continue for the Minimum Term in accordance with the Contract.

6.2 The Customer acknowledges that Data Services rely on third-party telecommunications networks, infrastructure providers and suppliers, and G4CL is not responsible for failures or interruptions caused by such third parties.

6.3 Provision of the Data Services is subject to successful installation, configuration and activation by G4CL and/or the relevant third-party carrier.

6.4 Subject to the remaining provisions of this clause if the Commencement Date for the provision of Data Services has not occurred prior to the first anniversary of the Contract Date for the Data Services then the Contract in respect thereof will be deemed to have terminated. G4CL may by giving written notice to the Customer extend the period referred to in this clause by six (6) months if the reason why the Commencement Date has not occurred is outside of the control of G4CL. Further, the period may be extended by such period as G4CL and the Customer agree. The rights of the parties that have accrued prior to such termination will not be affected by such termination.

6.5 Subject to clause 2.1, supply of the Data Services Contract will commence on the Commencement Date and will continue for the Minimum Term and shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

6.6 The provision of any Data Services by G4CL under a Data Services Contract is conditional on:

- (a) G4CL carrying out such surveys as it considers necessary to satisfy itself that it is feasible for it to supply the Data Services and G4CL being satisfied with the results of such surveys;
- (b) G4CL not being prevented by circumstances and factors outside of its control from being able to supply the Data Services. Examples

of such circumstance and factors include (without limit) the infrastructure not being able to support the Data Services, the Customer not obtaining the necessary permission from third parties such as a landlord to install the necessary infrastructure, or a public body such as a local authority or highways authority withholding consent to the installation of the infrastructure where such consent is required;

- (c) the installation of the lines over which the Data Services are to be provided and such lines being fully operational; and
- (d) the Customer providing to G4CL to its satisfaction accurate information and data to enable G4CL to calculate the Charges and to carry out or commission a site survey.

6.7 G4CL warrants to the Customer that Data Services will be provided using reasonable care and skill. The Customer agrees that G4CL cannot guarantee that the Data Services will work without interruption and will be fault or error free. Any interruption, fault or error with the Data Services must be notified to G4CL in accordance with clause 6.22.

6.8 Charges for the Data Services shall commence on the Connection Date.

6.9 The Customer must comply with G4CL's Acceptable Use Policy (AUP) which is as published on the G4CL website ([Acceptable Use Policy \(AUP\)](#)) and updated from time to time, and must not use the Data Services for unlawful, fraudulent, or abusive purposes, including activities that could compromise network security or performance incorporated into the Contract by reference.

6.10 Data transmission speeds are not guaranteed and may vary depending on network conditions, contention ratios, infrastructure limitations and third-party carrier performance.

6.11 G4CL may suspend Data Services where reasonably necessary to:

- (a) maintain network integrity or security;
- (b) comply with legal or regulatory obligations;
- (c) prevent fraud, misuse or cyber-security threats; or
- (d) protect overall network performance.

6.12 The Customer will notify G4CL of any interruption, fault, or error with the Data Services by contacting G4CL's designated support channels, including any ticketing system or service desk specified by G4CL. G4CL will use reasonable endeavours to correct or cure any interruption, fault, or error.

6.13 G4CL is not responsible for faults, interruptions or degradation caused by Customer equipment, internal networks, or third-party hardware or software not supplied by G4CL.

6.14 Notwithstanding any other provision of these Conditions, G4CL will not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of suppliers that may (wholly or partially) cause, impact or result in any interruption, fault or error with, or withdrawal of (temporarily or permanently), the Data Services.

6.15 In relation to the Data Services, the Customer agrees and acknowledges that:

- (a) the Customer shall comply with the obligations set out in clauses 5.11(a) to 5.11(m) (inclusive) as if references to Fixed Network Services were references to Data Services;
- (b) the Customer shall not misuse the Data Services, including by transmitting, receiving or storing data in a manner which:
 - (i) exceeds any agreed usage limits;
 - (ii) adversely affects the integrity, security, performance or capacity of the network; or
 - (iii) negatively impacts G4CL, the Carrier or other customers;
- (c) the performance and speed of the Data Services are dependent upon factors outside G4CL's reasonable control, including:
 - (i) network availability;
 - (ii) line quality;
 - (iii) distance from the exchange or network node;
 - (iv) contention and network congestion; and
 - (v) third-party infrastructure,
 and accordingly G4CL does not warrant or guarantee that the Customer will achieve maximum advertised speeds;
- (d) unless expressly stated otherwise in the applicable Order Form, the Data Services do not include:
 - (i) the supply of lines, routers, modems, firewalls or other equipment;
 - (ii) internal network configuration;
 - (iii) local area network support; or
 - (iv) consultancy or advisory services,
 unless separately agreed in writing;

- (e) the Customer shall provide, at its own cost, a suitable operating environment for any equipment used in connection with the Data Services, including adequate power, cooling, rack space, ventilation and physical access;
- (f) where G4CL supplies a router in connection with a managed Ethernet or internet connectivity service, unless otherwise agreed in writing:
 - (i) the router shall be provided solely as a network demarcation device;
 - (ii) the router shall remain configured and managed exclusively by G4CL;
 - (iii) administrative or command-line access shall not be provided to the Customer;
 - (iv) additional functionality including wireless, firewall, routing or security services may be disabled unless expressly included within the Services;
 - (v) G4CL shall not be responsible for the Customer's internal network, firewall configuration or local infrastructure beyond the network demarcation point; and
 - (vi) the Customer shall be responsible for procuring, configuring and maintaining any required firewall or internal security systems unless expressly included within the Services;
 - (g) where G4CL supplies a router in connection with broadband Data Services, such router may be configured using NAT (Network Address Translation) and DHCP by default unless otherwise agreed in writing;
 - (h) activation and provision of the Data Services are subject to installation, provisioning and availability of third-party carrier infrastructure;
 - (i) G4CL and/or the Carrier may implement reasonable network management, security and traffic control measures in order to preserve network integrity, capacity, availability and security, including:
 - (i) managing excessive bandwidth usage;
 - (ii) filtering or blocking spam, unsolicited bulk communications or malicious traffic;
 - (iii) implementing anti-virus, anti-malware or security filtering technologies; and
 - (iv) restricting traffic which threatens the stability or security of the network.

The Customer acknowledges that such measures may result in the blocking, delay, alteration or deletion of certain communications or data transmissions.

6.16 G4CL may modify Data Services where reasonably required for technical, operational, security or regulatory reasons, provided such changes do not materially reduce the overall functionality of the Services.

6.17 The Customer is responsible for all data traffic transmitted through the Services, including any unauthorised or fraudulent use, unless caused solely by G4CL's negligence.

6.18 The Customer is responsible for maintaining appropriate cyber-security measures within its internal network and systems. G4CL is not responsible for breaches arising from vulnerabilities within the Customer's infrastructure.

6.19 The Customer acknowledges that internet connectivity is inherently variable and subject to latency, congestion and third-party infrastructure limitations.

6.20 Where the Data Services involve the supply of VOIP Services, then it is agreed that the following will apply, and the Customer accepts that:

- (a) the Customer's ability to make emergency calls and their priority treatment cannot be guaranteed and that any suspension or interruption of the VOIP Services may result in the Customer being unable to make emergency calls;
- (b) the Customer acknowledges that the VOIP Services may sometimes be limited, unavailable or interrupted due to events beyond G4CL's control, such as those specified in clause 26 (Force Majeure); and
- (c) the VOIP Services may not offer all the features or resilience that the Customer may expect from a conventional telephone line.
- (d) The Customer must ensure that users are informed of the limitations of VoIP services regarding emergency calls.
- (e) The Customer must ensure alternative means of contacting emergency services are available at all times, including during power outages or internet connectivity failures.

6.21 Other than Equipment purchased by the Customer, any equipment installed or supplied by G4CL to the Customer in

connection with the Data Services (including but not limited to routers) will always remain the property of G4CL. The provisions of clauses 4.3 (a) to (d) will apply to all such equipment. The Customer will return such equipment to G4CL immediately on request or cessation of the provision of Data Services and the Customer will be liable for all costs, losses, damages and expenses incurred by G4CL for the repair, recovery and replacement of such equipment.

6.22 Any routers, network equipment or other hardware supplied by or on behalf of G4CL in connection with the Data Services shall remain the property of G4CL unless otherwise agreed in writing. Upon termination or expiry of the relevant Services, the Customer shall, at its own cost, return such equipment to G4CL in good working condition (fair wear and tear excepted) within seven (7) days. If the Customer fails to do so, G4CL may charge the Customer the applicable replacement, recovery and administrative charges specified in the Tariff.

6.23 Where the Customer wishes to transfer the provision of any lines or Services from another supplier to G4CL, the Customer will:

- (a) provide to G4CL such accurate information as is required by G4CL to enable the migration from the current supplier; and
- (b) be responsible for all costs, charges and penalties that may arise because of or in connection with such transfer.

6.24 The Customer acknowledges and accepts that it is liable for all cancellation or termination payments and charges (including without limitation any early termination charges) levied by a previous supplier for the transfer of the provision of Services and lines to G4CL unless it is stated on the Order Form that G4CL will be responsible for the payment of such Charges.

6.25 The Customer accepts and acknowledges that G4CL will prior to the Connection Date have spent a significant amount of time and incurred expense in preparation for the provision of the Data Services to the Customer. If the Customer terminates the Contract prior to the Connection Date it will pay to G4CL:

- (a) a sum as notified by G4CL representing costs incurred in preparation for the provision of the Data Services, plus VAT, together with a charge for each written electronic communication issued as specified in the applicable Order Form or Tariff; and
- (b) an amount equal to the direct expenses (plus VAT) incurred by G4CL to its supplier(s) in the preparation of Data Services to the Customer limited to the direct costs actually incurred per circuit, independently from any incurred Excess Construction Costs (ECCs), which will be applicable on top.

6.26 The following provisions apply where, after the Connection Date the Customer terminates the Contract for Data Services in breach of contract prior to the expiry of the Minimum Term or the Extended Terms as the case may be

- (a) All charges are calculated in accordance with G4CL's then-current Tariff and represent a genuine pre-estimate of loss incurred by G4CL as a result of early termination or transfer.
- (b) In addition to early termination fees, the Customer will pay a fee for each Service as follows:
 - (i) A fee per Broadband, ADSL, FTTP, FTTC or MPLS tail connection, as specified in the applicable Order Form or Tariff,
 - (ii) A fee per leased line as specified in the applicable Order Form or Tariff, where the order has been placed but before a survey has taken place;
 - (iii) There will be no additional fee to those outlined in clause 6.26(b)(ii) for the leased line when we have conducted a survey and have yet to agree ECC's or Wayleave (if applicable);
 - (iv) A fee per leased line as specified in the applicable Order Form or Tariff, plus any incurred supplier fees, after installation but before the Services call;
 - (v) A fee the equivalent to the full term's rental costs for each leased line and a disconnection fee per leased line as specified in the applicable Order Form or Tariff, after the leased line has been installed and is live;
- (c) The Customer acknowledges and accepts that to enable G4CL to provide the Data Services to the Customer, G4CL will enter into a

contract for a fixed term with its supplier at the Connection Date. As is common with such contracts G4CL may remain liable to its supplier whether the Contract for Data Services with the Customer terminates prior to the end of the Minimum Term or the Extended Term as the case may be.

6.27 Charges for line rental are payable from the Handover Date monthly in advance by Direct Debit, or such other method as is specified in the Order.

6.28 The Customer will pay all Charges for calls made using the Services, whether made by the Customer or any third party, except to the extent caused by G4CL's negligence or breach of the Contract. G4CL will invoice the Customer monthly in arrears for call Charges, and the Customer will pay such invoices within 10 Working Days by Direct Debit.

6.29 G4CL reserves the right to invoice the Customer at reasonable intervals or more frequently where usage levels justify it.

6.30 If G4CL supplies the Customer with any temporary Data Services and/or Fixed Network Services, G4CL may charge the Customer in advance for the full period during which the temporary Services are to be provided.

7. IT SUPPORT SERVICES

7.1 For the purpose of the IT Support Services, the following terms will have the following meanings:

(a) Terms used in this clause 7 have the meanings given to them in clause 1.1. In particular: Service Level Agreement or SLA, Out-of-Hours, Support Request and Supported Systems have the meanings given in clause 1.1.

(b) System: the hardware, operating systems and software listed in the Order Form.

(c) Support Hours: Monday to Friday, 08:00 to 18:00 (GMT/BST), excluding UK public and bank holidays.

(d) Support Request: means a request submitted by the Customer to G4CL by telephone, email, portal, or other approved support channel.

(e) Supported Systems: means the hardware, software and network environments expressly identified as supported under the Contract. 7.2 G4CL will use reasonable endeavours to maintain service availability in accordance with the applicable Service Levels and support scope described in the Order Form subject to scheduled maintenance, emergency maintenance, third-party dependencies, and matters outside G4CL's reasonable control.

7.3 Subject to clauses 2.2 and clause 7.4, the supply of the IT Support Services will commence on the Commencement Date and continue for the Minimum Term and any additional period as set out under clauses 7.4.

7.4 Subject to clause 2.1, supply of the IT Support Services Contract will commence on the Commencement Date and will continue for the Minimum Term and shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

7.5 The provision of any IT Support Services by G4CL under an IT Support Services Contract is conditional on:

(a) G4CL carrying out such surveys as it deems necessary to satisfy itself that it is possible for it to supply the IT Support Services; and
(b) the Customer providing accurate and complete information reasonably required by G4CL and data to enable G4CL to provide IT Support Services.

7.6 The Customer must provide all information, system access, personnel cooperation and permissions reasonably required for G4CL to deliver the IT Support Services.

7.7 IT Support Services apply only to Supported Systems identified in the Order Form or otherwise agreed in writing.

7.8 Subject to the Customer's payment of the Charges, G4CL will provide the IT Support Services to the Customer:

(a) during Support Hours, unless support during Out of Hours is requested by the Customer and this is agreed to be provided by G4CL;
(b) meeting or exceeding the Service levels referred to in the

Contract;

(c) remotely, unless otherwise agreed between G4CL and the Customer.

7.9 In relation to the use of the IT Support Services the Customer agrees:

(a) IT Support Services may be delivered remotely or on-site at G4CL's discretion, unless otherwise specified in the Order Form.

(b) Where on-site attendance is required, the Customer must provide safe and reasonable access to the Site, including suitable workspace and facilities. G4CL will carry out a Risk Assessment as part of the Site Visit.

(c) to permit G4CL remote access to its System and inform G4CL of any changes to passwords or other security devices to enable G4CL to access the System;

(d) to keep back-up copies of its operating systems and software;

(e) to keep back-up copies of its data in line with recommendations made by the relevant software providers or G4CL from time to time;

(f) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist G4CL in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults;

(g) to promptly check that files have been restored from back-up when restoration from back-up has been tested.

7.10 G4CL is not responsible for faults caused by third-party hardware, software, cloud Services, or infrastructure not supplied or managed by G4CL except to the extent directly caused by G4CL.

7.11 Any services outside the scope of the applicable Managed Services ("Out-of-Scope Services") shall be chargeable at G4CL's then-current rates and charges as set out in the applicable Tariff, including (without limitation) services relating to unsupported systems, upgrades, project work, consultancy, remediation services or third-party environments.

7.12 The Customer is responsible for maintaining appropriate data backups and disaster recovery arrangements, except where such services are expressly included within the applicable Order Form.

7.13 The Customer is responsible for maintaining appropriate cyber-security controls, including endpoint protection, patch management and user access controls, except where such services are expressly included within the applicable Order Form.

7.14 The Customer acknowledges and agrees that:

(a) where a fault in the System is caused by an error, defect or limitation in any third-party operating system, software application or platform, G4CL's responsibility shall be limited to:

(i) identifying and notifying the Customer of the issue; and
(ii) where reasonably practicable, implementing or recommending a temporary workaround.

G4CL shall not be responsible for developing, modifying or permanently correcting third-party software or systems.

(b) G4CL's responsibility in relation to hardware faults shall be limited to diagnosing the fault and liaising with the applicable manufacturer, vendor or supplier where appropriate. The repair, replacement or correction of hardware faults shall remain subject to the terms, limitations and response times of the applicable manufacturer's warranty or support arrangements.

(c) G4CL's Managed Services support applies only to hardware, software, systems and devices that are:

(i) within a valid manufacturer or vendor warranty period;
(ii) covered by an active support or maintenance agreement; and
(iii) expressly identified as in scope within the applicable Managed Services schedule, Order Form or Contract.

(d) Where any manufacturer or vendor warranty, maintenance agreement or support entitlement is due to expire, G4CL may, where available, procure or renew extended warranty or support coverage on the Customer's behalf. Any associated Charges, recurring fees, supplier costs or administrative charges shall be payable by the Customer and may be added to the Customer's invoice.

(e) The following items shall be excluded from G4CL's Managed Services support obligations unless otherwise expressly agreed in

writing:

- (i) any hardware, software, infrastructure, device, circuit or service that is out of warranty or unsupported;
 - (ii) any item designated by the applicable manufacturer, vendor or carrier as end-of-life ("EOL") or end-of-support ("EOS");
 - (iii) systems operating on unsupported, obsolete or unpatched firmware or software versions;
 - (iv) any third-party products or services for which manufacturer, vendor or carrier support is unavailable, withdrawn or expired; and
 - (v) any item not expressly identified as being within the scope of the applicable Managed Services.
- (f) G4CL shall have no obligation to provide support in relation to any excluded item under clause 7.14(e). Where G4CL elects, at its sole discretion, to provide assistance in relation to any excluded item, such services:
- (i) shall be provided on a reasonable endeavours basis only;
 - (ii) shall be subject to resource availability;
 - (iii) shall be treated as out-of-scope services; and
 - (iv) may be charged at G4CL's applicable time-and-materials rates, enhanced support rates, emergency support rates and/or supplier pass-through costs in accordance with the Tariff.
- (g) G4CL reserves the right to apply enhanced Charges, minimum engineering charges and/or non-standard support rates in connection with:
- (i) legacy infrastructure;
 - (ii) unsupported or obsolete systems;
 - (iii) cybersecurity incidents, malware, ransomware or compromised environments;
 - (iv) emergency remediation services; or
 - (v) work undertaken outside Standard Business Hours.
- (h) G4CL shall not be liable for:
- (i) any loss, corruption or recovery of data;
 - (ii) any failure, incompleteness or corruption of backup systems or backup procedures; or
 - (iii) any loss of productivity, revenue, profits, business opportunity or indirect financial loss arising from or in connection with any such event.
- 7.15 In the event that the Customer requests and G4CL provides IT Support Services in excess of the Customer's allocated allowance, G4CL will be entitled to charge additional fees for such Services in accordance with clause 23 (Payment and Charges for Services).
- 7.16 G4CL will, at the request and cost of the Customer, provide the Customer with a report summarising the Support Requests received, the time of receipt, the time of response and the time the Support Request is cleared. Any such request must be made in writing to G4CL and the Customer acknowledges and agrees that reports can only be provided by G4CL in respect of the month or months following the receipt of the request.
- 7.17 G4CL warrants to the Customer that the IT Support Services will be rendered by personnel with appropriate skills and experience to provide the IT Support Services. The Customer agrees that G4CL cannot guarantee that the provision of the IT Support Services will cause the System to work without interruption or error. To the maximum extent permitted by law, the warranties expressly set out in this Agreement are in lieu of all other warranties, representations, conditions, and terms implied by statute, common law, or otherwise.
- 7.18 The Customer warrants to G4CL that it owns or has the benefit of a valid and subsisting licence to use every element of the System and it has full authority to permit G4CL to perform the IT Support Services hereunder.
- 7.19 The Customer will fully indemnify and hold harmless G4CL against all costs, expenses, liabilities, losses, damages, and judgments that G4CL may incur or be subject to as a result of a breach of clause 7.27.
- 7.20 The Customer shall pay the Charges that would have become due during the remainder of the applicable term, less any costs reasonably avoided by G4CL.
- 7.21 The following provisions of this clause 7.21 will apply if after the

Connection Date the Customer terminates the Contract for IT Support Services in breach of contract prior to the expiry of the Minimum Term or the Extended Terms as the case may be:

- (a) In this clause 7.21 Remainder of the Term means (where the Customer terminates or is deemed to have terminated the Contract in breach of contract), then early termination fees will apply.
- (b) In addition to early termination fees, the Customer will pay a fee for each Service as follows:
 - (i) a fee per workstation, as specified in the applicable Order Form or Tariff.

