

RADIUS CONNECT

TERMS AND CONDITIONS FOR FIXED LINE AND HOSTED SERVICES

1. Definitions and Interpretation

1.1 In these Terms and the Order Form:

Affiliates means with respect to any Party, any other entity controlling, controlled by or under common control with such Party. The terms "control", "controlling" and "controlled", as used in this definition shall mean the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the issued share capital or more than 50% of the voting rights, or the power, directly or indirectly, to appoint a member of the board of directors or similar governing body of such entity;

Agreement means each agreement between the Customer and the Supplier for the provision of Equipment and/or Services, comprising these Terms and an applicable Order Form;

Artificial Inflation of Traffic shall have the meaning given to it in the BT standard interconnect agreement as amended from time to time and for the avoidance of doubt includes any situation where calls (other than calls to geographic number ranges commencing with the digits 01 or 02): (a) are made, generated, stimulated, and/or prolonged for the direct or indirect benefit of any entity (including a natural person) operating, hosting or otherwise connected with a telecommunication service as a result of any activity by or on behalf of such entity; and (b) result in a calling pattern which is disproportionate to the overall amount, duration and/or extent of calls which would be expected from a good faith usage or an acceptable and reasonable commercial practice relating to the operation of telecommunications systems;

Business Day means any day which is not a Saturday, a Sunday or a public holiday in England;

Casualty Value means the full capital value of the Equipment, determined by the Supplier in its sole discretion.

Cease Charge is a charge payable on the cessation of a connection, the cost of which is set out in clause 8.15;

Charges means the charges for the Equipment and/or Services as set out in the applicable Order Form, exclusive of VAT unless otherwise stated;

CLI means the calling line identity;

Commencement Date means in relation to an Agreement the earlier of (i) the date of signature of the Order Form by the Customer (which, for the avoidance of doubt, shall include electronic or digital signature) and (ii) the date the Supplier starts to provide the Equipment and/or Services to the Customer;

Confidential Information means information of commercial, proprietary or other value disclosed by one Party to the other Party which is identified as confidential or might reasonably be considered to be confidential and that has not come into the public domain or been independently developed or lawfully received from a third party without restriction;

Customer means the entity or person identified as such in the Order Form;

Equipment means any tangible equipment to be supplied by or on behalf of the Supplier to the Customer as set out in an Order Form;

Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the Supplier (including but not limited to power failures, network failures, failures of third party networks, industrial disputes, changes to the law, disasters,

explosions, fires, floods, riots, terrorist attacks, pandemics and wars);

GDPR has the meaning given to it in clause 12;

Intellectual Property means any patent, registered or unregistered design right, trade mark or other proprietary rights, any copyrights and database rights, all other similar or equivalent intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future and all reversions, renewals, revivals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing;

Legislation means any applicable legislation, rules, regulations, directives, orders and guidelines including without limitation any directives or other requirements issued by Ofcom from time to time;

Maintenance Services means the maintenance and support services for the System at the support level set out in the Order Form, the terms of which are set out in clause 4 of these Terms and the scope of which are set out in the Schedule;

Microenterprise or Small Enterprise Customer means a Customer for which not more than 10 individuals work (whether as employees or volunteers or otherwise);

Minimum Term means the time period identified as such in each Order Form(s), or if there is no such time period identified in an Order Form(s), the period of 36 months;

Monthly Recurring Charges means the monthly recurring charges as detailed in each Order Form(s);

Network means the telecommunications network supporting or used to provide the Services;

Network Software means a machine executable computer program, software module or software package or any part thereof (in object code only), supplied by any of the Supplier's operators in respect of the Equipment and/or Services (as the case may be) pursuant to the Network Software Licence;

Network Software Licence means the terms and conditions that prescribe how the Customer shall use the Network Software, the rights of the Network Software owner or licensor, and the rights of the Network Software user, in relation to such Network Software, which may be provided as a 'click-through' or 'shrink-wrap' licence;

Network Supplier means the fixed line network operator from whom the Supplier has procured the fixed line network access and/or Equipment;

Not-For-Profit Customer means a Customer which is a body for which no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) and which, by virtue of its constitution or any enactment (i) is required (after payment of outgoings) to apply the whole of its income, and any capital which it expends, for charitable or public purposes; and (ii) is prohibited from directly or indirectly distributing among its members any part of its assets (otherwise than for charitable or public purposes);

Order Form means the form that specifies the information required for the Customer to order the Equipment and/or Services;

Party means the Customer or the Supplier as the case may be;

Services means any of the telecommunication services and/or Maintenance Services to be provided by or on behalf of the Supplier to the Customer as set out in an Order Form;

Service Commencement Date means the date that the Supplier commences the provision of Services under an Agreement;

Site means the place at which the Supplier agrees to provide the

Equipment and/or Services;

Statistical Data has the meaning given in clause 9.7;

Supplier means Radius Connect Limited, a limited company incorporated in England and Wales (registration number 12553628) having its registered office at Euro Card Centre, Herald Park, Herald Drive, Crewe CW1 6EG;

System means the telecommunication services and/or Equipment detailed in the Order Form; and

Termination Fee has the meaning given in clause 11.7; and

Terms means these terms and conditions.

Wildix means either (1) Wildix EE OU registered in Tallinn Estonia when the Customer is based in Europe; or (2) Wildix Limited, registered in Coventry, West Midlands when the Customer is based in the United Kingdom;

Wildix HWaaS Equipment means Equipment sold under a Hardware as a Service ("HWaaS") monthly agreement where the Network Supplier is Wildix as identified in an Order Form.

- 1.2 The ejusdem generis rule is not intended to be used in the interpretation of an Agreement; it follows that a general concept or category utilised in an Agreement will not be limited by any specific examples or instances utilised in relation to such a concept or category.
- 1.3 The singular shall include the plural and vice versa and words denoting persons shall include bodies corporate and unincorporated associations of persons.
- 1.4 In the event of any conflict between the provisions in any of the documents comprising an Agreement, they shall be interpreted according to the following descending order or precedence:
 - 1.4.1 any agreed amendment (with the most recent taking precedence);
 - 1.4.2 the Order Form;
 - 1.4.3 the Terms.

2. Basis of Agreement

- 2.1 An Agreement contains the only terms and conditions upon which the Supplier will provide Equipment and/or Services to the Customer to the exclusion of all other terms and conditions.
- 2.2 Each order for Equipment and/or Services given by the Customer to the Supplier will be deemed to be an offer by the Customer to purchase Equipment and/or Services from the Supplier subject to these Terms. The Supplier shall send an Order Form to the Customer confirming the Agreement.
- 2.3 Each Order Form and these Terms when taken together shall constitute a separate and independent Agreement.
- 2.4 Notwithstanding the above, use of the Equipment and/or Services will, in any event, constitute acceptance of these Terms by the Customer and an Agreement will come into force between the Parties on the basis of these Terms and the applicable Order Form.
- 2.5 The Supplier may make reasonable changes to the terms of an Agreement after giving the Customer one month's prior written notice of such changes.

