

SCC Telecommunications Services

Master Service Agreement [AV3]

Recital:

SCC is a technology services integrator reselling telecommunications services, such as but not limited to Ethernet, Broadband, Mobile, Unified Communications and Cloud services, as described in the individual Product Annex.

SCC wishes to supply the Services (as defined below) and the Customer wishes to obtain the Services on the terms of this Agreement, Product Annexes or Order(s) as defined below for resale to Intermediaries or its own customers, and where it so wishes, for its own use.

1 DEFINITIONS

1.1 Save as otherwise provided, capitalised terms used in this Agreement shall have the meanings ascribed thereto below:

Acceptable Usage Policy means the policy referred to in Clause 5.5(a);

Account Manager means the nominated SCC sales representative who provided the quotation for the Services and is Customer's general point of contact at SCC;

Activation occurs on the date notified to Customer by SCC in an Order or otherwise (in writing) as the date the relevant the Service is available for use and 'Activated' will be construed accordingly;

Activation Charges mean those amounts payable by Customer to SCC for the connection and Activation of a Service as set out in the relevant Order or as otherwise agreed by the Parties (in writing) prior to installation of the Service;

Activation Date in relation to a Service provided under any Order means the date that Service is Activated;

Affiliate means, in relation to either Party, a company which is a subsidiary or holding company of it, or any company which is a subsidiary of any such holding company, "holding company" and "subsidiary" having the meanings ascribed to them in section 1159 Companies Act 2006;

Agreement means this master services agreement, including the Terms and Conditions and relevant Product Annexes;

Bandwidth means the rate, in bits per second, which data packets can be transferred over the Service. This is always quoted in bits per second (bps), never Bytes per second (Bps) and does not factor in packet overheads;

Bribery Act means the Bribery Act 2010;

BT means BT Group PLC and includes BT Retail, BT Wholesale and BT Openreach and any other sub-divisions of BT Group PLC as necessary;

Carrier means any supplier of telecommunications services to SCC where such services are used by SCC to provide the Services;

Charges means the Activation Charges and the Recurring Charges and any other charges set out in the Order or otherwise payable under a Contract;

Confidential Information means all confidential information (however recorded or preserved)

disclosed by a Party to the other Party including but not limited to:

- (a) the existence and terms of the Agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, affairs, customers (including End Users), clients, suppliers, plans of the disclosing Party (or of any member of the group of companies to which the disclosing Party belongs);
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party (or of any member of the group of companies to which the disclosing Party belongs); and
 - (iii) any information developed by the Parties in the course of carrying out this Agreement;

Connection means the connection (or connections, if there is more than one) between the Network and Customer's or End User's network as specified in the Product Annex which is required in order to receive the Service. If there is more than one connection, "Connection" will be construed accordingly;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures means as defined in the Data Protection Legislation;

Contract means a contract entered into between SCC and the Customer following acceptance by SCC of an Order in accordance with Clause 4.7 and incorporating the terms of such Order, this Agreement and any schedule(s) appended to this Agreement

Control will be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** will be construed accordingly;

Customer means the company referenced in the Order

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

Domestic Law means the UK Data Protection Legislation and any other law that applies in the UK.

Early Termination Charges means the amount equal to the Charges that would have been payable during the entire Initial Term (had the Contract not been terminated early by the Customer under Clause 16.2A(a)) less any Charges already paid by the Customer for that Service, which will be charged by SCC to the Customer for terminating a Contract/Service(s) prior to the expiry of the applicable Initial Term of such Contract under Clause 16.2A(a);

Effective Date: means the date that the last Party signs

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the Contract;

End User means a company or organisation that utilises the Services supplied by SCC, either:

- (a) directly from SCC (for example, the Customer will utilise the Services directly when the Customer purchases the Service(s) for its own use); or
- (b) indirectly through a permitted Intermediary (approved in accordance with Clause 2.2), including any Intermediary Customer;

SCC Core Network or **Core Network** means the telecommunications network owned and/or controlled by SCC in the provision of the Service;

Force Majeure means as described in Clause 14;

Initial Term means the initial term of a Contract, as set out in the Product Annex and confirmed in an Order;

Intellectual Property means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Intermediary means the Customer, who purchases the Service(s) from SCC for the benefit of, and for use by, an Intermediary Customer, and not for such company's own benefit or use, for example a systems integrator or prime contractor;

Intermediary Customer means any company or organisation who purchases the Services from an Intermediary and who receives and uses the applicable Service(s) as an End-User/service recipient of such Service(s);

Network means SCC Core Network and any other network operated by or on behalf of SCC to provide the Services including any third Party networks;

Network Availability means the CPE, when correctly connected and configured, is able ping one of the following DNS servers. These are currently 89.105.96.51 and 89.105.96.52, but may be subject to change from time to time;

Order will mean a completed electronic SCC order form for the Services, either via DocuSign or similar e-sign method, signed by an authorised representative of the Parties, together with any applicable accompanying SoW to such Order;

Order Acknowledgement Date means the date an Order has been stated as being accepted by SCC in writing to the Customer in accordance with Clauses 4.7;

Order Committed Date means the date defined in Clause 4.8;

Product Annex means the then-current published and dated version of the linked documents found at the following link: <https://www.scc.com/telecoms-standard-terms-and-conditions/> that form part of this Agreement and describe the relevant Services and may be amended by SCC from time to time in accordance with Clause 3.2.

Recurring Charges means those amounts payable by Customer to SCC on a recurring basis for provision of the Service as set out in the relevant Order and excludes installation, set-up or other one-off charges;

Customer Equipment means any hardware provided by Customer or End User to access the Service or connect to CPE/Service Equipment;

SCC means Specialist Computer Centres PLC (Company Number 01428210) whose registered office is at James House, Warwick Road, Birmingham, B11 2LE.

Service(s) means the service(s) specified on the relevant Order and/or Product Annex;

Service Equipment or **CPE** means all and any equipment provided and/or installed at the Service Location by or on behalf of SCC in connection with the Services;

Service Failure The Service will be considered to have failed if it has not been provided in accordance with the Service Levels applicable to such Service and as set out in a relevant Product Annex;

Service Levels means the performance service levels for the relevant Services set out in the relevant Product Annex;

Service Location means any premises controlled by the Customer (where it purchases Services for its own use) or End User at which the Services are to be provided as specified in the Order;

SoW means any written statement of work/scope of work document agreed and signed by the Parties (in writing) describing the scope of the applicable Service under an Order and which is expressly referenced in such Order. Any such SoW forms part of an Order;

Terms and Conditions means the terms and conditions contained in the main body of this master services Agreement excluding the Product Annexes;

Territory means the United Kingdom or any other territory agreed between the Parties in writing;

SLA or **Service Level Agreement** means the service level agreement setting out Service Levels and applicable service credits contained in the relevant Product Annex; and

Working Day means any day not being a Saturday or Sunday on which commercial banks are open for business in the City of London.

