GREEN IP CUSTOMER ACCOUNT TERMS

1. **GLOSSARY**

1.1 In these Terms and conditions, the abbreviations listed will have the following meanings, unless the context otherwise requires:

Affiliate	means any Company which is a Subsidiary or a Holding Company or which is a Subsidiary of any such Holding Company from time to time where 'Subsidiary' and 'Holding Company' have the meanings given in section 1159 and schedule 6 of the Companies Act 2006.
Business Day	means a day which is not a Saturday, Sunday or a Public Holiday in England and Wales.
Charges	means the monies payable by the Customer to the Company under the Customer Account Terms and as set out in the Product Order.
Clock Hours	the difference between the logging of the Incident and when the status of the Incident becomes Resolved, including Parked Time.
Company	means Green IP Limited of Siviter House, No 1 The Grange, Altrincham Road, Wilmslow, Cheshire, SK9 5ND (Company Number: 12576756. VAT Number: 382137009).
Company Website	means www.greenip.co.uk.
Connection Date	the date the Company notifies the Customer that the Telecom Service(s) will be ready for use by the Customer or, if earlier, the date upon which the Customer first uses the Telecom Service(s) and/or the date of delivery to the Customer by the Company of the Equipment or the Rental Equipment and/or the date upon which the Customer accepts and acknowledges and agrees to be bound by the Master Subscription Agreement of Talkdesk Inc as detailed in clause 7 of these Customer Account Terms.
Contract	The Contract comprises all the documents set out in clause 31.
Customer	means the Customer purchasing the Telecom Service(s) and/or Equipment and/or renting the Rental Equipment and/or purchasing the Talkdesk Services as detailed in the Talkdesk Master Subscription Agreement, whose details are set out in the Product Order and in clause 7 of these Customer Account Terms.
End User	means any person using the Telecom Service(s), Equipment or Rental Equipment provided to the Customer by the Company and/or the Talkdesk Services provided to the Customer pursuant to the Master Subscription Agreement of Talkdesk Inc as detailed in clause 7 of these Customer Account Terms.
Equipment	means Equipment purchased by the Customer from the Company or its approved suppliers under this Contract which may be used in the provision of the Telecom Service(s) as detailed in the Product Order or other document agreed between the Parties from time to time.
Exit Assistance	means any assistance requested by the Customer set out in clause 19.1.3 to migrate to an alternative Service Provider.
Force Majeure Event	means an event beyond the reasonable control of a Party which is not attributable to its fault or negligence, including acts of God, expropriation or confiscation of facilities, any form of government intervention, war, threat or preparation for war, hostilities, rebellion, terrorist activity, local or national emergency, civil commotion, strikes or other industrial action (other than affecting the Party seeking to rely on such events), imposition of sanctions, embargo, sabotage or riots, floods, fires, explosions or other catastrophes, natural disasters, nuclear or chemical or biological contamination, epidemic or pandemic, interruption or failure of utility service, power failures, non-availability of any Third Party communications, services or the Internet.
GDPR	means the General Data Protection Regulation (EU 2016/679).
Incident	means an unplanned interruption or a reduction in the quality of the Telecom Service(s) and/or any matter affecting the fitness for purpose of the Rental Equipment.
Legislation	any Legislation, authorisations, commissions, rules, regulations, codes of practice, orders and guidelines relating to the provision, marketing or use of the products, including any directives or other requirements issued by any regulator from time to time.
Minimum Term	means the initial period of the Contract as specified in every Product Order and if not specified, shall be the period when the Telecom Service(s) was connected and/or the Equipment and/or Rental Equipment were delivered until the expiry of the last day of the Minimum Term.
Party	means the Company or Customer and together the '**Parties**'.

Policies	means any other Policies which the Company notify the Customer it is required to comply with during the Contract.
Price List	means the Price List of Charges for the applicable Telecom Service(s) and/or Rental Equipment as provided to the Customer by the Company and as such are periodically updated and made available and known to the Customer from time to time.
Portal	means the Customer User Management Portal on the Company Website which enables the Customer to manage its existing Telecom Service(s).
Product Order	comprises the quotation and these Customer Account Terms relevant to the proper request for the supply of the Telecom Service(s) and/or the delivery of the Equipment and/or Rental Equipment.
Rental Equipment	means the service whereby the Company hires the Rental Equipment to the Customer for use with the Telecom Service(s) pursuant to the Contract. The Customer will have the exclusive use of an item of IT hardware equipment (such as a telephone handset(s) and/or network switch(es) on a monthly rental basis). This will include installation, configuration and support within normal office hours (9am to 5pm). Telephone hardware may only be used when the appropriate telephone user licence subscription is provided by the Company.
Service Levels	means the section of these Customer Account Terms headed 'Service Levels' setting out the standards of Service which are provided by the Company to the Customer in connection with the Telecom Service(s) and the Service Levels regarding the Talkdesk Services.
Site(s)	any premises not owned or controlled by the Company at which the Telecom Service(s) are to be provided and/or the Equipment and Rental Equipment are to be supplied to.
Special Conditions	means any express supplemental terms agreed between the Parties.
Support	means the proactive Support of Telecom Service(s) and/or Rental Equipment to minimise Incidents.
Support Portal	means the Customer ticketing portal on the Company website which enables the Customer to review and manage any Incident arising from the use of the Telecom Service(s).
Support Terms	means the section of these Customer Account Terms headed 'Support Terms' setting out the support standards applicable to the Telecom Service(s) and/or Rental Equipment.
Support Window	means Monday to Friday and between the hours of 8am to 6pm British local time or, where different, as set out in the relevant Product Order.
Talkdesk Services	means the Talkdesk Services and any other products and services made available by Talkdesk Inc to the Customer. Talkdesk Services exclude non-Talkdesk applications as detailed in clause 7 of these Customer Account Terms.
Telecom Service(s)	means the Service(s) identified in the Product Order and/or any other accompanying documentation provided by the Company, including and not limited to, the supply of telephony minutes, mobile, broadband connection, ADSL, VoIP, special rate/premium numbers and any other Products specified in a Product Order accepted by the Company from the Customer.
Term	means the term of this Contract set out in clause 3 unless terminated in accordance with clause 18.
Termination Fee	means the early Termination Fee set out in the Product Order or other accompanying contractual document.
Third Party	means a person, Company or entity other than the Company or the Customer.

1.2 The headings in this Contract are for ease of reference only and shall not affect its construction.

1.3 References in this Contract to any statute or statutory instrument shall include any re-enactment, modifications or amendments for the time being in force.

1.4 Unless the context otherwise requires, the singular shall include the plural and vice versa.

1.5 Any obligation (including an obligation to 'procure' or 'ensure') assumed by an obligor under this Contract shall take effect as a primary obligation.

1.6 References in this Contract to a Service shall include any instance of such Service as applicable (for example, reference to a broadband service shall include all the broadband Services provided to the Customer and/or each individual broadband, as the context requires).

2. THE ORDERING PROCESS

2.1 The Customer may submit enquiries to the Company verbally, in writing or via the portal on the Company website and the Company may provide a quotation (and if necessary, a survey) in response to each enquiry. Any information regarding any initial enquiry by the Customer for the provision of a Telecom Service(s), Equipment or Rental Equipment must be accurate in all material respects at the relevant date of the enquiry.

2.2 The Customer may proceed with a quotation supplied by the Company, by approving the quotation within thirty (30) days from receipt. Once the acceptance of the quotation has been notified by the Customer to the Company, and the Company accepts that notification from the Customer either electronically or by hand, then the quotation becomes a Product Order. A Product Order together with these Customer Account Terms (and any Support Terms, Service Levels and Addendum together with the Master Subscription Agreement referred to in clause 7.1 of these Customer Account Terms which are deemed incorporated to the Customer Account Terms) will then become the Contract which commences on the date of the notification of the acceptance by the Company.

2.3 The Company reserves the right to refuse a Customer's acceptance of a quotation or alternatively limit it for any reason, including but not limited to, credit card payment clearance, unavailability of stock or errors in descriptions. Equally, nothing in these Customer Account Terms will oblige the Company to provide any Telecom Service(s), Equipment or Rental Equipment until the Company accepts the notification by the Customer of the quotation.

2.4 No terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing will apply to any Contract.

3. CONNECTION DATE

3.1 The Contract shall commence on the Connection Date and shall continue for the Minimum Term as specified in the accepted Product Order.

3.2 Unless otherwise agreed, the term shall be for the Minimum Term. Unless the Parties agree at any time in writing prior to the end of the Minimum Term a new renewal Minimum Term, then in default of any agreement to a further new renewal Minimum Term and/or either Party not terminating the Contract in accordance with clause 18, then the Contract shall simply continue on a rolling twelve (12) monthly basis.

4. EQUIPMENT

4.1 Ownership and title in the Equipment will only pass to the Customer on delivery of each item of the Equipment hereof.

5. RENTAL EQUIPMENT

5.1 The Rental Equipment, its ownership and title, will always remain with the Company or its suppliers. On no occasion will the title or ownership pass to the Customer. The Customer must insure the Rental Equipment in respect of all risk from the date of delivery. The Customer will provide a copy of its relevant insurance policy to the Company upon request in that regard.

