

Connect Business Voice Telephony Services

Part 1

RESELLER: ADDRESS: POSTCODE:	DATE OF AGREEMENT: CONTRACT TYPE: OUR REF: ACCOUNT MANAGER:
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BILLING ADDRESS Address: Postcode:	BILLING CONTACT Name: Position: Phone: Mobile: Email:
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CONTRACT PERIOD: Initial Term: 12 months Proposed Start Date:	PAYMENT DETAILS: Credit Limit: £ CDR Frequency:
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THE CHARGES SET OUT IN THIS AGREEMENT DO NOT CONSTITUTE AN OFFER AND MAY BE WITHDRAWN AT ANY TO TIME PRIOR TO ACCEPTANCE OF THE AGREEMENT BY KCOM GROUP LIMITED

NOTE: All charges exclude VAT which will be added at the prevailing rate



Connect Business Voice Telephony Services

Offer and Acceptance - Part 2

We have issued this Agreement to You which includes a copy of Our Standard Terms and Conditions of Service and any other Parts which set out details of the applicable Services, Service Standards, Sites and Charges. You confirm that You have access to Our Price Manual available at www.heybusiness.kcom.com which sets out further details of the Services and further details of the Services and Charges.

By signing in the place indicated below You indicate Your offer to enter into this Agreement. This Agreement will not come into force unless and until We have signed in the place indicated below.

YOUR DETAILS:	
REGISTERED COMPANY NAME	
COMPANY REGISTRATION NUMBER	
REGISTERED OFFICE	
POSTCODE	

YOUR OFFER TO ENTER INTO THIS AGREEMENT (To be completed by You)		AGREEMENT ACCEPTANCE BY KCOM GROUP LIMITED	
Signed		Signed	
Name		Name	
Position		Position	
Date		Date	

Please update any information in the 'Your Details' box which is incorrect or omitted.

Connect Business Voice Telephony Services

Service Standards - Part 3

1 INTRODUCTION

These Service Standards define the commitments KCOM makes to the Reseller.

Detailed information regarding the Services and the applicable charges are set out in the Price Manual. Further information regarding the operation of the Services will be set out in the Service Operations Manual that will be issued to the Reseller separately by KCOM.

Any changes, modifications, additions or deletions to these Service Standards will be provided to the Reseller in writing 30 days prior to such change coming into effect.

The Reseller will provide a list of individuals employed directly by the Reseller who are authorised to place orders and/or raise faults with KCOM, pursuant to this Agreement. Such individuals shall be referred to as the System Administrators. KCOM will only accept orders placed and/or faults raised by the System Administrators.

2 SERVICE DELIVERY

2.1 KCOM Obligations

KCOM will provide the Reseller with a Proposed Start Date for the services KCOM offers.

2.2 Restrictions

If the Reseller cancels an order, or significantly modifies it (e.g. changes in service location, delivery date, or service type) prior to the Proposed Start Date, KCOM reserves the right to claim reasonable costs incurred as a result of such cancellation or modification. In addition KCOM will not be bound by the original timescales.

If service installation cannot proceed due to a customer related issue eg no available power sockets, no wall space or access to the Site is refused, an abortive visit charge may be raised.

3 SERVICE AVAILABILITY

3.1 KCOM Obligations

KCOM will use reasonable endeavours to provide the Services 24 hours a day throughout the year and to give the Reseller advance notice of any planned maintenance works which will impact service availability.

3.1.1 Restrictions

3.1.2 Service outages attributable to the completion of planned maintenance on the KCOM network and previously notified to the Reseller shall not be deemed occurrences of unavailability.

3.1.3 Service outages which are the result of Reseller Responsible Faults shall also not be deemed occurrences of unavailability.

4 FAULT MANAGEMENT

4.1 Fault Reporting

The Reseller shall immediately notify KCOM of any fault or breakdown of service in accordance with the procedures set out in the Service Operations Manual.

Faults can be reported to KCOM, 24 hours a day, throughout the year.

The Reseller shall use its reasonable endeavours to ensure that End Users do not contact KCOM directly. KCOM will not be obliged to take any action in response to any incidents reported directly by End Users.

4.2 KCOM Obligations

Once it has been established that a fault exists, KCOM shall use its reasonable endeavours to remedy such faults in accordance with the procedures set out in the Service Operations manual.

The Time To Repair Faults (TTRF) obligation for the Services will vary depending on whether the fault is covered by Our BusinessCare or BusinessCare Plus support service as shown in Table 2.

Table 2

Support Service	Time To Repair Fault (TTRF)
BusinessCare	10 working hours (measured between 08:00 and 18:00 hours Monday to Saturday, Public and Bank Holidays excepted)
BusinessCare Plus	5 clock hours (measured 24 hours a day, 7 days a week, Public and Bank Holidays included.)

The BusinessCare service is provided as standard. The BusinessCare Plus service is available for the additional Charges described in the Price Manual.

4.3 Restrictions

The TTRF period shall only begin once the Reseller has notified KCOM of the fault in accordance with the procedures set out in the Service Operations Manual.

The TTRF period shall cease upon notice to the Reseller by KCOM of resolution of the fault. KCOM will record the duration of the TTRF period in order to be able to comply with its obligations

5.1 Escalation / Complaint

If the Reseller feels that any service related matter is not being dealt with to its satisfaction or if the Reseller is dissatisfied with the level of service being provided by KCOM, the Reseller shall use the Escalation or Complaint process as set out in the Service Operations Manual.

Connect Business Voice Telephony Services

Access Charges & Call Tariff - Part 4

KCOM provides the Services at a wholesale tariff and it is the responsibility of the Reseller to determine their own retail tariff and bill the End Users accordingly.

The Charges for the Services shall be as detailed in the Price Manual available at www.heybusiness.kcom.com as updated from time to time.

The summary information relating to the Charges set out in this Part 4 is intended to provide a summary of the principle features of the Charges as at the Commencement Date. Further details regarding the Charges are set out in the Price Manual.

In the event of any conflict between the information on Charges set out in this Part 4 and Price Manual, the Price Manual shall take precedence.

1 Access Charges

1.1 Connection Charges

Migration of an existing Exchange Line where only the account name and billing details are changed – this Charge will apply to completed transfers. Details of the connection charges are set out in the Price Manual.

1.2 Administration Charges

Details of the administration charges are as set out in the Price Manual.

1.3 Line Rental Charges

Business Exchange Lines available on this tariff are Analogue, ISDN2e and ISDN30e. Line rental Charge is per line/channel and is inclusive of local calls.

Monthly rental, per line/per channel, per calendar month are set out in the Price Manual.

2 Call Charges

Details of the Call Tariff are as set out in the Price Manual.

Details of the call calculation policy are as set out in the Price Manual.

3 Additional Service Features

The Reseller may ask KCOM to provide the Value Added Services and other additional service features detailed in the Price Manual for use in conjunction with the Services. The provision of any such additional service features will be at KCOM's discretion and subject to availability. The Reseller must pay additional Charges for any additional service features it takes at the rates set out in the Price Manual.

Standard Terms and Conditions of KCOM Group Limited for Connect Business Voice Telephony Services

Part 5

1 TERM

1.1 This Agreement shall come into effect on the Commencement Date and, subject to the provisions for earlier termination, shall continue during the Initial Term and thereafter shall continue unless and until terminated by either party on no less than 90 days' written notice to the other.

1.2 Each Order shall commence on its Service Start Date and continue until the expiry of its Initial Term. Following the expiry of the Initial Term, the Order will continue unless and until terminated by either party giving the other no less than 30 days' prior written notice.

