



EPX TERMS AND CONDITIONS

Terms & Conditions applying to all services

THIS AGREEMENT is dated on the date set out on the Order Form

BETWEEN **EPX LIMITED** (“EPX”)

AND The person, firm or company specified on the Order Form (“Customer”)

1.1 In these terms and conditions:

“**Abnormal hours**” means for Support Services carried out outside normal Service Hours.

“**AI Tools**” means artificial intelligence, machine learning, or generative AI software used by EPX in the delivery of Services, including but not limited to Microsoft 365 Copilot, and such other tools as EPX may adopt from time to time in accordance with its AI Responsible Use Policy.

“**Authorised Person**” means any representative from EPX referred to on the Order Form with authority to enter into and to bind EPX to any agreement on Our behalf.

“**Cancellation Fee**” means the amount, if any, set out on the Order Form herein and in accordance with Clause 3.

“**Charges**” means any charges due under this Agreement.

“**Commencement Date**” means the date the Customer accepts these terms or otherwise in accordance with this Agreement.

“**Confidential Information**” means data and any information relating to a party’s proprietary, legal, business or technical matters, including Intellectual Property Rights, financial information, operational data, business plans, employee and asset details, lists of customers, marketing and product plans, software or information ascertainable by the inspection or analysis of samples disclosed before or after the Commencement Date.

“**Contract**” means this Agreement and any Schedule attached or referred to in it.

“**Customer**” means the person, firm or company specified on the Order Form.

“**Data Protection Legislation**” means all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued from time to time including the Data Protection Act 2018 which incorporates the GDPR.

“**Delivery**” means the date when the Goods or Services are delivered to the customer or if the customer refuses to take delivery of the Goods or Services then the date that EPX informs the customer that the Goods or Services are ready for delivery.

“**Equipment**” means the Goods specified in Schedule 1 and/or the Order Form to this Agreement.

“**Excluded Goods and Support Services**” means those Goods and Support Services on the Order Form, if any, shown as excluded from this Agreement, or any other Goods or Support Services that We have not agreed to supply.

“**Force Majeure**” means any circumstances beyond Our reasonable control including but not limited to those matters referred to at clause 14.

“**Goods**” means any hardware, third party software or other Equipment specified in Schedule 1 and/or the Order Form

“**Including**” and “**includes**” means includes without limitation

“**Initial Term**” means the agreed period of the supply of Goods and/or Support Services from the Commencement Date unless specified otherwise on the Order Form.

“**Intellectual Property Rights**” means all rights, title and interest in all copyright, patents, design rights, data base rights (including rights in the design or structure of any data base) trademarks, confidential know how, and all other similar rights (whether registered or unregistered) and all applications for the same anywhere in the World and all documents, data, drawings,

specifications, computer programs, object code, source code, network designs, notes, sketches, drawings, reports, improvements, modifications, scripts or other items relating thereto.

“**Maintenance Services**” means preventative maintenance and remedial maintenance required to keep the equipment in good working condition.

“**Order Form**” means a separate document entitled Your Quotation

“**Renewal Term**” means the period defined in clause 12.1.

“**Schedules**” means the Schedules to this Agreement.

“**Service Hours**” means the standard hours during which the Support Services will be provided, being a standard working day between Monday to Friday (excluding any UK Bank Holidays) and between the hours of 0900 to 1700 allowing one hour for a lunch break unless varied by agreement as set out on the Order Form or by subsequent variation.

“**Site**” means any premises of the customer set out on the Order Form.

“**Support Services**” means advice by telephone, facsimile, post, email or other means available to EPX and on-site visits as may be appropriate and as agreed in this Agreement.

“**Term**” means the Initial Term and any Renewal Term.

1.2 Clause headings are for reference only. Words importing one gender include the other gender and words importing the singular include the plural and vice versa.

1.3 These conditions shall apply to and be incorporated into the contract and shall prevail over any inconsistent terms and conditions including those contained in or referred to in any of the Customer’s documentation, order, confirmation, specification or otherwise or implied by law, trade, custom, practice or course of dealing.

1.4 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of EPX which is not set out in this Agreement.

2. Delivery and Acceptance

2.1 Quotations are only valid for the period specified or if not specified, for 10 working days after the date on which they are given.

2.2 Orders constitute an offer by the Customer to EPX to purchase the Goods and/or services subject to these terms and conditions. The Customer must ensure that the order is complete and accurate. The order only becomes binding when EPX provides the Customer with confirmation in writing that EPX accept the order.

2.3 EPX reserves the right to change Goods or services to an alternative of equivalent functionality and performance, including hardware provided at EPX’s discretion according to the standard specification and including EPX’s choice of manufacturer of goods supplied.

2.4 All delivery dates are approximate only. EPX accepts no liability for any loss or damage due to any failure to deliver by such date.

2.5 If the Customer refuses delivery without EPX’s agreement (such agreement must be in writing by an Authorised Person) it must reimburse EPX for any consequential loss or damage and without prejudice to any other rights or remedies, EPX reserves the right to store the Goods at the Customer’s expense and to charge for that purpose including any insurance costs and/or to terminate the Contract forthwith and to sell the Goods and retain the proceeds of sale.

3. Goods and Services

3.1 All services provided by EPX to the Customer will be agreed in writing and set out at Schedule 1 and/or the Order Form to this Agreement. No variation shall be binding upon EPX unless in writing and signed by the Authorised Person.

3.2 A Cancellation Fee shall become payable if the Customer decides not to proceed with the contract once EPX accepts the order in accordance with Clause 2.2, calculated as set out on the Order Form.

3.3 Title to any Goods will not pass to the Customer until all payments have been received in cleared funds by us. Risk in any Goods will pass to the Customer upon Delivery and the Customer must insure against

all risks for the full reinstatement value of the Goods and must not modify or sell them.

3.4 If any installation of Goods is provided by EPX to the Customer, the Customer will in accordance with EPX's instructions prepare the Site including existing equipment and networks, power and communications lines prior to delivery and provide EPX with reasonable access for those purposes.

3.5 Any agreed Maintenance Services shall be provided in accordance with this Agreement and as set out at Schedule 1.

3.6 If an engineer attempts to carry out an on-site visit and is turned away, EPX reserve the right to charge for the aborted visit.

3.7 EPX may use AI Tools to assist in the delivery of Services, including but not limited to drafting communications, summarising information, analysing data, and automating workflows. Where AI Tools are used, EPX retains full responsibility for the quality and accuracy of outputs. AI Tools are used to augment, not replace, human oversight and professional judgement. No automated decision making with legal or similarly significant effect on the Customer will be carried out without the Customer's prior written consent.

4. Additional fees and price increases

4.1 On-site visits in relation to Goods and Services supplied, mileage will be charged as a rate of £0.45+VAT per mile.

4.2 EPX reserves the right to amend Services and Agreements provided by EPX offer additional or alternative solutions for the benefit of the Customer. EPX may increase Charges relating to these Services and Agreements provided the Charges may not be increased more than once in any 12-month period. EPX will give the Customer written notice of any such increase 30 days before the proposed date of increase. If such increase is not acceptable to the Customer, it shall notify EPX in writing within 2 weeks of the date of the notice and EPX shall have the right without limiting its other rights and remedies to terminate the Service and/or Agreement on 2 weeks' notice.

4.3 EPX reserves the right, by giving notice to the Customer to increase the Service and/or Agreement Charges by the Consumer Price Index (CPI) plus up to 5% per annum. This increase will apply from the 1st January each year and notice given will be no later than 30 days prior to this date. If increases to Charges are above CPI + 5% and if such increase is not acceptable to the Customer, it shall notify EPX in writing within 2 weeks of the date of Our notice and EPX shall have the right without limiting its other rights and remedies to terminate the Service and/or Agreement on 2 weeks' notice.

4.4 EPX reserve the right, by giving notice to the Customer, from time to time during the performance of the Services to increase the Charges to reflect any reasonable increase in cost to EPX actually and reasonably incurred which is due to the Customer's act or omission including but not limited to any delay caused by any of the Customer's instructions or failure by it to give EPX adequate, accurate and complete information or instructions.

4.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the EPX shall be subject to correction without any liability on the part of the EPX.

5. Equipment

5.1 If EPX are to dispose of the Equipment, EPX will handle recycling/WEEE charges.

5.2 Any Equipment disposed will be securely erased with no backups kept.

5.3 EPX will not charge the Customer for those services, but in return the ownership of the Equipment will be transferred to EPX.

5.4 Any Hardware (computers/servers/laptops/network devices) provided by EPX for the purposes of a loan or rental Agreement will remain the property of EPX.

5.5 Any EPX owed equipment that has been supplied in relation to Clause 5.4 that has been physically damaged/stolen/vandalised/etc. will be replaced by EPX and the Customer will be charged for the full replacement cost.

5.6 Equipment loaned to the Customer must be returned to the EPX office within 15 working days of the contract termination date at the Customer's expense.

5.7 EPX may charge for damaged equipment, or delays in returning equipment.

5.8 Where equipment provided by EPX for the purposes of a loan or rental Agreement, the Customer must insure against all risks for the full reinstatement value of the equipment.

6. Customer Obligations

6.1 The Customer will co-operate with EPX in all matters relating to the provision of Support Services and where EPX request it, the Customer will appoint a project manager who shall have the authority to contractually bind the Customer on matters relating to Support Services.

6.2 The Customer will provide such access to the Site, equipment and data and other facilities as is requested by EPX.

6.3 The Customer will provide such information as EPX may request and ensure that such information is accurate in all material respects.

