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NETWORK LINE RENTAL AGREEMENT

1 NTERPRETATION
1 Bross Content of Line (Line (the contract between the Supplier and the Customer for the supply of line rental services in accordance with these Conditions and the Linerement;
of the person or company cited in the Line Rental Agreement for whom the Supplier has agreed to provide the Service;
re-Equipment equipment that is not part of ST's network and which the Customer uses or plans to use with the Service;
all Property Rights all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade, but the present of the property rights in computer software, distables entity, broggraphy rights, moral rights, right in designers, or when the property rights, broggraphy rights, moral rights, right in computer software, distables entity, broggraphy rights, moral rights, right in designers, which is the property rights, in each case whether registered with the property rights and the property rights, in each case whether registered with the property rights and the property rights, in each case whether registered with the property rights and the property rights, in each case whether registered with the property rights and the property rights, and all similar or equipment rights and the property rights and the property rights and the property rights, and the property rights, and the property rights and the property rights are represented to the property rights and the property rights are represented to the property rights and the property rights, and the property rights, and the property rights are represented to the property rights are represented by the property representation of the property rights are represented by the property rights are represented by the property representation and the property representation of the property rights are represented by the property rights are represented by the property representation of the property rights are represented by the property representation of the

unregistered and including all applications for and renewals or extensions or beautings.

Line Rental Agreement the Network Services Line Rental Agreement entered into by the Customer.

Line Rental Agreement the Network Services Line Rental Agreement of the Service as specified in the Network Line Rental Agreement.

Premises the place at which the Supplier agrees to provide the Service.

Premises the place at which the Supplier agrees to provide the Service.

Previously Palf Termination Charges means any early termination charges paid by the Supplier on behalf of the Customer's previous line rental provider at any time before or after the Commencement Date;

Countation the quotions submitted to the Customer's previous line rental provider at any time before or after the Commencement Date;

Service the facility to make or receive a Call (or both) and any related services listed in the Line Rental Agreement (but excluding telephones or any other equipment) and which may include a broadband access limited that provide intermet connectivity as further coulined in the Line Rental Agreement;

other equipment) and which may include a broadband access line that will provide interies coefficiently security and Agreement. Service Failure the continuous total loss of the facility to make or receive a Call or of any related Service provided to the Customer under the

Conditions:

Supplier Nix Networks Limited, frading as Nix Networks Limited, a Limited Company incorporated and registered in England and Wales with company
surplier 12045243 whose registered office is at Winchester Hill Business Park, Winchester Hill, Romsey, Hampehire, SO51 7UT.

Supplier's Website www.nixproup.co.uck, and
Toll Fraud any interference or access to the Customer's PABX phone system or the Customer's belghone lines and/or the making of calls by any
thing party utilising the Customer's telephone lines whether fraudulent or otherwise. For the avoidance of doubt, fraudulent activity includes but is not
imited to. () calls made from the Customer's PBX without their knowledge; (ii) calls made utilising the Customer's authentication details; and (iii) calls
made from an utilizationated if Paddress.

made from an authenticated IP address.

References to legislative provisions are to be understood as a reference to that provision as amended, re-enacted or extended at the relevant time.

References to legislative provisions are to be understood as a reference to that provision as amended, re-enacted or extended at the relevant time.

Resists of Contract shall come with full force and effect from the date the Line Rental Agreement is signed by the authorised representatives of the Customer and received by the Supplier and subject to condition 22 below, shall continue, unless terminated earlier in accordance with the provisions of these Conditions until the end of the Minimum Term. The term of the Contract shall automatically extend for 38 months (Extended Term, at the end of the Minimum Term and the end of each accordance with the provisions of these Conditions until the end of the Automatical Standard Term, to terminate this Contract at the end of each other, no later than 00 days before the end of the Minimum Term or the relevant Extended Term, to terminate this Contract at the end of the Minimum Term or the relevant Extended Term, as the case may be.

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trade, custom, practice or course or eleming.

Any quotation ignes by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

SUPPLY OF THE SERVICE

The Supplier shall supply the Suprice is the Customer from the Commencement Date. The Supplier may at its discretion wait until a survey of the The Supplier shall supply the Suprice is offered agreeing the Commencement Date. The Supplier representation of the Customer or otherwise interrupt the Service for personal reasons. It will restore the interrupt de Service is a quickly as opposite. Should this cour all charges hereunder remain payable. The Customer accepts that BT may from time to time provide instructions regarding the Service and agrees to follow any such instructions.

The Supplier reserves the right to make any changes to the Services with an encessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

The sprace of the Service is the Service which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

The sprace of the Service is the Service which are considered from the Service with the Customer's details, and made available from BT's Directloty Enquirement Service unless the Customer requirest otherwise.

