

2Connect - Terms & Conditions

CONTRACTUAL TERMS GOVERNING THE PROVISION OF CONNECTIVITY AND MANAGED
NETWORK SERVICES

2Connect Digital Solutions Ltd – Terms and Conditions

Effective date: 1 January 2026 (Version 1.3)

Any use and/or access of any of the Services by or on behalf of the Customer amounts to acceptance in full of these terms and conditions and the agreement by the Customer to all matters set out in the Contract. This Contract applies and governs the Services to the exclusion of all other terms.

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms and Conditions, the following words have the following meanings:

“2Connect”, “we”, “us” and “our” mean 2Connect Digital Solutions Ltd (Company Number 06599627), whose registered office is at First Floor, Sterling House, Outrams Wharf, Little Eaton, Derby, DE21 5EL. 2Connect Digital Solutions Ltd may trade under the brand name “Connect2”

“Business Day” means 9am to 5.30pm on any day which is not a Saturday, Sunday or bank or other public holiday in England and Wales.

“Change in Law” means any change in any law, enactment, order, regulation, directive, code of practice or other similar instrument occurring after the initial Date of the Contract affecting 2Connect and suppliers of services which are the same or similar to the services and which results in an increase in the cost to 2Connect of providing the Services.

“Charges” means the charges payable by the Customer to 2Connect in respect of each Service (including any set-up charges) as more particularly described in the Service Agreement and in relation to certain Services (including as to the frequency of payment, the basis on which such charges may be varied (which shall be in addition to any increases in accordance with Clause 4), and the price of any equipment which is being sold or leased by 2Connect to the Customer).

“Commencement Date” means the date on which the Service is first available for use by the Customer as notified to the Customer by 2Connect in accordance with Clause 2.4. Where 2Connect is to provide more than one Service, it is the date on which the first service is available for use as notified to the Customer by 2Connect in accordance with Clause 2.4. Where the Service is to be provided at more than one site of the Customer, the date shall be the date on which the Service is available for use at the first site to be commissioned and notified to the Customer by 2Connect in accordance with Clause 2.4.

“Confidential Information” means all information relating to a party or any aspect of a party’s business and products (including operations, plans, market opportunities, customers, know-how (including designs, processes of production and technology), trade secrets, business methods, databases, and software disclosed to the other party

(whether in writing, orally or by any other medium and whether marked as confidential or not at the time of disclosure) and all other information which is or could reasonably be considered to be confidential to a party whether by reason of its content or the method of its disclosure.

“Contract” means these Terms and Conditions together with the Service Agreement, the Service Level Agreement (If there is one), the Customer Specification (if there is one), and any other documents set out or expressly referred to in any of those documents as forming part of this Contract.

“Customer” means the person to whom 2Connect is to provide a Service as identified in the Service Agreement.

“Customer Equipment” means any equipment, hardware, devices, cabling or other materials owned, leased or licensed by the Customer which are used in connection with the Services, but which are not supplied by 2Connect or its suppliers.

“2Connect Equipment” means any equipment, hardware, router, CPE or other tangible assets owned by 2Connect or its suppliers and provided to the Customer in connection with the Services, but excluding Customer Equipment.

“Customer Specification” means the proposal document prepared by 2Connect in relation to particular Services and which sets out the technical specification of those Services and any roll-out or installation timetable.

“Customer Technical Summary” means a detailed technical summary of the IT infrastructure of the Customer or the Customer’s data storage requirements prepared by the Customer or 2Connect on the basis of information provided by the Customer.

“Data Protection Legislation” means (as applicable) the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (as amended), and any other applicable data protection and privacy legislation in force from time to time in the UK, together with any successor or replacement legislation.

“Data Service” means any service which provides the Customer with a means of backing up and restoring its data, including long term data storage.

“Date of the Contract” means the date on which the Customer signs the Service Agreement and identified therein.

“Equipment” means any equipment used in the provision of a Service and installed at the Customer’s or 2Connect’s premises and owned by 2Connect or a third party provider.

“Force Majeure” means any event which is beyond the control of a party or which it would not be reasonable to expect a party to control, other than any circumstance the consequences of which would have been avoided if it had taken reasonable precautions (which it did not take) which, having regard to all matters known to it before

the occurrence of such circumstance and all relevant factors, it should reasonably have taken. Such events include any act of God, act of terrorism, war, national emergency, insurrection, riot, labour dispute affecting a third party (for which a substitute is not readily available), severe weather conditions, utilities failure, telecommunications failure or governmental interference.

“Group Company” means in respect of each party, all subsidiary companies of that party together with any parent or holding company and all other subsidiary companies of that parent or holding company (the relevant expressions being as defined by the Companies Act 2006).

“Intellectual Property Rights” means patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including rights in software), database rights, semiconductor rights, rights in confidential information and any other intellectual property rights whatsoever, irrespective of whether such intellectual property rights have been registered or not, which may subsist in any part of the world from time to time.

“Minimum Term” means the minimum period for the provision of the Service(s) being the minimum Contract term as set out in the Service Agreement. Where a specific date is stated, it will end on that date and where a period of months is stated such period will commence on the Commencement Date or, in the case of a Service being provided to multiple sites of the Customer, the date on which 2Connect informs the Customer that such service is available for use at the final site to be commissioned. Where 2Connect is to provide more than one Service, it commences on the date the last Service is available for use by the Customer at the last site at which that Service is to be commissioned.

“Month” means a calendar month.

“Service” means each service to be provided by 2Connect to the Customer as specified in the Service Agreement and as described in the relevant Customer Specification and any other applicable documents forming part of the Contract.

“Service Agreement” means the sales order which these terms and conditions supplement, which sets out, amongst other things, details of the Customer, the Services to be provided to the Customer by 2Connect and the Minimum Term and notice periods if different from those set out herein for those Services.

“Service Credit” means the amounts (if any) as set out in the applicable Service Level Agreement (if there is one) which are to be paid by 2Connect to the Customer in accordance with Clause 11.3 in the event that 2Connect fails to provide any Service in accordance with the applicable Service Level.

“Service Level” means the service level for a Service specified in the Service Level Agreement for that Service (if there is one).

“Service Level Agreement” means the version of the service level agreement (if there is one) applicable to the provision of a Service current at the Date of the Contract.

“Software” means any software which is made available by 2Connect for use by the Customer in connection with or as part of any Service.

“Telephone Service” means any service which includes the provision of facilities to make or receive telephone calls together with any related Services.

“Term” means, in respect of each Service, the period during which 2Connect is to provide that Service to the Customer commencing on the Commencement Date and ending when terminated in accordance with Clause 12.