3. Provision of the Services

- 3.1 The Supplier shall provide the Services using a combination of the Supplier's infrastructure and the Network. The Customer acknowledges that the Services provided under an Agreement are subject to arrangements that are in the control of other networks and their operators (including the Network) and that are outside the control of the Supplier.
- 3.2 The Customer acknowledges that, due to the nature of technology, it is impossible to provide a continuous and fault-free Service. The quality and availability of the Services are also subject to certain limitations and circumstances outside the reasonable control of the Supplier. For example, the Services may be affected by local terrain (trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by the Customer.
- 3.3 The Customer shall provide to the Supplier, on request, any information and assistance that may be reasonably required to enable the Supplier to perform its obligations under an Agreement.
- 3.4 The Supplier shall use reasonable endeavours to provide the Equipment and/or Services within any timeframe specified in an Agreement but such timeframes are only estimates and provided for planning purposes only. The Supplier shall have no liability for any failure to meet the dates in an Agreement and time of performance of the Supplier's obligations shall not be of the essence.
- 3.5 The Supplier (or a Network Supplier) shall be entitled to:
 - 3.5.1 refuse an order for Equipment and/or Services at its sole discretion;
 - 3.5.2 change the codes or numbers allocated to the Customer in order to meet the national numbering requirements of Ofcom;
 - 3.5.3 change the technical specification of the Services (provided that such change does not materially affect the performance of the Services) where necessary for operational reasons, or statutory or regulatory regimes;
 - 3.5.4 make alterations to the Services including without limitation conversions, shifts, reconfigurations and renumbers. Such alterations may result in disruption to the Services;
 - 3.5.5 give to the Customer instructions which the Supplier believes are necessary for health and safety reasons or for maintaining the quality of the Services, which the Customer shall comply with;
 - 3.5.6 change the conditions or service levels relating to the Services in order to reflect contractual changes imposed on the Supplier by its suppliers or any decision, request by or change in the regulatory regime by the relevant regulatory authorities; and
 - 3.5.7 interrupt the Services for operational reasons or because of an emergency.
- 3.6 The Supplier shall be entitled to record any or all calls to the Supplier's support services in order to monitor the quality of support for training purposes.
- 3.7 The Supplier (or a Network Supplier) may (without prejudice to its other rights) suspend the provision of Equipment and/or Services in whole or in part under any or all Agreements at any time including (without

limitation): (a) if the Supplier is entitled to terminate any Agreement; (b) if the Customer does not pay any sum due and owing to the Supplier by the due date for payment under any Agreement; (c) if the Customer is in breach of clause 7.2 under any Agreement; (d) where it is necessary to comply with Legislation or an order, instruction or request of Government, an emergency services organisation, a court of law, tribunal or other competent administrative or regulatory body, including Ofcom, or a Network Supplier; (e) if in the Supplier's reasonable opinion fraud or Artificial Inflation of Traffic has taken place under any Agreement; (f) for any maintenance, modification, or technical failure of the Network; (g) to safeguard the security and integrity of the Network; (h) if the Customer does anything which (in the reasonably opinion of the Supplier) negatively impacts the Supplier's (or a Network Supplier's) reputation; (i) in accordance with clause 8.5.2; (j) if the Customer is in breach of clause 3.10; (k) where the Customer has exceeded any credit limit on its account; (l) where the Customer fails to comply with the Supplier's (or a Network Supplier's) policies; or (m) where the Customer breaches, or causes the Supplier (or a Network Supplier) to breach, Legislation or any consents, licences or authorisations. The Customer shall remain liable for any Charges that accrue during a period of suspension under this clause 3.7. The reconnection or reinstatement of any Equipment and/or Services after a period of suspension may be subject to the payment by the Customer of a reconnection or reinstatement fee.

3.8 The Supplier neither represents nor warrants that the Equipment and/or the Services will be provided uninterrupted, secure or error-free or that it will meet the Customer's requirements (even if those requirements have been notified to the Supplier in advance).

3.9 Subject to the terms of an Agreement, the Supplier shall exercise such reasonable skill and care in the provision of the Equipment and/or Services as may be expected of a reasonable fixed line communications provider.

3.10 The Customer may supply the Equipment and/or Services to its individual end users, but the Customer shall not resell or otherwise distribute the Equipment and/or Services. The Customer is responsible for all obligations relating to the Equipment and/or Services including the compliance of its individual end users with the terms of an Agreement and all applicable Legislation.

4. Maintenance Services

4.1 This clause 4 applies to the provision of Maintenance Services under an Agreement.

4.2 The Maintenance Services will start on the Service Commencement Date for the relevant Services and shall be provided until this Agreement is terminated in accordance with clause 11.

4.3 The available levels of support ("**Maintenance Level**") a Customer will receive as part of the Maintenance Services will be stated on the Order Form(s). If no Maintenance Level is listed, the Customer will be on Standard Support. The available Maintenance Levels as of the date of this Agreement are:

1. Radius UC Protect - Standard Support;
2. Radius UC Protect - Enhanced Support;
3. Radius UC Protect - Premium Support;
4. Radius Broadband Protect - Standard Support;

5. Radius Broadband Protect - Enhanced Support; and

6. Radius Broadband Protect - Premium Support.

4.4 Calls to the telephone support line shall be handled in accordance with the process detailed in Annex 2. Unless otherwise specified in the Order Form, any response times set out in the Agreement are limited to the business hours and days of the Technical Support Helpdesk, as detailed in the Schedule.

4.5 The Maintenance Services do not include:

4.5.1 any alteration of the System to meet a change in the Customer's requirements or in the standards or requirements of the Network Supplier, or to enable the use of any equipment, networks, and/or software not provided by the Supplier;

4.5.2 any electrical or other work external to the System;

4.5.3 moving and/or re-installing the System;

4.5.4 the cost of repair or replacement or extra service time made necessary by accidental damage, criminal damage, misuse, negligence or failure to observe the Supplier's recommendations, or those of the manufacturer of any part of the System, or those of the relevant Network Supplier or for causes external to the System (including, but not limited to, failure or fluctuation of electrical power or air-conditioning or any defect or failure in the relevant public telecommunications network or any peripheral equipment, networks, software not provided by the Supplier);

4.5.5 replaceable items (including, without limitation, batteries) which suffer progressive degeneration in use; and

4.5.6 LAN integration changes.

4.6 The Supplier reserves the right to charge the Customer for any such extra services and costs at the Supplier's then current charges.

