

1. INTRODUCTION

This page sets out the Specific Terms on which (together with the General Terms and Order Terms forming part of the Agreement between us) we, Welcomm Communications Limited a company incorporated in the United Kingdom under registered company number 3815160, whose registered office is at Welcomm House, 24 The Point, Rockingham Road, Market Harborough, Leicestershire, LE16 7QU ("we" or "us") provide Unified telecommunications devices, associated products, ("Products") and associated services, including Support Services ("Services") to you as our client ("you"), as may be more specifically set out within the relevant Order Terms.

- 1.1** Unless otherwise defined herein, any terms used in these Specific Terms shall have the meaning attributed to them in the General Terms.
- 1.2** These Specific Terms apply to the Agreement between you and us for the supply of the Deliverables. Please note that by ordering any such Deliverables from us, you agree to be bound by the terms of our Agreement. Where we provide any products or services to you other than the Deliverables the provision of such products or services shall be governed by the relevant Additional Terms applying to such products or services. Separately, you shall also be bound by any terms and conditions or agreement which may apply to or exist between you and your Network Provider in respect of the Deliverables.
- 1.3** You should print a copy of these Specific Terms or save them to your computer for future reference.
- 1.4** We may amend these Specific Terms from time to time as set out within the General Terms. Every time you sign a new Order Form for the provision of Deliverables please check these Specific Terms and the General Terms to ensure that you understand the terms which will apply to our Agreement at that time. These Terms were most recently updated on 31ST January 2014

2. DEFINITIONS & INTERPRETATION

"**Acceptance Use Policy**" means our policy for the use of the internet related Services set out on our Website as may be revised by us from time to time by posting any updated version on our Website.

"**Charges**" mean the charges payable by you to us for the provision of the Services as set out in the Order or any revised version of the Order notified to you in accordance with Clause 7.2 together with all applicable taxes and any interest due in accordance with Clauses 7.3 and 7.5.

"**Committed Period**" means in respect of each Service, the minimum period of twelve months or such other minimum period as may be agreed between the parties. You may end this Contract or any individual Service by giving us 90 days' notice, such notice not to expire before the end of the Committed Period.

"**Contract**" means these General Terms and Conditions the Order and any other document specifically incorporated into this contract in writing.

"**Customer Equipment**" means any hardware and/or software owned controlled or licensed by you which is to be provided to us by you or otherwise made available for the purposes of providing the Services.

"**Equipment**" means any hardware and/or software used by us to provide the Services.

"**Facility Limit**" means the usage, web space, bandwidth or other capacity or volume measure indicated in the Order as the applicable Facility Limit for a Service.

"**Installment Plan**" means the agreed payment plan for all equipment and installation costs outlined within the order.

"**Legislation**" means any applicable legislation, authorisations, permissions, rules, regulations, orders and guidelines relating to the provision and/or marketing of the Services and includes without limitation the Communications Act 2003 the Telecommunications Act 1984, the ICSTIS Code and/or any directives or other requirements issued by OFCOM from time to time.

"**Order**" means a schedule which sets out the scope of the service relevant Charges and any special terms which are particular to that Service.

"**Service Credits**" means the amounts payable, if any, by us to you in accordance with Clause 3 and the Order.

"**Service**" means any one of the services described in an Order and services means any combination of two or more such services.

"**Service Failures**" means any failure error or defect in the provision of the services but excludes failures errors or defects arising from caused by or contributed to by your acts or omissions or third parties including other providers of telecommunications computers or other equipment or services including internet services or any failure error or defect arising as a result of causes beyond our reasonable control.

"**Service Level**" in relation to a service means the performance standard if any set out in the Order.

"**Software**" means the software provided by us to you, if applicable for the purposes of enabling you to use the services including all associated documentation.

"**Start Date**" means the target date for the start of the provision to the services to you.

"**Welcomm Site**" means the premises owned or controlled by us at which any of our Equipment and/or your Equipment is located or is to be located for the purpose of providing the Services.