6.4 The Customer will comply with any requirements specified by EPX prior to the provision of Support Services.

6.5 If the Customer wishes EPX to change the scope or performance of Support Services, EPX has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to charges, the scope of the works and any other relevant terms which require change. If EPX request a change the Customer shall not unreasonably withhold or delay permission.

6.6 EPX cannot be held responsible for any matter arising where the Customer did not accept recommendations put forward by EPX.

6.7 The Customer is required to ensure:

6.7.1 the use and maintenance of Equipment in a proper and prudent manner in accordance with its operating instructions

6.7.2 the use of only those materials and supplies approved by EPX for the operation and servicing of the Equipment

6.7.3 that only EPX or its approved agents to adjust, repair or maintain the Equipment

6.7.4 that the Customer notifies EPX promptly of any material faults or defects in the operation of the Equipment when the Customer becomes aware of them

6.7.5 the maintenance of the Equipment's environment as recommended by the original manufacturer.

6.7.6 that the Equipment not be operated by other than properly qualified operators in the employment of or under the control of the Customer.

6.8 If the Customer requires Services from EPX because the Customer has failed to take the measures described above, such Services will be charged at standard rates with the actual costs of any parts that are reasonably necessary to carry out such services.

7. Warranties

7.1 EPX warrant that the Support Services will be provided with reasonable skill and care. Unless otherwise agreed in writing the Goods are sold with the benefit of the manufacturer's warranty only (where available) and the Customer's only remedy for breach of that warranty is as stipulated in the relevant manufacturer's terms and conditions.

7.2 The warranties set out in this clause 7 replace all other express or implied warranties and no warranties are given by EPX that the Customer's requirements or that the operation of the Goods and/or Support Services will be uninterrupted or error free. No oral or written communications by EPX or on EPX's behalf shall create a warranty or in any way increase the scope of the warranties given.

7.3 No warranty shall apply to Goods which have been modified, altered, tampered with or not repaired in accordance with manufacturer's guidelines while in the Customer's possession, custody or control.

7.4 At EPX's option EPX will either repair or replace in whole or in part Goods within a reasonable period of time.

7.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated in this Contract whether by statute, common law or otherwise, are hereby excluded including the implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose.

7.6 Where Services are delivered with the assistance of AI Tools, EPX warrants that all AI generated outputs are reviewed by qualified personnel before delivery to the Customer and that EPX retains full responsibility for the accuracy and suitability of such outputs.

8. Payment Terms

8.1 The Customer agrees to pay to EPX the Charges within 30 days of the date of any invoice or if agreed otherwise in accordance with the terms for payment set out on the Order Form.

8.2 The Customer shall pay all amounts due under the Contract in full without deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against EPX in order to justify withholding payment of any such amount in whole or in part.

8.3 EPX may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by EPX to the Customer.

8.4 Where the Term is for periods of 3 months or less the Customer will pay to EPX the Charges monthly in advance in 3 equal instalments, the first such payment being due on or prior to the Commencement Date and subsequent payments being due monthly thereafter on the same day each month until expiry of the Term.

8.5 All Charges are due in full in accordance with the terms stated on EPX's invoice.

8.6 If any payment due under this Contract or any other Contract with EPX is or are in arrears, EPX reserve the right without prejudice to any other right or remedy to:

8.6.1 Charge interest on such overdue sum in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or

8.6.2 Suspend the provision of the supply of any Goods and/or Support Services; and/or

8.6.3 Terminate this Agreement pursuant to clause 12; and/or

8.6.4 Charge a late payment fee of up to £50+VAT per occasion.

8.7 All Charges are to be paid by direct debit.

8.8 A fee equivalent to 5% of the total invoice value may be applied to cover administrative costs for any invoice in cases where direct debit mandates are not established or are cancelled during the contract term without prior approval from EPX

8.9 Unless otherwise stated any single instance of Goods purchased with EPX which exceeded £300+VAT will require full payment in advance prior to ordering.

8.10 With reference to multiple orders unless otherwise stated a credit limit of £1000+VAT is applied for Goods purchased with EPX.

8.11 The Customer is responsible for ensuring the accuracy of user and license quantities. The Customer must notify EPX in writing of any changes or discrepancies in quantity within **90 days** of the applicable charge. After this period, the quantities and related charges will be deemed correct and payable in full.

9. Liability

9.1 Nothing in this Agreement shall in any way exclude or limit EPX's liability for death or personal injury caused by negligence, fraudulent misrepresentation, EPX's obligations as to title under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or for any other liability which by law it is not possible to exclude or limit.

9.2 EPX's total liability for any direct losses in contract, tort, misrepresentation or otherwise in connection with this Contract for any one event or a series of related events shall not exceed the total Charges and resulting sums paid (excluding VAT and expenses) by the Customer to EPX in the 12 months before the event(s) complained of.

9.3 In any event EPX shall have no liability to the Customer in respect of defaults under clause 9.2 unless it notifies EPX in writing at the address set out in this agreement or as subsequently notified to the Customer from time to time within 28 days of the date it became aware of the circumstances giving rise to the event(s) complained of. EPX shall have not less than 90 days following written notice by the Customer in which to remedy any default.

9.4 Save as set out, EPX shall not be liable to the Customer in contract, tort, misrepresentation or otherwise, for any special, indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue, loss of anticipated revenue, third party claims, loss of savings or anticipated savings, loss of business or business opportunity, increases in cost of working whether anticipated or not, loss or corruption of data, loss of use or loss of operating or management time and any costs and expenses associated therewith, loss or damage to software or data which it contains during repair or upgrade whether or not the same are under warranty, the cost of purchasing elsewhere, depletion of goodwill or reputation or otherwise which arise out of or in connection with this Contract and whether or not foreseeable or made known to EPX.

9.5 The Customer will indemnify and keep EPX indemnified against any loss, damage, claim or expense arising out of:

9.5.1 The physical injury of or death of any of EPX's consultants, employees, agents or authorised representatives arising by reason of defective equipment supplied by the Customer, failure to provide a safe place of work or otherwise by reason of any negligent act or default on the Customer's part or the Customer's employees, agents, or authorised representatives; and/or;

9.5.2 The Customer's failure to comply with the terms and conditions governing the use of any third party software or any infringement by the Customer of the Intellectual Property Rights of any third party.

9.6 In no event shall EPX be liable to the Customer for any destruction or damage to the Customer's data. The Customer is solely responsible

for keeping a copy of all data at all times and EPX accepts no responsibility for the provision of data backups unless otherwise stated in writing.

9.7 EPX accept no liability or responsibility for fraudulent or malicious email purportedly coming from EPX. It is the Customer's responsibility to ensure that any emails purportedly coming from EPX are genuine before relying on anything contained in them.

10. Data Protection and Data Processing

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller of the Personal Data in respect of which the Company is providing the services under the Main agreement as the data processor. For the avoidance of doubt, references to Personal Data below are in respect of that for which the Customer is the data controller.

10.3 Where EPX uses AI Tools in the processing of Customer Data, EPX shall ensure that: (a) only data classified as appropriate for the relevant AI Tool under EPX's data classification framework is processed; (b) Customer Data is not used to train third party AI models; (c) appropriate Data Processing Agreements are in place with all AI Tool providers; and (d) AI Tool providers are included in the sub-processor list maintained under clause 10.8.

10.4 Without prejudice to the generality of the clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (including any Special Categories of Personal Data) to and processing by EPX for the duration and purposes of this agreement.

10.5 Without prejudice to the generality of clause 10.1, EPX shall, in relation to any Personal Data processed in connection with the performance by EPX of its obligations under this agreement:

10.5.1 process that Personal Data only on the written instructions of the Customer unless EPX is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (Applicable Laws). Where EPX is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, EPX shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit EPX from so notifying the Customer;

10.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

10.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

10.5.4 transfer any Personal Data outside of the European Economic Area only as required in connection with the Services under the Main Agreement, to which the Customer hereby gives its written consent and subject to the fulfilment of the following conditions:

10.5.4.1 the Customer or EPX has provided appropriate safeguards in relation to the transfer;

10.5.4.2 the data subject has enforceable rights and effective legal remedies;

10.5.4.3 EPX complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

10.5.4.4 EPX complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

10.5.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

10.5.6 notify the Customer without undue delay on receiving a subject access request in relation to the Personal Data or on becoming aware of a Personal Data breach;

10.5.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

10.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 10.

10.5.9 Where AI Tools process Customer Data outside the United Kingdom, EPX shall ensure that appropriate transfer safeguards are in place in accordance with UK GDPR Chapter 5, including Standard Contractual Clauses or reliance on an adequacy decision, and shall make details of such safeguards available to the Customer upon request.

10.6 The Customer consents to EPX appointing those parties listed in 10.8 or as otherwise notified to the Customer in writing from time-to-time as third party processors of Personal Data under this agreement. EPX confirms that it has entered or (as the case maybe) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business but which incorporate terms which are substantially similar to those set out in this clause 10. As between the Customer and EPX, EPX shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.

10.7 Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

10.8 Third Party Processors include: ConnectWise, Kaseya, Datto, Enforcer, , Xero, Wyse-Sync, Hubspot, Appollo,Cognism, Microsoft Corporation (Microsoft 365 Copilot), Anthropic PBC (Claude).

11. Restrictions

11.1 The Customer covenants with EPX that it will not, during the period of the Agreement, nor for 12 months following the termination date:

11.1.1 directly or indirectly approach, canvass, solicit, engage, employ or otherwise endeavour to entice away any person who during the period of the Agreement was an employee, officer or manager of EPX; or

11.1.2 procure or facilitate the making of any such offer, contract or attempt by any other person.

