



4G Terms and Conditions

Convergence (Group Networks) Limited,
One Cranmore,
Cranmore Drive,
Shirley, Solihull.
B90 4RZ.

TABLE OF CONTENTS

Term of the Agreement, Agreement Date & Signatures	3
Section A – Service Conditions	4
1. DEFINITIONS AND SCOPE OF THE SERVICE	4
2. COMMENCEMENT AND TERM.....	6
3. STANDARD OF SERVICE	6
4. RE-SIGNS	7
5. USE OF THE SERVICES	7
6. EQUIPMENT.....	9
7. WARRANTY AND INSURANCE.....	10
8. MOBILE SERVICES	10
Section B - Commercial Terms	11
9. PAYMENT AND CHARGES	11
10. SERVICE CREDITS	11
11. LOCATIONS.....	11
12. VARIATIONS.....	11
13. RISK AND OWNERSHIP.....	12
14. CONFIDENTIALITY.....	12
15. ANTI-BRIBERY	13
16. DATA PROTECTION.....	13
17. FORCE MAJEURE	15
18. INSURANCE.....	15
19. INTELLECTUAL PROPERTY RIGHTS	15
20. LIMIT OF LIABILITY.....	16
21. MODERN SLAVERY & HUMAN TRAFFICKING.....	17
22. SUSPENSION.....	17
23. ENDING THIS AGREEMENT	18
24. DISPUTE RESOLUTION.....	19
25. GENERAL	20
Schedule 1 - Service Description.....	21

Term of the Agreement, Agreement Date & Signatures

The Agreement shall commence on **XX/XX/20XX** and subject to the terms contained herein, shall continue for the Minimum Term and then remain in force until terminated in accordance with clause 23 (Ending This Agreement) of this Agreement.

Invoicing for the term will be in accordance with clause 9 (Payment and Charges)

Agreed on behalf of

XXXXX a company registered in England and Wales under company number **XXXXX** “The Customer / You /Your”

By (Name)

Signature

Date

Whose registered address is:-

XXXXX

Agreed on behalf of

Convergence (Group Networks) Limited “Convergence/We/Us/Our”

By (Name)

Signature

Date

Whose registered address is:-

One Cranmore
Cranmore Drive
Shirley
Solihull
B90 4RZ
United Kingdom

Section A – Service Conditions

1. Definitions and Scope of the Service

- a. We will provide the 4G Service (“Service”) as defined in these terms and conditions, Schedule 1 (Service Description) and as agreed between the parties to meet or exceed the relevant Support Targets for the Service.
- b. The headings in this Agreement do not affect its interpretation.
- c. References in the Agreement:
 - i. To a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time;
 - ii. To a “person” includes any company (as defined in Section 1 Companies Act 2006), firm, body corporate or corporation (as defined in Section 1173(1) Companies Act 2006) or person, partnership or organisation;
 - iii. To a party includes its respective successors and permitted assignees and their respective employees and agents;
 - iv. To any word in the singular includes the plural and vice versa;
 - v. To the words ‘include’, ‘including’, ‘for example’ or ‘such as’ are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
 - vi. To a third person or third party is a reference to a person who is not party to the Agreement; and
 - vii. To clauses, paragraphs and schedules are to clauses, paragraphs and schedules in this Agreement, except where the context otherwise requires.
- d. Each Agreement will incorporate the following documents by reference and in the event of any inconsistencies between the documents, the applicable order of precedence shall be:
 - i. these terms and conditions;
 - ii. the Service Description(s);
 - iii. the customer order form(s) which include the related Service Charges; and
 - iv. any other document referred to within these terms and conditions.
- e. Unless otherwise agreed, the Agreement for a 4G Service will auto renew, it will continue to be invoiced on the agreed invoicing frequency basis until You give notice of termination.
- f. In this Agreement, unless the context otherwise requires:

Charges means all monies payable by You to Us under this Agreement including without limitation any:

- i. monthly or periodic charges to access the Services (“Subscription Charges”);
- ii. variable charges for voice, data and text usage and any other Services and other non-recurring charges (“Usage Charges”);
- iii. lump sum termination charges applicable in the circumstances set out within clause 23 (“Termination Charges”);
- iv. one off charges for installation of Installed Equipment by Convergence or the Network Operator (“Installation Charges”); and
- v. additional fees for specified administration or account activity (“Additional Charges”), including without limitation the following:
 1. Device unlocking fee,
 2. Inactive Connection fee,
 3. replacement or reconfigured SIM fee, and
 4. suspension lifting fee

Connection means a connection by which You are given access to the Network, including via a SIM that has been configured to attach to the Network, or via any other connection specified in the

Agreement. "ReConnection", "Connect" and "Connected" each have a corresponding meaning. A Connection may (without limitation) be a Connection:

- i. with some inbound or outbound communications activity and which is not an Inactive Connection ("Active Connection");
- ii. which is already Connected at the commencement of this Agreement ("Existing Connection");
- iii. which is Connected under this Agreement over and above the Connections specified in the Order Form, but which is not a ReConnection or transfer or reallocation of a Connection between Users ("Future New Connection"); or
- iv. with no inbound or outbound communications traffic in any consecutive 3 month period ("Inactive Connection").

Customer Equipment any equipment and/or software used by You which is not provided by Us or the Network Operator.

Device any mobile or wireless device, handset, USB drive, data card, memory card or other equipment incorporating a SIM, or tablet (which may or may not incorporate a SIM), provided by Us or the Network Operator for use in connection with the Services.

Disconnect removal of access to the Network of a Connection. "Disconnection" and "Disconnected" shall have a corresponding meaning.

eSIM means a profile that is downloaded onto a virtual subscriber identity module embedded in a compatible Device.

