

Mobile Communications Services *Terms & Conditions*

Interpretation

1.1 In this Agreement the following expressions shall (unless the context otherwise requires) have the following meanings:

Agreement means this agreement (including the schedules attached) as the same may (unless otherwise stated in this Agreement) by agreement between the parties be subsequently amended or varied in accordance with clause 25

ARPU means the monthly gross revenue per Connection or for the relevant Connection (as applicable) for Monthly Access Charges and Call Charges, but excluding (without limitation) VAT, Connection Charges, connection bonuses, upgrade bonuses and handset costs

Artificially Inflated Traffic means the flow of calls and/or data to any particular revenue share service which is, as a result or consequence of any activity by or on behalf of any Connection or the Client, disproportionate to the flow of calls and/or data which would be expected from good faith commercial practice and usage of the cellular electronic communications network operated by VIZST TECHNOLOGY and/or the relevant Network Operator

Authority means any authority to provide an electronic communications network under the Communications Act 2003 or any licence granted to VIZST TECHNOLOGY and/or any Network Operator by the Secretary of State under the Wireless Telegraphy Act 1949 (as amended in 1998)

Bond means a cash deposit with VIZST TECHNOLOGY, and/or a bank guarantee in favour of VIZST TECHNOLOGY and completed by a recognised UK clearing bank, in each case in such amount as notified from time to time by VIZST TECHNOLOGY to the client, to protect VIZST TECHNOLOGY from any financial risks associated with this Agreement, to include without limitation, such outstanding amounts due to VIZST TECHNOLOGY (whether within or outside the relevant payment terms)

Call Charge means a charge for a pre-determined unit of time at the rates set out or referred to in the Mobile Pricing Guide

Claw-back Charge the charges (as set out in the Mobile Pricing Guide) levied by VIZST TECHNOLOGY to recover payments previously paid

Commencement Date means the date of this Agreement

Connection means a connection to the Services identified by its own unique mobile telephone number provided under any Customer Contract in respect of which a person or entity (the Customer) is liable to pay the Client for such Connection

Connection Charge means the relevant sums specified in the Mobile Pricing Guide

Customer is as defined in the definition of Connection

Customer Contracts means the Client's contracts with Customers for the Services which VIZST TECHNOLOGY may require amending from time to time in accordance with clause 26.5(a)

Data Protection Laws means all applicable laws relating to data protection, the processing of personal data and privacy, including without limitation:

- (a) the Data Protection Act 2018;
- (b) the General Data Protection Regulation (EU) 2016/679 (GDPR); and
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications) (PECR);

and references to Controller, Processor, Data Subjects, Personal Data, Process, Processed, Processing, Processor and Supervisory Authority have the meanings set out in, and will be interpreted in accordance with, such Data Protection Laws

Fair Usage Policy means the fair usage policy set out or referred to in the Pricing Guide

Force Majeure Event means an event beyond the reasonable control of a party including Acts of God, fire, tempest, civil commotion, war (whether declared or not), riot, explosion, actions or omissions of OFCOM, of government (whether local or national) or of BT or of any other public communication services provider

Gateway means any equipment containing a SIM which enables the routing of calls or data (including

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without limitation, text or picture messages) from fixed apparatus to mobile equipment by establishing a mobile to mobile call or transmission

to the Systems, the Post Pay Administration Systems, SIMs and/or the Services and/or

Group means together a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time

- (b) unauthorised and/or unlawful use (whether actual or attempted) of the Systems, the Post Pay Administration Systems, SIMs and/or the Services

Inclusive Allowance means any voice calls, SMS or data which are included as part of a Monthly Access Charge for a Connection

Information Commissioner means such person as shall hold the office from time to time of the head of the Office of the Information Commissioner or such body which shall regulate the requirements under the Data Protection Act 2018 or any subsequent relevant legislation

VIZST TECHNOLOGY means Vizst Technology Ltd

Monthly Access Charge means the relevant sums specified in the Pricing Guide

Minimum Term means the term defined in the signed customer order form.

Network Operator means the relevant network operator (from the list in schedule 1) supplying the relevant Services to VIZST TECHNOLOGY which VIZST TECHNOLOGY makes available for its clients.

Operational Data means Personal Data provided or made available by one party to the other which is operationally required for the performance of this Agreement (business contact information such as names, email addresses and telephone numbers) relating to that party's employees or representatives

Parent Undertaking has the meaning given to it in section 1162 of the Companies Act 2006

Post Pay Administration Systems those computerised data processing and billing systems established and operated by the relevant Network Operator from time to time for the purpose of facilitating (amongst other things) the connection of SIMs to the Systems and billing for Services

Post Pay Fraud shall include (without limitation):

- (a) theft, fraud and/or deception (whether actual or attempted) in relation

Mobile Pricing Guide means the charges and commercial terms such as (without limitation) details of handset costs, accessories costs, professional services fees, Claw-back Charges, connection bonuses (if any) upgrade bonuses (if any), Connection Charges and performance requirements relating (without limitation) to ARPU and/or number of connections (provided to the Client by VIZST TECHNOLOGY), as may be amended, published and/or replaced by VIZST TECHNOLOGY from time to time, VIZST TECHNOLOGY will endeavour to publish the Pricing Guide by the first Working Day of the period to which it applies. This will be available online at the VIZST TECHNOLOGY website or by request.

Relevant Personal Data means the Personal Data provided to the other party or any members of its Group or generated in the performance of the Services or other obligations under this Agreement, or accessed by a party (including but not limited to Traffic Data)

Service Provider Agreement has the meaning given to it in recital (B)

Services such post pay telecommunications services as VIZST TECHNOLOGY may make available to the Client from time to time by virtue of its rights under the Service Provider Agreements, such services as at the Commencement Date being those set out in schedule 1 and as amended by VIZST TECHNOLOGY from time to time

SIM a Subscriber Identity Module which contains Connection information and which when used with a device enables access to Services provided by means of the Systems

Subscriber Number means a telephone number (whether or not allocated by VIZST TECHNOLOGY) for use by a Connection for the purposes of obtaining the Services

Subsidiary Undertaking has the meaning set out in section 1162 Companies Act 2006

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Systems means those mobile telecommunications systems which the relevant Network Operator is licensed to run and has made available to VIZST TECHNOLOGY

Territory those parts of the United Kingdom in which the relevant Network Operator operates the Systems as mobile public telecommunication systems

Traffic Data means any data processed for the purpose of the conveyance of a communication on an electronic communications network and/or for billing

United Kingdom means England, Scotland, Wales, Northern Ireland and the Isles of Scilly, but excluding the Channel Islands and the Isle of Man

Unremedied Default means where the Client has been put on notice by VIZST TECHNOLOGY that an invoice is overdue (Notice of Payment Default) and where the invoice remains unpaid 3 Working Days after the Notice of Payment Default has been issued by VIZST TECHNOLOGY

Working Days means Monday to Friday (excluding all UK public holidays)

Working Hours means between 8.30am and 5.30pm on a Working Day

VAT means value added tax or other similar tax, charge or levy at the rate applicable from time to time

Year means a 12 month period commencing on the Commencement Date or an anniversary thereof

1.2 Unless otherwise stated, any obligation (including an obligation to "procure" or "ensure") assumed by an obligor under this Agreement takes effect as a primary obligation.

1.3 In this Agreement capitalised words and expressions shall have their respective meanings set out in clause 1.1 or in the schedules (as the case may be).

