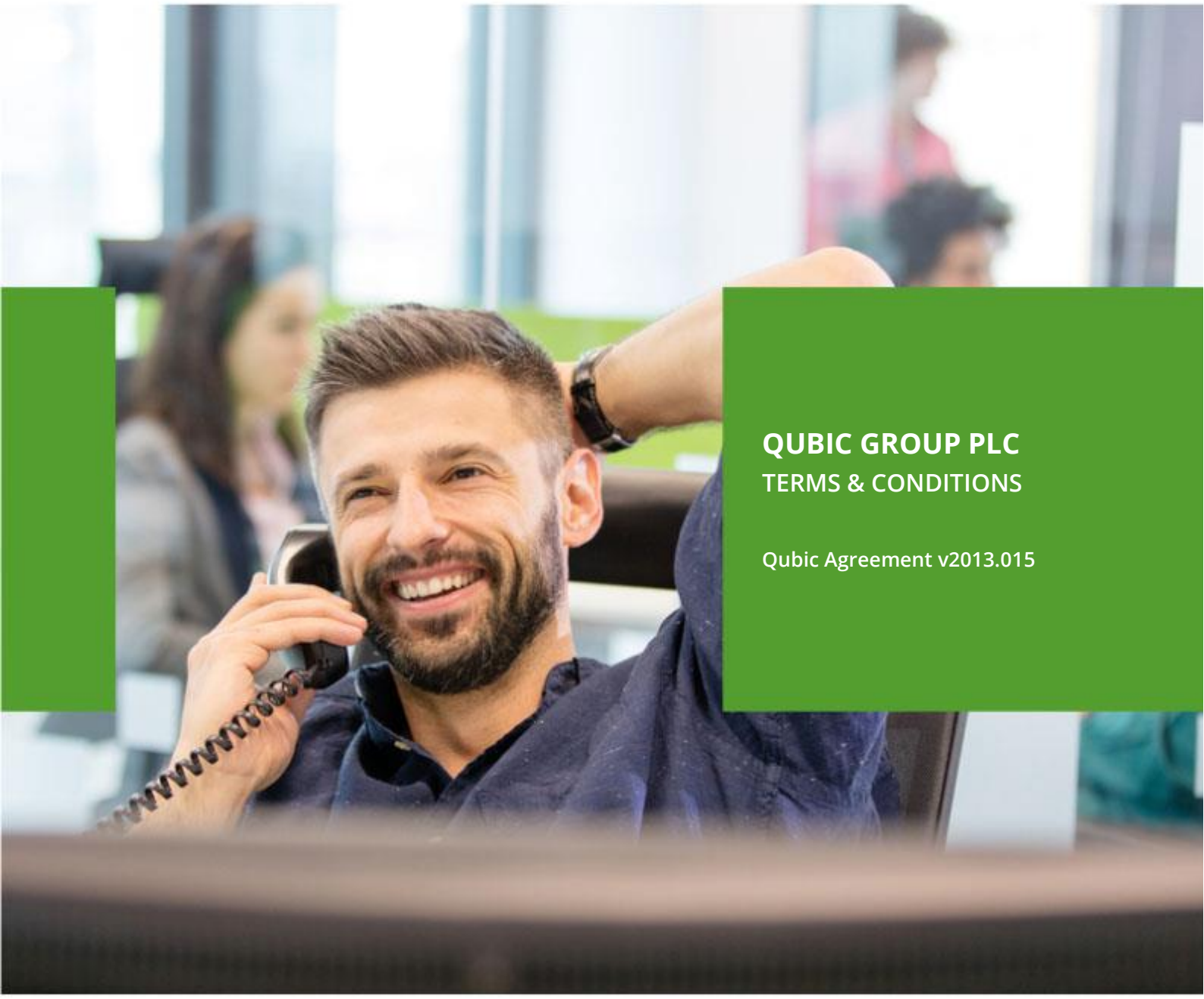
QUBICGROUP.COM



QUBIC GROUP PLC
TERMS & CONDITIONS

Qubic Agreement v2013.015

Qubic

These terms and conditions comprise a total of 46 pages and any other pages, addenda, schedules and/or other documents appertaining to your agreement.
All contracts are governed by clauses 1 to 18 **AND**, depending on the Service in question, by additional clauses shown in the sections specific to a Service;

Section	Code	Operating Clauses
Think Nexus Network Services	TN-NS	Clauses A1 to A8
Think Nexus Mobile Services	TN-MS	Clauses B1 to B11
Think Nexus Subscription Equipment & Services	TN-SE&S	Clauses C1 to C7
Think Nexus Maintenance & Support Services	TN-M&SS	Clauses D1 to D6
Think Nexus On Site Engineer	TN-OSE	Clauses E1 to E6
Think Nexus Web Hosting Services	TN-WHS	Clauses F1 to F6
Controller Processor		Clauses G1 to G11 plus Schedule 1
Finance Arrangements		Clauses X1 to X12 plus Signature & Declaration

Definitions

Active Date means the date from which We expect You to be able to use the Service.

Agreement means in order of precedence, these terms and conditions, the Agreement for Equipment, Software, Maintenance and Network Services, any Additional Works Order, any schedules, lists or any other documents initialled by You and bearing the same agreement number as that stated above.

Charges means the charges for the Service(s) as listed in the Agreement. All charges are exclusive of the then current rate of VAT.

Content means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by providers from time to time.

Data Protection Legislation (i) the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing law, regulations and secondary legislation, as amended or updated from time to time in the UK and (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Data Subject has the meaning set out in Article 4(1) of the GDPR.

Equipment means telephone and computer systems and their dependent internal/external devices, components, accessories & cables and any computer operating system and all other computer programs specified in the Agreement.

Force Majeure Event means lighting, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, or acts of local or Central Government or other competent authorities or other events beyond a party's reasonable control

Frequency means the frequency of payments as shown in the "Frequency" field in the Agreement.

Minimum Notice means such notice that may apply to each service under the Agreement as shown in each of the Service specific sections of the Agreement and which expires at the end of the Minimum Term or the Whole Term

Minimum Term means the minimum length of time that You have agreed to purchase the Service from Us under the Agreement.

Network Provider means the third party national and international telecommunication companies and suppliers for whom Qubic may act as re-sellers, and who provide the lines, systems and services used by You in conjunction with the Agreement.

Payment Terms	means the method(s) by and date(s) specified in the Agreement when You are required to make payment(s) for the Service(s) provided by Us.
Qubic, We, Our & Us	means Qubic Group plc
Service	means the products, Equipment and work We provide to You including services We arrange with Our suppliers for You to use.
Support Level	means Your chosen level of maintenance cover as shown in the "Support Level" field in the Agreement.
Working Hours	Services will be undertaken during normal working hours, which are between 08.30 and 17.00, Monday to Friday, excluding Public and Bank Holidays.
Extended Hours	Services will be undertaken during the hours of 08.00 and 20.00, Monday to Friday, excluding Public and Bank Holidays.
Round The Clock	Services will be undertaken 24/7, excluding Public and Bank Holidays.
Whole Term	means the Minimum Term and any subsequent renewal thereof under the Agreement
You and Your	means the company whose name appears in the "Company Name" field of the Agreement, and includes the person, whose name and signature appears in the "Customer Signature & Acceptance" section, who We reasonably believe is acting with Your authority and knowledge.

General Terms

1. General Terms & Service Start Dates

1.1 The Agreement comes into force when We accept Your application for Service. The Minimum Term begins when;

1.1.1 We make the Service available for Your use or

1.1.2 when the Network Provider (if relevant) makes the requested Service(s) available for Your use which in the case of multiple services on the same Agreement will be the date that the last of the Services are made available for Your use.

1.2 Unless otherwise stated in the Agreement or any Additional Works Order the Minimum Term will run for a minimum period of 12 months.

1.3 Service begins on the Active Date, (or the Start Date in the case of Maintenance and Support Services).

1.4 Delivery or installation dates given for the Services are only estimates and whilst We will use reasonable endeavours to meet such dates, We shall have no liability in respect of any delay, howsoever caused.

1.5 We will supply and You will purchase the Services detailed in the Agreement.

1.6 No addition to or variation of these terms and conditions shall be valid or effective unless otherwise agreed in writing by one of our Board of Directors.

1.7 Any subsequent order placed with Us shall be subject to these terms and conditions unless otherwise agreed in writing by one of our Board of Directors.

1.8 We will use all reasonable endeavours to ensure that the Service is provided using reasonable care and skill.

1.9 Should We undertake Services commissioned by an agent or supplier acting on Your behalf these terms and conditions shall be binding on You and Your agent. We accept no liability or responsibility for damage, compensation or negligence resulting from the performance of the agent or supplier.

2. Price, Payment & Ownership

2.1 Unless otherwise agreed in writing by Us, payment for the purchase and installation of all Services will be payable as follows;

2.1.1 one third of the total cost on the date of ordering

2.1.2 one third of the total cost on the date of installation/commissioning

2.1.3 one third of the total cost on the date that the Service(s) is/are completed and ready for use by You

2.2 Payment for recurring charges, such as line/circuit rental and maintenance, unless otherwise stated in the Agreement will;

2.2.1 be made by You in advance

2.2.2 be for a period starting from the date that each Service is made available for You to use

2.2.3 be made by means of Direct Debit from your nominated bank account. If a Direct Debit authority is not given to Us, each and every invoice will be subject to an additional £5.00 handling fee

2.2.4 be made at intervals in accordance with the Frequency as stated in the Agreement

2.2.5 subject to clause 2.2.7 be made by You for the Minimum Term

2.2.6 subject to clause 2.2.7 be made by You for the Whole Term if the Minimum Term is extended

2.2.7 in the event that the Agreement is lawfully terminated by You in accordance with clauses 5.3 no further payments will become due after the periods stated in clause 5.3 have expired.

2.3 We have the right to levy charges in addition to those stated in the Agreement in the event that:

2.3.1 You fail to provide adequate information to allow Us to prepare and arrange delivery or installation of the Service

2.3.2 You and/or Your contractors fail to install necessary equipment or services or fail to complete remedial or preparatory works such as may be required to permit Us to;

2.3.2.1 start work on the scheduled installation date or

2.3.2.2 complete the required work within the estimated duration of works.

2.3.3 subsequent to the acceptance of the original order by Us You modify the quantity, design, quality, specification or other installation detail.

2.3.4 You move, alter, amend or use the installed Equipment in a manner which is beyond the manufacturer's recommendations or design specifications.

2.4 Should You fail to make any payment required in respect of any Service, We will have the right to deem such non payment to be repudiation of the Agreement and

2.4.1 may elect to suspend the provision of Services to You until such time as the outstanding invoice(s) is/are discharged and/or

2.4.2 terminate the Agreement and recover from You damages for any loss suffered by Us

2.5 We reserve the right to charge You interest at the rate of 5% over the then current Bank of England base lending rate on any amount outstanding from the due date to the date of actual payment. Interest shall be applied on a daily basis and monies received from You may be applied by Us against such interest prior to application against the underlying invoice amount due from You.

2.6 We reserve the right to charge You for debt recovery costs if We are not paid according to the agreed credit terms. This includes but is not limited to Our reasonable costs in pursuing the debt including the fees and charges of any law firm or debt recovery agent We chose to employ or subsequent court fees.

2.7 Ownership and title of Equipment purchased by You without the use of a lease or other finance arrangement shall only transfer to You when all outstanding sums (including interest) have been paid to Us.

2.8 If You acquire Equipment by means of a lease or similar finance arrangement that We organise for You, at the expiry of the lease or finance period, assuming that all required periodic payments have been made and subject always to the terms and conditions of the finance arrangements, we will discuss with you the options for future use and/or ownership of the Equipment. We will discuss these options with You at or shortly before the end of the Agreement. Any alterations to the financial arrangements must be agreed in writing by one of our Board of Directors.

3. Automatic Renewal

3.1 At the expiry of the Minimum Term or any subsequent renewal thereof, the Agreement insofar as it relates to a Service which is subject to continuing periodic Charges or rental will, unless cancelled or terminated by Us or You in accordance with clauses 4 or 5 below;

3.2 automatically renew for a further 12 month period

3.3 be subject to an increase in the Charges equivalent to the then current Retail Price Index (RPI)

4. Cancellation by You

4.1 You may cancel the entire Agreement within 10 working days of the date that You signed it

4.2 Cancellation will only become effective once We have confirmed receipt of Your notice to cancel. Confirmation will usually occur within 7 working days following receipt of Your notice.

4.3 We reserve the right to charge You for any costs, Charges or non refundable deposits incurred by Us up to the date of cancellation.

5. Termination

5.1 This Agreement may be terminated by Us by notice in the following circumstances:

5.1.1 You fail to pay Charges when they are due, including any deposit We have asked for (See also clause 2.4)

5.1.2 We have reasonable cause to believe that the Service is being abused contrary to clause 18, (even if You do not know that the Service is being used in such a way) and You do not correct the situation within 7 days of a request from Us to do so

5.2 This Agreement may be terminated by either party in the following circumstances:

5.2.1 if We or You are in breach of any material obligation under this Agreement (other than Your failure to pay Charges when they are due, including any deposit We have asked for) but have failed to remedy such breach within 28 days of receiving notice to do so from the other party.

5.2.2 by either party with immediate effect from the date of service on the other of notice if a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the other's property or Equipment;

5.2.3 if either party is prevented from the performance of its obligations by a Force Majeure Event for a continuous period in excess of 6 months, on service of notice upon the other.

5.3 This Agreement may be terminated by You in the following circumstances;

5.3.1 if You serve a Minimum Notice or.

5.3.2 if We unreasonably change the terms and conditions of the Agreement to Your detriment or disadvantage AND We do not agree to revert to the previous terms within fourteen days of a request from You to do so However You may not terminate this Agreement under this clause if such change:

a) has been imposed on Us by any regulator with appropriate authority, for example OFCOM, or as a direct result of new legislation, statutory instrument or government regulation; or

b) relates solely to an Additional Service (as defined following clause A8). If this is the case then You may terminate such Additional Service by giving Us at least ten days notice in writing to that effect.

5.4 If this Agreement is terminated You must continue to pay the Charges for the Service in accordance with clause 2

6. Your General Responsibilities

6.1 You agree to pay the Charges for the Service in accordance with the Agreement or as We may notify You of from time to time.

6.2 You agree to use the Service in accordance with these terms and conditions, the acceptable use policy (Clause 18) and/or any other instructions We may give You from time to time.