Equipment the Devices and Installed Equipment (both of which may contain Software) set out in the schedules and any other equipment, including SIMs, that may be supplied by Us or the Network Operator to enable You to access the Services as agreed between the parties from time to time.

Force Majeure Event means any cause preventing Us, the Network Operator, Our suppliers or subcontractors from performing any or all of Our obligations under this Agreement which arises from or is attributable to events beyond Our reasonable control, including, without limitation, acts of God, acts of governmental or supra-national authority, outbreak of hostilities, national emergency, fault or failure of a communications network, an act of terrorism, riots, civil commotion, fire, explosion or flood;

Intellectual Property Rights means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

Minimum Term the minimum term of this Agreement, as detailed in these terms and conditions.

Minimum Connection Period the minimum period for which You commit to receive a particular Service and (where You have one or more Connections under a Service) to keep each Connection Connected to the Network as detailed in this Agreement or as may be agreed between the parties from time to time.

Minimum Spend the minimum sum that You commit to pay in Charges in relation to a particular Service or Services during the Minimum Term.

Mobile Service means the provision of a voice and/or data wireless communications service provided but not part of the Service Plan.

Network the electronic communications systems by which the Network Operator makes Services available in the United Kingdom and any other type of communications system which may be provided by the Network Operator.

Network Operator means the mobile communication service provider which hosts the mobile Network for the subscribed users.

Roaming a Service Plan Add-On by which You can use a SIM to connect to another network whilst outside of the UK.

Service(s) the service(s) set out in the Initial Order and any other services that may be agreed between the parties from time to time, which may include Solutions, Service Plans and Service Plan Add-Ons and may contain or use Software.

Service Commencement Date the date on which We commence supply of the ordered Service to You.

SIM a subscriber identity module supplied to You by Us or the Network Operator including eSIM.

User You or anyone who is permitted by Us to use the Service(s) under this Agreement.

2. Commencement and Term

- a. You may place an order for 4G Services from Us by issuing an Order Form or via the Convergence Group online portal. The submission of the Order Form is an offer from You to enter into an Agreement with Us for the provision of the Services specified in the order, based on these terms and conditions which incorporate the Service Description. The Agreement for the provision of the Service will be formed and commence when We accept such order. Upon commencement of the Agreement, We shall supply the Service ordered and the Agreement shall continue for the Minimum Term and then continue until the last remaining Service expires or is terminated by either party in accordance with these terms and conditions. You will not be entitled to cancel or amend the Service other than in line with these terms and conditions. Each Agreement so formed shall constitute a separate agreement in its own right.
- b. You are responsible for providing Us with all the information we request that is relevant for the provision of the Service, including information requested as part of the Order Form and to ensure the continuing accuracy and completeness of such information. We will have no responsibility for any failure of, or to provide the Service, which is a result of any failure on Your part to provide accurate and complete information. Failure to provide information as requested may result in delays in the Service commencement and/or extra charges being applied.
- c. The Minimum Term for the Service shall commence on the date that Your account is activated (activation being the date Your first Connection is Connected to the Network) and Charges will be applied across all Connections specified in the Order Form from that date. You will have up to 90 days from the commencement of the Agreement within which to activate Your account after which the Network Operator will otherwise activate Your whole account.
- d. Following completion of the Minimum Term You will continue to be charged for Services at the current Charge rate (subject to any notified or agreed changes) until the last remaining Service expires, is terminated or is amended by either party in accordance with these terms and conditions.

3. Standard of Service

- a. We will use Our reasonable endeavours to provide the Service where technically possible within the range of the base stations that make up the Network Operator's Network, however, We are unable to guarantee a continuous fault-free service and have no obligation to provide any Services outside the range of these base stations.

- b. You acknowledge that, as Network design is an ongoing process, the range of base stations making up the Network Operator's Network may change from time to time, at their discretion, and that at any time the Network may comprise of different technologies. The Services are made available provided the User is in the range of base stations forming part of the relevant technological Network when trying to use that Service. Any coverage maps are the Network Operator's estimate of outdoor coverage and do not guarantee Service coverage which may vary depending on location.
- c. The quality and availability of the Service is also subject to:
 - i. local geography and topography;
 - ii. weather and/or atmospheric conditions;
 - iii. degradation, congestion or maintenance requirements of the Network including but not limited to re-positioning and/or decommissioning of base stations;
 - iv. other physical or electromagnetic obstructions or interference;
 - v. faults in other telecommunication networks to which the Network is connected; and
 - vi. the compatibility of Equipment and/or Customer Equipment used.

4. Re-Signs

- a. All Existing Connections shall be re-signed unless otherwise agreed. Existing Connections not re-signed under this Agreement shall be terminated unless otherwise agreed by Us.
- b. Existing Connections shall start a new Minimum Connection Period from the Commencement Date of the Agreement.
- c. Existing Connections which are re-signed under this Agreement may require a new SIM which must be connected to the Network to ensure continuation of Service.

