

As referred to in Clause 1.3 of the MSA, these Service Specific Terms set out the terms and conditions which apply specifically to the Mobile Services to be provided pursuant to an Order Form.

Unless otherwise defined in Annex A to these Service Specific Terms, all capitalised terms shall have the meanings set out in the MSA.

1. SUPPLY OF EQUIPMENT

- 1.1 In addition to the terms set out in clause 2.2 of the MSA, the Supplier shall supply all Equipment in accordance with the Client's delivery instructions, as outlined in the Order Form.
- 1.2 All delivery dates and times are estimates and shall be dependent on the availability of third-party manufacturers and distributors. Time shall not be of the essence of the Agreement, unless otherwise specified in the Order Form.
- 1.3 In the event the Client fails to take delivery of the Equipment, the Client shall assume all risk in the Equipment, and shall pay all reasonable costs for storing and safeguarding the Equipment until the Client accepts delivery.
- 1.4 The Supplier shall not be liable for any faulty or defective Equipment and the Client shall return all Equipment in accordance with equipment manufacturer returns policies, as provided by the Supplier upon the Client's reasonable request.
- 1.5 Any and all warranties in respect of the Equipment supplied under this Agreement shall be provided directly by the Equipment manufacturer.
- 1.6 The Supplier shall be entitled to affix its or a third-party supplier's name and/or trademarks or other marks ("Marks") to any Equipment. The Client shall ensure that no Marks affixed to the Equipment are removed or defaced at any time.

2. KIT FUND

- 2.1 The Supplier may in its sole discretion allocate a credit amount ('Kit Fund') to enable the Client to purchase Equipment through the Supplier from a network distributor,
- 2.2 The Supplier may in its sole discretion allocate a credit amount ('Kit Fund') to enable the Client to purchase Equipment through the Supplier from a network distributor.
- 2.3 The Supplier shall determine the amount of Kit Fund available to the Client, and will outline this in the Order Form.
- 2.4 Notwithstanding clause 2.1 and 2.2 above, the Supplier reserves the right to:
 - (a) refuse a Customer's request to purchase Equipment using the Kit Fund in its sole discretion;



- (b) not agree to purchase Equipment for the Client's use following the 12th month after the Commencement Date unless a Client Review Meeting has taken place between representatives of the Client and the Supplier.

2.5 The Kit Fund remains the property of the Supplier at all times and the Supplier reserves the right to reduce and/or suspend the Client's access to the Kit Fund in any of the following circumstances:

- (a) the Client is in material breach of the Agreement, including but not limited to the Client's failure to pay the Fees on the due date;
- (b) the Supplier has reasonable grounds to believe that the Network Services are being used fraudulently or unlawfully;
- (c) any licence under which the Client has the right to run its telecommunications system and connect to the Network Services is revoked;
- (d) the Supplier is entitled to suspend provision of any other telecommunications service under the terms of any other agreement with the Client;
- (e) the Carrier charges the Supplier as a result of the Client's conduct, including if the Client pays a Carrier's bill late or does not use the Network Services.

2.6 The Client may be eligible to receive additional Kit Fund credits for any new connections that the Supplier adds to the Client's existing Agreement. The amount of any additional Kit Fund credits shall be determined by the Supplier, and may vary based on network provider terms, the duration and types of each mobile connection.

2.7 Any revenue generated, as part of a network revenue share plan that the Supplier receives from the relevant network provider shall be reconciled every six months, in arrears from the Commencement Date. The Supplier shall credit the Client's Kit Fund with the Agreed Revenue Share, subject to these terms and conditions.

2.8 Notwithstanding clause 2.6 above, the percentage of any Agreed Revenue Shares will automatically drop by 5% in the final half of the Minimum Term, where the Client enters into a Minimum Term of 24 or 36 months.

2.9 Any amounts remaining in the Kit Fund upon expiry of the Minimum Term or on termination of the Agreement will not be paid to the Client but will be retained by the Supplier, unless otherwise agreed between the parties.

3. FINANCE AND CREDIT

3.1 The Client consents to the Supplier carrying out searches with credit reference agencies.

3.2 Should the Client fail to complete any relevant finance agreement documentation required by the Supplier, the Client shall be liable to pay the Fees in accordance with the terms of the Billing Guide and clause 4 of the MSA.



4. CONNECTION

- 4.1 The Client is responsible for the cost of connections to any public switch networks and/or the provision of any additional lines to the public telephone system.
- 4.2 The Client shall (if appropriate for the Services) ensure that a suitable earthed mains electricity supply of 240 volts ac to the Institution of Engineering and Technology's IEE Wiring Regulations is in force at the date of delivery and is available for each piece of Equipment within 3 metres.
- 4.3 The Client shall prepare all Client Site(s) in accordance with the Supplier's instructions so that any necessary Equipment can be installed. The Supplier shall not be liable for any costs involved the preparation of Client Site(s).