6.3 You agree to take all reasonable precautions to prevent unauthorised use of the Service.

6.4 You agree to put in place and maintain in respect of the Equipment an insurance policy covering standard commercial risks.

6.5 You agree to put in place employers and public liability insurance throughout the Minimum Term and the Whole Term.

6.6 You agree to provide and maintain all environmental conditions reasonably required by Us and to comply with the requirements of current HSE regulations.

6.7 You agree to permit reasonable unhindered access by personnel authorised by Us to Your premises and equipment.

6.8 You agree to provide adequate storage, working space and any other facilities as may reasonably be required by Us.

6.9 All property You provide Us with in connection with any work to be undertaken by Us shall be entirely at Your own risk and We will in no circumstances become liable for any loss or damage thereto.

6.10 If any materials or data supplied by You fail to perform in the expected manner, We have the right to levy a charge related to any increased or additional cost to us of working and/or Our reasonably incurred expenses.

7. Disputes & Complaints

7.1 Invoice disputes must be notified to Us within 10 working days of the date of the invoice. Such queries may be lodged by: e-mail to accounts@qubicgroup.com or by telephone on 020 8601 6724. In all cases You should include details of;

7.1.1 Date / number of disputed invoice

7.1.2 Amount(s) / item(s) in dispute

7.1.3 Evidential reasons for dispute

IMPORTANT - We will only permit the non payment of disputed items in an invoice whilst they are being investigated - undisputed items must still be paid in accordance with the Payment Terms

7.2 Any agreed adjustments to Your invoice for one month will be made in the invoice for the following month.

7.3 Non invoice related complaints MUST be notified in writing to Our Customer Services department within 10 working days of discovering the problem/issue by way of email: customerservice@qubicgroup.com or post to

7.3.1 Qubic House, C1 The Courtyard, Alban Park, St Albans AL4 0LA

8. Dispute Resolution

8.1 If any dispute arises between the Parties under or in connection with this Agreement and it cannot be resolved in good faith negotiations between the Parties representatives, it shall be escalated to senior management level within five (5) Working Days of a written request from either of the Parties. If the Parties are unable to settle any dispute within fifteen (15) Working Days of it being referred to senior management the Parties may elect to refer the dispute to CEDR (Centre for Dispute Resolution) or an alternative form of dispute resolution. For the avoidance of doubt, nothing in this clause preclude either Party from commencing or continuing court proceedings.

9. Limitation of Liability

9.1 We are not liable to You either in contract, tort (including negligence) or otherwise for any direct or indirect consequential loss; loss of profits; business or anticipated savings; loss of or damage to any data or equipment.

9.2 If We are found liable to You Our liability is limited with exception for liability for death or personal injury caused by negligence, which cannot be limited, Qubic's total liability relating to its performance

of the Services shall be capped at the value of one month's contract in relation to the Services. Qubic's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the agreement.

9.3 Each limitation of liability in the Agreement (clauses 9.1, 9.2, A3, B4, C6) operate separately. If any limitation of liability is found by a court to be unreasonable or inapplicable the other limitations will continue to apply.

9.4 This section 9 will apply even after the Agreement has ended. If you are a consumer, the terms of the Agreement will not affect any rights you have under any statute which cannot be excluded by the terms of the Agreement. For more information on the rights you have under statute contact your Local Authority Trading Standards Department or Citizens Advice Bureau.

10. Matters Beyond Reasonable Control (Force Majeure)

10.1 If We are unable to do what We have agreed to do in this Agreement because of a Force Majeure Event then We will not be liable for this.

10.2 We will have no liability to You for Service failures arising as a direct or indirect result of;
10.2.1 a failure, refusal or delay by a third party to supply Us with a service; or
10.2.2 the imposition of legal or regulatory restrictions which prevent Us from supplying a Service.

11. Changing this Agreement

11.1 We may change this Agreement and the Charges at any time. If We need to increase the Charges for the Service or otherwise materially change this Agreement We will give You a minimum of 14 days notice by email or, otherwise in writing, before such changes take place.

11.2 You must tell Us promptly if You change Your name, address or banking details that may affect Your payment of the Charges.

12. Assigning the Agreement

12.1 Neither party shall assign the Agreement without the written consent of the other except that Qubic may assign the Agreement to another company controlling/controlled by or under common control with Qubic Group or to any person, firm or corporation that may purchase or take assignment of the business relating to anything supplied under the Agreement and provided such purchaser or assignee shall assume the obligations of Qubic under the Agreement.

13. Confidentiality and Privacy Policy

13.1 Except as required by law both parties shall procure that all confidential information disclosed by one party to the other in accordance with the Agreement or which may at any time until termination of the Agreement come into the other party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by the Agreement and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of the Agreement and then only under appropriate confidentiality provisions approved by the other party. These obligations of confidentiality shall continue after the termination or expiration of this Agreement but cease to apply to any particular item of confidential information once it becomes public knowledge other than by any act or default of either party.

13.2 Both parties recognise the importance of the Data Protection Legislation and shall comply with the Data Protection Legislation applicable requirements. Where we act as processors for You, this service is covered by the terms for Data Processing Services.

13.3 We make every effort to protect You from viruses, data leakages in compliance with the Data Protection Legislation, we however cannot be responsible for data breaches caused by other parties and out of our control, such as negligence in handling data and failure to comply with the Data Protection Legislation. You must ensure that you mitigate Your risks through staff training in data handling and compliance with the Data Protection Legislation and by putting the requisite policies and procedures in place.

13.4 If any remediation or restoration work has to be undertaken by Us in the event of a data breach or loss of data or virus, this work will be separately chargeable to You.

14. Non Solicitation

14.1 Neither party shall (except with the prior written consent of the other) during the Minimum Term and the Whole Term or the 3 month period following the expiry thereof, solicit the services of any staff member of the other party who has at any time, been engaged in the provision or reception of the Service under the Agreement either as employee, independent contractor or pursuant to any other form of employment or engagement other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other party.

15. Waiver of Rights

15.1 If You breach this Agreement, at Our sole discretion We may choose to overlook such breach, however any such waiver does not prevent Us from terminating the Agreement if You subsequently breach the Agreement again for any reason.

16. Third Party Rights

16.1 No third parties can benefit from the Agreement under The Contracts (Rights of Third Parties) Act 1999.

17. Law

17.1 The Agreement is governed by English law.

17.2 Any proceedings arising out of or in connection with the Agreement may be brought in any court of competent jurisdiction in London.

17.3 The submission by the parties to such jurisdiction shall not limit Our right to commence any proceedings arising out of the Agreement in any other jurisdiction it may consider appropriate.

17.4 The headings within the Agreement are provided for convenience only and shall have no effect on the interpretation thereof.

17.5 All warranties, conditions and statements other than those contained in the Agreement, statutory or otherwise are excluded, save where the absolute prohibitions against exclusion contained in the Unfair Contract Terms Act 1977 (or revision or amendment thereof) apply.

17.6 If any provision of the Agreement becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.7 Nothing in the Agreement constitutes a partnership between the parties or constitutes either party as agent of the other for any purpose whatsoever except as may be specified elsewhere by the terms of the Agreement.

17.8 Except as may be specifically provided for elsewhere in the Agreement all notices shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in the Agreement. Notices may be sent by first-class mail or email transmission to customerservice@qubicgroup.com Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and email transmissions shall be deemed to have been received instantaneously upon transmission provided that they are confirmed in the manner provided for above.

17.9 The Agreement and any schedules or attachments annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof (being the provision of certain telecommunications, information technology, computer and other services) and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

18. Acceptable Use Policy

18.1 This acceptable use policy sets out the terms between Us and You, under which you may access Our website, www.qubicgroup.com and use Our Service. This acceptable use policy applies to all users of Our Service. Your use of Our Service means that You accept, and agree to abide by, this acceptable use policy.

18.2 Prohibited uses - You may only use Our Service for lawful purposes. You may not use Our Service:

18.3 in any way which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of, or infringe the rights of any third party, in the UK or any other country in the world, or in any way breaches any applicable local, national or international law or regulation;

18.4 in any way which is threatening, defamatory, offensive or obscene, indecent, seditious, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, copyright, privacy or any other rights, or which may cause annoyance or inconvenience ("Content Standards");

18.5 for any unlawful or fraudulent purposes, or any use which has any unlawful or fraudulent purpose or effect;

18.6 for the purpose of harming or attempting to harm minors in any way;

18.7 to send, knowingly receive, upload, download, use or re-use any material which does not comply with Content Standards;

18.8 in any way for which You have not obtained all necessary licences and/or approvals;

18.9 in a manner which is technically harmful (including without limitation, to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware

18.10 in a manner which involves misusing Our Service (including without limitation by hacking) or which attempts to affect the performance or functionality of any computer facilities of or accessed through Our Service;

18.11 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation.

Terms & Conditions for NETWORK SERVICES (not including Mobile Services)

The following terms and conditions, specific to **Network Services** will, combined with clauses 1 to 18, form the Agreement for **Network Services**.

Definitions

CDR means Call Data Record which are files We receive from our Network Providers which contain details of the calls You have made

CPS means Carrier Pre-Selection which is where Your calls are re-routed via a Network Provider

DSL means Digital Subscriber Line which is a connection to receive Internet access and allow us to transmit digital data.

Ethernet means Ethernet circuit using high-bandwidth, fibre optic media to deliver 10 Mbps, 100 Mbps,1000 Mbps & 10000 Mbps internet connectivity.

PSTN means Public Switched Telephone Network and includes analogue telephone lines and Integrated Services for Digital Network (ISDN) lines/services.

SIP Voice over Internet Protocol (VoIP) and streaming media service based on the Session Initiation Protocol (SIP) by which Internet telephony service providers (ITSPs) deliver telephone services and unified communications to customers equipped with SIP-based private branch exchange (IP-PBX) and Unified Communications facilities.

A1. Price, Payment & Ownership

A1.1 The fee for the network services is the periodic service fee as set out in your signed Agreement

A1.2 Charges for calls (including those calls routed via CPS) You make will start from the time You first use the Service and will be recorded in the CDR's We receive from Our suppliers at the rates We have agreed with You.

A1.3 You will not, at any stage, own any PSTN line, local or wide area network circuitry or other type of telecommunication, internet or IP circuitry.

A2. Termination by You

A2.1 You may terminate;

A2.1.1 the CPS services at any time after the Minimum Term by giving Us 30 days notice, in writing (being the Minimum Notice) expiring at the end of the Minimum Term or the Whole Term, of Your intention to do so. IMPORTANT It is Your responsibility to ensure that Your new service provider takes the appropriate steps to intercept and re-route Your calls via their service. If they do not You will continue to be charged for calls made via the Service.

A2.1.2 any PSTN / ISDN lines, SIP, DSL, Ethernet ancillary/associated services and all other rented services at any time after the Minimum Term by giving us 90 days notice in writing (being the Minimum Notice) expiring after the end of the Minimum Term or the Whole Term of Your intention to do so.

A2.1.3 on termination of a SIP, DSL or Ethernet service either as a cease request or as a sequence of a migration, a cease charge (currently £50 + VAT) will be applied, and any usage Charges incurred up to the actual termination date remain payable.

A2.2 If, as a part of Your termination of Service(s) with Us You want to retain (Port Away) any/all of Your numbers, We will do all We can to accommodate such requests, but the process will rely exclusively on whether the existing and proposed third party service providers (Carriers) have a 'Porting Agreement' in force. We have no control nor influence over these matters so can give no guarantee

that any such porting request will be successful, and as a consequence will not accept any liability whatsoever for any direct or indirect looses You may suffer if such request fails.

A2.3 If this Agreement is terminated You must continue to pay the Charges for the Service in accordance with Clause 2

A3. Limitation of Liability

A3.1 You acknowledge and agree that in relation to the provision of telecommunication lines, circuits and all associated facets, features and functions;

A3.1.1 We are only an intermediary for the transmission of Content,

A3.1.2 that We play a passive role as a conduit of Content for You and third parties,

A3.1.3 that We are unable to exercise any editorial or other control over any Content and

A3.1.4 We neither initiate the transmission of Content, select the receivers of Content, nor monitor, select or modify Content.

A4. Call Monitoring & Using Your Data

A4.1 We or Our suppliers may occasionally monitor and record calls, emails and any other communications made to or by Us (or Our suppliers) relating to customer services and telemarketing. We do this for training purposes and, to improve the quality of Our customer services, including complaint handling. We need to do this in order to perform our contractual obligations and for legitimate business interests. We will hold this data in line with our retention policy and then destroy safely.

A4.2 If You wish to make international calls We may need to provide Your personal information to other companies which may be outside the EU. You should be aware that the standards of protection for personal information outside the EU are not currently governed by the Data Protection Legislation although We require that any Third Parties whose services may be carried outside of the EU comply with the Data Protection Legislation.

A5. What the Service is

A5.1 The Service We arrange for You will be a line or circuit, or combination thereof which will allow You to:

A5.1.1 make & receive voice calls;

A5.1.2 send & receive data;

A5.1.3 send & receive internet e-mail;

A5.1.4 access the internet; and

A5.1.5 any additional services.

A5.2 We will arrange for You to be provided with the Service on the terms of the Agreement.

A5.3 We will use all reasonable endeavours to ensure that the Service requested by You is provided by Our suppliers to You by any date We have agreed with You but We do not guarantee to do so and We have no liability for any failure to meet any date.

A5.4 You are entitled to the quality of service generally provided by a competent telecommunications service provider exercising reasonable skill and care but acknowledge that these services are not fault free and may be impaired by circumstances beyond Our control including, but not limited to failures by Our suppliers and Force Majeure Events.

A5.5 We or Our suppliers may vary the technical specification of the Service from time to time.

A5.6 The Service is not available in all parts of the United Kingdom nor in all other countries and may be restricted to certain areas within those countries where Service is available.

A5.7 All line rental, ancillary line services and call Charges are calculated by reference to data recorded or logged by Our suppliers and not by reference to any data recorded or logged by You, nor by reference to any information provided to You by Us for information purposes only.

A5.8 Call charging rates that vary according to the time of day are billed according to the time of call initiation.

A5.9 Call Charges from overseas networks may not reach Us in time to allow Us to include them in the bill for the month in which the original call was made. Any such Charges will appear in the next bill following Our receipt of the details from Our suppliers.

A5.10 Other than certain premium rate services, calls are priced on a per minute basis, but billed on a per second basis, rounded up to the nearest penny with, in some cases a minimum call charge being applied.