2 APPOINTMENT AS RESELLER

2.1 SCC appoints the Customer as its non-exclusive reseller to resell the Services in the Territory on the terms of this Agreement.

2.2 The Customer will not sell any of the Services through an Intermediary without the prior

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express written permission of SCC, which will not be unreasonably withheld or delayed. In any event, the Customer will ensure that it enters into a written contract with each Intermediary or End User (as applicable) on prudent legal terms which would ordinarily be expected of a professional and competent telecommunications provider. In particular (without prejudice to those provisions in this Agreement that contain an express requirement on the Customer to procure that an Intermediary or End User perform a task or obligation), the Customer will ensure that (as a minimum) the following provisions are flowed down mutatis mutandis in all such agreements: Clauses 5.3 to 5.5 (inclusive) and 10.

2.3 The Customer's appointment under this Clause 2 only grants to the Customer a licence to distribute the Service(s), and does not transfer any proprietary right, title or interest to any such Service(s) to the Customer, its agents or customers.

3 CONFLICT

3.1 If there is any conflict between:

- (a) this Agreement and a Contract, this Agreement will take precedence;
- (b) the documents which make up the Agreement, the following descending order of priority shall apply in the event of any inconsistency or ambiguity in such documents:
 - (i) the applicable Product Annex but not any provisions in the Product Annex regarding: B1) orders; B2) ordering process; B3) charges, price changes or price increases; B3) the definition of Early Termination Charges; and B4) Service warranties for Services not provided by Carriers, as the corresponding clauses of this Agreement will take precedence regarding such matters;
 - (ii) the Terms and Conditions;
 - (iii) the Schedules to this Agreement; and
- (c) the documents which make up a "Contract", the following descending order of priority shall apply in the event of any inconsistency or ambiguity in the such documents:
 - (i) the applicable Order (including any SoW forming part of such Order, but excluding the Product Annex(es));
 - (ii) applicable Product Annexes but not any provisions in the Product Annex regarding: B1) orders; B2) ordering process; B3) charges, price changes or price increases; B3) the definition of Early Termination Charges; and B4) Service warranties for Services not provided by Carriers, as the corresponding clauses of this Agreement will take precedence regarding such matters;
 - (iii) the Terms and Conditions; and
 - (iv) the Schedules to this Agreement.

3.2 The Customer acknowledges that due to the non-static fluid nature of the Service, SCC may change its Product Annex(es) from time to time without Customer's prior consent as long as: (a) SCC gives the Customer no less than thirty days'

prior written notice of any such change; and (b) such change does not adversely impact the Service(s). If any such change is materially detrimental to the Service under the relevant Order, then the Customer can terminate the applicable Service without penalty (except for paying the Charges for the Service provided up to the termination date) by giving notice (in writing) to SCC.

3.3 If there is any conflict or inconsistency between any later updated versions of a Product Annex (in accordance with Clause 3.2) and an earlier version of such Product Annex, the later updated version of such Product Annex will prevail to the extent of such conflict or inconsistency.

4 ORDER PROCESS

4.1 If the Customer wishes to order Services, the Customer will purchase and SCC will provide the Services to Customer in accordance with the terms of this Agreement (including the Product Annex(es)), the terms of any applicable Contract (including the terms of any applicable Order).

4.2 The Customer may from time to time deliver Orders to SCC for the Services. Orders will be placed and accepted in accordance with the Product Annex. Orders will be placed via an electronic order form provided by SCC or through the Portal, unless agreed otherwise in writing by the Parties.

4.3 The Customer will procure that each Order will be signed by a person authorised to sign an Order on behalf of the Customer and warrants that the persons (and users who are assigned permissions by the Customer as prescribed in SCC Dash Portal) will have authority to sign and submit Orders on behalf of the Customer.

4.4 SCC reserves the right to accept each Order at its discretion and may require the Customer to provide satisfactory financial and credit information before acceptance.

4.5 Once SCC confirms the acceptance of an Order in accordance with clause 4.7 below, each Order will form a separate Contract ("**Order Acknowledgment Date**") between SCC and the Customer and such Order will incorporate the Terms and Conditions of this Agreement and the relevant Product Annexes.

4.6 All pre-printed sale and purchase terms and conditions contained in any SCC quotation, Customer order form, Customer purchase order, letter or other document produced or provided by a Party to the other Party are excluded from the applicable Contract and will have no legal effect regardless of whether or not an authorised representative of a Party makes any verbal or written agreement to adhere to or be bound by such terms and conditions.

4.7 An Order is accepted when SCC notifies the Customer in writing (including by email) that:

- (a) a date has been set for the conduct of a site survey; or
- (b) a date has been set for Activation of any part of the Services or the installation of any equipment or part necessary for Activation of the Services;

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or

- (c) SCC has confirmed acceptance of the Order in writing to the Customer.

4.8 SCC will issue such notification by email to the Customer's authorised representative and the date of such notification shall (except in respect of Services which are mobile services as detailed in the Product Annex) be deemed to be the "Order Committed Date".

5 GENERAL CUSTOMER DUTIES AND OBLIGATIONS

5.1 The Customer undertakes to:

- (a) Not used
- (b) comply with the reasonable instructions of SCC;
- (c) employ a reasonably sufficient number of suitably experienced personnel to ensure the proper fulfilment of the Customer's obligations under this Agreement;
- (d) raise any known End User escalations/concerns to SCC during any weekly calls and monthly service meetings held between the Parties regarding the Service(s);
- (e) not used;
- (f) within 14 days of a written request from SCC at any time, provide such information as is reasonably requested by SCC about the Customer's processes and controls to support its compliance with this Agreement;
- (g) keep full and proper records in accordance with good industry practice relating to the Services which are reasonably required to demonstrate its compliance with this Agreement and allow SCC (or subject to confidentiality undertakings, its nominee, including without limitation its accountants or auditors), on reasonable notice at its own cost, annual escorted access to copies of such records relating to the Services for the purpose of inspection, however, such access rights exclude any records relating to, or containing, Customer's own costs/profit, End User's financial expenditure, confidential information of End Users or commercially sensitive information; and
- (h) inform SCC immediately of any changes in ownership or Control of the Customer and of any change in its organisation or method of doing business which might adversely affect the performance of the Customer's duties in this Agreement.

5.2 The Customer will comply in all respects with its obligations pursuant to the Agreement for Services.

5.3 Where Customer does not purchase the Service(s) for itself, the Customer hereby acknowledges and agrees that there is no obligation pursuant to this Agreement where SCC will provide any support services, assistance or guidance of whatever nature directly to End Users unless both the Customer and SCC are jointly involved in such

discussions/correspondence with the applicable End User.

5.4 Customer will be liable (subject to the limitations of liability and exclusions in this Agreement) for any direct losses incurred by SCC as a result of a breach of Customer's obligations in clause 5.1.

