

Supplementary Terms and Conditions for the Sale or Rental of Goods

1. PRICES

- 1.1 The prices for Goods or Rented Equipment are those set out in the Order subject to the provisions of clause 3.2 hereof.
- 1.2 Raw shall at any time be entitled to increase the prices for Goods or Rented Equipment set out in the Order:
 - 1.2.1 Should Customer alter its specification or instructions after the date of Order or Raw otherwise has to alter, modify or otherwise carry out work on any Goods or Rented Equipment;
 - 1.2.2 Should there be any increase in the cost to Raw of purchasing any goods or materials by reason of any foreign or currency fluctuations, alterations in any taxes or duties, variations in the cost of raw materials or components or labour or transport or by reason of any other cause whatsoever beyond the reasonable control of Raw.
- 1.3 All prices quoted by Raw are ex-works and are exclusive of Value Added Tax and other taxes, duties and other impositions and Customer shall pay all taxes, duties and other government charges in respect of the Goods or Rented Equipment at the rate ruling at the tax point, together with transport costs for delivery of the Goods or Rented Equipment to Customer.

2. RENTAL OF EQUIPMENT

- 2.1 Rented Equipment shall at all times remain the property of Raw.
- 2.2 Without prejudice to any of its other rights, Raw may recover or resell the Rented Equipment supplied and its servants or agents may enter upon Customer's premises for that purpose if:
 - 2.2.1 Any payment due by Customer to Raw is overdue in whole or in part; or
 - 2.2.2 If Customer convenes a meeting of its creditors or if a Order shall be made for a voluntary arrangement within Part 1 of the Insolvency Act of 1986 or a Order for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the other is unable to pay its debts within the meaning of the Section 123 of the Insolvency Act 1986, or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or if a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
 - 2.2.3 Raw has reasonable grounds to believe that Customer is insolvent or that Raw's right to receive rental payment or its interest in the Rented Equipment is or is likely to be in jeopardy; or
 - 2.2.4 Customer ceases or threatens to cease to carry on trading; or
 - 2.2.5 Customer is in breach of any provision of these conditions.
- 2.3 In the event of a malfunction of the Rented Equipment Raw shall at its sole discretion either repair the defective equipment or replace the defective equipment with equipment of equal or greater functional specification.
- 2.4 Customer undertakes to:
 - 2.4.1 only use the Rented Equipment in conjunction with the services for which it has been provided;
 - 2.4.2 store the Rented Equipment in a manner that makes it readily identifiable as the Rented Equipment;
 - 2.4.3 keep the Rented Equipment properly insured for not less than its Contract value;
 - 2.4.4 obtain and pay for all necessary licences, consents and approvals required for the installation and operation of the Rented Equipment;
 - 2.4.5 notify Raw promptly of any faults in, loss of or damage to the Rented Equipment;
 - 2.4.6 pay Raw by way of damages the Contract price for the Rented Equipment and any additional losses incurred by Raw in the event of loss of or damage to the Rented Equipment.
- 2.5 Customer undertakes not to:
 - 2.5.1 pledge the Rented Equipment or documents to title thereon, or allow any credit to arise thereon;
 - 2.5.2 dispose of the Rented Equipment or documents of title thereon or any interest therein; or
 - 2.5.3 hold itself out as Raw's agent in respect of the Rented Equipment; or
 - 2.5.4 repair, modify or otherwise maintain, or allow any other party to do same to the Rented Equipment.
- 2.6 On termination of this Agreement, howsoever occasioned Customer shall:
 - 2.6.1 return the Rented Equipment to Raw in good condition, subject to reasonable wear and tear;
 - 2.6.2 remain liable for the Rented Equipment until such time as it has been delivered to Raw;

- 2.7 In the event that the Rented Equipment is not returned to Raw or is returned damaged, Raw shall be entitled to charge Customer, by way of damages, the Contract price for the Rented Equipment and any additional losses incurred by Raw.

3. PAYMENT

- 3.1 Payment for Goods is due within thirty days of the date of Raw's invoice, except that in the event that a different period is set out on Raw's invoice, payment is due within such period.
- 3.2 Raw shall be entitled, at its sole discretion, to request payment for Goods prior to the despatch of such Goods to Customer.
- 3.3 If Raw allows provisional credit or extends credit in respect of any part of the Goods, it shall be without prejudice to its right to refuse to give up possession of any other part of the Goods except against payment.
- 3.4 Where the Goods are to be supplied or payment therefore is to be made by instalments the failure of Customer to pay any of the instalments in due time shall entitle Raw to treat such failure as repudiation of the whole Contract with Customer and to recover damages incurred as a result of said breach of Contract.
- 3.5 If payment is overdue in whole or in part then the whole of any amounts outstanding to Raw shall immediately become payable whether or not such monies should have been payable at that time but for the provisions of this sub-clause.
- 3.6 Time of payment by Customer is of the essence for this Contract.

4. WARRANTY

- 4.1 Raw warrants that the Goods are free from any material defect in workmanship and materials for a period of one year from the date of invoice, unless otherwise stated in the Order, or other applicable agreement, but Raw's liability under this warranty shall be limited to making available free of charge the labour and materials required to make good any such defects or (at Raw's sole discretion) replacing the defective Goods. Raw's liability under this warranty is also conditional upon the following:
- 4.1.1 The Goods not having been subjected to any abnormal or improper use or modification by Customer;
- 4.1.2 The Goods having been properly stored and used by Customer;
- 4.1.3 The Goods not having been damaged by Customer whether by accident, neglect, failure to follow instructions concerning the use of the Goods, whether given in any documents supplied with the Goods or otherwise, or failure to follow the specified maintenance schedule provided with the Goods;
- 4.1.4 The defect not arising from normal wear and tear;
- 4.1.5 Written notice being given to Raw within five Working Days of the discovery of the defect.
- 4.2 With respect to third party goods:
- 4.2.1 Raw's only warranty to Customer is that such goods are free of any rightful claims of their manufacturer. To the extent that any warranties extended to Raw by their manufacturer are transferable, Raw shall transfer such warranties to Customer.
- 4.2.2 Raw cannot pass onto Customer any greater warranty in respect of the Goods than that which has been conferred on Raw under the terms of Raw's agreement with its own Raw.
- 4.3 Subject to clause 11, the warranty contained in sub clauses 3.1 and 3.2 is given in lieu of and shall be deemed to exclude all other warranties and conditions, whether express or implied and whether arising by common statute or otherwise.
- 4.4 Where Customer gives notice to Raw within the terms of sub-clause 3.1.5 then Customer shall return the Goods to the location specified by Raw for the purpose of repair under warranty. Customer shall pay for packaging and carriage and such carriage will be at Customer's risk.

5. TECHNICAL INFORMATION

- 5.1 Raw shall be under no liability whatsoever resulting from or arising out of or in connection with or in relation to any statement made by any of its employees, servants or agents or contained in any document before the Contract between Raw and Customer unless Raw gives notice in writing to Customer that it intends to rely on any such statement or document.
- 5.2 Without prejudice to the generality of sub-clause 5.1:
- 5.2.1 any description contained in any catalogue, sample price lists or other advertising material supplied by Raw is intended merely to present a general picture of the goods sold by Raw and shall not form a representation to Customer or become part of any contract for sale of goods made between Raw and Customer;
- 5.2.2 Raw makes no warranty express or implied concerning any advice or recommendation made to it by Customer.

- 5.3 Where Customer is a consumer or deems as a consumer within the meaning of the Unfair Contract Terms Act 1977, the exclusions contained in sub-clause 5.2 shall apply only so far as they do not conflict with the terms implied in sections 13, 14 and 15 of the Sale of Goods Act 1977 relating to correspondence of goods with description, quality or fitness for purpose and sales by sample.

6. DELIVERY

- 6.1 Where Goods or Rented Equipment are to be delivered by Raw to Customer, such Goods shall be delivered to the location set out in the Order. Unless it is otherwise agreed in writing, such Goods shall be delivered by any means chosen by Raw.
- 6.2 Raw shall make reasonable endeavours to avoid delay but no responsibility is undertaken for meeting any specific delivery dates. Accordingly no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery whether brought about by a cause beyond the control of Raw or not.
- 6.3 Raw shall be entitled to deliver the Goods or Rented Equipment in one or more consignments unless otherwise agreed.
- 6.4 Customer shall inspect the Goods immediately on delivery thereof and shall within two Working Days from such delivery give Raw notice of any matter or thing by reason whereof Customer may allege that the Goods are not in accordance with the Contract or are defective in material or workmanship. If Customer fails to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any defect which would be apparent on any reasonable examination and Customer shall be deemed to have accepted the Goods accordingly. In the event that Customer establishes to Raw's reasonable satisfaction that the Goods are not in accordance with the Contract or are so defective, Raw may elect to repair the Goods or to replace the Goods or to refund the purchase price against the return of the Goods.
- 6.5 Where Goods or Rented Equipment are damaged in transit Customer shall notify both Raw and the carrier of the loss or damage within two Working Days of the delivery.

7. PASSING OF RISK

- 7.1 The Goods shall be at Customer's risk from the time of delivery of the Goods to Customer.
- 7.2 Where Goods are to be collected by Customer, the Goods shall be at Customer's risk from the time of collection of the Goods.
- 7.3 Raw shall not be liable for any loss of any kind to Customer arising from any damage to the Goods occurring after the risk has passed to Customer howsoever caused, nor shall any liability of Customer to Raw be diminished or extinguished by such loss.

8. RETENTION OF TITLE

- 8.1 The Goods agreed to be sold shall remain the property of Raw until all sums due to Raw have been paid in full.
- 8.2 Without prejudice to any of its other rights, Raw may recover or resell the Goods supplied and its servants or agents may enter upon Customer's premises for that purpose if:
- 8.2.1 Any payment due by Customer to Raw is overdue in whole or in part; or
- 8.2.2 If Customer convenes a meeting of its creditors or if a Order shall be made for a voluntary arrangement within Part 1 of the Insolvency Act of 1986 or a Order for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the other is unable to pay its debts within the meaning of the Section 123 of the Insolvency Act 1986, or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or if a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).
- 8.2.3 Raw has reasonable grounds to believe that Customer is insolvent or that Raw's right to receive payment or its interest in the Goods is or is likely to be in jeopardy; or
- 8.2.4 Customer ceases or threatens to cease to carry on trading; or
- 8.2.5 Customer is in breach of any provision of these conditions.
- 8.3 Until such time as Customer becomes the owner of the Goods supplied it will store the Goods on its premises separately from its own goods in a manner which makes them readily identifiable as the Goods.
- 8.4 Until property in the Goods has passed to Customer hereunder Customer shall not:
- 8.4.1 Pledge the Goods or documents to title thereon, or allow any credit to arise thereon; or
- 8.4.2 Dispose of the Goods or documents of title thereon or any interest therein ; or
- 8.4.3 Hold itself out as Raw's agent in respect of the Goods.
- 8.5 Until such times as Customer becomes the owner of the Goods supplied to it, Customer will keep the Goods properly insured for not less than their Contract value.

9. USE OF GOODS

- 9.1 Where any items comprised in the Goods have been purchased by Customer other than for the purposes of resale, Customer shall bring to the attention of all persons using the same all of Raw's instructions and recommendations for use packed by Raw with the Goods or referred to in Raw's catalogues or brochures or which Raw has notified to Customer. Further if any such items are to be used at work, Customer shall take such steps as are necessary to ensure that there will be available in connection with the use of the same at work adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.
- 9.2 Customer shall not remove any label affixed to the Goods referring any user thereof to Raw's instructions and or recommendations for use.
- 9.3 If any item comprised in the goods is resold by Customer, Customer shall bring to the attention of its purchaser all of Raw's instructions / recommendations for use packed by Raw with the Goods or referred to in Raw's catalogues or brochures or which Raw has notified to Customer. Further on such resale Customer shall exact an enforceable undertaking from its purchaser not to remove any label affixed to the Goods referring any user thereof to Raw's instructions and or recommendations for use and if the Goods are to be used at work, that such purchaser shall take such steps as are necessary to ensure that there will be available in connection with the use of the Goods at work adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.
- 9.4 Where the Goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by Customer, Customer represents and warrants to Raw that Customer has or will have satisfied itself that all necessary tests and examinations have been made or will be made prior to the Goods being brought into use to ensure that the Goods are designed, constructed and operational so as to be safe and without risk to the health and safety of workmen or others using the same and that it will take such steps as are necessary to ensure that there will be available in connection with the use of the Goods at work adequate information about the use for which they were designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.
- 9.5 Customer shall indemnify and keep indemnified Raw on a continuing basis against all actions, suits, claims, demands, losses, charges costs and expenses which Raw may suffer or incur in connection with any claim or third party alleging the facts which if established would indicate a breach of the undertakings, representations and warranties on the part of Customer contained in this clause 8 or which if established would indicate a breach by any purchaser from Customer of any undertaking, which Customer is required in this clause 9 to exact from such purchaser.

10. CANCELLATION

- 10.1 No cancellation, alteration, amendment or postponement of delivery of all or part of its order by Customer shall be effective unless communicated in writing to Raw and agreed in writing by Raw.
- 10.2 Upon any such cancellation Raw shall be entitled to be paid the price of the Goods manufactured or supplied to the date of the cancellation and Customer shall take over and pay for at the current price such materials as have been allocated by Raw to the Contract.

11. COMPUTER SOFTWARE

- 11.1 All Software shall be supplied to Customer for use under the terms of the licence granted by the owner of the Software to Customer and all intellectual property and title and the rights in the Software shall remain vested in any third party owning such property, title and rights.
- 11.2 Any warranty or guarantee given by Raw in respect of the Software shall be strictly limited to the medium of storage and Raw shall not be liable in respect of any loss or damage occasioned to the Software itself or consequential upon the use of the Software for any purpose.

12. EXCLUSION OF LIABILITY

- 12.1 Save as otherwise specified in these conditions of sale and save as herein expressly set out the Goods are not supplied with or subject to any condition, warranty or other term whether express or implied unless specifically stated by Raw in writing and except for the term implied by section 12 of Sale of Goods Act 1979.
- 12.2 Where Customer deals as a consumer within the terms of Section 12 of the Unfair Contract Terms Act 1977 or under the Unfair Terms in Consumer Contracts Regulations 1994 Customer shall have the benefit of the terms implied by Sections 13 (correspondence with description), 14 (satisfactory quality and fitness for purpose) and 15 (sale by sample) of the Sale of Goods Act 1979.
- 12.3 In no circumstances except under clause 4 above and save for:
- 12.3.1 Any liability arising under Part 1 of the Consumer Protection Act 1987 shall be Raw's liability whether in contract or in respect of any negligence or otherwise to Customer arising under or out of or in connection with any contract for the supply of Goods exceed the cost to Customer in replacing or

repairing the said Goods. Except in any case where a claim is made under Section 12 of the Sale of Goods Act 1979 or where clause 11.2 applies, Raw shall not be under any liability for any cost or expenses incurred by Customer in repairing or replacing the said Goods unless Raw is first afforded a reasonable opportunity of repairing or replacing them provided that Customer shall be entitled to effect such repairs or replacements before affording such an opportunity as may be reasonably necessary to prevent any consequential loss or damage to Customer.

- 12.4 Customer shall indemnify Raw and keep Raw indemnified on a continuing basis from and against all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection herewith arising from the condition or use of the Goods in the event and to the extent of that damage, injury or loss shall have been occasioned partly or wholly by the carelessness of Customer, its servants or agents and any breach by Customer of its obligations to Raw hereunder.

13. PATENTS, TRADEMARKS, ETC

- 13.1 The Goods are sold subject to the rights of any person, whether in respect of any patent, trade mark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods in any part of the world; and Customer will in this respect accept such title to the Goods as Raw may have.
- 13.2 Where the Goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by Customer, Customer represents and warrants to Raw that the Goods as so designed or configured and/or the processes so used do not infringe the rights of any persons, whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods or the use of such processes in any part of the world. Customer shall indemnify Raw and keep Raw indemnified on a continuing basis from and against all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses which Raw may suffer or incur in connection with any claim by which any third party alleging facts which if established would indicate a breach of the representations and warranties in this sub-clause

14. TERMINATION

- 14.1 If Customer fails to take and pay for Goods sold in accordance with the Contract Raw shall be entitled to treat the Contract as repudiated. Without prejudice to Raw's right to recover from Customer by way of damages any loss or expense which Raw may suffer or incur by reason of Customer's default and Raw shall be entitled to dispose of the Goods as he shall think fit and shall not be under any liability to account to Customer for the price received therefore or otherwise.
- 14.2 Raw shall be entitled immediately to terminate the Contract at any time upon occurrence of any of the events specified in clause 8.2. Upon any such termination Raw shall be entitled to be paid the price of the Goods manufactured or supplied to the date of the cancellation and Customer shall take over and pay for at the current price such materials as have been allocated by Raw to the Contract.

15. FINANCE

In the event that Customer requests Raw to arrange finance for the purchase of Goods on Customer's behalf, Customer agrees that:

- 15.1.1 Raw will act as an agent for Customer and for the avoidance of doubt, not for the finance provider;
- 15.1.2 in the event that Raw is unable to procure finance terms or is unable to procure finance terms that are acceptable to Customer, this Agreement shall be terminated and any deposit made by Customer shall be returned by Raw and Customer will have no further liability under the terms of this Agreement;
- 15.1.3 in the event that Customer fails to provide third party indemnities that are required by the finance provider, such failure will be deemed to be a breach of this Agreement and the Agreement will be terminated forthwith and Raw shall be entitled to retain any deposit made by Customer;
- 15.1.4 In the event that Customer fails to finalise the finance agreement or fails to commence payment under the terms of the finance agreement, Customer shall forthwith become liable for the full cost of the Goods supplied under the terms of this Agreement.

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General Terms and Conditions

1. DEFINITIONS

- 1.1 'Schedules' means the schedules attached hereto.
- 1.2 'Goods' means the goods that are the subject matter of the Contract sold by Raw to Customer.
- 1.3 'Rented Equipment' means Goods that shall be rented to Customer and to which Raw shall retain title.
- 1.4 'Loan Equipment' means Equipment that is loaned to Customer by Raw under the terms of this Agreement, to which Raw shall retain title.
- 1.5 'Services' means services provided to Customer by Raw under the terms of this Agreement.
- 1.6 'Service Component' means an individual component of the Services which is separately itemised on the Order and described in the Schedules.
- 1.7 'Order' means the order form attached hereto which sets out the Goods to be supplied and summary of Services to be delivered hereunder.
- 1.8 'Service Schedule' means the schedule attached hereto which sets out the detailed services to be provided and any applicable service levels.
- 1.9 'Supplement' means service-specific supplementary terms and conditions and its associated Service Schedule.
- 1.10 'Agreement' means these General Terms and Conditions and any engrossed Order(s), Supplement(s) and Schedules.
- 1.11 'General Terms' means these General Terms and Conditions
- 1.12 'Tariff' means the document that lists prices and charges, as amended from time to time and made available by Raw on request.
- 1.13 'Confidential Information' means information, documentation, know-how, data, diagrams, specifications or other materials (written or oral), belonging to the other and concerning the business and affairs of the other.
- 1.14 'Working Day' means 9.00am to 5.00pm Monday to Friday, excluding Bank and Public Holidays.
- 1.15 'Working Hour' means any hour within the Working Day.
- 1.16 'Equipment' means telephony and computational hardware, including telephone handsets, workstations, servers, routers and switches.
- 1.17 'Software' means any software provided by Raw to Customer or its End Users pursuant to this Agreement or used by Raw to provide the Service including any software in the Raw Equipment.
- 1.18 'Minimum Term' means the initial term of this Agreement, set out in the Order attached hereto.
- 1.19 'Applicable Service' means a Service or part thereof for which Raw makes an express commitment in relation to performance and sets out remedies in the event of failure to meet such commitment.
- 1.20 'Service Credit' means credit applied to Customer's account to be used as credit against future invoices.
- 1.21 'RFS Date' (Ready For Service Date) means the date from which the Services are available for use by Customer, as notified by Raw.
- 1.22 'Intellectual Property' means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or able to be registered and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.
- 1.23 'Direct Customer' means a customer who has directly placed the Order for Goods or Services with Raw.
- 1.24 'Indirect Customer' mean a customer who has placed the Order for Goods or Services with a reseller of Raw's services.