5.2 The Customer is hiring the Rental Equipment from the Company and must return it to the Company on termination of the Minimum Term stipulated in the Product Order. The Rental Equipment must be returned to the Company in satisfactory condition, such that it is received within five days of the ending of the Minimum Term detailed within the Product Order. The Customer must take adequate steps to look after the Rental Equipment and maintain it in a satisfactory condition.

5.3 If the Rental Equipment is defective, not in accordance with any description given to the Customer by the Company, nor is reasonably fit for purpose or it develops a fault during the Minimum Term, the Customer may return it to the Company for repair and/or, at the Company's option, replacement. The Customer should contact the Company for details of how to return the Rental Equipment. Alternatively, the Customer can contact the manufacturer for replacement or repair during the warranty period under the manufacturer's warranty service detailed in any user guide(s).

5.4 If the Customer is in breach of its obligation pursuant to these Rental Equipment terms within the Customer Account Terms, the Company may charge the Customer for any reasonable costs or losses it incurs, including the following:

5.4.1 up to 100% of the retail cost exclusive of VAT for each device, if the Customer fails to return the Rental Equipment or fails to return it in satisfactory condition. The amount charged by the Company to the Customer will depend on the actual condition of the Rental Equipment;

5.4.2 up to 100% of the retail cost exclusive of VAT for each device, if the Customer fails to return the Rental Equipment within the relevant time in accordance with clause 5 of these Customer Account Terms;

5.4.3 interest on late payments as set out in clause 11.7.1 of the Customer Account Terms; and

5.4.4 a charge for the Company's reasonable administration costs which result from the Customer's late or non-payment of charges relating to the Rental Equipment.

5.5 The Minimum Term for the Rental Equipment is set out under 'Period Hire' in the Product Order. That explains how the Minimum Term can be extended. It also explains how the Customer can end the Rental Equipment at or after the end of the Minimum Term.

5.6 The Rental Equipment Connection Date shall be in accordance with clause 3.1 of the Customer Account Terms.

5.7 The Customer must take adequate steps to avoid loss, theft or unauthorised use of the Rental Equipment. If the Rental Equipment is lost, stolen or damaged in a way that means it will not be able to be returned in a satisfactory condition, the Customer must notify the Company as soon as possible by telephone or in writing through the use of the portal on the Company's website.

5.8 In the event that a Customer is in breach of clause 5 of these Customer Account Terms, the Company reserves the right to immediately suspend or terminate the Rental Equipment in writing to the Customer, and if the Customer is in breach, the Company equally reserves the right to terminate the Contract for the Rental Equipment with the Customer.

5.9 The Customer may return the Rental Equipment to the Company and cancel its Product Order for the Rental Equipment up to fourteen (14) days after the Connection Date. This is in addition to any statutory rights. The Customer must also return the Rental Equipment at its own cost directly to the Company.

5.10 If the Customer cancels the Rental Equipment Contract, it may still be liable to the Company for the Charges for the rental of the Rental Equipment under these terms and conditions for the duration of the Minimum Term.

6. TELECOM SERVICE(S)

6.1 In consideration of the Customer paying the Charges and fulfilling all its commitments as set out in the Contract, the Company shall supply the Telecom Service(s) as applicable in accordance with the terms of the Contract.

6.2 The Company shall supply the Telecom Service(s) with the reasonable skill and care of a competent telecommunications provider in accordance with and no greater than the Company's Service Levels.

6.3 The Service Levels for each Telecoms Service shall be the Service Levels notified by the Company from time to time. The Company reserves its right to change the Service Levels to either a greater or lesser extent by notifying any such changes to the Customer on the Company's website.

6.4 The Company shall be entitled to change the way it provides the Telecom Service(s), provided that any change to the way it provides the Telecom Service(s) does not materially impact the ability of the Company to provide the Telecom Service(s) to the Customer.

6.5 The Company may change any telephone number allocated to the Customer by giving the Customer reasonable notice where such change is necessary to comply with the law, regulation or for operational reasons.

6.6 Upon commencement of the Contract in accordance with clauses 2 and 3, the Company shall use reasonable endeavours to provision, and, as necessary, install the Telecom Service(s) and will inform the Customer when the Telecom Service(s) are connected and/or ready to use and/or provide a Connection Date. Time shall not be of the essence regarding any dates given by the Company.

6.7 The Company shall use reasonable endeavours to provide the Telecom Service(s) within any time periods and/or any date indicated by the Customer, but all time periods and dates (including any Connection Date) are estimates and, except where explicitly stated, the Company shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

6.8 No later than five (5) Business Days prior to the Connection Date, the Customer must have completed and returned to the Company the Pre-Installation Checklist. The Company shall not be obliged to meet any Installation Date if the Customer has not returned and/or fully completed the Pre-Installation Checklist.

6.9 If, as a result of the failure of the Customer to comply with clause 6.8 the Company must cancel its proposed attendance at the Site on the Connection Date, the Company shall be entitled to charge the Customer for all fees and expenses (including travel and accommodation) reasonably and properly incurred.

6.10 The Customer shall prepare the Site(s) at which the Telecom Service(s) are to be provided and cooperate with the Company in accordance with the Company's instructions and timescales for the provision of the Telecom Service(s) can be installed and maintained by, or on behalf of, the Company.

6.11 The Customer shall meet the cost of preparing the Site(s) and shall provide to the Company, and free of charge, an adequate electricity supply, suitable earth connection and an adequate environment for the operation of the Telecom Service(s).

6.12 Certain elements of the Telecom Service(s) are occasionally dependent on the Customer using its own Hardware, the Equipment or Rental Equipment. If the Customer does not use the correct equipment, then:

6.12.1 the Telecom Service(s) may not function correctly;

6.12.2 the Company may choose not to provide the Customer with the relevant Telecom Service(s); and

6.12.3 the Company shall have no liability for the Customer's inability to receive those Telecom Service(s) and the Customer remains liable for the relevant Charges.

6.13 No work or materials other than set out in the Product Order will be supplied or fitted. Unless agreed explicitly as part of the Contract, the Company does not undertake to determine if the Site or any part of the existing structure are suitable for the installation and/or supply. Where the Site is not immediately suitable for the installation or supply, the Company shall not be liable for any delay relating to this unsuitability and the Customer agrees to pay any reasonable Company expenses including labour, which are necessary to make the Site available for the supply of the Telecom Service(s).

6.14 The area where the Telecom Service(s) is to be installed and supplied, must be cleared and made safe by the Customer and made ready for the installation and/or supply on the Connection Date to the satisfaction of the Company. Where the Customer fails to clear the area and it is necessary for the Company to provide labour to do this, the Customer shall pay the Company's proper Charges for the work.

6.15 The Company does not undertake to widen any existing brick apertures of windows or doors or carry out any structure or alteration building work.

6.16 The Company shall not be responsible for, and shall not undertake any wiring, electrical, plumbing or heating work, except to the extent that any such work is necessary for the proper installation and/or supply of the Telecom Service(s).

6.17 The safety of all materials left on Site and any part-completed installation and/or supply shall be the responsibility of the Customer who shall be liable to the Company for any theft, accidental, malicious or negligent damage and the Customer shall ensure the provision of adequate insurance cover to cover any loss thereby caused, and shall provide a copy of any relevant insurance policy on request to the Company within a reasonable period.

6.18 Unless, and except to the extent expressly agreed otherwise by the Company in writing, the Company will not undertake any decorating work and will not be responsible for any damage caused to plastering, tiling or decorations.

6.19 The Customer will give access to the Site(s) to the Company and/or its sub-contractors at all reasonable times so the Company may complete the installation and/or supply of the Telecom Service(s) in accordance with the Contract.

6.20 The Company will supply the Telecom Service(s) to the Customer from the Connection Date with reasonable skill and care and in all material respects in accordance with the Contract and any Legislation, but the Company cannot guarantee, given the nature of the Telecom Service(s), that they will be continuously available or error free.

6.21 The Company reserves its right to cancel the Contract prior to the Connection Date or within a reasonable period thereafter where:

6.21.1 the Telecom Service(s) cannot be delivered to, or installed at, a Site due to a geographical, practical or technical restraint; or

6.21.2 the cost of providing or installing the Telecom Service(s) is materially higher than the usual cost of providing the Telecom Service(s) to a Customer and the Customer does not agree to any additional Charges requested by the Customer;

6.22 If, in accordance with clause 6.8 there is an issue with the delivery and/or installation of the Telecom Service(s), the Customer can request that a further Installation Date is arranged provided that the Customer agrees to pay the reasonable costs of the Company in attending a further visit to the Site. The Customer can request a maximum of three visits to the Site to attempt the installation of the Telecom Service(s) before the Company has the right to cancel the Contract.

6.23 Unless expressly stated by the Company in writing, all prices quoted exclude taxes, customs and excise duties, postage, packing and delivery which shall be payable by the Customer.

