

Datasharp Legacy Terms & Conditions

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CONNECTIVITY

Terms and Conditions for the Provision of Connectivity Products and Services

1. Definitions

The meanings of various terms set out in the agreement are:

- a. **“Act”** the Communications Act 2003 and any amendments to the Act which may be made from time to time.
- b. **“Agreement”** these terms and conditions together with the Contract Information embody the whole agreement between Datasharp and the Customer for the provision of Connectivity Services.
- c. **“Agreement Term”** the minimum period of the agreement set out on the Contract Information which must be at least 12 months.
- d. **“Allowances”** Refers to any bundled (either limited or unlimited) services included as part of the monthly service charge.
- e. **“Analogue Line”** Copper telephone line used to carry voice and data services
- f. **“Call”** Communication or conversation by telephone or softphone
- g. **“Connectivity”** the provision of SIP, Internet Access, WAN, MPLS, Point to Point, Cloud Services, Fixed Landlines and Inbound Calls.
- h. **“Contract Information”** the Contract Information setting out details of Service required to be ordered by the Customer.
- i. **“Customer Equipment”** any communications apparatus owned, hired or housed by the Customer
- j. **“Customer”** The company, business or person specified on the Contract Information
- k. **“Datasharp”** Datasharp UK Limited, its employees and agents
- l. **“EFM”** Datasharp Ethernet First Mile Service
- m. **“EoFTTC”** Datasharp Ethernet over Fibre to the Cabinet Service
- n. **“Fair Usage Policy”** Refers to the policy of the Network Partner of any free minutes or broadband download allowance which can be consumed within a given time frame.
- o. **“Fibre”** Datasharp Ethernet Service including MPLS, Leased Line, Point to Point, EoFTTC and EFM
- p. **“Hosted Services”** A division of Datasharp’s Connectivity portfolio encompassing SIP, Internet Access, WAN and Cloud Services
- q. **“Internet”** the global network connecting a variety of information databases
- r. **“IP”** Internet Protocol
- s. **“LAN”** Local Area Network
- t. **“Network Partner”** Any supplier of Services to Datasharp

- u. “Network Services”** A division of Datasharp’s Connectivity portfolio encompassing Fixed Landlines and Inbound Calls.
- v. “RPI”** Retail Price Index as provided by Office of National Statistics
- w. “Service Charge”** the monthly/quarterly charge for Service Rental and any included call bundles
- x. “Service Equipment”** the equipment relating to the service including handsets, routers and any other equipment supplied by Datasharp for the service
- y. “Service Level agreement”** the Service Level agreement (SLA) is an agreement between Datasharp and the customer. Aspects of the Connectivity Service – quality, availability, responsibilities – are agreed between Datasharp and the customer. The SLA for Products which carry an SLA are detailed in the Datasharp Connectivity Service Level Agreement & Compensation Guide.
- z. “Service”** the provision of Connectivity, Software licences and applications as set out on the Contract Information
- aa. “SIP Trunking”** the connection and termination of calls through an IP infrastructure
- ab. “Start Date”** the date when Service becomes available for use.
- ac. “User licence”** the minimum number of User Licences covered under the Agreement
- ad. “UPS”** An uninterruptible power supply (UPS) is a device that maintains power in the event of a failure. A UPS commonly includes a battery that is kept charged and ready. When power fails, the battery supplies power, as long as it lasts. When the battery fails, a UPS may contain circuitry that triggers an orderly shutdown.
- ae. “Voice”** the provision of a Voice Service over the internet or Fixed Landlines with the functionality of making and receiving telephone calls
- af. “VoIP”** VoIP (Voice over Internet Protocol) is a technology that lets users make and receive phone calls over the Internet instead of the traditional landline Public Switched Telephone Network (PSTN.)
- ag. “WAN”** Wide Area Network

2. Contact Details and How to Contact Us

- a.** We’re ready to help and can be contacted by phone, e-mail and in writing.
 - i) For general enquiries and for customer assistance during working hours please contact us by phone on 01872 266666. Our working hours are Monday – Thursday 9.00am-5.30pm and Friday 9.00am-5pm.
 - ii) For general enquiries please e-mail hello@datasharp.co.uk
 - iii) For after-sales and maintenance queries please contact our account management team by phone on 01872 266666.
 - iv) To write to us, please address your letter to Datasharp UK Ltd, Woodlands Court, Truro Business Park, Threemilestone, Truro, TR4 9NH.
- b.** Registered in England and Wales No. 1807741. VAT reg. 337 0626 65.

3. Datasharp Connectivity Services Offered

When placing an order with Datasharp, the Products and Services requested by the customer will be detailed on the Contract Information and Contract Summary. Acceptance of both documents and acceptance of these terms and conditions are required by the customer before Datasharp can fulfil an order request.

4. Complaint Handling

- a.** Providing excellent customer service is one of Datasharp's core values. If one of our customers tells us they are unhappy, we endeavour to resolve this as quickly as possible. In most cases we are confident that we can resolve a complaint over the phone however, if this is not possible and a customer wishes to make a formal complaint, we can be contacted by phone, email or in writing.
- b.** Full details of our Customer Complaints Code and customer rights to refer to the ADR Scheme, which Datasharp is a member of, are detailed on our website [here](#).

5. Compensation

- a.** Datasharp is unable to provide compensation to the customer or to any third party for any indirect, consequential, or incidental loss howsoever arising, or for any loss of revenue, cost savings or profit.
- b.** Datasharp works with many Network Partners of industry leading Connectivity Services to provide robust and reliable Connectivity Products. Some of the Connectivity products are provided with service level agreements (SLA) which set the response time to resolve a fault. In some cases, where an SLA has not been met by our Network Partners, an SLA Credit may be provided.
- c.** Datasharp will pursue an SLA Credit request with our Network Partners once a fault has been resolved, following a request in writing from the customer which must be received within 7 days of the fault closure.
- d.** Datasharp strives to provide the best level of service that we can offer our customers. We recommend resilient products to mitigate the potential impact of a Network or Product Fault. However, faults can still sometimes occur, and we understand that a fault may have a detrimental impact. Where an SLA Credit has not been provided, or where a fault has occurred on a product with no SLA, Datasharp will review the fault and at its sole discretion a goodwill gesture may be provided.
- e.** Full details on the Connectivity products and the available Service Level Agreements are available on our website [here](#).

6. Accessibility

- a.** Datasharp specialises in crafting bespoke solutions for our Business Customers. We recognise and understand that on occasion some customers may need additional help and support when communicating with us, or when using our services. We encourage

customers to speak to our account management team so that we can understand how we can best help. This may involve accessible hardware such as amplified telephones, phones or headsets that are hearing aid compatible or that reduce background noise.

b. We are committed to helping all our customers to communicate easily. We offer the following additional services on request for customers who are vulnerable or who may have a disability:

i) Priority access to receive assistance from our Provisioning Team.

ii) Priority fault repair and assistance from our Support Team.

iii) For customers with hearing loss, access to the Emergency Video Relay also referred to as 999 BSL for Deaf British Sign Language users to contact the emergency services via a BSL interpreter. This service is free of charge for our customers and will allow the users of the service to dial 999 to make and receive calls to the Police, Ambulance, Fire or Coastguard through an app for Apple iOS and Android devices.

iv) Access to the Next Generation Text Service Relay UK for customers who have restricted hearing and/or speech impairment to communicate with others through their telephone or textphone equipment or other devices such as PCs and tablets. Calls to the Relay UK numbers 18000, 18001 and 18002 are free of charge for our customers. To contact Emergency Organizations customers can dial 999 by using the Relay UK app, or by calling 18000 on the phone's dialler.

v) Access to Free directory enquiries for customers that have registered for the service with the Directory Enquiries registration team. Once registered, customers can call 195 to access the service where an operator answering the call will look up the number. If required, the operator can connect the customer to the number. These calls are free of charge for our customers.

vi) If a customer has difficulty reading an invoice and would like the invoice in a different format such as large print. We request that customers let us know so we can do our best to help.

vii) Customers may need help to manage their account and can nominate a third-party contact to be named on their account to deal with all aspects of the account on behalf of the customer, without the third party becoming liable for the services. If this is required, we request that this is confirmed to us in writing by our customers.