5. Use Of The Services

- a. You must use and ensure that all Users, at all times, use the Services in accordance with Our Acceptable Use Policy and You agree that We may monitor Your compliance with this policy. You must not use or allow anyone to use the Service:
 - i. To send, store or knowingly receive a communication which is offensive, abusive, indecent, obscene, unlawful or menacing;
 - ii. To cause annoyance, inconvenience, or needless anxiety to anyone as set out in the Communications Act 2003;
 - iii. To send spam or unsolicited communications without the receiver's consent,
 - iv. To violate or infringe the rights of any person;
 - v. In such a manner that will or may impair the operation of the Network or the provision of the Services to You or other users;
 - vi. To knowingly distribute malicious software or permit the hacking or unauthorised modification of any Equipment or Software or the Network;
 - vii. In any way that contravenes Our Intellectual Property Rights, Our Supplier or of the Network Operator or of any third party;
 - viii. In breach of this Agreement; or
 - ix. In breach of any applicable regulatory provisions, laws, codes of conduct and guidelines.
- b. We may at Our discretion suspend the Service and/or terminate the Agreement if You are in breach of clause 5a. You indemnify and hold Us harmless against all liabilities, claims, damages, losses and proceedings arising out of or in any way connected with any use of the Service in contravention of the Acceptable Use Policy or the Law.
- c. You undertake not to re-sell the Service or Equipment or any part thereof to any person other than that specified at the point of order.

- d. You undertake to use the Equipment, Service and Network in accordance with such guidance, conditions and/or instructions as We or the Network Operator may notify in writing to You from time to time and in accordance with the Law. We may from time to time vary the technical and/or operational procedures for use of the Service.
- e. You undertake to co-operate with Our reasonable security and other checks (which may include the Network Operator making calls or sending communications to Users).
- f. You shall inform Us upon becoming aware of any suspected or actual unauthorised use of the Services or Equipment and take all steps necessary, including any steps We request, to prevent such use.
- g. We or the Network Operator may allocate a Password, personal identification code, number or name to You to enable You to use the Service. You must keep such Password or security information safe and confidential and notify Us immediately if any third party becomes aware of it. You must not copy or attempt to copy any smart card or other security device. We reserve the right to change the Password without notice and if We have reason to believe You are in breach of this Clause 5g to invalidate such Password and/or to terminate the Agreement.
- h. We or the Network Operator may (but shall not be obliged) to agree to a request by You to alter a Password. You may be required to pay a charge for such alteration.
- i. We reserve the right (but shall not be obliged) to refuse to provide a Service where You do not maintain adequate security on any equipment on Your premises used to provide the Service.
- j. If the Service requires You to open an account You must complete the registration process by providing Us with current, complete and accurate information as requested from time to time.
- k. You are responsible for the use of the Service (whether authorised or not and whether by You or any other person), including without limitation all Charges incurred and any breaches of this Agreement.
- l. You shall, and shall procure that all Users shall:
 - i. only use Equipment which is authorised by Us or our Network Operator (such authorisation not to be unreasonably withheld) and compatible for use, on the Network;
 - ii. not operate without obtaining prior written consent from Us, whether directly or through a third party, any device to route or re-route voice, data or other Services on, from or to the Network, including without limitation:
 - 1. any GSM Gateway, or
 - 2. any device used to forward or divert calls with the intention of reducing Charges for that call except where a device is supplied by the Network Operator and used in accordance with the Service terms;
 - iii. comply with all licence terms as required from time to time for any Software.
- m. You acknowledge that the Service is not designed to be used in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service or the failure of the Service, could lead to death, personal injury, or severe physical or environmental damage and You agree not to use the Service for any such purpose.
- n. You acknowledge and agree that We have no knowledge of, and accept no responsibility for, the content, quality, value or use of the content, traffic or goods or services provided by You

to third parties in connection with the Service. You should therefore take all reasonable steps to mitigate the risks inherent in the provision of the Service including, but not limited to, data loss.

- o. The Services may enable access to the internet, use of which is solely at Your risk. We have no control over and are not responsible or liable in any way for any content offered by third parties on or through the Services. You agree that You retain responsibility for, and control of, content which You send or pass over the Network.
- p. Use of the Services and Equipment or any content accessed through them in a country other than the UK may be subject to different laws and regulations. You are responsible for ensuring compliance with such laws or regulations and neither We nor the Network Operator are liable for any failure by You or Your Users to do so.
- q. You shall be responsible for implementing Your own data archiving and data back-up processes. You acknowledge that You may be required to restore data from Your back-up to relevant systems to enable a Service to continue to be provided.
- r. You acknowledge and agree that either We or the Network Operator may monitor and record calls or other communications to emergency services and calls or other communications relating to customer services and telemarketing.

6. Equipment

- a. If any Equipment is supplied for use with the Service then:
 - i. You must satisfy Yourself that all Equipment provided for use with the Service is suitable for Your intended purpose and requirements. Certain Services may require specific Equipment and You acknowledge that You may have to purchase certain Equipment to benefit from the full functionality and range of Services.
 - ii. Equipment may be subject to additional terms (such as user manuals and in-box documentation) which You accept by retaining and using such Equipment. If You do not consent to such additional terms You must (at Your own cost) return such Equipment within 7 days of delivery.
 - iii. You must inform Us immediately if You become aware of the loss, theft or damage of any Equipment, and shall remain liable for all Charges incurred by the use of any lost or stolen Equipment until reported to Us. Data on any lost or stolen Equipment is at Your own risk.
 - iv. Either We or the Network Operator may recall, update or have access to the Equipment as reasonably required to enhance or maintain the quality of the Service or to update Software, but will endeavour to minimise any disruption caused to You.
 - v. Notwithstanding clause 5.i.i, You acknowledge that You have carried out Your own investigations as to the suitability of any Customer Equipment used with the Equipment and that We have made no representations or warranties in relation to the suitability of the Equipment for use with the Customer Equipment (or vice versa). You will ensure that any Customer Equipment is compatible with the Network and adheres to any technical parameters and guidelines issued by Us or the Network Operator from time to time.
 - vi. You acknowledge that any support services that We may provide are only provided for the specified Equipment and that We do not provide support for any other equipment (including, without limitation, Customer Equipment).
- b. We shall have no liability whatsoever where any inability to use the Service is due to incompatibility between Customer Equipment and the Equipment or Service, or for any breakdown or failure in Customer Equipment.

