



**APRUEBA CONTRATO PRESTACION DE SERVICIOS DE CONTRATAR
LOS SERVICIOS DE INTERNET DE LA EMPRESA "TALK TALK" A
REALIZARSE EN LA CIUDAD DE LONDRES, REINO UNIDO**

En Londres, 16 de agosto de 2017

RESOLUCIÓN EXENTA LONDRES Nº 006-2017

VISTOS:

Lo dispuesto en la Ley 19.886, de Bases sobre Contratos Administrativos de Suministro y Prestación de Servicios; el Decreto Supremo Nº 250 del Ministerio de Hacienda, de 2004; la Ley Nº 20.981 de Presupuestos del Sector Público para el año 2017, Partida 06, Capítulo 02, el Programa 02, Promoción de Exportaciones, Subtítulos 22 y 29, Glosa 05; el Decreto con Fuerza de Ley Nº 53 de 1979, del Ministerio de Relaciones Exteriores; la Resolución Exenta Nº J-436, de 13 de abril de 2017, que suspende aplicación de resoluciones que indica, y aprueba instrucciones para las contrataciones en el exterior; y la Resolución Nº 1.600 de 2008 de la Contraloría General de la República.

RESUELVO:

I. **APRUEBASE** el contrato para la prestación del servicio de internet para la oficina del Departamento Económico en Londres, Reino Unido, suscrito entre la Dirección General de Relaciones Económicas Internacionales, y el proveedor Talk Talk Limited, cuyo texto es el siguiente:

CONTRATO DE PRESTACIÓN DE SERVICIOS

Fecha y lugar de contrato: Londres, Reino Unido, 13 de julio de 2017

Traducción de las cláusulas esenciales del contrato de internet con Talk Talk Limited:

I. El contrato es un contrato de adhesión (17 páginas). Las principales cláusulas son las siguientes:

- 1) Pedir productos
- 2) Instalación y abastecimiento de los servicios y el equipo
- 3) Uso de productos
- 4) Apoyo, mantenimiento y manejo de productos
- 5) Cargos, pagos y reembolsos
- 6) Crédito y seguridad
- 7) Terminación del contrato
- 8) Suspensión del contrato
- 9) Responsabilidad
- 10) Equipo
- 11) Acceso del lugar donde se instalará el servicio
- 12) Asuntos ajenos a ambas partes fuera control
- 13) Confidencialidad
- 14) Propiedad intelectual
- 15) Productos de prueba
- 16) Finalización previa del contrato
- 17) Sub-contratación
- 18) Excepción de pago
- 19) Derechos de terceros
- 20) Comunicados
- 21) Variaciones al contrato



- 22) Acuerdo entero
- 23) Duración de las cláusulas
- 24) Ley y jurisdicción
- 25) Definiciones e interpretaciones

*Nota: se adjunta versión completa electrónica de contrato en PDF.

II. Cobros:

Detalle del ítem pedido			
Oferta	Descripción del ítem	Cobros por una sola vez	Cobros recurrentes
Internet (Ethernet First Mile, Dual)	Mantenimiento mensual del router	£0,00	£21,33
Internet (Ethernet First Mile, Dual)	Instalación	£0,00	£0,00
Internet (Ethernet First Mile, Dual)	Cobro recurrente para el servicio de internet	£0,00	£143,00
Internet (Ethernet First Mile, Dual)	Configuración del router	£100,00	£0,00

Totales						
Total de cobros de una sola vez	Total de cobros mensuales	Total de cobros trimestrales	Total de cobros anuales	Total neto	IVA @ 20%	Total Agregado
£100,00	£164,33	£0,00	£0,00	£6.015,88	£1.203,18	£7.219,06

Se deja constancia que ha declarado lo siguiente:

Que *Chris Morris Business Account ManagerTalkTalk Business* no se encuentran en alguna de las situaciones descritas en el artículo 4º, de la Ley Nº 19.886, de Bases sobre Contratos Administrativos de Suministro y Prestación de Servicios.

Que **Talk Talk Limited**, no ha sido condenada a prohibición total o parcial para celebrar contratos con el Estado, según lo establecido en la Ley Nº 20.393.

Asimismo, y de conformidad a lo preceptuado en el artículo 7º, letra e), de la Ley Nº 20.285, sobre transparencia de la función pública y acceso a la información de la Administración del Estado, la página web del gobierno británico (<https://beta.companieshouse.gov.uk/company/01599423/persons-with-significant-control>) señala sobre los socios y su participación en la mencionada sociedad, en los siguientes términos:

Nombre socio	Porcentaje de participación
Lee David Harris	Más de 25%, menos de 50%
Mark Hollis	Más de 25%, menos de 50%
Paul Douglas Webb	Más de 25%, menos de 50%

Para todos los efectos legales, las partes fijan su domicilio en la ciudad de Londres, y se someten a la jurisdicción de sus Tribunales Ordinarios de Justicia.

El presente contrato se extiende en dos ejemplares de idéntico tenor, valor y fecha, quedando uno en poder de DIRECON y el otro en poder del PROVEEDOR.

La personería de don Ignacio Fernández en representación de la Dirección General de Relaciones Económicas Internacionales, consta en la Resolución de DIRECON Exenta Nº 143 de 1 de febrero de 2016.

II. **IMPÚTESE** gasto que demande esta resolución, al Programa 02, Subtítulo 22, Ítem 05, Asignación 007, del presupuesto en moneda extranjera de la Dirección General de Relaciones Económicas Internacionales, vigente para el año 2017.

III. **NOTIFÍQUESE** la presente resolución por escrito a Talk Talk Limited ya individualizado.



IV. PUBLÍQUESE esta resolución en la sección de Gobierno Transparente del sitio web del Servicio, de conformidad con lo dispuesto en el literal g) del artículo 7 de la Ley 20.285.

ANÓTESE, COMUNIQUESE, PUBLÍQUESE Y ARCHÍVESE

IGNACIO FERNÁNDEZ

Jefe Departamento Económico de la Embajada de Chile en Londres, Reino Unido

Distribución:

1. Departamento Económico de la Embajada de Chile en Londres, Reino
2. Departamento Subdirección Internacional
3. Subdepartamento de Compras y Contrataciones
4. Subdepartamento Red Externa
5. Archivo

Your Quote from TalkTalk Business

We have pleasure in providing our quotation for services following your recent contact with TalkTalk Business. Please find below your quotation along with any important legal and contractual information that we would like to make you aware of.