5.5 Customer will not (and procures that each member of its staff and personnel, Intermediary and End User will not) use any Service:

- (a) in breach of SCC's then-current Acceptable Usage Policy as updated from time to time by SCC in accordance with Clause 3.2 at: <https://www.scc.com/telecoms-standard-terms-and-conditions/>
- (b) in breach of any reasonable instructions given by SCC in this Agreement and each Contract.

5A SERVICE WARRANTIES

5A.1 SCC warrants that:

- (a) the Service(s) will be provided: (i) in accordance with this Agreement and the applicable Contract (including the Product Annex(es)); and (ii) with reasonable skill and care; and (iii) in accordance with good industry practice and all applicable laws; and
- (b) it has all necessary rights, licences and consents to perform the Service(s) and grant the Customer the rights specified in this Agreement.

6 SERVICE SUSPENSION/ALTERATION

6.1 Without prejudice to its other rights or remedies hereunder or generally at law, SCC may suspend provision of the Services or any part thereof under the affected Contract without liability to Customer:

- (a) forthwith on written notice to Customer (i) where Customer is in breach of Clause 5 and fails to remedy such breach within ten Working Days of being notified of such breach; and/or (ii) where SCC has a right to terminate the affected Contract, irrespective of whether it has exercised such right; and/or (iii) where Customer fails to pay any undisputed Charges in accordance with the relevant Contract, subject to SCC giving Customer at least 10 days prior written notice of its failure to pay and threatening suspension and such notice having expired without due payment by the Customer; and/or (iv) where SCC is required to comply with an order, instruction or request of a Government, court, agency or other competent administrative or regulatory authority, provided that SCC gives written notice to Customer where practicable; and/or
- (b) as provided under the relevant Product Annex where temporary changes may be required and made to the Network or the technical specification of a Service from time to time for operational or technical reasons as long as:
 - (i) to the extent SCC receives a planned maintenance or emergency maintenance notice from its Network operators or Carriers,

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SCC will provide an equivalent notice to Customer prior to any such suspension; and

- (ii) when the Services are reinstated, such Services will still comply with this Agreement and the applicable Contract.

7 CHARGES AND CREDIT TERMS

7.1 Invoices will be issued by email to the Customer "accounts" email address supplied to SCC on the relevant Order Form. It is Customer's responsibility to ensure a valid email address is maintained and notified to SCC for this purpose. SCC will not be liable for disruption of the Service as a result of the failure to maintain or to notify SCC of changes to this email address.

7.2 Acceptance by SCC of an Order may be subject to a credit check and/or payment, prior to Activation, of all Charges due in respect of the Initial Term.

7.3 In the following cases, SCC will be entitled to impose a credit limit on Customer and may require an upfront payment and on written notice to Customer, may suspend or withhold any Services in excess of the credit limit:

- (a) where Customer suffers a material and negative change in its financial or trading condition or in its credit rating; and/or
- (b) where Customer has failed to make payment of an undisputed due amount, SCC has notified Customer of the consequences of such non-payment and the Customer has failed to make such payment in cleared funds within twenty eight days (28) of such notification.

7.4 The Customer will make payments to SCC using electronic payment methods including BACS. Other payment methods may be agreed from time to time between the Customer and SCC. SCC will not charge the Customer any admin fee for the use of any payment method.

7.5 Prices stated or quoted by SCC do not include VAT. VAT will be added to invoices and is payable by Customer.

7.6 SCC may invoice Customer for the Activation Charges and the first instalment of the Recurring Charges at any time following processing and acceptance of the Order (save for leased lines which are invoiced following the Activation Date). Activation of the Services will be subject to payment by Customer of this invoice in accordance with the payment terms specified in this Agreement. Thereafter, the Recurring Charges will accrue daily with effect from the Activation Date and will be invoiced in advance at the frequency agreed on the Order.

7.7 Not used

7.8 Customer will make payment of all undisputed invoiced amounts duly invoiced under this Agreement within thirty (30) calendar days of the invoice date, such payment to be made in full, without deduction or withholding except as required by law. Save as specifically permitted by SCC by way of credits under this Agreement, Customer will not be entitled to any credit, set-off or counterclaim

against SCC.

7.9 Not used.

7.10 Not used.

7.11 Where Customer disputes any amount due under an invoice Customer will notify SCC in writing within two calendar months of the date of issue of the relevant invoice, such notification to provide a detailed account of why the invoice is disputed, including all calculations. All undisputed parts of an invoice will be payable in accordance with Clause 7 and the Parties will act in good faith and use reasonable endeavours to resolve the disputed sum following the dispute resolution procedure in Clause 20. A Customer may not dispute any invoices that are more than two calendar months old and the Customer will be deemed to have accepted such invoices as correct after such period.

7.12 SCC may, at its sole discretion, charge interest on any overdue amounts payable from the due date until the date of payment in full, whether before or after judgement, at the rate of five (5) percent per annum above the base rate of NatWest plc.

7.13 The Customer agrees that SCC may without notice assign to the benefit of a third Party ('Assignee'), its rights, title and interest, in whole and in part to receive the Charges and any other payments made by the Customer pursuant to an Order.

7.14 SCC will also be entitled to recover compensation for reasonable debt recovery fees under Late Payment of Commercial Debts (Interest) Act 1998 should it be necessary, following failure to pay undisputed charges by Customer. This will be carried out by an agency registered with the Financial Conduct Authority. In this event Customer agrees that such additional Charges will be recoverable to cover the costs of the debt collection agency.

7.15 Where Services are provided to an overseas Customer or End User the price quoted will be subject to currency fluctuations and hence Service charges will be linked to the local currency at the Customer location or Service Location (as applicable). SCC reserves the right to amend the charge in line with these fluctuations by 28 days notice. This change can be made at any time, even during the Initial Term. For the avoidance of doubt, SCC may require payment of all Charges under this Agreement in Sterling regardless of location of the Customer or End User.

7.16 For 95th percentile billing SCC will measure the Bandwidth throughout on a 5 minute average, taking the highest of the download or upload value. The top 5% of values in the billing calendar month will be discarded, leaving the value of the 95% as the data usage rate, in Mb/s, for the month. Where the 95% value exceeds the committed data rate then the difference between the committed and 95% usage rates will be charged at the overage rate specified in the Order. Where no overage rate is specified on the Order form but was previously specified in SCC's quote to which the applicable Order relates, Customer will pay such overage in accordance with the overage rate specified in such

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quote. Where no overage rate is specified in the Order or quote, no overage will be payable.

7.17 SCC reserves the right to request a modification to the Charges in response to a specific change of Applicable Laws affecting SCC's business and the Service(s) that materially affects the terms of or any increase in the cost of delivery of the Services. The Parties will use all reasonable endeavours, in good faith, to jointly agree the impact of such modification (in writing) in accordance with Clause 22.6 (variation). SCC will provide any requested consequent increase in the Charges along with a written explanation and the Charges will be amended from the date agreed by the Parties (in writing).