2 PROVISION OF THE SERVICE

2.1 KCOM will use all reasonable endeavours to provide the Service in accordance with the Service Standards and will use reasonable skill and care in the provision of the Service. However, the Reseller acknowledges that the Service cannot be provided fault free and KCOM does not warrant error free or uninterrupted use of the Service.

2.2 Without prejudice to the provisions of clause 3, the Reseller acknowledges that KCOM may from time to time make changes to the Service Standards. Such changes will be notified to the Reseller not less than 30 days prior to their taking effect. The Reseller may at any time during this Agreement, terminate this Agreement on 30 days prior written notice, if any change in the Service Standard made by KCOM can be shown to be detrimental to the Reseller or the End Users.

2.3 KCOM will use reasonable endeavours to provide the Service for use by the Reseller from the Proposed Start Date unless otherwise specifically agreed by the parties in writing or unless KCOM are unable to do so as a result of a failure by the Reseller to fulfil its obligations under this Agreement or by any delay caused by a nominated third party (including, without limitation, other Network Operators).

2.4 KCOM does not guarantee the continuous availability of any particular Service and the Reseller acknowledges that KCOM may be dependent upon third parties (including, without limitation, other Network Operators) when providing the Service. Notwithstanding any other provisions of this Agreement, but subject to clause 12.1, KCOM will not be liable to the Reseller in contract, tort (including negligence) or otherwise for the actions of any third party (including, without limitation, acts or omissions of the other Network Operators) that affect or otherwise impact upon the provision of the service.

2.5 KCOM shall be entitled to:

- (a) change the technical specification of the Services (provided that such changes do not materially affect the performance of the Services) where necessary for operational or technical reasons or in order to comply with statutory or regulatory requirements; and
- (b) suspend the Services for operational or technical reasons or in case of emergency; and
- (c) give the Reseller instructions which KCOM believes to be necessary for health and safety reasons or for maintaining the quality of the Services.

2.6 KCOM shall provide to the Reseller CDRs in respect of the CLIs to which this Agreement relates in the format and at such times as are set out in Part 1 as reasonably amended by KCOM from time to time.

2.7 The Reseller acknowledges that KCOM may bar access to certain types of number ranges if the Reseller is in breach of this Agreement (or if KCOM reasonably suspects the Reseller is in breach of this Agreement) or for commercial or regulatory reasons.

2.8 KCOM does not guarantee that it can provide Services to specific numbers where such number(s) have been transferred to the KCOM Network from another Network Operator or where there are national code or number changes and KCOM shall not be liable for any loss or damage the Reseller may incur due to the Reseller's inability to receive any incoming telephone calls to any such number. The Reseller acknowledges that any Service Number allocated to the Reseller by KCOM is provided for the duration of this Agreement, that the number may not be sold and that the number may only be transferred with KCOM's consent.

2.9 KCOM will publish a standard single line entry in the White Pages Directory for each Exchange Line taken by the Reseller as part of the Services, subject to the standard procedures and timetable operated by KCOM in relation to the publication of the White Pages Directory.

The publication of entries for Exchange Lines in the Colour Pages Directory is not included in the Service and will be subject to separate agreement with KCOM.

2.10 If the Reseller takes over the provision of an existing Exchange Line as part of the set up of the Services for any Order, the Reseller shall confirm what additional service features (if any) are to be retained on the Exchange Line. The provision of any such additional service features as part of the Services shall be at KCOM's discretion and subject to availability. The Reseller must pay additional Charges for any additional service features provided by KCOM at the rates set out in the Price Manual.

3 SERVICE ORDERS

3.1 The Reseller shall request KCOM to provide the Services in relation to End Users by sending an Order to KCOM, in respect of the End User. Each Order shall include full and accurate written details of the End User and End User Premises to which the relevant Order relates. The Reseller acknowledges that in order for KCOM to be able to provide the Services, the Reseller must provide fully the information regarding the End User Premises and the Services requested. All Orders must be placed in accordance with such procedures as may be agreed between the parties from time to time.

3.2 The Reseller acknowledges and agrees that the Services are for resale to End Users, who will use the Services in the course of their business only. KCOM reserves the right to reject (and/or terminate) any Order placed by the Reseller on behalf of an End User who, in the reasonable opinion of KCOM, would be deemed a consumer, as that term is understood pursuant to relevant Legislation.

3.3 Further, the Reseller acknowledges and agrees that:

- (a) the Services can only be provided to End Users who have access to an Exchange Line terminating at an End User Premises located within the SMP Area. The Reseller shall ensure that the End User has the necessary authority to use the Exchange Line with the Services;
- (b) for the avoidance of doubt, the Services can not be provided to an End User on a residential exchange line; and
- (c) for the avoidance of doubt, the Services can not be provided to an End User on a Centrex exchange line.

3.4 The Reseller shall obtain written consent from the End User to terminate its current service from KCOM (or any third party, as appropriate). Such consent shall be signed by a person with authority to bind the End User. KCOM shall be entitled to request evidence of such End User consent from the Reseller, at any time and for any reason and the Reseller shall provide such evidence within 2 Working Days of KCOM's request. The Reseller shall indemnify KCOM against all loss, damages, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against KCOM where the Reseller is in breach of this clause. The limitations and exclusions of liability contained in clause 12 do not apply to this indemnity.

3.5 The Reseller accepts that KCOM shall be entitled to send such communications to the End User regarding the termination of the End Users existing service, or any other matters regarding the service supplied by KCOM to the End User, as KCOM deems reasonable in the circumstances.

3.6 The Reseller shall request KCOM to provide the Services in relation to the CLIs. Each request for Services shall include full and accurate written details of the CLIs to which the relevant request relates, together with the relevant postcode.

3.7 KCOM shall not be liable in respect of any delay to or failure of the Services to the extent caused whether directly or indirectly by any failure of the Reseller to comply with the provisions of clause 3 or 4.5.

3.8 The parties acknowledge that the Services may not be available for use in all exchange areas and/or via all exchange lines. The Reseller will therefore be responsible for carrying out such pre-Order screening procedures as may be agreed between the parties from time to time.

3.9 KCOM reserves the right to terminate any Order where KCOM is unable to provision the Services for any reason. KCOM shall be entitled to charge the Reseller an additional charge for such failed Order.

3.10 The Reseller shall be entitled to cancel any Order, prior to the Service Start Date, subject to the Reseller paying an additional charge to KCOM for such cancelled Order. Following the Service Start Date, the Reseller shall pay a Termination Payment to KCOM, calculated in accordance with clause 11.2.

4 USE OF THE SERVICES

4.1 The Reseller shall, and shall ensure that the End Users shall, use the Services in accordance with the provisions of this Agreement, or such reasonable operating guides and instructions as may be notified by KCOM to the Reseller from time to time, and in accordance with all relevant provisions of the Acts and any other relevant Legislation. Without limitation to the foregoing, the Reseller shall comply with provisions of the Communications Act 2003 relating to advance notification to Ofcom and the general conditions of entitlement.

4.2 In particular, the Reseller shall not, and shall use all reasonable endeavours to ensure that the End Users do not, use the Services in any way in connection with or for the purposes of sending, posting, publishing, distributing, disseminating or transmitting any message or communication or material which is offensive, abusive, indecent, obscene, harassing or menacing or which does, or is intended to, cause annoyance, inconvenience or worry or which is fraudulent or defamatory, an act of treason or intended to be a hoax call to any emergency services or which (in the reasonable opinion of KCOM) brings the name of KCOM or the KCOM Group into disrepute or in any way which causes damage or disruption to the Services or the KCOM Network.