CUSTOMER INFORMATION	
Customer Name: Pro Chile Company Registration ID: Registered In: N/A	Quote Ref: QN-102618 Created Date: May 22, 2017
Registered Address: 37-41 London SW1H9JA	

PRODUCT ORDER INFORMATION		
Product	Contract Term	Billing Frequency
NetEFM Dual	36 Months	Monthly

ORDER LINE ITEM DETAILS			
Offer	Line item Description	One off Charges	Recurring Charges
NetEFM Dual	CPE Recurring Charge	£0.00	£21.33
NetEFM Dual	Install Charge	£0.00	£0.00
NetEFM Dual	Recurring Charge	£0.00	£143.00
NetEFM Dual	Self Install installation	£100.00	£0.00

TOTALS						
Total One Off Charges	Total Monthly Charges	Total Quarterly Charges	Total Yearly charges	Total Net	VAT @ 20%	Grand Total
£100.00	£164.33	£0.00	£0.00	£6,015.88	£1,203.18	£7,219.06

PRODUCT NOTES

The £100 + VAT one-off charge for Router installation will be credited back to the account on installation

SPECIAL CONDITIONS

NA

You may place a product order for the products set out in this quote by approving the quote and any attached terms electronically. Please follow the instructions in the covering email. If this is your first order with TalkTalk Business, Customer Account Terms will be attached and will apply to all future product orders with TalkTalk Business. If this is your first order from a particular product family, the applicable product terms will be attached and will apply to all future product orders from that product family. In all other cases, no terms will be attached and your existing terms will apply. If you do not want to approve electronically, you may print out two copies of the full document, sign both copies by hand and return them by post to TalkTalk Business Sales Operations, Stanford House, Garrett Field, Birchwood, Warrington, WA3 7BH.

By approving the quote either electronically or by hand, you will be committing the below named contracting company to purchasing the products and services set out in the quote on behalf of the customer, subject to any Special Conditions above and any terms attached to the quote. Once accepted by TalkTalk Business, this quote will become an Agreement as defined in the Customer Account Terms and a copy of the fully completed Agreement will be emailed (if electronic) or posted (if by hand) to you. TalkTalk Business will use the same acceptance method as you.

CONTRACTING COMPANY

Company Name: Pro Chile

Registered in: N/A

Company Registration ID:

Registered Office:

37-41
London
SW1H9JA

Contractual Notices:

Email: mmichael@prochile.gob.cl

FAO: Mariella Michael

FOR MANUAL SIGNATURE ONLY

ACCEPTED for and on behalf of TALKTALK BUSINESS:

Signature:

Name:

Position:

Date:

SIGNED for and on behalf of CUSTOMER:

Signature:

Name:

Position:

Date:

CUSTOMER ACCOUNT TERMS

1 ORDERING PRODUCTS

1.1 Customer may submit enquiries to TalkTalk Business and TalkTalk Business will provide quotations in response to such enquiries. Customer may proceed with a quotation by approving the quotation, any Customer Account Terms (attached with Customer's first Product Order) and the applicable Product Terms (attached with Customer's first Product Order for a particular product family), either electronically or by hand. Upon such approval, a quotation becomes a Product Order and constitutes an offer by Customer to purchase the Products on the terms of these Customer Account Terms, the applicable Product Terms and any Special Conditions set out in the Product Order. No terms Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing will apply to any Contract. Any information provided by Customer to allow TalkTalk Business to provision a Product must be accurate in all material respects.

1.2 TalkTalk Business may accept a Product Order (and, where required, the Customer Account Terms and Product Terms) by approving the Product Order, either electronically or by hand. Nothing in these Customer Account Terms will oblige TalkTalk Business to accept any Product Order, nor to provide any Product, until TalkTalk Business accepts a Product Order. Upon acceptance by TalkTalk Business, a Product Order will become a Contract which commences on the date of acceptance by TalkTalk Business.

2 INSTALLATION AND SUPPLY OF SERVICES AND EQUIPMENT

2.1 Upon commencement of a Contract in accordance with Clause 1.2, TalkTalk Business will use reasonable endeavours to provision and, as necessary, install the Product and will inform Customer when the Product is connected and ready for use.

2.2 TalkTalk Business will supply the Product to Customer from the Connection Date with reasonable skill and care and in all material respects in accordance with the Contract and any Legislation, but TalkTalk Business cannot, given the nature of the Product, guarantee that the Product will be continuously available or error free.

2.3 TalkTalk Business reserves the right to cancel a Contract prior to the Connection Date or within a reasonable period of time thereafter where:

- (a) the Product cannot be delivered to, or installed at, a Site due to a geographic, practical or technical restraint; or
- (b) the cost of providing or installing the Product at a Site is materially higher than the usual cost of providing the Product to a customer and Customer does not agree to pay any additional Charges requested by TalkTalk Business.

3 USE OF THE PRODUCTS

3.1 The Products are provided for use by Customer and End Users in the course of Customer's business and on the condition that Customer does not resell or otherwise make the Products available to any other person save as set out in Clause 19.3.

3.2 Customer undertakes to use the Products, and to procure that each End User uses the Products, in accordance with:

- (a) the terms and conditions of the Contract and any Legislation applicable to Customer's use of the Products; and
- (b) any reasonable operating instructions as may be notified in writing to Customer by TalkTalk Business from time to time.

3.3 Without prejudice to TalkTalk Business' obligations to provide a particular Product, Customer is responsible for the security of their use of the Products including protecting all passwords, backing-up all data, employing appropriate security devices, including virus checking software, and having suitable disaster recovery processes in place.

3.4 Without limiting Clause 3.2, Customer will not, and will procure that each End User will not, use a Product to:

- (a) send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;
- (b) download, possess or transmit in any way, illegal material;
- (c) engage in criminal, illegal or unlawful activities;
- (d) violate or infringe the rights or property of any person, including rights of copyright and any other Intellectual Property Rights, privacy or confidentiality;
- (e) intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data; or
- (f) artificially inflate traffic, send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount that Customer knows or ought reasonably to know will have a material adverse effect on the TalkTalk Business Network (or any part of it) or TalkTalk Business' customers.

3.5 Customer indemnifies and promises to pay on demand TalkTalk Business and its Affiliates for any settlement paid by, damages awarded against and reasonable legal costs and expenses suffered or incurred by TalkTalk Business and any of its Affiliates arising out of or in connection with any claim made or threatened against TalkTalk Business or an Affiliate of TalkTalk Business by a third party arising out of or in connection with Customer's or End User's breach of this Clause 3.

4 SUPPORT, MAINTENANCE AND PRODUCT MANAGEMENT

4.1 TalkTalk Business will provide support and maintenance, where purchased, for the Product as set out in the Support Terms and the relevant Support Annex. If the applicable Product Terms state Credits are available for a Product, Customer will be entitled to Credits in respect of an Incident, calculated in the manner set out in the Support Terms.

4.2 TalkTalk Business is responsible for a Product up to and including the Network Terminating Equipment and any applicable Network Provider Edge.

4.3 Subject to Clause 7.2(c) TalkTalk Business will have the right to withdraw or change a Product and to terminate or vary any affected Contracts for all customers to:

- (a) comply with any Legislation or safety requirement; or
- (b) take into account the withdrawal of or a significant change to the technology used to provide the Product.

4.4 In relation to any withdrawal or change under Clause 4.3, TalkTalk Business will:

- (a) give Customer not less than three months' notice, unless made to comply with a regulatory or mandatory change when TalkTalk Business shall give as much notice as reasonably practicable; and
- (b) use reasonable endeavours to avoid any material adverse impact on the nature or quality of the Product or any material increase in the Charges.

4.5 Where a Product is withdrawn, TalkTalk Business may offer an equivalent or better Product with the same Charges. TalkTalk Business will be obliged to do so in respect of any affected Contract within its Contract Term where a Product is withdrawn under Clause 4.3(b) and pay Customer's reasonable demonstrable third party costs of moving to the replacement Product, up to a maximum of the Recurring Charges payable in respect of the remainder of the

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Contract Term. Where such equivalent or better Product has lower Charges, TalkTalk Business may allow Customer to benefit from such reduction, if Customer agrees to pay the costs of moving to the equivalent Product.

