

GENERAL TERMS AND CONDITIONS OF BUSINESS

This document sets out the terms and conditions that apply to each Order by a Customer for the services of Connectivity, Telephony and Computing from Woo Woo Ltd trading as Fibre Force (registered company no: 05652346).

1 DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions (the "**Conditions**") the following words shall have the following meanings (unless the context otherwise requires):

"**Acceptable Use Policy**" means Fibre Force's relevant "**Acceptable Use Policies**" in respect of the Services which may be amended from time to time as published on Fibre Force's website.

"**Applicable Data Protection Law**" the General Data Protection Regulation (EU 2016/679) as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("**UK GDPR**"), the Data Protection Act 2018 together with any other UK legislation and/or regulations in force from time to time, relating to data protection, as the same may be updated or amended from time to time.

"**Charges**" means the Service Charge, the Usage Charges, One-Off Charges and any other charges as set out in the Contract.

"**Contract**" means, together, the Order Form, these Conditions, the Acceptable Use Policy, the SLA (if the Customer is located within the M25 London Orbital Motorway) and the relevant charges in the Price List.

"**Confidential Information**" means all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, Fibre Force Technology, Customer Technology, and the terms and conditions of this Contract.

"**Controller**" shall have the meaning as given in Applicable Data Protection Law.

"**Customer**" means any person to whom Fibre Force provides the Services as may be stated in an Order Form.

"**Customer Equipment**" means any Customer owned equipment which may be used for the purposes of Fibre Force providing its Services including, but not limited to the customer equipment specified in the Order Form.

"Customer Nominated Contact" means the Customer's nominee as stated in the Order Form who will be Fibre Force's point of contact for all matters relating to the Services.

"Customer Personal Data" has the meaning given in clause 12.3.

"Customer Services" means the Fibre Force team responsible for receiving calls from the Customer to log faults and respond to queries about the Services.

"Customer Technology" means Customer's proprietary technology, including Internet operations design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know how, trade secrets and any related intellectual property rights throughout the world (whether owned by Customer or licensed to Customer from a third party) and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed during the term of this Contract by Customer.

"Equipment" means the equipment installed or provided by Fibre Force and/or a third party supplier at the Site, which forms part of the Services (including but not limited to cabling, power supply, router and physical telecommunications connections). It does not include Purchased Equipment.

"Force Majeure" means any cause beyond the reasonable control of either Party including without limitation, any of the following:- construction of third party buildings, any third party construction (whether temporary or permanent), maintenance works, failure of the Internet (not resulting from the actions or inactions of Fibre Force), inability to obtain essential power, act of God, war, insurrection, riot, civil disturbance, acts of terrorism, fire, explosion, flood, storm, pandemic theft, malicious damage, interference of any kind (including frequency interference), strike, lock-out or other industrial dispute (whether involving the workforce of Fibre Force or any other party), third party injunction, national defence requirements, acts or regulations of national or local governments.

"Installation" means the physical work required to deliver the Service including (without limitation) installing the Equipment at the Site.

"Installation Date" means the date on which Fibre Force or a third party supplier performs the Installation.

"Fibre Force" means Woo Woo Ltd trading as Fibre Force (registration no. 05652346) whose registered and trading office is at s are both at The Clock House, Station Approach, Marlow, Buckinghamshire, United Kingdom, SL7 1NT.

"Fibre Force Network" means Fibre Force's telecommunications network.

"Fibre Force Technology" means Fibre Force proprietary technology, including Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface

designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Fibre Force or licensed to Fibre Force from a third party) and also including any derivatives, improvements, enhancements or extensions of Fibre Force Technology conceived, reduced to practice, or developed during the term of this Contract by either party that are not uniquely applicable to Customer or that have general applicability in the art.

"Fibre Force Website" means the website located at URL <https://www.fibreforce.co.uk> or such other website or URL as Fibre Force may notify the Customer from time to time.

"M25 London Orbital Motorway" means the geographical area within the M25 London Orbital Motorway.

"Minimum Term" means the Minimum Term specified in the Order Form starting from the Ready for Service Date or, if more than one service is being provisioned (for example a wireless and fibre service or other service), starting from the most recent Ready for Service Date, or if no such period is specified, the first 12 (twelve) months starting from the Ready for Service Date, or if there is no Installation, the Minimum Term specified in the Order Form from the date of the Customer's signature to the Order Form.

"One-Off Charges" means any charges in respect of site visits, Installation, Site installation, the upkeep, depreciation and/or amortisation of the Equipment supplied to the Customer, support, configuration and de-installation.

"Order" means the Order Form to be completed by the Customer for services and is the Original Order or the Revised Order, as applicable.

"Order Form" means the completed Order Form or the Revised Order Form signed by the Customer and Fibre Force in respect of the Services.

"Personal Data" shall have the meaning as given in Applicable Data Protection Law.

"Personal Data Breach" shall have the meaning as given in Applicable Data Protection Law.

"Price List" means the list of Fibre Force's charges that apply to the Services as amended and updated from time to time. Charges are all exclusive of value added taxes.

"Processor" shall have the meaning as given in Applicable Data Protection Law.

"process/processed/processing" shall have the meaning as given in Applicable Data Protection Law.

"Professional Service" means any professional or consulting service provided by Fibre Force to Customer as more fully described in a Statement of Works.

"Purchased Equipment" means equipment purchased by the Customer pursuant to a separate agreement with Fibre Force and/or a third-party supplier.

"Ready for Service Date" means the date on which Customer Services hand over the Services to the Customer for use by the customer. Billing commences from this date, and this date would normally be the date on which the Customer signs the Installation sign-off document, or the date Fibre Force advises the Customer in writing that the Service is ready for use.

"Revised Order Form" means an update of the Order Form signed by the Customer and Fibre Force for additional costs in respect of the Services following inspection of the Site.

"Services" means any services supplied by Fibre Force to the Customer as set out in the Order Form, or any installation and survey services provided prior to entering into an Order Form.

"Service Charge" means the standing charge (normally monthly in advance) in respect of the Services.

"Site" means a Customer location at which Fibre Force agrees to provide the Services as stated in the Order Form.

"Site Survey" means an inspection of the Site carried out by Fibre Force prior to installation to verify that Services may be delivered to the Site and to confirm any additional requirements for that Site.

"SLA" means the relevant **"Service Level Agreement"**, specifying standards to which the Services will be delivered, which may be amended from time to time as published on Fibre Force's website.

"Term" means the term of the Contract between the parties as set out in the Order Form.

