COACTIVEICT®
YOUR PROACTIVE PARTNER

# Terms & Conditions

Specialists in

**Managed Security, IT & Communication Solutions**

By signing this Contract for additional Services, you acknowledge and agree that the standard terms and conditions below will apply to the additional Services as well as your original Services in replacement of the terms attached to your original Contract.

**TERMS**

Coactive ICT Ltd standard terms apply to this agreement as set out below or overleaf from the signature clause. Your attention is specifically drawn to:

1. payment obligations if you terminate this agreement or any Service prior to the end of the applicable Minimum Term (see clauses 18 and 19);
2. your requirement to provide at least 3 months' (90 days) prior written notice to terminate this agreement within the Minimum Term and failure to give the required notice may result in the applicable Services renewing in accordance with clause 4, except where automatic renewal is prohibited by Applicable Law.
3. Coactive ICT Ltd's ability to assign, transfer or subcontract the Contract, any Service, or any related rights and obligations in accordance with clause 27.

**Coactive ICT Ltd TERMS & CONDITIONS**

**1. Interpretation**
The following definitions and rules of interpretation apply in these General Terms.

**1.1 Definitions**
**"Acceptable Use Policy"** Coactive ICT Ltd's acceptable use policy, a copy of which can be requested by emailing: info@coactiveict.com.

**"Act"** means the Telecommunications Act 1984 and any amendments, modifications, re-enactments or replacements of the Act that may be incumbent.

**"Affiliate"** any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**"Applicable Law"** the laws of England and Wales and any other laws and regulations that apply to providing or receiving Services.

**"Authorised Contacts"** individuals authorised to act on behalf of the Customer in relation to the Service.

**"Business Day"** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Business Hours"** 9.00am to 5.00pm (UK time) on Business Days. Any reference to a timeframe expressed in Business Hours does not include time that falls outside of Business Hours.

**"Call(s)"** means any form of communication, which can be silent, visual, or spoken, on each line that BT or a Carrier provides at a site.

**"Charges"** together the:
(a) Recurring Charges;
(b) One-Off Charges (if any);
(c) Variable Charges (where applicable); and
(d) any other fees or charges payable by the Customer as detailed in the Contract or Price Guide.

**"Claim"** any legal claims, actions or proceedings against a party, whether threatened or actual, whether by a third party or the other party to the Contract.

**"Contract"** means the contract between the Customer and Coactive ICT Ltd for the provision of the Services which shall incorporate the Service Agreement and these Terms.

**"Controller, Processor, Data Subject, Personal Data Breach, Processing, and Appropriate Technical and Organisational Measures"** shall have the meanings given in the Data Protection Legislation.

**"Carrier"** means a licensed public switched telecommunications network provider.

**"Customer"** means the party identified as taking the Services and with whom the Contract is made, with Coactive ICT Ltd as the Service Provider.

**"Coactive ICT Ltd"** means Coactive ICT Ltd, a company registered in England & Wales under company no. 06985618, whose registered office is Unit 66 Hillgrove Business Park, Nazeing Road, Nazeing, England, EN9 2HB.

**"Data Protection Legislation"** all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, as each of the foregoing may be updated, replaced or amended from time to time; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

**"Effective Date"** means the date on which the Contract is signed by the Customer or otherwise accepted in accordance with the Order Form.

**"Equipment"** means the equipment supplied by Coactive ICT Ltd as detailed in the Contract or Order Form.

**"Estimated Service Commencement Date"** the estimated date for commencement of a Service (or Service Element) specified in the Contract or an Order Form or otherwise communicated to the Customer by Coactive ICT Ltd.

**"Export Control Laws"** all export control laws and regulations administered in the Relevant States.

**"Failure of the Service"** means the continuous total loss (due to a fault on BT's network) of the ability to make or receive Calls, or the continuous total loss of a related Service.

**"Force Majeure Event"** an event or circumstance beyond a party's reasonable control.

**"Goods"** the Equipment and/or Third-Party Software.

**"General Terms"** these general terms.

**"Group"** in relation to a party, that party and its Affiliates.

**"Initial Term"** means, for each Service, the initial Minimum Term beginning on its applicable Service Commencement Date.

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

**"Investment"** subsidy.

**"Large Business Customer"** a customer which has more than 10 employees at the Effective Date.

**"Minimum Term"** the minimum term committed by the Customer for the relevant Service as set out in the Contract or Order Form.

**"Network"** the telecommunication network used to provide the Service, which consists of network elements provided by Third Party Operators.

**"Not-for-profit Customer"** customer which is a body for which (as at the Effective Date) no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) and which applies the whole of its income for charitable or public purposes and is prohibited from directly or indirectly distributing among its members any part of its assets.

**"Notice"** a notice given by one party to the other under the Contract in accordance with clause 33.

**"One-Off Charges"** the non-recurring charges payable by the Customer in relation to the Services as described in an Order Form and/or in the Contract.

**"Order"** an order (in an Order Form or as otherwise agreed between the parties) that is placed by the Customer for Services (and Goods, where applicable) and that is accepted by Coactive ICT Ltd.

**"Order Form"** (or Contract) means a document headed 'Order Form' which sets out the Services (and Goods, where applicable) that the Customer has requested.

**"Provider"** means Coactive ICT Ltd (Company No. 06985618) and includes any successor, assignee, transferee, affiliate or group company authorised to provide the Services under this Agreement.

**"Price Guide"** the price guide (as amended from time to time), a copy of which can be requested by emailing: info@coactiveict.com (or an online web address that Coactive ICT Ltd advises the Customer of);

**"Privacy Policy"** Coactive ICT Ltd's privacy policy (as amended from time to time), a copy of which can be found at https://coactiveict.com/privacy-policy (or any other online address that Coactive ICT Ltd advises the Customer of).

**"Purchase of Goods Terms"** Coactive ICT Ltd's purchase of goods terms (as amended) from time to time, a copy of which can be requested by emailing: info@coactiveict.com.

**"Recurring Charges"** means all recurring and committed charges payable by the Customer, including but not limited to monthly charges, quarterly charges, annual charges, licence fees, software subscriptions, managed service fees, minimum revenue commitments, cloud service charges, cybersecurity subscriptions, backup services, support services, connectivity services and any other recurring fees specified in an Order Form, Contract, Price Guide or Service Terms.

