

1. INTRODUCTION

1.1 This Schedule C sets out the Specific Terms on which (together with the General Terms and Order Terms which form part of the Agreement between you and us) we, Welcomm Communications Limited a company incorporated in the United Kingdom under registered company number 3815160, whose registered office is at Welcomm House, 24 The Point, Rockingham Road, Market Harborough, Leicestershire, LE16 7QU ("we" or "us") provide unified telecommunications devices, associated products, ("Products") and associated services, including (but not limited to) Support Services ("Services") to you as our customer ("you"), in each case as may be more specifically set out within the relevant Order Terms.

1.2 Words and expressions defined in the General Terms shall, unless otherwise defined in these Specific Terms or unless the context otherwise requires, have the same meanings when used in these Specific Terms.

1.3 These Specific Terms apply to the Agreement (for clarity, such Agreement being between you and us for, without limitation, the supply of the Deliverables). Please note that by ordering, or placing any order for, any such Deliverables from us, you agree to be bound by the terms of the Agreement. Where we provide any products or services to you other than the Deliverables the provision of such products or services shall be governed by the relevant Additional Terms applying to such products or services. Separately, you shall also be bound by any terms and conditions or agreement which may apply to or exist between you and your Network Provider in respect of the Deliverables. Where there is any conflict between (i) the Agreement and/or Additional Terms and (ii) such terms and conditions or agreement of your Network Provider, then the such terms and conditions or agreement of your Network Provider will prevail.

1.4 You should print a copy of these Specific Terms or save them to your computer for future reference.

1.5 We may amend these Specific Terms from time to time in accordance with the General Terms. Every time you sign a new Order Form you should check the Specific Terms and the General Terms (and any amendment, update or variation to any of them) then applicable to ensure that you understand the terms and conditions which will apply to the Agreement at that time. These Specific Terms were most recently updated on 2 January 2020.

2. DEFINITIONS & INTERPRETATION

"**Acceptable Use Policy**" means our policy for the use of any internet related Services, as set out on our Website (as may be revised by us from time to time by us uploading any updated version to our Website at any time).

"**Charges**" mean the charges payable by you to us for the provision of the Services as set out in the Order Terms or any revised version of the Order Terms notified to you in accordance with Clause 7.2, together with all applicable taxes and any interest due in accordance with Clauses 7.3 and 7.5.

"**Committed Period**" means in respect of each Service, the minimum period of twelve months or such other minimum period as may be agreed between the parties.

"**Customer Default**" has the meaning given to it in Clause 4.4.

"**Customer Equipment**" means any hardware and/or software owned controlled or licensed by you which is to be provided to us by you or otherwise made available for the purposes of providing the Services.

"**Deliverables**" means the Products and the Services together;

"**Equipment**" means any Hardware and/or Software, in each case used by us in the provision of the Services.

"**Extended Term**" has the meaning given to it in Clause 6.8.

"**Facility Limit**" means the usage, web space, bandwidth or other capacity or volume measure set out in the Order Form as the applicable facility limit for a Service.

"**Hardware**" means any unified telecommunications devices and/or associated products and/or other kit (but not, and specifically excluding, in any case Software) as set out in the Order Terms.

"**Instalment Plan**" means the agreed payment plan for Hardware, Products, other items and installation costs (in each case, as applicable) as set out in the Order Terms.

"**Legislation**" means any applicable legislation, authorisations, permissions, rules, regulations, orders and

guidelines relating to the provision and/or marketing of the Services and includes without limitation the Communications Act 2003 the Telecommunications Act 1984, the ICSTIS Code and/or any directives or other requirements issued by OFCOM from time to time.

"**Losses**" any losses (including loss of profits, loss of reputation and consequential losses), claims, judgments, costs, damages, awards, charges, demands, proceedings, penalties, fines, expenses and/or any other liabilities incurred or sustained, or which may, directly or indirectly, be incurred or sustained.

"**Network Provider**" means the telecommunications company (which is either (i) a mobile network operator or (ii) a mobile virtual network operator) which provides, among other things, the mobile network and telecommunications infrastructure for the Products and with whom you will have a separate contract; "**Order Form**" means the order form provided by us in connection with the Deliverables (setting out, amongst other matters, the scope of the Services, relevant Charges and any special terms which are specific to that Service).

"**Order Terms**" means, in respect of the provision of the Deliverables, the Proposal and the Order Form;

"**Our Representative**" means your account manager as set out within the Order Form;

"**Products**" has the meaning given to it in Clause 1.1.