7.18 In addition to the rights set out in Clause 7.17 above, SCC shall be entitled to increase the Charges for any Service once in any Year solely to the extent that SCC's subcontractors for the Service increase their charges to SCC by serving not less than twenty eight (28) days' written notice on the Customer, provided that:

- (a) such notice states the affected Contracts or calling line identifications (CLI(s));
- (b) SCC only passes on to the Customer the actual percentage increase to SCC;
- (c) Not used
- (d) SCC's notice is supported by reasonable evidence of any increases imposed by its subcontractors on SCC.

7.19 SCC shall be entitled to increase the Charges for any Service upon expiry of the Initial Term of a Contract (i.e. when a Contract is out of term) by serving not less than twenty eight (28) days' written notice on the Customer, provided that the percentage increase in the relevant Charge is no greater than the percentage increase in the CPI between (a) the later of the commencement date of the relevant Service and the date of any previous increase and (b) the date of the relevant increase. If the Customer elects not to accept such increase, the Customer may terminate the relevant Service at the end of the Initial Services Term for convenience by giving the notice period specified in the relevant Product Annex.

7.20 Not Used.

7.21 For the avoidance of doubt, Service Credits, rebates or price reductions, if applicable, will be independent of the Customer's obligation to pay the Charges and will not have the effect of reducing the Charges payable.

7.22 Customer's obligation to pay undisputed Charges and liability therefore will continue notwithstanding, and will not be affected by, released and/or reduced as a result of any of the following: (i) any breach under or in connection with the Agreement, Product Annex and/or Order and/or any wrongful or negligent act or omission by or on behalf of SCC; (ii) any dispute between SCC and the Customer; (iii) any change or revision to the Agreement, Product Annex and/or Order; (iv) any termination or suspension of the Agreement, Product Annex and/or Order (or any function thereof), in each case in whole or in part for any reason whatsoever;

(v) any accident or damage to and/or loss of any Service Equipment or CPE for any reason whatsoever. This will not affect any right the Customer may have to bring a claim in damages against SCC directly.

8 Not Used

9 PERSONNEL

9.1 SCC will make available an Account Manager.

9.2 Customer will appoint and notify SCC of a point of contact to act as a point of contact for the administration and conduct of matters concerning the Contract and Services, who will be the person stated on the Order unless otherwise notified to SCC in writing.

9.3 The Parties do not intend that the entry into, performance and/or termination and/or expiry of this Agreement or any Contract will constitute a "relevant transfer" (as defined by the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("Transfer Regulations").

10 INTELLECTUAL PROPERTY

10.1 The Intellectual Property in the Services together with Intellectual Property in all training and other documentation provided to Customer or any Intermediaries or End Users are and will remain the property of SCC, SCC Group or its licensors.

10.2 Customer will notify SCC promptly if Customer or any Intermediary becomes aware of any unauthorised use of the Services or any of the Intellectual Property relating to the Services and will provide reasonable assistance to SCC at SCC's request and cost in defending SCC's rights. Customer and its Intermediaries will not have any rights to use the mark or logo of SCC or any member of SCC Group, unless otherwise agreed in writing. SCC will not have any rights to use the mark or logo of Customer or any member of Customer's Group, unless otherwise agreed in writing.

10.3 SCC grants the Customer a fully paid up, non-exclusive, royalty free, non-transferable licence to use the Intellectual Property of SCC relating to the Services solely for the purpose of performing its obligations under this Agreement or related Contract or to receive the Service if the Customer is an End User.

10.4 Any Intellectual Property in the Customer Equipment will remain the property of the Customer and/or its licensors.

10.5 SCC:

- (a) warrants that the supply of the Services in accordance with the terms of any Contract does not and will not infringe any Intellectual Property Rights of any third Party; and
- (b) will indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to all interest, penalties and legal costs) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim

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brought against the Customer for actual or alleged infringement of a third Party's Intellectual Property arising out of, or in connection with, the Services.

11 SUB-CONTRACTORS

11.1 SCC will use commercial endeavours to manage its sub-contractors who it uses to carry out the Services in a manner consistent with a competent telecommunications service provider. SCC will not (to the extent permitted by applicable law) be liable for any property damage to a Service Location during any installation of the Service by an SCC installation subcontractor ("**Installation Subcontractor**") to the extent such damage arises due to an Installation Engineer acting upon any instructions or requests given by the End User to such Installation Subcontractor at a Service Location during such installation. However, the exclusion in this Clause 11.1 will not apply if: (a) such Installation Subcontractor was not suitably qualified and experienced for the installation; (b) such Installation Subcontractor did not provide the installation Service with reasonable skill and care and in accordance with good industry practice; (c) such Installation Subcontractor did not check that the installation site (at the Service Location) was suitable for such installation before carrying it out; or (d) SCC is able to seek and obtain reimbursement from the relevant Installation Subcontractor for such damage pursuant to the relevant sub-contract between SCC and such Installation Subcontractor.

11.2 SCC may assign the benefit and/or burden of this Agreement and any Contract upon written notice to Customer and may subcontract the provision of all or any part of the Service or Services to third Parties. Subject to Clause 11.1, SCC will be responsible and liable for the acts and omissions of its other subcontractors as if they were its own acts and omissions.

11.3 Customer will not assign, novate or grant an encumbrance over this Agreement, any Contract, Product Annex and/or Order or the rights and/or obligations hereunder, nor will the Customer encumber, lease or lend the Service Equipment or CPE or submit them to be used by anyone other than the Customer's employees, agents or End Users without the prior written consent of SCC.

11.4 The Customer agrees that SCC may without notice assign to and/or for the benefit of a third Party Assignee, its rights, title and interest, in whole and in part, to receive the Charges and any other payments made by the Customer pursuant to the Order.

11.5 Where SCC assigns any of its rights, title and interest in the Charges to an Assignee pursuant to Clause 11.4 the Assignee will not be liable for or be required to perform any of SCC's obligations to Customer under the Agreement, Product Annex and/or Order, such obligations being retained by SCC.

12 LIABILITY

12.1 Nothing in this Agreement will exclude or limit either Party's liability: (i) for death or personal injury caused by or arising from negligence; (ii) for fraud or fraudulent misrepresentation; (iii) in respect

of any other matter which for which liability cannot, by law, be excluded or limited; or (iv) under Clause 10 (IPR).

12.2 Subject to Clause 12.1, either party's total liability (whether arising in contract, tort, breach or statutory duty or otherwise) under Clause 18 (confidentiality) to the extent not in respect of Personal Data will be limited to £10 Million (£10,000,000).

