

PREMIER PARTNER AGREEMENT

New Partner Data Capture

Please enter details requested below, which are required to setup your new partner account.

Business Details

<i>Business / Trading Name</i>	
<i>Company Name (registered companies only)</i>	
<i>Company Registration (if any)</i>	
<i>Address:</i>	
<i>City:</i>	
<i>County:</i>	
<i>Postcode:</i>	
<i>Country:</i>	
<i>VAT Registration Number (if any)</i>	

Master Contact Details

<i>First Name:</i>	
<i>Last Name:</i>	
<i>Email Address:</i>	
<i>Position:</i>	
<i>Phone Number:</i>	

Your Partner Account

Please indicate which Partner Category you wish to sign up as:

<i>Business</i>	<i>Advanced Business</i>	<i>Platinum</i>
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If you wish to use a different display name on customer control panels and default email templates, please specify this below:

<i>Display Name:</i>	
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If you would like to use a custom domain for control panel access and phone registration details, please specify below:

<i>Custom Domain Name:</i>	
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If you do not specify a custom domain, we will create your account using your display name as a sub domain of voip-system.net (e.g. displayname.voip-system.net)

Control Panel Users

We will create an account for your master contact detailed above automatically.

If you wish to register additional staff for access to the partner portal, training scheme and VoIP administration area please provide details below. We will email login instructions to each user.

	<i>First Name</i>	<i>Last Name</i>	<i>Email Address</i>
<i>Additional User 1:</i>			
<i>Additional User 2:</i>			
<i>Additional User 3:</i>			
<i>Additional User 4:</i>			
<i>Additional User 5:</i>			

Account Security

Please detail 4-digit PIN, containing only numbers and no recurring digits. You and your staff will be asked to confirm this PIN when contacting Gradwell to discuss your partner account.

<i>PIN:</i>	
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Confirmation of payment will be sent to you via email.

N.B. A live direct debit mandate is a requirement for all Gradwell Partner accounts. Please complete our registration for direct debit on full on the next page.

Team Introduction

Please write a short introduction to your company, team and goals. This introduction will be distributed to the Gradwell team after signup as part of your 'onboarding' process.

<i>Introduction:</i>	
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Instructions to your Bank or Building Society to pay by Direct Debit

Please complete the form using a ball point pen and send to:

Gradwell Communications Ltd
Westpoint
James Street West
Bath, BA1 2DA

Name and full postal address of your Bank or Building Society:

To: The Manager	Bank/Building Society
Address:	
Postcode:	

Name(s) of Account Holder(s)

Bank/Building Society account number

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Branch Sort Code

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Banks or Building Societies may not accept Direct Debit Instructions for some types of account.

Originator's Identification Number

6	5	8	9	5	3
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Please fill in email address for Gradwell account

This is not part of the instruction to your Bank or Building Society

Email:
Ref:

Reference number:

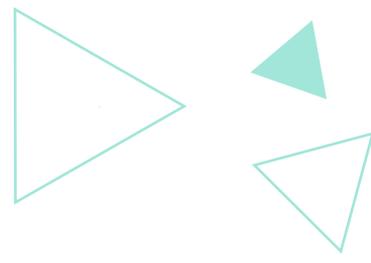
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Instruction to your Bank or Building Society

Please pay Gradwell Communications Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Gradwell Communications Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)
Date:

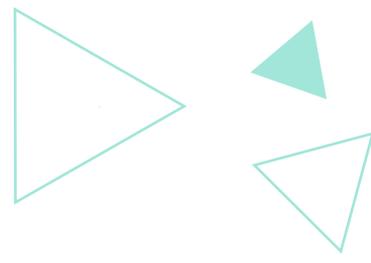




This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, data or frequency of your Direct Debit Gradwell Communications Ltd will notify you 10 working days in advance of your account being debited of as otherwise agreed. If you request Gradwell Communications Ltd to collect a payments, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Gradwell Communications Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid form your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Gradwell Communications Ltd asks you to.
- You can cancel a Direct Debit at any time by simply contacting your band or building society. Written confirmation may be required. Please also notify us.



GRADWELL PREMIER PARTNER AGREEMENT

This Agreement is between the following persons and takes effect from the date those persons sign this document in the relevant section below:

(1) Gradwell Communications Limited, a company registered in England and Wales under company number 3673235 and whose registered office is at Westpoint, James Street West, Bath, BA1 2DA (“Gradwell”); and

(2) The party whose details are set out on the preceding pages under the ‘business details’ section of the ‘new partner capture form’ (“the Partner” or “you”),

each a “party” and together “the parties”.

Parties’ signatures

Executed for and on behalf of
Gradwell Communications Limited

Signed.....

Name.....

Position: Partner Sales Manager

Date.....

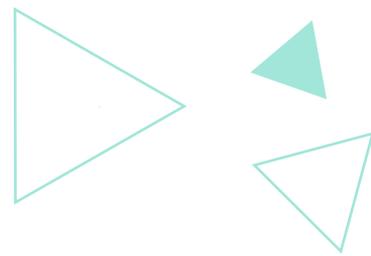
Executed for and on behalf of

Signed.....

Name.....

Position.....

Date.....



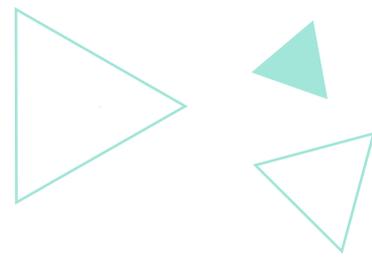
Background

- A. Gradwell is engaged in the business of providing fixed-line and mobile communications services directly to end-users and to resellers (or “partners”).
- B. Gradwell appoints the Partner as a premier partner on the terms set out in this Agreement.

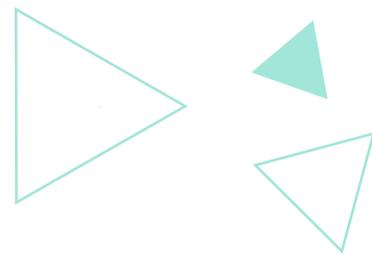
I. Definitions and Interpretation

- I.1. These terms and conditions will govern the Agreement between Gradwell and the Partner and will take precedence if inconsistent with other published material, save for where this Agreement expressly provides that other published material will prevail.
- I.2. In this Agreement unless the context requires otherwise:
 - I.2.1. references to a “clause” means a clause of this Agreement;
 - I.2.2. references to this Agreement or any other document are to this Agreement or that document as amended from time to time;
 - I.2.3. the singular includes the plural and vice versa; references to any gender include every gender; and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons;
 - I.2.4. all headings are for convenience, have no legal effect and should be ignored when interpreting this Agreement;
 - I.2.5. the words “other”, “including” and “in particular” do not limit the generality of any preceding words;
 - I.2.6. a reference to any provision of any enactment will be construed as a reference to that provision or enactment as amended, re-enacted or extended at the relevant time; and
 - I.2.7. the definitions contained in the Interpretation Act 1978 apply (unless a specific definition has been included or the context otherwise requires) in interpreting words and phrases used in this Agreement.
- I.3. The following have particular meanings in this Agreement:
 - “**Additional Termination Charges**” has the meaning given to it in clause 13.5;
 - “**Agreement**” means this agreement, including the following schedules, the Hardware Portfolio Annex and all other Annexes relevant to the Services that the Partner buys from Gradwell:

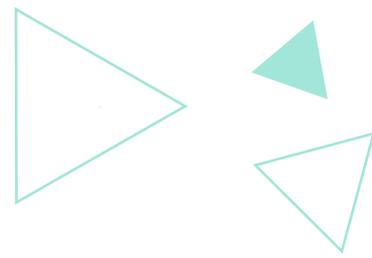
- Schedule 1: Compulsory Terms



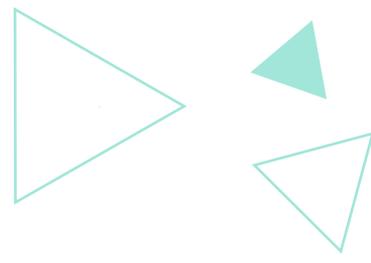
- Schedule 2: partner information;
- “**Annex**” has the meaning given to it in clause 2.7 (and “Annexes” shall be construed accordingly);
- “**Anti-Fraud Measures**” means the automated fraud detection and credit control measures operated by Gradwell to guard against and help mitigate the effects of fraudulent and other malicious activity associated with the Services;
- “**Applicable Data Protection Legislation**” means the EU General Data Protection Regulation (EU) 2016/679 (“GDPR”), read in conjunction with, and subject to, any applicable UK national legislation that provides for specifications or restrictions of the GDPR’s provisions, or from the date of its implementation, any applicable legislation that supersedes or replaces the GDPR in the UK or which applies the operation of the GDPR as if the GDPR were part of UK national law, which may include (without limitation) the Data Protection Act 2018, the European Union (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
- “**Authorised Representatives**” means the person that each party nominates to be its main point of contact in relation to this Agreement (and in the case of Gradwell, is the nominated Partner Manager);
- “**Call Tariffs**” mean the rates Gradwell charges Customers or the Partner on a pence per minute basis for calls made using Gradwell’s voice communications services;
- “**Challenge Phrase**” means a confidential word or phrase known only by Gradwell and the Partner to be used for account verification purposes;
- “**Charges**” means the amount of money charged by Gradwell to the Partner for the Goods and Services provided under this Agreement;
- “**Commencement Date**” means the date when this Agreement will commence, this being the earlier of either a) the date on which the parties sign this Agreement or b) when the parties sell and buy Goods/Services (or otherwise act in accordance with its terms) following the expiry of a period of notice served by Gradwell from which point Gradwell has stated the terms of this Agreement shall apply;
- “**Communications Provider**” or “**CP**” will have the meaning given to it in Ofcom’s General Conditions of Entitlement (as amended from time to time);
- “**Compulsory Terms**” means the contract terms set out in schedule I that, in accordance with clause 5.2, the Partner is required to include in each of its contracts with Customers;



