

## TELCO PRODUCTS SERVICE - SERVICE SCHEDULE

(Version: December 2022)

### 1. Background

- 1.1 Words that are capitalised but have not been defined in this Service Schedule have the meanings given to them in the Standard Terms.
- 1.2 This Service Schedule relates to the provision of Telco Products by CBS to the Customer and not to any other services provided under any other Service Schedule under the Standard Terms.
- 1.3 This Service Schedule is subject to the terms of the Standard Terms. In the event of a conflict between this Service Schedule and the Standard Terms the terms of this Service Schedule will prevail (but only to the extent of the conflict and only in relation to this Service Schedule and the Services provided hereunder) and the Standard Terms will apply in all other respects.

### 2. Orders

- 2.1 Once an Order has been placed by the Customer, it can only be changed by amendment agreed in writing by both parties and the Customer acknowledges that a change may also be subject to Telco's consent.
- 2.2 Telco may accept or reject your order for Product's at their discretion. Accordingly, if Telco reject your Order, we may cancel your Order for Products (in whole or in part) on giving you written notice (even if we have previously accepted the Order in accordance with the Standard Terms).
3. **Telco Products**
  - 3.1 In order to satisfy Telco's Product resale requirements, we each have agreed to enter into this Service Schedule and the Customer must separately agree to such additional terms as Telco may request which the Customer accepts by retaining and using the Products.
  - 3.2 The Customer must satisfy itself that all Products are suitable for its intended purpose and requirements.
  - 3.3 The Customer acknowledges and accepts Telco and CBS shall be entitled to:
    - 3.3.1 change the technical specification of the Products (provided that such changes do not materially affect the nature and performance of the Products) where necessary for operational reasons, statutory or regulatory requirements;
    - 3.3.2 give the Customer instructions (which the Customer comply with) which Telco believes to be necessary for maintaining the quality of the Products; and
    - 3.3.3 make any alterations to any Product as they deem fit in their discretion. Such alterations may result in disruption to the Product although CBS and Telco will use reasonable endeavours to minimise any disruption to the Customer, and where practicable, CBS or Telco will give the Customer as much notice as possible.
  - 3.4 As soon as practicable following acceptance of an Order by CBS, and confirmation of acceptance thereof in writing by Telco, CBS shall inform the Customer of the estimated delivery date(s). CBS shall use reasonable endeavours to meet such delivery/start date(s), but time of delivery/start shall not be of the essence and accordingly CBS shall have no liability to the Customer for any delays to the delivery/start date(s).
  - 3.5 Delivery of Hardware shall be at the Customer's cost to a mainland address of the Customer's within the United Kingdom, such address to be agreed in advance.
  - 3.6 Risk in the Hardware shall pass to the Customer when the Hardware is despatched by CBS or Telco to the Customer or, if earlier, when CBS notifies the Customer that the Hardware is available for collection.
  - 3.7 All title to Hardware shall remain vested in CBS (notwithstanding delivery to the Customer, and the passing of risk to the Customer) until:
    - 3.7.1 the Charges for the Hardware; and
    - 3.7.2 all money to be paid by the Customer to CBS in connection with any other order, or pursuant to any other contract, whether or not then due, has been paid, discharged or satisfied in full.

### 4. Software Licence

- 4.1 The Products provided under this Service Schedule may contain or use Software. Where Software is provided, CBS or Telco grants the Customer a non-exclusive, revocable, non-transferable licence (without the right to sub-licence) to use any such Software in object code form for the purpose of properly accessing the Products in accordance with this Service Schedule. The term of any licence procured pursuant to this paragraph 4.1 is coterminous with the Order with which the Software is associated.
- 4.2 The licence granted under this Service Schedule to use Software may be terminated if the Customer disputes the ownership of any Intellectual Property Rights of Telco in the Software, fails to comply with any term of this Service Schedule or if the continued use or possession of the Software infringes the rights of any third party. The licence shall further be subject to the Customer undertaking not to copy, reproduce, translate, adapt, vary, modify, sub-licence, decompile, reverse engineer or create derivative works from or allow any third party access to any Software (or any part of it) unless expressly permitted to do so by CBS or by Applicable Law.
- 4.3 The Customer hereby permits Telco to remotely access the Supported Environment in order to provide the Support Services made available by Telco to the Customer.