4.3 The Reseller acknowledges and agrees, and shall ensure its End Users acknowledge and agree, that the Services are subject to the Fair Usage Policy. KCOM reserves the right to take such action as it deems appropriate, in the event of breach of the Fair Usage Policy by the End Users and the Reseller accepts any liability as a consequence of such breach by the End User.

4.4 The Reseller acknowledges and agrees, and shall ensure its End Users acknowledge and agree, that the Services shall not be used in conjunction with any service which routes call traffic over a third party network, without the prior written consent of KCOM. The Reseller agrees to pay such charges, as KCOM deems reasonable, for routing calls in this manner.

4.5 The Reseller shall, and shall ensure its End Users shall, make any such changes and modifications to any Reseller or End User Equipment as KCOM may in its absolute discretion determine necessary in order to provide Services subject to the obligations of the Reseller or End User pursuant to the relevant Legislation. The Reseller acknowledges that if its End Users do not make any such changes and modifications then KCOM may not be able to route the Services to those End Users.

4.6 The Reseller shall, if so requested by KCOM, provide such information in respect of any End Users, the End User Equipment or the Reseller Equipment as KCOM may reasonably require for the purposes of providing the Services including, without limitation, information in respect of signalling equipment.

4.7 Both parties agree to co-operate fully with the Police and any other relevant authorities (including but not limited to the Inland Revenue, the Trading Standards Office and/or OFCOM and any successors from time to time) in connection with any misuse or suspected misuse of the Services and the Reseller consents to KCOM co-operating with any other telecommunications operators in connection with any fraudulent or illegal activity related to or connected with the Services and agrees that KCOM shall be entitled to divulge the name and address and account information relating to the Reseller and/or End Users to such third parties in so far as permitted under applicable Data Protection legislation.

4.8 The Reseller will, and will ensure that any End Users when using the Service will use reasonable endeavours to avoid causing congestion on the KCOM Network and do not misuse the network in any way. Where KCOM notifies the Reseller of any such congestion or misuse, then the Reseller shall immediately take reasonable steps to prevent such congestion or misuse. If the Reseller does not promptly take such steps then KCOM shall be entitled to take all reasonable steps to protect the KCOM Network including the suspension and/or termination of the Services or any part of the Services.

4.9 Title to the KCOM Equipment shall at all times remain with KCOM. The Reseller is responsible for KCOM Equipment and must take reasonable steps to ensure that nobody (other than someone authorised by KCOM) adds to, modifies or in any way interferes with it. The Reseller will be liable to KCOM for any loss or damage to KCOM Equipment, except where such loss or damage is due to fair wear and tear or is caused by KCOM.

5 RESELLER'S OBLIGATIONS

5.1 The Reseller acknowledges that the Reseller has sole responsibility for:

- (a) all credit control, billing, service support, equipment, configuration and all sundry items necessary to provide a usable service to the End Users; and
- (b) the provision and configuration of all End User Equipment or the Reseller Equipment, ensuring that it is compatible with the KCOM Network and dealing with all enquiries regarding the service the Reseller supplies to the End Users.

5.2 The Reseller will, or where appropriate will ensure that the End User will:

- (a) prepare the End User's Premises in accordance with KCOM's reasonable instructions;
- (b) in relation to the End User's Premises, obtain all necessary consents, licences and permissions necessary from landlords or any third parties for installation of KCOM Equipment or the provision of the Service; and
- (c) provide a suitable place and conditions for KCOM Equipment including connection points required by KCOM and electricity.

5.3 The Reseller shall, if requested by KCOM, provide KCOM with a rolling annual traffic forecast every three months, split by month and originating national number group and including such details as KCOM may reasonably require from time to time. Notwithstanding the foregoing, the Reseller shall provide KCOM with as much prior notice as reasonably practicable of a potential new End User likely to require a significant volume of Services.

5.4 KCOM shall not be liable in respect of any delay to or failure of the Services to the extent caused directly or indirectly by any failure by the Reseller to comply with the forecasts provided by the Reseller pursuant to clause 5.3. or by the number of End Users being signed up significantly deviating from the forecasts provided by the Reseller pursuant to this clause 5.4.

5.5 The Reseller shall do all things as shall reasonably be necessary to expedite provision of the Services to End Users and shall maintain competent and appropriately trained staff in sufficient numbers for this purpose. The Reseller shall use all reasonable endeavours to ensure that the End User allows access to End User's Premises for KCOM or KCOM's Sub-Contractors.

5.6 The Reseller agrees to keep KCOM regularly informed as to all matters which may concern KCOM in relation to the implementation and operation of this Agreement and the Reseller agrees to keep proper and up-to-date accounts, billing and sales records, business records, customer databases and other information relevant to the provision of the Services ("Information") and the Reseller shall permit KCOM access to and to inspect all Information (which access shall include access to all Reseller's Premises) on reasonable notice and to take copies thereof for the purposes of reviewing, auditing and ensuring compliance with this Agreement or any relevant law or regulation by the Reseller.

5.7 The Reseller has no authority to contract in the name of KCOM and shall not at any time make any statements or representations to third parties with regard to KCOM or in any way hold itself out as acting on behalf of KCOM. Nothing in this Agreement shall have the effect of creating the Reseller as an agent or representative of KCOM and the Reseller stands in relation to KCOM as an independent contractor with the right to buy Services from KCOM and to resell the same solely on behalf of the Reseller.

5.8 The Reseller is solely responsible for the Reseller Equipment or related software or programming work required in order to enable the Reseller or any End Users to access the Services.

5.9 The Reseller shall ensure that any obligations of the End User set out in this Agreement (expressly or otherwise) are contained in the Reseller's contract with the End User.

5.10 The Reseller must place Orders for the Services as set out in this Agreement and as further detailed in clause 3. The Reseller will be liable for any costs incurred by KCOM due to incomplete information leading to a failure to provide the Service.

5.11 The Reseller agrees to pay KCOM's standard Charges as a result of: (i) KCOM responding to a fault and determining that such fault has not occurred as a consequence of the KCOM Network or and KCOM

equipment; or (ii) the Reseller, the End User or any third party not being available during any pre-arranged visit for installation or maintenance of the Services.

5.12 The Reseller will use reasonable endeavours to ensure the End User provides a suitable and safe environment to KCOM's staff or KCOM's sub-contractor's staff. The Reseller will indemnify KCOM against all loss, damages, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against KCOM where the Reseller is in breach of this clause. The limitations and exclusions of liability contained in clause 12 do not apply to this indemnity except in respect of liability relating to property damage to which clause 12 shall apply.

5.13 The Reseller shall use its reasonable endeavours to ensure that any End Users' equipment connected to the KCOM Network is technically compatible with the Service, will not harm the KCOM Network, and shall be used in accordance with all applicable legislation and standards, and that if the End User wishes to connect equipment to the KCOM Network other than by using a KCOM main telephone socket it will first obtain KCOM's permission.

5.14 The Reseller will nominate a number of System Administrators to be the only points of contact with KCOM for all matters relating to the Service. KCOM will not deal with any requests or inquires that are made in relation to the Services unless they are made by Reseller's nominated System Administrators.

5.15 KCOM will use reasonable endeavours to assist the Reseller with identifying any fraudulent activity connected with use of the Services. However, the Reseller acknowledges and agrees that the Reseller is responsible for maintaining the security of the Reseller Equipment including but not limited to the Reseller's PBX.

5.16 KCOM will usually carry out the Services during their normal working hours but may agree, exceptionally, to carry out work outside KCOM's usual working hours subject to the Reseller's agreement to pay an additional charge.

