

## Future Fibre™ Ltd – Supplier Terms and Conditions for G-Cloud 10 (“Supplier T&Cs”)

### 1. Interpretations and Definitions

#### 1.1 These Supplier T&Cs:

1.1.1 form part of, and are hereby incorporated into, the Call-Off Agreement; and

1.1.2 set out the specifics of how to use the G-Cloud Services and any G-Cloud Additional Services.

1.2 In these Supplier T&Cs the interpretation provisions and the definitions in Schedule 6 of the Framework Agreement shall apply.

### 2. Provision of G-Cloud Services and G-Cloud Additional Services

2.1 Subject to the Customer complying at all times with its obligations set out in Clause 3 of these Supplier T&Cs, the Supplier shall provide the G-Cloud Services and any G-Cloud Additional Services to the Customer during the Call-Off Agreement Period on, and subject to, the terms of these Supplier T&Cs and the Call-Off Agreement.

2.2 The Supplier provides only access to the Internet. The Supplier does not operate or control the information, services, opinions or other content of the Internet, and the Supplier makes no warranties or representations regarding any such information, services, opinions or other content. The Customer agrees that it shall make no claim whatsoever against Supplier relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

2.3 The Supplier reserves the right to take such measures as may be reasonably necessary, in the Supplier's sole discretion, to ensure security and continuity of service on the Supplier's network, including identification and blocking or filtering of Internet traffic sources which the Supplier deems to pose a security or operational risk or a violation of these Supplier T&Cs and/or the Call-Off Agreement. In addition, the Customer understands that the Supplier does not own or control other third party networks outside of the Supplier's network, and the Supplier is not responsible or liable for any filtering or access restrictions imposed by such networks or for the performance (or nonperformance) within such networks or within interconnection points between the Supplier's and other third party networks.

2.4 The Supplier warrants to the Customer that the G-Cloud Services and any G-Cloud Additional Services will be provided using reasonable care and skill. Except as expressly stated in these Supplier T&Cs and the Call-Off Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise, are hereby excluded to the extent permitted by law.

### 3. Customer Obligations

#### 3.1 The Customer shall:

3.1.1 provide, and ensure and procure, a suitable property space in which the Supplier can locate and power its network aggregation equipment;

3.1.2 grant, and ensure and procure, permission and obtain all necessary consents and licences for the Supplier to install its cables and equipment on, over, under and through the property estate managed by (as applicable) the Customer and/or landlord of the property;

3.1.3 grant, and ensure and procure, permission for the Supplier to access its equipment and cables so that it can carry out maintenance and repairs;

3.1.4 only access and use the G-Cloud Services and any G-Cloud Additional Services as permitted, and for the purposes set out, in these Supplier T&Cs and the Call-Off Agreement, including in accordance with:

(a) any operating instructions and procedures and documentation notified from time to time by the Supplier;

(b) any operating instructions and procedures and documentation as set out or referred to in the Service Definition; and

(c) all applicable laws and regulations;

3.1.5 co-operate with the Supplier in all matters relating to the G-Cloud Services and any GCloud Additional Services, including complying with any obligations set out in the Service Description and the Order Form in a timely and professional manner;

3.1.6 ensure that it does not do, or allow to be done, anything which would hinder or restrict the Supplier from performing any of its obligations under these Supplier T&Cs and/or the Call-Off Agreement, or from exercising any of its rights or remedies;

3.1.7 ensure that in the performance of its obligations under these Supplier T&Cs and the Call-Off Agreement, it does not:

(a) interfere with, disturb or disrupt the business and operations of the Supplier or any other supplier engaged by the Supplier;

(b) cause the Supplier to breach any of its obligations in these Supplier T&Cs and/or the CallOff Agreement; and

(c) cause the Supplier to breach any applicable laws or regulations;

3.1.8 be solely responsible for the use of the G-Cloud Services and any G-Cloud Additional Services and shall not use the G-Cloud Services or any G-Cloud Additional Services nor allow them to be used to transmit, distribute or store contents or messages (including e-mails) which are:

(a) inappropriate (including obscene, defamatory, libellous, threatening, abusive, hateful, or excessively violent);

(b) harmful (including viruses, worms, password-cracking programs or Trojan horses); and/or

(c) fraudulent or misleading (including false, deceptive, or misleading statements, claims, or representations),

as reasonably determined by Supplier in accordance with generally accepted standards of the Internet community, nor to transmit or distribute unsolicited e-mails where such e-mails could reasonably be expected to provoke complaints (spam).

3.2 An obligation on the Customer to do, or to refrain from doing, any act or thing shall include an obligation upon the Customer to procure that the Customer personnel also do, or refrain from doing, such act or thing.

3.3 In the event of any delays in the Customer's performing its obligations, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary.

#### 4. IPRs and Licence Grant

4.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all IPRs in, and to, the G-Cloud Services and any G-Cloud Additional Services (together with any associated documentation). Subject to Clause 4.2 of these Supplier T&Cs, the Customer is granted no rights to, or in, any such IPRs.

4.2 Subject to the Customer complying at all times with its obligations under these Supplier T&Cs and the Call-Off Agreement, the Customer is granted a limited, revocable, non-exclusive and nontransferrable license to use the G-Cloud Services and any G-Cloud Additional Services during the Call-Off Term and only as permitted, and for the purposes set out, in these Supplier T&Cs and the Call-Off Agreement.

#### 5. General

5.1 Where these Supplier T&Cs and the Call-Off Agreement expire or are terminated (however arising):

5.1.1 the Customer shall immediately pay to the Supplier all outstanding unpaid invoices and, where set out in the Order Form, any Charges that are due and payable for the remainder of the Call-Off Agreement Period; and

5.1.2 in respect of G-Cloud Services and any G-Cloud Additional Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

5.2 Clauses in these Supplier T&Cs and the Call-Off Agreement which expressly or by implication survive termination (however arising) or expiry shall continue in full force and effect.

5.3 If any contract term is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant term shall be deemed deleted. Any modification to or deletion of a term shall not affect the validity and enforceability of the rest of these Supplier T&Cs (including the Call-Off Agreement). If any contract term is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is valid, legal and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.