5. BILL REPORTING SERVICES

- 5.1 The Client may elect to receive monthly bill reporting from the Supplier based on the availability of relevant caller display records and reporting data from respective network providers.
- 5.2 The Supplier shall compile all bill reports utilising data made available by network providers and/or their affiliated partners. The Supplier shall not be liable for the accuracy of any reports based on data provided by network providers and/or their affiliated partners.
- 5.3 The Supplier shall send bill reports to the Client within the relevant calendar month on which information is made available by the network provider.

6. SUPPLY OF NETWORK SERVICES

- 6.1 In providing the Network Services, the Client agrees that the Supplier may use any Carrier. The Supplier shall not be liable to the Client for any acts or omissions of Carriers which affect, or otherwise impact the Network Services.
- 6.2 The Client acknowledges that the Network Services cannot be provided fault free and the Supplier does not warrant error free or uninterrupted use of the Network Services.
- 6.3 The Supplier may change Carriers or distributors at any time during the Network Services, upon reasonable notice to the Client.
- 6.4 To the extent that the Network Services are dependent on the speed of any existing broadband connections, the Supplier gives no warranty or guarantee that the Client's line(s) will perform at maximum speed as advertised. The Client acknowledges that final speeds of the Network Services are reliant upon factors beyond the Supplier's reasonable control.
- 6.5 Where domain names and/or URLs are registered as part of the Network Services, the Client will reimburse the Supplier for any registration fees paid to the relevant internet registration authorities.
- 6.6 The Supplier does not guarantee the availability of any domain names or URLs requested by the Client. The Supplier reserves the right to refuse registration of any domain names or URLs if it reasonably believes that the domain name or URL is, or is likely to be, offensive, abusive, defamatory, obscene, or will result in an infringement of the rights of a third party.



7. USE OF NETWORK SERVICES

- 7.1 The Client shall comply with the Acceptable Use Policy and any additional policies relevant to the Network Services, as provided by the Supplier.
- 7.2 The Client warrants that Network Services shall not be used contrary to relevant laws, applicable licences or in any manner that otherwise infringes third party rights.
- 7.3 Where the Client procures line rental through the Supplier, fees for line rental shall commence on the Connection Date.
- 7.4 In procuring line rental pursuant to 7.3, the Client is also committed to using the Supplier for the supply of Network Services for that line. Should the Client (during the applicable Minimum Term) use an alternative Carrier for Network Services once the Agreement for the provision of the Network Services has commenced, or prevent the Supplier from carrying calls or data services in any monthly period, resulting in a significant reduction call or data charges, the Client agrees that the Supplier may charge the Client the differential between the average monthly spend on calls or data services prior to such commencement or prevention and the subsequent monthly spend on calls or data services (if any).
- 7.5 The Client acknowledges that if it uses a different Carrier to the Carrier specified on the Order Form, before the expiry of the Minimum Term, the Supplier will be subject to Commission Clawbacks. The Client will be liable to pay the Supplier an amount representing the Commission Clawbacks which are attributable to the Client's use of a different Carrier.
- 7.6 The Client irrevocably agrees that the amount to be reclaimed by way of Commission Clawbacks are reasonable in the circumstances and represent a genuine pre-estimate of the Supplier's loss.
- 7.7 The Supplier may at any time require the Client pay Commission Clawbacks if the Carrier imposes any such requirements on the Supplier.
- 7.8 Where the Client has agreed to a Minimum Contract Spend and at the end of the Minimum Term, the Client has not incurred the Minimum Contract Spend, or if the Client terminates the Agreement, the Client will be liable to pay to the Supplier the difference between the Fees incurred during the period of the Agreement and the Minimum Contract Spend.

8. MAINTENANCE SERVICES

- 8.1 Maintenance Services shall apply only in respect of Equipment, as set out in the Order Form, including any Client Equipment where it is expressly agreed between the Parties in an Order Form.
- 8.2 Unless otherwise stated in the Order Form, the Supplier will use all reasonable endeavours to respond within two Business Days of receipt of notification from the Client of a request for the provisions of Maintenance Services and the Equipment. Any time period stated in respect of the Supplier's obligations under an Agreement is not guaranteed nor deemed to be of the essence of the Agreement.