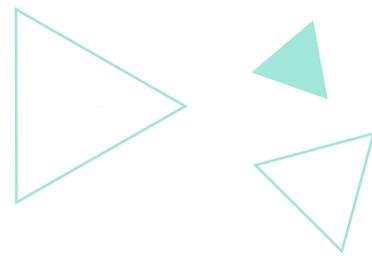
- “**Confidential Information**” means information belonging to one party in whatever form which, at the time of provision to the other party, was expressly or by necessary implication identified as being of a confidential nature;
- “**Control Panel**” means that section of the Website through which the Partner and/or Customer can, among other things, access their Gradwell account and purchase, amend, manage or administer the relevant Services;
- “**Customer**” means customers of the Partner to whom the Partner sells goods and services;
- “**Customer Credit Limit**” means the credit limit that the Partner may set in respect of a customer in accordance with clause 2.9;
- “**Data**” means information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form that the Partner or Customers generate, store, transmit or use in connection with the Services;
- “**Data Subject**” has the meaning given to it in the Applicable Data Protection Legislation;
- “**Default Event**” means any of the events set out in clauses 13.10.1 to 13.10.4 inclusive;
- “**Dispute**” means a dispute that occurs between the parties in relation to the Agreement, the Goods and Services, or the way in which either party’s failure to meet an obligation is to be rectified;
- “**Dispute Notice**” means a written notice given by one party to the other setting out the basis of the Dispute and the action that it believes is necessary to resolve the issue;
- “**Early Termination Charge**” has the meaning given to it in clause 13.5;
- “**e-Sales**” has the meaning given to it in clause 3.2;
- “**Fair Use Policy**” means Gradwell’s requirements and stipulations for fair use of the relevant Services made available at <http://www.gradwell.com/fup/> which may be amended from time to time;
- “**First Line Support**” means the first level of technical support provided to Customers by the Partner to gather relevant information, solve simple problems with the affected Service or to escalate to Second Line Support;
- “**Goods**” means the hardware sold by Gradwell to the Partner under this Agreement (as detailed in the Order Confirmation), for resale to Customers;



- “**Gradwell**” means Gradwell Communications Limited;
- “**Hardware Portfolio Annex**” means the contract terms concerning Goods, their delivery, return and warranty periods, that are set out at <https://www.gradwell.com/terms-conditions/> and/or sent to the Partner, as amended from time to time.
- “**Intellectual Property Rights**” means all vested, contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world, whether now known or in the future created;
- “**Late Payment**” means where the Partner fails to pay Gradwell the undisputed Charges due under clause 12 within 7 days of the date on which payment falls due;
- “**Law**” means:
 - (a) any law, statute, regulation, instruction, guideline, determination, designation or code of conduct having force of law of any governmental, supranational or other regulatory authority or agency of competent jurisdiction; or
 - (b) any term in any regulatory or governmental license, authorisation, consent, permission, approval or guidance.
- “**Minimum Contract Period**” means, in relation to the relevant contract for a Service, the minimum period for which you commit to receive and pay for the Services in accordance with clauses 13.3 to 13.6 inclusive, commencing either from the relevant point specified in clause 13.3 or the point at which the contract is renewed in accordance with clause 13.4;
- “**Order Confirmation**” means the email sent by Gradwell to the Partner in accordance with clause 3.7 confirming details of the Partner’s order of Goods and Services;
- “**Order Form**” means the relevant form(s) issued by Gradwell which you can complete and return to us to place an order for Services under our Telesales process. The Order Form may include important details about your order such as things you must do, or must allow us or our suppliers to do, in order to be able to provide the relevant Goods or Services to you, and it may specify additional or standard Charges that are not contained on the Order Confirmation. When accompanied by a corresponding Order



- Confirmation, such provisions on an Order Form are contractually binding under this Agreement;
- “**Partner Credit Limit**” means the credit limit that Gradwell may set in respect of the Partner in accordance with clause 2.9;
 - “**Partner Manager**” means the representative of Gradwell nominated as the Partner’s point of contact with Gradwell, which may change from time to time;
 - “**Personal Data**” has the meaning given to it in the Applicable Data Protection Legislation;
 - “**Premier Partner Agreement**” means this Agreement including all the schedules, but excluding all Annexes;
 - “**Premier Partner Category**” means the category of premier partner status that is awarded to the Partner, being either Business, Advanced Business or Platinum each having different discounts and other benefits as detailed in schedule 2;
 - “**Privacy Policy**” means Gradwell’s privacy policy which is available at <https://www.gradwell.com/privacy/>;
 - “**Process**” or “**processing**” has the meaning given to it in the Applicable Data Protection Legislation;
 - “**Purchase Date**” means the effective date of purchase of the relevant Goods and Services, as set out on the Order Confirmation;
 - “**Quotation**” has the meaning given to it in clause 3.5;
 - “**Regulator**” means any competent authority recognised by law whose remit and jurisdiction of regulating, policing and/or monitoring extends to the type of business transacted by Gradwell and/or Partner, and includes, but is not limited to, the Office for Communications (Ofcom) and the Information Commissioner’s Office (the ICO) or any successors or replacements appointed to perform their functions);
 - “**Required Monthly Spend**” means the value of the Goods and Services (excluding VAT and any set-up fee) that the Partner must order each month, as detailed in schedule 2;
 - “**Second Line Support**” means advanced technical support provided to Customers by the Partner (with the reasonable assistance of Gradwell) focused on diagnosing and fixing technical problems with the relevant Service which have been escalated by First Line Support;

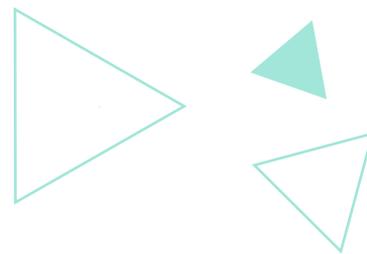


- “**Services**” means the electronic communications services, IT or other services sold by Gradwell to the Partner under this Agreement (as detailed in the Order Confirmation), for resale to Customers;
- “**Support Team**” means the support engineers employed or instructed by Gradwell to provide technical support in relation to its Goods and Services;
- “**Telesales**” has the meaning given to it in clause 3.2;
- “**Training Portal**” means the section of the Website dedicated to educating and training partners in Gradwell’s Goods and Services available at <http://training.gradwell.com> through which the Partner can access via the internet;
- “**Website**” means our web presence at www.gradwell.com (including any associated website, web-page, or sub-page of that website);
- “**Working Day**” means any day which is not a Saturday, a Sunday or a bank or public holiday in England.

2. Categories of Gradwell partners and the appointment of the Partner

Appointment

- 2.1. Gradwell appoints the Partner to act as a non-exclusive reseller of the Goods and Services for the duration of this Agreement and the Partner agrees to act in that capacity subject to the terms of this Agreement.
- 2.2. The Partner may request to switch to a different Premier Partner Category by asking the Partner Manager in writing. Any such request for a change of Premier Partner Category will be reviewed by the Partner Manager who will decide (at their sole discretion, acting reasonably) whether to grant the requested change.
- 2.3. Gradwell may amend the Premier Partner Category (at its sole discretion, acting reasonably) by giving to the Partner 31 days’ notice in writing.
- 2.4. The Partner may buy Goods and Services from Gradwell on a wholesale basis for onward resale to its own Customers. The Partner has the contractual relationship with Customers, and will also provide billing and technical support services in relation to the Goods and Services that are sold. Gradwell will provide wholesale billing to the Partner and will provide reasonable assistance to the Partner in providing Second Line Support to Customers. The Partner is responsible for providing First Line Support to Customers.
- 2.5. Nothing in this Agreement will prevent Gradwell from supplying the Goods and Services to other clients or elsewhere either directly or via other resellers or agents.