5.17 Further, KCOM may raise an additional charge if:

- (a) KCOM's approved engineer is called out because of faults that are found upon examination not to be faults with KCOM's Equipment (including without limitation, power supply fluctuations or faults on another network system or apparatus to which KCOM's Equipment is connected) or the Network; or
- (b) KCOM arrange an appointment for KCOM's approved engineer to attend the Reseller's Premises but the Reseller (i) fails to provide access to the Reseller's Premises, or (ii) cancels the appointment for any reason; or
- (c) if the Reseller reports the Equipment faulty and KCOM considers (acting reasonably) that it is not, or the fault is not covered by KCOM's warranty with the relevant third party manufacturer.

6 RELATIONSHIP WITH END USERS

6.1 The Reseller is responsible for the acts and omissions of all End Users in connection with the Service and is liable for any failure by any End User to perform or observe the terms and conditions of this Agreement

6.2 The Reseller acknowledges that it will have certain statutory and regulatory obligations under the Acts in relation to its use of the Services. In particular, the Reseller will have regulatory obligations under the Acts if it uses the Services for the purpose of providing telephony services to End Users. The Reseller undertakes to KCOM to ensure that it complies with all of its obligations in relation to the Services under the Acts and any other Legislation at all times.

6.3 The Reseller acknowledges that KCOM will not have any contractual relationship with End Users in relation to the provision of the Services. The Reseller will fully indemnify KCOM for all costs, expenses and liabilities incurred by KCOM (including any reasonable legal fees) in relation to any claim that is either made or threatened against KCOM by an End User in relation to the provision of the Services.

6.4 Further to clauses 5.14 and 6.3, KCOM will not deal with any requests or enquires made by End Users or any other third party on the Reseller's behalf, in relation to the Services.

7 SUSPENSION OF SERVICES

7.1 KCOM may (without prejudice to its other rights) upon notice to the Reseller suspend the provision of the Services hereunder, in whole or in part with immediate effect for such period as KCOM may in its absolute discretion deem appropriate if:

- (a) KCOM is obliged to comply with an order, instruction or request of Government, an emergency services organisation, or other competent administrative authority, including in particular (but not limited to) OFCOM; or if

(b) KCOM needs to carry out work relating to upgrading or maintenance of the KCOM Network including, without limitation, at the Reseller's Premises or the End User's Premises provided that KCOM will give the Reseller the maximum period of notice (in writing) reasonably practicable in the circumstances;

(c) the Reseller fails to pay any sum due and owing to KCOM;

(d) the Reseller breaches the provisions of clause 8.3.2 relating to the Credit Limit;

(e) KCOM (acting reasonably in all the circumstances) has reason to believe the Services are being used in a manner which would or might breach the provisions of clauses 4.1 or 4.2; or

(f) KCOM (acting reasonably in all the circumstances) suspects that the Reseller is in material breach of any of the terms of this Agreement.

7.2 For the avoidance of doubt, the Reseller will continue to be liable for the Charges during any period of suspension. Any suspension of the Services by KCOM shall be without prejudice any right KCOM may have to terminate this Agreement.

8 CHARGES, PAYMENTS AND CREDIT LIMIT

8.1 KCOM shall invoice the Reseller as follows:

- (a) Connection Charges - at any time on or after the Service Start Date;
- (b) Rental Charges - monthly in advance or as otherwise stated on the Order; and
- (c) Any other Charges, including the Call Charges, or other sums due under this Agreement shall be payable upon demand. All invoices shall be sent to the Invoice Address set out in Part 1 of this Agreement.

8.2 The Rental Charges invoiced by KCOM shall be the Rental Charges applicable to the Band achieved by the Reseller on the Relevant Date.

8.3 The Reseller shall not exceed the Credit Limit.

8.4 In the event that any third party Network Operator increases its charges under its interconnect agreement with KCOM, causing an increase in the cost to KCOM of providing the Service, KCOM may at any time during this Agreement pass such increases in Charges to the Reseller on 30 days' notice. The Reseller may choose to terminate this Agreement on 30 days' notice to KCOM if the Reseller does not accept such proposed increase in the Charges.

8.5 KCOM will be entitled to vary the Charges by updating the Price Manual from time to time. KCOM agrees to comply with its obligations under the Acts in relation to any changes it makes to the Price Manual.

8.6 For the avoidance of doubt, any changes KCOM makes to the Charges will apply to Orders for Services that have already been accepted by KCOM. In the event of KCOM increasing the Charges, the Reseller shall be entitled to terminate any Order for Services that has already been accepted by KCOM and is effected by the increase in Charges at any time during the period of 30 days after the increased Charges are published in the Price Manual. The Reseller shall not be liable to pay the Termination Payment described in clause 11.2 if it terminates an Order pursuant to this clause 8.6.

8.7 Where in order to provide the Reseller with the Service it is necessary in KCOM's reasonable opinion to (whether in whole or in part) use non-standard or exceptionally expensive methods or where a substantially greater cost than usual is incurred by KCOM so as to render KCOM's standard tariff inappropriate KCOM may charge an additional charge. If KCOM decides to do so, KCOM will inform the Reseller and if the Reseller does not wish to pay such additional charges the Reseller may terminate this Agreement by giving KCOM 30 days' written notice.

8.8 If at any time during this Agreement in KCOM's reasonable opinion the Reseller's financial standing changes adversely or the Reseller persistently defaults in paying the Charges then KCOM may request a security deposit against non-payment and/or a guarantee executed by the Reseller's Parent Company (in a form to be agreed between the parties). If the Reseller fails to provide such security deposit within 10 Working Days then KCOM reserves the right to suspend and/or terminate this Agreement with immediate effect by giving the Reseller written notice.

8.9 KCOM shall be entitled to carry out credit checks on the Reseller. KCOM may use information that it holds about the Reseller from its own records and/or KCOM may request information from a credit reference agency. KCOM accepts no liability for the accuracy or otherwise of information provided to it from credit reference agencies. If at any time before or during the term of this Agreement the Reseller fails to meet the standard of

creditworthiness deemed acceptable by KCOM, KCOM shall be entitled to:

- (a) terminate this Agreement, in whole or in part immediately on written notice to the Reseller;
- (b) require the Reseller to make a deposit as security against future payments or such regular instalment payments in advance on account of any future charges as KCOM shall deem appropriate;
- (c) impose a credit limit on the Reseller, or amend the Credit Limit, if already agreed with the Reseller, in respect of Charges and to suspend the Service at any time when such limits are reached until payment in full of such outstanding Charges has been made; and
- (d) impose such other measures on Your right to use any of the Services as We shall deem appropriate.

8.10 If at any time the Reseller owes or exceeds the Credit Limit it will, on receipt of a demand from KCOM:

- (a) make an immediate payment by telegraphic transfer of an amount which reduces the amount it owes KCOM to less than the Credit Limit; and
- (b) shall thereafter ensure that the Credit Limit shall not be exceeded unless agreed between the parties.

8.11 For the avoidance of doubt, all Charges and any other sums due under this Agreement shall be collected in full by direct debit within 30 days of the date of the relevant invoice without any set-off, deduction or withholding of any kind, notwithstanding that the Reseller may not have received payment from any third parties to whom it has provided the Services, and any dispute between the Reseller and such End Users regarding billing is the sole responsibility of the Reseller. Any fraud or other improper use of the Services committed by the Reseller or any End User shall not relieve the Reseller of its payment obligations to KCOM under this Agreement. KCOM reserves the right to charge daily interest on any outstanding amounts until payment is received in full at a rate equal to 4% per annum above the base lending rate of the National Westminster Bank Plc as current from time to time whether before or after judgment until the date payment is received and/or suspend the Service (whether in whole or in part) until all such Charges have been paid in full.