**"Relevant States"** the United Kingdom, the European Union, the United States of America and any other countries which are applicable to the Customer.

**"Renewal Term"** means each further fixed term for which a Service renews under clause 4.

**"Restricted Party List"** the list of restricted countries published by Relevant States (as updated from time to time).

**"Sanctions"** all economic, trade and financial sanctions, embargoes and other restrictive measures administered in the Relevant States.

**"Service(s)"** means each service provided by Coactive ICT Ltd (including where Coactive ICT Ltd acts as a reseller of third-party services) as set out in an Order Form or Contract, which may include part of a Service and provision of a Service to a Site. Any reference to Service may be an individual Service or collectively all Services, as appropriate.

**"Service Element"** the individual components of a Service (including optional service elements if applicable).

**"Service Commencement Date"** unless stated otherwise in the Service Terms, the date as advised to the Customer by Coactive ICT Ltd when Coactive ICT Ltd is satisfied that the Service has met Coactive ICT Ltd's standard testing criteria and the Service is available and ready for use.

**"Service Terms"** the service terms applicable to the Service, identified by reference to the Service name (e.g. Coactive ICT Ltd Security), as amended from time to time, copies of which can be requested by emailing: info@coactiveict.com.

**"Site(s)"** place at or to which the Service is to be supplied, as identified in the Order Form.

**"Small Business Customer"** a Customer who has no more than 10 employees at the Effective Date.

**"Sub-Processor"** has the meaning given in clause 21.6.1.

**"Subsidy"** any subsidy / investment provided by Coactive ICT Ltd as detailed in the Order Form or Contract.

**"Subsidy Terms"** Coactive ICT Ltd's Subsidy terms (as amended from time to time), copies of which can be requested by emailing: info@coactiveict.com.

**"Termination Charges"** the aggregate of:
(a) the charges for any Service (or part thereof) supplied but for which invoice has not yet been submitted; and
(b) the Recurring Charges:
(i) due to the end of the Minimum Term, or
(ii) in the event of termination prior to the Service Commencement Date, the Recurring Charges which would have been due during the Minimum Term had the Contract not been terminated; and
(c) if the Customer has paid a reduced charge, or no charge, for installation/connection service and the relevant Service ends before the end of the Minimum Term, the full price (or balance thereof) for the installation/connection services, excluding any discounts; and

(d) if the Customer wishes to transfer, port or migrate any service(s) away from Coactive ICT Ltd, or cease service(s), the Customer will be liable to pay a number port fee and / or a cessation fee:
(i) where there are five or fewer numbers or services, a fee of £250; or
(ii) where there are six or more numbers or services, a fee of £250 per number or service which is to be transferred, ported or migrated away or ceased; and
(e) where a contract is terminated in full a £250 administration charge will be payable; and
(f) where applicable, all unavoidable costs, commitments, liabilities and charges payable by Coactive ICT Ltd to suppliers, carriers, software vendors, licensors, infrastructure providers and other third parties as a result of or in connection with the Customer's early termination; and
(g) where applicable, any sums due under the Subsidy Terms.

**"Third Party Operator"** the operator of any Network or provider of any electronic communications services over or through which Coactive ICT Ltd may provide a Service.

**"Third Party Software"** third party software supplied by Coactive ICT Ltd, which is:
(a) embedded in any Equipment, or
(b) downloaded to: (i) any Equipment; or (ii) any other goods situated at a Site and/or used by the Customer, whether or not in conjunction with the Equipment or in connection with a Service.

**"UK GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).

**"User"** any person who uses a service.

**"Variable Charges"** the charges payable by Customer for use of the Services which may vary from time to time, and which shall include (as applicable) usage charges and user-based subscription charges.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.3 a reference to a party includes its personal representatives, successors or permitted assigns;

1.4 reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.5 unless stated otherwise, references to clauses in any document forming part of the Contract are to clauses in that document;

1.6 clause headings shall not affect the interpretation of the Contract;

1.7 any phrase introduced by the terms including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.8 a reference to writing or written includes email but not fax; and

1.9 a party or the parties refer to the parties to the Contract.

**2. Application of these General Terms**

2.1 These General Terms shall:
2.1.1 apply to and be incorporated into the Contract; and
2.1.2 prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

**3. Customer's Warranties**

3.1 The Customer warrants that:
3.1.1 it has the authority to enter into the Contract;
3.1.2 it is a business and in contracting with Coactive ICT Ltd in accordance with the Contract it is not acting for a purpose which could be regarded as outside its trade or profession;
3.1.3 if Coactive ICT Ltd assigns any telephone numbers to the Customer for providing the Services, the Customer acknowledges that the Customer does not acquire any legal, equitable or proprietary right to such numbers and Coactive ICT Ltd is entitled to withdraw or change any telephone number or code or group of numbers or codes upon giving the Customer notice. Any and all intellectual property interests in any such telephone number shall remain with Coactive ICT Ltd at all times; and
3.1.4 Nothing in the Contract shall authorise the Customer to use Coactive ICT Ltd's names or trademarks, branding, or other proprietary property belonging to Coactive ICT Ltd, a Carrier of BT or enable some other entity to use the same, and without the prior written permission of Coactive ICT Ltd, the Customer shall not use or seek in some manner to license, the names, or trademarks, or branding, or other proprietary property belonging to either Coactive ICT Ltd, a Carrier of BT or any of their respective group companies.

**4. Commencement & Duration**

4.1 Subject to clauses 4.2 to 4.5, at the expiry of the Initial Term and each Renewal Term, each Service shall automatically renew for a further term equal in length to its applicable Initial Term unless either party gives at least ninety (90) days' written notice, expiring at the end of the then-current term.

4.2 Clause 4.1 shall not apply to any fixed voice or broadband Service supplied to a Customer to whom an automatically renewable contract is prohibited by Applicable Law or the requirements of a competent regulatory authority. Such a Service shall not automatically renew into a new Minimum Term and shall instead expire, continue outside a minimum commitment period, or renew only following the Customer's express agreement, as permitted by Applicable Law.