11.2 If the Customer breaches the term of clause 11.1, the Customer will, in relation to each breach, pay to EPX on demand a sum equal to 50% of the base annual salary or annual fee of each such employee or individual (as the case may be) to which the breach relates. The parties agree that such sum is a genuine pre-estimate of the loss likely to be suffered by EPX. The payment of any such sum shall not prejudice EPX's rights to seek other legal remedies such as injunctive relief. This clause shall survive the termination of the Contract.

12. Termination

12.1 This Agreement will commence on the Commencement Date and will continue for the Initial Term and unless terminated earlier in accordance with these terms, shall automatically renew on expiry of the Initial Term or subsequent period equal to Initial Term or as otherwise specified on the Order Form ("Renewal Term") provided that the Customer has not breached this Agreement.

12.2 EPX may terminate this Agreement immediately if the Customer fails to pay any sum due to EPX under this agreement and such sum remains unpaid for 14 days after payment became due and provided that EPX has given the Customer written notice of EPX's intention to terminate this Agreement.

12.3 The Customer may only terminate this Agreement by giving not less than 90 days prior written notice to take affect at the expiry of the Initial Term or any Renewal Term for contracts of at least 6 months, contracts less than 6 months the Customer must give not less than 30 days' notice of termination, but will not be entitled to any refund of any Charges paid under this Agreement. In the absence of such notice this Agreement will automatically renew on expiry of the Initial Term or Renewal Term as described in clause 12.1.

12.4 Either party shall be entitled to terminate this Agreement:

12.4.1 Forthwith by notice in writing to the other if the other is in material breach of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy the breach within 30 days of receipt of written notice setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.

12.4.2 If the other becomes the subject of a voluntary arrangement or is unable to pay its debts or notice has been received of a pending appointment of, or the appointment of a receiver, manager, administrator or administrative receiver or trustee in bankruptcy, intends to pass or has passed a resolution for its winding up or has a petition presented to any Court for its winding up, or for an administration order, or bankruptcy, or has ceased or threatened to cease to trade.

12.5 Termination of this Agreement howsoever caused shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination.

12.6 In the result of contract termination, backups of user data held by EPX will be made available to the Customer provided always that all fees and charges have been paid

12.7 EPX reserves the right to cancel the provision of services in respect of any of the equipment detailed in the attached schedules, which has become obsolete or EPX is no longer able to provide suitable support for. In such an event a pro-rata refund for any prepaid Services will be made.

12.8 On termination of the Contract for any reason the Customer shall immediately pay to EPX all of its outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, EPX shall submit an invoice.

13. Intellectual Property Rights

13.1 The Customer agrees with EPX that all existing intellectual property rights will vest in and remain absolutely the property of EPX and nothing in these conditions shall confer any rights on the Customer in respect of such existing intellectual property rights.

13.2 The Customer acknowledges and agrees that all services documentation or otherwise arising from or created, produced or developed by EPX (whether alone or jointly with others) under or in the course of the Contract wherever in the world enforceable, including without limitation all rights, title and interest in and to the services and documentations shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property EPX. The Customer hereby irrevocably and unconditionally assign to EPX all such rights and shall ensure that the Customer and its staff, employees servants or agents and contractors assign where necessary all rights title and interest in such services or documentation to EPX.

13.3 For the avoidance of doubt, any content, documentation, or deliverables produced with the assistance of AI Tools in the course of providing the Services shall be treated in the same manner as content produced without such assistance, and the intellectual property provisions of this clause shall apply equally.

14. Force Majeure

No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control, including without limitation strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage (including virus/hacking attacks or other intentional malicious acts of third parties), compliance with a law or government order, rule, regulation or direction, accident, third party interference, actions or omissions of telecommunication providers, delay or failure of any supplier, sub-contractor or carrier, fire, flood and storm. For the avoidance of doubt, nothing in this clause 10 shall excuse the Customer from any payment obligations under this Agreement. If any such event continues for more than ninety (90) days and provided substantial performance is still impeded either party may terminate this Agreement forthwith by prior written notice without prejudice to the accrued rights of either party.

15. Assignment

EPX may assign, sub-contract or otherwise transfer any of its rights or obligations under this Agreement without the Customer's consent. The Customer may only assign, sub-contract or otherwise transfer any of its rights or obligations with EPX's prior written consent.

16. Notices

16.1 Any notice required to be given pursuant to this Agreement shall unless otherwise stated in it, be in writing and sent to the other party marked for the attention of the Authorised Person.

16.2 For the purpose of notices to be given by EPX in writing, the expression "writing" or "written" shall be deemed to include email communications or facsimile transmissions. At EPX's option, it may send the Customer written notice addressed to the facsimile number or by email at the email address it supplies specified on the Order Form.

16.3 A correctly addressed notice sent by first-class post shall be deemed to have been delivered 72 hours after posting, correctly

directed faxes shall be deemed to have been received instantaneously on transmission, and correctly addressed emails shall be deemed to have been delivered 24 hours after sending.

Section:11. Restrictions
Section 13. Intellectual Property Rights
Section: 21. Confidentiality
24.2 Any clauses which should, by its nature survive termination.

17. Severability

If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

18. Waiver

No forbearance or delay by EPX in enforcing its rights shall prejudice or restrict EPX's rights and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

19. Entire Agreement

This Agreement and any document, Schedules, Order Form and Service Agreements expressly incorporated in it contains the entire and only agreement between the parties and supersedes all previous agreements between the parties with respect to the subject matter hereof. Each party acknowledges that in entering into this Agreement, it has not relied on any representation, undertaking, promise or statement whether oral or in writing which is not expressly set out in this Agreement. Except as expressly provided in this Agreement all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, or otherwise howsoever are excluded to the fullest extent permitted by law. Nothing in the foregoing shall however affect any liability for fraudulent misrepresentation.

20. Third Party Rights

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21. Confidentiality

21.1 Both parties agree not to use or disclose confidential information relating to or owned by the other, received or disclosed to it by the other party during the term of this Agreement, save for use or disclosure required in order to perform their respective obligations under this Agreement. Disclosure shall be limited to such of the receiving party's employees, officers, agents or contractors directly involved in performing the receiving party's obligations.

21.2 The parties agree that information is not to be regarded as confidential and that the receiving party will have no obligation regarding confidentiality where that information is already in the public domain or enters the public domain through no fault of the receiving party, or is received from a third party without any obligations of confidentiality, or is used or disclosed with the prior written consent of the owner of that information, or is disclosed in compliance with a legal requirement, or is independently developed by the receiving party.

21.3 Any confidential information will be returned or destroyed by the receiving party forthwith at the prior written request of the owner.

21.4 In the event that the parties execute a separate confidentiality agreement, the terms of that agreement shall prevail.

22. No Partnership

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

23. Governing law

This Agreement shall be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.

24. Survival

24.1 The following sections of the Agreement shall survive termination for any reason:

Section 9. Liability

Section 10: Data Protection and Data Processing



SCHEDULE 1

Terms & conditions applying to specific products/services

1. SERVICE CATALOGUE

1.1. This Service Catalogue sets out the services that are available as part of the Agreement. The Service Catalogue contains a number of services each with a service description. Services included as part of the Agreement will be referenced on the Order Form of this document.

2. SERVICE DESK AGREEMENT (SDA)

2.1 Definitions:

“**Authorised Partner**” means an organisation which is approved by EPX to carry out work/tasks on our behalf.

“**Business-Critical**” means an incident where 50% or more Endpoints are unusable and significantly impacting business.

“**Endpoint**” means computer, laptop, server or mobile device.

“**Line of Business Applications**” – means applications of software specific to your business and/or industry.

“**Maintenance**” means work carried out to keep equipment in a functional state, not including modifications.

“**Professional Services**” means work carried out that is not part of Service Desk Support. All Professional Services work is chargeable either on a hourly basis or a fixed fee arrangement.

“**Service Desk Support**” means the service provided by EPX in Clause 2.2

2.2 SERVICE DESK SUPPORT:

2.2.1 Service Desk Support is only provided for Goods detailed on the Order Form.

2.2.2 Service Desk Support provides Maintenance Services to Endpoints. All changes up to 8 hours are included.

2.2.3 Service Desk Support exclusions:

2.2.3.1 Training

2.2.3.2 Parts/Hardware

2.2.3.3 Virus/Cyber Attacks

2.2.3.4 Goods using unlicensed software

2.2.3.5 Goods which have been modified to undermine or circumvent the procedures set out by EPX and/or our customers

2.2.3.6 Any Goods that has been modified by the end-user

2.2.3.7 Any work resulting in 3rd party companies making changes to the setup which resulted in EPX needing to provide support.

2.2.3.8 Any equipment not specified in Goods

2.2.3.9 Any network where illegal activity takes place

2.2.3.10 Work that could have been mitigated by following reasonable EPX advice but was not taken.

2.2.4 EPX may still provide support for the above but we reserve the right to retrospectively charge for any remedial work after any breach of these conditions has been discovered.

2.3 Best Endeavours

2.3.1 We offer support for all mainstream software applications produced by Microsoft including Windows, Office Suite, Windows Server, Exchange Server.

2.3.2 We offer support for other mainstream software deemed standard e.g. Adobe Acrobat,

2.3.3 EPX only offers best endeavour support on Line of Business Applications.

2.3.4 3rd Party support agreements are required between the Customer and the vendor of the Line of Business Application in order for EPX to provide best endeavour support Service for these systems.