BT may agree to a special entry in the BT Phone Books at an additional charge.

All telephone numbers remain the property of the Supplier and the Customer has no right to sell or to agree to transfer any such telephone numbers.

CUSTOMER OBLIGATIONS 3.3

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All telephone numbers remain the property of the Supplier and the Customer has no right to sell or to agree to transfer any such telephone numbers.

CUSTOMER DELICATIONS

The Customer agrees and undertakes.

3 to co-operate with the Supplier in all matters relating to the Service and provide the Supplier with assistance from the Customer's employees where a to co-operate with the Supplier in all matters relating to the Service and provide the Supplier of BT, and to provide BT with reasonable access to the Premises; to the Order of Service and Service a

I) Obtain and maintain all necessary licences, premissions, consents, registrations and approvals which may be required before the Commencement correspict with the Supplier and DTF reasonable safety and security requirements:

n) to procure that the Service is not used fraudulently or in connection with a criminal office or to make offence, indecent, menacing, nuisance or hox calls and in this respect the Customer shall, without instance, (i) secure implementation and management of their systems including any hardware not provided by the Supplier such as Frewalts or PEX; (i) maintain security and continentally of authentication details for online service portals and provided by the Supplier such as Frewalts or PEX; (i) maintain security and continentally of authentication details for online services portals and ordered to the provided by the supplier such as Frewalts or PEX; (ii) maintain security and continentally of authentication details for online services portals and ordered to the provided or the supplier and the supplier

The Customer shall indemnify and keep indemnified the Supplier completely and full against all costs and losses (including loss of liabilities, charges, charges to properly, call costs charged by \$f\$ or others and expenses) incurred by the Supplier as a result of or in a part breach of the Customer's obligations under the Contract; by the dashof only of the Supplier's enclosed by the negligence or wilful misconduct of the Customer; or of the Supplier respresses on the Customer or other fraudulent activity; or carnot be used by them where the Survice is used for business purposes, e) any claims made by third parties because the Service is insuled for my such coate yall tisses sustained by the Supplier pursuant to the condition 4. The Supplier resonments the Customer of business activity which were the Survice is used for business purposes. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any car or omission by the Customer for allure by the Customer for performance of any of its obligations under the Contract is prevented or delayed by any car or omission by the Customer for failure by all the Customer for performance of the Service until the Customer for performance of the Service until the Customer for ended is the Customer for performance of the Service until the Customer for Belant by the Supplier and by the Supplier on written of the Supplier on written demand for any costs or losses sustained or incurred by the Customer and incurred by the Supplier of the Supplier arising directly or indirectly from the Supplier on written demand for any costs or losses sustained or incurred by the Supplier and interest the Customer Period or challenge of the Service until the Customer Period or challenge of the Service and the Service and the Customer Period or contractly from the Service or and the Period or contractly from the Service and the Period or contractly the Ser

CUSTOMER EQUIPMENT
Where the Customer wishes to connect Customer Equipment to BT's network other than by using a BT main telephone socket, the Customer must
obtain BT's prior permission. Any Customer Equipment must be technically compatible with the Service and not harm BT's network or another
customer's Equipment and connected and used in line with any relevant instructions, standards or leave.

PRICE AND PAYMENT
The prior of the Service shall be the price specified in the Quotation (or as otherwise agreed) ("Rental Charges").

Some call striffs may be subject to a connection or minimum call charge.

Some call striffs may be subject to a connection or minimum call charge and the subject of the connection or minimum call charge and the subject of the customer was decived with strictors on line on the Supplier's Website.

If the Customer or yelds on two six invoices on line on the Supplier's Website.

If the Customer orders a temporary Service, the Supplier may invoice the Customer for the Rental Charge in advance of the temporary Service for the whole period.

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The electric shall pay each invoice submitted by the Supplier by direct debit by the due date detailed on the invoice. Time for payment shall be of All amounts payable by the Customer under the Contract.

All amounts payable by the Customer under the Contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the Contract are available of amounts in a submitted to the Contract are available of amounts in a submitted to the Contract are available of amounts in a submitted to the Contract are available of amounts in a submitted to the Contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of amounts in a submitted to the contract are available of the contract are avai

In a utsomer state pay action invoice automated by the Supplier for yeard send by the outsomer when the Contract and a mounts payable by the Customer when the Contract are exclusive of amounts in respect of valued added tax changeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customers shall, on receipt of a valid VAT mixince from the Supplier, pay to the Service and the same time as payment is due for the supply of the Service. When the supply of the Service is the same time as payment is due for the supply of the Service. The Customer fails to nake any payment due to the Supplier under the Contract by the due through the Service is the same time as payment of the Supplier under the Contract by the due to the same time as the same time as