4.3 The restriction in clause 4.2 applies only to the affected regulated Service. It does not prevent any mobile, managed IT, cybersecurity, software, cloud, backup, print, CCTV, network management, professional or other non-regulated Service from renewing under clause 4.1.

4.4 Where the Contract includes both affected regulated Services and other Services, each Service shall be treated separately for renewal and termination purposes.

4.5 Nothing in the Contract limits any mandatory statutory or regulatory right that cannot lawfully be excluded.

4.6 Where the Provider provides the Customer with any Subsidy (discounted or free Equipment, waived setup charges, reduced Charges, or any other incentive), the Subsidy is given on the basis the Customer completes the Minimum Term. If the Contract or the relevant Service ends early for any reason other than the Provider's uncured material breach, the Customer must repay the unrecovered value of the Subsidy, calculated on a straight line basis for the time remaining in the Minimum Term. This is payable in addition to, not instead of, any Termination Charges.

**5. Goods**
In the event the Customer orders Goods, it agrees to comply with the Purchase of Goods Terms.

**6. Subsidy**
In the event Coactive ICT Ltd provides the Customer with any Subsidy, the Customer agrees to comply with the Subsidy Terms.

**7. Services**

7.1 For certain Services (or Service Elements) Coactive ICT Ltd may provide an Estimated Service Commencement Date and Coactive ICT Ltd shall use reasonable endeavours to deliver against any such date. If the Customer requests a change to any Estimated Service Commencement Date before the applicable Service Commencement Date, Coactive ICT Ltd reserves the right to either:
7.1.1 adjust the applicable Service (or Service Element), including but not limited to, the revision of any applicable Charges; or
7.1.2 cancel the applicable Service (or Service Element), subject to any applicable Termination Charges that may be payable by Customer.

7.2 Services ordered by the Customer will be available and ready for use on the Service Commencement Date. The Customer accepts that each individual Service and/or Service Element may have different Service Commencement Dates and that the Service Commencement Date for a given Service (or Service Element) may be earlier or later than the Estimated Service Commencement Date.

7.3 Where Coactive ICT Ltd has agreed to dates, levels or standards in respect of the performance of any Services, such criteria will be detailed in the Contract, an Order Form and/or applicable Service Terms. Coactive ICT Ltd shall use reasonable endeavours to meet such performance criteria, but failure to do so shall not constitute a breach of Contract.

7.4 Without prejudice to any rights contained within the Service Terms, Coactive ICT Ltd shall have the right to make any changes to the Services which are necessary to comply with any Applicable Law or safety requirement, or which do not materially affect the nature or quality of the Services.

**8. Charges**

8.1 The Customer will pay and is responsible for the Charges, whether the Service is used by the Customer or someone else. This includes all Charges resulting from unauthorised or fraudulent use.

8.2 The Customer will not be entitled to any reduction in Charges if it does not use all or any part of the Service.

8.3 The Variable Charges will be calculated on usage information recorded by or on behalf of Coactive ICT Ltd.

8.4 Unless otherwise stated in an Order Form, the Charges are exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature and all other taxes and charges in respect of the Services, which shall be payable by the Customer in addition.

**9. Invoicing & Payment**

9.1 Unless stated otherwise in the Contract, the Order Form or applicable Service Terms, Coactive ICT Ltd shall invoice the Customer for:
9.1.1 the Recurring Charges monthly, quarterly or annually (as may be applicable) in advance;
9.1.2 the One-Off Charges (if any) on or at any time after an Order;
9.1.3 the Variable Charges (if any) monthly in arrears; and
9.1.4 other fees or charges payable by the Customer as detailed in the Contract or Order Form on or at any time after such fees or charges are incurred by the Customer.

9.2 Coactive ICT Ltd will invoice, and the Customer will pay, in pounds sterling.

9.3 The Customer will pay all Charges by direct debit, unless Coactive ICT Ltd agrees otherwise in writing.

9.4 Where a direct debit is returned unpaid for whatever reason, Coactive ICT Ltd may charge an additional administrative fee of £25.

9.5 Where the Customer does not pay by direct debit, unless Coactive ICT Ltd agrees otherwise in writing, Coactive ICT Ltd will:
9.5.1 charge an additional monthly processing fee of 10% of the Customer's average monthly invoice; and
9.5.2 deduct the payment processing fee from any money received before any payment is allocated against the Charges.

9.6 The Customer shall pay each invoice submitted by Coactive ICT Ltd within the number of days from the date of such invoice as set out in the Contract or Order Form (or if no such number is so set out then within 7 days) (Due Date), and in full and in cleared funds to a bank account nominated in writing by Coactive ICT Ltd or, as the preferred payment method, to be collected by direct debit.

9.7 Coactive ICT Ltd may credit assess the Customer from time to time to determine the credit limit on the Customer's account. The Customer will provide Coactive ICT Ltd with any information it reasonably requires for this. If Coactive ICT Ltd is not satisfied as to the creditworthiness of the Customer, it may:
9.7.1 notify the Customer that no further credit will be allowed;
9.7.2 require all Charges owing by the Customer to Coactive ICT Ltd to be paid immediately;
9.7.3 require the Customer to pay Charges in advance;
9.7.4 require the Customer to provide a guarantee as security for payment of future invoices; and/or
9.7.5 require the Customer to pay a deposit.

9.8 Without limiting any other right or remedy of Coactive ICT Ltd, if the Customer fails to make any payment due to Coactive ICT Ltd (i) under the Contract by the Due Date; or (ii) any other contract between Coactive ICT Ltd and the Customer in accordance with its terms, Coactive ICT Ltd shall be entitled to:
9.8.1 cancel any Order or suspend any further provision of the Services to the Customer;
9.8.2 deduct monies up to the value of the overdue amount from any sum standing to the credit of the Customer's account with Coactive ICT Ltd;
9.8.3 restrict or suspend the Service as set out in clause 16;
9.8.4 charge a £25.00 late payment charge;
9.8.5 where applicable, blacklist any Equipment on the Central Equipment Identity Register (which renders such Equipment unusable); and/or
9.8.6 charge interest on the overdue amount at the highest rate permitted by Applicable Law from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment.