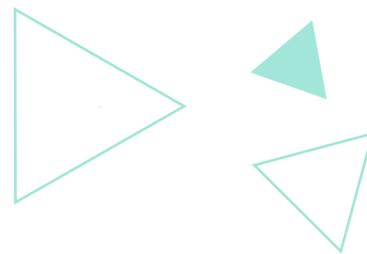


- 2.6. In accordance with clause 13.1, the Agreement will start on the Commencement Date, but Gradwell does not undertake or warrant that the Services will be supplied or activated within a specific period of time, unless otherwise expressly stated in writing by the Partner Manager.
- 2.7. This Agreement includes all of the relevant Service-specific annexes (“**Annexes**”) (as amended from time to time) which apply where you buy any relevant Service from us, those Annexes being set out at <https://www.gradwell.com/terms-conditions/> and/or sent to you by Gradwell. Any reference in any Annex to “Standard Terms” or “Main Body Terms” shall be construed as if it read “Premier Partner Agreement” (as defined above), subject to the specific amendments below:
- 2.7.1. Any reference in any Annex to “clause 19.8” shall be construed as if it read “clause 26 of the Premier Partner Agreement”;
- 2.7.2. Any reference in any Annex to “clause 14” shall be construed as if it read “clause 11 of the Premier Partner Agreement”; and
- 2.7.3. The first sentence of paragraph 1.1. in each annex shall be construed as if it read as follows (but all subsequent sentences of paragraph 1.1 shall remain unchanged):
“The terms set out in this Annex, and those in all other relevant Annexes, form part of the Agreement.”

Credit checking

- 2.8. Gradwell may conduct credit checks in relation to the Partner as it sees fit.
- 2.9. On receiving back satisfactory reports in respect of the Partner’s creditworthiness, Gradwell may (at its sole discretion) decide upon a suitable Partner Credit Limit which may be reviewed or amended from time to time. The Partner Credit Limit may be divided up and applied as Customer Credit Limits. The sum of the Customer Credit Limits cannot exceed the Partner Credit Limit. To qualify for a Partner Credit Limit, the Partner must set up and maintain a valid direct debit mandate with Gradwell. When setting Customer Credit Limits, the Partner must:
- 2.9.1. conduct all relevant checks on the Customer or potential Customer that a diligent prospective creditor might conduct in the circumstances;
- 2.9.2. act in accordance with any relevant guidance given by Gradwell from time to time; and
- 2.9.3. receive back from the checks a satisfactory credit rating report from a recognised credit checking organisation in relation to the Customer concerned.

3. Ordering Goods and Services as a Partner



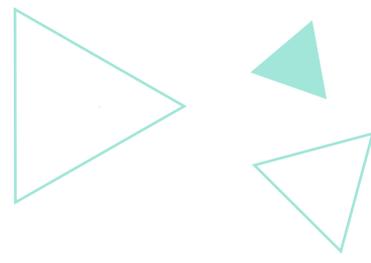
- 3.1. You must record promptly using the Control Panel all instances of Goods and/or Services being resold to Customers pursuant to this Agreement. For the avoidance of doubt, this Agreement shall not apply to the purchase from Gradwell of any goods or services for your own use. Where you wish to buy from Gradwell goods or services for your own use, you must do so under Gradwell's standard terms available at <https://www.gradwell.com/terms-conditions/>.
- 3.2. You can purchase Goods and Services from us either through our online store on our Website (“**e-Sales**”) or by calling and speaking over the phone to one of our sales representatives who, if you decide to proceed, will send you the documents specified in clause 3.5 (“**Telesales**”).

Prices

- 3.3. The prices for our Goods and Services are:
 - 3.3.1. In the case of e-Sales, those which are set out on the Website at the date on which you purchase the relevant Goods or Services in accordance with clause 3.7 and 3.7, and will be confirmed on the Order Confirmation; or
 - 3.3.2. In the case of Telesales, those which are set out on the Order Form and Quotation, and will be confirmed on the Order Confirmation. Please note that the Order Form may include important details about your order such as things you must do, or must allow us or our suppliers to do, in order to be able to provide the relevant Goods or Services to you, and it may specify additional or standard Charges that are not contained on the Order Confirmation. When accompanied by a corresponding Order Confirmation, such provisions on an Order Form are contractually binding under this Agreement.
- 3.4. Prices on the Website and other promotional material are updated periodically and cannot be guaranteed for any period of time. Our Website contains a large number of Goods and Services. It is possible that, despite our reasonable efforts, some of the Goods or Services on our Website may be incorrectly priced. If we discover an error in the price of the Goods or Services you have ordered, we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods or Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

Contract formation

- 3.5. In the case of Telesales, the sales representative will send you an Order Form to complete, sign and return to us. The Order Form will be accompanied by a quote document outlining the various Goods and Services we are proposing to sell to you, the price(s), the Minimum Contract Period of the relevant contract(s) and certain other details (“**Quotation**”).



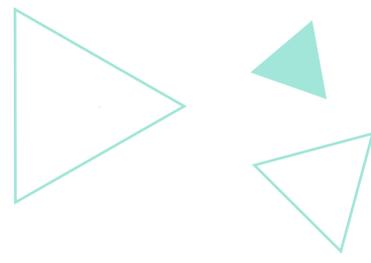
- 3.6. By placing an order via the Website (or sending us a completed Order Form in the case of Telesales), you are making an offer to purchase the relevant Goods or Services in accordance with this Agreement.
- 3.7. When we receive your e-Sales order (or completed Order Form in the case of Telesales), we will conduct a number of checks including, without limitation, checks on our geographical coverage, your credit rating and the capabilities of your telephone line. If, following our checks, we are satisfied that we can provide the Goods and Services you ordered, we will send you an email with your Order Confirmation, confirming that we accept your offer and the relevant contract will be formed at this point.
- 3.8. Please note that the Order Form may include important details about your order such as things you must do, or must allow us or our suppliers to do, in order to be able to provide the relevant Goods or Services to you, and it may specify additional or standard Charges that are not contained on the Order Confirmation. When accompanied by a corresponding Order Confirmation, such provisions on an Order Form are contractually binding under this Agreement.
- 3.9. If you have not received an Order Confirmation within 5 Working Days of either placing your order for e-Sales or of completing the electronic signature process for Telesales, please contact our Support Team by calling 01225 800 900.
- 3.10. A separate contract will be formed for each item of Goods and for each individual Service you order. We will commence the provision of the Services promptly and we will notify you by email when we expect the Services to be activated (this is when the relevant Service is capable of being used by your Customer for the purpose for which a service of that nature is typically used). The activation of Services on a specific date is not guaranteed and we will have no liability in respect of any failure to commence the supply of Services by a given date.
- 3.11. If you become aware of an error in your order, you should contact us immediately and make us aware of the issue.

Order cancellations

- 3.12. You may not cancel your order (whether for Goods and/or Services) once the contract has been formed in accordance with clause 3.7. To request cancellation of your order before the contract has been formed, you should call us on 01225 800 840.
- 3.13. Once the contract for a particular Service is formed, it will continue for the relevant period specified in clause 13.3.

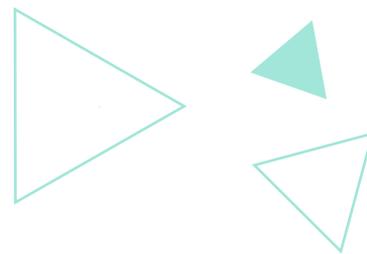
Delivery of Goods, returns and warranties for Goods

- 3.14. The Hardware Portfolio Annex shall apply in respect of all Goods that you buy from Gradwell, and the terms of that Annex shall be incorporated into the Agreement.



4. Nature of the Services, and the rights and duties of Gradwell

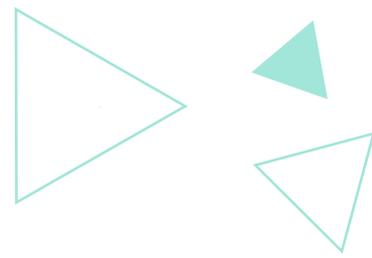
- 4.1. Gradwell will supply the Services using the reasonable skill and care that may be expected from a competent supplier electronics communications services and shall take steps to ensure the Services are fault free and uninterrupted so far as is reasonably practicable.
- 4.2. However, it is not a condition of this Agreement, nor does Gradwell warrant or guarantee that the Services will be uninterrupted, secure or error-free.
- 4.3. Where a schedule expressly states that a service level agreement (SLA) applies in respect of the Services, it will not constitute a breach of the Agreement if the Services fail to meet the specified levels and the only remedy available to the Partner for that breach will be the payment of service credits specified in the relevant SLA.
- 4.4. The Partner acknowledges and agrees that:
 - 4.4.1. The Services were not designed with the Partner's individual requirements in mind and it is the Partner's responsibility to determine whether the Services will meet its needs; and
 - 4.4.2. Gradwell relies on third parties to deliver telephone calls and other communications associated with the Services to and from the Gradwell network. The performance of such third parties and their equipment is a matter beyond Gradwell's reasonable control (as more fully described in clause 21). Gradwell may have to suspend the Services for emergency repairs, maintenance or improvement without prior notice. If Gradwell does this, it will restore the affected Services as quickly as reasonably practicable.
- 4.5. Using email and placing information on the Website, Gradwell will provide and update the Partner at appropriate intervals (determined at Gradwell's discretion, acting reasonably) with the following:
 - 4.5.1. information about the relevant Goods and Services;
 - 4.5.2. sales and marketing materials relating to the Goods and Services for the Partner to use, reproduce and distribute solely for the purposes of this Agreement; and
 - 4.5.3. training through the Control Panel on the use, sale and support of the Goods and Services.
- 4.6. Gradwell may suspend the Services for any of the following reasons:
 - 4.6.1. repair; or
 - 4.6.2. maintenance; or
 - 4.6.3. improvement; or