2. THE PARTIES

The parties to this Agreement are (I) Raw Ltd ('Raw'), whose registered office is at Manvers House, Pioneer Close, Wath Upon Dearne, South Yorkshire S63 7JZ and (II) Customer, whose name and place of business are set out on the Order

3. GENERAL

In this Agreement:

- 3.1 The words 'including' and 'includes' when followed by particular examples shall be construed as illustrative and not exhaustive.
- 3.2 Words of a technical nature shall be construed in accordance with the relevant common usage in the information technology industry in the United Kingdom.
- 3.3 References to a 'person' includes an individual, a body corporate and an unincorporated body of persons.
- 3.4 References to the singular includes the plural and vice versa.
- 3.5 Headings to clauses have been inserted for convenience of reference only and should not be construed as forming part of this Agreement.
- 3.6 A reference to a statute, statutory provision, order, regulation instrument or other subordinate legislation is a reference to that statute, statutory provision, order, regulation, instrument or other subordinate legislation and amendments and re-enactments made to such from time to time.
- 3.7 In the event of a conflict between the terms set out in each of the Order, these General Terms and Conditions and terms and conditions set out in the Supplement(s), the following order of precedence shall apply:
 - 3.7.1 The terms in the Order;
 - 3.7.2 The terms in the Supplement(s) and attached Schedules;
 - 3.7.3 The terms of these General Terms and Conditions.

4. COMMENCEMENT AND TERM

This Agreement shall be deemed to come into effect on the Commencement Date set out in the Order and shall run until the RFS Date and then from the RFS Date for the Minimum Term set out in the Order. Thereafter, this Agreement shall either continue to run or terminate in accordance with the terms of the applicable Supplement.

5. RAW'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by Customer of its obligations hereunder, Raw shall:

- 5.1 Immediately notify Customer when it becomes aware of the RFS Date or any subsequent change thereto.
- 5.2 Provide the Services set out in the Schedule(s), subject to any Service Limitations set out in the Order, including:
 - 5.2.1 delivery and if set out in the Order, installation of pre-configured Equipment at Customer's site(s), set out in the Orders attached hereto;
 - 5.2.2 provision of training in the use of the Equipment and Services as appropriate;
 - 5.2.3 responding to fault reports made by Customer and make reasonable endeavours to repair any fault in the Services or directly caused by Raw, its employees, agents, subcontractors or suppliers, according to the service level or targets set out in the Schedule.
- 5.3 Warrant that it and its suppliers hold and shall continue to maintain all licences, authorisations, approvals and consents necessary to allow Raw and its supplier to provide the Services.
- 5.4 Being engaged by Customer for its professional expertise, Raw warrants that the Services shall be performed by competent staff, exercising a reasonable level of skill appropriate to their responsibilities.
- 5.5 Undertake to make good any failure to perform the Services arising from a failure of Raw, its employees, subcontractors or suppliers at no charge to Customer.

- 5.6 Without prejudice to its other obligations or responsibilities, shall ensure that when any of its obligations are performed on Customer's premises all rules and instructions in force and published thereat are complied with.
- 5.7 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Raw may place on the Services.
- 5.8 Take full ownership of incidents properly reported to Raw and will maintain ownership until the incident is resolved.
- 5.9 Work directly with its suppliers in the event that such suppliers are involved in the resolution of particular incidents.
- 5.10 Raw recognises that the Services may be used in conjunction with services, software and equipment that may be provided and maintained by third parties (i.e. suppliers other than Raw and its suppliers):
 - 5.10.1 whilst Raw cannot assume responsibility for the repair of any third party faults, it will however assist Customer in the tracing and identification of problems incurred by Customer which prove not directly attributable to the Services;
 - 5.10.2 where it is appropriate, Raw will also take reasonable steps to demonstrate to a third party supplier where the fault lies;
 - 5.10.3 in the event that such fault(s) are shown not to result from the Services, Raw shall be entitled to charge Customer for work carried out, at its prevailing rates.
- 5.11 Raw will, at the commencement of this Agreement provide a target time-scale for the RFS Date and make reasonable endeavours to provide Services by such date.
- 5.12 Raw shall make reasonable endeavours to ensure that it and its suppliers provide sufficient resources to perform their respective obligations under the terms of this Agreement.

6. CUSTOMER'S OBLIGATIONS

During the term of this Agreement and subject to the performance by Raw of its obligations hereunder, Customer shall:

- 6.1 Place calls for support services using the designated telephone number, email-address or web portal as notified to Customer on commencement of this Agreement.
- 6.2 Provide suitably qualified personnel for such times as may be reasonably required by Raw:
 - 6.2.1 to give Raw information and assistance in identifying and correcting any malfunctions;
 - 6.2.2 to receive and execute the appropriate corrective measures (or other instructions in relation to this Agreement) given by Raw;
 - 6.2.3 to carry out diagnostic tests on the Equipment as requested by Raw.
- 6.3 Allow Raw proper access Customer's premises and a suitable, safe working environment during the Working Day as may be reasonably requested.
- 6.4 Provide and prepare a suitable place for the installation of Equipment necessary for the delivery of the Services (including availability of electrical supply and connection points) in accordance with Raw's reasonable instructions.
- 6.5 In the event that Raw has to install Equipment at a third party's site, Customer shall seek all necessary permissions prior to Raw gaining access to the site.
- 6.6 Following Raw's installation of Equipment at Customer's site, Customer shall be responsible for replacing items of furniture and any necessary redecoration.
- 6.7 In the event that Equipment is loaned to Customer to enable the delivery of the Services, Customer agrees:
 - 6.7.1 that title to the Loan Equipment shall at all times remain with Raw or its supplier;
 - 6.7.2 not to move, modify, add to or interfere with the Loan Equipment, nor permit any third party to do the same;
 - 6.7.3 that all instructions relating to the Loan Equipment are complied with;
 - 6.7.4 that it shall be liable for any damage to or loss of the Loan Equipment;
 - 6.7.5 that the Loan Equipment is adequately insured and shall, if requested, provide to Raw evidence of such;

- 6.7.6 allow Raw to modify, upgrade or replace Loan equipment as reasonably requested by Raw;
- 6.7.7 that on termination of this Agreement, or at any other time when reasonably requested the Loan Equipment shall be returned to Raw.
- 6.8 Ensure that the use of the Services complies with the acceptable use clauses set out in this Agreement.
- 6.9 Indemnify Raw against all claims made by third parties arising from faults in the Service.
- 6.10 Indemnify Raw against all claims for non-performance of services provided under agreements with third parties even if Raw invoices Customer for such services.
- 6.11 Ensure that the existence of this Agreement does not breach the terms of any agreement made between Customer and any other party for the supply of similar Services.
- 6.12 Disclose to Raw any facts that are known or potential issues that are suspected which might have a material impact on the implementation of the Services
- 6.13 In the event of a failure or interruption to the Services which has been investigated and or repaired by Raw and found to be caused by Customer or a third party, pay any charges levied by Raw in respect of the work carried out.
- 6.14 Warrant that it holds and shall continue to maintain all licences, authorisations, approvals and consents:
 - 6.14.1 necessary to allow it to use the Services;
 - 6.14.2 necessary for any data, including documentation, software or data which may be supplied to Raw for the purpose of assisting with the provision of the Services.

7. CONFIDENTIALITY

- 7.1 Each of the parties to this Agreement agrees to use Confidential Information solely for the purposes of executing this Agreement and for the evaluation of future products and services. Neither party shall disclose Confidential Information except when it is deemed that such disclosure is required to execute this Agreement, in which case the disclosing party will obtain binding commitment from the receiving party to keep such information confidential.
- 7.2 Each of the parties to this Agreement shall, and procure that its staff, agents, regulators and subcontractors shall, keep confidential all Confidential Information that it shall have obtained as a result of the discussions leading up to or entering into or performance of this Agreement except:
 - 7.2.1 to the extent that it can be shown that the information is publicly available other than through a breach of this Agreement;
 - 7.2.2 to the extent that it can be shown that the information was lawfully in its possession prior to the date of its disclosure by any other party;
 - 7.2.3 to the extent that the receiving party may have received the information from a third party without (bona fide) restriction as to disclosure;
 - 7.2.4 where the receiving party receives or has received written consent to such disclosure from the party entitled to such information;
 - 7.2.5 to the extent that the receiving party may be required by law to make such disclosure;
 - 7.2.6 to the extent that it can be shown that such has been independently developed by the receiving party;
 - 7.2.7 the parties agree in writing that such need not be kept confidential.
- 7.3 Upon written request from the other party, either party will return to the other all copies of the Confidential Information obtained during the performance of the Agreement within thirty days of such request.
- 7.4 Within thirty days of the date of termination of this Agreement, all Confidential Information and copies thereof shall be returned to the disclosing party, or at the disclosing party's request, destroyed by the receiving party.
- 7.5 Nothing in this clause shall prohibit Raw from supplying the same or similar Goods or Services to other persons.
- 7.6 Without prejudice to any other rights or remedies that the disclosing party may have, the receiving party agrees that if Confidential Information is used, disclosed or threatened to be used or disclosed in breach of this clause 7, the disclosing party shall be entitled, without proof of special damage, seek injunctive relief or other equitable relief for any actual or threatened breach of this clause 7.

7.7 The provisions of this clause 7 shall survive in perpetuity the termination of this Agreement, howsoever occasioned.

8. DATA PROTECTION

8.1 Raw acknowledges that it may have access to and may be entrusted with Personal Data (as defined in the 1998 Data Protection Act) in the provision of the Services.

8.2 Raw agrees that in its capacity of a Data Processor (as defined in the 1998 Data Protection Act) it will not (except as a necessary part of the performance of its obligations in connection with the provision of the Services):

8.2.1 retain any copy, abstract, summary or précis of the whole or any part of such Personal Data;

8.2.2 disclose to any person such Personal Data other than to its suppliers, agents, subcontractors or employees who are placed under the same obligation of confidence and who need access to such Personal Data to facilitate proper performance of their contractual obligations to Raw.

8.3 Raw agrees that in its capacity of a Data Controller (as defined in the 1998 Data Protection Act) it will not (except as a necessary part of the performance of its obligations in connection with the provision of the Services) disclose to any person such Personal Data other than to its agents, subcontractors or employees who are placed under the same obligation of confidence and who need access to such Personal Data to facilitate proper performance of their contractual obligations to Raw.

8.4 Raw shall be entitled, in its capacity of a Data Controller to use such Personal Data and data pertaining to Customer's use of the Services to advise Customer about additional products, services and offers, PROVIDED THAT Customer is a Direct Customer.

8.5 In the event that Customer does not consent to the provisions of sub-clause 8.4, Customer shall be entitled to notify Raw and forthwith upon receipt of such notice Raw shall cease to use such Personal Data and data pertaining to Customer's use of the Services to advise Customer about additional products, services and offers.

8.6 Raw will indemnify Customer against any and all claims and proceedings made or brought against Customer in respect of any alleged breach of this clause provided that such breach was due to the act or omission of Raw, its agents, subcontractors or employees.

8.7 Raw will on demand, deliver to Customer all documents that may be in its possession or in the possession of its agents, subcontractors or employees (including documents prepared by Customer) which may include Personal Data.

8.8 The provisions of this clause 8 shall survive in perpetuity the termination of this Agreement, howsoever occasioned.

9. CHARGES AND PAYMENT

In consideration of the provision of the Services, Customer shall pay the charges in accordance with this Clause 9.

9.1 Raw shall invoice Customer according to the billing period set out in the Order.

9.2 Payments shall be paid by Customer:

9.2.1 Only by Direct Debit for monthly recurring charges;

9.2.2 Within fourteen days of the date of Raw's invoice, in the event that payment is to be made by Direct Debit;

9.2.3 Within thirty days of the date of Raw's invoice in the event that payment is made for Goods or one-off charges by BACS or cheque;

9.2.4 Only by direct debit, BACS or cheque.

9.3 In the event that Raw, at its sole discretion agrees to waive the provision of sub-clause 9.2.1, it shall be entitled to charge an administration fee, as set out in the Tariff, on each non-Direct Debit payment;

9.4 In the event that Customer fails to make any payment in respect of Goods or Services for any reason, including unresolved technical issues and disputed invoices by the due date, Raw shall be entitled to take one or more actions:

9.4.1 Suspend the provision of Services to Customer until such time as the outstanding invoice(s) is/are paid;

- 9.4.2 Charge Customer interest at the rate of 8% above the prevailing Bank of England base rate, on any amount outstanding from the due date to the date of actual payment. Interest shall be applied on a daily basis;
- 9.4.3 Terminate this Agreement and recover from Customer damages for any loss suffered by Raw as a result of such termination
- 9.4.4 Charge an administration fee, as set out in the Tariff, in the event of failure of a direct debit collection.
- 9.5 In the event that during the execution of this Agreement Raw incurs reasonable expenses, Raw shall be entitled to charge Customer at cost for such expenses provided that such provision has been indicated in the Order or otherwise agreed in writing with Customer.
- 9.6 In the event that Raw is requested to provide Goods or Services in addition to those set out in the Order, Raw shall charge Customer for the provision of such Goods or Services at its prevailing rates.
- 9.7 All prices or charges stated or referred to in this Agreement are exclusive of Value Added Tax which shall be charged in addition at the rate ruling at the tax point.
- 9.8 All elements of the charges for Services shall be reviewed by Raw to be effective at the end of the Minimum Term, and each subsequent anniversary thereof:
 - 9.8.1 Provided that no material changes occur in suppliers' charges to Raw, the maximum annual increase in the annual charge will not exceed 10%;
 - 9.8.2 In the event that there is material change to the charges made by Raw's supplier, Raw shall be entitled to pass such costs on to Customer;
 - 9.8.3 Any proposed changes in charges will be notified to Customer in writing not less than ninety days prior to any anniversary.
- 9.9 Notwithstanding the provisions of clause 9.8, Raw shall be entitled to increase its charges for any part of the Services at any time in the event that its suppliers increase their charges due to their increased costs, by providing not less than thirty days notice.
- 9.10 Raw shall be entitled to require that Customer pays a deposit before the commencement of Services:
 - 9.10.1 Raw shall be entitled to apply all or any of the deposit against any unpaid charges at its sole discretion;
 - 9.10.2 Deposits shall not attract interest.
- 9.11 Customer agrees to pay Raw the whole of the amount due without any withholding, deduction, set off or counter-claim.
- 9.12 Raw shall be entitled to offset any monies owed to Customer against any monies owed to Raw.
- 9.13 Invoices shall be deemed accepted by Customer unless a written objection, which clearly identifies the reason for the dispute is received by Raw within ten Working Days of the date of the invoice. In the event that Customer disputes the invoice, the parties shall make all reasonable endeavours to resolve the dispute promptly. In the event that the dispute has not been resolved within fifteen Working Days of the receipt by Raw of Customer's letter, the dispute shall be escalated in accordance with the provisions of Clause 18 of this Agreement.
- 9.14 Raw shall be entitled to correct an invoice issued to Customer for a period of twelve months following the date of the invoice:
 - 9.14.1 Sub-clause 9.14 shall continue in force for a period of twelve months following termination of this Agreement, howsoever occasioned.
- 9.15 In the event that Customer modifies the Order after the Order has been accepted by Raw, Raw shall be entitled to charge Customer for all expenses incurred up to the date of the modification.

10. LIMITATION OF LIABILITY

- 10.1 Customer acknowledges that Raw's obligations and liabilities are exhaustively defined in this Agreement.
- 10.2 Customer agrees and accepts that the express obligations and warranties made by Raw in this Agreement are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, (excluding fraudulent misrepresentations) express or implied, statutory or otherwise relating to the Services provided under or in connection with this Agreement, including (though not limited to) those as to the quality, performance and care and skill used in its provision.

- 10.3 Clause 10.2 does not exclude the warranties as to title, quiet possession and freedom from encumbrance which may be implied by Section 2 of the Supply of Goods and Services Act 1982.
- 10.4 Subject to clause 10.5, but not withstanding anything else in this Agreement, neither party shall accept liability to the other in contract, tort (including negligence) for breach of a statutory duty or otherwise arising under or in connection with this Agreement for, and the other party hereby waives and releases any claims it might otherwise have to be compensated in respect of, any of the following (without limitation):
- 10.4.1 Loss of production, loss of or corruption to data, loss of revenue, loss of profit or of contracts, Loss of operation time, loss of goodwill, loss of business or anticipated savings;
- 10.4.2 any indirect, special or consequential loss or damage;
- even if the party on whose part liability is alleged has been advised of the possibility of such loss or damages. For the avoidance of doubt, the provisions of this clause shall not preclude any claim by Raw for any breach by Customer of any of the provisions of clause 9.
- 10.5 Raw accepts liability for :
- 10.5.1 Death or injury caused by the negligence of Raw, its employees, agents or sub-contractors in the course of their engagement under this Agreement or damage caused by a defective product within the meaning of the Consumer Protection Act 1987 without limit; and
- 10.5.2 Physical damage to or loss of the Customer's tangible property to the extent it results from the negligence of Raw, its employees, agents or sub-contractors within the course of their engagement under this Agreement up to an amount of £5,000,000 annually in respect of each incident or series of connected incidents.
- 10.6 In all other cases not falling within clause 10.5, Raw's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution will not exceed, in any one calendar year the lesser of:
- 10.6.1 The total amount of the charges (including VAT) collected by Raw in relation to the Services in the six month period prior to the date of the event which gave cause to claim;
- 10.6.2 Ten thousand pounds;
- PROVIDED THAT before any such claim is made Raw is given reasonable opportunity to make good the breach giving rise to such claim;
- 10.7 Raw shall not in any event have any liability for non-provision in the provision of Services which:
- 10.7.1 Can be reasonably attributed to the acts or omissions of Customer, its employees, agents or subcontractors including provision of complete, accurate information in a timely fashion to Raw;
- 10.7.2 Can be reasonably attributed to the un-serviceability, un-suitability, mis-configuration or misuse of Customer's equipment which is attached to the Services and is under the control of Customer;
- 10.7.3 Arises from or consequence of use of Raw's Services other than in accordance with the express terms of this Agreement;
- 10.7.4 Occurs during any period during which the Services have been suspended by Raw in accordance with clause 12.
- 10.8 Raw shall not in any event have any liability for non-provision of services arising from a delay to the RFS Date, howsoever caused.
- 10.9 In the event that any exclusion in clause 10.4 is held to be invalid or any reason Raw's liability for loss or damage that may be lawfully limited shall be limited to the aggregate liability set out in clause 10.6.
- 10.10 Except as expressly set out in this Agreement, all conditions, warranties, terms, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise are hereby wholly excluded.
- 10.11 Customer acknowledges and agrees that data transmitted over technology including the public internet, telephony network or any other electronic means cannot be guaranteed to be free from the risk of interception, corruption or loss even if transmitted in an encrypted form, and that Raw shall not be liable for any losses Customer may incur resulting from the interception, corruption or loss of such data, and:
- 10.11.1 Customer shall be responsible for insuring against loss of or damage to data stored or transmitted via the Services; and

10.11.2 Customer shall be responsible for adopting such security measures as are appropriate to protect Customer's systems.

