

circle.cloud Terms & Conditions - Services & Equipment

1. APPLICATION.

1.1. These Terms apply to the supply of Services and/or Equipment as specified in an Order Form entered into between the Customer identified in the MSA and the Supplier identified in the applicable Order Form (the "Supplier").

1.2. In these Terms, "Supplier Group" means Circle Cloud Communications Limited (Company Number 09830711) whose registered office is at Ariadne House, Town Quay, Southampton, England, SO14 2AQ, Circlenet LLP, and any of their respective affiliates, subsidiaries or group companies from time to time.

1.3. An Order Form, together with these Terms and any documents expressly incorporated into the MSA, forms a separate Contract between the Customer and the Supplier named in that Order Form for the provision of the Services or Equipment specified in that Order Form.

1.4. The Customer may contract with more than one Supplier Group company under the MSA. Each Supplier Group company contracts separately with the Customer and a separate Contract is formed between the Customer and the relevant Supplier named in the applicable Order Form.

1.5. The obligations and liabilities of each Supplier Group company are several and not joint. No Supplier Group company shall have any liability for any act, omission or default of another Supplier Group company or any third party.

1.6. Equipment which is subject to a rental arrangement may be governed by separate terms and conditions and a separate contract.

1.7. These Terms supersede and replace any prior discussions, representations or understandings relating to their subject matter.

2. DEFINITIONS.

"Additional Charge" means any charges outside the price quoted in the Order Form for any work performed outside of the agreed scope in the Order Form.

"Additional Price List" means the schedule of supplementary charges applicable to the Services or the Equipment for services outside the contracted scope as published by the Supplier from time to time.

"Applicable Laws" means all applicable laws, statutes, regulations from time to time in force, including but not limited to the Telecommunications Act 1984 ("the Act").

"Authorised Users" means any Customer employee or contractor or other party to whom Customer has granted access to the Services, Equipment and Documentation.

"Business Day" means a day other than a Saturday, Sunday, bank holiday or public holiday in England, during Business Hours.

"Business Hours" means 7:00am - 7:00pm on any Business Day.

"Call" means a single voice or data communication session (including any signal message or other form of communication that is silent or other forms of visual communication) initiated by or to an Authorised User through a network, including all associated signalling, media, and session control required for that session, that are enabled or facilitated as part of the Services.

"Confidential Information" means all confidential information (however recorded) disclosed by a party or its representative under or in connection with these Terms, the Contract or the Services, including but not limited to information concerning the business, assets, equipment, affairs, customers and suppliers, clients, operations, products and product information, service and other technical specifications, know-how designs and software or trade secrets

"Contract" means the agreement formed between the Customer and Supplier for the provision of the Services or Equipment specified in the MSA and Order Form on these Terms. A Contract is comprised of the following documents attached to the MSA: i) Order Form; ii) Service Schedule and/or equipment list; and iii) these Terms (collectively, referred to as "the Contract Documents").

"Charges" means any fees or costs payable by the Customer under a Contract in accordance with these Terms and calculated as set out in the Order Form.

"Customer" means the party cited in the Order Form that wishes to receive Services and/or Equipment from the Supplier.

"Customer Equipment" means any equipment, hardware, software, cabling or materials owned, leased, or otherwise provided by the Customer and used in connection with the Services, but excluding any Supplier Equipment or Equipment.

"Customer Data" means all data, information, material (including personal data), including the Input Material, that is provided, uploaded, transmitted, or otherwise made available to the Supplier by or on behalf of the Customer or its Representatives, or that is generated through the Customer's use of the Services (including Call records and configuration data), but excluding any data or information that: (a) is generated independently by the Supplier for its own business or operational purposes; or (b) constitutes Supplier Confidential Information.

"Data Protection Legislation" means the UK GDPR (as defined in section 3 of the Data Protection Act 2018), the Data Protection Act 2018, the Data (Use and Access) Act 2025 and any other legislation relating to personal data 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 and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

"Documentation" means any documentation made available or provided to the Customer under a Contract, in connection with the Services or Equipment, including but not limited to user manuals, service specification and service description documents.

"Effective Date" shall be the date of last execution of the Order Form by the parties;

"Equipment" means any hardware, device, cabling, or materials, whether owned by a Supplier Entity or a third party, that are supplied, made available, or otherwise used in connection with the Services, including any items: (a) sold by the Supplier to the Customer; (b) provided on a temporary or loaned basis by the Supplier to the Customer; or (c) leased to the Customer under a separate Rental Agreement with a third-party financier or lessor. For clarity, where Equipment is supplied under a Rental Agreement, the ownership, payment, and return obligations relating to that Equipment are governed solely by the Rental Agreement, and these Terms apply only to the installation, configuration, integration, maintenance of the Equipment.

"Exhibits" refers to any documents, schedules, or attachments that are expressly referenced in or appended to these Terms. In the event of any conflict between an Exhibit and the provisions in the main body of these Terms, the terms of the Exhibit shall govern with respect to the subject matter it addresses.

"Fair Usage Requirements" means the appropriate limits and guidelines set by the Supplier from time to time and as further set out in the Service Schedule and/or the Documentation, to ensure a fair and reasonable use of the Services by all customers.

"Input Material" means all information and materials provided by the Customer as the Supplier may require to provide the Services or Equipment. Copies of all Input Material will be retained by the Customer at its own expense in order to ensure a timely replacement in the event of loss. The respective Supplier Entity shall have no liability for any such loss or damage, however caused.

"Intellectual Property Rights" means any and all now known or hereafter known tangible and intangible worldwide patents, copyrights, moral rights, database right, know-how, trademarks, trade secrets, Confidential Information or other intellectual property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in the foregoing);

"Maintenance Services" means the maintenance and repair services provided by the Supplier as part of the Services in relation to the Equipment or other supported systems as more specifically described in Exhibit C

"Minimum Period" means the minimum term specified in the Order Form (being 36-84 months) or where no term is specified a minimum of 12-month period commencing on the Service Commencement Date.

"MSA" means the Circle Cloud contract pack including as applicable, the Order Form, these Terms, the Service Schedule and any related schedules, annexes, or descriptions.

"Order Form" means the order form setting out the commercial terms of the arrangement between the Customer and the Supplier.

"Premises" means any place whereby the Supplier agrees to provide the Services or install the Equipment.

"Representative" means any director, officer, manager, member, employee, agent, consultant, supplier, vendor, independent contractor, advisor, accountant, financial advisor, or legal counsel of a party.

"Services" means the telecommunications services described in the Service Schedule attached to the Order Form and supplied by the Supplier to the Customer under a Contract in accordance with these Terms but excluding any leasing arrangements governed by a separate rental agreement.

"Service Commencement Date" means the date the Services are ready and available for use by the Customer as set out in the Order Form following completion of the onsite survey of the Premises and Customer Equipment by the Supplier.

"Service Failure" means the continuous total loss of the facility to make or receive a Call via any related service provided to the Customer by the Supplier under these Terms.

"Service Schedule" means the list of the relevant Services to be provided to the Customer under a Contract.

"Suitable Conditions" means the environmental, technical and operational conditions at the Premises that the Supplier reasonably requires for the proper installation, operation and maintenance of the Supplier's Equipment, the Equipment or the performance of the Services. The Suitable Conditions shall include (where applicable) adequate access, working space, appropriate lighting, ventilation, temperature control, electricity supply, network connectivity, and any other site-specific requirements notified by the Supplier from time to time.