5 CHARGES, PAYMENT AND REBATES

5.1 TalkTalk Business will invoice Customer electronically for the Charges payable under a Contract as set out in the Product Terms and Customer will pay all invoices by direct debit within 14 days of the date of the invoice, subject to Clause 5.4.

5.2 Customer may request a paper invoice, subject to payment of a reasonable administration charge.

5.3 All amounts payable by Customer under a Contract are exclusive of Value Added Tax.

5.4 If Customer in good faith disputes an invoice and wishes to withhold the disputed sum, Customer must notify TalkTalk Business in writing of the dispute not more than 14 days after the date of the invoice and make payment of any undisputed amount in accordance with the terms of the invoice. Customer may still dispute an invoice in good faith more than 14 days after the date of the invoice, but Customer must make payment in full of the invoice notwithstanding the dispute raised. In each case, Customer must provide reasonable details of the dispute to allow TalkTalk Business to investigate. When the dispute is resolved a Party will settle any amount owing to the other immediately upon resolution.

5.5 Without limiting any other right or remedy of TalkTalk Business:

- (a) if Customer fails to make any payment due to TalkTalk Business under a Contract by the due date for payment, TalkTalk Business will have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the then current HSBC Bank plc base rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly;
- (b) if a direct debit is dishonoured or cancelled, TalkTalk Business will have the right to make a reasonable administration charge; and
- (c) TalkTalk Business may set off any amount owing to it or its Affiliates by Customer against any amount payable by TalkTalk Business to Customer.

5.6 Where the Product is paid for by way of a revenue share between TalkTalk Business and Customer and requires a payment from TalkTalk Business to Customer, TalkTalk Business will pay Customer's revenue share in accordance with the procedures set out in the applicable Product Terms. Customer does not have the right to set off its revenue share against any sums due to TalkTalk Business by Customer. As no Charges are payable for revenue share services, the amount of Customer's revenue share will be deemed to be Charges for the purpose of calculating the total limit of liability under Clause 9.3 for such Products.

5.7 Subject to Clause 7.2(c), except where otherwise agreed in a Contract, TalkTalk Business may vary the Charges at any time by giving Customer notice to reflect changing arrangements with any Third Party Operator or changing legal, regulatory or business requirements. The revised Charges will apply to all Products provided after the effective date of the notice of change. Where such change is to Customer's material detriment, TalkTalk Business will give Customer not less than one month's notice in writing.

6 CREDIT AND SECURITY

6.1 TalkTalk Business may perform a credit check on Customer at any time prior to or following acceptance of a Product Order and may impose a Credit Limit on Customer's account proportionate to the amount of Charges payable under all Contracts. Any Credit Limit imposed can be amended on notice. If Customer exceeds such Credit Limit:

- (a) TalkTalk Business may demand immediate payment of all unpaid Charges (whether invoiced or not); and

(b) Customer will remain responsible for all Charges incurred, including those exceeding the Credit Limit.

6.2 TalkTalk Business may require Customer to provide it with a deposit or other security as a condition of providing the Products. TalkTalk Business may hold this deposit or security until Customer has paid all sums due to TalkTalk Business under all Contracts. No interest is payable on any deposit held by TalkTalk Business.

7 TERMINATION

7.1 A Party may terminate a Contract (or, where a Contract relates to multiple Connections, a Connection) by providing the other Party with the relevant period of notice via the relevant procedure, each as specified in the Product Terms. In the case of TalkTalk Business, such notice must expire on or after the end of the Contract Term.

7.2 Customer may terminate a Contract (or where applicable under Clause 25.2, a Product or Connection), by giving notice in writing to TalkTalk Business if:

- (a) there is a Material Failure under the Contract;
- (b) TalkTalk Business is in material breach of the Contract (other than a Material Failure), which, if capable of remedy, has not been remedied within 30 days of receipt of written notice specifying the breach in reasonable detail and requiring its remedy;
- (c) if changes pursuant to Clauses 4.3(b), 4.5 or 5.7 are to Customer's material detriment; or
- (d) the circumstances in Clause 12.2 arise.

7.3 TalkTalk Business may terminate any or all Contracts by giving notice to Customer if:

- (a) Customer fails to pay any sums due to TalkTalk Business within 14 days of receiving notice from TalkTalk Business indicating the sums due and payable and demanding payment;
- (b) Customer is in material breach of a Contract, which, if capable of remedy, has not been remedied within 30 days of receipt of written notice specifying the breach in reasonable detail and requiring its remedy;
- (c) Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or goes into liquidation, whether voluntary or compulsory (other than for the purposes of a solvent reconstruction or amalgamation), or an encumbrancer takes possession of or a receiver is appointed in respect of any of its assets;
- (d) Customer fails to give any deposit or security required by TalkTalk Business under Clause 6.2; or
- (e) the circumstances in Clause 12.2 arise.

7.4 If a Contract (or where applicable under Clause 25.2, a Product or Connection) is terminated within the applicable Contract Term other than under Clause 2.3 or 7.2, TalkTalk Business may invoice Customer the Cancellation Charges. Customer agrees that the Cancellation Charges are a fair assessment of the losses and damage that TalkTalk Business will suffer as a result of the termination.

7.5 If a Contract (or where applicable under Clause 25.2, a Product or Connection) is terminated outside of the relevant Contract Term, TalkTalk Business will either:

- (a) refund any amount in credit on Customer's account after TalkTalk Business has deducted any amount owed to it by Customer; or
- (b) issue an invoice for the amount owed to TalkTalk Business by Customer as at the applicable date of termination.

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8 SUSPENSION

8.1 TalkTalk Business may, without prejudice to any other right which it might have, elect to suspend the provision of all or part of a Product under any or all Contracts until further notice on notifying Customer either orally (confirming such notification in writing) or in writing if:

- (a) TalkTalk Business is entitled to terminate a Contract;
- (b) TalkTalk Business has reasonable grounds to believe that Customer or an End User is using the Product in breach of Clause 3;
- (c) TalkTalk Business or any third party providing equipment or services to TalkTalk Business in connection with the provision of the Products is obliged to comply with Legislation, an order, instruction or request of government, regulatory authority, emergency services organisation or other competent authority; or
- (d) Customer exceeds the Credit Limit under Clause 6 and has not remedied this situation within five Business Days of receiving written notice from TalkTalk Business requiring Customer to do so.

8.2 If TalkTalk Business exercises its rights under:

- (a) Clause 8.1 as a consequence of the breach, fault, act or omission of Customer or an End User, the Charges will continue to be payable and Customer will pay to TalkTalk Business all reasonable costs and expenses incurred by the implementation of such suspension and any recommencement of the provision of Products; or
- (b) Clauses 8.1(b) or 8.1(c), TalkTalk Business will limit the suspension to the Connections in respect of which the breach has occurred.

9 LIABILITY

9.1 Nothing in a Contract will exclude or limit a Party's liability arising from or in connection with:

- (a) any death or personal injury caused by the negligence of such Party, its agents, sub-contractors, officers, directors or employees;
- (b) any fraudulent acts or omissions of or fraudulent representations made by such Party, its agents, sub-contractors, officers, directors or employees;
- (c) any breach of statutory implied terms as to title;
- (d) any other liability which cannot be excluded or limited by law;
- (e) any indemnity given by such Party in a Contract unless otherwise expressly agreed in writing;
- (f) any breach of Clauses 13 or 14; and
- (g) any liability to pay the Charges.