A6. Things We May Have to do

A6.1 Occasionally We may have to:

A6.1.1 alter the code or number associated with the Service;

A6.1.2 bar numbers from the Service on a temporary or permanent basis in circumstances where it is necessary to do so

A6.1.3 temporarily suspend the Service (or any part of it) for operational reasons, emergencies or for reasons of security.

A6.2 Where the CPS becomes unavailable (temporarily or otherwise) every reasonable effort will be made to re-route calls via Your usual fixed line telecommunications supplier which will be billed to You by them at their then current rates.

A6.3 At Our discretion We or Our suppliers may apply a usage limit or surcharge to Your account and We or Our suppliers may suspend Your Service if this limit is exceeded. As Our billing system is not instantly updated each time You use the Service it is possible, especially when making international calls, to exceed Your usage limit. You will be liable for all Charges incurred including any Charges exceeding Your usage limit. You may be asked to pay any Charges incurred in excess of Your usage limit before Service is reinstated.

A6.4 We may require You to provide Us with a deposit as a condition of providing the Service to You or for continuing to provide the Service to You.

A6.5 We may use Our discretion to refuse to supply any of Our supplier's services to You.

A7. Your Use of the Service

A7.1 For the CPS You will lodge the telephone numbers/lines on which You wish to use the Service.

A7.2 CPS will be automatically applied to all new PSTN lines You ask Us to arrange with Our suppliers on Your behalf.

A7.3 Where necessary We will modify the programming of Your telephone system or allocate a code to allow You to access the Network. The code number does not belong to You and may only be used on the lines You have previously lodged with Us.

A7.4 You acknowledge that the Service may be accessed by means of either CPS or Indirect Access Code. You therefore further acknowledge that any restriction to the Service (including, but not limited to, call barring) which may be available by means of CPS may be overridden by the caller accessing the Service by means of Indirect Access Code. In this event You acknowledge that You remain liable for ALL call Charges incurred.

A7.5 You must not use or permit any other person to use the Service contrary to the Acceptable Use Policy (Clause 18). The action We can take if this happens is explained in Clauses 5, 6 and A6.

A7.6 You acknowledge that no matter how such Charges arise You will be legally liable to pay all call Charges logged by Our suppliers against Your telephone number(s).

A7.7 If a claim is made against Us because of Your misuse of the Service You must reimburse Us any sums We or Our suppliers have to pay.

A7.8 If You use the Service for business purposes, You must indemnify Us against any claims that anyone (other than You) threaten or make against Us because the Service is faulty or cannot be used by them. You must tell Us at the address We notify to You in writing, or by email if anyone makes or threatens to make any claim or issues legal proceedings against You relating to Your use of the Service or the Content. At Our request You will immediately stop the act(s) complained of. If We ask You to, You must confirm the details of the claim(s) in writing.

A7.9 You are responsible for evaluating the accuracy and completeness and the value and integrity of the goods and services offered by third parties via the Service. Neither We nor Our suppliers will be a party to or in any way responsible for any transaction concerning third party goods and services.

A7.10 In relation to fair usage for DSL services including ADSL, FTTC or any other broadband term

A7.10.1 If You subscribe to a Service that has a limit on the amount of data that you download or upload via Your Broadband/ADSL Service Your usage must not go over the stipulated limit each month.

A7.10.2 The first occasion on which you go over your usage limit We will send You an email alert to the email address You have given us for this purpose (or alternatively Your primary broadband email address if You have not given us an alternative). This alert will let You know what will happen if you go over Your usage limit again.

A7.10.3 If in any subsequent month, We see you are approaching Your usage limit, We will send you another email to let You know that You have reached 70% of your usage limit.

A7.10.4 If You go over Your usage limit more than once in any six month period, then We will:

a. recommend an upgrade to your circuit
b. charge You fair and reasonable costs for Your extra usage (and any reasonable administration costs) in excess of Your usage limit.

A7.10.5 To ensure You get Your email alerts You should make sure We have an email address that is up-to-date and that You check regularly.

A7.11 Internet Routers – Support, Management & Statistics

A7.11.1 Where We supply and install a router or routers on the Broadband/ADSL service(s) We supply to You We will fully manage and monitor the service for the purposes of support and statistics.

A7.11.2 Where You choose to engage a 3rd party organization to install and manage Your router(s); We will not provide any support, statistics or logs for the router(s).
all Broadband/ADSL service faults must in the first instance be referred to the 3rd party organization for investigation and the findings passed to Us for further investigation if the issue appears to be at Network level.

A8. Service Barring or Disconnection

A8.1 At Our discretion We can bar You from making calls (other than to the emergency services) and disconnect the Service from the network if;

A8.2 You infringe the terms of Clauses 6, 18 or A7; or

A8.3 if We have reasonable cause to suspect fraudulent use of Our Services.

A8.4 You must pay an unbarring cost and, if applicable, a re-connection cost if the Service is temporarily barred and/or Your Service is disconnected from the network for the reasons stated in clause A8.1. If We have barred or disconnected the Service We will not re-provide it unless You do what You have agreed to do, or satisfy Us that You will do so in future, or that the Service will not be used again in a way that is forbidden. We may require You to authorise a direct debit authority for the payment of such Charges.

A8.5 If We bar Your Service or disconnect it from the Network because You break the Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is ended by notice under Clause 4.

Terms & Conditions for MOBILE SERVICES (not including NETWORK SERVICES)

The following terms and conditions, specific to **Mobile Services** will, combined with clauses 1 to 18, form the Agreement for **Mobile Services**.

Definitions

Additional Services	means optional Services (for example Roaming, access to Services charged at premium rates or Content) which are likely to be supplied outside of a Monthly Allowance and are chargeable at the rates set out in our Tariff Table. Monthly Allowance means the agreed allowance of Services, (for example, airtime, text messages, and/or other Services) that We provide to You for a monthly or other periodic payment.
Messaging Services	means the voicemail storage and retrieval service and/or any other type of message storage and retrieval service that We may offer from time to time.
Network	means the mobile communication network through which you receive Services.
Roaming	is an Additional Service that allows You to access the Services on a network belonging to another operator, usually in a foreign country.
SIM	means the Subscriber Identity Module card which contains Your phone number and which enables You (together with a handset or other equipment) to access the Services.
Tariff Table	means our current list of charges and prices which is updated from time to time and available on request.

Standard Services Provided

Voice & Text Only	Included in the rental on a voice & text only service is the ability to make calls and send SMS's at prevailing rates.
Voice, Text & Data	Included in the rental is the voice package, the data bundle and SMS facility which are all charged at the prevailing rate.
Blackberries	Included in the rental is voice package, Blackberry data, BBM services and SMS charged at the prevailing rate. Types of Blackberry services; Blackberry Enterprise — Requires a separate server and device licences (chargeable) Blackberry Express — Requires free of charge Exchange server software. Blackberry BIS — Push and pull email services only.

Services Available at Extra Cost;

SSL certificate (required if corporate emails are required for iPhone or smart phones)
Blackberry Enterprise server, device licences and deployment
Blackberry Express deployment.
Blackberry BIS - No synchronisation to corporate account.
Additional memory and hard drive space if required.
Any additional users

- a monthly fee per device for support if Blackberry SIM is provided by Us which does not include the device hardware which is covered under manufacturer's warranty for 12 months
- If a SIM is not provided by Us there will be a monthly support cost, subject to a minimum period of 12 months
- If a Voice Only, Blackberry or iPhone requires re activation under any circumstances a reactivation fee will apply

B1. General Terms & Service Start Date

B1.1 The Agreement only covers the provision of the Services by Us to You. It does not cover any handsets, other equipment, associated accessories and/or devices You may have received with Your SIM or as part of a package, either directly from Us or from a third party retailer.

B2. Price, Payment & Ownership

B2.1 Charges for calls and other Service usage will start from the time the connection is connected to the network and will be calculated using the call data records (CDRs) We receive from Our suppliers but using the Tariff Table rates We have agreed with You.

B3. Termination by You

B3.1 You may terminate this service at any time after the Minimum Term by giving Us 30 days notice in writing (being the Minimum Notice) expiring at the end of the Minimum Term or the Whole Term.

B4. Limitation of Liability

B4.1 You acknowledge and agree that in relation to the provision of Mobile Services and all associated facets, features and functions;

B4.1.1 We are only an intermediary for the transmission of Content,

B4.1.2 that We play a passive role as a conduit of Content for You and third parties,

B4.1.3 that We are unable to exercise any editorial or other control over any Content and

B4.1.4 We neither initiate the transmission of Content, select the receivers of Content, nor monitor, select or modify Content

B5. Call Monitoring & Using Your Data

B5.1 We or Our suppliers may occasionally monitor and record calls, emails and any other communications made to or by Us (or Our suppliers) relating to customer services and telemarketing. We need to do this in order to perform our contractual obligations and for legitimate business interests. We will hold this data in line with our retention policy and then destroy safely.

B5.2 If You wish to make international calls We may need to provide Your personal information to other companies which may be outside the EU. You should be aware that the standards of protection for personal information outside the EU are not currently governed by the Data Protection Legislation although We require that any Third Parties whose services may be carried outside of the EU comply with the Data Protection Legislation.

B6. Your Monthly Allowance

B6.1 Your Monthly Allowance is set out on Your Agreement using the charges that would be made for use of Our Service as set out in the Tariff Table.

B6.2 During the Minimum Term and the Whole Term We may allow You to change Your Monthly Allowance but You may only change to a Monthly Allowance that costs the same or more than the Monthly Allowance You agreed to at the beginning of the Minimum Term. You may only change Your Monthly Allowance once in any period of 30 days and only with Our agreement.

B6.3 All use of the Services that is in excess of or not included within Your Monthly Allowance will be charged for separately at the rates specified in the Tariff Table.

B7. Provision of Service

B7.1 We will Use all reasonable endeavours to make Our Services available to You at all times but quality and availability can be affected by factors outside Our control, such as the weather, or faults in the Network or any other networks used to provide the Services to You. The Network We use for the provision of Services may from time to time need upgrading, maintenance or other work which may result in interruptions or unavailability. We will do all We can to keep such interruptions or

unavailability to a minimum.

B7.2 The Services will be available to You provided You:

B7.2.1 are in range of the base stations forming the Network (or that of Our partners when Roaming) when You try to use the Services;

B7.2.2 only use the Services with the equipment and SIM We have approved for use on the Network;

B7.2.3 give Us valid information We reasonably ask for and do not give Us false information;

B7.2.4 follow all reasonable instructions We give You and any reasonable guidelines We make available to You;

B7.3 Any SIM We provide to You remains Our property and must be returned to Us if We ask for it back. You must keep the SIM safe and can only use it to access the Services. If the SIM is lost, stolen or damaged call Us immediately for another SIM. If the SIM is lost or stolen You will be liable for the cost of a replacement SIM and any/all Charges relating to use of the SIM (including call Charges) up to the time that You notify Us that Your SIM is lost or stolen, regardless of whether the Charges have been incurred by You or someone else. You will also continue to be liable for the monthly payment (or other periodic charge) relating to Your Monthly Allowance until the end of the Minimum Term and the Whole Term. If You lose the SIM You may be liable to pay a reasonable replacement charge, details of which are set out in the Tariff Table.

B7.4 You may not sell or otherwise make the Services available to others or commercially exploit the Services or any Content in any way.

B7.5 We give You the use of a phone number. In exceptional circumstances, the telecommunications regulator OFCOM may order the reallocation or change of mobile phone numbers, in which case We may have to change the phone number We make available to You.

B7.6 We will use reasonable endeavours to maintain any Content that is provided by Us or Our appointed third party Content suppliers. However, as Content is obtained from a large range of sources, it is provided on an as is basis and We do not represent to You that any Content is of satisfactory quality, accurate, error free, secure, fit for a particular purpose, complete or suitable. For restrictions around Content provided by third parties please see clause 18.

B7.7 Our Services may be available to You in countries outside of the UK if We or the partner who provides Us with the Network have roaming arrangements in place. You may need to activate Roaming on Your handset by contacting Us before You leave the UK. The Charges for Roaming are included in the Tariff Table or are available from Us on request. Overseas network operators may bill Us some time after You use the Services which can be as long as three months later. Please be aware that when You use Your phone abroad incoming calls may also incur a charge.

B7.8 We may offer You new services that may be of interest or benefit to You. Charges for any Additional Services will be specified in the Tariff Table and any special terms and conditions for such Additional Services will be specified on Our website or be available from Us on request. We may require You to show a satisfactory credit score or billing history before We provide You with access to some Additional Services.

B8. Changes to the Charges or Our Services

B8.1 We may need to change or withdraw all or part of Your Monthly Allowance, the Services, or any Additional Services if they are uneconomical, technically impractical, not fulfilling their purpose for You or Us, or as a result of changes in technology or changes made by Our network supplier.

B8.2 Any continued use of Our Services or Additional Services after the date of the change will be deemed to be acceptance by You of the relevant change.

B9. Changes to the Charges or Our Services

B9.1 You must pay all Charges on Your account, whether or not they have been incurred by You. For reasons of good credit management We may limit the total number of direct debit accounts You have with Us.

B9.2 You will be charged a monthly (or other periodic) amount for the allowance of calls, texts, or other Services that make up Your Monthly Allowance or if applicable, for any Additional Services that are charged on a monthly basis. This monthly amount will be charged in advance (or arrears if We so advise) and will be charged whether or not You use all of Your Monthly Allowance each month.

B9.3 You will be charged monthly in arrears for all use of Our Services in excess of or outside of Your Monthly Allowance, for any Additional Services that are not charged on a monthly basis and for any other Charges that You may incur.

B9.4 We may set a monthly credit limit on Your account that will be an amount We consider appropriate and will inform You what this amount is. We may suspend Your access to the Services if You exceed the limit. You should not use any credit limit for budgeting as the amount You owe is not capped or limited and You will still be liable if You exceed any credit limit We set.

B9.5 We will usually send You a bill every month advising You of the total amount of Charges You owe Us. We may change the billing period at any time but We will notify You in advance if We do this.

B9.6 We will usually send Your bill to You by email unless You have advised Us and We have agreed, that You can receive it by another method We offer.

B9.7 We may require You to make a deposit as security for the Charges. We do not pay You interest on deposits. A deposit is likely to be required if You have less than 4 months credit history with Us and You wish to activate Roaming on Your account, or if You do not pay any of Your bills in full and on time. Details of any deposit that may be required will be advised to You in a separate letter. We may use any deposit towards any Charges that You owe Us that You have not paid. If You do not owe Us any money We will repay the deposit to You if this Agreement is ended in accordance with the termination provisions.