1.4 The schedules (each as amended from time to time) shall form part of this Agreement and shall be construed and shall have the same force and effect as if they were expressly set out in the body of this Agreement. The provisions of the schedules shall be deemed to amend and supplement, where appropriate, the provisions in the main body of this Agreement.

1.5 The headings in this Agreement are for ease of reference only and shall not constitute a part of this Agreement for any purpose.

1.6 References in this Agreement to any clause shall be deemed to be a reference to a clause in the main body of this Agreement.

1.7 References in this Agreement to any schedule shall be deemed to be a reference to a schedule of this Agreement.

1.8 References in this Agreement to a Paragraph shall be deemed to be a reference to a paragraph in a schedule.

1.9 The expression person where used in this Agreement shall mean any person firm, company, partnership, government, state, or agency of state, or joint venture or other legal entity.

1.10 References in this Agreement to any party includes its successors in title and assigns.

1.11 Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa.

1.12 References to the Office of Communications or Ofcom shall be deemed to include any other governmental or regulatory body from time to time having like powers and functions.

1.13 References to any holder of office in any governmental or regulatory body shall mean such holder from time to time or the holder of any similar office having the like powers and functions from time to time.

1.14 References in this Agreement to a statute or statutory provision includes:

- (a) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it;
- (b) any repealed statute or statutory provision which it re-enacts (with or without modification); and
- (c) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.

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Financial Security

2.1 The Client warrants, represents and undertakes that in the event that the Client is unable to satisfy the level of security required (as calculated in accordance with clause 3.7) by VIZST TECHNOLOGY, the Client's credit score with Experian deteriorates or if the Client is late in making payment of any invoice, within 5 Working Days following a request from VIZST TECHNOLOGY, a Bond shall be arranged in an amount (equivalent to the amount of any shortfall against the level of security required in accordance with clause 3.7) as notified to the Client by VIZST TECHNOLOGY. The Client shall, throughout the period described in clause 3.2, maintain the Bond in the form agreed as security for VIZST TECHNOLOGY against the Client failing to perform or comply with its obligations set out in this Agreement. The existence of the Bond shall be a condition of the continued provision by VIZST TECHNOLOGY of the Services to the Client. The Client shall not revoke, amend or otherwise change the Bond without VIZST TECHNOLOGY's prior written consent.

2.2 The Client shall ensure that the Bond is maintained continuously throughout the period from the date such Bond is required by VIZST TECHNOLOGY and ending on the date that the Client satisfies the last of its obligations to VIZST TECHNOLOGY pursuant to this Agreement.

2.3 If the Client's credit score with Experian deteriorates or if the Client is late in making payment of any invoice, VIZST TECHNOLOGY may (in its absolute discretion) require the Client to:

- (a) provide increased or additional financial security; or
- (b) amend the form of the financial security,

as a condition of the continued provision by VIZST TECHNOLOGY of the Services to the Client. Additional financial security may include (as VIZST TECHNOLOGY deems appropriate in its absolute discretion), without limitation, a Bond and/or guarantees by third parties (including banks and/or a parent company) against the failure of the Client to perform any of its obligations under this Agreement.

2.4 Failure to provide such increased security within 10 Working Days shall be deemed to be an irremediable material breach of the Client's obligations under this Agreement.

2.5 The Client agrees that VIZST TECHNOLOGY may review the Bond or other security at any time. The Client agrees to increase the Bond or other security at any time with 5 Working Days' notice to such amount (as calculated in accordance with clause 3.7) as notified to the Client by VIZST TECHNOLOGY.

2.6 VIZST TECHNOLOGY may (without limitation) call upon the Bond or other security whenever there is Unremedied Default and immediately thereafter the Client shall replenish the Bond or other security by the amount determined by VIZST TECHNOLOGY.

2.7 The Parties agree that the security required by VIZST TECHNOLOGY under this Agreement shall be calculated (at the point of assessment by VIZST TECHNOLOGY) by taking the average (over the most recent 12 calendar months) monthly revenue due to VIZST TECHNOLOGY under this Agreement, less all credit notes and/or credits multiplied by 2. In respect of any security requirement in relation to a Client with less than 12 calendar months trading history with VIZST TECHNOLOGY, the security required shall be calculated by multiplying £20 (or such other number as reasonably determined by VIZST TECHNOLOGY) by the higher of 125 or the number of connections the Client plans to connect plus the number of live Connections at the date of assessment.

2.8 For the purpose of assessing the financial status of the Client in connection with any review contemplated by this Agreement, the Client shall provide to VIZST TECHNOLOGY within fourteen (14) days of a request, all financial information in such form as VIZST TECHNOLOGY shall from time to time request so that VIZST TECHNOLOGY can satisfy itself as to the creditworthiness of the Client.

Services

3.1 Throughout the duration of this Agreement, VIZST TECHNOLOGY shall use reasonable endeavours to provide and maintain the availability of the Services upon the terms and subject to the conditions of this Agreement. VIZST TECHNOLOGY does not represent or warrant that the Services shall be available without interruption or free from error.

3.2 Where VIZST TECHNOLOGY is obliged to do so under a Service Provider Agreement, relevant legislation, regulations and/or statutory instruments or in times of national emergency, VIZST TECHNOLOGY may (on giving as much notice as reasonably practicable in the circumstances) give priority access to the Services by third parties and/or suspend Services to the Client, the Customers and associated Connections and in such situations the Client accepts

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that VIZST TECHNOLOGY shall have no liability to the Client, any Customer or any Connection in respect of an interruption or cessation of the Services and/or Connections. The Client acknowledges that in certain circumstances (such as national emergencies), VIZST TECHNOLOGY (acting reasonably and in good faith) may not be able to provide any notice.

3.3 VIZST TECHNOLOGY will use reasonable endeavours to ensure the relevant Network Operator provides the Services using reasonable skill and care.

3.4 This Agreement is subject to the continuing right of the relevant Network Operator under the relevant licence to provide mobile telecommunication services to VIZST TECHNOLOGY. Notwithstanding any other provision in this Agreement, if at any time the licences, or any right of any Network Operator under its licence to provide mobile telecommunication services to VIZST TECHNOLOGY, is withdrawn or terminated and not simultaneously replaced or renewed, (save to the extent that the relevant Network Operator is entitled to continue to provide mobile telecommunication services to VIZST TECHNOLOGY on a temporary basis) VIZST TECHNOLOGY may terminate this Agreement in respect of those Services affected by such an event without liability to the Client, any Customer or any Connection, save for breaches by either Party occurring prior to such termination.

3.5 This Agreement is also subject to the continuing right of VIZST TECHNOLOGY to provide the Services to the Client. Notwithstanding any other provision in this Agreement, if at any time the right of VIZST TECHNOLOGY to provide the Services using the Systems is withdrawn or terminated and not simultaneously replaced or renewed, (save to the extent that VIZST TECHNOLOGY is entitled to continue to run the Systems or provide any of the Services on a temporary basis) VIZST TECHNOLOGY may terminate this Agreement without liability to the Client, any Customer or any Connection, save for breaches by either Party occurring prior to such termination.

3.6 VIZST TECHNOLOGY shall be entitled to give written notice of reasonable length in the circumstances to the Client to make amendments or variations to this Agreement (save other than to the terms contained herein relating to the termination or the renewal of it) which are necessary by virtue of any provision in any Service Provider Agreement or legislation (or any changes to any of them).