9.2 Subject to Clause 9.1, a Party will not be liable to the other Party in contract, tort (including negligence), breach of statutory duty or otherwise for:

- (a) indirect, consequential or special loss or damage;
- (b) loss of opportunity (whether direct or indirect);
- (c) loss of anticipated savings (whether direct or indirect);
- (d) loss arising from damage to a brand, reputation or goodwill (whether direct or indirect);
- (e) loss of profit or anticipated profit (whether direct or indirect);

- (f) loss of business or contracts (whether direct or indirect);
- (g) loss of revenue or anticipated revenue (whether direct or indirect);
- (h) loss arising from the loss or degradation of data (whether direct or indirect); and
- (i) subject to Clauses 19.2 and 19.3, claims brought by, or ex-gratia payments made to, Customer's customers or any other third party (whether direct or indirect).

9.3 Subject to Clauses 9.1 and 9.2, a Party's total liability to the other Party in respect of all losses arising under or in connection with all Contracts in contract, tort (including negligence), breach of statutory duty or otherwise, will in no circumstances exceed the greater of:

- (a) ten thousand pounds (£10,000); and
- (b) the Recurring Charges paid by Customer under all Contracts during the 12 months preceding the claim, subject to a maximum of five hundred thousand pounds (£500,000).

9.4 TalkTalk Business' liability to pay Credits in accordance with Paragraph 6.1 of the Support Terms will be the maximum extent of TalkTalk Business' liability and Customer's exclusive financial remedy for an Incident, whether or not Customer actually claims the available Credits. Credits credited by TalkTalk Business to Customer will be taken into account for the purposes of calculating the limitation amounts in Clause 9.3.

9.5 Where the provisions of a Contract are inconsistent with any rights or remedies Customer has under any Legislation because it is a Small Business Customer which cannot be varied, Customer's rights under such Legislation will apply instead of the provisions of the Contract to the extent they are inconsistent.

9.6 TalkTalk Business will not be liable to Customer for Credits or otherwise for any failure of a Product as a result of:

- (a) any act or omission of Customer, End Users or any of their agents, sub-contractors, officers, directors or employees;
- (b) any Customer Equipment;
- (c) failure by Customer to implement any reasonable instructions issued by TalkTalk Business; or
- (d) any suspension of the Product under Clause 8.

9.7 Except as expressly set out in a Contract and to the extent permissible by law, all other warranties, terms and conditions, guarantees as to quality or fitness for a particular purpose of the Products or any other conditions or guarantees, whether express or implied by law, custom or otherwise are excluded.

10 EQUIPMENT

10.1 Property in and ownership of the:

- (a) Ancillary Equipment remains with TalkTalk Business or its suppliers at all times;
- (b) Customer Equipment remains with Customer at all times; and
- (c) Purchased Equipment remains with TalkTalk Business or its suppliers until Customer has paid TalkTalk Business the Charges for the Purchased Equipment in full when property and ownership will pass to Customer.

10.2 Customer must clearly identify any TalkTalk Business Equipment at the Sites.

10.3 Risk in and liability for TalkTalk Business Equipment passes to Customer on delivery of each item thereof. Customer must insure the TalkTalk Business Equipment in respect of all relevant risks from

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delivery. Customer will provide a copy of the insurance policy to TalkTalk Business upon request.

any failure to provide the Product to the extent caused by Customer's failure to comply with this Clause 11.3.

10.4 Customer must:

- (a) not, nor permit any other person, to sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the TalkTalk Business Equipment or suffer any distress, seizure or execution to be levied against any TalkTalk Business Equipment;
- (b) keep the TalkTalk Business Equipment at the Site and stationary at all times;
- (c) house, keep and use any TalkTalk Business Equipment in accordance with any written instructions notified to Customer by TalkTalk Business from time to time or, in the absence of such instructions, to the same standard as a reasonable owner of the TalkTalk Business Equipment would if it were their property;
- (d) in the case of an emergency, take whatever steps as are reasonably necessary to safeguard the TalkTalk Business Equipment and notify TalkTalk Business as soon as possible of the circumstances of such emergency;
- (e) not remove, tamper with or obliterate any words or labels on the TalkTalk Business Equipment or any part thereof; and
- (f) permit TalkTalk Business or its agent to inspect, test and maintain the TalkTalk Business Equipment at all reasonable times and on reasonable notice.

10.5 Customer must immediately notify TalkTalk Business of any loss or damage to any TalkTalk Business Equipment. Without prejudice to TalkTalk Business' other rights and remedies, where Customer breaches the provisions of this Clause 10:

- (a) Customer indemnifies and promises to pay on demand TalkTalk Business for the costs of repairing or replacing any TalkTalk Business Equipment damaged by Customer's or End User's breach of this Clause 10; and
- (b) TalkTalk Business will not be liable to Customer for any failure to provide the Product as a result thereof.

10.6 TalkTalk Business does not provide any warranty in respect of any TalkTalk Business Equipment but, where possible, will provide Customer with the benefit of any manufacturer's warranty.

10.7 TalkTalk Business will be entitled, after termination (for any reason whatsoever) of a Contract by giving notice of its intention to repossess the TalkTalk Business Equipment, to:

- (a) require Customer (at Customer's cost and risk) to immediately return the TalkTalk Business Equipment to TalkTalk Business; or
- (b) enter upon any premises with such transport as may be necessary and repossess any TalkTalk Business Equipment.

11 SITES AND ACCESS

11.1 Customer must procure at its own expense all permissions, licences, waivers, consents, registrations and approvals necessary for TalkTalk Business to deliver, install and provide the Products at the Sites.

11.2 Where TalkTalk Business Equipment is required to be installed at a Site, Customer must prepare the Site in accordance with TalkTalk Business' reasonable instructions.

11.3 To enable TalkTalk Business to carry out its obligations and exercise its rights under a Contract, Customer must upon request of TalkTalk Business, permit or procure permission for TalkTalk Business or anyone acting on TalkTalk Business' behalf to access the Site at all reasonable times. TalkTalk Business will not be liable for

11.4 Customer will provide or procure a safe working environment at the Site for TalkTalk Business employees and anyone acting on TalkTalk Business' behalf. TalkTalk Business employees or anyone acting on TalkTalk Business' behalf will observe the reasonable regulations affecting the Site as previously advised in writing to TalkTalk Business.

12 EVENTS OUTSIDE THE PARTIES' REASONABLE CONTROL

12.1 A Party will be not liable for any delay in performing or failure to perform any of its obligations under a Contract (other than Customer's obligation to pay the Charges) which occurs as a result of a Force Majeure Event.

12.2 In the event that a Force Majeure Event continues for a period of 60 days, the Party not subject to the Force Majeure Event will have the right to terminate in accordance with Clause 7.2 or 7.3.

13 CONFIDENTIALITY

13.1 Neither Party will disclose to any third party without the prior written consent of the other Party any Confidential Information which is received from the other Party as a result of a Contract. Both Parties agree that any Confidential Information received from the other Party will only be used for the purposes of performing its obligations under a Contract. These restrictions will not apply to any information which:

- (a) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 13; or
- (b) is acquired from a third party who owes no obligation of confidence in respect of the information; or
- (c) is or has been independently developed by the recipient without use of the other Party's Confidential Information.