"Usage Charges" means any charges in respect of the Customer's use of the Services where those services are measured for the quantum of their use in a period such as voice calls and volumes of data backed up, and Burst internet bandwidth usage in excess of the committed data rate measured using the 95th percentile method.

"Working Hours" means the hours between 08.00 and 18.00 on a Working Day.

2 SERVICES

2.1 In consideration of the payment by the Customer to Fibre Force of the Charges, Fibre Force shall provide the following Services to the Customer in accordance with and subject to the terms and conditions of the Contract and in accordance with the SLA:

2.1.1 the provision and installation of the Equipment and Services in accordance with clause 3;

- 2.1.2 the provision of the Services from the Ready for Service Date.
- 2.2 Fibre Force warrants that the Services will be provided with reasonable care and skill and in accordance with good industry practice and the SLA.
- 2.3 Fibre Force expressly excludes any warranty or undertaking (express or implied) subject to the terms and conditions of the Contract and in accordance with the SLA, that:
 - 2.3.1 the Services or Equipment (or any software provided to Customer as part of the Services) will interoperate successfully with any third party software or device employed by the Customer;
 - 2.3.2 the Customer will be able to access or use the Services at times or locations of its choosing, or that there will be sufficient capacity for the Services as a whole, for any specific product or service or in any specific geographical area. Due to the nature of the Services, Fibre Force depends upon third parties over which it may have no control for the delivery of the Services (for example, delivery of emails to internet addresses); and
 - 2.3.3 any software or content available through the Services and that originates from the Internet will be free from any virus, malware, spyware, worm, Trojan horse or other program or device that is apparently intended to access and modify, delete or damage data file(s) or computer program(s).
- 2.4 Without prejudice to the specific disclaimers set out in clause 2.3 above and save as expressly set out in this Contract and the SLA, Fibre Force makes no warranty or representation in relation to the Services or the Equipment (or any software provided as part thereof) and hereby excludes all warranties, representations and guarantees relating thereto which may be implied by statute, common law, course of dealing or otherwise to the fullest extent permitted by law.
- 2.5 IP Addresses and Domain names: In the event that Fibre Force licenses to the Customer an IP address as part of the provision of Services, such IP address shall (upon the request of Fibre Force and to the extent permitted by law) revert to Fibre Force after termination of the Contract for any reason whatsoever, and the Customer shall cease thereafter to use such address in any way whatsoever. At any time after such termination, Fibre Force may re-assign such address to another user.

3 INSTALLATION AND SURVEYS

- 3.1 Fibre Force shall, either a) after the Contract has been entered into and prior to the Installation Date, or b) after the Customer has made an enquiry and Fibre Force has agreed to undertake a Site Survey confirm in writing as far as is reasonably possible:
 - 3.1.1 the Services to be provided or proposed to be provided;

- 3.1.2 that the Services are available and may be provided at the Site (subject to the results of the Site Survey) and how and whether provided through a third party supplier;
 - 3.1.3 the date of the proposed Site Survey;
 - 3.1.4 whether access to any third party property will be required to install the Equipment at the Site;
 - 3.1.5 that, following an inspection of the Site, the Equipment can physically be deployed to the required standard and presented in a manner approved by the Customer (such approval not to be unreasonably withheld or delayed).
- 3.2 The Site Survey will be carried out by Fibre Force or its agent on the agreed date. The Customer agrees that Fibre Force or its agent will be provided with access to the Site and that a member of staff with knowledge of the building and Site will be available to answer any queries Fibre Force's staff may have. The Site Survey will identify whether the Services can be delivered to the Site and whether any wayleaves or third-party consents are required. In the event that Fibre Force or its agents attend the Site and are unable to carry out the Site Survey (e.g., because access is not granted or the building manager has not been informed) then the Customer agrees to pay a fixed Site Survey fee of £500 plus VAT.
- 3.3 In the event Consents are required by the Customer, then prior to the Installation Date, Fibre Force will provide documentation including copies of photographs, diagrams, technical descriptions and official documents in order to facilitate the Customer acquiring planning consents and wayleaves, including any licences and/or consents required from Customer's landlord or any other third party to install the Equipment at the Site (each a "**Consent**"). Fibre Force makes no warranties that the documentation provided will be sufficient to obtain the Consents and notwithstanding any assistance that Fibre Force may provide to the Customer, the Customer shall remain solely responsible for obtaining the Consents.
- 3.4 If the Customer requests a Site Survey or any other Services prior to signing an Order Form then these Conditions will apply to any such Services whether or not an Order Form has been signed or Contract entered into and the Customer will be liable to pay for the Site Survey and any other services provided if the Contract for the provision of telecommunications services is not entered into with Fibre Force.
- 3.5 In respect to wayleaves that may be required by the Customer's Landlord, Fibre Force requests, as a cost and time saving measure, that the Customer encourage their Landlord to use the Fibre Force wayleave. The Customer should note that a Landlord is generally not entitled to unreasonably refuse to grant consent pursuant to section 134 of the Communications Act 2003.
- 3.6 The Customer shall use its best endeavours to obtain all necessary Consents and wayleaves.
- 3.7 Prior to the Installation Date, the Customer shall confirm in writing:

- 3.7.1 that the Customer has obtained the necessary Consents where required from third parties if Fibre Force and/or a third-party supplier of fibre has to cross their land or place Equipment on their premises;
- 3.7.2 that the Customer has obtained all necessary planning Consents where that planning consent is necessary;
- 3.7.3 In respect to Wireless and Fibre Services, that the Customer consents to Fibre Force and/or a third party fibre supplier installing the Equipment including, without limitation, mounting any Equipment necessary to receive the Service on the exterior of the Site (and Fibre Force's agents shall, where this does not interfere with provision of the Service, mount such Equipment in such a manner to minimise visual impact and physical restoration and in accordance with any instructions from the Consents); and
- 3.7.4 that the Customer accepts responsibility for all subsequent issues related to property arising from the installation and continued operation of the Equipment but excluding any damage that is proven to be due to the negligence of Fibre Force, its employees, or subcontractors or a third party.