7.22 Introduction Fees and Non-Solicitation of G4CL Employees

- (a) In this clause 7.22 the following terms are defined as follows; "Support Services" has the meaning given in clause 1.1. "Restricted G4CL Employee" means an employee or former employee who has as an employee of G4CL:
 - (i) attended the premises of the Customer in connection with the provision of the IT Support Services to the Customer; or
 - (ii) personally provided IT Support Services directly to the Customer via the Support Services; or
 - (iii) both attended the premises of the Customer in connection with the provision of the IT Support Services to the Customer and personally provided IT Support Services directly to the Customer via the Support Services

7.23 "Relevant Date" means the last occurring of: (i) the date when the Restricted G4CL Employee last attended the premises of the Customer in connection with the provision of the IT Support Services to the Customer; and (ii) the date when the Restricted G4CL Employee last provided IT Support Services to the Customer via the Support Services.

(b) The Customer will not without the express written consent of G4CL within 12 months from the Relevant Date employ, recruit, hire or otherwise engage a Restricted G4CL Employee.

(c) If contrary to the provisions of clause 7.22(b) the Customer (or any subsidiary; parent or associated company of the Customer) does employ, recruit, hire or otherwise engage a Restricted G4CL Employee without the prior written consent of G4CL then by way of an introduction fee the Customer will pay to G4CL an amount equal to the greater of;

- (i) 50% of the remuneration paid to the Restricted G4CL Employee by G4CL in the preceding 12 calendar months prior to the Relevant Date; or
- (ii) the sum of £12,500 such sums exclusive of VAT which if applicable is payable in addition.

(d) If the Customer (or any subsidiary; parent or associated company of the Customer) does employ, recruit, hire or otherwise engage a Restricted G4CL Employee without the prior written consent of G4CL then the Customer will, by way of liquidated damages, pay to G4CL an amount equal to the greater of those amounts calculated or set out in clauses 7.22(b) and 7.22(c).

7.24 The Customer must maintain its IT environment in accordance with the minimum technical requirements specified by G4CL.

7.25 G4CL may decline to provide support for systems that are end-of-life, unsupported by the manufacturer, or outside the Supported Systems list.

7.26 The Customer must provide G4CL with administrative access to systems where required for support delivery.

7.27 The Customer must notify G4CL of material changes to its IT infrastructure that may affect the provision of IT Support Services.

8. CLOUD SERVICES AND SOFTWARE LICENSING

"Microsoft" means Microsoft Ireland Operation Limited "Microsoft Customer Agreement (MCA)" the contract between Microsoft and the Customer made available to the Customer via the Customer's Microsoft Tenancy "Microsoft Licence" the licence granted to the Customer by Microsoft for the use of Microsoft 365 licences, features and Services.

8.1 Microsoft 365 is made available to the Customer by G4CL as a reseller or intermediary in accordance with the Contract for Microsoft products. The Customer acknowledges that the Microsoft 365

Services will be supplied under and in accordance with the relevant Microsoft Licence and the licence fee will be included in the Charges. The terms associated with the use by the Customer of Microsoft 365 are governed by this Contract and the Microsoft Customer Agreement (MCA).

8.2 The Customer must comply with all applicable Microsoft licensing terms, including the Microsoft Customer Agreement (MCA) and any other terms required by Microsoft.

8.3 The Customer acknowledges that Microsoft Services are provided by Microsoft Corporation or its affiliates, and that G4CL acts only as a reseller or facilitator of those services.

8.4 G4CL is not responsible for interruptions, outages, changes, suspensions or discontinuation of Microsoft Services caused by Microsoft.

8.5 The Customer is responsible for ensuring that it obtains and maintains appropriate Microsoft licences for its users, devices and workloads

8.6 Microsoft may modify licensing terms, product availability, functionality or pricing at any time.

G4CL may pass through such changes to the Customer.

8.7 Microsoft subscriptions are supplied for the applicable subscription term and may automatically renew in accordance with Microsoft licensing policies.

8.8 The Customer must pay all charges relating to Microsoft Services irrespective of whether the Customer actively uses the licences or Services.

8.9 Microsoft may suspend or terminate Microsoft Services in accordance with its own terms, and G4CL is not responsible for any resulting interruption.

8.10 The Customer is responsible for all data stored or processed using Microsoft Services, including compliance with applicable data protection laws and regulatory requirements.

8.11 Unless expressly included within the Services, G4CL does not provide data backup or retention Services for Microsoft platforms, and the Customer is responsible for implementing appropriate backup arrangements.

8.12 Any service availability commitments relating to Microsoft Services are provided solely by Microsoft under its own service level agreements. G4CL does not provide separate service level guarantees for Microsoft Services.

8.13 Licence quantities may only be reduced in accordance with Microsoft's applicable licensing policies.

8.14 If Microsoft increases pricing, G4CL may increase the Charges to reflect such changes on written notice to the Customer.

8.15 The Customer is responsible for managing user accounts, administrator permissions and access controls within Microsoft Services unless such administration is included within the Services. The Customer acknowledges that Microsoft licensing policies may change without notice to G4CL.

8.16 Microsoft may process or store Customer data in data centres located outside the United Kingdom.

8.17 The Customer acknowledges and agrees that any Microsoft licences, subscriptions or related cloud services ordered under the Contract are committed for the subscription term specified in the applicable Order Form ("Subscription Term"). The Subscription Term shall constitute a minimum committed term and, unless otherwise expressly permitted by the applicable Microsoft licensing programme or agreed by G4CL in writing, such subscriptions are non-cancellable and non-refundable during the Subscription Term, and all applicable Charges shall remain payable for the full duration of the Subscription Term.

8.18 The supply of the Microsoft Services will commence on the Commencement Date and continue for the Subscription Term and any additional period as set out under clause 8.19.

8.19 The Customer acknowledges that the Microsoft Services are supplied for the applicable Subscription Term specified in the relevant Order Form and that early termination charges may apply if the Services are terminated, cancelled or reduced prior to the expiry of the applicable Subscription Term.

8.20 Subject to clause 2.1, supply of the Microsoft 365 Services Contract will commence on the Commencement Date and will continue for the Minimum Term and shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

8.21 Microsoft cloud subscription Services are based on the prevailing RRP and competency rebates. This includes Microsoft 365, Microsoft Azure, and Microsoft Dynamics 365. Pricing is therefore subject to any alterations levied by the vendor at term renewal. G4CL may pass through such changes upon giving reasonable written notice.

8.22 The Customer may increase, but may not decrease, the number of subscriptions to Microsoft 365 and any such additional subscriptions will be subject to clauses 8.2 and clause 8.5

8.23 For the avoidance of doubt, the applicable Subscription Term for any additional subscriptions will be determined by the relevant product identification code assigned by Microsoft.

8.24 The Customer hereby confirms they have reviewed and accepted the Microsoft Customer Agreement (MCA) and will comply with the terms of the Microsoft Licence reflecting Microsoft's New Commerce Experience licensing model.

8.25 The Customer will indemnify, keep indemnified and hold harmless G4CL in full against all losses, liability, damages, costs, claims and expenses (including reasonable legal fees and expert fees) in relation to any claim by Microsoft or any third party arising out of or in connection with any breach of the terms of the Microsoft Licence or this Contract by the Customer and its officers, directors, employees, agents and contractors.

8.26 Where the Customer requests that any Microsoft licences, subscriptions or related cloud services are transferred, migrated or offboarded to an alternative provider, reseller or tenant, G4CL reserves the right to charge the Customer applicable offboarding, migration, administrative and/or professional services fees in accordance with the Tariff. Such Charges may include fees relating to licence transfers, tenant administration, user migration, data export, configuration changes, project management and supplier-imposed charges.

9. CYBER SECURITY MANAGED SERVICES

9.1 G4CL shall provide the Cyber Security Services in accordance with the Contract and the scope set out in the applicable Order Form.

9.2 The Cyber Security Services are intended to assist the Customer in improving the security posture of its IT environment but do not constitute a guarantee of security or regulatory compliance.

9.3 G4CL does not guarantee that Cyber Security Services will prevent all cyber incidents or unauthorised access but shall provide the Services using reasonable skill and care and in accordance with good industry practice.

9.4 The Customer is responsible for maintaining appropriate internal cyber-security policies, user access controls, password management, and employee security awareness practices.

9.5 Cyber Security Services apply only to Supported Systems identified in the applicable Order Form or otherwise agreed by the parties in writing.

9.6 G4CL may monitor systems and generate alerts relating to potential security events. The Customer remains responsible for taking appropriate remedial action in response to any such alert. Unless Incident Response Services are expressly included in the Order Form, the Customer remains solely responsible for investigating and taking remedial action in response to any alert or security incident.

9.7 G4CL does not warrant or guarantee successful remediation, restoration, business continuity or recovery following any cyber incident.

9.8 G4CL is not responsible for vulnerabilities, failures or breaches arising from Third-Party hardware, software, cloud Services or infrastructure not supplied or managed by G4CL.

9.9 The Customer must ensure that systems, applications and

operating environments remain supported by the relevant vendor and are regularly updated with security patches.

9.10 The Customer acknowledges that cyber security monitoring tools may produce false positives or may fail to detect certain threats, and that cyber threats continually evolve.

9.11 In providing Cyber Security Services, G4CL may process system logs, metadata and security-related information, which may include limited personal data, in accordance with applicable data protection laws.

9.12 G4CL shall use reasonable endeavours to meet the response and resolution targets specified in the applicable Service Level Agreement ("SLA").

9.13 G4CL's performance obligations in respect of the Cyber Security Managed Services, including any applicable remedies for service level failures, are set out exclusively in the applicable SLA document. The SLA document shall constitute the Customer's sole and exclusive remedy for any failure by G4CL to meet the applicable service level targets.

9.14 SLA targets shall not apply to any failure or degradation of the Services arising from:

- (a) any act or omission of the Customer, its employees, agents, contractors or users;
- (b) any failure of third-party networks, carriers, software providers, cloud providers, utilities or other third-party services;
- (c) planned maintenance, emergency maintenance or upgrades carried out by G4CL or third-party suppliers;
- (d) any Force Majeure Event;
- (e) any unsupported, end-of-life or out-of-scope systems or equipment; or
- (f) the Customer's failure to comply with the Contract, applicable documentation or G4CL's reasonable instructions.

9.15 The Customer is responsible for the actions of its employees, contractors and users, including any negligent or malicious behaviour that compromises system security.

9.16 G4CL shall maintain reasonable business continuity and disaster recovery procedures appropriate to the nature of the Services.

9.17 The Customer must promptly notify G4CL of any suspected or actual cyber-security incident affecting the Customer's systems.

9.18 In respect of the provision of the Cyber Security Managed Services, to ensure effective delivery of the Cyber Security Managed Services by G4CL the Customer must promptly action the onboarding instructions issued to them upon completion of the Order Form. This includes but is not limited to the Customer's provision of its end users' email addresses (user list request) and the safe-listing of G4CL sending IPs (safe-listing instructions). Such safe-listing instructions will be emailed to the Customer within 5 Business Days of the date of the Order Form.

9.19 A failure to comply with clause 9.18 may cause a delay to the delivery of the Cyber Security Managed Services. G4CL will not be liable for any delay or failure to provide the Services if this is caused by the Customer's failure to comply with clause 9.18 and the Customer will not be entitled to terminate the Cyber Security Managed Services once an Order has been completed.

9.20 The supply of the Cyber Security Managed Services will commence on the Commencement Date and continue for the Minimum Term and any additional period as set out under clause 9.20.

9.21 Subject to clause 2.1, supply of the Cyber Security Managed Services Contract will commence on the Commencement Date and will continue for the Minimum Term and shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

9.22 Risk Assessment: G4CL will conduct a comprehensive vulnerability Risk Assessment prior to the commencement of any Services. The Risk Assessment will benchmark the Customer's infrastructure and/or tenant against applicable Telephony, Cyber

Security, and GDPR standards. Where vulnerabilities are identified during the Risk Assessment, G4CL shall provide the Customer with a written remediation plan setting out the recommended steps to address such vulnerabilities. G4CL will offer remediation services in respect of any identified vulnerabilities, the scope and charges for which shall be agreed between the parties in a subsequent Order Form.

10. MOBILE SERVICES

10.1 G4CL will provide Mobile Services as a reseller of mobile network operator Services in accordance with the Contract.

10.2 For the purpose of the Mobile Services, the following terms will have the following meanings:

- (a) Airtime Provider: the relevant mobile network operator or wireless communications Services provider.
- (b) Connection: connection to any Airtime Provider's network.
- (c) Hardware Fund: the fund allocated to the Customer to allow it to purchase equipment in connection with the Mobile Services.
- (d) Retail Mobile Services: the Mobile Services to be provided by G4CL to the Customer, where the Customer is directly contracted with an Airtime Provider.
- (e) Support Hours: Monday to Friday, 08:30 to 17:30 (GMT/BST), excluding UK public and bank holidays.
- (f) Wholesale Mobile Services: the Mobile Services to be provided by G4CL to the Customer, where the Customer is directly contracted with G4CL and not an Airtime Provider.
- (g) EMF: has the meaning given in clause 1.1.

10.3 The Customer acknowledges that Mobile Services rely on third-party mobile network operators and telecommunications infrastructure providers, and G4CL is not responsible for outages, network coverage limitations or service interruptions caused by those operators.

10.4 Mobile network coverage, signal strength and data speeds vary depending on geographic location, network congestion, device capability and environmental factors, and service availability is not guaranteed in all areas.

10.5 Subject to clause 2.1, the Mobile Services shall continue for the Minimum Term and shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

10.6 SIM cards remain the property of the relevant mobile network operator or G4CL and must be returned upon request or termination of the Contract.

10.7 The Customer must promptly notify G4CL if a SIM card or mobile device is lost or stolen so that the service can be suspended.

10.8 The Customer is responsible for all Charges arising from use of the Mobile Services, including usage by authorised users, employees, contractors or any unauthorised person using the Customer's SIM cards or devices.

10.9 Additional charges may apply for international roaming, premium Services, data usage and other non-standard Services, in accordance with the applicable Tariff.

10.10 G4CL is not responsible for fraudulent or unauthorised use of the Mobile Services, unless such use results solely from G4CL's negligence.

10.11 G4CL may suspend Mobile Services where reasonably necessary to:

- (a) prevent fraud or misuse;
- (b) comply with legal or regulatory obligations;
- (c) protect network integrity; or
- (d) address non-payment by the Customer.

10.12 The Customer must comply with G4CL's Acceptable Use Policy (AUP) as published on the G4CL website ([Acceptable Use Policy \(AUP\)](#)) and updated from time to time, and must not use Mobile Services for unlawful, fraudulent or abusive purposes.

10.13 Any mobile handsets, devices, SIM cards or related equipment supplied by or on behalf of G4CL in connection with the Mobile

Services shall, unless expressly purchased outright by the Customer under the applicable Order Form and paid for in full in cleared funds, remain the property of G4CL at all times and shall be subject to the Equipment provisions set out in clause 4 of this Contract.

10.14 G4CL may modify Mobile Services where reasonably required for technical, operational or regulatory reasons, provided such changes do not materially reduce service functionality.

10.15 Unless otherwise agreed in writing, G4CL does not guarantee that spending limits or usage alerts will prevent unexpected charges.

10.16 G4CL does not guarantee compatibility between Mobile Services and devices not supplied by G4CL.

10.17 Access to Emergency Services may be affected by network availability, device capability, signal strength or power availability.

10.18 Telephone numbers are allocated by the relevant mobile network operator and may be changed where required by the operator or regulator.

10.19 Subject to clauses 2.2 and 10.3 and 10.4, the supply of the Mobile Services will commence:

(a) In the case of Wholesale Mobile Services on the Commencement Date and continue for the Minimum Term and any additional period as set out under clause 10.5;

(b) In the case of Retail Mobile Services on the date the contract between the Customer and the Airtime Provider is signed by the Customer and processed by the Airtime Provider and continue until it expires, is terminated by the Airtime Provider, or the Customer is otherwise released from the contract by the Airtime Provider.

10.20 The provision of any Mobile Services by G4CL under a Mobile Services Contract is conditional upon:

(a) the Customer providing to G4CL, to G4CL's reasonable satisfaction, accurate information and data required to enable G4CL to provide the Mobile Services;

(b) the availability, coverage and operational performance of the relevant mobile network and any third-party carrier services, which are outside G4CL's reasonable control and are not guaranteed by G4CL; and

(c) the availability of any required equipment.

10.21 Subject to the Customer's payment of the Charges, G4CL will provide support for the Mobile Services to the Customer as follows:

(a) In the case of Wholesale Mobile Services, remote support during Support Hours, unless otherwise agreed between G4CL and the Customer with onsite support being chargeable;

(b) In the case of Retail Mobile Services, limited support during Support Hours in accordance with the Airtime Provider's terms with on-site support being chargeable.

10.22 G4CL will operate and maintain the Support Services to receive and process any requests for support in respect of the Mobile Services.

10.23 In relation to the use of the Mobile Services the Customer agrees:

(a) that any support for the Mobile Services will be provided by G4CL remotely, unless otherwise agreed;

(b) to keep their data backed-up and ensure that software updates are maintained;

(c) to make available such personnel of the Customer with appropriate skills, knowledge and authority to assist G4CL in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults.

(d) that the use by the Customer of any online management, Customer Portal and/or billing portal is the Customer's own responsibility and risk and the Customer will be responsible for any Charges that occur or Services that may be disrupted as a result of such use.

10.24 The Customer acknowledges and agrees that:

(a) G4CL bears no responsibility for and will not be liable for any loss suffered by the Customer as a result of any fault that is caused by an error or defect in the network or software;

(b) the sole responsibility of G4CL in respect of any issues with hardware supplied under or in connection with the Mobile

Services will be to diagnose faults in the hardware. The correction of any faults in the hardware will be undertaken in accordance with the manufacturer's warranty;

(c) G4CL will not be liable for any loss of data, loss of productivity or financial losses incurred due to incomplete or corrupt back-ups of data or back-up procedures, network outages, or errors, failures or defects in the operating system;

(d) in recognition of the fact that G4CL may be entitled to receive payments from the Airtime Provider as a result of the Customer taking up the Mobile Services, the Customer will remain liable to G4CL and will not avoid liability to G4CL if the Airtime Provider releases the Customer from its contract for any reason, including (without limitation) if the Customer is released due to an error on the part of the Airtime Provider where the Customer has signed for two years.

10.25 G4CL warrants to the Customer that the Mobile Services will be rendered by personnel with appropriate skills and experience to provide the Mobile Services. The Customer agrees that G4CL cannot guarantee that the Mobile Services will work without interruption or error. Any interruption, fault or error must be notified to G4CL using the Support Services referred to in clause 10.21. The warranties provided by G4CL in clause 2.4 and this clause 10.25 will be in lieu of and will operate to exclude any other condition or warranty whether express or implied by law as to the provision of the Mobile Services.

10.26 The Customer warrants to G4CL that, where G4CL provides the Mobile Services and the Customer uses equipment it owns or has the benefit of using, the Customer either owns such equipment or has a valid right to use it, and the Customer further warrants that it is the Customer's responsibility to ensure any such equipment works and is suitable as is for the Customer to receive and/or use the Mobile Services. By way of example and without limitation, the Customer must check and ensure that any handset it proposes to use is unlocked and this will not be the responsibility of G4CL.

10.27 Notwithstanding any other provision of these Conditions, G4CL will not be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of the Airtime Provider that may (wholly or partially) cause, impact or result in any interruption, fault error with or withdrawal of (temporarily or permanently) the Mobile Services.

10.28 The Customer will fully indemnify and hold harmless G4CL against all costs, expenses, liabilities, losses, damages and judgments that G4CL may incur or be subject to as a result of a breach of clause 10.10.

10.29 Upon termination of the Mobile Services Contract for any reason, the Customer shall promptly return to G4CL, at the Customer's cost, any Equipment supplied by G4CL in connection with the Mobile Services which remains the property of G4CL. If such Equipment is not returned within seven (7) days following termination of the Mobile Services Contract, G4CL reserves the right to charge the Customer the full replacement value of the relevant Equipment (as determined by G4CL acting reasonably), together with any reasonable recovery, administrative or reconfiguration costs incurred by G4CL.

Any offboarding, migration, number porting, disconnection or transition services requested by the Customer shall be subject to clause 30 (Offboarding and End of Contract Services) and the applicable Charges set out in G4CL's Tariff.