9.9 The Customer will pay all reasonable costs that Coactive ICT Ltd incurs when recovering any overdue amount, including debt collection agency and legal costs.

9.10 If the Customer disputes the amount of any Coactive ICT Ltd invoice in good faith and on bonafide grounds:

9.10.1 the Customer shall pay any undisputed portion of the invoice by the Due Date:
9.10.2 the Customer shall write to Coactive ICT Ltd within 10 Business Days of the date of the invoice providing details of:
(a) the nature and reason for the dispute;
(b) the amount in dispute; and
(c) any evidence to support the disputed amount.
9.10.3 if Coactive ICT Ltd can demonstrate that the invoice is correct Coactive ICT Ltd shall be entitled to charge interest in accordance with clause 9.9.6; and
9.10.4 if Coactive ICT Ltd determines that the disputed invoice is incorrect Coactive ICT Ltd shall apply the relevant credit to the Customer's account.

9.11 Any invoice which is not disputed in accordance with clause 9.10 shall be deemed to be fully accepted by the Customer and Coactive ICT Ltd shall have no liability in respect of any invoice which is otherwise disputed.

9.12 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by Applicable Law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Coactive ICT Ltd in order to justify withholding payment in whole or in part. Coactive ICT Ltd may, without limiting its other rights and remedies, set off any amount owing to it by the Customer against any amount payable by Coactive ICT Ltd to the Customer.

**10. Coactive ICT Ltd's Obligations**

10.1 Coactive ICT Ltd shall:
10.1.1 provide the Service in all material respects in accordance with the relevant Service Terms and with the care and skill that would reasonably be expected in the circumstances;
10.1.2 take steps to ensure the Service is reasonably fault-free and reasonably uninterrupted, but it is not a condition of the Contract, nor does Coactive ICT Ltd warrant or guarantee, that the Service will be uninterrupted, secure or error-free;
10.1.3 comply with Applicable Law;
10.1.4 provide information relating to the Customer's use of the Service, to authorities, regulators and law enforcement agencies, if required by Applicable Law; and
10.1.5 if applicable to the Service, take reasonable steps to stop anyone getting unauthorised access to any part of the Network.

**11. Customer's Obligations**

11.1 The Customer shall:
11.1.1 ensure that an Order is complete and accurate;
11.1.2 co-operate with Coactive ICT Ltd in all matters relating to the Services;
11.1.3 follow all reasonable instructions from Coactive ICT Ltd from time to time in connection with the Services, including preparation activities that may be required to enable the Customer to receive the Service promptly or otherwise in accordance with the Contract;
11.1.4 only use the Services in accordance with the Acceptable Use Policy;
11.1.5 not resell the Services or any part thereof (unless expressly authorised to do so elsewhere in the Contract);
11.1.6 comply with Applicable Law;
11.1.7 ensure that any hardware and software used by the Customer (and not provided by Coactive ICT Ltd as part of the Service) is properly installed, fit for purpose, properly licensed and compatible with the Service;
11.1.8 keep all usernames, passwords and other security information secure (and change these and comply with such other directions as Coactive ICT Ltd considers necessary or desirable for security purposes);
11.1.9 notify Coactive ICT Ltd as soon as possible of any unauthorised access to its account or security details;
11.1.10 where applicable to the Service, and where the Customer is moving from another service provider, obtain and supply to Coactive ICT Ltd a porting / migration authorisation code;
11.1.11 where applicable to the Service, get and maintain all consents, licences, permissions, wayleaves and authorisations required for Coactive ICT Ltd to provide the Service to a Site, including for:
(a) making alterations to buildings;
(b) accessing property;
(c) dealing with local authorities, landlords or owners;
(d) installation of the Services; and
(e) using the Service over the Customer's network;
11.1.12 provide any Coactive ICT Ltd personnel attending Sites or other Customer premises with a safe and suitable working environment;
11.1.13 not use the Service in a way which is inconsistent with good faith commercial practice to Coactive ICT Ltd's detriment;
11.1.14 ensure that the Service meet its requirements prior to entering into the Contract;
11.1.15 where applicable to the Service, follow reasonable and proper back-up procedures for any uses of the Service and make regular backup copies of all data in accordance with good computing practice, to protect against loss or error resulting from use of the Service;
11.1.16 provide Coactive ICT Ltd with such information and materials as Coactive ICT Ltd may reasonably require to supply the Services, and ensure that such information is complete and accurate in all material respects;
11.1.17 provide the names and contact details of Authorised Contacts (and agree levels of authority where requested by Coactive ICT Ltd); and
11.1.18 authorise Coactive ICT Ltd to act on its behalf in all dealings with third parties in connection with any matter that enables Coactive ICT Ltd to provide or continue to provide the Customer with the Services.
11.1.19 This agreement is subject to site survey or remote survey conducted by Coactive ICT Ltd, if the Coactive ICT Ltd technical team determines the information provided by the Customer does not adequately support the delivery of services which is in line with Clause 11.1.16, the Customer agrees it may be liable to pay for any extra engineering services, licenses or hardware to meet the exact requirements for Coactive ICT Ltd to adequately provide the agreed upon service as per this contract.

**12. Access & Site Regulations**

12.1 You grant to us, our agents and employees, an irrevocable licence at any time to enter any Site to audit your compliance with the Agreement, provided that such licence will only be exercised during normal business hours on reasonable written notice by us.

12.2 You will use reasonable endeavours to grant to Coactive ICT Ltd or the relevant Coactive ICT Ltd Supplier (including all employees, subcontractors or other persons acting on their behalf), promptly and at no charge, with access to all Sites, premises, offices, data and other facilities as we require to perform the Agreement. We will normally require such access during normal business hours of 9am to 5pm but may, on reasonable notice, require access at other times and if that is the case you agree to pay our reasonable additional charges for doing so. In addition, we may require a Site survey or engineering visit to be undertaken, for which a separate fee will be payable.

12.3 You agree to provide, and to use best endeavours to procure that you provide a suitable and safe working environment for our or any Coactive ICT Ltd Supplier's Representatives and anyone else acting on our or their behalf at your business premises and/or at a Site. We will use reasonable endeavours to observe your reasonable site regulations if previously advised in writing to us and will comply with the reasonable instructions of supervising personnel at the Site. However, subject to Clause 17.3 we will not be liable for any Liability that you suffer as a result of a conflict between any site regulations and the terms of the Agreement.