7. Provision of Service

Datasharp shall provide Services and Service Equipment as set out on the Contract Information from the start date, subject to and on the terms and conditions of this Datasharp shall have the right to refuse to connect any Customer.

8. Duration

a. The Agreement shall come into force from the Start Date, the Agreement Term is set out on the Contract Information. The Agreement shall continue beyond the Agreement Term until either party to the Agreement terminates the Agreement as set out in Clause

22 a.

b. For all 8×8 Services, the Agreement will renew for a new Agreement Term at the expiration of the original Agreement Term subject to the customer's express consent. An End of Contract Notification will be supplied to the customer 60 days prior to the expiration of the Agreement Term to provide sufficient notice for the customer to consider whether renewal for a new Agreement Term is required. At this stage, the following will happen:

i) If the customer wishes to renew, the order details will be provided by Contract Information for the customer to review and to express their consent to proceed. The customer must sign the Contract Information to give their consent for the new Agreement Term to commence.

ii) If the customer does not wish to renew, the customer may terminate their 8×8 agreement by providing at least 30 days' notice in writing.

iii) As the customer's express consent is required for a contract to renew, if no response is received from the customer during the period of between 60 and 30 days prior to the Agreement Term, and the customer does not consent to a new Agreement Term, then; Datasharp reserves the right to provide termination notice to the customer as set out in Clause 22 a. to stop the renewal of the contract.

9. Conditions for the Use of the Service – the Customer agrees to the following conditions of use:

a. To comply with the Act and all other relevant legislation and licences

b. Not to use the Service in any way that is deemed unlawful or fraudulent or has any unlawful or fraudulent purpose or effect

c. Not to send or procure the sending of any unsolicited advertising or promotional material other than in the case of the Customer to its own Customers

d. To use the Service in accordance with any terms and conditions notified by Datasharp or a Network Partner from time to time

e. Not to use the Service to communicate any material that is offensive, abusive, obscene, pornographic, menacing, or for hoax calls to the emergency services, nor to use the Service for any fraudulent or otherwise criminal activity

f. To maintain all Service Equipment in good working order, which conforms to any standards for equipment set out by Datasharp and/or by legislation

g. Datasharp has the right to disconnect any Customer Equipment that it has not approved, in particular where it may cause personal injury or death, or where it may damage or impair the operation of the Service

h. Datasharp has the right to reasonable access to the Customer's premises where required for the performance of its duties.

i. The Customer will co-operate with Datasharp's reasonable requests for information regarding the Customer's use of the Service and supply such information without delay

j. To ensure that there is suitable Connectivity at each site

- k.** Not to use the Service in a way that in Datasharp's reasonable opinion could affect the experience of other users on the network, more specifically heavy download users affecting the performance of the network. In extreme circumstances, Datasharp reserves the right to ask the Customer to leave. A heavy user is currently defined by Datasharp as anyone downloading or uploading more than 100GB per calendar month.
- l.** The Service is subject to a sufficient existing LAN infrastructure to support the proposed solution. Datasharp will not accept any responsibility for loss of service due to any fault or security breach as a result of LAN issues or insufficient network security measures.
- m.** It is the Customer's responsibility to ensure all security and Quality of Service mechanisms are in place within the LAN to ensure there is reduced impact on the voice quality.
- n.** It is the responsibility of the Customer to ensure that all passwords used for accessing the Service are kept secure at all times.
- o.** Datasharp can only provide support on products and services that are supplied by Datasharp.
- p.** Telephone numbers provided by the Network Partner remain in the ownership of the Network Partner.
- q.** Datasharp will endeavour to ensure that the Customer is able to keep its telephone number throughout the period of this agreement. The Network Partner reserves the right to change the numbers at its sole discretion, Datasharp will give reasonable notice of such changes.
- r.** In cases where the telephone number and area code does not match the service address, the 999 Emergency Services may not be able to determine the Customer's address from the telephone number. It is the Customer's responsibility to inform Datasharp if the installation address changes.
- s.** Connectivity is subject to the availability of Service to the premises.
- t.** Calls that are forwarded are chargeable and are not included in any free minute plans. Forwarded calls will be charged at the destination rate specified in the standard sell rate tariff as published by Datasharp.
- u.** Any usage allowance provided as part of a bundle is subject to a fair usage policy and must be used in month; any unused allowance does not roll over into the next month or billing period and any unused allowance shall be forfeit. Calls made to destinations not included within the bundle will be chargeable at the rate specified in the standard sell tariff as published by Datasharp. Additionally, once all bundled minutes have been utilised then any further calls will be chargeable at the rate specified in the standard sell tariff as published by Datasharp.
- v.** The fair usage policy for the GM SIP Trunk Local/National/Mobile service is as follows: The total number of calls per channel from a SIP account shall not exceed 5,000 minutes per month to 01/02/03 number's terminations & 2000 minutes per channel per month to the UK Mobile Network Operators of Vodafone, EE, H3G & O2. In addition,

calls to numbers beginning 03 shall not exceed 15% of the total calls on that channel. Any channels exceeding that limit will be subject to a per minute price for the total minutes generated from that SIP account according to the standard sell rate tariff as published by Datasharp. Datasharp reserves the right to disconnect any endpoint where usage is deemed illegitimate or excessive in terms of standard use and in line with the Fair Usage Policy.

w. The fair usage policy for the Voiceflex Bundled SIP Trunk service is as follows: Included calls to 01,02,03 & Mobile carriers Vodafone, EE, 3&O2 and all mobile ranges owned by the companies for calls delivered in the United Kingdom. Max amount outbound calls 75%. The service is not to be used for outbound call centres, or for dialler traffic, an outbound call centre is deemed to be a company making more than 75% outbound calls. Any company found to be breaking the 25/75% rule will be informed within 14 days of the end of the month, if no action is taken within 14 days of the action being reported, the SIP trunk service will be moved to our standard SIP trunk product with calls being chargeable according to the standard sell rate tariff. The Fair Usage Policy, is applied so that Users who carry out normal inbound/outbound calling activity, based upon our average statistical analysis, will not be charged for any UK National (01,02,03) or UK Mainland Mobile (EE, Vodafone, O2, Three) minutes. Datasharp reserves the right to switch customers with excessive call volume (e.g., Telemarketers, Dialler's etc.) to a more appropriate tariff at any time in line with the Fair Usage Policy. Calls to, including but not limited to redirect services, Wi Fi services (fw charge codes), Channel Islands and the Isle of Man are not included in any bundled minutes.

x. The fair usage policy for the 8x8 X Series service is as follows: Included calls to the destinations specified within the Contract Information. 8x8 Services shall be solely for reasonable business use, which, for the X Services plans means three times the average monthly usage of such services by all 8x8 customers. The Network Partner reserves the right to restrict or disconnect the 8x8 X Series service where usage is deemed illegitimate or excessive in terms of standard use and in line with the Fair Usage Policy.

y. Rented hardware, including but not limited to handsets, remains the property of Datasharp or the Supplier of such equipment. Rented hardware must be returned to Datasharp or to Datasharp's Network Partners when the Service has been cancelled. Datasharp will confirm the return or collection details during the cease process of a Service that includes rented hardware. If rented hardware is not returned, or if collection is not made possible then charges may be applied to cover the cost of the rented hardware.

z. Datasharp cannot be held responsible for any degradation in voice call quality or call failure as a result of utilising the same network for voice and data and/or a third-party internet connection. Datasharp shall fully co-operate with the Customer to investigate the cause of any degradation in voice call quality or call failure on the core equipment,

however, it is the responsibility of the Customer to liaise with their own third-party Internet Connection and Internet Connection Equipment providers directly.