10.30 In relation to any Equipment supplied or installed by G4CL in connection with the Mobile Services, the following shall apply:

(a) the Customer shall notify G4CL in writing within three (3) Business Days of receipt if any Equipment is damaged or if the relevant order has been incorrectly fulfilled;

(b) G4CL shall not be obliged to offer the Customer a refund, exchange or credit to the Hardware Fund where Equipment is ordered by the Customer in error. Where G4CL agrees, at its sole discretion, to accept the return of any such Equipment, G4CL reserves the right to charge the Customer a reasonable restocking

fee;

(c) G4CL shall not be obliged to agree to any upgrades to Equipment supplied to the Customer at any time, including during or after the Minimum Term (if applicable), provided that where G4CL agrees to such upgrade, G4CL shall be entitled to extend the Minimum Term accordingly; and

(d) the supply of Equipment by G4CL shall be subject to availability.

10.31 Any Hardware Fund and any equipment supplied that has been charged to a Hardware Fund, are supplied by G4CL in return that the Customer completes the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable.

10.32 Subject to payment in full of all Charges, including any applicable termination charges and all other sums due under the Agreement, title to any handsets or mobile devices supplied by G4CL shall transfer to the Customer upon expiry of:

(a) the Minimum Term; or

(b) where applicable, the minimum term relating to the corresponding airtime, network or carrier services, whichever expires later. Title shall not transfer where the Agreement has been terminated early as a result of the Customer's breach of the Agreement. Any Hardware Fund, device subsidy, rebate, credit or similar allowance applied by G4CL in connection with the Mobile Services shall be non-refundable, non-transferable and shall not be redeemable for cash or credited against any other Charges.

10.33 At the end of the Minimum Term or the minimum period of the corresponding contract with the Airtime Provider, as applicable, should the Customer's Hardware Fund be in a negative position then the Customer acknowledges and agrees to G4CL invoicing the full balance of the negative amount, and to pay that amount in line with G4CL's standard payment terms.

10.34 Where the Customer terminates any Connection prior to expiry of the applicable minimum period, the Customer shall pay to G4CL a lump sum equal to the total value of any Hardware Fund allocated to the relevant Connection, less any unspent balance remaining at the date of termination.

10.35 Where the Customer terminates any Connection prior to expiry of the applicable minimum period and Equipment has been supplied by G4CL free of charge or at a subsidised rate, the Customer shall pay to G4CL a lump sum equal to the market value of such Equipment, calculated by reference to the value of the Equipment at the commencement of the applicable minimum period.

10.36 The amounts payable under clauses 10.34 and 10.35 shall be payable in addition to any cancellation charges applicable under clause 29 (Customer Cancellation and Transfer Charges) and any early termination charges imposed by G4CL or the applicable Airtime Provider in respect of the unexpired portion of the Minimum Term.

10.37 Where the Customer terminates any Connection prior to expiry of the Minimum Term, G4CL shall be entitled to recover from the Customer the value of any discount, credit, subsidy or promotional benefit applied to the relevant Connection on the condition that the Customer maintained the Connection for the full Minimum Term.

10.38 Line Rental Charges. In respect of Wholesale Mobile Services, G4CL may increase the Charges for line rental by giving the Customer not less than thirty (30) days' prior written notice. Any such increase shall be limited to no more than one increase in any twelve (12) month period.

10.39 Call Charges. Charges for calls, including voice, SMS, data usage outside bundled allowances, roaming and premium services, may vary from time to time. G4CL reserves the right to amend such Charges without prior notice where changes are imposed by underlying network operators or suppliers; in all other cases G4CL shall use reasonable endeavours to provide advance notice where practicable.

10.40 Data Bolt-ons. The Customer may purchase additional data allowances ("Bolt-ons") from G4CL. Unless otherwise agreed in writing: (a) Bolt-ons shall be applied on a pro-rata basis for the remainder of the applicable billing period; (b) any unused data

included within a Bolt-on shall expire at the end of the relevant billing period and will not roll over; and (c) Bolt-ons are non-refundable.

10.41 Where any increase under clause 10.38 has a material adverse effect on the Customer's use of the Services, the Customer may terminate the affected Services by giving written notice within thirty (30) days of receiving notice of the increase, without penalty.

10.42 Electromagnetic Fields (EMF)

(a) All mobile handsets, devices and equipment supplied or used in connection with the Mobile Services are designed, tested and certified to comply with the applicable limits for EMF exposure as set by the International Commission on Non-Ionizing Radiation Protection (ICNIRP) and adopted by the United Kingdom, including the specific absorption rate (SAR) limits prescribed by those guidelines. G4CL acts only as a reseller of the Mobile Services and does not manufacture or design any mobile device or network infrastructure. Responsibility for the design, manufacture, testing and regulatory compliance of any device or network infrastructure rests with the relevant manufacturer or mobile network operator (as applicable).

(b) The Customer acknowledges and agrees that:

(i) the Mobile Services rely on the transmission and reception of radio frequency (RF) electromagnetic energy, which is an inherent and unavoidable characteristic of mobile telecommunications and is outside G4CL's control;

(ii) the mobile network infrastructure used to deliver the Mobile Services, including base stations, transmitters and antennae, is operated solely by the relevant mobile network operator or Airtime Provider as set out in clause 10.3, and G4CL has no control over, or responsibility for, the EMF output of such infrastructure;

(iii) the SAR values and EMF emission levels of any handset or device are determined by the manufacturer of that device and are not set by, or controllable by, G4CL. The Customer is responsible for consulting the manufacturer's documentation in respect of any device used in connection with the Mobile Services; and

(iv) guidance published by organisations including the World Health Organization (WHO) and the UK Health Security Agency indicates that exposure to RF electromagnetic fields within applicable regulatory limits is not currently regarded as presenting established adverse health effects. G4CL gives no representation or warranty regarding future scientific research, regulatory developments or changes in applicable guidance relating to EMF exposure.

(c) G4CL shall have no liability to the Customer or to any third party in connection with any claim, loss, damage, injury or expense arising from or related to EMF exposure, whether direct, indirect or consequential, save only to the extent that such liability arises directly from G4CL's own negligence and cannot be excluded under applicable law in accordance with clause 22.1.

For the avoidance of doubt:

(i) any claim relating to health effects allegedly associated with EMF exposure shall be subject to the aggregate liability cap and exclusions set out in clause 22;

(ii) G4CL is not liable for any claim arising from EMF emitted by mobile network infrastructure operated by a third-party mobile network operator or Airtime Provider, whether or not such infrastructure is used to provide the Mobile Services;

(iii) G4CL is not liable for any claim arising from EMF emitted by a device not manufactured or supplied by G4CL, including any device brought by the Customer or its users; and

(iv) this clause 10.42 does not limit G4CL's liability for death or personal injury caused by its own negligence to the extent such liability cannot lawfully be excluded or limited.

(d) The Customer is responsible for:

(i) ensuring that any devices used in connection with the Mobile Services by its employees, contractors and users are certified as compliant with applicable EMF regulatory standards at the time of purchase or use;

(ii) communicating any relevant health guidance, manufacturer instructions or regulatory requirements regarding EMF to those of its

employees, contractors and users who use mobile devices in connection with the Services; and

(iii) complying with any applicable health and safety legislation, including the Control of Electromagnetic Fields at Work Regulations 2016 (SI 2016/588), where such regulations apply to the Customer's use of the Mobile Services.

(e) The Customer shall indemnify G4CL against claims brought by the Customer's employees, contractors or users arising from:

(i) the Customer's failure to comply with clause 10.42.4; or

(ii) the use by the Customer or its users of devices that do not comply with applicable EMF regulatory standards, except to the extent caused by G4CL's negligence or breach of Contract.

(f) Where any change in applicable law, regulatory guidance or ICNIRP standards materially affects the provision, operation or regulatory compliance of the Mobile Services in relation to EMF, G4CL may modify or suspend the relevant Services in accordance with clause 10.14 (technical and regulatory modifications) and clause 26 (Force Majeure) without liability to the Customer.

11. SECURITY SERVICES

11.1 Definitions

(a) "Contract" means a contract created by the acceptance of the Order and which incorporates these conditions and any special conditions detailed in the Order Form made between the Customer and G4CL for the management of the Equipment and the provision of the Services.

(b) "Critical Failure" means a failure which prevents the Managing of the whole site.

(c) "Non-critical Failure" means any failure other than a Critical Failure.

(d) "Monitoring Station" means the Monitoring Station of G4CL.

(e) "Equipment" means CCTV equipment together with associated detectors and any other equipment used as part of a detector-activated CCTV system installed at the Managed Premises and connected to the Monitoring Station by way of the data network or other recognised transmission system.

(f) "Key holder" means the person or persons specified as key holders in the Application for Remote Managing.

(g) "Managed Premises" means the premises specified in the Contract.

(h) "The Managing Services" means the Services detailed in clauses 11.2 and 11.3.

(i) "Managing Hours" means the G4CL hours of operation of the Monitoring Station; Monday to Friday, 08:00 to 18:00 (GMT/BST), excluding UK public and bank holidays.

(j) "Fault" means any failure, malfunction, or repeated activation of the Equipment by any acts, omissions or incidents which are not the result of unauthorised intrusion of the Managed Premises and including any failure of the power supply or lighting system installed at the Managed Premises.

(k) "Application for Remote Managing" means the application form for remote Managing detailing the site to be Managed, Key holder contact details, Managing times and other site-specific information.

(l) The headings in this Contract are for convenience only and will not affect its interpretation.

(m) Unless the context otherwise requires reference to any clause, sub-clause or schedule is to a clause, sub-clause, or schedule (as the case may be) of or to this contract.

11.2 G4CL will provide Security Services in accordance with the Contract and the scope described in the applicable Order Form.

11.3 Security Services do not guarantee the prevention of theft, intrusion, vandalism or other criminal activity.

11.4 The Customer remains responsible for the overall security of its premises, assets and personnel, including the implementation of appropriate internal security policies and procedures.

11.5 Where Security Equipment is installed, the Customer must provide safe access to the premises and any required infrastructure,

including power and network connectivity.

11.6 Unless otherwise agreed in writing, Security Equipment supplied by G4CL remains the property of G4CL and must not be removed, tampered with or relocated without G4CL's consent.

11.7 Where monitoring Services are provided, G4CL will use reasonable endeavours to monitor alerts generated by the security systems.

11.8 G4CL is not responsible for failures caused by network outages, power failures or third-party telecommunications Services.

11.9 In the event of an alarm activation, G4CL may notify the Customer or nominated contacts in accordance with the agreed response procedures.

11.10 The Customer is responsible for any charges, penalties or costs arising from false alarms, including charges imposed by emergency Services or monitoring providers.

11.11 The Customer must ensure that security systems remain operational and are not tampered with or disabled.

11.12 G4CL is not responsible for failures arising from third-party telecommunications networks, internet Services, power supply interruptions or external infrastructure.

11.13 Where CCTV or video surveillance systems are used, the Customer is responsible for ensuring compliance with applicable data protection and surveillance laws, including signage and lawful processing of personal data.

11.14 G4CL may suspend Security Services where reasonably necessary for maintenance, safety, security, or legal compliance.

11.15 Security Services are not a substitute for insurance, and the Customer must maintain appropriate insurance cover for its premises and assets.

11.16 G4CL does not warrant or guarantee that Security Services will prevent crime, loss, damage or unauthorised access.

11.17 The Customer must ensure that nominated emergency contacts are available to respond to alerts or incidents.

11.18 The Customer must provide reasonable access to the premises for maintenance, repair or inspection of Security Equipment.

11.19 The Services

This means maintenance of any installed Equipment, including the activity upon receipt of any agreed alerting, access & provision of file recordings upon request, and upkeep of associated connectivity by the Monitoring Station.

11.20 Global 4 Communications Obligations

(a) G4CL agrees that during the currency of this Contract it will manage the Managing Services. The Managing Services means: All alarms received from the Equipment during the Managing Hours will be Managed by G4CL personnel at the G4CL Managing Station for evidence of intrusion, theft or damage to the property being Managed. The Managing Services will, unless otherwise agreed in writing by G4CL, be limited to the purposes specified in this sub-clause and G4CL will have no obligation or liability to follow the steps referred to in clause 11.20(c) in the event of transmissions being received that show activities other than intrusion, theft or damage to the Managed Premises.

(b) G4CL will use reasonable endeavours to contact the Key holder on the telephone number(s) provided in the Application for Remote Managing.

(c) In the event of an incident G4CL will provide the Customer, upon request, the exported recordings from specified Equipment, in the requested timescales, where these recordings are available and in accordance with contracted target timescales.

(d) G4CL may temporarily isolate and suspend any detector(s) which is/are causing multiple false alarms.

(e) In the event of a system fault or Customer callout G4CL will best-case respond as follows:

(i) Critical Failure – G4CL will attend on site or remotely within two working days.

(ii) Non-critical failure – G4CL will attend on site or remotely within three working days.

(f) G4CL will maintain associated connectivity relevant to the remote access of the Equipment, including initiating remedial works in the event of any outages, in accordance with G4CL's Standard Terms and the applicable Tariff.

(g) Before the Services commences, G4CL will complete an asset list if the Equipment is already in-situ. Details on the Equipment must be always kept up to date. Where remote access is initially unavailable, G4CL will attend site to catalogue this Equipment and any faulty hardware at inception will not be covered by this contract. Additional charges will apply as shown in clause 11.22(g).

(h) In the event of Equipment being chosen and paid to be replaced in full by the Customer, G4CL will decommission the existing Equipment as part of the flow path of replacement, without obligation to make good on any incidental damage caused. The Customer may keep the former file storage device and at this juncture becomes the responsibility of the Customer to manage on an ongoing basis.

(i) G4CL will ensure that all recordings are data and time stamped.

11.21 Customer Obligations

(a) Queries relating to this managed Services and maintenance contract must be responded to within 3 working days of receipt by email or phone; otherwise G4CL will take it as given that they are understood and agreed.

(b) In the event that the Equipment needs to be relocated or decommissioned the Customer will give G4CL the following days' notice:

Relocation of existing equipment – 3 working days' notice and in some cases subject to site survey, where deemed appropriate by G4CL. On-site engineering for adjustments will be charged as set out in the applicable Tariff. Remote and onsite engineering costs are charged in accordance with G4CL's then-current Tariff as notified by G4CL in writing. G4CL will be entitled to charge for all cancelled engineer visits where less than 5 working days' notice has been provided by the Customer.

Decommissioning of existing Equipment in the event of purchased replacement through G4CL – We require 30 days' notice unless otherwise agreed.

(c) The Customer will not move the Equipment nor allow the Equipment to be moved or otherwise interfered with without specific approval from G4CL. In the event that the Equipment is moved except with such approval G4CL will have no liability whatsoever to the Customer until the Equipment has been reconfigured by G4CL. Charges may occur for engineering resource as shown in clause 11.22(g) below.

(d) The Customer will notify G4CL promptly of the following:
Any change in the use of the Managed Premises or any part there of;
Any material changes in risk levels or values; and
Any changes to construction work and/or site layouts

(e) The Customer will notify G4CL of the course of action to be taken in the event of unauthorised opening outside of the agreed times and will notify G4CL of any intended alterations.

(f) The Customer will carry out any necessary maintenance or remedial works to prevent unnecessary false alarms; for example, fixing flapping material, trimming shrubs, clearing litter, moving lighting or carrying out other maintenance tasks as may be required by G4CL from time to time.

(g) The Customer will take all reasonable precautions to minimise the risk of loss.

(h) The Customer acknowledges that the Managed Services is not intended to, nor is it capable of, preventing loss damage or injury arising from opportunistic theft (including forced or rapid-entry raids) or other similar types of incidents at the Managed Premises.

(i) The Customer agrees to maintain the Equipment in good operating condition, repair and appearance, and protect it from deterioration, other than normal wear and tear.

(j) Where it is agreed that the Customer will provide lighting to the Managed Premises the Customer will maintain such lighting system in good working order to the reasonable satisfaction of G4CL and in any event to a standard which will enable the Equipment to display

an adequate picture of the Managed Premises.

(k) The Customer will allow G4CL to maintain the Equipment at any time and to enter the Managed Premises for this purpose or to collect the Equipment on the termination of the Contract.

(l) In the event of any incident the Customer will notify G4CL of any information as soon as possible or within 4 days of the event.

(m) The Customer must maintain a constant power supply to the system where required, failure to do so may result in additional charges being made. This may also affect the performance of the system and effect overall Services.

(n) The Customer provides contact details for a key holder to this site who can respond within 20 minutes (as per NPCC guidelines), if appropriate. If there is a change to the designated key holder the Customer will notify G4CL on the same day the change is made.

(o) Complaints process – please email any complaints to feedback@global4.co.uk

(p) The Customer will be responsible for obtaining and managing, where appropriate, a Police Unique Registration Number (URN) specific to each site and will perform any necessary liaison with the authorities.

(q) The Customer agrees to mount signage in key positions at the Managed Premises that inform persons that CCTV is in operation.

11.22 Additional Charges

G4CL reserves the right to apply additional charges in the following circumstances:

(a) Disruption to power supply through damage or neglect.

(b) Unauthorised movement of equipment.

(c) Damage to equipment due to failure to maintain equipment as set out in clause 11.21(i) above.

(d) Installation or removal of Equipment not being possible by normal means or outside of working hours.

(e) Any persistent or material failure to comply with the Customer Obligations set out above.

(f) Requests for footage which require an engineer visit are charged in accordance with G4CL's then-current Tariff as notified by G4CL in writing

(g) On-site engineering works outside of requests for footage are charged in accordance with G4CL's then-current Tariff as notified by G4CL in writing

(h) Where a site visit is required due to the disconnection or removal of the 24-hour power supply required for equipment, engineering charges will apply as set out in clause 11.22(g). If we are unable to deliver on date agreed due to any related Customer problems then engineering charges will apply as set out in clause 11.22(g).

11.23 Equipment

(a) Ownership of the Equipment will remain with the Customer where G4CL provides support for pre-existing Equipment or where any new Equipment/replacement Equipment is paid upfront in full.

(b) Where G4CL supplied Equipment under a lease rental contract unless retention of title is paid the Equipment remains the property of G4CL.

11.24 G4CL accepts no liability for loss, damage or other harm inflicted on the Managed Premises resulting from any form of intrusion, theft, fire, or flood. The Security Services are provided for the potential detection of such incidents only and are not a preventative measure against them.

11.25 G4CL will have no liability in the event that a nominated keyholder or the Police cannot be contacted or do not respond in connection with a Security Services alert or incident. The Customer is responsible for ensuring that all keyholder and emergency contact details are kept up to date in accordance with clause 11.21(n).

11.26 The Customer acknowledges that G4CL's Monitoring Station does not exclusively serve the Managed Premises and that G4CL provides similar Security Services to other customers. Transmissions from those customers' premises are monitored at the same station. G4CL will at all times use reasonable endeavours to respond to alerts in a timely manner across all accounts.

(a) During the Minimum Term, the Customer may terminate this

Contract at any time by giving 90 days' notice to G4CL in writing or via email to sales@global4.co.uk.

(b) Subject to clause 2.1, supply of the Security Services Contract will commence on the Commencement Date and will continue for the Minimum Term and shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

(c) Where Customers do not fulfil the minimum Services period, they will still remain liable for payment of the full contract duration.

(d) In such circumstances where G4CL are unable to continue the Managing or Services for any reason all outstanding invoices owed by the Customer will still be required to be paid in full. This would not relate to any future Services or contract term.

(e) Where payment is not received within normal contract terms from the Customer G4CL, will invoice payment against the remaining minimum contract term. During the time of notification of this and payment receipt.

12. OUT OF HOURS SERVICES

12.1 Definitions

"Out-of-Hours" means any period falling outside Standard Business Hours, that is any time outside Monday to Friday, 08:00 to 18:00 (GMT/BST), excluding UK public and bank holidays. This includes all evenings, weekends, and UK public and bank holidays.

"Standard Business Hours" means Monday to Friday, 08:00 to 18:00 (GMT/BST), excluding UK public and bank holidays.

"Out-of-Hours Request" means any request by the Customer for G4CL to perform, or to continue performing, any Services or support activities during Out-of-Hours.

"Support Desk Hours" means the hours during which G4CL's Support Services operate, being Monday to Friday, 08:00 to 18:00 (GMT/BST), excluding UK public and bank holidays. Any request for support received outside Support Desk Hours will be logged and responded to on the next available Business Day, unless the Customer has subscribed to Out-of-Hours support under this clause 12 or is entitled to reactive remote support under clause 12.2(d).

"Out-of-Hours Charges" means the charges applicable to Out-of-Hours Services as specified in the Order Form, Service Schedule, or as notified by G4CL in writing.

"Rate Card" means G4CL's schedule of Out-of-Hours and engineering charges, as notified by G4CL in writing from time to time and updated in accordance with clause 23.11. The Rate Card forms part of the Tariff and sets out the applicable hourly rates, minimum charge periods, enhanced rates, call-out fees and other charges for Out-of-Hours Services and engineering attendance. The Customer is responsible for reviewing the current Rate Card prior to requesting any Out-of-Hours Services or engineering attendance.