12.4 We may terminate the provision of a Service to a particular Site on written notice to you where a Site has been demolished, materially altered or where there is a change of occupancy at a Site and the new occupant does not wish to receive the relevant Service. If such termination occurs then, unless otherwise agreed in writing between you and us, you will be liable for all consequences of termination in accordance with Clause 19.

12.5 We may charge you a cancellation charge or an Abortive Visit Charge (to be paid in accordance with Clause 9) if an appointment is agreed with us but, for reasons outside our control, we or the relevant Coactive ICT Ltd Supplier is unable to gain access to the Site, the work is unable to be carried out, the appointment is otherwise broken, and/or if we are unable to set a replacement appointment date that is within 30 days from the previously agreed date.

12.6 It is your responsibility to carry out at your own expense any making good or decorating work required after any installation or engineering appointment.

**13. Equipment & Software Used in Connection with Services**

13.1 Unless expressly stated otherwise in the Agreement, all Equipment supplied to you remains our property or, where indicated by us, that of the relevant Coactive ICT Ltd Supplier or other third party at all times unless otherwise expressly agreed between you and us.

13.2 You will not add to, modify, carry out any maintenance on or in any way interfere with Equipment, nor allow anyone else to do so (other than someone authorised by us or by a Coactive ICT Ltd Supplier). You will ensure that all apparatus attached (directly or indirectly) to the Services will conform to the relevant standard or approval for the time being designated under the Act and any requirements or standards stipulated in Applicable Law or any product literature supplied or published (whether by us or any applicable manufacturer or supplier).

13.3 You are solely responsible for the safekeeping of all Equipment supplied to you and will be liable to us for any loss of or damage to it (except where such loss or damage is due to fair wear and tear or is caused by us or anyone acting on our behalf) and you will remain liable for all Charges accrued during any period of loss, theft, damage or other inability to use the Equipment. All Equipment is subject to the manufacturer's warranty (if any) only; we do not provide any additional warranty.

13.4 You will ensure that any Equipment connected to or used in conjunction with Equipment will bear the European consumer equipment standards "CE mark" (or its UK equivalent).

13.5 Unless you notify us in writing of a material fault with any Equipment within seven days following delivery, you will be deemed to have accepted it. You acknowledge and agree that seven days is a reasonable period for the purpose of inspecting the Equipment and testing it for material faults.

13.6 We cannot guarantee the continuing availability of any particular item of Equipment, and you acknowledge that we may be dependent upon third parties for its provision. Accordingly, we may add to, substitute and/or discontinue any item of Equipment and/or change the specification of the Equipment at any time without being responsible for any Liability that you suffer as a result.

**14. Sanction & Export Controls**

14.1 The Customer and its Users will only use the Services in countries in which they have been certified for use in accordance with Applicable Law and not in any countries listed on a Restricted Party List.

14.2 The Customer shall comply with all Export Control Laws and Sanctions, in both cases, in the Relevant States.

14.3 The Customer shall:
14.3.1 not knowingly do anything which may cause Coactive ICT Ltd to breach any Export Control Laws or Sanctions;
14.3.2 provide such assistance, documentation and information to Coactive ICT Ltd as it may reasonably require in order to comply with this clause 14;
14.3.3 not carry out activities in any country on a Restricted Party List;
14.3.4 not sub-contract or assign the benefit of the Service or re-export, re-sell or otherwise transfer any Service, SIM or Equipment to any entity based in a country on a Restricted Party List;
14.3.5 keep Coactive ICT Ltd appraised at all times of the loss, suspension or invalidation of any relevant licence, authorisation, approval or export control privileges including being placed on a Restricted Party List; and
14.3.6 promptly notify Coactive ICT Ltd in writing of any actual or potential breaches of its obligations in relation to Export Control Laws and Sanctions or of it becoming aware that any relevant authority has initiated or will initiate any investigation or proceedings against the Customer relating to an actual or potential breach of Export Control Laws or Sanctions.

**15. Customer Default**

15.1 If Coactive ICT Ltd's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
15.2 Coactive ICT Ltd shall without limiting its other rights or remedies have the right to suspend provision of the Services pursuant to clause 16, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Coactive ICT Ltd's performance of any of its obligations;
15.2.1 Coactive ICT Ltd shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Coactive ICT Ltd's failure or delay to perform any of its obligations as set out in this clause 15; and
15.2.2 the Customer shall reimburse Coactive ICT Ltd on written demand for any costs or losses sustained or incurred by Coactive ICT Ltd arising directly or indirectly from the Customer Default.

**16. Suspension of Service**

16.1 Coactive ICT Ltd may restrict or suspend the provision of Services (in whole or in part):
16.1.1 for any maintenance, modification, or technical failure of the Network or Service;
16.1.2 to implement a change under clause 7.4;
16.1.3 to safeguard the security and integrity of the Network;
16.1.4 for any breach of the Customer's obligations under the Contract, including clauses 9 or 11, or any failure to pay Coactive ICT Ltd pursuant to the terms of any other contract between the Customer and Coactive ICT Ltd; or
16.1.5 if the Customer becomes subject to any of the events listed in clauses 18.3.

16.2 Coactive ICT Ltd shall use reasonable endeavours to keep all suspensions to a minimum and shall give the Customer prior notice of such suspensions where reasonably practicable.

16.3 If Coactive ICT Ltd restricts or suspends the Service pursuant to clauses 16.1.4 or 16.1.5:
16.3.1 the Customer will continue to be liable to pay the Charges for the Service; and
16.3.2 Coactive ICT Ltd may charge the Customer to start the Service again.

**17. Liability**

17.1 Without prejudice to clause 15 and subject to clauses 17.3, 17.4 and 17.7:
17.1.1 neither party shall be liable under any circumstances to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
(a) any loss of profits, sales, business, or revenue;
(b) loss or corruption of data, information or software;
(c) loss of business opportunity;
(d) loss of anticipated savings;
(e) loss of or damage to goodwill; or
(f) any indirect or consequential loss; and
17.1.2 a party's total liability to the other arising in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lower of (i) £100,000.00 and (ii) the Charges in the 12 months prior to the date the loss arose.