10. Provisions of Connectivity Service

a. Datasharp shall provide or procure the provision of the Service to the Customer in accordance with the terms of this Agreement. The Customer acknowledges that it is technically impracticable to provide a fault free Service and Datasharp does not undertake to do so.

b. The provision of the Service to the Customer will be subject to the suitability of the Customer's Connectivity. Datasharp may determine that it is not possible to supply the Service over the Customer's Internet Access. Where this is the case Datasharp may be unable to fulfil the Order and Datasharp will not incur any liability.

c. The Customer acknowledges that during the installation of the Customer Equipment for the provision of the Service, the Customer Access Connection may suffer a temporary loss of telephone service, and /or interference to any other Access Connection services, which shall be reinstated following installation. Datasharp will not be liable for any loss, interruption, or interference during installation. The Customer also acknowledges that any telephone socket extensions that are incorrectly wired may be disconnected during installation, without liability to Datasharp.

d. Occasionally Datasharp and/or Network Partners may have to interrupt the Service or change the technical specification of the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency. In these circumstances where possible Datasharp will give notice to the Customer of any such interruption however, the Customer shall have no claim against Datasharp for any such interruption.

e. Except as otherwise expressly permitted under this Agreement, the Customer may not:

- i) modify the Service without Datasharp's prior written consent
- ii) redistribute, copy, or use the Service, or transfer rights to the use of the Service to any third party
- iii) disclose details of the Service, to any third party without Datasharp's prior written consent
- iv) use the Service except in conjunction with Datasharp's recommended operating guidelines

f. Datasharp shall use its reasonable endeavours to comply with the Customer's reasonable requests in respect of installation but Datasharp & The Network Partners' decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Customer Equipment shall be final and binding.

g. Datasharp shall use all reasonable endeavours, where required to do so, to provide and install or procure the provision and installation of the Customer Equipment at the Site so that the Service can be provided on or before any installation date specified or agreed to by Datasharp. Any installation date is an estimate only and Datasharp shall

not be liable for any failure to meet such installation date.

h. Installation of the Service may be subject to a survey carried out by Datasharp or a Network Partner and the Service may not be provided where the survey carried out, is incomplete or where applicable access must be granted for the site survey, if access is refused a failed appointment charge may apply.

i. Where a survey is conducted, there may be excess construction charges identified and these would need to be paid by the Customer in order to progress with the Service installation.

j. The Customer accepts that the Service is rate adaptive and will run at the most reliable speed available. Speed can be affected by external conditions.

k. The Customer accepts that peak and sustained throughput rates may be reduced by contention within the network.

11. Emergency Services

a. Services provided by Datasharp allow access to Emergency Organisations by dialling 999, 111 or 112. Customers can also dial 999 by using the Relay UK app, or by calling 18000 on the phone's dialler to make emergency service calls.

b. In common with other communications systems with the exception of Analogue Lines, access to Emergency Organisations when using a VoIP Outbound Call Service such as a Hosted or SIP service will not be possible in the event of a power failure, or failure of the Internet Access connection.

c. Access to emergency services is possible using an Analogue Line in the event of power or Internet Access failure, providing an analogue phone is attached to the Analogue Line. For all VoIP Services supplied by Datasharp, it is recommended that a UPS device (Uninterrupted Power Supply) is installed to provide continuity of service for a minimum of one hour in the event of a power failure to enable calls to Emergency Services. If such a UPS device is not in place, Datasharp will quote for a UPS device and will supply a UPS device if the quote is accepted by the customer.

d. It is also recommended that a separate telephony service is available such as a mobile phone to facilitate calls to Emergency Organisations in the event of Internet Access disruption and/or a power failure.

e. Datasharp registers the fixed address of Customer with emergency services at inception of the Agreement. If, however, a telephone is used as a nomadic service, the Customer should inform Datasharp of any change of address, or location relating to individual numbers.

12. Support Cover

a. Datasharp shall provide support at the installation address for the Service Equipment and Services shown on this Agreement

b. Datasharp will use its reasonable endeavours to respond to fault reports received in normal working hours (9.00am to 5.00pm), Monday to Friday, except Bank Holidays.

i) For Customers who have ordered Additional Care Levels, the different working hours and response times apply as per the Contract Information.

ii) For Fibre Services, technical support is available 24/7/365 by telephoning 01872 266666. The target fix time is 6-8 hours depending on the network partner.

iii) For 8x8 and iPECS Cloud Services, technical support is available 24/7/365 with a 4 hour response time by telephoning 01872 266666.

c. Datasharp will arrange for technical support to contact the Customer and institute remedial action, where necessary, through remote investigation, subject to connectivity.

d. Technical support for the Service is available by either telephoning 01872 266666, or during normal working hours only by sending an email to support@datasharp.co.uk or by raising a ticket via the Autotask Customer Portal.

e. The following are not covered within this Agreement:

i) Cabling, wiring, or any other equipment not supplied under this Agreement.

ii) Maintenance required as a result of the Customer's failure to follow instructions or recommendations issued by Datasharp, neglect or other misuse.

iii) Support required as a result of repairs or modifications to the Service Equipment not carried out by Datasharp.

iv) Support required as a result of damage caused by Force Majeure and any reason outside its control or responsibility, including, but not limited to, failure of power supplies, power surges, internet failure, computer viruses, the failure of the Network Partner to provide the network capacity or the failure of equipment supplied by any third-party telecommunications operator, on which it was reliant for the purposes of this Agreement.

v. Any degradation of Service, affecting either voice or user management that is likely to be caused by issues associated with the Customer's own supplied hardware and software will not be supported

f. Where it is found that support is required as a result of e) i to v above, Datasharp will charge the Customer for any such work at Datasharp's normal rates.

13. Customer Obligations

a. To allow the installation and use of the Customer Equipment at the Site, the Customer will at the Customer's own expense:

i) obtain all necessary consents, including consents for any necessary alterations to buildings.

ii) take up or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers, as Datasharp or Network Partner advises are necessary, and carry out afterwards any making good or decorator's work required.

iii) provide any electricity and connection points required by Datasharp or Network Partner.

iv) the criteria must be completed in advance of any installation work.

- b.** Any Service Equipment not purchased outright, such as, NTE's, ONT's, managed devices shall remain the property of Datasharp or the supplier of such equipment. Datasharp may modify, substitute, renew or add to the service equipment from time to time at its absolute discretion.
- c.** The Customer shall at their own expense provide a suitable location and environmental conditions for the Service Equipment and all necessary electrical and other installations and fittings.
- d.** A secure electricity supply is required at the premises for the installation, operation and maintenance of the Service Equipment. Unless otherwise agreed, this power supply is to be provided by the Customer. Datasharp shall not be responsible for interruption or failure of the Service caused by a failure of such power supply.
- e.** Any Service Equipment connected to, or used with, the Service must be connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment. Any equipment which is attached (directly or indirectly) to the Service must be technically compatible with the Service and approved for that purpose under any relevant legislation or telecommunications industry standards.
- f.** To enable Datasharp to carry out its obligations under this Agreement, the Customer will at all reasonable times provide Datasharp, and anyone acting on Datasharp's behalf including Network Partners, who may produce a valid identity card, with access to any Site and any other premises outside of Datasharp's control. Datasharp will normally only require access during its usual working hours but may, on reasonable notice, require the Customer to provide access at other times. Datasharp may agree to work outside its usual working hours, but the Customer must pay Datasharp's additional charges for doing so. These charges are available on request.
- g.** If, through no fault of Datasharp, Datasharp is unable to carry out an installation at, or gain access to, the Site or the installation is aborted, Datasharp will notify the Customer nominated contact and may raise an abortive visit charge.
- h.** The Customer is responsible for ensuring the Customer nominated contact is available at the installation address during the entirety of the appointed time slot.
- i.** The Customer must provide in excess of 1 working days' notice to change the Customer nominated contact.
- j.** Where this Agreement or the Service is terminated for any reason, Datasharp or the Network Partner shall be entitled to enter the Site to remove the Service Equipment installed there.
- k.** The Customer undertakes:
- i) to comply with all instructions Datasharp may notify to the Customer for use of the Service Equipment
 - ii) not to allow the Service Equipment to be repaired or maintained other than by an authorised representative of Datasharp
 - iii) not to damage the Service Equipment and not to add, modify or in any way

interfere with the performance of the Service Equipment

iv) not to attempt to sell the Service Equipment

v) not to remove any identification mark affixed to the Service Equipment showing that it is the property of Datasharp or other third-party supplier of such equipment.

l. The Customer may be responsible to pay for the repair, maintenance and/or replacement of any Service Equipment used in order to obtain or use the Service

m. Some Service Equipment, when specified by Datasharp, must be returned to Datasharp or Datasharp's Network Partners at the Customers cost.

n. The Customer confirms that all information provided in any applicable survey is complete and accurate.

o. To ensure the network requirements are met for supporting the Service – this includes, but is not limited to, ensuring the LAN/WAN infrastructure is suitable and that Network Firewall requirements are met.