"**Proposal**" means the proposal submitted to you by us in respect of the supply of the Products and Services;

"**Service Credits**" means the amounts payable, if any, by us to you in accordance with Clause 3 and the Order Form.

"**Services**" has the meaning given to it in Clause 1.1.

"**Service Failures**" means any failure error or defect in the provision of the services but excludes failures errors or defects arising from caused by or contributed to by your acts or omissions or third parties including other providers of telecommunications computers or other equipment or services including internet services or any failure error or defect arising as a result of causes beyond our reasonable control.

"**Service Level**" in relation to a service means the performance standard if any set out in the Order.

"**Software**" means the software provided by us to you, if applicable for the purposes of enabling you to use the Services including all associated documentation.

"**Support Services**" means the support services specified in our "Service SLAs" document (which, if relevant to the Agreement, is available on request by you), the timings for delivery of which shall be, for the avoidance of doubt, indicative only and time shall not be of the essence for the provision of any such support services, as well as the other account management services we provide;

"**Start Date**" means the target date for the start of the provision to the services to you.

"**we**" or "**us**" has the meaning given to it in Clause 1.1.

"**you**" has the meaning given to it in Clause 1.1.

"**Your Representative**" means the person duly authorised by you to act on your behalf for the purposes of the Agreement and identified to us by you under Clause 4.2.

"**Welcomm Site**" means the premises owned or controlled by us at which any of our Equipment and/or Customer Equipment is located or is to be located for the purpose of providing the Services.

"**Website**" means the Website located at WELCOMM.CO.UK or such other Website as may be notified to you by us.

3. SUPPLY

3.1 Following signature of the Order Form by you and us, and in consideration of the payment by you of the Charges, we shall provide the Deliverables to you in accordance with the Agreement.

3.2 We will use reasonable skill and care when providing the Services.

3.3 The Deliverables are provided for use by you in the course of your business (such use by you to be at all times in accordance with the Agreement).

4. CUSTOMER OBLIGATIONS

4.1 You shall co-operate with us in all matters relating to the provision of the Deliverables and, in particular, co-operate with