"**Welcomm Website**" means the Website located at WELCOMM.CO.UK or such other Website as may be notified by us.

3. SUPPLY

- 3.1** Following signature of the Order Form, and in consideration for payment by you of the Charges, we shall provide the Deliverables to you in accordance with the Agreement.
- 3.2** We will use reasonable skill and care when providing the services.
- 3.3** The services are provided for use by you in the course of your business.

4. CUSTOMER OBLIGATIONS

- 4.1** You shall co-operate with us in all matters relating to the provision of the Deliverables and, in particular, co-operate with us in all matters relating to billing of the Charges due under the Agreement, including providing us with full and timely access to any online billing system which you may operate, and providing us with any purchase order numbers or details which you may require in connection with any invoices we or your Network Provider may wish to submit in respect of the Charges;
- 4.2** Upon signing the Order Form, you shall confirm to us the name of the person appointed as Your Representative for the purposes of the Agreement. Your Representative shall have the authority to bind you in all matters relating to the Agreement.
- 4.3** Upon your signing of the Order Form, we shall also confirm to you the person nominated as Our Representative for the purposes of the Agreement. Our Representative shall be your first point of contact for any queries in relation to the subject matter of this Agreement.
- 4.4** If our performance of any of our obligations under the Agreement is prevented or delayed by you, or your agents', sub-contractors', consultants' or employees', acts or omissions, we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 4.5** You shall be liable to pay us, on demand, all reasonable costs, charges or losses sustained or incurred by us (including without limitation any direct, indirect or consequential losses) that arise directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of you obligations under the Agreement, subject to our confirming such costs, charges and losses to you in writing.
- 4.6** You agree that you will not use the services in a way which would:
 - 4.6.1** Contravene or cause us to contravene any legislation.
 - 4.6.2** Contravene our acceptable use policy (where applicable).
 - 4.6.3** Compromise the security of our equipment or other systems including by introducing viruses or failing to employ appropriate security procedures.

- 4.6.4 Caused a degradation of service to any of our other customers.
- 4.6.5 Involve the sending of unsolicited marketing or advertising materials.
- 4.6.7 Result in the transmission or storage of any material of a pornographic obscene defamatory menacing or offensive nature or which would result in the breach of any third parties intellectual property rights confidential information or privacy.
- 4.6.8 Breach or cause us to breach any applicable data protection legislation including but not limited to data protection Act 1988.
- 4.6.9 Exceed your facility limit.
- 4.6.10 Lose or cause us to lose or breach or cause us to breach our authorisation.
- 4.7 You will indemnify us against any claims proceedings or threatened proceedings from third parties and against any lost or damage suffered by us arising from any breach of your obligations under this contract including this clause 4 and for all costs and expenses reasonably incurred by us in investigating and defending ourselves in relation to any such claims proceedings or threatened proceedings.
- 4.8 You are solely responsible for safe guarding your data by taking back up copies maintaining a disaster recovery process and through any other means you believe appropriate.
- 4.9 To enable us to perform our obligations under this contract you will obtain all requisite licences consents and permissions and permit or procure permission for us or our agents to have access to your premises and will provide such reasonable assistance and information as we request from time to time. We will routine the work during normal office hours. Any requests by us to carry out work at other times may be refused by you. Any request by you that we carry out work at other times may be refused by us but if accepted such work will be charged to you at our then current standard rates.