13.2 Notwithstanding Clause 13.1, either Party will be entitled to disclose the Confidential Information of the other Party to:

- (a) a third party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal duty or requirement (other than a contractual duty or requirement) to disclose such Confidential Information; or
- (b) another party solely where it is necessary to discharge an obligation under a Contract. Prior to disclosing any Confidential Information pursuant to this Clause 13.2(b), the disclosing Party shall ensure that any recipient is subject to obligations of confidentiality of a nature equivalent to those set out in this Clause 13. Each Party shall remain liable to the other Party for any breaches of this Clause 13 by any recipient.

14 INTELLECTUAL PROPERTY

14.1 All Intellectual Property Rights in the Products will be owned by TalkTalk Business and its Affiliates, save to the extent that any of the same contain Intellectual Property Rights owned by third parties.

14.2 TalkTalk Business grants to Customer a non-exclusive, royalty free, licence to use TalkTalk Business' Intellectual Property Rights within the United Kingdom, for the purpose of utilising the Products in accordance with the terms of the Contract and any usage guidelines that TalkTalk Business may provide from time to time.

14.3 Customer grants to TalkTalk Business and its Affiliates a non-exclusive, royalty free, licence to use, copy and interface with any Intellectual Property Rights within the United Kingdom in any Customer Equipment and the information and data in the Products for the purpose of performing TalkTalk Business's obligations under the Contract.

14.4 Notwithstanding Clause 14.2, Customer will not be entitled to use the name, trade mark, trade name, or other proprietary

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identifying marks or symbols of TalkTalk Business or its Affiliates without TalkTalk Business's prior written consent.

14.5 In the event that Products contain Intellectual Property Rights owned by third parties which TalkTalk Business is not entitled to sub-licence to Customer, TalkTalk Business will use reasonable endeavours to assist Customer, at Customer's cost and expense, in obtaining a licence to use those Intellectual Property Rights owned by third parties on terms that are acceptable to Customer.

14.6 In the event that Customer Equipment contains Intellectual Property Rights owned by third parties which Customer is not entitled to sub-licence to TalkTalk Business, Customer will use reasonable endeavours to assist TalkTalk Business, at TalkTalk Business's cost and expense, in obtaining a licence to use those Intellectual Property Rights owned by third parties on terms that are acceptable to TalkTalk Business.

14.7 Customer will not, and will procure that its personnel and, where used, its sub-contractors and their personnel, do not, do anything (whether by omission or commission) during the Contract or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights belonging to TalkTalk Business or its Affiliates.

14.8 Customer will not obtain any rights in respect of any of TalkTalk Business's Intellectual Property Rights by virtue of the Contract.

15 TRIAL PRODUCTS

15.1 From time to time TalkTalk Business may invite Customer to try Trial Products. Customer may accept or decline any such trial. Trial Products are provided for evaluation purposes "as is" and not for live or commercial use, are not supported, may contain defects, and may be subject to additional terms. Trial Products are not considered "Products" and the exclusions set out in Clause 9.7 shall apply to all Trial Products. TalkTalk Business may terminate any Trial Product at any time in its sole discretion and is under no obligation to make any Trial Product commercially available.

16 SEVERANCE

16.1 If any provision of a Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable:

- (a) the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable; or
- (b) to the extent that modification under Clause 16.1(a) cannot be implemented, such provision or part-provision shall, to the extent required, be deemed not to form part of such Contract,

and the validity and enforceability of the other provisions of such Contract shall not be affected.

17 ASSIGNMENT AND SUB-CONTRACTING

17.1 Subject to Clause 17.2, neither Party will assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any or all of its rights and obligations under a Contract without the prior written consent of the other Party.

17.2 TalkTalk Business may assign, transfer or sub-contract any or all of its rights and obligations under a Contract to a third party provided that TalkTalk Business remains primarily liable for the acts and omissions of such third party subject to the terms and conditions of the Contract.

18 WAIVER

18.1 A waiver of any right or remedy under a Contract or by law is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default, except as set out in Clause 18.3 and Paragraph 6.3 of the Support Terms.

18.2 A failure or delay by a Party to exercise any right or remedy provided under a Contract or by law will not constitute a waiver of

that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under a Contract or by law will prevent or restrict the further exercise of that or any other right or remedy, except as set out in Clause 18.3.

18.3 Customer must bring any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims) within 12 calendar months of the date it first became aware or ought reasonably to have become aware of the facts giving rise to the liability or alleged liability or within the relevant statutory limitation period, whichever is the earlier or such dispute or claim will be barred.

19 THIRD PARTY RIGHTS

19.1 PhonepayPlus may directly enforce the provisions of a Contract under the Contract (Rights of Third Parties) Act 1999 in so far as such provisions relate to regulation of a Product by PhonepayPlus.

19.2 Each Contract will enure for the benefit of TalkTalk Business and its Affiliates from time to time.

19.3 Customer may make the Products available to its Affiliates and authorises TalkTalk Business to accept Product Orders submitted directly by its Affiliates. Customer will be liable to TalkTalk Business for any obligations undertaken by its Affiliates under a Contract including any liability to pay the Charges in respect of any Products provided by TalkTalk Business to Customer's Affiliates (even if invoiced directly to the Affiliate) and Customer will be liable to TalkTalk Business for any act and omission of its Affiliates in breach of the terms and conditions of a Contract. Customer's Affiliates will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract, but TalkTalk Business will be liable to Customer for any loss or damage suffered by Customer's Affiliate as a result of TalkTalk Business' breach of a Contract as if such loss had been suffered by Customer.

19.4 Except as expressly provided in Clauses 19.1, 19.2 and 19.3, a person who is not a party to a Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.

19.5 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under a Contract are not subject to the consent of any other person.

20 NOTICES

20.1 All contractual notices for a Contract must be in writing and be sent either by letter or email as follows:

- (a) in the case of TalkTalk Business:
 - (i) Address: 11 Evesham Street, London, W11 4AR, Attention: Head of Legal; or
 - (ii) Email: contractnotices@talktalkplc.com;or
- (b) in the case of Customer:
 - (i) Address: using the details set out on the quote attached to these Customer Account Terms; or
 - (ii) Email: using the email details set out on the quote attached to these Customer Account Terms.

20.2 Operational correspondence should be sent to a Party's usual operational contact(s).

20.3 A Party may change the details recorded for it in this Clause 20 by notice to the other in accordance with Clause 20.1.

20.4 Notices are effective where:

- (a) delivered by hand, at the time of signature of a delivery receipt or at the time the notice is left at the relevant address;
- (b) sent by guaranteed next Business Day delivery

CUSTOMER ACCOUNT TERMS

service providing proof of postage, at 9am on the second Business Day after the posting date;

(c) sent by email, on the sending date in the sender's time zone where sent before 5pm in the recipient's time zone on a Business Day or on the next Business Day where sent after 5pm, in each case as verified by written or automated notification or by electronic log; or

(d) for the purposes of Clauses 6.1 and 7.3(a), as an alternative to the preceding methods, at the time of a verbal notification to Customer's finance/accounts payable department, and to be followed up with written notice.