- us in all matters relating to billing of the Charges due under the Agreement, including providing us with full and timely access to any online billing system which you may operate, and at all times promptly providing us with any purchase order numbers or details which you may require in connection with any invoices we or your Network Provider may wish to submit in respect of the Charges.
- 4.2** Upon you signing the Order Form, you shall confirm to us the name of the person appointed as Your Representative. Your Representative shall be duly authorised by you, and have the authority to bind you, in all matters relating to the Agreement.
- 4.3** Upon you signing of the Order Form, we shall also confirm to you the person nominated as Our Representative for the purposes of the Agreement. Our Representative shall be your first point of contact for any queries in relation to the subject matter of this Agreement.
- 4.4** If our performance of any of our obligations under the Agreement is prevented or delayed by (i) any act or omission by you and/or any of your agents, sub-contractors, consultant or employees; or (ii) any failure by you and/or any of your agents, sub-contractors, consultant or employees to perform any relevant obligation under the Agreement, (in each case, a "Customer Default") we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 4.5** You shall be liable to pay us, on written demand, all costs, charges or losses sustained or incurred by us (including without limitation any direct, indirect or consequential losses) together with any applicable VAT thereon, that arise directly or indirectly from the Customer Default and/or your fraud, negligence, wilful misconduct, failure to perform, or delay in the performance of, any of your obligations under the Agreement, subject to us confirming such costs, charges and losses to you in writing.
- 4.6** You agree that you will not use the Deliverables in a way which would or could:
- 4.6.1** contravene, or cause us to contravene, any Legislation and any other applicable laws (including, but not limited to health and safety laws);
- 4.6.2** contravene our Acceptable Use Policy (where applicable);
- 4.6.3** compromise the security of our equipment or other systems (including, but not limited to, by the introduction of viruses and/or you failing to employ appropriate security measures and procedures);
- 4.6.4** cause a degradation of any service we may provide to any of our other customers;
- 4.6.5** involve the sending of unsolicited marketing or advertising materials;
- 4.6.6** result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing or offensive nature or which would result in the breach of any third parties intellectual property rights, confidential information or privacy;
- 4.6.7** breach, or cause us to breach, any applicable Data Protection Legislation (including, but not limited to, the Data Protection Act 2018);
- 4.6.8** exceed any Facility Limit applicable to you;
- 4.6.9** lose or cause us to lose or breach or cause us to breach our authorisation with, or status as a preferred contracting partner with, our suppliers or breach the terms of our contracts.
- 4.7** Without prejudice to any other rights or remedies available to us, you shall indemnify us against all Losses which we incur or suffer, directly or indirectly, in any way whatsoever, as a result of: (i) any claims, proceedings or threatened claims or proceedings by any third party; and/or (ii) any breach of your obligations under the Agreement (including, but not limited to, under this Clause 4); and/or (iii) us investigating and/or defending any of the matters referred to in (i) and (ii) above.
- 4.8** You are solely responsible for safeguarding your data (including, but not limited to you taking back up copies of any such data, maintaining a disaster recovery procedure).
- 4.9** To enable us to properly perform our obligations under the Agreement, you shall: -
- 4.9.1** obtain and maintain all necessary licences, permissions and consents which may be required for the Deliverables;
- 4.9.2** provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as are reasonably required by us to provide the Deliverables (including, but not limited to, you obtaining and maintaining all necessary licences, permissions and consents which may be required for any such access);
- 4.9.3** prepare your premises, office accommodation and other facilities for the supply of the Deliverables;
- 4.9.4** provide such reasonable assistance and information as we request from time to time in order to supply the Deliverables;
- 4.9.5** comply with applicable laws (including, but not limited to, health and safety laws);
- 4.9.6** comply with the terms of the Agreement; and
- 4.9.7** co-operate with us in all matters relating to the Deliverables.
- 4.10** We will agree with you the date and time for the provision by us of any works in relation to the Deliverables at your premises and such work will be carried out during our normal office hours. We may submit a request to you that we carry out any such works at other times and, if we do make any such request and you refuse it, we shall have no liability to you whatsoever for, or arising from, your refusal. Any request by you that we carry out any works in relation to the Deliverables at your premises at other times:
- 4.10.1** may be refused by us and, if we do make any such refusal, we shall have no liability to you whatsoever for, or arising from, such refusal; or
- 4.10.2** may be agreed to by us and, if we do give any such agreement, then such work will be charged to you at our then current standard rates.
- 5 OUR EQUIPMENT**
- 5.1** Title to Hardware (but not, for the avoidance of doubt any Software or other software) comprised in the Equipment will pass to you on payment in full by you of such Hardware as set out in the Order Terms. Such payment shall be via: -
- 5.1.1** a one off payment; or
- 5.1.2** an Instalment Plan,
- in either case as set out in the Order Terms. If you pay for the Hardware via an Instalment Plan, then an additional payment in an amount being equal to the sum of 10% of the cost of Hardware as set out within the Order Terms is required to be paid by you to us before, and in order to, to take title to such Hardware. If you do not wish to take title to the Hardware, then upon renewal or re-signing or extension (as the case may be) of the Agreement in respect of the Deliverables in accordance with these Specific Terms, the monthly payment applicable to such arrangements will be reduced so as to exclude the costs of original installation of the Equipment applicable to the Agreement. The Instalment Plan will continue in force and you shall continue to make payments under it unless and until (i) payment for the Hardware in accordance with this Clause 5.1 has been received by us; or (ii) the Agreement in respect of the Deliverables in accordance with these Specific Terms has been renewed or re-signed or extended (as the case may be) in accordance with this Clause 5.1. If you wish to cancel the Instalment Plan at any time then you must give us not less than 90 days' prior notice in writing. At the end of the 90 day notice period we reserve the right to arrange for the removal and collection of, and to remove and collect, the Equipment and you shall at all times permit us and our employees, agents, consultants and subcontractors access to your premises for such purposes.
- 5.2** Where any Equipment is being provided by us for use at your premises, you will be responsible for the maintenance of such Equipment and its prompt return to us on termination of the Services. Unless we agree otherwise in writing, you will be responsible for the installation of all and any of the Equipment. Where we agree to install Equipment, you grant to us and our employees, agents, consultants and subcontractors, a right of access at all times to your premises on reasonable prior notice, to install, inspect, test, maintain or otherwise deal with the Equipment. As a separate obligation you grant to us and our employees, agents, consultants and subcontractors, a right of access at all times to your premises to recover the Equipment in