"Supplier Equipment" means any equipment, hardware, cabling, or materials provided or used by the Supplier (or its subcontractors) in connection with the provision of the Services including any implementation or connection activities, whether owned by the Supplier or a third party, including any equipment installed at or connected to the Premises, but excluding any Customer Equipment or Equipment.

"Term" means the period from the Effective Date until the expiry of the Minimum Period unless extended for a renewal periods in accordance with clause 3.2 of the Terms.

"Terms" means these Terms and Condition created by the Supplier(s) business service(s).

"Usage Data" shall have the meaning ascribed to it in clause 15.1.

3. TERM.

3.1. A Contract becomes binding on both parties on the Effective Date, and the Customer acknowledges that the Supplier may immediately begin processing the Order Form, including provisioning of licences, number ports, broadband services and other related arrangements from signature by Supplier and that no cooling-off period applies. The obligation to provide the Services shall start on the date specified in the Order Form ("the Service Commencement Date"), unless otherwise agreed in writing between the parties.

3.2. A Contract shall run for the Minimum Period unless terminated earlier as set forth in clause 22.

3.3. Upon the expiry of the Minimum Period, a Contract shall automatically renew for successive periods of 36 months (each a "Renewal Period"), unless: (i) the Supplier gives notice to terminate the agreement at least three (3) months prior to expiration of the Minimum Period or the then current Renewal Period; or (ii) the Customer gives notice to terminate at least 6 months prior to expiration of the Minimum Period or the then current Renewal Period. Following receipt of such notice the Contract shall automatically terminate at the end of the Minimum Period or then Renewal Period as appropriate.

4. SERVICES.

4.1. Supplier shall provide the Services to Customer subject to these Terms and in accordance with the Contract.

4.2. Unless otherwise stated in the Network Services Agreement Maintenance Services are provided free of charge during the Minimum Period only, and are charged for at all other times. Supplier will invoice annually for Maintenance Services. Support is provided in accordance with the Service Level Agreement (SLA) at Exhibit A Supplier reserves the right to amend the SLA on giving not less than 3 months notice.

4.3. Supplier may provide additional services (including additional training) from time to time where agreed in advance in writing, at the then-current Additional Price List.

4.4. In supplying the Services, the Supplier shall perform the Services with reasonable care and skill in accordance with Applicable Laws and shall use reasonable efforts to meet any performance dates specified in the Contract, but time shall not be of the essence.

4.5. Where the Customer requires Maintenance Services, those services shall be provided in accordance with Exhibit C (Maintenance). In the event of conflict or inconsistency between the provisions in the main body of the Terms and the provisions in Exhibit C in respect of Maintenance Services, the latter shall prevail.

5. THIRD PARTY SERVICES

5.1. The Services may include, rely on, or provide access to services, software, or equipment supplied or operated by third parties ("Third Party Services") as set out in the Network Services Agreement. The Supplier shall use reasonable care in selecting and managing such Third-Party Services but does not control their performance.

5.2. Where the Supplier makes any Third Party Services available to the Customer, the Customer's use of that Third Party Service shall be subject to the applicable third-party terms and conditions (copies of which the Supplier shall make available on request). The Customer agrees to comply with all such terms.

5.3. The Supplier shall not be responsible for any delay, degradation, suspension, or failure in the performance of the Services to the extent caused by the unavailability, performance, or non-performance of any Third-Party Services.

5.4. The Supplier may substitute or modify any Third-Party Service where reasonably necessary to maintain or improve the Services, provided that any such change does not materially reduce the overall functionality of the Services.

6. GRANT OF RIGHTS.

6.1. Customer hereby grants Supplier a limited, non-exclusive, non-transferable, worldwide licence to access and use the Customer Data as may be necessary for Supplier to provide the Services or the Equipment to the Customer.

6.2. Subject to Customer's compliance with the terms of the Contract, Supplier hereby grants to Customer a worldwide, non-transferable and non-exclusive licence, for its Authorised Users to use the Services and related Documentation for Customer's internal business purposes only.

6.3. To the extent that any additional rights and licences are granted to Customer in connection with the Services provided under the Contract, such additional rights and licences shall be specifically identified in the Order Form or the Service Schedule.

6.4. The Supplier may without any liability suspend or place into hibernation any mobile, desktop, or Authorised User licence that remains inactive for a continuous period of twenty-one (21) days or more. The Customer may request reactivation of any such licence by contacting its account manager or through the Supplier's support function. The Supplier shall use reasonable endeavours to reinstate the licence promptly following such request.

7. CUSTOMER OBLIGATIONS

7.1. Save for any Equipment to be provided by the Supplier under a Contract, the Customer shall be solely responsible for procuring and maintaining all necessary hardware and software systems and services for accessing and utilising the Services.

7.2. Except as expressly set out in the Contract or as permitted by any Applicable Law, Customer undertakes for itself and for its Representatives and Authorised Users:

- a. to co-operate with the Supplier in all matters relating to the Services and ensure that its other suppliers co-operate with the Supplier where necessary;
- b. to provide the Supplier, in a timely manner, with all Customer Data and other information reasonably required by the Supplier, and ensure that they are accurate and complete in all material respects;
- c. to comply with any reasonable instructions provided by the Supplier from time to time in connection with the Services or the Equipment. The Customer acknowledges that failure to follow such instructions may result in faults or service interruptions for which the Supplier will not be responsible, and the Supplier may charge the Customer for any related maintenance or remedial work at the then rates as set out in the Additional Price List.
- d. comply with all Applicable Laws in its performance of the Contract and to obtain and comply with any permission, licence, consent, registration and approval necessary for the use of the Service or the Equipment;
- e. to maintain the Equipment and Customer Equipment in good working order and in conformation with the relevant standard or approval for the time being designated under the Act or any other relevant regulations authorities or licences;

- f. not to copy the Services or Documentation except where such copying is incidental to normal use of the Services;
- g. not to sell, rent, lease, sub-license, loan, translate, merge, adapt, or otherwise commercially exploit the Services, the Equipment or Documentation or make them available to any third party without the written approval of the Supplier;
- h. not to make alterations to, or modifications of, the whole or any part of the Services or Equipment, nor permit the Services or any part of it to be combined with, or become incorporated in, any other programs without the Supplier's prior written consent. The Supplier may require the Customer to provide reasonable information in support of any such request. If consent is granted, the Supplier reserves the right to charge the Customer additional fees at the then in accordance with the Additional Price List for any resulting maintenance, support, or configuration of the altered Services or Equipment.
- i. not to use any Supplier Intellectual Property to create any equipment or other material that performs, replicates, or utilises the same or substantially similar functions as the Services or the Equipment.
- j. not to remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation and Services or Equipment
- k. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services or the Equipment nor attempt to otherwise reconstruct, identify, or discover any trade secrets, source code, underlying ideas, underlying user interface techniques, or algorithms of the Service or the Equipment.
- l. to supervise and control use of the Service and the Equipment and ensure that the Service or the Equipment is used by Authorised Users in accordance with the terms of the Contract;
- m. not to knowingly use, or allow the use of the Service or the Equipment, (i) to store or transmit material that infringes the intellectual property rights or other proprietary rights of any third-party or violates third-party privacy rights; (ii) fraudulently, dishonestly, or in connection with a criminal offence; (iii) to make offensive, indecent, menacing, nuisance, or hoax Calls, or to transmit or store malicious code, or unlawful material; or (iv) in any way that promotes unlawful violence, discrimination, or in any other activity contrary to Applicable Law. The Customer shall take all reasonable steps to prevent such activity and to ensure that no criminal or unauthorised use occurs in connection with the Services or Equipment

8. FAIR USAGE

8.1. The Customer shall, and shall ensure that all Authorised Users shall, use the Services at all times in accordance with the Supplier's Fair Usage Requirements, as notified to the Customer from time to time, and that use of the Services remains within any limits or thresholds set out in Exhibit B (Call Package Details) or otherwise agreed in writing between the parties.