7. TALKDESK SERVICES

7.1 The Talkdesk Services shall be provided to the Customer pursuant to the Master Subscription Agreement. The Master Subscription Agreement is available at https://www.talkdesk.com/legal/commercial-terms/MSA-reseller.

8. CUSTOMER OBLIGATIONS

8.1 The Telecom Service(s) is provided for the use by the Customer in the course of the Customer's business and, unless otherwise agreed in writing with the Company, on the condition that the Customer does not resell or otherwise make the Telecom Service(s) available to any other person or entity other than a Customer Affiliate, the conditions for which are set out in clause 15.

8.2 The Customer undertakes:

8.2.1 to use the Telecom Service(s) in accordance with the Contract and any Legislation applicable to the Customer's use of the Telecom Service(s);

8.2.2 to comply with any platform provider Policies that the Company uses to provide the Telecom Service(s) to the Customer;

8.2.3 to comply with any reasonable operating instructions as may be notified in writing to the Customer by the Company from time to time;

8.2.4 to allow the Company access to the Site(s) upon reasonable notice at or upon an agreed time and/or order to carry out any installation and/or troubleshooting of the Telecom Service(s) at the Site(s);

8.2.5 not to attempt to reverse, compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form or any part of the Telecom Service(s); or to access any part of the Telecom Service(s) in order to build a Telecom Service(s) which competes with the Telecom Service(s) in any way; and

8.2.6 to provide the Company with any and all information and assistance that the Company may require in order to perform the Telecom Service(s). The Customer shall ensure the information is complete and accurate. The Company shall not be responsible for any failure and/or delay to provide the Telecom Service(s) if such failure and/or delay is as a result of the Customer's failure to provide the Company with the required information and/or assistance and/or perform its obligations. The Customer shall reimburse the Company for any administrative Charges and costs that it incurs as a result of information that it receives in accordance with clause 6.8 that is incomplete or inaccurate or where those costs result from the Customer's delay or failure to perform its obligations thereunder.

8.3 Without limiting clause 8.2, the Customer will not use the Telecom Service(s) to knowingly:

8.3.1 send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;

8.3.2 download, possess or transmit in any way, illegal content;

8.3.3 engage in criminal, illegal or unlawful activities;

8.3.4 violate or infringe the rights of property of any person, including rights of copyright and any other Intellectual Property Rights, privacy or confidentiality;

8.3.5 intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of such data;

8.3.6 send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount that the Customer knows or ought reasonably to know will have a material adverse effect on either the Company or the Company's other Customers;

8.3.7 not to use the Telecom Service(s) fraudulently or in connection with a criminal offence;

8.3.8 not to use the Telecom Service(s) in a way that contravenes any Third Party rights or any licence, code or practice, instructions or guidelines issued by a relevant regulatory authority;

8.3.9 hold and continue to hold any licences, consents and notifications required under any applicable Legislation, regulation and/or administrative order to receive and use the Telecom Service(s); and

8.3.10 comply with all applicable laws and regulatory provisions.

8.4 The Customer agrees to maintain and use secure passwords and secure locations and agrees to safeguard any passwords. The Customer shall keep a secure password for the use of the Telecom Service(s) and agrees that such password shall be changed no less frequently than monthly and to keep the password confidential, and shall permit the Company to audit the Telecom Service(s) in order to establish the name and password of each End User. Such audit may be conducted at least once a quarter. The Company also reserves its right on providing reasonable notice to the Customer in writing to audit the Customer's usage of either the Telecom Service(s), the Equipment or Rental Equipment.

8.5 If any audit reveals that any password has been provided to any individual who is not an End User, then without prejudice to the Company's other rights, the Customer shall disable such passwords and the Company shall not issue any new passwords to any such individual; if any audit means that the Customer has underpaid End User licence fees to the Company, the Customer shall pay to the Company an amount equal to such underpayment as calculated in accordance with the prices current at the time of the audit within ten (10) working days of the relevant audit.

8.6 Where the Customer is, or becomes, aware of any matters which it knows or ought to reasonably be expected to know constitute a threat to the security of the Telecom Service(s) or become aware of any person making improper or illegal use of the Telecom Service(s), the Customer will immediately advise the Company of such matters (and confirm in writing) giving a detailed description of the circumstances of the theft or unauthorised use, including documentation (e.g. a copy of the police report). The Customer will be responsible for all Charges and liabilities incurred in relation to this use (including usage charges).

8.7 Notwithstanding the above, the Company will use reasonable endeavours to notify the Customer of fraudulent activity using the most expedient means available. However, the Company can offer no guarantee or contractual obligation in relation to the detection of fraud.

8.8 The Customer agrees to pay any costs (and any applicable taxes and governmental surcharges) incurred from the use of the Telecom Service(s) (including usage charges) even if these result from the fraudulent, unauthorised, illegal or improper use of the Telecom Service(s) by Third Parties except where this hacking is solely due to the negligence of the Company. The Customer shall indemnify the Company and its Affiliates for damages, claims, and liabilities awarded against it and reasonable legal costs and expenses suffered or incurred by the Company or its Affiliates arising out of any claim made against the Company or an Affiliate of the Company by a Third Party arising out of the Customer's breach of this clause 8.

8.9 The Customer agrees and acknowledges that the Company and/or a supplier may monitor and record calls or other communications, including in relation to a Customer's Telecom Service(s).

8.10 The Customer acknowledges that some of the Telecom Service(s) enable access to the Internet and use of the Internet is solely at the Customer's risk and subject to all applicable laws. The Company has no responsibility for any information, software, services, goods or other materials obtained by the Customer using the Internet.

8.11 The Customer warrants to the Company that it will take all reasonable steps (including testing with up-to-date commercially available detection Software) to ensure that any Software used with or in connection with the Telecom Service(s) that is not provided by the Company under this Contract, is not infected by viruses and/or any other types of destructive or nuisance programs.

8.12 There is a risk that other users may attempt to access the Telecom Service(s) through hacking or similar fraudulent use. The Customer acknowledges this risk as inherent to the nature of the Telecom Service(s) and agrees to take full responsibility for maintaining adequate security precautions to restrict access to the Telecom Service(s), or through the Telecom Service(s) to the Customer's facilities, Equipment, Rental Equipment, software, systems, computers, servers, IP addresses and telephone numbers, in order to prevent hacking, theft, tampering and/or unauthorised access and to prevent the fraudulent, unauthorised, illegal or improper use of the Telecom Service(s), Equipment, Rental Equipment, systems, and systems of Third Parties.

8.13 The Company reserves the right to withhold delivery of the Telecom Service(s) to the Customer at any time when the Customer is exceeding any Credit Limit with the Company in relation to the Telecom Service(s).

8.14 The Customer agrees and acknowledges that the use of a mobile (FMC) service as a primary or secondary service supplied by the Company in conjunction with the ordering of any of the Telecom Services shall be in accordance with the End User Acceptable Use Policy ("**AUP**") of Evolve IP Inc. A copy of the AUP can be found in the Addendum to these Customer Account Terms.

9. THE COMPANY'S OBLIGATIONS

9.1 The Company undertakes to the Customer to:

9.1.1 provide access for the Customer to any platform provider provision from time to time; and

9.1.2 provide access to the Portal.

9.2 The Company will provide support for the Telecom Service(s) and/or Rental Equipment as set out in the relevant Support Terms.

9.3 The Company is responsible for the Telecom Service(s) up to and including any platform provider terminating the Telecom Service(s) with it.

9.4 Subject to clause 16, the Company will have the right to withdraw a Telecom Service(s) and to terminate or vary any affected Contract to:

9.4.1 comply with any Legislation or safety requirements; and

9.4.2 consider the withdrawal of a significant change to the technology used to provide the Telecom Service(s).

9.5 In relation to any withdrawal and/or change under clause 9.4.2, the Company will:

9.5.1 give the Customer not less than three (3) months notice unless made to comply with a regulatory or mandatory change when the Company shall give as much notice as reasonably practicable; and

9.5.2 use reasonable endeavours to avoid any material adverse impact on the nature or quality of the Telecom Service(s) or any material increase in the Charges.

9.6 Where a Telecom Service(s) is withdrawn, the Company may offer an equivalent or better Telecom Service(s) with the same Charges. The Company will be obliged to do so in respect of any affected Contract within its Contract Term where a Telecom Service(s) is withdrawn under clause 9.4.2 and to pay to the Customer reasonable demonstrable third party costs of moving to the replacement Telecom Service(s), up to a maximum of the recurring Charges payable in respect of the remainder of the Contract Term. Where such equivalent or better Telecom Service(s) has lower Charges, the Company may allow the Customer to benefit from such reduction, if the Customer agrees to pay the costs of moving to the equivalent Telecom Service(s).

10. CHARGES

10.1 The Customer agrees to:

10.1.1 pay the Charges in accordance with this Contract;

10.1.2 pay any Support Charges in accordance with the Support Terms incorporated as part of these Customer Account Terms;

10.1.3 pay any other Charges in accordance with these Customer Account Terms; and

10.1.4 perform any obligations and assumptions set out in the Product Order.