- the event that you fail to return it on request at any time.
- 5.3** In accordance with Clause 13.1.1, if any of the Equipment is deemed by us to be faulty and provided that such faulty Equipment is covered under the Support Agreement, then we will arrange for replacements to be despatched to your premises and assist in its remote installation, in each case as soon as reasonably practicable and in any event in accordance with the terms of the Support Agreement. If any Equipment you consider to be faulty is in fact deemed by us to not be faulty, or the Equipment is exhibiting a fault (or is faulty) but such fault is deemed by us to be as a result of misuse, then all costs and charges incurred by us in providing any replacement Equipment will apply and you shall pay all such costs and charges on demand by us. Replacement Equipment may comprise new or reconditioned items from our maintenance stock at our sole discretion.
- 5.4** Risk in respect of Equipment will pass to you on delivery of the Equipment to you. You will at all times keep the Equipment insured against all risks and also on terms sufficient to cover and protect our interests in relation to the Equipment from the date of delivery.
- 5.5** Without prejudice to any other rights or remedies available to us, you shall indemnify us against all Losses which we incur or suffer, directly or indirectly, in any way whatsoever, as a result of: (i) your use of the Equipment in breach of any of your obligations under the Agreement; and/or (ii) any acts or omissions of you or your employees, consultants agents or subcontractors; and (iii) us investigating and/or defending any of the matters referred to in (i) and (ii) above.
- 6 CUSTOMER EQUIPMENT**
- 6.1** Except as expressly set out in the Agreement, you will be responsible for providing all necessary hardware, software, network facilities and telecommunications services to access and make use of the Deliverables.
- 6.2** You will ensure that your telecommunications equipment and Customer Equipment conforms at all times with Legislation. We will not be under any duty or obligation to connect, or keep connected, any Customer Equipment if:
- 6.2.1** it does not so conform; or
- 6.2.2** in our reasonable opinion, it is liable, or is likely to, : (i) cause death, personal injury or damage to any person or property; or (ii) impair the quality of the Services or any other services provided by us; or (iii) cause us to lose our authorisation; or (iv) put us in breach of our obligations to any third party.
- 6.3** Where Customer Equipment is located at a Welcomm Site, you will remain fully responsible for the risk to the Customer Equipment. You undertake to us to obtain and maintain the following insurances in respect of the Customer Equipment:
- 6.3.1** cover in an amount equal to the full replacement value of the Customer Equipment against fire, theft, accidental damage and all other risks; and
- 6.3.2** public liability insurance with cover in an amount not less than £5,000,000.00 per claim.
- 6.4** On request you will provide us with certificates of cover in respect of the insurances required to be effected by you pursuant to the Agreement, together evidence of payment of the premiums for such insurances.
- 6.5** You are responsible for:
- 6.5.1** ensuring that the Customer Equipment meets the minimum technical specifications as notified by us to you as being required to be compatible with the provision of the Services;
- 6.5.2** ensuring that the Customer Equipment is supplied and at all times maintained in a safe condition in good working order and that it complies at all times with all applicable laws;
- 6.5.3** obtaining all required licenses or other consents to enable us to have access to and use of Customer Equipment for the purposes of providing the Services (including, but not limited to, any licence rights in respect of software which forms a part of the Customer Equipment) and you shall be solely responsible for any costs associated with obtaining such licenses and consents;
- 6.5.4** delivering the Customer Equipment to the Welcomm Site (at your cost) in sufficient time as is notified by us to you prior to the commencement of the Services; and
- 6.5.5** the prompt removal of the Customer Equipment from the Welcomm Site (at your cost) on the termination of the provision of the Services under the Agreement.
- For clarity, you are solely responsible for all costs and charges in respect of the transportation, installation, de-installation and removal of the Customer Equipment.
- 6.6** You acknowledge and agree that we have a lien over any Customer Equipment in order to secure all sums due or owing by you under the Agreement or otherwise howsoever arising. You will not be entitled to remove the Customer Equipment from the Welcomm Site unless and until we have received all outstanding amounts due or owing by you to us.
- 6.7** Without prejudice to any other rights or remedies available to us, you shall indemnify us against all Losses which we incur or suffer, directly or indirectly, in any way whatsoever, as a result: (i) of our possession or use of the Customer Equipment; (ii) from the location and situation of the Customer Equipment at the Welcomm Site; and (iii) of us investigating and/or defending any of the matters referred to in (i) and (ii) above.
- 7 Charges and payment**
- 7.1** You will pay us the Charges. Charges will be payable with effect from the first date on which the Services or any part of them are provided to you.
- 7.2** We may change the Charges for any Services by giving you 30 days' notice of such change. The revised charges will apply to all Services after the effective date as specified in the notice of such change.
- 7.3** All Charges are stated exclusive of value added tax ("VAT") or other applicable taxes. You will be responsible for paying VAT and other applicable taxes, which will be included in our invoices at the then prevailing rate(s).
- 7.4** We will issue invoices for the Deliverables in accordance with the payment terms specified in the Order Terms.
- 7.5** You shall pay all and any of our invoices within 14 days of the date of the invoice unless otherwise agreed by us. If you fail to make a payment due to us under the Agreement by the due date, then, without limiting our remedies under the Agreement or otherwise, you shall pay interest on the overdue sum from the due date until payment of the overdue sum in full, whether before or after judgment. Interest under this Clause 7.5 will accrue each day at the rate of 4% above the base rate of National Westminster Bank plc as applying from time to time per annum, but at 4% per annum for any period when the base rate of National Westminster Bank plc is below 0%.
- 7.6** All Charges due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting our other rights or remedies, set off any amount owing to you by us against any amount payable by us to you.
- 8 Security and Backup Services**
- 8.1** You are responsible for the security of your use of the Deliverables, including (but not limited to) protecting all passwords, backing up all data, employing appropriate security devices (including virus checking software) and having disaster recovery processes and procedures in place.
- 8.2** We provide no guarantee or warranty with respect to the security of the Deliverables.
- 8.3** Where you are, or become, aware of any matters which you know, or you are reasonably expected to know, constitute a threat to the security to the Deliverables, then you shall immediately notify us of such matters.
- 9 Term and Termination**
- 9.1** If you fail to pay any Charges when due and/or you fail to comply with any of your obligations under Clause 7, such failures will be deemed to be and constitute material breaches for the purposes of Clause 9.2.
- 9.2** We may terminate the Agreement (or any part of it) with immediate effect by notice in writing if:
- 9.2.1** you fail to pay any sums due to us within 5 Business Days of any notice in writing from us stating that such sums are due and demanding payment;
- 9.2.3** you are in material breach of the Agreement for any reason;
- 9.2.4** you commit any material breach of any of the terms of the Agreement and (if such a breach is capable of remedy) you fail to remedy that breach within 30 days of you being notified of the breach;
- 9.2.5** you commit persistent breaches of the Agreement;
- 9.2.6** you take any step or action in connection with you entering