4.7 If the System is not already maintained by the Supplier, prior to the Commencement Date then the Supplier will inspect the System and may, in its sole discretion, undertake such repair work as may be reasonably necessary to put the System in good working order. The Customer shall pay for such inspection and repair at the Supplier's then current charges.

4.8 If during the term of this Agreement:

4.8.1 any unauthorised alterations are made to the System or if there are any unauthorised attachments; or

4.8.2 the software utilised by the System is no longer supported by the relevant vendor(s),

the Supplier shall have the right in its absolute discretion to suspend any Maintenance Services on the System until the alterations and/or attachments have been rectified or removed or the software has been updated or changed to the satisfaction of the Supplier. The suspension of such Maintenance Services will not affect the obligation of the Customer to pay the Charges, and any other charges, which may be due. The Supplier will not be liable for any losses, damages or expenses suffered by the Customer as a result of such suspension.

4.9 In the event that the Supplier agrees to accept any such unauthorised alterations or attachments, the Supplier may in its absolute discretion raise additional charges for any work which

- may be involved in carrying out the provision of the Maintenance Services.
- 4.10 If the Supplier reasonably forms the opinion that the System or any part of it can no longer be economically maintained, it will notify the Customer of the Supplier's estimate of the cost of reconditioning or replacing all or part of the System. Should the Customer fail to make the System available for reconditioning or replacement, or the Parties fail to agree on the appropriate charges, then the Supplier shall be entitled by written notice to cease provision of the Maintenance Services without liability to the Customer.
- 4.11 Subject to the terms of this Agreement, the Supplier shall exercise such reasonable skill and care in the provision of the Maintenance Services as may be expected of a reasonable provider of maintenance services to fixed line telecommunications systems.
- 4.12 The Customer's exclusive remedy and the Supplier's sole liability in relation to Equipment that the Supplier has provided which becomes faulty during the Minimum Term shall be, at the Supplier's option, to repair, replace, substitute or credit the Customer in relation to such Equipment. The Supplier shall have no liability in relation to such Equipment after the Minimum Term.
- 4.13 If the Supplier has provided any Equipment to the Customer that is replaced:
- 4.13.1 if the Customer has paid the Supplier in full for the replaced Equipment, the Customer shall dispose of the replaced Equipment; or
- 4.13.2 if the Customer has not paid the Supplier in full for the replaced Equipment, the Supplier shall dispose of the replaced Equipment.
- 4.14 The Customer is responsible for ensuring that the environment conditions at the installation site (whether approved by the Supplier and/or the Network Supplier prior to installation) are maintained at all times. The Customer will for the term of this Agreement provide at the relevant premises (at its sole expense) heat, light, ventilation, electric and outlets sufficient for the use of the Supplier's maintenance personnel, its employees and authorised representatives. The Customer will not permit any persons, other than the Supplier's authorised representatives, to perform any maintenance on the System.
- 4.15 For the purposes of providing the Maintenance Services, the Supplier's engineers shall have full, free and timely access to the System. The Customer shall provide adequate working and storage space and such other facilities as the Supplier's engineers may reasonably require and will ensure that the System is readily accessible without the need for specialist access equipment or specialist access staff.
- 4.16 The Customer shall comply with all legal and regulatory requirements applicable to its use of the System, to the location of the System upon its premises and to the Supplier's access to the System (including without limitation all health and safety legislation from time to time in force).
- 4.17 Unless otherwise agreed in writing by the Supplier the System must not in any circumstances be altered, adjusted or interfered with except by the Supplier's authorised engineers.
- 4.18 The Customer is responsible for ensuring that the System is operating on the latest version of any applicable software.
- 4.19 In addition to the Charges, the Customer shall pay to the Supplier all additional charges for maintaining the System which arise other than as a result of normal fair wear and tear.
- 4.20 The Supplier reserves the right to make a charge for the time and expenses incurred by its personnel being called out due to faults not on the System (e.g. Network Supplier line faults, power supply fluctuation, PBX/LAN faults) or if the System is reported as faulty and proves to the Supplier's reasonable satisfaction not to be so.
- 4.21 The Charges may be adjusted at any time in the event that:
- 4.21.1 an increased charge is required by the Supplier (i) to meet the requirements of the Network Supplier provider, or of the manufacturer of the System (provided that the Charges shall in this event be adjusted by such an amount as is reasonable); or (ii) because a Network Supplier or the manufacturer of the System ceases to support equipment used by the Customer and/or the System;
- 4.21.2 further equipment is added to the equipment schedule comprising the System; and/or
- 4.21.3 the Supplier's standard hourly rates for the provision of maintenance services increase (provided that any such increase shall be to no greater an hourly rate than that charged by the Supplier to other current customers).
- 4.22 The Supplier may at any time following the first anniversary date of the Agreement adjust the Charges for the Maintenance Services..
- 5. Access and Site Regulations**
- 5.1 The Customer undertakes to permit or procure permission for the Supplier or an authorised representative of the Supplier to have access to the Site(s), System and Equipment at all times.
- 5.2 The Customer must, at its sole expense:
- 5.2.1 in relation to the Site and any third party premises or land in or on which the Site is situated, obtain all necessary consents and permissions;
- 5.2.2 prepare and provide a suitable location and environment for the installation and housing of the Equipment including data points or other enabling works that are required to be able to provide the Equipment and/or Services (including in accordance with the Supplier's reasonable instructions);
- 5.2.3 provide a secure electricity power supply (including back-up) and connection points where required; and
- 5.2.4 provide a suitable safe working environment for the Supplier and its authorised representatives at the Site.
- 5.3 The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, liabilities, demands, actions, proceedings, damages, losses, charges, costs and expenses which may be brought against the Supplier in respect of or in any way arising out of or in connection with a breach by the Customer of this clause 5.