2.4 SERVICE DESK AGREEMENT SERVICES:

2.4.1 Remote EPX Service Desk Support

2.4.1.1 EPX provides remote Service Desk Support via email, telephone or using remote control support software only.

2.4.1.2 Support is only offered during Service Hours

2.4.1.3 Goods brought/sent to EPX's office will be classed as “In-house” work and is not classed as “remote” work.

2.4.1.4 Call-backs

2.4.1.4.1. If a user raises a support ticket with EPX, we will attempt to contact the user three times. If the user does not reply or is unavailable

then we will close the ticket and consider the issue to have been resolved.

2.4.1.4.2. In cases where the user is consistently unavailable, we reserve the right to levy reasonable administrative charges to cover costs.

2.4.2 EPX Portal

2.4.2.1 Portal access is only available for equipment listed under Goods,

2.4.2.2 Custom requests for changes to the EPX Portal are subject to approval by EPX and will be chargeable.

2.4.2.3 EPX Portal is offered for the purpose of raising & viewing tickets only. Other features may be added/removed by EPX at Our discretion.

2.4.2.4 There are no uptime guarantees for the EPX Portal.

2.4.3 Technology Business Reviews (TBR)

2.4.3.1 Frequency of TBRs can be amended if deemed appropriate by both the Customer and EPX,

2.4.3.2 TBRs are a requirement and need to be attended by an EPX account manager and the Customer designated IT contact,

2.4.3.3 EPX will make reasonable efforts to contact and organise TBRs (normally 3 attempts). If EPX is unable to make contact or is having to spend an unreasonable amount of time to reschedule meetings, an administrative charge maybe levied to cover the cost of the time taken to organise.

2.4.3.4 EPX will make reasonable efforts to contact and organise TBRs (normally 3 attempts). If EPX is unable to make contact or is having to spend an unreasonable amount of time to reschedule meetings, an administrative charge maybe levied to cover the cost of the time taken to organise.

2.4.4 Service Level Agreement (SLA)

2.4.4.1 A 4-hour response time is offered for Service Desk Support requests only.

2.4.4.2 Service Level Agreement applies only within Service Hours

2.4.4.3 EPX will endeavour to meet the SLA 90% of the time

2.4.4.4 For the avoidance of doubt the following works do not comply with Service Level Agreement:

2.4.4.4.1 Professional Services work

2.4.4.4.2 Abnormal Hours work

2.4.4.4.3 Project Work

2.4.4.4.4 Consultancy/Training work

2.4.5 Automated Maintenance Scripts

2.4.5.1 Automated scripts provide a best endeavours effort only.

Service Desk Support may be offered if further maintenance work is required.

2.4.5.2 Automated scripts require Endpoint Monitoring & Alerting to function

2.4.5.3 the use of Automated scripts for maintenance will be determined solely at the discretion of EPX

2.4.6 BCDR Service

This policy applies exclusively to clients who have purchased our Business Continuity and Disaster Recovery (BCDR) service. Backup checks are not included in any other service unless explicitly agreed.

2.4.6.1 Scope of Backup Checks

Daily backup checks are performed **only on servers** that are listed as part of the agreed Goods under the BCDR service.

2.4.6.2 Backup Validity

Backup checks **confirm the validity and viability of backups only** for clients who have purchased our **Business Continuity Support** service. Without this service, checks are limited to presence and status only.

2.4.6.3 Inclusion Criteria

Only the **folders, files, and servers** that have been explicitly agreed upon in writing will be included in the daily backup checks.

2.4.6.4 Exclusions

For clarity, **desktop PCs, laptops, mobile devices**, and any other **non-server equipment** are **excluded** from backup checks.

2.4.6.5 MSP Responsibility

2.4.6.6 Data Loss & Downtime

We shall not be held liable for any **data loss or downtime** resulting from failed backups **outside the agreed scope** or where Business Continuity Support has not been purchased.

2.4.6.7 Cybersecurity Risks

We are not responsible for backups that are damaged due to **viruses, malware, or cyber attacks**, unless covered under a separate cybersecurity protection agreement.

2.4.7 After Hours Server Maintenance and Fixes

- 2.4.7.1 This service is for routine Maintenance Service only.
- 2.4.7.2 After hours Maintenance Services are best endeavours. Maintenance Services may need to be carried out during Service Hours.
- 2.4.7.3 If work carried out is not routine Maintenance Services, and there is a requirement to complete the work outside Service Hours, this will be classed as Abnormal Hours and chargeable.
- 2.4.7.4 Maintenance Service maybe carried out by EPX partners.

2.4.8 Onsite EPX Service Desk Support

- 2.4.8.1 Service Desk Support will include onsite visits under our Fully Managed/Enhanced Agreements only. Legacy Agreements that do not include onsites will be chargeable
- 2.4.8.2 Only the Site(s) specified on the Order Form will be covered by Service Desk Support.
- 2.4.8.3 Travel expenses are still chargeable.
- 2.4.8.4 If an EPX representative while onsite is requested to carry out work outside of Service Desk Support, this will be classed as Professional Services work and be automatically charged accordingly. At the point of request it is taken that the charge have been automatically approved with no formal quote.

2.4.9 After Hours Endpoint Maintenance and Fixes

- 2.4.9.1 This service is for routine maintenance and fixes only.
- 2.4.9.2 After hour maintenance and fixes are best endeavours. Work may need to be carried out during Service Hours.
- 2.4.9.3 If work carried out isn't routine maintenance work, and there is a requirement to completed the work outside Service Hours, this will be classed as Abnormal Hours and chargeable.
- 2.4.9.4 The Endpoint is required to be turned on and connected to the internet to facilitate this service.

2.4.10 Pro-active Endpoint Monitoring and Alerting

- 2.4.10.1 Endpoint must be turned on and connected to the internet to allow for 24x7x365 monitoring & alerting.
- 2.4.10.2 alerts are sent only to EPX.
- 2.4.10.3 alerts raised will be actioned as deemed appropriate by EPX
- 2.4.10.4 If deemed appropriate by EPX, proactive Service Desk Support work will be carried out to improve uptime and/or efficiency.
- 2.4.10.5 Some proactive work may require Professional Services work to implement the solution. This solution will be quoted prior to commencement and approved by the Customer.
- 2.4.10.6 It is expected that the Customer will approve suggested solutions assuming the solution is considered reasonable.
- 2.4.10.7 If the suggested solution is not implemented, any work undertaken to resolve issues which would have been resolved by the suggested solution, will be excluded from Service Desk Support.

3. SECURITY AGREEMENTS

3.1 LIABILITY

- 3.1.1 The Customer is encouraged to pay particular attention to section 9. Liability in our Terms and Conditions when reading the following clauses. For the avoidance of doubt, the Customer holds full responsibility for their security and EPX offer solutions to reduce risk relating to security. EPX cannot guarantee prevention of security breaches or attacks. As a result, EPX cannot be held liable to the Customer in the event of any such instances of breaches or attacks.

3.2 GENERAL

- 3.2.1 EPX offers bundled security solutions, depending on the current setup of the Customer not all elements of the bundled solution set may be implemented due to them not being required or able to be fitted. The decision to implement solutions will be at the discretion of EPX and does not affect Charges.
- 3.2.2 Support for Security Agreements will fall inline with the terms of your Service Desk Agreement (SDA). The clarity, this means that maintenance of security solutions is included, but changes are not included and will be chargeable.

3.3 DEFINITIONS:

“3rd Party Solution” means a software product/service or technical solution which is offered solely by an organisation that is not EPX as defined in clause 3.4.

“EPX Best Practices” means a set of rules, policies or procedures developed and maintained by EPX as defined in clause 3.5.

“Restart Periods” means a time frame when an Endpoint can be restarted without the need for prior approval as defined in clause 3.6.

“White List” – means that content will be which has been added to the White List will automatically marked as safe regardless of any systems which would normally flag the content unsafe.

3.4 3rd PARTY SOLUTIONS (“3rd Party Solution/3rd Party Solutions”)

- 3.4.1 EPX reserves the right to change any solution that we deem appropriate as long as the new solution has similar functionality.
- 3.4.2 EPX will cover the cost of our labour to migrate to a new solution where EPX chose to change provider. EPX cannot be held responsible for costs associated with any solution-migration incurred by the Customer.
- 3.4.3 EPX will not be held responsible for any failure in 3rd Party Solutions. The Customer will be subject to the same limitations, guarantees, service levels and conditions offered by the provider of the 3rd Party Solution.
- 3.4.4 3rd Party Solutions may apply to software or hardware products.

3.5 EPX BEST PRACTICES

- 3.5.1 EPX maintains a set of best practice appropriate for the service.
- 3.5.2 Any changes in EPX Best Practices will be applied to the Customer without the requirement for permission.
- 3.5.3 Where the changes to best practice which directly effects the user, as much notice as possible will be given. However, in the event of critical updates, notice may be issued after the update has been made.
- 3.5.4 Any requirements for custom modifications to these best practices due to unique Customer requirements must be made in writing and with a formal quotation issued by EPX. Modifications may incur one-off or recurring Charges. EPX has the right to reject any request for custom modifications.

3.6 RESTART PERIODS

- 3.6.1 EPXs default Restart Period is between Saturday 22:00 and Sunday 22:00 each week.
- 3.6.2 Unless otherwise stated the default restart period will apply to all Endpoints.
- 3.6.3 EPX reserves the right to change the default Restart Period as we see fit without limitations.
- 3.6.4 A custom Restart Period can be requested by the Customer which will override the default Restart Period and will apply for all Endpoints for the customer.
- 3.6.5 Custom Restart Periods must be requested in writing by the Customer and formally accepted by EPX in writing. Custom Restart Periods may affect service delivery or service effectiveness.