- administration, provisional liquidation or any composition or arrangement with your creditors, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 9.2.7** you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business, or you cease, or threaten to cease, to trade;
- 9.2.8** any authorisation, licence, permission or consent which you hold in connection with your own telecommunication system and/or its connection to our system, is removed revoked or amended;
- 9.3** In the event of any such termination by us in accordance with this clause 9 during the Committed Period you will, in addition to paying any unpaid Charges due as at the date of such termination, be liable to pay to us the cancellation charges as specified in the Order Terms together with any cessation charges outlined by our suppliers. For the avoidance of doubt, you shall immediately be liable to pay to us on demand all and any unpaid amounts in respect of any Instalment Plan.
- 9.4** We may terminate the Agreement with immediate effect by written notice, in the event that: (i) we cease to be authorised by, or cease to hold our status as a preferred contracting partner with, our suppliers; or (ii) our authorisation with, or status as a preferred contracting partner with, our suppliers is revoked or modified in any way which in our reasonable opinion has a material impact on our ability to provide the Deliverables or any of them; or (iii) we are prohibited from providing, or are restricted in our entitlement or ability to provide, the whole or any part of the Deliverables.
- 9.5**
- 9.5.1 The Agreement between you and us for the provision of the Deliverables shall come into effect on the Commencement Date and, subject to the other provisions of the Agreement, shall continue in force for the Initial Term and shall renew automatically thereafter for further periods of twenty four (24) months (each an “**Extended Term**”) unless terminated in accordance with the provisions of this clause 9.5. For the avoidance of doubt, the Agreement shall continue in force for each Extended Term and shall renew automatically thereafter for further Extended Term(s) unless terminated in accordance with the provisions of this clause 9.5 unless and/or until otherwise terminated in accordance with the other provisions of the Agreement.
- 9.5.2 Either party may: -
- 9.5.2.1 at any time prior to the expiration of the Initial Term, terminate the Agreement by giving not less than 3 months prior notice in writing to the other party to that effect, such notice to expire no earlier than the last day of the Initial Term. Where a party has given notice in accordance with this clause 9.5.2.1, the Agreement shall not renew automatically for an Extended Term, but shall continue in force (on the same terms) until the expiry of the notice period specified in the notice given pursuant to this clause 9.5.2.1; or
- 9.5.2.2 at any time prior to the expiration of any Extended Term, terminate the Agreement by giving not less than 3 months prior notice in writing to the other party to that effect, such notice to expire no earlier than the last day of the applicable Extended Term. Where a party has given notice in accordance with this clause 9.5.2.2, the Agreement shall not renew automatically for a further Extended Term(s), but shall continue in force (on the same terms) until the expiry of the notice period specified in the notice given pursuant to this clause 9.5.2.2.
- 9.6** On termination of the Agreement, you will return to us immediately on request all and any Confidential Information

which you have in your possession.