7. Warranty and Insurance

- a. We will pass on to You the benefit of any warranty given to Us by the Network Operator or the manufacturer in respect of any of the new Equipment (excluding SIM's) or Software supplied under the Service, where we are able to do so.
- b. SIMs which are defective due to faulty materials or workmanship or require upgrading as part of the Service will be replaced or reconfigured at no charge for the duration of the Agreement. You understand and acknowledge that SIMs have a limited lifespan and may need replacing or reconfiguring from time to time. All other replacements or reconfigurations of SIMs are subject to Your payment of a replacement or reconfigured SIM fee.
- c. You shall notify Us within 14 days of receipt if any device has arrived damaged and/or faulty or if an order has been incorrectly fulfilled. We shall replace such damaged or faulty device with a new Device.
- d. The above warranties are subject to Your (which for the avoidance of doubt includes all Your Users) compliance in all material respects with all relevant licences, specifications, user manuals, any other user guidelines and any manufacturer's conditions specified in any given warranty. We shall not be liable for faults in or malfunction of any Equipment or provided Software where:
 - i. You or the Users have failed to comply with such licences, specifications, manuals, guidelines or conditions; or
 - ii. any alteration, modification or addition has been made to the Equipment or provided Software without Our prior written consent.
- e. You must effect and maintain at Your own expense, suitable public liability and other third party liability insurance in respect of any injury (including death), loss or damage to any persons or property belonging to any third party arising out of or in connection with Your use of the Service, including the storage of any Equipment installed on Your premises.

8. Mobile Services

- a. Each Service and Connection under this Agreement shall remain Connected for its Minimum Connection Period.
- b. All SIMs shall be supplied by the Network Operator pre-Connected. Devices that contain SIMs will be Connected when they are dispatched to You unless otherwise agreed in advance. You must start using SIMs as Active Connections within 30 days of delivery. SIMs supplied as part of a service change or upgrade must be Connected to the Network to ensure continuation of the relevant Service(s). We shall liaise with You to determine at Our discretion whether there is a justifiable reason for You to delay using SIMs. We reserve the right to Disconnect Inactive Connections or to re-allocate these where You request new Connections, to enable the proper management of Inactive Connections. You may request to retain an Inactive Connection however this may be subject to an Inactive Connection fee.
- c. Connections may be provided with access to certain Service Plan Add-Ons enabled, the terms and conditions of which will be supplied with the Add-On.
- d. Where a regulatory authority requires the re-allocation or change of phone numbers, the Network Operator reserves the right (without liability) to change the phone numbers allocated to You to access the Services, but shall use its reasonable endeavours to minimise the disruption caused.
- e. It is Your responsibility to configure at Your own cost any virtual private network not supplied by Us or the Network Operator, which You may use in conjunction with the Services. We do not warrant that any virtual private network not specifically approved for use by Us

will be compatible with the Services and shall bear no liability for any such lack of compatibility.

Section B - Commercial Terms

9. Payment and charges

- a. You must pay all undisputed, validly invoiced Service Charges as agreed and as detailed in the relevant invoice within 30 days of the date of the relevant invoice. If the payment is late due to circumstances that You can control, without prejudice to Our other rights, We may charge interest on any undisputed overdue sums at a rate of 5% per annum above the Bank of England LIBOR on any outstanding amount from the date when payment was due until the date of the actual payment. Interest will continue to accrue even if the Agreement is terminated. We shall be entitled, without prejudice to any other rights We may have, to suspend the Service until such time as all payments due and payable to Us have been paid in full.
- b. We will invoice You monthly in advance for Subscription Charges, monthly in arrears for Usage Charges, and after dispatch for any Equipment ordered from Us. Charges in respect of Services not supplied directly by Us such as (but not limited to) roaming may be invoiced several months in arrears by Us.
- c. We may end this Agreement if You do not pay any undisputed, validly invoiced Service Charge due to Us within the period of 90 days after the relevant due date. You would then have to pay the entire Agreement charge for the Minimum Term as stated in Clause 23d (Ending This Agreement).
- d. Subject to Clause 23d (Ending This Agreement), Upon termination or expiry of this Agreement, You shall pay the entire Agreement charge, plus any charges for work We provide outside this Agreement and Our costs of recovering the charges You owe.
- e. You will notify Us in writing of any disputed invoice within 14 days of the date of such invoice, including the full facts of the dispute. You must pay the undisputed portion of the invoice in accordance with the terms of this Agreement and in good faith co-operate with Us to resolve the dispute. Any sum agreed to have been correctly invoiced will be paid and any sum incorrectly invoiced will be resolved by appropriate credit to Your account (in each case within 7 days of resolution).

10. Service Credits

Service credits are not issued for this Service.

11. Locations

The Services to be provided under this Agreement will be delivered to the premises listed in the Order Form.

12. Variations

- a. The Services We provide under this Agreement will be as defined in these terms and conditions which include the Service Description (Schedule 1), except where You request and We agree to vary the Services to those agreed at the outset of this Agreement, as part of Our Standard Change Control process in place at the time.
- b. Changes requested by You shall become effective upon acceptance by the parties having been agreed in accordance with Our Standard Change Control process.