6. Equipment		provided by the Supplier and/or a Network Supplier or that could cause the Network to be impaired;
6.1	Unless otherwise agreed in writing, the risk in Equipment shall pass from the Supplier to the Customer when the Equipment is delivered to the Customer at the Site (or where applicable collected by the Customer).	7.2.7 to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to the Intellectual Property and rights of privacy) of others;
6.2	Unless otherwise agreed in writing, and subject to Clause 15, title to any Equipment (if applicable) shall only pass to the Customer under an Agreement at the end of the applicable Minimum Term provided there are no outstanding Charges or other amounts due from the Customer to the Supplier under any Agreements.	7.2.8 to obtain access through whatever means to notified restricted areas of the underlying Network;
6.3	Until title to the Equipment (if applicable) has passed to the Customer, the Customer shall:	7.2.9 to send and receive data in such a way or in such an amount so as to adversely affect the Network or other customers or suppliers of the Supplier; or
6.3.1	not remove, deface or obscure any identifying mark on or relating to the Equipment;	7.2.10 to engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or services within the meaning of sections 127 to 128 of the Communications Act 2003.
6.3.2	maintain the Equipment in satisfactory condition and keep it insured against all risks from the date of delivery or collection (as applicable); and	7.3 If the Supplier notifies the Customer or the Customer is aware that an end user has used the Equipment and/or Services in breach of clause 7.2 and the end user continues to use the Equipment and/or Services in breach of clause 7.3, (i) the Equipment and/or Services may be disconnected or deactivated by the Supplier (or Network Supplier); (ii) the Supplier may terminate any or all Agreements without liability with immediate effect by notice in writing to the Customer; and (iii) the Supplier may enter the Site or any other premises where the Equipment is stored to retrieve the Equipment. The Customer shall be liable to pay any applicable Termination Fees pursuant to clause 11.7 under any applicable Agreements.
6.3.3	not to sell, lease, charge, assign by way of security or otherwise deal in or encumber in any way the Equipment.	
6.4	If the Supplier provides the Customer with a router, this must be returned on termination of the applicable Agreement. If the router is not returned to the Supplier within thirty (30) days of the date of termination of the applicable Agreement, the Customer shall be charged the cost of replacing it.	7.4 If, in the Supplier's reasonable opinion, the Customer is using the Equipment and/or Services for a fraudulent or unlawful purpose, the Supplier may deactivate or disconnect the Equipment and/or Services immediately and terminate any or all Agreements without liability with immediate effect by notice in writing to the Customer. The Customer shall be liable to pay any applicable Termination Fees pursuant to clause 11.7 under any applicable Agreements.
6.5	The Supplier does not guarantee the continuing availability of a particular item of Equipment. The Supplier reserves the right to add to, substitute or discontinue any Equipment.	
6.6	The warranty provided by the Supplier for the Equipment will be the same as the warranty provided by the manufacturer of the Equipment (including without limitation time period, scope and limitations).	7.5 Subject to the provisions of any applicable Legislation, regulation or licence condition, all telephone numbers allocated to the Customer and all rights in those telephone numbers shall belong to the Supplier. The Customer shall not sell or transfer or attempt to sell or transfer the rights of ownership of any telephone number provided to the Customer by the Supplier to a third party.
7. Use of the Services		
7.1	The Customer shall use the Equipment and/or Services in accordance with the terms of an Agreement, the Supplier's (or a Network Supplier's) policies, and any other reasonable instructions as may be notified to the Customer by the Supplier from time to time.	7.6 The Supplier shall have the right to reallocate telephone numbers allocated to the Customer if those numbers are not used for a period of six (6) consecutive weeks.
7.2	The Customer must not use the Equipment and/or Services or allow or permit an end user to use the Equipment and/or Services:	7.7 The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, liabilities, demands, actions, proceedings, damages, losses, charges, costs and expenses which may be brought against the Supplier in respect of or in any way arising out of or in connection with a breach by the Customer of this clause 7.
7.2.1	in a way that does not comply with the terms of any Legislation or any codes of practice, regulations or any licence or authorisation applicable to the Customer and end user;	7.8 The Customer shall only use the Equipment and/or Services for their intended purpose and in a careful and proper manner in compliance with the Supplier's instructions, specifications and policies.
7.2.2	that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;	
7.2.3	in any way that constitutes the Artificial Inflation of Traffic;	
7.2.4	for any purpose that may be a nuisance;	
7.2.5	in any way that brings or could bring the name of the Supplier and/or a Network Supplier into disrepute;	8. Charges and Payment
7.2.6	in any way that in the Supplier's reasonable opinion could materially affect the quality of any telecommunications service or other service	8.1 The Charges for the Equipment and/or Services shall be as set out in the Order Form.
		8.2 The Customer shall pay the Charges, via direct debit, to the Supplier in accordance with this clause 8 and as

specified in the applicable Order Form. Unless otherwise specified in the Order Form, payment of all amounts due shall be made by the Customer within 14 days of the date of invoice.

- 8.3 If the Customer chooses to pay by a manual payment method instead of Direct Debit, a charge of £5 will be applied to cover the Supplier's administrative costs associated with processing the payment. This charge will be added to the total amount due and must be paid in full at the time of the payment.
- 8.4 All Charges payable under an Agreement are exclusive of all value-added and other taxes and duties applicable to the sale, licensing and supply of the Equipment and/or Services, which will be payable by the Customer.
- 8.5 If the Customer does not pay any amount properly due to the Supplier under or in connection with any Agreement on or before the due date for payment, the Supplier may, without prejudice to its other rights:
- 8.5.1 either (i) charge the Customer interest on the overdue amount at the rate of 4% per year above the base rate of Barclays Bank Plc from time to time (which interest will accrue daily until the date of actual payment and be payable on demand); or (ii) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; and/or
- 8.5.2 suspend the provision of the Equipment and/or Services under any or all Agreements until payment has been received in full.
- 8.6 Unless agreed otherwise in writing, all Charges can be changed by the Supplier upon giving the Customer one month's prior written notice.
- 8.7 For any Customer that is not a Microenterprise or Small Enterprise Customer or a Not-For-Profit Customer, the Charges for the Equipment and/or Services under an Agreement shall increase on 1 April each year by an amount notified to the Customer during the previous month.
- 8.8 For any Customer that is a Microenterprise or Small Enterprise Customer or a Not-For-Profit Customer, the Charges shall increase on 1 April each year by the amount set out in the Order Form.
- 8.9 Any payments made by the Customer and returned by the bank will incur a £15 administration charge, which will be payable by the Customer. Where the Customer is situated outside the UK the Customer shall be responsible for transferring the relevant funds internationally to the Supplier's nominated account and for paying any fees relating to such transfer.
- 8.10 If the Customer wishes to dispute any invoice, the Customer must notify the Supplier in writing of such dispute within 20 Business Days of receipt of the invoice, failing which the Customer will be deemed to have accepted the invoice.
- 8.11 The Customer shall make all payments properly due under an Agreement without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.
- 8.12 Where any connection type listed in clause 8.15 is ceased, the Customer shall pay the applicable Cease Charge.
- 8.13 The Cease Charge shall apply:

- 8.13.1 subject to clause 8.14, irrespective of the cause of cessation, including, but not limited to, if the connection is transferred or disconnected or the underlying Agreement is terminated by either party;
- 8.13.2 whether the cessation occurs during or after the Minimum Term; and
- 8.13.3 notwithstanding, and in addition, to any applicable charges including, but not limited to, the Termination Fees as set out in clause 11.7.