1.2 In this Contract: words denoting the singular include the plural and vice versa; words denoting any gender include all genders; reference to any person includes a reference to companies and all other legal entities; any reference to a statute, statutory provision, subordinate legislation or code of practice is a reference to that statute, statutory provision, subordinate legislation or code of practice as amended, modified or re-enacted from time to time; any reference to a regulatory body includes a reference to any successor or replacement regulatory body; and any uses of the word “include” or “including” shall be deemed followed by the words “without limitation”.

2. PROVISION AND USE OF THE SERVICES

2.1 A third party carrier via 2Connect shall provide each Service to the Customer for the applicable Term with reasonable skill and care and in accordance with the applicable Service Level Agreement and as specified in the Service Agreement. The Customer acknowledges that 2Connect acts as a reseller and service aggregator in respect of third party carrier services. While 2Connect will manage the relationship with the relevant carrier on the Customer’s behalf, 2Connect shall not be responsible for the performance or availability of the underlying carrier network except to the extent that service credits or remedies are made available to 2Connect by the carrier and expressly passed through to the Customer.

2.2 2Connect shall ensure that it complies at all times with all legislation, laws, codes of practice, and licence conditions applicable to the provision of the Services, including any applicable obligations under the Data Protection Legislation. The Customer shall ensure that it complies at all times with all legislation, codes of practice and licence conditions applicable to its use of the Services, including any applicable obligations under the Data Protection Legislation, any reasonable policies of 2Connect regarding the use of any Services which are advised to it by 2Connect from time to time in writing.

2.3 The Customer will provide 2Connect with all access to its premises and assistance reasonably required by 2Connect to install Equipment and commission the Service by the agreed date(s) and, if no date has been agreed, as soon as reasonably practicable after the Date of the Contract.

2.4 2Connect shall use its reasonable endeavours to commence the provision of each Service by any dates (if any) set out in the Customer Specification or the Contract. At the request of the Customer, 2Connect shall provide reasonable supporting evidence to the Customer to demonstrate that any Service has been made available for use by it.

2.5 2Connect reserves the right to amend, vary or change any Equipment, Software or Service (including the technical specification for any Service, the Equipment or the Software used to provide any Service or the Customer Specification for any Service) provided that such amendment, variation or change does not materially and adversely affect the provision of any Service. Where 2Connect reasonably considers that it is necessary to suspend the provision of any Service or any part of a Service (including, without limitation, the provision of a service to a particular site of the Customer) for the purposes of carrying out amendment, variation, change, repair, maintenance or improvement of or to any Service, Software and/or Equipment, 2Connect shall use its reasonable endeavours to ensure that the Customer receives reasonable notice of any such work. During the continuance of any such work, 2Connect shall continue to provide the Services in accordance with any applicable Service Level.

2.6 The Customer shall not use (nor allow any employee, subcontractor, agent or any third party to use) any Service:

2.6.1 In a way which is offensive, indecent, menacing, a nuisance or defamatory;

2.6.2 To send, knowingly receive, upload, download, store, display or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, which is in breach of copyright or other Intellectual Property Rights, confidence, privacy or any other third party right;

2.6.3 Fraudulently or in conjunction with the commission of any criminal offence;

2.6.4 To spam or send or provide unsolicited advertising or promotional material or to knowingly receive responses from spam or unsolicited advertising or promotional material sent or provided by the Customer or any third party acting on its behalf;

2.6.5 In an unlawful manner or in contravention of any legislation, laws, codes of practice, licence conditions, third party rights or any reasonable instructions of 2Connect from time to time regarding the use of any service; and/or

2.6.6 To resell any Service or otherwise act in breach of this Contract or any applicable fair-use policy.

2.6.7 Fail to implement and maintain industry-standard security measures (including, without limitation, appropriate firewalls, up-to-date anti-virus and malware protection, and secure access controls) to prevent the Customer's systems or equipment from being compromised or used in a manner that poses a risk to the Services, 2Connect's network, or other customers.

The provisions of this Clause 2.6 shall not apply in respect of any material which is sent, stored or reproduced by the Customer for the legitimate and lawful purposes of the

usual business of the Customer. The Customer shall indemnify, keep indemnified and hold 2Connect harmless against any liability, cost, claim, fine, damage or expense made against or suffered by 2Connect arising out of any breach by the Customer of its obligations pursuant to this Clause 2.6 and the indemnity shall not be limited by Clause 11.4.

2.7 2Connect may suspend the provision of any Service (or any part of a Service) without liability to the Customer (including to pay Service Credits) where there is (or 2Connect reasonably suspects there is):

2.7.1 any unauthorised access to the Customer's network which may result in unauthorised access to 2Connect's (via a third party) network, the suspension to last until such time as that unauthorised access ceases or is demonstrated by the Customer not to have occurred;

2.7.2 any breach by the Customer of any of its obligations under Clause 2.6; or

2.7.3 2Connect reasonably believes that the Customer's use of the Services poses a security risk to any network, is being used for fraudulent or unlawful purposes, or suspension is required by a regulatory authority or law enforcement body.

For the avoidance of doubt, the Customer shall remain liable to pay the Charges for all Services during any period of suspension pursuant to Clause 2.7 and no Service Credits shall accrue.

2.8 2Connect reserves the right to suspend or vary any Service (or part of a Service and whether generally or in respect of the Customer only) where it is required to do so by law, or at the direction of any court or governmental or other regulatory authority.

3. CHARGES AND PAYMENT

3.1 The Customer shall pay 2Connect for the Services provided in line with the Service Agreement. Recurring Charges will be billed monthly in advance from the Commencement Date unless stated otherwise in the Service Agreement. One-off Charges will be billed following delivery of the relevant service and/or goods unless agreed otherwise.

3.2 All charges and other payments which may become due under the Contract are exclusive of VAT which (if applicable) shall be payable by the party making the payment in question at the rate from time to time in force.

3.3 All invoices issued by 2Connect shall be paid by the Customer within thirty (30) days of the date of the invoice unless a different payment term is stated in the Service Agreement.

3.4 The Customer must provide any purchase order number or other reference which it wishes to appear on any invoice to be issued by 2Connect at least twenty-eight (28) days prior to the date on which the invoice in question is to be issued. The Customer shall not be entitled to reject any invoice issued by 2Connect on the grounds that it

failed to include a purchase order number or other reference where the Customer has failed to notify it to 2Connect in accordance with this Clause 3.4.

3.5 Suspension for non-payment:

3.5.1 If any undisputed sum is not paid by its due date, 2Connect may send a written notice (email is sufficient) to the Customer specifying the overdue amount and requiring payment.