10.12 Customer acknowledges and agrees:

10.12.1 That the allocation of risk contained in this clause 10 is reflected in the price charged for the Goods and Services;

10.12.2 That Raw shall not be liable to Customer in respect of any fraud perpetrated by Customer, its employees, agents and subcontractors, nor any third party howsoever occurring.

10.12.3 That Raw shall not be liable to Customer for any losses, costs or damages whatsoever under this Agreement, where proceedings for such losses, costs or damages are begun one year or more after the occurrence of the breach giving rise to the claim.

10.13 The provisions of this clause 10 shall survive the termination of this Agreement, howsoever occasioned for a period of twelve months.

11. TERMINATION

11.1 This Agreement may be terminated (without prejudice to the terminating party's other rights and remedies) by written notice to the other party:

11.1.1 Forthwith by Raw in the event that Raw's invoice remains unpaid two Working Days after receipt of written notice from Raw to do so.

11.1.2 Forthwith by either party if the other commits any material breach of any terms of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty days of a written request to remedy the same; or

11.1.3 Forthwith by either party if the other convenes a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act of 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the other is unable to pay its debts within the meaning of the Section 123 of the Insolvency Act 1986, or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or if a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or

11.1.4 Forthwith by Customer if Raw makes a change to the provision of the Services which has a material adverse effect on the Services provided under the terms of this Agreement;

11.1.5 Forthwith by Raw in advance of the supply of Services under the terms of this Agreement in the event that Raw's supplier declines to accept Raw's order for the supply of Services;

11.1.6 Forthwith by Raw in the event that Raw or its supplier ceases to be authorised by a competent authority to provide the Services;

11.1.7 Forthwith by either party in the event that the other party ceases to trade;

11.1.8 Forthwith by either party in the event that the other party commits a breach which cannot be remedied;

11.1.9 Forthwith by either party in the event that the other party is repeatedly in material breach of this Agreement;

11.1.10 In accordance with any additional terms of the attached Supplement.

11.2 On termination of this Agreement, Customer shall forthwith return all Rental Equipment and Loan Equipment to Raw.

11.3 Any termination of the Agreement (however occasioned) shall not affect any accrued rights, remedies or liabilities of either party. Nor shall it affect the continuance in force of any provision of this Agreement that is expressly or by implication intended to continue in force after such termination.

12. SUSPENSION OF SERVICES

12.1 Raw shall be entitled to suspend the provision of Services in whole or part, without notice if:

12.1.1 In Raw's reasonable opinion, the Services are being used for activities that are in breach of any acceptable use clause contained in any supplemental terms and conditions attached hereto or any other fraudulent, illegal or wrongful activity, knowingly or otherwise, by Customer;

- 12.1.2 In Raw's reasonable opinion, Customer is in material breach of any other provision of this Agreement;
 - 12.1.3 payments are unpaid by the due date;
 - 12.1.4 Raw is instructed to do so by Government or any other competent authority;
 - 12.1.5 Any consent, wayleave or authority required by Raw or its supplier is withdrawn, revoked or otherwise ceases to have effect.
- 12.2 In the event of suspension of Services under the terms of sub-clause 12.1:
- 12.2.1 Services shall not be provided by Raw until the situation which has given cause to the suspension is resolved by Customer;
 - 12.2.2 Customer shall continue to pay all of Raw's charges in relation to this Agreement during the period of suspension of Services;
 - 12.2.3 in the event that Customer fails to rectify the situation which has given cause to the suspension within thirty days of the commencement of the suspension, Raw shall be entitled to terminate the Agreement under the terms of clause 11.
 - 12.2.4 When Raw is reasonably satisfied that the reason(s) for its suspension of the Services have been addressed, it will re-instate the Services. Raw shall be entitled to charge Customer a reinstatement fee, as set out in the Tariff.

13. PERFORMANCE AND SERVICE CREDITS

- 13.1 Service performance targets that are deemed to be Applicable Services are clearly indicated as such in the service level agreement which is set out in the Service Schedule attached hereto.
- 13.2 Raw commits to ensure that the Applicable Services meet the performance targets set out in the service level agreement.
- 13.3 In the event that Raw does not meet its commitment in relation to an Applicable Service, Customer shall be entitled to claim a Service Credit as set out in the Schedule.
- 13.4 To make a claim for Service Credit, Customer must notify Raw within three days of the beginning of the incident that gives rise to the claim.
- 13.5 The notification of the claim must include:
 - 13.5.1 Company name and contact;
 - 13.5.2 The start and end time for each incident for which a claim is being made;
 - 13.5.3 Clear and accurate evidence to enable Raw to confirm the claim for Service Credit.
- 13.6 Failure to provide the required information as set out in this clause shall invalidate the claim for Service Credit.
- 13.7 In the event of a claim for a Service Credit, Raw shall review such claim and determine at its sole discretion whether or not a Service Credit is due.
- 13.8 Customer acknowledges and accepts that:
 - 13.8.1 Service levels set out in the Schedules are conditional upon Customer allowing Raw unrestricted 24/7 access to its site(s) without prior notice in the event of a malfunction or other failure of the Services;
 - 13.8.2 For certain performance measures, Service Credit eligibility will be based solely on Raw's own measures of core performance of the Services (acting reasonably and in good faith);
 - 13.8.3 It is technically impractical to provide the Services free from faults or interruption and Raw does not give any undertaking to do so. Customer therefore agrees that Service Credits set out for any Applicable Service shall constitute Customer's sole financial remedy for Raw's failure to meet any service level targets set out in the Schedules, and that such financial remedy is full and final satisfaction of Raw's liability for such failure;
 - 13.8.4 Eligibility for payment of Service Credits shall be restricted to the Service Component whose performance fails to meet its target. For the avoidance of doubt, Service Credits shall not be payable for the consequential lack of availability or otherwise of Service Components that are reliant upon the serviceability of the Service Component that has failed to meet its performance target.

- 13.9 In the event that a Service Credit is deemed due, such shall be applied to Customer's account within thirty days of the date of Raw's determination.
- 13.10 The payment of Service Credits is subject to the following limitations:
- 13.10.1 Customer's entitlement to claim Service Credits as provided in this Agreement shall be Customer's sole and exclusive remedy for any failure by Raw to provide the Applicable Services according to the Schedule;
 - 13.10.2 Service Credits are non-refundable and non-transferrable and may only be used as credit against future invoices due in respect of your usage of the Services under the terms of this Agreement;
 - 13.10.3 The aggregate monetary amount of credits payable by Raw in any month shall not exceed 20% of the recurring monthly charge (excluding VAT and usage-based charges).
- 13.11 Service Credits shall not apply following any failure of Raw to provide the Applicable Services due to:
- 13.11.1 Incidents outside of Raw's reasonable control including force majeure events; or
 - 13.11.2 Law enforcement activity; or
 - 13.11.3 Actions of a third party including, including denial of service attacks; or
 - 13.11.4 Suspension or termination of Services by Raw under the Terms of this Agreement; or
 - 13.11.5 Any action or inaction whatsoever by Customer, its employees, agents or subcontractors in connection with the Applicable Services.
 - 13.11.6 Any incident, action or event that occurs before the RFS Date.
- 13.12 Customer shall be ineligible to claim for Service Credits under the terms of this Agreement if:
- 13.12.1 Customer is in breach of any part of the Agreement; or
 - 13.12.2 the Services have been suspended or terminated by Raw under the Terms of this Agreement; or
 - 13.12.3 Invoices issued by Raw are due to be paid but remain outstanding.
 - 13.12.4 Notice to terminate this Agreement has been served by either party and acknowledged by the other; or
 - 13.12.5 Customer has been served notice to remedy a breach of these terms and conditions and such remedy remains un-discharged.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 All Intellectual Property in the Equipment owned or used by Raw, its sub-contractors, agents or suppliers ('Owners') in the performance of this Agreement shall be and will remain vested in the Owners except as expressly provided in this Agreement, Customer shall not acquire any rights, title or interest in or to any Intellectual Property owned or used by the Owners. To the extent to which it is entitled, Raw grants to Customer a non-exclusive licence to use all such Intellectual Property as is required to use the Services in accordance with the terms of this Agreement, until this Agreement is terminated or expires.
- 14.2 All Intellectual Property owned or used by Customer and/or its sub-contractors, agents and suppliers ('Customer Owners') pursuant to this Agreement shall be and will remain vested in the Customer Owners and except as expressly provided in this Agreement, Raw shall not acquire any rights, title or interest in or to any Intellectual Property owned by the Customer Owners.
- 14.3 Raw shall indemnify Customer and keep Customer indemnified against all losses, damages, costs or expenses and other liabilities (including reasonable legal fees) arising from an Intellectual Property rights claim ('IPR Claim') by the Owner of Equipment supplied by Raw under the terms of this Agreement.
- 14.4 Raw's liability under or in connection with sub-clause 14.3 shall be limited to the sum of two hundred and fifty thousand pounds in aggregate.
- 14.5 In the event that Customer wishes to assert its right to be indemnified in respect of IPR Claims it shall:
- 14.5.1 Promptly notify Raw in writing of any IPR Claim with full details of the IPR Claim;
 - 14.5.2 Promptly provide Raw and its advisors reasonable access to premises and personnel and to all relevant assets, accounts, documents and records that it possesses or controls (with the right

to take copies) for the purposes of investigating the matter and enabling Raw to take the action referred to in this sub-clause 14.5;

- 14.5.3 Allow Raw to use its chosen advisors and to have the exclusive conduct of all negotiations and proceedings (to include for the recovery of costs of the Customer) and provide Raw with such reasonable assistance required by Raw, regarding the IPR Claim;
 - 14.5.4 Not, without the consent of Raw, make an admission relating to the IPR Claim;
 - 14.5.5 Promptly take any action and give any information and assistance as Raw may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against a third party Customer's rights in relation to the matter.
- 14.6 Customer acknowledges that Raw may, at its discretion and cost, licence to Customer alternative Intellectual Property and/or modify or procure the modification of the infringing item in each case provided that this does not give rise to an IPR Claim and does not materially affect the performance of the Services.
- 14.7 Customer has no right to an indemnity under sub-clause 14.5 to the extent that the negligence of Customer, its customers or their respective officers, employees or agents has contributed to the loss, demand, claim, damage, cost, expense or liability for which Customer is claiming an indemnity.
- 14.8 The Customer shall have a duty to mitigate any loss which it may incur as a result of a matter giving rise to a right of indemnification under sub-clause 14.5

15. MISCELLANEOUS

- 15.1 Raw can recommend that another party carries out work, supplies goods, software or services. Raw does not guarantee the work, goods, software or services unless it has been negligent in making the recommendation.
- 15.2 In the case where Raw provides goods or software originally manufactured or developed by third parties it passes on statements or representations in good faith but doesn't verify them or guarantee their accuracy.
- 15.3 Raw cannot accept responsibility for any statements or representations unless such are made in writing.
- 15.4 In the event that Goods or Services are provided to Customer at reduced or no charge for a trial period, Raw shall commence charging for the provision of the Services and Goods from the end of the trial period unless Customer serves thirty day's notice to terminate this Agreement at the end of the trial period.
- 15.5 The signing by Raw of any of Customer's documentation shall not imply any modification to this Agreement.
- 15.6 For the purpose of this Agreement, communications made between Raw and Customer by electronic mail shall be regarded as made in writing and signed by the party sending the electronic mail, save for the serving of notices under the terms of this Agreement, which is subject to the provisions of clause 26.
- 15.7 Raw shall be entitled to correct any clerical or typographical error made by its employees at any time.
- 15.8 Raw shall be entitled to and may record any or all calls to Raw for the purpose of monitoring service quality or for training.
- 15.9 Except as expressly provided in this Agreement, all intellectual property rights shall remain the property of the party that created or owning the same and nothing in this Agreement shall be deemed to confer any assignment or licence of the rights from one party to the other.
- 15.10 Nothing in this Agreement or Raw's performance thereof shall be construed as creating any relationship as between employer and employee, agent and principal, joint venture or any mutual obligation between the parties other than set out in this Agreement; and
- 15.10.1 the parties consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 will not apply on the commencement or cessation (in whole or in part) of the provision of Services by Raw.

16. THIRD PARTY RIGHTS

Save as expressly stated, these terms and conditions do not confer any rights on third parties as provided for under the Contracts (Rights of Third Parties) Act of 1999 or any similar or subordinate legislation and it is not the intention of the parties to this Agreement to confer such rights.

17. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereto shall be governed by the laws of England and both parties hereby agree to submit to the exclusive jurisdiction of the English courts.

18. DISPUTE RESOLUTION

- 18.1 In the event that Customer is not satisfied with any aspect of the delivery of the Services, in the first instance Customer should make a complaint to Raw using the procedure set out in the Schedule to the applicable Supplement.
- 18.2 The parties to this Agreement will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 18.3 Except in the case of disputes arising from non-payment of invoices which are deemed accepted by Customer:
- 18.3.1 If the dispute is not resolved through negotiation within ten Working Days, the parties will attempt in good faith to resolve the dispute through mediation in accordance with the Centre for Effective Dispute Resolution's Communication and Internet Service Adjudication Scheme (CISAS).
- 18.3.2 Neither party may commence any court proceedings in relation to any dispute arising out of this Agreement except those excluded in clause 18.2 until they have attempted to settle said dispute by mediation and that mediation has terminated.
- 18.3.3 The fees and the costs of such mediation or arbitration shall be borne equally by the parties.

19. FORCE MAJEURE

- 19.1 If either party is unable to perform any part of this Agreement and such failure is caused by circumstances beyond its reasonable control, including flood, fire, earthquake, war, tempest, hurricane, industrial action (except by Raw's staff), government restrictions, legislation, act of God or any other occurrence of a like nature ('Force Majeure'), then it shall be excused from performance for a period which is reasonable under the prevailing circumstances, provided always that the party affected by the force majeure immediately notifies the other.
- 19.2 Neither party shall in any circumstance be liable to the other for any loss of any kind whatsoever including any damages whether directly or indirectly caused or incurred by reason of any delay or failure in the performance of its obligations hereunder which is due to Force Majeure.
- 19.3 In the event that either party becomes aware of circumstances of Force Majeure which prevent or are likely to prevent its performance of any obligations under the terms of this Agreement, it shall notify the other in writing within five Working Days of the onset of such Force Majeure, specifying its nature and extent of the circumstances.
- 19.4 In the event that either party is unable to perform its obligations due to Force Majeure, the other party shall be released to an equivalent extent from its obligations relating thereto, including making payment for affected Services.
- 19.5 In the event that either party is unable to perform its obligations due to Force Majeure for a period exceeding two months, the other party shall be entitled to terminate this Agreement by giving thirty days notice in writing, in which case neither party shall have any liability to the other except rights and liabilities which accrued prior to such termination shall continue to subsist.

20. ADVERTISING

Neither party shall be entitled to use any trademark or trade name of the other, refer to the other, this Agreement or the Services to be rendered hereunder, either directly or indirectly, in connection with any promotion or publication without the prior, written consent of the other (such consent not to be unreasonably withheld or delayed).

21. ASSIGNMENT

- 21.1 Raw shall be entitled to subcontract all or any part of the Services. Such assignment will not relieve Raw of any of its obligations under this Agreement.
- 21.2 Raw shall be entitled to assign:
 - 21.2.1 the benefit of this Agreement; or
 - 21.2.2 the benefit and burden of this Agreement to an affiliated body or third party in the event of a sale of all or substantially all of its assets and shall provide notice of such to Customer.
- 21.3 The Customer shall not be entitled to assign the benefit or burden of this Agreement without the prior written consent of Raw (such consent not to be unreasonably withheld or delayed).

22. VARIATION

- 22.1 In the event that Customer requests a change to the Services or Goods provided under the terms of this Agreement, such request shall be made in writing and will not be deemed accepted until acknowledged and agreed in writing by Raw.
- 22.2 Raw shall be entitled to change the terms of this Agreement to reflect changes to terms imposed by its suppliers by giving Customer not less than one month's notice.
- 22.3 In the event that any change to the terms of this Agreement made by Raw result in material adverse effect, which for the avoidance of doubt does not include price changes, Customer shall be entitled to terminate this Agreement forthwith without incurring cancellation charges.
- 22.4 No modification, amendment or other variation to this Agreement shall affect the rights of either party accrued prior to the date of the variation.

23. NON-SOLICITATION OF STAFF

Each party agrees not to approach employees or subcontractors of the other in order to entice them to join the other whether as an employee or in any other capacity, during the term of this Agreement or for a period of six months after its termination. If either party breaches the terms of this clause 23 the party in breach agrees, by way of liquidated damages and not a penalty, to pay the other a sum equal to the annual salary or otherwise of the employee or subcontractor concerned except where that employee or subcontractor has responded to a bona fide advertisement or other offer published or made to the general public.

24. WAIVER

- 24.1 No forbearance, delay or failure by either party to exercise any of its powers rights or remedies under this Agreement will operate as a waiver of them.
- 24.2 Any single or any partial exercise of any such powers or rights or remedies shall not preclude any other or further exercise of them.
- 24.3 Any waiver to be effected must be agreed in writing and shall:
 - 24.3.1 Be confined to the specific circumstances in which it is given;
 - 24.3.2 Not affect any other enforcement of the same or any other right;
 - 24.3.3 Unless expressly stated, be revocable at any time (in writing).

25. SEVERABILITY

If any part of this Agreement is found by any competent jurisdiction to be invalid, unlawful or unenforceable then such part will be severed from this Agreement. The remainder of this Agreement will continue to be valid and enforceable to the full extent permitted by law.

26. NOTICES

- 26.1 Any notice to be given hereunder shall be delivered or sent by recorded delivery first class post addressed to the company secretary at the address of the other party set out in this Agreement and shall be deemed to have been received by the addressee within two Working Days of sending.
- 26.2 Notices shall not be deemed validly served if sent only by email or fax

- 26.3 For the avoidance of doubt, day-to-day operational matters excluding formal notifications (including notices to terminate) may be communicated by fax or email.
- 26.4 Either party may at any time notify the other of a change of address or person for the purpose of the serving of notices under the terms of this Agreement, subject to the terms of this clause 26.