3.7 SECURITY AGREEMENT SERVICES

3.7.1 Automated Microsoft Patching

- 3.7.1.1 Automated patching applies for Microsoft Windows and Office Suite products only.
- 3.7.1.2 The Endpoint is required to turned on and connected to the internet for the patching to occur.
- 3.7.1.3 Reboots and updates to Endpoints will be carried in line with Restart Periods.

3.7.2 Patching of non-Microsoft software

- 3.7.2.1 patching only applies for common standard software applications. Examples include Adobe AcrobatGoogle Chrome etc.
- 3.7.2.2 the software that is patched is subject to regular change depending on the software companies and how they structure their updates, as such EPX can not guarantee an exhaustive list.
- 3.7.2.3 Line of Business Applications are not automatically patched. Unless otherwise expressly written, it is the Customers sole

responsibility to ensure all Line of Business Applications are patched appropriately.

3.7.3 24/7 Security Monitoring

- 3.7.3.1 Endpoints must be turned on and connected to the internet to allow 24/7 security monitoring.
- 3.7.3.2 any alerts which occur will automatically raise a support ticket within EPX's ticket system for EPX to action with as appropriate.
- 3.7.3.3 alerts raised from alerts do not have SLA associated with them.

3.7.4 DNS Filtering

- 3.7.4.1 DNS filtering is provided by a 3rd Party Solution.
- 3.7.4.2 Default EPX DNS filters settings will be applied to the Customer
- 3.7.4.3 IP's and Domains address can be added to White Lists at the written request of the Customer.

3.7.5 Anti-Virus Protection

- 3.7.5.1 Anti-Virus Protection is provided by 3rd Party Solution.

3.7.6 SPAM Filtering

- 3.7.6.1 SPAM filtering is provided by Microsoft and functionality with depend on your M365 License Type.M365 Business Premium is our recommended solution.
- 3.7.6.2 SPAM filtering does not guarantee to stop 100% SPAM emails. It is the Customers responsibility to ensure their users are vigilant about SPAM emails.
- 3.7.6.3 Where a "quarantine" service is provided, it is the responsibility of the Customer to check for false positives.
- 3.7.6.4 Domains and emails can be added to a White List at the written request of the Customer.

3.7.7 Border Firewall

- 3.7.7.1 EPX's border firewall may be installed alongside incumbent solutions.
- 3.7.7.2 EPX provides a physical firewall, software and licencing as part of this solution on a lease basis and remains the property of EPX at all times.
- 3.7.7.3 Default firewall settings will be applied based upon EPX Best Practices.
- 3.7.7.4 Customisation of the Border Firewall settings may be requested by the Customer prior to setup. Following setup, reasonable and infrequent amendments to the device are permitted. If modifications are not reasonable or become frequent, Charges for the time to make modifications may be levied at EPX discretion.
- 3.7.7.5 Customer-specific requirements and configurations must be made to EPX in writing.

3.7.8 Phishing Testing & Training

- 3.7.8.1 Phishing Testing & Training is provided by 3rd Party Solution.
- 3.7.8.2 Phishing reports will only be sent to the designated IT contact.
- 3.7.8.3 Phishing Testing & Training campaign will be carried out monthly. Additional campaigns can be carried out, but this may incur additional charges.

3.7.9 Security Log Management

- 3.7.9.1 EPX Best Practices are applied.
- 3.7.9.2 Security logs will only be provided at the written request for the designated IT contact or Director of the Customer.
- 3.7.9.3 Security Logs will not be individually backed up.

3.7.10 Dark Web Monitoring

- 3.7.10.1 Dark Web Monitoring is provided by 3rd Party Solution.
- 3.7.10.2 One domain is included. Additional domains can be added for a Charge.
- 3.7.10.3 Any alerts which occur will automatically raise a support ticket within EPX's ticket system for EPX to action as appropriate.
- 3.7.10.4 Dark web monitoring only shows detail that is available to us at the time, we can never guarantee to find all information that might be shared on the dark web.

3.7.11 Automated Port Monitoring

- 3.7.11.1 Automated port monitoring is provided by 3rd Part Solution.
- 3.7.11.2 One IP address is included, Additional IP's can be added for a Charge

3.7.11.3 Any alerts which occur will automatically raise a support ticket within EPX's ticket system for EPX to action as appropriate.

3.7.12 Device Password Changes

- 3.7.12.1 EPX will change the passwords of up to 3 "core" network devices on a 6-monthly basis.
- 3.7.12.2 Core network devices include:
 - 3.7.12.2.1 Routers
 - 3.7.12.2.2 Firewalls/UTM
 - 3.7.12.2.3 Managed Switches
 - 3.7.12.2.4 NAS/Network storage devices
- 3.7.12.3 Exclusions:
 - 3.7.12.3.1 Endpoints
 - 3.7.12.3.2 Printers
 - 3.7.12.3.3 Scanners
 - 3.7.12.3.4 CCTV Recorders
 - 3.7.12.3.5 Any device that EPX does not manage.

3.7.13 File Access Auditing & Monitoring

- 3.7.13.1 EPX Best Practices are applied, keeping log files for up to 30 days.
- 3.7.13.2 Logs will only be provided at the written request of the designated IT contact or director of the Customer.

3.7.14 Application Control

- 3.7.14.1 Application Control is provided by a 3rd Party Solution.
- 3.7.14.2 Default Application Control settings will be applied based upon EPX Best Practices.
- 3.7.14.3 Customisation of the Application Control settings may be requested by the Customer prior to setup. Following setup, reasonable and infrequent amendments to Application Control is permitted, however, if requests for modifications become regular or complex, Charges for this work may be levied at EPXs discretion.
- 3.7.14.4 Customer-specific requirements and configurations must be made to EPX in writing.

3.7.15 Advanced EPX Filtering

- 3.7.15.1 EPX Best Practices are applied including but not limited to server setting modifications and SPF record modifications to improve security.

3.7.16 Secured VPN

- 3.7.16.1 EPX Best Practices are applied.
- 3.7.16.2 The Customer must notify EPX in writing immediately after and Endpoint with VPN access becomes compromised or stolen so EPX can make appropriate security changes to the VPN.

3.7.17 Web Content Filtering

- 3.7.17.1 Web Content Filtering is provided by a 3rd Party Solution.
- 3.7.17.2 Content filtering is applied at a user level. EPX has three default Web Content Filtering profiles based upon EPX Best Practices. Each user will need to be associated with one of these profiles.
- 3.7.17.3 Default profiles are managed and amended at EPX discretion. Any amendments will automatically be applied to all appropriate users.
- 3.7.17.4 Profiles will be discussed and agreed prior to implementation. In the event of no prior agreement, EPX will apply a basic-level default profile.
- 3.7.17.5 Custom profile configurations will incur additional Charges.
- 3.7.17.6 Customisation of the Web Content Filtering settings may be requested by the Customer prior to setup. Following setup, reasonable and infrequent amendments to Web Content Filtering permitted, however, if requests for modifications become regular or complex, Charges for this work may be levied at EPXs discretion.
- 3.7.17.7 Customer-specific requirements and configurations must be made to EPX in writing.

3.7.18 Multi-Factor Authentication (MFA)

- 3.7.18.1 Multi-Factor Authentication is provided by 3rd Party Solutions.
- 3.7.18.2 Only system/services specified prior to agreement will be setup with MFA. After the Agreement has commenced, Charges will be levied for new systems/services requiring MFA.
- 3.7.18.3 This service includes one paid-for MFA solution and may also include free-of-charge MFA options. If additional MFA solutions are required for Customer requirements, additional Charges may be incurred.

3.7.18.4 A unique mobile device is required for each user requiring MFA.

3.7.18.5 If a user loses or breaks their mobile device, a request in writing from the Customer designated IT contact is required to reset the user account.

3.7.18.6 If a user forgets their mobile device and requests a bypass to the MFA, EPX may levy a Charge to cover the time for this request if we are able to facilitate it.

3.7.19 Firmware Security Patching of Devices

3.7.19.1 Only devices listed within Goods will be covered

3.7.19.2 Only supported devices will be included within this agreement

3.7.19.3 Patching will occur every three months, if new firmware patches are available and approved by EPX.

3.7.19.4 Downtime caused by firmware updates will be considered as planned outage and will therefore not affect SLAs.

3.7.20 Device Encryption

3.7.20.1 Device Encryption is provided by 3rd Party Solution.

3.7.20.2 Only Endpoints listed in Goods will be encrypted

3.7.20.3 It is the Customers responsibility to retain the password for the encrypted device. EPX will not store this information. For the avoidance of doubt, if the password is lost for an encrypted device, there is no way for EPX to recover the device with losing all the data.

3.7.21 Email Encryption

3.7.21.1 Email Encryption is provided by a 3rd Party Solution.

3.7.22 Core Network Monitoring

3.7.22.1 Core Network Monitoring is provided by a 3rd Party Solution.

3.7.22.2 Only Equipment listed within Goods will be monitored.

3.7.22.3 Equipment is monitored in accordance with EPX Best Practices. Custom alerts and monitoring may be requested by the Customer but no guarantee is provided the custom alerts & monitoring.

3.7.22.4 Any alerts which occur will automatically raise a support ticket within EPX's ticket system for EPX to action with as appropriate.

3.7.23 Password Manager

3.7.23.1 Password Manager is provided by 3rd Party Solution.

3.7.23.2 It is the Customers responsibility to manage and maintain the passwords and other content within the Password Manager.