8.2. The Supplier's Fair Usage Requirements are intended to ensure that all customers receive a consistent and reliable service. The Customer acknowledges that excessive, abnormal, or fraudulent use of the Services may adversely affect other customers and may therefore be restricted.

8.3. Fair usage of the Services includes, without limitation:

8.3.1. Using the Services only for the Customer's legitimate business purposes and not for high-volume or automated Calling, cold-calling, marketing or campaign activity unless expressly agreed in writing with the Supplier. This also applies to the usage of additional services such as the Supplier's IT Support line.

8.3.2. Not using "unlimited" call packages or data allocations in a way that the Supplier reasonably determines to be inconsistent with normal business use; and

8.3.3. Permitting or authorising any third party to use the Services in a way that results in excessive consumption of network or system resources.

9. REMEDIES

If the Supplier reasonably determines that the Customer or its Authorised Users are breaching the Customer obligations under clause 7 or clause 8, the Supplier may (without liability and without prejudice to its other rights or remedies under the Contract or at law):

9.1.1. suspend or restrict the Customer's access to the affected Services or disconnect any non-compliant Customer Equipment;

9.1.2. require the Customer to reduce or modify its usage;

9.1.3. apply additional charges in accordance with the Additional Price List;

9.1.4. extend the timeframe for performance of any services including delivery or implementation services;

9.1.5. recover from the Customer any additional costs reasonably incurred as a result of such breach; and/or

9.2. The Supplier shall have no liability for any interruption or degradation of the Services arising from a Customer's breach of clause 7 and 8 above or failure to comply with clause 10 below.

9.3. Continued or repeated breach of any of the provisions of clauses 7 and 8 will be regarded as a material breach of Contract, entitling the Supplier to suspend or terminate the affected Services or the Contract as a whole on written notice.

10. ACCESS TO THE PREMISES

10.1. The Customer shall, at its own cost, prepare and maintain the Premises (and any related access routes) in accordance with any reasonable instructions or specifications provided by the Supplier and shall provide the Supplier and its Representatives with safe, timely and reasonable access to the Premises and any necessary facilities to enable the Supplier to perform its obligations under the Contract. Following completion of any installation or maintenance work, the Customer shall be responsible for reinstating, re-decorating, or making good the Premises. The Supplier shall have no liability for any cosmetic or structural alterations required as a result of the performance of the Services, of the Services, or any work required in preparation of the provision of the Services or the Equipment

10.2. The Customer shall obtain and maintain all necessary permissions, consents, and

approvals to carry out any works at its own expense and risk and provide copies of the same to the Supplier prior to commencement of the Services.

10.3. The Supplier shall comply with all reasonable safety and security requirements notified by the Customer when attending the Premises, but is not liable for any delays resulting from compliance with such requirements. The Customer shall provide Suitable Conditions and all reasonable access, cooperation, and facilities required for the Supplier (or its subcontractors) to install and maintain the Equipment at the Premises.

11. CUSTOMER EQUIPMENT AND CONNECTIVITY

11.1. The Customer shall be responsible for the provision, maintenance, and proper functioning of all Customer Equipment or Equipment used in connection with the Services. Where the Customer wishes to connect any Customer Equipment or Equipment to the Supplier's network, systems, or broadband service, the Customer must first obtain the Supplier's written approval. The Supplier may withhold approval where it reasonably considers that the proposed connection may adversely affect the Services, the Supplier's network or other customers. The Customer acknowledges that, where such approval is given, it remains responsible for any faults, damage, or degradation of Service resulting from the Customer Equipment or its use.

- 11.2. Any Customer Equipment or Equipment used in connection with the Services must:
- Be technically compatible with the Services and comply with any specifications or requirements notified by the Supplier;
 - Be properly installed, connected, and used in accordance with all Applicable Laws, standards, manufacturer instructions and the Supplier's reasonable directions; and
 - Not cause any harm, interference, or security risk to the Supplier's network, systems, the Services, the Equipment, or other customers' equipment.

- 11.3. If any Customer Equipment or Equipment causes, or is likely to cause, a fault, interference, or degradation of the Services, the Supplier may (without liability):
- Suspend or restrict the relevant Services until the issue is resolved;
 - Disconnect or remove the Customer Equipment or the Equipment from its network; or
 - Charge the Customer for any reasonable costs incurred in diagnosing, repairing, or rectifying the issue.

12. SUPPLY OF EQUIPMENT

12.1. The Supplier shall, where applicable, deliver, install or configure the Equipment specified in the Order Form in accordance with these Terms. Any delivery or installation dates are estimates only and time for delivery shall not be of the essence.

12.2. These Terms govern only the installation, configuration, maintenance and use of the Equipment as part of and/or in connection with the Services. Where Equipment is supplied under a finance, lease or rental arrangement it is governed by separate terms which regulate the transfer of risk and title, payment and quality of the Equipment, and Supplier shall have no liability in respect of the terms of such arrangement.

12.3. The Supplier shall ensure the Equipment is installed or made ready for use in accordance with the manufacturer's specifications and any site requirements agreed with the Customer.

13. CONFIDENTIALITY

13.1. Each party agrees with the other, with respect to the other's Confidential Information, (i) to hold Confidential Information in the strictest confidence; (ii) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer Confidential Information to any third party, subject to the provisions of subsection (iv) below; (iii) not to make use of Confidential Information other than for the permitted purposes under the Contract; and (iv) to disclose Confidential Information only to their respective Representatives requiring such material for effective performance of the Contract and who have undertaken a written obligation of confidentiality and limitation of use at least as protective of the other party's Confidential Information as under these Terms.

13.2. Each party hereto shall institute internal operating procedures to assure limited access and use of Confidential Information consistent with the Contract and shall exercise due care to monitor and ensure compliance with the Contract. A receiving party may disclose Confidential Information of the other party if it is compelled by legal process or law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest or restrict the disclosure. If a receiving party is compelled by law to disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, and the disclosing party is not contesting the disclosure, the disclosing party will reimburse the receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

13.3. The provisions in this clause 13 shall not apply to any Confidential Information which (i) is already known to the receiving party free from confidentiality restrictions, (ii) is subsequently learned by the receiving party from an independent source free of confidentiality restrictions; (iii) is or becomes publicly available other than by reason of a wrongful act; (iv) is independently developed without reference to any Confidential Information.

14. DATA

14.1. Customer acknowledges and agrees that its use of the Services is contingent upon Supplier's timely receipt of Customer Data. As between Supplier and Customer, Customer is solely responsible for the provision of Customer Data and the accuracy, quality, integrity, reliability and appropriateness of all Customer Data and other input provided to Supplier by Customer or any party on Customer's behalf. Customer assumes full responsibility for the data provided, stored or transmitted by means of the Services, and the use of such data, including the results obtained from such use. Customer may provide Customer Data to Supplier from internal or external sources, as described herein, and in either case, Customer shall bear the expense (if any) of providing such data to Supplier.

(i) If Customer is directly providing Customer Data to Supplier, Customer must provide such data in the format specified by Supplier (or if no such format is specified, in an industry-standard format).

(ii) If Customer Data is provided by a third party, Customer will authorise in writing such third party to release the Customer Data to Supplier and execute any other data transfer Contracts required by law or for Supplier to access such data for the purposes of providing the Services. Customer will submit the necessary authorisations to Customer's named third party providers

so that Supplier may receive the data necessary for Customer to use the Services in a Supplier-preferred format.