3.5.2 If the overdue amount remains unpaid seven (7) days after the date of that notice, 2Connect may suspend the affected Service(s) (or part of the Service(s)) until payment is received in full.

3.5.3 During any period of suspension under this Clause 3.5 the Customer shall remain liable to pay the Charges for the suspended Service(s) and no Service Credits shall accrue.

3.6 Interest shall accrue on all overdue amounts due from the Customer to 2Connect from the due date until payment in full at a rate of four per cent (4%) per annum above the Bank of England base rate from time to time.

3.7 The Customer shall not be entitled to make any deduction from any amount due from it to 2Connect nor shall the Customer be entitled to exercise any right of set-off.

3.8 Where the Customer has a bona fide dispute as to the amount of any invoice issued by 2Connect which it has informed 2Connect of in writing within 14 days of the date of the invoice, the Customer shall be entitled to withhold payment of the disputed amount only (provided it pays the undisputed amount in accordance with Clause 3.3) pending resolution of that dispute. Following resolution of that dispute, the Customer shall pay to 2Connect within seven days (or before the end of the original period of payment if earlier) any amount which it agrees or is ordered to pay together with interest (if applicable) calculated in accordance with Clause 3.6.

3.9 Should 2Connect fail to issue a credit note to the Customer for any Service Credits which have become payable by 2Connect within the time period for issuing such credit note as specified in the relevant Service Level Agreement then the Customer shall be entitled to deduct the value of those Service Credits from the next invoice issued by 2Connect for the charges for the Services to which those Service Credits relate.

3.10 Failed Direct Debit administration fee:

3.10.1 If a Direct Debit collection fails, 2Connect may charge an administration fee of £10.00 per failed collection.

3.10.1A If the failure is caused by the Customer's bank and not by the Customer (for example, an error acknowledged by the bank), 2Connect may waive the fee in Clause 3.10.1 at its discretion.

3.10.2 The Customer acknowledges and agrees that the fee in Clause 3.10.1 is a fair and reasonable estimate of the administration time and third-party charges incurred by 2Connect as a result of a failed collection.

3.10.3 Direct Debit is not mandatory unless stated in the Service Agreement. If a Direct Debit collection fails, 2Connect may require payment by bank transfer for the relevant invoice and/or for future invoices.

3.11 It is standard practice for 2Connect to conduct a customer credit check and use that information to issue a customer credit limit. You hereby consent to our use of all relevant Customer information for the purposes of such credit checks, and to our sharing such information with the relevant third parties involved in such credit checking. Following such credit checks it may be necessary for an upfront payment to be made by the Customer to 2Connect. If in relation to recurring rentals, the upfront payments will be taken as the final months of the Minimum Contract Term.

4. CHARGES ADJUSTMENT AND ADDITIONAL COST ITEMS

4.1 In addition to its other rights under this Clause 4 to increase the Charges in certain specified circumstances, 2Connect shall also be entitled to increase the Charges for any Service following the expiry of the Minimum Term for the Service in question by serving not less than 28 days' written notice on the Customer. In the event that the Customer does not wish to pay the increased charges then it shall within 28 days of receipt of the relevant notice from 2Connect serve three months' written notice to terminate the provision of the Service in question. During that notice period, the Charges for the service in question shall not include the increase proposed by 2Connect which resulted in the Customer electing to terminate the provision of that Service.

4.2 Where any Charge is stated to be based on the volume of the Customer's use of a Service then 2Connect shall be entitled to vary such Charge at any time in accordance with the relevant Service Agreement to reflect the actual use of that Service by the Customer from time to time. In such circumstances, Clause 4.1 does not apply. The minimum contracted quantity as stated in the Service Agreement will apply throughout the contract term.

4.3 If a service is found to be unavailable at a Customer site, the Customer shall pay all reasonable costs incurred by 2Connect in installing that technology and undertaking any necessary network upgrades. Alternatively, within five (5) Business Days of the Customer being informed that such technology is unavailable, the Customer may terminate the provision of that particular Service (or part of the Service) by serving written notice on 2Connect subject to the Customer paying all reasonable costs incurred by 2Connect in anticipation of providing that Service to the Customer. Reasonable costs may include (without limitation) third party survey fees, planning/wayleave costs, and engineering/installation costs already incurred, and will be evidenced on request.

4.4 Where in connection with the provision of any Service it is necessary for a circuit to be installed at the Customer's site by a third party network provider, the Customer accepts that the installation charges may be higher than those specified in the Service Agreement because the third party's site survey identifies circumstances or issues not originally contemplated by the parties at the Date of the Contract. Within five (5) Business Days of the Customer being informed that the installation charges are to be increased, the Customer may terminate the provision of that particular Service (or part of the Service) by serving written notice on 2Connect subject to the Customer paying all reasonable costs incurred by 2Connect in anticipation of providing that service to the Customer. Reasonable costs may include (without limitation) third party survey fees, planning/wayleave costs, and engineering/installation costs already incurred, and will be evidenced on request.

4.5 The capacity of any circuits located at each of the Customer's sites has been agreed between 2Connect and the Customer as the bandwidth required as at the Date of the Contract for the then current traffic flow across the Customer's network. In the event that any subsequent modifications are required as a result of variances in actual traffic flow, such modifications shall be paid for by the Customer (in full and on demand) in addition to the relevant Charges such increased charges to take effect from date at which they began to accrue, regardless of when the aforementioned notice is served or expires.

4.6 Where any third party network provider increases its charges to 2Connect for the ongoing provision of any network or circuit used by the Customer as part of any Service, 2Connect shall be entitled to increase the relevant charges by an amount equal to the increase in charges payable by 2Connect to the relevant third party network provider by serving not less than 28 days' written notice on the Customer such increased charges to take effect from date at which they began to accrued, regardless of when the aforementioned notice is served or expires.

4.7 In the event of any Change in Law occurring, 2Connect shall be entitled to increase the Charges, such increased charges to take effect from date at which they began to accrue, regardless of when the aforementioned notice is served or expires, to reflect the increased cost to 2Connect of providing the services as a result of that change in law by serving not less than 28 days' written notice of such increase on the Customer.

5. TELEPHONE SERVICES AND INTERNET PROTOCOL ADDRESSES

5.1 General

2Connect shall use its reasonable endeavours to provide uninterrupted telephone and internet services, however no warranty or other representation is given by 2Connect that any telephone or internet service will be error or fault free or offer all of the services and facilities associated with traditional telephone and internet lines (and for this reason, the Customer shall ensure that appropriate alternative arrangements are in place for the making of emergency calls). 2Connect shall have no liability to the Customer in respect of any interruptions to any telephone or internet service (other than to pay any

applicable Service Credits) and the Customer shall not be entitled to any refund of Charges (or to withhold payment of any Charges). In particular, the Customer acknowledges that the performance of any telephone or internet services may be impaired by the uploading or downloading of data by the Customer across the same network used to provide those telephone and internet services and that 2Connect shall have no liability to the Customer (including to pay Service Credits) in such circumstances.