B9.8 You may choose to pay Your Charges in advance but must still maintain an active direct debit for Your account.

B10. Suspending or Disconnecting Access to Our Services

B10.1 We may suspend Your use of the Services or disconnect any SIM from the Network without warning if the Network needs urgent maintenance or upgrading.

B10.2 We may also suspend Your use of the Services and disconnect Your SIM from the Network without giving You notice if You, or anyone who uses Your SIM:

- B10.2.1 does not keep to the conditions of the Agreement, including the provisions of clause 18 and B7.2, or any other agreement with Us, for example, any terms and conditions relating to the provision of Additional Services or any promotional or special offers;
- B10.2.2 damages the Network or puts it at risk;
- B10.2.3 notifies Us that Your SIM has been lost or stolen;
- B10.2.4 exceeds any credit limit We may have set for You or does not pay a bill when it is due;
- B10.2.5 if required to be suspended following an order, instruction or request from any governmental body, any emergency service organisation, or any other person or organisation with the appropriate authority to request such suspension;
- B10.2.6 has provided Us with information that We reasonably believe is false or misleading;
- B10.2.7 suspends, cancels or otherwise makes inactive any direct debit set up in Our favour;
- B10.2.8 does so in a manner which gives Us reason to believe that Your account has or is being used fraudulently; or
- B10.2.9 contravenes any acceptable use policy We have notified You about (as set out in clause 18) and You continue to use the Services in breach of that acceptable use policy after We have notified You of any breach.

B10.3 You are still liable for all monthly or other periodic Charges for Your Monthly Allowance due during any period of suspension or disconnection. However, if the suspension or disconnection is because of urgent ongoing Network problems as set out in clause 36.1, then We will credit Your account with an appropriate part of Your monthly (or other periodic) charges to cover the period of any suspension.

B10.4 We may charge You a fee to reconnect You to the Service except where the reconnection is required as a result of Network problems as set out in clause B10.1. Details of any such fee are set out in the Tariff Table.

B10.5 We may turn off Messaging Services if they are inactive for an extended period of time but We will let You know before this happens. If We do turn off Messaging Services You will lose all of the content in Messaging Services and We will be unable to forward any unopened or unsent messages to You or anyone else.

B11. When Our Agreement Ends

B11.1 If this Agreement is terminated:

B11.1.1 Your SIM will be disconnected from the Network;

B11.1.2 You will not be able to use Our Services at all; and

B11.1.3 You will lose Your phone number (unless You move to another network).

B11.1.4 If you elect to move your number to another airtime supplier, you will need a PAC code

B11.2 If this Agreement is terminated (other than in accordance with clause 4.1) You will need to pay Us on termination:

B11.2.1 all unpaid call and other usage or administration Charges on Your account; and

B11.2.2 all sums due under clause 2

Terms & Conditions for SUBSCRIPTION EQUIPMENT and SERVICES

The following terms and conditions, specific to **Subscription Equipment and Services** will, combined with clauses 1 to 18, form the Agreement for **Subscription Equipment and Services**.

Definitions

CDR	means Call Data Record which are files We receive from our Network Providers which contain details of the calls You have made
CPS	means Carrier Pre-Selection which is a method by which Your calls are routed via one of the Network Providers
Server Instance	The hosted server installed at one of our data centres.
Service	Computer and telephony facilities and associated/related products which You use (but which are not necessarily located at Your premises) usually delivered from (hosted) at a secure 'Data Centre' and accessed/used via a dedicated network circuit/line/connection.

C1. Price & User

C1.1 Charges for calls including CPS usage will start from the time You first use the Service and will be calculated using CDRs We receive from Our suppliers at the rates we have agreed with you.

C1.2 Where the Service is arranged on a per user basis, the number of users will be created in accordance with the original agreement between Us. Additional Users may be added at any time at extra cost, but should You wish to reduce the number of users at any time, the maximum reduction permitted will be 15% of the then current number of users.

C1.3 Where service contracts are supplied by 3rd party vendors Your reduction permitted will be in accordance to their terms and conditions.

C2. Service Availability

C2.1 Service availability for all Subscription Equipment and Services will be in accordance with the package chosen by You from the options available in Maintenance & Support Services section of the Agreement.

C3. Products & Services

C3.1.1 No Admin

PROVIDED	We create the Server Instance and make it available to You and Your users. We manage the core networking/routing within the Qubic Datacentres.
NOT PROVIDED	All server administration tasks including but not limited to; setting up and removal of users; data and server image restoration; all updates and patches along with administration for supported; server operating systems; SQL server; if applicable anti-virus software scheduling and updates; setting up any new users and removal of old; creating file structures and advising on hard drive capacity and memory requirements; archiving emails; security; user profiles and anything else not specified above as **PROVIDED**.

C3.1.2 Admin Included

PROVIDED	We create the Server Instance and make it available to you and your users. All server administration tasks including but not limited to setting up and removal of users; data and server image restoration; all updates and patches along with administration for supported server operating options; SQL server; if applicable anti virus software scheduling and updates, setting up any new users and removal of old, creating file structures and advising on hard drive

	capacity and memory requirements, archiving emails, security, user profiles, including but not limited to the core networking/routing within the Qubic Datacentres.
NOT PROVIDED	Anything not specified above as **PROVIDED**.

C3.1.3 Localised Support

PROVIDED	We will attend site to support or maintain any element of the equipment listed within your agreement with us. The voice and data support differences are as follows: voice covers all labour, component parts and software. Data covers all equipment including PC's, servers, printers, scanners, routers, switches, UPS, including labour relating to repair support and maintenance but excludes parts. Charges apply as in accordance to your support/maintenance contract or as notified.
NOT PROVIDED	Anything not specified above as **PROVIDED**.

C3.1.4 Anti virus/AntiMalware

PROVIDED	Anti virus/AntiMalware software which includes managed end point security, hosted server licence, hosted exchange licence. This product will be installed on each PC and server(s) on the network in your office/s and on the hosted server instance(s). Updates will be carried out as issued by the manufacturer and the system is configured to accept all updates. Anti virus/AntiMalware products are applied within accordance to your contract.
NOT PROVIDED	a) In the unlikely event that your system becomes infected with a virus which the anti virus software does not detect we reserve the right to make a charge for the rectification thereof. b) All additional work will be charged at Our then standard support rates. c) If the anti-virus software subscription is not renewed when it becomes due the cost of rectifying any virus infections may increase considerably. d) We will accept no responsibility for ANY losses occasioned by the failure or consequences of failure of the anti virus software, howsoever arising.

C3.1.5 Backup

PROVIDED	Hosted or localised backup and disaster recovery solution consists of incremental backups, being saved daily and after 7 days this will be saved as a weekly backup. Four weekly backups will be saved as a one month backup. Backups will be stored for 1 year and over written, however, if a longer period of storage is required then this can be provided but will incur extra costs. If a corrupt or deleted file requires restoring and is under 50MB in size it will be carried out free of charge. Any restoration of a file over 50MB in size will be chargeable on an hourly rate as notified. If a hosted server with the admin support option is selected full recovery of the latest image will be included. Backups and Backup schedules are monitored by Us and monthly checks are carried out to ensure the integrity of Your backup solution.
NOT PROVIDED	a) a hosted server with no admin option is selected, full server recovery of the latest image will be chargeable in addition. b) If a localised server fails and needs to be restored and the data cannot be recovered from the backup server located on site, the replacement emergency server (when remote offsite backup has been selected) will be chargeable in addition. c) If remote Offsite backup is not selected and the backup server(s) become corrupt or all servers/equipment onsite become affected from

	virus/water damage/fire or any other issue out of Our control We are not responsible for loss of data in DR (Disaster Recovery) situation.

C3.1.6 Phone System

PROVIDED	Hosted instance or localised covers the initial set up and installation of equipment as per contract schedule. Provided a maintenance contract option has been selected this covers all parts and labour including handset and system replacement if required. Any customer requirements that constitute a change, preference or re-configuration within the first three months of installation will be carried out free of charge. If lines, circuits and calls are provided by Us, all fault resolutions are covered. Date and time changes and password resets are included.
NOT PROVIDED	a) Out of hours cover unless the appropriate Support Level specifies it. b) After three months of installation any customer requirement that constitutes a change, preference or re-configuration will be chargeable. c) If lines and calls are provided by a third party (e.g. BT) and are proven to be the cause of a problem and We have been called out unnecessarily the costs of such call out will be chargeable. d) Headsets and all other third party accessories are not covered under the maintenance contract but manufacturers' warranties will apply. e) Consumables e.g. batteries are not covered. f) Accidental/deliberate damage to any items is not included.

C3.1.7 Computers & Laptops (including rental equipment)

PROVIDED	Desktop/Notebook/Tablet PC's/Devices are covered if stated in the contract schedule. Any parts under the Manufacturer's warranty will be managed by Us and replaced as per the manufacturer's guidelines. Labour and Desktop support is included.
NOT PROVIDED	a) Desktop/Notebook/Tablet PC's/Devices are not covered unless stated in the contract schedule. b) Parts out of warranty are not covered. c) Any upgrades e.g. hard drives, memory etc will be chargeable. d) Application support e) Consumables, e.g. batteries are not covered.

C3.1.8 Internet Content Filtering

PROVIDED	Can be provided at additional cost according to Your contract. Services can be modified to Your company's internet content filtering terms and conditions.
NOT PROVIDED	a) Peer to peer sharing b) Management

C4. What the Service is

C4.1 We will arrange for You to be provided with the Service on the terms of the Agreement.

C4.2 We will use all reasonable endeavours to ensure that the Service requested by You is provided by Our suppliers to You by any date We have agreed with You but We do not guarantee to do so and We have no liability for any failure to meet any date.

C4.3 Services may be impaired by circumstances beyond Our control including, but not limited to failures by Our suppliers, geographic and/or atmospheric conditions.

C4.4 We or Our suppliers may vary the technical specification of the Service from time to time.

C4.5 The Service is not available in all parts of the United Kingdom nor in all other countries and may be restricted to certain areas within those countries where Service is available.

C4.6 All line rental, ancillary line services and call Charges are calculated by reference to data recorded or logged by Our suppliers and not by reference to any data recorded or logged by You, nor by reference to any information provided to You by Us for information purposes only.

C4.7 Call charging rates that vary according to the time of day are billed according to the time of call initiation.

C4.8 Call Charge details may not reach Us in time to allow Us to include them on the bill for the month in which the original call was made. Any such Charges will appear on the next bill following Our receipt of the details from Our suppliers.

C4.9 Other than certain non geographic numbers and Premium Rate Services, calls are priced on a per minute basis, but billed on a per second basis, rounded up to the nearest penny with, in some cases a minimum call charge being applied.

C4.10 We do not hold liability for any rogue premium rate / international call charges incurred by Your company or employees.

C5. Termination by You

C5.1 You may terminate this Service at any time after the Minimum Term by giving Us 90 days notice in writing (being the Minimum Notice) expiring at the end of the Minimum Term or the Whole Term

C5.2 If this Agreement is ended You must continue to pay the Charges for the Service in accordance with clause 2.

C6. Limitation of Liability

C6.1 You acknowledge and agree that in relation to the provision of telecommunication lines, circuits and all associated facets, features and functions;

C6.1.1 We are only an intermediary for the transmission of Content,

C6.1.2 that We play a passive role as a conduit of Content for You and third parties,

C6.1.3 that We are unable to exercise any editorial or other control over any Content and

C6.1.4 We neither initiate the transmission of Content, select the receivers of Content, nor monitor, select or modify Content.

C7. Call Monitoring & Using Your Data

C7.1 We or Our suppliers may occasionally monitor and record calls, emails and any other communications made to or by Us (or Our suppliers) relating to customer services and telemarketing. We do this for training purposes and, to improve the quality of Our customer services, including complaint handling. We need to do this in order to perform our contractual obligations and for legitimate business interests. We will hold this data in line with our retention policy and then destroy safely.

Terms & Conditions for MAINTENANCE & SUPPORT SERVICES

The following terms and conditions, specific to **Maintenance & Support Services** will, combined with clauses 1 to 18, form the Agreement for **Maintenance & Support Services**.

Definitions

Computer Equipment	PCs, laptops and network servers and their respective operating systems, network, hubs, routers, network infrastructure, cross connects and interconnects, printers, scanners and peripheral devices that connect to computers.
Start Date	means the Start Date for Support and Maintenance shown in the Maintenance Start Date field in the Agreement.
Telecommunications Equipment	Telephone systems, handsets, PSTN lines, local or wide area network circuitry or other type of telecommunication, internet or IP circuitry.

D1. Support Level Packages & Descriptions

D1.1 The Support Level for the items comprising the Equipment and Service is as shown in the Maintenance & Support columns in the schedule(s) attaching to and forming part of your Agreement

Localised Support Packages (See Also Clause D4)	**Package** "Working hours"	**Package** "Extended hours"	**Package** "Round the clock"
NOC monitoring	24/7	24/7	24/7
NOC fix	09:00 to 17:00	08:00 to 20:00	24/7
Helpdesk support	09:00 to 17:00	08:00 to 20:00	24/7
Remote server support	09:00 to 17:00	08:00 to 20:00	24/7
On-site server support (Available at an extra cost)	09:00 to 17:00	09:00 to 17:00 (8-8)	09:00 to 17:00 (24/7)
Monthly patches and updates	Included	Included	Included
Antivirus, anti-spam monitoring and fix	Included	Included	Included
System changes, user adds, user modifications and other admin tasks under 15 minutes	Unlimited 09:00 to 17:00	Unlimited 09:00 to 17:00	Unlimited 09:00 to 17:00
Hardware warranties and software licence management	Included	Included	Included

D2. Service Desk

Tel: 03301027272 Email: support@qubicgroup.com

D2.1 The Service Desk is open from 08.30 to 17.00 Monday to Friday excluding Bank and Public Holidays.

D2.2 All incidents, failures, errors and requests for assistance MUST be notified, as soon as possible after discovery, to the Service Desk and an incident number/reference obtained.

D3. Call Types & Response Times

Class 1 – Emergency Fault Calls up to 4 hour Response* meaning; the failure of Your network server(s) resulting in a network outage affecting all or the majority of Your company or the inability to make or receive ANY external telephone calls or the failure of national ethernet or other wide area network circuitry/services.

Class 2 – Non Emergency Fault Calls up to 8 Hour Response* (all fault requests not included in Class 1).