12.3 Subject to Clause 12.1 and 12.2, SCC's aggregate liability:

- (a) for failure to provide any part of the Service in accordance with the Service Levels and SLA will be limited to the Service Credits set out in the Service Level Agreement;
- (b) for loss of or physical damage to tangible property, will be limited to one hundred fifty thousand pounds (£150,000);
- (c) under Clause 13 (Data Protection), will be limited to £10 Million (£10,000,000).

12.4 Subject to Clause 12.1, and except as provided in Clauses 12.2, 12.3, 12.6, 12.7 and 12.8, each of SCC's and the Customer's maximum aggregate liability to the other in contract, tort (including negligence) or breach of statutory duty or otherwise arising under or in connection with this Agreement or each Contract for losses arising during:

- (i) the period of 12 months from Activation, will be limited to the aggregate of the Activation and Recurring Charges paid or payable by Customer under that Contract in respect of that period; and
- (ii) each successive 12 month period, will be limited to the Recurring Charges paid or payable by Customer under that Contract in respect of that period.

12.5 Subject to Clause 12.1, except in respect of the Service Credits stated and paid in accordance with the Service Level Agreement, SCC is not liable, and will not be liable in any circumstances for any loss or damage, whether direct or indirect, which results or may result from:

- (a) Customer's, Intermediary's or End User's access to, or inability to access, the internet or use therefore for any purpose whatsoever; and/or
- (b) any reliance on or use of information by the Customer, third party service or goods purchased by Customer on or through the Service or the internet.

12.6 Subject to Clause 12.1, but notwithstanding anything else in this Agreement, neither SCC nor the Customer will be liable in contract, tort (including negligence or breach of statutory duty) for:

- (a) losses or claims relating to the transmission or receipt of infringing or unlawful information or content of whatever nature transmitted via the Service.;
- (b) (without derogating from the obligations of the Parties in Clauses 13) any loss of, damage to,

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or corruption of, data or files, stored, transmitted or used on the Service or SCC Network;

- (c) (subject to SCC's obligation in Clause 5A.1(a)(iii)) loss or damage suffered by Customer as a result of any virus or other hostile computer program, denial of service, spamming, or hacking being introduced via the Service.

12.7 Subject to Clause 12.1, neither SCC nor the Customer will be liable in contract, tort (including negligence or breach of statutory duty) for:

- (a) any loss of actual or anticipated profits, loss of contracts, loss of opportunity, loss of reputation, loss of business, loss of goodwill, loss of anticipated savings; or
- (b) any indirect, incidental, special or consequential loss or damage.

12.8 Notwithstanding any other provision of this Agreement or any provision contained in a Contract, neither Party will be entitled to recover compensation or make a claim under this Agreement or under a Contract in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Agreement, under a Contract, or otherwise.

12.9 The Customer will notify SCC in writing of any actual or alleged failure, defect or issue with the Service as soon as reasonably practicable and in any event within 45 days of the Customer becoming aware of the same.

12.10 Deleted.

12.11 Customer may obtain insurance in respect of any liability excluded by SCC hereunder.

12.12 If any Service Equipment or CPE is located on any Service Location, the Customer will, or will procure that the End User will, look after such Service Equipment or CPE (fair wear and tear excepted) during such period. If there is any damage (fair wear and tear excepted) to, or loss of, such Service Equipment or CPE while at such site, Customer will pay the full replacement cost of such equipment to SCC within thirty days of SCC's written request.

12.13 If any third party makes a claim, or notifies an intention to make a claim, against the indemnified party under any indemnity provided under this Agreement ("**Party 1**") which may reasonably be considered likely to give rise to a liability under the indemnity ("**Claim**"), Party 1 will:

- (a) as soon as reasonably practicable, give written notice of the Claim to the indemnifying party ("**Party 2**"), specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Party 2 (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) give Party 2 reasonable assistance with the Claim at Party 2's request and cost; and

- (d) take all reasonable steps to minimise and mitigate any losses that it suffers as a result of the Claim.

13 DATA PROTECTION

13.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

13.2 The Parties acknowledge that for the purposes of the Data Protection Legislation:

- (a) if the Customer is the End User then the Customer is the Controller and SCC is the Processor. A description of the Processing is specified in Schedule 2 to this Agreement; and
- (b) if the Customer is not the End User, the End User is the Controller, the Customer is the Processor and SCC is the Customer's sub-Processor. A description of the Processing is specified in Schedule 3 to this Agreement

13.3 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to SCC for the duration and purposes of this Agreement.

13.4 Without prejudice to the generality of Clause 13.1, SCC shall, in relation to any Personal Data processed in connection with the performance by SCC of its obligations under this Agreement:

- (a) process that Personal Data only on the documented written instructions of the applicable Controller unless SCC is required by Domestic Law to otherwise process that Personal Data. Where SCC is relying on Domestic Law as the basis for processing Personal Data, SCC shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits SCC from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the applicable Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

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- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the applicable Controller or SCC has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) SCC complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) SCC complies with reasonable instructions notified to it in advance by the applicable Controller with respect to the processing of the Personal Data;
- (e) reasonably assist the applicable Controller, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach and in any event, within 72 hours of the same;
- (g) at the written direction of the Customer, securely delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 13 and allow for and contribute to audits, including inspections, conducted by the applicable Controller or another auditor mandated by the applicable Controller.

13.5 The Customer consents to SCC appointing a UK-based third-party processor of Personal Data under this Agreement. SCC confirms that it has entered or (as the case may be) will enter into a written agreement with the third-party processor which contains substantially the same terms as this Clause 13, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Legislation. SCC will remain liable to the Customer for any act or omission of such third party processor. SCC shall inform the Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the Customer the opportunity to object (acting reasonably) to such change.

14 FORCE MAJEURE

14.1 Neither Party will have any liability or be deemed to be in breach of this Agreement or the Order, for any delays or failures in performance of this Agreement which results or arises from circumstances beyond the reasonable control of

that Party, including without limitation acts of God; epidemic or pandemic and including, without limitation, any effects arising from or in connection with an epidemic or pandemic, including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affects a Party's performance of its obligations under this Agreement; regulations, or laws of the government; war; civil commotion; destruction of network or connection facilities or materials by fire, flood, earthquake, explosion, storm or other natural disaster; labour disturbances (but excluding any labour disturbances affecting SCC's own workforce), epidemic; and pandemics and failure of electricity public utility providers ("**Force Majeure Event**").

14.2 Provided it has complied with Clause 14.3, if a Party is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event, each Party shall not be in breach of the Agreement or otherwise liability for any failure or delay in the performance of its obligations. The time for performance of such obligations shall be extended accordingly.

14.3 Each Party shall immediately notify the other Party of a Force Majeure Event and of the period for which such inability is expected to last.

14.4 Each Party shall use reasonable endeavours to minimise the duration of any delay or failure to perform its obligations due to a Force Majeure Event and where such Force Majeure Event continues for more than 30 days the Party not affected may terminate the affected Contract by giving notice (in writing) to the affected Party.