5.2 Where the Customer uses equipment in connection with any telephone or internet service of a type not approved for use with that Service by 2Connect, 2Connect shall have no liability to the Customer (including to pay Service Credits) as a result of any errors or faults with any Service which are attributable to the Customer's use of such unapproved equipment.

5.3 2Connect shall use its reasonable endeavours to resolve any fault with any telephone service which is reported to it by the Customer as soon as reasonably practicable. In the event that 2Connect agrees to work outside of its Business Day to remedy any such fault, then this shall be subject to the Customer agreeing to pay 2Connect's additional charges for such out-of-hours work. 2Connect reserves the right to charge the Customer for any such work undertaken by 2Connect in investigating and/or remedying any fault with any telephone or other service which is reported to it by the Customer which subsequently turns out not to exist, to have been caused by the act or omission of the Customer or to have been caused by the Customer using equipment in connection with any Service of a type not approved for use with that Service by 2Connect.

5.4 Where 2Connect provides any internet protocol addresses, telephone numbers or codes to the Customer as part of any Service then the Customer shall not acquire any legal, equitable or other rights in respect of the same other than the right to use the internet protocol address, telephone number or code in question during the Term of the relevant Service in accordance with the terms of this Contract. All Intellectual Property Rights and other property subsisting in any internet protocol address, telephone number or code provided to the Customer by 2Connect shall at all times remain vested in 2Connect or its third party licensor (as applicable).

5.5 The Customer shall not sell, transfer or lease any internet protocol address, telephone number or code which is provided to it by 2Connect and, subject to Clause 5.6, upon termination of the Service in connection with which any internet protocol address, telephone number or code was provided, the right to use such internet protocol address, telephone number or code shall revert back to 2Connect immediately.

5.6 Subject to there being an appropriate porting agreement in place between 2Connect and the relevant network carrier, the Customer may port telephone numbers to and from 2Connect, upon 2Connect's agreement in writing.

5.7 2Connect reserves the right to withdraw or change any internet protocol addresses, telephone numbers or codes which have been provided by it to the Customer at any time on reasonable written notice.

6. CUSTOMER TECHNICAL SUMMARY

6.1 Any Customer Technical Summary which is included as part of a Customer Specification shall be relied on by 2Connect to produce the technical specification for the Service to which it relates and the applicable Charges for that Service. The Customer warrants that any Customer Technical Summary provided by it or any information provided by it to enable 2Connect to complete the Customer Technical Summary is complete, accurate, up to date and not misleading in any way. If found to be inaccurate or misleading, the Contract can be taken as void at 2Connect's absolute discretion and 2Connect reserves the right to charge the Customer in full for all reasonably incurred costs, and for all 2Connect's time and materials.

7. PREMISES

7.1 Access by the Customer/ representatives to any premises of 2Connect shall at all times be subject to compliance with the access and security policies for the time being in force. The Customer shall indemnify 2Connect against all loss, damage, liability, claims and expense that any of its other customers may incur by reason of any act or omission of the Customer or any of its representatives whilst on any premises of 2Connect (including any failure by the Customer to comply with its obligations pursuant to the Contract).

7.2 Each of 2Connect and the Customer shall ensure that all of its employees, agents, sub- contractors and other persons authorised by it whom the other may permit access to its premises are suitably qualified, skilled and experienced to carry out the work for which they are entering the premises of the other. 2Connect or the Customer shall be entitled to refuse any individual access to its premises without liability to the other party where it has reasonable grounds for suspecting that such individual does not have the appropriate skills, qualifications or experience or who may pose a threat to safety or security.

7.3 Whilst on any premises of the other party, 2Connect and the Customer shall comply with all reasonable site procedures of the other party notified to it in advance in writing.

7.4 In respect of any work to be undertaken by either party or a third party at any premises of the Customer in connection with the provision of a Service, the Customer shall be solely responsible for obtaining at its own cost and in sufficient time to enable the work in question to be undertaken any necessary consents required to undertake that work, including landlord's consent and wayleaves or easements required to enable network communications to be made to the Customer's premises.

7.5 Where it is agreed that the Customer is to make alterations to its premises in order to allow the installation of equipment or a circuit or to receive a Service, this shall be

recorded in the relevant Customer Specification together with the dates by which those alterations must be completed and the Customer shall complete any such alterations by those specified dates.

7.6 The Customer shall allow 2Connect such access to any of the Customer's premises at such times as 2Connect may request to enable it to perform its obligations under this Contract, including access to enable 2Connect to install, alter, vary, change, maintain, repair, replace or upgrade Equipment and Software or, on termination or expiry of the Contract or any applicable Service, to remove Equipment and Software from any premises of the Customer (and the Customer shall not be entitled to deny 2Connect or any third party access to any of its premises in such circumstances by reason of any dispute) Where requested by 2Connect, such access may include remote (as opposed to physical) access to Equipment and Software installed at any Customer's premises. Subject to the Customer providing 2Connect or any third party with the necessary access to its premises, 2Connect undertakes to remove all equipment from any premises of the Customer within fourteen (14) days of the expiry or termination of the provision of the services to which the Equipment in question relates (unless it is necessary for such equipment to remain on site in order to enable continued provision of service.

7.7 2Connect shall use its reasonable endeavours to undertake any work which requires access to the Customer's premises during the Business Day 2Connect but reserves the right to require the provision of out-of-hours access. Where the Customer requests that 2Connect undertakes any work at its premises outside of Business Day, 2Connect reserves the right to make an additional charge in respect of the provision of such out-of-hours work.

7.8 NON-SOLICITATION OF STAFF

During the term of this Contract and for a period of six (6) months following its termination, neither party shall, without the prior written consent of the other, solicit or entice away any employee of the other party who has been involved in the provision of the Services. A breach of this clause shall result in a recruitment fee equal to twenty per cent (20%) of the relevant employee's annual starting salary.

8. 2CONNECT EQUIPMENT

8.1 Where as part of any Service 2Connect or a third party installs Equipment or Software at any premises of the Customer, such Equipment and Software shall at all times remain in the ownership of 2Connect or the third party owner. The Customer shall not acquire any rights of ownership in or title to any such Equipment or Software and shall not (whether by operation of law or otherwise), have any lien, charge or similar rights over such Equipment or Software.