10.2 The Customer shall pay the Charges for:

10.2.1 each of the Telecom Service(s) provided by the Company (whether or not the Telecom Service(s) are used by the Customer); and

10.2.2 where applicable, the Equipment and Rental Equipment.

10.3 Most Charges are set out in the Product Order. Where a Charge is not set out in the Product Order, the Charge shall be:

10.3.1 as set out on the Company's Website at the time the Equipment, Hardware Rental, Telecom Service(s) or other agreed Telecom Service(s) or Equipment was supplied; or

10.3.2 as notified to the Customer by the Company (including in a quotation) or a subsequent purchase made via the Portal.

10.4 Usage Charges for the Telecom Service(s) shall be based upon data recorded by, or on behalf of, the Company. The Customer accepts that the call tariffs for the Telecom Service(s) set out in the Company Price List and tariffs are set by the Company by reference to the telecommunication tariffs of the relevant platform provider which the Company pay to provide the Telecom Service(s) to the Customer (insofar as the applicable Telecom Service(s) are being provided to the Customer by the Company). These relevant platform provider tariffs are not controlled by the Company and are subject to increase or decrease at any time. Due to the nature of these circumstances the Company may increase or decrease its call tariffs for the Telecom Service(s) as set out in the Price List of the Company and the Customer shall pay such increased or decreased rates in the Charges.

10.5 The Charges are exclusive of VAT, which will be charged at the prevailing rate.

10.6 The Charges will include visits and/or support made to the Site where specified in the Product Order and where additional visits and/or support over and above this stated number or where remote visits or support is longer than thirty (30) minutes are required, the Company shall be entitled to make a reasonable charge for such additional amounts.

10.7 All prices are subject to a survey and quotation as detailed in clause 2.2. The Customer accepts that following a survey the Company may amend its quotation price within thirty (30) days of the survey to reflect the actual requirements of the Site without any formal variation process and the new price shall apply to this Contract.

10.8 The Company may vary the price of the Charges at any time by giving the Customer notice as follows:

10.8.1 changing legal or regulatory requirements upon reasonable notice;

10.8.2 changes in significant increases in the cost of labour, material or other costs of manufacture upon thirty (30) days notice;

10.8.3 changes or fluctuations in the currency exchange rates, currency fluctuation and/or alteration of duties upon thirty (30) days notice; or

10.8.4 changes to the CPI Rate upon thirty (30) days notice.

11. INVOICING AND PAYMENT

11.1 The Company will each month invoice the Customer electronically for the Charges in relation to the Telecom Service(s) and on delivery in relation to the Equipment and/or Rental Equipment payable under the Contract (including any subsequent purchases in accordance with clause 10.3) and the Customer will pay all invoices by either BACS or direct debit within thirty (30) days of the date of the invoice ('**Due Date**').

11.2 The Customer shall pay each invoice by the Due Date and any invoice will be deemed paid once the Company receives such payment in cleared funds in its nominated bank account.

11.3 If the Customer has a genuine good reason to dispute an invoice(s), the Customer must notify the Company within fourteen (14) days of receipt of the invoice (otherwise the Customer will be deemed to have accepted the invoice(s)and be liable to pay its full amount to the Company) providing reasonable details of the dispute to allow the Company to investigate. The Customer must make payment in full of the disputed invoice(s) (including any invoice relating to a Termination Fee), notwithstanding the dispute raised. If the Company finds that the invoice(s) is incorrect, then the Company will apply a credit to the Customer's account.

11.4 The Customer shall pay the Charges (including any Termination Fee) in full without any deduction, cross claim or set off.

11.5 The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability of the Company owing to it or its Affiliates to the Customer.

11.6 The Company shall be entitled to invoice the Customer for the Equipment and/or the Rental Equipment even if the Customer wrongfully fails to take delivery of the Equipment and/or Rental Equipment.

11.7 Without limiting any other remedy of the Company:

11.7.1 if the Customer fails to make any payment due to the Company under the Contract by its Due Date for payment, the Company will have the right to charge interest on any overdue amount at the rate of 4% per annum above the then current HSBC plc base rate for the time being during the relevant period to accrue on a daily basis from the Due Date until the date of actual payment of any overdue amount, whether before or after judgment, and compounding quarterly;

11.7.2 additionally, if a direct debit is dishonoured or cancelled, the Company will have the right to make a reasonable administration charge; and

11.7.3 additionally, the Company will be entitled to suspend the provision of the relevant Telecom Service(s) with as much prior notice as the Company considers to be reasonably practicable until such time as all overdue payments including all interest accrued have been paid and satisfied in full.

12 CREDIT CHECK AND SECURITY

12.1 The Company may perform a credit check on the Customer at any time prior to the acceptance of a Product Order by the Company and may impose a Credit Limit on the Customer's account proportionate to the amount of Charges payable under the Contract. The Company reserves its right to check the following records about the Customer and the Customer's business partners:

12.1.1 the Customer's own records;

12.1.2 business records at credit reference agencies ('**CRAs**') including both the electoral register and fraud prevention information. When CRAs receive a search from the Company they will place a footprint on the Customer's business credit file that may be seen by other lenders;

12.1.3 records held by fraud prevention agencies ('**FPAs**');

12.1.4 if the Customer contact is a director, the Company may seek confirmation from CRAs that the residential address that is provided is the same as that shown on the restrictive register of directors' usual addresses at Companies House; and

12.1.5 the Company may also make checks such as assessing the Customer's application for the Telecom Service(s) and verifying identities to prevent and detect crime and money laundering. The Company may also make periodic searches of CRAs and FPAs to manage the Customer's account;

12.2 Any Credit Limit imposed can be amended after the Product Order has been accepted by the Company with prior notice. If, however, the Customer exceeds such Credit Limit, then:

12.2.1 the Company may demand immediate payment of all unpaid Charges (whether invoiced or not); and

12.2.2 the Customer will remain responsible for all Charges incurred including those exceeding the Credit Limit.

12.3 The Company may require the Customer to provide it with a deposit or another security as a condition of providing the Telecom Service(s) and/or Equipment. The Company hold the deposit or security until the Customer has paid all sums due to the Company under the Contract. No interest is payable on any deposit held by the Company.

12.4 The Company will send information on the Customer's applications, the Company account and how the Company manages its accounts to CRAs which may record such information, including information on the Customer's business and its proprietors. The CRAs may create a record of the name and address of the Customer and its proprietors if there is not one already.

12.5 If the Customer does not pay the Charges when they become due, CRAs will record the outstanding debt which shall remain on file for six years after they are closed (whether by settlement or default). Such records may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Customer's whereabouts and recover debts owed by the Customer.

12.6 If the Customer gives the Company false or inaccurate information or the Company suspects or identifies fraud or criminal activity, the Company may record this and pass this information to the FPAs and other organisations involved in crime and fraud prevention.

12.7 Customer data may also be used for other purposes for which the Customer or any End User gives its specific permission or, in very limited circumstances, when required by law or where permitted under Data Protection Legislation.

13 NEW TELECOM SERVICE(S)

13.1 The Customer may request new Telecom Service(s) on the terms set out on the Company's Website by placing a new Product Order under this Contract in accordance with clauses 2.1 to 2.4. Once a new Product Order is accepted by the Company in accordance with clause 2.2:

13.1.1 the new Telecom Service(s) shall be deemed added to the Contract including, for the avoidance of doubt, the terms of the Company Website applicable to the Telecom Service(s); and

13.1.2 the Company shall supply to the Customer the Telecom Service(s) requested in any new Product Order on the terms and conditions of this Contract, and any alternative terms appearing on or referred to in any other communication (whether oral, in writing or by electronic means) by the Customer for the purpose of placing orders shall be ineffective.

13.2 The Customer may request a new Telecom Service(s) at any time on terms other than those set out on the Company Website. In the event that the Company and Customer agree the terms that would apply to such new Telecom Service(s), those terms will be added to this Contract by execution of a formal variation.

14 ANTI-BRIBERY

14.1 The Company and the Customer each agree and undertake to the other that in connection with this Contract and the transactions contemplated by this Contract, they will respectively comply with all applicable laws, rules, regulations of the United Kingdom relating to anti-bribery and anti-money laundering.

14.2 Any breach by a Party of clause 14.1 shall be deemed to be a material breach of this Contract not capable of remedy for the purposes of clause 18.4.1.

15 CUSTOMER AFFILIATES

15.1 The Customer may with the Company's prior written consent permit a Customer Affiliate to use the Telecom Service(s), Equipment and/or Rental Equipment supplied by the Company to the Customer under this Contract. The Customer will procure that its Affiliates and all its End Users are aware of and comply with the terms of this Contract. The Customer shall be liable to the Company for any and all:

15.1.1 claims, losses, expenses suffered or incurred by the Company as a result of a breach of a term of this Contract resulting from an End User's use of the Telecom Service(s), Equipment and/or Rental Equipment;

15.1.2 losses, costs and expenses resulting from any claims against the Company made by any of the Customer's Affiliates or End Users (or any other Third Party whom the Customer has permitted to use the Telecom Service(s), Equipment and/or Rental Equipment to the extent that such claims exceed the financial caps and other limitations on liability as set out in this Contract; and

15.1.3 the foregoing liabilities shall remain in full force and effect notwithstanding any termination of this Contract.