17.2 The Customer's obligations to make payments to Coactive ICT Ltd pursuant to the Contract are in addition to and will not be counted towards the limitations set out in clause 17.1.2.

17.3 Nothing in the Contract excludes or limits the liability of a party for:
17.3.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
17.3.2 fraud or fraudulent misrepresentation; or
17.3.3 any other liability which cannot legally be excluded or limited.

17.4 Nothing in the Contract limits the Customer's liability in respect of its indemnification obligations in any Service Terms.

17.5 Any warranties, conditions or other terms implied by common law or statute are, to the fullest extent permitted by law, excluded from the Contract.

17.6 Coactive ICT Ltd will not be liable if it fails to do something under the Contract (including not carrying out any of its obligations, carrying them out late or not meeting any service levels), whether or not there is a Force Majeure Event, in which case the Force Majeure provisions in clause 23.3 shall apply, to the extent that Coactive ICT Ltd's failure is due to:
17.6.1 the Customer's failure to carry out, or delay in carrying out, any of its obligations under the Contract, in which case the Customer will pay Coactive ICT Ltd for any costs and losses sustained or incurred as a result of such failure or delay;
17.6.2 the acts or omissions of a third party (other than Coactive ICT Ltd's subcontractors or suppliers); or
17.6.3 any restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

17.7 To the extent that Coactive ICT Ltd is acting as reseller in the provision of any Service:
17.7.1 the Customer acknowledges that it must rely entirely on the guarantees and warranties which may have been given by the third-party manufacturer, software or service provider to Coactive ICT Ltd, which Coactive ICT Ltd will endeavour to pass on to the Customer;

17.7.2 Coactive ICT Ltd's liability will be limited to such sums as it recovers from the relevant provider; and
17.7.3 Coactive ICT Ltd's obligations shall be limited to managing the provision of such services by such third party and Coactive ICT Ltd shall not be in breach of the Contract to the extent that such breach was caused, or contributed to, by the act or omission of such third party (and Coactive ICT Ltd shall be entitled to make a reasonable additional charge for any additional services it provides to rectify the effects of the act or omission).

17.8 This clause 17 shall survive termination of the Contract.

**18. Termination**

18.1 Either party can terminate without cause:
18.1.1 the Contract in its entirety at any time by giving Notice.
18.1.1.1 Such Notice shall be of a period not less than the greater of (i) 90 days and (ii) the longest minimum notice period specified in the applicable Service Terms for any Service then being provided under the Contract.
18.1.1.2 Any Notice given under this clause 18.1.1 must expire on the last day of a calendar month.

18.2 (where the Customer has multiple Services and does not wish to terminate the Contract in its entirety), an individual Service at any time by giving Notice.
18.2.1.1 Such Notice shall be of the period specified for termination without cause within the applicable Service Terms for that specific Service.
18.2.1.2 If no such period is specified in the applicable Service Terms, the Notice period shall be not less than 90 days.
18.2.1.3 Any Notice given under this clause 18.2 must expire on the last day of a calendar month.
18.2.1.4 whereupon, in either case (clause 18.1.1 or 18.2), the provisions of clause 19 shall apply.

18.3 Without limiting its other rights or remedies, Coactive ICT Ltd may terminate the Contract (in whole or in part) with immediate effect by giving Notice to the Customer in the event:
18.3.1 Coactive ICT Ltd has suspended the Service under clauses 16.1.4, clause 16.1.5 or pursuant to the Service Terms; or
18.3.2 the Customer fails to pay any amount due under the Contract (and which has not been disputed in accordance with clause 9.10.2) by the Due Date and remains in default no less than 30 days after being notified in writing to make such payment.

18.4 Without limiting its other rights or remedies, a party may terminate the Contract with immediate effect by giving Notice to the other party if:
18.4.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so;
18.4.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
18.4.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
18.4.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
18.4.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
18.4.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
18.4.7 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
18.4.8 a floating charge holder over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;
18.4.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
18.4.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 18.4.2 to 18.4.9; or
18.4.11 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
18.4.12 In the event a party terminates a Service where more than one Service is provided under the Contract, the Contract shall only terminate in respect of the terminated Service and shall continue in respect of any continuing Service.

**19. Consequences of Termination**

19.1 For the avoidance of doubt, if the Customer terminates the Contract or any Service before expiry of the applicable Minimum Term, other than under a mandatory right to terminate without penalty:
19.1.1 the Customer shall pay the Termination Charges;
19.1.2 the Termination Charges may be invoiced immediately following receipt of notice or termination and shall be payable by the Due Date;
19.1.3 any Charges applying during the notice period shall remain payable and shall not be treated as reducing the Termination Charges unless the same period has otherwise been included in their calculation; and
19.1.4 any port, migration, transfer, replacement, disconnection or cessation initiated by or on behalf of the Customer shall constitute termination of the affected Service.
19.1.5 The Customer acknowledges that Services supplied under this Agreement may be supported by fixed-term commitments entered into by Coactive ICT Ltd with suppliers, carriers, software vendors, licensors, infrastructure providers and other third parties. The Customer agrees that any costs, commitments, liabilities or charges incurred by Coactive ICT Ltd arising from the Customer's early termination may be recovered as part of the Termination Charges.
19.1.6 Nothing in this Agreement shall require a Customer to pay any Termination Charges, administration charges, cessation charges, migration charges or other fees where such charges are prohibited by Applicable Law or where the Customer is exercising a mandatory statutory or regulatory right to terminate a regulated Service without penalty. Any such right shall apply only to the affected regulated Service and shall not affect any other Service supplied under this Agreement unless required by Applicable Law.

19.2 If Coactive ICT Ltd terminates the Contract or a Service using its rights set out in clauses 18.2 or 18.3, the Customer will pay Coactive ICT Ltd the Termination Charges.