14. Suspension of Service

Datasharp, in its absolute discretion, has the right to suspend the provision of Service and associated support cover, without notice and without compensation in the event of the following:

a. The Customer is in serious breach of the terms of this Agreement. Failure to pay Datasharp by the due date is considered to be a serious breach of this Agreement.

b. Datasharp believes that the Service is being used unlawfully or fraudulently

c. Datasharp believes that the Service is being used for the purposes set out in section 4e.

d. Datasharp is required to comply with an order, instruction, or request from Central or Local Government, the emergency services or other relevant administrative body.

15. Technical Limitations of the Service

The Customer acknowledges and accepts the following technical limits relating to the Service:

a. Internet Access is subject to the availability of Service to the premises.

b. Internet Access products such as Business Broadband are subject to rate-adaption where upload and download speeds are dependent on distance from the exchange, contention, and atmospheric conditions and may vary without notice to the Customer.

c. Rate adaptation on Internet Access products such as Business Broadband can occur several times a day.

d. In the case of any rate adaptive product, throughput guarantees will relate only to the actual rated speed of an individual connection, not any implied speed of service.

16. Invoicing, Pricing and Payment

a. The Customer shall be invoiced monthly or quarterly depending on the Service by Datasharp.

- b.** Services will be invoiced one month in advance of the service being provided; Calls will be invoiced in arrears. The first invoice will include pro rata rental charges from the date the service was live in addition to the one month in advance rental charges.
- c.** The charge of the Service will be set out on the Contract Information.
- d.** The standard prices of Network Services are set out in Datasharp's Standard price lists at datasharp.co.uk/billing.
- e.** Datasharp may increase the Service Charge each fiscal year based on the highest percentage of either:
- i) the previous December rate of Inflation Measure RPI Published by Office of National Statistics, or
 - ii) by 5%.
- f.** Datasharp has the right to amend the service charges from time to time, by giving no less than 30 days' notice. In particular, Datasharp may at any time amend the charges where its own suppliers or Network Partners have increased their charges. Any change will be published on the online billing platform at datasharp.co.uk/billing or notified in writing by email or letter.
- g.** Datasharp has the right to amend any and all call rates in the price list available via the WebAbility portal including minimum call charge or call connection charge from time to time, by giving no less than 30 days' notice. Any changes will be published on Datasharp's Standard Call Price List at www.datasharp.co.uk/billing or notified in writing by email or letter.
- h.** The charges for the Service invoiced to the Customer shall be calculated by reference to data logged by or on behalf of Datasharp, and not by reference to any data logged by the Customer.
- i.** Datasharp may also make an additional charge (on the basis of additional charges detailed in Datasharp's Price List), on its own behalf or on behalf of Network Partners in circumstances where:
- i) incorrect information was supplied by the Customer meaning it is technically impractical to provide the Service.
 - ii) it is necessary to relocate the existing telephone master socket to provide the Service.
 - iii) Datasharp or Network Partner are unable to gain access to the Site to carry out installation or repair work of the Service or the appointment is aborted.
 - iv) Datasharp or Network Partner provide the support to the Customer outside its normal support times in supply of the Service.
 - v) a fault relates to equipment other than the supplied Service Equipment.
 - vi) damage/wear and tear to Service Equipment is caused by the Customer or Third Parties.
- j.** Value Added Tax (VAT) will be added to all Charges at the applicable rate.
- k.** The Customer must access its invoices via Datasharp's online billing platform at datasharp.co.uk/billing. Under special circumstances Datasharp can provide invoices

as attachments to emails.

l. Invoices must be paid within 14 days of the date of the invoice.

m. At any time during this Agreement, should the Customer fail to settle an invoice by the date due, then Datasharp reserves the right to restrict any and all Services it provides to the Customer. Should Services be restricted in this way, Datasharp will require the Customer to immediately settle all outstanding invoices. Datasharp must be able to confirm receipt of payment for outstanding invoices before Service restrictions can be removed.

n. At any time during this Agreement, should the Customer fail to settle an invoice by the date due, following due warning beforehand, then Datasharp reserves the right to restrict the Service concerned that it provides to the Customer.

i) Should the Service be restricted in this way, Datasharp will require the Customer to immediately settle all outstanding invoices for that service. Datasharp must be able to confirm receipt of payment for outstanding invoices before Service restrictions can be removed.

ii) Should payment not be received within 10 working days from the Service being restricted, Datasharp reserves the right to cease the service with immediate effect.

iii) If Datasharp is unable to obtain payment from the Customer a claim will be filed with HM Courts & Tribunal Services and a County Court Judgement (CCJ) will be made against the Customer. The cost of the County Court Judgement will be added to the outstanding debt.

o. The Customer is advised to pay the invoices by Direct Debit, the Direct Debit will usually be taken between the 24th day and 30th day of each month.

p. Datasharp may charge a £30 administration charge each calendar month in which there is a late payment of an invoice. This is in addition to any late payment that attracts commercial debt interest or charges levied on any balances.

q. Datasharp shall be entitled to add debt collection charges and interest in accordance with Late Payment of Commercial Debts (Interest) Act 1998.

r. The Customer agrees to pay the invoices in full without the set off of any amounts.

s. If the Customer disputes an invoice, it shall notify Datasharp in writing or by email to provisioning@datasharp.co.uk giving its reasons. The Customer agrees that it is not entitled to withhold payment:

i) of any amount not in dispute

ii) on the grounds that the Customer has a dispute with Datasharp

iii) of any amount which is the subject of fraud or suspected fraud by Customer's end users or third parties

t. The Customer agrees that any dispute relating to an invoice (including the calculation of any amounts payable) must be notified to Datasharp within 6 months of the date of the invoice – the Customer shall not be entitled to any credit or refund relating to disputes raised after the expiry of this period. If any amounts remain in dispute, such amounts shall not be included in the calculation of progress against the minimum

commitment or stretch commitment.

u. Any promotional price agreed at the start of the Agreement for the provision of the Service shall revert to the standard price list or as stipulated on the Agreement or as advertised once the promotional period has ended unless otherwise specified.

v. Datasharp may invoice the Customer, and require payment, for one off charges, relating to the order in advance of the Start Date.

17. Intellectual Property Rights

a. The Customer acknowledges that the Customer shall have no rights to any Intellectual Property rights arising as a result of any use of the Service.

b. Any and all Intellectual Property rights used or embodied in or in connection with the Service shall be and remain the sole property of Datasharp or Datasharp's licensors. No title or Intellectual Property rights therein or in any modification or extension thereof shall pass to the Customer unless specifically stated under the Agreement.

c. The Customer acknowledges such title, interest and rights and the Customer shall not take any action to jeopardise, limit or interfere in any manner with Datasharp's (or any third-party suppliers') title, interests or rights with respect to the Service, including but not limited to, using Datasharp's or Network Partner's trademarks or trade name.

d. Where software is provided to enable the Customer to use the Service, Datasharp grants the Customer, for the duration of this Agreement, a non-exclusive, non-transferable license to use the software for that purpose.