3.7 Neither VIZST TECHNOLOGY nor the Network Operator captures information relating to the Connections' use of the internet and website access

(except for timings and volumes of data usage) and neither VIZST TECHNOLOGY nor the Network Operator shall provide such information to the Client and/or Customers. The Client acknowledges and agrees that VIZST TECHNOLOGY' call data records shall save in the case of demonstrable error constitute proof of data usage without further detail of any Connection's activity relating to such data use.

Regulatory Obligations

4.1 The Client shall comply with all relevant statute, regulations and guidelines (including Data Protection Laws and health and safety legislation) and shall not perform its obligations in a manner which shall place VIZST TECHNOLOGY and/or any Network Operator in breach of any relevant statute, regulations, licences, authorisations and guidelines including the applicable General Conditions of Entitlement. These may include, without limitation, the requirement to provide number portability, provide access to Directory Services for visually impaired customers and be a member of an approved Alternative Dispute Resolution service. The Client shall co-operate fully with VIZST TECHNOLOGY to enable VIZST TECHNOLOGY to comply with all of the same.

4.2 In the event that VIZST TECHNOLOGY receives a request from or on behalf of the Client or potential Client for:

- (a) the porting of any Subscriber Number to another service provider or network operator; or
- (b) the porting to the Client of any telephone number allocated by a third party or allocated by VIZST TECHNOLOGY to a third party,

then VIZST TECHNOLOGY shall assist in the carrying out of such porting in accordance with its requirements under GC B3 of the General Conditions of Entitlement (as may be amended by Ofcom from time to time) and the industry agreed "Porting Process Manual for Mobile Number Portability" and in accordance with any directions VIZST TECHNOLOGY may issue or adopt from time to time in connection with mobile number portability.

4.3 VIZST TECHNOLOGY shall ensure that any of its Clients and the users of any Connection who are visually impaired or otherwise disabled as to be unable to use a printed Directory can access Directory Information and Directory Enquiry Facilities appropriate to their needs, according to the

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requirements of GC C5 of the General Conditions of Entitlement (as may be amended by Ofcom from time to time).

4.4 The Client shall ensure, insofar as it is required to do so under the Authority, that any Customer is provided with a public emergency call service being a telecommunications service by means of which any member of the public at any time and without incurring any charge is able to communicate as swiftly as is practicable via equipment containing a SIM connected to the System with emergency organisations (the public police, fire, ambulance and coastguard services) for the purpose of notifying them of an emergency.

Duration and Applicable Terms

5.1 Subject always to the provisions of this Agreement relating to early termination, this Agreement shall commence as of the Commencement Date and shall continue for the Minimum Term and thereafter unless and until it is terminated by:

- (a) the Client giving to VIZST TECHNOLOGY not less than three months' written notice of termination to expire on or after the expiry of the Minimum Term or on any date thereafter; or
- (b) VIZST TECHNOLOGY giving to the Client not less than three months' written notice of termination to expire at any time.

Payment

6.1 The Client shall pay VIZST TECHNOLOGY all charges as detailed on an invoice issued by VIZST TECHNOLOGY including in particular (but without limitation) the Connection Charges, Monthly Access Charges and Call Charges, handset charges, accessory charges and professional services charges.

6.2 Unless otherwise specified by VIZST TECHNOLOGY:

- (a) Monthly Access Charges shall be invoiced by VIZST TECHNOLOGY monthly in advance;
- (b) Call Charges, Connection Charges and any other charges set out in or referred to in the Pricing Guide (other

than Monthly Access Charges) including (without limitation) handset charges, accessory charges and professional services charges shall be invoiced by VIZST TECHNOLOGY monthly in arrears; and

- (c) the Client shall also pay to VIZST TECHNOLOGY any Claw-back Charges incurred, if any, in accordance with the relevant Pricing Guide.

6.3 All charges of VIZST TECHNOLOGY shall be paid by the Client together with VAT at the appropriate rate. All charges set out in the Pricing Guide are stated exclusive of VAT.

6.4 Subject to clause 7.5, the Client shall make payment by Direct Debit of all invoices issued by VIZST TECHNOLOGY hereunder on or before the 30th day from the date of invoice. The Client shall complete the Direct Debit form set out in schedule 3 on or before the Commencement Date. For the avoidance of doubt, failure by VIZST TECHNOLOGY to issue a credit note on its relevant invoice or VIZST TECHNOLOGY issuing an invoice net of credits shall not excuse the Client of its obligation to pay an invoice submitted by VIZST TECHNOLOGY. Notwithstanding any postponement of the due date for payment (whether or not specifically agreed by VIZST TECHNOLOGY), but subject to clause 7.5, in respect of any invoices, VIZST TECHNOLOGY shall be entitled at any time to require subsequent payments to be made in accordance with this clause 7.4.

6.5 If following receipt of an invoice the Client (acting reasonably and in good faith towards VIZST TECHNOLOGY) disputes any charges to which such invoice relates or VIZST TECHNOLOGY has failed to provide the associated credit note or make the invoice net of credits then the Client shall pay any undisputed amounts, but shall be entitled to withhold payment of any disputed charges (which in the case of a disputed credit shall be limited to the value of that credit) pending resolution of the dispute in accordance with schedule 2 provided that the Client notifies VIZST TECHNOLOGY of any such dispute within 30 days of the date of the relevant invoice. Where on the resolution of a dispute it is agreed or determined that the amount which was the subject of the dispute was payable by the Client then the Client shall be liable (without prejudice to any other rights or remedies of VIZST TECHNOLOGY) to pay interest on such amount.

6.6 Subject to clauses 7.5, 7.7 and 7.8, all sums due to VIZST TECHNOLOGY from the Client under or in connection with this Agreement shall be paid in full without set-off counterclaim or other deduction whether arising under or in connection with this

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Agreement or any other agreement or arrangement between the parties or any of their Group companies.

6.7 The Client shall only be entitled to set-off any credit note issued by VIZST TECHNOLOGY in relation to connection bonuses and/or upgrade bonuses under this Agreement against the corresponding invoice raised by VIZST TECHNOLOGY under this Agreement relating directly to the charges such as bonuses. Credit notes in respect of connection and upgrade commissions shall be issued monthly in arrears.

6.8 VIZST TECHNOLOGY will only consider billing queries from the Client if made within six (6) months of the date of VIZST TECHNOLOGY' invoice/credit note for connection bonuses, upgrade bonuses, Call Charges, Monthly Access Charges, Connection Charges, handset charges, accessories charges, professional fees and charges detailed on the Pricing Guide.

6.9 VIZST TECHNOLOGY shall be entitled to set off and/or withhold any payments to the Client under this Agreement against any other sums owed or liable to be paid to VIZST TECHNOLOGY or any member of VIZST TECHNOLOGY' Group by the Client or any member of the Client's Group whether arising under or in connection with this Agreement or any other agreement or arrangement between the Parties or the relevant Group companies.

Billing

7.1 VIZST TECHNOLOGY shall at the request of the Client provide information (in a form and manner to be determined by VIZST TECHNOLOGY in its absolute discretion) which will enable the identification of the duration and time of telephone calls and/or the duration, time and quantity of data transfers applicable

to each Subscriber Number. VIZST TECHNOLOGY shall always provide no less than 30 days' notice if the manner in which the billing information is provided by VIZST TECHNOLOGY is to change materially.