14.2. Supplier shall adhere to industry standard data security practices and shall utilise commercially reasonable practices, including for example pseudonymisation, encryption and firewall technology to ensure Customer Data to the extent they contain any personal data for which Customer is the controller, is disclosed safely only to Customer and Customer's Authorised Users. Each party shall use appropriate and commercially reasonable security precautions in connection with its use of the Services.

14.3. Customer acknowledges that the Internet is an open system and Supplier cannot and does not warrant or guarantee third parties cannot or will not intercept or modify Customer Data.

15. USAGE DATA

15.1. The Customer and Supplier agree and acknowledge that Supplier may collect, analyse and use certain information about the Customer and its Authorised Users. This includes data related to the Services collected across all accounts e.g. total number of users, total pay statistics, traffic logs, server load, access permissions, sequence data and any other Service meta-data, collectively referred to as "Usage Data". Supplier will collect and process such information anonymously. Supplier may use Usage Data to improve and enhance the Services as well as for development, diagnostic and corrective purposes in connection with the Services or the Equipment or other Supplier offerings. If the Customer is deemed to have ownership rights in the Usage Data, Customer will grant to Supplier a fully paid-up, non-exclusive, royalty-free, licence in perpetuity to use Usage Data for the purpose of carrying out general analysis and improve the Services and Supplier's offerings as stipulated herein.

16. AUTHORISED USERS

16.1. Customer shall be solely responsible for ensuring that all individuals with access to the Services are Authorised Users including, but not limited to (a) ensuring that no Authorised User licence is used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services or Documentation (b) maintaining a written, up to date list of current Authorised Users and provide such list to Supplier within 5 Business Days of Supplier's written request at any time or times; (c) ensuring that all persons to whom Customer grants access have Customer corporate e-mail addresses and individual end user profiles that comply with applicable security and confidentiality policies of Customer; (d) issuing passwords to Authorised Users to enable their access to the Services and ensuring the integrity, confidentiality, and security of the passwords after their issuance; (e) implementing any changes to Authorised Users' profiles and access rights commensurate with such Authorised Users' level of authority to utilise the Services; and (f) ensuring all Authorised Users comply with the Contract.

16.2. If Customer suspects any unauthorised use of Authorised Users' passwords or accounts or any other possible security breach with respect to the Services, Customer shall immediately notify the Supplier via email to: support@circle.cloud

17. CHARGES AND PAYMENT

17.1. The Customer shall pay the Charges set out in the Order Form (or otherwise agreed in writing). Charges for Services are calculated using the details recorded by the Supplier following a survey of the Premises and the projected Customer usage and shall be determined by the tariff or package set out in the relevant Order Form and in accordance with Exhibit B (Call Package Details). The Supplier may change the structure or content of Call packages from time to time to reflect upstream provided changes, giving the Customer the option to (a) accept the revised pricing; (b) migrate to another package; or (c) terminate the affected bundle.

17.2. Unless otherwise specified in the Order Form: (a) all Charges for Calls are invoiced monthly in arrears in pounds sterling. The Supplier will send its first invoice after the Service Commencement Date and thereafter in monthly intervals to the email address listed on the Contract. Additional Charges may be invoiced as incurred and outside the routine invoicing schedule; (b) payment shall be made by Direct Debit unless otherwise agreed. A non-Direct Debit processing fee of £10.99 per month shall apply where payment is not made via Direct Debit. If any Direct Debit payment is rejected or returned unpaid, the Supplier may:

17.2.1. re-present the Direct Debit or issue an immediate invoice for the outstanding amount, payable within seven (7) days of issue;

17.2.2. to charge Customer interest at the maximum rate permitted in law on the outstanding balance per month, on any Charges applicable, not received within 10 days of the date such payment was due;

17.2.3. on giving written notice, (i) suspend any or all of its obligations to Customer including Customer's access to the Services without liability; (ii) disable or render any Equipment non-functional until all sums and accrued interest are paid; and/or

17.2.4. charge a late payment processing fee per invoice to cover the administrative costs incurred in chasing the payment and complying with any service carrier terms. The Supplier reserves the right on giving notice to treat non-payment as a material breach of contract entitling it to terminate the Contract and claim damages from the Customer of not less than fees due in respect of the unused portion of the term.

17.3. Customer will be responsible for payment of all sales, use, property, value-added, withholding, or other applicable taxes except for taxes based solely on Supplier's income, property or personnel. Customer will not setoff any portion of the Charges or other amounts invoice and shall pay all invoiced amounts in full.

17.4. The Supplier may adjust the Charges annually in line with the underlying provider's or carrier's published tariffs or as otherwise notified to the Customer, with no less than three (3) months' written notice. The Supplier may also by providing (30) days' notice to Customer increase annually Charges in line with any increase in the Retail Price Index (RPI) as published by the UK Office for National Statistics. However, increases to the Charges will be no more than 10% annually.

17.5. Where Equipment is leased, rented, or financed through a third-party financier or lessor rental charges for such Equipment shall be governed by the terms of the separate rental agreement. Activation of that agreement is a condition to the provision of the Services, but

failure to enter into the rental terms does not excuse the Customer's obligations, including the obligation to pay the anticipated Charges under the Contract for the Services.

17.6. Any additional Services not included in the initial Order Form shall be charged in accordance with the Additional Price List. The Supplier may, from time to time, change the rates on its out-of-bundle rate card or the Additional Price List to reflect changes in provider carrier costs or applicable tariffs, on not less than 30 days' written notice to the Customer.

17.7. Any pricing for leased lines or other connectivity provided by third party network operators shall remain subject to confirmation by such operators. Where the Customer requests that the Supplier change the network telecommunications provider, the Customer shall reimburse the Supplier for any and all charges, expenses or costs incurred in connection with such change.

18. INTELLECTUAL PROPERTY RIGHTS

18.1. Customer acknowledges and agrees that Supplier or its licensors own and shall retain all right, title and interest in and to the Intellectual Property Rights in the Services, Documentation or Equipment, including without limitation all (i) source and object code, specifications, designs, processes, techniques, concepts, improvements, discoveries and inventions, and (ii) any modifications, improvements or derivative works thereof and all works of authorship created, invented, reduced to practice, authored, developed, or delivered by Supplier or any third party, either solely or jointly with others, arising from the Contract or any amendment to it ("Supplier Intellectual Property").

18.2. No exclusive rights are granted by the Contract over the Services or Documentation. All rights or licences not expressly granted to Customer herein are reserved to Supplier. Supplier reserves the right, in its sole discretion and with prior written notice to Customer, to improve, modify, discontinue, add, adapt, or otherwise change Supplier's policies or procedures or the Services (so long as the material functionality of the Services remains unaffected).

19. REPRESENTATION AND WARRANTIES.

19.1. Supplier represents and warrants that (i) it has all necessary rights, licenses and approvals required to perform its obligations hereunder, and to operate and provide the Services or the Equipment in accordance with the Contract; (ii) the Services will comply with any specification in the Service Schedule; (iii) to its knowledge, the Services do not infringe the intellectual property rights of any third party; and (iv) Supplier will comply with all Applicable Laws in the performance of its obligations hereunder.

19.2. The Supplier is not the manufacturer of the Equipment and gives no warranty in respect of the Equipment, but shall, to the extent it is lawfully able, pass to the Customer the benefit of any manufacturer's warranty relating to the Equipment. The Customer shall comply with any terms and procedures required by the manufacturer in order to benefit from such warranty. The Supplier shall not be liable for any failure or refusal by the manufacturer to honour any warranty or for any delay in replacement or repair caused by the manufacturer.