12.2 Availability

(a) G4CL does not guarantee the availability of any Services or personnel outside Standard Business Hours unless Out-of-Hours support has been expressly agreed in writing in the applicable Order Form or Service Schedule.

(b) Where Out-of-Hours support has been expressly agreed, G4CL shall use reasonable endeavours to provide the agreed level of support. Where no express agreement has been made, G4CL may, at its sole discretion, agree to an Out-of-Hours Request subject to resource availability and the Customer's acceptance of the applicable Out-of-Hours Charges.

(c) G4CL reserves the right to decline any Out-of-Hours Request where resource is not available, where the request falls outside the scope of the agreed Services, or where G4CL reasonably determines that the request does not constitute an emergency or urgent matter.

(d) Where the Customer has elected to opt out of G4CL's Out-of-Hours support package (as recorded in the applicable Order Form or Service Schedule), the structured Out-of-Hours Services and guaranteed response provisions set out in this clause 12 shall not

apply. During Support Desk Hours, the Customer may contact G4CL's Support Services in the usual way and will receive support in accordance with the applicable Service Level Agreement.

Notwithstanding such opt-out, G4CL will remain available to provide reactive remote support to the Customer on a 24-hour, 7-day-a-week basis outside Support Desk Hours. Such reactive remote support is provided on a reasonable endeavours basis only, is subject to resource availability, and does not carry any guaranteed response time or service level commitment. Where a site visit is required outside Standard Business Hours in connection with a reactive remote support request from a Customer who has opted out of the Out-of-Hours support package, such attendance shall be chargeable at G4CL's then-current Out-of-Hours Tariff rates for onsite engineering, as notified by G4CL in writing. The Customer's deemed acceptance of charges under clause 12.3(e) shall apply to any such reactive site visit.

12.3 Charges

(a) All Out-of-Hours Services shall be subject to Out-of-Hours Charges in addition to any standard Charges applicable to the relevant Services. Out-of-Hours Charges shall be calculated by reference to the applicable rates set out in the Tariff (including the Rate Card, which forms part of the Tariff), as notified by G4CL in writing, specified in the Order Form. The Customer is required to refer to the Tariff before requesting Out-of-Hours Services or engineering attendance. Unless otherwise agreed in writing: (a) a minimum charge period of one (1) hour shall apply to any Out-of-Hours attendance or callout; (b) Charges shall accrue in accordance with the applicable charging increments set out in the Tariff; (c) travel time, accommodation, subsistence and third-party supplier costs reasonably incurred by G4CL in connection with Out-of-Hours Services shall be chargeable to the Customer; and (d) enhanced rates may apply during weekends, public holidays and emergency incidents, as specified in the Tariff.

(b) An Out-of-Hours surcharge will apply in the following circumstances:

(i) any request for support, engineering attendance, installation, maintenance, or other service delivery outside Standard Business Hours;

(ii) any emergency callout requested outside Standard Business Hours, whether or not a fault is found with the Services upon attendance;

(iii) any work required to be performed outside Standard Business Hours at the Customer's request, including planned maintenance, installations, or upgrades; and

(iv) any continuation of work that extends beyond the end of Standard Business Hours where such continuation is requested or required by the Customer.

(c) Minimum call-out charges may apply to Out-of-Hours attendances. Where applicable, such minimums shall be as published in the Tariff or Order Form. G4CL may invoice the Customer for Out-of-Hours Charges immediately upon completion of the relevant activity, in accordance with clause 23.

(d) Where an Out-of-Hours Request is cancelled by the Customer after G4CL has committed resource or attendance, G4CL reserves the right to charge a cancellation fee in accordance with the applicable Tariff, to recover costs already incurred.

(e) Where the Customer requests, permits, or acquiesces in the provision of Out-of-Hours Services or Emergency Support, the Customer shall be deemed to have accepted the applicable Out-of-Hours Charges unless otherwise agreed in writing prior to commencement of the relevant Services. This deemed acceptance applies regardless of whether a formal written request was made, where the Services were requested verbally, by email, or through the Customer Portal.

(f) The Customer shall refer to G4CL's then-current Tariff before requesting any Out-of-Hours Services or engineering attendance outside Standard Business Hours. The Tariff is available upon request from G4CL. By requesting or accepting such services, the

Customer agrees that the applicable Charges shall be determined in accordance with the then-current Tariff. G4CL may update the Tariff from time to time in accordance with clause 23.11 (Price Changes), and it is the Customer's responsibility to ensure that it has reviewed the current applicable Tariff prior to requesting any Out-of-Hours Services or engineering attendance.

12.4 Emergency Out-of-Hours Support

- (a) Where a Critical Failure or service-affecting incident occurs outside Standard Business Hours, the Customer should contact G4CL using the emergency support contact details available within the Customer Portal. G4CL will use reasonable endeavours to provide a response in accordance with the applicable Service Level Agreement.
- (b) Emergency Out-of-Hours responses shall be subject to Out-of-Hours Charges unless a specific emergency out-of-hours support entitlement has been agreed in the applicable Order Form or Service Level Agreement.
- (c) The Customer acknowledges that response times during Out-of-Hours may differ from those applicable during Standard Business Hours, and that availability of specialist resource cannot be guaranteed.

(d) Where the Customer requests Emergency Support relating to any of the following events:

- (i) a cybersecurity incident or suspected breach of system security;
- (ii) a ransomware or malware event;
- (iii) a Personal Data Breach (as defined in applicable data protection law and clause 25);
- (iv) a disaster recovery event or invocation of the Customer's business continuity plan;
- (v) a major service outage affecting critical business operations; or
- (vi) a critical infrastructure failure,

G4CL may prioritise containment, mitigation and restoration activities at its reasonable discretion. Additional Charges may apply for specialist engineering resources, accelerated response requirements, forensic investigation activities, third-party supplier escalation, emergency licensing, or temporary replacement services required in connection with such events, as specified in the applicable Tariff or as otherwise agreed in writing.

12.5 Planned Out-of-Hours Work

(a) Where the Customer requires planned work to be carried out outside Standard Business Hours (including scheduled maintenance, installations, upgrades, or migrations), the Customer must submit a written request to G4CL at least five (5) Business Days in advance, or such longer period as G4CL may specify for complex activities.

(b) G4CL shall confirm acceptance of the planned Out-of-Hours request in writing, including confirmation of the applicable charges, before any such work is commenced. G4CL shall have no obligation to carry out planned Out-of-Hours work unless such written confirmation has been issued.

(c) Where planned Out-of-Hours work is cancelled or deferred by the Customer with less than two (2) Business Days' notice, G4CL reserves the right to apply a short-notice cancellation charge to recover any resource or preparation costs already incurred.

12.6 Customer Obligations

(a) Where the Customer has requested Out-of-Hours support or attendance, the Customer shall:

- (i) ensure that an appropriate representative of the Customer is available and contactable throughout the Out-of-Hours period to provide access, approvals, and any information reasonably required by G4CL;
- (ii) ensure that safe and reasonable access to any relevant premises, systems, or infrastructure is available to G4CL at the agreed time; and
- (iii) accept that any failure by the Customer to comply with the obligations in this clause may result in the Out-of-Hours attendance being abandoned and the applicable Out-of-Hours Charges remaining payable in full.

12.7 Exclusions

- (a) G4CL reserves the right to refuse, suspend or limit the provision of Out-of-Hours Services or Emergency Support where:
 - (i) the Customer has overdue undisputed invoices outstanding at the time of the request;
 - (ii) the relevant issue relates to unsupported systems, third-party services or software not managed by G4CL, or faults caused by the Customer or its personnel;
 - (iii) the Customer fails to provide the access, information, cooperation or approvals reasonably required by G4CL to commence or continue the Services;
 - (iv) provision of the Services would, in G4CL's reasonable opinion, create a legal, regulatory, operational or security risk to G4CL, its personnel or its other customers; or
 - (v) the required personnel, third-party services or supplier support are unavailable at the time of the request.
- (b) Where G4CL exercises its right under this clause 12.7, it shall notify the Customer as soon as reasonably practicable. G4CL shall have no liability for any loss or disruption arising from a refusal, suspension or limitation of Out-of-Hours Services in accordance with this clause.

12.8 Prioritisation and Escalation

- (a) G4CL may prioritise incidents and allocate engineering and support resources based on the severity, operational impact, security implications and urgency of incidents affecting its customers generally. The Customer acknowledges that G4CL may be supporting multiple customers concurrently during Out-of-Hours periods and that resource availability cannot be guaranteed.
- (b) G4CL shall not be liable for any delay in commencing or completing Out-of-Hours Services arising from incident prioritisation, resource allocation decisions, or third-party escalation processes where such decisions are made reasonably and in good faith.

13. MANAGED OFFICE 365 BACKUP SERVICES

13.1 Definitions

For the purposes of this Clause:

"M365 Backup Services" means the managed backup and restore services for Microsoft 365 workloads provided by G4CL.
 "Microsoft 365 Workloads" means the following, to the extent supported by Microsoft APIs and the Backup Platform:

- Exchange Online mailboxes (including user, shared and resource mailboxes);
- OneDrive for Business accounts;
- SharePoint Online sites and document libraries;
- Microsoft Teams (including teams, channels and associated files);
- Microsoft 365 Groups and Public Folders.

"RPO" (Recovery Point Objective) means the maximum targeted period in which data may be lost.

"RTO" (Recovery Time Objective) means the target time within which data is to be restored following an incident or request.

"Backup Platform" means the third-party or G4CL-operated platform specified in the Order Form used to deliver the M365 Backup Services.

13.2 Commencement, Term and Renewal

Subject to clause 2.1, the M365 Backup Services shall commence on the Commencement Date and continue for the Minimum Term.

Thereafter, the Services shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

13.3 Scope of Services

G4CL shall provide the following services:

- (a) configuration and management of the Backup Platform, including backup policies, schedules, retention settings, encryption and (where supported) immutability;
- (b) automated backups in accordance with agreed policies;
- (c) monitoring of backup job status, including investigation and remediation of failed jobs;
- (d) restore assistance upon request, including item-level, mailbox-level, file-level, and workload-level restores (where supported);
- (e) periodic test restores and verification reporting at the frequency specified in the Order Form;

(f) maintenance, patching, and security management of the Backup Platform; and

(g) reporting on service performance, storage utilisation and exceptions.

13.4 G4CL Responsibilities

G4CL shall:

(a) operate backup, monitoring and alerting processes in accordance with agreed service levels;

(b) implement retention policies in line with the Customer's documented instructions;

(c) manage encryption keys where G4CL acts as key custodian, or operate in accordance with Customer-managed key arrangements where applicable;

(d) notify the Customer of any material risks to agreed RPO or RTO; and

(e) maintain documented restore procedures and escalation processes.

13.5 Customer Responsibilities

The Customer shall:

(a) provide all required access, permissions, API consents, and service accounts necessary for delivery of the Services;

(b) maintain accurate records of users, sites and workloads to be included or excluded from backup;

(c) ensure that all Microsoft 365 licences and configurations remain valid and supported;

(d) maintain sufficient network capacity and storage (including any Customer-provided repositories) to support agreed RPO and RTO;

(e) review and approve restore test results where required; and

(f) ensure compliance with all legal and regulatory requirements, including obtaining any necessary consents for data processing and retention.

13.6 Relationship to Microsoft Services

The M365 Backup Services are independent of native features provided by Microsoft within Microsoft 365.

The Customer acknowledges that:

(a) availability, performance, and functionality of backups and restores may be affected by Microsoft service outages, API limitations, throttling, or changes; and

(b) G4CL shall not be responsible for delays or failures caused by such external dependencies.

13.7 Restore Limitations

Restore capability is limited to the functionality available via supported Microsoft APIs and the Backup Platform.

G4CL does not guarantee:

(a) restoration of all metadata, permissions, or configurations;

(b) full restoration of Microsoft Teams chats, conversations or channel messages; or

(c) application-level reconfiguration beyond standard restore processes.

13.8 Exclusions

The following are excluded from the Services unless expressly agreed:

(a) forensic investigations, legal hold or eDiscovery configuration;

(b) recovery of data corrupted prior to backup or where required retention/immutability settings were not in place;

(c) development of custom scripts or workflows; and

(d) backup of third-party SaaS applications not listed in the Order Form.

13.9 Charges, Billing and Data Export

(a) Charges shall be as set out in the Order Form and may include user-based, workload-based, storage-based and/or usage-based pricing;

(b) additional charges may apply for data exports, cloud egress, or non-standard restore requests;

(c) upon termination, the Customer may request export of backup data within thirty (30) days, subject to applicable charges;

(d) if no export request is made within this period, G4CL may securely delete the data in accordance with its retention policies.

13.10 Data Protection and Security

(a) The parties' respective obligations under data protection law shall be as set out in clause 25;

(b) backup data shall be encrypted in transit and at rest;

(c) data shall be stored within the UK or EEA unless otherwise agreed;

(d) G4CL shall maintain a list of sub-processors available on request; and

(e) G4CL shall notify the Customer of any Personal Data Breach without undue delay.

13.11 Liability

Liability under this Clause shall be subject to the limitations set out in clause 22.

G4CL shall not be liable for:

(a) failures caused by Microsoft service outages, API limitations or changes; or

(b) failures of third-party platforms outside G4CL's reasonable control.

13.12 Variation

Any changes to the scope of Services, protected workloads, retention policies or service levels shall be agreed in writing and may result in corresponding changes to Charges.

13.13 G4CL's obligations in respect of service levels for the Managed Office 365 Backup Services, including any applicable remedies for failures to meet service levels, are set out exclusively in the applicable SLA document.

13.14 Immutability is dependent on platform configuration and Customer agreement; G4CL does not guarantee protection against all ransomware scenarios.

13.15 G4CL shall provide reasonable transition assistance upon termination, subject to additional charges.

13.16 Data location may vary depending on platform architecture unless expressly restricted in the Order Form.

14. PHISHING SIMULATION AND CYBER SECURITY TRAINING SERVICES

14.1 Definitions

For the purposes of this Clause:

"PS&T Services" means the Phishing Simulation and Cyber security awareness training services provided by G4CL, including simulated phishing campaigns and training delivery.

"LMS" means G4CL's learning management system or an agreed third-party platform used to deliver, track and report training.

"Simulation Assets" means emails, domains, URLs, landing pages, templates and other artefacts used in phishing simulations.

"Support Hours" means Monday to Friday, 08:00 to 18:00 (GMT/BST), excluding UK public and bank holidays.

14.2 Commencement, Term and Renewal

Subject to clause 2.1, the PS&T Services shall commence on the Commencement Date and continue for the Minimum Term.

Thereafter, the Services shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

14.3 Scope of Services

G4CL shall provide the following services:

(a) design and execution of phishing simulation campaigns at an agreed frequency, including audience targeting, templates and difficulty levels;

(b) configuration support for allowlisting/safelisting to optimise delivery and reporting accuracy;

(c) provision of cyber security awareness training via the LMS, including general and role-specific modules;

(d) delivery of assessments, knowledge checks, and optional micro-learning content;

(e) provision of dashboards and reports, including campaign metrics, training completion and risk indicators;

(f) optional automated remedial training for users who fail simulations; and

(g) maintenance and periodic updates of Simulation Assets and training content.

14.4 G4CL Responsibilities

G4CL shall:

(a) manage campaign configuration, scheduling, monitoring and reporting;

(b) implement reasonable safeguards to prevent Simulation Assets from being distributed to unintended recipients;

(c) ensure that Simulation Assets do not contain malware or harmful payloads;

(d) maintain training content aligned with current cyber security risks and best practices;

(e) provide onboarding support, including guidance on email configuration and security settings; and

(f) provide support services during Support Hours.

14.5 Customer Responsibilities

The Customer shall:

(a) provide accurate and up-to-date user data and notify G4CL of any changes at least five (5) Business Days prior to scheduled

- campaigns;
- (b) configure allowlisting/safelisting within its email and security systems (including Microsoft 365 or Google Workspace, where applicable);
- (c) inform relevant personnel of the existence of the PS&T Services in accordance with applicable policies;
- (d) ensure that simulations are only directed at authorised users (employees, contractors or approved personnel);
- (e) review reports and implement appropriate internal follow-up actions;
- (f) provide access to the LMS, including any required integrations (e.g. SSO); and
- (g) obtain any necessary third-party consents required for participation in the Services.

14.6 Content and Conduct Controls

- (a) Simulation Assets shall not include malware, executable files, or any content intended to cause harm to systems or data;
- (b) sensitive or potentially distressing themes shall not be used unless expressly approved in writing by the Customer;
- (c) simulated credential capture mechanisms shall not store or process actual credentials beyond anonymised or aggregated reporting metrics; and
- (d) G4CL shall use reasonable endeavours to align content with the Customer's branding and policy requirements where provided.

14.7 Relationship to Other Services

The PS&T Services are complementary to, and independent from, any other cyber security or managed services provided by G4CL. The Customer acknowledges that phishing simulations and training do not guarantee the prevention of cyber incidents and are intended solely to improve awareness and user behaviour.

14.8 Exclusions

The following are excluded unless expressly agreed in writing:

- (a) incident response for real-world cyber security events;
- (b) forensic investigations, legal hold or eDiscovery services;
- (c) development of bespoke Simulation Assets beyond standard templates; and
- (d) delivery of campaigns to external or public recipients.

14.9 Charges, Billing and Termination

- (a) Charges shall be as set out in the Order Form and may be based on users, campaigns, modules or features;
- (b) additional charges may apply for custom content, integrations, or non-standard services; and
- (c) early termination and switching charges shall apply in accordance with the Contract.

14.10 Data Protection and Security

- (a) The parties' respective obligations under data protection law shall be as set out in clause 25;
- (b) G4CL shall process only the minimum personal data required to deliver the Services;
- (c) reporting may include individual performance data, and the Customer shall be responsible for its internal use and compliance with employment and data protection laws;
- (d) G4CL shall maintain an up-to-date list of sub-processors; and
- (e) G4CL shall notify the Customer of any Personal Data Breach without undue delay.

14.11 Liability

Liability under this Clause shall be subject to the limitations set out in clause 22.

G4CL shall not be liable for:

- (a) failures caused by Customer-side configurations, including email security systems or filtering;
- (b) third-party service disruptions or blocking; or
- (c) the Customer's failure to act upon training outcomes or implement appropriate internal policies.

14.12 Variation

Any changes to the scope of Services, including campaign frequency, audiences, content, integrations or service levels, shall be agreed in writing and may result in corresponding changes to Charges.

14.13 The Customer is solely responsible for how individual performance data is used in employment-related decisions.

14.14 G4CL will not conduct simulations that could reasonably be interpreted as real financial instructions or legal communications unless explicitly approved.

14.15 The Customer may exclude specific users or groups (e.g. executives or vulnerable individuals) from campaigns.

14.16 Services are designed to support good practice in line with UK cyber security guidance (e.g. NCSC).

15. WINDOWS ENDPOINT AND SERVER PATCH MANAGEMENT SERVICES

15.1 Definitions

For the purposes of this Clause:

"Patch Management Services" or "PMS" means the managed services provided by G4CL to plan, deploy, monitor and report on operating system patches for Windows Endpoints and Windows Servers.

"Windows Endpoints" means Customer-owned or managed devices running supported versions of Microsoft Windows desktop operating systems (including Windows 10 and Windows 11).

"Windows Servers" means Customer-owned or managed servers running supported versions of Microsoft Windows Server (including Windows Server 2016, 2019 and 2022).

"Maintenance Window" means the pre-agreed period during which G4CL may deploy patches and perform reboots without requiring additional approval.

"Deployment Rings" means staged groups of devices (e.g. pilot, standard, business-critical) used to control phased patch deployment.

"Management Tools" means tools specified in the Order Form, including Microsoft Intune, Microsoft Endpoint Manager, Windows Update for Business (WUfB), WSUS, Microsoft Endpoint Configuration Manager (MECM/SCCM), or equivalent.

"Patch" means Microsoft updates including security updates, cumulative updates, servicing stack updates and other operating system patches.

15.2 Commencement, Term and Renewal

Subject to clause 2.1, the Patch Management Services shall commence on the Commencement Date and continue for the Minimum Term.

Thereafter, the Services shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

15.3 Scope of Services

G4CL shall:

- (a) establish patch baselines and Deployment Rings aligned to the Customer's risk profile;
- (b) configure and manage the Management Tools for policy enforcement, reporting and deployment;
- (c) operate a regular monthly patch cycle, including Microsoft's monthly security update cycle (commonly referred to as "Patch Tuesday") and critical out-of-band updates where required;
- (d) perform staged deployments beginning with pilot groups and progressing based on defined success criteria;
- (e) apply agreed Maintenance Windows and reboot policies;
- (f) monitor patch compliance, investigate failures, and perform remediation where feasible;
- (g) provide reporting on compliance, failures and exceptions at agreed intervals;
- (h) manage server patching separately, including workload-aware sequencing and staggered updates; and
- (i) issue advisories and recommended mitigations for critical vulnerabilities where patching is delayed or not immediately feasible.