**Response - the number of Working Hours within which We will use all reasonable efforts to respond to Your requests.*

Priority Levels – At the time a fault call is placed We will allocate a priority level depending on the impact on Your operation. We will base the allocated priority level on Our perceived impact of the incident on Your operation. Calls in Class 1 can be allocated a priority level of 0 or 1 and calls in Class 2 a priority level of 2 or 3. We will endeavour to respond to a Call of lower numerical value Priority Level sooner.

Note – We are not responsible for the response times or fault repair services of the other company(s) with whom Your services have been arranged. We will however make every reasonable effort to ensure that any faults are addressed and rectified as quickly as possible and will keep You informed as to progress.

D4. Non-fault Call Appointments - Advanced Notice

A visit length of half a day requires 1 weeks notice
A visit length of 1 - 2 days requires 2 weeks notice
A visit length of 3 - 4 days requires 4 weeks notice
A visit length of 5+ days requires 6 weeks notice
Note: Appointments are available during Working Hours only, but not between Dec 20th and Jan 5th

D5. What's Included and Excluded

D5.1 Telecommunications Equipment, INCLUDED

D5.1.1 All parts or components determined by Our engineers to be faulty will be replaced. We, at Our absolute discretion, reserve the right to utilise reconditioned or re-manufactured components.

D5.2 Telecommunications Equipment, EXCLUDED (and/or items that will attract extra charges)

D5.2.1 All non fault call-outs and requests for remote session work will be chargeable at "Our" current "Charges" for such work.

D5.2.2 We may charge You for Our expenses, which may include but are not restricted to; overtime, travelling expenses, accommodation charges, congestion charges and any charges passed on to Us by the suppliers of the Equipment and Service We have arranged for You

D5.2.3 We accept no responsibility for any delay in repairing, rectifying or replacing faulty Equipment or resolving any Service interruption or failure where such delay is due to the;

a) non-availability of suitable replacement parts
b) failure of services or systems owned and operated by a Network Provider or a combination of Network Providers, who, individually or collectively provide the Service arranged by Us on Your behalf.

D5.2.4 the cost of replacing consumable items (including, but not limited to; toner, paper, batteries)

D5.3 Computer Equipment, INCLUDED (If stated within Your contract)

D5.3.1 Unlimited fault call-outs requiring site visits.

D5.3.2 Unlimited remote fault analysis and/or fault fixing

D5.4 Computer Equipment, EXCLUDED

D5.4.1 All non-fault call-outs and requests for remote session work will be chargeable at Our current Charges for such work.

D5.4.2 the cost of replacing consumable items (including, but not limited to; toner, paper, batteries)

D5.4.3 faulty hardware or software.

D6. Termination by You

D6.1 You may terminate this Service at any time after the Minimum Term by giving Us 90 days notice in writing (being the Minimum Notice) expiring at the end of the Minimum Term or the Whole Term.

D6.2 Once notice of termination has been given you must continue to pay the Charges for the Service in accordance with clause 2.

Terms & Conditions for On Site Engineer

The following terms and conditions, specific to **On Site Engineer** will, combined with clauses 1 to 18, form the Agreement for **On Site Engineer**.

Definitions

OSE	Onsite Engineer
SE	Service Engineer
Service Charges	means the charges for the services described in the OSE Schedule and/or as maybe varied from time to time
Service Managers	means the respective Service Managers of both parties
Services	means the services described in your agreement and as maybe varied from time to time

E1. Services

E1.1 Supply of Services

E1.1.1 We will provide the SE to undertake and deliver the Services to You with effect from the Effective Date and for the duration of this Agreement in accordance with the provisions of this Agreement as may be varied and agreed by the parties from time to time.

E1.2 Service Levels

E1.2.1 Where any Service stated is subject to a specific Service Level, We will provide that Service with reasonable skill and care.

E1.2.2 As existing Services are varied and/or new Services are added, Service Levels for the same shall be determined by the parties and agreed in writing.

E1.3 Service Managers

E1.3.1 Each party will appoint a Service Manager to act as the designated representative of that party, with day to day responsibility for the performance of their appointer's obligations under this Agreement.

E1.3.2 The Service Managers shall act as the principal point of contact between the parties and shall meet as often as is appropriate for the fulfilment of the parties' obligations under this Agreement.

E1.3.3 The Service Managers shall be the first point of conflict/issue resolution, and in the event of any such matter remaining irreconcilable will escalate the matter to senior levels at their offices.

E2. Personnel Engaged in the Provision of the Services

E2.1 In the provision of the Services, We will provide one or more SE(s) on site, the hours and duties of such personnel to be agreed from time to time by the parties.

E2.2 SE will be an employee of Us and governed by the offer letter (terms of employment with Us). However, for all day to day activities the SE will report to Your Service Manager.

E2.3 The duties of the SE and any temporary or permanent SE will be limited to Services set out in the Agreement.

E2.4 We agree to Your participation in the selection and vetting process before any SE is placed at Your premises.

E2.5 SE can take planned leave only after discussion and agreement with Your Service Manager and Our Service Manager and/or Our service desk.

E2.6 In the event of Sick leave, SE will inform Your Service Manager and Our service desk no later than 10.00 AM and should give details of their sickness.

E2.7 Whenever it becomes necessary We will make the arrangements for a replacement SE in a reasonable and timely fashion and will inform Your Service Manager accordingly.

E2.8 If You, at any time, require the SE to undergo a specific training to support their operations, all costs pertaining to the training will be borne by You and We will have no objection to such training. Whilst the SE is participating in any such training program/course We, subject to reasonable advance notification, will organise a replacement SE, however this will incur additional charges as a rated proportion of the normal SE charges applicable to this agreement.

E2.9 We will comply (and will procure that Our employees observe and abide by;

E2.9.1 Your premises security policy;

E2.9.2 Your health and safety policy; and

E2.9.3 All other reasonable policies including privacy policies which apply to persons permitted access to Your premises, provided such policies have been notified in advance to Us in writing. In any event, We shall at all times comply with applicable statutory and regulatory health and safety requirements.

E2.10 The SE will maintain a log of all events and activities on daily basis and will submit a monthly report to You and Us.

E2.11 Work appraisals of the SE will be undertaken by You with input from Our Service Manager.

E2.12 If the SE(s) referred to in clause E3.1 are reasonably deemed by You to not be reasonably fulfilling their duties, You may request that We replace such personnel, provided that;

E2.12.1 You have first given Us written notice of any intention to exercise its right under this clause; and

E2.12.2 You have given Us a reasonable opportunity to remedy Your concerns.

E3. Your Obligations

E3.1 You will be responsible for the cost, provision and training of the SE in respect of any work or duties You require the SE to undertake and for which he/she is not appropriately or adequately qualified.

E3.2 If You require the SE to travel on business purposes (other than to and from the base location), the SE will be governed by Your travel policy. Your Service Manager shall brief the SE about Your travel policy (including travel, subsistence, insurance, claim procedures etc.) and will assist the SE in any required advance payment and/or reimbursements.

E3.3 Under the terms of this agreement You are not obliged to procure any IT equipment or other services from Us or any of Our associated companies.

E3.4 Both parties shall at their own expense execute all documents and do all acts and things reasonably required to give effect to the terms of this Agreement and shall provide access to all information and documentation which is within their possession which is reasonably required by them to enable them to fulfil their obligations, subject always to compliance with any and all applicable legislation.

E3.5 You will put in place and maintain Employer's and Public liability insurance throughout the Term of this Agreement and will on request provide evidence of same should We ask to see it.

E4. Service Charges & Payments

E4.1 In consideration of the provision of the Services by Us, You will pay to Us the Service Charges at the rate and/or in the amounts specified in Your Agreement.

E4.2 You will pay all Service Charges within 15 days of the date of Our invoice.

E4.3 Unless otherwise stated all prices exclude Value Added Tax (VAT) at the prevailing rate at the date of Invoice.

E4.4 If You fail to pay any charges under this or any other agreement between the parties;

E4.4.1 We will be entitled to charge You interest on the overdue amount at the rate of 5 per cent per annum above the then prevailing Bank of England minimum lending rate. Any such interest shall be payable from the due date up to the date of actual payment.

E4.4.2 As an alternative to charging interest in accordance with Clause E4.4.1, We may at Our discretion, and without prejudice to any other remedy, suspend performance of the

Services and/or withhold any deposit specified Your Agreement until all amounts due have been paid in full.

E5. Termination by You

E5.1 You may terminate this Service at any time after the Minimum Term by giving Us 90 days' notice in writing (being the Minimum Notice) expiring at the end of the Minimum Term and the Whole Term.

E5.2 If this Agreement is ended You must continue to pay the Charges for the Service in accordance with clause 2.

E6. Changes to the Service

E6.1 Any changes to the Service provided by this agreement must be agreed by both parties and confirmed by Us by the issue of an addendum to Your Agreement.

E6.2 Changes to the Service may be subject to additional charges.

Terms & Conditions for Web Hosting

The following terms and conditions, specific to **Web Hosting** will, combined with clauses 1 to 18, form the Agreement for **Web Hosting**.

Definitions

DDoS	means Distributed Denial of Service attack, an attempt to make an online service unavailable by overwhelming it with traffic from multiple sources.
Migration Service	means the copying of a web site from an existing location to Our Web Hosting
SSL	means secure socket layer
Web Hosting	means a Service that provides storage, suitable software and connectivity to make a web site available online.

F1. Services

F1.1 We will supply the Services to you from the Active Date until the Agreement is terminated in accordance with the Terms.

F1.2 In order to provide the Services we will require certain necessary information from you. We will contact you about this. You shall be responsible for the accuracy and completeness of the information. If you do not, provide us with this information, or you provide us with incomplete or incorrect information, we may invoice you for any additional expenses reasonably incurred by us as a result of such delays or we may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked.

F1.3 You are responsible for obtaining:

F1.3.1 suitable licences of third party software; and

F1.3.2 any third-party cooperation and consents, which are required for the full use of the Services. We will not be liable for any delay or non-performance where you have not provided such licences and consents to us after we have asked.

F1.4 We may have to suspend the Services if we have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. This does not affect your obligation to pay for any invoices we have already sent you.

F1.5 If you do not pay us for the Services by the due date for payment, as set out in clause 2.4 we may suspend the Services 7 days after the due date until you have paid us the outstanding amounts. We will contact you by email to tell you this. This does not affect our right to charge you interest.

F1.6 Implementation and Transition

F1.6.1 If you opt for a Migration Service, we will use reasonable endeavours to:

a) assist with the transfer of your website from your own development server; or

b) assist with the transition of any of your website(s) from any third-party host

F1.7 Hosting

F1.7.1 The Services we provide to you are on shared hosting, we will make available to you:

a) hosting capacity on a shared server meeting the specification set out on the site which may vary from time to time;

b) the ability to access, update or amend any websites, web applications, software, information, data, databases and other works and materials stored, transmitted, published or processed using the Services (the "Hosted Materials") by FTP or similar means.

F1.7.2 You warrant that any material that you display on the respective sites do not and will not infringe any applicable laws, regulations or display material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or

acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights ("Inappropriate Content"). We reserve the right to remove content from the website where we reasonably suspect that such content is Inappropriate Content. We will notify you if we become aware of any allegations that the content on the website may be Inappropriate Content.

F1.7.3 For the avoidance of doubt, we will have administration rights in relation to any shared server, and we may refuse any request to change the configuration of a shared server at our sole discretion.

F1.8 Domain name registration

F1.8.1 Where the Services we provide to you include domain name registration, we will attempt to register domain names that you order using the interface on our site but we do not warrant that we will be able to do so.

F1.8.2 You warrant that:

a) the information submitted for the purposes of a domain name registration is current, accurate and complete,

b) you have the legal right to apply for and use the domain name, and

c) your use of the domain name will not infringe any person's Intellectual Property Rights or other legal rights; and

d) you will keep the information required for the purposes of a domain name registration up-to-date (which changes may be subject to additional payments as set out on our site).

F1.8.3 You acknowledge and accept that certain information submitted for the purposes of a domain name registration will be published on the internet via "WHOIS" services.

F1.8.4 We may, in our sole discretion, reject any request to register a particular domain name.

F1.8.5 We do not offer any advice in relation to any actual or potential domain name dispute, and will have no liability in respect of the suspension or loss of a domain name by you as a result of any domain name arbitration procedure or court proceedings.

F1.8.6 Domain name registrations will be subject to periodic renewal fees and transfer fees as stated on our site from time to time. We have no responsibility for your use or retention of a domain name once registered, and it will be your responsibility to ensure that domain names are renewed and that applicable renewal charges are paid.

F1.8.7 You acknowledge that domain names will be subject to the rules and policies from time to time of the relevant registry or registration authority, and you agree to abide by all such rules and policies.

F1.8.8 You agree to the terms of the applicable domain name registration agreement (as amended from time to time): www.nominet.org.uk - for .uk domains and www.icann.org for .com, .net, .org, .info. biz domains.

F1.9 SSL certificates

F1.9.1 Where the Services we provide to you include SSL we will attempt to obtain an SSL certificate that you order using the interface on our site.

F1.9.2 You warrant that:

a) the information submitted for the purposes of an SSL certificate is current, accurate and complete; and

b) you will keep the information required for the purposes of an SSL certificate up-to-date (which changes may be subject to additional payments as set out on our site).

F1.9.3 You agree to the terms of the applicable SSL subscription agreement (as amended from time to time): www.geotrust.com and www.rapidssl.com.

F1.9.4 We do not allow clients to install third party SSL certificates. Please note that this is because of the staff resource required to install and renew them.

F1.10 Support

F1.10.1 We will use reasonable endeavours to respond to requests for support in accordance with the support Services specifications as set out on Our site.

F2. Intellectual Property Rights

F2.1 For the purpose of this Agreement, "Intellectual Property Rights" shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications for and renewals or extensions of such rights.

F2.2 You retain all Intellectual Property Rights in the software and materials that you provide to us and you grant Us a licence to such Intellectual Property Rights to the extent required for Us to perform Our obligations pursuant to this Agreement.

F2.3 All Intellectual Property Rights in any works arising in connection with the performance of the Services by us (the "Works") shall be Our property, and We hereby grant to You a non-exclusive licence to such Intellectual Property Rights for the sole purpose of receiving the benefit of the Services.

F2.4 You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim that the software used on Your website or the Hosted Materials infringe any Intellectual Property Rights of a third party.