10 Cancellation and Suspension

- 10.1** Individual Services or the Agreement may only be cancelled: subject to the other provisions of the Agreement; and
- 10.1.1** subject to you giving us not less than 90 days prior notice in writing, such notice to expire on a date being on, or after the end of, the Committed Period (or the end of the relevant Extended Term (as the case may be)).
- 10.2** Subject to Clause 10.3, where you cancel a Service during the Committed Period (or the relevant Extended Term (as the case may be)) for that Service, or cancel the Agreement during the Committed Period (or the relevant Extended Term (as the case may be)) for any Service, you will immediately pay to us on such termination all the Charges applicable to the unexpired portion of the Committed Period(s) (or the relevant Extended Term (as the case may be)).
- 10.3** We may suspend the provision of any Services if:
- 10.3.1** you fail to meet any of your obligations under the Agreement, including (but not limited to) your obligations in relation to the Facility Limit and notice requirements concerning abnormal demands on our network;
- 10.3.2** in our reasonable opinion, you or any third party is acting in breach of the Acceptable Use Policy;
- 10.3.3** in our opinion technical limitations exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services;
- 10.3.4** in our opinion your conduct is likely to result in the breach of any obligations binding on us, or is otherwise prejudicial to our interests;
- 10.3.5** we are entitled to terminate the Agreement pursuant to the General Terms;
- 10.3.6** it is necessary for our operational reasons (including, but not limited to, upgrades to the Services and/or or regular or emergency maintenance);
- 10.3.7** we are obliged to comply with any order, instruction or request of a court of competent jurisdiction or any governmental, regulatory or other authority.

We will, where practical, give you notice of our intention to suspend the Services and, restoration of the Deliverables as soon as we are reasonably able to do so. If we exercise any right to suspend the provision of the Deliverables (or any of them), then this is without prejudice to, and will not restrict, our rights to terminate the Agreement in accordance with its terms.

11 CHANGES TO SERVICE AND CONTRACT

Notwithstanding any of the other provisions of the Agreement, we may at any time on 30 days written notice to you, vary any of the General Terms, the Charges, or any other provisions of the Agreement (including the technical specification of any of the Services or other Deliverables).

12 TERM AND START DATE

We will use our reasonable endeavours to commence providing the Deliverables by the start date if any stated in the Order Terms, however any such start date (and any other dates specified in the Agreement) are estimates only and are provided for planning purposes only. We will have no liability for any failure to meet any start date or any other date and time shall not be of the essence in relation to us under the Agreement.

13 SUPPORT

- 13.1** The cost of customer support by us for any Deliverables is as specified in the Order Terms. Such support covers:
- 13.1.1** replacement Equipment as set out in clause 5.3;
- 13.1.2** remote programming; and
- 13.1.3** support by us during specified periods only, such specified period being Monday to Friday 8.30am to 5.30pm (excluding bank holidays);
- 13.2** Subject to the following provisions of this Clause 13, such support is mandatory for all Products. Notwithstanding such mandatory terms, if we do agree with you in the Order Terms that such support is excluded from the Agreement, then the following

charges will apply for any support we do provide to you:

- 13.2.1** remote programming will be charged at £55.00 per hour;
- 13.2.2** site call out fee to investigate a fault will be charged at £125.00 for the first hour (or part thereof) and £75.00 for every subsequent hour (or part thereof);
- 13.2.3** replacement equipment will be charged at our then prevailing rates.
- 13.3** We reserve the right to prioritise service support requests from our customers who have customer support arrangements in place with us. Non-supported systems requests will be resolved as soon as we have the available resources.

14 GENERAL

- 14.1** Conflict: In the event of any conflict or in consistency between the constituent parts of this Agreement, they shall prevail in the following order: (a) the Order Form, (b) the Proposal (c) these Specific Terms, and (d) the General Terms.