The Customer is not entitled to terminate the Contract after entering into the Contract but before commencement of the telecommunications Services unless;

- 3.7.5 Fibre Force has confirmed to the Customer that it is unable to provide the Services; or
 - 3.7.6 The Customer is unable to obtain a necessary Consent (in accordance with clause 3.8).
- 3.8 A Customer is **only** entitled to terminate the Contract due to failure to obtain a Consent if:
- 3.8.1 The relevant Consent is a legal obligation (and the Customer agrees to provide evidence of such obligation if requested by Fibre Force); and
 - 3.8.2 The Customer has used all reasonable endeavours to obtain the Consent (including seeking the assistance of Fibre Force); and
 - 3.8.3 in the case of Consent required to be given by a Landlord, the Landlord has reasonably withheld Consent in accordance with section 134 of the Communications Act 2003; or
 - 3.8.4 the applicable fees and charges for the relevant Consent at a given Site exceed £2,000 excluding VAT (subject to clause 3.9).
- 3.9 If the reasonable fees and charges for any necessary Consents at a single Site exceed £2,000 excluding VAT, then the Customer shall be entitled to terminate the Contract. Before the Customer is entitled to terminate the Contract, the Customer shall notify Fibre Force of the relevant Consents required and the applicable costs. Fibre Force shall then have a period of 28 (twenty eight) days to offer to discharge the surplus of any applicable costs over £2,000. In the

event that Fibre Force offers to discharge such surplus costs, the Customer shall not be entitled to terminate the Contract.

- 3.10 In the event of termination of the Contract due to a failure to obtain a Consent then the Customer shall reimburse Fibre Force the cost of the Site Survey and any other costs incurred and/or committed to by Fibre Force but shall be under no further obligation to pay any other charges. In the event of termination due to the inability of Fibre Force to provide the Services, no further fees or charges will be due.
- 3.11 In the event that any additional services are provided by Fibre Force to the Customer after the initial Site Survey but before commencement of telecommunications Services then the Customer agrees to reimburse Fibre Force the cost of such additional services.
- 3.12 The Customer shall be entitled to change the date of a Site Survey or an Installation Date once by notifying Fibre Force not less than five (5) days before the original date. If the Customer wishes to change the date of a Site Survey or Installation Date more than once, or if the Customer wishes to change the date of a Site Survey or Installation Date less than 5 (five) days before the original date, then the Customer agrees to pay a cancellation fee of £500 plus VAT (in addition to any applicable fees for the Installation or the Site Survey if such fees become due).
- 3.13 If the Charges and/or the Services (or any part of them) require amendment following a Site Survey (whether performed by Fibre Force or a third party supplier), Fibre Force shall issue to the Customer a Revised Order Form detailing the additional charges and/or amended Service specifications. If the Customer does not sign and return the Revised Order Form to Fibre Force within a period of 5 (five) Working Days of issue of the Revised Order Form, Fibre Force shall be under no obligation to provide the Services detailed in either the original Order Form or the Revised Order Form. The Customer shall promptly pay for the cost of the Site Survey and any other costs incurred and/or committed to by Fibre Force but shall be under no further obligation to pay any other charges.
- 3.14 Fibre Force shall comply with such reasonable safety and security requirements in relation to the Site as notified to Fibre Force by the Customer in writing at least 3 (three) days prior to Fibre Force's attendance at the Site.

4 INSTALLATION

- 4.1 Following the satisfaction of the conditions precedent set out in clauses 3.1, 3.2 and 3.3, Fibre Force shall or shall procure that a third party shall:
- 4.1.1 install the Equipment at the Site; and
- 4.1.2 carry out an activation and quality check of the Services at the Site;
- at such time as shall be mutually agreed between the Customer and Fibre Force.

- 4.2 The Customer shall be responsible for clearing and preparing the Site in readiness for the installation of the Equipment, including providing connections to stable electrical power and the Customer shall, at its own expense, comply with Fibre Force's reasonable instructions regarding preparation of the Site for delivery and installation of the Equipment.
- 4.3 Installation shall be deemed completed when Fibre Force notifies the Customer that Installation has been successfully completed and that the connection is ready for use.
- 4.4 Fibre Force undertakes to take all reasonable care to minimise the impact of the Installation. However, following Installation of the Equipment, the Customer will be responsible for putting back any items moved and any redecoration which may be required, save that where any redecoration is required that is attributable to a failure by Fibre Force to take all reasonable care in carrying out the Installation of Equipment, the reasonable costs of such redecoration shall be for Fibre Force subject always to the limitations contained in clause 9.2.
- 4.5 Fibre Force cannot provide the Services requested because:
- 4.5.1 the location of the Site will not support the required SLA; and/or
 - 4.5.2 the installation and/or checks cannot be successfully completed
- Fibre Force will notify the Customer as soon as possible, which will normally be prior to completion of the inspection of the Site as referred to in clause 3.1.5.
- 4.6 If a different level of Services can be provided, the parties shall discuss whether to adjust the SLA requirement for some or all of the Sites.
- 4.7 The Service will be provided and charged for from the Ready for Service Date. Fibre Force will notify the Customer by way of a formal handover notice within 1 (one) Working Day of the Ready for Service Date. The Ready for Service Date will be the date on which all of the following activities have been completed:
- 4.7.1 the Equipment has been installed and tested;
 - 4.7.2 the Equipment has been configured and functional testing has been completed;
 - 4.7.3 in the case of a third party installation at the Customer Site, the Customer is advised that the Service is ready for use. In this case, the Customer has the right to reject the Service as being ready for use by notice in writing or by email within 5 (five) Working Days of the Ready for Service Date. If the Customer (a) does not reject the Service as being ready for use within that time; or (b) uses the Service other than for testing purposes, the Service will be deemed accepted.

5 CUSTOMER OBLIGATIONS

- 5.1 During the Term, the Customer shall, in addition to the obligations set out elsewhere in the Contract, make reasonable and timely endeavours to:
- 5.1.1 Act in good faith towards Fibre Force;
 - 5.1.2 Continue working in good faith to obtain the Consents;
 - 5.1.3 Comply with the Customer's obligations under the Contract, including (without limitation) in respect of use of the Equipment (clause 6);
 - 5.1.4 Only use the Services and the Equipment in accordance with the Acceptable Use Policy and Fibre Force's instructions and those of its officers, employees, agents or representatives;
 - 5.1.5 Provide Fibre Force with such assistance, information and facilities as Fibre Force may reasonably request to enable it to perform its obligations under this Contract, including but not limited to providing access to the Site and procuring any necessary access to any third party premises where required;
 - 5.1.6 In respect to Wireless and Fibre services, supply on an ongoing basis, all space, power supply access points, cables, trunking, electricity and air-conditioning as are required to receive the Services at the Site;
 - 5.1.7 Respond to all requests for approval and within any deadline reasonably stipulated by Fibre Force. Fibre Force shall be entitled to rely upon any act, decision or approval of the Customer Nominated Contact and the Customer shall be bound by any such act, decision or approval of the Customer Nominated Contact;
 - 5.1.8 Keep to appointments to site survey or install or any site visit as may be require, which are confirmed by Fibre Force with the Customer 48 (forty eight) hours before the appointment Date. In the event that the Customer subsequently cancels or does not keep the appointment, Fibre Force reserves the right to charge in accordance with the Price List;
 - 5.1.9 Respond to all requests by Fibre Force in respect of resolving any reported fault. In the event that the Customer Nominated Contact is not available, Fibre Force shall rely on the Customer delegating an appropriate alternate contact to work with Fibre Force in resolving the fault;
 - 5.1.10 Inform Fibre Force if any Customer information set out in the Order Form changes;
 - 5.1.11 Extend the timelines applicable to the performance of the Services as stated in the SLA by an equivalent period where the Customer fails to comply with clauses in 5.1 above and this impacts upon the Services and Fibre Force's ability to meet the Installation Date or any other timelines agreed between the parties;