15.4 G4CL Responsibilities

G4CL shall:

- (a) maintain patching policies, Deployment Rings and tooling configurations in line with industry best practice and Customer requirements;
- (b) perform prerequisite and dependency checks prior to deployment;
- (c) maintain documented procedures for standard deployment, emergency patching and rollback scenarios;
- (d) monitor and remediate failed deployments in accordance with agreed service levels;
- (e) implement server-specific controls where applicable (including clustering and high-availability considerations); and
- (f) notify the Customer of any material risks to service availability, compliance or security.

15.5 Customer Responsibilities

The Customer shall:

- (a) provide necessary system access, permissions, network connectivity and tooling integration;
- (b) define and approve Maintenance Windows, device groupings, and critical systems;
- (c) ensure systems remain supported, adequately resourced and connected;

- (d) communicate internal user notifications and enforce reboot policies;
- (e) maintain accurate asset inventories and identify business-critical workloads;
- (f) notify G4CL of known or potential application compatibility issues in advance; and
- (g) obtain any required internal change approvals (including CAB approval where applicable).

15.6 Dependencies and Related Services

The Patch Management Services may depend on other services, including connectivity, infrastructure, and support services provided under the Contract.

The Customer acknowledges that performance of the Services may be impacted by third-party dependencies, including those of Microsoft.

15.7 Reboots, Rollback and Exceptions

- (a) reboots shall be performed in accordance with agreed policies;
- (b) rollback shall be attempted where supported, but is not guaranteed;
- (c) servers shall be patched using staged or staggered approaches to minimise disruption;
- (d) persistently non-compliant devices shall be identified and managed through agreed exception processes; and
- (e) remediation may require additional activities (e.g. rebuild or reconfiguration), which are outside the standard scope of the Services.

15.8 Exclusions

The following are excluded unless expressly agreed:

- (a) firmware, BIOS or driver updates;
- (b) third-party application patching;
- (c) unsupported or end-of-life operating systems;
- (d) application compatibility testing or remediation;
- (e) vulnerability scanning or risk assessment activities; and
- (f) out-of-hours work outside agreed Maintenance Windows.

15.9 Charges, Billing and Termination

- (a) Charges shall be as set out in the Order Form and may be based on endpoints, servers or service tiers;
- (b) additional charges may apply for non-standard services or extended activities; and
- (c) early termination and switching charges shall apply in accordance with the Contract.

15.10 Data Protection and Security

- (a) Data protection obligations shall be as set out in clause 25;
- (b) G4CL shall process only limited operational data (e.g. device identifiers, patch status and system metrics);
- (c) G4CL shall maintain appropriate security controls; and
- (d) G4CL shall notify the Customer of any Personal Data Breach without undue delay.

15.11 Liability

Liability shall be subject to clause 22.

G4CL shall not be liable for failures arising from:

- (a) third-party vendor issues or update defects;
- (b) Customer system configurations or change restrictions;
- (c) lack of connectivity or system availability;
- (d) unsupported operating systems; or
- (e) application incompatibilities.

15.12 Variation

Any changes to the scope of Services, including tooling, deployment strategy, Maintenance Windows or service levels, shall be agreed in writing and may result in changes to Charges.

15.13 The Customer accepts the risk of delayed patching where it restricts deployment outside agreed Maintenance Windows.

15.14 G4CL may implement emergency mitigations prior to formal patch release where necessary.

15.15 No patching will occur during agreed change freeze periods unless expressly authorised.

16. SECURITY ALERT MONITORING AND MAINTENANCE (ANTI-VIRUS, EDR AND MDR)

16.1 Definitions

For the purposes of this Clause:

"SAMM Services" means the security alert monitoring and maintenance services provided by G4CL in respect of supported endpoint security platforms.

"Anti-Virus" or "AV" means endpoint anti-malware solutions that generate threat detections and system health alerts.

"EDR" means Endpoint Detection and Response platforms that provide behavioural detection capabilities and support response

actions.

"MDR" means Managed Detection and Response services delivered by a third-party provider which generate alerts or cases requiring review or action.

"SIEM/SOAR" means security monitoring and orchestration platforms used to aggregate alerts and coordinate response activities.

"Containment Actions" means response measures including device isolation, process termination, network blocking or quarantine policy enforcement.

"Support Hours" means Monday to Friday, 08:00 to 18:00 (GMT/BST), excluding UK public and bank holidays.

16.2 Commencement, Term and Renewal

Subject to clause 2.1, the SAMM Services shall commence on the Commencement Date and continue for the Minimum Term.

Thereafter, the Services shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

16.3 Scope of Services

G4CL shall:

- (a) onboard and integrate supported AV, EDR and MDR platforms into monitoring workflows or SIEM/SOAR tools;
- (b) monitor and triage alerts, prioritise based on severity, and reduce false positives through tuning;
- (c) escalate material security events to Customer-designated contacts;
- (d) initiate Containment Actions where authorised, in accordance with agreed procedures;
- (e) maintain and tune security policies, exclusions and platform configurations;
- (f) track alerts through to resolution, including coordination of remediation actions;
- (g) provide reporting on alert volumes, response times, trends and exceptions; and
- (h) coordinate with third-party MDR providers within the authority granted by the Customer.

16.4 G4CL Responsibilities

G4CL shall:

- (a) perform monitoring, triage and escalation in accordance with agreed service levels;
- (b) maintain documented playbooks for common threat scenarios;
- (c) review and optimise detection rules, baselines and exclusions;
- (d) maintain operational health of supported security platforms, including agent status and telemetry;
- (e) notify the Customer of material threats, campaigns or vendor advisories; and
- (f) maintain appropriate records of alerts, actions and outcomes for audit and reporting purposes.

16.5 Customer Responsibilities

The Customer shall:

- (a) provide required administrative access, API access and system connectivity;
- (b) define and approve the scope of authorised Containment Actions;
- (c) ensure endpoint agents remain installed, functional and connected;
- (d) provide accurate asset inventories, including critical systems and escalation contacts;
- (e) review reports and approve policy or configuration changes;
- (f) perform remediation actions outside the scope of endpoint security tooling (e.g. application fixes);
- (g) ensure internal policies permit monitoring and response activities; and
- (h) obtain any necessary third-party consents.

G4CL shall not perform Containment Actions without prior Customer approval or documented pre-authorisation, except where expressly agreed.

16.6 Dependencies and Related Services

The SAMM Services may depend on other services provided under the Contract, including IT support and broader cyber security services.

Service performance may be affected by third-party platforms, including those provided by Microsoft and other security vendors.

16.7 Integrations and Dependencies

- (a) where SIEM/SOAR platforms are used, the Customer is responsible for maintaining integrations, data feeds and connectivity;
- (b) G4CL shall act on MDR alerts within the authority granted by the Customer;
- (c) telemetry delays, vendor outages or alert fidelity issues may

affect response times; and
 (d) issues arising from Customer-side configuration changes (including SIEM/SOAR schema or connectors) remain the Customer's responsibility.

16.8 Exclusions

The following are excluded unless expressly agreed:

- (a) full incident response services (including forensic investigation or legal processes);
- (b) monitoring of unsupported or non-contracted platforms;
- (c) network-level security controls outside endpoint tooling; and
- (d) custom integrations or development beyond standard configurations.

16.9 Charges, Billing and Termination

- (a) Charges shall be as set out in the Order Form and may be based on device count, licensing or alert volume;
- (b) additional charges may apply for enhanced services (e.g. 24x7 monitoring or bespoke integrations); and
- (c) early termination and switching charges shall apply in accordance with the Contract.

16.10 Data Protection and Security

- (a) Data protection obligations shall be as set out in clause 25;
- (b) G4CL shall process only the minimum data required (e.g. device identifiers, alert metadata and response actions);
- (c) G4CL shall maintain appropriate security controls and sub-processor transparency; and
- (d) G4CL shall notify the Customer of any Personal Data Breach without undue delay.

16.11 Liability

Liability shall be subject to clause 22.

G4CL shall not be liable for failures arising from:

- (a) third-party vendor outages or limitations;
- (b) Customer configuration or policy restrictions;
- (c) lack of endpoint connectivity or telemetry; or
- (d) unsupported or misconfigured security platforms.

16.12 Variation

Any changes to scope, supported platforms, response procedures, service levels or reporting shall be agreed in writing and may result in changes to Charges.

16.13 G4CL may perform predefined Containment Actions without prior approval where immediate action is required to prevent material harm.

16.14 In suspected ransomware events, G4CL may prioritise containment over standard approval workflows.

16.15 Security monitoring does not guarantee prevention or detection of all threats.

16.16 Alert and case data will be retained for 90 days unless otherwise agreed.

17. DARK WEB MONITORING SERVICES

17.1 Definitions

For the purposes of this Clause:

"DWMS" means the dark web monitoring services provided by G4CL to identify potential exposure of Customer-related assets.

"Monitored Assets" means domains, email addresses, usernames, brand names, IP addresses and other identifiers specified in the Order Form.

"Dark Web Sources" means sources lawfully accessible to G4CL and/or its sub-processors using open-source intelligence and commercial threat intelligence tools, including paste sites, breach repositories, forums and marketplaces.

"Exposure" means any appearance or reference to Monitored Assets within Dark Web Sources, including potential compromise of credentials or sensitive data.

"Credential Pair" means a username or identifier combined with an associated password (whether hashed or in cleartext).

"Takedown Support" means commercially reasonable assistance to request removal of exposed data from accessible third-party platforms, where lawful and feasible.

"Support Hours" means Monday to Friday, 08:00 to 18:00 (GMT/BST), excluding UK public and bank holidays.

17.2 Commencement, Term and Renewal

Subject to clause 2.1, the DWMS shall commence on the Commencement Date and continue for the Minimum Term. Thereafter, the Services shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

17.3 Scope of Services

G4CL shall:

- (a) onboard Monitored Assets and configure monitoring across supported sources;
- (b) collect, analyse and correlate exposures relating to Monitored Assets;
- (c) classify risks and notify the Customer with recommended remediation actions;
- (d) provide periodic reporting on exposure trends, risks and remediation status;
- (e) provide Takedown Support on a reasonable endeavours basis; and
- (f) maintain operational procedures for triage, notification and evidence handling.

17.4 G4CL Responsibilities

G4CL shall:

- (a) operate monitoring and alerting in accordance with agreed service levels;
- (b) use lawful and industry-standard methods of intelligence gathering and shall not engage in unlawful access or activities;
- (c) validate exposures where reasonably possible using available context and metadata;
- (d) maintain records of identified exposures and actions taken; and
- (e) notify the Customer of significant threat developments or changes in monitoring coverage.

G4CL shall not attempt to bypass authentication controls, access restricted systems unlawfully, or obtain data through deceptive or illegal means.

17.5 Customer Responsibilities

The Customer shall:

- (a) provide and maintain accurate Monitored Assets and contact details;
- (b) ensure lawful authority to monitor relevant identifiers, including employee or contractor data;
- (c) implement required allowlisting to ensure delivery of alerts;
- (d) take appropriate remediation actions following notification;
- (e) manage any required regulatory, legal or law enforcement engagement; and
- (f) not instruct G4CL to undertake unlawful activities or engage with threat actors.

17.6 Dependencies and Related Services

The DWMS is complementary to other cyber security and IT support services under the Contract.

Service delivery may depend on third-party intelligence platforms and infrastructure providers, including those operated by Microsoft and other vendors.

17.7 Exclusions

The following are excluded unless expressly agreed:

- (a) guarantee of detecting all exposures or preventing breaches;
- (b) access to restricted or unlawful sources;
- (c) engagement with threat actors, including payment or negotiation;
- (d) full incident response services (e.g. forensics or legal processes);
- (e) monitoring of assets not specified in the Order Form; and
- (f) guaranteed removal of exposed data.

17.8 Charges, Billing and Termination

- (a) Charges shall be as set out in the Order Form and may be based on monitored assets, alert volumes or service features;
- (b) additional charges may apply for enhanced services or bespoke requirements; and
- (c) early termination and switching charges shall apply in accordance with the Contract.

17.9 Data Protection and Security

- (a) Data protection obligations shall be as set out in clause 25;
- (b) G4CL shall process only the minimum data necessary for service delivery;
- (c) evidence and exposure data shall be securely stored and retained for a defined period (unless otherwise agreed);
- (d) data shall be stored within agreed geographic regions; and
- (e) G4CL shall notify the Customer of any Personal Data Breach without undue delay.

17.10 Use of Information and Ethics

- (a) information provided under the Services shall be used solely for security, remediation and compliance purposes;
- (b) G4CL shall not knowingly purchase or incentivise the acquisition of stolen data; and
- (c) the Customer remains responsible for any legal or regulatory notifications.

17.11 Liability

Liability shall be subject to clause 22.

G4CL shall not be liable for:

- (a) actions of third parties, including threat actors or platform operators;
- (b) unavailability or inaccuracy of external data sources; or
- (c) the Customer's failure to act on recommendations.

17.12 Variation

Any changes to the scope of Services, Monitored Assets, service levels or reporting shall be agreed in writing in accordance with clause 28.18 (Variation) and may result in corresponding changes to Charges.

17.13 Evidence extracts may be redacted to avoid distribution of sensitive or unlawful content.

18. CYBER ESSENTIALS-AS-A-SERVICES (CEaaS)

18.1 Definitions

For the purposes of this Clause:

"CEaaS" means the managed services provided by G4CL to support the Customer in implementing, evidencing and maintaining compliance with the Cyber Essentials scheme and achieving or renewing certification.

"Certification Body" means an organisation licensed by IASME to assess and issue Cyber Essentials certifications (including Cyber Essentials and Cyber Essentials Plus).

"Current Scheme Requirements" means the latest Cyber Essentials technical requirements and associated guidance and test specifications issued by IASME.

"Question Set" means the applicable self-assessment questionnaire used for Cyber Essentials certification.

18.2 Commencement, Term and Renewal

Subject to clause 2.1, the CEaaS shall commence on the Commencement Date and continue for the Minimum Term.

Thereafter, the Services shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

18.3 Scope of Services

G4CL shall:

- (a) define the certification scope and perform a gap analysis against the Current Scheme Requirements;
- (b) provide guidance and assistance to implement and evidence required controls, including:
 - (i) boundary firewalls and internet gateways;
 - (ii) secure configuration;
 - (iii) security update management;
 - (iv) user access control (including multi-factor authentication and supported passwordless methods); and
 - (v) malware protection and application allow-listing;
- (c) assist with preparation of policies, asset inventories and evidence documentation;
- (d) support completion and submission of the Question Set and coordination with the Certification Body;
- (e) support Cyber Essentials Plus readiness, including preparation for technical assessment and remediation;
- (f) provide ongoing monitoring, advisory and preparation for annual re-certification; and
- (g) provide periodic reporting on compliance status, risks and certification timelines.

CEaaS supports certification readiness but does not guarantee certification.

18.4 G4CL Responsibilities

G4CL shall:

- (a) maintain CEaaS processes and guidance aligned with the Current Scheme Requirements;
- (b) provide practical recommendations for implementation, including cloud and shared responsibility environments;
- (c) maintain an audit-ready evidence pack and assist with remediation activities;
- (d) coordinate with the Certification Body for scheduling and clarification where required; and
- (e) support preparation and remediation activities for Cyber Essentials Plus assessments.

18.5 Customer Responsibilities

The Customer shall:

- (a) define and approve the scope of assessment and provide accurate information, including asset inventories and system access;
- (b) implement required technical controls and remediate identified vulnerabilities within required timeframes;
- (c) ensure that all responses in the Question Set are accurate and

approved at an appropriate senior level;

(d) cooperate with the Certification Body during any audit or verification process; and

(e) notify G4CL of any material changes to systems, infrastructure or working practices that may affect scope.

The Customer remains solely responsible for compliance with the Current Scheme Requirements and for achieving certification.

18.6 Dependencies and Related Services

CEaaS may depend on other services provided under the Contract, including patch management, endpoint security and IT support services.

Service delivery may also depend on third-party platforms and vendors, including those provided by IASME Consortium and Microsoft.

18.7 Certification Decision and Independence

The Customer acknowledges that certification decisions are made solely by the Certification Body.

G4CL has no authority to grant certification and does not guarantee certification outcomes.

18.8 Exclusions

The following are excluded unless expressly agreed:

- (a) acting as a Certification Body or issuing certifications;
- (b) provision of hardware or software required to meet compliance controls;
- (c) full incident response or forensic investigation services;
- (d) remediation of unsupported or end-of-life systems; and
- (e) activities outside the agreed scope of assessment.

18.9 Charges, Billing and Termination

- (a) Charges shall be as set out in the Order Form and may be based on users, devices or assessment cycles;
- (b) Certification Body and scheme fees shall be payable by the Customer unless otherwise agreed; and
- (c) early termination and switching charges shall apply in accordance with the Contract.

18.10 Data Protection and Security

- (a) Data protection obligations shall be as set out in clause 25;
- (b) G4CL shall process only the minimum data necessary to deliver the Services;
- (c) G4CL shall maintain appropriate security controls and sub-processor transparency; and
- (d) G4CL shall notify the Customer of any Personal Data Breach without undue delay.

18.11 Liability

Liability shall be subject to clause 22.

G4CL shall not be liable for:

- (a) certification outcomes or decisions of the Certification Body;
- (b) delays or failures caused by third parties;
- (c) Customer failure to implement required controls; or
- (d) inaccuracies in Customer-provided information.

18.12 Variation

Any changes to scope, control implementation, reporting or service levels shall be agreed in writing and may result in changes to Charges.

18.13 The Customer warrants that all information provided for certification is complete and accurate.

18.14 Additional charges may apply where reassessment is required due to failed certification.

18.15 Assets outside the agreed scope are not covered and may impact certification validity.

18.16 Where Cyber Essentials Plus assessment fails, remediation and retesting may incur additional Charges.

19. MANAGED BACKUP SERVICES FOR ENDPOINTS AND SERVERS

19.1 Definitions

For the purposes of this Clause:

"Managed Backup Services" or "MBS" means the managed services provided by G4CL to back up, monitor and restore Customer data from supported Endpoints and Servers.

"Endpoints" means Customer-owned or managed user devices, including supported versions of Windows, macOS and Linux desktop systems.

"Servers" means Customer-owned or managed servers (physical or virtual), including supported versions of Windows Server and Linux.

"Workloads" means file-system data, system state and, where expressly agreed, image-level backups and application-aware backups.

"Backup Platform" means the G4CL-operated or third-party system specified in the Order Form used to deliver the Services.

"RPO" (Recovery Point Objective) means the maximum acceptable data loss measured in time.

"RTO" (Recovery Time Objective) means the target time to restore services or data following an incident.

"Repository" or "Target" means the storage location(s) used for backup data, including on-premises and/or cloud storage.

"Seeding" means the initial large-scale transfer of data to a Repository or Target.

"Immutability" means a configuration that prevents deletion or alteration of backup data for a defined period, where supported.

19.2 Commencement, Term and Renewal

Subject to clause 2.1, the MBS shall commence on the Commencement Date and continue for the Minimum Term.

Thereafter, the Services shall automatically renew for successive periods equal to the Minimum Term (each an "Extended Term") unless either party gives not less than 90 days' prior written notice before the end of the then-current term.

19.3 Scope of Services

G4CL shall:

- (a) provision and configure the Backup Platform, including policies, schedules, retention and encryption settings;
- (b) perform automated backups in accordance with agreed schedules and scope;
- (c) monitor backup performance and investigate and remediate failed jobs;
- (d) provide restore services on request, including file-level, system-state and (where agreed) full system or image-level restores;
- (e) conduct periodic test restores and provide verification reports;
- (f) maintain the Backup Platform, including updates, security configuration and performance monitoring;
- (g) provide reporting on backup success rates, exceptions and storage utilisation; and
- (h) where agreed, support initial Seeding and replication to secondary storage locations.

19.4 G4CL Responsibilities

G4CL shall:

- (a) operate backup monitoring and alerting in accordance with agreed service levels;
- (b) configure retention and immutability settings in line with Customer requirements;
- (c) manage encryption keys where designated as key custodian;
- (d) notify the Customer of risks to RPO/RTO arising from environmental or platform constraints;
- (e) maintain documented procedures for backup and restore operations; and
- (f) provide guidance for supported application-aware backup scenarios where applicable.