8.14 The Cease Charge shall not apply if the customer terminates the agreement in accordance with clause 11.5.

8.15 The Cease Charge shall be calculated as follows:

- (a) Broadband Services (being Services identified as such in the Order Form) – £25 per circuit;
- (b) Leased Line Services (being Services identified as such in the Order Form) – £25 per circuit;
- (c) Hosted Seat Services (being Services identified as such in the Order Form) – £10 per seat; and
- (d) SIP Services (being Services identified as such in the Order Form) – £5 per number.

9. Intellectual property rights and data

- 9.1 All Intellectual Property in or arising out of or in connection with the Equipment and/or Services shall be owned by the Supplier or its licensors.
- 9.2 Subject to the terms of an Agreement and any Network Software Licence provided with the Equipment and/or Services, the Supplier shall use reasonable endeavours to grant, or ensure that its operators grant, to the Customer a non-transferable, non-sublicensable, and non-exclusive licence to use the Network Software during the term of an Agreement for the applicable Equipment and/or Services in object code form for the Customer's internal use.
- 9.3 Where the Customer does not accept the terms of the Network Software Licence, the Customer will not be able to use the relevant feature of the Equipment and/or Services to which the Network Software Licence relates and the Supplier shall not be liable for any failure to provide the Equipment and/or Services which rely on acceptance of the Network Software Licence.
- 9.4 The Customer shall not copy, modify, reverse engineer, adapt, translate, decompile, disassemble, make error corrections, license, sub-license, or resell any Network Software in whole or part, unless expressly permitted to do so by the Supplier or by relevant Legislation.
- 9.5 The Supplier owns all data generated by it or related to the operation or performance of the Services. This operational and performance data does not include any Personal Data (which, for the avoidance of doubt, shall be dealt with subject to the provisions of clause 12).
- 9.6 The Customer owns all data provided by or on behalf of the Customer to the Supplier in connection with the Services. The Supplier may use this data as required for the purpose of performing the Services.
- 9.7 The Customer authorizes the Supplier to retain and use a copy of the data referred to in clause 9.6 above, in anonymized aggregated form (such that the identity of the Customer and any data subject is not ascertainable) for the purpose of carrying out data analytics in relation to the

services provided to its customers and otherwise developing new products and services ("**Statistical Data**").

9.8 The Customer hereby grants the Supplier a non-exclusive, royalty free, fully-paid, irrevocable worldwide right and licence to access, review, analyse, use, manipulate, copy, and modify the Statistical Data for its own purposes, including but not limited to using the information to produce and distribute reports, analyses and data based upon the Statistical Data. However, except as regards such anonymization and use of the Statistical Data, the Supplier shall not use for its own purposes or disclose to any third parties Statistical Data that identifies the Customer or anyone to whom calls are made using the Equipment and/or Services. It is understood, however, that the foregoing restriction shall not apply to disclosures of Statistical Data that are:

- 9.8.1 required by Legislation in response to a request from law enforcement authorities;
- 9.8.2 made in connection with a court order or other similar demand;
- 9.8.3 made in connection with a contemplated merger, acquisition or similar transaction;
- 9.8.4 made to the Supplier's Affiliates or related companies; or
- 9.8.5 made to the Supplier's Network Suppliers for delivering the Services on behalf of the Supplier.

10. Liability

10.1 Nothing in an Agreement shall be deemed to exclude or limit the Supplier's liability in respect of:

- 10.1.1 death or personal injury resulting from negligence;
- 10.1.2 fraud or fraudulent misrepresentation; or
- 10.1.3 anything which cannot be excluded or limited by law.

10.2 Subject to clause 10.1, in no event, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall the Supplier be liable for (a) (in each case, whether such loss is a direct or indirect loss) any loss of profits, income, revenue, use, production or anticipated savings, loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, any loss or corruption of any data, database or software or (b) any special, indirect or consequential loss or damage whatsoever.

10.3 Subject to clauses 10.1 and 10.2, the Supplier's maximum aggregate liability under or in connection with an Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall be limited to the Charges paid by the Customer under that Agreement in the calendar year in which the loss or damage occurred.

10.4 If the Supplier is prevented or delayed in the performance of any of its obligations under an Agreement by a Force Majeure Event, then the Supplier will be excused from the performance or punctual performance, as the case may be, of such obligations for the duration of the Force Majeure Event.

10.5 The Supplier shall have no liability to the Customer to the extent caused by or arising from any acts or omissions of

the Customer or any third party (excluding the Supplier's subcontractors or suppliers).

11. Term and Termination

11.1 Each Agreement shall commence on the applicable Commencement Date and shall continue until terminated by either Party in accordance with its terms.

11.2 Each Agreement will be subject to a Minimum Term which shall commence on the applicable Service Commencement Date.

11.3 After the expiry of its Minimum Term, either party may, without prejudice to any of its other rights arising under an Agreement, terminate that respective Agreement by giving the other not less than 30 days prior written notice..

11.4 The Supplier may, without prejudice to any of its other rights arising under an Agreement, terminate any or all Agreements with immediate effect by notice in writing, if:

11.4.1 the Customer commits a material breach of an Agreement which is irremediable or, if capable of remedy, fails to remedy such breach within 20 calendar days after being given notice in writing specifying the breach and requiring the same to be remedied (the parties agreeing that a breach of clause 7.2 shall be a material breach);

11.4.2 the Customer breaches Legislation or any regulation or code of conduct;

11.4.3 the Customer fails to pay any Charges or other amounts to the Supplier by the due date for payment;

11.4.4 any of the following events occur: (i) the presentation of a petition for winding up of the Customer; (ii) the Customer is the subject of an order or an effective resolution is passed for winding up the Customer; (iii) the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of the Customer; (iv) if a receiver, administrative receiver, administrator or similar office is appointed over all or any part of the assets or undertaking of the Customer; (v) the Customer making a composition or arrangement with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement; (vi) the Customer goes into liquidation; (vii) the Customer becoming unable to pay its debts or otherwise becoming insolvent, (viii) the Customer ceasing, or threatening to cease, to carry on business, or (iv) any similar or analogous event occurs;

11.4.5 required to do so by a Network Supplier or any applicable regulatory or administrative body;

11.4.6 the Supplier or a Network Supplier reasonably believes the Equipment and/or Services are being used in an unauthorised way or for improper, fraudulent or unlawful activity;

11.4.7 in accordance with clause 7.3, 6.4 or 11.6;

11.4.8 the Supplier or a Network Supplier ceases to have any consent, licence or authorisation required to provide the Equipment and/or Services or would breach Legislation in continuing to provide the Equipment and/or Services;