8.2 Risk of damage to or loss of any Equipment or Software of 2Connect or the third party owner installed at any premises of the Customer shall be borne by the Customer from the time such Equipment or Software is installed by 2Connect or the third party

until 2Connect or the third party commences its removal. The Customer shall ensure that such Equipment and Software is insured at its own cost against fire, theft and all usual risks (including loss or damage caused by an event of Force Majeure). In the event of any damage to or loss of any Equipment or Software whilst at the risk of the Customer (other than damage or loss caused by 2Connect or the third party), the Customer shall pay to 2Connect the cost of repairing or replacing (as applicable) the Equipment or Software in question regardless of whether or not such costs are recoverable by the Customer under the policy of insurance maintained by it.

8.3 Where 2Connect agrees to sell any equipment to the Customer and delivers such equipment to the Customer prior to payment being received, risk of damage to or loss of that equipment shall pass to the Customer upon delivery. Title to any such equipment shall remain with 2Connect until payment for that equipment in full is received from the Customer, at which point title shall transfer to the Customer. Prior to title passing to the Customer, 2Connect shall be entitled to enter any premises of the Customer at any time to recover that equipment should payment for it be overdue from the Customer or should any of the events as listed in clause 12.5.2 occur to the Customer.

8.4 In respect of any Equipment or Software installed at any Customer premises, the Customer shall:

8.4.1 Take reasonable care of that Equipment and Software, such obligation to include prohibiting any person other than those authorised by 2Connect to access, damage, alter, tamper with, move, remove, replace or repair that Equipment or Software;

8.4.2 Immediately inform 2Connect of any damage to, loss of or alterations to such Equipment or Software;

8.4.3 Maintain at its own cost any operating environment for that Equipment or Software as may be reasonably specified by 2Connect from time to time;

8.4.4 Provide at its own cost an adequate electricity supply and suitable earth connections for that Equipment or Software;

8.4.5 Not remove, alter or obscure any labels or markings which identifies that Equipment or Software as the property of 2Connect or a third party; and

8.4.6 Not charge, mortgage or otherwise encumber that Equipment or Software.

9. CUSTOMER EQUIPMENT

9.1 Where, as part of any service, 2Connect permits the Customer to install any Customer Equipment at any premises of 2Connect, the only right which is granted to the Customer is the right to locate that Customer Equipment at the premises of 2Connect during the term of that service. No relationship of landlord and tenant is created between 2Connect and the Customer.

9.2 2Connect shall be entitled to access any Customer Equipment located at its premises (including any Customer Equipment located in a private suite or locked

cabinet) at any time for the purposes of performing maintenance or other works in the case of an emergency or for health and safety reasons. The Customer shall provide 2Connect with any security codes, access passes or keys required to enable access in accordance with this clause 9.2

9.3 2Connect reserves the right to require the Customer to relocate, at 2Connect's cost, any Customer Equipment located at any premises of 2Connect to an alternative location within the same premises. In the case of a private suite, 2Connect shall ensure that the alternative location provides at least the same floor space. 2Connect shall provide the Customer with at least ten (10) business days written notice of any requirement for it to relocate any customer equipment pursuant to this clause 9.3

9.4 The Customer shall be solely responsible for the provision, installation, configuration and maintenance of all Customer Equipment. Risk of loss or damage to the Customer Equipment shall remain with the Customer at all times and the Customer shall be responsible for insuring all Customer Equipment against fire, theft and all usual risks (including loss or damage caused by an event of Force Majeure).

9.5 The Customer shall ensure that all Customer Equipment;

9.5.1 Is supplied, configured and used in accordance with all applicable manufacturer's instructions, safety standards, best industry practice and the reasonable instructions of 2Connect;

9.5.2 Is not added to, modified, removed or changed consent of 2Connect (such consent not to be unreasonably withheld or delayed;

9.5.3 Does not exceed any power utilisation agreed with 2Connect or specified in the Contract.

9.6 At the request of 2Connect from time to time, the Customer shall provide 2Connect with an accurate list of all Customer Equipment installed at any premises of 2Connect.

9.7 Upon termination of this Contract for any reason, the Customer shall, within fourteen (14) days of the Termination Date, return to 2Connect (at the Customer's cost) all 2Connect Equipment in the Customer's possession or control in good condition (fair wear and tear excepted). The Customer shall ensure that such 2Connect Equipment is securely packaged and returned in accordance with any reasonable instructions notified by 2Connect.

9.7.1 Title to the 2Connect Equipment shall at all times remain with 2Connect (or its suppliers) and the Customer shall have no right, title or interest in or to the 2Connect Equipment other than the right to use it in accordance with this Contract.

9.7.2 If the Customer fails to return any item of 2Connect Equipment within fourteen (14) days of the Termination Date, 2Connect shall be entitled to invoice the Customer a reasonable replacement charge for that item of 2Connect Equipment. Such charge shall become immediately payable and shall be a genuine pre-estimate of 2Connect's

loss arising from the non-return of that equipment. The replacement charge shall be payable irrespective of whether the 2Connect Equipment is subsequently returned.

9.7.3 If any 2Connect Equipment returned by the Customer is damaged (fair wear and tear excepted) or is not in full working order, the Customer shall be liable for the reasonable costs of repair or replacement.

9.7.4 Risk in the 2Connect Equipment shall pass to 2Connect only upon receipt of the 2Connect Equipment by 2Connect at the return address notified to the Customer. The Customer shall be responsible for the 2Connect Equipment until such time.

10. OTHER OBLIGATIONS OF THE PARTIES

10.1 In addition to the obligations of each party as set out in these terms and conditions, each party shall also comply with the other obligations and responsibilities as may be specified in any other document which forms part of the Contract.

11. LIMITATION OF LIABILITY

11.1 Neither party seeks to limit or exclude its liability for death nor personal injury caused by negligence nor in respect of fraud or fraudulent misrepresentation and no provision of the Contract shall be interpreted as attempting to exclude or limit such liability.

11.2 2Connect shall have no liability to the Customer (including to pay Service Credits) in respect of any failure or delay by it to provide the Services in accordance with the Contract where such failure or delay is attributable to any failure or delay by the Customer to comply with its obligations under the Contract.