19.5 Customer Responsibilities

The Customer shall:

- (a) provide required access, credentials, permissions and system connectivity;
- (b) maintain accurate asset inventories and notify G4CL of material changes;
- (c) ensure systems are supported, adequately resourced and capable of backup operations;
- (d) review and approve restore test results and request additional testing where required;
- (e) obtain any required third-party consents for data processing or transfer; and
- (f) manage encryption keys where designated as key custodian.

19.6 Restore Types and Behaviour

- (a) restores may be performed to original or alternate locations, subject to platform compatibility;
- (b) full system or bare-metal restores are available where included in scope;
- (c) application-aware restores are limited to supported workloads specified in the Order Form; and
- (d) large-scale or mass restores may require extended timeframes and may incur additional charges.

19.7 Storage, Encryption and Regions

- (a) all backup data shall be encrypted in transit and at rest;
- (b) storage locations shall be within agreed geographic regions unless otherwise specified;
- (c) immutability shall be applied where supported and agreed; and
- (d) the Customer acknowledges that storage, retention and immutability configurations may affect cost and performance.

19.8 Exclusions

The following are excluded unless expressly agreed:

- (a) forensic investigation, legal hold or eDiscovery services;
- (b) recovery of data not successfully backed up or corrupted prior to backup;
- (c) unsupported systems or platforms;
- (d) third-party SaaS backups not specified in the Order Form;
- (e) application rebuild or configuration beyond supported restore capabilities; and
- (f) non-standard or bespoke backup workflows.

19.9 Charges, Billing and Termination

- (a) Charges shall be as set out in the Order Form and may be based on devices, storage or usage;
- (b) additional charges may apply for data transfer, storage egress, seeding or large-scale restores; and
- (c) upon termination, the Customer may request data export within a defined period, subject to applicable charges.

19.10 Data Protection and Security

- (a) data protection obligations shall be as set out in clause 25;
- (b) backup data shall be processed and retained in accordance with agreed policies;
- (c) G4CL shall maintain appropriate security measures and sub-processor transparency; and
- (d) G4CL shall notify the Customer of any Personal Data Breach without undue delay.

19.11 Liability

Liability shall be subject to clause 22.

G4CL shall not be liable for:

- (a) failure to meet RPO/RTO due to Customer environment limitations;
- (b) data loss where backups have not successfully completed;
- (c) corruption or compromise of data prior to backup;
- (d) Customer failure to implement recommended configurations (including immutability); or
- (e) third-party platform failures or limitations.

19.12 Variation

Any changes to scope, retention, storage, workloads or service levels shall be agreed in writing and may result in changes to Charges.

19.13 Immutability is recommended but does not guarantee protection against all ransomware or malicious activity.

19.14 Successful backup completion is dependent on system availability, connectivity and configuration.

19.15 Restore requests will be prioritised based on severity and business impact.

19.16 Cross-border data transfers may occur where required for service delivery unless otherwise agreed.

20. HARDWARE SUPPORT AND WARRANTY

For the purposes of this clause 20 only, "Maintenance Services" means the repair or replacement of Equipment on a like-for-like basis, using new or reconditioned parts or Equipment as G4CL considers appropriate, and only in respect of Equipment that is covered by a valid manufacturer's warranty or active Extended Warranty. Maintenance Services do not cover Equipment that is out of warranty, legacy Equipment, or any repair arising from circumstances outside G4CL's control or excluded under these Conditions.

20.1 Scope of Hardware Support

(a) G4CL's hardware support obligations under any Contract are limited solely to Equipment that is covered by a valid manufacturer's warranty or an active Extended Warranty provided by G4CL in accordance with these Conditions. G4CL shall have no obligation to provide support, maintenance, repair, or replacement in respect of any Equipment that falls outside of warranty coverage.

(b) For the avoidance of doubt, G4CL does not support legacy Equipment that is no longer covered by a manufacturer's warranty and in respect of which no Extended Warranty has been purchased. Where a Customer is in possession of such Equipment, G4CL reserves the right to exclude it from the scope of any Support Services, Maintenance Services, or IT Support Services provided under the Contract.

(c) Where G4CL determines, in its reasonable opinion, that Equipment falls outside the scope of supported hardware as set out in this clause, G4CL shall notify the Customer accordingly. The Customer acknowledges and accepts that continued use of unsupported Equipment is at the Customer's own risk and that G4CL shall have no liability whatsoever for any loss, damage, downtime, or

failure arising from or in connection with such Equipment.

20.2 Extended Warranty

- (a) Upon the expiry of the manufacturer's warranty applicable to any Equipment supplied by or supported by G4CL, G4CL will offer the Customer an Extended Warranty in respect of that Equipment. The Extended Warranty will be charged on a monthly basis and will commence automatically on the date the manufacturer's warranty expires, unless the Customer notifies G4CL in writing no later than 30 days prior to the expiry date that it does not wish to take up the Extended Warranty.
- (b) The Extended Warranty will cover the Equipment on a like-for-like basis in accordance with the Maintenance Service Levels applicable to the relevant Contract, subject always to the exclusions set out in clause 4.8 of these Conditions.
- (c) The monthly charges applicable to the Extended Warranty for each item of Equipment shall be as notified by G4CL in writing. The Customer is responsible for checking the applicable charges prior to the commencement of the Extended Warranty period. G4CL shall use reasonable endeavours to notify the Customer of the charges applicable to the Extended Warranty no less than 30 days prior to the expiry of the relevant manufacturer's warranty.
- (d) G4CL reserves the right to vary the Extended Warranty charges from time to time. Any variation in charges will be communicated to the Customer in accordance with the notice provisions set out in clause 23.11 of these Conditions. The annual CPI plus 4.9% increase mechanism set out in clause 28.5 of these Conditions shall also apply to Extended Warranty charges.
- (e) The Extended Warranty shall continue on a rolling monthly basis until terminated by either party giving no less than 30 days' written notice. Termination of the Extended Warranty by the Customer will result in the relevant Equipment falling outside the scope of G4CL's supported hardware with immediate effect upon expiry of the notice period, and clause 20.1.2 of these Conditions shall apply accordingly.
- (f) Where the Customer elects not to take up the Extended Warranty in respect of any item of Equipment, or where the Extended Warranty is terminated, G4CL shall have no obligation to provide any support, maintenance, or repair services in relation to that Equipment and shall not be liable for any failure, loss, or disruption arising from or connected with it.

20.3 Legacy Equipment

- (a) G4CL has historically maintained certain Equipment that falls outside the scope of standard warranty coverage ("Legacy Equipment"). With effect from the date these Conditions take effect, G4CL will no longer accept new obligations to support Legacy Equipment and any existing support arrangements in respect of Legacy Equipment will be subject to review and may be withdrawn by G4CL on no less than 90 days' written notice to the Customer.
- (b) The Customer acknowledges and accepts that the ongoing maintenance of Legacy Equipment presents operational, technical, and commercial challenges that make continued support unviable. G4CL's decision to withdraw support from Legacy Equipment shall not constitute a breach of contract, and the Customer shall not be entitled to any refund, credit, or compensation solely as a result of such withdrawal, provided that the required notice period has been given.
- (c) G4CL strongly recommends that Customers with Legacy Equipment consider upgrading to current supported hardware. G4CL will use reasonable endeavours to assist Customers in identifying appropriate replacement Equipment and transitional arrangements where requested.

20.4 Charges and Publication of Pricing

- (a) All charges applicable to Extended Warranties, and any other hardware support services provided under these Conditions, shall be as notified by G4CL in writing. The Customer accepts responsibility for reviewing current pricing prior to the commencement or renewal of any Extended Warranty or support arrangement.
- (b) G4CL reserves the right to update published pricing at any time, subject always to the notice requirements set out in clause 23.11 of these Conditions. Updated pricing will be communicated to the Customer and shall apply to Extended Warranty charges from the date specified in the relevant notice.
- (c) All charges are exclusive of VAT, which shall be payable in addition at the prevailing rate. Payment terms for Extended Warranty charges shall be in accordance with clause 23 of these Conditions.
- (d) **Hardware Disposal — General.** Where G4CL removes, replaces, or collects any Equipment or hardware from the Customer's premises in connection with any Services provided under the

Contract, a disposal charge may apply. All applicable hardware disposal charges are set out in G4CL's Tariff, as notified by G4CL in writing. The Customer accepts responsibility for reviewing the Tariff and the applicable disposal charges prior to requesting or agreeing to any Equipment removal, return, or disposal activity. All hardware disposal charges are exclusive of VAT, which shall be payable in addition at the prevailing rate.

(e) **Hard Drive and Data-Bearing Device Disposal — Mandatory Charge.** Where G4CL removes, replaces, or otherwise handles any hard drive, solid state drive, or other data-bearing storage device (together "Data-Bearing Devices") belonging to or previously used by the Customer, regardless of whether that device is in warranty, out of warranty, or at end of life, G4CL will carry out secure destruction and disposal of that device as a mandatory service. Secure disposal of Data-Bearing Devices is mandatory because such devices contain or may contain sensitive, personal, or confidential data and must be disposed of in accordance with applicable data protection legislation and recognised industry standards (including, where applicable, HMG IS5 Baseline or equivalent). The charge for secure disposal of Data-Bearing Devices is set out in G4CL's Tariff, as notified by G4CL in writing. The Customer is responsible for reviewing the Tariff prior to requesting or accepting any Data-Bearing Device disposal service. The charge shall cover the cost of physical destruction, handling, certified disposal, and the issuance of a Certificate of Destruction to the Customer upon request.

(f) **Customer Refusal of Disposal Charge — Transfer of Responsibility.** Where the Customer is unwilling to accept or pay the applicable disposal charge for any Data-Bearing Device or other Equipment hardware:

- (i) G4CL shall have no obligation to carry out secure disposal or destruction of that device or hardware;
- (ii) the Customer accepts sole and full responsibility for the secure destruction and lawful disposal of the relevant device or hardware, including full compliance with all applicable data protection laws (including UK GDPR and the Data Protection Act 2018), environmental regulations, and any other applicable legislation governing the disposal of electronic waste;
- (iii) the Customer acknowledges that any failure to securely dispose of a Data-Bearing Device may constitute a Personal Data Breach under clause 25 of these Conditions and that the Customer shall be solely liable for any regulatory fines, penalties, enforcement action, third-party claims, or reputational harm arising from such failure; and
- (iv) G4CL shall have no liability whatsoever in respect of any data remaining on, or any consequences arising from the disposal or retention of, any device where the Customer has declined G4CL's disposal service. The Customer's refusal to accept the disposal charge must be confirmed in writing. Where no written confirmation is received, G4CL will proceed with its standard secure disposal service and invoice the Customer accordingly.

21. CUSTOMER PORTAL

21.1 Definitions

For the purposes of this Clause:

"Customer Portal" or "Portal" means the web-based self-service portal made available by G4CL to the Customer, through which the Customer may access service information, support tickets, invoices, service requests, account data, reports, and such other features and functionality as G4CL may make available from time to time.

For the purposes of this clause 21, "Portal User", "Portal Administrator" and "Portal Access Credentials" have the meanings given to them in clause 1.1 of these Conditions.

"Portal Access Credentials" means the unique username, password, multi-factor authentication details, or other access credentials issued to or created by a Portal User to enable access to the Customer Portal.

21.2 Provision of Portal Access

- (a) Subject to the terms of the Contract, G4CL shall use reasonable endeavours to make the Customer Portal available to the Customer

during the term of the Contract. Access to the Customer Portal is a supplementary service provided by G4CL to assist the Customer in managing and monitoring its Services and does not form part of the core Services unless expressly stated in the Order Form. The provisions of clause 24 (Confidentiality) and clause 22 (Limitation of Liability) apply to the Customer Portal and to G4CL's provision of Portal access. Where any Portal-related claim engages questions of liability, clause 22 shall apply and shall take precedence over any overlapping liability provisions elsewhere in these Conditions.

(b) G4CL shall provision Portal Access Credentials for the initial Portal Administrator nominated by the Customer upon or shortly after the Commencement Date, or at such other time as G4CL may determine. The Customer shall be responsible for completing any onboarding steps required by G4CL to activate Portal access.

(c) G4CL reserves the right to modify, suspend, or withdraw the Customer Portal (or any feature or functionality within it) at any time, including for maintenance, security, technical, or operational reasons. G4CL shall use reasonable endeavours to provide advance notice of any planned downtime or material changes to Portal functionality where practicable, but is not obliged to do so where suspension is required to address an urgent security or operational issue.

(d) G4CL does not guarantee that the Customer Portal will be available at all times or free from errors, and shall not be liable for any loss or inconvenience arising from Portal unavailability except to the extent caused by G4CL's negligence or wilful default. The Customer Portal is provided on an "as is" and "as available" basis, subject to the limitations set out in clause 22. Where G4CL agrees any specific availability commitment or service level in relation to the Customer Portal, such commitment shall be set out in the Order Form or in the applicable Service Level Agreement published at <https://www.global4.co.uk/download/slas-and-escalations/> and updated from time to time.

(e) Access to the Customer Portal is provided to the Customer and its Portal Users only. The Customer shall not permit any third party to access the Portal using the Customer's Portal Access Credentials or otherwise, without G4CL's prior written consent.

21.3 Portal Administrator and User Management

(a) The Customer shall nominate at least one Portal Administrator prior to, or promptly following, the activation of Portal access. The Portal Administrator shall be the Customer's primary point of contact for all matters relating to Portal user management and shall have authority to act on the Customer's behalf in connection with this clause 21.

(b) The Customer shall promptly notify G4CL of any change to its nominated Portal Administrator, including the identity and contact details of any replacement, in writing to G4CL's designated support channels. Until such notification is received and confirmed by G4CL, the previously nominated Portal Administrator shall be treated as the Customer's authorised representative for all Portal-related matters.

(c) Requests for new Portal Users to be added shall be submitted to G4CL by the Portal Administrator via G4CL's designated support channels or, where such functionality is made available, directly through the Customer Portal. G4CL shall use reasonable endeavours to provision new Portal Users within a reasonable timeframe following receipt of a duly completed request, subject to any identity verification or other checks that G4CL may reasonably require.

(d) G4CL reserves the right to limit the number of Portal Users per Customer account, as set out in the Order Form or as otherwise notified to the Customer from time to time. Where additional Portal User accounts are required beyond any agreed limit, additional charges may apply in accordance with the Tariff as notified by G4CL in writing.

21.4 Customer Obligations: New Users and Leavers

(a) The Customer shall notify G4CL promptly, and in any event within two (2) Business Days, when any of the following events occur in relation to a Portal User:

(i) a new individual requires access to the Customer Portal (whether as a new employee, contractor, or otherwise authorised user of the Customer);

(ii) an existing Portal User leaves the Customer's employment or engagement, or ceases to require access to the Customer Portal for any reason, including changes of role, departure, resignation, dismissal, retirement, or expiry of a contract of engagement;

(iii) an existing Portal User's role, responsibilities, or level of required access changes such that their current Portal access permissions are no longer appropriate; or

(iv) the Portal Administrator becomes aware that a Portal User's Portal Access Credentials have been or may have been compromised, shared, or otherwise used without authorisation.

The Customer acknowledges that a failure to notify G4CL of a leaver in a timely manner may result in a former employee or contractor retaining access to the Customer Portal and to potentially sensitive information held within it. The Customer accepts full responsibility for any such access and for any consequences arising from the Customer's failure to comply with the notification obligation in clause 21.4(a)(ii). Where a failure to deprovision a Portal User results in, or contributes to, a Personal Data Breach (as defined in applicable data protection law and clause 25), the Customer's obligations under clauses 24 and 25 and the breach notification provisions of clause 25 shall apply accordingly.

(b) G4CL shall use reasonable endeavours to disable a Portal User's access promptly following receipt of a valid deprovisioning request from the Portal Administrator. G4CL shall not be responsible for any unauthorised access to the Customer Portal occurring during the period between the Customer's obligation to notify arising under clause 21.4(a) and G4CL's receipt of the Customer's notification.

21.5 Customer Obligations: Accuracy of Portal Information

(a) The Customer shall review the information displayed within the Customer Portal on a regular basis and shall notify G4CL without undue delay if any information displayed within the Portal appears to be inaccurate, incomplete, or misleading, including (without limitation) in relation to:

(i) service details, descriptions, or contract information relating to the Services the Customer receives from G4CL;

(ii) invoice or billing information, including charges, payment status, or account balances;

(iii) support ticket status, history, or resolution information; or

(iv) customer account details, contact information, or site information held within the Portal.

(b) Information displayed within the Customer Portal is provided for reference purposes and is derived from G4CL's internal systems. Whilst G4CL takes reasonable steps to ensure the accuracy of information presented in the Portal, it does not warrant that such information is complete, up to date, or free from error at all times. In the event of any discrepancy between information displayed in the Customer Portal and G4CL's billing, operational, or contractual records, G4CL's records shall prevail.

(c) The Customer shall not rely solely on information displayed in the Customer Portal for the purposes of making business decisions, dispute resolution, or regulatory compliance. Where reliance on accurate billing or contractual information is required, the Customer should obtain written confirmation from G4CL directly.

21.6 Security and Acceptable Use

(a) The Customer shall ensure that each Portal User keeps their Portal Access Credentials strictly confidential and does not share them with any other person. Each Portal User is responsible for all activity conducted through their Portal account.

(b) The Customer shall not use, or permit Portal Users to use, the Customer Portal:

(i) in any way that is unlawful, fraudulent, or that infringes the rights of any third party;

(ii) to attempt to gain unauthorised access to any part of the Portal or to any systems, networks, or data accessible through or connected to the Portal;

(iii) to transmit any harmful, offensive, or disruptive content or to introduce any malware, virus, or other malicious code; or
 (iv) in a manner that could damage, overload, or otherwise impair the availability or performance of the Portal or G4CL's underlying systems and infrastructure.

(c) The Customer is liable to G4CL for all acts and omissions of Portal Users in connection with their use of the Customer Portal, to the same extent as if those acts or omissions were the Customer's own. The Customer shall indemnify and hold harmless G4CL against all losses, costs, claims, and liabilities arising from any misuse of the Customer Portal by a Portal User or any other person accessing the Portal using the Customer's Portal Access Credentials.

(d) G4CL may, at its sole discretion and without prior notice, suspend or revoke any Portal User's access where G4CL reasonably believes that a security incident has occurred, that the Portal Access Credentials have been compromised, or that the Portal is being used in breach of this clause 21.6. G4CL shall notify the Portal Administrator as soon as reasonably practicable following any such suspension.

21.7 Data Protection

(a) G4CL will process Personal Data relating to Portal Users in accordance with clauses 24 and 25 and the [Privacy Policy](#). This includes the processing of names, email addresses, and access log data necessary for the administration, security, and operation of the Customer Portal. The Customer warrants that it has all necessary consents and lawful bases in place to permit G4CL to process such data.

(b) G4CL may maintain audit logs of Portal User activity for security monitoring, fraud prevention, and operational purposes. Such logs may be retained for such periods as G4CL considers appropriate, subject to applicable data protection law.

21.8 Termination of Portal Access

(a) G4CL may terminate or suspend the Customer's access to the Customer Portal at any time upon termination or expiry of the Contract, or earlier in the event of a material breach of this clause 21 by the Customer or any Portal User.

(b) Upon termination of Portal access for any reason, all Portal Access Credentials shall immediately cease to be valid and the Customer shall ensure that all Portal Users are informed accordingly. The Customer shall have no continuing right to access any data held within the Portal following termination, except where otherwise agreed in writing or required by law.

(c) G4CL may delete Customer Portal data associated with the Customer's account following a reasonable retention period post-termination, in accordance with G4CL's then-current data retention policies and applicable law.

21.9 Intellectual Property

(a) All intellectual property rights in the Customer Portal, including its design, software, structure, and content originated by G4CL, are and shall remain the exclusive property of G4CL or its licensors. The Customer is granted a limited, non-exclusive, non-transferable licence to access and use the Customer Portal solely for the purposes of managing and monitoring the Services provided by G4CL under the Contract. No other rights are granted.

(b) The Customer shall not attempt to copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works from any part of the Customer Portal.

21.10 Third-Party Platforms

(a) The Customer Portal may be delivered in whole or in part through third-party platforms, software, or cloud infrastructure. G4CL shall not be responsible for any failure, unavailability, or degradation of Portal functionality arising from the acts or omissions of any such third-party provider. The availability and functionality of the Portal is therefore subject to the terms and availability of any underlying third-party platforms used by G4CL.

(b) Where authentication to the Customer Portal is provided via a single sign-on (SSO) or federated identity mechanism, including Microsoft Azure Active Directory or equivalent, the Customer is

responsible for maintaining the security and integrity of its own identity provider environment. G4CL shall not be liable for any unauthorised Portal access arising from a compromise of the Customer's own identity infrastructure.

