

## NETWORK ACCESS SUPPLEMENTARY TERMS (END USER)

These Supplementary Terms shall govern the supply by TT Office Ltd (the "Company") of the Network Access and Radio Equipment (as defined below) and shall be incorporated into the General Terms and Conditions.

### 1. DEFINITIONS

1.1 The terms and expressions in these Supplementary Terms shall have the meaning given in the GTCs except as otherwise provided below:

"**Access Point**" means the base transceiver station Products which form the point at which the Mobile Devices access the Network;

"**Act**" means the Wireless Telegraphy Act 2006 (including subordinate legislation) or other legislation which has been amended, replaced, or re-enacted by the Wireless Telegraphy Act 2006;

"**Authorised Use**" means any use of the Network expressly authorised by this Agreement or agreed in writing with an authorised representative of the Company from time to time;

"**Designated Area**" means the area specified by the Company within the Premises at which the Access Points are installed;

"**Licence Holder**" means TeleWare plc, being the holder of the Spectrum Licence;

"**Mobile Devices**" means any items of mobile telecommunications equipment as agreed in writing by the Parties from time to time;

"**Network Access**" means access to the Network via Mobile Devices throughout the Designated Area;

"**Network**" means the mobile telecommunications micro network operated by the Company pursuant to the Spectrum Licence and utilising the Products (including Access Points) and /or Specific Services supplied by the Company;

"**Number**" means any telephone number allocated for the purpose of obtaining the Network Access and /or PSTN;

"**Radio Equipment**" means "wireless telegraphy apparatus" and "wireless telegraphy stations" as defined and regulated under the Act;

"**SIM**" means a Subscriber Identification Module provided to the Customer pursuant to this Agreement;

"**Premises**" means the premises specified by the Customer at which the Network Access are to be used as specified in any Order;

"**Spectrum Licence**" means the Concurrent Spectrum Access Licence For The Use Of Spectrum Bands 1781.7-1785.0 Paired With 1876.7- 1880.0 MHz granted by OFCOM;

"**UK**" means the United Kingdom which for the avoidance of doubt shall exclude the Isle of Man and Channel Islands.

### 2. NETWORK ACCESS

2.1 Subject to these Supplementary Terms and the other provisions of the Agreement, the Reseller shall be authorised to establish, install, use, and operate Radio Equipment supplied by the Company in conjunction with the Software or Specific Services in order to obtain the Network Access.

2.2 The Parties acknowledge that the availability of the Network Access may be adversely affected by the Mobile Devices supplied by the Customer and other factors outside of the Company's control. Accordingly, notwithstanding anything to the contrary in this Agreement, the Company does not warrant or guarantee that:-

- (a) the Network Access will be uninterrupted or error free;
- (b) the Network Access will be available continuously during the term of the Agreement; or
- (c) the calls made will be accepted by the Network.

2.3 Except as expressly set out in these Supplementary Terms Company provides no warranties, conditions, terms or undertakings as to the description or quality of the Network Access, including without limitation non-infringement of third party rights, satisfactory quality, or fitness for any particular purpose, and all warranties, conditions, terms or undertakings implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law.

2.4 The Customer acknowledges and agrees that the Company shall not be responsible for the supply of Mobile Devices, SIMs and Access Points or any other equipment unless otherwise expressly agreed by the Parties.

2.5 The Customer acknowledges and agrees that the Customer shall be responsible for obtaining all regulatory licences, permits, approvals, consents of whatever nature required in relation to the use and /or operation of the Products outside of the UK and shall comply at all times with the requirements of all such licences, permits, approvals and consents. As between the Company and the Customer, the Customer shall indemnify the Company against any loss, damages, costs and expenses of the Company arising from any breach of this clause.

2.6 The Company may change these Supplementary Terms or Network Access at any time provided that such changes shall not unreasonably affect the Network Access, and in the event that the Network Access is unreasonably affected the Customer shall have the right to terminate such Network Access on one month's written notice to the Company with no liability for either party.

### 3. CUSTOMERS OBLIGATIONS

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3.1 The Customer shall:-

- (a) not use the Network or Radio Equipment:
  - (i) in a manner that is contrary to any Laws;
  - (ii) for any fraudulent, improper, immoral or unlawful purpose (including, but not limited to, to transmit, knowingly receive, store, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing or which infringes any Intellectual Property Rights of any third party; or
  - (iii) in a manner which may damage the reputation of the Company, the Network offered by the Company or bring the Company, or the Network into disrepute;
- (b) comply with all codes of practice, procedures and directions as are established or adopted by the Company in relation to Numbers including, but not limited to, the allocation, re-allocation or transfer of Numbers;
- (c) not do anything which in the Company's opinion will or is likely to damage the Network or adversely affect the provision of the Network Access or the provision of services similar to the Network Access to any other customer of the Company;
- (d) not act or omit to act in any way which will place the Company in breach of any provisions of any licence (including but not limited to the Spectrum Licence), authorisations or Laws applicable to the Company (including, but not limited to, the Act and the Communications Act 2003) and co-operate fully with the Company to enable the Company to comply in full with all such licences (including but not limited to the Spectrum Licence), authorisations and Laws;
- (e) comply with the General Conditions of Entitlement as issued by the Office of Communications (or any replacement body) from time to time (as applicable);
- (f) only use the Network for the Authorised Use;
- (g) ensure that the Network is disconnected in the event that any rights to use the Network is suspended, terminated or otherwise withdrawn.