- 11.4.9 there has been any delay or failure in performance under an Agreement resulting from any Force Majeure Event, which delay or failure shall have continued for a period of at least one calendar month; or
- 11.4.10 an Agreement is suspended under clause 3.7 for at least one calendar month.
- 11.5 The Customer may, without prejudice to any of its other rights arising under an Agreement, terminate that Agreement with immediate effect by notice in writing, if the Supplier commits a material breach of that Agreement which is irremediable or, if capable of remedy, fails to remedy such breach within 20 calendar days after being given notice in writing specifying the breach and requiring the same to be remedied.
- 11.6 Customers that are a Microenterprise or Small Enterprise Customer or a Not-For-Profit Customer may terminate the Agreement with immediate effect by notice in writing, if the Supplier increases the Charges in accordance with clause 8.6.
- 11.7 If any Agreement(s) are terminated by the Customer prior to the expiry of their respective Minimum Term(s), or by the Supplier in accordance with clause 11.4, the Customer shall pay the Monthly Recurring Charges for each unexpired month of the Minimum Term(s) ("**Termination Fees**").
- 11.8 Upon termination of an Agreement, the Customer shall, (i) promptly return to the Supplier or otherwise dispose of, as the Supplier may instruct, any Confidential Information which the Customer may have in its possession or under its control; (ii) pay to the Supplier all outstanding Charges and other amounts, sums and interest due under that Agreement, any cancellation charges as specified in the Order Form, any cessation charges incurred by the Supplier from its suppliers in relation to the Equipment and/or Services, any porting and/or disconnection fees, and any incentives or promotions (or the liquidated value of same) provided to the Customer, in each case, within 7 days of the date of termination; and (iii) promptly return to the Supplier all of the Equipment which has not been fully paid for and where title (if applicable) has not passed to the Customer, and cease using them from the date of termination.
- 12. Data Protection**
- For the purposes of this clause 12, "personal data", "process/processing", "controller", "processor", "data subject", and "personal data breach" shall have the same meaning as in the Data Protection Laws. "**Data Protection Laws**" means in relation to any Personal Data which is processed in the provision of the Services, the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and the Data Protection Act 2018.
- 12.1 The Parties will each comply with the provisions of the Data Protection Laws in connection with each Agreement. This includes the obligation of the Customer to duly inform involved data subjects about the processing of their personal data by the Supplier under the instruction of the Customer.
- 12.2 The Parties acknowledge that, in respect of any personal data which the Supplier processes on behalf of the Customer in connection with an Agreement, including but not limited to the data generated by or related to the provision of the Equipment and/or Services, the Customer shall be the controller and the Supplier shall be the processor.
- 12.3 The Supplier shall only collect, process, store, and use personal data:
- 12.3.1 as required to meet the Customer's lawful, documented, and reasonable instructions (which shall unless otherwise agreed be to process personal data to the extent that such is necessary for the performance of an Agreement and the improvement of the Equipment and/or Services); and
- 12.3.2 as required to comply with Legislation to which the Supplier is subject, in which case the Supplier shall (to the extent permitted by law) inform the Customer of that legal requirement before processing that personal data.
- 12.4 The Customer instructs the Supplier to collect, process, store and use the personal data for the purpose as included under clause 12.3 above.
- 12.5 The Customer hereby consents to the Supplier's appointment of sub-processors who may from time to time be engaged by the Supplier in support of the Supplier's provision of the Equipment and/or Services to the Customer, including, but not limited to, in relation to the provision of any Network services or functionality.
- 12.6 The Customer may revoke its consent for the processing of personal data in relation to an Agreement at any time. Such revocation must be presented to the Supplier in writing and shall not affect such Agreement or the Customer's obligations (including payment obligations) under such Agreement. The Customer acknowledges that as a result of such revocation the Supplier may not be able to provide the Equipment and/or Services. To the extent that the revocation of the Customer's consent materially impacts the Supplier's ability to provide the Equipment and/or Services, the Supplier shall be entitled to terminate the applicable Agreement without liability with immediate effect by notice in writing.
- 12.7 The Supplier shall implement appropriate technical and organisational measures to protect any personal data collected under an Agreement against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Having regard to the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.
- 12.8 Upon becoming aware of a personal data breach, the Supplier shall use reasonable endeavours to:
- 12.8.1 notify the Customer without undue delay and in any event within 72 hours; and
- 12.8.2 co-operate with the Customer in the investigation, mitigation and remediation of that personal data breach, provided in each case that the Customer shall reimburse the Supplier in full for all costs (including for internal resources and any third party costs) reasonably incurred by Supplier in performing its obligations under this clause 12.8.
- 12.9 The Supplier shall:
- 12.9.1 ensure that its employees who may have access to the personal data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and

- 12.9.2 on termination or expiry of an Agreement or, if sooner, the Service to which it relates, at the Customer's request, either delete or return to the Customer all personal data processed by the Supplier and any copies of it or of the information it contains except where it is necessary to retain such personal data for the purposes of compliance with Legislation applicable to the Supplier. For the avoidance of doubt this shall not apply to the Statistical Data which the Supplier shall be entitled to retain.
- 12.10 The Customer as controller warrants that:
- 12.10.1 it has all authority, licences, approvals and consents necessary or required to enable the Supplier to process the personal data in accordance with the Data Protection Laws for the purposes of each Agreement;
- 12.10.2 it has complied with and shall, during the term of each Agreement, continue to comply with the obligations of a controller under the Data Protection Laws.
- 12.11 The Customer shall indemnify the Supplier and keep the Supplier indemnified against all claims, liabilities, demands, actions, proceedings, damages, losses, charges, costs and expenses which may be brought against the Supplier in respect of or in any way arising out of or in connection with a breach by the Customer of clause 12.10.
- 12.12 The Parties acknowledge that they have agreed that the Customer will respond to enquiries from data subjects, any governmental, regulatory and/or judicial body concerning the processing of personal data by the Supplier and the Customer should have sufficient processes in place to handle such enquiries.
- 12.13 Annex 1 to each Agreement sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject as required by Article 28(3) of GDPR or equivalent provisions of any Data Protection Laws. As between the Parties, nothing in Annex 1 confers any right or imposes any obligation on either Party.
- 13. Confidential Information**
- 13.1 Each Party agrees that for the duration of an Agreement and for a subsequent period of three years after such Agreement terminates or expires they will keep any Confidential Information of the other Party as confidential and shall not permit the same to be copied, used, disclosed or disposed of except in accordance with the Agreement. The provisions of this clause 13 shall not apply to Confidential Information which is already in the public domain or becomes so at a future date other than by breach of the Agreement or which such Party is required to disclose by law, any court or any regulatory or governmental body.
- 14. General**
- 14.1 No breach of any provision of an Agreement will be waived except with the express written consent of the Party not in breach.
- 14.2 If any provision of an Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of such Agreement will continue in full force and effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 14.3 Subject to clause 2.5, an Agreement may only be varied by a written document signed by or on behalf of each of the Parties.
- 14.4 The Supplier may freely assign its rights and obligations under an Agreement without the Customer's consent. Save as expressly provided in an Agreement, the Customer may not, without the prior written consent of the Supplier, assign, transfer, charge, license or otherwise dispose of or deal in an Agreement or any rights or obligations under such Agreement.
- 14.5 Each Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party save for any third party software sub-licensing provisions. The right of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to an Agreement is not subject to the consent of any third party.
- 14.6 Each Agreement constitutes the entire agreement between the Parties in relation to its subject matter, and supersedes all previous agreements, arrangements and understandings between the Parties in respect of that subject matter.
- 14.7 Unless expressly set out in an Agreement, all other warranties, terms, conditions, statements and representations (whether expressed or implied by statute, common law, custom, usage or otherwise) are excluded to the fullest extent permitted by law.
- 14.8 Failure or delay by either Party in enforcing or partially enforcing any provision of an Agreement will not be construed as a waiver of any of its rights under such Agreement. Any waiver by one Party of any breach of, or any default under, any provision of an Agreement by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of such Agreement.
- 14.9 The formation, existence, construction, performance, validity and all aspects of each Agreement shall be governed by English law and the Parties hereby submit to the exclusive jurisdiction of the English courts.
- 15. Wildix Hardware as a Service specific terms**
- 15.1 In the event of any conflict between any other clause of this Agreement and this clause 15, this clause 15 shall take precedence.
- 15.2 Notwithstanding the provisions of clause 5, the Wildix HWaaS Equipment is the property of Wildix and will remain the property of Wildix unless transferred under clause 15.4.
- 15.3 Within 14 days of the end of the Minimum Term or upon earlier termination of this Agreement, the Customer will return the Wildix HWaaS Equipment in good working order to the Supplier at the address notified to the Customer by the Supplier at the Customer's own cost.
- 15.4 If the Customer fails to return the Wildix HWaaS Equipment under clause 15.3, the Customer will pay to the Supplier any unpaid service fee for the Minimum Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Wildix HWaaS Equipment will pass to the Customer.