8.12 The Reseller agrees that KCOM may invoice for any call made under this Agreement at any time up to 3 months following the date on which the call was made or the charge was incurred. The Reseller must give KCOM notice of any dispute it wishes to raise regarding the accuracy of any invoice within 3 months of the date the relevant calls were made or charges incurred. The Reseller shall not be entitled to raise any dispute or make any claim regarding the accuracy of any invoice after the expiry of this period.

8.13 All Charges shall (save in the case of demonstrable error) be calculated by reference to CDRs.

8.14 All Charges are exclusive of value added tax and any other applicable taxes which may from time to time be levied.

8.15 Where any Charges or other monies properly due to KCOM or any member of the KCOMOM Group under this Agreement or any other agreements are outstanding, KCOM shall be entitled to offset such payments against any payments due from KCOM or any member of the KCOM Group to the Reseller under this Agreement or any other agreements under which KCOM or any member of the KCOM Group provide the Reseller with telecommunications or data services.

8.16 The Reseller shall pay to KCOM any Charges resulting from fraudulent activity on the Services.

9 ADDITIONAL TERMS FOR TYPE 5 SIGNALLING

The following additional terms will apply if we provide a Presentation Number Service as part of the Services:

9.1 KCOM will provide the Reseller's End Users with a Presentation Number Service where KCOM receives a request for the provision of Presentation Number Services in respect of such End Users from the Reseller.

9.2 The Reseller shall and shall ensure that the End Users shall, use the Presentation Number Service in accordance with the provisions of this Agreement.

9.3 When using the Presentation Number Service, the Reseller will ensure that the Presentation Numbers used:

- (a) are diallable UK telephone numbers;
- (b) have been allocated either to the caller or if allocated to a third party, only used with that party's express written permission;
- (c) are not numbers that connect to a premium rate service, such as but not limited to those beginning with 090 or 091, or to a revenue sharing number that generates an excessive or unexpected call charge;

(d) are not numbers that connect to a Personal Number Service;

(e) are supported by an underlying network number;

(f) are numbers which the End Users are entitled to use and which are notified to KCOM in writing;

(g) are used in compliance with the Communications Act 2003, the Data Protection Act 1998, the Electronic Communications Act 2000 (each as amended) or any other relevant legislation and any decisions, directions or guidance given by Ofcom or any other relevant advisory or regulatory body.

9.4 KCOM will withhold the Call Line Identification Facility and provide the Presentation Number Service to be populated by the Reseller Equipment, or End User's equipment, as instructed by the Reseller on behalf of the End User.

9.5 KCOM cannot guarantee that the Presentation Number, where provided by the End User, will be displayed by the relevant telephone network connecting the call to the called party.

9.6 KCOM reserves the right to terminate the Presentation Number Service in the event that:

(a) any or all of the Presentation Numbers used by the End User are not used in accordance with clause 9.3 of this Agreement;

(b) KCOM receive a complaint from a called party directly or via their telephone network operator or Ofcom or any other regulatory or legislative body about the Presentation Numbers used by the End User; or

(c) KCOM considers, in its reasonable opinion, that the use by the End User of Presentation Number Service brings the name of KCOM into disrepute.

9.7 In the event that KCOM are fined by Ofcom or PhonepayPlus or any other advisory or regulatory body due to the Reseller's breach of clause 9.3 or any other misuse of the Presentation Number Service, the Reseller will indemnify KCOM in full for the amount of such fine(s).

9.8 If the Reseller procures the Presentation Number Service on behalf of an End User the Reseller agrees to pay KCOM additional Charges for the provision of the Presentation Number Service at the rates set out in the Price Manual.

10 TERMINATION

10.1 If either party is:

(a) in material breach of any provision of this Agreement (other than breach of clauses 4.1 or 4.2) and fails to remedy such breach within 30 days of written notice to do so;

(b) unable to pay its debts as they fall due or threaten to suffer any resolution to wind up its business or enter into involuntary or compulsory liquidation or have an administrator, administrative receiver, receiver or any analogous officer appointed over all or part of its assets;

then the other may immediately upon notice in writing (without prejudice to any other rights and remedies it may have) terminate (either in whole or in respect of such Service Numbers as it shall determine) this Agreement.

10.2 KCOM may terminate this Agreement (either in whole or in part) with immediate effect if:

(a) the Reseller is in breach (or KCOM reasonably believes the Reseller is in breach) of clauses 4.1 or 4.2, as such breach may be a criminal offence and/or cause serious harm to KCOM's reputation; or

(b) any authorisation or consent required by either party to provide, connect to or use the Services expires or is terminated or is withdrawn without replacement; or

(c) there is a change of Control in the Reseller (of which event the Reseller shall give KCOM as much notice as possible).

10.3 If this Agreement is terminated as a whole pursuant to clause 10.1 or 10.2, all Orders shall automatically terminate on the date this Agreement terminates.

10.4 Each Order may be terminated in accordance with clause 1.2.

11 EFFECT OF TERMINATION

11.1 Upon termination of this Agreement (howsoever caused) the Reseller shall cease to use the Services and procure that the End Users cease to use the Services and pay KCOM all outstanding amounts accrued or due (including, without limitation, all Charges) in connection with this Agreement together with any applicable disconnection charge in force at the time.

11.2 If any Order is terminated during its Initial Term, as a result of KCOM exercising its termination rights under clauses 10.1 or 10.2 or as a result of the Reseller terminating the same other than pursuant to the Reseller's termination rights under clause 10.1, then the Reseller must pay KCOM a termination payment ("Termination Payment"). The amount of this Termination Payment will be an amount equal to the Charges that would have fallen due for payment by the Reseller if the relevant Order had continued until the expiry of the Initial Term, minus a 10% deduction for costs not incurred and a 10% deduction for early payment of monies.

11.3 The Reseller acknowledges that the Charges have been calculated on the basis that this Agreement will continue until the end of the Initial Term as KCOM may have spent money on set up costs and accordingly the Reseller agrees that it is reasonable for KCOM to require the payment of the Termination Payment as calculated in clause 11.2.

11.4 The expiry or termination of this Agreement will terminate any rights and obligations of either party but will not effect any accrued rights or liabilities of either party or the clauses in this Agreement which expressly or implicitly have effect after the date of termination on which will continue to be enforceable notwithstanding termination of this Agreement.

11.5 Following termination of this Agreement for any reason, the Reseller will assign the End User contracts to KCOM for the continued supply of the Services to such End Users.

12 LIMITATION OF LIABILITY

12.1 Nothing in this Agreement shall limit either party's liability for fraud, or for death or personal injury resulting from its own negligence or that of its employees, sub-contractors or agents.

12.2 The parties accept liability for direct physical damage to the other parties tangible property resulting from their or their employees' negligence up to an aggregate of £2,000,000 (two million pounds).

12.3 Except as expressly provided in this Agreement all conditions, warranties, terms, undertakings and obligations implied by statute (including without limitation those of satisfactory quality or fitness for a particular purpose (even if that purpose is made known expressly or by implication to KCOM)), common law, custom, trade usage or otherwise and all liabilities (if any) of KCOM in respect of the same are hereby wholly excluded to the maximum extent permitted by English Law.

12.4 Neither party will in any circumstances be liable to the other in contract, tort (including negligence) or otherwise (including without limitation for breach of statutory duty) for any: loss of business; loss of data; loss of profits; loss of goodwill; loss of anticipated savings (even when advised of the possibility); loss of revenue or any indirect or consequential losses, liabilities or costs.