(e) If, subsequent to sending an email notice in accordance with Clause 20.1, a Party receives notice that such email has not been delivered then this shall not invalidate the service of the original email notice (including as to time of effectiveness) but the notifying Party shall also send the relevant notice by another method of service listed in Clause 20.1 as soon as reasonably practicable.

(b) headings shall be for ease of reference only and shall not affect the interpretation of the Contract;

(c) other than Customer's obligation to pay the Charges in accordance with Clause 5.1, time will not be of the essence and any dates given are estimates only;

(d) any obligation on a Party not to do something includes an obligation not to allow that thing to be done; and

(e) references to:

(i) Clauses are to clauses in these Customer Account Terms and to Paragraphs are to paragraphs of the Support Terms or the applicable Product Terms;

(ii) a person includes a corporate or unincorporated body (whether or not having a separate legal personality);

(iii) one gender will include a reference to any other gender;

(iv) a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time under that statute or statutory provision;

(v) writing or written does not include faxes;

(vi) the Contract or to any other agreement or document referred to in the Contract is a reference to the Contract or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Contract) from time to time;

(f) words in the singular will include the plural and vice versa; and

(g) the words "include(s)", "including" or "in particular" are deemed to have the words "without limitation" following them.

21 VARIATIONS

21.1 Subject to Clauses 4.3 and 5.7, no variation of a Contract will be effective unless it is in writing and signed by the Parties or their authorised representatives.

21.2 TalkTalk Business reserves the right to manage change control in relation to any Product in accordance with any procedure set out in the applicable Product Documentation.

22 ENTIRE AGREEMENT

22.1 Each Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, covenants, indemnities, commitments, warranties, representations, statements and understandings between them howsoever made, whether express or implied, and whether made innocently or negligently ("Statements") relating to its subject matter.

22.2 Each Party acknowledges that in entering into a Contract it does not rely on, and shall have no remedies in respect of, any Statements that are not expressly stated in the applicable Contract.

22.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any Statements or terms of a Contract.

23 SURVIVAL OF CLAUSES

The expiry or termination of a Contract will not affect any provisions of it as are expressed to operate or have effect after its termination and will be without prejudice to any right of action already accrued to either Party in respect of any breach of a Contract by the other Party.

24 GOVERNING LAW AND JURISDICTION

24.1 Each Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims):

(a) shall be governed by, and construed in accordance with, the laws of England and Wales; and

(b) the Parties submit to the exclusive jurisdiction of the courts in England and Wales in relation to any matters arising therefrom.

25 DEFINITIONS AND INTERPRETATION

25.1 In a Contract:

(a) words and phrases used with capital letters have the meanings given in the glossary at the end of these Customer Account Terms, unless otherwise defined in the glossary at the end of the applicable Product Terms or in a Product Order;

25.2 Where a Contract comprises multiple Products, Customer's right of termination, the treatment of any Incident and any Credits due will be construed in relation to the affected Product only, unless the Product comprises multiple Connections when Customer's right of termination, the treatment of any Incident and Credits due will be construed in relation to the affected Connection only.

25.3 In the case of conflict or ambiguity, the order of precedence for a Contract and any documents attached to or referred to in it will be as follows, in descending order of importance:

(a) the Product Order; then

(b) any Special Conditions; then

(c) the Product Terms; then

(d) these Customer Account Terms; then

(e) documents attached or referred to in the Contract.

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SUPPORT TERMS

1 SUPPORT OPERATING HOURS

- 1.1 Incident logging is available to Customer 24 hours a day seven days a week 365 days a year.
- 1.2 Incident resolution support is available to Customer as detailed in the Support Annex.
- 1.3 General customer service support is available to Customer as detailed in the Support Annex.

2 MAINTENANCE

- 2.1 TalkTalk Business will use reasonable endeavours to carry out any Maintenance during the Maintenance Window. Maintenance will not constitute an Incident where:
- (a) TalkTalk Business notifies Customer in advance of the Maintenance as set out in the relevant Support Annex;
 - (b) it does not exceed the maximum duration specified in the notification for such Maintenance;
 - (c) it does not impact the Product; or
 - (d) it is carried out during the Maintenance Window.

3 INCIDENT MANAGEMENT

- 3.1 Before contacting TalkTalk Business about an Incident, Customer should make all reasonable efforts to rule out the possibility that it is caused by Customer Equipment.
- 3.2 Customer should report an Incident to TalkTalk Business as soon as reasonably practicable.
- 3.3 Where the cause of an Incident is not due to a failure of a Product (for example if there is a failure of Customer Equipment), Customer shall be liable for TalkTalk Business' reasonable costs and expenses incurred in investigating the same.
- 3.4 Unless the Product Documentation states otherwise Customer must report Priority 1 or 2 Incidents using the telephone number on the TalkTalk Business Website or as otherwise provided by TalkTalk Business. Any Priority 1 or 2 Incidents which are not reported in the correct manner are not subject to the Resolution Target.
- 3.5 Priority Level 3 Incidents may be reported by phone, email or relevant web portal.
- 3.6 Customer will be required to provide the following information when reporting the Incident:
- (a) name and contact details (including email) of person reporting Incident;
 - (b) Incident Site contact details;
 - (c) times at which Customer representative will be at Site to give access to TalkTalk Business or its representative;
 - (d) Connections or Products affected; and
 - (e) Incident description or details of the Incident symptoms.
- 3.7 When an Incident is reported by Customer, TalkTalk Business will assign a Priority Level and Incident reference and provide this to Customer within 30 minutes of notification of the Incident to TalkTalk Business.
- 3.8 Where an Incident is temporarily repaired, the Incident may be reduced to a lower Priority Level as appropriate. The re-classification of an Incident will determine the course of actions thereafter.
- 3.9 For Priority 1 Incidents, Customer agrees that Intrusive Testing by TalkTalk Business can occur without seeking permission. For any other issue where TalkTalk Business believes that Intrusive Testing is required, it will seek permission from Customer before doing so.

- 3.10 Where an appointment is agreed to work on Site and anyone acting on TalkTalk Business' behalf is unable to gain access to the Site or carry out the necessary work on Site, TalkTalk Business may levy associated Ancillary Charges, unless it is TalkTalk Business' error.

4 INCIDENT PRIORITY

- 4.1 Incident Priority is classified accordingly:

Priority Level	Incident Description
Priority 1 Total Outage	Total loss of service existing for five minutes or more before logging.
Priority 2 Severe Intermittence	Significant degradation or materially intermittent connectivity that has high degree of service impact and where the intermittence can be demonstrated repeatedly within an hour interval.
Priority 3 Degradation	Incident has low service impact.

5 RESOLUTION

- 5.1 The duration of an Incident will be measured in Clock Hours.
- 5.2 TalkTalk Business may keep an Incident open for monitoring purposes after Resolution until Closed.
- 5.3 If the same Product (or, where applicable under Clause 25.2, a Connection) experiences multiple Incidents arising from a single root cause within the same month, TalkTalk Business will consider and treat this as an intermittent single Incident for the purposes of Resolution Targets and Credits.