F3. If there is a problem with the Services

F3.1 In the unlikely event that there is any defect with the Services:

F3.1.1 You will contact Us through the helpdesk or via email and tell Us as soon as reasonably possible (including details of Your name, the respective domain name and website);

F3.1.2 You will give Us a reasonable opportunity to repair or fix any defect; and

F3.1.3 We will use every effort to repair or fix the defect as soon as reasonably practicable

F4. Our liability

F4.1 Nothing in these Terms limit or exclude Our liability for:

F4.1.1 71.1.1 death or personal injury caused by our negligence;

F4.1.2 71.1.2 fraud or fraudulent misrepresentation; or

F4.1.3 71.1.3 any other area where it would be unlawful or invalid to seek to exclude liability.

F4.2 Subject to clause 9.1, we will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

F4.2.1 any loss of profits, sales, business, or revenue;

F4.2.2 loss or corruption of data, information or software;

F4.2.3 loss of business opportunity;

F4.2.4 loss of anticipated savings;

F4.2.5 loss of goodwill; or

F4.2.6 any indirect or consequential loss.

F4.3 Subject to Clause 9.1 and Clause 9.2, our total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be as described in Clause 9.2.

F4.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Services are suitable for your purposes.

F5. Indemnity

F5.1 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

F5.1.1 any breach by You of the warranties contained in this Agreement; and

F5.1.2 any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Our use of software and/or other materials provided by You.

F6. Other important terms

F6.1 This Agreement constitutes the entire agreement between You and Us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between You and Us, whether written or oral, relating to its subject matter.

F6.2 Calls may be recorded for training purposes. If we record this will be for legitimate business interests and processed in line with the Data Protection Legislation and Our Privacy Policy.

F6.3 Our DDoS protection is a network wide solution that covers all of Our infrastructure. It is capable of mitigating the majority of DDoS attacks, but if the attack is large enough then I.P. addresses, servers or websites may be black-holed or removed from the internet whilst the attack is in progress.

Terms & Conditions for DATA PROCESSING SERVICES

The following terms and conditions, specific to Data Processing Services will, combined with clauses 1 to 18, form the Agreement for Data Processing Services.

Whereas:

(1) Under EU Regulation 2016/679 General Data Protection Regulation ("the GDPR") (Article 28, paragraph 3), the Data Controller is required to put in place an agreement in writing between the Data Controller and any organisation which processes personal data on its behalf governing the processing of that data.
(2) We are the Data Processor and you are the Data Controller. We provide the Services specified in this Agreement.
(3) The provision of the Services by Us involves processing the Personal Data on Your behalf. More information about our processing activities can be found in our Privacy Policy as published on our website www.qubicgroup.com.

Definitions

Data Controller, Data Processor, processing, and data subject	shall have the meanings given to the terms "controller", "processor", "processing", and "data subject" respectively in Article 4 of the GDPR;
ICO	means the UK's supervisory authority, the Information Commissioner's Office;
Personal Data	means all such "personal data", as defined in Article 4 of the GDPR, as is, or is to be, processed by the Data Processor on behalf of the Data Controller, as described in Schedule 2;
Services	means those services referred to in this Agreement which are provided by Us as the Data Processor to you as the Data Controller and which You use for the purposes described in Schedule 1;
Sub-Processor	means a sub-processor appointed by Us to process the Personal Data; and
Sub-Processing Agreement	means an agreement between Us and a Sub-Processor governing the Personal Data processing carried out by the Sub-Processor, as described in Clause G9.

G1. Scope and Application of this Agreement

G1.1 The provisions of this Agreement shall apply to the processing of the Personal Data, carried out for You by Us, and to all Personal Data held by Us in relation to all such processing whether such Personal Data is held at the date of this Agreement or received afterwards.

G1.2 The provisions of this Agreement supersede any other arrangement, understanding, or agreement including, but not limited to, the Service Agreement made between the parties at any time relating to the Personal Data.

G1.3 This Agreement shall continue in full force and effect for so long as We are processing Personal Data on Your behalf, and thereafter as provided in Clause G8.

G2. Provision of the Services and Processing Personal Data

G2.1 We are only to carry out the Services, and only to process the Personal Data received from You:

G2.1.1 for the purposes of those Services and not for any other purpose;

G2.1.2 to the extent and in such a manner as is necessary for those purposes; and

G2.1.3 strictly in accordance with Your express written authorisation and instructions (which may be specific instructions or instructions of a general nature or as otherwise notified by You to Us).

G3. Data Protection Compliance

G3.1 Without prejudice to the generality of this clause, You will ensure that You have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Us for the duration and purposes of this agreement.

G3.2 All instructions given by You to Us shall be made in writing and shall at all times be in compliance with the GDPR and other applicable laws. We shall act only on such written instructions from You unless We required by law to do otherwise (as per Article 29 of the GDPR).

G3.3 We shall promptly comply with any request from You requiring Us to amend, transfer, delete, or otherwise dispose of the Personal Data.

G3.4 We shall transfer all Personal Data to You on Your request in the formats, at the times, and in compliance with Your written instructions.

G3.5 You and We shall comply at all times with the GDPR and other applicable laws and shall not perform their obligations under this Agreement or any other agreement or arrangement between themselves in such way as to cause either Party to breach any of its applicable obligations under the GDPR.

G3.6 You hereby warrant, represent, and undertake that the Personal Data shall comply with the GDPR in all respects including, but not limited to, its collection, holding, and processing.

G3.7 We agree to comply with any reasonable measures required by You to ensure that Our obligations under this Agreement are satisfactorily performed in accordance with any and all applicable legislation from time to time in force (including, but not limited to, the GDPR) and any best practice guidance issued by the ICO.

G3.8 We shall provide all reasonable assistance (at Your cost) to You in complying with Your obligations under the GDPR with respect to the security of processing, the notification of personal data breaches, the conduct of data protection impact assessments, and in dealings with the ICO.

G3.9 When processing the Personal Data on Your behalf, We shall:

G3.9.1 not process the Personal Data outside the European Economic Area (all EU member states, plus Iceland, Liechtenstein, and Norway) ("EEA") without Your prior written consent and, where You consent to such a transfer to a country that is outside of the EEA, to comply with Our obligations under the provisions applicable to transfers of Personal Data to third countries set out in Chapter 5 of the GDPR by providing an adequate level of protection to any Personal Data that is transferred;

G3.9.2 not transfer any of the Personal Data to any third party without Your written consent and, in the event of such consent, the Personal Data shall be transferred strictly subject to the terms of a suitable agreement, as set out in Clause G9;

G3.9.3 process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with Our obligations to You or as may be required by law (in which case, We shall inform You of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);

G3.9.4 implement appropriate technical and organisational measures, as described in Schedule 1, and take all steps necessary to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure. We shall inform You in advance of any changes to such measures;

G3.9.5 if so requested by You (and within the timescales required by You) supply further details of the technical and organisational systems in place to safeguard the security of the Personal Data held and to prevent unauthorised access;

G3.9.6 keep detailed records of all processing activities carried out on the Personal Data in accordance with the requirements of Article 30(2) of the GDPR;

G3.9.7 make available to You any and all such information as is reasonably required and necessary to demonstrate Our compliance with the GDPR;

G3.9.8 on reasonable prior notice, submit to audits and inspections and provide You with any information reasonably required in order to assess and verify compliance with the provisions of this Agreement and both Parties' compliance with the requirements of the GDPR. The requirement to give notice will not apply if You believe that We are in breach of any of its obligations under this Agreement or under the law; and

G3.9.9 inform You immediately if we are asked to do anything that infringes the GDPR or any other applicable data protection legislation.

G4. Data Subject Access, Complaints, and Breaches

G4.1 We shall, at Your cost, assist You in complying with your obligations under the GDPR. In particular, the following shall apply to data subject access requests, complaints, and data breaches. We shall notify You without undue delay if You receive:

G4.1.1 a subject access request from a data subject; or

G4.1.2 any other complaint or request relating to the processing of the Personal Data.

G4.1.3 We shall, at Your cost, cooperate fully with You and assist as required in relation to any subject access request, complaint, or other request, including by:

a) providing You with full details of the complaint or request;

b) providing the necessary information and assistance in order to comply with a subject access request;

c) providing You with any Personal Data We hold in relation to a data subject (within the timescales required by You); and

d) providing You with any other information requested by You.

G4.1.4 We shall notify You if We become aware of any form of Personal Data breach, including any unauthorised or unlawful processing, loss of, damage to, or destruction of any of the Personal Data.

G4.1.5 In the event of any Personal Data breach which requires notification under Applicable Privacy and Data Protection Law to the ICO or a Data Subject (howsoever caused), We shall ensure that any notice they give You under this clause shall (where such information is known at the time and is available):

a) describe the nature of the Personal Data breach including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

b) communicate the name and contact details of Our Data Protection officer or other point of contact where further information can be obtained;

c) describe the likely consequences of the Personal Data breach; and

d) describe the measures taken or proposed to be taken by Us to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.

G5. Appointment of a Data Protection Officer

G5.1 If You have appointed a Data Protection Officer in accordance with Article 37 of the GDPR, the name and contact details should be provided to Us.

G5.2 We have appointed a Data Protection Officer in accordance with Article 37 of the GDPR, whose details are available on request.

G6. Liability & Indemnity

G6.1 You shall be liable for, and shall indemnify Us (and keep Us indemnified) in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments

on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, Us and any Sub-Processor arising directly or in connection with:

G6.1.1 any non-compliance by You with the GDPR or other applicable legislation;

G6.1.2 any Personal Data processing carried out by Us or Sub-Processor in accordance with Your instructions that infringe the GDPR or other applicable legislation; or

G6.1.3 any breach by You of your obligations under this Agreement, except to the extent that We or Sub-Processor are liable under sub-Clause G6.2.

G6.2 We shall be liable for, and shall indemnify You (and keep You indemnified) in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, You arising directly or in connection with Our Personal Data processing activities that are subject to this Agreement:

G6.2.1 only to the extent that the same results from Our or a Sub-Processor's breach of this Agreement and are subject to the limitation set out in Clause 9; and

G6.2.2 not to the extent that the same is or are contributed to by any breach of this Agreement by You. You shall not be entitled to claim back from Us or Sub-Processor any sums You paid in compensation in respect of any damage to the extent that You are liable to indemnify Us or Sub-Processor under sub-Clause G6.1.

G6.2.3 Nothing in this Agreement (and in particular, this Clause G6) shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject, or for any other breach of that Party's direct obligations under the GDPR. Furthermore, We hereby acknowledge that it shall remain subject to the authority of the ICO and shall co-operate fully therewith, as required, and that failure to comply with Our obligations as a Data Processor under the GDPR may render it subject to the fines, penalties, and compensation requirements set out in the GDPR.

G7. Intellectual Property Rights

All copyright, database rights, and other intellectual property rights subsisting in the Personal Data (including but not limited to any updates, amendments, or adaptations to the Personal Data made by either You or Us) shall belong to You or to any other applicable third party from whom You have obtained the Personal Data under licence (including, but not limited to, data subjects, where applicable). We are licensed to use such Personal Data under such rights only for the term of the Agreement, for the purposes of the Services, and in accordance with this Agreement.

G8. Confidentiality

G8.1 We shall maintain the Personal Data in confidence, and in particular, unless You have given Us written consent to do so, We shall not disclose any Personal Data supplied to Us by You, for You, or on Your behalf to any third party. We shall not process or make any use of any Personal Data supplied to it Us by You otherwise than in connection with the provision of the Services to You.

G8.2 We shall ensure that all personnel who are to access and/or process any of the Personal Data are contractually obliged to keep the Personal Data confidential.

G8.3 The obligations set out in this Clause G9 shall continue for a period of two years after the cessation of the provision of Our Services to You.

G8.4 Nothing in this Agreement shall prevent either Party from complying with any requirement to disclose Personal Data where such disclosure is required by law. In such cases, the Party required to disclose shall notify the other Party of the disclosure requirements prior to disclosure, unless such notification is prohibited by law.

G9. Appointment of Sub-Processors

G9.1 We shall not sub-contract any of Our obligations or rights under this Agreement without Your prior written consent (such consent not to be unreasonably withheld).

G9.2 In the event that We appoint a Sub-Processor (with Your written consent), We shall:

G9.2.1 enter into a Sub-Processing Agreement with the Sub-Processor which shall impose upon the Sub-Processor the same obligations as are imposed upon Us by this Agreement and which shall permit both Us and You to enforce those obligations; and

G9.2.2 ensure that the Sub-Processor complies fully with its obligations under the Sub-Processing Agreement and the GDPR.

G10. Deletion and/or Disposal of Personal Data

G10.1 We shall, at Your written request, delete (or otherwise dispose of) the Personal Data or return it to You in the format(s) reasonably requested by You within a reasonable time after the earlier of the following:

G10.1.1 the end of the provision of the Services under the Service Agreement; or

G10.1.2 the processing of that Personal Data by Us is no longer required for the performance of Our obligations under this Agreement.

G10.2 Following the deletion, disposal, or return of the Personal Data under sub-Clause G10.1, We shall delete (or otherwise dispose of) all further copies of the Personal Data that We hold. We shall certify to You that the Personal Data (including all copies of the Personal Data that We hold) has been returned or destroyed in accordance with this Agreement.

G10.3 If retention of such copies is required by law, We shall inform You of such requirement(s) in writing.

G10.4 Any Personal Data that is not returned or destroyed pursuant to this Agreement shall continue to be subject to the confidentiality and non-disclosure provisions of this Agreement notwithstanding any expiration or termination of this Agreement

G10.5 All Personal Data to be deleted or disposed of under this Agreement shall be deleted or disposed of using the following method(s): Where Paper copies are held this data will be disposed of securely by a certified paper shredding company. Electronic data will be deleted from the system and emptied from any recycle bin. (unless otherwise required to be held due to legal or required obligation.) backup data may be held or archived if required for a retention period where this is encrypted with MD5 hash algorithms and requires a password to access. Once retention periods are over the data will be removed from the system.

G11. Review

The Parties shall review the effectiveness of the Processing of Personal Data under this Agreement every 12 months.