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ben's account on the Direct Debt oue date, waxvan announce of the Customer are greaters that any dispet relating to an invoice (including the calculation of any amounts payable) must be notined to me Suppiese waxvan for the Customer and invoice (including the calculation of any amounts payable) must be notined to me Suppiese waxvan for the Customer and invoice (including the calculation of the date of the invoice and the Customer shall not be entitled to any credit or refund relating to disputes raised after the expiry of this payable. The Customer acknowledges that means of any thing party intellectual Property Rights in or arising out of or in connection with the Service shall be owned by the Supplier. The Customer acknowledges that, an expect of any thing payable that the controller.

DATA PROTECTION

The following designations are used in this clause 8:

Applicable Law means (i) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or which is applicable in any princition than the Service is provided to an irrespect of, (i) the common law and laws of equity as applicable to the parties which as applicable in any princition than the Service is provided to an irrespect of, (ii) the common law and laws of equity as applicable to the parties which as applicable in any princition than the Service is provided to an irrespect of, (ii) the common law and laws of equity as applicable to the parties which as applicable in any princition than the Service is provided to an irrespect of, (ii) the common law and laws of equity as applicable to the parties which as applicable on the parties and or of the party and that is made or given by any regulatory body having jurisdiction over that party or any of that party is asset, resources or business; color receives permant to the parties makes of equity and party and that is made or given by any regulatory body having jurisdiction over that party or any of the party is asset, resources or business; color rec

after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

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Name or categories of sub-processor	What sub-processing they do
NIX Communications Group Limited	All Customer information required for the provision and delivery of the Service.
Easy Net, PlusNet, Timico, Nine, Daisy, Gamma, TalkTalk, BT, Voiceflex & Voicehost.	All Customer information required for the provision of lines and/or broadband as part of th Service.
The Sage Group plc & Union Street	Secure storage of Customer bank details for invoicing and payment.

The Supplier confirms that it has entered or (as the case may be) will enter into with each third-party processor a written agreement incorporating terms which are substantially similar to those set out in this clause 8. As between the Customer and the Supplier, the Supplier shall remain fully lable for all acts or onsistsor of any third-party processor popular to this clause 8.

This clause sets out the nature and purpose of processing by the Supplier, the duration of the processing by the Supplier, the types of Personal Data and the categories of Data Subject.

This clause sets out the nature and purpose of processing by the Supplier of the Gurston of the processing by the Supplier of the Subject.

This clause sets out the nature and purpose of the supply by the Supplier of the Service in accordance with the Contract.

8.12 Nature of processing: Use of data in order to contact and lisise with the Customer and for the supply of the Service.

8.13 Duration of processing: The term of the Contract.

8.14 Types of Personal Data: Full names, email addresses, emails and contact telephone numbers of the Customer and/or employees of the Customer.

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The Supplier records and monitors as uses to-even used to the supplier was used to the supplier with the supplier was used to the supplier was use

the Customer commits a material breach of the Contract and (if such breach is remeables) tale to remedy that breach within 14 days of being titled in withing of the breach.

The contract of the breach of the breach of the contract for convenience without liability at any time by giving 30 days written notice to the Customer; the Supplier may terminate the Contract or any other contract between the Customer and the opplier if the Customer becomes subject to any of the events listed in condition 8.1 or the Supplier reasonably believes that the Customer is about to come subject to any of them.

Supplier if he Customer becomes subject to any or time.

If the Service is suspended.

If the Service is suspended is supplier is subject to the Service is supplier sole discretion to reconnect the Service.

If the Service is suspended is supplier is supplier is subject to the Service is supplier in the Service is 10 10.1

The Supplier may at its compised discretion elect to reconnect a Service which has been terminated. In such case a reconnection charge of £120 per analogue line and £250 per pair of £500 lines will be payable by the Customer.

**TERMINATION BY THE CUSTOMER PRIOR TO EXPIRY OF MINIMAL TERM AND TERMINATION FEE

**Newhelsharing condition 2.1 and 2.2. the Customer may terminate the Contact upon 60 days written notice to the Supplier prior to the expiry of the Newhelsharing condition 2.1 and 2.2. the Customer may terminate the central to the remaining fernial Charges that would fail due from the date of termination until the expiry of the Minimum Term.

In the event the Contract is terminated prior to the expiry of the Minimum Term due to any act or omission of the Customer, the Customer shall on demand, in addition to its payment obligations under clause 10.1, reimburse to the Supplier the Previously Paid Termination Charges.