- 5.1.12 Comply with all other reasonable requests of Fibre Force and ensure that its own employees, agents and sub-contractors comply with the obligations of the Customer as set out in this Contract;
 - 5.1.13 procure that its third-party suppliers co-operate and act reasonably with Fibre Force to enable Fibre Force to perform its obligations under the Contract; and
 - 5.1.14 collaborate with Fibre Force and all third-party suppliers to enable Fibre Force to perform its obligations under the Contract.
- 5.2 The Customer shall not, without the prior written consent (which may be set out in a separate master services agreement entered into by resellers) of Fibre Force (which may be withheld in its sole discretion), resell the Services to any third parties, or connect Equipment directly to anything other than the Fibre Force network, equipment and facilities.
- 5.3 Without prejudice to any other rights or remedies of Fibre Force, in the event that the Customer delays or fails to perform any of its obligations under this Contract and such delay or failure results in Fibre Force being unable to satisfy Fibre Force's obligations under this Contract then:
- 5.3.1 Fibre Force shall not be liable to the Customer in respect of Fibre Force's subsequent failure to perform its obligations; and
 - 5.3.2 the Customer shall reimburse Fibre Force for any additional charges associated with cancellation and/or delay of works, rework and replanning and any other costs incurred by Fibre Force as a result of the Customers delay or failure (together with a reasonable proportion of profit to be applied to such costs).
- 5.4 The Customer shall indemnify and hold harmless Fibre Force from and against any and all liability, costs (including legal costs), claims, expenses, actions, proceedings or damages incurred or suffered by Fibre Force or any of its employees, agents or contractors as a result of any breach or alleged breach of the Customer's warranties, obligations and undertakings. The liability of the Customer under this clause shall be limited to the amount that would have been payable, by the Customer to Fibre Force, under the Minimum Term.
- 5.5 If content or software is provided as part of the Service, the Customer agrees to comply with the terms of use for the content or software.
- 5.6 To the extent that the Customer has resold the Services, the Customer shall indemnify Fibre Force from and against any and all liability, costs (including legal costs), claims, expenses, actions, proceedings or damages incurred or suffered by Fibre Force or any of its employees, agents or contractors as a result of or relating to any claims from a third party in respect of the Services received (or not received as appropriate) by such third party.

6 EQUIPMENT

- 6.1 The Equipment is and shall remain at all times the property of Fibre Force or its relevant third party supplier notwithstanding that the Equipment has become incorporated in or affixed to the Site or otherwise and the Customer shall have no right, title to nor interest in the Equipment, and shall possess the Equipment as bailee only unless otherwise expressly agreed in writing such that the ownership in the Equipment is transferred to the Customer.
- 6.2 Fibre Force has the right to recover any and all Equipment at any time including, without limitation, in the event that the Services are suspended or the Contract is terminated.
- 6.3 The Customer shall ensure that any landlord to the Customer waives any rights they may otherwise enjoy over the Equipment.
- 6.4 In the event that:
- 6.4.1 the Equipment fails, unless due to the default or negligence of Customer or its agents, Fibre Force will correct the problem at its own cost;
 - 6.4.2 the Equipment fails due to the default or negligence of Customer or its agents, Fibre Force will correct any such failure and charge the Customer for the work done in accordance with the Price List;
 - 6.4.3 the cabling between Equipment fails, Fibre Force will correct any such failure and charge the Customer for the work done in accordance with the Price List, unless the failure is due to insufficient specification of the cable, in which case Fibre Force will correct the problem at its own cost.
- 6.5 The Customer shall promptly notify Fibre Force in the event that any part of the Equipment fails, is stolen or damaged. The Customer shall be responsible for, and shall indemnify Fibre Force for all costs in connection with, any loss of or damage to the Equipment howsoever caused, save for any such loss or damage caused by the negligence of Fibre Force, or directly by an Act of God.
- 6.6 Any costs incurred by Fibre Force in investigating alleged faults or failures of the Equipment notified by the Customer which are later found not to exist shall be charged to the Customer in accordance with the current standard Price List.
- 6.7 The Customer shall:
- 6.7.1 Take reasonable care of the Equipment. If the Customer fails to prevent damage to the Equipment, the Customer shall be held solely responsible for the costs of repair or replacement save for any such loss or damage caused by the negligence of Fibre Force;
 - 6.7.2 Not tamper, interfere with, alter, damage, obscure (so as to prevent normal operation or access) or attempt to repair the Equipment or request that a third party do so without Fibre Force's prior written consent, nor remove the Equipment from the Site.

- 6.8 If the Customer connects alternative or additional equipment to the Fibre Force Network other than by the specified connection, then:
- 6.8.1 Fibre Force shall not be responsible for and shall have no liability to the Customer for any detriment to the Services that may occur as a result of connecting such equipment;
 - 6.8.2 Such alternative equipment must be technically compatible with the Services and not cause harm to the Fibre Force Network or any other customer's equipment;
 - 6.8.3 Such alternative equipment must at all times follow Fibre Force recommendations and not breach any standards or laws in force; and

The Customer must immediately and permanently disconnect the alternative or additional equipment if instructed to do so by Fibre Force.

- 6.9 Where the Customer has purchased equipment through Fibre Force ("**Purchased Equipment**"), the Customer shall acquire title to the Purchased Equipment upon full payment of the purchase price. Notwithstanding the foregoing, Fibre Force and any licensor of rights to Fibre Force shall retain title to and rights in the intellectual property (whether or not subject to patent or copyright) and content contained in the materials supplied under the terms of this Contract.
- 6.10 Customer acknowledges that it has selected the Purchased Equipment and disclaims any statements made by Fibre Force.
- 6.11 Customer acknowledges and agrees that use and possession of the Purchased Equipment by Customer shall be subject to and controlled by the terms of any manufacturer's or, if appropriate, the relevant supplier's warranty, and Customer agrees to look solely to the manufacturer or the relevant supplier with respect to all mechanical, service and other claims; and the right to enforce all warranties made by said manufacturer are hereby, to the extent Fibre Force has the right, assigned by Fibre Force to the Customer.
- 6.12 For the avoidance of doubt, where Customer Equipment is used in relation to the Service, Fibre Force's obligations in relation to the provision of the Services shall include only up the end of Fibre Force's cable and where any failure is due to the Customer Equipment Fibre Force will correct any such failure and charge the Customer for the work done in accordance with the Price List and the Customer shall allow Fibre Force access to the Customer Equipment. Where Fibre Force are asked to fix a fault due to the failure of Customer Equipment, the SLAs will not apply.