16 VARIATIONS TO THE CONTRACT

16.1 The Company reserves the right from time to time to vary the Contract as explicitly stated in this Contract, including as follows:

16.1.1 subject to clause 9.4.1, the Company shall be entitled to vary the Company Website. For variations to the Charges, the Company will notify the Customer in writing of any such variation, or publish such variations at www.greenip.co.uk at least twenty eight (28) days before such Changes come into effect, or where the variation arises due to changes imposed by third party suppliers, third party manufacturers or a regulatory body, as much notice as is reasonably practicable; and

16.1.2 the Company shall be entitled to vary the provisions of the Contract (including for the avoidance of doubt, the Charges subject to clause 17.3). The Company will provide the Customer with thirty (30) days notice in writing of any such variation, or update the

Company Website. Where the variation arises due to Charges imposed by third party suppliers, third party manufacturers or a regulatory body as much notice as is reasonably practicable will be provided.

17 SUSPENSION

Planned Outages

17.1 The Company may, from time to time, upon reasonable notice where practicable, or for any other reason the Customer deems to be reasonable, plan to suspend the Telecom Service(s) during any maintenance or modification of any platform provider's network and unless specifically agreed with the Customer, the Company shall have no liability in relation to such suspension.

Unplanned Outages

17.2 The Company may from time to time and without notice or liability suspend the Telecom Service(s) due to any technical failure of the platform provider's network because of an emergency or upon instruction by emergency services or any government or appropriate authority or the Customer's or End Users' own security.

17.3 The Company shall use reasonable endeavours to restore the Telecom Service(s) suspended in accordance with clauses 17.1 and 17.2 as soon as is reasonably practicable.

17.4 The Customer shall remain liable for all Charges levied in accordance with the Contract during any period of suspension arising from the circumstances detailed in clauses 17.1 and 17.2.

Customer actions

17.5 The Company may, without prejudice to any of its other rights which it may have, elect to suspend or disconnect the provision of all or part of the Telecom Service(s) under the Contract (or all of them) without notice and until further notice either orally (confirming such notification subsequently in writing) or in writing in any of the following circumstances:

17.5.1 the Customer has failed to pay by the Due Date any undisputed invoice in accordance with clause 10;

17.5.2 the Company is entitled to terminate the Contract;

17.5.3 if the Customer allows anything to be done which in the Company's reasonable opinion may have the effect of jeopardising the operation of the Telecom Service(s) in breach of clause 8 or the platform provider's network or the Telecom Service(s) are being used in a manner prejudicial to the interests of the Company and/or a supplier of the Company; or

17.5.4 the Customer exceeds the Credit Limit and has not remedied the situation within seven (7) Business Days.

17.6 If the Company has suspended the Telecom Service(s) in accordance with clause 17.5, the Company shall restore the Telecom Service(s) when the circumstances described in clause 17.5 are remedied.

17.7 The Customer shall remain liable for:

17.7.1 all Charges invoiced in accordance with the Contract during any period of suspension; and

17.7.2 all reasonable costs and expenses incurred by the Company in the implementation of such suspension or disconnection where such suspension or disconnection arises from matters described in clause 17.5.

Action by Company suppliers

17.8 The Company may, without prejudice to its other rights, suspend or terminate a Telecom Service(s) if a Company supplier suspends or terminates the provision of Telecom Service(s) to the Company which the Company is required to provide such Telecom Service(s) to the Customer and the Company is unable to find a replacement supplier having used its reasonable endeavours. The Company in these circumstances will provide as much notice as is reasonably practicable.

Actions by the regulators

17.9 The Company may, where requested by or on behalf of a regulatory body (including fraud and misuse) or required to do so by law, suspend any Telecom Service(s) provided under this Contract.

Other reasons

17.10 The Company may also, with or without giving the Customer notice, suspend any Telecom Service(s) when it believes it is reasonable to do so.

18. TERMINATION

Termination for ease

18.1 The Customer may terminate the Contract in whole (but not in part) in relation to either a Telecom Service(s) or Rental Equipment by:

18.1.1 providing to the Company ninety (90) days notice in writing;

18.1.2 paying to the Company the relevant Termination Fee in respect of the Telecom Service(s) and/or Rental Equipment being Terminated. For the avoidance of doubt, the Termination Fee may be payable in accordance with the Product Order if the

Customer terminates an order for the Telecom Service(s) and/or Rental Equipment prior to the Connection Date or prior to the expiry of the Minimum Term.

18.2 Unless otherwise specified in a Product Order and without prejudice to any other of the Company's rights to terminate the Contract, the Company may terminate the Contract in whole by giving the Customer not less than ninety (90) days notice. In this respect, the Customer will not be liable for any Termination Fee.

18.3 Notwithstanding anything stated in the Product Order, the Company may terminate the Contract if there is a change of control of the Customer, meaning any sale of the entire issued share capital of the Customer or of its holding Company (other than solely for the purposes of a group reorganisation of a solvent group), by giving the Customer not less than thirty (30) days notice. In this respect, the Customer will not be liable for any Termination Fee.

Termination for cause

18.4 The Customer may terminate the Contract in whole (but not in part) in relation to either a Telecom Service(s) or Rental Equipment by providing to the Company thirty (30) days notice in writing if the Company has:

18.4.1 committed a material breach of this Contract that is incapable of remedy;

18.4.2 has committed a material breach of the Contract that is capable of remedy and the Company has failed to remedy that breach within thirty (30) days of the Customer sending written notice specifying the breach in reasonable detail and requiring its remedy;

18.4.3 the circumstances surrounding Force Majeure arising in clause 21; and

18.4.4 for the avoidance of doubt, if the Contract is terminated by the Customer within the Term other than by clauses 18.4.1, 18.4.2, and/or 18.4.3, the Company may invoice the Customer the Termination Fee. The Customer agrees that the Termination Fee is a fair assessment of the losses and damage that the Company could reasonably suffer because of such early termination.

18.5 The Company may terminate the Contract in whole (but not in part) in relation to either a Telecom Service(s) or Rental Equipment by providing thirty (30) days notice in writing if the Customer has:

18.5.1 committed a material breach of this Contract that is incapable of remedy; or

18.5.2 has committed a material breach of the Contract that is capable of remedy and the Customer has failed to remedy that breach within thirty (30) days of the Company sending written notice specifying the breach in reasonable detail and requiring its remedy.

18.5.3 if any of the events described in clause 5 happens;

18.5.4 the Customer has failed to comply with any of the Policies;

18.5.5 the Customer fails to provide any deposit or security required pursuant to clause 10;

18.5.6 the circumstances of Force Majeure arise in clause 21; or

18.5.7 if there is a change of control of the Customer meaning any sale of the entire issued share capital of the Customer or of its holding Company (other than solely for the purposes of a group reorganisation of a solvent group).

Termination for Insolvency

18.6 The Company may terminate the Contract by providing not less than thirty (30) days written notice in the event that bankruptcy or insolvency proceedings are brought against the Customer or an arrangement is made with creditors, or a receiver or an administrator is appointed over any of the Customer's assets, or the Customer goes into liquidation.

19 EFFECTS OF TERMINATION

19.1 Termination of the Contract for whatever reason shall not affect:

19.1.1 the rights and obligations of the parties which have accrued prior to termination or expiry;

19.1.2 any provisions of the Contract which are of a continuing nature and any other provisions of the Contract that are necessary for their interpretation or enforcement;

19.1.3 if the Contract is terminated by the Customer pursuant to clauses 18.5.1, 18.5.2 and 18.5.3 and the Customer wishes to migrate to another service provider, the Customer shall provide within its written notice to the Company that it requires Exit Assistance. The Company undertakes to do what is reasonably required in order to assist the Customer migrating to another service provider and the Company shall not be liable for any costs, damages or expenses in doing so; or

19.1.4 if, through no fault of the Company, the migration cannot be completed at the expiry of the notice period, the Customer agrees that it shall be required to pay for a further thirty (30) days service provision ('**Extended Notice'**); such payment shall be invoiced and become immediately due upon the commencement of the Extended Notice. If following the raising of any invoice payment of it is not made by the Customer, the Company reserves all its rights under the Contract, including but not limited to immediate suspension and/or termination of the Telecom Service(s) and/or access to the platform provider's Network. If at the end of the Extended Notice the migration has still not been completed, then a further Extended Notice shall automatically apply and the terms of this clause shall continue to apply.

19.2 On termination of the Contract in whole:

19.2.1 any sums properly due from one Party to the other will become immediately due and payable including Charges for the Telecom Service(s) up to the date of termination. The Termination Fee relating to the Telecom Service(s) and/or Charges for any costs incurred by the Company in relation to the Rental Equipment or the Telecom Services ordered by the Customer but yet to be supplied by the Company:

19.2.2 the Customer shall cease using the Telecom Service(s) and/or the platform provider's Network; and

19.2.3 each Party will, on request, promptly return to the other all Confidential Information and other property belonging to the other relating to the Telecom Service(s) which is in its custody or will destroy such Confidential Information and certify such destruction in writing to the other Party.