27. ENTIRE AGREEMENT

- 27.1 This Agreement contains the entire agreement between the parties and supersedes any previous agreement between the parties, including terms and conditions attached to Customer's purchase order.
- 27.2 The parties acknowledge and agree that:
- 27.2.1 the parties have not been induced to enter into this Agreement by, nor have relied on any statement, representation, promise, inducement or any other assurance not set forth herein;
 - 27.2.2 except for fraudulent misrepresentations, the parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein;
 - 27.2.3 Raw and Customer have the power to enter into, exercise its rights under and perform and comply with its obligations under the terms of this Agreement.
- 27.3 No changes amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless in writing, signed by both parties and engrossed into this Agreement.
- 27.4 The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

Supplementary terms for the supply of Hosted Telephony Services

This Supplement is to be read in conjunction with Raw's General Terms and Conditions. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in this Supplement.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Line' means connection to a network that is provided to Customer by Raw under the terms of this Agreement.
- 1.2 'Call' means a signal, message or communication that is silent, spoken or visual on a Line that provided to Customer by Raw under the terms of this Agreement.
- 1.3 'Service Limitations' means the Service Limitations set out in the Order.
- 1.4 'Customer Premises Equipment' ('CPE') means network equipment provided by Raw which shall be located at the Customer's premises, including, but not limited to network terminating equipment, routers, switches and private branch exchanges.
- 1.5 'Telephony Equipment' means routers, private branch exchanges and telephone handsets.
- 1.6 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including but not limited to breaching network security and accessing private branch exchange services or using or selling long distance credit card codes.
- 1.7 'Network Terminating Equipment' ('NTE') means the means of termination of the Local Loop at the Customer's premises.
- 1.8 'Core Network' means the communications equipment and communication lines and circuits provided by Raw and its suppliers excluding the Public Internet, Local Loop and Customer-Premises Equipment, for the provision of the Network Services.
- 1.9 'Exchange' means the local point of presence in the Core Network.
- 1.10 'Local Loop' means the telecommunications network link from the NTE to the Exchange.
- 1.11 'Public Internet' means the worldwide network that the Core Network is connected to at an internet-exchange point of presence.
- 1.12 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.13 'Network Services' means the telecommunications services set out in the Schedule.
- 1.14 'Wires Only Service' means the provision of Network Services including the customer-premises based Network Terminating Equipment, but excluding the provision of a router.
- 1.15 'Planned Maintenance' means any period of maintenance for which Raw has provided prior notice, as set out in the Service Level Agreement.
- 1.16 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Raw is unable to provide prior notice of.
- 1.17 'Network' means the communications equipment and communication lines and circuits provided by Raw, excluding Customer-site based terminating equipment, for the provision of the Services.
- 1.18 'IPT Services' means internet-protocol-based telephony services, which includes hosted telephony services.
- 1.19 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.20 'General Conditions' means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act.
- 1.21 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.22 'Small Business Customer' means a customer who meets the definition for such as set out in Ofcom General Condition 9.3.
- 1.23 'End User' means a user of the Services subscribed to by Customer.
- 1.24 'Feature' means a distinguishable function of the Network Services.

- 1.25 'Feature Pack' means a grouping of specific Features as set out in the Schedule.
- 1.26 'Voice Port' means a component of the Network Services which provides connection between the hosted IPT platform and a single User.
- 1.27 'Ofcom' means the Office of Communications or any competent successor.
- 1.28 'PhonePayPlus' means the organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof.
- 1.29 'Number Translation Services' ('NTS') means the service to provide non-geographic numbers.
- 1.30 'Subscriber Number' means the number allocated by Raw for use by Customer.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of Customer's Order by Raw and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 In the event that Customer is a Small Business Customer, unless Customer has given Express Consent for this Agreement to continue to run from year to year thereafter, as set out on the Order, this Agreement shall terminate at the end of the Minimum Term.
- 2.3 In the event that Customer is not a Small Business Customer or is a Small business Customer AND has given Express Consent for this Agreement to continue to run year to year after the expiry of the Minimum term, this Agreement shall continue to run year to year ('Additional Term(s)') after the expiry of the Minimum Term. Raw shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify Customer of changes to charges and any other changes to the terms of this Agreement. In the event that:
 - 2.3.1 Customer serves notice to terminate this Agreement in accordance with clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or Additional Term thereafter;
 - 2.3.2 Customer notifies Raw of acceptance of changes, the Agreement shall continue in force for an Additional Term;
 - 2.3.3 Customer fails to notify Raw of acceptance of changes and fails to serve notice to terminate, such failures to notify Raw shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.
- 2.4 In the event that during any term of this Agreement, Customer purchases additional Feature Packs or Voice Ports, the term in force shall be extended by a period of twelve months to be effective from the date of activation of such Feature Pack or Voice Port.

3. PROVISION OF SERVICES

- 3.1 Raw shall use reasonable endeavours to provide each of the Services set out in the Order to Customer from the date of acceptance of Customer's order by Raw's supplier. The details of the Services are set out in the Schedule attached hereto and such shall be provided subject to the terms of this Agreement and the relevant provisions of the Communications Act. Raw shall use reasonable endeavours to provide the Services twenty-four hours per day, subject to the limitations expressed in this Agreement.
- 3.2 The Services provided shall include those of the following as set out in the Order:
 - 3.2.1 The provision of Hosted Internet Telephony Services(s);
 - 3.2.2 The provision of Subscriber Numbers and directory entries as specified by Customer;
 - 3.2.3 The provision of services to enable Customer to make and receive Calls via the Core Network, the Public Internet and PSTN;
 - 3.2.4 The provision of Carrier Pre-Selection services which shall enable Customer to route outgoing calls through Raw's Network;
 - 3.2.5 The provision of Inbound Services;
 - 3.2.6 The provision of Number Translation Services;
 - 3.2.7 The provision of helpdesk services during the hours set out in the Schedule;
 - 3.2.8 The maintenance of Telephony Equipment during the hours set out in the Schedule
 - 3.2.9 The installation of Equipment at the Customer's site(s), set out in the Order attached hereto;

- 3.2.10 The provision of training in the use of the Equipment; and
- 3.2.11 The provision of a basic online itemised billing facility.
- 3.3 During the term of this Agreement, Raw shall be entitled to:
 - 3.3.1 change the technical specification of the Network Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Network Services;
 - 3.3.2 Make alterations to the Network Services (including, but not limited to, conversions, shifts, renumbers and reconfigurations). Such alterations may result in temporary disruption to the Network Services and Raw will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.4 In addition to its obligations set out the General Terms and Conditions attached hereto, Raw also warrants that it and its supplier shall comply with the General Conditions and any Special Condition applicable under the terms of the Communications Act.
- 3.5 Raw cannot guarantee and does not warrant that the Network Services will be free from interruptions, including but not limited to interruption of the Services for operational reasons, interruption of the Network Services for emergency reasons or degradation of the quality of the Network Services.
- 3.6 Customer may place calls with Raw's Services or alternative supplier's services. Any Calls routed via Raw's Network Services will be supplied under the terms of this Agreement and charged accordingly.

4. ACCEPTABLE USE

- 4.1 Customer agrees to use the Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Raw from time to time.
- 4.2 Customer agrees to ensure that the Network Services are not used by its End Users to:
 - 4.2.1 make abusive, defamatory, obscene, indecent, menacing, disruptive, nuisance or hoax Calls, email or other communications;
 - 4.2.2 send or knowingly receive emails, uploads or other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
 - 4.2.3 send or knowingly receive material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.4 send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Services, its suppliers or third parties;
 - 4.2.5 carry out any fraudulent, criminal or otherwise illegal activity, including but not limited to Artificial Inflation of Traffic;
 - 4.2.6 enable any other service provider to route Calls, emails or other communications through Raw's Network;
 - 4.2.7 obtain access to restricted areas of the Network;
 - 4.2.8 in any manner which in Raw's reasonable opinion brings Raw's name into disrepute;
 - 4.2.9 engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
 - 4.2.10 knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.11 falsify true ownership of software or data contained in a file that the Customer or End User makes available via the Network Services;
 - 4.2.12 falsify user information or forge addresses;
 - 4.2.13 act in any way which threatens the security or integrity of any computer system;
 - 4.2.14 violate general standards of internet use, including but not limited to denial of service attacks, web page defacement and port or number scanning.

5. CUSTOMER'S OBLIGATIONS

During the term of this Agreement, the Customer shall:

- 5.1 Pay all additional charges levied by Raw, including but not limited to those arising from Call charges incurred by the Customer:
 - 5.1.1 Customer undertakes to pay all Call Charges including those incurred by unauthorised access to or use of the Network Services, including but not limited to use of unbarred premium rate numbers and rogue diallers.
- 5.2 Indemnify Raw against all claims made by third parties arising from faults in the Network Services.
- 5.3 In the event that (beyond Raw's reasonable control) Calls are routed other than by Raw's Network:
 - 5.3.1 pay invoice(s) raised by third party supplier(s);
 - 5.3.2 notify Raw immediately of any invoices for services raised by a third party for services that are covered by this Agreement.
- 5.4 Ensure that adequate resilience is in place in the event of a power failure, including, but not limited to having the means to make emergency calls.
- 5.5 In the event that Customer has subscribed to Call Recording services, Customer shall:
 - 5.5.1 ensure full compliance with the statutory requirements for the use of such service; and
 - 5.5.2 indemnify Raw against any claims made against Customer which result from the use of such service.
- 5.6 In the event that Raw receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order made under the Communications Act, Customer will do everything reasonably required by Raw to ensure that Raw and its supplier will be in compliance with their respective obligations under the provisions of the Communications Act and any code adopted by Ofcom in respect of the provision of the Services.
- 5.7 Agree that in all instances where it attaches Equipment that has not been provided by Raw to the Network Services that such Equipment shall be technically compatible and conforms to the relevant standard or approval for the time being designated under the Communications Act, the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 or any instruction issued by Raw in relation thereto.
- 5.8 Accept that in the event that it attaches Equipment that does not comply with the provisions of sub-clause 5.7 and such Equipment in the reasonable opinion of Raw is causing disruption to the Network Services, Raw shall be entitled to suspend the provision of the Network Services forthwith.
- 5.9 Only connect Equipment to Raw's Network via connection points that are approved by Raw.
- 5.10 Not copy, reverse engineer or modify any software or copy any manuals or documentation provided by Raw under the terms of this Agreement.
- 5.11 Comply with all applicable laws and regulations, including, but not limited to data protection and voice over IP and codes of conduct, including but not limited to those issued by Ofcom and PhonepayPlus.
- 5.12 In the event that Customer elects to configure the Services to present the Calling Line Identity when an outgoing Call is made, Customer:
 - 5.12.1 shall ensure that the CLI is of a national significant format, is allocated to the End User and that Customer and End User possess all necessary permissions in respect of the Line;
 - 5.12.2 shall ensure that in the event that the CLI is not allocated to the End User, Customer possesses current written consent for its use by the allocated owner;
 - 5.12.3 shall ensure that under the terms of the CLI code of practice, the CLI presented is allocated to the Customer, is in use, connected to a terminal and is capable of receiving Calls;
 - 5.12.4 ensure that the functionality is used in accordance with any other provisions of the "Guidelines for the provision of calling line identification facilities and other related services over electronic communication networks" published by Ofcom from time to time.
 - 5.12.5 acknowledges that Raw shall be entitled to suspend or terminate the Services forthwith if the Customer breaches the terms of sub-clause 5.12 and hereby indemnifies Raw against any claims arising from such breach.

6. RAW'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, Raw shall:

- 6.1 Provide the Services set out in this Agreement, subject to any Service Limitations set out in the Order and Schedule.
- 6.2 Make available a helpdesk service that shall provide support and guidance in the use of the Network Services and manage the resolution of all Services-related Incidents raised by Customer.
- 6.3 Respond to fault reports made by Customer and make reasonable endeavours to repair any fault that is within the Network or directly caused by Raw, its employees, agents, subcontractors or suppliers:
- 6.4 Make reasonable endeavours to provide the Network Services by the agreed date.
- 6.5 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons we may place on the Network Services.
- 6.6 Comply with Customer's requirements regarding telephone directory listing, as set out in the Order.

7. INDEMNITIES

- 7.1 Customer agrees to indemnify, defend and hold harmless Raw or its supplier from and against any liabilities, actions, losses damages, judgements, costs, fines, claims or expenses incurred by Raw or its supplier or legal proceedings which are brought or threatened against Raw or its supplier by a third party in the event of:
 - 7.1.1 the Network Services being used in breach of the acceptable uses set out in Clause 4 hereof, except where such a breach results from fraud by Raw or its supplier;
 - 7.1.2 Customer being or having been in breach of sub-clauses 5.7 or 5.9 hereof or Clause 8 of the General Terms;
 - 7.1.3 any fraud except by Raw or its supplier;
 - 7.1.4 the End User not having given permission for Raw, its subcontractor or supplier to carry out work at the End User's site.
- 7.2 In the event that Raw becomes aware of any claim as set out in sub-clause 7.1 it shall:
 - 7.2.1 as soon as reasonably practical, notify Customer of such claim;
 - 7.2.2 make no admission relating to such claim or legal proceedings without agreement of Customer, such agreement not to be unreasonably delayed or withheld;
 - 7.2.3 consult with Customer regarding the conduct of any action and have due regard for the Customer's representations and not agree any settlement, legal proceedings or make any payment by way of liquidated damages without the prior written agreement of Customer, such agreement not to be unreasonably delayed or withheld.
- 7.3 Subject to the limitations in Clause 10 of the General Terms and Conditions, each party (the first party) to this Agreement will fully indemnify and hold harmless the other from any claim or liability whatsoever from a third party arising directly or indirectly from the failure of one of the first parties to obtain or maintain any of the licences, approvals, authorisations or consents as set out in sub-clauses 5.3 and 6.14 of the General Terms and Conditions.
- 7.4 Raw will indemnify Customer against all claims and proceedings arising from infringement of any intellectual property rights by reason of Raw's provision of the Services to Customer, PROVIDED always that such claims or proceedings are not caused by Customer:
 - 7.4.1 using the Services in conjunction with other Equipment or software or any other service not approved by Raw;
 - 7.4.2 modifying or altering any Equipment or configuration thereof without the prior written consent of Raw;
 - 7.4.3 using the Network Services otherwise than in accordance with the terms of this Agreement.

8. GENERAL

- 8.1 Customer acknowledges that title to the Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by Raw or its supplier and Customer agrees not to sell, transfer or otherwise re-allocate the number to a third party.

- 8.2 Upon written notice given by Raw's supplier, Raw's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to the supplier or to its nominee.
- 8.3 Raw has no control over the data delivered to the Customer over the Lines provided by Raw and therefore cannot accept liability for loss or damage caused by malicious data including, but not limited to viruses, Trojan horses or spam.
- 8.4 In the event that an appointment is made with Customer for a visit to site and that at the appointed time Raw is unable to access Customer's site, or the appointment is otherwise broken by Customer, Raw shall be entitled to charge Customer at the rate set out in the Tariff.
- 8.5 In the event that Raw carries out work in response to a fault reported by Customer and Raw subsequently determines that such fault either was not present or was caused by an act or omission of Customer, Raw shall be entitled to charge Customer at the rate set out in the Tariff.
- 8.6 Save in relation to the provision of the Raw Assured IP Services, Raw shall not be responsible for the programming, configuration or management of Customer Premises Equipment (including, but not limited to integrated access devices and routers), irrespective of whether such Equipment has been provided by Raw.
- 8.7 Save in relation to the provision of Raw Assured IP Services, Raw may at its sole discretion implement traffic management measures, which may include, but are not limited to bandwidth restrictions on heavy users of contended services, with the purpose of maintaining the quality of service of the wider group of users of the Network Services.

9. TERMINATION

- 9.1 In addition to the provisions of Clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
 - 9.1.1 by either party by giving the other not less than ninety days' notice in writing to terminate at the end of the Minimum Term or Additional Term thereafter;
 - 9.1.2 by Customer by giving twenty one days' notice in writing in the event that Raw makes changes to the terms of this Agreement which are materially disadvantageous to Customer (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within twenty eight days of the effective date of the change(s).
 - 9.1.3 forthwith by either party during the Run-Up Period in the event that Raw discovers technical issues including location of Customer's site, which prevent it from being able to provide the Services or part thereof;
 - 9.1.4 forthwith by Customer during the Run-Up Period in the event that Customer decides not to accept any Excess Construction Charges which Raw becomes aware of and duly notifies Customer;
 - 9.1.5 by Raw in the event that its supplier ceases to provide the Services.
- 9.2 In the event of termination of this agreement, howsoever occasioned, the Customer shall be responsible for:
 - 9.2.1 arranging for services to be provided by an alternative supplier; and
 - 9.2.2 payment of any charges due to Raw arising from Customer's failure to arrange for services to be provided by an alternative supplier.
- 9.3 On termination, all Subscriber Numbers allocated to Customer under the terms of this Agreement shall be transferred to Raw's supplier.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation shall be raised by Raw immediately following the RFS Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for usage-based charges during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Except in the case of demonstrable error, all charges will be calculated in accordance with data collected by or on behalf of Raw.

- 10.3 Installation charges set out in the Order are an estimate. In the event that during Raw's survey, to be carried out during the Run-Up Period, Raw identifies additional installation costs ('Excess Construction Charges'):
 - 10.3.1 Raw shall notify Customer of such Excess Construction Charges as soon as reasonably practicable;
 - 10.3.2 Customer shall within fourteen Working Days notify Raw of acceptance or non-acceptance of such Excess Construction Charges;
 - 10.3.3 All work to provision the Services shall be suspended by Raw until such notice is received;
 - 10.3.4 In the event that Customer does not accept such Excess Construction Charges, Customer shall be entitled to terminate this Agreement forthwith without incurring cancellation charges;
 - 10.3.5 In the event that Customer does not notify Raw of acceptance of such Excess Construction Charges within fourteen Working Days, Raw shall be entitled to terminate this Agreement and charge Customer for costs reasonably incurred.
- 10.4 Customer acknowledges that the charges for the Minimum Term are calculated by Raw in consideration inter alia of the setup costs to be incurred by Raw and the length of the Minimum Term offered.
- 10.5 Customer agrees that Customer shall be liable for termination charges in the event that this Agreement is terminated by:
 - 10.5.1 Customer terminating this Agreement at convenience prior to the end of the Minimum Term, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Minimum Term (including charges for Rental Equipment) plus any additional costs levied on Raw by its supplier;
 - 10.5.2 Customer terminating this Agreement at convenience prior to the end of any Additional Term, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Additional Term (including charges for Rental Equipment);
 - 10.5.3 Customer terminating this Agreement at convenience during the Run-Up Period, whereupon Customer shall be liable for all set-up costs and cancellation costs incurred by Raw up to the date that Raw received notice of Customer's intention to terminate;
 - 10.5.4 Raw terminating this Agreement prior to the end of the Minimum Term by reason of Customer's un-remedied breach of the terms of this Agreement, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Minimum Term (including charges for Rental Equipment) plus any additional costs levied on Raw by its supplier;
 - 10.5.5 Raw terminating this Agreement during an Additional Term by reason of Customer's un-remedied breach of this Agreement, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Additional Term (including charges for Rental Equipment);
- 10.6 Customer shall not be liable for termination charges in the event that this Agreement is terminated by:
 - 10.6.1 Customer at the end of the Minimum Term or end of any Additional Term PROVIDED THAT Customer properly serves written notice to terminate, in accordance with Clause 9 of this Supplement and Clause 11 of the General Terms;
 - 10.6.2 Customer or Raw during the Run-Up Period by reason of Raw becoming aware that will be unable to provide the Services or part thereof;
 - 10.6.3 Raw at any time in the event that it can no longer provide the Services or part thereof;
 - 10.6.4 Customer by reason of Raw's un-remedied breach of the terms of this Agreement;
 - 10.6.5 Customer in the event that Raw or its supplier makes changes to the Services which materially adversely affect Customer;
 - 10.6.6 Customer in the event that Raw makes changes the terms of this Agreement which are materially disadvantageous to Customer PROVIDED THAT Customer complies with the provisions of sub-clause 9.1.2 hereof.
 - 10.6.7 Customer in the event that Customer does not accept Excess Construction Charges, PROVIDED THAT Customer complies with the provisions of sub-clauses 10.3.3 and 10.3.5 hereof.

11. LIMITATIONS

- 11.1 The provision of these Services by Raw is contingent upon Customer having pre-installed BT-supplied lines, but is regardless of Customer's current service provider.
- 11.2 Customer accepts that the implementation of Carrier Pre-Select Services may preclude the use of certain features of the Services (as described in the Schedule).
- 11.3 Customer accepts that certain features of the Services (as described in the Schedule) may not be available at all sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Services.