5 OUR EQUIPMENT

- 5.1 Title of our equipment will pass to you under the full payment of the hardware outlined within the order either through a one off payment or 50/50 payment plan. If you choose to pay through an Instalment Plan then an additional payment of 10% of the cost of kit as defined within the order is required to take title. If you do not wish to take title of our equipment then upon the resign of your contract the monthly payment will be reduced as to exclude the original cost of installation. The Instalment Plan will continue to be charged as normal until payment has been received or the contract has been resigned. If you wish to cancel the Instalment Pan we require 90 days' notice. At the end of this 90 day notice period we reserve the right to arrange the removal and collection of our equipment detailed within the order.
- 5.2 Where our equipment is being provided for use at your site you will be responsible for its maintenance and prompt return to us on termination of the services. Unless we agree otherwise you will be responsible for the installation of any equipment. Where we are to install equipment you grant us and our agents a right of access to your site, on reasonable notice, to install our equipment and in cases to inspect test maintain or otherwise deal without equipment and to recover it in the event that you fail to return it on request.
- 5.3 In accordance with clause 13.1.1). If any of the equipment supplied is deemed to be faulty and is covered under our support agreement, we will arrange for replacement equipment to be dispatched to your premises and to assist in the remote installation. If the equipment is not deemed faulty or the fault is the result of misuse then the associated charges for any replacement equipment will apply. Replacement equipment will comprise of new or reconditioned equipment from our maintenance stock.
- 5.4 Risk in respect of equipment will pass to you on delivery of the equipment to you and you will obtain and maintain all risks insurance cover sufficient to cover and protect our interests in relation to the equipment.
- 5.5 You will indemnify us against any claims proceedings or threatened proceedings from third parties and against any loss or damage suffered by us arising from your use of our equipment where a such claims and/or losses arise from the acts or remissions of you or your agents or subcontractors

and for all costs and expenses reasonably incurred by us in investigating and defending ourselves in relation to any such claims proceedings or threatened proceedings.

6 CUSTOMER EQUIPMENT

- 6.1 Accept as expressly set out in this contract you will be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and make use of the services provided by us.
- 6.2 You will ensure that your telecommunications equipment conforms at all times with the legislation. We will not be under any obligation to connect or keep connected any customer equipment if it does not so conform or if in our reasonable opinion it is liable to cause death personal injury or damage to property or
- 6.3 To impair the quality of services provided by us or to cause us to lose our authorisation or to put us in breach of our obligations to any third party.
- 6.4 Where customer equipment is located at a Welcomm Site you will remain fully responsible for the risk to the customer equipment. You undertake to obtain and maintain the following insurance in respect of the customer equipment.
 - 6.4.1 Cover in an amount equal to the full replacement value of the customer equipment against fire theft accidental damage and all other risks and
 - 6.4.2 Public liability insurance with cover in an amount not less than £5,000,000.00 per annum.
- 6.5 On request you will provide us with certificates of cover in respect of the required insurance and evidence of payment of premiums.
- 6.6 You are responsible for:
 - 6.6.1 Insuring that the customer equipment meets the minimum technical specifications as notified by us required to be compatible with the services.
 - 6.6.2 Insuring that the customer equipment is supplied and maintained in a safe condition in good working order and that it complies with all applicable legislation or regulations.
 - 6.6.3 Obtaining all required licenses or other consents to enable us to have access to and use of customer equipment for the purpose of providing the Services including but not limited to any license rights in respect of software which forms a part of the customer equipment. You are solely responsible for any costs associated with obtaining such licenses and consents.
 - 6.6.4 Delivering the customer equipment to the Welcomm Site prior to the start date and promptly removing it from the Welcomm Site on the termination of this contract. You are solely responsible for transportation installation and de-installation costs associated with the customer equipment.
- 6.7 We have a lien over any customer equipment to secure all sums due and unpaid under this contract and you will not be entitled to remove the Customer equipment from the Welcomm Site unless and until we have received all outstanding sums owing to us.
- 6.8 You will indemnify us against any claims proceedings or threatened proceedings from third parties and against any loss or damages suffered by us arising from our possession or use of the customer equipment or from the location of the customer equipment at the Welcomm Site, and for all costs and expenses reasonable incurred by us in investigating and defending ourselves in relation to any such claims, proceedings and threatened proceedings.
- 6.6 The Agreement between you and us in respect of the provision of the Deliverables shall come into effect on the date of signing of the Order Form and, subject to the other provisions of the Agreement, shall continue in force for the Initial Term, and shall, unless either party serves 3 months' prior written notice upon the other that they do not wish the Agreement to be renewed (such notice to expire no sooner than the end of the Initial Term) be renewed annually thereafter for successive terms of 2 years each (**Extended Terms**), unless and until terminated by either party giving to the other no less than 3 months' prior written notice, such notice to expire no sooner than the end of the relevant Extended Term, or otherwise until the termination of the Agreement in accordance with any of its provisions.