11.3 Where the Service Level for any Service provides for Service Credits to be payable by 2Connect in the event that it fails to provide that Service in accordance with that Service Level, such Service Credits shall be paid by 2Connect in the form of a credit note. The Service Credits have been agreed between the parties as a fair and reasonable assessment of the likely loss and damage which the Customer would suffer as a result of 2Connect failing to meet the applicable Service Level and, therefore, represent the full extent of 2Connect's liability for failure to achieve the relevant Service Level. Payment of the relevant Service Credits by 2Connect shall represent the Customers sole and exclusive remedy in respect of any such failure by 2Connect and the Customer hereby waives its right to claim for any additional loss and damage suffered by it in excess of the value of the Charges which would have been payable by the Customer during that service period had 2Connect provided the Service in question in accordance with the applicable Service Level. 2Connect shall not be liable to pay any Service Credit which would otherwise become due in consequence of a breach by the Customer of these terms and conditions. If there is no Service Level applicable to a Service or Service Credits are not payable for failure to achieve a Service Level, then 2Connect shall have no liability to the Customer for non-availability of the relevant service.

11.4 Subject to the other provisions of this Clause 11 (and save in respect of any damage to the premises of 2Connect, termination charges and indemnities in favour of 2Connect to which this limitation shall not apply), the total aggregate liability of each party to the other for any and all claims by the other in connection with the provision of each Service or otherwise arising out of or in connection with a Service or the Contract for each 12 months period commencing on the Date of the Contract and the anniversary thereof shall be limited to the amount of the Charges paid or payable by the Customer for the provision of the Service giving rise to the claim in question during the preceding 12 months (or during the first 12 Months of the Term the Charges paid and payable during that period) subject to a maximum amount of £1,000,000 if lower than the actual amount of the charges over that 12 month period.

11.5 In no circumstances shall 2Connect be liable to the Customer for the following types of loss:

11.5.1 Loss of profit;

11.5.2 Loss of anticipated profit;

11.5.3 Loss of revenue;

11.5.4 Damage to goodwill;

11.5.5 Damage to reputation;

11.5.6 Loss of business;

11.5.7 Loss of savings or anticipated savings;

11.5.8 Any form of indirect loss, consequential loss or incidental loss;

11.5.9 Any loss or damage arising as a result of any loss of or corruption to data (whether temporary or permanent);

11.5.10 Any loss or damage arising out of an inability to restore data due to the loss of or damage to any encryption key by the Customer or anyone acting on the Customer's behalf.

12. TERM AND TERMINATION

12.1 Subject at all times to earlier termination in accordance with the provisions of these terms and conditions, the provision of each service by 2Connect to the Customer shall continue until the expiration of the Minimum Term. Following the expiry of the Minimum Term, the Contract for the provision of the service(s) shall automatically renew for successive periods of 1 month unless either party serves on the other not less than three months' written notice of termination, such notice to expire at the end of the minimum term or an anniversary of the date on which the minimum term expires.

12.2 The provision of certain services is dependent upon the Customer also being provided with certain other related Services. If, following the termination, for whatever

reason, of the provision of any particular service, 2Connect would be unable to continue to provide the Customer with any such related services, then the termination of that single service shall be deemed to be in addition a termination of all such related Services.

12.3 In addition to the payment by 2Connect of any applicable Service Credits in accordance with any applicable Service Level Agreement, the Customer shall be entitled to terminate the provision by 2Connect of a Service prior to the expiry of the Minimum Term or thereafter in the event that 2Connect fails to make the Service in question available for a period in excess of 24 consecutive hours on three occasions in any period of three consecutive Months. The Customer shall only be entitled to exercise its right to terminate pursuant to this Clause 12.3 by serving written notice of termination on 2Connect within 28 days of the date of the third qualifying period of unavailability with termination of the Service in question then taking effect on the expiry of that 28 days' period. In the event that no notice of termination is received by 2Connect by the expiry of that 28 days' period, the Customer shall be deemed to have waived its right to terminate pursuant to this Clause 12.3 on that particular occasion.

12.4 In the event that the Customer exercises its right to terminate the provision of a Service pursuant to Clause 12.3, 2Connect shall, within 28 days of the date of termination, refund to the Customer any advance charges which may have been paid by the Customer in anticipation of the provision of that Service after the date of termination.

12.5 Without prejudice to its other rights or remedies, either party shall be entitled to immediately terminate:

12.5.1 The provision of all or any of the Services by serving written notice of termination on the other party (such notice to be served within fourteen (14) days of the breach giving rise to the right to terminate occurring) in the event that the other party commits a material breach of any of its obligations pursuant to these terms and conditions in connection with the provision of the Service in question, which, in the case of a material breach which is capable of remedy, is not remedied within 30 days following receipt of written notice from the party not in material breach requiring the party in breach to do so;

12.5.2 The provision of all Services in the event that the other party enters into any compromise or arrangement with its creditors or becomes unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986, if an order is made or an effective resolution is passed for the other party's winding up (except for the purposes of amalgamation or reconstruction as a solvent company), if a petition to wind up the other party is presented to court (which is not withdrawn within 14 days) or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole of any part of the other party's assets.

12.6 Without prejudice to its other rights and remedies, 2Connect shall be entitled to terminate at its discretion the provision of all or any of the Services by written notice in

the event that the Customer fails on three (3) or more occasions to pay any invoice (to the extent that the Customer has not disputed it in accordance with Clause 3.8) within fourteen (14) days after its due date for payment. Any such termination shall be deemed to be as a consequence of a material breach by the Customer.

12.7 Termination of the provision of any individual Service shall not affect the continuing applicability of the Contract in respect of all remaining Services which are still to be provided nor shall it affect the continuing enforceability of any provision of the Contract concerning the terminated Service which, whether expressly or by implication, is to survive the termination of that particular service.

12.8 Termination of the provision of all Services shall not affect the continuing enforceability of any provision of the Contract which, whether expressly or by implication, is to survive termination.

12.9 On the day following the date on which the provision of a Data Service terminates (or the expiration of the period of 28 days referred to in Clause 12.3) the service will be completely decommissioned by 2Connect and, subject to Clause 14.3 and 14.4, all data stored by 2Connect in connection with the use of the Data Service will be deleted or delivered back to the Customer, as the Customer may reasonably require.

12.10 Internet / Leased Line termination costs are as follows

12.10.1 Prior to Site Survey a £500 Administration Fee Applies*,

12.10.2 Post Site Survey / Pre-Go-Live a £500 Administration Fee, any Construction Costs and 25% of Full Term Contract Rental Applies**

12.10.3 Post Go-Live Full Term Contract Rental Applies.

* At the discretion of 2Connect Digital Solutions Limited

** Exception being where ECC's (excess construction charge) are identified where the client has the option to cancel without charge

12.11 In the event the Customer terminates or gives notice to terminate (for any reason other than 2Connect's material breach) the Contract or any Services prior to the expiry of the Minimum Term, the Customer shall immediately pay an Early Termination Charge. The Early Termination Charge represents a genuine pre-estimate of 2Connect's loss and shall be calculated as 100% of the remaining monthly charges that would have been payable for the Services for the remainder of the Minimum Term.