Schedule 1

Technical and Organisational Data Protection Measures

The following are the technical and organisational data protection measures referred to in Clause G3:

1. We shall ensure that, in respect of all Personal Data We receive from or process on Your behalf, We maintain security measures to a standard appropriate to:
   1.1. the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data; and
   1.2. the nature of the Personal Data.
2. In particular, We shall:
   2.1. have in place, and comply with, a security policy which:
      2.1.1. defines security needs based on a risk assessment;
      2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Data Processor's Data Protection Officer) or personnel;
      2.1.3. is provided to You on or before the commencement of this Agreement;
      2.1.4. is disseminated to all relevant staff; and
      2.1.5. provides a mechanism for feedback and review.
   2.2. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice;
   2.3. prevent unauthorised access to the Personal Data;
   2.4. protect the Personal Data using pseudonymisation, where it is practical to do so;
   2.5. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled;
   2.6. have secure methods in place for the transfer of Personal Data whether in physical form, by using MD5, SHA256 password protected encryption; Personal data will be where applicable sent via recorded courier or when in electronic form via encrypted password protected zip file.
   2.7. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure company policy is a minimum or 8 characters, uppercase lower case, numbers and special characters, and that passwords are not shared under any circumstances;
   2.8. Where personal data is required to be on laptop or mobile devices they are encrypted. Company policy states no personal data is to be stored on local employee's laptops or mobile devices. Company email is allowed on company mobile phones and policies are pushed down to ensure minimum password levels and lockout policies are active. All laptops are domain joined with GPO policies set to ensure security is adhered to.
   2.9. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data;
   2.10. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:
      2.10.1. the ability to identify which individuals have worked with specific Personal Data;
      2.10.2. having a proper procedure in place for investigating and remedying breaches of the GDPR; and
      2.10.3. notifying You as soon as any such security breach occurs.
   2.11. have a secure procedure for backing up all electronic Personal Data and storing back-ups separately from originals;
   2.12. have a secure method of disposal of unwanted Personal Data including for back-ups, disks, print-outs, and redundant equipment; and

2.13. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013, as appropriate to the Services provided to You.

Terms & Conditions for Finance Arrangements

The following terms and conditions, specific to **Finance Arrangements** will, combined with clauses 1 to 18 and those in any other active sections, form the Agreement for **Finance Arrangements**.

If You require financing for any or all of the Equipment, Software, Maintenance and Network Services then we may require you to enter into a funding addendum in the form set out below.

Qubic Group plc is regulated by the Financial Conduct Authority (FCA) under reference FRN679333

This Addendum is made on dd/mmm/ yyyy , between

1. Qubic Group plc (No. 04010368) whose registered office is at First Floor, Woodgate Studios, 2-8 Games Road, Cockfosters, Barnet, Hertfordshire EN4 9HN (Supplier); and
2. [Customer Name] (No. 99999999) whose registered office is at [ ] (Customer)

Whereas

A. The Parties have entered into the attached Agreement for Equipment, Software, Maintenance and Network Services (agreement number as shown at the top of this page) which incorporates the Terms of Business (Agreement) and relates to, inter alia, the supply or hiring of the equipment and software set out in table headed "Equipment & Software" in the Schedule (Goods) and the provision of the Supplier Services.
B. The Supplier intends to offer to assign certain of its rights under the Agreement and this Addendum to the funder to enable the acquisition of the Goods and the provision of the Installation Services and as a precondition of such assignment the funder requires that the Parties enter into this Addendum.
C. This Addendum is supplemental to the Agreement.

In consideration of the Supplier acquiring and providing the Goods to the Customer and the payment of £1 by the Supplier to the Customer (receipt of which is hereby acknowledged), the Parties hereby agree as follows:

Definitions and interpretation

In this Addendum, the following terms shall have the following meanings:

Business Day	means any day (not being a Saturday or a Sunday) on which banks in London are generally open for business
Contract	means the Agreement as varied and supplemented by this Addendum
Funded Element	means each payment due from the Customer under the Contract that relates to the provision of the Goods and being the amount which is set out in the table headed "Equipment & Software (Rental)" in the Pricing Sheet
Group	means in a relation to a company, that company, each Subsidiary of that company, the Holding Company of that company and each Subsidiary of such Holding Company
Holding Company	means, in relation to a company, any other company or corporation in respect of which it is a Subsidiary
Installation Fee	means the sum payable by the Customer in respect of the performance of the Installation Services
Installation Services	means the Supplier Services that comprise the installation of the Goods by the Supplier
Parties	means the parties to this Addendum (and Party shall be construed accordingly)

Payment Date means each of:
a. the date upon which the Goods are delivered to the Customer and
b. either:
   i. where the table headed "Equipment & Software (Rental)" in the Pricing Sheet indicates that the frequency of payments is monthly, the same date (as the date of delivery) in each subsequent calendar month (or part thereof) throughout the Finance Term or
   ii. where the table headed "Equipment & Software (Rental)" in the Pricing Sheet indicates that the frequency of payments is quarterly, the same date (as the date of delivery) every third calendar month thereafter throughout the Finance Term

provided that if any Payment Date falls on a date that is not a Business Day then payment shall be due on the Business Day immediately preceding such date and if any Payment Date cannot be ascertained because there are insufficient days in a particular calendar month then payment shall be due on the last Business Day of such calendar month

Pricing Sheet means the document attached to this Addendum headed "Price and Payment Details" or, where such a document has not been attached, any document setting out details of the funded Element and/or the term of hiring of the Goods that may be approved in writing by the funder and the Customer from time to time

Residual Value means the amount (if any) that the Supplier assumed that the Goods would be worth at the expiry of the Finance Term when calculating the Funded Element

Security means a mortgage, charge, pledge, lien, assignment, guarantee, step-in or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Schedule means the document attached to this Addendum headed "Schedule" or, where such a document has not been attached, any document bearing the agreement number shown at the top of this page setting out details of the Goods that may be approved in writing by the funder and the Customer from time to time

Supplier Services means any and all services that the Supplier has agreed (or may from time to time agree) to provide to or arrange for the Customer pursuant to the terms of the Contract (including, but not limited to, the Installation Services)

Subsidiary means, in relation to any company, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 and any company which would be a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time

Finance Term means the period commencing on the date of delivery of the Goods to the Customer and continuing for the term set out in the table headed "Equipment & Software (Rental)" in the Pricing Sheet

Terms of Business means the Supplier's terms of business as published on Qubic's website (www.qubicgroup.com/terms) as at the date of the Agreement

Total Loss means where, in the opinion of the Supplier or the insurer, there is a total loss, constructive total loss or arranged total loss of the Goods

a. Unless otherwise defined in this Addendum, words defined in the Terms of Business shall have the same meaning when used in this Addendum.
b. Except in clauses X3.8 and X2.1, in the definitions of "Installation Services" and "Supplier Services" and where otherwise indicated herein, references in this Addendum to the Supplier shall include the Supplier's assignees and successors in title.

X1. Commencement & Title

The Supplier agrees to hire and the Customer agrees to take on hire the Goods. The hiring shall start on the date the Goods were delivered to the Customer and, subject to earlier termination in accordance with the terms of the Contract, shall continue for the Finance Term.

X2. Delivery & Acceptance

X2.1 The Customer shall inspect the Goods upon delivery. Where the Goods and the Installation Services are satisfactory to the Customer, the Customer shall provide the Supplier with a signed certificate of acceptance (in a form and substance satisfactory to the funder) in respect of the Goods and the Installation Services. In the event that the Goods are satisfactory but the Installation Services have not been performed to a satisfactory standard or at all, then the Customer shall provide the Supplier with a signed certificate of acceptance (in a form and substance satisfactory to the funder) in respect of the Goods only.

X2.2 If the Customer fails to notify the Supplier in writing of any defect in the Goods and does not provide the Supplier with a certificate of acceptance referring to the Goods in accordance with clause 3(a) within 7 days of the delivery of the Goods, then the Customer shall be deemed warrant that:

X2.2.1 the Goods have been delivered to the Customer in accordance with the terms of the Contract;

X2.2.2 it has inspected the Goods and they comply with their description in the Contract, are complete, in good working order and satisfactory and fit for the Customer's purpose in all respects; and

X2.2.3 the cancellation period under clause 4.1 of the Terms of Business has expired.

X2.3 If the Customer fails to notify the Supplier in writing of any issues with the performance of the Installation Services and does not provide the Supplier with a certificate of acceptance referring to the Installation Services in accordance with clause X2.1 within 7 days of the performance of the Installation Services, then the Customer shall be deemed warrant that:

X2.3.1 the Installation Services have been fully performed and are satisfactory in every way;

X2.3.2 the Installation Fee is due and payable by the Customer to the Supplier and the Customer shall pay such amount to the funder on demand without any deduction, counterclaim, set-off or withholding; and

X2.3.3 the cancellation period under clause 4.1 of the Terms of Business has expired.

X3. Finance Charges

X3.1 The Finance Charges due from the Customer to the Supplier under the Contract include an element in respect of the provision of the Goods which shall be payable by the Customer by way of periodic payments of the Funded Element. The Funded Element shall be payable by the Customer to the Supplier in [advance] on each Payment Date throughout the Finance Term.

X3.2 The Installation Fee shall be due and payable by the Customer to the Supplier on demand following completion of the Installation Services.

X3.3 The Customer shall pay the Funded Element, Installation Fee and all other sums due under this Addendum (including, but not limited to, any amounts due under clauses X6 and X8) on their due dates without (subject to clause X3.6 any deduction, counterclaim, set-off or withholding.

X3.4 Without prejudice to the generality of clause X3.2, there shall not be any rebate or deferral of any payment due from or payable by the Customer under this Addendum during any period in which the Goods are not working, are not in the Customer's possession, are unserviceable or are unavailable for use for any reason.

X3.5 Without prejudice to the generality of clause X3.2 and subject to clause X6.1.2, the Customer's obligations to pay sums due or payable under this Addendum shall not be affected in any way by the loss, damage, theft, Total Loss of or any defect in the Goods, the non-performance or any sub-standard performance of any or all of the Supplier Services or any termination or suspension of the provision of the Supplier Services by the Supplier for any reason.

X3.6 If the Customer is required by law to make any deduction or withholding in respect of any payment due under this Addendum, the Customer shall increase the payment by an amount which, after making the required deduction or withholding, leaves the Supplier in the position it would have been in had the deduction or withholding not been required.

X3.7 All payments of the Funded Element and all other sums payable under this Addendum shall be paid by the Customer to the Supplier (to such account as the Supplier shall notify the Customer in writing from time to time) on their due dates irrespective of whether an invoice has been issued in respect of such amounts and notwithstanding any dispute in respect of such payment.

X3.8 The Customer acknowledges that the Supplier Services are not provided by the funder and accordingly the Funded Element and all other sums payable under this Addendum shall be payable whether or not the Supplier Services are provided to the required standard or at all. In the event that the Supplier fails to provide the Supplier Services to the required standard or at all, then the Customer's recourse shall be against the Supplier rather than the funder and the Customer shall not be entitled to treat the non-performance as a repudiation of the Contract or to terminate the Contract or the hiring of the Goods thereunder.

X4. Exclusion of Liability

X4.1 The Supplier may have advised the Customer regarding the Customer's [communications and technology requirements] and may have recommended certain items of equipment and software to the Customer (Consultancy Services). The Customer acknowledges that any Consultancy Services are provided by the Supplier and not the funder and therefore the funder is in no way responsible for the Consultancy Services. In the event that the Customer is not satisfied with any aspect of the Consultancy Services or the Goods, then its recourse shall be against the Supplier or the supplier of the Goods and not the funder and the Customer's obligation to pay the Funded Element and other sums due under this Addendum shall not be affected in any way whatsoever.

X4.2 The Supplier agrees upon request and at the expense of the Customer to assign to the Customer during the Finance Term the benefit of all express warranties granted in favour of the Supplier by the supplier of the Goods, the manufacturer of them or any third party to the extent that the Supplier is entitled to do so.

X4.3 The Goods are not hired or supplied to the Customer with any representation, warranty, condition or undertaking (whether express or implied) concerning the condition, performance, quality, description, hiring, possession, state, transportation, suitability, use or fitness for purpose of the Goods or subject to any term, representation, warranty, condition or undertaking expressed to be implied by statute, common law or otherwise, and all such terms, representations, warranties, conditions and undertakings are excluded to the full extent permitted by law.

X4.4 The Supplier gives no warranties that the Goods do not or that the Customer's use of the Goods will not infringe any patents, trademarks, registered designs, copyrights or intellectual property rights owned or possessed by any third party and the Supplier shall not be liable to the Customer for any loss suffered by the Hirer in any way as a result of any infringement.

X4.5 The Customer represents and warrants that it has obtained from the supplier of the Goods all representations, warranties and guarantees it requires in relation to the Goods (save as to title) including but not limited to their quality, fitness for purpose and description.

X4.6 Nothing in the Contract shall exclude or limit the liability of the Supplier in relation to fraudulent misrepresentation or any death or personal injury arising from the negligence of the Supplier or its employees.

X4.7 Clause 9.2 of the Terms of Business shall not prejudice the provisions of this clause 5.

X5. Insurance

X5.1 Risk in the Goods shall be borne by the Customer from the date on which the Goods are delivered to the Customer until the Goods are returned to or recovered by the Supplier.

X5.2 The Customer shall ensure that the Goods are insured (in the joint name of the Customer and the funder and, except in relation to third party claims, with the funder named as sole loss payee) without restriction or excess against:

X5.2.1 all risks of loss or damage for their full replacement value; and

X5.2.2 third party liability for such amount as the funder may require from time to time or, in the absence of any stipulation, for the amount which is prudent in all the circumstances.

X5.3 The Customer shall pay punctually all premiums due for the insurances required under clause X5.2 and, at the request of the Supplier, produce to the Supplier the related policy or policies together with evidence of payment of the premiums. If the Customer fails to do so or if the insurance is inadequate, the Supplier may (but is under no obligation to) pay the relevant premium or effect the insurance required and the Customer shall reimburse the Supplier on demand the cost of doing so.

X6. Total Loss and Damage to the Goods

X6.1 The Customer shall inform the Supplier in writing immediately upon the confiscation of or any loss of or damage to the Goods. If the Goods are subject to a Total Loss at the option of the Supplier:

X6.1.1 within [28] days of the occurrence giving rise to the Total Loss, the Customer shall replace the Goods at its own expense with goods of the same specification, age and condition. Any replacement goods shall become the property of the Supplier and shall be deemed to be Goods for the purposes of the Contract. The Customer shall do anything necessary to ensure that any replacement goods become the property of the Supplier; or

X6.1.2 on the expiry of [28] days after the occurrence giving rise to the Total Loss, the Customer shall pay to the Supplier an amount equal to the sum calculated under clause X8 as if the Supplier had been entitled to terminate and had terminated the hiring of the Goods under clause 8(a) on the date of the occurrence giving rise to the Total Loss save that in the calculation of the sum due under clause 9, the Customer shall be given credit for the amount of the insurance money (if any) received by the funder under the policy or policies maintained pursuant to clause X5.2 and following such payment the hiring of the Goods pursuant to the Contract shall terminate and the Customer shall thereafter be released from its obligation to make further payments of Funded Element in respect of the Goods.