20 LIMITATION OF LIABILITY

20.1 Nothing in the Contract will exclude or limit a Party's liability arising from and/or in connection with:

20.1.1 death or personal injury caused by the negligence of such Party, its agents, sub-contractors, officers, directors or employees;

20.1.2 claims in respect of the Customer's liability under clause 14;

20.1.3 any, and all, damage to the platform provider's Network caused by the Customer's breach of the Contract;

20.1.4 any fraudulent acts or omissions of or fraudulent representations made by such Party, its agents, sub-contractors, officers, directors or employees;

20.1.5 any breach of any implied term as to title or quiet enjoyment arising out of Section 12 of the Sale of Goods Act 1979;

20.1.6 any other liability which cannot be excluded or limited by law;

20.1.7 any indemnity given by such Party in the Contract unless otherwise expressly agreed in writing;

20.1.8 any breach of clauses 22 and 23; or

20.1.9 any liability to the payment of the Charges.

20.2 Subject to clause 20.1, a Party will not be liable to the other Party in respect of any matter arising out of or in connection with the Contract in tort (including negligence), breach of statutory duty or otherwise for:

20.2.1 indirect, consequential or special loss or damage;

20.2.2 loss of opportunity (whether direct or indirect);

20.2.3 loss of anticipated savings (whether direct or indirect);

20.2.4 loss arising from or damage to a brand, reputation or goodwill (whether direct or indirect);

20.2.5 loss of profit or anticipated profit (whether direct or indirect);

20.2.6 loss of business or contracts (whether direct or indirect);

20.2.7 loss of revenue or anticipated revenue (whether direct or indirect);

20.2.8 loss arising from the loss or degradation of data (whether direct or indirect); and

20.2.9 in addition to the exclusions under clause 20.2: the Company shall not be liable for any Charges arising in connection with fraud that takes place on the platform provider's Network which derives from the Equipment, Rental Equipment and/or the Customer Network and/or the failure of the Customer to take any action which has been notified by the Company to the Customer in writing in respect of the Equipment, Rental Equipment and/or the Customer Network and/or any suspension of the Telecom Service(s) under clause 17. Any such Charges shall be the sole responsibility of the Customer.

20.3 Subject to clauses 20.1 and 20.2 a Party's total liability to the other Party in respect of all losses arising under or in connection with the Contract in tort (including negligence), breach of statutory duty or otherwise will in no circumstances exceed the Charges paid by the Customer under the Contract during the twelve (12) months preceding the claim.

20.4 Subject to clause 20.1, the express terms of this Contract are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade, usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

20.5 The limited warranty, exclusive remedies and limited liability detailed above are fundamental elements of the basis of the Contract between the Customer and the Company. The Company would not be able to provide the Telecom Service(s), the Equipment or Rental Equipment on an economic basis without such limitations.

Third Party liability

20.6 The Company shall not be liable for the acts or omissions of other providers of telecommunication services unless such other providers have been specifically engaged by the Company as sub-contractors or assignees in respect of the performance of the Company's obligations under this Contract.

21 FORCE MAJEURE

21.1 A Party will not be liable for any delay in performing or failure to perform any of its obligations under the Contract (other than the Customer's obligation to pay the Charges) which occurs as a result of a Force Majeure event, including but not limited to failure or shortage of power supplies, labour shortages or labour disputes, flood, lightning, extremely severe weather, epidemic, pandemic, the order, instruction, request, act or omission of government, an emergency services organisation, actions or omissions of other communication services operators or administrators or other competent authority, legal or statutory obligations, the obstruction by a third party line of sight between microwave installations, or difficulty, delay or failure in manufacture, production or supply by third parties of Equipment, Hardware Rental or Telecom Service(s) or all resulting from the same or a similar type of Force Majeure cause.

21.2 In the event that a Force Majeure event continues for a period of ninety (90) days, the other Party will have the right to terminate by giving immediate notice.

22 CONFIDENTIALITY

22.1 Neither Party will disclose to any third party without the prior written consent of the other Party any Confidential Information which is received from the other Party, being a Party to the Contract. Both Parties agree that any Confidential Information received from the other Party will only be used for the purposes of performing the obligations under the Contract.

22.2 The restrictions detailed in clause 22.1 will not apply to any information which:

22.2.1 is or becomes generally available to the public other than as a result of a breach of obligation under clause 22;

22.2.2 is Confidential Information that was lawfully known to the recipient prior to the time of disclosure and is not subject to any obligations of confidentiality;

22.2.3 is acquired from a third party who owes no obligation of confidence in respect of the information;

22.2.4 is or has been independently developed by the recipient without use of the other Party's Confidential Information;

22.2.5 is Confidential Information that has been replicated or developed independently by or on behalf of the Recipient without access to or knowledge of the Confidential Information; or

22.2.6 the disclosure is made to the professional advisers of a Party provided that such professional advisers are made expressly aware of the confidential nature of the Confidential Information.

22.3 Notwithstanding clauses 22.1 and 22.2, either Party will be entitled to disclose the Confidential Information of the other Party to a Third Party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal duty or requirement (other than a contractual duty or requirement) to disclose such Confidential Information.

23 INTELLECTUAL PROPERTY

23.1 All Intellectual Property Rights in the Telecom Services will be owned by the Company and its Affiliates save to the extent that any of the same contain Intellectual Property Rights owned by third parties or the Customer.

23.2 The Company grants the Customer a non-exclusive, royalty-free licence to use the Company's Intellectual Property Rights within the United Kingdom, or if the Customer is not within the United Kingdom, where the Customer is based, for the purpose of utilising the Telecom Service(s) in accordance with the terms of the Contract and any usage guidelines that the Company may provide from time to time.

23.3 The Customer grants to the Company and its Affiliates, a non-exclusive, royalty-free licence to use, copy and interface with any Intellectual Property Rights within the United Kingdom or if the Customer is not within the United Kingdom, where the Customer is based, in any Customer Equipment and the information and data in the Telecom Service(s) for the purpose of performing the Company's obligations under the Contract.

23.4 Notwithstanding clause 23.2, neither Party will be entitled to use the name, trademark, trade name, or other proprietary identifying marks or symbols of the other Party or its Affiliates without such Party's prior written consent.

23.5 In the event that the Telecom Service(s) contains Intellectual Property Rights owned by third parties which the Company is not entitled to sub-licence to the Customer, the Company will use reasonable endeavours to assist the Customer, at the Company's cost and expense, in obtaining a licence to use those Intellectual Property Rights owned by third parties on terms that are acceptable to the Customer.

23.6 In the event that the Customer's Equipment contains Intellectual Property Rights owned by third parties which the Customer is not entitled to sub-licence to the Company, the Customer will use reasonable endeavours to assist the Company, at the Company's cost and expense, in obtaining a licence to use those Intellectual Property Rights owned by third parties on terms that are acceptable to the Company.

23.7 The Customer will not, and will procure that its personnel and, where used, its sub-contractors and their personnel, do not do anything (whether by omission or commission) during the Contract or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights belonging to the Company or its Affiliates.

23.8 Neither Party will obtain any rights in respect of any of the other Party's Intellectual Property Rights by virtue of the Contract.

23.9 All information exchanged between the Company and the Customer in connection with the Contract, together with the copyright therein, will remain the property of the Company, the Company's suppliers, or the Customer as applicable, and will be returned to the owning Party on Termination of the Contract, if requested by such Party.

24 DATA PROTECTION

24.1 This clause 24 only applies to the extent that the Company is processing Personal Data on behalf of the Customer.

24.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation.

24.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Company is the Processor.

24.4 The Personal Data Annex sets out the scope, nature and purpose of processing by the Company, the duration of the processing, the types of Personal Data and the categories of data subjects.

24.5 Without prejudice to the generality of clause 24.2:

24.5.1 the Customer will ensure that it has all the necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to the Company; and

24.5.2 the Company will:

24.5.2.1 only process the Personal Data on the written instructions of the Customer, including transfers of Personal Data outside of the European Economic Area, unless the Company is required to do so by a legal obligation and, if so, the Company will notify the Customer of this before such processing, unless a legal obligation prohibits this;

24.5.2.2 ensure that all personnel authorised by the Company to process Personal Data are obliged to keep the Personal Data confidential; and

24.5.2.3 ensure that it has in place appropriate technical and organisational measures designed to protect against a Personal Data Breach, appropriate to the harm that might result from such a Personal Data Breach and the nature of the Personal Data Breach to be protected. The Company shall have regard to the state of technological development and the cost of implementing any measures including, where appropriate:

24.5.2.3.1 pseudonymising and encrypting Personal Data;

24.5.2.3.2 ensuring confidentiality, integrity, availability and resilience of its systems and Telecom Service(s);

24.5.2.3.3 ensuring that the availability of, and access to Personal Data, can be restored in a timely manner after an Incident; and

24.5.2.3.4 regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

24.5.3 notify the Customer promptly if it becomes aware of a Personal Data Breach;

24.5.4 assist the Customer in responding to any requests from Data Subjects and ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, save that if this is not within the reasonable remit of the Telecom Service(s), this will be at the Customer's cost;

24.5.5 at the Customer's written direction, delete or put Beyond Use or return the Personal Data to the Customer, once provision of the Telecom Service(s) has ceased unless required by a legal obligation to restore the Personal Data; and

24.5.6 maintain records and information to demonstrate its compliance with clause 24 and where this is not sufficient, allow for one audit per year at the Customer's cost provided it provides at least thirty (30) days written notice of its intention to audit, including specific details as to the scope of the audit and any required evidence.