3.7.23.3 It is the Customers responsibility to manage and explicitly notify EPX in writing of any changed to access rights and levels for individual users.

3.7.23.4 It is the Customers responsibility to hold the master password for their account. EPX will not store this information. For the avoidance of doubt, if this password is lost, EPX is not able to recover the data.

3.7.24 Mobile Device Management

3.7.24.1 Mobile Device Management is provided by 3rd Party Solution.

3.7.24.2 EPX Best Practices are applied.

3.7.24.3 Information relating to device location is only intended for the sole use of lost/stolen equipment or a user leaving the Customer. For the avoidance of doubt, this solution is not to be used for the purpose of tracking personnel.

3.7.24.4 Remove locking/erasure of data will require written request by the Customer designated IT contact or Director

3.7.24.5 If being installed on the user's personal mobile device, it is the responsibility of the Customer to appropriate processes and documentation to allow for this solution to be installed.

3.7.25 Mobile Application Management

3.7.25.1 Mobile Application Management is provided by 3rd Party Solution.

3.7.25.2 EPX Best Practices are applied.

3.7.26 Secure Software Bundles

3.7.26.1 Secure Software Bundles is provided by 3rd Party Solution.

3.7.26.2 EPX Best Practices are applied.

3.7.27 EPX CyberSecure

3.7.27.1 EPX reserves the right to, at any time add, remove or change any of the services without the requirement of notice to the Customer.

3.7.27.2 CyberSecure is a bundle of products and services provided by 3rd Party Solutions.

3.7.27.3 EPX will cover its own costs of any additions, removals or changes to this offering. The Customer is liable for any costs they incur with any such actions undertaken.

3.7.27.4 CyberSecure does not change Customer Liability as described in clause 3.1 Liability

3.7.27.5 EPX best practices are applied to any solutions provided.

3.7.27.6 EPX will levy charges for each Endpoint this solution is installed on. It is the Customers responsibility to inform EPX if there are Endpoints where they do wish to have this installed.

3.7.27.7 The charge for this solution is based upon the adoption of all the services of the solution. If the Customer does not wish to use one or more elements of the solution, this will not affect the price of the solution.

4. BUSINESS CONTINUITY AGREEMENTS

4.1 DEFINITIONS:

“3rd Party Solution” means a software product/service or technical solution which is offered solely by an organisation that is not EPX as defined in clause 4.3.

“Specified Data” – means any file, folder, servers or other data which has expressly referenced on the Order form for backup.

4.2 GENERAL

4.2.1 Only Specified Data will be backed up in line with the business continuity agreement chosen. Any other data which is not referenced on the Order form is **not backed up** and is the Customers responsibility to ensure they have adequate arrangements in place to protect this data

4.2.2 Any solutions supplied will be appropriate at the time of installation for the current and expected future requirements of the business. The Customer needs to inform EPX if there is a change in requirements for their backup. If the change requires new equipment part-way through their agreement, EPX may Charge for the time and equipment relating to this change.

4.2.3 unless otherwise stated, EPX does not check and verify backups to ensure they are working and appropriate. Disaster Planning and Testing is required to ensure there are regular manual testing of backups.

4.3 3rd PARTY SOLUTIONS

4.3.1 EPX reserves the right to change any solution that we deem appropriate as long as the new solution has similar functionality.

4.3.2 EPX will cover the cost of our labour to migrate to a new solution. EPX cannot be held accountable for costs associated to any solution migration that is incurred by the Customer.

4.3.3 EPX will not be held responsible for any failure in 3rd party solutions or products. The Customer will be subject to the same limitations and conditions of the 3rd party solution.

4.4 BUSINESS CONTINUITY AGREEMENT SERVICES

4.4.1 Air-Gapped USB Backups

4.4.1.1 USB backups are not automatically centrally monitored to ensure backups are successful and thusly EPX cannot guarantee the integrity of the backup daily.

4.4.1.2 EPX will provide a standard backup schedule for swapping USB drives.

4.4.1.3 It is the Customers responsibility to swap and change the USB drives according the schedule provided.

4.4.1.4 EPX will provide all USB drives required for this solution and will provide a warranty for the length of this agreement. EPX will replace drives as part of this agreement if they fail due to reasonable wear and tear. If there is physical damage to the drive or the drive is lost, EPX will Charge the Customer for the replacement of the drive.

4.4.1.5 EPX retains ownership over all equipment and software supplied.

4.4.1.6 The data on the drives are not encrypted and it's the Customers responsibility to ensure the drives are kept safe and secure.

4.4.1.7 Due to the type of backup (Bare Metal), EPX are not able to recover individual files/folders simply if they are lost or deleted. If the Customers requires EPX to recover individual files/folders from this backup a Charge maybe issued to carry out this recovery.

4.4.2 On-Premise and Cloud Backup

4.4.2.1 EPX will provide all the equipment needed for this solution and will provide a warranty for the length of this agreement.

4.4.2.2 If any failure of hardware occurs which falls outside standard warranty (e.g. dropped, water damage) then EPX will Charge the customer for the replacement of hardware.

4.4.2.3 EPX retains ownership over all equipment and software supplied.

4.4.2.4 EPX will monitor backups daily and investigate and resolve any instances where backups have not completed successfully.

4.4.2.5 A suitable internet connection is required to provide the cloud backup part of this solution. If there is not a suitable connection is the up to the customer to provide a connection suitable for cloud backup.

4.4.2.6 EPX will provide a standard backup schedule for your automated backup and cloud backup. If this backup schedule requires amendment, EPX may charge to change this setup.

4.4.2.7 A backup agent is required to be installed on the Endpoint which are being backed up. The Endpoint will need enough spare resources to perform this task. This the Customers existing equipment is not capable of supporting this, Charges may be applied to get a working solution setup for facilitate backup.

4.4.3 Business Disaster Recovery Solutions (BDR)

4.4.3.1 EPX will provide all the equipment needed for this solution and will provide a warranty for the length of this agreement.

4.4.3.2 If any failure of hardware occurs which falls outside standard warranty (e.g. dropped, water damage) then EPX will Charge the customer for the replacement of hardware.

4.4.3.3 EPX retains all ownership for the equipment and software supplied.

4.4.3.4 EPX will monitor backups daily and investigate and resolve any instances where backups have not completed successfully.

4.4.3.5 A suitable internet connection is required to provide the cloud backup part of this solution. If there is not a suitable connection is the up to the customer to provide a connection suitable for cloud backup.

4.4.3.6 EPX will provide a standard backup schedule for your automated backup and cloud backup. If this backup schedule requires amendment, EPX may charge to change this setup.

4.4.4 Long-Term Backup Archiving

4.4.4.1 Long-term backup archiving is a cloud-based solution.

4.4.4.2 The Charge for this service is for the one-way uploading and storage of the data to the cloud repository. Retrieval of data from the long-term storage will incur a Charge based upon the amount of data recovered.

4.4.4.3 EPX will provide a backup schedule for long-term archiving, if a Customer requires an alternative schedule, there may be a Charge for implementation and ongoing Charges for additional storage.

4.4.5 Insurance Compliance Checks

4.4.5.1 EPX are **not** legal/insurance/financial experts and any advice given is based upon our interpretation of your requirements. It is solely the Customers responsibility to ensure they have adequate insurance and solutions to comply with their insurance requirements. For the avoidance of doubt, EPX will have no Liability if the Customer does not have adequate level of cover or comply with their insurance requirements.

4.4.5.2 Insurance compliance checks are carried out within Quarterly Business Reviews (QBR).

4.4.5.3 If the QBR is not carried out for any reason, the insurance compliance check will not be carried out.

4.4.5.4 It is the Customers responsibility to inform EPX to any change in insurance which has an impact on your backup's configurations.

4.4.6 Disaster Recovery Planning and Testing

4.4.6.1 EPX will work with the Customer to develop a disaster recovery plan and scheduled testing regime appropriate for their needs.

4.4.6.2 It is the Customers responsibility to ensure their staff follow any appropriate recovery plans in the event of any type of disaster.

4.4.6.3 Any recovery times provided under these plans are approximate and may vary depending on the situation at the time.

4.4.6.4 Testing will be carried out at agreed intervals and the results provided to the Customer designated IT contact once completed.

4.4.6.5 Testing may result in downtime to the systems/network. EPX endeavour to keep this downtime to outside working hours but if this isn't possible, downtime during the working day maybe required.

4.4.7 Automated Router and Switch Backup

4.4.7.1 Only devices listed within Goods will be backed up.

4.4.7.2 Backups will be kept for 3 months.

4.4.7.3 backups of the device settings will be made automatically to our monitoring software whenever changes are made, if supported by the devices

4.4.7.4 monitoring software may require a hardware appliance to be installed onsite, provided and supported by the Company

4.4.7.5 Automatic Router and Switch Backup provided by a 3rd Party Solution.

4.4.7.6 The Customer needs to inform EPX if there are any changes to password, IPs or other configurations which could stop backups from working in order to update our systems.

4.4.8 Spare/Loan Network Devices

4.4.8.1 EPX will provide loan equipment, when available, in case of failure of existing equipment.

4.4.8.2 Loaned equipment will be invoiced in 7-day periods for the length of the loan.

4.4.8.3 EPX does not hold equipment for all makes and model of network device. It is the Customers responsibility to hold spare equipment if it is deemed critical for the business.

4.4.8.4 Spare equipment held by the Customer may need to be kept up to date with configuration and firmware updates. EPX does not offer this service by default and a separate service for this maintenance would need to be arranged which may incur a Charge.