- c. Minor changes permitted by the Network Operator may be requested by contacting Us. Additional terms and conditions may apply, and Your use will constitute Your acceptance of any such additional terms.
- d. Any changes to Your tariff will take effect from the next billing date provided the change is agreed by the parties more than 10 Working Days prior to that date. Where changes are agreed less than 10 Working Days prior to that date, the Charges will take effect from the following billing date.
- e. We may, by issue of a notice to You (sent by post, email or text message) vary the provisions of this Agreement where such variation is required as a result of:
 - i. any legislation, statutory instrument, government regulation, regulatory requirement or licence; or
 - ii. changes imposed by the Network Operator, or third party manufacturers.
- f. Following completion of the Minimum Term, the Service will be subject to an annual price increase to Charges. For the purposes of this clause, the parties agree that any increase in the Charges do not constitute a material detriment to You.
- g. Subject to clause 23.j, We may also from time to time vary the Charges:
 - i. in line with the RPI; and/or
 - ii. if the Network Operator varies their charges.
- h. Subject to clause 23.j, We may at any time, withdraw any Service or Equipment where We or the Network Operator are either no longer able to provide the Service or Equipment because Our nominated Network Operator no longer provides the Service or Equipment, or where We have decided that the Service or Equipment is no longer suitable to Our business operations, provided We give You at least 60 days' notice of such withdrawal. We shall not be liable to pay any Termination Charges in respect of the relevant Service or Equipment where We exercise Our rights under this clause.

13. Risk and ownership

- a. Subject to clause 13.b, title to any Equipment supplied by Us or the Network Operator on a Charged Basis passes to You once You have paid for such Equipment in full.
- b. Unless otherwise agreed in writing, title and property in any SIMs, Software and Installed Equipment shall remain vested in the Network Operator and You are hereby granted a licence to use any SIMs and any Installed Equipment only for accessing the Services during the term of this Agreement.
- c. All risks in any Equipment, SIM and Software pass to You on delivery (including digital delivery of eSIMs) or, in the case of Installed Equipment, on installation. Any Equipment, SIM or Software returned to Us shall be done so at Your own risk.

14. Confidentiality

- a. For the purposes of this Agreement, 'Confidential Information' includes all information (whether written, oral or in other form) that would be regarded as confidential by a reasonable business person relating to the business, affairs, finances, customers, suppliers, plans, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party, their subsidiaries or group companies. This includes in particular (by way of example only and without limitation) secret formulae, details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of employees and

officers and of the remuneration and other benefits paid to them, and any information which the Receiving Party is aware or should reasonably be aware is, or has been told is, confidential.

- b. Each Party (in this Clause “Receiving Party”) undertakes to the other Party (“Disclosing Party”):
 - i. To keep confidential the Disclosing Party’s information of a confidential nature obtained from the Disclosing Party in discussions leading to the Agreement and subsequently received pursuant to this Agreement (“in this Clause “Confidential Information”); and
 - ii. Not to disclose the Confidential Information in whole or in part to any other person without the Disclosing Party’s written consent, except to the Receiving Party’s employees, agents and sub-contractors involved in the supply or use of the Services (as the case may be) on a confidential and need-to-know basis; and
 - iii. To use the Confidential Information solely in connection with the supply or use of the Services (as the case may be) and not for its own or the benefit of any third party.
- c. You shall not disclose the existence of this Agreement to any third party without the prior written consent of Convergence.
- d. The confidentiality obligations in the above clauses 14(a) and 14(b) will not apply if the Receiving Party is required by court, government or other regulatory body to disclose the Confidential Information, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.
- e. The confidentiality obligations in the above clauses 14(a) and 14(b) will not extend to the Confidential Information which the Receiving Party can prove to the Disclosing Party’s reasonable satisfaction:
 - i. Has ceased to be secret without default of the Receiving Party’s part; or
 - ii. Was already in the Receiving Party’s possession prior to disclosure by the Disclosing Party; orHas been received from a third party who did not acquire it in confidence.
- f. This paragraph shall survive termination of the Agreement or any part of it.

15. Anti-Bribery

Neither You or We will engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK and will have in place and comply with an anti-bribery and anti-corruption policy. If a party breaches this clause the other party will have the right to terminate this Agreement immediately on written notice to the breaching party.

16. Data Protection

- a. Both parties agree that they will at all times comply with their obligations under the current UK Data Protection Legislation (“UK GDPR”), which includes the Data Protection Act 2018 (“DPA”), and all statutory instruments, orders, regulatory requirements, subordinate legislation made pursuant to it or codes of practice governing the processing, including the collection, use, storage and transmission of any personal data required to be processed under this Agreement (which together shall be referred to as the “Data Protection Regulation”).
- b. For the avoidance of doubt, “Data Subject”, “Processor”, “Controller”, “Personal Data”, “Personal Data Breach” and “Processing” shall bear the respective meanings given to them in Data Protection Regulation (and “Process” and “Processes” shall be construed accordingly). The term “Sub-Processor” shall refer to the third party who carries out

Processing when the Processor sub-contracts all or some of the processing to another Processor.