12. IPT SERVICES

- 12.1 The point of connection for IPT Services is either the IP address in the Public Internet (for Wires Only Services) or the pre-configured CPE router provided by Raw. Raw shall not be responsible for transport between these termination points and End User Equipment.
- 12.2 In the event that the supply of a CPE router is set out in the Order, a CPE router will be delivered to the Customer pre-configured. In the event that the pre-configuration is not correct or the router faulty Raw shall reconfigure or replace the router as soon as is reasonably possible.
- 12.3 In the event that IP addresses are required to enable the functioning of the IPT Services, Customer shall request such from Raw at the time that Customer submits the Order.
- 12.4 Raw shall be entitled to increase the charges for the supply of IPT Services on seven day's written notice in the event that changes to regulatory or legal requirements imposed upon Raw result in additional costs being incurred by Raw for the provision of such services.
- 12.5 Charges for the rental of CPE router(s) shall commence one working day after the CPE router has been despatched to Customer's site.
- 12.6 Raw shall provide Customer with an internet portal account through which the IPT Service can be controlled online. Raw shall use reasonable endeavours to maintain access to the portal 24 hours per day, however Raw will not be liable for any losses incurred by Customer due to restrictions to the availability of the internet portal account.
- 12.7 In the event that any CLIs allocated to Customer under the terms of this Agreement are not used for a period of six months, Raw shall be entitled to re-allocate such CLIs on one week's written notice.
- 12.8 Customer acknowledges that Raw IPT Services is not a public telephony service and as such only confers limited functionality and resilience regarding public emergency calls 999 and 112. Specifically, but not exclusively 999 and 112 emergency numbers will not be available via IPT Services in the event of:
 - 12.8.1 power outage at Customer's site;
 - 12.8.2 failure in Customer's local area network;
 - 12.8.3 failure / outage of the IPT Services;
 - 12.8.4 failure of the Public Internet.
- 12.9 With regards to its obligations to make available facilities for placement of public emergency calls, Customer undertakes to:
 - 12.9.1 maintain a PSTN Line for making Calls to the emergency services in the event of power outage or failure (howsoever occasioned) of the IPT Services;
 - 12.9.2 provide Raw with accurate location details regarding each IPT Services-based CLI and keep Raw up to date with changes to such details;
 - 12.9.3 instruct its End Users about the limitations of IP-based telephony and End User's obligation to provide clear, accurate location information (which may differ from that available to the emergency-services operator) in the event of making a call to the emergency services via IPT Services.
- 12.10 In the event that Customer subscribes to Assured IP Services, as set out in the Order, Raw undertakes to test the connection to ensure that the ordered service level can be achieved, prior to handing the connection to Customer. In the event that the requested service level cannot be achieved, Raw shall either:
 - 12.10.1 Offer Customer a lower, achievable service level; or

12.10.2 Cancel Customer's order for Assured IP Services at no cost to Customer.

13. TOLL FRAUD

- 13.1 Customer is exclusively responsible for the prevention of Toll Fraud, and in the event that such Toll Fraud or other misuse occurs, Customer is liable for all charges incurred.
- 13.2 Customer agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
 - 13.2.1 Regularly changing system passwords;
 - 13.2.2 Regularly changing user passwords;
 - 13.2.3 Changing passwords as appropriate when employees leave;
 - 13.2.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
 - 13.2.5 Barring premium-rate numbers wherever practicable;
 - 13.2.6 Barring international calls wherever practicable – in particular, barring calls to countries that Customer doesn't deal with;
 - 13.2.7 Barring outgoing calls outside of Customer's hours of business, whenever practicable.
- 13.3 Raw shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 13.4 Customer shall notify Raw immediately in the event that it becomes aware of or has reasonable suspicion that a fraud or illegal misuse may have or will take place:
 - 13.4.1 upon notification, Raw shall take immediate steps to suspend the relevant part or parts of the Network Services and ensure that no further traffic is permitted on the relevant Lines;
 - 13.4.2 Raw shall not be liable for any charges or liabilities incurred by the Customer prior to the suspension of Network Services.

14. ADDITIONAL CONDITIONS THAT APPLY TO THE USE OF NUMBER TRANSLATION SERVICES

- 14.1 Customer agrees to comply with and be bound by the Code of Practice of PhonePayPlus (the 'Code') as amended from time to time.
- 14.2 Customer agrees to abide by any instruction, direction, recommendation or advice that PhonePayPlus gives in general or express regard to Customer's use of Number Translation Services.
- 14.3 Raw shall be entitled to immediately suspend or terminate Number Translation Services in the event that Raw reasonably believes that:
 - 14.3.1 Customer is in breach of the Code;
 - 14.3.2 The Number Translation Services are being used fraudulently;
 - 14.3.3 Customer is not providing a bona fide service as recognised by PhonePayPlus;
 - 14.3.4 Customer is conducting business illegally or for an illegal purpose;
 - 14.3.5 Number Translation Services are being used in connection with fraud or other criminal activity against Raw, its suppliers or other public telecommunications operators, which for the avoidance of doubt, includes artificial inflation of Call traffic.
- 14.4 Customer shall provide Raw or PhonePayPlus any information reasonably requested which relates to Customer's usage of Number Translation Services.
- 14.5 Customer also agrees that:
 - 14.5.1 Raw or PhonePayPlus may monitor Customer's use of Number Translation Services;
 - 14.5.2 Raw may withhold such payment sums as PhonePayPlus may direct, which would otherwise be payable to Customer, until directed to release the payment;
 - 14.5.3 Raw shall pay refunds from withheld payments on Customer's behalf, when directed to do so by PhonePayPlus;
 - 14.5.4 Raw may apply such withheld payments towards sums due in respect of fines, charges or other costs arising from Customer's breach of the Code, after deduction of costs or losses incurred by Raw in respect thereof;

- 14.5.5 Customer shall be liable without limitation to Raw for all losses, claims or costs suffered, arising or incurred as a result of any fraudulent use of the Number Translation Services by Customer, its employees, agents and subcontractors;
- 14.5.6 Customer shall not make (nor allow anyone on Customer's behalf to make) calls to the Number Translation Services other than at what Raw deems reasonable intervals for the purpose of testing that the service is working correctly.
- 14.6 Customer warrants that the supply to it of Number Translation Services by Raw does not breach the terms of any sanction imposed by PhonePayPlus on Customer, its employees, agents, subcontractors or third parties using its services.
- 14.7 Notwithstanding the provisions of Clause 16 of the General Terms and Conditions, the terms of this Clause 15 may be directly enforced by PhonePayPlus in accordance with section 1 of the Contracts (Rights of Third Parties) Act 1999.
- 14.8 Customer shall be entitled to receive rebate payments from Raw based on the volume of call traffic generated by the use of the applicable Number Translation Services number range, calculated by reference to data logged by Raw.
- 14.9 The rate at which the rebates are applied and monthly rebate payment threshold ('Payment Threshold') are set out in the Order.
- 14.10 Raw shall make a monthly rebate payment provided that the Payment Threshold is exceeded in the applicable calendar month. Rebates that are not paid due to falling below the Payment Threshold will be carried forward to the following month.
- 14.11 Payments will be made by Raw no later than thirty days after the end of the month in which the rebates are accrued.
- 14.12 Raw shall be entitled to withhold payment of rebates:
 - 14.12.1 Upon and during any period that the Services are suspended;
 - 14.12.2 If in Raw's reasonable belief, Customer is in breach of this Agreement;
 - 14.12.3 If Raw is made aware, or reasonably believes that Customer has increased payment entitlement by fraudulent or improper means;
 - 14.12.4 If Raw's supplier has failed to provide the corresponding payment.
- 14.13 Raw shall be entitled to set off any charges due to it against any payments due to Customer.
- 14.14 On termination of this Agreement Customer shall be entitled to receive all remaining accrued rebates, subject to set-off against any termination charges that may be incurred;

Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Raw. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

Network Services

1. Raw IPT

Raw IPT provides a fully integrated, feature-rich remotely hosted telephony service that delivers an extensive range of fixed telephony services. Raw IPT is fully manageable by Customer through its administration web portal.

1.1 Users

The number of concurrent Users supported by Raw IPT is determined by the number of Voice Ports set out on the Order. Subject to the provisions of sub-clause 2.4 of this supplement, Customer may purchase additional Voice Port packs at any time during the term of this Agreement.

1.2 Site Feature Pack

The Site Feature Pack determines Raw IPT's basic functions. Raw offers three levels of Site Feature Pack. Customer may upgrade the Site Feature Pack at any time during the term of this Agreement, subject to the provisions of sub-clause 2.4 of this supplement. The Features supported by each Site Feature Pack comprise:

Basic Site

| | |
|-----------------------------------|-----------------------|
| Call capacity management | Hunt group |
| Configurable feature access codes | Intercept group |
| Calling plan for incoming calls | Series completion |
| Calling plan for outgoing calls | Voice messaging group |
| Device inventory report | |

Standard Site

Standard Site includes all the Features of Basic Site, plus:

| | |
|-----------|-------------|
| Call Park | Call Pickup |
|-----------|-------------|

Premium Site

Premium Site includes all of the Features of Standard Site, plus:

| | |
|-------------------------------|---------------|
| Account & authorisation codes | Music on hold |
| Enhanced outgoing call plan | Voicemail |
| LDAP integration | |

Site Add-on Features

Site Add-on Features include:

| | |
|-----------------|----------------------|
| Auto Attendant | Hunt group plus |
| Call centre ACD | Call centre ACD plus |
| Trunks | |

1.3 User Feature Packs

User Feature Packs determine the extended functionality of Raw IPT. Raw offers four levels of Feature Pack. Customer may upgrade Feature Packs at any time during the term of this Agreement, subject to

the provisions of sub-clause 2.4 of this supplement. The Features supported by each Feature Pack comprise:

Basic User

| | |
|--|---|
| Authentication | Calling name retrieval |
| Basic call logs | Client call control |
| Call forwarding - on busy / no answer / not reachable / always / never | Flash call – hold / transfer / three-way call |
| Call – return / transfer / waiting | Intercept user |
| Calling line identity delivery – blocking / external / internal | Last number redial |
| | Three-way calling |

Standard User

Standard User includes all of the Features of Basic User, plus:

| | |
|--------------------------|----------------|
| Anonymous call rejection | Speed dial 100 |
| Automatic call back | Speed dial 8 |
| Do not disturb | |

Premium User

Premium User includes all of the Features of Standard User, plus:

| | |
|------------------------------------|---------------------------------------|
| Alternate Numbers | Priority alert / distinctive ringing |
| Automatic hold / retrieve | Push to talk |
| Barge-in exempt | Remote Office |
| Call forward selective | Selective call acceptance / rejection |
| Call notify | Sequential ringing |
| Calling line ID blocking override | Simultaneous ringing personal |
| CommPilot Express | Voice messaging user |
| Directed call pickup with barge-in | Voice portal calling |

Premium Mobility User

Premium Mobility User includes all of the Features of Premium User, plus:

| | |
|---------------|--------------------------|
| Call Director | Shared call appearance |
| Fax messaging | Mobile office Smartphone |

1.4 Add-on User Features

| | |
|-------------------------|---|
| Reception Console | Voicemail including call notify |
| Receptionist SB edition | Busy lamp field |
| Shared Call Appearance | Hot desk host / guest |
| Soft phone | CRM Connect |
| Toolbar | Mobile office desktop / iPad / Smartphone |

2. Call Recording

Call Recording is a hosted application service that integrates with Raw IPT.

Call Recording is PCI and FSA compliant and can be configured through the administration web portals.

The in-built Dashboard feature can display every recorded call and system statistics, including storage availability.

Users can monitor and listen in on calls in progress.

Intuitive Annotation allows Users to place markers in the call with comments and upload documents associated with a particular recording.

On Demand and Selective Call Recording allows Users to configure a DTMF sequence to only record calls when the sequence is dialled during a call.

Call Recording provides thirty day rolling storage. Raw allocates six hundred minutes' recording per Line, which is aggregated at the Customer level.

3. Number Translation Services

Number Translation Service routes a Call made to a non-geographic number beginning with 08 or 03 to a hidden geographic or mobile number. The following number translation services are provided:

0800 / 0808 – Freephone. The Call is free to the caller, Customer is charged for the Call.

0845 – Local Rate. The caller pays at local rates and the remainder of the charge is made to Customer. Customer receives a rebate during peak periods.

0870 – The caller is charged at one of a number of rates. Customer is not charged and receives a rebate.

03xx – National Rate. The caller is charged at the national rate. Customer is not charged and receives a rebate.

0871 – Fixed Rate. The caller is charged at 10pence per minute (inclusive of VAT). Customer is not charged for the call and receives a variable rebate.

Non-Network Services

4. Help Desk

Raw's helpdesk service provides support and assistance in the use of the Services during the Working Day:

- 4.1 Provision of help and guidance in the use and configuration of the Services;
- 4.2 Management of the prompt resolution of Incidents raised by Customer;
- 4.3 Provision of work-arounds where possible in the event that full resolution of an Incident requires ongoing or substantial work;
- 4.4 Remote-access support if possible and appropriate;
- 4.5 Provision of on-site assistance when it is agreed between the parties that such is the best method of resolving an Incident;
- 4.6 Management of hardware, firmware and software upgrades as required as a result of Incidents, routine maintenance or product / service improvement activities by Raw or its supplier;
- 4.7 Escalation management if required in the event of protracted Incident resolution.
- 4.8 Customer shall make requests for assistance by one of the following methods:
 - 4.8.1 Via Raw's web support portal;
 - 4.8.2 By Email to Raw's help desk;
 - 4.8.3 By Telephone to Raw's help desk;
 - 4.8.4 Via facilities provided by a re-seller of Raw's Services.
- 4.9 Customer shall be advised of the proper method for contacting Raw's help desk at the commencement of this Agreement.

5. Service Levels

- 5.1 Raw shall use reasonable endeavours to resolve faults in the Network Services in time-scales set out below:

| Severity | Target Response Time | Target Restoration Time | Target Resolution Time |
|-------------|----------------------|-------------------------|------------------------|
| Critical | 2 hours | 4 hours | 24 hours |
| Major | 4 Working Hours | 8 Working Hours | 30 Working Days |
| Minor | 8 Working Hours | 24 Working Hours | 180 Working Days |
| Information | 7 Working Days | N/A | N/A |

5.2 Raw shall use reasonable endeavours to meet the timeframes for 100% of the time for Critical issues and 90% of the time for Major and Minor issues.

5.3 Fault severities are defined as follows:

5.3.1 Critical faults include total outage or call processing outage for more than 10% of users, or mission-critical operations are severely impacted, and/or access to emergency services (999 / 112) is not available;

5.3.2 Major faults include outage for less than 10% of users or provisioning problems;

5.3.3 Minor faults include call processing problems for a single User or a configuration problem

5.3.4 Informational issues include requests about configuration, usability or documentation.

5.4 Target resolution times do not cover faults that are associated with physical cable breaks or vandalism within the Local Loop network. Estimated restoration of service will be communicated to the customer via Raw's Helpdesk. Approximate restoration of service will be 5-10 working days.

5.5 Raw shall make reasonable endeavours to ensure that the Network Services are fully available twenty four hours per day, three hundred and sixty five days per year. However it is not possible to guarantee 100% availability of the Network Services and Raw does not make such warranty. Reasons for reduction in functionality or unavailability of the Network Services include, but are not limited to:

5.5.1 Faults occurring within Networks or connections thereto provided by Raw's supplier;

5.5.2 Faults occurring in the PSTN;

5.5.3 Faults occurring in the Public Internet;

5.5.4 Planned maintenance (Raw will provide reasonable notice in the event of such maintenance);

5.5.5 Emergency maintenance;

5.5.6 Force Majeure events;

5.5.7 Network round trip delay (Latency);

5.5.8 Network jitter (regularity of arrival of data packets);

5.5.9 Network packet loss target being greater than 2 percent;

5.5.10 Planned Maintenance target is not to exceed 4 hours total per month

5.5.11 Raw will use reasonable endeavours to provide a minimum of 48 hours notice of any Planned Maintenance

5.5.12 Emergency maintenance target is not to exceed 4 hours total per month

6. Complaint Handling

6.1 If Customer is dissatisfied with any Services-related matter, Customer should make a complaint using the following escalation path. If the complaint remains unresolved, Customer should escalate to the next level in the escalation path.

| Escalation Level | Contact | Role | Contact Details |
|------------------|---------|---------------------|-----------------|
| 1 | | Support Team Leader | 0345 121 0206 |

| | | | |
|---|--|-------------------|---------------|
| 2 | | Account Manager | 0345 121 0206 |
| 3 | | Managing Director | 0345 121 0206 |

6.2 Formal complaints can be made by e-mail or telephone, and will be responded to within ten Working Days.

Supplementary terms for the supply of Broadband Services

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Service Limitations' means the Service Limitations set out in the Order.
- 1.2 'Point of Presence' means a termination of the Core Network at an exchange, which may be a telephone exchange or an internet exchange.
- 1.3 'Bandwidth' means data transfer rate.
- 1.4 'Core Network' means Raw's telecommunication network extending between its various Points of Presence.
- 1.5 'Core Network Services' means the services as set out in the Order, provided to Customer by Raw including the availability and monitoring of the Core Network.
- 1.6 'Tail Circuit' means the telecommunications circuit which links the Customer's site(s) to the Core Network.
- 1.7 'Tail Circuit Services' means the services provided by Raw for the connection of Customer's local area network to the Core Network as set out in the Order.
- 1.8 'Broadband Services' means Core Network Services, Tail Circuit Services and access to the Public Internet.
- 1.9 'Service Component' means a component of the Broadband Services
- 1.10 'Services' means Broadband Services and management services including helpdesk and maintenance services.
- 1.11 'Network' means Raw's Core Network and any Tail Circuits attached thereto.
- 1.12 'Public Internet' means the world-wide network that the Customer's local area network is connected to via the Core Network.
- 1.13 'Customer Premises Equipment', 'CPE' means a router or modem which is connected to the Network Terminating Equipment and Customer's network.
- 1.14 'Network Terminating Equipment', 'NTE' means the equipment that terminates the Network at Customer's premises, including a single customer-side socket for the connection of any CPE.
- 1.15 'PSTN' means packet switched telephone network.
- 1.16 'Planned Maintenance' means any period of maintenance for which Raw has provided prior notice.
- 1.17 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Raw is unable to provide prior notice of.
- 1.18 'Outage' means Customer's circuit is unable to transmit or receive data.
- 1.19 'End User' means a user of the Services subscribed to by Customer.
- 1.20 'Change Request' means a request made by the Customer to change the configuration of the Services made after the RFS Date.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of Customer's Order by Raw and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 Unless Customer has given Express Consent for this Agreement to continue to run for Additional Terms, as set out on the Order, this Agreement shall terminate at the end of the Minimum Term.
- 2.3 In the event that Customer has given Express Consent for this Agreement to run for Additional Terms, unless Customer has given notice to terminate this Agreement at the end of the Minimum Term in accordance with Clause 11 of the General Terms and Conditions this Agreement shall continue to run for consecutive Additional Terms after the end of the Minimum Term until terminated in accordance with clause 11 of the General Terms and Conditions.