19.3 If the Contract, any Service or any Order is cancelled, terminated or expires, for any reason:
19.3.1 the Customer will immediately stop using the relevant Service;
19.3.2 the Customer will immediately pay Coactive ICT Ltd all Charges and interest due up to the date of termination;
19.3.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
19.3.4 the following clauses shall continue in force: clause 1 (Interpretation), clause 17 (Liability), clause 18 (Consequences of termination), clause 21 (Data protection), clause 22 (Intellectual property), clause 28 (Confidentiality), clause 29 (Entire agreement), clause 31 (Waiver) and clause 36 (Governing law and jurisdiction).

**20. Complaints**

20.1 If the Customer wishes to make a complaint about the Services, the Customer agrees that it shall follow Coactive ICT Ltd's complaints procedure, a copy of which can be requested by emailing: info@coactiveict.com.

**21. Data Protection**

21.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 21 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

21.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Coactive ICT Ltd is the Processor when providing the Customer with Services pursuant to the Contract.

21.3 The following table sets out the scope, nature and purpose of processing by Coactive ICT Ltd, the types of Personal Data and categories of Data Subject being processed for the purposes of the Contract:

| | |
|---|---|
| **Subject Matter** | The processing of the Data Subjects' Personal Data in order to provide the Customer with Services pursuant to the Contract. |
| **Duration** | The duration required for the performance of the Contract. |
| **Categories of Data** | Any Personal Data transferred by the Customer to Coactive ICT Ltd under the Contract, including but not limited to:<br>• title, full name, job title<br>• telephone numbers and other contact details, and<br>• where applicable, details related to use of the Services (which may include: description, duration, number of calls, destination of call, where the call is made from (e.g., mobile or fixed line), date and time of call, caller's location, call recipient's location, recipient's telecoms provider). |

| | |
|---|---|
| **Categories of Data subjects** | Employees and staff of the Customer (or such other persons authorisedby the Customer to make use of the Services) (Customer Staff). Recipients of calls made by Customer Staff and those who contact Customer Staff using the Services. |
| **Nature of Processing** | Storing and using the information to fulfil the Contract. |
| **Purposes of Processing** | To provide the Customer with Services pursuant to the Contract. |

21.4 Without prejudice to the generality of clause 21.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer and processing of any Personal Data to and by Coactive ICT Ltd for the duration and purposes of the Contract and will transfer to Coactive ICT Ltd only the Personal Data that Coactive ICT Ltd requires in order to perform its obligations under the Contract.

21.5 Without prejudice to the generality of clause 21.1, Coactive ICT Ltd shall, in relation to any Personal Data processed by Coactive ICT Ltd as Processor in connection with the Contract:
21.5.1 process the Personal Data only in accordance with the Contract or on the documented instructions of the Customer unless Coactive ICT Ltd is required by Applicable Law to otherwise process that Personal Data. Where Coactive ICT Ltd is relying on Applicable Law as the basis for processing Personal Data, Coactive ICT Ltd shall notify the Customer of this before performing the processing required by the Applicable Law unless that Applicable Law prohibits Coactive ICT Ltd from so notifying the Customer. Coactive ICT Ltd shall inform the Customer if, in the opinion of Coactive ICT Ltd, any of its instructions infringes or may infringe Data Protection Legislation;
21.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
21.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
21.5.4 assist the Customer, insofar as this is possible (taking into account the nature of processing and the information available to Coactive ICT Ltd), at the Customer's cost and written request, in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
21.5.5 notify the Customer without undue delay on becoming aware of a Personal Data Breach;
21.5.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the Personal Data. For the purposes of this clause 21.5.6, Personal Data shall be considered deleted where it is put beyond further use by Coactive ICT Ltd; and
21.5.7 maintain records to demonstrate its compliance with this clause 21 and allow for the Customer or the Customer's designated auditors to review, audit and inspect such records for the purposes of verifying such compliance.

21.6 The Customer hereby provides its prior, general authorisation for Coactive ICT Ltd to:
21.6.1 appoint third-party processors of Personal Data (Sub-Processors). Coactive ICT Ltd confirms that it has entered or (as the case may be) will enter with each Sub-Processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 21. As between the Customer and Coactive ICT Ltd, Coactive ICT Ltd shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 21.6; and
21.6.2 transfer Personal Data outside of the UK or EEA as required for the purposes as described in clause 21.3, provided that Coactive ICT Ltd ensures that all such transfers are effected in accordance with Data Protection Legislation.

21.7 Coactive ICT Ltd may, at any time on not less than 30 days' notice (pursuant to clause 23.7.2) revise this clause 21 (in whole or in part) or update, amend and/or enhance the data protection provisions of this Contract (in whole or part) to incorporate any applicable controller to processor standard clauses or similar terms in each case adopted under the Data Protection Legislation or forming part of an applicable approved certification scheme under Data Protection Legislation or otherwise to comply with Data Protection Legislation.

**22. Intellectual Property**

22.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Coactive ICT Ltd or its licensors.

22.2 If the Customer's use of the Service infringes, or allegedly infringes, a third party's Intellectual Property Rights, Coactive ICT Ltd will indemnify the Customer for court awarded damages payable to a third party for a proven infringement of that third party's Intellectual Property Rights directly resulting from the use by the Customer of the Services provided the Customer:
22.2.1 notifies Coactive ICT Ltd promptly about the Claim;
22.2.2 allows Coactive ICT Ltd to conduct all negotiations and proceedings and to settle the Claim;
22.2.3 provides Coactive ICT Ltd with its reasonable assistance regarding the Claim; and
22.2.4 does not attempt to settle the Claim or make any admission or public statement relating to it or do anything that may harm Coactive ICT Ltd's defence of it.
22.3 The indemnity in clause 22.2 will not apply to any part of a Claim that results from or is connected with:
22.3.1 the Customer's use of the Service with equipment, software or another service not supplied by Coactive ICT Ltd;
22.3.2 any modification of the Service, other than by or on behalf of Coactive ICT Ltd;
22.3.3 any content, designs or specifications that have not been supplied by or on behalf of Coactive ICT Ltd; or
22.3.4 the Customer using the Service in a way not agreed in writing by Coactive ICT Ltd.