Annex 1: Personal Data

This Annex includes certain details of the processing of the personal data as required by Article 28(3) GDPR or equivalent provisions of any Data Protection Law.

Subject matter of the processing of the personal data

The provision of fixed line telephony services.

Duration of the processing of the personal data

Personal Data will be processed for the term of an Agreement and as required for the provision of post agreement support.

The nature and purpose of the processing of the personal data

Personal Data will be processed in the provision of fixed line telephony services and all associated administration.

The types of the personal data to be processed

Name, job title, email address, telephone number and call data records.

The categories of data subject to whom the personal data relates

Employees of the Customer.

The obligations and rights of the controller

The obligations and rights of the controller are set out in the Agreement.

Annex 2: Call Handling Process

When logging an incident, you should expect the following:

1. A member of our customer services team will answer your call and ask you for the details below:
 - (a) your contract number and/or company name;
 - (b) your name and contact phone number;
 - (c) full incident description and error messages;
 - (d) product name or model number of the telephone, device, or other equipment as applicable;
 - (e) software version (if known);
 - (f) your reference number or password if you use one;
 - (g) the fault category reference as you see it in accordance with paragraph 2 below; and
 - (h) any other product or fault information as necessary.
2. This paragraph 2 outlines the fault category references.

Where no priority has been given the default is PRIORITY "3".

PRIORITY "1" FAULTS = faults affecting the operation of 50% or more of the (i) lines/handsets connected to the System; or (ii) voicemail/contact centre systems.

PRIORITY "2" FAULTS = faults affecting the operation of 2 or more of the (i) lines/handsets connected to the System; or (ii) voicemail/contact centre systems.

PRIORITY "3" FAULTS = faults affecting the operation of only one (i) line/handset connected to the System; or (ii) voicemail/contact centre system.

PRIORITY "4" FAULTS = programming requests to enhance the use of system in operation.

Appropriate category definition is important for the efficient allocation of resources, and to ensure the quickest possible resolution of critical problems. The Supplier reserves the right to amend priorities that have been inappropriately assigned by the Customer.

3. The contract number or your company name will be entered into our call tracking system confirming your contract details.
4. The call will then be assigned to a support engineer for a remote response, and you will be called back by the next available engineer who will maintain all pertinent technical information on the case record.
5. The support engineer is then the owner of the case ticket and will work with you to find a solution to your incident. Fault diagnosis and localisation will be carried out by telephone queries and remote access to your equipment. In the case where telephone or remote access is unable to restore service then an engineer may need to be sent to the site premises. If the reported incident requires additional resource, then the incident may be reassigned under our escalation process and you will be kept informed of reassignments and escalations at each stage. Note also that incident resolution may be an immediate work around before a permanent solution can be obtained. A permanent solution may need to be in the form of a new patch release of software, or a hardware change.

6. Once the incident is resolved, the case is closed. The Supplier will periodically exercise a follow up call to ensure a satisfied service has been delivered.

Escalation

At any time if you feel you need to escalate an issue, the Supplier's Technical Support have clearly defined processes which will enable an issue to be escalated to the relevant management level within the organisation.

If you escalate an issue, the Supplier will handle it in accordance with the following Management Escalation procedure:

1. The Supplier will provide an action plan for resolution.
2. Additionally, the Supplier will escalate the reported problem within its management structure, as follows:

Escalation 1 –Manager

The first point of escalation is to the Manager who will decide on ownership of the incident, this may be reassigned to another engineer or direct escalation to the relevant third party, or it could be internally to the Supplier's Technical Service Team. The Customer will be informed of the incident escalation.

Escalation 2 –Director

In the event of prolonged downtime, the Director will be informed. If the problem can be determined to a manufacturer fault, the manufacturer will be informed to pass judgement on the problem.

Escalation 3 – Operations Director

In the event of further prolonged downtime, the Operations Director will be informed, as final point of escalation to resolve, via internal and external parties.

Technical Escalation Procedure

Issues of a technical complex nature can be escalated to the Technical Support Team by the support engineer.

Once assigned to the Technical Service Team, they will work with the support engineer and the Customer and, if required, the relevant third party to obtain a resolution or workaround as soon as is practical.

If the problem can be determined to be a manufacturer fault, the manufacturer will be informed to pass judgement on the problem.

Complaints

The Supplier strives to maintain a high standard of service, with customer satisfaction our priority. Despite this, we accept that sometimes things do go wrong and when they do, we want to put them right as quickly as possible. We encourage customers to make us aware of any complaint they may have with our service. All complaints are taken extremely seriously and will be fully investigated. A member of the Supplier's Customer Care team will use all reasonable endeavours to ensure that each complaint is resolved as quickly and efficiently as possible.