6 CREDITS

- 6.1 In the event that an Incident is not Resolved within the Resolution Target, TalkTalk Business will credit Customer's account with the applicable percentage of the Recurring Charges paid for the relevant Product (or, where applicable under Clause 25.2, Connection) in respect of the calendar month in which the Incident occurred and as detailed in applicable Support Annex (if any).
- 6.2 The maximum Credits available per month will be as detailed in the Support Annex.
- 6.3 In order to receive any available Credits, Customer must notify TalkTalk Business, in writing, within 30 days of the end of the calendar month for which Credits are claimed. If Customer fails to claim the Credit within this time period, Customer will be deemed to have waived Customer's right to claim the Credit.
- 6.4 All claims for Credits must be supported by the appropriate Incident references.
- 6.5 TalkTalk Business will review the Incident to substantiate the amount of Credit due, if any.
- 6.6 Any Credit claimed by Customer will be delivered in the form of a credit note which can only be applied against future invoices.

7 ESCALATION

- 7.1 Escalation means that more senior support staff will be made aware of Customer's Incident and provide additional assurance to Customer.
- 7.2 TalkTalk Business will provide Customer with the escalation procedure for each Product on request.

CUSTOMER ACCOUNT TERMS

GLOSSARY

Affiliate	In relation to a Party to a Contract (at the relevant time), any company which is a Subsidiary or a Holding Company or which is a Subsidiary of any such Holding Company from time to time (where 'Subsidiary' and 'Holding Company' have the meanings given in section 1159 and Schedule 6 of the Companies Act 2006).
Ancillary Charges	Any third party charges incurred by TalkTalk Business relating to the provision of a Product that are not Installation Charges, Recurring Charges, Usage Charges or Cancellation Charges.
Ancillary Equipment	Any equipment, apparatus, software, systems and cabling provided by, or on behalf of, TalkTalk Business to provide a Product at a Site. The Ancillary Equipment does not include the TalkTalk Business Network.
Business Day	A day which is not Saturday, Sunday or a public holiday in England and Wales.
Cancellation Charges	The charges (if any) set out in any Product Terms, Product Order or Price List payable by Customer to TalkTalk Business as a result of cancelling a Contract or any Connection during a Contract Term.
Charges	The Installation Charges, the Recurring Charges, the Usage Charges, the Ancillary Charges and the Cancellation Charges.
Clock Hours	The difference between the logging of the Incident and when the status of the Incident becomes Resolved, excluding Parked Time.
Closed	The status that an Incident is changed to when either: (i) TalkTalk Business has notified Customer that the Incident has been Resolved and Customer confirms the Incident is fixed; or (ii) when the status has been Pending Requestor Information for three days.
Confidential Information	All business and trade secrets, methods of doing business, customer lists, tariffs and pricing information and all other confidential information and material disclosed by or obtained from a Party in connection with a Contract.
Connection Date	The date TalkTalk Business notifies Customer a Product will be ready for use by Customer or, where a Product comprises multiple Connections, a Connection will be connected to the TalkTalk Business Network or, if earlier, the date upon which Customer first uses the Product or Connection.
Connection(s)	Each single connection of a Product to the TalkTalk Business Network and "Connected" will be construed accordingly.
Contract	A Product Order and any terms set out in it, which has been accepted by TalkTalk Business in accordance with Clause 1.2, incorporating the Customer Account Terms and the applicable Product Terms.
Contract Term	The period commencing on the date of the Contract and expiring after the period from the Connection Date specified in the applicable Product Terms or Product Order.
Credit Limit	A monthly financial limit on the Charges which may be incurred under all Contracts.
Credits	The amounts payable, if any, by TalkTalk Business to Customer under Paragraph 6.1 of the Support Terms.
Customer Account Terms	These terms and conditions including the Support Terms.
Customer Equipment	Any equipment, apparatus, software, systems and cabling provided by Customer and used to access the Products.
End User	Any person authorised by Customer to use the Product.
Force Majeure Event	An event beyond the reasonable control of a Party which is not attributable to its fault or negligence, including acts of God, expropriation or confiscation of facilities, any form of government intervention, war, threat or preparation for war, hostilities, rebellion, terrorist activity, local or national emergency, civil commotion, strikes or other industrial action (other than affecting the Party seeking to rely on such event), imposition of sanctions, embargo, sabotage or riots, floods, fires, explosions or other catastrophes, natural disasters, nuclear or chemical or biological contamination, epidemic or pandemic, interruption or failure of utility service, power failures, non-availability of any third party communications services or the internet.
Incident	An unplanned interruption or a reduction in the quality of a Product.
Installation Charges	The charges incurred as a result of or arising from the installation of the Products by TalkTalk Business at the Site.
Intellectual Property Rights	Patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Intrusive Testing	Testing carried out by TalkTalk Business or its sub-contractors that will have a temporary, material detriment to a tested circuit's operation from Customer's perspective, to the extent that the Product may not be useable during testing.
Legislation	Any legislation, authorisations, permissions, rules, regulations, codes of practice, orders and guidelines relating to the provision, marketing or use of the Products, including any directives or other requirements issued by any regulator from time to time.
Maintenance	Proactive maintenance of a Product to minimise Incidents.
Maintenance Window	The hours of 00:00 to 06:00, seven days a week or, where different, as set out in the relevant Product Terms.
Material Failure	The Product has fallen below the material failure threshold (if any) specified in the applicable Support Annex.
Network Provider Edge	The device between the TalkTalk Business Network and areas administered by Customer.
Network Terminating Equipment	The device provided by or utilised by TalkTalk Business at the end of a communication path to a Site to provide a connection

CUSTOMER ACCOUNT TERMS

from Customer Equipment to the TalkTalk Business Network.