14.5 For the avoidance of doubt a Force Majeure Event shall include circumstances where a Party's personnel must self-isolate under government guidance or where such personnel contract Covid-19. Where personnel must self-isolate, a Party's obligations under the Agreement shall be extended accordingly.

15 INSURANCE

15.1 SCC confirms and undertakes that, as a reputable service provider, it has in place the following insurance policies in relation to potential liabilities under this Agreement:

- (a) public liability insurance with cover of £10 million for any one claim;
- (b) product liability insurance with cover of £10 million for any one claim;
- (c) employers' liability insurance with cover of £10 million for any one claim;
- (d) professional indemnity insurance with cover of £10 million for any one claim; and
- (e) director's liability insurance with cover of £5 million for any one claim, (the insurances stated in Clauses 15.1(a)-(e) together the "**Policies**").

15.2 SCC will maintain the Policies until the termination of this Agreement and for a period of two years after termination of the Agreement.

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15.3 Customer confirms and undertakes that, as a reputable service provider, it has in place the following insurance policies in relation to potential liabilities under this Agreement:

- (a) public liability insurance with cover of £10 million; any one occurrence; and
- (b) professional indemnity insurance with cover of £10 million; any one claim and in the aggregate.

16 TERM AND TERMINATION

16.1 This Agreement commences on the date of final signature of the Parties of the Order and will continue unless and until terminated: (a) earlier in accordance with its terms or (b) by either Party by the giving of 90 days' written notice, terminating upon the expiration of the notice period.

16.2 Each Contract/Service commences upon the Order Committed Date and will continue for the applicable Initial Term set out in the applicable Order and thereafter on a rolling basis unless and until terminated in accordance with this Agreement or the termination provisions in the relevant Product Annex. For the avoidance of doubt, no Contract/Service will be subject to auto-renewal.

16.2 A The Customer may terminate a Contract/Service for convenience:

- (a) at any time during the Initial Term in accordance with the termination for convenience provisions (including notice periods) specified in the relevant Product Annex. If Customer terminates under this Clause 16.2A(a), Customer will pay the Early Termination Charges calculated in accordance with this Agreement and the relevant Contract;
- (b) at any time after the Initial Term (i.e. during the rolling period) in accordance with the termination provisions (including notice periods) specified in the relevant Product Annex. If Customer terminates under this Clause 16.2A(b) it shall be without liability to SCC (i.e. no early termination charges shall be payable), except that Customer will pay for Service(s) provided up to the termination date and any Charges accrued up to the termination date for such Service in accordance with the payment terms in this Agreement.

16.3 Not used.

16.4 Except as permitted under this Agreement or in any Contract, the Customer will not be entitled to terminate a Contract for any Service suspended under Clause 6 and any notice purporting to terminate the same will be of no effect. Charges will continue to accrue during the period of suspension unless and until the Contract is deemed terminated or otherwise terminated by SCC pursuant to this Agreement.

16.5 Notice of termination of a Contract by the Customer in accordance with this Clause 16 must be given by the Customer in writing by email only to telecoms.cease@scc.com. Such email must contain the Customer's name and details of the Service being cancelled, the site address, service description and SCC Requesting contract number. Acceptance of the cease request will be provided in

writing via email..

16.6 SCC will notify Customer of any final charges or outstanding balance on Customer's account regarding the terminated Contract.

Disputed Invoices

16.7 If there is a valid dispute relating to any final invoiced Charges regarding such terminated Contract, such dispute must be notified in writing to scc.credit.control@scc.com. Any credit due will be applied by SCC to the final invoice before issuing the invoice to the Customer. If a refund is due, this will be paid by SCC by BACS transfer to a nominated bank account supplied in writing by Customer within 45 days.

Termination for Customer fault

16.8 SCC may terminate a Contract or this Agreement by written notice, to take effect forthwith if:

- (a) Customer commits a material breach of any Contract or this Agreement and if capable of remedy such breach is not remedied within a period of thirty (30) days following a written request by SCC to remedy;
- (b) Customer fails to pay any undisputed overdue amount within thirty (30) days of the date of a written reminder notice;
- (c) Customer fails or is unable to pay its debts when they become due;
- (d) to the extent permitted by applicable law and subject to any applicable and compulsory conditions or requirements of the Insolvency (Protection of Essential Supplies) Order 2015 (or other applicable insolvency related legislation), any meeting is convened for the purpose of considering a resolution, or any petition is presented or any other steps taken, for the purpose of making an administration order against Customer, or for Customer's voluntary winding-up or dissolution, or any similar action or steps are taken in relation to Customer (and such action or steps are not withdrawn within 7 calendar days or such other period as may be agreed with Customer);
- (e) any meeting is convened for the purpose of considering a resolution, or any petition is presented or any other steps taken, for the purpose of making an order for Customer's winding-up or dissolution (other than voluntary winding-up), or any similar action or steps are taken in relation to Customer (and such action or steps are not withdrawn within 7 calendar days) or an administrative or other receiver or trustee or similar officer is appointed over any of Customer's assets.
- (f) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (g) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a

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proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that Customer with one or more other companies or the solvent reconstruction of that Customer;

- (h) the Customer applies to the court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (i) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (j) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company, partnership or limited liability partnership);
- (k) the holder of a qualifying floating charge over the assets of that Customer (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (l) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (m) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
- (n) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 16.8 (c) to Clause 16.8 (j) (inclusive);
- (o) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (p) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or
- (q) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010) which has not been pre-approved (in writing) by SCC.

16.9 SCC may terminate a Contract by written notice, to take effect forthwith if any material breach of the Acceptable Use Policy is committed by the Customer (excluding for the avoidance of doubt any technical breaches that are not knowingly made by the Customer or do not cause SCC any damage).

16.10 Customer may immediately terminate a Contract or this Agreement by giving notice (in

writing) to SCC if: (a) SCC commits a material breach of this Agreement or a Contract which is incapable of remedy or if such breach is remediable fails to remedy that breach within thirty (30) days of being notified of the breach; and/or (b) SCC becomes insolvent.

Effects of Termination

16.11 On termination or expiry of a Contract/Service or of this Agreement, howsoever occasioned:

- (a) all amounts invoiced to Customer under that Contract or this Agreement will be payable in accordance with the payment terms specified in this Agreement;
- (b) Customer will permit SCC, its authorised representatives, agents and subcontractors access to each Service Location to remove the Service Equipment subject to reasonable notice given to the Customer; and
- (c) SCC will provide Customer with a refund/credit of any amounts:
 - (i) prepaid by the Customer in advance for Services not provided at the termination date; and
 - (ii) overpaid by the Customer for any Service(s),

unless SCC has terminated the relevant Contract/Service (in accordance with its terms) for Customer's breach or insolvency, or if Customer terminates a Service/Contract for convenience under Clause 16.2A, in which case, Customer will not be entitled to such refund/credit (as applicable).