19.3. Customer represents and warrants that (i) it has and shall maintain all necessary rights, licences, permissions, authorisations, data transfer agreements, consents and approvals required to perform its obligations hereunder and to ensure Supplier can perform its obligations hereunder, including without limitation the performance of the Services in an authorised and legal manner; (ii) Customer's obligations are not in conflict with any other Customer obligations or agreement (in writing or otherwise) with any third party; (iii) provision and use of the Customer Data, whether such data is provided by Customer or third-party provider, will not violate the rights of any third-party; and (iv) will comply with all Applicable Laws in the performance of its obligations hereunder.

19.4. Except as expressly provided in this clause 19, the Services are made available on an 'As Is' basis and Supplier makes no express or implied warranties with respect to the Services, or any other matter, including without limitation, any implied warranties of merchantability, title, infringement, quality or fitness for a particular purpose. All other warranties, terms or conditions implied by statute or common law arising out of or in connection with the supply of the Services are excluded to the fullest extent permitted by law. Supplier does not warrant that all errors can or will be corrected, that the Services will operate without error, or that the quality of any information or other material obtained by Customer through the Services will meet Customer's requirements or expectations. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Unless otherwise stated in the Contract, any broadband speeds or performance figures stated in the Contract are indicative only and represent estimated average speeds under normal conditions. They do not constitute a guarantee or "up to" measurement of actual speeds, which may vary due to network conditions, location, and other factors beyond the Supplier's control. Supplier is not responsible for any delays, delivery failures, downtime, or other damages resulting from such problems. The Services may not be free from viruses or anything or device which may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network or adversely affect the user experience. Supplier does not warrant that the Services will be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in the Documentation or herein. The Customer acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, or advice regarding the Services unless confirmed in writing by the Supplier. The Supplier's employees and agents are not authorised to make any binding representations and the Customer acts on any unconfirmed advice at its own risk.

20. LIMITATION OF LIABILITY

20.1. Nothing in these Terms shall impose or introduce any liability on Supplier in respect of Equipment subject to a separate rental agreement.

20.2. The parties agree that each party's respective liability (under any theory including breach of contract, negligence, strict liability, or otherwise) for any damages related to a Contract shall be for direct damages incurred and shall not extend to:

- a. Loss of profits;
- b. Loss of sales or business;
- c. Loss of Contracts or contracts;
- d. Depletion of goodwill or similar losses;
- e. Loss of anticipated savings;
- f. Loss of equipment;
- g. Loss of use;
- h. Loss or corruption of software, data or information; or
- i. Any special, indirect, consequential or pure economic loss, costs, damages, charges or

expenses.

20.3. Nothing in the Contract excludes the liability of either party for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law

20.4. Subject always to the rest of the provisions of this clause 20, Supplier's total aggregate liability under a Contract (under any theory including breach of contract, negligence, strict liability or otherwise) shall in all circumstances be limited to the Charges actually paid by the Customer under the Contract in the twelve (12) months preceding the date on which the claim arose.

20.5. The Supplier shall not be responsible for any delay, failure, or degradation in the performance of the Services (including failure or delay in rectifying a Service Failure) to the extent caused by:

- a. The Customer's failure or delay in providing timely access to Customer Data (including Input Material) or cooperation reasonably required by the Supplier;
- b. Any actions taken by Supplier at Customer's direction;
- c. The unavailability of the Premises, facilities, Customer's personnel, or Customer Equipment (including any fault, defect, or incompatibility in Customer Equipment, software, or network connections);
- d. Any alteration or modification of the Services or the Equipment by the Customer or any third party not authorised by the Supplier;
- e. Any defect, delay, or failure caused by faults in or the default of any network provider or third-party supplier, or any suspension, restriction, or termination of service by such third-party provider (including a Third Party Service);
- f. Any unavailability, suspension, or reduced performance of the Services due to lawful suspension or termination by the Supplier in accordance with these Terms or, any legal, regulatory, or governmental restriction, or Applicable Law, preventing the Supplier from providing the Services; or
- g. Any other event outside the Supplier's reasonable control.

20.6. The Supplier may suspend, restrict, or modify the Services (in whole or in part), or change any access codes, passwords, or technical parameters, where reasonably necessary for operational, maintenance, security, or regulatory reasons, or to implement updates, improvements, or substitutions to any part of the Services or related systems. The Supplier shall use reasonable endeavours to give the Customer prior notice of any such action and shall seek to minimise any resulting disruption. The Supplier shall not be responsible for any temporary unavailability, interruption, or degradation of the Services arising from actions taken in accordance with this clause, provided that it acts reasonably and in good faith.

20.7. Where Equipment is supplied, leased, or rented under a rental agreement, the Customer's rights and remedies in respect of any defect or non-conformance of the Equipment shall be governed by the terms of that agreement, and Supplier shall have no direct liability for the condition or performance of such Equipment, except to the extent that a defect arises from the Supplier's performance of the Services under the Contract, and in such cases, the Supplier's sole obligation shall be to remedy the defect or re-perform the affected Services.

21. INDEMNITY.

21.1. Supplier agrees to defend, indemnify, and hold harmless Customer, and its directors, officers, employees, and agents from and against any and all successful third-party claims, demands, and liabilities, including reasonable attorneys' fees, resulting from or arising out of (i) the Services provided to Customer under the Contract infringing or violating any valid UK patents, copyrights, or misappropriating any trade secret (ii) any Supplier logo or trademark displayed on the Equipment or Services infringing any third-party trademark.

21.2. In no event shall Supplier, and its Representatives be liable to Customer under clause

21.1 to the extent that the infringement is based on; (i) an alteration or modification of the Services by anyone outside Supplier's control; (ii) Customer's or an Authorised User's use of the Services in a manner contrary to any provision of the Contract or the instructions given to Customer by Supplier; (iii) Customer's use of the Services after notice of the alleged or actual infringement from Supplier or any appropriate authority; (iv) use of the Services by Customer or an Authorised User pursuant to the Contract in combination with any software or service not provided, authorised, or approved by or on behalf of Supplier; or (v) violation of any Applicable Law by Customer or any of its Authorised Users.

21.3. Customer agrees to defend, indemnify, and hold harmless Supplier and its Representatives from and against any and all claims, demands, and liabilities, including reasonable attorneys' fees, resulting from or arising out of or in connection with the following: (i) that any Customer Data is unlawful or actually does or threatens to infringe or misappropriate any Intellectual Property Rights or other rights of any third party, provided however, that Customer shall have no liability or obligation with respect to any claim, demand and liability to the extent that such claim, demand and liability arise out of or result from any unauthorised access to, disclosure, or other use of Customer Data, by or on behalf of Supplier; (ii) any use of the Services, Equipment, or Documentation by the Customer or any Authorised User that is beyond the scope of or otherwise fails to conform to the express requirements or restrictions of the Contract or any authorisation or approval given in writing by Supplier to Customer or such Authorised User; (iii) any breach by the Customer or its Authorised Users of Applicable Laws; and (iv) any death or personal injury to Supplier's Representatives or loss of or damage to Supplier property, caused by or arising from the negligence, wilful misconduct, or breach of the Contract by the Customer or its Representatives and Authorised Users, including due to failure by the Customer to comply with and provide for the Supplier at the Premises Sufficient Conditions.