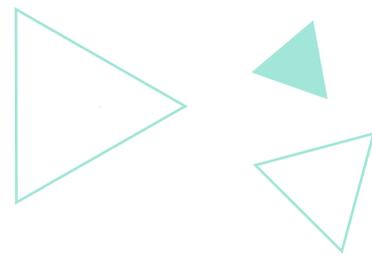
- 4.6.4. if malicious access/activity is detected; or
- 4.6.5. as set out in clause 12.6, where paying for Goods or Services in arrears, the Partner fails to pay the relevant undisputed Charges in accordance with clause 12.4; or
- 4.6.6. if it is reasonably believed that:
 - 4.6.6.1. any Customer is or has been contravening any relevant Law, or is contravening the terms specified in schedule 1; or
 - 4.6.6.2. any Customer exceeds the Customer Credit Limit in respect of any Services to which the Customer Credit Limit is expressly stated to relate; or
 - 4.6.6.3. the Partner is or has been contravening any relevant Law, or is contravening the terms of this Agreement.
- 4.7. In the case of suspension of Services for repair, maintenance or improvement, Gradwell will use its reasonable endeavours to try to provide as much notice as possible and to restore the affected Services as quickly as reasonably practicable. In the case of suspension of Services where malicious activity is suspected, the suspension will last until Gradwell is satisfied (acting reasonably) that the circumstances that gave rise to the malicious activity have ceased and suitable measures have been put in place by the Partner and/or Gradwell to prevent further occurrences.
- 4.8. Gradwell will implement, with reasonable skill and care the Anti-Fraud Measures which will provide information and statistics to the Partner by means of email and the Control Panel not less than twice per Working Day, to assist the Partner in managing usage of any Services to which the Anti-Fraud Measures are expressly stated to relate. However, Gradwell gives no commitment or assurance as to the effectiveness of the Anti-Fraud Measures and use of the Anti-Fraud Measures will not relieve the Partner of the need to closely monitor his own account and exercise all due care in adopting good security practices in line with any advice given by Gradwell (including, but not limited to, using only robust passwords) and encouraging his Customers to do the same.

5. Rights and Duties of the Partner

- 5.1. The Partner must not:
 - 5.1.1. describe itself as agent or representative of Gradwell except as expressly authorised by this Agreement;
 - 5.1.2. hold itself out, or permit any person to hold it out, as being authorised to bind Gradwell in any way, nor do any act which might reasonably create the impression that it is so authorised;

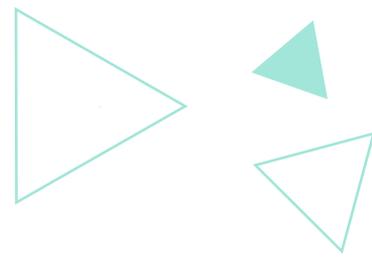


- 5.1.3. pledge the credit of Gradwell in any way, save that a Partner may be permitted to set Customer Credit Limits (in accordance with clause 2.9) ;
 - 5.1.4. use any advertising, promotional or selling materials featuring Intellectual Property belonging to Gradwell, except those which are supplied or expressly approved by Gradwell;
 - 5.1.5. engage in any conduct which in the reasonable opinion of Gradwell is prejudicial to business or the marketing of the Goods or Services.
- 5.2. The Partner must include in its contract with any Customer the Compulsory Terms as well as any other provision reasonably requested by Gradwell from time to time. The Partner must use all reasonable endeavours to enforce those terms and provisions in respect of the contracts it enters into with Customers.
- 5.3. The Partner must:
- 5.3.1. Carry out its functions as a Gradwell partner in compliance with all relevant Laws, which includes, for the avoidance of doubt, ensuring that all aspects of the Services over which the Partner has control, are compliant with (and are provided to Customers in a way which is compliant with) all relevant Laws;
 - 5.3.2. Comply with Gradwell's reasonable instructions and requests concerning the Services. The Partner must validate number portability requests as soon as reasonably practicable after receipt (and in any event not longer than 48 hours);
 - 5.3.3. Where reasonably requested, promptly provide to Gradwell such information and support as may be necessary to enable Gradwell to carry out its obligations under this Agreement or in connection with any relevant Law;
 - 5.3.4. Where reasonably requested, promptly provide Gradwell with accurate and up to date contact details of at least one named representative with whom Gradwell is authorised to deal, and promptly notify Gradwell of any changes to this information;
 - 5.3.5. Maintain a valid direct debit mandate in favour of Gradwell;
 - 5.3.6. Provide Gradwell with up to date location information of Customers who use Gradwell's voice services, and notify Gradwell as soon as possible of any change to such information and include in any contracts with the Customers an obligation to immediately notify the Partner of any change in such information. The information may be used for the purposes of validating number portability requests and updating the address database used by the emergency services;
 - 5.3.7. Agree that where Gradwell is advised in writing by any Regulator, police force, or competent authority that the Partner is, has been, or may have been in breach of



any relevant Law , Gradwell will be entitled to act on any request or recommendation which appears genuine (as determined by Gradwell acting reasonably) for access to any relevant Services to be barred or modified as requested, or to provide any information in relation to the Partner, Customers and Services in question;

- 5.3.8. Agree to provide all reasonable assistance to Gradwell which Gradwell may request in respect of Gradwell's compliance with any relevant Law which affects, or may affect, the Services;
- 5.3.9. Agree that if approached directly by a Regulator, police force or competent authority, to use all reasonable endeavours to comply with any genuine request or instruction;
- 5.3.10. Be responsible for all persons who use its username and password to access the Services and/or Control Panel (whether or not that Partner has authorised that person);
- 5.3.11. Fulfil the partner commitments for the relevant Premier Partner Category (as set out in schedule 2). Where the Partner does not achieve the Required Monthly Spend, Gradwell will invoice the Partner for any shortfall which the Partner must pay within 30 days of receiving the relevant invoice;
- 5.3.12. Ensure that its staff maintains an appropriate degree of knowledge of Gradwell Goods and Services so as to properly discharge its obligations under this Agreement;
- 5.3.13. Keep its usernames and passwords secure, and use only robust and secure passwords created in line with industry best practice and any security guidance given by Gradwell to the Partner from time to time;
- 5.3.14. Use an agreed Challenge Phrase when requesting changes to any aspect of the Services. The Partner acknowledges and agrees that Gradwell is authorised to comply with instructions accompanied by the Challenge Phrase and any other identity verification measures Gradwell may implement from time to time;
- 5.3.15. Take all reasonable steps in respect of matters in its control to minimise any risk of security breaches in connection with Customers' use of the Goods and Services;
- 5.3.16. Notify Gradwell of any unauthorised access to its accounts or those of its Customers which the Partner believes may affect the overall security of the Services;
- 5.3.17. Comply with all appropriate security checks which Gradwell may implement from time to time; and



5.3.18. Exercise all reasonable care and diligence in reselling the Services including, but not limited to, carefully following the guidance and instructions given by the Support Team in relation to security and technical issues and other such matters. Where the Partner uses a custom domain name provided by a third party registrar, the Partner should ensure that the DNS values provided by Gradwell upon registration as a Gradwell Partner are correctly configured with the registrar which provided the domain name.

6. Relationship with Customers

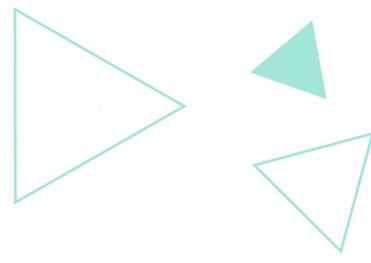
6.1. Gradwell will not actively solicit or otherwise actively encourage Customers to become direct customers of Gradwell, except where:

- 6.1.1. this Agreement is terminated pursuant to clause 13; or
- 6.1.2. the Partner ceases to provide the relevant Services to the Customer; or
- 6.1.3. the Partner makes a Late Payment. Without prejudice to any other right or remedy Gradwell may have against the Partner in the case of a Late Payment, Gradwell may immediately approach any or all of the Partner's Customers with a view to providing services to them subject to a separate contract between the Customer and Gradwell. The Partner warrants that nothing in its contractual arrangement with its Customers (however described or recorded) will purport to prevent, penalise or discourage the Customer from taking services supplied by Gradwell in this way. Should the Partner subsequently pay all monies owing to Gradwell, Gradwell will not solicit any further Customers (unless and until another Late Payment occurs), but it will not affect the situation in respect of those Customers already successfully solicited pursuant to this clause 6.1.3.