- c. Both parties acknowledge that for the purpose of the Data Protection legislation that We are the Processor of any Personal Data that You provide to us or where You are the Processor, We shall be a Sub-Processor. Unless otherwise required by law, We will process the Personal Data only on the written instructions of the Controller (or in the case where We are a sub-processor, on instructions from You). The data will only be Processed for the purpose of providing the Service. In relation to the above, You acknowledge that, in order for Us to provide the Service, We will also be required to disclose information to the Network Operator and / or telecommunications companies who will supply any element of the Service, who are also compliant with the current Data Protection Regulation. You acknowledge that if we are not permitted to pass on this information then we will not be able to provide the Service purchased.
- d. In addition to clauses a to c above, both parties agree that:
- i. all Personal Data shall be processed lawfully, fairly and in a transparent manner;
 - ii. Personal Data will only be collected for the specified, explicit and legitimate purposes of providing the Services (or otherwise as notified and agreed with You) and not further processed in a manner that is incompatible with those purposes;
 - iii. the Processing of Personal Data shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are Processed;
 - iv. the Personal Data is accurate and kept up to date;
 - v. all Personal Data which is kept in a form which permits identification of Data Subjects shall be retained for no longer than is necessary and for the purposes for which the Personal Data is Processed;
 - vi. no Personal Data will be transferred outside of the UK without appropriate safeguards being in place and the prior Agreement of the Controller;
 - vii. they will promptly notify the other party of any Personal Data Breach;
 - viii. they will provide the other party with any information which the other party may reasonably require to satisfy itself that the obligations under the Data Protection Regulation are being met; and
 - ix. they will ensure that they do not knowingly or negligently do or omit to do anything which places the other party in breach of its obligations under the Data Protection Regulation.
- e. Both parties shall take all appropriate technical and organisational security measures necessary to:
- i. preserve the security and integrity of any Personal Data disclosed; and
 - ii. to prevent any unauthorised or unlawful processing; and
 - iii. to protect all Personal Data from all security risks including accidental loss, misuse, unauthorised access, theft, fraud, destruction and damage.
- f. As the Processor, We also agree that:
- i. all employees who are authorised to process the Personal Data are subject to a duty of confidentiality;
 - ii. We will provide reasonable assistance to the Controller in providing access to the Data Subject and allowing the Data Subjects to exercise their rights under the Data Protection Regulation;
 - iii. We will assist the Controller in meeting their requirements regarding the notification of any personal data breach, the security of Processing, and the conduct of any data protection impact assessments that they require under the Data Protection Regulation;

- iv. Other than data required for legislative or regulatory purposes (as noted in our privacy policy), We will delete or return all personal data to the Controller as requested at the end of the Agreement;
 - v. We will promptly inform You where, in Our reasonable opinion, We believe that any instruction received by You is likely to infringe the Data Protection Regulation or any other Applicable Law.
- g. Both parties agree to make all information available as requested by the other to demonstrate their compliance with the Data Protection Regulation, including allowing for and contributing to audits and inspections. If either party is asked to do something which infringes the Data Protection Regulation. They will inform the Controller immediately.
- h. Neither party will, by any act or omission, cause the other to breach any of the Data Protection Regulation.
- i. Both parties will co-operate as required with the Information Commissioners Office (ICO).
- j. We shall indemnify You against all liabilities arising out of or in connection with any breach by Convergence and/or any third parties of these provisions; and You shall indemnify Us against all liabilities arising out of or in connection with any breach by You.
- k. Nothing within this paragraph will relieve either party of their own direct responsibilities and liabilities under the Data Protection Regulation.

17. Force Majeure

- a. Neither party shall be liable for any breach of its obligations under the Agreement (other than in relation to payment of sums due) where it is hindered or prevented from carrying out its obligations by reason of any Force Majeure Event.
- b. Where such cause continues for more than three (3) calendar months either party may without additional liability terminate the Agreement by giving not less than 30 working days' written notice to the other party.

18. Insurance

You will maintain at all times during the provision of the Services, public liability insurance and professional indemnity insurance to the levels and coverage as required by law and that a prudent organisation would be expected to maintain.

19. Intellectual Property Rights

- a. Except as expressly provided in this Agreement, Intellectual Property Rights shall remain the property of the party creating or owning the same and nothing in this Agreement shall be deemed to confer any assignment or licence of the Intellectual Property Rights of one party to the other.
- b. Both parties agree that Convergence or its licensors shall own all of, and You shall not acquire any title to or interest in, any Intellectual Property Rights owned by or licensed to Us by third parties or any improvements, modifications or adaptations thereto (excluding any improvements, modifications or adaptations to the extent that they contain Intellectual Property Rights owned by You).
- c. You must not:
 - i. do anything or allow anything to be done which might jeopardise Our or the Network Operator's Intellectual Property Rights;
 - ii. dispute or challenge the rights of the relevant third party rights owner;
 - iii. apply for, or obtain, registration in any country of any trade or service mark or any other Intellectual Property Rights which consist of, or comprises of, or are

confusingly similar to, the trademarks or Intellectual Property Rights of Us or the Network Operator.

- d. Subject to the provisions of paragraph 20 (Limit of Liability), and clauses 19e and 19f below, We agree to indemnify You during the term of this Agreement against all losses, liabilities (including provision for contingent liabilities), fines, damages, costs and expenses including reasonable legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (“Losses”) to the extent suffered by, incurred by or awarded against You directly as a result of any proven third party claim that the Services infringe that third party's Intellectual Property Rights.
- e. You shall only have a right to claim the benefit of the indemnity under the above clause where You:
 - i. Have complied with the terms of this Agreement in all material respects;
 - ii. Have promptly notified Us in writing of any complaint or event which You have become aware of which has the potential to lead to a claim being made;
 - iii. Immediately gives Us sole control to defend all claims and all settlement negotiations relevant to potential Losses being incurred in respect of a claim conducted with any relevant third party, subject to Us agreeing to provide prompt and regular consultation to You;
 - iv. Provide Us with reasonable assistance in defending such claim; and
 - v. Use all reasonable endeavours to minimise and mitigate the Losses in connection with a claim.
- f. We will not indemnify You against any claim where You have operated or used the Services in conjunction with any other equipment, device, services or software not supplied by Us or Our Supplier under this Agreement in such a way that has resulted in or been material in the causation of the claim.