3. PROVISION OF SERVICES

- 3.1 The Broadband Services are a set of network services comprising Core Network Services and Tail Circuit Services as set out in the Order. References to Raw in this Supplement and attached Schedule means Raw Limited and / or its supplier(s); and
- 3.1.1 Nothing in this clause 3 shall excuse Raw Telecom Limited from its obligations and responsibilities under the terms of this Agreement;
- 3.1.2 Copyright in supplier's and third parties' product and service names is acknowledged.
- 3.2 Raw shall use reasonable endeavours to provide the Services to Customer subject to acceptance of Customer's Order by Raw's supplier, from the RFS Date. The details of the Services are set out in the Schedule attached hereto and such shall be provided subject to the terms of this Agreement. Raw shall use reasonable endeavours to provide the Broadband Services twenty-four hours per day, subject to the limitations expressed in this Agreement.
- 3.3 Customer acknowledges that the RFS Date shall not be dependent on any planned migration onto the relevant Services or when Customer commences using the Broadband Services.
- 3.4 Raw shall not be obliged to provide the Broadband Services prior to the completion of all construction and installation work at Customer's premises, which may or may not be under the control of Raw.
- 3.5 During the term of this Agreement, Raw shall be entitled to:
- 3.5.1 Change the technical specification of the Broadband Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Services;
- 3.5.2 Make alterations to the Broadband Services. Such alterations may result in temporary disruption to the Broadband Services and Raw will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.6 Raw shall provide IP data packets to the boundary of Customer's network, that is, Customer's network connection to the Network Terminating Equipment.
- 3.7 Raw shall provide transit and routing of email and internet traffic and provide direct internet access.
- 3.8 For the avoidance of doubt, Raw shall not provide email or web-space facilities under the terms of this Agreement.
- 3.9 Raw cannot guarantee and does not warrant that the Broadband Services will be free from interruptions, including:
- 3.9.1 Interruption of the Broadband Services for operational reasons and temporary degradation of the quality of the Broadband Services;
- 3.9.2 Interruption of the connection of the Broadband Services to network services provided by a third party, either by Raw or a third party; and
- 3.9.3 Any such interruption of the Broadband Services referred to in this sub-clause shall not constitute a breach of this Agreement.

4. ACCEPTABLE USE

- 4.1 Customer agrees to use the Broadband Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Raw from time to time.
- 4.2 Customer agrees to ensure that the Broadband Services are not used by its End Users to:
- 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
- 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
- 4.2.3 Send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Broadband Services, its suppliers or third parties;
- 4.2.4 Carry out any fraudulent, criminal or otherwise illegal activity;
- 4.2.5 Obtain access to restricted areas of the Network, data, systems or services;
- 4.2.6 In any manner which in Raw's reasonable opinion brings Raw's name into disrepute;

- 4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.8 Falsify true ownership of software or data contained in a file that the Customer or End User makes available via the Broadband Services;
 - 4.2.9 Falsify user information or forge addresses;
 - 4.2.10 Act in any way which threatens the security or integrity of any computer system;
 - 4.2.11 Violate general standards of internet use, including denial of service attacks, web page defacement and port or number scanning;
 - 4.2.12 Connect to the Broadband Services insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this Agreement including the transmission of unsolicited bulk mail or email containing infected attachments or attempts to disrupt websites and/or connectivity or any other attempts to compromise the security of other users of Raw's Network or any other third party system;
 - 4.2.13 Send email to anyone who does not wish to receive it.
- 4.3 Customer acknowledges that it responsible for all data and/or traffic originating from the machines and/or networks that it has connected to the Broadband Services.
- 4.4 In the event that Customer becomes aware that equipment under the control of Customer is generating data and/or traffic which contravenes this Agreement, Customer agrees to:
- 4.4.1 immediately disconnect (and subsequently secure prior to reconnection) such machines;
 - 4.4.2 Immediately notify Raw of such contravention.
- 4.5 Customer acknowledges that it is solely responsible for its / its End User's / anyone Customer permits to use the Internet and any web pages owned and/or operated by Customer or to use the Broadband Services.
- 4.6 Customer agrees not use world wide web pages outside the Broadband Services to violate any part of this Agreement or to disrupt or attempt to disrupt another Internet user's internet experience.

5. CUSTOMER'S OBLIGATIONS

During the term of this Agreement, the Customer shall:

- 5.1 Pay all additional charges levied by Raw, including but not limited to those arising from usage-based components of the Broadband Services.
- 5.2 Ensure that user-names, passwords and personal identification numbers are kept secure and:
 - 5.2.1 On a regular basis, change access passwords for all Equipment that in Customer's reasonable opinion, may be liable to access by unauthorised persons;
 - 5.2.2 Immediately notify Raw in the event that, or there is reasonable suspicion that such information has become known to any unauthorised person;
 - 5.2.3 Acknowledge that Raw shall be entitled to temporarily suspend the Broadband Services and / or change Customer's passwords in the event that in Raw's reasonable opinion, unauthorised persons may have access to the Broadband Services.
- 5.3 In the event that Raw receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order, Customer will do everything reasonably required by Raw to ensure that Raw will be in compliance with their respective obligations in respect of the provision of the Broadband Services.
- 5.4 Agree that in all instances where it attaches Equipment that has not been provided by Raw to the Broadband Services that such Equipment shall be technically compatible and conforms to any instruction issued by Raw in relation thereto.
- 5.5 Accept that in the event that it attaches Equipment that does not comply with the provisions of sub-clause 5.4 and such Equipment in the reasonable opinion of Raw is causing disruption to the Broadband Services, Raw shall be entitled to suspend the provision of the Broadband Services forthwith.
- 5.6 Accept that is the Customer's sole responsibility to take all reasonable steps to prevent the introduction of viruses into the Broadband Services via Customer's Equipment or Software.

- 5.7 Agree that Raw may at any time scan any IP addresses allocated under the terms of this Agreement, for anything which may compromise the security of Raw's network (including open relays and open proxies).
- 5.8 Acknowledge that static IP addresses allocated under the terms of this agreement shall only be allocated for the duration of this Agreement, and shall remain Raw's property at all times.
- 5.9 Be solely responsible for ensuring compliance with the terms of licence of any software that it supplies for use with the Broadband Services.
- 5.10 Provide Raw with reasonable assistance in the event that third party consents are required prior to the provision of the Services.

6. RAW'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, Raw shall:

- 6.1 Provide and maintain the Services set out in this Agreement, subject to any Service Limitations set out in the Order and Schedule.
- 6.2 Respond to fault reports made by Customer and make reasonable endeavours to repair any fault that is within the Broadband Services or directly caused by Raw, its employees, agents, subcontractors or suppliers.
- 6.3 Make reasonable endeavours to provide the Broadband Services by the agreed RFS Date.
- 6.4 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Raw may place on the Broadband Services.
- 6.5 In the event such is set out in the Order, provide fully configured and tested CPE for connection to the NTE.
- 6.6 Limited to and under the terms of any warranty procured by Raw on Customer's behalf, replace or repair any CPE supplied by Raw under the terms of this Agreement, in the event of the malfunctioning of such.
- 6.7 Monitor the performance of the Broadband Service and
 - 6.7.1 In the event of an Outage or other degradation of service, use reasonable endeavours to restore the Broadband Service as quickly as possible.
- 6.8 Ensure that any Equipment provided under the terms of this Agreement (regardless of whether title is transferred or not) complies with the relevant standards, is safe, of satisfactory quality and is fit for purpose.

7. INDEMNITIES

- 7.1 Customer agrees to indemnify, defend and hold harmless Raw from and against any liabilities, actions, losses damages, judgements, costs, fines, claims or expenses incurred by Raw or legal proceedings which are brought or threatened against Raw by a third party in the event of:
 - 7.1.1 The Services being used in breach of the acceptable uses set out in clause 4 hereof, except where such a breach results from fraud by Raw;
 - 7.1.2 Customer being or having been in breach of clause 8 of the General Terms and Conditions;
 - 7.1.3 Any fraud except by Raw;
 - 7.1.4 All claims made by third parties arising from faults in the Services.
- 7.2 In the event that Raw becomes aware of any claim as set out in sub-clause 7.1 it shall:
 - 7.2.1 As soon as reasonably practical, notify Customer of such claim;
 - 7.2.2 Make no admission relating to such claim or legal proceedings without agreement of Customer, such agreement not to be unreasonably delayed or withheld;
 - 7.2.3 Consult with Customer regarding the conduct of any action and have due regard for the Customer's representations and not agree any settlement, legal proceedings or make any payment by way of liquidated damages without the prior written agreement of Customer, such agreement not to be unreasonably delayed or withheld.

- 7.3 Subject to the limitations in clause 10 of the General Terms and Conditions, each party (the first party) to this Agreement will fully indemnify and hold harmless the other from any claim or liability whatsoever from a third party arising directly or indirectly from the failure of one of the first parties to obtain or maintain any of the licences, approvals, authorisations or consents as set out in sub-clauses 5.3 and 6.15 of the General Terms and Conditions.
- 7.4 Raw will indemnify Customer against all claims and proceedings arising from infringement of any Intellectual Property rights by reason of Raw's provision of the Services to Customer, PROVIDED always that such claims or proceedings are not caused by Customer using the Services otherwise than in accordance with the terms of this Agreement.
- 7.5 Nothing in this Clause 7 shall restrict or limit the indemnified party's obligation in law to mitigate any loss which it may incur as a result of a matter giving rise to a claim

8. GENERAL

- 8.1 Raw shall be entitled to perform routine or unscheduled maintenance activities that may limit or suspend the availability of the Broadband Services. Raw shall:
- 8.1.1 Provide seven days notice of Planned Maintenance;
- 8.1.2 In the event of it being necessary for Raw to perform Emergency Maintenance, Raw shall use reasonable endeavours to provide prior notice and in the event that it is not possible to provide prior notice, shall notify Customer as soon as reasonably practicable after the commencement of such maintenance;
- 8.1.3 Raw shall use reasonable endeavours to ensure that any disruption caused to the Customer by such maintenance shall be minimised;
- 8.1.4 Any disruption to or suspension of the Services pursuant to this Clause 8.1 shall not be deemed to be a breach of the terms of this Agreement.
- 8.2 Customer acknowledges that Raw exercises no control over and accepts no responsibility for information, services and content accessible via the Broadband Services and / or Public Internet and that Customer accesses such information, services and content entirely at Customer's own risk.
- 8.3 Use of the Services and Equipment by Customer constitutes acceptance of the terms and conditions of this Agreement.
- 8.4 Customer acknowledges that in the event that Customer requests more than eight IP addresses, Raw may add Customer's contact details to the Reseaux IP Europeans (RIPE) database.
- 8.5 In the event of Raw's ceasing to trade and upon written notice given by Raw's supplier, Raw's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to Raw's supplier or to its nominee.

9. TERMINATION

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate at the end of the Minimum Term or at the end of any Additional Term thereafter;
- 9.1.2 By Customer giving thirty days' notice in writing in the event that Raw makes changes to the terms of this Agreement which are to the detriment of Customer (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s).
- 9.2 In the event that Customer cancels this Agreement during the Run-Up Period, Customer shall be liable to pay all of Raw's costs incurred up to the date of such cancellation.
- 9.3 By Raw providing twelve months notice to terminate at any time in the event that Raw's supplier gives notice to terminate the supply of Broadband Services to Raw.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation shall be raised by Raw immediately following the RFS Date and invoices for fixed periodic charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order.

- 10.2 Raw shall commence charging for the Broadband Services from the RFS Date, regardless of the date on which Customer commences use of the Broadband Services.
- 10.3 Installation charges set out in the Order may be an estimate. In the event that during Raw's survey, to be carried out during the Run-Up Period, Raw identifies additional installation costs ('Excess Construction Charges'):
 - 10.3.1 Raw shall notify Customer of such Excess Construction Charges as soon as reasonably practicable;
 - 10.3.2 Customer shall within fourteen Working Days notify Raw of acceptance or non-acceptance of such Excess Construction Charges;
 - 10.3.3 All work to provision the Services shall be suspended by Raw until such notice is received;
 - 10.3.4 In the event that Customer does not accept such Excess Construction Charges, Customer shall be entitled to terminate this Agreement forthwith without incurring cancellation charges;
 - 10.3.5 In the event that Customer does not notify Raw of acceptance of such Excess Construction Charges within fourteen Working Days, Raw shall be entitled to terminate this Agreement and charge Customer for costs reasonably incurred.
- 10.4 Raw shall be entitled to charge Customer in the event of being unable to access Customer's site at the time of any pre-arranged site visit, such charges are set out in the Tariff.
- 10.5 Customer acknowledges that the charges for the Minimum Term are calculated by Raw in consideration inter alia of the setup costs to be incurred by Raw and the length of the Minimum Term offered.
- 10.6 Raw shall be entitled to charge for the reconfiguration of any CPE, as set out in the Tariff, in the event that such CPE is repaired or replaced.
- 10.7 Customer agrees that Customer shall be liable for termination charges in the event that this Agreement is terminated by:
 - 10.7.1 Customer terminating this Agreement at convenience prior to the end of the Minimum Term, whereupon Customer shall be liable for the fixed periodic charges payable for the remainder of the Minimum Term (including charges for Rental Equipment) plus any additional costs levied on Raw by its supplier;
 - 10.7.2 Customer terminating this Agreement at convenience during the Run-Up Period, whereupon Customer shall be liable for the cancellation charge as set out in the Tariff.
 - 10.7.3 Customer terminating this Agreement at convenience prior to the end of any Additional Term, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Additional Term (including charges for Rental Equipment);
 - 10.7.4 Raw terminating this Agreement prior to the end of the Minimum Term by reason of Customer's un-remedied breach of the terms of this Agreement, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Minimum Term (including charges for Rental Equipment) plus any additional costs levied on Raw by its supplier;
 - 10.7.5 Raw terminating this Agreement during an Additional Term by reason of Customer's un-remedied breach of this Agreement, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Additional Term (including charges for Rental Equipment);
- 10.8 Customer shall not be liable for termination charges in the event that this Agreement is terminated by:
 - 10.8.1 Customer at the end of the Minimum Term or end of any Additional Term PROVIDED THAT Customer properly serves written notice to terminate, in accordance with Clause 9 of this Supplement and Clause 11 of the General Terms;
 - 10.8.2 Customer or Raw during the Run-Up Period by reason of Raw becoming aware that will be unable to provide the Services or part thereof;
 - 10.8.3 Raw at any time in the event that it can no longer provide the Services or part thereof;
 - 10.8.4 Customer by reason of Raw's un-remedied breach of the terms of this Agreement;
 - 10.8.5 Customer in the event that Raw or its supplier makes changes to the Services which materially adversely affect Customer;

- 10.8.6 Customer in the event that Raw makes changes the terms of this Agreement which are materially disadvantageous to Customer PROVIDED THAT Customer complies with the provisions of sub-clause 9.1.2 of this Supplement.
- 10.8.7 Customer in the event that Customer does not accept Excess Construction Charges, PROVIDED THAT Customer complies with the provisions of sub-clauses 10.3.3 and 10.3.5 hereof.

11. LIMITATIONS AND EXCLUSIONS

- 11.1 Raw shall use reasonable endeavours to meet the targets set out in the Schedule attached hereto:
 - 11.1.1 The Bandwidth target set out in the Order, Schedule or advised to Customer following Raw's site survey is maximum possible Bandwidth and Raw makes to guarantee that such Bandwidth shall be achieved during the term of this Agreement;
 - 11.1.2 Service Credits shall not be applicable in the event of Raw's failure to meet any of its targets;
 - 11.1.3 Failure to meet to meet such targets shall not constitute a breach of this Agreement.
- 11.2 In addition to the terms set out in clause 12 of the General Terms and Conditions, Raw shall also be entitled to suspend the provision of Services, in whole or part, without notice due to:
 - 11.2.1 Emergency maintenance or other emergency operational reason;
 - 11.2.2 Raw is required by Government, emergency services, regulatory body or other competent authority to suspend Services;
- 11.3 Raw shall also be entitled to suspend the Services for the purpose of carrying out planned maintenance or upgrades, subject to reasonable notice. Raw shall use reasonable endeavours to minimise the frequency, extent and impact of such planned maintenance or upgrades.
- 11.4 The fees and charges set out in the Order expressly do not include PSTN or ISDN calls.
- 11.5 Due to the limitations of the technology that supports the Broadband Services, Raw does not guarantee that such Services will support real time services including Voice over IP and video-conferencing.
- 11.6 Certain Tail Circuit Services may not be available in some geographic areas.
- 11.7 Raw is responsible for providing IP data packets to the boundary of Customer's network. Raw shall at its sole discretion, in response to specific requests from Customer, assist Customer in the resolution of malfunctions in Customer's network, and shall be entitled to charge customer for such assistance at its prevailing rates.

Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Raw within these Supplementary Terms. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

1. Service Description Overview

The Broadband Services comprise three Service Components: Tail Circuits, Core Network and direct internet access.

- 1.1 Tail Circuits are implemented using a number of different technologies, and the technology type and maximum possible Bandwidth to be provided under the terms of this Agreement are set out in the Order.
 - 1.1.1 Fibre-To-The-Cabinet (FTTC) Tail Circuit technology comprises a fibre connection from the local exchange to a street cabinet and a copper loop connection from the cabinet to Customer site(s). The service supplied is asymmetrical, with Bandwidths up-to 80 Mbps download and up-to 20Mbps upload, depending on the capabilities of the copper loop.
 - 1.1.2 ADSL Tail Circuit technology comprises a copper loop connection from Customer's site(s) to the local exchange. ADSL technology is subdivided into a number of services, including ADSL1, ADSL2+ and Annex M. Raw will provision the level of ADSL which provides the highest performance / reliability combination that is available on the existing copper loop. The service supplied is asymmetrical, with Bandwidths up-to 20Mbps download and up-to 2.5 Mbps upload, depending on the capabilities of the copper loop.
 - 1.1.3 PSTN Technology comprises a link over a standard PSTN copper loop telephone line which is implemented with outgoing calls barred. Raw will implement this technology only in exceptional circumstances when FTTC and ADSL are not available. The service supplied is symmetrical and Bandwidth is dependent on the quality of the copper loop which links the Customer's site to the local exchange.
- 1.2 Raw's Core Network is a fully resilient network which employs diverse routing, is built with multiple 10 Gbps Ethernet links and 10Gbps backhaul links into local telephone exchanges. The Core Network has multiple links into the Public Internet and has peering arrangements with popular data content providers, including the BBC and Google.
- 1.3 Internet Access Services are implemented by providing a routing through Raw's Core Network to Raw's Point of Presence on the Public Internet. This Service provides Customer with a direct route onto the Public Internet.

2. Helpdesk Support

- 2.1 Raw's support service provides support and assistance in the use of the Services, including the following:
 - 2.1.1 Provision of help and guidance in the use and configuration of the Broadband Services;
 - 2.1.2 Management of the prompt resolution of faults/issues arising within the Broadband Services which are identified by Raw's monitoring system;
 - 2.1.3 Management of the prompt resolution of faults/issues arising within the Broadband Services which are raised by Customer;
 - 2.1.4 Management of hardware and firmware upgrades to Raw-supplied CPE as required as a result of product / service improvement activities by Raw;
 - 2.1.5 Management of warranty claims in the event of CPE hardware failures;
 - 2.1.6 Escalation management if required in the event of protracted issue resolution;
 - 2.1.7 Management of Change Requests;
- 2.2 Customer shall make requests for assistance by one of the following methods:
 - 2.2.1 Via Raw's web support portal;
 - 2.2.2 By Email to Raw's service desk;
 - 2.2.3 By Telephone to Raw's service desk;

2.2.4 Customer shall be advised of the proper method for contacting Raw's help desk at the commencement of this Agreement.

2.3 The support service is available Monday to Friday 9.00 to 17.00, excluding bank and public holidays.

3. Performance Targets

3.1 Raw shall aim to make an initial response to a Customer's request for assistance within 30 minutes of Customer making the request.