Parked Time	The status an Incident is moved to when resolution of the Incident is outside the control of TalkTalk Business including when: <ul style="list-style-type: none">(a) an act or omission by Customer or a third party acting on Customer's behalf prevents TalkTalk Business from completing its obligations;(b) the status of the Incident is Pending Requestor Information;(c) Customer fails to accept the first engineering appointment within the Resolution Target offered by TalkTalk Business (until such time as the agreed engineering appointment commences);(d) TalkTalk Business or its agent is unable to gain access to the relevant Site or Equipment (as applicable);(e) TalkTalk Business is awaiting power down or up of Customer Equipment;(f) TalkTalk Business is unable to progress resolution of the Incident due to Maintenance;(g) the Incident is outside the applicable resolution support hours; or(h) the Incident is assigned to BT or other applicable Third Party Operator and then BT or other applicable Third Party Operator validly place the Incident within parked time.
Party	TalkTalk Business or Customer and together the "Parties".
Pending Requestor Information	When TalkTalk Business has requested information or an action from Customer and is unable to progress the Incident without the requested information or action being completed.
PhonepayPlus	The regulatory body for all premium rate charged telecommunications services.
Price List	The price list of Charges for the applicable Product as provided to Customer and as such are periodically updated and made available to Customer from time to time.
Priority Level	The level of priority of an Incident as assigned pursuant to the Support Terms.
Product	Any service, Ancillary Equipment and Purchased Equipment provided by TalkTalk Business to Customer pursuant to a Contract or as more particularly described in the applicable Product Terms and any associated Product Documentation, and "Products" will be construed accordingly.
Product Documentation	Any Product specific documentation setting out technical specifications, parameters, capabilities, limitations or further relevant information, as made available to Customer, and as such may be periodically updated by TalkTalk Business in accordance with these Customer Account Terms. Copies are available upon request from TalkTalk Business.
Product Order	Each proper request for a Product made pursuant to these Customer Account Terms and the applicable Product Terms.
Product Terms	The terms applicable to a particular Product or group of Products.
Purchased Equipment	Any equipment, apparatus, software, systems and cabling purchased by Customer from TalkTalk Business as a Product.
Recurring Charges	The regular charges for a Product that are incurred periodically in the same amount, such as line rental.
Resolution Target	The time within which TalkTalk Business targets to resolve the Incident as set out in the applicable Support Annex.
Resolved	The status an Incident is changed to when TalkTalk Business believes the Incident is fixed and "Resolution" will be construed accordingly.
Site	Any premises, not owned or controlled by TalkTalk Business, at which a Product is to be provided.
Small Business Customer	A Customer who is neither a communications provider nor a person for which more than ten individuals work (whether as employees, volunteers or otherwise).
Special Conditions	Any express supplemental terms agreed between the Parties.
Statements	Has the meaning set out in Clause 22.
Support Annex	The section of the Product Terms that supplements the Support Terms by setting out the support standards applicable to a specific Product.
Support Terms	The section of these Customer Account Terms headed "Support Terms" that detail the support applicable to the Products.
TalkTalk Business	TalkTalk Communications Limited trading as TalkTalk Business, a company registered in England & Wales with company number 03849133.
TalkTalk Business Equipment	The Ancillary Equipment and, until title has passed to Customer in accordance with Clause 10.1(c), the Purchased Equipment.
TalkTalk Business Network	The public electronic communications network operated by TalkTalk Business or its Affiliates from time to time.
Third Party Operator	The operator of any electronic communications network or provider of any electronic communications services over which or through which TalkTalk Business may provide Products.
Trial Products	Any TalkTalk Business' product or service not generally available to TalkTalk Business' customers.
Usage Charges	The charges that are incurred based on use of a Product, such as call charges or bandwidth usage charges. This covers all charges incurred including where a Product is used without Customer's knowledge, consent or otherwise.

MANAGED DATA PRODUCT TERMS

1 SCOPE

- 1.1 These Product Terms cover:
- (a) Managed Internet Access; and
 - (b) Managed MPLS Products.
- 1.2 Customer can rent TalkTalk Business Equipment from TalkTalk Business as listed in the Price List.

2 ORDERING OF PRODUCTS

- 2.1 Customer may order Managed Data Products by submitting a Product Order in accordance with the Customer Account Terms. Due to the nature of the services provided TalkTalk Business may require that an agreed PID is attached to the Product Order submitted by Customer.
- 2.2 TalkTalk Business shall use reasonable endeavours to process the Product Order within five Business Days of receipt.

3 ADDITION OF PRODUCTS

- 3.1 Customer may add to or amend existing Managed Data Products by submitting a new Product Order. Depending on the complexity of the change TalkTalk Business reserve the right to update the existing PID or attach a new PID to the relevant Product Order.
- 3.2 The Contract Term for any change to a Contract for Managed Data Products will be as set out in the applicable Product Order.

4 PRODUCT SUPPORT

- 4.1 TalkTalk Business will provide support, where purchased, for Managed Data Products in accordance with the Customer Account Terms and the attached Support Annex.

5 PRODUCT RESTRICTIONS

- 5.1 The following are excluded from the provision of any Managed Data Product:
- (a) any electrical or other work external to TalkTalk Business Equipment, Customer Equipment or Purchased Equipment, moving or re-installation of TalkTalk Business Equipment, Customer Equipment or Purchased Equipment, or replacement of consumable materials; and
 - (b) the cost of repair or replacement or extra service time made necessary by accidental damage, mis-use, negligence (other than caused by TalkTalk Business or its sub-contractors) or failure to observe TalkTalk Business' or manufacturer recommendations or those of any relevant third party or for causes external to the TalkTalk Business, Customer or Purchased Equipment.
- 5.2 Where any TalkTalk Business Equipment, Customer Equipment or Purchased Equipment is no longer supported by the manufacturer then, to the extent TalkTalk Business has agreed to provide support services pursuant to a Product Order, TalkTalk Business' obligations under these Product Terms shall be to use its reasonable endeavours to maintain and Customer shall not be entitled to Credits for any failure to comply with the Support Terms.

6 CHARGES

- 6.1 The Charges relating to the Managed Data Product are set out in the Price List. Where TalkTalk Business is required to do any ad hoc work or agrees to provide any of the services listed in Clause 5.1, this will be charged at TalkTalk Business' prevailing hourly rates for such services, which are available on request.
- 6.2 Unless otherwise stated in the relevant Product Order or PID, the Charges for Managed Data Products will be invoiced in the following manner:
- (a) Recurring Charges:
 - (i) will be billed monthly in advance; and
 - (ii) for a part month billing due to new installation, addition or cancellation will be billed (or credited) pro rata in arrears; and
 - (b) all other Charges will be invoiced monthly in arrears.

7 TERMINATION ON NOTICE AND CANCELLATION CHARGES

- 7.1 A Party may terminate a Contract or any Connection forming part of a Contract by giving 40 days' notice to the other Party.
- 7.2 Cancellation Charges for Managed Data Products are equal to the value of all Recurring Charges that would have been payable by Customer from the date of termination to the end of the applicable Contract Term in respect of the Connections which are terminated.

MANAGED DATA PRODUCT TERMS

SUPPORT ANNEX

Support Hours and Maintenance Notification		
Incident reporting	24 x 7 x 365	
Incident Resolution	Premium	Priority 1 & Priority 2 Incidents - 24 x 7 x 365
	Express	Priority 3 Incidents – 24 x 7, Saturdays, Sundays and public holidays in England excluded
	Enhanced	
	Standard	24 x 7, Saturdays, Sundays and public holidays in England excluded
General Customer Services	Office Hours	
Maintenance notification	Minimum of 3 Business Days	

Resolution Targets (Clock Hours) – Premium	
Priority Level	Resolution Target
Priority 1	4
Priority 2	8
Priority 3	24

Resolution Targets (Clock Hours) – Express	
Priority Level	Resolution Target
Priority 1	7
Priority 2	24
Priority 3	72

Resolution Targets (Clock Hours) – Enhanced	
Priority Level	Resolution Target
Priority 1	24
Priority 2	72
Priority 3	As soon as reasonably possible

MANAGED DATA PRODUCT TERMS

SUPPORT ANNEX

Resolution Targets (Clock Hours) – Standard	
Priority Level	Resolution Target
Priority 1	72
Priority 2	120
Priority 3	As soon as reasonably possible

Resolution Targets (Clock Hours) – Faulty Hardware	
Priority Level	Resolution Target
Priority 1	4
Priority 2	As soon as reasonably possible
Priority 3	As soon as reasonably possible

Credits - available for Priority 1 Incidents only	
Clock Hours exceeding Resolution Target (per Incident)	Credit (% of the applicable Monthly Recurring Charges)
< 1 Day	50%
≥ 1 Day	100%

Thresholds	
Maximum Credits per Connection per month	100%
Material Failure for a Connection	Maximum Credits received twice in any six month period
	Right of exit has arisen in accordance with the Ofcom Business Broadband Speeds Code of Practice

MANAGED DATA PRODUCT TERMS

GLOSSARY

PID The Project Initiation Document setting out the scope of the applicable Managed Data Products together with any documents referred to therein.