7 CHARGES

- 7.1 The Customer shall pay to Fibre Force the Charges as may apply from time to time including (without limitation) in connection with the Installation of the Equipment and provision of the Services.

- 7.2 The Charges will be calculated in accordance with the Order Form and any applicable offers available or made available to the Customer or the Price list. Where third party services are being supplied, Fibre Force will normally invoice the Customer for all installation charges at the beginning of the month following notification to the Customer of acceptance of the order and of any additional costs by the third party supplier where the Customer has not objected to the additional costs within 5 (five) days. In the event that the service does not reach the Ready for Service Date for a technical or physical reason or lack of permissions by the Landlord, then Fibre Force will issue a credit note against any earlier invoice for installation charges. Fibre Force will begin charging the Service Charge from the Ready for Service Date.
- 7.3 Subject to clause 7.4, Fibre Force shall invoice monthly for:
- 7.3.1 On the first month, pro rata for the initial period prior to the beginning of that month; and in advance for 1 – 3 (one to three) months as specified on the Order Form;
 - 7.3.2 On the second and subsequent months the Service Charge in advance for the following month;
 - 7.3.3 Usage Charges measured for the last month in arrears;
 - 7.3.4 One-off Charges.
- 7.4 In the event that:-
- 7.4.1 The Services to be provided are of duration of 3 (three) months or less, then the Customer is required to pay in advance, before the provision of the Services, the total forecast Charges to be invoiced for the Services including the VAT thereon. Fibre Force may retain the advance payment to the extent that payment has not otherwise been received for the Services,
 - 7.4.2 Fibre Force shall or is likely to incur significant cost in providing the Services or if Fibre Force otherwise requires, it may request that the Customer pay a deposit as guarantee of payment in relation to future Charges. Fibre Force may retain the deposit, to the extent that payment has not otherwise been received for the Services, or if the Equipment has been lost or damaged. Notwithstanding the foregoing, Fibre Force acknowledges and agrees that the Customer shall not be required to pay a deposit unless it has agreed to the same in the applicable Order Form.
 - 7.4.3 Fibre Force incur additional cost because of any delay or failure by the Customer to perform the Customer's obligations or responsibilities under the Order Form, Fibre Force is entitled to be compensated by the Customer for such additional costs.
 - 7.4.4 Logged faults are ultimately diagnosed as being the responsibility of the Customer, or caused by the Customer breaching any of their obligations or failing to perform their responsibilities; Fibre Force is entitled to charge the Customer for the additional costs including any repair costs.

- 7.4.5 Where Site visits in respect of installations and fault repairs are aborted by the Customer, Fibre Force is entitled to charge the Customer for additional costs.
- 7.5 The Customer shall pay the invoice together with any VAT due thereon, within 14 (fourteen) days of the date of the relevant invoice.
- 7.6 The Customer agrees and acknowledges that payments for Services shall be made in pound sterling (£) (GBP).
- 7.7 The Parties agree and acknowledge that interest shall be payable by the Customer on overdue amounts under the Late Payment of Commercial Debt (Interest) Act 1998.
- 7.8 Where any sums are outstanding, Fibre Force shall be entitled to:
- 7.8.1 suspend provision of the Services if payment is not made within 7 (seven) days of notice requiring the Customer to pay; and/or
 - 7.8.2 charge interest on all overdue payments in accordance with clause 7.7, whether before or after judgment, calculated on a daily basis, and without prejudice to any of its other rights contained in this Contract or to any existing claim; and/or
 - 7.8.3 Recover any reasonable and properly incurred legal costs incurred by Fibre Force to recover overdue payments under these Conditions.
- 7.9 Fibre Force reserves the right to revise the Charges (or part thereof) upwards or downwards in response to market conditions, legal or regulatory changes, third party supplier increases and/or service related changes subject to written notification to the Customer, including by way of a notice in Customer's invoice.
- 7.10 A notice of decrease in Charges will take immediate effect.
- 7.11 Subject to the remainder of this clause 7, a notice of increase in Charges will take effect no sooner than 15 (fifteen) days after the date of the notification except that where the Customer does not agree with the increase, the Customer shall have 10 (ten) days from the date of the notice of increase within which:
- 7.11.1 to seek an explanation of the increase and,
 - 7.11.2 if not satisfied with the explanation to give notice to Fibre Force in writing of termination of the affected Services.
 - a. Upon expiry of the 10 (ten) day period, if the Customer has not served notice of termination of the affected Services, the Customer shall be deemed to have accepted the relevant increase in Charges.
 - b. Where Customer has given a valid notice of termination in accordance with the terms of 8.3, the relevant increase in Charges shall only take effect in relation to the

Customer 30 (thirty) days after the date of issue by the Customer of Customer's notice of termination.

8 TERM AND TERMINATION

8.1 This Contract shall commence on the date that the Order Form is signed by Fibre Force and, subject to earlier termination, shall continue for the Minimum Term and thereafter unless either party gives to the other at least 3 (three) calendar months' written notice to terminate, such notice not to expire before the end of the Minimum Term. In the event that the Service agreed is for a short duration with a Minimum Term of less than 12 (twelve) months, then the 3 (three) calendar months is replaced by 1 (one) calendar month.