3.2 Raw shall aim to fix 75% of Broadband Service faults within 48 hours of the fault report being raised by Customer.

3.3 Raw shall aim to complete 75% of all FTTP-Access based Broadband Services provisions within twelve working days of Customer's Order.

3.4 Raw shall aim to complete 75% of all ADSL-Access based Broadband Services provisions within nine working days of Customer's Order.

3.5 Raw shall aim to complete 75% of all PSTN-Access based Broadband Services provisions within twelve working days of Customer's Order.

Supplementary terms for the supply Calls and Lines

This Supplement is to be read in conjunction with Raw's General Terms and Conditions. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in this Supplement.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Line' means connection to a network that is provided to Customer by Raw under the terms of this Agreement, which may be one of a single analogue line, a line in a multi-line group, an ISDN2 line comprising a two-channel digital line or a single ISDN30 line in a 2Mb bearer.
- 1.2 'Call' means a signal, message or communication that is silent, spoken or visual on a Line that provided to Customer by Raw under the terms of this Agreement.
- 1.3 'Service Limitations' means the Service Limitations set out in the Order.
- 1.4 'Messaging Services' means message communication services, including but not limited to voicemail, email, fax and text-message, and the access and management facilities theretofore.
- 1.5 'Customer Premises Equipment' ('CPE') means network equipment provided by Raw which shall be located at the Customer's premises, including, but not limited to network terminating equipment, routers, switches and private branch exchanges.
- 1.6 'Telephony Equipment' means routers, private branch exchanges and telephone handsets.
- 1.7 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including but not limited to breaching network security and accessing private branch exchange services or using or selling long distance credit card codes.
- 1.8 'Fraud Alert Service' means the service which may be offered by Raw and may be subscribed to by Customer, to monitor Call volumes and profiles and to alert Customer in the event of potentially fraudulent activity.
- 1.9 'Network Terminating Equipment' ('NTE') means the means of termination of the Local Loop at the Customer's premises.
- 1.10 'Core Network' means the communications equipment and communication lines and circuits provided by Raw and its suppliers excluding the Public Internet, Local Loop and Customer-Premises Equipment, for the provision of the Network Services.
- 1.11 'Exchange' means the local point of presence in the Core Network.
- 1.12 'Local Loop' means the telecommunications network link from the NTE to the Exchange.
- 1.13 'Public Internet' means the worldwide network that the Core Network is connected to at an internet-exchange point of presence.
- 1.14 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.15 'Network Services' means the telecommunications services set out in the Schedule.
- 1.16 'Planned Maintenance' means any period of maintenance for which Raw has provided prior notice, as set out in the Service Level Agreement.
- 1.17 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Raw is unable to provide prior notice of.
- 1.18 'Downtime' means any period during which the Network Service is not available, which is subject to certain exclusions that are set out in the Service Level Agreement attached hereto.
- 1.19 'Network' means the communications equipment and communication lines and circuits provided by Raw, excluding Customer-site based terminating equipment, for the provision of the Services.
- 1.20 'Indirect Access' means a feature which enables an End User to route certain outgoing Calls via alternative communication networks than those provided by Raw.
- 1.21 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.22 'General Conditions' means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act.

- 1.23 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.24 'End User' means a user of the Services subscribed to by Customer.
- 1.25 'Ofcom' means the Office of Communications or any competent successor.
- 1.26 'PhonePayPlus' means the organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof.
- 1.27 'BT' means British Telecommunications plc.
- 1.28 'Nuisance Call' means an unwanted Call which causes annoyance to the End User and / or is a hoax Call and / or is offensive, abusive, defamatory, indecent, obscene or menacing.
- 1.29 'Number Translation Services' ('NTS') means the service to provide non-geographic numbers.
- 1.30 'Subscriber Number' means the number allocated by Raw for use by Customer.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of Customer's Order by Raw and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 Unless Customer has given Express Consent for this Agreement to continue to run from year to year thereafter, as set out on the Order, this Agreement shall terminate at the end of the Minimum Term.
- 2.3 In the event that Customer has given Express Consent for this Agreement to continue to run after the expiry of the Minimum term, and unless Customer has served notice to terminate this Agreement at the end of the Minimum Term, this Agreement shall continue to run from month to month ('Additional Term(s)') thereafter until terminated in accordance with clause 9 hereof.

3. PROVISION OF SERVICES

- 3.1 Raw shall use reasonable endeavours to provide each of the Services set out in the Order to Customer from the date of acceptance of Customer's order by Raw's supplier. The details of the Services are set out in the Schedule attached hereto and such shall be provided subject to the terms of this Agreement and the relevant provisions of the Communications Act. Raw shall use reasonable endeavours to provide the Services twenty-four hours per day, subject to the limitations expressed in this Agreement.
- 3.2 The Services provided shall include those of the following as set out in the Order:
 - 3.2.1 The provision of PSTN Lines(s);
 - 3.2.2 The provision of ISDN Lines(s);
 - 3.2.3 The provision of services to enable Customer to make and receive Calls via the PSTN or ISDN Lines;
 - 3.2.4 The provision of Carrier Pre-Selection services which shall enable Customer to route outgoing calls through Raw's Network;
 - 3.2.5 The provision of Number Translation Services.
 - 3.2.6 The provision of helpdesk services during the hours set out in the Schedule;
 - 3.2.7 The installation of Equipment at the Client's site(s), set out in the Order attached hereto;
 - 3.2.8 The provision of training in the use of the Equipment; and
 - 3.2.9 The provision of a basic online itemised billing facility.
- 3.3 During the term of this Agreement, Raw shall be entitled to:
 - 3.3.1 change the technical specification of the Network Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Network Services;
 - 3.3.2 Make alterations to the Network Services (including, but not limited to, conversions, shifts, renumbers and reconfigurations). Such alterations may result in temporary disruption to the Network Services and Raw will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.

- 3.4 In addition to its obligations set out the General Terms and Conditions attached hereto, Raw also warrants that it and its supplier shall comply with the General Conditions and any Special Condition applicable under the terms of the Communications Act.
- 3.5 Raw cannot guarantee and does not warrant that the Network Services will be free from interruptions, including but not limited to interruption of the Services for operational reasons, interruption of the Network Services for emergency reasons or degradation of the quality of the Network Services.
- 3.6 Customer may place calls with Raw's Services or alternative supplier's services. Any Calls routed via Raw's Network Services will be supplied under the terms of this Agreement and charged accordingly.

4. ACCEPTABLE USE

- 4.1 Customer agrees to use the Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Raw from time to time.
- 4.2 Customer agrees to ensure that the Network Services are not used by its End Users to:
 - 4.2.1 make abusive, defamatory, obscene, indecent, menacing, disruptive, nuisance or hoax Calls, email or other communications;
 - 4.2.2 send or knowingly receive emails, uploads or other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
 - 4.2.3 send or knowingly receive material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.4 send or knowingly receive data in such a way or amount so as to adversely affect the Network (or any part thereof) which underpins the Services, its suppliers or third parties;
 - 4.2.5 carry out any fraudulent, criminal or otherwise illegal activity, including but not limited to Artificial Inflation of Traffic;
 - 4.2.6 enable any other service provider to route Calls, emails or other communications through Raw's Network;
 - 4.2.7 obtain access to restricted areas of the Network;
 - 4.2.8 in any manner which in Raw's reasonable opinion brings Raw's name into disrepute;
 - 4.2.9 engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
 - 4.2.10 knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.11 falsify true ownership of software or data contained in a file that the Customer or End User makes available via the Network Services;
 - 4.2.12 falsify user information or forge addresses;
 - 4.2.13 act in any way which threatens the security or integrity of any computer system;
 - 4.2.14 violate general standards of internet use, including but not limited to denial of service attacks, web page defacement and port or number scanning.

5. CUSTOMER'S OBLIGATIONS

During the term of this Agreement, the Customer shall:

- 5.1 Pay all additional charges levied by Raw, including but not limited to those arising from Call charges incurred by the Customer:
 - 5.1.1 Customer undertakes to pay all Call Charges including those incurred by unauthorised access to or use of the Network Services, including but not limited to use of unbarred premium rate numbers and rogue diallers.
- 5.2 Indemnify Raw against all claims made by third parties arising from faults in the Network Services.
- 5.3 In the event that (beyond Raw's reasonable control) Calls are routed other than by Raw's Network:
 - 5.3.1 pay invoice(s) raised by third party supplier(s);

- 5.3.2 notify Raw immediately of any invoices for services raised by a third party for services that are covered by this Agreement.
- 5.4 Ensure that adequate resilience is in place in the event of a power failure, including, but not limited to having the means to make emergency calls.
- 5.5 Ensure that all reasonable measures to minimise Toll Fraud are made, as set out in clause 12 hereof
- 5.6 In the event that Customer has subscribed to Call Recording services, Customer shall:
 - 5.6.1 ensure full compliance with the statutory requirements for the use of such service; and
 - 5.6.2 indemnify Raw against any claims made against Customer which result from the use of such service.
- 5.7 Use presentation number functionality in accordance with the "Guidelines for the provision of calling line identification facilities and other related services over electronic communication networks" published by Ofcom from time to time.
- 5.8 In the event that Raw receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order made under the Communications Act, Customer will do everything reasonably required by Raw to ensure that Raw and its supplier will be in compliance with their respective obligations under the provisions of the Communications Act and any code adopted by Ofcom in respect of the provision of the Services.
- 5.9 Agree that in all instances where it attaches Equipment that has not been provided by Raw to the Network Services that such Equipment shall be technically compatible and conforms to the relevant standard or approval for the time being designated under the Communications Act, the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 or any instruction issued by Raw in relation thereto.
- 5.10 Accept that in the event that it attaches Equipment that does not comply with the provisions of sub-clause 5.9 and such Equipment in the reasonable opinion of Raw is causing disruption to the Network Services, Raw shall be entitled to suspend the provision of the Network Services forthwith.
- 5.11 Only connect Equipment to Raw's Network via connection points that are approved by Raw.
- 5.12 Not copy, reverse engineer or modify any software or copy any manuals or documentation provided by Raw under the terms of this Agreement.
- 5.13 Comply with all applicable laws, including but not limited data protection and codes of conduct, including but not limited to those issued by Ofcom and PhonePayPlus.
- 5.14 Co-operate reasonably with Raw's supplier in the event that the supplier directly contacts Customer to make or change appointments or to request information in respect of an installation, incident or Nuisance Calls.
- 5.15 In the event that Client elects to configure the Services to present the Calling Line Identity ('CLI') when an outgoing Call is made, Client:
 - 5.15.1 shall ensure that the CLI is of a national significant format, is allocated to the End User and that Client and End User possess all necessary permissions in respect of the Line;
 - 5.15.2 shall ensure that in the event that the CLI is not allocated to the End User, Client possesses current written consent for its use by the allocated owner;
 - 5.15.3 shall ensure that under the terms of the CLI code of practice, the CLI presented is allocated to the Client, is in use, connected to a terminal and is capable of receiving Calls.
 - 5.15.4 acknowledges that SCCL shall be entitled to suspend or terminate the Services forthwith if the Client breaches the terms of sub-clause 5.15 and hereby indemnifies SCCL against any claims arising from such breach.

6. RAW'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Customer of its obligations hereunder, Raw shall:

- 6.1 Provide the Services set out in this Agreement, subject to any Service Limitations set out in the Order and Schedule.

- 6.2 Make available a helpdesk service that shall provide support and guidance in the use of the Network Services and manage the resolution of all Services-related Incidents raised by Customer.
- 6.3 Respond to fault reports made by Customer and make reasonable endeavours to repair any fault that is within the Network or directly caused by Raw, its employees, agents, subcontractors or suppliers:
- 6.4 Make reasonable endeavours to provide the Network Services by the agreed date.
- 6.5 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons we may place on the Network Services.
- 6.6 Comply with Customer's requirements regarding telephone directory listing, as set out in the Order.

7. INDEMNITIES

- 7.1 Customer agrees to indemnify, defend and hold harmless Raw or its supplier from and against any liabilities, actions, losses damages, judgements, costs, fines, claims or expenses incurred by Raw or its supplier or legal proceedings which are brought or threatened against Raw or its supplier by a third party in the event of:
 - 7.1.1 the Network Services being used in breach of the acceptable uses set out in Clause 4 hereof, except where such a breach results from fraud by Raw or its supplier;
 - 7.1.2 Customer being or having been in breach of sub-clauses 5.8 or 5.10 hereof or Clause 8 of the General Terms;
 - 7.1.3 any fraud except by Raw or its supplier;
 - 7.1.4 the End User not having given permission for Raw, its subcontractor or supplier to carry out work at the End User's site.
- 7.2 In the event that Raw becomes aware of any claim as set out in sub-clause 7.1 it shall:
 - 7.2.1 as soon as reasonably practical, notify Customer of such claim;
 - 7.2.2 make no admission relating to such claim or legal proceedings without agreement of Customer, such agreement not to be unreasonably delayed or withheld;
 - 7.2.3 consult with Customer regarding the conduct of any action and have due regard for the Customer's representations and not agree any settlement, legal proceedings or make any payment by way of liquidated damages without the prior written agreement of Customer, such agreement not to be unreasonably delayed or withheld.
- 7.3 Subject to the limitations in Clause 10 of the General Terms and Conditions, each party (the first party) to this Agreement will fully indemnify and hold harmless the other from any claim or liability whatsoever from a third party arising directly or indirectly from the failure of one of the first parties to obtain or maintain any of the licences, approvals, authorisations or consents as set out in sub-clauses 5.3 and 6.14 of the General Terms and Conditions.
- 7.4 Raw will indemnify Customer against all claims and proceedings arising from infringement of any intellectual property rights by reason of Raw's provision of the Services to Customer, PROVIDED always that such claims or proceedings are not caused by Customer:
 - 7.4.1 using the Services in conjunction with other Equipment or software or any other service not approved by Raw;
 - 7.4.2 modifying or altering any Equipment or configuration thereof without the prior written consent of Raw;
 - 7.4.3 using the Network Services otherwise than in accordance with the terms of this Agreement.

8. GENERAL

- 8.1 Customer acknowledges that title to the Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by Raw or its supplier and Customer agrees not to sell, transfer or otherwise re-allocate the number to a third party.
- 8.2 In the event that Customer requests paper-based itemised bills, Raw shall provide such and shall make an additional charge, at its prevailing rates, for the provision of such facility.
- 8.3 Upon written notice given by Raw's supplier, Raw's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to the supplier or to its nominee.

- 8.4 Raw has no control over the data delivered to the Customer over the Lines provided by Raw and therefore cannot accept liability for loss or damage caused by malicious data including, but not limited to viruses, Trojan horses or spam.
- 8.5 In the event that an appointment is made with Customer for a visit to site and that at the appointed time Raw is unable to access Customer's site, or the appointment is otherwise broken by Customer, Raw shall be entitled to charge Customer at the rate set out in the Tariff.
- 8.6 In the event that Raw carries out work in response to a fault reported by Customer and Raw subsequently determines that such fault either was not present or was caused by an act or omission of Customer, Raw shall be entitled to charge Customer at the rate set out in the Tariff.

9. TERMINATION

- 9.1 In addition to the provisions of Clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 by either party by giving the other not less than thirty days' notice in writing to terminate at the end of the Minimum Term or Additional Term thereafter;
- 9.1.2 by Customer by giving twenty one days' notice in writing in the event that Raw makes changes to the terms of this Agreement which are materially disadvantageous to Customer (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within twenty eight days of the effective date of the change(s).
- 9.1.3 forthwith by either party during the Run-Up Period in the event that Raw discovers technical issues including location of Customer's site, which prevent it from being able to provide the Services or part thereof;
- 9.1.4 forthwith by Customer during the Run-Up Period in the event that Customer decides not to accept any Excess Construction Charges which Raw becomes aware of and duly notifies Customer;
- 9.1.5 by Raw in the event that its supplier ceases to provide the Services.
- 9.2 In the event of termination of this agreement, howsoever occasioned, the Customer shall be responsible for:
- 9.2.1 arranging for services to be provided by an alternative supplier; and
- 9.2.2 payment of any charges due to Raw arising from Customer's failure to arrange for services to be provided by an alternative supplier.
- 9.3 On termination, all Subscriber Numbers allocated to Customer under the terms of this Agreement shall be transferred to Raw's supplier.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation shall be raised by Raw immediately following the RFS Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for usage-based charges during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Except in the case of demonstrable error, all charges will be calculated in accordance with data collected by or on behalf of Raw.
- 10.3 Installation charges set out in the Order are an estimate. In the event that during Raw's survey, to be carried out during the Run-Up Period, Raw identifies additional installation costs ('Excess Construction Charges'):
- 10.3.1 Raw shall notify Customer of such Excess Construction Charges as soon as reasonably practicable;
- 10.3.2 Customer shall within fourteen Working Days notify Raw of acceptance or non-acceptance of such Excess Construction Charges;
- 10.3.3 All work to provision the Services shall be suspended by Raw until such notice is received;
- 10.3.4 In the event that Customer does not accept such Excess Construction Charges, Customer shall be entitled to terminate this Agreement forthwith without incurring cancellation charges;

- 10.3.5 In the event that Customer does not notify Raw of acceptance of such Excess Construction Charges within fourteen Working Days, Raw shall be entitled to terminate this Agreement and charge Customer for costs reasonably incurred.
- 10.4 Customer acknowledges that the charges for the Minimum Term are calculated by Raw in consideration inter alia of the setup costs to be incurred by Raw and the length of the Minimum Term offered.
- 10.5 Customer agrees that Customer shall be liable for termination charges in the event that this Agreement is terminated by:
 - 10.5.1 Customer terminating this Agreement at convenience prior to the end of the Minimum Term, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Minimum Term (including charges for Rental Equipment) plus any additional costs levied on Raw by its supplier;
 - 10.5.2 Customer terminating this Agreement at convenience prior to the end of any Additional Term, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Additional Term (including charges for Rental Equipment);
 - 10.5.3 Customer terminating this Agreement at convenience during the Run-Up Period, whereupon Customer shall be liable for all set-up costs and cancellation costs incurred by Raw up to the date that Raw received notice of Customer's intention to terminate;
 - 10.5.4 Raw terminating this Agreement prior to the end of the Minimum Term by reason of Customer's un-remedied breach of the terms of this Agreement, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Minimum Term (including charges for Rental Equipment) plus any additional costs levied on Raw by its supplier;
 - 10.5.5 Raw terminating this Agreement during an Additional Term by reason of Customer's un-remedied breach of this Agreement, whereupon Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Additional Term (including charges for Rental Equipment);
- 10.6 Customer shall not be liable for termination charges in the event that this Agreement is terminated by:
 - 10.6.1 Customer at the end of the Minimum Term or end of any Additional Term PROVIDED THAT Customer properly serves written notice to terminate, in accordance with Clause 9 of this Supplement and Clause 11 of the General Terms;
 - 10.6.2 Customer or Raw during the Run-Up Period by reason of Raw becoming aware that will be unable to provide the Services or part thereof;
 - 10.6.3 Raw at any time in the event that it can no longer provide the Services or part thereof;
 - 10.6.4 Customer by reason of Raw's un-remedied breach of the terms of this Agreement;
 - 10.6.5 Customer in the event that Raw or its supplier makes changes to the Services which materially adversely affect Customer;
 - 10.6.6 Customer in the event that Raw makes changes the terms of this Agreement which are materially disadvantageous to Customer PROVIDED THAT Customer complies with the provisions of sub-clause 9.1.2 hereof.
 - 10.6.7 Customer in the event that Customer does not accept Excess Construction Charges, PROVIDED THAT Customer complies with the provisions of sub-clauses 10.3.3 and 10.3.5 hereof.