12.5 Other than in respect of clause 12.1 and clause 12.2 and subject to clause 12.4, either party's maximum aggregate liability in contract, tort, negligence or otherwise arising out of, or in connection with, this Agreement will in respect of any and all acts, omissions, defaults or events occurring in a Contract Year be limited in aggregate to the greater of:

- (a) £500,000; or
- (b) the value of the Charges paid by the Reseller in the preceding Contract Year ("Liability Sum").

In the event that 12 months has not accrued from the Service Start Date, the Liability Sum will be calculated by calculating the monthly average Charges incurred over the relevant period and multiplying it by 12.

13 INDEMNITY AND UNDERTAKING

13.1 The Reseller may permit End Users to use the Services provided that the Reseller shall be responsible, and remain responsible, for ensuring that:

(a) the End Users comply with the Reseller's obligations under this Agreement (so far as applicable), and

(b) the terms of the Reseller's contracts with End Users are not inconsistent with the terms of this Agreement (so far as applicable) and without limiting the generality of the foregoing the Reseller shall be solely responsible for obtaining from each End User any information, access to premises including, without limitation, the End User's Premises and other co-operation needed by KCOM in connection with the provision of the Services.

13.2 KCOM's obligations under this Agreement shall be solely to the Reseller and the Reseller agrees to fully indemnify, defend and hold harmless KCOM against any and all liabilities, claims and costs (including legal costs) arising from any and all claims by any third party or End User in connection with the Services regardless of cause of action.

13.3 The Reseller shall be liable to KCOM for any acts and omissions of third parties relating to the use of the Services.

14 DATA PROTECTION

14.1 Where KCOM is processing data on the Reseller's behalf KCOM shall only process such data in accordance with the Data Protection Laws and Our Data Processing Commitment.

14.2 The Reseller shall notify KCOM in writing immediately that it becomes aware of any unauthorised or unlawful conduct or activities relating to personal data processed for the purposes of this Agreement.

14.3 The Reseller shall provide all reasonable assistance to KCOM in respect of any data subject access requests made by End Users or other data subjects under the DPA.

15 FORCE MAJEURE

15.1 Neither party will be liable to the other for any loss or damage caused to or suffered by the other as a direct or indirect result of the supply of Services being prevented, restricted, hindered or delayed by reason of any circumstance outside of the first party's control. If either party is prevented from performance of its obligations for a continuous period of 3 months, either party may terminate this Agreement by giving written notice.

16 ALTERNATIVE DISPUTE RESOLUTION

16.1 The parties will attempt in good faith to resolve any dispute arising out of or in connection with this Agreement ("a Dispute") through negotiations between the respective representatives of the parties having authority to settle the matter.

16.2 The parties agree that either of them may refer any Dispute for resolution pursuant to this clause 16 but neither shall be a condition precedent to the commencement of any court proceedings or referral to arbitration or expert determination, and either party may issue and prosecute court proceedings prior to or contemporaneously with the commencement of mediation. The following provisions shall apply to any such reference to mediation:

16.3 The reference shall be a reference under the Model Mediation Procedure ("MMP") of the Centre for Dispute Resolution ("CEDR") for the time being in force.

16.4 Both parties will forthwith upon such referral co-operate fully, promptly and in good faith with CEDR and the mediator and will (without limitation) do all such acts and sign all such documents as CEDR or the mediator may reasonably require to give effect hereto including, without limitation, an agreement in or substantially in the form of CEDR's Model Mediation Agreement for the time being in force.

16.5 To the extent not provided for by such an agreement or the MMP:

(a) the mediation shall commence by either party serving on the other written notice setting out in summary form the issues in dispute and calling upon that other party to agree the appointment of a mediator;

(b) the mediation shall be conducted by a sole mediator (which shall not exclude the present of a pupil mediator) agreed between the parties or in default of agreement appointed by CEDR.

16.6 If and to the extent that the parties do not resolve any Dispute or any issue in the course of any mediation either party shall be at liberty to commence or continue court proceedings in relation to this Agreement in respect of such unresolved Dispute or issue.

17 GENERAL

17.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

17.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as set out in this Agreement. Nothing in this Agreement will operate to limit or exclude any liability for fraud.

17.3 Should any provision of this Agreement be held to be void or voidable the remaining provisions of this Agreement will continue in full force and effect.

17.4 No forbearance, delay or indulgence by either party in enforcing the provision of this Agreement will prejudice or restrict the rights of that party nor will any waiver of its rights operate as a waiver of any past or subsequent breach.

17.5 Nothing in this Agreement shall prevent KCOM from marketing its services to End Users during the term of this Agreement, or from entering into contract with any End User for services similar to the Services.

17.6 KCOM shall use reasonable endeavours to meet any delivery time, date or period. However, such dates shall be regarded as estimates and KCOM shall have no liability to achieve any such time, dates or periods.

17.7 Members of KCOM Group may enforce either rights under clause 8.15 but no other person or body who is not a party to this Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract (but this does not affect any rights or remedies of a third party which exist or are available apart from that Act).

17.8 The Reseller may not assign the whole or part of this Agreement without KCOM's prior written consent such consent not to be unreasonably withheld or delayed. KCOM may assign this Agreement to any company which from time to time is a member of the KCOM Group.

17.9 Subject to clause 17.8 KCOM may not assign this Agreement to any other third party without the Reseller's prior written consent such consent not to be unreasonably withheld or delayed.

17.10 The Reseller agrees not to disclose any of the terms and conditions of, or details of, this Agreement to any third party save as necessary in order to comply with its obligations in this Agreement or as required by law without the prior written consent of KCOM.

17.11 KCOM reserves the right to vary these terms and conditions: (i) to the extent necessary to take into account any changes to regulations and any relevant Legislation; or (ii) on not less than 30 days prior to their taking effect. The Reseller may at any time during this Agreement, terminate this Agreement on 30 days prior written notice, if any change in these terms and condition made by KCOM can be shown to be detrimental to the Reseller or the End User's. Any other variations must be in writing and agreed between the parties.

17.12 Any notice under or in connection with this Agreement shall unless otherwise agreed be in writing and may be delivered by hand to or sent by first class post or by facsimile (confirmed by post) to the address of the party concerned set out in this Agreement or any other address notified from time to time.

17.13 Any notice addressed as provided in clause 17.12 shall be deemed to have been given or made on the second Working Day after posting if sent by first class post upon delivery if delivered by hand and if sent by fax on the next Working Day after the date of transmission provided the sender's facsimile machine produces a report showing successful transmission to the correct facsimile.

17.14 This Agreement will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

18 DEFINITIONS

18.1 Except where the context otherwise requires in this Agreement the following words and phrases will have the following meanings:

"Acts" the Communications Act 2003, the Telecommunications Act 1984 and the Electronic Communications Act 2000 and any statutory regulations, instruments or orders and codes of practice made pursuant to these Acts (in each case as amended);

"Agreement" these terms and conditions and all other parts of this document and any of the same as may be amended from time to time;

"Band" or "Banding" means the bands detailed in the Price Manual which sets the applicable Rental Charges, in relation to the number of lines taken by the Reseller;

"Call Charges" the pence per minute rates set out in the Price Manual ;

"Calling Line Identification Facility" means the facility whereby the telephone number of a calling party is presented to the called party prior to the call being established;

"CDR" call data records compiled by KCOM from data received from switches on the KCOM Network or another operator network, including data records of outbound calls made by End Users;

"Charges" all call charges, connection charges, rental charges or any additional charges, including (without limitation) the Call Charges and the Rental Charges, payable by the Reseller for the provision of the Services, as detailed in the Price Manual;

"CLI" calling line identity;

"Colour Pages Directory" the Hull Colour Pages classified directory published by KCOM for the SMP Area, or any successor directory published by KCOM.