7. Personal Data and Data

Personal Data

- 7.1. The parties shall Process, in accordance with Applicable Data Protection Legislation, all Personal Data belonging to or given to it by the other party.
- 7.2. Without affecting clause 7.1, Gradwell shall Process such Personal Data in accordance with its Privacy Policy.
- 7.3. Neither party shall perform its obligations under this Agreement in such a way as to cause the other party to breach any of its applicable obligations under Applicable Data Protection Legislation.
- 7.4. For the avoidance of doubt, each party may collect, store and Process contact Personal Data (such as names, work email addresses, telephone/mobile work numbers, and work

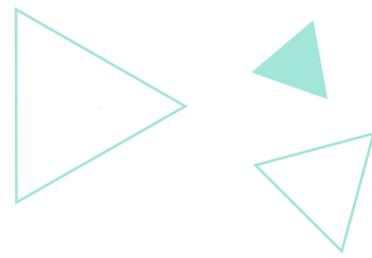


addresses) of the other Party and/or that other party's employees, contractors or agents in connection with the performance of the Agreement or as part of pre-contract negotiations, provided always that such collection and/or Processing will be carried out in accordance with Applicable Data Protection Law and that party's privacy policy.

- 7.5. For so long as the Partner provides to Gradwell Personal Data of the Partner's users, employees, Customers or any other third party individuals, the Partner must bring to the attention of those individuals the contents of Gradwell's Privacy Policy.
- 7.6. Where the Partner or one of its Customers are based in the European Economic Area (EEA) and the Partner wishes or is required to pass to Gradwell personal data belonging to the Partner's users, Customers or employees as part of Gradwell providing Services or otherwise giving effect to this Agreement, the following will apply in the event that the UK leaves the European Union (EU) unless and until the EU Commission makes in favour of the UK an 'adequacy decision' for the purposes of chapter V of the GDPR:
- 7.6.1. The Parties will use their reasonable endeavours to promptly enter into an agreement comprised of the standard contractual clauses recognised by the EU as an 'appropriate safeguard' under article 46 of the GDPR.
- 7.7. The Partner agrees that, to the extent permitted by applicable Law, Gradwell will not be liable for any claim, whether threatened or actual, arising out of or in connection with any action or omission by Gradwell, to the extent that such action or omission:
- 7.7.1. results from any failure by the Partner to comply with this clause 7; or
- 7.7.2. results from Gradwell complying in good faith with any instructions issued by the Partner in connection with Personal Data belonging to the Partner, its Customers, employees, users or any other relevant third party.
- 7.8. The Partner will indemnify, hold harmless and defend Gradwell from and against any claim contemplated by clause 7.7 that is brought against Gradwell by any third party, including a Data Subject.

Data that is not Personal Data

- 7.9. Gradwell does not provide a back-up of the Data belonging to the Partner or the Customer, nor does it guarantee the integrity of Data. The Partner should regularly backup the Data that it wishes to store using the Services or in connection with the Services. However, Gradwell will use its reasonable endeavours to provide copies of Data for disaster recovery purposes, but no assurance, warranty or any other form of representation is given in this regard, and Gradwell will have no liability in connection with any attempt to recover Data.
- 7.10. Gradwell may access, copy, preserve, disclose, remove, suspend or delete any Data:
- 7.10.1. if it is required to do so by applicable Law or competent authority; or



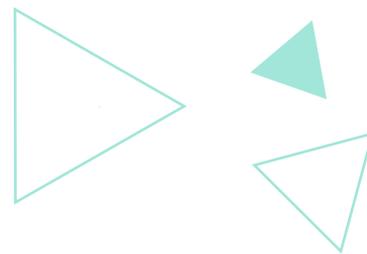
- 7.10.2. if reasonably required for the purposes of carrying out its obligations, or enforcing its rights, under the Agreement; or
- 7.10.3. if it is otherwise permitted under the Agreement; or
- 7.10.4. if such Data is prohibited under the Agreement.

8. Intellectual Property Rights

- 8.1. Gradwell and its wholesale suppliers are the owners or licensees of all Intellectual Property Rights that exist in the Goods and Services.
- 8.2. All Intellectual Property Rights that exist in the Goods and Services will remain with Gradwell and its wholesale suppliers. This will not affect the Partner's right or ability to sell the Goods and Services or refer Customers for the purposes of the Agreement.
- 8.3. Except where the Partner expressly refuses or withdraws permission, the Partner agrees that Gradwell may (acting reasonably) use the Partner's name, logo and other mark(s) or details for genuine marketing activities in connection with Gradwell's business, provided always that such activities do not adversely impact or harm the Partner's reputation, goodwill or Intellectual Property Rights.

9. Limitation of Liability

- 9.1. Nothing in this Agreement in any way excludes or restricts Gradwell's liability for negligence causing death or personal injury, for fraudulent misrepresentation or for anything which may not be validly restricted under English Law. The Partner's statutory rights are unaffected.
- 9.2. For any one event or a series of events, Gradwell's maximum liability in contract, tort (including negligence) or otherwise under or in connection with this Agreement, is limited as follows:
 - 9.2.1. in the case of Goods, to the Charges for the relevant Goods (excluding VAT), or, where applicable, to the replacement or repair of the relevant Goods under the Hardware Portfolio Annex; and,
 - 9.2.2. in the case of Services, to 125% of the Charges for the relevant Services (excluding VAT) during the duration of the event(s) complained of.
- 9.3. In no event (including Gradwell's own negligence), and even if Gradwell has been advised of the possibility of such losses, will Gradwell be liable for any:
 - 9.3.1. loss of profit, contract, business or anticipated savings;
 - 9.3.2. loss of goodwill or reputation;

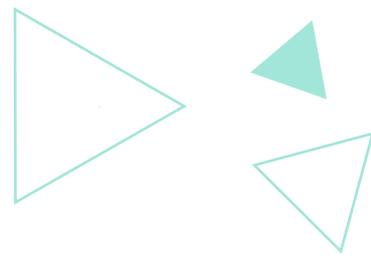


- 9.3.3. special, indirect or consequential loss;
 - 9.3.4. damage to or loss of Data or other information; or
 - 9.3.5. interrupted communications.
- 9.4. Gradwell will have no liability for goods and/or services provided by third parties or for any type of loss or damage which is the result of any act or omission of any third party (including, without limitation, engineers from BT Openreach or any similar entity).
- 9.5. Gradwell will not be liable for any delay or failure in the performance of our obligations under this Agreement where such delay or failure is attributable to matters beyond Gradwell's reasonable control as set out under clause 21.
- 9.6. To the fullest extent permitted by Law, Gradwell excludes all terms implied by Law that are not expressly set out in this Agreement including, without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose. The Partner's statutory rights are unaffected.

10. Indemnity

- 10.1. The Partner will indemnify and keep Gradwell fully indemnified from and against any and all actions, demands, costs (on a full indemnity basis), losses, penalties, charges, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever incurred by it and resulting from:
- 10.1.1. Any breach of this Agreement by the Partner or its employees, agents, consultants, contractors or affiliates;
 - 10.1.2. Any breach of the Compulsory Terms by the Customers;
 - 10.1.3. Any access, attempted access, malicious or fraudulent activity of the Partner's Gradwell account or any Services used by the Partner or its Customers (including, but not limited to, fraudulent phone calls made on or via a Private Branch Exchange (PBX) used by the Partner or any of its Customers that are shown to result from passwords of insufficient strength or any other practices on the part of the Partner or Customer which fail to satisfy or are inconsistent with industry best practice and/or any advice given by Gradwell to the Partner);
 - 10.1.4. the Partner's infringement (whether innocently or knowingly) of third party rights (including without limit Intellectual Property Rights);
 - 10.1.5. Any breach of any relevant Law by the Partner or its Customers.

11. Changes to the Agreement, the Charges and the Services



Changes to the Agreement

- 11.1. Gradwell may amend this Agreement (including any of the Annexes) on giving the Partner at least 31 days' notice in writing.

Changes to the Charges

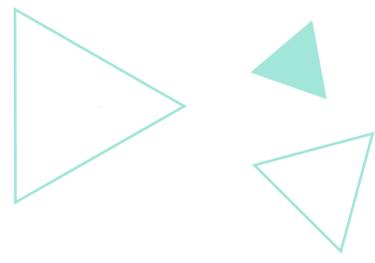
- 11.2. Gradwell may amend the Charges (excluding the Call Tariffs) on giving the Partner at least 31 days' notice in writing. However, this notice requirement does not apply to Gradwell right to charge for Customers going over their usage caps in line with Gradwell's Fair Usage Policy.
- 11.3. Gradwell may amend the Call Tariffs at any time by giving the Partner at least 14 days' notice in writing.
- 11.4. The Charges will also change if the Partner requests a change of Services or if Gradwell impose a charge for the Customer going over the usage cap in line with Gradwell's Fair Use Policy.
- 11.5. Gradwell may also amend the Charges if required by Law or any competent regulatory authority. Gradwell will use its reasonable endeavours to provide the Partner with notice in writing before any change to the Charges take effect under this clause 11.5.