Directory Information Services

8.1 The Client shall provide to VIZST TECHNOLOGY the name, address and Subscriber Numbers where the Client has expressed a wish to have their contact details included in a directory. VIZST TECHNOLOGY shall pass these contact details to providers of directories and directory services. VIZST TECHNOLOGY shall at all times comply with any legislation relating to directories and directory enquiries, including but not limited to regulations

implementing Article 12 of EU Directive 2002/58/EC and specifically obtain all relevant consents from its Customers for passing any directory information on to directory service provider companies and VIZST TECHNOLOGY.

8.2 The Client authorises VIZST TECHNOLOGY to process the data provided to VIZST TECHNOLOGY under this Agreement and to make such data generally available in conjunction with VIZST TECHNOLOGY' directory information services.

8.3 Each of the Parties undertakes to the other that it shall process all directory information received from the other relating to any end-user of VIZST TECHNOLOGY' Services in accordance with any code of practice issued or approved by the Information Commissioner relating to or in connection with the processing of such data.

Right to Not Provide Services

9.1 VIZST TECHNOLOGY shall not be obliged to provide or to continue to provide the Services or any part thereof and/or any other services hereunder if:

- (a) the Client fails to provide the security requested by VIZST TECHNOLOGY following a review in accordance with clause 3; or
- (b) the provision of any telecommunications services requested by the Client would require modification to the Systems; or
- (c) the Client commits a material breach of this Agreement and has failed to remedy the breach (if remediable) within twenty (20) days of the Client being notified in writing of such breach by VIZST TECHNOLOGY.
- (d) where VIZST TECHNOLOGY has exercised its rights pursuant to any security twice in any twelve month period and following the second exercise of such security, if the Client has failed to pay any undisputed charges due to VIZST TECHNOLOGY by the due date in accordance with clause 7, VIZST TECHNOLOGY shall be entitled to exercise its rights under this

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clause forthwith by giving notice in writing to the Client; or

- (e) the Client commits an irremediable material breach of this Agreement; or
- (f) the Client fails to comply with its obligations as specified in the relevant Pricing Guide; or
- (g) the applicable Service Provider Agreement expires or is terminated or the relevant Network Operator suspends provision of connections or other services under the relevant Service Provider Agreement.

9.2 Where VIZST TECHNOLOGY has exercised its right to enforce the Bond or any security under or in connection with the terms of this Agreement and the Client has been unable to satisfy its obligations under the Bond or other security and the Client has continued (for a period of more than 14 days from the date VIZST TECHNOLOGY has exercised its right to enforce the Bond or other security) to fail to pay the amount claimed by VIZST TECHNOLOGY under the Bond or other security and the Bond or other security then in place is insufficient to satisfy VIZST TECHNOLOGY' remaining debt, such event shall be treated as material breach of this Agreement and VIZST TECHNOLOGY shall be entitled to suspend provision of the Services in whole or in part, or terminate the Agreement forthwith by written notice.

Obligations of VIZST TECHNOLOGY

10.1 VIZST TECHNOLOGY shall observe and comply with the Authority (insofar as it may be applicable to Clients and service providers) the Wireless Telegraphy Acts 1949-2006 (as amended), the Communications Act 2003 (as amended), GC C8 of the General Conditions of Entitlement, other relevant legislation, directives, regulations and/or statutory instruments and comply with any requirement of the Office of Communications or the Secretary of State (or persons authorised on their behalf) under the Authority and/or any such legislation directives regulations or statutory instruments.

10.2 The Client shall not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees agents or representatives of VIZST TECHNOLOGY), the Systems or howsoever cause the quality of the Services to be materially impaired.

10.3 VIZST TECHNOLOGY shall make freely available the prices and terms and conditions to Clients.

10.4 VIZST TECHNOLOGY shall comply with any codes of conduct or similar documents of an industry body from time to time for the use and/or marketing of the Services and will comply with all relevant guidelines and codes issued by the Advertising Standards Authority or ICSTIS (or their successor bodies) or other relevant regulatory bodies including but not limited to Office of the Information Commissioner and shall use all reasonable endeavours to prevent the use of the services for spamming, malicious communications or any similar activities to these.

10.5 The Client shall comply with all of VIZST TECHNOLOGY' requirements, guidelines and similar documents or instructions including without limitation those in relation to location based services, adult content services and the protection of minors through controlling access to such services by means of barring of handsets or similar means.

10.6 The Client shall ensure that all equipment connected to the Services complies with all relevant laws and regulations, including without limitation, the requirements and/or guidelines in respect of such equipment as stated and/or recommended by the British Approvals Board of Telecommunications.

10.7 The client shall not;

- (a) use the Systems, the Services and/or any equipment supplied by the Client and/or any Network Operator for any purpose that is abusive, a nuisance, immoral, improper, illegal or fraudulent;
- (b) do anything that causes the Systems and/or Services to be impaired;
- (c) without prejudice to clause 13, use automated means to make calls or texts, or generate excessively high volumes of data (including via a Gateway);
- (d) use the Systems and/or Services to send unsolicited bulk SMS or email messages;
- (e) use the Systems and/or Services in a way which results in Artificially Inflated Traffic and shall use best endeavours to

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detect, identify, and prevent incidents of Artificially Inflated Traffic;

- (f) use the Systems and/or Services in a way which breaches the Fair Usage Policy;
- (g) use the System and/or Services in a way which is inconsistent with good faith commercial practice and/or to VIZST TECHNOLOGY and/or any Network Operator's detriment; and/or
- (h) resell or otherwise distribute the Services or any equipment supplied by VIZST TECHNOLOGY and/or the Network Operator except as otherwise expressly permitted by this Agreement.

10.8 The Client shall:

- (a) ensure that the following clauses are included in all Customer Contracts;

1. the obligations set out in clauses 4.7, 12.1, 12.2, 12.3, 12.11, 13 and 16.1(b);

2. the right for the Network Operator and VIZST TECHNOLOGY to directly recover from the applicable Customer any losses suffered in respect of any activity undertaken by any Customer or Connection set out in clause 12.9; and

3. the ability for the Customer Contract to be transferred to VIZST TECHNOLOGY.

Gateways

11.1 The Client shall not connect or continue connection by itself nor knowingly allow any Connection to connect or continue connection of any Gateways to the Systems for any purpose including without limitation the illegal provision of telecommunications services to a third party.

11.2 Save where approved in writing by the Commercial Director of VIZST TECHNOLOGY, the Client shall not allow the use of any automated means to send SMS or voice traffic, or generate data usage.

11.3 If the Client becomes aware that any Connection or any other party has established, installed or is using a Gateway in breach of this Agreement, the Client shall notify VIZST TECHNOLOGY as soon as reasonably practicable and shall upon request from VIZST

TECHNOLOGY provide technical particulars of the Gateway and its use to VIZST TECHNOLOGY' reasonable satisfaction. The Client shall follow VIZST TECHNOLOGY' instructions to facilitate the disconnection of any Gateway that breaches this Agreement. VIZST TECHNOLOGY may require the Client to repay to VIZST TECHNOLOGY any payments or bonuses paid by VIZST TECHNOLOGY to the Client in respect of Customers or Connections connected to Gateways that are so disconnected.

Force Majeure

12.1 The Client shall not connect or continue connection by itself nor knowingly allow any Connection to connect or continue connection of any Gateways to the Systems for any purpose including without limitation the illegal provision of telecommunications services to a third party.