16.12 In the event of termination by SCC under Clause 16.8 which takes effect during the Initial Term, Customer will become liable for all Recurring Charges scheduled for payment (being all Recurring Charges that would have been payable had SCC not terminated the Contract/Service under Clause 16.8) during the remainder of that Initial Term (which amount the Customer agrees represents a reasonable pre-estimate of SCC's losses for such termination).

16.13 Termination or expiry of this Agreement will be without prejudice to the accrued rights and liabilities of either Party.

16.14 Termination of this Agreement will not terminate any Contract. Termination of a Contract will not terminate any other Contract or this Agreement, unless the parties agree otherwise (in writing) at the time. Termination of an individual Service under a Contract will not terminate any other Service under the same Contract.

17 SURVIVAL

17.1 Subject to Clause 18, Parties' obligations under the following clauses shall survive the termination or expiration of this Agreement:

- Clause 1 Definitions
- Clause 4 Order Process ("Order") clause
- Clause 10 Intellectual Property
- Clause 12 Liability

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Clause 13 Data Protection

Clause 15 Insurance

Clause 16 Termination

Clause 18 Confidentiality

Clause 20 Dispute Resolution

Clause 23 Governing Law and Jurisdiction,

together with any other provision which expressly or by implication is intended to survive termination.

18 CONFIDENTIALITY

18.1 Each Party will: (i) keep all Confidential Information relating to the other Party confidential; (ii) will disclose such Confidential Information only to its personnel and contractors on a need-to-know basis for the purposes of this Agreement; and (iii) will use such Confidential Information only for the purpose of exercising its rights or performing its obligations hereunder.

18.2 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 18.2, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

18.3 Customer will keep confidential all passwords, logon codes and other access methods provided by SCC. SCC will not be liable for any disclosure by Customer of the same, whether intentional or otherwise.

18.4 The Customer and SCC will keep confidential the contents of this Agreement and document. No part of this Agreement or document contents may be used, copied, disclosed or conveyed to any person in any manner whatsoever without prior written permission from the other Party, save to the Customer's or SCC's advisors.

18.5 With regards to the Freedom of Information Act and where applicable the Freedom Of Information Scotland Act (the "Acts"), if any requests for information are received in respect of any dealings SCC has with the Customer including in respect of any contract that SCC has agreed or may agree with the Customer, then SCC would expect that any non-public financial information, the price payable for goods and services supplied or to be supplied together with terms and conditions of trade are treated as "trade secrets" the disclosure of which would have a material adverse effect on our commercial interests because of a reduction in our "competitive edge" and therefore such information should be considered exempt from disclosure in accordance with the exemptions contained in the Acts including in Part 2, Section 43 in the case of the Freedom of Information Act and Section 33 in the case of the Freedom of Information Scotland Act. Customer will consult with SCC regarding any requests for information received by the Customer which relate to any dealings SCC has with the

Customer and which may encompass such trade secrets save as required by law.

18.6 Deleted.

18.7 Neither Party will act in a manner which expresses or implies a relationship other than that of independent contractor or have any authority to bind the other Party.

18.8 For the term of this Agreement (and if expiring at a later date, for the term of any Contract) and a period of one year thereafter, each Party and their respective Affiliates will not entice or endeavour to entice away from the other Party or Employ, or make any offers of Employment to, any person who is or has been employed or engaged by such other Party at any time during the term of this Agreement or term of any Contract, except by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other Party or as may be agreed between the Parties (in writing). "Employ" or "Employment" means the engagement of such a person as an employee, director, subcontractor or independent contractor to carry out duties which are identical or substantially similar to the duties for which such person has been employed or engaged by the non-breaching Party to carry out.

18.9 If a Party breaches Clause 18.8, the estimate of the impact that breach of Clause 18.8 would have is herein specified as liquidated damages in the amount of 50% of one year's salary or remuneration of any such person at the date of leaving the non-breaching party to join the breaching Party. The Parties accept that this is a reasonable estimate of loss, and each Party agrees to pay the same in the event of each and every breach by it of this Clause. This provision is without prejudice to the right of each Party to seek injunctive relief.

19 ANTI BRIBERY

19.1 Both parties shall, and shall procure that their officers, employees, agents and any other persons who perform the services for and on behalf of it in connection with a Contract shall;

- (a) comply with all applicable Anti Bribery Laws;
- (b) not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;
- (c) have and shall maintain in place throughout the term of all Contracts its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with the Anti Bribery Laws and the Relevant Policies, and will enforce them where appropriate;
- (d) not do or omit to do any act or thing which constitutes or may constitute an offence under Anti Bribery Laws;
- (e) not do or omit to do any act or thing which causes or may cause the Company and/or its Group to be in breach of and/or commit an offence under any Anti Bribery Laws;
- (f) without prejudice to Clause 19.1 (e), not do or omit to do any act or thing which causes or may cause the other Party or any member of

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that Party's Group to be guilty of an offence under section 7 of the Bribery Act (or would or may do so if either party was unable to prove that it had in place adequate procedures designed to prevent persons associated with it from undertaking such conduct); and

- (g) provide the other party and any member of other party with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti Bribery Laws.

20 DISPUTES RESOLUTION

20.1 If any dispute arises in connection with the Agreement, the Contract, a Product Annex or any Order, the Parties will attempt to settle it as follows:

- (a) in the first instance, the Parties should attend a conference call between a member of SCC's finance team and the Customer's account manager within 7 Working Days of the dispute arising,
- (b) failing resolution of the dispute at such conference call the Parties will hold a meeting between the respective account managers appointed under Clause 9 within 7 Working Days of the above conference call, or where an invoice is disputed, the date of notification of such dispute by the Customer;
- (c) failing resolution of the dispute at such meeting, the matter will be escalated to a meeting between senior director of each Party which will be held within 7 Working Days of the first meeting.

20.2 Each Party will use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both Parties.

20.3 If the Parties are unable to settle any dispute by negotiation within the earlier of 21 Working Days of the dispute arising or within 3 Working Days of the conclusion of the second meeting, the Parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) (use Ombudsman Services) procedure to be completed within a further 45 days, or in default of agreement, through an ADR procedure as recommended to the Parties by the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators. The costs of the ADR procedure and the Arbitrator will be borne between the Parties equally.

20.4 If the Parties are unable to settle any dispute by negotiation through ADR or either Party refuses or declines to follow ADR procedure as required under Clause 20.3, either Party may exercise its rights and remedies under this Agreement and to take such proceedings as it deems necessary pursuant to Clause 23.

20.5 Nothing in this Clause 20 will prevent either Party from seeking injunctive or similar relief at any time if such action is necessary to preserve or

protect its commercial or business interests under the Contract or this Agreement.

20.6 Nothing in this Agreement will be construed as creating any form of partnership or relationship of agency or joint venture between the Parties.