18. Liability

a. Datasharp's liability in contract, tort or otherwise is limited to the lower of the annual charges in this contract or to £5,000 in any one incident and £5,000 in total. This liability relates solely to the performance of Datasharp's obligations in the Agreement.

b. Datasharp shall not be liable to the Customer for any breach of any provision of this Agreement caused by Force Majeure and any reason outside its control or responsibility, including, but not limited to, failure of power supplies, power surges, internet failure, computer viruses, the failure of the Network Partner to provide the network capacity or the failure of equipment supplied by any third party telecommunications operator, on which it was reliant for the purposes of this Agreement.

c. Datasharp shall not in any event be liable to the Customer or any third party for any indirect, consequential, or incidental loss or other damages howsoever arising, or for any loss of revenue, cost savings or profit. The Customer shall indemnify Datasharp against any claims and expenses arising out of any situation.

d. Datasharp shall not be liable to the Customer for any delay in either providing a Start Date to the Customer or any other reason for delay in connection.

e. Nothing in this Agreement shall restrict Datasharp's liability for death or personal injury resulting from the negligence of Datasharp or of its employees while performing

their duties on behalf of Datasharp.

f. The Customer shall indemnify Datasharp against all liabilities, claims, damages, losses, and expenses arising from the use of the Service by the Customer that are in breach of this Agreement.

g. In the event of loss of service, due to issues beyond the control of Datasharp, such as LAN issues, Datasharp or other Network partners shall not be liable.

19. Toll Fraud

a. Datasharp does not accept liability for breaches of the Services system, nor any call charges that might arise from such a breach.

b. It is the Customer's responsibility to ensure the security of their Service and Service Equipment.

20. Warranties

The Service will be provided without warranty or representation of any kind, whether express or implied, Datasharp disclaims and excludes all such warranties and representations including without limitation any warranty or representation that the Service is free of defects, of satisfactory quality, fit for a particular purpose or non-infringing of third-party rights. The Customer accepts all risks and liabilities associated with the use of the Service.

21. Assignment

a. Datasharp may assign or delegate any rights under this Agreement

b. The Customer may only assign or delegate its rights or obligations under this Agreement with the prior written consent of Datasharp

22. Termination

a. Either party may terminate the Agreement by giving a minimum of 30 days net monthly written notice (unless otherwise stated, and for Fibre Services the written notice period is 90 days) to the other Party; after the end of the Agreement Term, or at any stage thereafter. Where such notice is given, it should be communicated by email to provisioning@datasharp.co.uk

b. A cessation charge will apply to Internet Access and SIP Services.

c. This Agreement may be terminated immediately by Datasharp in writing:

i) if there is a material or persistent breach of the terms of this Agreement by the Customer. In cases where Datasharp believes that the breach is capable of remedy then a period of 14 days may be given to remedy the breach.

ii) in the event that a receiver, liquidator or trustee in bankruptcy is appointed in respect of the Customer for the whole or part of the business, or where the Customer enters into an arrangement with its creditors, or where any proceedings to wind up the Customer have commenced.

iii) in the event that any license required to operate is revoked, significantly amended, ceases to be valid or a Network Partner ceases to provide the Services required for this Agreement

d. The Customer may cancel this Agreement prior to the Start Date by giving written notice but will be required to pay any reasonable charges that Datasharp has incurred to date, including any Service Equipment and Services purchased by Datasharp before the cancellation date and any cancellation penalty incurred by Datasharp from its Network Partners.

e. Where the Customer terminates this Agreement before the end of the Agreement Term, the Customer agrees to pay Datasharp compensation equivalent to the whole of the Service Charge to the end of the Agreement Term and 35% of the normal call charges. The normal call charges shall be calculated using the average daily rate from the last 3 complete months call spend.

f. Datasharp will do all it can to rectify a Network fault.

i) If after all remedial measures have been taken with the Network Partner to resolve a Network Fault to the Customers service, Datasharp may offer to take further remedial measures which includes changing the Internet Connection or Voice Service to a replacement suitable product or to an alternative Network Partner.

ii) Following the implementation of all possible remedial measures, if the Network fault persists or if the customer is unhappy with the Service, Datasharp at its sole discretion reserves the right to waive the early termination charges should the customer wish to terminate their Agreement.

g. Upon termination of this Agreement the Customer shall immediately stop using the Service and the Customer's right to use the Service shall immediately terminate.

h. Upon termination of this Agreement, the Customer shall no longer be entitled to benefit from any bundled allowances contained within the Service.

i. Upon termination or cancellation of this Agreement by either party, Datasharp will invoice all Services to the termination date including any notice period.

23. Confidentiality

a. The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Agreement or the Service and will not without the written consent of the other party disclose that information to any third party, except as required for the provision of the Service or as required by Government bodies.

b. Clause 23 a. will not apply to:

i) any information, which has been published other than through a breach in this Agreement.

ii) information lawfully in the possession of the recipient before the disclosure under this Agreement took place.

- iii) information obtained from a third party who is free to disclose it; and
- c. Clause 23 a. will remain in effect for 2 years after the termination of this Agreement.

24. Data Protection

- a. Datasharp and the Customer each agree to comply with the respective obligations under applicable data protection legislation and maintain all relevant registrations, including (in relation to the Customer) such registrations and consents as the Customer should obtain and maintain to enable Datasharp to process personal data in connection with the performance by Datasharp of its obligations under this Agreement.
- b. The Customer agrees that Datasharp may put their name and other details obtained from the Contract Information into a computerised directory for internal use and to enable Datasharp to provide the Service.
- c. Datasharp is registered under the Data Protection Act 2018. Your data will be held in strict accordance with the applicable Data Protection laws.
- d. Any and all data supplied by the Customer is held in accordance with Datasharp's current Privacy Policy available at datasharp.co.uk.

25. Call Recording

Datasharp may record telephone conversations and may use these recordings for ongoing training, quality control purposes or for any other queries.

26. Legal

- a. This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.
- b. Implied Terms shall be excluded to the fullest extent permitted by law
- c. Datasharp reserves the right to vary the clauses of these terms & conditions, from time to time, via its online billing service at www.datasharp.co.uk/billing.
- d. Any Director or representative of the Customer will be deemed to be an authorised signatory and thereby guarantee the Customer's acceptance of its obligations under this Agreement.
- e. Failure of either party to exercise or enforce any right within this agreement shall not be deemed to be a waiver of such right.

IT PRODUCTS AND SERVICES

Terms and Conditions for the Provision of IT Products and Services

1. Definitions

The meanings of various terms set out in the Agreement are:

- a. “Agreement”** these terms and conditions together with the Contract embody the whole agreement between Datasharp and the Customer for the provision of IT Products and Services.
- b. “Agreement Term”** the minimum period of the agreement set out on the Contract.
- c. “Contract”** the document detailing the products, services and pricing to which these terms and conditions refer.
- d. “Customer”** the business, Sole Trader, Limited Company, Public Limited Company, Partnership, Limited Liability Partnership or not for profit organisation specified on the Contract Information.
- e. “Datasharp”** Datasharp UK Limited, the employees of Datasharp or its agents.
- f. “Products and Services”** the Products and Services shown on the Contract.
- g. “Start Date”** the date on which the Products and Services are available to the Customer.

2. Support Cover

- a.** Support is available 09.00 to 17.00 Monday to Friday, excluding public bank holidays.
- b.** Support is to ensure the Products and Services are available for use by the Customer.
- c.** Following receipt of a Customer Support Request, Datasharp will raise and manage the support request with the Manufacturer on behalf of the Customer.
- d.** Product Support does not include any onsite support.

3. Variation in quantity of Products and Services

- a.** Products and Services cannot be reduced in quantity, but can be increased, during the Agreement Term. All additional Products and Services will be charged from the date the Products and Services are activated.
- b.** The Customer is required to raise a ticket on the client portal or email support@datasharp.co.uk detailing the addition that is required.

4. Duration

The Agreement Term is stated on the Contract. The Customer will be advised of the Start Date which will take effect from the activation of the initial Products and Services. The Agreement will continue thereafter until terminated by either party giving a minimum of 30 days written notice of termination, prior to the anniversary of the Agreement. If the customer has committed any breach of this Agreement, Datasharp will notify the customer of the breach in writing, Datasharp may immediately terminate this Agreement if the breach has not been remedied within 14 days.