25 ASSIGNMENT AND SUBCONTRACTING

25.1 The Customer shall not assign or transfer the Contract to any third party.

25.2 The Company may assign, transfer or subcontract any or all of its rights and obligations under the Contract to a third party upon serving notice to the Customer.

25.3 The Company may at its sole discretion provide the Telecom Service(s) and/or Rental Equipment to the Customer directly and/or through its Affiliates, agents and sub-contractors, provided that the Company remains primarily liable for the acts and omissions of its Affiliates, agents and sub-contractors, subject to the terms and conditions of the Contract.

26 WAIVER

26.1 The failure or delay by either Party to the Contract to exercise or enforce any right, power or remedy under the Contract shall not be deemed to operate as a waiver of any such right, power or remedy, nor shall any single or partial exercise by any Party operate as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

27 ENTIRE AGREEMENT

27.1 This Contract constitutes the entire Contract between the Parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Contract.

27.2 Each of the Parties acknowledge and agree that in entering into this Contract it does not rely on, and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Contract or not) other than as expressly set out in this Contract. Nothing in this clause 27.2 shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

28 THIRD PARTY RIGHTS

28.1 The Contract will inure for the benefit of the Company and its Affiliates from time to time.

28.2 Except as expressly provided for in clause 28.1, a person who is not a Party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Term of this Contract. For the avoidance of doubt, Customer Affiliates shall have no rights to enforce any term of the Contract.

28.3 The rights of the Parties to Terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any other person.

29 PARTIES' RELATIONSHIP

29.1 Nothing in this Contract shall create, or be deemed to create, a partnership or joint venture between the Parties and nothing in this Contract shall be construed to appoint one Party as the distributor, dealer or agent of the other.

30 NOTICES

30.1 All Notices to be given to a Party under the Contract will be in writing in English and will be marked for the attention of the authorised person, sent by recorded or special delivery post (except in the case of the Company and subject to its discretion, by email to the Customer's chosen email address, or otherwise on the Company Website), as detailed for the Party below:

30.1.1 in the case of the Company: Kane Hardy, Green IP Limited, Unit 4, Glenmore Business Park, Poole, Dorset, BH16 6NL; and

30.1.2 in the case of the Customer, using the details set out in the Product Order.

30.2 A Party may change the details recorded for it in clause 29 by written Notice to the other Party in accordance with clause 30.1.

30.3 A Notice will be treated as having been received if sent by recorded or special delivery post, on the first business day after posting, or alternatively if sent by the Company by email, or placed on the Company Website, the day the email is sent or the Notice placed on the Company Website.

31 PRIORITY OF DOCUMENTS FORMING THIS CONTRACT

31.1 This Contract is recorded in the following documents:

31.1.1 the Company Website;

31.1.2 the Product Order which contains the quotation of the Company to the Customer and these Customer Account Terms;

31.1.3 the applicable special conditions, if any; and

31.1.4 the applicable Product Terms for either the Equipment or the Rental Equipment.

31.2 In the event of any conflict between the provisions of the documents making up this Contract, the order of precedence shall be as set out in clause 31.1 of these Customer Account Terms (in order of decreasing precedence) unless explicitly stated otherwise. Moreover, in the event of a conflict between the quotation and these Customer Account Terms, the quotation shall always take precedence over these Customer Account Terms.

32 GOVERNING LAW

32.1 This Contract and any issues or disputes of whatever nature arising out of it or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed, interpreted and construed in accordance with the laws of England and Wales. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute arising out of or in connection with the Contract.

32.2 These Terms and Conditions will apply to any Contract between the Company and the Customer whether the Customer is located in the United Kingdom or not.

The Personal Data Annex

For the purposes of this Annex, the following terms shall have the following meanings:

Beyond Use	as specified in accordance with the guidance issued by the Information Commissioner's Office from time to time;
Controller	shall be as defined in the Data Protection Legislation;
Data Protection Legislation	the Data Protection Act 2018 (as amended from time to time);
Data Subject	shall be as defined in the Data Protection Legislation;
Processor	shall be as defined in the Data Protection Legislation;
Processing	shall be as defined in the Data Protection Legislation ("**Process**" shall be construed accordingly);
Scope of Processing	The Company processes Personal Data to enable it to provide, manage, enhance, review and service the Services and to discharge any legal obligations imposed upon it;
Nature and Purpose of Processing	The Company processes the Personal Data to: (a) make informed decisions about Customers and the Services; (b) perform day to day management of accounts and Services; (c) record consent e.g. in relation to marketing preferences or disability or medical conditions, to make its Services more accessible, to provide information in alternative formats and to ensure marketing materials are issued in line with preferences; (d) provide and maintain online alias and service performance data; (e) Company data where this identifies a Data Subject e.g. Company name and registered number; (f) contact information e.g. email address; (g) social media details e.g. profile IDs and handles; (h) identification data e.g. passport and driving licence; (i) professional life data e.g. job title and employer; (j) service information e.g. speed logs; and (k) special categories of Personal Data e.g. data relating to physical or mental health and biometric data for voice recognition software or the implementation of security measures.
Categories of Data Subject	The Personal Data processed shall concern the following categories of Data Subjects only: (a) officers and staff of the Customer, including employees, consultants, agents, temporary workers, casual workers and other individuals authorised to act on behalf of the Customer.
Duration of Processing	The Company shall process Personal Data for no longer than is reasonably necessary for the purposes for which it is processed.

GREEN IP ACCOUNT TERMS

SUPPORT TERMS

1. SUPPORT OPERATING HOURS

1.1 Incident logging is available 24 hours a day seven days a week 365 days a year.

2. SUPPORT

2.1 The Company will use reasonable endeavours to carry out any Support during the Support Window. Support will not constitute an Incident where:

(a) the Company notifies the Customer in advance of the Support as set out in the relevant Support Terms;

(b) it does not exceed the maximum duration specified in the notification for such Support;

(c) it does not impact the Telecom Service(s) and/or Rental Equipment; or

(d) it is carried out during the Support Window.

3. INCIDENT MANAGEMENT

3.1 Before contacting the Company about an Incident, the Customer should make all reasonable efforts to rule out the possibility that it is caused by Customer's equipment or network connectivity failure.

3.2 The Customer should report an Incident to the Company as soon as reasonably practicable.

3.3 Where the cause of an Incident is not due to a failure of the Telecom Service(s) or Rental Equipment (for example if there is a failure of the Customer's Network), the Customer shall be liable for the Company's reasonable costs and expenses incurred in investigating the same. However, the Company will cover the cost of shipping a replacement unit in the event of diagnosing a faulty piece of Rental Equipment, or any other equipment maintained by the Company, as defined within a Product Order that is not due to the Customer's fault or negligence.

3.4 Unless the Product Order states otherwise, the Customer must report Priority 1 or 2 Incidents using the telephone number on the Company's Support Portal on the Website or as otherwise provided by the Company. Any Priority 1 or 2 Incidents which are not reported in the correct manner are not subject to the response and resolution targets.

3.5 Priority Level 3 Incidents may be reported by phone, email or relevant web portal.

3.6 The Customer will be required to provide the following information when reporting the Incident:

(a) contact details (including email and telephone number) of person reporting Incident;

(b) Incident Site contact details;

(c) times at which the Customer representative will be at Site to give access to the Company or its representative;

(d) connections or Telecom Service(s) affected; and

(e) Incident description or details of the Incident symptoms.

3.7 When an Incident is reported by the Customer, the Company will assign a Priority Level and Incident reference and provide this to the Customer within sixty (60) minutes of notification of the Incident to the Company.

3.8 Where an Incident is temporarily repaired, the Incident may be reduced to a lower Priority Level as appropriate. The re-classification of an Incident will determine the course of actions thereafter.

3.9 For Priority 1 Incidents, the Customer agrees that Intrusive Testing by the Company can occur without seeking permission. For any other issue where the Company believes that Intrusive Testing is required, it will seek permission from the Customer before doing so.

3.10 Where an appointment is agreed to work on Site and anyone acting on the Company's behalf is unable to gain access to the Site or carry out the necessary work on Site, the Company may levy associated Ancillary Charges, unless it is the Company's error.