21.4. All indemnification obligations under this clause 21 shall be subject to the following requirements: (i) the indemnified party shall provide the indemnifying party with prompt written notice of any claim; (ii) the indemnified party shall permit the indemnifying party to assume and control the defence of any action, provided that the indemnified party may, at its own expense, participate in its defence of any claim; (iii) the indemnified party shall not enter into any settlement or compromise of any claim without the indemnifying party's prior written consent; (iv) and the indemnified party must comply with its general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

22. TERMINATION

22.1. Either party may terminate the Contract and the rights granted herein if the other party

breaches any of the material provisions of the Contract and fails to remedy such breach (i) in the event of Supplier breach, within sixty (60) days after written notice from the customer requiring a specific remedy; and (ii) in the event of Customer breach, within fourteen (14) days after receiving written notice from the Supplier. Termination of the Contract does not constitute either party's exclusive remedy for material breach or non-performance by the other party and, subject to the other provisions of the Contract each party is entitled to seek all other available remedies, both legal and equitable, including injunctive relief.

22.2. Supplier may terminate the Contract immediately by written notice if the Customer becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, administrator or liquidator or admits in writing its inability to pay its debts as they become due.

22.3. The Supplier may suspend the Services or terminate a Contract (or any Service under it) immediately by written notice to the Customer if:

- a. The Customer fails to make any payment within the due date of payment as set out in clause 17.5;
- b. The Customer uses the Service in a manner that is fraudulent, unlawful, or in breach of the Fair Usage Requirements or Applicable Law or otherwise breaches its obligations under clause 7;
- c. The Customer at any time does not have the necessary valid licence to operate and maintain its telecommunications system;
- d. Any legal, regulatory or technical reason beyond the Supplier's control prevents the continued provision of the Services, including but not limited to the termination of a Third-Party Service by a third-party supplier of Supplier; or
- e. Any other termination or suspension ground applies under these Terms.

22.4. Where the Customer terminates the Contract prior to the expiry of the Minimum Period, serves notice to not-renew under clause 3.2 or, where the Supplier terminates the Contract under clause 22.1 - 22.3, the Customer shall pay to the Supplier:

- a. a settlement charge equal to the average of the last three (3) months' Charges (or, where less than three invoices have been issued, the anticipated monthly Charges), multiplied by the number of months remaining in the Term; and
- b. any outstanding Charges and early termination costs payable to any third-party supplier engaged by the Supplier to provide the Services or Equipment. Any outstanding payments for rental equipment may also be invoiced by the lease funder.

22.5. If an Order Form is cancelled before the Service Commencement Date the Customer shall pay a cancellation fee equal to twelve (12) months of the estimated Charges plus any applicable disconnection or configuration costs.

22.6. Any settlement and cancellation charges under 22.5 and 22.6 represent a genuine pre-estimate of loss suffered by the Supplier as a result of early termination.

22.7. Where the Supplier agrees to pay, on the Customer's behalf, any early termination or settlement charges imposed by the Customer's previous service provider ("Previous Provider"), such payment shall be conditional upon the Customer providing to the Supplier a valid, itemised invoice from the Previous Provider within ninety (90) days of the Supplier's written request. The Supplier shall not be obliged to make any payment to the Previous Provider until such invoice has been received, and shall have no liability for any additional costs, interest, or penalties incurred as a result of any delay or failure by the Customer to provide that invoice within the required period. Any settlement charge paid by the Supplier to the Previous Provider shall be factored into any calculation of settlement charges payable by the Customer to the Supplier under 22.6 and shall be payable by the Customer to the Supplier if settlement charges become due and payable under a Contract.

22.8. Where the Customer has entered into separate Contracts the termination or expiry of any individual Contract shall not itself terminate any other Contract.

22.9. Upon expiry or termination of the Contract (i) all rights and licenses granted to Customer under the Contract shall immediately terminate; (ii) Supplier shall terminate Customer's access to the Services provided under the Contract; (iii) Customer shall immediately cease use of such Services in any manner whatsoever, and return all copies of Documentation and other related materials to Supplier; (iv) Termination of the Contract will not relieve a Party of any outstanding payments due or liabilities arising under the Contract prior to termination.

22.10. Upon expiry or termination of the Contract Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless Supplier receives, no later than ten days after the effective date of the termination of the Contract, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Supplier Limited in returning or disposing of the Customer Data;

22.11. Customer may not assert any cause of action against Supplier more than two (2) years from the expiry or termination of the Contract.

22.12. Survival. The terms of the Contract expressly stated to survive or that one would reasonably expect to survive termination of the Contract shall survive its termination.

23. GENERAL.

- a. Entire Agreement. The Contract, including the exhibits, attachments, and schedules attached to the MSA, if any, shall represent the entire understanding and agreement between the parties, and supersedes any and all previous agreements, discussions and communications between the parties relating to its subject matter. The Customer shall not be entitled to rely on any sales materials, quotation, price lists, acceptance of offer, invoice or other document or information issued by the Supplier which are for general information only and do not form part of the Contract. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier. Nothing in this clause limits or excludes liability for fraud or fraudulent representation.
- b. Conflicting Terms. the Contract does not operate as an acceptance of any conflicting

or additional terms and conditions and will prevail over any conflicting or additional provision of any purchase order, it being understood that any purchase order issued by Customer will be for Customer's convenience only. In the event of a conflict or inconsistency between the Contract Documents, the following order of precedence will apply: (i) the executed Order Form (including any attachments); (ii) the Service Schedule; and (iii) these Terms.

- c. Assignment. The Customer shall not, without the prior written consent of Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. Supplier may on notice at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under a Contract.
- d. Governing Law. The Contract is to be interpreted in accordance with the laws of England & Wales without regard to its conflicts of laws. In relation to any legal action or proceedings arising out of or in connection with the Contract ("Proceedings"), each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.
- e. Headings. Headings of paragraphs in the Contract are inserted for convenience only, and are in no way intended to limit or define the scope or interpretation of the Contract.
- f. Waiver. The failure of Supplier at any time to require performance by Customer of any provision hereof is not to affect in any way the full rights of Supplier to require such performance at any time thereafter, nor is the waiver by Supplier of a breach of any provision hereof to be taken or held to be a waiver of the provision itself or any future breach. No waiver shall be effective unless made in writing.
- g. Independent Contractors. The parties are independent contractors, and nothing in the Contract is to be construed to create a partnership, joint venture, or agency relationship between Supplier and Customer.
- h. Severability. If any part, term, or provision of the Contract is held to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over the Contract, the validity of the remaining portions or provisions are not to be affected thereby.
- i. Notices. Any notice given pursuant to the Contract is to be in writing and is to be given by personal service, including nationally recognised overnight courier, or by registered or certified first class mail, return receipt requested, postage prepaid to the addresses set forth on the Order Form, or as changed through written notice to the other party. Notice given by personal service is to be deemed effective on the date it is delivered to the addressee, and notice mailed via post is to be deemed effective on the fifth (5th) business day following its placement in the mail addressed to the addressee. Legal notices to Supplier and Customer shall be sent to the parties as set forth on the Order Form.
- j. Use of Subcontractors. Supplier may, in its sole discretion, subcontract its obligations under the Contract to a Supplier -authorised agent so long as such agent provides services substantially similar to those contracted for under the Contract.
- k. Publicity. Upon execution of the Contract, Supplier shall be permitted to issue a mutually agreed upon press release concerning the Services provided hereunder to Customer. Additionally, Supplier shall be permitted with the prior approval of the Customer, to use the Customer name and logo in its marketing and promotional materials and on its website from time to time and provide such case studies, testimonials, information and references as Supplier may require from time to time and permit Supplier to publicise them at its discretion.
- l. Force Majeure. No party shall be liable for failure to perform or delay in performing all or any part of its obligations under the Contract to the extent that such failure or delay is due to any cause or circumstance reasonably beyond the control of such party including, without limitation, acts of God (including epidemics and pandemics), fire, flood, storms, earthquake, strike or other labour dispute, acts of terrorism, government requirement, civil or military authority, or change in import and/or export controls and regulations. The party affected by such an event shall promptly notify the other party in writing. The party so affected shall take reasonable steps to resume performance with the least possible delay. If the period of delay or non-performance continues for 30 (thirty) days, the party not affected by the Force Majeure Event may terminate the Contract by giving not less than 30 days notice to the affected party, unless the third party carrier gives less notice to the Supplier in which case the Supplier shall provide as much notice as is reasonably possible.
- m. Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Parties may agree and document any variations to the Contract under the 'Special Conditions' section of the MSA which, in the event of conflict, shall precede the respective sections of the Terms dealing with the same subject-matter. Notwithstanding the above, the Supplier reserves the right to change the specification of the Service with prior notice to the Customer to the extent practicable so that the Service conforms to any applicable safety or other statutory requirements, including for compliance with Applicable Laws.
- n. Dispute Resolution. If a dispute arises out of or in connection with the Contract or the performance of any Services, either Party shall give to the other Party written notice of the dispute setting out its nature and full particulars and any relevant supporting evidence or documents. Following service of the notice of the dispute, senior contract managers for both Supplier and Customer shall meet in good faith (within 15 days) to attempt to resolve the dispute. If they are unable resolve the dispute within a further 30 days of the initial meeting following service of notice of the dispute, either Party may escalate the dispute to a more senior director who shall meet promptly to discuss and attempt in good faith to resolve the dispute. If the senior directors of the parties are unable to resolve the dispute within 30 days of meeting, the parties agree to enter into mediation in good faith to settle the dispute, in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR, and the mediation will be initiated by notice referring the dispute to mediation and will commence within 45 days of notice of the mediation unless otherwise agreed by the Parties. Either Party may refer the dispute to the Courts if mediation is unable to resolve the dispute within a reasonable period of time.