22. LIABILITY AND LIMITATION OF LIABILITY

22.1 Nothing in this Contract limits or excludes liability for:

- (a) death or personal injury caused by negligence or the negligence of G4CL's employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (d) any other liability that cannot be excluded or limited by applicable law.

22.2 To the fullest extent permitted by law, G4CL is not liable for any indirect, consequential or special loss, including but not limited to:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of business or contracts;
- (d) loss of anticipated savings;
- (e) loss or corruption of data; or
- (f) loss of goodwill or reputation.

22.3 Subject to clause 22.1, G4CL's total aggregate liability to the Customer is limited and subject to the tiered caps set out in clause 22.6.

22.4 The Customer shall indemnify and keep indemnified G4CL against all claims, losses, damages and expenses arising from:

- (a) the Customer's misuse of the Services;
- (b) breach of the Contract by the Customer; or
- (c) violation of applicable laws or third-party rights by the Customer.

22.5 Any claim arising under the Contract must be brought within 12 months of the event giving rise to the claim.

22.6 Multiple claims arising from the same event or series of related events shall be treated as one claim for the purposes of the liability cap:

- (a) For general claims not falling within (b), (c) or (d) below, G4CL's aggregate liability shall not exceed 100% of the total Charges paid by the Customer in the twelve (12) months immediately preceding the event giving rise to the claim in respect of the Services to which the claim relates.

(b) For claims arising from or in connection with a breach of data protection obligations (including the UK GDPR and the Data Protection Act 2018), G4CL's aggregate liability shall not exceed 150% of the total Charges paid by the Customer in the twelve (12) months immediately preceding the event giving rise to the claim.

(c) For claims arising from a breach of the confidentiality obligations in clause 24 of these Conditions, G4CL's aggregate liability shall not exceed 200% of the total Charges paid by the Customer in the twelve (12) months immediately preceding the event giving rise to the claim. Where G4CL and the Customer agree in writing that a specific confidentiality obligation is of exceptional commercial sensitivity, liability for breach of that obligation may be uncapped, provided such agreement is recorded in a signed addendum to the Contract.

(d) Nothing in this Contract limits or excludes G4CL's liability for fraud or fraudulent misrepresentation, which shall be uncapped.

22.7 The liability limits in this clause apply regardless of whether the claim is based in contract, tort (including negligence), breach of statutory duty or otherwise.

23. PAYMENT AND CHARGES FOR SERVICES

23.1 The Charges for the Services and/or the Equipment will be charged to and payable by the Customer in accordance with this clause 23. Additional service-specific billing provisions for Fixed Network Services and Data Services are set out in clauses 5 and 6 respectively, and for Mobile Services in clause 10.

23.2 The Charges for the Equipment and Installation Services will be as specified in the Order Form and calculated in accordance with the Contract. Except as otherwise specified in the Order Form, Charges

for Equipment and Installation Services will be payable on Delivery.

23.3 The Customer will pay any deposit specified in the Order Form within seven (7) days of submitting the Order Form to G4CL.

23.4 The Charges for the Maintenance Services will be as specified in the Order Form and calculated in accordance with the Contract.

Except as otherwise specified in the Order Form, Charges for Maintenance Services will be payable monthly in advance with the first payment due on the Commencement Date and continuing to be payable thereafter on each monthly anniversary of the Commencement Date.

23.5 Where clause 4.10 applies in relation to Maintenance Services, G4CL will be entitled to make such additional charges as are calculated in accordance with the Tariff (as updated from time to time).

23.6 G4CL may charge the Customer a call-out fee in accordance with clause 11.22(g) where a call-out occurs as a result of incorrect information provided by the Customer, where access is not provided to G4CL, or where the operative is unable to gain access to the premises within the notified time window.

23.7 The Charges for the Support Services will be as specified in the Order Form and calculated in accordance with the Contract. Except as otherwise specified in the Order Form or these Conditions, Charges for Support Services will be payable monthly in advance with the first payment due on the Commencement Date and continuing to be payable each month thereafter on the same date each month.

23.8 Where Support Services are provided during Out of Hours or at the Customer's premises (or such location as is required by the Customer), the Charges will be calculated by reference to the applicable hourly rates specified in the Order Form, or, if not stated in the Order Form, such hourly rates as specified in the Tariff (as amended from time to time). G4CL may invoice the Customer in respect of such Services rendered, immediately after their provision.

23.9 Where clause 7.11 applies in relation to the Support Services, G4CL will be entitled to make such additional charges as are calculated in accordance with or stipulated in the Tariff.

23.10 Where Charges are calculated according to the Customer's usage, such usage will be determined by reference to G4CL's records, which shall be conclusive evidence in the absence of manifest error and not by reference to any data recorded or logged by the Customer.

23.11 Price Changes. For the avoidance of doubt, the annual CPI increase under clause 28.5 applies automatically and does not require notice under this clause. Subject to clause 28.5, G4CL may increase Charges:

- (a) on not less than 30 days' written notice;
- (b) at any time where required due to increases imposed by Third-Party suppliers (including telecommunications carriers or software providers); or
- (c) to comply with applicable law or regulatory requirements.

Except where an increase arises under clause 23.11(b) or (c), the Customer may terminate the affected Services by giving written notice within 30 days of notification, subject to payment of any accrued Charges. For the avoidance of doubt, the annual CPI increase applied automatically under clause 28.5 does not give the Customer any right to terminate.

23.12 Payment Terms. The Customer will pay each invoice:

- (a) within 10 Days of the invoice date (Net 10 Days), being the Due Date as defined in clause 1.1; and
- (b) by Direct Debit from a UK bank account, in cleared funds, via the Direct Debit Scheme to the bank account nominated by G4CL. Payment by Direct Debit is G4CL's standard and preferred method of collection. G4CL will collect payment on the Due Date, or if the Due Date falls on a non-Working Day, on the next Working Day. Where payment is not made by Direct Debit, G4CL reserves the right to apply an administration charge in accordance with clause 23.22 and the Tariff.

23.13 Where any payment is overdue, G4CL may, in its sole discretion and at such time as it considers appropriate, issue a

written notice of intended suspension to the Customer. G4CL shall be entitled to suspend any or all of the Services upon giving not less than 3 Business Days' written notice following such a payment failure. G4CL is under no obligation to suspend Services within any particular timeframe following non-payment and may, at its discretion, continue to provide Services to an account in arrears without waiving its right to suspend at a later date. The exercise of discretion to delay or withhold suspension in respect of one account shall not create a precedent or obligation to do the same in respect of any other account or any subsequent failure to pay. The Customer acknowledges that all payment obligations are of the essence and that any overdue amount entitles G4CL to exercise its suspension rights under this clause at any time.

23.14 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT) at the applicable rate. The Customer will pay to G4CL such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

23.15 G4CL will not be required to consider claims for billing adjustments more than six (6) months after the date of the relevant invoice, unless required by law.

23.16 If the Customer fails to make any payment due to G4CL under the Contract by the due date for payment, then the Customer will pay interest on the overdue amount at the rate of 4% per annum above the base rate of HSBC Bank plc from time to time or, if higher, the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer will pay the interest together with the overdue amount.

23.17 The Customer will pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). G4CL may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by G4CL to the Customer.

23.18 G4CL may exercise a lien over any equipment belonging to the Customer in G4CL's possession, for all monies payable by the Customer to G4CL.

23.19 Failure by G4CL to invoice promptly shall not constitute a waiver of its right to invoice at a later date, including where Charges relate to historical usage, system errors or delayed third-party billing.

23.20 Additional Charges

One-Off and Ad Hoc Charges. Charges for one-off activities, including but not limited to installation services, hardware supply, professional services fees, engineering attendance, project management, configuration, commissioning, and other non-recurring activities (together "One-Off Charges"), shall be invoiced by G4CL on or promptly following delivery of the relevant goods or completion of the relevant activity (the "Delivery Invoice Date"). The Customer shall pay all One-Off Charges within 10 Working Days of the Delivery Invoice Date (Net 10 Working Days). One-Off Charges are not subject to the monthly Direct Debit collection cycle described in clause 23.12 and may be collected by Direct Debit or invoiced separately for payment by such other method as G4CL may specify at the time of invoicing. For the avoidance of doubt, time for payment of One-Off Charges is of the essence in accordance with clause 23.24.

Subject to the Contract and applicable law, G4CL reserves the right to levy reasonable additional Charges in accordance with this Agreement and its applicable tariffs, including (without limitation) in respect of:

- (a) the provision of paper-based invoices or billing documentation;
- (b) late payment, including any applicable interest and/or administrative fees;
- (c) the suspension and/or subsequent reconnection of Services;
- (d) payments made other than by Direct Debit, including any

associated processing or administrative fees;

(e) engineer call-outs where no fault is found with the Services, or where the Customer fails to provide adequate access, facilities, or information as reasonably required, including but not limited to safe working conditions, appropriate site access, and compliance with applicable Health and Safety legislation and requirements; and

(f) Services provided outside Standard Business Hours and/or delivered on-site at the Customer's premises.

(g) excessive, abnormal or fraudulent usage of the Services.

23.21 G4CL reserves the right to recover all reasonable costs and expenses (including legal and debt recovery costs) incurred as a result of the Customer's breach of the Contract.

23.22 Direct Debit is G4CL's standard method of payment for all recurring Charges. The Customer shall set up and maintain a valid Direct Debit mandate in favour of G4CL prior to or upon the Commencement Date, and shall keep such mandate in force at all times during the term of the Contract. G4CL may withhold or suspend the commencement or continuation of Services where no valid Direct Debit mandate is held. Where the Customer fails to maintain a valid mandate or where a Direct Debit is returned unpaid, G4CL reserves the right to: (a) apply a returned payment charge in accordance with the Tariff; (b) require payment of outstanding amounts by an alternative method within 5 Working Days; and (c) treat the failure as a material breach entitling G4CL to suspend or terminate Services in accordance with clause 27. All Charges payable by Direct Debit will be collected in accordance with the Direct Debit Scheme rules operated by Bacs Payment Schemes Limited.

23.23 G4CL may perform credit checks on the Customer and require deposits or guarantees both prior to and during the term of the Contract.

23.24 G4CL may correct billing errors at any time within a reasonable period, including by issuing amended invoices.

23.25 The Customer agrees to any minimum monthly spend specified in the Order Form.

23.26 The Customer may not withhold, defer or reduce payment of any undisputed Charges for any reason.

23.27 All payment obligations shall survive termination or expiry of the Contract.

23.28 The Customer hereby acknowledges, accepts and agrees that it is a condition of this Agreement that G4CL's undertaking to pay the Settlement Charge is subject to G4CL receiving the Customer's properly drawn invoice for the Settlement Charge within 12 (twelve) months of the Order date.

24. CONFIDENTIALITY

24.1 Confidential Information means any information disclosed by one party to the other in connection with the Contract, whether in writing, orally, electronically or by any other means, that is marked as confidential or that ought reasonably to be regarded as confidential.

24.2 Each party (the "Receiving Party") must keep in strict confidence all Confidential Information of the other party (the "Disclosing Party") and must not disclose it to any Third Party except as permitted under this clause 24.

24.3 A party may disclose Confidential Information:

- (a) to its employees, officers, professional advisers, subcontractors or affiliates who need to know the information for the purposes of performing the Contract;
- (b) where required by law, regulation or court order; or
- (c) with the prior written consent of the other party.

24.4 Each party must take reasonable steps to protect the confidentiality of the other party's Confidential Information.

24.5 Confidential Information does not include information that:

- (a) is publicly available other than through a breach of the Contract;
- (b) was lawfully known to the receiving party before disclosure;
- (c) is lawfully obtained from a third party without restriction; or
- (d) is independently developed without reference to the Confidential Information.

24.6 Confidential Information must only be used for the purposes of performing obligations under the Contract.

24.7 Upon termination of the Contract, each party must return or securely destroy the other party's Confidential Information upon request, unless retention is required by law or regulatory obligations.

24.8 The obligations in this Clause continue for a period of five (5) years following termination of the Contract, except for trade secrets which remain confidential indefinitely.

24.9 A party may disclose Confidential Information to its insurers, auditors or professional advisers, provided such persons are subject to confidentiality obligations.

24.10 Nothing in this Clause prevents either party from using general knowledge, skills or experience retained in the unaided memory of its personnel, provided that no Confidential Information is disclosed.

24.11 Neither party may issue press releases or public announcements relating to the Contract without the prior written consent of the other party.

24.12 Data Protection. The parties' respective data protection obligations are set out in clause 25 of these Conditions. Where the parties have entered into a separate Data Processing Agreement ("DPA"), that DPA is incorporated into and forms part of this Contract. In the event of any conflict between clause 25 and the DPA, the DPA shall prevail in respect of data protection matters.

25. DATA PROTECTION

25.1 Each party must comply with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018.

25.2 The parties acknowledge that, in relation to personal data processed under the Contract:

- (a) the Customer is the data controller; and
- (b) G4CL acts as a data processor, except where G4CL determines the purposes and means of processing.

25.3 G4CL will process personal data only on the documented instructions of the Customer, unless required to do otherwise by law.

25.4 G4CL must ensure that persons authorised to process personal data are subject to appropriate confidentiality obligations.

25.5 G4CL will implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage.

25.6 G4CL may appoint sub-processors to assist in delivering the Services, provided that:

- (a) G4CL imposes equivalent data protection obligations on the sub-processor; and
- (b) G4CL remains responsible for the acts and omissions of its sub-processors.

25.7 Where personal data is transferred outside the United Kingdom, G4CL will ensure that appropriate safeguards are in place, including approved contractual mechanisms where required.

25.8 G4CL will provide reasonable assistance to the Customer in responding to data subject rights requests where required.

25.9 G4CL shall notify the Customer without undue delay and, where feasible, within 48 hours of becoming aware of a confirmed Personal Data Breach affecting Customer Personal Data.

25.10 Upon termination of the Contract, G4CL will delete or return personal data to the Customer, unless retention is required by law.

25.11 The Customer warrants that it has all necessary rights, consents and lawful bases required to permit the processing of personal data by G4CL.

25.12 The details of personal data processing activities are set out in the Data Processing Agreement entered into between the parties, which forms part of the Contract. Where no separate Data Processing Agreement has been executed, the provisions of clause 25 shall apply and G4CL shall process Personal Data only to the extent necessary to deliver the Services.

25.13 G4CL may charge reasonable costs for assistance with data protection obligations that fall outside the scope of the Services.

25.14 G4CL is not responsible for personal data breaches arising from the Customer's instructions or failure to comply with applicable

data protection laws.

26. FORCE MAJEURE

26.1 Definition. For the purposes of this Contract, a "Force Majeure Event" means any event or circumstance beyond the reasonable control of G4CL which prevents or delays the performance of its obligations, including (without limitation):

- (a) strikes, lock-outs, or other industrial disputes (whether involving G4CL's workforce or any third party);
- (b) failure or interruption of utility services or telecommunications infrastructure, including street cabling, networks, data centres, or underlying carrier services;
- (c) failure of transport networks;
- (d) acts of God, including fire, flood, storm, or other natural disasters;
- (e) war, riot, civil commotion, malicious damage, or terrorism;
- (f) compliance with any applicable law or governmental order, rule, regulation, or direction;
- (g) accident, breakdown of plant or machinery; or
- (h) default or failure of suppliers, subcontractors, or utility providers.
- (i) cyber attacks, widespread internet disruption, backbone network failures, and failures of cloud infrastructure providers, to the extent they are outside the reasonable control of the affected party.

26.2 Relief from Liability. G4CL shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. G4CL shall use reasonable endeavours to mitigate the effect of the Force Majeure Event and to resume full performance of its obligations as soon as reasonably practicable.

26.3 Termination for Extended Force Majeure. If a Force Majeure Event continues for a period of more than sixty (60) days and materially affects the provision of the Services, either party may terminate the affected Services on written notice. Such termination shall not affect: (a) any rights, remedies, obligations or liabilities accrued prior to termination; (b) the Customer's obligation to pay Charges incurred prior to termination; or (c) any early termination charges, recovery of subsidies, Hardware Fund payments, claw-backs or other sums payable under the Contract.

26.4 G4CL may suspend the affected Services for the duration of the Force Majeure Event.

26.5 Lack of funds shall not constitute a Force Majeure Event.

26.6 Notification. The party affected by a Force Majeure Event must notify the other party as soon as reasonably practicable after becoming aware of it, providing reasonable details of the nature and expected duration of the event.

26.7 Customer Force Majeure. Where the Customer is also prevented or delayed from performing its obligations under the Contract by a Force Majeure Event, the Customer shall likewise not be liable for such failure or delay, provided it complies with the notification obligation in clause 26.6 and uses reasonable endeavours to mitigate the effects and resume performance. Nothing in this clause relieves the Customer of its obligation to pay Charges that fell due prior to the Force Majeure Event.

26.8 The Customer shall remain liable for all Charges incurred prior to the Force Majeure Event and for any Services provided during the period of disruption.

26.9 Force Majeure does not relieve the Customer from its obligation to pay Charges that fell due prior to the Force Majeure Event, recurring fees, or other amounts that had accrued due under the Contract.

27. TERMINATION

27.1 Either party may terminate the Contract or any affected Services by giving written notice if the other party commits a material breach of the Contract and, where such breach is capable of remedy, fails to remedy that breach within thirty (30) days after receiving written notice requiring it to do so.

27.2 Either party may terminate the Contract immediately by written notice if the other party:

- (a) enters into liquidation, administration or receivership, other than

for the purpose of a solvent amalgamation or reconstruction;

- (b) ceases, or threatens to cease, carrying on all or a substantial part of its business;

- (c) is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

- (d) commences negotiations with any class of its creditors with a view to rescheduling its indebtedness, or enters into any compromise or arrangement with its creditors (other than for the purpose of a solvent restructuring);

- (e) has a petition presented, notice issued, resolution passed, or order made for or in connection with its winding up (other than for the purpose of a solvent restructuring);

- (f) has an application made to court, or an order made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed over it;

- (g) has a creditor or encumbrancer attach or take possession of, or has any distress, execution or other legal process levied against, any of its assets, and such process is not discharged within ten (10) Business Days; or

- (h) takes or suffers any action analogous to any of the foregoing in any jurisdiction.

27.3 Subject to any service-specific provisions relating to renewal or notice periods, either party may terminate the relevant Services upon expiry of the applicable Minimum Term by giving not less than ninety (90) days' prior written notice.

27.4 If:

- (a) the Customer terminates the Contract or any Services before expiry of the applicable Minimum Term; or

- (b) G4CL terminates the Contract or any Services as a result of the Customer's breach,

the Customer shall immediately pay:

- (i) all outstanding Charges and other sums due under the Contract; and

- (ii) Early Termination Charges equal to the Charges that would have been payable for the remainder of the applicable Minimum Term, including any recurring Charges, committed licence fees, third-party supplier charges, carrier charges, hosted service charges, hardware subsidy recovery costs and any applicable discounts previously applied.

27.5 G4CL may suspend the Services, without liability, where the Customer:

- (a) fails to pay any undisputed Charges when due;

- (b) breaches the Contract;

- (c) misuses the Services; or

- (d) acts in a manner which, in G4CL's reasonable opinion, may adversely affect the integrity, security or operation of the Services or any network.

27.6 G4CL may terminate the Contract or any affected Services immediately upon written notice if the Customer fails to pay any undisputed Charges within thirty (30) days of the due date.

27.7 Upon termination or expiry of the Contract:

- (a) the Customer's right to use the Services shall immediately cease;

- (b) all outstanding Charges and accrued liabilities shall become immediately due and payable;

- (c) each party shall return or securely destroy the Confidential Information of the other party, subject to any legal or regulatory retention obligations; and

- (d) the Customer shall promptly cease using any software, licences, hosted services or intellectual property provided under the Contract except to the extent expressly permitted by the applicable third-party licence terms.

27.8 The Customer shall promptly return any Equipment owned by G4CL, including (without limitation) networking hardware, routers, firewalls, mobile devices, handsets, access cards and SIM cards, in accordance with the applicable provisions of the Contract.

27.9 The Customer may request reasonable assistance from G4CL to retrieve or transition Customer data following termination, subject to payment of G4CL's applicable Charges and professional services rates.

27.10 Clauses relating to payment, confidentiality, intellectual property, liability, data protection, indemnities and any provisions which expressly or by implication are intended to survive termination shall continue in full force and effect following termination or expiry of the Contract.

27.11 Early Termination Charges may include costs, liabilities and commitments incurred by G4CL under agreements with third-party suppliers, carriers, licensors or infrastructure providers relating to the

provision of the Services.