**CONSECUMENTS OF TERMINATION OF TERMINATION. 10.2

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CONSCUENCES OF TERMINATION
On termination of the Contract for any reason.
a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for within on wince has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
b) the accrued rights, remedies, obligations and labilities of the parties as at expry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which restrict and to refer the dealer of termination or expry; and in the event the Supplier termination that not contract which reproduces the Contract which records and the contract which reproduces the Contract which records and the contract which reproduces of condition 101.
d) any charges arising from the cancellation of any service in part or whole will be payable by the customer in addition to any due early termination of the cancellation of any service in part or whole will be payable by the customer in addition to any due early termination of the cancellation or contract.

of say, charges arising from the cancellation of any service in part or whole will be payage by the customer in adolton to any oue early termination.
LIMITS OF LIABILITY
Nothing in these Conditions shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudidient misrepresentation; or breach of the terms implied by section 2 of the Supply of goods and Services Act 1982 (title and quiet possession).

a) the Supplier shall under no roctumatenaces whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract, and by the Supplier shall have no liability with the statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, or the Supplier is the statutory duty, or otherwise, the statutory duty or otherwise, the statutory duty or otherwise, the statutory duty or otherwise, shall be no circumstances exceed an amount equal to the Rental Changes paid by the Customer to the Supplier in the three-month period immediately preceding the matter giving rise to the liability in question.

The Supplier's employees or agents are not authorised to make any representations concerning the Service unless confirmed by the Supplier in writing.

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The Supplers of Injuspress are undersome and the Service will be free of faults or interruptions.

The Supplier does not warrant or guarantee that the Service will be free of faults or interruptions.

The Customer shall promptly report all Service Failures to the Supplier. Without prejudice to condition 13.1, the Supplier shall:
a) use reasonable endeavours to repair or procure that BT repair a Service Failure by midnight on the first weekday (not including public and be holdings) after the Gythe Service Failure is reported to the Supplier.

The Supplier's addigation under condition 13.2 does not apply in circumstances where:
a) the Service Failure is caused by any party other than BT.

**STT is resincted access to the Pramises by the Customer; or 13 13.1 13.2

The Supplies treatigness returns the party of the Teach Teac 13.4 13.5

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To the extent that repairs air required outside of the timeframes retrieved to in condition 13.2(a) and are agreed to be provided by the Supplier of B1 as appropriate, the Customer shall pay any additional charges incurred as a result.

CALL DIVERSION.

Where call developed in a provided by the Supplier, B1 will dever the Customer's incoming calls to another fixed line or mobile telephone number of the Customer's offices. Once the Service Failure has been remedied, the Supplier will cancel the Customer's call diversion. The customer's call diversion is provided by the Customer's call diversion and the customer's call diversion approval of B1. Freephone telephone numbers such as 0800 and 0870 will not be accepted. In the event that the call diversion telephone number then all additional costs for making the Call will be payable by the caller.

GENERAL 14.2

GENERAL

The Supplier shall not be liable or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform the Service are any of the Supplier's obligations under the Contract if the delay or failure was due to a Force Mejeure Event. A Force Mejeure Event means any sevent beyond the Supplier's reasonable control including (without limitation) flood, fire, war or threat of war, abotage, civil disturbance, governmental action, defauld of supplier of services to the Supplier or any legal and regulatory restrictions. In such circumstances the Supplier will deviation and the Customer with a call diversion service.

Far dry dispute arises in connection with the Contract then the parties will attempt to settle it. If the parties are unable to reach an agreement then the Zustomer may refer the despute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Zustomer may refer the despute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Zustomer may refer the despute to any recognised dispute resolution service. Details of these and how to refer a dispute are set out within the Zustomer may refer the despute to any recognised dispute resolution service. 15 15 1

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Supplier is website (invervisorpius pouls).

The Supplier research the right to change any term of the Contract (including the Rental Change) at any time. This includes the ability to separately charge for services which may be currently included in the Service as free. The Supplier will publish details on line on the Supplier's Website at least 2 weeks before the Anange is to take effect and will give the Customer reasonable notice of any variance before it takes places. Act 1998.

The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of the rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of the rights or obligations under the Contract. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of the rights or obligations under the Contract. Whose the province of the subcrease at the right and the subcrease at the registered office. Any notice and the subcrease at the registered office of the manner of the Supplier and sent by recorded delivery.

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termination of the Contract served by the Customer must be marked for the attention of the Managing Director of the Supplier and sent by recorded delivery.

No delay or failure by the Supplier in enforcing may provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by the Supplier shall be effective unless in writing, and the provision of the provision. The supplier shall be deffected unless in writing, and supplier shall be effective unless in writing.

The Supplier's rights are cumulative and in addition to any rights available at common balanche and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formulation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the contract of English and Walles. 15 11