### 5. High Risk Applications

- 5.1 The Customer acknowledges that the Products are not specifically designed, tested, manufactured or intended for operation or use in any inherently dangerous, life endangering or life support applications, including but not limited to nuclear facilities or the flight, navigation or communication of aircraft, ground support equipment or life systems monitoring (**High Risk Use**).
- 5.2 To the fullest extent permitted by law, the Customer accepts that CBS and Telco shall not be liable for any failure in the Products related to High Risk Use or for any claims made or alleged that result from High Risk Use.

### 6. Charges, Invoicing and Payment

- 6.1 The Charges applicable to CBS's supply of the Products to the Customer consist of:
  - 6.1.1 all charges in respect of the Products supplied to the Customer set out in the relevant Order or such other price guide as CBS may from time to time advise; and
  - 6.1.2 all charges for any other services, goods or property provided by CBS or Telco to the Customer or costs incurred by CBS or Telco from time to time connected to the Products, which shall be calculated in accordance with CBS's or Telco's charges communicated by CBS to the Customer from time to time and on request.
- 6.2 Unless the Order says something different, CBS shall invoice the Customer, and the Customer shall pay, the Charges in advance in accordance with the payment frequency set out in the Order.

### 7. Suspension of the Services

- 7.1 CBS shall (and Telco shall), without prejudice to its other rights under the Standard Terms or otherwise, be entitled to suspend, interrupt or limit the provision of the Products in whole or in part at any time without prior notice:
  - 7.1.1 in order to deal with any actual or suspected security breach, virus, or attack or any misuse;
  - 7.1.2 where required by any authority or as required by Applicable Law;
  - 7.1.3 to carry out any scheduled or unscheduled work;
  - 7.1.4 where CBS or Telco reasonably considers it necessary as a reasonable and prudent provider of the Products; and
- 7.1.5 if the Customer fails to pay the Charges in accordance with this Service Schedule.

### 8. Termination Rights

- 8.1 Each Order for the Products under this Service Schedule will take effect on the Effective Date and shall continue for the Minimum Term and may continue thereafter in accordance with the terms dictated by Telco unless terminated by the Customer on such written notice also dictated by Telco (in each case, as communicated by CBS to the Customer) or otherwise terminated by a party in accordance with the Standard Terms or this Service Schedule.
- 8.2 Termination Charges will be payable in accordance with the rates charged by Telco from time to time (which will be communicated by CBS to the Customer) if the Order is terminated prior to completion of its Minimum Term.
- 8.3 The Customer acknowledges that the Termination Charges represent a genuine pre-estimate of the loss suffered by Telco which is passed onto to CBS for payment by the Customer due to early termination, having regard to the overall commercial deal between the parties, and that the Termination Charges do not represent a penalty.

### APPENDIX A - DEFINED TERMS

In addition to the defined terms in the Standard Terms, capitalised terms in this Service Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the Standard Terms, these defined terms will take precedence for the purposes of this Service Schedule).

**Documentation** means general system management and configuration documents and other Product-related information in hardcopy or electronic readable form;

**Hardware** means the hardware and equipment supplied or stipulated by CBS or Telco for use with or in relation to the Products;

**Platform** means the Hardware, the Software, the Documentation and any other user manuals and other relevant documentation sold or supplied by Telco from time to time;

**Product** means any product or service offered by Telco from time to time which has been communicated to the Customer by CBS in writing as being a service and product to which the terms of this Service Schedule apply.

**Software** means Telco's computer software and diagnostics (including any enhancements, modifications and virus updates), in object code form only and provided by Telco;

**Supported Environment** means the necessary configuration and conditions communicated by CBS or Telco to the Customer, for the intended use of the Platform by Customer;

**Support Services** means the support service provided by Telco to Customer and Customers' end users from time to time;

**Telco** means Telcoswitch Limited whose registered office is at Aston House Cornwall Avenue, London N3 1LF.