Exhibit A - SLA

Support and Maintenance is included in the costs for the first 12 months unless otherwise specified in the Order Form. Following the end of the initial 12 month period, the Customer will pay an annual fee for the maintenance which will be delivered in accordance with this SLA.

Where a fault in the Service is reported by the Customer, the Supplier will respond between the hours of 08:00 am and 5:30 pm from Monday to Thursday, 08:00 am and 4:30 pm Friday.

Optional Out of hours Technical Support is available 24/7.

For lines on the Openreach network, the following service level categories exist. It is up to the Customer to consult the Service Agreement or account manager to verify what service level your lines are currently on.

- Care Level 1: Fault cleared by 23:59 day after next, Monday to Friday, excluding Public and Bank Holiday. For example, report Tuesday, clear Thursday.
- Care Level 2: Fault cleared by 23:59 next, Monday to Saturday, excluding Public and Bank Holidays. For example, report Tuesday, clear Wednesday.
- Care Level 3: Report by 13:00, fault cleared by 23:59 the same day, report after 13:00, clear by 12:59 the next day, seven days a week, including Public and Bank Holidays.
- Care Level 4: Fault cleared within 6 hours, any time of the day, any day of the year.
- If the Supplier agrees to work outside of standard support hours, the Customer will be subject to additional charges listed in the Additional Price List.

If no active maintenance plan exists, the Customer will be subject to additional charges listed in the Additional Price List for maintenance services provided during support hours or out-of-hours once any promotional maintenance period has expired. Maintenance plans are calculated based on the higher of:

- a. The total number of devices the supplier is maintaining
- b. The total number of extensions the supplier is maintaining

If the Customer reports a fault and the Supplier finds that there is not one, or that the Customer has caused the fault, the Supplier may charge the Customer for any work undertaken to discern the reported fault.

Calls relating to Customer services and sales are monitored and recorded by the Supplier. This is carried out for training purposes and to improve the quality of its Customer services. To set in place a repair to a Service Failure in line with the repair Service the Customer has opted for. For standard Service this means by midnight on a Business Day (as defined in section 1, this excludes public and bank holidays) after the day the fault had been reported to the Supplier by the Customer;

Exhibit B - Call Package and Fair Usage Details

The price of the Service shall be the relevant price at the time the Service is in use as determined by the tariff stated in the Service Agreement.

Free calls bundles apply a fair usage policy of monthly minutes to call UK landlines, UK mobiles and UK national non-geographic numbers. Landlines are classed as UK numbers beginning 01 and 02. Mobiles are classed as numbers beginning 07 and provided by any of the networks listed in clause 9.5. National non-geographic numbers are classified as numbers beginning 03. Premium rate numbers and international calls are not included unless specified in the Service Agreement. Premium numbers are classed as numbers that begin 084, 087 and 09. If one of the packages below is selected in the Service Agreement, any calls made above the package shown in the Service Agreement will be chargeable at the rates displayed in the Service Agreement and/or the Suppliers out-of-bundle Rate Card. All prices stated within the Service Agreement are exclusive of VAT, any applicable VAT, import or export duties or other taxes or duties applicable are to be payable by the Customer in addition to any prior payment obligations by the Customer

The Supplier shall be entitled to vary the original tariff stated within the Service Agreement from time to time dependent on extenuating circumstances (please ask one the Supplier's representatives for more details). The Supplier holds a positive obligation to notify the Customer no less than 3-months prior to the charges. Additional services may be included as opt-out products on the Customer's account by the Supplier.

Any UK mobile call bundles include the major mobile networks only, this includes: EE (Orange and T-Mobile); Vodafone; O2; Three.

Any leased line pricing is not confirmed until the order has been placed and confirmed by the Supplier with any relevant third party suppliers. All leased line pricing is built into the costings listed within the Service Agreement but is subject to change if any initial quote is rejected and amended by the third party supplier.

The Supplier reserves the right to change the cost of IT support Services listed within the Contract. Any quoted pricing for IT support is subject to change depending on the Customer's Fair Usage of the Service (please refer to section 7.1.1 of these Terms). The Customer will be given no less than 1-months notice prior to any price change, and as a result will also be provided with the option to terminate their IT support service.

If any instance where the Customer decides to terminate their full Contract with the Supplier, they will be subject to a settlement - please refer to section 22 and/or 23 (dependent on the circumstances) for more details. Please refer to section 11 for the Terms of Payment. Please note that it will be the IT Support Supplier that will notify the Supplier of any price increase, and justification/rationale for such price change.

In any instance where the Supplier may change their prices of service or service description of a mobile bundle due to their supplier's demand, the customer will be granted the option to either pay more, subject themselves to the amended Terms of the Agreement, or take their SIM to another provider.

The Supplier may, from time to time, change the rates on the out-of-bundle Rate Card for specific destinations.

The Customer agrees emergency dongle SIM card activations and usage will be chargeable at the rate displayed on the Additional Price List.

Voice licenses definitions:

Device only license: 250 UK landline (01, 02) minutes shared between all device only licenses, no access to apps. This license is only for shared user access devices, such as conference room phones, hotel room phones, door entry units, and any devices shared between low usage users. This license does not allow hot desking, for hot desking, at least a standard user license per hot desking user is required.

Standard user license: 500 UK minutes per user split equally to landlines (01, 02) and mobiles (07). No non-geo minutes (03, 08, 09) included. Mobile & desktop or MS Teams apps included. Note a common area phone license is required for MS Teams, not included in this user license. Unlimited user license: Fair usage of 1000 UK minutes per user split equally between landlines (01, 02) and mobiles (07). 100 national non-geo minutes (03). Mobile & desktop or MS Teams apps included. Note a common area phone license is required for MS Teams, not included in this user license.