12.11.1 Any outstanding charges owed up to the end of the Minimum Term will become immediately due for payment in full; and

12.11.2 If the Contract includes telephony charges, the termination charge shall include 30% of the average sell charge for calls in the 6 months prior to the cancellation month (for the lines subject to cancellation) multiplied by the number of contracted Months outstanding

12.12 If the Contract is terminated by either party hereto, or otherwise expires, the Customer shall in addition to any early termination amounts immediately pay to 2Connect all arrears of charges together with any interest under the Contract up to the date of termination or expiry.

12.13 In the event, the Minimum Term has expired and the subsequent anniversary has elapsed prior to such termination or notice, the Customer shall pay:

12.13.1 Any outstanding charges owed up to the end of the extended term as defined in Clause 12.1, and;

12.13.2 If the Contract includes telephony charges, the termination charge shall include 30% of the average sell charge for calls in the 6 months prior to the cancellation month (for the lines subject to cancellation) multiplied by the number of contracted Months outstanding in the extended term.

13. FORCE MAJEURE

13.1 No failure or delay by either party to perform its obligations in accordance with the Contract (other than the obligation to pay the Charges for the Services) shall give rise to any claim by the other or be deemed a breach of the Contract if such a failure or delay results directly from an event of Force Majeure.

13.2 In the event that 2Connect is prevented from providing any Service to the Customer by reason of an event of Force Majeure for a period of in excess of ten (10) consecutive Business Days, then the Customer shall:

13.2.1 Not be liable to pay the Charge associated with the provision of the Service in question during the continuance of the event of that Force Majeure event; and

13.2.2 Be entitled to immediately terminate the provision of the Service affected by the event of Force Majeure by serving written notice on 2Connect if such event continues for a period in excess of 60 days.

14. OWNERSHIP, DISCLOSURE AND RETURN OF CUSTOMER DATA

14.1 2Connect acknowledges that it shall not acquire any rights of ownership in respect of any data stored by the Customer using any Service.

14.2 Where a Data Service is terminated by the Customer under Clause 4.1 or either party under Clause 12.1 the Customer will remove its data from 2Connect's data centre by use of the Data Service during the relevant notice period.

14.3 In the event that the provision of any Data Service is terminated by the Customer pursuant to Clauses 12.3 or 12.5 and the Customer wishes to retrieve any data stored by using the Data Service following such termination then the Customer shall inform 2Connect of this in writing at the same time as the Customer gives notice of termination. Subject to the Customer having paid 2Connect all sums of money for the time being due and payable to 2Connect, 2Connect shall then allow the Customer to

continue to use the Data Service free of charge for a period of up to 28 days for the purpose only of carrying out such retrieval or provide the Customer free of charge with a portable disk restoration of such data (which method being entirely at the discretion of 2Connect).

14.4 In the event that the provision of any Data Service is terminated other than by the Customer pursuant to Clauses 12.3 or 12.5 and the Customer wishes to retrieve any data stored by it using a Data Service the Customer shall by written notice to 2Connect on or before the date of termination elect for retrieval of the data carried out by 2Connect using a portable disk in which case the Customer must pay immediately all Charges which may be outstanding at the date of termination and the then current Charge for the provision of such retrieval via portable disk. 2Connect shall have no obligation to permit the use of the Data Service beyond the termination date so that the Customer may retrieve its data.

15. SOFTWARE LICENSING AND INTELLECTUAL PROPERTY

15.1 Ownership of all and any Intellectual Property Rights in any Software shall at all times remain vested in 2Connect and/or its third party licensors (as appropriate). The Customer shall not acquire ownership of or title to any such Intellectual Property rights pursuant to the Contract or by the provision of any Services.

15.2 Subject to the payment by the Customer of the Charges for the relevant Service and the compliance by the Customer with its obligations pursuant to the Contract, 2Connect grants to the Customer a non-exclusive, non-transferable, revocable licence to use the Software in order to utilise the Service to which it relates only during the term of the provision by 2Connect of the Service in question.

15.3 The Customer will not and will not permit any third parties to:

15.3.1 Distribute or allow others to distribute copies of the Software or any part thereof to any third party;

15.3.2 Tamper with, remove, reproduce, modify, amend or copy the Software or any part thereof;

15.3.3 Provide, rent, sell, lease, licence or otherwise transfer the Software or any part thereof or use it for the benefit of a third party;

15.3.4 Reverse assemble, reverse compile, reverse engineer the software or any part thereof; and/or

15.3.5 Attempt to discover the source and/or object code of the software or any other underlying proprietary information.

This Clause 15.3 shall apply without prejudice to any rights which the Customer may have in respect of the Software which cannot lawfully be limited or excluded.

15.4 Certain Software, use of which is licenced to 2Connect by third parties, may require the Customer to enter into an end user agreement with the relevant third party licensor and it shall be a condition of the provision of the Service in question that the Customer enters into and abides by the terms of any applicable end user agreement.

15.5 Subject to compliance by the Customer with Clause 15.4, 2Connect warrants that (where applicable) it is authorised to sub-licence use of software in which the Intellectual Property Rights are owned by a third party to the Customer in connection with the provision of the relevant Services.

15.6 Subject to compliance by the Customer with Clause 15.7, 2Connect shall indemnify the Customer for all losses, claims, liabilities, expenses and costs which the Customer may incur to a third party as a result of the use or possession by the Customer in accordance with the Contract of any Software in which the UK registered Intellectual Property Rights are owned by 2Connect being found to infringe the Intellectual Property Rights of any third party (excluding any such claims which relate to data stored by the Customer using any Service).

15.7 The indemnity set out in Clause 15.6 shall only have an effect if the Customer:

15.7.1 As soon as reasonably possible informs 2Connect of any claim or potential claim which it receives or which it becomes aware that it may receive;

15.7.2 Makes no admission as to liability in respect of any claim or potential claim without the prior written consent of 2Connect;

15.7.3 Allows 2Connect (at the cost of 2Connect) to have sole conduct and control of the defence and/or settlement of any claim or potential claim; and

15.7.4 Provides 2Connect with such support, information and assistance as it may reasonably request in connection with the investigation, defence and/or settlement of any claim or potential claim.

15.8 Where any Software is licensed to the Customer on a per-user, per-seat, or usage-based basis, 2Connect (or its third party licensor) shall be entitled, on reasonable prior notice and during normal business hours, to audit the Customer's use of such Software for the sole purpose of verifying compliance with the applicable licence terms. Any material under-licensing identified as a result of such audit shall be remedied promptly by the Customer, including payment of any outstanding charges.