20. Limit of Liability

- a. Nothing in the Agreement will limit or exclude either party's liability for fraudulent misrepresentation, death or personal injury resulting from their own negligence or for any liability which cannot be excluded or restricted by law.
- b. Save in relation to any claims arising in connection with the specific indemnities within this Agreement and subject to Clause 20a above, Your aggregate liability in any year of the Agreement (other than for payment of Charges) shall be limited to the lesser of £100,000 or an amount not exceeding the Charges for services ordered in that year to include charges already paid and any outstanding charges for whatever reason, (provided that any claims arising after termination or expiry of the Agreement will be deemed to have arisen in the final year of the Agreement and be subject to the Service Charges paid or payable in such final year). Our aggregate liability in any year shall be limited to the payment for Charges received in that year.
- c. Our liability for a failed SIM is limited to the cost of a replacement or reconfigured SIM.
- d. Notwithstanding the above, neither party shall have any liability in contract, tort or otherwise (including liability for negligence), for loss or damage, whether direct or indirect, of business, production, operation time, goodwill, reputation, contracts, revenue, profits (other than for payment of Charges), for any loss of anticipated savings, for wasted expenditure, any loss or corruption of data or software or for any indirect or consequential loss whatsoever arising out of or in connection with the performance or non-performance by the party of its obligations under the Agreement.

- e. If, as part of the Service We have advised You that a solution may not provide Your requirements or that it may be vulnerable to attack or fraud from a third party, then if You choose not to follow Our recommendations We will not be liable for any costs, damage, loss or expense that you might incur from failure to follow Our advice.
- f. This paragraph sets out each party's entire liability (including any liability for the acts and omissions of its employees, agents or contractors) to the other party (whether arising under contract (including without limitation, in relation to any deliberate repudiatory and fundamental breaches), statute, tort (including without limitation negligence), indemnity or otherwise) arising in connection with the performance, contemplated performance or non-performance of the Agreement. You acknowledge that the exclusions and limitations of Our liability in the Agreement are reasonable.
- g. We will not be liable for any breach of this Agreement to the extent that any delay or failure by Us to perform Our obligations result from:
 - i. an act, omission or delay by You, Your agents, sub-contractors, consultants or employees resulting in negligence or breach of law, or which is contrary to the terms of this Agreement;
 - ii. acts, omissions or negligence of other providers of telecommunication services, except where such providers are Sub-contractors; or
 - iii. acts, defaults, omissions or negligence of Third Party Suppliers or manufacturers, except where such providers are Sub-contractors.

21. Modern Slavery & Human Trafficking

Both parties shall ensure that there is no modern slavery or human trafficking within their business and as far as reasonably possible within their supply chain. You agree to comply with our modern slavery and human trafficking statement as found on our website at the following address: <https://www.convergencegroup.co.uk>

22. Suspension

- a. We may, without liability to You, suspend Your and/or any or all of Your Users' access to any relevant part, or where necessary all, of the Services:
 - i. during any technical failure, modification or maintenance of the Network; or
 - ii. upon instruction by emergency services or any government, regulatory or appropriate authority; or
 - iii. where necessary to safeguard the integrity and security of the Network or to reduce fraud; or
 - iv. while roaming, where necessary to safeguard either Our or the Network Operator's operations.
- b. We shall use Our reasonable endeavours to keep any suspensions under this clause 22 to a minimum, to provide prior notice where possible and to restore the Services as soon as reasonably practicable.
- c. Where a User has caused You to be in breach of any of Your obligations under clause 5 (Use Of Service), We may suspend the Services to that specific User, but where practicable shall use Our reasonable endeavours to notify You in advance of such suspension to allow the opportunity for the alleged breach to be remedied.
- d. Without prejudice to Our other rights under this Agreement, We may additionally suspend Your and/or all the Users' access to the Service(s) where We have not received payment of outstanding Charges (including any accrued interest) due under this Agreement or any other contract You have entered into with Us within 7 days of the due date of the invoice, and where those Charges are not being disputed in good faith.
- e. You shall remain liable for all Charges during any period of suspension, and where the suspension has been implemented under clauses 22c or 22d, You shall also pay all

reasonable costs and expenses incurred by Us in the implementation of the suspension and a Suspension Lifting Fee per suspended SIM. We shall restore the Services as soon as the circumstances which gave rise to the suspension are remedied.

23. Ending this Agreement

- a. This Agreement will be in force from the date the Agreement starts as stated in Clause 2. Following the expiry of the Minimum Term the Service Agreement will remain in force in accordance with Clause 1e above until You or We end it by giving at least three calendar months' written notice to the other.
- b. Notwithstanding any other right to terminate within this Agreement, either party may end this Agreement:
 - i. immediately, by giving written notice, if the other party is in material breach of its obligations under this Agreement and, if the matter can be rectified, fails to do so within 30 days of receiving a written request;
 - ii. immediately, by giving written notice, if an application is made for an administrator or receiver to manage all or part of the other party's assets or the other party cannot pay its debts when they are due or is declared bankrupt;
 - iii. in accordance with Clause 12h (Variations);
 - iv. if the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
- c. We may end this Agreement if You do not pay an amount You owe after We have given You 90 days' written notice to make the payment.
- d. Notwithstanding any right to terminate exercised in accordance with this paragraph and subject to clause 23.e, if You end this Agreement before the end of the Minimum Term or a Connection(s) is Disconnected prior to completion of its Minimum Connection Period, then You shall be liable for the payment in full of any outstanding charges which form part of the Minimum Contract Value for the remainder of the Minimum Term. These charges shall include:
 - i. charges for any services specified which make up the Minimum Contract Value
 - ii. all early-termination charges specified which were agreed through Variation
 - iii. where the Agreement includes a Minimum Spend requirement, You shall pay any outstanding Minimum Spend;
- e. If the Agreement is terminated due to :
 - i. Our material breach pursuant to clause 23b(i) or
 - ii. Our commercial failure pursuant to clause 23b(ii)
 - iii. or our variation under Clause 23.j ; or
 - iv. if We end this Agreement under Clause 23.k (Change of Control);then You shall only be obliged to pay the Charges due up until the date of termination. Where the Agreement includes a Minimum Spend requirement, You shall pay to Us a pro-rated sum.
- f. You acknowledge that the Termination Charges represent a genuine pre-estimate of the loss suffered by Us due to early termination, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty.
- g. When this Agreement ends (for any reason), subject to the provisions of Clause 23, You and We agree:
 - i. within 30 days or other duration agreed with both parties, return to Us in full working order or destroy as requested by Us, all Installed Equipment or any other Equipment