5. Customer's Obligations

The Customer agrees to the following conditions:

- a.** To keep the Products and Services in environmental conditions recommended by the manufacturer.
- b.** To use the Products and Services in accordance with the instructions and recommendations issued by the manufacturer and/or Datasharp.
- c.** Not to allow anyone other than Datasharp to adjust, maintain, repair, replace or remove any part of the Products or Services.

6. Suspension of Service

Datasharp shall not be obliged to provide any service under this Agreement if any payment relating to this Agreement is overdue.

7. Invoicing and Payment

- a.** Monthly invoices will be issued to the Customer.
- b.** The Products and Services charges may be increased subject to the Customer being provided with 30 days notice.
- c.** Payments of invoices shall be made in full without set off of any amounts.
- d.** Unless by prior agreement with Datasharp, the Customer agrees to pay Datasharp the monthly invoice in full by direct debit.

8. Liability

- a.** Datasharp shall not be liable to the customer for any breach of any provision of this Agreement caused by Force Majeure and any reason outside its control or responsibility
- b.** Datasharp shall not in any event be liable to the Customer or any third party for any direct, indirect, consequential or incidental loss of revenue or profit or other damages howsoever arising.
- c.** Datasharp shall not be liable for any delay in the execution of any work under this Agreement howsoever caused.
- d.** Datasharp shall not be held liable for any issues caused to a Customer's network resulting from the installation of software.

9. Assignment

- a. Datasharp may assign or delegate any of its rights or obligations under this Agreement
- b. The Customer may assign or delegate any of its rights or obligations under this Agreement by notifying Datasharp in advance.

10. Health and Safety

The Customer shall be liable for the health and safety of Datasharp's employees, providing training if applicable, and shall indemnify Datasharp for any harm caused to Datasharp's employees when on the Customer site as per the Installation Address on the Contract to deliver and install the Products and Services. Datasharp's employees shall use all reasonable endeavours to observe any of the Customer's relevant health and safety rules and regulations and any other reasonable security requirements of which Datasharp has been notified by the Customer or which Datasharp's employees are advised of whilst at the Customer site.

11. Data Protection

- a. Datasharp and the Customer each agree to comply with the respective obligations under applicable data protection legislation and maintain all relevant registrations, including (in relation to the Customer) such registrations and consents as the Customer should obtain and maintain to enable Datasharp to process personal data in connection with the performance by Datasharp of its obligations under this Agreement.
- b. The Customer agrees that Datasharp may put their name and other details obtained from the Contract Information into a computerised directory for internal use and to enable Datasharp to provide the Service.
- c. Datasharp is registered under the Data Protection Act 2018. Your data will be held in strict accordance with the applicable Data Protection laws.
- d. Any and all data supplied by the Customers is held in accordance with Datasharp's current Privacy Policy available at datasharp.co.uk.

12. Legal

- a. This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.
- b. Implied terms shall be excluded to the fullest extent permitted by law
- c. Datasharp reserves the right to vary the clauses of these terms & conditions, from time to time, by giving a minimum of 30 days notice.
- d. If either party is affected by Force Majeure (material circumstances beyond reasonable control of that party) it shall immediately notify the other party in full of the nature and extent of the circumstances. Notwithstanding the other provisions of this Agreement neither party shall be deemed to be in breach of this Agreement or liable as a result of the Force Where Datasharp has claimed force majeure in respect of the supply of goods or services, the Customer may choose to obtain support services from

another party.

e. Any director or representative of the Customer will be deemed to be its authorised signatory and thereby guarantee the Customer's acceptance of its obligations under this Agreement.

f. Failure of either party to exercise or enforce any right within this Agreement shall not be deemed to be a waiver of such right.

13. Call Recording

We may record telephone conversations and we may use these recordings for ongoing training, quality control purposes or for any other queries.

IT SUPPORT

Terms and Conditions for the Provision of IT Products and Services

1. Definitions

The meanings of various terms set out in the Agreement are:

- a. “Agreement”** these terms and conditions together with the Contract embody the whole agreement between Datasharp and the Customer for the provision of IT Products and Services.
- b. “Agreement Term”** the minimum period of the agreement set out on the Contract.
- c. “Contract”** the document detailing the products, services and pricing to which these terms and conditions refer.
- d. “Customer”** the business, Sole Trader, Limited Company, Public Limited Company, Partnership, Limited Liability Partnership or not for profit organisation specified on the Contract Information.
- e. “Datasharp”** Datasharp UK Limited, the employees of Datasharp or its agents.
- f. “Products and Services”** the Products and Services shown on the Contract.
- g. “Start Date”** the date on which the Products and Services are available to the Customer.

2. Support Cover

- a.** Support is available 09.00 to 17.00 Monday to Friday, excluding public bank holidays.
- b.** Support is to ensure the Products and Services are available for use by the Customer.
- c.** Following receipt of a Customer Support Request, Datasharp will raise and manage the support request with the Manufacturer on behalf of the Customer.
- d.** Product Support does not include any onsite support.

3. Variation in quantity of Products and Services

- a.** Products and Services cannot be reduced in quantity, but can be increased, during the Agreement Term. All additional Products and Services will be charged from the date the Products and Services are activated.
- b.** The Customer is required to raise a ticket on the client portal or email support@datasharp.co.uk detailing the addition that is required.

4. Duration

The Agreement Term is stated on the Contract. The Customer will be advised of the Start Date which will take effect from the activation of the initial Products and Services. The Agreement will continue thereafter until terminated by either party giving a minimum of 30 days written notice of termination, prior to the anniversary of the Agreement. If the customer has committed any breach of this Agreement, Datasharp will notify the customer of the breach in writing, Datasharp may immediately terminate this Agreement if the breach has not been remedied within 14 days.

5. Customer's Obligations

The Customer agrees to the following conditions:

- a.** To keep the Products and Services in environmental conditions recommended by the manufacturer.
- b.** To use the Products and Services in accordance with the instructions and recommendations issued by the manufacturer and/or Datasharp.
- c.** Not to allow anyone other than Datasharp to adjust, maintain, repair, replace or remove any part of the Products or Services.

6. Suspension of Service

Datasharp shall not be obliged to provide any service under this Agreement if any payment relating to this Agreement is overdue.

7. Invoicing and Payment

- a.** Monthly invoices will be issued to the Customer.
- b.** The Products and Services charges may be increased subject to the Customer being provided with 30 days notice.
- c.** Payments of invoices shall be made in full without set off of any amounts.
- d.** Unless by prior agreement with Datasharp, the Customer agrees to pay Datasharp the monthly invoice in full by direct debit.

8. Liability

- a.** Datasharp shall not be liable to the customer for any breach of any provision of this Agreement caused by Force Majeure and any reason outside its control or responsibility
- b.** Datasharp shall not in any event be liable to the Customer or any third party for any direct, indirect, consequential or incidental loss of revenue or profit or other damages howsoever arising.
- c.** Datasharp shall not be liable for any delay in the execution of any work under this Agreement howsoever caused.
- d.** Datasharp shall not be held liable for any issues caused to a Customer's network resulting from the installation of software.

9. Assignment

- a. Datasharp may assign or delegate any of its rights or obligations under this Agreement
- b. The Customer may assign or delegate any of its rights or obligations under this Agreement by notifying Datasharp in advance.

10. Health and Safety

The Customer shall be liable for the health and safety of Datasharp's employees, providing training if applicable, and shall indemnify Datasharp for any harm caused to Datasharp's employees when on the Customer site as per the Installation Address on the Contract to deliver and install the Products and Services. Datasharp's employees shall use all reasonable endeavours to observe any of the Customer's relevant health and safety rules and regulations and any other reasonable security requirements of which Datasharp has been notified by the Customer or which Datasharp's employees are advised of whilst at the Customer site.