Fault Reporting

Problem calls are best reported directly to our Technical Support Helpdesk, using phone or email.

Phone: +44 (0) 3308185000 (option 2,2,3)

The Technical Support Helpdesk is open during the Support Hours which are determined by the Maintenance Level, as detailed further in the Schedule to this Agreement.

Email: service@radiusconnectsolutions.com

Please be aware that calls logged via email will be responded to in business hours only.

Schedule: Maintenance Services

This schedule sets out the scope of the Maintenance Services.

1. In addition to the Definitions and Interpretations provisions at clause 1 of the Terms, the following definitions shall apply to this Schedule:

Bolt On is a chargeable addition to the Network Care Level;

Enhanced Hardware Replacement means that for the lifetime of the Agreement under which Equipment is supplied by the Supplier, the Supplier will replace Faulty Equipment;

Faulty Equipment means Equipment that is deemed to be beyond repair, determined solely at the Supplier's discretion;

FTTP is Fibre to the Premises – Fibre broadband;

Health Checks is a pre-emptive performance and usage check through the router and broadband connection to ensure optimal performance;

Manufacturer Warranty means the warranty provided by the Equipment manufacturer;

Network Care Level is the SLA offered by the Network Supplier for resolution of faults as defined in table 3(c). These may be included in tariff or upgraded by additional purchase (a "Bolt On");

Out of Hours Support means the support available at the hours outside of the Support Hours for each maintenance level;

Outages Support means remote technical support for fault diagnostics and troubleshooting, provided only in response to a supplier outage that affects the Customer's telecommunications services provided by the Supplier;

Priority Hardware Replacement means that for the lifetime of the Agreement under which Equipment is supplied by the Supplier, the Supplier will use reasonable endeavours to replace Faulty Equipment within 24 hours of the Supplier deeming the Equipment is beyond repair;

Proactive Monitoring means active monitoring and troubleshooting of a System;

Radius Broadband Protect are Maintenance Services available in conjunction with UC Hosted Services, as defined in the Order Form. The Maintenance Levels will be either Standard Support, Enhanced Support, or Premium Support, the scope of which is set out in paragraph 3(b);

Radius UC Protect are Maintenance Services available in conjunction with UC Hosted Services, as defined in the Order Form. The Maintenance Levels will be either Standard Support, Enhanced Support, or Premium Support, the scope of which is set out in paragraph 3(a);

Remote Complex Changes means any remotely delivered configuration changes, modifications, or additional works requested by the Customer that require technical expertise, extended engineering effort, detailed planning, or coordinated change management due to their scope or impact;

Remote Routing & User Changes includes changes performed remotely to the router including password resets, opening ports and port forwarding, and changes performed remotely to the user, including simple user changes, i.e. name changes, group membership, password resets;

Remote Support means fault diagnostics and troubleshooting performed remotely, (i.e. not performed physically by an engineer at the Site);

Service Reviews means regular technical service reviews on request or as part of another established review period;

Site Visits refer to a Supplier engineer or third-party engineer engaged by the Supplier to attend a Site to inspect, diagnose, troubleshoot or resolve an issue;

SOGEA means Single Order Generic Ethernet Access – Broadband;

Support Hours means the hours where the Maintenance Services will be available;

Target Clearance Time means the target time that the Supplier will endeavour to resolve a relevant issue

in;

Urgent Changes means remote configuration changes that are urgently required to provide business continuity to the Customer and can't wait until the next Business Day.

2. UC Hosted Maintenance Services

The below table outlines the Maintenance Levels available as part of Radius UC Protect.

Radius UC Protect Maintenance Levels			
	Standard Support	Enhanced Support	Premium Support
Support Hours	9:00 - 17:00 (Business Days) Remote Support covering fault diagnostics & troubleshooting	8:30 - 17:30 (Business Days) Remote Support covering fault diagnostics & troubleshooting	8:30 - 17:30 (every day) Remote Support covering fault diagnostics & troubleshooting
Out of Hours Support	Not Included	Outages Support	Urgent Changes & Outages Support
Site Visits for fault diagnostics & troubleshooting	£199 incl. the first hour per incident	£99 incl. the first hour per incident £0 if all our equipment	£0 up to 2 hours on site per incident - if all our equipment
Hardware Replacement	Manufacturer Warranty only	Enhanced Hardware Replacement	Priority Hardware Replacement (Within 24hrs target)
Remote Routing & User Changes	Included with a 7-day SLA target	Included with a 2-day SLA target	Included with a 8-hour SLA target
Remote Complex Changes	£49 incl. 60min	£29 incl. 60min	£0 up to 2 hours
Service Reviews	Not included	yearly Health Checks	quarterly Health Checks

3. Radius Broadband Maintenance Services

(a) Maintenance Services for broadband Services under an Agreement may include:

- i) Broadband Protect; and/or
- ii) Network Care Levels;

(b) The below table outlines the scope of the maintenance levels available as part of Radius Broadband Protect.

Radius Broadband Protect			
	Standard Support	Enhanced Support	Premium Support
Support Hours	09:00 - 17:00 (Business Days) Remote Support covering fault diagnostics & troubleshooting	08:30 - 17:30 (Business Days) Remote Support covering fault diagnostics & troubleshooting	8:30 - 17:30 (every day) Remote Support covering fault diagnostics & troubleshooting
Out of Hours Support	Not Included	Outages Support	Urgent Changes & Outages Support
Site Visits for fault diagnostics & troubleshooting	£199 incl. the first hour per incident	£99 incl. the first hour per incident £0 if all our equipment	£0 up to 2 hours on site per incident - if all our equipment
Hardware Replacement	Manufacturer Warranty only	Hardware Replacement	Priority Hardware Replacement (Within 24hrs target)
Remote Routing & User Changes	Included with a 7-day SLA target	Included with a 2-day SLA target	Included with a 8-hour SLA target
Remote Complex Changes	£49 incl. 60min per incident	£29 incl. 60min per incident	£0 up to 2 hours per incident
Service Reviews	Not included	yearly Health Checks	quarterly Health Checks

Proactive Monitoring	No	Yes	Yes
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(c) The below table outlines the scope of the Network Care Levels.

Network Care Levels				
	Basic Care	Standard Care	Enhanced Care	Premium Care
Support Hours	08:00-17:00 (Business Days)	08:00-17:00 (Business Days)	24/7	24/7
Target Clearance Time	72 hours	48 hours	24 hours	8 hours
In tariff or chargeable?	Provided in tariff for SOGEA Services (as identified in the Order Form)	Provided in tariff for FTTP Services (as identified in the Order Form)	Chargeable as a Bolt-on	Chargeable as a Bolt-on