- (including all hardware and software, documents and manuals) in which title has not passed to You. Where it is not returned, or if in Our reasonable opinion is not returned in good working order, You must pay the List Price for such Equipment, this does not apply where We have requested that such Equipment is destroyed; and
- ii. the parties must promptly on request return or destroy all Confidential Information (except that either party may retain such information where required for regulatory purposes).
- h. If this Agreement ends by way of Your instruction or due to Your commercial collapse in accordance with clause 23b(ii), any non-perpetual licensing acquired by Us as part of our delivery of the Services will be terminated at the earliest possible renewal date with the license supplier. Any outstanding amounts due for such licensing prior to the date of termination and up until the end-date of the license term shall be due and payable by You in full with no right to withhold or set off any such amounts. Following the termination of the license(s) You must immediately cease using any equipment or services which are subject to on-going licensing. You may choose to acquire such suitable licenses yourself for the continued use of such equipment or services, however there will be no transfer of license from Us to You.
 - i. If We increase Our charges by an amount that is greater than any increase in the Retail Price Index (or any index that replaces it), You may cancel this Agreement by giving Us 30 days' written notice.
 - j. You may terminate a Service or an order for Equipment without liability for Termination Charges by giving Us 30 days' written notice where We have varied the terms of, or increased the Charges under, this Agreement pursuant to clause 12 (Variations) in relation to that specific Service or Equipment to Your material detriment. This right to terminate ends 60 days after the date on which the variation became effective.
 - k. You shall notify Us immediately in the event You undergo a change of control and We shall have the right to terminate the Agreement by giving at least 30 days' written notice to You in the event of such change of control, provided that We exercise Our right of termination within 6 months of receipt of Your notice. For the purposes of this sub-clause, "control" shall have the meaning given in section 1124, Corporation Tax Act 2010.
 - l. Upon termination of this Agreement for whatever reason We shall no longer supply and You shall immediately cease to use the Services (except for any Software embedded in such Equipment to which You have title):
 - i. which cannot reasonably be removed or deleted from that Equipment;
 - ii. to the extent strictly necessary for the ongoing use of that Equipment; and
 - iii. Your Connections will be Disconnected.
 - m. Termination or expiry of this Agreement (or any part of it) will not affect either party's accrued rights or liabilities and provisions of this Agreement which are intended by their nature to survive termination shall continue in force (including clauses 14 (Confidentiality), 19 (Intellectual Property), 20 (Limit of Liability), 23 (Ending this Agreement) and 29 (General)) together with any other provisions necessary for their enforcement or interpretation.

24. Dispute Resolution

- a. If any dispute arises in connection with this Agreement, the respective [INSERT ROLES] for each party will, within [14] days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- b. If the dispute is not resolved at the meeting referred to in Clause 24a, the directors or other senior representatives of the parties with authority to settle the dispute will, within [14] days

of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

- c. If the dispute is not resolved at the meeting referred to in Clause 24b, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party to the dispute requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than [30] days after the date of the ADR notice.

25. General

- a. The conditions of this Agreement solely in relation to the subject matter of this Agreement will take precedence over any conditions that conflict with a condition in any other Agreement between the parties or conditions contained in any purchase order.
- b. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.
- c. Neither party's rights and responsibilities under this Agreement may be transferred unless agreed to in writing. Agreement must not be unreasonably withheld.
- d. No term of this Agreement is intended expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party. The Contracts (Rights of Third Parties) Act 1999 is expressly excluded to the fullest extent permitted by law.
- e. If either party does not enforce any term or condition of this Agreement, that will not prevent either party from enforcing that term or condition in the future.
- f. Any notice which needs to be given under this Agreement must be given in writing and delivered to the other party's company secretary by hand, by recorded delivery, or by email. Notices delivered by hand shall be deemed delivered the same day and any notice delivered by post shall be deemed given three (3) days after the date of posting. Any communicate by electronic mail shall be deemed to have been made on the working day on which the notice is first stored in the other party's electronic mail-box.
- g. Neither party can take any action under this Agreement more than two years after You or We become aware of (or should reasonably become aware of) the facts leading to the action.
- h. This Agreement will be governed by English law and both parties agree that any dispute will be settled in the English courts. Certain goods from the United States (including technical information) may have been imported under licence with the condition that they are not re-exported without approval from US authorities. If this applies to Your Equipment We will let You know and You must keep to the licence conditions.
- i. You and We are independent contractors under this Agreement and neither can act on behalf of the other.
- j. Any changes to this document must be in writing and signed by one of Our directors and one of Your authorised representatives.

Schedule 1 - Service Description

INSERT HERE 4G Product Description