12.2 Save where approved in writing by the Commercial Director of VIZST TECHNOLOGY, the Client shall not allow the use of any automated means to send SMS or voice traffic, or generate data usage.

12.3 If the Client becomes aware that any Connection or any other party has established, installed or is using a Gateway in breach of this Agreement, the Client shall notify VIZST TECHNOLOGY as soon as reasonably practicable and shall upon request from VIZST TECHNOLOGY provide technical particulars of the Gateway and its use to VIZST TECHNOLOGY' reasonable satisfaction. The Client shall follow VIZST TECHNOLOGY' instructions to facilitate the disconnection of any Gateway that breaches this Agreement. VIZST TECHNOLOGY may require the Client to repay to VIZST TECHNOLOGY any payments or bonuses paid by VIZST TECHNOLOGY to the Client in respect of Customers or Connections connected to Gateways that are so disconnected.

Liabilities

13.1 Subject to clause 15.2 and except as specified in this Agreement all warranties or terms or conditions whether express or implied by statute, common law or otherwise are hereby expressly excluded to the maximum extent permitted by law and the provisions of this clause 15 specify the entire liability of each Party arising out of this Agreement whether arising in contract, tort (including negligence) or out of any representation, statement or tortious act or omission or common law or statutory duty or otherwise.

13.2 Nothing in this Agreement excludes or limits the liability of :

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- (a) either party in respect of death or personal injury resulting from its negligence (including negligence of its employees, agents or contractors);
- (b) either party in respect of for any fraud or fraudulent misrepresentation;
- (c) either party in respect of any indemnity given under this Agreement;
- (d) either party in respect of for breach of clauses 18.1 and 18.2 (Confidentiality/Customer Details);
- (e) the Client in respect of any payment obligations of the Client set out in this Agreement; and/or
- (f) any liability which may not otherwise be limited or excluded under applicable law.

13.3 The Client shall indemnify and hold harmless VIZST TECHNOLOGY against any liability, loss or expense arising out of any actions proceedings and claims made (either during the term of this Agreement or for 24 months after the termination of this Agreement) by any Client, Connection or Network Operator against VIZST TECHNOLOGY and/or any Network Operator due to the Client's or its Customer's breach of relevant law and/or regulations or due to the Client's (or its authorised Customer's) mis-selling of any Services, except to the extent that such liability under this indemnity arises, directly, out of the negligent act or omission or wilful deceit of VIZST TECHNOLOGY.

13.4 If the Services are unavailable to the majority of the Client's Connections for a continuous period in excess of 12 hours then provided such unavailability is not as a result of:

- (a) a Force Majeure Event affecting VIZST TECHNOLOGY as referred to in clause 14; or
- (b) any act or omission by the Client; or
- (c) the interruption or cessation of the interconnection between the Systems and any third party's telecommunications system;

then (without prejudice to any other rights or remedies of the Client) the Client shall be entitled to an allowance representing such proportion of the Monthly Access Charge applicable to each of the Client's affected Connections (which would otherwise have been payable by the Client) as is appropriate having regard to the number of days in which the Services are unavailable for such continuous 12 hour periods providing that the Network Operator has chosen at its sole discretion to reimburse its own direct business customers that have been affected by the same event and period of unavailability, but VIZST TECHNOLOGY shall not otherwise (subject to clause 15.2) be obliged to compensate the Client for any other loss or damage incurred.

13.5 Subject to clause 15.2, 15.7 and 15.9, VIZST TECHNOLOGY' total aggregate liability in any Year howsoever arising under or in connection with this Agreement whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation, by way of indemnity or otherwise shall not exceed an amount equal to the lower of five hundred pounds (£500) or 110% of the charges paid (pursuant to this Agreement) to VIZST TECHNOLOGY by the Client in the Year.

13.6 Subject to clause 15.2, the Client's total aggregate liability in any Year howsoever arising under or in connection with this Agreement whether in contract, tort (including negligence), for breach of statutory duty or misrepresentation shall not exceed an amount equal to the higher of five hundred pounds (£500) or 110% of the charges paid or payable (pursuant to this Agreement) to VIZST TECHNOLOGY by the Client in the Year.

13.7 Subject to clause 15.2 and without prejudice to clause 15.4, VIZST TECHNOLOGY shall not in any circumstances be liable to the Client whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation, by way of indemnity or otherwise for any direct, indirect or consequential:

- (a) loss of revenue;
- (b) loss of business;
- (c) loss of profit;
- (d) loss or corruption or destruction of data;
- (e) loss of anticipated savings;
- (f) loss of contracts;

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- (g) loss of goodwill; or
- (h) any indirect, special or consequential loss or damage.
- (e) an applicable Service Provider Agreement expires or is terminated.

13.8 VIZST TECHNOLOGY shall not be liable for any fraud, fraudulent connections, fraudulent traffic, non-payment or any abuse of the Services and/or Systems by the Client, any Customer, any Connection and/or any third parties.

13.9 The Client agrees that any cause of action that it may have against VIZST TECHNOLOGY and/or any members of its Group (including, its (or their) affiliates, directors, officers, agents, consultants

and employees) must commence within two (2) years after the cause of action arose, otherwise, the Client's cause of action is permanently barred.

Suspensions of Services

14.1 Without prejudice to any other rights that VIZST TECHNOLOGY may have under this Agreement, VIZST TECHNOLOGY shall be entitled to interrupt the access of the Client to the Services or any part thereof, or require the Client to cease or procure the cessation of the Services or Connections or any part thereof, if:

- (a) the Client is in breach of any of its obligations (including, but not limited to, its payment obligations) or warranties contained in this Agreement;
- (b) VIZST TECHNOLOGY believes that, the Client is engaging in any of the activity set out at clause 12.9;
- (c) in the reasonable opinion of VIZST TECHNOLOGY, the Client fails to take or unreasonably delays in taking any necessary action in respect of any Post Pay Fraud when the particular circumstances of such Post Pay Fraud have already been notified to VIZST TECHNOLOGY or VIZST TECHNOLOGY otherwise becomes aware of the Post Pay Fraud;
- (d) VIZST TECHNOLOGY is instructed to do so by the Government or any other competent regulatory, administrative or judicial authority; or

14.2 Prior to any such interruption or cessation referred to in clause 16.1, VIZST TECHNOLOGY shall notify the Client and will provide a reasonable time, being not less than two (2) Working Days, for the Client to take corrective action (and if the Client does take action in that time which corrects such grounds for interruption or cessation, VIZST TECHNOLOGY shall not be entitled to interrupt or cease as aforesaid) except where:

- (a) the provision of the Service is detrimentally affected by such breach;
- (b) in the opinion of VIZST TECHNOLOGY, any delay may cause damage to the Systems or the Services; or
- (c) in the opinion of VIZST TECHNOLOGY, prior notice is not reasonably practicable,

in which case VIZST TECHNOLOGY shall be entitled to interrupt without notice and with immediate effect the access of the Client to the Services, or require the Client to cease or procure the cessation of the Services and/or any or all Connections.