11. Data Protection

- a. Datasharp and the Customer each agree to comply with the respective obligations under applicable data protection legislation and maintain all relevant registrations, including (in relation to the Customer) such registrations and consents as the Customer should obtain and maintain to enable Datasharp to process personal data in connection with the performance by Datasharp of its obligations under this Agreement.
- b. The Customer agrees that Datasharp may put their name and other details obtained from the Contract Information into a computerised directory for internal use and to enable Datasharp to provide the Service.
- c. Datasharp is registered under the Data Protection Act 2018. Your data will be held in strict accordance with the applicable Data Protection laws.
- d. Any and all data supplied by the Customers is held in accordance with Datasharp's current Privacy Policy available at datasharp.co.uk.

12. Legal

- a. This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.
- b. Implied terms shall be excluded to the fullest extent permitted by law
- c. Datasharp reserves the right to vary the clauses of these terms & conditions, from time to time, by giving a minimum of 30 days notice.
- d. If either party is affected by Force Majeure (material circumstances beyond reasonable control of that party) it shall immediately notify the other party in full of the nature and extent of the circumstances. Notwithstanding the other provisions of this Agreement neither party shall be deemed to be in breach of this Agreement or liable as a result of the Force Where Datasharp has claimed force majeure in respect of the supply of goods or services, the Customer may choose to obtain support services from

another party.

e. Any director or representative of the Customer will be deemed to be its authorised signatory and thereby guarantee the Customer's acceptance of its obligations under this Agreement.

f. Failure of either party to exercise or enforce any right within this Agreement shall not be deemed to be a waiver of such right.

13. Call Recording

We may record telephone conversations and we may use these recordings for ongoing training, quality control purposes or for any other queries.

PRODUCTS AND LABOUR

Terms and Conditions for the Provision of Products and Labour.

1. Definitions

The meanings of various terms set out in the Agreement are:

- a. “Agreement”** these terms and conditions together with the Contract embody the whole agreement between Datasharp and the Customer for the provision of IT Products and Services.
- b. “Agreement Term”** the minimum period of the agreement set out on the Contract.
- c. “Contract”** the document detailing the products, services and pricing to which these terms and conditions refer.
- d. “Customer”** the business, Sole Trader, Limited Company, Public Limited Company, Partnership, Limited Liability Partnership or not for profit organisation specified on the Contract Information.
- e. “Datasharp”** Datasharp UK Limited, the employees of Datasharp or its agents.
- f. “Products and Labour”** the products and Labour shown on the Contract.

2. Contract

- a.** Any quotation set out on the Contract may be withdrawn or amended by Datasharp at any time by notice to the Customer. The Customer shall ensure that its Contract is complete and accurate.
- b.** By signing the Contract, the Customer guarantees acceptance of its obligations under the Contract. No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Datasharp unless in writing and signed by a Director of Datasharp. Datasharp reserves the right not to accept a Customer’s Contract.
- c.** All lease transactions will only be accepted if a lease acceptance has been received from the lease company, all lease documentation has been fully and accurately completed, and any special terms of the lease have been complied with.
- d.** In the event of cancellation by the Customer of any Contract, Datasharp will be entitled to charge a cancellation fee of 100% of the value of the Products and Labour if the Products and Labour have been ordered from Datasharp’s suppliers, in addition to the price of any work carried out by Datasharp up to the date of cancellation.
- e.** Datasharp may assign or delegate any of its rights or obligations under this Agreement.
- f.** All necessary information required that is relevant to the design of the solution should be supplied by the Customer to Datasharp.

3. Delivery and Installation

- a.** Datasharp shall provide the Products and Labour specified on the Contract and ensure that the Products are fully operational on installation.
- b.** Risk of loss or damage to the Products shall pass to the Customer on delivery.
- c.** The Customer shall be responsible for preparing the Installation Address for the delivery and installation of the Products and Labour and for the provision of all necessary access and facilities reasonably required to deliver and install the Products and Labour and provide training if applicable. If Datasharp is prevented from carrying out delivery, installation or training on the specified date because no such preparation has been carried out, Datasharp may levy additional charges to recover its loss arising from this event.

4. Support

- a.** This Contract does not confer any rights or obligations for support of the Customer's Products. It is the Customer's responsibility to enter into a Support Agreement with a qualified and competent maintainer. Datasharp UK Limited recommends that all Customers enter into such an agreement for maintenance cover.
- b.** Datasharp UK Limited will only accept responsibility for supporting the Products following the Customer signing and paying for a Datasharp Support Agreement detailing the Products. All rights and obligations for support will be included within the Support Agreement.
- c.** In the event that there is a fault with the Products and the Products are under warranty from their manufacturer, Datasharp will liaise with the manufacturer to request the Products are repaired under the warranty.

5. Payment

- a.** The Customer may be subject to a credit check by Datasharp.
- b.** A deposit may be required and is detailed on the Contract.
- c.** Deposit Payment and Final Balance Payment is due according to the invoice payment terms.
- d.** Datasharp reserves the right to add interest and debt collection charges to overdue amounts.
- e.** The Customer agrees to pay all invoices in full without the set off of any amounts.

6. Title

- a.** Title to Products delivered shall not pass to the Customer until the Customer has paid in full all that it owes to Datasharp. Until payment is received the Customer may have possession of the Products as bailee for Datasharp and shall store them in such a way as to enable them to be identified as the property of Datasharp.
- b.** Datasharp reserves the right to repossess any Products in respect of which payment

is overdue and for this purpose the Customer hereby grants an irrevocable right and licence to Datasharp to enter upon all or any of its premises during normal business hours. This right shall continue to subsist notwithstanding determination of the contract for any reason and is without prejudice to any accrued rights of Datasharp hereunder or otherwise.

7. Liability

- a.** Datasharp shall not be liable to the Customer for any breach of any provision of the Products and Labour on the Contract caused by Force Majeure and any reason outside its control or responsibility nor shall Datasharp be liable for the failure of products and Labour supplied by any third party on which it was reliant for the purposes of the supply of the Products and Labour.
- b.** Datasharp shall not in any event be liable to the Customer or any third party for any direct, indirect, consequential or incidental loss of revenue or profit or other damages howsoever arising.
- c.** Datasharp shall not be liable for any delay in the execution of any work under the Contract howsoever caused.
- d.** Datasharp shall not be liable for any cost to the Customer that occurs as a result of unauthorised usage of the Products.
- e.** In any instance where third party Labour, other than those supplied by Datasharp, are also involved in the provision of a solution Datasharp shall not be liable for their successful provision and operation.

8. Health and Safety

The Customer shall be liable for the health and safety of Datasharp's employees, providing training if applicable, and shall indemnify Datasharp for any harm caused to Datasharp's employees when on the Customer site as per the Installation Address on the Contract to deliver and install the Products and Labour. Datasharp's employees shall use all reasonable endeavours to observe any of the Customer's relevant health and safety rules and regulations and any other reasonable security requirements of which Datasharp has been notified by the Customer or which Datasharp's employees are advised of whilst at the Customer site.

9. Data Protection

- a.** Datasharp and the Customer each agree to comply with the respective obligations under applicable data protection legislation and maintain all relevant registrations, including (in relation to the Customer) such registrations and consents as the Customer should obtain and maintain to enable Datasharp to process personal data in connection with the performance by Datasharp of its obligations under this Agreement.
- b.** The Customer agrees that Datasharp may put their name and other details obtained from the Contract Information into a computerised directory for internal use and to

enable Datasharp to provide the Service.

- c. Datasharp is registered under the Data Protection Act 2018. Your data will be held in strict accordance with the applicable Data Protection laws.
- d. Any and all data supplied by the Customer is held in accordance with Datasharp's current Privacy Policy available at datasharp.co.uk.

10. Legal

- a. This Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.
- b. Implied terms shall be excluded to the fullest extent permitted by law.
- c. If either party is affected by Force Majeure (material circumstances beyond reasonable control of that party) it shall immediately notify the other party in full of the nature and extent of the circumstances. Notwithstanding the other provisions of this Agreement neither party shall be deemed to be in breach of this Agreement or liable as a result of the Force Majeure. Where Datasharp has claimed force majeure in respect of the supply of Products or Labour, the Customer may choose to obtain products and Labour from another party.
- d. Any director or representative of the Customer will be deemed to be its authorised signatory and thereby guarantee the Customer's acceptance of its obligations under this Agreement.
- e. Failure of either party to exercise or enforce any right within this Agreement shall not be deemed to be a waiver of such right.