27.12 Termination of one Service shall not automatically terminate any other Services provided under the Contract unless expressly stated otherwise in the applicable Order Form or Service Schedule.

27.13 G4CL may provide off-boarding, exit assistance or migration services to facilitate transition to another provider, subject to additional Charges in accordance with the G4CL's then-current Tariff.

27.14 Unless expressly stated otherwise in the applicable agreement, schedule or Order Form, any off-boarding, exit assistance or service transition activities shall be excluded from the standard recurring Services fees and treated as out-of-scope services. Such activities may include, without limitation:

- (a) transition planning;
- (b) migration assistance;
- (c) configuration export;
- (d) documentation handover;
- (e) knowledge transfer;
- (f) service decommissioning;
- (g) supplier coordination; and
- (h) operational transition support.

27.15 Where the Customer requests off-boarding or exit assistance, the parties shall agree in writing the applicable scope of work, assumptions, dependencies, timescales and Charges in advance. G4CL shall have no obligation to commence such activities until the relevant scope and Charges have been agreed in writing by both parties. Unless otherwise agreed in writing, all such services shall be provided on a time-and-materials basis in accordance with G4CL's then-current Tariff.

27.16 Unless otherwise required by law or expressly agreed in writing, G4CL may delete or dispose of retained backups, configurations, monitoring data, system records, documentation and operational information relating to the Services following termination or expiry of the Contract in accordance with G4CL's applicable retention and disposal policies. The Customer shall be responsible for ensuring that any required data, configurations or documentation are requested and retrieved prior to termination or completion of the off-boarding process.

27.17 Upon termination or expiry of the Contract, the Customer shall remain liable for all reasonable decommissioning, disconnection, porting, migration, offboarding and cessation charges incurred by G4CL in connection with the termination or transfer of the Services.

27.18 Termination or expiry of the Contract shall not relieve the Customer of any obligation to pay:

- (a) Early Termination Charges;
- (b) minimum commitment charges;
- (c) recurring Charges accrued up to the effective date of termination; or
- (d) any other sums due or accrued under the Contract prior to or on the date of termination.

27.19 G4CL may, upon termination or expiry of the Contract, immediately suspend or revoke the Customer's access to any Services, systems, platforms, software, licences, portals or hosted environments provided under the Contract.

28. GENERAL TERMS AND CONDITIONS

28.1 In relation to the Services, the Customer:

- (a) shall ensure that all Orders, specifications, configurations, and information supplied to G4CL are complete and accurate;
- (b) shall cooperate with G4CL in all matters relating to the Services;
- (c) shall provide G4CL, its employees, agents, consultants and subcontractors with safe and timely access to the Customer's premises, systems, networks, equipment and facilities as reasonably required;
- (d) shall provide such information and materials as G4CL may reasonably require to supply the Services and shall ensure such information is accurate and complete in all material respects;
- (e) shall prepare its premises and systems for the supply of the Services where applicable;
- (f) shall obtain and maintain all necessary licences, permissions and consents required for the use of the Services;
- (g) acknowledges that G4CL may monitor and record communications for training, quality assurance, compliance, security and service improvement purposes;

(h) acknowledges that G4CL shall not be liable for any failure, interruption or delay in the Services caused by third-party infrastructure, carriers, telecommunications providers, utilities, software vendors or suppliers;

(i) shall cooperate with any lawful request, investigation or regulatory requirement relating to the Services;

(j) shall be responsible for the accuracy of all specifications, plans, instructions and information supplied to G4CL; and

(k) shall comply with all applicable Service Specific Conditions.

28.2 The Customer shall comply with G4CL's Acceptable Use Policy ("AUP") as updated from time to time and made available on the G4CL website.

28.3 If G4CL's performance of any obligation under the Contract is prevented or delayed by a Customer Default (as defined in clause 1.1), then without prejudice to any other rights or remedies available to G4CL:

(a) G4CL shall have no liability to the Customer in respect of any failure or delay in performance to the extent caused by the Customer Default;

(b) G4CL shall be entitled to suspend performance of any or all of its obligations under the Contract until the Customer Default is remedied;

(c) G4CL shall be entitled to recover from the Customer all costs, losses, damages and expenses reasonably incurred by G4CL as a direct result of the Customer Default, including additional labour and third-party charges; and

(d) time for performance of G4CL's obligations shall be extended by such period as is reasonable in the circumstances.

28.4 Without prejudice to any other rights or remedies available to G4CL, G4CL may suspend or restrict any Services immediately where:

- (a) required by law, regulation or any competent authority;
- (b) required by any carrier, supplier or telecommunications provider;
- (c) G4CL reasonably suspects fraudulent, unlawful or abusive use of the Services;
- (d) G4CL reasonably believes the Services are being used in a manner that threatens network integrity, security or service availability; or
- (e) G4CL or any supplier requires access to carry out maintenance, repairs, upgrades or improvements.

28.5 Annual CPI + 4.9%. G4CL may increase the Charges annually by an amount equal to the Consumer Prices Index ("CPI"), plus 4.9%, using the most recently published CPI figure issued by the Office for National Statistics ("ONS") at the date the increase is calculated. The additional 4.9% is applied above the rate of inflation and reflects increases in G4CL's operating, infrastructure, supplier, licensing, employment and other business costs which are not fully reflected by CPI alone. If CPI ceases to be published or is materially altered, G4CL may apply any equivalent successor index published by the ONS or any replacement government body. If the applicable index is negative, Charges shall increase by 4.9% only.

Any increase under this clause shall take effect on each anniversary of the applicable Commencement Date unless otherwise specified in the Order Form.

Any increase applied in accordance with this clause shall not constitute a material change to the Contract and shall not give the Customer any right to terminate the Contract or any affected Services.

28.6 Supplier Cost Increases. Where a Carrier, Third-Party Provider, licensor, cloud provider, software vendor, manufacturer or other supplier used by G4CL increases the charges payable by G4CL in connection with the provision of any Services, G4CL may increase the applicable Charges by an equivalent amount upon giving the Customer not less than thirty (30) days' written notice.

Any increase under this clause shall be limited to the amount reasonably required to reflect the increase imposed on G4CL and shall take effect from the date specified in the notice.

An increase under this clause shall be in addition to, and not in substitution for, any increase permitted under clause 28.5 and shall

not give the Customer any right to terminate the Contract or any affected Services.

28.7 The Customer shall maintain appropriate firewalls, passwords, access controls, endpoint protection, backup procedures and security measures appropriate to the nature of the Services.

28.8 The Customer must notify G4CL of any invoice dispute within fourteen (14) days of the invoice date, clearly identifying the disputed invoice and the reasons for dispute together with reasonable supporting information.

28.9 The Customer shall pay all undisputed amounts by the due date regardless of any invoice dispute.

28.10 No invoice dispute may be raised more than thirty (30) days after the invoice date, after which the invoice shall be deemed accepted and binding.

28.11 Nothing in the Contract limits or excludes liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot lawfully be excluded or limited.

28.12 Assignment and Other Dealings

(a) G4CL may at any time assign, transfer, mortgage, charge, subcontract, delegate, or otherwise deal with any or all of its rights and/or obligations under the Contract (in whole or in part), without the Customer's consent.

(b) The Customer shall not, without the prior written consent of G4CL (such consent not to be unreasonably withheld or delayed), assign, transfer, mortgage, charge, subcontract, declare a trust over, or otherwise deal with any of its rights or obligations under the Contract.

28.13 Notices

(a) Any notice or other communication given under or in connection with the Contract shall be in writing and shall be:

- delivered by hand or sent by pre-paid first-class post (recorded delivery or signed-for service); or
- sent by email (provided that a copy is also sent by pre-paid first-class post),

to the relevant party at its registered office (if a company) or its principal place of business (in any other case), or to such other address as may be notified in writing.

(b) A notice shall be deemed to have been received:

- if delivered by hand, at the time of delivery;
- if sent by pre-paid first-class post, at the time recorded by the delivery service;
- if sent by email, one (1) Business Day after transmission (provided no delivery failure notification is received).

(c) Any notice sent by email to G4CL must be sent to sales@global4.co.uk (or such other email address as notified by G4CL in writing). Notices sent to any other address shall not be deemed validly served.

(d) This clause does not apply to the service of any proceedings or other documents in any legal action.

28.14 Severance

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

(b) If such modification is not possible, the relevant provision or part-provision shall be deemed deleted, and this shall not affect the validity and enforceability of the remainder of the Contract.

(c) The parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid and enforceable provision that, to the greatest extent possible, achieves the intended commercial result.

28.15 Waiver

A waiver of any right or remedy under the Contract or by law shall only be effective if given in writing and shall not constitute a waiver of any subsequent breach or default.

No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise.

28.16 No Partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, or to constitute either party as the agent of the other.

Neither party shall have authority to bind the other in any way.

28.17 Third Party Rights

A person who is not a party to the Contract shall not have any rights to

enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

28.18 Variation

(a) No variation of the Contract shall be effective unless it is in writing and signed by authorised representatives of both parties.

(b) G4CL reserves the right to amend these Conditions from time to time, provided that:

- G4CL gives the Customer reasonable prior written notice of such changes; and
- - where any change has a material adverse effect on the Customer (other than a change arising from the annual CPI increase applied under clause 28.5, which shall not carry a right of termination), the Customer may terminate the affected Services by giving written notice within 30 days of being notified of the change, subject to payment of any accrued Charges.

28.19 Complaints and Dispute Resolution

(a) The Customer shall raise any complaint or dispute in accordance with G4CL's Complaints and Dispute Resolution Procedure, as amended from time to time.

(b) G4CL shall use reasonable endeavours to resolve any complaint or dispute promptly and in good faith.

(c) Details of the applicable procedure and the Customer's rights are set out in G4CL's Complaints and Dispute Resolution Procedure, which is available on request. (d) The parties shall attempt to resolve any dispute through senior management escalation before commencing formal legal proceedings.

28.20 Governing Law and Jurisdiction

(a) The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

(b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

28.21 The Contract may be executed electronically and in counterparts.

28.22 G4CL shall comply with applicable Ofcom General Conditions of Entitlement relevant to the Services.

29. CUSTOMER CANCELLATION AND TRANSFER (SWITCHING) CHARGES

29.1 Where the Customer requests to terminate any Services or transfer (switch) Services to an alternative provider, applicable charges shall apply in accordance with this clause.

29.2 Service Cessation Process

(a) G4CL will provide the Customer with a Cease Request Form setting out the applicable charges associated with the requested termination or transfer.

(b) The Customer will review, authorise and return the signed Cease Request Form to G4CL.

(c) The Customer acknowledges that service cessation may result in loss of service, telephone numbers, or data, for which G4CL shall not be liable.

(d) G4CL shall not be obliged to process any cessation request until such signed authorisation has been received.

(e) However, G4CL reserves the right to proceed with a cessation request without a signed Cease Request Form where:

(i) the request has been initiated by the Customer or a gaining provider; and/or

(ii) G4CL reasonably believes that continuing to provide the Services will result in costs that may not be recoverable.

In such circumstances, all applicable charges shall remain payable by the Customer.

(f) Where applicable, G4CL will suspend the relevant Service 5 Working Days prior to the expected cessation date to ensure the Service is technically ready for full cease. The Customer acknowledges that this suspension period is a necessary step in the cessation process and that the Service will not be available during this period. Charges for the Service will continue to accrue up to and including the cessation date, regardless of the suspension period. For the avoidance of doubt, the suspension of a Service under this clause 29.2(f) shall not constitute a breach of contract by G4CL.

(g) Where G4CL's supplier requires any Equipment to be returned as a condition of the cease, the Customer must ensure that such Equipment is returned to the supplier in accordance with the supplier's requirements and within any timescale notified by G4CL.

Where the Customer fails to return Equipment as required, the supplier may impose a non-return charge on G4CL, which G4CL shall be entitled to pass through to the Customer in full. Any such non-return charge is determined by the relevant supplier and will vary depending on the type and value of the Equipment not returned. G4CL will notify the Customer of any applicable non-return charge as soon as reasonably practicable. For the avoidance of doubt, G4CL shall have no liability for any non-return charge imposed by a supplier as a result of the Customer's failure to comply with this clause 29.2(g).

29.3 Cancellation Charges

Cancellation charges shall include:

- (a) Early termination charges, being all Charges that would have been payable for the remainder of the applicable Minimum Term or Extended Term (as the case may be); and
- (b) the following service cessation fees, applied per Service:
 - (i) a fee per hosted extension, broadband service (including FTTP, FTTC, ADSL), MPLS tail, analogue line, ISDN service or SIP service, as specified in G4CL's then-current Tariff or Cease Request Form;
 - (ii) a fee per leased line circuit as specified in G4CL's then-current Tariff or Cease Request Form;
 - (iii) a fee per mobile connection as specified in G4CL's then-current Tariff or Cease Request Form;
 - (iv) a fee per workstation covered under an IT support or managed services agreement, as specified in G4CL's then-current Tariff or Cease Request Form.

All charges are calculated in accordance with G4CL's then-current Tariff and represent a genuine pre-estimate of loss incurred by G4CL as a result of early termination or transfer.

29.4 Failure to Authorise Cessation

Where:

- (a) a Cease Request Form has been issued; and
- (b) the Customer does not return a signed copy within a reasonable period (not exceeding 30 days); and
- (c) the cessation or transfer request has been initiated or confirmed, G4CL may, upon giving not less than thirty (30) days' written notice, proceed with the cessation of the relevant Services.

All applicable charges shall remain payable.

29.5 Nothing in this clause shall prevent a transfer carried out in accordance with applicable industry switching processes or regulatory requirements.

30. OFFBOARDING AND END OF CONTRACT SERVICES

30.1 Offboarding Services

(a) Upon the termination or expiry of any Contract, whether by effluxion of time, notice, or otherwise, G4CL shall provide such reasonable assistance as is necessary to facilitate the orderly transition of Services away from G4CL ("Offboarding Services"). The Customer acknowledges and accepts that the provision of Offboarding Services requires the deployment of G4CL resource, expertise, and time, and that such services will be chargeable in accordance with these Conditions.

(b) Offboarding Services may include, but are not limited to:

- (i) the porting or transfer of telephone numbers, SIP trunks, and associated services to a new provider;
- (ii) the provision of configuration data, network information, or technical documentation reasonably required by the Customer or its incoming provider to complete the transition;
- (iii) the decommissioning, retrieval, or return of G4CL Equipment;
- (iv) the migration of data, hosted licences, or cloud-based services to an alternative platform or provider;
- (v) the cancellation or transfer of third-party supplier agreements held by G4CL on behalf of the Customer;
- (vi) the provision of technical support to the Customer or its incoming provider during the transition period; and
- (vii) any project management, coordination, or administrative activity reasonably required to complete the offboarding process.

(c) Offboarding Services do not form part of G4CL's standard service obligations under the Contract and will be provided exclusively on the basis set out in these Conditions. G4CL shall have no obligation to commence or continue Offboarding Services until the Customer has confirmed its acceptance of the applicable charges in writing.

30.2 Offboarding Charges

(a) G4CL shall be entitled to charge the Customer for all Offboarding Services provided in connection with the termination or expiry of any Contract. Offboarding charges shall be calculated as follows:

- (i) Project management and administration: charged at G4CL's

standard hourly rates as notified by G4CL in writing, or as otherwise agreed in writing between the parties prior to commencement of the offboarding process;

- (ii) Technical resource: charged at G4CL's standard hourly rates for the relevant technical discipline as notified by G4CL in writing;
 - (iii) Number porting and transfer fees: charged at cost, including any charges levied by Carriers, network operators, or third-party providers in connection with the porting or transfer of numbers and services. The Customer acknowledges that such third-party charges are outside of G4CL's control and may vary;
 - (iv) Data migration and export: charged at G4CL's standard rates for the relevant services as notified by G4CL in writing;
 - (v) Equipment retrieval and decommissioning: charged at cost, including any reasonable courier, logistics, or engineering costs incurred by G4CL in recovering Equipment from the Customer's Site.
- (b) Where the Customer requests Offboarding Services to be carried out outside of G4CL's standard business hours (Monday to Friday, 08:00 to 18:00 (GMT/BST), excluding UK public and bank holidays), an out-of-hours surcharge will apply in accordance with G4CL's standard out-of-hours rates as set out in the Tariff (available on request).

(c) G4CL shall use reasonable endeavours to provide the Customer with an estimate of the anticipated offboarding charges prior to the commencement of Offboarding Services. The Customer acknowledges that such estimates are provided in good faith and are not fixed-price quotations. Where the scope of Offboarding Services changes or unforeseen complexity arises during the offboarding process, G4CL reserves the right to revise the estimated charges accordingly and will notify the Customer as soon as reasonably practicable.

(d) All offboarding charges are exclusive of VAT, which shall be payable in addition at the prevailing rate. G4CL shall invoice the Customer for Offboarding Services on a monthly basis or upon completion of the relevant offboarding activity, at G4CL's discretion. Payment terms shall be in accordance with clause 23 of these Conditions.

(e) The Customer shall remain liable for all charges incurred under any Contract, including any recurring monthly charges, until such time as the relevant Services have been fully ceased and G4CL has confirmed in writing that the offboarding process for those Services is complete. The Customer shall not be entitled to withhold or set off any charges on the basis that Offboarding Services are in progress.

(f) Where G4CL has applied a discount to the charges for Microsoft or other third-party licences supplied to the Customer as part of a bundled arrangement that included IT Support Services provided by G4CL, and the Customer transfers those IT Support Services to a third party or otherwise ceases to receive IT Support Services from G4CL, G4CL reserves the right to adjust the charges for such licences to the applicable manufacturer's recommended retail price (MSRP) plus five per cent (5%). The additional five per cent (5%) reflects the cost to G4CL of administering, managing and supporting those licences in the absence of the associated IT Support Services revenue. G4CL shall notify the Customer in writing of any such adjustment, which shall take effect no earlier than 30 days following the date of that notice. The Customer may elect to transfer the affected licences to an alternative provider within that 30-day notice period, in which case no adjusted charges will apply from the date of transfer.

30.3 Customer Obligations During Offboarding

(a) The Customer shall cooperate fully with G4CL in the offboarding process and shall, at its own cost:

- (i) provide timely and accurate information and instructions reasonably required by G4CL or any incoming provider to complete the transition;
 - (ii) appoint a named point of contact with appropriate authority to make decisions in connection with the offboarding process;
 - (iii) ensure that all G4CL Equipment is made available for collection at the Customer's Site in accordance with the timescales notified by G4CL, in good working order and in the condition required under the Contract;
 - (iv) obtain all necessary consents, authorisations, and permissions required from third parties in connection with the transfer of services or data; and
 - (v) comply with any reasonable instructions issued by G4CL in connection with the safe decommissioning of Equipment or services.
- (b) Where the Customer's failure to comply with its obligations under

clause 30.3(a) causes delay, additional cost, or complexity to the offboarding process, G4CL shall be entitled to recover from the Customer any additional charges incurred as a direct or indirect result of such failure. G4CL shall not be liable for any delay in completing the offboarding process where such delay is attributable to the Customer's non-compliance with its obligations under this clause.

30.4 Offboarding Period

(a) The Customer shall provide G4CL with no less than 90 days' written notice of its intention to terminate any Contract and shall confirm at the same time whether it requires Offboarding Services. Where less than 90 days' notice is provided, G4CL reserves the right to apply a short-notice surcharge to reflect the additional resource required to meet an accelerated offboarding timeline.

(b) G4CL shall use reasonable endeavours to complete Offboarding Services within the notice period given by the Customer, but time shall not be of the essence in relation to the completion of offboarding. Where the complexity of the offboarding process requires additional time beyond the notice period, the Customer's monthly charges for the relevant Services shall continue to accrue until such time as the Offboarding Services are complete and G4CL has confirmed cessation of the relevant Services in writing.

(c) Where a Customer terminates a Contract early and in breach of the applicable Minimum Term or Extended Term provisions, the offboarding charge provisions set out in these Conditions shall apply in addition to, and not in substitution for, any early termination charges applicable under clauses 5.22, 6.26, 7.21, or 27.2 of these Conditions.

30.5 Limitation

(a) G4CL's liability in connection with the provision of Offboarding Services shall be subject to the limitations set out in clause 22 of these Conditions. In particular, G4CL shall have no liability for any loss suffered by the Customer arising from delays in the porting or transfer of numbers or services where such delay is caused by a Carrier, network operator, or third-party provider.

(b) Nothing in these Conditions shall require G4CL to provide Offboarding Services where the Customer has outstanding unpaid invoices at the date of termination. G4CL may, at its sole discretion, withhold the commencement or continuation of Offboarding Services until all outstanding sums have been paid in full and in cleared funds.