16. ENCRYPTION KEYS

16.1 Where, in order to make use of the Service, the Customer is provided with any encryption keys by 2Connect, those encryption keys shall be held at the risk of the Customer and it shall be the sole responsibility of the Customer to ensure that those encryption keys are kept safe and secure. The Customer acknowledges that 2Connect shall not be able to undertake the restoration of any data where the Customer has lost

any applicable encryption key provided to it and that 2Connect shall have no liability to the Customer in such circumstances.

17. ENFORCEMENT OF THE CONTRACT BY THIRD PARTIES

17.1 No person who is not a party to the Contract shall have any right to enforce the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. CONFIDENTIALITY

18.1 Other than to its responsible employees, subcontractors, professional advisers who need to have such Confidential Information disclosed to them or except insofar as a party may have a statutory duty to disclose any Confidential Information of the other party or is required by law or a regulatory body to do so), neither party shall divulge or communicate to any third party any Confidential Information of the other party but such restriction shall cease to apply to any Confidential Information if a party which may lawfully come into the public domain other than through the act or default of the other party.

18.2 Each party shall be entitled to use the Confidential Information of the other party only in connection with the performance of the Contract and not otherwise or for its benefit or the benefit of any third party.

18.3 Confidential Information does not include any information which: (i) is in the public domain, (ii) had been created by the other party without reference to the disclosing party's information, or (iii) was already in the rightful possession of the receiving party, free from any obligations of confidentiality to others prior to disclosure to the receiving party by the party claiming confidentiality.

19. AMENDMENTS TO THE CONTRACT

19.1 2Connect shall be entitled to make such reasonable amendments to any document comprising the Contract as may be necessary from time to time to ensure continuing compliance with any applicable legislation, law, or code of practice.

19.2 Subject to Clause 19.1 and save where otherwise provided in the Contract that a document may change, no amendment to any document comprising the Contract shall be valid unless and until made in writing and signed by 2Connect and the Customer.

20. ASSIGNMENT OF THE CONTRACT AND SUB-CONTRATING

20.1 The Customer shall not be entitled to assign or novate any of the rights or obligations under the Contract without the prior written consent of 2Connect, such consent not to be unreasonably withheld or delayed. For the purposes of Clause 20.1, 2Connect shall not be deemed to have acted unreasonably should it refuse to consent to any assignment or novation by the Customer to any third party who is not, in the reasonable opinion of 2Connect, of the same financial standing or creditworthiness as the Customer.

20.2 2Connect shall be entitled to assign or novate any of its rights or obligations under the Contract to any Group Company who shall in turn be entitled to assign or novate those rights or obligations to other Group Companies.

20.3 2Connect shall be entitled to sub-contract the performance of any of its obligations under the Contract provided that any such subcontracting shall not reduce 2Connect's liability to the Customer under the Contract. If, as a result of any act, omission or default by a subcontractor, 2Connect is liable to compensate the Customer under the Contract in respect of any claim, loss, damage, cost or liability.

21. GENERAL

21.1 Any notice or other communication to be given under the Contract shall be in writing and may be sent via email or post (at the sending party's option). Notice shall be deemed served once delivery can be evidenced. Such emails shall be sent by the Customer to accounts@2Connect.co.uk and from 2Connect to the billing contact specified in the Service Agreement. Notice received after 5.30pm on a Business Day, or on a day which is not a Business Day, shall be deemed received on the next Business Day.

21.2 For the purpose of Clause 21.1 where notice is made in writing and by post (not email), the authorised business address of 2Connect shall be its registered office for the time being and, in the case of the Customer, the address as set out in the Service Agreement. Either party may notify the other party in writing from time to time of a change in its authorised address to another address in the UK provided that notice of that change is given in accordance with the requirements of Clause 21.1.

21.3 The Contract and the documents referred to in it contain the entire agreement and understanding of the parties and supersede all prior arrangements and understandings (both oral and written) relating to the subject matter of the Contract (including any proposals submitted to the Customer by 2Connect not expressly incorporated into the Contract). The Contract shall supersede and take precedence over any purchase order or other document submitted by the Customer setting out or referring to any contractual conditions, all of which are hereby excluded.

21.4 Neither party has relied upon any warranty nor representation except as expressly provided for or referred to in the Contract. All warranties, conditions, terms and representations, express or implied (whether by law, statute or otherwise) if not expressly incorporated into the Contract are excluded to the fullest extent permitted by law.

21.5 Nothing in the Contract is intended to nor shall it create any partnership, joint venture, agency or other fiduciary relationship between the parties who are with respect to each other, independent contractors.

21.6 Any provision of any document comprising the Contract which is held to be invalid or unenforceable shall be deemed ineffective to the extent of such invalidity or

unenforceability without invalidating or rendering unenforceable the remaining provisions of the Contract.

21.7 No failure, delay or neglect by a party to enforce any provision of the Contract shall be construed nor be deemed to operate as a waiver of that party's right in respect of such a provision nor shall it affect the validity of the Contract or any provision in the Contract nor prejudice that party's right to take any subsequent action.

21.8 The Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

21.9 The Customer consents, unless such consent is withdrawn by written notice, to 2Connect disclosing for marketing purposes that the Customer is a customer of 2Connect in respect of the Services.

22. DATA PROTECTION

22.1 Where 2Connect processes Personal Data on behalf of the Customer in providing the Services, the parties acknowledge that (to the extent applicable) the Customer is the Controller and 2Connect is the Processor.

22.2 Each party shall comply with its obligations under the Data Protection Legislation.

22.3 2Connect shall:

22.3.1 process Personal Data only on documented instructions from the Customer;

22.3.2 implement appropriate technical and organisational measures to protect Personal Data;

22.3.3 ensure that persons authorised to process Personal Data are subject to confidentiality obligations;

22.3.4 notify the Customer without undue delay after becoming aware of a Personal Data breach affecting Personal Data processed under this Contract;

22.3.5 assist the Customer (taking into account the nature of the processing) to respond to data subject requests, and to meet its security and breach notification obligations, where reasonably required; and

22.3.6 upon termination or expiry of the Contract, and at the Customer's choice, delete or return Personal Data (save to the extent 2Connect is required by law to retain it).

22.4 Subprocessors: 2Connect may appoint third party subprocessors where required for delivery of the Services, provided that 2Connect remains responsible for their performance and ensures appropriate contractual protections are in place. Where required by Data Protection Legislation, 2Connect shall obtain the Customer's written authorisation before appointing a subprocessor to process Personal Data under this Contract.

22.5 2Connect's Privacy Policy is available at: <https://www.2connect.co.uk/privacy-cookies-policy/>

This document replaces all previous versions from the effective date.