### 4. RADIO EQUIPMENT

4.1 The Customer acknowledges and agrees that;

- (a) the Products used in connection with Network Access include Radio Equipment;
- (b) the Customer is only authorised by the Licence Holder to establish, install, use, and operate any Radio Equipment in accordance with the Act, the Spectrum Licence and other provisions of these Supplementary Terms;
- (c) the Company shall be entitled to terminate the Customer's right to establish, install, use, and operate any Radio Equipment immediately in the event that the Customer fails to establish, install, use, and operate any Radio Equipment in accordance with the Act, the Spectrum Licence and other provisions of these Supplementary Terms.

4.2 The Customer shall :-

- (a) establish, install, use, and operate any Radio Equipment in accordance with the Act, the Spectrum Licence and other provisions of these Supplementary Terms, including but not limited to;
  - (i) ensuring the Mobile Devices transmit and receive on frequency bands 1781.7-1785.0 MHz only;
  - (ii) ensuring the Access Points transmit and receive on frequency bands 1876.7- 1880.0 MHz only;
  - (iii) ensuring any outdoor Access Points are not sited more than 10 metres above ground or radiate more than 17dBW ERP;
  - (iv) ensuring any indoor Access points are not sited more than 30 metres above ground or radiate more than 17dBW ERP;
- (b) not modify or alter the Radio Equipment in any way without the express written consent of the Company;
- (c) on request by the Company, provide to the Company such information in relation to the Radio Equipment as is reasonably required by the Company including but not limited to (1) the postal address and National Grid Reference (to 100 Metres resolution) (2) antenna height and (3) radio frequencies, of the Access Points;
- (d) promptly notify the Company if there is any change in the information provided to the Company by the Customer pursuant to Clause 4.1(c);
- (e) comply with any requests from any regulatory authority in respect of the Radio Equipment including providing access to the Premises in order to inspect or examine any Radio Equipment.

4.3 The Customer shall ensure that only Mobile Devices that:-

- (a) comply with the minimum specification in relation to Mobile Devices published by the Company from time to time; and
- (b) are approved and registered to the Network via the administrative package issued to the Customer by the Company from time to time ("Approved Mobile Devices"),

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are used in connection with or connected to the Network.

- 4.4 The Customer acknowledges and agrees that only Access Points supplied by the Company shall be used in connection with the Network Access. For the avoidance of doubt should Customer permit the connection to the Network Access of any Access Point not supplied by the Authorised Distributor, the Company shall be under no obligation to provide the Network Access, and Customer shall remove such a device from Network Access immediately on notification from the Company.

### **5. PRICE**

- 5.1 The charges for the Network Access shall be as specified in the Order.

### **6. SUSPENSION AND TERMINATION**

- 6.1 The Customer shall have no right to the Network Access or authority to establish, install, use, or operate any Radio Equipment on termination of the Agreement or right use the Software or Specific Services utilised in connection with said Network Access or Radio Equipment.
- 6.2 Without prejudice to the Company's other remedies and accrued rights, including any right to terminate contained elsewhere in the Agreement, the Company shall be entitled to terminate the provision of Network Access pursuant to this Agreement with immediate effect by giving notice in writing to the Customer if:-
- (a) in the Company's reasonable opinion, the Radio Equipment, Network or the Network Access are being used in a manner which is not authorised pursuant to this Agreement or the Customer breaches any of its obligations under these Supplementary Terms; or
  - (b) the Company ceases to have (for any reason whatsoever) any permission, licence or authorisation necessary for the operation of the Network, provision of the Network Access, or Radio Equipment.
- 6.3 In addition to the Company's rights and without prejudice to any other rights available to the Company whether under this Agreement or otherwise, the Company may at any time immediately suspend the Network Access and/or or disconnect any Mobile Devices from the Network:-
- (a) if the Customer fails to comply with any of its obligations under these Supplementary Terms; or
  - (b) if the Company would have the right to terminate the Network Access; or
  - (c) if such suspension is reasonably required by the Company in order to comply with any Laws; or
  - (d) if there is any technical failure, modification to or maintenance of the Network provided that in these circumstances, the Company shall only exercise its rights under this Clause for the duration of such failure, modification or maintenance;
- 6.4 Notwithstanding Clause 6.2(b), Company shall be entitled to interrupt the Services at any time without notice in cases of emergency.

### **7. RELEVANT SUPPLEMENTARY TERMS**

- 7.1 Save as supplemented by these Network Access Supplementary Terms, the Products (including but not limited to SIMs, Access Points, and Mobile Devices) and Specific Services utilised in connection with the Network Access shall be supplied subject to the Supplementary Terms relevant to such Products and Specific Services and the other provisions of the Agreement.