- 8.3 Where the Supplier replaces defective Equipment or part thereof, it shall be entitled to supply serviceable reconditioned items in substitution thereof. These Conditions shall continue to apply to the Equipment embodying such substituted items.
- 8.4 The Supplier does not warrant that the provision of Maintenance Services (or any additional services supplied pursuant to this clause) will ensure that the Equipment operates without interruption or error.
- 8.5 The Supplier shall provide all necessary spare parts (in the reasonable opinion of the Supplier) required to keep the Equipment in satisfactory operation, subject to availability. All replaced parts shall become the property of the Supplier.
- 8.6 Maintenance Services shall not include the following (the "Excepted Services"):
- (a) the repair of damage to the Equipment resulting from accident, neglect or causes other than ordinary use (including failure to observe any instructions supplied by the Supplier regarding the operation of the Equipment);
 - (b) repair, labour or materials required as a result of theft, vandalism, fire, lightning, water damage, fluctuations in electrical power supply, unsatisfactory environmental conditions, telephone line conditions, the connection of unapproved accessories, attachments or other devices;
 - (c) the alteration, modification or maintenance of the Equipment by any person other than the Supplier without the Supplier's prior written consent;
 - (d) the transportation or relocation of the Equipment save where the same has been performed at the request of the Supplier;
 - (e) the maintenance or repair of any extension wiring after the relevant warranty period to any Equipment not at the Site or of anything other than the Equipment;
 - (f) any defect or error in any software used upon or in association with the Equipment;
 - (g) the supply of replacement cassettes, aerials, aerial systems and batteries;
 - (h) the reprogramming of the Equipment to provide improved or modified service or facilities;
 - (i) Equipment faults caused by telephone area code changes or changes in Carriers;
 - (j) ancillary items including but not limited to answer phones, analogue and digital phones or devices, call loggers, payphones, computers, servers, uninterruptible power supplies, batteries, fax machines, public address systems, printers, cabinets, external music on hold sources, any cabling and/or consumables unless otherwise agreed in writing;
 - (k) maintenance arising from loss of equipment as the Maintenance Services are limited to repair or replacement of faulty equipment on a like-for-like exchange basis; and
 - (l) a dedicated helpdesk.



9. DISCONTINUED SERVICES

- 9.1 The Supplier shall have the right to discontinue the Maintenance Services in respect of specified Equipment, without further liability to the Client in the event that:
- (a) the Supplier's third-party supplier and/or the manufacturer has ceased to supply such Equipment provided that the Supplier notifies the Client as soon as reasonably possible after it is aware of any cessation in supply of the Equipment and shall arrange with the Client to either terminate the Agreement or replace or upgrade the affected Equipment at the Client's expense;
 - (b) any necessary approvals required by the Supplier to maintain any of the Equipment are disallowed or revoked by any government or regulatory agencies or any third party.
- 9.2 The Client undertakes that:
- (a) it will carry out such routine day-to-day preventive maintenance measures as may be recommended in the Client operating instructions and manufacturer's written recommendations supplied with the Equipment ("User Instructions");
 - (b) it will carry out minor maintenance adjustments suggested by the Supplier which includes minor programming changes with telephone support and replacement of handsets and cords which are relayed by courier or post;
 - (c) it will not permit alteration to call routing apparatus or extension wiring except by the Supplier, or by the Supplier's authorised agents, save that in relation to the connection of other apparatus to the Equipment, such connection may be performed by another person at the Customer's expense if either:
 - (i) the Supplier so agrees in writing, or
 - (ii) the Supplier fails to carry out the connection itself within twenty-eight days after receiving written notice from the Client stating that the Client wishes specified apparatus to be so connected and naming that other person by whom the Client wishes the connection to be performed;
 - (d) it will appoint at least one member of its staff as a "Principal Operator", who will be trained in the use of the Equipment. The Client will ensure that such Principal Operator is available to carry out the instructions in the User Instructions and to liaise on Maintenance Services matters with the Supplier;
 - (e) it will not employ a third party to make any alterations to the programming or physical structure of the Equipment;
 - (f) it will ensure that the environmental conditions for the Equipment are maintained in accordance with the User Instructions;
 - (g) if the Equipment is not (immediately prior to the Commencement Date) either already maintained by the Supplier or within the scope of an express warranty given by the Supplier thereof, then the Supplier may at its discretion inspect the Equipment and



undertake such repair work as may be necessary to put the Equipment in good working order. The Client shall pay for such inspection and repairs, at the Supplier's then current charge rates applying at that time, additional to any Fees payable under the Agreement.

10. CONFIDENTIAL INFORMATION

- 10.1 The Client agrees to comply with the obligations set out in clause 7 of the MSA in respect of the Network and Maintenance Services outlined herein.
- 10.2 The Client agrees to indemnify the Supplier for any loss or damage caused as a result of a breach of confidentiality in connection with Network and Maintenance Services. Notwithstanding the foregoing, the limitations and exclusions of liability set out in clauses 11.2 and 11.3 of the MSA shall not apply to this clause 10.2.