7 Charges and payment

- 7.1** You will pay us the charges as specified in the Order or as subsequently notified to you in accordance with Clause 7.2. Charges will be payable with effect from the date that a service or any part of a service has been activated. If all services specified within the Order have not been activated within 30 days of the first service activation then any charges you have incurred for these services may be refunded at our discretion until all services have been successfully activated.
- 7.2** We may change the charges for any service by giving you 30 days' notice of such change. The revised charges will apply to all Services provided after the effective date of the notice of change
- 7.3** All charges are stated exclusive of value added tax (VAT) or other applicable taxes. You will be responsible for paying VAT and other applicable taxes which will be included in our invoices at the applicable rate(s).
- 7.4** We will issue invoices for the Services in accordance with the payment terms specified in the Order.
- 7.5** You will pay invoices within 14 days of the date of the invoice unless otherwise agreed. Interest will be charged on all overdue amounts on a daily basis at a rate of 4% above the base rate of the Royal Bank of Scotland Plc. to run from the due date of payment until receipt by us of the full amount (including any accrued interest) whether before or after judgement in respect of the overdue amount.
- 7.6** Where under this contract a service credit or other sum of money becomes payable by us to you we shall be entitled to deduct the sum from charges due from you to us from time to time. We will show any such deductions as a credit in the invoice issued by us following the due date for payment of the sum owed by us to you.

8 Security and Backup Services

- 8.1** You are responsible for the security of your use of the Services including but not limited to protecting all passwords backing up all data employing appropriate security devices including virus checking software and having disaster recovery processes in place.
- 8.2** Where as part of a service we provide our equipment or services which have the principal purpose of safeguarding the security of the Services received by you we will use reasonable efforts to ensure that as at the date of installation of our equipment or the provision of the services our equipment and/or services comply with the agreed specifications for our equipment and/or services. However we provide no guarantee or warranty with respect to the security of the Services.
- 8.3** Where you are or become aware of any matters which you know or ought reasonably expected to know constitute a threat to the security to the Services you will immediately advise us of such matters.

9 Termination

- 9.1** If you fail to pay any charges or fail to comply with your obligations under Clause 7 these failures will be deemed to be material breaches for the purposes of Clause 11.2.
- 9.2** We may terminate this contract with immediate effect by notice in writing if you:
- 9.2.1** Fail to pay any sums due to us within 7 days of receiving written notice from us indicating sums due and demanding payment.
- 9.2.3** Are in material breach of this contract which breach is capable of remedy and fail to remedy that breach within 30 days of receiving the notice specifying the breach.
- 9.2.4** Are in material breach of this contract and that breach cannot be remedied.
- 9.2.5** Commit persistent breaches of contract.
- 9.2.6** Have any authorisation under which you have the right to run your own telecommunication system and connect it to our system removed revoked or amended.
- 9.2.7** Make any voluntary arrangements with your creditors or become subject to an administrative Order or go into liquidation whether voluntary or compulsory (other than for the purposes of reconstructions or amalgamation) or an encumbrance takes

possession of or a receiver is appointed in respect of any of your assets.