X6.2 The amount payable pursuant to clause X6.1.2 shall be paid together with interest on it calculated in accordance with clause X12.3 from the date of the occurrence giving rise to the Total Loss until the date of payment.

X6.3 If loss or damage occurs that does not amount to a Total Loss, the Customer shall promptly make good the loss or damage. The Customer shall apply any insurance monies paid in respect of the loss or damage in making good the loss or damage and, at the request of the Supplier, or the funder, and at the Customer's expense, assign to the funder all the Customer's rights, benefits and claims under any relevant insurance policy.

X7. Default or Breach

X7.1 Without prejudice to the Supplier's right to arrears of Finance Charges or other sums due or for damages for breach of the Contract, the Supplier may, after giving any notice required by law, terminate the hiring of the Goods under the Contract if:

X7.1.1 the Customer fails to pay any payment of the Funded Element or other sum due under this Addendum by its due date;

X7.1.2 the Customer fails to comply with or breaches any other provision of the Contract and, where such breach is capable of remedy, fails to remedy the same within 7 days of a notice from the Supplier requiring its remedy;

X7.1.3 the Customer fails to pay any sum due under or breaches the terms of any other agreement in force between it and the Supplier or any member of the Supplier's Group or any loan, lease, debt or security agreement in force between the Customer and any other party;

X7.1.4 the Customer does or allows to be done any act or thing that may prejudice or endanger the Supplier's property or rights in the Goods;

X7.1.5 the Customer is unable to pay its debts as they fall due;

X7.1.6 the Customer is liquidated or wound up or has a petition for winding up presented against it or passes a resolution for voluntary winding up (otherwise than in the course of a reconstruction approved by the Supplier);

X7.1.7 any steps are taken to appoint an administrator or administrative receiver over the Customer or to appoint a receiver over any of the Customer's assets;

X7.1.8 the Customer convenes any meeting of all or any of its creditors or makes a deed of assignment or arrangement or otherwise compounds with all or any of its creditors;

X7.1.9 any step is taken to levy distress or execution or any distress or execution is levied or threatened to be levied upon the goods of or in possession of the Customer (or in Scotland any form of diligence is done or threatened by a third party affecting the Goods);

X7.1.10 the Customer abandons the Goods;

X7.1.11 there is, in the opinion of the Supplier, a material adverse change in the financial position or business of the Customer;

X7.1.12 there is any change in the control, ownership or shareholding of the Customer or any Holding Company of the Customer from that existing at the date of the Agreement;

X7.1.13 the Customer, being a partnership, is dissolved or proceedings for its dissolution are commenced;

X7.1.14 the Customer is likely to be dissolved, de-constituted, reconstituted or abolished or is likely to cease or ceases to exercise its powers or an extraordinary audit or report is proposed, prepared or carried out by the Audit Commission or the Controller of Audit; or

X7.1.15 the liabilities of the Customer are transferred to another body.

X7.2 Where either Party terminates the Contract and/or the hiring of the Goods thereunder in accordance with the terms of the Contract, the Supplier's consent to the Customer's possession of the Goods shall determine immediately and the Supplier may take possession of the Goods.

X7.3 The hiring of the Goods under the Contract and the Customer's obligation to pay each Funded Element and any other sum payable under this Addendum shall not be affected in any way in the event that the provision of any or all of the Supplier Services under the Contract is terminated or suspended for any reason.

X8. Consequences of Termination

Immediately upon cancellation or termination of the Contract and/or the hiring of the Goods thereunder for any reason (including, but not limited to, cancellation or termination by the Customer):

X8.1 the Customer shall immediately cease using the Goods and shall remove any software and data from any equipment comprised within the Goods and the Supplier shall be authorised to switch off any software previously supplied to the Customer under the Contract or otherwise render such software inoperable by such legitimate means as are available to the Supplier and the Supplier may cease to provide any services to the Customer in respect thereof;

X8.2 save where the hiring has been terminated under clause X6.1.2 due to the occurrence of a Total Loss, the Customer shall return the Goods at the Customer's expense and to such location in the UK as the Supplier shall specify in writing to the Customer;

X8.3 the Customer shall pay to the funder the aggregate of:

X8.3.1 all arrears of Funded Element and other sums due under this Addendum;

X8.3.2 a sum equal to all the payments of Funded Element that would have been payable during the remainder of the Finance Term (in the absence of any early termination) less a discount on each such payment at the rate of 2% a year from the date of termination to the date the payment would (but for the termination) have been due;

X8.3.3 all costs, expenses and losses incurred by the Supplier and/or the funder in liquidating, or redeploying the proceeds of any funding or other financial arrangement it has entered into for the purposes of funding the its investment in the Goods;

X8.3.4 damages for any breach of the Contract and all expenses and costs incurred by the Supplier in retaking possession of and selling or attempting to sell the Goods and enforcing its rights

under the Contract and in restoring the Goods to the condition required by the Contract; and

X8.3.5 where the Goods are not returned to or recovered by the Supplier for any reason, the Residual Value of the Goods (if any) as certified by the Supplier (and in the absence of manifest error, the Supplier's certificate as to the Residual Value shall be binding on the Customer).

X9. Indemnities

To the fullest extent permitted by law, the Customer shall indemnify the Supplier and keep the Supplier indemnified on demand against all losses, charges, damages, legal expenses (on a full indemnity basis), proceedings, judgements and liabilities directly or indirectly incurred by the Supplier:

X9.1 by reason of any failure or alleged failure by the Customer to comply with any of its obligations under the Contract;

X9.2 by reason of any loss, injury or damage suffered by any person in connection with the design, manufacture, testing, delivery, possession, hiring, transportation, maintenance, ownership, condition, insurance, use, operation, removal, return, sale or disposal of the Goods or any defect of the Goods;

X9.3 in respect of all loss or damage to the Goods (insofar as the Supplier shall not be reimbursed for the same out of any proceeds of insurance in respect of the Goods) occurring at any time before the Goods are redelivered to or recovered by the Supplier regardless of the cause of the loss or damage; and

X9.4 in respect of the affixation or removal of the Goods to or from the land or buildings at which they are located.

This clause X9 shall continue in full force and effect for a period of 5 years following termination of the Contract and/or the hiring of the Goods thereunder.

X10. Expiry of the Finance Term

On the expiry of the Finance Term:

X10.1 the Supplier may (but shall not be obliged to) permit the Customer to continue to hire the Goods for such rent and for such additional period as may be agreed between the Parties;

X10.2 the Supplier may notify the Customer in writing that the Supplier requires the Customer to return the Goods and immediately following receipt of such request the Customer shall return the Goods at the Customer's expense and to such location in the UK as the Supplier shall specify.

X11. Covenants

X11.1 The Customer shall not sell, offer for sale, assign, mortgage, pledge, charge, underlet, lend or otherwise deal with the Goods or any interest in them or the Contract nor allow the creation or subsistence of any Security over them in favour of a third party and shall protect the Goods against repossession, distress, execution or seizure (or in Scotland, any form of diligence).

X11.2 Where the Goods include software, the Customer shall ensure that throughout the Finance Term it holds all software licences necessary for the use and operation of such software, complies with the terms of such software licences and hereby indemnifies the Supplier against any claim made against it for breach of such software licences. The Supplier does not licence the software that forms part of the Goods and is not liable for any failure of any such software.

X11.3 The Customer shall ensure the Goods are used in a skilful and proper manner and in accordance with all applicable laws and regulations.

X11.4 The Supplier may disclose to the funder such confidential information relating to the Goods, Supplier Services and/or the Contract as the funder requires for the purpose of considering the proposed assignment of the Contract and thereafter for administering the Contract.

X11.5 where required by the Supplier, the Customer shall obtain a waiver in a form approved by the Supplier from any landlord or mortgagee of the premises where the Goods are from time to time or

any holder of Security from the Customer acknowledging the funder's interest in the Goods and agreeing to allow the Supplier and/or the funder and their agents access to the Goods for the purpose of inspection and to sever or remove the Goods from the premises and not to repossess, seize or exercise any form of distress or execution (or in Scotland, any form of diligence) against the Goods (whether or not any part of the Goods shall be affixed to the premises or relevant land).

X12. Miscellaneous

X12.1 The Supplier shall be entitled to assign or transfer all or any of its rights under this Addendum and/or the Contract to any party (including, but not limited to, the funder) without the consent of the Customer. The Customer shall not assign, transfer, hold on trust or otherwise dispose of any of its rights and/or obligations under this Addendum or the Contract.

X12.2 If there is any conflict between the terms of this Addendum and the terms of the Agreement or any other document or agreement between the Parties, then the terms of this Addendum shall prevail. Save as varied by this Addendum, the terms of the Agreement shall continue in full force and effect.

X12.3 The Customer shall pay interest on all overdue sums under this Addendum calculated on a daily basis from the due date until payment (both before and after judgment) at the rate of 5% per year over the base rate of the Bank of England from time to time.

X12.4 No party that is not a Party or the funder shall have any rights under this Addendum or the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

X12.5 Where the Customer comprises more than one person, each person shall be jointly and severally liable under the Contract.

X12.6 The Agreement and this Addendum constitute the entire agreement between the Parties in relation to the Goods and the Installation Services.

X12.7 The Parties shall not amend the terms of the Contract (including, but not limited to, the Terms of Business) or (without prejudice to clause X12.6) any other agreement relating to the Goods or the Installation Services or change the Funded Element without the funder's prior written consent.

X12.8 This Addendum and the Contract (and any non-contractual obligations arising out of or in connection with them) shall be governed by and construed with the laws of England and the Parties submit to the exclusive jurisdiction of the courts of England to settle any disputes (including any non-contractual disputes) arising out of or in connection with them.

Signature & Declaration - Finance Arrangements

		Agreement/Contract Number	
Customer			
Address			
		Post Code	

DECLARATION

a. I have read clauses X1 to X12.

b. I am authorised by the company to sign this 'Agreement to Finance' on their behalf and to bind the company to Qubic Group's terms and conditions.

Signature	*Print Name*

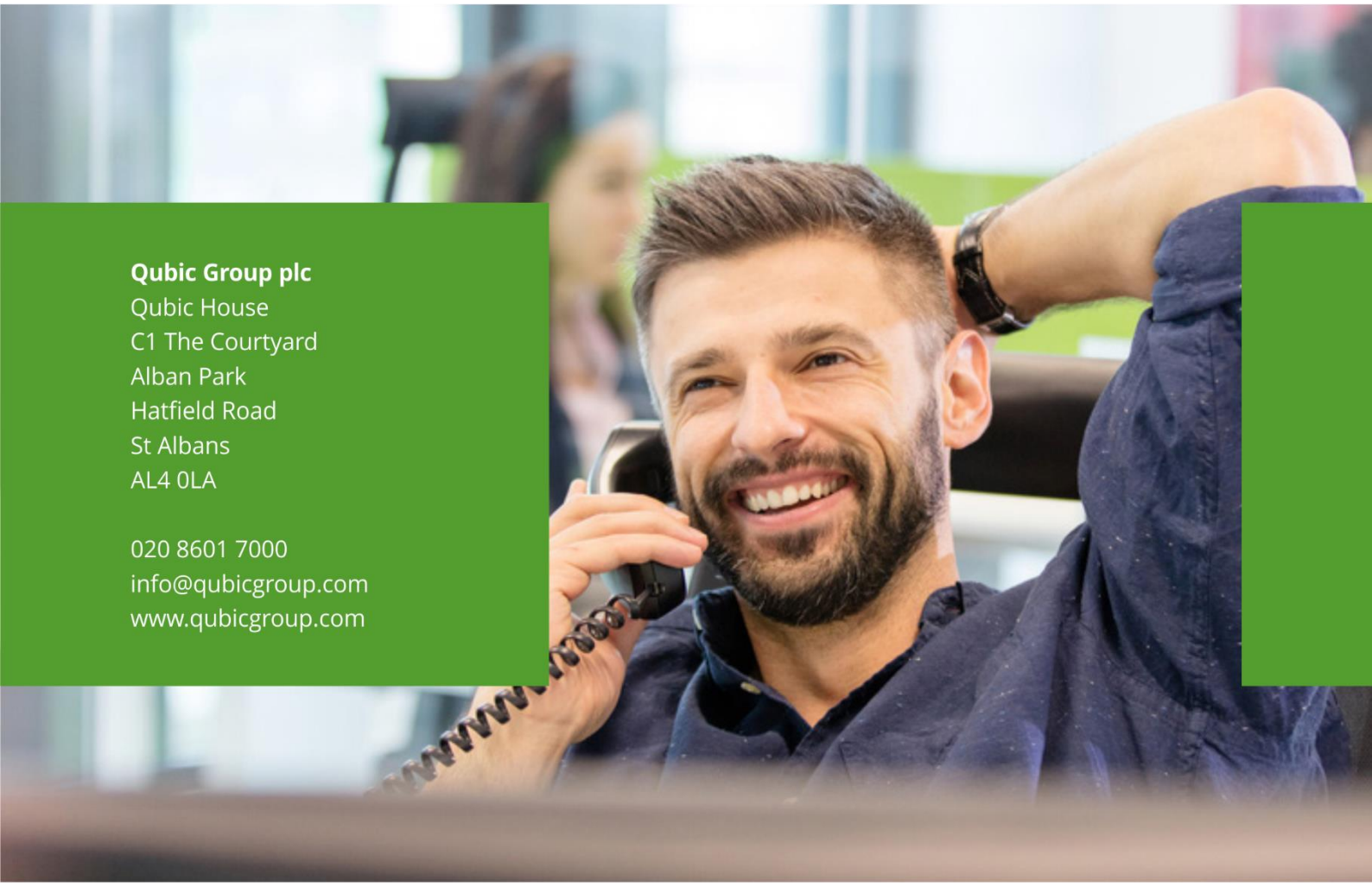
Date Issued to Customer	

FOR AND ON BEHALF OF QUBIC GROUP PLC

Director	*Print Name*

QUBICGROUP.COM

Qubic Group plc is an expert technology company that provides enterprise grade hosted voice and data services in addition to traditional localised services. It takes building blocks from industry leaders and combines them to add value through people, technology and process.



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