"Commencement Date" the date of this Agreement;

"Contract Year" a period of 12 months from and including the Service Start Date and each consecutive 12 month period thereafter;

"Control" one person has control over another person where it, alone or jointly with a partner or quasi-partner, owns more than half the capital or business assets of

such other person or has the power to exercise more than half the voting rights in such other person or has the power to appoint or remove more than half the members of the board of Directors or other body legally representing such other person or has the right to manage the affairs of such other person;

"Credit Limit" the amount set out in Part 1;

"Data Processing Commitment" means the Data Processing Commitment contained in this Agreement at Part 6;

"Data Protection Laws" means all applicable laws and regulations relating to the processing of Personal Data and privacy including the Data Protection Act 1998, the General Data Protection Regulation 2016/679 and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated and the terms "Data Controller", "Data Processor", "Data Subject", "Data Subject Access Request", "Supervisory Authorities", "process" and "Personal Data" shall have the meanings given to those terms in such data protection laws and regulations;

"End Users" a third party authorised by the Reseller to use the Services for their own benefit, excluding any employees, representatives, agents or subcontractors of the Reseller;

"End User's Premises" the locations from which End User's access the Services;

"Exchange Line" means a standard business exchange line provided by KCOM on the KCOM Network that terminates at a premises within the SMP Area;

"Fair Usage Policy" means the fair usages policy published on the website at: <http://www.kcomhome.com/legal/fair-usage-policy/>;

"Initial Term" the period of time beginning on the Service Start Date, as set out in Part 1 or on the Order;

"Invoice Address" that address set out in Part 1, or such other address as the Reseller may notify to KCOM in writing;

"KCOM Group" KCOM, its holding company, its subsidiaries and any subsidiaries of its holding company. The terms "subsidiary" and "holding company" have the meanings ascribed to them by Section 1159 and Schedule 6 of the Companies Act 2006 (as amended);

"KCOM" or "We" or "Us" KCOM Group Limited (registered number 2150618) whose registered office is at 37 Carr Lane, Hull, HU1 3RE;

"KCOM Client Support Centre" the centre, details of which are set out in Part 3, to which all fault reports and help queries should be addressed;

"KCOM Equipment" any equipment located at the End User Premises which is supplied by KCOM or a third party as part of the Service;

"KCOM Network" the telecommunications infrastructure and system operated by KCOM;

"Legislation" all Acts of Parliament and statutory regulations, instruments or orders and codes of practice and all applicable European Union Laws, treaties, directives and other legislation as any of the same may be amended as replaced from time to time;

"Network Operator" any authorised public telecommunications operator used by KCOM to deliver the Services to the Reseller;

"Nuisance Call" an unwanted call which causes annoyance to the receiver of the call or which is a hoax call, or which is offensive, spiteful, abusive, indecent, defamatory, obscene or menacing in nature;

"OFCOM" the Office of Communications or any successor thereto;

"Order" means an Order for the supply of the Services placed by the Reseller, pursuant to clause 3 which is accepted by KCOM and which is governed by this Agreement;

"Parent Company" any company which is the ultimate holding company of the Reseller and which is either responsible directly or indirectly for the business activities of the Reseller or which is engaged in the same or similar business to the Reseller. The term "Holding Company" shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any statutory amendment thereto;

"PBX" Private Business Exchange;

"Personal Number Service" means a number starting with 070 prefix, a UK mobile number starting with 07, or an international number i.e. a number starting with '00' followed by the relevant country code;

"Presentation Number" means a number nominated or provided by the caller that can identify that caller or be used to make a return or subsequent call;

"Presentation Number Service" means the service provided by KCOM to End Users, as requested by the Reseller on behalf of such End Users, and which enables

the End Users to assign a Presentation Number to an outgoing call;

"Price Manual" means the manual containing details of KCOM's prices and services, which is published on the website at: www.heybusiness.kcom.com. The charges detailed in the Price Manual are registered with OFCOM;

"Proposed Start Date" the date specified on the Order, or such later date as notified to the Reseller by KCOM should there be any delay in respect of when the Service is due to be made available to the Reseller;

"Relevant Date" means the date, prior to the periodic date for dispatching the invoice to the Reseller, on which KCOM determines the number of lines taken by the Reseller and therefore the applicable Band for calculation of the Rental Charges;

"Rental Charges" means the monthly charge payable for the provision of the Service, as detailed in the Price Manual;

"Reseller" or "You" the person or company to whom KCOM is providing the Services, as detailed in Part 1;

"Reseller Equipment" any equipment not supplied by KCOM and used by the Reseller to provide or obtain the Services, or provided and used by any End User to obtain the Services;

"Reseller's Premises" the location(s) from which the Reseller provides or accesses the Services;

"Services" the resale of fixed line telephony services in the SMP Area to be supplied from time to time in accordance with the Service Standard and as further detailed in the Price Manual;

"Service Numbers" the telephone numbers KCOM provides to the Reseller as part of the Service;

"Service Operations Manual" the manual describing the operation of the Services that will be issued to the Reseller separately by KCOM;

"Service Standard" the service standards as set out in Part 3;

"Service Start Date" the Proposed Start Date or if different the earlier of the date upon which KCOM

notifies the Reseller the Service is available for use or the date the End User begins using the Services;

"SMP Area" means the area within which KCOM has been designated as having "Significant Market Power" under Annex 1, Part 1 of EU Directive 97/33/EC and Directive 98/10/EC, as the same may be varied from time to time;

"System Administrator" means a named individual nominated by the Reseller to be the point of contact with KCOM for matters relating to the provision of the Service;

"White Pages Directory" the Hull White Pages telephone directory published by KCOM for the SMP Area, or any successor directory published by KCOM.

"Working Day" Monday to Friday, 9.00am to 5.00pm, except for bank holidays and public holidays.

Data Processing Commitment

Part 6

This Schedule represents KCOM's commitment to the Reseller in regard to processing of Personal Data. It forms part of the Agreement and should be read in conjunction with the Agreement and any associated documentation.

1 DEFINITIONS

1.1 In this Data Processing Commitment Schedule, unless the context otherwise requires:

"Data Subject" has the meaning given to it in the Data Protection Laws;

"Data Subject Access Request" has the meaning given to it in the Data Protection Laws;

"Personal Data" has the meaning given to it in the Data Protection Laws;

"Permitted Sub-Processor" means any third party supplier or other sub-processor appointed by KCOM for the provision of Services to the Reseller pursuant to the Agreement, as such third party supplier or sub-processor is expressly identified to the Reseller or as otherwise agreed between the parties.

1.2 Any other definitions used in this Data Processing Commitment Schedule shall have the meaning ascribed to it in the Agreement.

2 DATA PROTECTION

2.1 Both Parties hereby warrant, represent and agree that in relation to the performance of the Services during the term of the Agreement each Party will comply with the Data Protection Laws.

2.2 Both Parties acknowledge and agree that in relation to the Personal Data, the End User is the Data Controller, the Reseller is the Data Processor and KCOM is a Sub-Processor. KCOM agrees and accept that KCOM will process the Personal Data pursuant to and in accordance with the Agreement, as applicable, and the Data Protection Laws.

2.3 Part 6A sets out the information regarding KCOM's processing of the Personal Data as required by article 28(3) of the General Data Protection Regulation 2016/679. KCOM may make reasonable amendments to Part 6A by written notice to the Reseller from time to time as KCOM reasonably considers necessary to meet those requirements. Nothing in Part 6A (including as amended pursuant to this section 2.3 of this Data Processing Commitment) confers any right or imposes any obligation on either the Reseller or KCOM.