4.4.9 Office 365/G Suite/Cloud Software Backup

4.4.9.1 provided by a 3rd Party Solution.

4.4.9.2 At least 1 incremental backup will be taken each day.

4.4.9.3 Incremental backups are kept for 1 year by default. Additional years backups can be kept for an additional Charge.

4.4.9.4 The Customer is required to raise a ticket with the service desk to request any data to be recovered.

4.4.9.5 lists of what is included in the backup service are available upon request

4.4.10 Cloud Storage and Other Cloud Services

4.4.10.1 Cloud Storage and Other Cloud Services is provided by a 3rd Party Solution.

4.4.10.2 Solutions provided will be offered on a case by case bases depending on the Customer needs.

4.4.10.3 Only cloud services listed on the Order form will be backed up by EPX.

4.4.10.4 It is the Customers responsibility to ensure they are aware of all cloud services they use and ensure they have adequate backup solutions in place for them.

4.4.10.5 It is the Customers responsibility to update EPX of any changes to the cloud service that will affect EPX's ability to back it up.

5. CLOUD AGREEMENT SERVICES

5.1 Cloud based server

5.1.1 EPX will provide the Customer with access to a physical or a virtual server re-sold from a 3rd party provider of EPX's choosing.

5.1.2 The server will be hosted in a geographical location selected by EPX.

5.1.3 This service includes no works or responsibility for the operating system installed on the server, no maintenance, no backup or no security services. Such services are available separately from EPX.

5.1.4 EPX will provide hosted servers with a 99% uptime guarantee for network and power in any given calendar month.

5.1.5 The network and power availability calculations shall exclude periods where outages arise from, or are otherwise indirectly caused by:

5.1.5.1 Outage periods due to any cause other than faults by EPX, including faults or negligence of the Customer or problems associated with Customer equipment

5.1.5.2 In case that the Customer's equipment should cause negative effects on the performance, quality and/or operation of the EPX network, EPX will proceed to disconnect the link, for benefit of the rest of users of the EPX network. This disconnection won't be cause of penalty under the SLA. EPX will notify the Customer as soon as possible about this issue in order for the Customer to repair the problems.

5.1.5.3 Outage periods reported by the Customer in which no fault is observed or confirmed by EPX,

5.1.5.4 Any fault period during which service is suspended under provision in this Agreement,
5.1.5.5 Downtime when EPX staff cannot have access, when the Customer is requested to do so for the purpose of investigating the problem and restoring the service, to Customer premises and equipment pertaining to the service in case the service should include the management of equipment on the customer site by EPX,
5.1.5.6 The Customer requesting EPX to test Customer connection although no fault has been detected and/or reported by EPX,
5.1.5.7 The Customer requesting EPX to upgrade the capacity of the service, if this operation results in an outage.
5.1.5.8 During scheduled maintenance affecting the Services as defined above.
5.1.5.9 Performance degradations and service loss due to Denial Of Service attacks or other unlawful attacks generated inside the Customer's network or executed against users inside the Customer's network or the Customer network infrastructure, will be excluded from SLA calculation as it is within the Customer's responsibility to put in place the relevant protection mechanisms inside its network to protect itself and its clients.

5.2 Domain Name Management

5.2.1 is a bundled service, including:
5.2.1.1 remote support associated with the domain names, DNS records, ownership information or nameservers using the helpdesk as per 2.3.1
5.2.1.2 purchase and renewal of domain names with a .com, .co.uk, .org or .net extension, as long as they are already owned by the customer and available to renew by the Company at standard prices
5.2.1.3 the Company reserves the right to charge for changes associated with the domain names, including nameservers, DNS records, ownership information or domain transfers
5.2.1.4 SSL certificates:
5.2.1.4.1 one SSL certificate is included with the Starter package
5.2.1.4.2 a wildcard SSL certificate is included with the Enhanced package
5.2.1.4.3 assistance from the employees of the Company will be made available to the Customer to assist with installation of the SSL certificate, but a fair usage policy of one hour per domain name per annum applies with time not transferrable between domains

6. OFFICE 365 NCE AGREEMENTS

6.1 General

6.1.1 Support for Office 365 NCE Agreements fall under the terms of your Service Desk Agreement (SDA). For the avoidance of doubt, this means that maintenance and support of Office 365 products is included if you have a Service Desk Agreement, but associated changes are not included and will be chargeable.
6.1.2 EPX will not be held responsible for any failure in these 3rd-Party Solutions or products. The Customer is subject to the same limitations and conditions of Microsofts NCE Agreement

6.2 Agreements

6.2.1 It is the Customers responsibility to ensure they have the optimum setup regarding their NCE agreement configuration. EPX will Charge the Customer inline with the agreement information provided by Microsoft.
6.2.2 Once an agreement has commenced, the Customer may not decrease the licence quantity until the end of that agreement Term.
6.2.3 The Customer may increase the licence quantity at any time during the agreement, but once increased the Customer will not be able to decrease the quantity again until the end of the agreement Term.
6.2.4 Any agreements that are set as a monthly Term will incur a 20% increase in the cost of the base licence.
6.2.5 The Customer has the option to pay fully upfront, annually or monthly for their agreement regardless of the agreement Term set.
6.2.6 If the Customer chooses to pay monthly for an annual or multi-year agreement, they cannot vary to a shorter agreement duration.
6.2.7 The Customer may not to transfer the Microsoft 365 tenant to another NCE provider until the end of the agreement.
6.2.8 The Customer must provide at least 30 days' notice of cancellation or transfer of agreement prior to the end of this agreement.
6.2.9 Agreements will automatically renew at the previous Term if cancellation or transfer request has not been requested by the Customer.

7. FIXED-LINE AND VOIP SERVICES

7.1 DEFINITIONS:

“**Connection Date**” means the date when the Carrier has agreed and can commence provision of the Fixed Line Services to You.

“**Carrier**” means the relevant third party public telecommunications operator or third party network service provider.

“**You/Your**” means the person, firm or company specified on the Order Form as the principal entity taking services from the Company and any other person appearing to act within that person's, firm's or company's authority and includes where relevant Your permitted assigns.

“**Tariff**” means the Company's tariff for each of the services which is provided to You and/or set out at www.epx.co.uk or at such other web address as is notified to You by the Company from time to time and/or used by the Company to calculate the Charges.

7.2 EPX will use its reasonable endeavours to supply the Service from the Connection Date with reasonable skill and care.
7.3 the Customer acknowledges that the Service is dependent upon the Company being able to secure such service from a Carrier and that, providing that the Company takes all reasonable steps to rectify a fault in or interruption to the Service as quickly as is reasonably possible, the Company will have no liability to You for any fault or interruption to the Service whether in contract, tort or otherwise, and whether or not arising out of negligence or breach of statutory duty by the Company or otherwise and howsoever caused and including (but not by way of limitation) faults or interruptions caused by issues on the network through which the Service is provided, acts or omissions of the Carrier, atmospheric or other environmental reasons and the effects of any virus or similar attack.
7.4 You accept and agree that the provision of broadband services as an element of the Fixed Line Services:
7.4.1 does not bring with it an obligation on the part of the Company to supply a modem or other device to allow access to such broadband services;
7.4.2 does not carry any guarantee that the speed of the broadband connection will at all times accord with that advertised by the Company for reasons which are beyond the control of the Company; and
7.4.3 does not include the cost of registration of any domain name or URL on Your behalf and that the Company may charge such costs to You as part of the Charges to be paid under the Contract.
7.4.4 Incurs an additional charge for broadband lines near power facilities.
7.5 If the Company has agreed to provide any part of the Service through VOIP, You accept that the service may not provide the same standard which is available using a fixed land line.
7.6 You acknowledge that the following issues may arise and will not provide any cause of action against the Company:
7.6.1 VOIP may not offer the same levels of quality, performance, resilience and features as a fixed land line;
7.6.2 VOIP services may be interrupted more frequently than fixed land lines;
7.6.3 call quality can vary;
7.6.4 access to the emergency services numbers will not match that provided by a fixed land line, may not always be available and may not receive the same level of response as if the call originated from a fixed land line; and
7.6.5 should You use the bandwidth allocated to any VOIP system for purposes other than telephone services, the quality of the VOIP system may deteriorate.
7.7 You acknowledge and agree that You do not own or have the right to sell any telephone number allocated to You under the provisions of the Contract and that the Company has the right to make the additional charges for porting such number set out in the Tariff.
7.8 If You have requested the transfer of lines and/or services provided by a third party to the Company then:
7.8.1 the Company will, from the date upon which those lines and/or services are transferred, charge for them in accordance with the Tariff unless otherwise agreed on the Order Form; and
7.8.2 You will pay and discharge all early termination and other charges made by such third party unless the Company has indicated on the Order Form that it will bear such charges or part of them.
7.9 broadband and voip services do not include support as standard, but are often bundled with EPX Remote Service Desk Support if stated

on the Order Form, but for the avoidance of doubt, the following matters are not included as part of any Maintenance Service:

7.9.1 any part or labour costs arising from telephone line conditions, criminal activity, fire or water damage, lightning, electric current fluctuation, the unsatisfactory location of the Equipment and the use or attachment of unapproved parts or accessories, software and any other device;

7.9.2 any part or labour costs arising from any repair or alteration, modification or maintenance of the Equipment or its transportation or relocation not authorised by the Company;

7.9.3 any part or labour costs in relation to the wiring of the Equipment;

7.9.4 any part or labour costs arising from defects in the software, replacement cassettes, aerials, aerial systems, batteries, telephone area code changes, a change in the Carrier and/or consumable supplies used with the Equipment;

7.9.5 any reprogramming of the Equipment other than to allow for its normal operation;

7.9.6 unless agreed on the Order Form, the repair or replacement of telephones, physical answering machines, facsimile machines, computer and/or computer servers, uninterruptable power supplies, batteries and other consumables, wires and cables and any peripheral device connected to the Equipment including (but not by way of limitation) printers, external music on hold devices, p.a. and intercom systems;

7.9.7 the repair or maintenance of the Equipment which a reasonably skilled telecommunications engineer would deem to be unnecessary;

7.9.8 any fault which is due to the Carrier and not the Equipment; and

7.9.9 any review or survey of the Equipment before the Company commences the Maintenance Services to ensure that it complies with the reasonable standards of the Company and any costs or repair or upgrading to the Equipment so that it meets such reasonable standards.