Changes to the Services

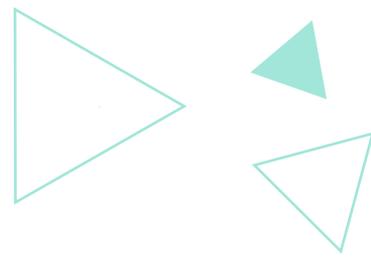
- 11.6. Gradwell may from time to time change, replace or withdraw Services in accordance with this Agreement.
- 11.7. Without affecting Gradwell's right to suspend the Services under this Agreement, Gradwell will give the Partner at least 31 days' notice in writing if Gradwell makes any change to the Services which affects the Charges, or if Gradwell withdraws any relevant Services. Gradwell will give the Partner written notice of any other change to the Partner's chosen Services.

12. Payment required by Partners

- 12.1. All current Charges for Services and Goods are published and are available on the Website and/or the Control Panel. Whenever the Partner purchases Goods or Services for the purposes of this Agreement, Gradwell will issue the Partner with an invoice (in addition to the Order Confirmation) detailing the Purchase Date. The invoice will be provided through the Control Panel and/or by email.



12.2. The Order Confirmation and invoice will specify whether the Goods and Services must be paid for in advance or in arrears.

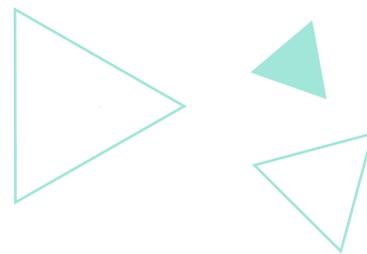


Payment in advance

- 12.3. Where paying in advance, Charges for Goods and Services must be paid by direct debit, cheque, BACS, credit card or debit card.

Payment in arrears

- 12.4. Where paying monthly in arrears, Charges for Goods and Services must be paid within 25 days of the date of our invoice by direct debit, credit card or debit card.
- 12.5. Where Goods and Services are to be paid for in arrears, Gradwell may, in accordance with clause 2.9, impose a suitable Partner Credit Limit, or revise one that is already in place. Gradwell may also require from the Partner a deposit in respect of the Goods and Services ordered (determined at Gradwell's discretion, acting reasonably).
- 12.6. If the Partner fails to pay the relevant undisputed Charges in accordance with clause 12.4, Gradwell will send the Partner notices inviting the Partner to make payment. If payment is not made within 7 days of falling due, the following procedure will apply:
- 12.6.1. Gradwell may at its discretion suspend the Services at any time;
 - 12.6.2. Gradwell may exercise its right to terminate the Agreement under clause 13.10.2;
 - 12.6.3. Gradwell may actively solicit the Partner's Customers in accordance with clause 6.1.3.
- 12.7. All Charges remain payable where Gradwell suspends the Services in accordance with clause 12.6.1. If the Partner's Services have been suspended, they will not be usable by the Partner or Customers until payment is made and the Services have been reactivated.
- 12.8. Payment of the Charges must be made without deduction or set-off.
- 12.9. All Charges are non-refundable unless otherwise stated.
- 12.10. Gradwell reserves the right to charge the Partner interest on any overdue Charges in accordance with the Late Payment of Commercial Debts Act 1998 or other applicable Law (determined at Gradwell's discretion).
- 12.11. Where payment of the Charges is not made in accordance these terms, we may take all debt recovery measures available under Law that we consider appropriate.



Disputed invoices

- 12.12. In the event that the Partner disputes an invoice issued by Gradwell, the Partner must notify the Partner Manager in writing within 10 days of receipt of the invoice in question. Any such disputed invoice will be dealt with in accordance with the dispute resolution procedure set out at/in clause 14.

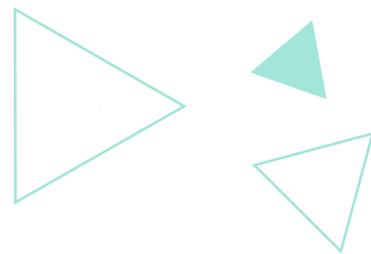
13. Duration and termination

Duration of this Agreement

- 13.1. This Agreement starts on the Commencement Date for a minimum term of 90 days and will continue after that until terminated in accordance with clause 13.9 or a Default Event occurs. This clause will not affect clause 13.6.

Contract duration for Services sold under this Agreement and Minimum Contract Periods

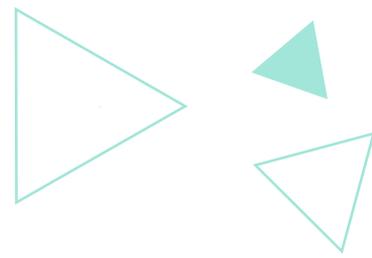
- 13.2. As set out in clause 3.10, a separate contract will be formed for each item of Goods and for each individual Service you order.
- 13.3. Many of Gradwell's Services have a Minimum Contract Period associated with them (as specified on the Website or Order Form and confirmed on the Order Confirmation and/or invoice). Except where both parties agree otherwise, or a relevant Annex, or Order Form provides that another minimum period applies (which will be specified on the Order Confirmation), a Minimum Contract Period of the following length will apply to each contract for a Service:
- 13.3.1. for voice services to which our voice services Annex applies, two years, starting on the date we send the Order Confirmation to you in accordance with clause 3.7;
 - 13.3.2. for broadband services to which our broadband Annex (or another Annex concerning data connectivity) applies, three years, starting on the date we send you the relevant broadband handover document. Notwithstanding this, you will be contractually bound in relation to the broadband Service you have ordered from us from the point at which the contract for the Service is formed in accordance with clause 3.7, as more particularly described in the relevant Annex;
 - 13.3.3. For any other type of Service, two years, starting on the date we send the Order Confirmation to you in accordance with clause 3.7.
- 13.4. After the Minimum Contract Period specified in clause 13.3 has expired, the contract for the relevant Service will automatically renew for a further Minimum Contract Period of 12 months (and will do so on a repeating basis thereafter) except where you give us not less than 31 days' written notice to terminate before the expiry of the current Minimum Contract Period.



- 13.5. Save where this Agreement provides otherwise, you agree to pay the Charges associated with each Service for the Minimum Contract Period even if you decide to cease it before the end of this period (the payment of these Charges being an “**Early Termination Charge**”). When you cease some Services (whether before or after the Minimum Contract Period), we incur certain charges from our wholesale supplier which you will be liable to pay (“**Additional Termination Charges**”), in addition to any Early Termination Charge that is payable. Details of any Additional Termination Charges that are payable are set out in the relevant Annexes.
- 13.6. Without affecting clause 13.5, you will also be liable for all outstanding Charges associated with the full length of the Minimum Contract Period, irrespective of whether the Service is suspended or this Agreement is terminated before the end of this time. This clause 13.6 will not apply where the suspension or termination occurs due to a material breach of the Agreement by Gradwell.
- 13.7. Either party may terminate the contract for any specific Service by giving to the other 31 days’ notice in writing (where any such termination cannot take effect before the end of any relevant Minimum Contract Period). That notice period of 31 days shall take effect from the start of your next monthly billing cycle for the relevant Service.
- 13.8. Subject to any contrary agreement expressly made by the parties, in the event that Gradwell continues to provide a Service to the Partner after the notice period to terminate the Contract for that Service has expired, all discounts previously agreed between the parties in respect of the relevant Service shall cease to apply and the Service will be charged at the applicable standard rate published by Gradwell from time to time.

Termination of this Agreement

- 13.9. Either party may terminate this Agreement at any time for any reason by giving to the other 90 days’ written notice. This clause will not affect clauses 13.5 or 13.6.
- 13.10. Gradwell may on immediate written notice terminate this Agreement, and immediately suspend some or all of the Services, if one or more of the following events occurs:
- 13.10.1. the Partner commits any material breach of this Agreement (which in the case of a breach capable of being remedied, has not been remedied within 14 days of receiving from Gradwell a notice specifying the breach and requiring its remedy);
 - 13.10.2. the Partner fails to pay outstanding Charges in accordance with clause 12.6;
 - 13.10.3. the Partner is subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal for it to enter into any arrangement or composition with or for its creditors or a receiver or liquidator or trustee in bankruptcy is appointed over it or any of its assets or any similar circumstances; or



13.10.4. Gradwell is required to do so by a Regulator or other competent authority or in the event that Ofcom issue a direction suspending or restricting the Partner's entitlement to provide electronic communications services.

13.11. On termination of this Agreement or suspension of Services for any reason:

13.11.1. Gradwell will at its sole discretion immediately stop supplying and will terminate access to the relevant Services and may exercise its solicitation right under clause 6.1;

13.11.2. any fees, Charges or amounts due remain payable and, if already paid, will be non-refundable; and

13.11.3. each party's accrued rights and liabilities will be unaffected.

14. Dispute resolution

14.1. The parties will use their reasonable endeavours to resolve amicably and quickly any Dispute that either party raises. In doing so, the parties will work together in accordance with the arrangements detailed in the remainder of this Clause 14.

14.2. Where either party wants to raise a Dispute, it must do so by sending the other party a written notice explaining the basis of that Dispute and the action that it believes is necessary to resolve the issue (a "Dispute Notice").

14.3. Within 7 days of the date of the Dispute Notice, each party must refer the Dispute to their Authorised Representative for resolution.