2.4 KCOM shall:

(a) only process the Personal Data for the purposes of performing KCOM's obligations under the Agreement, as applicable, and in

accordance with the Reseller's documented instructions;

(b) not transfer the Personal Data outside of the EEA, unless permitted to do so as follows:

(i) in provision of the Services to the relevant Permitted Sub-Processor, subject to ensuring that either: (a) such Permitted Sub-Processor implements appropriate technical and organisational measures to safeguard against unauthorised and unlawful processing of Personal Data and to ensure a level of security appropriate to the risk; or (b) the Sub-Processor enters into the Standard Contractual Clauses for the Processing and transfer of Personal Data outside of the EEA with the Reseller; or

(ii) with the Reseller's prior written consent; and/or

(iii) if required to do so by any legislation or regulation, in which case KCOM shall inform the Reseller of such requirement if KCOM is able to do so;

(c) ensure that all of KCOM's employees who process the Personal Data are subject to an obligation of confidentiality in relation to the Personal Data;

(d) implement appropriate technical and organisational measures to safeguard against unauthorised and unlawful processing of Personal Data and to ensure a level of security appropriate to the risk, including but not limited to:

(i) pseudonymising and encrypting Personal Data, as appropriate;

(ii) ensuring the ongoing confidentiality, integrity, availability and resilience of its processing systems and services;

(iii) enabling the restoration, availability and access to Personal Data in a timely manner in the event of a physical or technical incident and, without prejudice to the foregoing, in accordance with any service level agreement between KCOM and the Reseller;

(iv) regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures for ensuring the security of the processing; and

(v) taking steps to ensure that any of KCOM's employees who have access to Personal Data does so in accordance with KCOM's rights and obligations as expressly detailed in this Data Processing Commitment or

- otherwise on the Reseller's express written instructions unless otherwise required by legislation or other applicable regulation;
- (e) inform the Reseller of any new sub-processor and/or change of a Permitted Sub-Processor. The Reseller shall inform KCOM within five (5) Business Days of any objection to such appointment or change. If the Reseller does not raise any such objection, KCOM shall ensure that such sub-processors shall comply with the provisions of this Schedule or terms which are substantially similar;
 - (f) assist the Reseller in the timely response to requests from Data Subjects exercising their rights, including but not limited to:
 - (i) where KCOM is required to assist the Reseller with a Data Subject Access Request received, by either the Reseller or the End User responding to such request for assistance within twenty (20) days of receiving notice of such request from the Reseller;
 - (ii) where KCOM receives a Data Subject Access Request directly from the Data Subject, KCOM shall notify the Reseller within one (1) Business Day after receipt and shall respond to the Data Subject within the time limits specified within the Data Protection Laws and where the Reseller or End User is required to assist KCOM with such Data Subject Access Request, the Reseller shall coordinate a response with the End User and shall respond to KCOM within twenty (20) days of receiving notice of such request from KCOM;
 - (iii) assisting the Reseller, as applicable, with a request for access, rectification and/or erasure by a Data Subject; and
 - (iv) enabling the Reseller to comply with a request for data portability of a Data Subject;
 - (g) assist the Reseller in complying with its obligations relating to security of Personal Data as set out in the Agreement, as applicable, or as otherwise may be reasonably requested by the Reseller, including but not limited to:
 - (i) notifying the Reseller of any Personal Data breach as soon as reasonably practicable and no later than twenty four (24) hours after KCOM becomes aware of the breach (such notice by email and/or telephone and followed up by email), and including all relevant detail. KCOM agrees and accepts that the Reseller may use any detail included in the notification of a Personal Data breach, or otherwise given in its communication to Data Subjects, to the extent that such information does not breach the rights of any other individual;
 - (ii) at the Reseller's request and expense assisting with the communication to the Supervisory Authorities, the End and/or Data Subjects following a Personal Data breach and/or implementing any measures required as a result of such breach;
 - (iii) at the Reseller's request and expense, consulting with the Supervisory Authorities and/or assisting the Reseller to consult with the Supervisory Authorities, including providing the Reseller with any information relating to KCOM's processing of Personal Data and/or KCOM's compliance with the Data Protection Laws as the Reseller may reasonably request.
 - (h) upon the expiry or termination of the Agreement, delete or return all Personal Data to the Reseller (as requested by the Reseller), unless otherwise required or permitted by Data Protection Laws and provide written confirmation in this respect;
 - (i) make available to the Reseller all information reasonably necessary to enable the Reseller to demonstrate compliance with their obligations under the Data Protection Laws, including such records of all categories of processing carried out on the Reseller's behalf, as such is requested;
 - (j) co-operate with any request of the Supervisory Authority;
 - (k) allow the Reseller to undertake audits of KCOM on 30 days' notice and at Your expense, subject to any reasonable requests KCOM may have regarding the timing and conduct of such audit (including, without limitation, such audits to be conducted during KCOM's Business Hours and allowing KCOM to supervise such audit), to ensure KCOM's compliance with this Schedule;
 - (l) contribute to any audits or inspections carried out on the Reseller by any Supervisory Authority or any End User, as such contribution and/or inspection is reasonably necessary to demonstrate compliance with the Reseller's obligations and/or KCOM's obligations in this Data Processing Commitment, subject always to the provisions in Section 2.3(k) above;
 - (m) at the Reseller's expense, implement any reasonable recommendations and/or remedial actions necessary to ensure compliance with the provisions of this Schedule and/or the Data Protection Laws, as such recommendations and/or remedial actions are deemed necessary by the Reseller (acting reasonably) or any Supervisory Authority, as applicable,

following an audit or inspection in accordance with Section 2.3(l) above, or otherwise as the Reseller deems reasonably necessary.

- (n) Subject to clause 12, each Party shall indemnify the other Party in the event of any claim by a third party arising as a consequence of the other Party's breach of this Data Processing Commitment and/or Data Protection Laws.

3 GENERAL

- 3.1 KCOM shall be entitled to amend this Data Processing Commitment either: (i) immediately to ensure KCOM's commitment is in compliance with Data Protection Laws; or (ii) upon giving the Reseller 30 days' prior written notice of such change, provided that such change shall not (in KCOM's reasonable opinion) cause a material detrimental effect to the Reseller).

DATA Processing Details

Part 6A

Description	Details
Subject matter of the processing	Provisions of Services pursuant to the Agreement between KCOM and the Reseller
Duration of the processing	During the Term of the Agreement and for up to 7 years after the expiry or termination of the Agreement
Nature and purposes of the processing	Collecting Storing Processing (organising, structuring, adaptation or alteration, retrieval consultation, use) Releasing (transmission, dissemination or otherwise making available) To facilitate the fulfilment of KCOM's obligations arising under the Agreement including: <ol style="list-style-type: none"> i. Ensuring effective communication between KCOM and the Reseller; ii. Maintaining full and accurate records of all Services arising under the Agreement; iii. Dealing with any rights, actions, incidents or disputes arising under the Agreement;
Type of Personal Data	Name Telephone Number Address Email Address Unique Identifier Telephone Number dialled
Categories of Data Subject	Includes: <ol style="list-style-type: none"> i. The Reseller's and End User's directors, employees and/or staff concerned with the delivery of the Service ii. The directors, employees and/or staff of the Resellers group and/or associated companies concerned with the delivery of the Service iii. The directors, employees and/or staff of Reseller's sub-contractors and/or other third parties concerned with either the fulfilment of the Reseller's obligations arising from Agreement or the receipt of their rights under the Agreement iv. Any member of the general public
Permitted Sub-Processors	Telnet