Termination and Consequences of Termination

15.1 VIZST TECHNOLOGY shall have the right to terminate this Agreement forthwith by notice in writing to the Client if:

- (a) any Authority or any other licence to operate the System or any part of the System (whether under the Wireless Telegraphy Acts 1949-2006 (as amended) or otherwise) shall expire or is/are revoked or terminated without the immediate renewal thereof; or
- (b) a Service Provider Agreement expires or is terminated; or
- (c) it assigns or purports to assign or otherwise transfer this Agreement in breach of clause 23; or
- (d) there is a change in the Control of the Client (without the prior written consent of VIZST TECHNOLOGY) or of any party who has control of the Client whether by a change in the ownership of shares or otherwise and for these

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purposes Control shall have the meaning attributed to it in Section 840 of the Income and Corporation Taxes Act 1988; or

- (e) VIZST TECHNOLOGY becomes aware of, or the Client notifies VIZST TECHNOLOGY of, any proposed transfer or assignment of all or a majority of its Customers and/or Connections or any proposed grant of any option or the entry into any agreement for the same in each case without the prior written consent of the Network Operators and VIZST TECHNOLOGY; or
 - (f) VIZST TECHNOLOGY becomes aware of, or the Client notifies VIZST TECHNOLOGY of, any actual transfer or assignment of all or a majority of its Customers and/or Connections to a third party, or the grant of any option or the entry into any agreement for the same in each case without the prior written consent of the Network Operators and VIZST TECHNOLOGY; or
- (g) the Client is in material breach of the relevant Bond or other security requirement; or
- (h) the Client has breached the VIZST TECHNOLOGY Anti-Bribery policy; or
- (i) VIZST TECHNOLOGY has had to exercise its rights under a Bond twice in any twelve month period and the Client subsequently fails to pay any amount (not the subject of a dispute in accordance with clause 7.5) owing to VIZST TECHNOLOGY under this Agreement by the due date; or
- (j) the Client fails to make the necessary payments in accordance with clause 7.4 twice in any six month period and the Client subsequently fails to pay any amount (not the subject of a dispute in accordance with clause 7.5) owing to VIZST TECHNOLOGY under this Agreement by the due date.

15.2 Either party shall have the right to terminate this Agreement forthwith at any time in any of the following circumstances by written notice to the other party:

- (a) if the other party commits a material breach of this Agreement and in the case of a remediable breach has failed to remedy the breach as soon as is reasonably practicable but in any event, within thirty (30) calendar days of that other party being notified of such breach by the party seeking to terminate; or
- (b) if the other party is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) makes or offers to make any arrangement or composition with any one or more of its creditors (including VIZST TECHNOLOGY) or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against that other party or if any resolution or petition to wind up that other party (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation or if an administrator or a receiver of that other party's undertaking property or assets or any part thereof is appointed.

15.3 The Client shall have the right to terminate this Agreement at any time by prior written notice to VIZST TECHNOLOGY if for any reason there is a complete or major suspension of the Services and/or access to the Systems or a material part thereof for a period in excess of two months, provided that such suspension has not resulted from VIZST TECHNOLOGY exercising its right to suspend any of the Services pursuant to the terms of this Agreement.

15.4 Upon termination of this Agreement:

- (a) in the event of termination, VIZST TECHNOLOGY shall repay to the Client all payments made by the Client in advance so far as they relate to the period following termination, subject to the rights of set off in clause 7
- (b) the Client shall as soon as reasonably practicable discontinue any use of the names and intellectual property of any Network Operator and all the other trade names signs cards notices and other display or advertising matter indicative of VIZST TECHNOLOGY or of its business or Services so far as the forgoing relates to this Agreement and shall make or cause to be made such changes in trade names signs cards notices and other display or advertising matter so as to distinguish effectively its business from the subject matter of this Agreement;
- (c) all charges for the Services shall become immediately due and payable.

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15.5 Termination of this Agreement shall be without prejudice to any claims or remedies that either party may have against the other accrued up to the date of termination.

15.6 The provisions of this Agreement which expressly or impliedly come into force on or survive termination (including without limitation 5, 7, 8, 15, 17, 18, 21, 23, 24, 26.2, 26.3 and 29) shall continue in full force and effect notwithstanding any termination of this Agreement.

15.7 Without prejudice to any right or remedy of VIZST TECHNOLOGY, the Client may only terminate a Connection on no less than 30 days' written notice, such notice not to expire prior to the relevant minimum term.

Confidentiality/Customer Details

16.1 All business or technical information disclosed by either party (disclosing party) to the other (receiving party) shall be regarded as confidential unless expressly stated otherwise in writing and shall not be disclosed to third parties (save that any information provided by the Client to VIZST TECHNOLOGY pursuant to clause 9.2 can be provided to any third parties who shall be providing VIZST TECHNOLOGY with a directory information service) without prior written consent provided that information shall not be regarded as confidential if:

(a) it is authorised to be disclosed by the disclosing party; or

(b) it is or becomes publicly known through no fault of the receiving party

16.2 VIZST TECHNOLOGY shall be entitled to use all data provided by the Client pursuant to this Agreement for the purposes of providing continuity of Services to Customers as contemplated in clause 17.6.

16.3 The parties shall comply with their obligations under Data Protection Laws as it applies to each of them as a separate Controller of Relevant Personal Data.

16.4 The parties may Process the following categories of Personal Data;

- (a) Operational Data; and
- (b) Traffic Data.

16.5 The parties may Process Operational Data for the following purposes: (i) account relationship management; (ii) sending bills; (iii) order fulfilment/delivery; and/or customer service.

16.6 The parties acknowledge and agree that the parties will need to share Operational Data between themselves. Operational Data will be shared on the basis of a transfer from one party to the other. The disclosing party shall ensure that the provision of such Operational Data is made in accordance with Data Protection Laws, including at least one lawful basis of processing.

16.7 VIZST TECHNOLOGY may only Process Traffic Data for the following purposes: (i) identifying threats to the System/Services and protecting against the same; (ii) to identify opportunities to promote Services to customers; (iii) calculating charges pertaining to the Customers, Connections and/or Services; and/or (iii) to handle Customer enquiries (Client Purposes).

16.8 To the extent that the VIZST TECHNOLOGY acts as a Controller in respect of any Relevant Personal Data, the VIZST TECHNOLOGY shall:

- (a) ensure it is not subject to any prohibition or restriction which would;
 - (i) prevent or restrict it from disclosing or transferring the Relevant Personal Data to its Supplier, as required under this Agreement; or
 - (ii) prevent or restrict VIZST TECHNOLOGY from Processing the Relevant Personal Data as contemplated under this Agreement;
- (b) ensure that all fair processing notices have been given (and/or as applicable, consents obtained from Data Subjects) and are sufficient in scope to enable VIZST TECHNOLOGY to Process the Relevant Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws (which shall include but not be limited to the VIZST TECHNOLOGY transferring Traffic Data to the Client for the Client Purposes);