Evalua:

Fair Usage: The Evalua user licence includes up to 10 hours of call transcription per user, per calendar month. This allowance is subject to fair use. Additional transcription requires pre-purchase as per the Additional Price List. Customers will receive notification upon reaching their Evalua transcription limit.

Exhibit C - Maintenance

The Supplier undertakes to provide maintenance services in respect of the equipment upon the terms and conditions of this agreement. This is in line with the terms of clause 24.2 in consideration of the customer's payment for the monthly service charge in accordance with details stated in the Service Agreement.

Unless otherwise specified in the Service Agreement, maintenance will be charged per user or device, whichever is higher, from month 12 onwards.

It is for the customer to pay the monthly service charge for the maintenance service that is payable monthly in advance. Services provided to the customer in addition to the maintenance services are due to be paid by the customer upon presentation of the Suppliers' invoice. Payments outstanding for more than 30 days in relation to an overdue invoice in line with this maintenance agreement entitle the Supplier to suspend its obligation under the maintenance agreement until the overdue amount is settled.

Included within Maintenance Services:

- upon receipt of a request from a Customer, the inspection testing and diagnosing (by attendance on site or remotely) by the Supplier or any fault reporting in an item or Equipment;
- carried out by the Supplier or such repairs, replacement of parts or adjustments as the Supplier shall deem necessary to remedy the said fault. Appropriately qualified engineers will carry the maintenance in question.

The Supplier commits to rectify faults in line with the following hours based upon the agreed Tier of Service detailed in the Service Agreement (this commitment is subject to non-prevention from circumstances outside the supplier control):

- Tier 1: From the hours of 9am and 5pm Monday to Friday (excluding weekends and bank/public holidays);
- Tier 2: From the hours of 9am and 5pm Monday to Friday including weekends and bank/public holiday.

The Supplier will use its reasonable endeavours to ensure that response times to the Customers notification of a fault are not more than:

- 4 working hours if the equipment has failed completely;
- 8 working hours if the equipment has failed partially.

EXCLUSIONS

The Supplier accepts no obligations or liability whatsoever:

- in respect of any defect arising from wilful damage, negligence (including improper storage), abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval;
- sums owing by the Customer to the Supplier remain unsettled;
- where loss is suffered by the Customer due to the Equipment neglecting to perform to its specifications and the failure is based on faults in the service provided by the network provider or broadband service provider;
- In respect of any delay in the execution of any repair;
- In respect of remedying defects in electricity or network supply to the Equipment; defects caused by failures or surges of electrical power; failure of the Equipment due to changes in the electrical supply service or the public network.
- In respect of any defect arising due to circumstances beyond the Supplier's reasonable control including (without limitation) flood, fire, lightning, war, sabotage, civil disturbance or governmental action, import regulations or embargoes.

IT Services

1. INTERPRETATION

1.1 Relationship with General Terms

These IT T&Cs are supplemental to the Circle Cloud March 2026 Terms & Conditions. In the event that the Company provides a service or product not specifically defined in Section 1.2 of this document, the general provisions regarding 'Services,' 'Third Party Services,' and 'Equipment' in the March 2026 Terms & Conditions shall apply to that provision.

1.2 Definitions

Throughout this document:

"Microsoft Licences" refers to the provision, management, and ongoing support of Microsoft 365 and associated software licences. This includes procurement, deployment, upgrades, security patches, compliance management, and ensuring licensing adherence per Microsoft's policies.

"Acronis Security Products" refers to cybersecurity solutions provided by Acronis, including backup and disaster recovery solutions, endpoint protection, secure cloud storage, ransomware protection, vulnerability assessments, and real-time threat monitoring.

"IT Support Services" refers to the comprehensive support and maintenance of IT infrastructure, including troubleshooting, hardware and software management, system updates, network security, disaster recovery planning, remote and on-site assistance, and IT consultancy services for system optimisation.

"IT Equipment Provision" refers to the supply of IT hardware, including but not limited to computers, servers, networking devices, peripherals, and accessories.

Contract. Any quoted pricing for IT support is subject to change depending on the Customer's Fair Usage of the Service (please refer to section 7.1.1 of these Terms). The Customer will be given no less than 1-months notice prior to any price change, and as a result will also be provided with the option to terminate their IT support services.

2. SERVICES PROVIDED

2.1 Future Services and Variations

The Company may, from time to time, introduce new products, software, or service modules. Where such services are added to an Order Form or requested by the Customer in writing, they shall be deemed 'Services' under these Terms and the March 2026 T&Cs, and shall be subject to the same obligations, including payment and usage restrictions, unless otherwise agreed in a specific Service Schedule.

2.2. Product-Specific Specifications.The specific technical details, features, and operational limits of any service (including new IT products or support modules) may be set out in the Company's Documentation or Additional Price List as updated from time to time. The Customer agrees that continued use of a new service following the provision of a Service Description constitutes acceptance of those specific operational terms.

2.3. Microsoft Licences

The Company provides Microsoft 365 licensing services, including procurement, licence management, compliance monitoring, security patching, and ongoing user support.

The Customer acknowledges that Microsoft licences are subject to Microsoft's licensing terms and must be used in accordance with Microsoft's end-user agreements.

The Company will provide continuous updates, security patches, and strategic guidance to ensure compliance with industry best practices and data protection regulations.

2.4. Security Products

The Company supplies and manages cybersecurity solutions for data protection, disaster recovery, and security threat mitigation.

The Customer must implement appropriate internal security measures, including employee awareness training and system monitoring, to complement products and prevent cybersecurity threats.

The Company will provide proactive threat detection, regular security updates, incident response support, and customised reporting as part of the service agreement.

2.5. IT Support Services

IT Support Services may include remote and on-site troubleshooting, proactive system monitoring, security patching, network maintenance, software updates, IT infrastructure management, and strategic IT consultancy services, dependent on the selected package.

Support requests must be submitted through the Company's designated helpdesk, with priority levels assigned based on urgency and impact.

The Customer must call 0333 043 6600 or email support@circle.cloud to raise a support ticket, providing detailed information about the issue.

The Company will endeavour to resolve support issues within agreed Service Level Agreements (SLAs), with escalation paths in place for critical incidents to ensure minimal business disruption. The Company offers additional consultancy and training to help Customers optimise their IT infrastructure, enhance security protocols, and implement best practices for business continuity.

2.6. IT Equipment Provision

The Customer is responsible for ensuring the correct specification of IT equipment required for their business needs and ensuring compatibility with existing infrastructure.

The Company will provide guidance on compatibility, performance, and suitability but does not guarantee the effectiveness of the equipment in all environments.

3. SERVICE LEVEL AGREEMENT (SLA)

3.1. Response and Resolution Times

- Priority 1 (Critical) - Complete system failure or major business impact preventing operations. Response time: 1 hour. Resolution target: 4 hours.
- Priority 2 (High) - Significant impact on business operations but partial functionality remains. Response time: 2 hours. Resolution target: 8 hours.
- Priority 3 (Medium) - Limited impact with workarounds available. Response time: 4 hours. Resolution target: 2 business days.
- Priority 4 (Low) - General requests, routine maintenance, minor issues, or system enhancements. Response time: 8 hours. Resolution target: 5 business days.

3.2. Support Availability

Standard support hours: Monday - Friday, 08:30 - 17:00 GMT (excluding UK public holidays). Out-of-hours support is available for Priority 1 and 2 issues upon request and may be subject to additional charges.

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