14.4. If the Authorised Representatives are unable to resolve the Dispute within 7 days, they shall each escalate the issues concerned in accordance with the escalation process set out below:

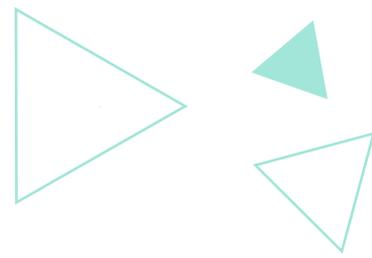
14.4.1. on behalf of Gradwell:

- (a) The Partner Manager; and
- (b) Chief Executive Officer.

14.4.2. on behalf of the Partner:

- (a) Its nominated contact; and
- (b) Chief Executive Officer (or equivalent management figure).

14.5. If, within 31 days of a Dispute Notice being issued, the parties have failed to resolve the relevant Dispute using the escalation process outlined above, then they will, with the



assistance of CEDR, seek to resolve the Dispute amicably by using an alternative dispute resolution (ADR) procedure acceptable to both parties before pursuing any other remedies available to them. If either party fails or refuses to agree to or participate in the ADR procedure, or if in any event the Dispute is not resolved to the satisfaction of both parties within 60 days after it has arisen, the parties may commence court proceedings in accordance with clause 28.

- 14.6. The dispute resolution procedure set out under this clause 14 will not affect the right of the Gradwell to suspend any Service in accordance with this Agreement.

15. Confidentiality

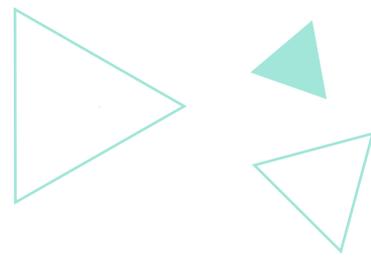
- 15.1. The parties agree not to use Confidential Information belonging to the other party for any purpose other than in connection with this Agreement or to disclose any such Confidential Information to any unauthorised third party without prior permission.

- 15.2. Clause 15.1 will not apply to information which:

- 15.2.1. enters the public domain other than through breach of clause 15.1;
- 15.2.2. is or becomes independently known to the receiving party free from any confidentiality restriction;
- 15.2.3. is required to be disclosed by applicable Law or competent authority;
- 15.2.4. is reasonably disclosed to employees, suppliers or others required for the proper performance of this Agreement;
- 15.2.5. is reasonably disclosed to professional advisers; or
- 15.2.6. is otherwise permitted in accordance with this Agreement or any associated document.

16. Notices

- 16.1. Any notice or other communication required under or in connection with this Agreement will be in writing and will be delivered by hand or sent by pre-paid first-class post or other next Working Day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number or by email to the other party's nominated email address.
- 16.2. Any notice or communication will be deemed to have been received if delivered by hand, on signature of a delivery receipt, or, if sent by fax or email, at 9:00 am on the next Working Day after transmission, or otherwise at 9:00 am on the second Working Day after posting.
- 16.3. Neither party will use email for the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.



17. Non-Solicitation of staff

17.1. Each party agrees that it will not at any time prior to termination of this Agreement, or for 12 months after its termination, do any of the following in respect of the other party's staff:

17.1.1. employ or offer to employ any person who immediately before that employment or offer of employment was employed by the other party; or

17.1.2. employ or offer to employ any person who was employed by the other party at any time during the 12 months before the employment or offer of employment; or

17.1.3. directly or indirectly induce any employee to leave the other party's employ.

18. Entire Agreement

18.1. This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter provided that the obligations of the parties under any pre-existing non-disclosure agreement will remain in full force and effect in so far as there is no conflict with this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

19. Severance

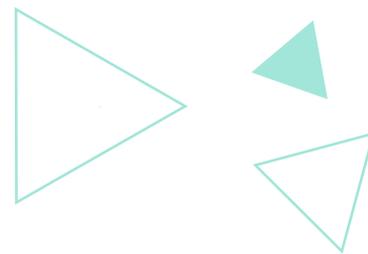
19.1. If any provision of this Agreement is or becomes prohibited by Law or is judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of the remainder of this Agreement.

20. Assignment

20.1. The Partner may not assign this Agreement or subcontract or resell any of the Services without Gradwell's prior written consent. Gradwell may assign this Agreement or subcontract any of the Services at its sole discretion (acting reasonably).

21. Matters beyond reasonable control

21.1. If either party is prevented, hindered or delayed from performing any obligation under this Agreement because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the relevant party is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other



party for any resulting failure, delay, defect or omission in performing its obligations under this Agreement.

21.2. Gradwell will not be liable for any failure or delay in supplying the Services to the Partner if:

21.2.1. another supplier on whom Gradwell is reliant to supply the Services delays or refuses the supply of an electronic communications service to Gradwell and no alternative service is reasonably available at reasonable cost; or

21.2.2. legal or regulatory restrictions are imposed that prevent Gradwell from supplying the Services.

21.3. If any of the events detailed in clauses 21.1 or 21.2 materially affects the performance of the Agreement and continues for more than three months, then either party may terminate the Agreement immediately in (in respect of some or all of the Services) by providing written notice to the other.

22. Third Parties

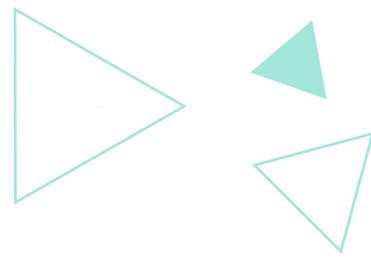
22.1. This Agreement does not confer any benefit which may be enforced by any third party and the provisions of The Contracts (Rights of Third Parties) Act 1999 do not apply to this Agreement.

23. Waiver

23.1. Unless a party expressly waives its rights in writing, no delay, neglect or forbearance by either party in enforcing against the other party any term or condition of this Agreement will either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

24. Nature of relationship

24.1. This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. For the avoidance of doubt, any reference to the word “Partner” throughout this Agreement is used as an alternative to “reseller” and the parties agree that the use of the word “Partner” does not affect the interpretation of the relationship between the parties nor the meaning of any clause in this Agreement.



25. Survival

- 25.1. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement including clauses 15 (confidentiality), clause 13 (duration and termination), clause 10 (indemnity), clause 17 (non-solicitation) clause 28 (governing law) shall remain in full force and effect.

26. Order of priority

- 26.1. In the event of any conflict between the main body of this Agreement, the schedules, the Annexes and any other document expressly referred to in the Standard Terms, the following order of precedence will apply:

- a) The relevant schedule;
- b) The relevant Annex;
- c) The main body of this Agreement;
- d) Any document expressly referred to in this Agreement (and, in the case of any conflict between an Order Form and a corresponding Order Confirmation, the Order Confirmation will take precedence),

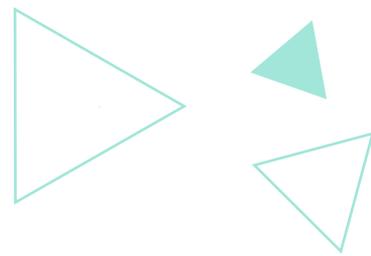
save that in the case of conflict as to the applicable Minimum Contract Period, the period specified on the relevant Order Form will prevail over the period specified in the relevant Annex.

27. Further assurances

- 27.1. Each party shall, as and when requested by the other party, do all acts and execute all documents as may be necessary to give effect to the provisions of this Agreement.

28. Governing law and jurisdiction

- 28.1. Where the Partner is based within the United Kingdom, the Agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of the country where the Partner is based, and will be subject to the exclusive jurisdiction of the courts of that country.
- 28.2. Where the Partner is based outside of the United Kingdom, the Agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales, and will be subject to the exclusive jurisdiction of the courts of England and Wales.
- 28.3. For the purposes of clause 28, the Partner is based in a country where it has its registered office, or, where it has no registered office, where it has its principal place of trading.



Schedule I - Compulsory Terms

- I. The Partner it must include in its contracts with Customers the following Compulsory Terms set out below.

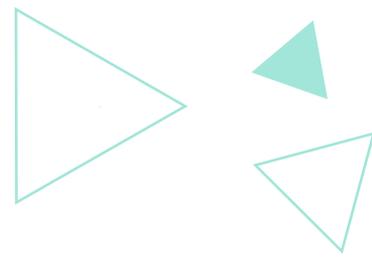
I.1. Services

- I.1.1. In providing the services, we shall use the reasonable skill and care that may be expected from a competent communications provider and shall take steps to ensure the services are fault free and uninterrupted so far as is reasonably practicable.
- I.1.2. However, it is not a condition of the contract, nor do we warrant or guarantee that the services will be uninterrupted, secure or error-free.
- I.1.3. You acknowledge and agree that:
- I.1.3.1. The services were not designed with your individual requirements in mind and it is your responsibility to determine whether the services will meet your needs; and
- I.1.3.2. We rely on third parties to deliver telephone calls and other communications associated with the services to and from our network. The performance of such third parties and their equipment is a matter beyond our reasonable control. We may have to suspend the services for emergency repairs, maintenance or improvement without prior notice. If we do so, we will restore them as quickly as reasonably practicable.