22.4 The Customer will indemnify Coactive ICT Ltd for Claims, losses, costs or liabilities brought against Coactive ICT Ltd that result from or are connected with:
22.4.1 the Customer's use of the Service with equipment, software or another service not supplied by Coactive ICT Ltd;
22.4.2 any modification of the Service, other than by or on behalf of Coactive ICT Ltd;
22.4.3 any content, designs or specifications that have not been supplied by or on behalf of Coactive ICT Ltd; or
22.4.4 the Customer using the Service in a way not permitted by the Contract.

22.5 If using the Service leads, or is likely (in Coactive ICT Ltd's reasonable opinion) to lead, to a Claim against the Customer as described in clause 22.2, Coactive ICT Ltd may (at its own expense):
22.5.1 procure the right to continue the Customer's use of the Service; or
22.5.2 modify or replace the relevant parts of the Service so that using the Service no longer infringes third party Intellectual Property Rights, provided performance of the relevant parts of the Service is not materially affected.

22.6 The indemnity in clause 22.2 and the actions in clause 22.5 are the Customer's only remedies for Claims that use of the Service infringes a third party's Intellectual Property Rights.

**23. General**

23.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

23.2 Failure or delay by Coactive ICT Ltd in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

23.3 Any waiver by Coactive ICT Ltd of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

**24. Anti-Bribery**

24.1 Each party will comply in all respects with the Bribery Act 2010 and other relevant Applicable Law, regulations and sanctions relating to anti-bribery and anti-corruption. Each party will maintain adequate procedures designed to prevent bribery and appropriate anti-bribery and corruption policies and procedures.

**25. Anti-slavery & Human Trafficking**
25.1 In performing its obligations under the Contract, each party shall:
(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015; and
(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales.

25.2 Each party represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

**26. Force Majeure**
26.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for two months, the party not affected may terminate the Contract in respect of the affected Service immediately by giving Notice to the affected party.

**27. Assignment & Other Dealings**
27.1 Coactive ICT Ltd may at any time, without the consent of the Customer, assign, novate, transfer, charge, sub-contract, delegate or otherwise dispose of any or all of its rights and/or obligations under this Agreement to:
a) any Affiliate;
b) any purchaser of all or part of its business, assets or goodwill;
c) any successor organisation arising from merger, acquisition, restructuring or corporate reorganisation;
d) any third party engaged to deliver all or part of the Services.
The Customer gives its advance consent to any assignment, transfer or novation permitted under this clause and agrees that it shall take effect upon written notice from the Provider and shall not give rise to any right of termination, cancellation, compensation or other remedy.
The Customer shall not assign, transfer, charge, subcontract, novate or otherwise deal with any of its rights or obligations under the Contract without the prior written consent of the Provider.

**28. Confidentiality**
28.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 28.2.
28.2 Each party may disclose the other party's confidential information:
(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract.
Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 28; and
(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**29. Entire Agreement**

29.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

29.2 The Customer acknowledges that it has not relied on, and shall have no remedies in respect of, any statement, promise, representation, assurance or warranty made or given (whether innocently or negligently) by or on behalf of Coactive ICT Ltd that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

29.3 Coactive ICT Ltd's employees or agents are not authorised to make any representations concerning the Services unless confirmed by Coactive ICT Ltd in writing. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

**30. Variation**

30.1 The provisions in this clause 30 are without prejudice to the respective rights of the parties (including Coactive ICT Ltd's rights to make changes to Services and/or Charges) as set out elsewhere in the Contract.

30.2 Coactive ICT Ltd may amend this Contract from time to time by giving Notice to the Customer.

30.3 The current version of these Terms may be requested by emailing info@cyb3rsolutions.com.

30.4 Non-regulated Services. For Services not subject to a mandatory statutory or regulatory pricing regime, the Provider may increase Charges by no more than fifteen per cent (15%) in any twelve-month period where reasonably necessary to reflect a material increase in the Provider's cost of supplying the affected Service, including increases imposed by a supplier, vendor, manufacturer, software publisher, carrier or wholesaler. The Provider shall give at least thirty (30) days' written notice identifying the affected Service and the revised Charge.

30.5 Regulated Services. Any increase to Charges for a regulated electronic communications Service shall be made only in accordance with Applicable Law and the requirements of the competent regulatory authority. Where required, the amount and timing of an in-contract increase shall be stated prominently in pounds and pence before the Customer is bound.

30.6 Unspecified detrimental changes. Where Applicable Law requires the Provider to notify a Customer of a contractual change and permit termination without penalty, the Provider shall give the required notice, explain the change and its effect, and permit the Customer to terminate the affected Service within the applicable notice period without Termination Charges. The right shall apply only to the affected Service unless Applicable Law requires otherwise.

30.7 Supplier pass-through. A supplier increase shall not automatically entitle the Provider to recover more than the actual or reasonably attributable increase in the cost of supplying the affected Service, except where the Order Form expressly provides otherwise.

30.8 No other variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**31. Waiver**

31.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

31.2 waive that or any other right or remedy; or

31.3 prevent or restrict the further exercise of that or any other right or remedy.

**32. Severance**

32.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**33. Notices**

33.1 Save where specified otherwise, any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be:
(a) delivered to the other party personally; or
(b) sent by prepaid post, recorded delivery or by commercial courier, at its registered office (where sent by the Customer) or the billing address set out in an Order (where sent by Coactive ICT Ltd); or
(c) sent by email to info@cyb3rsolutions.com (where sent by the Customer) or to the email address set out in the Order Form (where sent by Coactive ICT Ltd), or such other address or email address as a party may have specified to the other party in writing in accordance with this clause.

33.2 Any notice or other communication shall be deemed to have been duly received: (i) if delivered personally when left at such address; (ii) if sent by prepaid post or recorded delivery at 9.00 am on the second Business Day after posting; (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or (iv) if sent by email one Business Day after transmission.

33.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**34. Third Party Rights**
No one other than a party to the Contract shall have any right to enforce any of its terms.

**35. Counterparts**
The Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Contract but all the counterparts shall together constitute the same agreement.

**36. Governing Law & Jurisdiction**
The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**37. Settlement**
Where Coactive ICT Ltd agrees to settle any third-party cancellation charges, only the charges set out in the Solutions section of the Service Agreement will be paid by Coactive ICT Ltd. Any other third-party termination or other charges are specifically excluded from Coactive ICT Ltd's liability.