4. INCIDENT PRIORITY

4.1 Incident Priority is classified accordingly:

Priority Level	Incident Description
Priority 1 Total Outage (urgent)	Total loss of service existing for five minutes or more before logging.
Priority 2 Severe Intermittence (High)	Significant degradation or materially intermittent connectivity that has high degree of service impact and where the

	intermittence can be demonstrated repeatedly within an hour interval.
Priority 3 Degradation (Medium)	Incident has low service impact.
Priority 4 Change Request (Low)	Request for a user licence to be moved, deleted or otherwise modified.

4.2 The provision of Customer updates by the Company shall depend on the severity level of the Incident. These response times start when an Incident has been entered into the Support Portal. The Company shall update the Customer with the status of the Incident and/or fault regularly according to the table above or as agreed with the Customer at the time of logging the fault and/or Incident.

4.3 The Company shall attempt to provide a temporary solution to minimise the impact on the telecom service(s) or the system whilst a potential solution is developed.

5. FAULT TICKET NUMBERS

5.1 The Company support team will advise the Customer of a fault ticket number. The Customer must refer to this number in any subsequent telephone conversations or correspondence relating to the fault and/or Incident. Each fault ticket will have a fault notification time and a fault resolution time and the time to fix will be a measurement between these two times. The fixed time will be noted when the issue is resolved, or a temporary fix has been implemented. If required, the Customer may provide the Company support team with its Incident report number which will be entered on the Incident management system for cross-reference in future correspondence.

6. CLOSING TICKETS

6.1 Upon fault clearance, the Company shall resolve the ticket within the Incident reporting system. The Company will require a response from the Customer to confirm the ticket can be closed. After twenty four (24) hours, if there is no response, the Company may automatically close the fault ticket.

7. TICKET STATES

7.1 The Company Incident management system operates with six (6) ticket states:

- **Pending**: the ticket is open and awaiting allocation to an engineer for investigation.
- **In progress**: the ticket has been allocated to an engineer and is being actively worked upon.
- **Awaiting customer**: awaiting an action or response from the Customer.
- **Awaiting third party**: awaiting an action or response from a third party.
- **Recontact now**: review required and action to be taken.
- **Customer requested close**: the ticket will be reviewed with root cause for Customer closure request documented.
- **Resolved***:* the Incident has been resolved.
- **Closed**: the ticket has been closed with the agreement of the Customer or auto-closed after twenty four (24) hours with no response.

8. RESOLUTION

8.1 The duration of an Incident will be measured in Clock Hours.

8.2 The Company may keep an Incident open for monitoring purposes after Resolution until Closed.

8.3 If the same Telecom Service(s) experience multiple Incidents arising from a single root cause within the same month, the Company will consider and treat this as an intermittent single Incident for the purposes of Resolution Targets.

9. ESCALATION

9.1 Escalation means that more senior support staff will be made aware of the Customer's Incident and provide additional assurance to the Customer.

9.2 The Company will provide the Customer with the escalation procedure for each telecom service(s) on request.

9.3 The parties shall use the escalation procedure when events justify the escalation of issues above the level of personnel or management involved at any time. The escalation procedure can be invoked when a reported fault exceeds either its response or restoration time.

9.4 An escalation can start at any time should the Customer require more immediate action or feels an escalation is justified. The Company shall advise the Customer of its intent and the next manager will be contacted.

10. ESCALATION STAGES

10.1 The escalation points are as follows:

- **Tier 1**: the Company/Customer support manager.
- **Tier 2**: the Company's operations manager.
- **Tier 3**: the Company's general manager.

GREEN IP ACCOUNT TERMS

SERVICE LEVELS

1. SERVICE AVAILABILITY PLATFORM

1.1 Target platform availability is 99.999% for on-platform call processing. This is calculated over a one-month period and includes on-platform call processing faults that affect all users on the system. On-platform call processing faults would include no inbound or outbound service, badly distorted call quality, call transfer incompletion and total failure.

1.2 When calculating target service availability, the parties agree that any planned maintenance on the relevant platform provider's platform shall not be taken into account. If an outage is experienced, the Company will provide a report to the Customer stating the availability in percentage up time and number of minutes the platform provider's platform was unavailable for within a one-month period.

2. SERVICE AVAILABILITY APPLICATIONS

2.1 Target availability for applications using the web server component within the platform provider's platform, e.g. receptionist, client and toolbar, is 99.999%. This is calculated over a one-month period. If an outage is experienced, the Company will provide a report to the Customer stating the availability in percentage up time and number of minutes the applications were unavailable within a one-month period

2.2 The Company cannot be held responsible for failures outside of its own network which shall be deemed as the point of demarcation at the egress point to the Customer's network or the Customer's network provider.

3. FAULT REPORTING AND SUPPORT SERVICES

3.1 **Remote Access Facility**

If there is a problem with the telecom service(s), the Customer shall (where applicable), and at no cost to the Company, provide timely and adequate access to either the Equipment or Rental Equipment via public or private internet access to allow the Company to provide support services. Any delays beyond the Company's control will not be calculated within the target resolution time and may lead to delays in implementing a resolution.

3.2 **Fault duration**

All faults are to be recorded with the Company, via the Support Portal on the Company Website. The exact fault duration shall be calculated as the elapsed time between the fault ticket being opened with the Company and the time when the telecom service(s) are restored/resolved.

3.3 **Planned maintenance**

Planned maintenance to the relevant platform provider's platform, which may be service affecting, shall be scheduled between the hours of 2100 GMT and 0700 GMT Monday through Sunday. Planned maintenance that may cause severe service disruption (i.e. the ability for a user not to be able to make any calls during the maintenance window) shall not take place more than once in any calendar month. All planned maintenance will be notified to the Customer via email at least ten (10) working days in advance.

3.4 **Fault procedure**

Following initial investigation by the Customer to any problem to eliminate local causes.

4. TALKDESK SERVICE LEVELS

4.1 The Talkdesk Service levels regarding the Essentials and/or Elevate licences purchased under the ordering process described in clause 2 of the Customer Account Terms are subject to the Talkdesk Service Level Agreement located at www.talkdesk.com/legal/service-level-agreement-express-essentials-elevate.

4.2 The Talkdesk Elite and Experience Cloud licences purchased under the ordering process described in clause 2 of the Customer Account Terms are subject to the Talkdesk Service Level Agreement located at www.talkdesk.com/legal/service-level-agreement-elite-experience-cloud.

GREEN IP ACCOUNT TERMS

ADDENDUM RE: MOBILE (FMC) SERVICE

Acceptable Use Policy of Evolve IP Inc

This End User Acceptable Use Policy ('**AUP**') governs your use of the Mobile Service(s). The Global Mobile Service(s) you use is a shared resource, which is managed for the benefit of all customers and you as an individual user/subscriber. Your Service Plan(s) is intended specifically for voice calling, messaging and mobile data and similar activities. Certain activities and uses of the mobile service(s) are permitted and others are not. If you purchase and/or use the eSIM/SIM in a mobile device manufactured specifically to be used on mobile networks, you agree, and our other customers and users rely on your agreement, that you intend to use the eSIM/SIM activated on the Mobile Service(s) and will not resell or modify the eSIM/SIM, or assist anyone doing so.

You accept these conditions or service by doing any of the following things:

1. providing written or electronic signature or confirmation or oral confirmation that you accept;

2. activating, using or paying for the Mobile Service(s). Mobile Service(s) Permitted Use includes:

    2.1 voice calls;

    2.2 web browsing;

    2.3 messaging;

    2.4 email;

    2.5 streaming media;

    2.6 uploading and downloading applications and content to and from the Internet or third party stores;

    2.7 using applications and content without excessively contributing to network congestion; and

    2.8 tethering a mobile device to other non-harmful devices pursuant to the terms and conditions and allotments of your Data Plan.

Plan Restrictions

Unless explicitly permitted by your Service Plan, you are not permitted to use your eSIM/SIM or the Services in a way that:

1. uses a repeater or signal booster other than one which is approved under mobile communication service regulations;

2. comprises network security or capacity, degrades network performance, uses malicious software or 'malware', hinders other customers' access to the network, or otherwise adversely impacts network service levels or legitimate data flows;

3. uses applications which automatically consume unreasonable amounts of available network capacity;

4. uses applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality;

5. misuses the Service, including 'spamming' or sending abusive, unsolicited, or other mass automated communications;

6. accesses the accounts of others without authority;

7. uses a fixed wireless device (provided for use in a fixed location) at a location or address other than the one provided at activation;

8. resellers the Service, either alone or as part of any other good or service;

9. tampers with, reprograms, alters, or otherwise modifies your eSIM/SIM or Device to circumvent any of our policies or violate anyone's intellectual property rights;

10. causes harm or adversely affects us, the network, our customers, employees, business, or any other person;

11. conflicts with applicable law;

12. is not in accordance with these Permitted and Prohibited uses;

13. attempts or assists or facilitates anyone else in any of the above activities; or

14. should the mobile number be attached to an account with alternative devices, then when calling from 'other' handsets, the call can only be placed to another land line number. Please review Ofcom regulations.