I.2. Your obligations

General obligations

- I.2.1. You must comply with our reasonable instructions and requests concerning the services.
- I.2.2. You must provide us with up to date contact details of at least one named representative (including email addresses) with whom we are authorised to deal and promptly notify us of any changes in these details. You must update us promptly if your address changes.
- I.2.3. You agree to comply with our fair use policy and bring it to the attention of those persons you permit to use the services.
- I.2.4. You are responsible for all activity and charges associated with your [Partner] account. This will include activity that is malicious or fraudulent (as well as associated charges from that activity) which we reasonably believe is attributable to your negligence, or



your failure to act in accordance with these terms or with any relevant security advice or instructions we have given or made available to you.

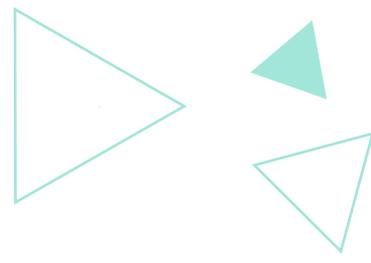
Security obligations

1.2.5. You must:

- 1.2.5.1. keep your username, password and other security information secure (and we may change these, or request that you change these, at any time when we consider it necessary for security purposes);
- 1.2.5.2. if requested use your username and password when giving instructions (and we are authorised to comply with instructions containing your username and password);
- 1.2.5.3. take reasonable steps in respect of matters in your control (in line with our instructions and advice) to minimise any risk of security breaches in connection with the Services;
- 1.2.5.4. notify us as soon as reasonably practicable, of any unauthorised access to your account or security details of which you become aware; and
- 1.2.5.5. comply with our security checks and authorise us to run automated scanning checks from time to time to help identify possible security vulnerabilities in the hardware and/or software configurations you use in connection with the services.

1.3. Restrictions

- 1.3.1. You must not use the services in a way which contravenes the provisions of terms of the contract.
- 1.3.2. You must not use the services (or permit them to be used) for any illegal or unlawful purpose under any relevant law. This may include, without limitation:
 - 1.3.2.1. sending menacing, offensive, defamatory, obscene, indecent or abusive communications using the Services; and
 - 1.3.2.2. using the services to create or send malware.
- 1.3.3. You are solely responsible for ensuring that your use of the services does not contravene any relevant law relating to the sending of unsolicited communications.
- 1.3.4. You warrant that your use of the services will not infringe any third party intellectual property or other rights.



I.3.5. If your use of the services contravenes the terms of the contract any, usage cap or is otherwise having what we consider (acting reasonably) a material adverse effect on the services, we may (in addition to any other rights we have under the contract) do any of the following:

I.3.5.1. suspend the relevant services immediately; and/or

I.3.5.2. arrange with you to change the services and/or the associated usage caps you receive which may result in you paying higher charges.

I.3.6. You agree to comply with the terms of any relevant software licence or similar agreement that we bring to your attention which relates to any software we provide to you as part of or in connection with the services.

I.4. Terms specific to voice services

Nature of voice services and access to the emergency services

I.4.1. You acknowledge and agree that the voice services:

I.4.1.1. do not offer all of the features of a conventional phone line or phone service; and

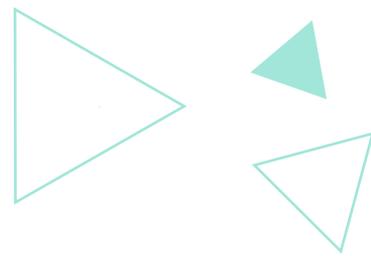
I.4.1.2. may sometimes be unavailable as a result of things over which we have no control, including (without limitation) the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection.

I.4.2. Our broadband services are designed to enhance the performance of our voice services. Where you use voice services in conjunction with Internet connectivity provided by a communications provider other than [Partner], there may be a greater likelihood of connectivity problems. These problems may affect the quality, reliability and robustness of the Voice Services and we will have no liability to you for such problems where they are attributable to third party connectivity and/or hardware.

I.4.3. Your ability to use the voice services to make emergency calls by dialling 999 or 112 may be affected by the issues listed under paragraph I.4.1.2. As a result, you should always ensure you have an alternative means of calling the emergency services (such as a mobile phone).

I.4.4. Because of technical constraints and the fact the voice services may be used from various locations, your location information may not always be available to the emergency operator and you may need to provide your location information and phone number verbally.

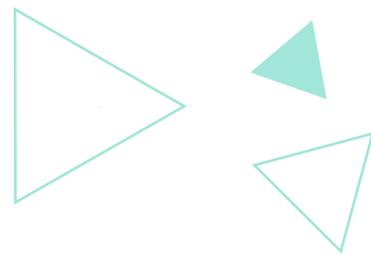
I.4.5. You can only use the voice services to call the UK-based emergency services and you cannot use the Voice Services from outside of the UK to make emergency calls.



- I.4.6. You must register with us the physical location where you will be using any voice service we provide to you. You must keep your location details up to date by updating it with us as necessary. Failure to keep your voice service location details up to date may result in emergency services being despatched to the incorrect address.
- I.4.7. Please note that if we suspend or terminate the voice service in accordance with the contract, you will not be able to use the voice service to call the emergency services. However, you can still make emergency calls using the Voice Services where you have run out of credit on your [Partner] account.
- I.4.8. We will have no liability whatsoever for any consequences of incomplete or inaccurate location data that you have registered with us being passed to the emergency services.
- I.4.9. You must inform all your users of the voice services of the information set out in this paragraph I.4

Your responsibility to use Voice Services securely

- I.4.10. You are responsible for using voice services in line with the information contained in the following two documents and in accordance with any other relevant security advice we may publish on our website or send to you from time to time:
- [Gradwell knowledge base article on protecting VoIP accounts from fraud](https://support.gradwell.com/entries/23142101-Protecting-your-VoIP-account-from-fraud) - <https://support.gradwell.com/entries/23142101-Protecting-your-VoIP-account-from-fraud>
 - [ITSPA - Recommendations for secure deployment of an IP-PBX](http://www.itspa.org.uk/wp-content/uploads/1311-Recommendations-for-secure-deployment-of-an-IP-PBXV2.pdf) - <http://www.itspa.org.uk/wp-content/uploads/1311-Recommendations-for-secure-deployment-of-an-IP-PBXV2.pdf>
- I.4.11. Without affecting your rights relating to number portability set out under law, you will not own any phone number we allocate to you or you port in, nor will you have any right to sell any such number.

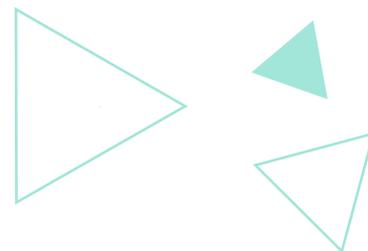


Schedule 2 – Partner information

1. A summary of the different responsibilities of Gradwell and the Partner is set out below. This information should be read alongside the provisions set out in clause 2 of the Agreement.

2. Summary of responsibilities of Gradwell and the Partner

- 2.1. The Partner gains access to an administration control panel via the Website where they can sign up and manage all Customer accounts.
- 2.2. All Customers contract directly with the Partner and do not need to be aware of Gradwell.
- 2.3. Gradwell bills the Partner at discounted, wholesale rates. Gradwell invoices the Partner on the 1st of each month, in advance for all service packages and bundles, and in arrears for all usage of Services.
- 2.4. The Partner is responsible for invoicing and collecting payments from Customers and assumes any potential credit risk.
- 2.5. The Partner sets Customer Credit Limits and adds/removes credit to manage Customer Credit Limit.
- 2.6. Partner provides First Line Support for Customers.
- 2.7. Gradwell assists the Partner with Second Line Support but does not have any direct contact with Customers.



3. Premier Partner category information

3.1. The table below (Table 2) provides a summary of the relevant benefits, discounts and obligations associated with the different premier partner categories which may vary from time to time in accordance with clause 11.

Table 2

Partner Level	Required Monthly Spend	VoIP Package Discount	UK Land Line Calls Discount	Other Calls Discount	Minute Bundles Discount	Connectivity Discount	Set-up fee
Business	£250	10%	10%	10%	10%	Up to 10%	£500
Advanced Business	£1000	20%	35%	20%	20%	Up to 10%	£500
Platinum	£5000	30%	40%	30%	20%	Up to 10%	£500

3.2. Each reference to ‘discount’ in Table 2 above means a discount on Gradwell’s advertised prices for the Service or item in question.

3.3. In relation to connectivity discounts specified in Table 2 above, Gradwell will specify the exact discount available to you as part of the quote we produce in relation to the Service in question.

3.4. You must pay the relevant set-up fee as set out in Table 2 above, which excludes VAT and is non-refundable.

3.5. You are only eligible to receive the benefits and discounts that are expressly set out in this Agreement. For the avoidance of doubt, you are not eligible to receive for your own use:

- (a) Free broadband connectivity; or
- (b) A discount on call bundle packages; or
- (c) A discount on telephone numbers.