11. TERMINATION

- 11.1 In the event that the Supplier is unable to connect Services in accordance with this Agreement within 30 days of the signatory date, due to a Client Event (as per clause 5.2 of the MSA), the Supplier may terminate the Agreement and the Client shall be liable to the Supplier for fees for the duration of the term. The Client shall also indemnify the Supplier for all reasonable costs, commissions, including any and all incidental out-of-pocket breakage costs reasonably incurred as a direct result of termination by the Supplier.
- 11.2 In the event that either party terminates the Agreement for convenience before the end of the Minimum Term or an Extended Service Term, the Client shall be liable to pay the Supplier for: -
- (a) the remainder of the Minimum Term for any monthly charges as outlined in the Order Form, that fall outside of the network charges;
 - (b) any and all commissions the Supplier would have otherwise received during the Term of the Agreement;
 - (c) a termination fee, which consists of a representative percentage of average Network Overspend based on months completed in the Agreement which are attributable to the Network Services being terminated;
 - (d) a percentage of the Kit Fund, existing at the date of termination (including all additional Kit Fund credits applied as a result of additional connections, pursuant to clause 2.5). Such percentage shall be determined by the Supplier, depending on the remaining term of the Agreement at the date of the Client's request to terminate under this clause 11.2.
 - (e) 50% of the market value of any hardware purchased using the Kit Fund. For the avoidance of doubt, market value shall be the value of any hardware calculated at the date of purchase;
- 11.3 For the purposes of this clause 11.3, the Client's termination for convenience shall be deemed as ceasing, porting out or otherwise removing more than 10% of the initially agreed connection quantity. The Client shall give no less than 30 days' written notice of any such termination for convenience.



12. NOTICES

- 12.1 In addition to the provisions set out in clause 20.4 of the MSA, the Client must also serve notice of a termination request to Mobile.terminations@6dg.co.uk where termination of Mobile Services is requested by the Client.



Annex A

DEFINITIONS

- “Agreed Revenue Share”** means a percentage of any revenue generated from the relevant network provider which is passed to the Supplier, as part of a network agreed plan on behalf of the Client. This is based on the Client’s network invoiced spend detailed within the Order Form, which may be paid to the Client, by way of a credit to the Client’s Kit Fund.
- “Carrier”** means the relevant third-party public telecommunications operator or third-party network service provider including but not limited to any network operator who operates the wireless network or networks to which SIM cards are connected and from whom Airtime is procured for the Customer.
- “Client Review Meeting”** means a meeting attended by a representative of the Client and a representative of the Supplier where the Supplier reviews the services supplied to the Client and makes an offer to extend the term of the Contract.
- “Commencement Date”** means the commencement date for the Minimum Term of the Maintenance Services (where applicable) being the date of Delivery of the relevant Equipment or such other date as specified in the Order Form or as otherwise agreed in writing between the parties.
- “Commission Clawback”** means any request for repayment of funds by the Carrier associated with this agreement.
- “Connection Date”** means the date when the Carrier having received the relevant information from the Supplier is in a position to and has agreed to commence provision of the Network Services to the Customer.
- “Equipment”** means any and all goods or software purchased by the Client and supplied under the Agreement, as set out more specifically in an Order Form.
- “General Conditions”** means the general conditions of entitlement set out in the notification issued by the Director General for Telecommunications, in accordance with section 48(1) of the Communications Act 2003, pursuant to section 45 of said Act, as may be amended, modified or replaced from time to time.



“Maintenance Services”	means the maintenance services more particularly detailed on the Order Form (as modified or substituted from time to time) to be provided hereunder by the Supplier to the Customer.
“Minimum Contract Spend”	means the minimum sum of money as set out on the Order Form that will be spent by the Client on Charges commencing on the Connection Date.
“Network Overspend”	means any amounts that the Client spends that is above basic line rental or committed spend.
“Network Services”	means any use to which any telecommunications or data services could be put more particularly detailed on the Order Form (as modified or substituted by the Supplier from time to time) to be provided by the Supplier to the Client subject to these Conditions, including but not limited to Carrier pre-selection (CPS), analogue lines, ISDN 2, ISDN 30, SIP, Voice over Internet Protocol (VOIP), hosted switches, Wide Area Network (WAN), Local Area Network (LAN) and Microsoft 365.
“Tariff”	means the Supplier’s tariff for each of the Services as is notified to the Client by the Supplier from time to time.