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- (c) VIZST TECHNOLOGY shall not transfer any Relevant Personal Data outside of the European Economic Area unless VIZST TECHNOLOGY has received prior written consent from the Client.
 - (d) only send Personal Data which is required by VIZST TECHNOLOGY under this Agreement;
 - (e) ensure that any Personal Data transferred to VIZST TECHNOLOGY is accurate in all respects;
 - (f) only provide Personal Data to VIZST TECHNOLOGY by using secure methods;
 - (g) comply with its obligations to report a Data Security Incident to the appropriate Supervisory Authority and (where applicable) Data Subjects under Article 33 and Article 34 of the GDPR and/or Regulation 5A of the PECR and shall inform VIZST TECHNOLOGY of any Data Security Incident irrespective of whether there is a requirement to notify any Supervisory Authority or any Data Subjects;
 - (h) not cause VIZST TECHNOLOGY to breach any Data Protection Laws;
 - (i) provide all such co-operation, assistance and information to VIZST TECHNOLOGY as VIZST TECHNOLOGY may request to enable VIZST TECHNOLOGY to comply with its obligations under Data Protection Laws and co-operate and comply with the directions or decisions of a relevant privacy authority, and in each case within the time limits imposed by the Data Protection Laws;
 - (j) implement, maintain and continue to maintain, at its cost and expense, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing, appropriate technical and organisational measures designed to protect the Relevant Personal Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing;
 - (k) maintain appropriate technical and organisational measures to safeguard the security of any electronic communications networks or services provided to the parties or utilised to transfer or transmit the Relevant Personal Data (including measures designed to ensure the secrecy of communications and prevent unlawful surveillance or interception of communications and gaining unauthorised access to any computer or system and thus ensuring the security of the communications as far as is practically possible in the circumstances);
 - (l) only use the Relevant Personal Data during the term of this Agreement for the purposes of performing this Agreement; and
 - (m) undertake any privacy impact assessments that are required by the Data Protection Laws (and, where required by the Data Protection Laws, it shall consult with the ICO in respect of any such privacy impact assessments).
- 16.9 Notwithstanding clause 18.8(i) above, the party that receives a request from a Data Subject shall be primarily responsible for all communications with the Data Subject
- 16.10 Each party may disclose Relevant Personal Data if required by applicable law, court order, privacy authority or any other statutory or supervisory authority, body or agency.
- Intellectual Property Rights

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17.1 The Client shall not use or apply to register any name or trade mark similar to any Network Operator's or VIZST TECHNOLOGY' name or trade mark and except for the right to promote the Services under the relevant Network Operator's trade marks as may be permitted pursuant to clause shall not use or apply to register any mark including any Network Operator's or VIZST TECHNOLOGY' intellectual property.

17.2 All intellectual property rights in or relating to the Systems and the Services (whether copyright patents registered designs or trade or service marks or similar rights) shall be retained by VIZST TECHNOLOGY or its licensors and the Client shall acquire no such rights by reason of providing the Services to Customers.

Warranties

18.1 Each party warrants, represents and undertakes to the other party now and hereafter that it has the requisite power and authority to enter into this Agreement and to carry out the obligations contemplated by this Agreement and that the execution and performance of this Agreement has been duly authorised by the required corporate action.

18.2 VIZST TECHNOLOGY warrants, represents and undertakes that:

- (a) it shall provide the mobile telecommunications services contemplated by this Agreement and offered to its Customers using reasonable skill and care of a competent provider of services substantially similar to the Services;
- (b) in accordance with all applicable laws;
- (c) it shall not knowingly, recklessly or negligently whether directly or indirectly permit any other person to be involved in any Post Pay Fraud and shall notify our Supplier as soon as reasonably practicable upon becoming aware of any such Post Pay Fraud and the Client will implement and comply with such reasonable procedures and rules adopted by VIZST TECHNOLOGY from time to time concerned with Post Pay Fraud.

18.3 The Client shall not nor allow any other third party to be involved in or, recklessly or negligently permit any fraudulent or other unauthorised use or

attempted use of the Services by corrupt or dishonest or illegal means at any time and by any person and will notify VIZST TECHNOLOGY as soon as reasonably practicable on becoming aware of or suspecting such activity.

Escalation and Dispute Resolution

Without prejudice to clause 24, if any dispute arises between the parties with respect to this Agreement the parties shall follow the procedure set out in schedule 2.

Assignment of Agreement/Customers and Subcontracting

20.1 The benefit and/or burden of this Agreement shall not be assigned either in whole or in part by the Client to any other party except with VIZST TECHNOLOGY' prior written consent (to be given or withheld in VIZST TECHNOLOGY' absolute discretion) and in any event (unless otherwise stated in this Agreement) no purported assignment of the benefit and/or burden of this Agreement or of any part hereof shall have any force and effect unless VIZST TECHNOLOGY has consented to it in advance in writing.

20.2 The benefit and/or burden of this Agreement may be assigned either in whole or in part by VIZST TECHNOLOGY to any other party without the Client's consent.

20.3 Without prejudice to clause 23.1, the Client shall obtain prior written consent from VIZST TECHNOLOGY in relation to the proposed or actual transfer or assignment of any of its Customers and/or Connections and of the proposed or actual grant of any option or agreement for the same. In the event consent is granted as set out in this clause, the Client shall notify each transferee or potential transferee of the charges and other rights of VIZST TECHNOLOGY over the Customers and/or Connections.

Governing Law

This Agreement (and any associated non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England, and except in relation to the enforcement of any judgment, each party agrees to submit to the exclusive jurisdiction of the English Courts.

Variation

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22.1 Subject to this Agreement and the notification and publication provisions of the Authority, VIZST TECHNOLOGY shall have the right at any time:

- (a) to change or vary the Pricing Guide and/or its charges from time to time on not less than 30 days' written notice.
- (b) to make amendments or variations to this Agreement of a minor nature which are reasonable and appropriate for the provision of the Services.
- (c) to make changes when such changes are considered by VIZST TECHNOLOGY to be necessary by virtue of any provision of the Authority or legislation (or any changes to any of them).
- (d) to change any usage guidelines issued by VIZST TECHNOLOGY in respect of the Services.

22.2 Unless otherwise specified in this Agreement, any changes variations or amendments referred to in clause 25.1 shall take effect as soon as reasonably practicable upon publication by VIZST TECHNOLOGY.

22.3 Any variations to this Agreement other than those listed in clause 25.1 or as otherwise stated in this Agreement must be in writing and agreed between the parties.

Representations

23.1 The Client acknowledges that this Agreement together with the Mobile Pricing Guide (as amended from time to time in accordance with this Agreement, which shall be deemed to form part hereof) and the Bond (if any) constitute the entire agreement of the Parties and that no representation has been made by or on behalf of VIZST TECHNOLOGY in relation to the Services which has induced the Client to enter into agreement with VIZST TECHNOLOGY.

Waiver

23.2 Any concession or waiver allowed by VIZST TECHNOLOGY to the Client shall neither prevent VIZST TECHNOLOGY from exercising any of its rights nor prejudice VIZST TECHNOLOGY' rights to take any subsequent action.

Notices

23.3 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given: when delivered if delivered by messenger during normal business hours of the recipient; or on the third Working Day following posting if posted by first class or recorded post postage pre-paid in each case addressed to the addresses first stated above or to such other addresses as the Parties may from time to time notify pursuant to this clause 26.3.

Invalidity

23.4 If any of the words or provisions of this Agreement shall be deemed to be invalid for any reason then they shall be read as if the invalid provisions had to that extent been deleted therefrom and the validity of the remaining provisions hereof shall not be affected thereby.

Previous Agreement

23.5 For the avoidance of doubt the terms and conditions of this Agreement shall apply in relation to all current Customers and Connections of the Client connected to the Systems and Services and Services prior to the date hereof, in addition to all Customers and Connections to be connected to the Systems and Services on or after the date hereof pursuant to this Agreement.

Contracts (Rights of Third Parties) Act

23.6

- (a) Except in the case of any permitted assignment pursuant to clause 23 or in the case of any right of a Network Operator as set out in this Agreement, this Agreement is made solely and specifically between and for the benefit of the Parties and is not intended to be for the benefit of and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it under the Contract (Rights of Third Parties) Act 1999 or otherwise and neither party may declare itself a trustee of the rights under it for the benefit of any third party.
- (b) Notwithstanding clause 26.7(a), this Agreement may be terminated or varied without the consent of the Network Operator(s).