8.2 Fibre Force may, at its discretion, suspend the Services and/or terminate the Contract without liability for such termination:

8.2.1 immediately in the event that:

- (i) the Customer is in material or persistent breach of any of its obligations under this Contract and fails to remedy such breach (if capable of remedy) within 28 (twenty eight) days after notice in writing to the Customer from Fibre Force; or
- (ii) Fibre Force has sufficient reason to believe that the Customer is using the Services in breach of clause 5.1.3 and the Customer fails to remedy such breach within 28 (twenty eight) days after notice in writing to the Customer from Fibre Force;
- (iii) The Customer's Landlord requires the removal of Equipment under the terms of a wayleave agreement (provided that the Landlord has legal the right to do so);

8.2.2 The Customer's Landlord requires the removal of any equipment at the Customer's Site which is necessary for the provision of the Services (provided that the Landlord has the legal right to do so).immediately by notice to the Customer if:

- (i) the Customer enters into any composition or arrangement with its creditors generally or is unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986; or
- (ii) an encumbrancer lawfully takes possession or an administrative receiver is validly appointed over the whole or any part of the undertaking, property or assets of the Customer; or
- (iii) an order is made, a resolution is passed or a notice is issued concerning a meeting for the purpose of passing a resolution or any analogous proceedings are taken for the appointment of an administrator of or the winding up of the Customer; or

- (iv) Fibre Force is required by law or any relevant authority to cease providing the relevant Services.
- 8.3 The Customer may terminate the Contract on written notice to Fibre Force in the event that Fibre Force is in material or persistent breach of any of its obligations under this Contract and fails to remedy such breach (if capable of remedy) within 28 (twenty eight) days after notice in writing from Customer.
- 8.4 In the event that the Customer and Fibre Force agree terms for the renewal of the Contract on varied terms for any period after the expiry of the Minimum Term then the revised terms will apply at the end of the Minimum Term and will not be back-dated to any earlier date. In the event that the Customer and Fibre Force agree terms for the variation of the Contract which is outside of the Minimum Term any such variations shall apply from the end of the notice period as set out in clause 8.1.
- 8.5 Termination of this Contract for any reason whatsoever shall be without prejudice to any rights and remedies of the parties accrued prior to such termination.
- 8.6 In the event of termination for whatever reason, Fibre Force may enter the Site to remove the Equipment at a mutually agreed time during Working Hours (not to be unreasonably refused or delayed). Fibre Force shall comply with the Customer's reasonable instructions, rules and policies relating to attendance at its office, including those that relate to health and safety, building and staff security, the security, integrity and appropriate use of any information technology systems and protection of assets.
- 8.7 In the event that Fibre Force terminates the Contract pursuant to clause 8.2, or the Customer terminates a Service without giving notice in compliance with the terms of clause 8.1, then, without prejudice to any other right or remedy to which it is entitled by law, Fibre Force shall be entitled to charge Customer (a) the balance of any unpaid Charges up to the date of effective termination; together with (b) the full balance of the unpaid Service Charges for the terminated Service due up until the end of the Minimum Term. The Customer shall make the Equipment available for collection by Fibre Force at any time during Working Hours. To the extent that the Equipment is unavailable for collection by Fibre Force when it arrives at the Site, then Fibre Force shall additionally be entitled to charge the Customer for its subsequent out of pocket costs of recovering such Equipment.
- 8.8 In the event that the Customer terminates the Contract without giving notice in compliance with the terms of clause 8.1 and there has been no Installation, then Fibre Force shall be entitled to charge the Customer the full balance of the unpaid Service Charges for the terminated Service due up until the end of the Minimum Term. Where the Service or a part of the Service is ordered from and provided by a third party supplier, in the event that the Customer terminates the Contract without giving notice in compliance with the terms of clause 8.1 and there has been no Installation, or there has been a significant modification (for example a change of the Site) Fibre Force shall be entitled, without prejudice to any other right or remedy to which it is entitled by

law, to charge the Customer the charges for Installation that Fibre Force has incurred and/or committed to with a 15% uplift to cover related administration costs of Fibre Force.

9 LIABILITY

9.1 Nothing in this Contract shall limit:

9.1.1 either party's liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation;

9.1.2 Subject to clause 9.1.1, the Customer's liability in relation to the indemnity in clause 5.6.

9.2 Subject to clause 9.1, Fibre Force limits its liability under this Contract, whether such liability arises in contract, tort (including without limitation negligence), under any indemnity or otherwise, as follows:

9.2.1 for damage to or loss of physical property of the Customer shall be limited to £100,000 for each claim or series of related claims and shall not in aggregate exceed £1 million;

9.2.2 except for liabilities under 9.2.1 above, the maximum liability of Fibre Force for all claims under this Contract shall be limited to the lower of (a) the aggregate of the Charges paid or payable in each 12 (twelve) month-period (calculated from the Commencement Date); or (b) £100,000; and

9.2.3 Fibre Force shall not be liable for loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings, loss of data or loss of use of data, or consequential, special or indirect loss or damage, howsoever caused and whether or not Fibre Force was warned of the possibility.

9.3 Fibre Force does not endorse/warrant any goods or services offered through the Services by a third party and does not monitor any transaction between the Customer and such a third party.

9.4 The Services allow access to the Internet. The Internet is separate from the Services and use of the Internet is at the Customer's own risk. Fibre Force has no responsibility for any goods, services, information, software, or other materials the Customer obtains when using the Internet (including email). The Customer is responsible for ensuring any computer is adequately protected against viruses, vulnerabilities and malicious code.

9.5 Fibre Force does not and cannot control the flow of data to or from Fibre Force's network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the internet.

9.6 Although Fibre Force will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Fibre Force cannot guarantee that such events will

not occur. Accordingly, Fibre Force disclaims any and all liability resulting from or related to such events.

10 FORCE MAJEURE

10.1 If either Party is prevented or delayed in the performance of any of its obligations under this Contract by Force Majeure, that party shall have no liability in respect of the performance of its obligations if they are prevented by the Force Majeure events. In the event of:

10.1.1 Fibre Force being prevented from supplying the Service by a refusal or delay by a third party to supply services, equipment or rights, and where there is no alternative service available at reasonable cost; or

10.1.2 Fibre Force being prevented by restrictions of a legal or regulatory nature from supplying the Service.

Fibre Force will have no liability to the Customer for failure to supply the Service. Fibre Force will make reasonable endeavours to provide prompt written notice to the Customer should any of the aforementioned events occur.

10.2 If any of the events detailed in clauses 10.1.1 and 10.1.2 continue for more than 30 (thirty) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party save that:

10.2.1 for any period during which Fibre Force is or was unable to provide the Services or continue with any of its other obligations under this Contract, Fibre Force shall reimburse the Customer with the pro-rata amount of such Charges or fees the Customer has paid to the Customer for that period; and

10.2.2 The Customer shall not be liable to Fibre Force to pay any fees or Charges for any period during which Fibre Force is unable to provide the Service or is otherwise prevented or delayed in the performance of any of its obligations under this Contract.

10.3 For the avoidance of doubt clause 10.3 shall not apply to any charges rendered pursuant to clause 3.

11 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS

11.1 Confidential Information.

11.1.1 Each party acknowledges that it will have access to certain Confidential Information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Contract, nor

disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will make reasonable efforts to protect the confidentiality of such information.