11. Call Recording

Datasharp may record telephone conversations and may use these recordings for ongoing training, quality control purposes or for any other queries.

TELECOMS SUPPORT

Terms and Conditions for the Provision of Telecoms Support

1. Definitions

The meanings of various terms set out in the Agreement are:

- a. **“Agreement”** these terms and conditions together with the Contract embody the whole agreement between Datasharp and the Customer for the provision of IT Products and Services.
- b. **“Agreement Term”** the minimum period of the agreement set out on the Contract.
- c. **“Contract”** the document detailing the products, services and pricing to which these terms and conditions refer.
- d. **“Customer”** the business, Sole Trader, Limited Company, Public Limited Company, Partnership, Limited Liability Partnership or not for profit organisation specified on the Contract Information.
- e. **“Datasharp”** Datasharp UK Limited, the employees of Datasharp or its agents.
- f. **“Product”** the product or products shown on the Contract.
- g. **“Start Date”** the date on which the support is available to the Customer.

2. Provision of Telecoms Product Support

Datasharp shall provide maintenance support at the installation address for the Product shown on this Agreement in accordance with the Customer’s maintenance cover option. Datasharp will provide without further charge all repairs and replacements to Product necessitated by fair wear and tear, faulty workmanship or faulty materials.

Maintenance Cover Options

Standard Cover: Datasharp will use its reasonable endeavours to respond within 8 working hours to a request for maintenance service received in Working Hours.

Datasharp will either arrange for a service engineer to visit the Customer’s site or institute remedial action via remote interrogation. (Standard Cover: 09.00 to 17.00 Monday to Friday, excluding public bank holidays.)

Emergency Cover: Datasharp will use its reasonable endeavours to respond within 4 hours to a request for maintenance service received at any time. Datasharp will either arrange for a service engineer to visit the Customer’s site or institute remedial action via remote interrogation. (Emergency Cover: 24 hours a day, 7 days a week, including public bank holidays.)

Exclusions

The following are not covered within this Agreement:

- a.** Cabling, wiring or any other Product not supplied under this Agreement.
- b.** Maintenance required as a result of the Customer's failure to follow instructions or recommendations issued by the Manufacturer or Datasharp, neglect or other misuse.
- c.** Maintenance required as a result of repairs, modifications, changes to the Customer's network, network programming or additions to the Product not carried out by Datasharp.
- d.** Maintenance required as a result of damage caused by Force Majeure, failures of electrical power, power surges, computer viruses or other reasons beyond Datasharp's control
- e.** Product not supplied by Datasharp unless specifically stated.
- f.** Software updates, enhancements, manufacturer fixes are covered by a separate Agreement.

Duration

The Start Date and Agreement Term of the Agreement is stated on the Contract. The Agreement will continue thereafter until terminated by either party giving a minimum of 30 days written notice of termination, prior to the anniversary of the Agreement. If the customer has committed any breach of this Agreement, Datasharp will notify the customer of the breach in writing, Datasharp may immediately terminate this Agreement if the breach has not been remedied within 14 days.

Customer's Obligations

The Customer agrees to the following conditions:

- a.** To keep the Product in environmental conditions recommended by the manufacturer.
- b.** To use the Product in accordance with the instructions and recommendations issued by the manufacturer and/or Datasharp.
- c.** Not to allow anyone other than Datasharp to adjust, maintain, repair, replace or remove any part of the Product or wiring.
- d.** Not to allow anyone other than Datasharp to carry out any programming work on the telephone system unless authorised by Datasharp.
- e.** Not to move the Product from its present location in the premises shown on the Contract without obtaining Datasharp's prior written approval. To allow Datasharp the reasonable right to access to the premises shown on the Contract where required for the performance of its duties.

Suspension of Service

Datasharp shall not be obliged to provide any service under this Agreement if any payment relating to this Agreement is overdue.

Invoicing and Payment

- a.** Invoices will be issued to the Customer as per the frequency stated on the Contract by Datasharp.
- b.** The maintenance charge for the first year is set out on the Contract.
- c.** The maintenance charge will increase by 5% per annum on the annual renewal date.
- d.** Where the Customer purchases additional Product an additional charge for support will be made for the period to the next annual renewal date and the next annual support charge will be increased accordingly.
- e.** The Customer agrees to pay the invoice by the anniversary date where the payment schedule is on an annual basis.
- f.** The Customer shall pay invoices for work carried out which is not as a result of fair wear and tear, faulty workmanship or faulty materials with payment terms.
- g.** Payments of invoices shall be made in full without set off of any amounts.
- h.** Where the Customer terminates the Agreement early before the Agreement Term end date then the Customer agrees to pay Datasharp compensation to the equivalent of the charge to the end of the Agreement Term. The invoice will be issued irrespective of any pre arranged payment instalments or terms.

Liability

- a.** Datasharp shall not be liable to the customer for any breach of any provision of this Agreement caused by Force Majeure and any reason outside its control or responsibility, including, but not limited to failure of power supplies, power surges, internet failure, computer viruses, the failure of the Network Carrier to provide the network capacity or the failure of Product supplied by any third party telecommunications operator, on which it was reliant for the purposes of this Agreement.
- b.** Datasharp shall not in any event be liable to the Customer or any third party for any direct, indirect, consequential or incidental loss of revenue or profit or other damages howsoever arising.
- c.** Datasharp shall not be liable for any delay in the execution of any work under this Agreement howsoever caused.
- d.** Datasharp shall not be held liable for any issues caused to a customer's network resulting from the installation of software.

Assignment

- a.** Datasharp may assign or delegate any of its rights or obligations under this Agreement.

b. The Customer may assign or delegate any of its rights or obligations under this Agreement by notifying Datasharp in advance.

Health and Safety

The Customer shall be liable for the health and safety of Datasharp's employees, providing training if applicable, and shall indemnify Datasharp for any harm caused to Datasharp's employees when on the Customer site as per the Installation Address on the Contract to deliver and install the Products and Services. Datasharp's employees shall use all reasonable endeavours to observe any of the Customer's relevant health and safety rules and regulations and any other reasonable security requirements of which Datasharp has been notified by the Customer or which Datasharp's employees are advised of whilst at the Customer site.

Data Protection

a. Datasharp and the Customer each agree to comply with the respective obligations under applicable data protection legislation and maintain all relevant registrations, including (in relation to the Customer) such registrations and consents as the Customer should obtain and maintain to enable Datasharp to process personal data in connection with the performance by Datasharp of its obligations under this Agreement.

b. The Customer agrees that Datasharp may put their name and other details obtained from the Contract Information into a computerised directory for internal use and to enable Datasharp to provide the Service.

c. Datasharp is registered under the Data Protection Act 2018. Your data will be held in strict accordance with the applicable Data Protection laws.

d. Any and all data supplied by the Customer is held in accordance with Datasharp's current Privacy Policy available at datasharp.co.uk.

Legal

a. This Agreement is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

b. Implied terms shall be excluded to the fullest extent permitted by law.

c. Datasharp reserves the right to vary the clauses of these terms & conditions, from time to time, by giving a minimum of 30 days notice.

d. If either party is affected by Force Majeure (material circumstances beyond reasonable control of that party) it shall immediately notify the other party in full of the nature and extent of the circumstances. Notwithstanding the other provisions of this Agreement neither party shall be deemed to be in breach of this Agreement or liable as a result of the Force Majeure. Where

Datasharp has claimed force majeure in respect of the supply of goods or services, the Customer may choose to obtain support services from another party.

- e. Any director or representative of the Customer will be deemed to be its authorised signatory and thereby guarantee the Customer's acceptance of its obligations under this Agreement.
- f. Failure of either party to exercise or enforce any right within this Agreement shall not be deemed to be a waiver of such right.

Call Recording

We may record telephone conversations and we may use these recordings for ongoing training, quality control purposes or for any other queries.