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Counterparts

- 23.7 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

Publicity

- 25.1 Without prejudice to clauses 18, 18.3 and 28.3, the Client shall not, and shall procure that its employees, agents, advisers and sub-contractors shall not, make any announcement, or comment upon, or originate any publicity or press release or otherwise provide any information to any third party (other than to its legal advisers) concerning this Agreement (including, but not limited to, information concerning the fact that the Parties are engaging in discussions, the existence of this Agreement, the terms of this Agreement, the performance of this Agreement and/or any dispute or disagreement relating to this Agreement) without the prior written consent (not to be unreasonably withheld or delayed) of the other party.
- 25.2 Clause 28.1 shall not operate so as to prevent the Parties from subsequently referring to any matters which have been disclosed in a press release or other public announcement previously agreed and issued pursuant to clause 28.1.
- 25.3 The Client may refer to VIZST TECHNOLOGY in the Customer Contracts for the purposes of clause 26.5.

Anti-Bribery

The Client shall, and shall procure that its staff, employees, agents and any other persons who perform its obligations under the Agreement (or otherwise carries out activities in relation to it) for and on behalf of it in connection with the Agreement shall:

- (a) comply with all applicable statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws which relate to the anti-bribery and/or anti-

corruption, including the Bribery Act 2010 (Anti-Bribery Laws);

- (b) not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act;
- (c) have and shall maintain in place throughout the term of the agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Anti-Bribery Laws and the Relevant Policies, and will enforce them where appropriate;
- (d) not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws;
- (e) not do or omit to do any act or thing which causes or may cause VIZST TECHNOLOGY or any VIZST TECHNOLOGY Group member to be in breach of and/or commit an offence under any Anti-Bribery Laws;
- (f) without prejudice to clause 29(f), not do or omit to do any act or thing which causes or may cause VIZST TECHNOLOGY or any VIZST TECHNOLOGY Group member to be guilty of an offence under section 7 Bribery Act 2010 (or would or may do so if VIZST TECHNOLOGY was unable to prove that it had in place adequate procedures designed to prevent persons associated with it from undertaking such conduct); and
- (g) provide VIZST TECHNOLOGY or any VIZST TECHNOLOGY Group member (at the Client's cost) with such reasonable assistance as it may require from time to time to enable it to perform any activity

The Client Shall

- (a) promptly report to VIZST TECHNOLOGY any request or demand for any financial or other advantage of any kind received in connection with the performance of the Agreement by it or by its employees, agents or any other person who performs the Agreement (or otherwise carries out activities in relation to it; and

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- (b) upon request, certify in writing that the Client has complied with all of its obligations under this clause 29. The Client shall provide such supporting evidence of compliance as VIZST TECHNOLOGY may reasonably request.

27.1 The Client warrants to VIZST TECHNOLOGY that it has not, and its staff, employees, agents and any other persons who perform the Agreement (or otherwise carries out activities in relation to it) for or on behalf of it in connection with the Agreement have not breached any applicable Anti-Bribery Laws; been convicted of any offence involving bribery, corruption, fraud or dishonesty; offered, promised, given, requested, agreed to receive, received or accepted a bribe or financial or other advantage or committed any corrupt act; done or omitted to do any act or thing which constitutes or may constitute an offence under the Anti-Bribery Laws; done or omitted to do any act or thing which caused or may cause any person to be in breach of and/or commit an offence under any Anti-Bribery Law; done or omitted to do any act or thing which caused or may cause any person to be guilty of an offence under section 7 Bribery Act 2010; or given any financial or other advantage, inducement or reward to any person in connection with the awarding or continuation in force of this agreement.

27.2 VIZST TECHNOLOGY may terminate this Agreement immediately if the Client is in breach of any of its obligations under this clause 29 or if VIZST TECHNOLOGY or any VIZST TECHNOLOGY Group member has reasonable cause to believe that such a breach has occurred or may occur.

Schedule 1

Network Operator(s)

Vodafone Limited (company registration number 1471587) and/or Telefonica UK Limited (company registration number 1743099)

Services

- 1 VIZST TECHNOLOGY will use its reasonable endeavours to provision an order on to the relevant Network Operator's network, carry out any network required adds/moves/changes requested by the Client and supply monthly call data records and commission statements. For the avoidance of doubt, the Client shall invoice

its Customers at the rates it chooses to charge such Customers.

1. 2 The above Services are subject to change and availability on notice from VIZST TECHNOLOGY. Wherever reasonably possible, 30 days' notice will be provided to the Client.

Schedule 2

Dispute Resolution

1. 1 For the purpose of this schedule:

Manager and Senior Manager shall, in relation to each party, mean the person designated as such in writing by that party.

1. 2 The parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement (a Dispute):
 - (a) in the first instance through negotiation between the respective representatives of the parties having authority to settle the matter in accordance with the procedures set out in paragraphs 2 and 4 of this schedule; and
 - (b) if such negotiations do not resolve the Dispute to the satisfaction of each of the parties pursuant to paragraphs 2 and 4, in accordance with the procedures set out in paragraph 5 of this schedule.
 - (c) (Paragraph 2(a) shall be a condition precedent to the commencement of any court proceedings (except where injunctive relief is an appropriate remedy for the relevant action), but either party may issue and prosecute court proceedings prior to or contemporaneously with the exercise of the procedure set out in paragraph 2(b).
 - (d) Any Dispute relating to this Agreement shall:
 - (e) at the first instance, be referred to and addressed by the parties respective Managers;
 - (f) if any Dispute has not been resolved by the Managers within 10 Working Days of

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either party first referring the issue to them, it shall be referred to the parties respective Senior Managers as set out in the table at paragraph 6 of this schedule.

- (g) If the Dispute has not been resolved within 20 Working Days of initial referral to the parties' Managers pursuant to paragraph 4(a) above then either party may refer the Dispute for resolution in accordance with the procedures set out in paragraph 6 of this schedule.
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- (h) The parties agree that, subject to paragraph 4 and 5 of this schedule, either of them may refer any Dispute for non-binding mediation pursuant to this paragraph 6. The following provisions shall apply to any such reference to mediation:
 - (i) The reference shall be a reference under the Model Mediation Procedure (MMP) of the Centre for Dispute Resolution (CEDR) for the time being in force.
 - (j) Both parties will forthwith upon such referral co-operate fully, promptly and in good faith with CEDR and the appointed mediator and will (without limitation) do all such acts and sign all such documents as CEDR or the mediator may reasonably require to instigate the mediation process, including, without limitation, an agreement in or substantially in the form of CEDR's Model Mediation Agreement for the time being in force.
 - (k) To the extent not provided for by such Agreement or the MMP:
 - (i) The mediation shall commence by either party serving on the other written notice setting out in summary form the issues in Dispute and calling upon that other party to agree the appointment of a mediator.
 - (ii) The mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the parties or where agreement cannot be reached on the identity of the mediator, by a mediator appointed by CEDR.
- (iii) Without prejudice to the provisions of paragraph 2 above, if and to the extent that the parties do not resolve any Dispute or any issue in the course of any mediation either party shall be at liberty to commence or continue court proceedings in respect of such unresolved Dispute or issue.