11.1.2 Information will not be deemed Confidential Information if such information:

- (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;
- (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;
- (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Contract by the receiving party; or is independently developed by the receiving party.

11.1.3 The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

11.1.4 Each party shall return all Confidential Information of the other party in its possession within 30 (thirty) days of Termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

11.1.5 Each party shall ensure that any digital copies of Confidential Information on hard discs or other storage means are permanently deleted.

11.2 Intellectual Property.

11.2.1 These terms do not transfer from Fibre Force to Customer any Fibre Force Technology, and all right, title and interest in and to Fibre Force Technology will remain solely with Fibre Force. These terms do not transfer from Customer to Fibre Force any Customer Technology, and all right, title and interest in and to Customer Technology will remain solely with Customer. Fibre Force and Customer each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.

11.2.2 Notwithstanding anything to the contrary in this Contract, Fibre Force will not be prohibited or enjoined at any time by Customer from utilising any skills or knowledge of a general nature acquired during the course of providing the Services, including, without

limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Fibre Force.

11.3 License Grants.

11.3.1 Fibre Force grants to Customer a nonexclusive, royalty free license, during the term of the Services, to use the Fibre Force Technology solely for purposes of using the Service(s). Customer shall have no right to use the Fibre Force Technology for any purpose other than using the Service(s).

11.3.2 Customer agrees that if, in the course of performing the Service(s), it is necessary for Fibre Force to access Customer Equipment and use Customer Technology, Fibre Force is hereby granted and shall have a nonexclusive, royalty free license, during the term of the Services, to use the Customer Technology solely for the purposes of delivering the Service(s) to Customer. Fibre Force shall have no right to use the Customer Technology for any purpose other than providing the Service(s).

11.4 Professional Services Assignment and License.

11.4.1 Effective at the time Fibre Force receives full and final payment for the Professional Service, Fibre Force assigns to Customer all right, title and interest, including all intellectual property rights, in the services provided, however, that such assignment does not include the Fibre Force Technology.

Commencing at the time Fibre Force receives full and final payment for the Services, Fibre Force grants to Customer a nonexclusive, non-transferable, royalty free, perpetual license to use the Fibre Force Technology incorporated into the Services solely in connection with the use of the Services as a whole. To the extent that Customer or its employees or contractors participate in the creation or development of Fibre Force Technology, Customer, on behalf of itself and its employees and contractors, hereby assigns to Fibre Force all right, title and interest, including all intellectual property rights in, the Fibre Force Technology.

12 DATA PROTECTION

12.1 The Parties acknowledge that in providing the Service, Fibre Force may process Personal Data, including disclosing it to third parties to the extent reasonably required to facilitate the provision of the Service.

12.2 Fibre Force is the Controller of Personal Data relating to those of the Customer's representatives and employees which Fibre Force processes in accordance with this Contract. Information about how Fibre Force processes Personal Data as a Controller is set out in Fibre Force's privacy notice (available on Fibre Force's website).

- 12.3 Personal Data controlled by the Customer which is processed by Fibre Force in order to provide the Service (“**Customer Personal Data**”) shall be processed by Fibre Force as a Processor.
- 12.4 Fibre Force agrees that if and to the extent that Fibre Force is processing Customer Personal Data Fibre Force will process such data only for the purposes and to the extent required pursuant to this Contract or agreed in writing with the Customer and that: a) all staff who have access to and/or process the Customer Personal Data will be obliged to keep the Customer Personal Data confidential; and b) Fibre Force will ensure that it has in place appropriate technical and organisational measures to ensure that Customer Personal Data is subject to an appropriate level of security (including all measures required by Article 32 UK GDPR); and c) Fibre Force will not transfer any Customer Personal Data to a location outside the UK or European Economic Area other than in accordance with a data transfer mechanism recognised by the Data Protection Laws; d) Fibre Force will notify the Customer without undue delay upon becoming aware of any Personal Data Breach affecting Customer Personal Data and provide reasonable assistance to the Customer in relation to the Personal Data Breach, including the provision of such information as is known to Fibre Force regarding the nature of the breach, the categories and approximate number of data subjects and records concerned; e) Fibre Force will assist in responding to any request from a data subject and in ensuring compliance with the Customer’s obligations under Applicable Data Protection Law in respect of data security; data breach notification; data protection impact assessments; prior consultation with supervisory authorities; and the fulfilment of data subject’s rights; f) Fibre Force will maintain complete and accurate records and information to demonstrate its compliance with this clause 12.4 and provide the same to the Customer on receipt of the Customer’s reasonable written request; g) Fibre Force is hereby authorised to use third party sub-processors to process the Customer Personal Data. Fibre Force shall inform the Customer of any intended changes concerning the addition or replacement of any sub-processor within a reasonable time prior to implementation of such change. In the event of the Customer objecting to such change, Fibre Force shall make reasonable efforts to address the Customer’s concerns (including making reasonable efforts to find an alternative sub-processor); h) with respect to each third party sub-processor, Fibre Force will ensure that the applicable terms with that sub-processor are no less protective in respect of the Customer Personal Data than those set out in this clause 12.4; and i) Fibre Force will return, or if not possible, delete all Customer Personal Data to the Customer at the end of this Contract if requested in writing by the Customer.
- 12.5 In accordance with the Applicable Data Protection Law, each party agrees that to the extent that it is a Controller of data processed or provided to the other party, it will: a) comply with the principles set out in Article 5 UK GDPR; b) process Personal Data only if and to the extent at least one of the legal bases set out in Article 6 UK GDPR applies; c) give necessary information under Article 13 UK GDPR to any data subject whose Personal Data may be processed; d) enable any relevant data subject to exercise their data rights under the UK GDPR; e) adopt appropriate technical and organisational measures in accordance with Article 32 UK GDPR; f) engage third party Processors of the Personal Data in accordance with Article 28 UK GDPR; and g) not transfer the relevant Personal Data to a location outside of the UK or EEA save in accordance with the requirements of the UK GDPR.