21 NOTICES

Unless provided otherwise in this Agreement, any notice or other communication to be given under this Agreement ("**Notice**") will be in writing, signed by or on behalf of the Party giving it (which may include an electronic signature) and may be served by sending it by delivering it by hand or sending it by a recorded postal delivery service to the address and for the attention of the relevant Party whose details are set out in the Order as otherwise notified from time to time under this Agreement)

21.1 Any Notice will be deemed to have been served:

- (a) if delivered by hand, at the time and date of delivery;
- (b) if sent by post, at the expiration of 2 Working Days after the envelope containing the same was delivered into the custody of the postal authorities,
- (c) if sent by email, as soon as reasonably practical upon transmission provided that no error message is received or generated within 48 hours of being sent,

provided that where, in the case of delivery by hand, such delivery or transmission occurs after 6pm on a Working Day or on a day which is not a Working Day, service will be deemed to occur at 9am on the next following Working Day.

21A COMPLIANCE MATTERS

21A.1 Each party warrants to the other Party that it:

- (a) complies with all applicable laws, statutes, regulations, guidance, recognised practice and codes, relating to the prevention of tax evasion and/or the prevention of the facilitation of tax evasion (whether within, or outside of, the United Kingdom) including but not limited to the Criminal Finances Act 2017 ("**CFA 2017**");
- (b) has not done, failed to do or been engaged in any activity, practice, conduct or thing which would (or the omission of which would) constitute:
- i. A UK tax evasion offence within the meaning of section 45(4) of the CFA 2017 ("**UK Tax Evasion Offence**");
- ii. A foreign tax evasion offence within the meaning of section 46(5) of the CFA 2017 ("**Foreign Tax Evasion Offence**"); or
- iii. A facilitation of UK Tax Evasion Offence within the meaning of section 45(5) of the CFA 2017; or
- iv. Or facilitation of Foreign Tax Evasion Offence within the meaning of section 46(6) of the CFA 2017; or
- v. Failure to prevent a Facilitation Offence

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within the meaning of sections 45 or 46 of the CFA 2017; and

22 GENERAL TERMS

22.1 This Agreement and each Contract contains the entire agreement between the Parties in respect of any Contract for Services formed under this Agreement after its Effective Date and supersedes and replaces any prior written or oral agreements, representations or understandings regarding the same.

22.2 Save as expressly set out in this Agreement or any Contract, all representations, warranties, conditions or other terms (whether written or oral, express or implied by statute, common law or otherwise) including, without limitation, implied terms as to fitness for purpose, quality or merchantability are hereby excluded.

22.3 If any provision of this Agreement is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of this Agreement will nevertheless remain legal, valid, and enforceable.

22.4 SCC will not be liable for any delay or breach (including any failure of Service Levels) in performance of its obligations to the extent that such delay or failure is attributable: (i) to Force Majeure Event as long as SCC has complied with Clauses 14.3 to 14.4 (inclusive); or (ii) to the delay, act, omission or default of the Customer or any Intermediary or End User as long as SCC: (a) promptly notifies the Customer of such Customer cause; and (b) uses all reasonable endeavours to mitigate the impact of such delay or failure.

22.5 Neither Party's failure to exercise or enforce, or any delay in exercising or enforcing, any right or benefit conferred by this Agreement will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

22.6 No variation of this Agreement or any Contract will be effective unless it is in writing and signed by the Parties (or their authorised representatives).

22.7 Save where expressly provided otherwise, for the purposes of the Contracts Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not Party to it any right to enforce any of its provisions.

23 GOVERNING LAW AND JURISDICTION

23.1 This Agreement, along with each Contract will be governed and construed in accordance with the Laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1: Not Used

SCHEDULE 2: DESCRIPTION OF PROCESSING OF CUSTOMER PERSONAL DATA WHERE CUSTOMER IS THE END USER

Description	Details
Subject matter, nature and purpose of the processing of Personal Data	<p>Subject matter</p> <p>The provision of Services by SCC to Customer if Customer has purchased the Service for its own use.</p> <p>Nature</p> <p>The Personal Data Processed by SCC will be subject to the following basic processing activities</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Receiving data, including collection, accessing, retrieval, recording, and data entry <input checked="" type="checkbox"/> Holding data, including storage <input checked="" type="checkbox"/> Using data <input checked="" type="checkbox"/> Protecting data in accordance with DP laws <input checked="" type="checkbox"/> Sharing data, including disclosure, dissemination, allowing access or otherwise making available <input checked="" type="checkbox"/> Returning data to Customer or data subject, on request <p>Purpose</p> <p>Personal Data is Processed by SCC in order to provide Services to Customer (if Customer has purchased the Service for its own use)</p>
Duration of the processing of Personal Data	Ongoing, until the Service has ended
Type of Personal Data processed	<p>The Customer Personal Data Processed by SCC concern the following categories of data:</p> <p>Personal Data</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details. <p>Special Categories of Personal Data None.</p>
Categories of data subjects of the Personal Data processed	<p>The Customer Personal Data Processed by SCC on Customer's behalf concerns the following categories of Data Subjects:</p> <p>Each category includes current, past and prospective data subjects. Where any of the following is itself a business or organisation, it includes their staff.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> staff including volunteers, agents, temporary and casual workers <input checked="" type="checkbox"/> customers and clients (including their staff) <input checked="" type="checkbox"/> suppliers (including their staff)

SCHEDULE 3: DESCRIPTION OF PROCESSING OF END USER PERSONAL DATA WHERE RESELLER IS NOT THE END USER

Description	Details
Subject matter, nature and purpose of the processing of Personal Data	<p>Subject matter The provision of Services by SCC</p> <p>Nature The Personal Data Processed by SCC will be subject to the following basic processing activities</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Receiving data, including collection, accessing, retrieval, recording, and data entry <input checked="" type="checkbox"/> Holding data, including storage <input checked="" type="checkbox"/> Using data <input checked="" type="checkbox"/> Protecting data in accordance with DP laws <input checked="" type="checkbox"/> Sharing data, including disclosure, dissemination, allowing access or otherwise making available <input checked="" type="checkbox"/> Returning data to Customer or data subject, on request <p>Purpose Personal Data is Processed by SCC in order to provide Services</p>
Duration of the processing of Personal Data	Ongoing, until the Service has ended
Type of Personal Data processed	<p>The Personal Data Processed by SCC concern the following categories of data:</p> <p>Personal Data</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details. <p>Special Categories of Personal Data None.</p>
Categories of data subjects of the Personal Data processed	<p>The Personal Data Processed by SCC on End User's behalf concerns the following categories of Data Subjects:</p> <p>Each category includes current, past and prospective data subjects. Where any of the following is itself a business or organisation, it includes their staff.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> staff including volunteers, agents, temporary and casual workers <input checked="" type="checkbox"/> customers and clients (including their staff) <input checked="" type="checkbox"/> suppliers (including their staff)