11. LIMITATIONS

- 11.1 The provision of these Services by Raw is contingent upon Customer having pre-installed BT-supplied lines, but is regardless of Customer's current service provider.
- 11.2 Customer accepts that the implementation of Carrier Pre-Select Services may preclude the use of certain features of the Services (as described in the Schedule).
- 11.3 Customer accepts that certain features of the Services (as described in the Schedule) may not be available at all sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Services.

12. TOLL FRAUD

- 12.1 Customer is exclusively responsible for the prevention of Toll Fraud, and in the event that such Toll Fraud or other misuse occurs, Customer is liable for all charges incurred.
- 12.2 Customer agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
 - 12.2.1 Regularly changing system passwords;
 - 12.2.2 Regularly changing user passwords;
 - 12.2.3 Changing passwords as appropriate when employees leave;
 - 12.2.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
 - 12.2.5 Barring premium-rate numbers wherever practicable;
 - 12.2.6 Barring international calls wherever practicable – in particular, barring calls to countries that Customer doesn't deal with;
 - 12.2.7 Barring outgoing calls outside of Customer's hours of business, whenever practicable.
- 12.3 Raw shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 12.4 Customer shall notify Raw immediately in the event that it becomes aware of or has reasonable suspicion that a fraud or illegal misuse may have or will take place:
 - 12.4.1 upon notification, Raw shall take immediate steps to suspend the relevant part or parts of the Network Services and ensure that no further traffic is permitted on the relevant Lines;
 - 12.4.2 Raw shall not be liable for any charges or liabilities incurred by the Customer prior to the suspension of Network Services.
- 12.5 On notification of suspected fraud by Customer, Raw shall immediately block or suspend or otherwise limit the appropriate part of the Services to prevent further fraud.

13. NUISANCE CALLS

Raw provides a Nuisance Calls advice service, which will provide advice to Customer and if requested by Customer shall escalate the issue to its supplier for appropriate action ('Nuisance Calls Service').

- 13.1 In the event that Customer is in receipt of Nuisance Calls, Customer shall report the matter to Raw.
- 13.2 Raw will issue appropriate advice to Customer, and Customer shall make reasonable steps to follow such advice.
- 13.3 In the event that the Nuisance Call issue remains unresolved, Customer shall be entitled to request that Raw escalates the issue with its supplier, PROVIDED THAT:
 - 13.3.1 Raw's reasonable advice has been followed; and
 - 13.3.2 Customer agrees that if requested by Raw or its supplier, Customer shall contact the police or other competent law enforcement agency; and
 - 13.3.3 Customer acknowledges that Raw's supplier will make a charge for the provision of its Nuisance Calls Service and Customer agrees to pay such charges; and
 - 13.3.4 There is suspicion of a criminal offence; or
 - 13.3.5 Further investigation is required because it has not been possible to establish a means to prevent such Nuisance Calls.
- 13.4 Raw shall, on receipt of Customer's request for escalation, request that its supplier invokes its Nuisance Calls Service as set out in the Schedule attached hereto.

14. ADDITIONAL CONDITIONS THAT APPLY TO THE USE OF NUMBER TRANSLATION SERVICES

- 14.1 Customer agrees to comply with and be bound by the Code of Practice of PhonePayPlus (the 'Code') as amended from time to time.
- 14.2 Customer agrees to abide by any instruction, direction, recommendation or advice that PhonePayPlus gives in general or express regard to Customer's use of Number Translation Services.
- 14.3 Raw shall be entitled to immediately suspend or terminate Number Translation Services in the event that Raw reasonably believes that:
 - 14.3.1 Customer is in breach of the Code;
 - 14.3.2 The Number Translation Services are being used fraudulently;

- 14.3.3 Customer is not providing a bona fide service as recognised by PhonePayPlus;
- 14.3.4 Customer is conducting business illegally or for an illegal purpose;
- 14.3.5 Number Translation Services are being used in connection with fraud or other criminal activity against Raw, its suppliers or other public telecommunications operators, which for the avoidance of doubt, includes artificial inflation of Call traffic.
- 14.4 Customer shall provide Raw or PhonePayPlus any information reasonably requested which relates to Customer's usage of Number Translation Services.
- 14.5 Customer also agrees that:
 - 14.5.1 Raw or PhonePayPlus may monitor Customer's use of Number Translation Services;
 - 14.5.2 Raw may withhold such payment sums as PhonePayPlus may direct, which would otherwise be payable to Customer, until directed to release the payment;
 - 14.5.3 Raw shall pay refunds from withheld payments on Customer's behalf, when directed to do so by PhonePayPlus;
 - 14.5.4 Raw may apply such withheld payments towards sums due in respect of fines, charges or other costs arising from Customer's breach of the Code, after deduction of costs or losses incurred by Raw in respect thereof;
 - 14.5.5 Customer shall be liable without limitation to Raw for all losses, claims or costs suffered, arising or incurred as a result of any fraudulent use of the Number Translation Services by Customer, its employees, agents and subcontractors;
 - 14.5.6 Customer shall not make (nor allow anyone on Customer's behalf to make) calls to the Number Translation Services other than at what Raw deems reasonable intervals for the purpose of testing that the service is working correctly.
- 14.6 Customer warrants that the supply to it of Number Translation Services by Raw does not breach the terms of any sanction imposed by PhonePayPlus on Customer, its employees, agents, subcontractors or third parties using its services.
- 14.7 Notwithstanding the provisions of Clause 16 of the General Terms and Conditions, the terms of this Clause 15 may be directly enforced by PhonePayPlus in accordance with section 1 of the Contracts (Rights of Third Parties) Act 1999.
- 14.8 Customer shall be entitled to receive rebate payments from Raw based on the volume of call traffic generated by the use of the applicable Number Translation Services number range, calculated by reference to data logged by Raw.
- 14.9 The rate at which the rebates are applied and monthly rebate payment threshold ('Payment Threshold') are set out in the Order.
- 14.10 Raw shall make a monthly rebate payment provided that the Payment Threshold is exceeded in the applicable calendar month. Rebates that are not paid due to falling below the Payment Threshold will be carried forward to the following month.
- 14.11 Payments will be made by Raw no later than thirty days after the end of the month in which the rebates are accrued.
- 14.12 Raw shall be entitled to withhold payment of rebates:
 - 14.12.1 Upon and during any period that the Services are suspended;
 - 14.12.2 If in Raw's reasonable belief, Customer is in breach of this Agreement;
 - 14.12.3 If Raw is made aware, or reasonably believes that Customer has increased payment entitlement by fraudulent or improper means;
 - 14.12.4 If Raw's supplier has failed to provide the corresponding payment.
- 14.13 Raw shall be entitled to set off any charges due to it against any payments due to Customer.
- 14.14 On termination of this Agreement Customer shall be entitled to receive all remaining accrued rebates, subject to set-off against any termination charges that may be incurred;

Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Raw. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

The Line rental services provided by Raw and described in clauses 1, 2 and 3 of this Schedule comprise the rental of analogue and or digital Lines from the Line card housed in Raw's supplier's Exchange(s) to the NTE at the Customer's site(s). The Line(s) are owned and maintained by Raw's supplier. A number of ancillary services are supported (the actual services available are to some extent determined by the type of Line) and are described in Clause 4 of this Schedule.

Network Services

1. Analogue Line

A PSTN connection from the Raw's supplier's Exchange to the NTE at Customer's premises. Two options are provided:

- 1.1 A single PSTN connection which supports a single number
- 1.2 A multi-line PSTN connection which supports a group of between two and two hundred Lines. Incoming calls are routed either to the first available Line or in rotation.

2. ISDN2e Line

An ISDN2e connection from Raw's supplier's Exchange to the NTE at Customer's premises. The service is delivered over the copper-pair based Local Loop. Each ISDN2e bearer provides two 64kbps data/voice channels. Additional channels can be provided on a per pair basis. Advantages of ISDN2e include:

- 2.1 Unlimited number of DDI numbers;
- 2.2 Call quality is nearly always better than an analogue Line;
- 2.3 Pairs of channels can be combined to provide higher bandwidth for data transfer.

3. ISDN30e Line

An ISDN30e connection from Raw's supplier's Exchange to the NTE at Customer's premises. ISDN30e provides a minimum of eight 64kbps voice / data channels (extendable to thirty) and one 64kbps signalling channel. Additional channels can be provided on a per-channel basis. The maximum number of channels per bearer is thirty. There is no minimum number of channels for second and subsequent bearers except those used for the provision of site assurance services (clause 5 refers). Advantages of ISDN30e include:

- 3.1 Unlimited number of DDI numbers;
- 3.2 Channels can be combined to provide higher bandwidth for data transfer;
- 3.3 Wide range of site assurance options are available to ensure business continuity in the event of Line / Exchange / Customer site outages.

4. Features

All potentially available features are listed, however availability of Features is subject to the terms of clauses 11.2 and 11.3 of this Supplement.

4.1 Selective Outgoing Call Barring

Barring of Calls to selected categories of number (except 999, 112, 192, 150, 151, 154 and 0800) or any combination:

- 4.1.1 International
- 4.1.2 Premium Rate Services

4.1.3 Operator Calls

4.2 Permanent Outgoing Calls Barred

Permanent outgoing call barring enables Customer to have incoming-only lines.

4.3 Permanent Incoming Calls Barred

Permanent incoming call barring enables Customer to have outgoing-only lines.

4.4 Selective Outgoing Call Barring – International and Premium Rate Services, Operator Controlled Calls

4.5 Administration Controlled Call Forward of Voice and Data Calls

Administration Controlled Call Forwarding diverts Calls to a single number and is controlled at the Exchange by Raw. The forwarded leg of the Call is chargeable. Calls can be forwarded based on any combination of the following:

4.5.1 on busy;

4.5.2 on no reply;

4.5.3 unconditionally (that is, all Calls will be forwarded).

4.6 Customer-Controlled Call Forwarding

Customer-Controlled Call Forwarding diverts Calls to a single number and is controlled and set up by Raw on Customer's CPE, provided that the feature is supported. The forwarded leg of the Call is chargeable. Calls can be forwarded based on any combination of the following:

4.6.1 on busy;

4.6.2 on no reply;

4.6.3 unconditionally (that is, all Calls will be forwarded).

4.7 Calling Line Identity Presentation

Calling Line Identity Presentation enables the display of the calling number on Customer's terminal provided that caller has not restricted the release of the number.

4.8 Calling Line Identity

Calling Line Identity enables the receiver of Customer's Call to have the calling number displayed on their terminal. This feature can be overridden on an individual Call basis by prefacing the number dialled with '141'.

4.9 Calling Line Identity Restriction

Calling Line Identity Restriction prevents the receiver of Customer's Call from being able to display the calling number on their terminal. This feature can be overridden on an individual Call basis by prefacing the number dialled with '140'.

4.10 Connected Line Presentation

Connected Line Presentation enables the display of the connected number on Customer's terminal (which may not be the number dialled) for the duration of the Call; provided that called party has not restricted the release of the number.

4.11 Connected Line Restriction

Connected Line Restriction prevents the Customer's terminal from displaying the connected number on their terminal.

4.12 20 Octet Sub Addressing

20 octet sub addressing enables the End User to add up to six octets to a dialled number to select a destination, device or end point beyond that indicated by the called national number. The use of this feature restricted to ISDN to ISDN Calls (ISDN2e or ISDN30e) and is dependent on:

4.12.1 Customer's CPE supporting the feature;

4.12.2 Customer enabling Calling Line Identity Presentation.

4.13 Call Deflection

Call deflection enables the deflection of up to four voice or data Calls to another ISDN number during the alerting (ringing) phase of the Call. Call deflection can be configured to deflect Calls of certain types or from certain numbers to specific numbers or DDI extensions. This feature can only be configured if it is supported by Customer's CPE.

4.14 Indirect Access

End Users can prefix dialled numbers (on a Call by Call basis) with Indirect Access codes to route calls via different supplier's networks.

4.15 Carrier Pre-Selection

Administration-controlled pre-selection of Indirect Access codes, which can be set globally or selected by number category.

4.16 Indirect Access Call Barring

Administration-controlled barring of Calls that are prefaced by an Indirect Access Code.

4.17 Anonymous Call Rejection

Administration-controlled rejection of Calls that have calling-line identity withheld.

4.18 Call Hold

Call hold allows an End User to switch between an active Call and a Call that is on hold or in the alerting phase. This feature can only be configured if supported by Customer's CPE.

4.19 Call Waiting

Call waiting sounds a soft intermittent tone when a Call is in process and another Call is made to the same Line. This feature can only be configured if supported by Customer's CPE.

4.20 Call Minder

Voicemail functionality for single Analogue Lines only.

4.21 Caller Redirect

When the Services on a specific Line are ceased, Calls are redirected to a recorded message service that advises the caller of a new telephone number. The caller is not redirected to the new number.

4.22 DDI (Direct Dial In) Caller Redirect

When the Services on a specific block of DDI numbers are ceased, Calls are redirected to a recorded message service that advises the caller of a new telephone number. The caller is not redirected to the new number.

5. Site Assurance and Continuity Services

Site Assurance Service enables Customer to have Calls (voice and data) re-routed by Raw to an single number at an alternative site should the normal site become unusable for any reason:

5.1 Raw will use reasonable endeavours to re-route all calls within 24 hours (or target Incident resolution time if lower) of a request to do so being made by Customer;

5.2 In the event that calls are forwarded, the forwarded leg of the Call is chargeable.

5.3 Raw provides a range of additional Assurance / Continuity Services for ISDN30e Lines:

5.3.1 Site Assurance also provides re-routing to a "disaster recovery" site. Raw will re-route Calls and data to a group of ISDN30e or ISDN2e channels that are not normally used at an alternative site.

5.3.2 Alternative Routing provides assurance in the event of the primary ISDN30e Line failure. A backup ISDN30e Line is installed between Customer's site and the local Exchange. In the event that the primary Line fails, Raw will re-route Calls / data to the backup Line;

5.3.3 Diverse Routing provides continuity in the event of failure of the primary ISDN30e Line or a failure at the local Exchange. In the event that the primary Line fails or failure at the local Exchange, Raw will re-route Calls and data to the backup Line and alternative Exchange.

Non-Network Services

6. Help Desk

Raw's helpdesk service provides support and assistance in the use of the Services during the hours of cover set out in paragraph 8 below:

- 6.1 Provision of help and guidance in the use and configuration of the Services;
- 6.2 Management of the prompt resolution of Incidents raised by Customer;
- 6.3 Provision of a Nuisance Calls advice service;
- 6.4 Provision of work-arounds where possible in the event that full resolution of an Incident requires ongoing or substantial work;
- 6.5 Remote-access support if possible and appropriate;
- 6.6 Provision of on-site assistance when it is agreed between the parties that such is the best method of resolving an Incident;
- 6.7 Management of hardware, firmware and software upgrades as required as a result of Incidents, routine maintenance or product / service improvement activities by Raw or its supplier;
- 6.8 Escalation management if required in the event of protracted Incident resolution.
- 6.9 Customer shall make requests for assistance by one of the following methods:
 - 6.9.1 Via Raw's web support portal;
 - 6.9.2 By Email to Raw's help desk;
 - 6.9.3 By Telephone to Raw's help desk;
 - 6.9.4 Via facilities provided by a re-seller of Raw's Services.
- 6.10 Customer shall be advised of the proper method for contacting Raw's help desk at the commencement of this Agreement.

7. Service Levels

- 7.1 Raw shall use reasonable endeavours to resolve faults in the Network Services in time-scales and hours of cover set out below and according to the selected Service Level set out in the Order:

| Support Level | Target Resolution Time | Hours of Cover |
|---------------|---|--|
| Care Level 1 | 23:59 on next Working day plus one Working Day | Monday to Friday 09:00 to 17:00 excluding bank and public holidays |
| Care Level 2 | 23:59 on next Working Day, or date of any appointment made to visit Customer's site | Monday to Friday 09:00 to 17:00 excluding bank and public holidays |
| Care Level 3 | 23:59 on current Working Day if Incident is reported before 12:00 or (if reported later than 12:00) 23:59 on next Working Day, or date of any appointment made to visit Customer's site | Monday to Friday 09:00 to 17:00 excluding bank and public holidays |
| Care Level 4 | Six hours | Monday to Friday 09:00 to 17:00 excluding bank and public holidays |

- 7.2 All Incident reports will be acknowledged (Initial Response) within 30 minutes.
- 7.3 Elapsed time is calculated as Stop Time minus Start Time minus any Parked Time, where:
- 7.3.1 Start Time is the time that an Incident/fault is initiated on Raw's fault handling system.
 - 7.3.2 Stop Time is the time at which the status of the incident/fault becomes Resolved. The case may be kept open for monitoring purposes after such time.
 - 7.3.3 Parked Time is time during which Raw is unable to progress the resolution of the incident for reasons beyond its control, including but not limited to:
 - Raw has requested and is awaiting information missing from the Incident report.
 - Raw is awaiting power up/down of the Customer's Equipment.
 - Raw is awaiting the Customer's availability for a site-visit, or the arrangement thereof.
 - The Customer is unavailable to respond to Raw.
 - Access is unavailable at the Customer's site at the agreed time for a visit.
- 7.4 Target resolution times set out in paragraph 8 do not cover faults that are associated with physical cable breaks or vandalism within the Local Loop network. Estimated restoration of service will be communicated to the customer via Raw's Helpdesk. Approximate restoration of service will be 5-10 working days.
- 7.5 Raw shall make reasonable endeavours to ensure that the Network Services are fully available twenty four hours per day, three hundred and sixty five days per year, save for Support Desk Services in the event that a lower level of service is set out in the Order. However it is not possible to guarantee 100% availability of the Network Services and Raw does not make such warranty. Reasons for reduction in functionality or unavailability of the Network Services include, but are not limited to:
- 7.5.1 Faults occurring within Networks or connections thereto provided by Raw's supplier;
 - 7.5.2 Faults occurring in the PSTN;
 - 7.5.3 Faults occurring in the Public Internet;
 - 7.5.4 Planned maintenance (Raw will provide reasonable notice in the event of such maintenance);
 - 7.5.5 Emergency maintenance;
 - 7.5.6 Force Majeure events.

8. Nuisance Calls Service

The Nuisance Calls Service is available from 9:00 to 17:00 Monday to Friday, excluding bank and public holidays and provides, at the sole discretion of Raw's supplier, the following services:

- 8.1 Call tracing;
- 8.2 Call logging to allow Customer to collate / analyse information about Nuisance Calls;
- 8.3 Compilation and provision of information which can be used by the police or any other competent law enforcement agency;
- 8.4 Liaison with the police or other competent law enforcement agency;
- 8.5 In the event that the CLI originates from a power dialler known to Raw's supplier, request that Customer's number(s) is / are removed from the relevant power dialler list;
- 8.6 Provide further advice and recommendations.

9. Complaint Handling

- 9.1 If Customer is dissatisfied with any Services-related matter, Customer should make a complaint using the following escalation path. If the complaint remains unresolved, Customer should escalate to the next level in the escalation path.

| Escalation Level | Contact | Role | Contact Details |
|------------------|---------|---------------------|-----------------|
| 1 | | Support Team Leader | 0845 121 0206 |

| | | | |
|---|--|-------------------|---------------|
| | | | |
| 2 | | Account Manager | 0845 121 0206 |
| 3 | | Managing Director | 0845 121 0206 |

9.2 Formal complaints can be made by e-mail or telephone, and will be responded to within ten Working Days.