12.6 AUDIT

- 12.6.1 Fibre Force shall keep at its principal place of business during and for at least 7 (seven) years after the termination of this Contract separate, full, proper, complete and accurate books of account and records together with supporting documentation of all Services performed which relate to or affect this Contract (“**Relevant Documentation**”).
- 12.6.2 The Customer’s audit rights under the remainder of this clause 12.6.2 shall (except save in circumstances of a security incident, material breach, fraud, or urgent audit required and requested in writing by an independent third party with competent and authoritative jurisdiction (a ‘**Regulatory Body**’) only be exercised during Working Hours and on reasonable notice and under Fibre Force’s supervision, unless otherwise agreed by the parties. All audits and inspections and outcomes of the same are subject always to the terms of clause 11.
- 12.6.3 Fibre Force shall, during the term of this Contract, and where the giving of such Relevant Documentation does not reasonably satisfy the Customer, allow the Customer or its agents auditors, advisors or a Regulatory Body (together the “**Auditors**”) to conduct a maximum of one audit per 3 (three) years (save in circumstances of a security incident, material breach, fraud, or urgent audit required and requested in writing by a Regulatory Body in which case a specific audit may be undertaken on notice and during Working Hours under Fibre Force’s supervision), and to have a right of access to, on Fibre Force’s premises only and under Fibre Force’s supervision, the Relevant Documentation and all other relevant documentation applicable to the Services provided to the Customer only which proves Fibre Force’s compliance with Article 28 of the UK GDPR (“**Audited Items**”). The Customer undertakes not to use Auditors whose payment is based in any way on the outcome of the audit to ensure impartiality on the part of the auditors.
- 12.6.4 Fibre Force shall promptly and fully co-operate at all times with the Auditors and provide all reasonable support (at its own expense) to show its compliance with Article 28 of the UK GDPR, including access to and provision of the Audited Items on L Fibre Force’s premises only to review such Audited Items under Fibre Force’s supervision, making itself readily and reasonably available for meetings as reasonably requested, answering Auditors’ reasonable questions truthfully, fully and promptly.
- 12.6.5 On a reasonable basis, Fibre Force shall, unless and always in each case prevented by law or as advised by a Regulatory Body, keep the Customer advised of any meetings, inspections or requests by representatives or appointees of any Regulatory Body between Fibre Force and such parties which relate to the Customer, and promptly forward to Customer all correspondence pertaining to any matter pursuant to the Contract which is received from any Regulatory Body, lawfully co-operate with the Customer and assist in the Customer’s dealings with any Regulatory Body (including responding directly to such Regulatory Body if required). The Customer shall pay Fibre Force’s reasonable costs in relation to its performance of obligations under this clause 12.6.5, save where the Regulatory Body’s inspections or requests arise from any material act or omission of the Customer and the Regulatory Body has confirmed the same in writing.

12.6.6 If any audit or other inspection by or on behalf of the Customer demonstrates any material non-compliance by Fibre Force of its obligations pursuant to the Applicable Data Protection Laws, the Customer will promptly share in full the findings of such audit or inspection with Fibre Force, and both parties will agree the validity of such findings through reasonable discussion. Nothing in this clause 12.6.6 shall prevent Fibre Force from seeking independent advice or review of processes and Audited Items and any other relevant item as to the validity of any such findings of the Customer's relevant audit or inspection. Where it is agreed by both parties that the Customer's and Fibre Force's findings are valid then Fibre Force shall remedy the cause of such material non-compliance as soon as reasonably practicable. Where such findings are not valid and Fibre Force can reasonably justify the same then the Customer shall pay for such independent review.

13 COMPLAINTS PROCEDURE AND CONTRACT MANAGEMENT

13.1 If any dispute arises out of the Contract, the parties shall attempt to settle it by negotiation for a period of at least 14 (fourteen) days. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties. Negotiations shall be conducted between the respective senior executives of the parties who have authority to settle disputes.

14 APPLICATION OF TERMS

14.1 This Contract shall govern the provision of the Services by Fibre Force to the Customer. By submitting an Order Form signed by the Customer, the Customer is deemed to have made an offer for the Services and Fibre Force is not bound by the Order Form until the Order Form is accepted by the signature of Fibre Force on the Order Form (or confirmation by Fibre Force that the Order Form is accepted). By submitting an Order Form, the Customer is deemed to have accepted the terms of this Contract in their entirety. No other terms and conditions shall apply relating to the supply of the Services to the Customer including, without limitation, the Customer's terms and conditions (if any, howsoever provided, and whether supplied previously or at any time in the future), unless agreed in writing or by email (where the email contains a "read" receipt) between both parties.

14.2 The terms of this Contract are complete and exhaustive and shall be in substitution for any oral arrangements made between Fibre Force and the Customer. Should there be any inconsistency between the terms of the documents forming the Contract; the documents shall rank in the following order to establish which terms prevail: the Order Form; these Conditions; the Acceptable Use Policy; the Price List; and the SLA.

14.3 No addition or amendment to or exclusion or substitution of the terms of this Contract by the Customer will be accepted by Fibre Force unless signed by an authorised signatory of Fibre Force or notified to Customer in accordance with the provisions of clause 14.4 below

14.4 Fibre Force shall be entitled to vary these Conditions or the terms of any Contract at any time by posting varied terms to Fibre Force's website and giving the Customer not less than 28 (twenty eight) days' notice of the relevant changes. In the event that the Customer objects to any such variation in writing within 28 (twenty eight) days of notification and the Customer's Minimum Term does not expire until after the variation takes effect then the Customer shall not be entitled to terminate the Contract but the previous terms will continue to apply (excluding the relevant variations) until the earliest date on which the Customer could terminate in accordance with clause 8.1. If the Customer does not notify Fibre Force of any objection or opts not to terminate the Contract following receipt of notice of the variation, or renews the Contract following notice of the variation then the revised terms

15 GENERAL

15.1 Rights and obligations under the Contract may not be assigned by either party without the written consent of the other provided that Fibre Force shall be entitled to assign the benefit of the Contract in its discretion and without consent to a purchaser of substantially all of its assets or to any of its subsidiary or associated companies.

15.2 No waiver by Fibre Force of any breach of any term of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any breach of any other provision.

15.3 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected and the relevant provision shall be deemed modified to the minimum extent necessary to make such provision valid, legal and enforceable.

15.4 A person who is not a party to the Contract may not have the right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Contract.

15.5 During the Term of this Contract and continuing through the first anniversary of the termination of this Contract, Customer agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by Fibre Force or contracted by Fibre Force to provide Services to Customer.

16 NOTICES

16.1 Any notices to be served by either party on the other shall be:

16.1.1 in the case of Fibre Force sending notice, by post or email to the address for the Customer set out in Section 1 of the Order Form and marked for the attention of the Customer Nominated Contact.

16.1.2 in the case of the Customer sending notice, by post to the address shown on Fibre Force 's invoice or any alternative address provided by Fibre Force; or by email to hello@fibreforce.co.uk

16.2 Such notice shall be deemed to have been received by the addressee within 72 (seventy two) hours of posting or 24 (twenty four) hours (excluding non-Working Days) if sent by email, where sent to the correct address or email address of the addressee and where applicable evidence of posting and/or transmission is retained.

17 GOVERNING LAW AND JURISDICTION

17.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