- 9.3** In the event of termination by us in accordance with this clause during the committed period you will, in addition to paying any unpaid charge due as at the date of termination, be liable to pay us the cancellation charges as specified in the Order and any cessation charges outlined by our suppliers. This includes any unpaid amount associated with any Instalment Plan over the remaining term of the contract.
- 9.4** We may terminate this contract if we cease to be authorised or if our authorisation is revoked or modified in any way which has a material impact on our ability to provide the Services or any of them or if we are prohibited from provided or restricted in our entitlement to provide the whole or any part of the Services.
- 9.5** On termination of the contract each party will return to the other party any confidential information which it has in its possession.

10 Cancellation and Suspension

- 10.1** Individual Services or this contract may only be cancelled subject to Clause 10.1 and also subject to the stipulations contained in Clause 1 "Committed Period"
- 10.2** Subject to Clause 12.3 where you cancel a Service during the Committed Period for that Service or cancel the Contract during the Committed Period for any Service, you will pay the charges applicable to the unexpired portion of the Committed Period(s).
- 10.3** Where you cancel a Service of the Contract as a result of changes made to this Contract or to the Services by us in accordance with Clauses 7.2 and 8, and where the changes have a material adverse effect on your enjoyment of the relevant Services, you will not be liable for any charges arising as a direct result of such cancellation, but you will remain liable to pay any charges due and payable.
- 10.4** We may suspend the provision of any Services if:
- 10.4.1** You fail to meet any of your obligations under this Contract including your obligations in relation to the Facility Limit and notice requirements concerning abnormal demands on our network.
- 10.4.2** We have reasonable cause to believe that you or any third party is acting in breach of the Acceptable Use Policy.
- 10.4.3** Technical limitations exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services.
- 10.4.4** If and to the extent that in our opinion your conduct is likely to result in the breach of any few or is otherwise prejudicial to our interests.
- 10.4.5** Necessary for operational reasons such as upgrades to the Services or regular or emergency maintenance.
- 10.4.6** We are obliged to comply with any Order, instruction or request of a competent governmental regulatory or other authority. We will, where practical, give you notice of our intention to suspend the Services and, in relation to suspension for the reasons stated in Clauses 12.4(c) - (f) above, will restore the Services as soon as we are reasonably able to do so if we exercise our right to suspend the Services this will not restrict our rights to terminate the Contract.

11 CHANGES TO SERVICE AND CONTRACT

- 11.1** We may at any time on 30 days written notice to you, vary any of the general terms and conditions, the charges, or any other provisions of this contract, including the technical specification of the services.

12 TERM AND START DATE

- 12.1** This contract will commence on the date when both parties have executed the Order and will continue for the committed period (if any) and thereafter until terminated in accordance with its terms. We will use our reasonable efforts to begin providing the Services by the start date if any stated in the Order however the start date and any of the dates given in this contract are estimates and are provided for planning purposes only. We will have no liability for any failure to meet the start date or any other date as time is not of the essence in relation to any matter under this contract.

13 FREEDOM 2 SUPPORT

13.1 Freedom2 support is inclusive for the first year of use with any Freedom2 solution provided. Further years support is chargeable. This amount is determined by the value of the equipment supplied and the licenses provided over the contracted term. This support covers:

13.1.1 Replacement Equipment detailed in clause 5.3.

13.1.2 Remote programming.

13.1.3 Our hours of support are Monday to Friday 8.30am to 5.30pm excluding bank holidays.

13.2 Support is mandatory for all Freedom2 solutions. If you wish to not partake in this agreement this must be explicitly expressed in the order. If so the following charges will apply:

13.2.1 Remote programming will be charged at £35.00 per hour.

13.2.2 Site call out fee to investigate a fault will be charged at £125.00 for the first hour and £75.00 for every subsequent hour.

13.2.3 Replacement equipment will be chargeable.

13.4 We reserve the right to prioritise requests from customers who have support agreements. Non supported systems requests will be resolved as soon as we have the available resources.

14 GENERAL

14.1 Conflict: In the event of any conflict or inconsistency between the constituent parts of this Agreement, they shall prevail in the following order: (a) the Order Form, (b) the Proposal (c) these Specific Terms, and (d) the General Terms.