7.10 The Company may, in addition to all and any other rights to do so, suspend or terminate the Maintenance Services in respect of the Equipment if it becomes impossible or unreasonably difficult to obtain the parts necessary to repair and maintain the Equipment or any consent required by the Company to enable it to carry out the Maintenance Services is suspended or withdrawn and, in that event, the Company will refund to You any unused proportion of the fees it has charged for Maintenance Services.

7.11 Call Commission

7.11.1 Subject to Clauses 7.10.4 and 7.10.5, the Company will pay Call Commission to You in respect of calls to each applicable Premium Service delivered to and received by a number at the rate and in the amount set out on the Order Form or in the Tariff.

7.11.2 Following the end of each calendar month, the Company will submit to You a statement detailing the number and duration of all such calls delivered and received by You in respect of each Premium Service and:

7.11.2.1 within 14 days of receiving such statement You will submit an invoice to the Company in the amount shown as owing on the statement; or

7.11.2.2 if agreed on the Order Form, the Company will prepare such invoice on Your behalf and You agree not to issue any invoice for such Call Commission.

7.11.3 The Company may set-off the Call Commission against any Charges or other amounts due to the Company.

7.11.4 The Company shall not pay Call Commission in respect of any call which it reasonably believes may have originated outside the United Kingdom.

7.11.5 Call Commission shall not be payable on invoice balances of £10 or less (or such other sum as notified to You by the Company in writing from time to time) and any balances shall not roll over from one month to the next.

7.11.6 Call Commission is a function of the number and duration of inbound calls to the relevant telephone number, which will vary from day to day, and You accept that any predicted amount of Call Commission is an estimate only and You acknowledge that You have placed no reliance upon such estimate.

7.11.7 Your right to receive any Call Commission will end if the Fixed Line Service is terminated for any reason.

7.12 Termination and suspension conditions specific to fixed-line and VOIP services

7.12.1 The Company may (in its sole discretion and either in addition to or in substitution for all other rights referred to in this Clause 7.11) suspend the Service without any liability to You:

7.12.1.1 if You carry out any action which, in the reasonable opinion of the Company, would or might jeopardise the safe and secure operation of the Service; or

7.12.1.2 if, in the sole discretion of the Company, Your use of the Service demonstrates activity which suggests that You are abusing or misusing the System including (but not by way of limitation) activities

which suggest low or excessive usage, unusual calling patterns and a disproportionate number of incoming calls; or

7.12.1.3 if the Company is required by a competent authority or by law to suspend or terminate the Service or any part of it or if, for any reason, the Company is unable to provide the Service; or

7.12.1.4 if You exceed any credit or call limits referred to on the Order Form; or

7.12.1.5 if the Company has reason to believe that You or anyone under Your control has committed any action which could compromise the security of the Service or of the System; or

7.12.1.6 if the Company has reason to believe that You are using the Fixed Line Services fraudulently, unlawfully or they are being used by an unauthorised third party; or

7.12.1.7 if the Company is required to do so by the Carrier, OFCOM, or on the order or request of any governmental department, the emergency services or any other competent authority for any reason including, but not by way of limitation, the suspension of the Company's licence to operate; or

7.12.1.8 if any maintenance or repair is required to the System or to any elements associated with the System; or

7.12.1.9 if the Company, for any reason beyond its control, is unable to offer the Fixed Line Services; or

7.12.1.10 the Charges which have accrued on Your Account exceed the limit which the Company has placed on the credit available to You at any time and You accept and agree that such limit is a matter for the Company to set in its sole discretion.

7.12.2 Should the Company exercise its right to suspend the Service, You will pay to the Company, before the Service is restored by the Company, all reasonable costs and Charges imposed by the Company as a result of lifting such suspension and, if required by the Company, a security deposit equivalent to 3 times Your average monthly invoice or such other sum as the Company in its absolute discretion shall decide.

7.12.3 Notwithstanding the other provisions of these Terms and Conditions, the Company may terminate the Contract immediately and without notice if OFCOM or any Carrier prevents the Company from providing the Service for any reason.

7.13 EPX Cloud Telephone System

7.13.1 the EPX Cloud Telephone System is a bundled service, consisting of:

7.13.1.1 cloud-based telephone system

7.13.1.2 backup of data on cloud-based telephone system using service listed under 2.3.8 and cloud-backups services, listed under 4.4.2

7.13.1.3 extension on cloud-based telephone system not including physical hardware

7.13.1.4 30GB of hard disk space per extension for storage of call recordings

7.13.1.5 remote monitoring and alerting of cloud-based telephone system as per EPX services listed under 2.4.10

7.13.1.6 Remote EPX Service Desk Support for virtual telephone extensions, physical telephone extensions rented from EPX and the cloud-based telephone system, as per EPX service listed under 2.3.1 with SLA as per 2.4.4

7.13.1.7 physical telephone extensions not rented from EPX are not included in the SLA or maintenance services

7.13.1.8 the cloud-based telephone system is delivered using an EPX cloud based server as outlined under 5.1

7.13.1.9 each extension includes 2000 minutes of inclusive calls to UK 01, 02, 03 and 07 telephone numbers

7.13.1.10 the cloud-based telephone system provides a number of simultaneous telephone call "channels", approximately one channel is provided for every 2 extensions purchased, up to a maximum of 3 channels for every 2 extensions purchased at the sole discretion of EPX

7.14 Additional Voice Channels

7.14.1 this service permits relates to 7.13.1.10 above and permits an additional voice channel to be in operation on the telephone system

7.15 PCI DSS Compliant Call Recording Controls

7.15.1 this service provides your end users with the ability to disable call recording from a web interface and is delivered in the form of a license upgrade to the system provided in 7.13.1.1

7.15.2 the service cannot be purchased on an extension by extension basis and must be purchased for all extensions on the system

7.15.3 it is the sole responsibility of the Customer to ensure call recordings are switched on and off at appropriate times and the Company will not be held responsible for missing call recordings

7.16 Advanced Call Routing

7.16.1 this service provides additional functionality to the system provided in 7.13.1.1

7.16.2 the service cannot be purchased on an extension by extension basis and must be purchased for all extensions on the system

8. BROADBAND SERVICES

8.1 Managed Broadband Service

8.1.1 the EPX managed broadband services ("Managed Broadband") are bundled services, consisting of:

8.1.1.1 fixed-line telephone connection (if required by EPX)

8.1.1.2 fixed-line broadband connection, delivered using FTTC, FTTP or other technologies, specified at the discretion of EPX and the availability in the local area of where the connection has been delivered

8.1.1.3 rental of router

8.1.1.4 rental of modem (if required)

8.1.1.5 provision of a static IP address on the broadband connection

8.1.1.6 ongoing monitoring of the external IP for open ports using a 3rd Party Solution

8.1.1.7 remote monitoring of the uptime of the broadband connection

8.1.1.8 remote and on-site support for:

8.1.1.8.1 physical faults with rented Equipment listed in 8.1.3 or 8.1.4

8.1.1.8.2 repair visits as may be required by the Carrier to support services listed under 8.1.1, 8.1.2 or 8.1.6

8.2 4G Broadband Failover Connection

8.2.1 requires a Managed Broadband Service, as listed in 8.1

8.2.2 this is a bundled service, consisting of:

8.2.2.1 hardware 4G modem

8.2.2.2 mobile 4G connection with unlimited data provision

8.2.3 this technology is intended as an emergency failover and is not recommended for day-to-day broadband activities including video calls, telephone calls or live streams

8.2.4 this technology is also subject to bandwidth availability on the mobile network and may be subject to speed fluctuations

8.3 Redundant broadband connection

8.3.1 requires a Managed Broadband Service, as listed in 8.1

8.3.2 includes an additional broadband line and telephone line if applicable, operating at similar speeds to those included in the Managed Broadband Service listed in 8.1

8.3.3 this service will provide additional broadband connections, so the on-site routing equipment can switch between the available connections in the event of broadband failure

8.3.4 redundant broadband connections increase reliability, but are not infallible, failures can still occur

9. NETWORK DEVICE MONITORING

9.1 Starter Network Device Service Desk Agreement

9.1.1 is a bundle of services, consisting of:

9.1.2.1 uptime monitoring of specific identified devices using the service outlined in 2.4.10

9.1.2.2 remote support associated with the specific identified devices using our service desk support agreement as per EPX service listed under 2.3.1

9.2 Enhanced Network Device Service Desk Agreement

9.2.1 is a bundle of services applicable to specific identified devices and consisting of:

9.2.1.1 the services listed under 9.1

9.2.1.2 password changes as per 3.7.12

9.2.1.3 firmware updates as per 3.7.19

9.2.1.4 change logs automated backups of device configurations provided as per 4.4.7

9.2.1.5 on-site technical support is included for problems directly associated with the specific identified devices and consists of the service outlined in 2.4.8