

Glide Direct General Terms

These Terms and Conditions form part of the Agreement between **Glide Business Limited**, trading as Glide (registered in England & Wales under number 06489468) of Glide House Ground Floor, Building 4, Windmill Road, Kenn, Clevedon, United Kingdom, BS21 6UJ ("Glide") and the Customer, as specified on the Order Form.

1. Definitions

In this Agreement the following terms shall have the following meanings:

"Acceptable Use Policy": Glide's rules concerning acceptable usage of the Services, can be viewed by visiting glide.co.uk/terms-and-policies/.

"Agreement": the agreement comprising the Order Form, these Terms and Conditions, the Service Level Agreement and all other documentation referred to in any of the documents.

"Broadband": an a-symmetrical internet connection provided over copper or fibre delivery (as described in more detail in our "A guide to broadband terminology used by Glide" available at glide.co.uk/terms-and-policies/).

"Contract Year": each successive 12-month period ending on the anniversary of the date of this Agreement.

"Customer": the customer specified on the Order Form.

"Customer Premises": any premises in the possession or control of the Customer or its third party service providers which are used to house the Glide Equipment, including any data centres.

"Early Termination Charge": a fee payable by the Customer where this Agreement is terminated prior to the expiry of the initial term, and calculated in accordance with clause 11.7 below.

"Force Majeure Event": as defined in clause 17.12 below.

"Initial Term": the initial term (or minimum commitment period) as set out in the Order Form or, if none is set out in the Order Form, a period of 36 (thirty six) months from the Service Start Date.

"Insolvency Event": if a party becomes insolvent, has an insolvency practitioner appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for solvent amalgamation or reconstruction) or if ownership or control shall pass into the hands of any other legal person (other than assignment under clause 17.3), or an event analogous occurs in respect of a party in any jurisdiction to which that party is subject.

"Intellectual Property Rights": patents, trade marks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and circuit topography rights, internet domain names, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world.

"Leased Line": an uncontended synchronous data connection, whether or not connected to the internet.

"Losses": any claims, actions, liabilities, proceedings, losses, demands, damages, fines, penalties, awards, costs, charges and expenses (including reasonable legal costs and expenses) of whatever nature.

"Order Form": the order form executed by the Customer which specifies the Services and forms part of this Agreement.

"Relief Event": as defined in clause 7.2.

"Service Credits": service credits to which the Customer may be entitled, in accordance with the Service Level Agreement, in relation to disruption to the Leased Line element of the Services (if any).

"Service Level Agreement": the service level agreement, attached to this Agreement, that is applicable to the selected Services (if any).

"Services": Glide's services as detailed on the Order Form, including any related support.

"Service Start Date": the day that all elements of the Services have become fully functional and handed over to the Customer ready for use.

2. Terms of Purchase

2.1. These Terms and Conditions shall apply to the subject matter of this Agreement to the entire exclusion of any documentation proposed by the Customer.

2.2. These terms and conditions may be updated by Glide from time to time on prior written notice to the Customer. The Customer's continued use of the Services after such changes have been made will constitute the Customer's acceptance of such changes.

3. Services and changes to the Services and the Agreement

3.1. Subject to compliance by the Customer with its obligations under this Agreement, Glide shall provide the Services to the Customer during the currency of this Agreement with reasonable care and skill.

3.2. Glide's helpdesk will provide reasonable telephone and web support on problems experienced by the Customer in relation to the Services. Requests for advice and assistance can be submitted via Glide's website.

3.3. Glide reserves the right to vary the Services (including any support) at any time. However, Glide will inform the Customer of any material variations where Glide deems it necessary to do so and where reasonably practicable in the circumstances. The Customer's continued use of the Services after such changes have been made will constitute the Customer's acceptance of such changes.

3.4. Provision of the Services is subject to site survey to determine practicability and cost of installation. Excess construction charges may apply, which will be notified to and agreed with the Customer prior to installation. In the event that the Customer does not wish to accept the excess construction charges, this Agreement may be terminated without penalty.

Prices and our ability to provide the services are subject to a site survey having been undertaken. Where one has not been undertaken pre-contract, on confirmation of your order we will arrange for a site survey to be undertaken. We will confirm our ability to provide the services and any additional charges that may be applicable. For example, Excess Construction Charges may apply depending on your proximity to a Glide cabinet or the required location of NTE. Additional costs are subject to your agreement, but if we cannot agree then we may need to cancel this Agreement.

3.5. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 (thirty) days after Glide's notice requesting re-negotiation, Glide may, on a prospective basis after such 30 (thirty) days have elapsed, pass any increased delivery costs on to the Customer.

3.6. If the Customer wishes to cancel this Agreement prior to the Service Start Date, or the Customer unreasonably hinders or delays Glide's attempts to commission the Services (including, without limitation, not responding to Glide's attempts to arrange installation dates or not making the site available for installation) Glide may charge an abort fee representing Glide's reasonable costs incurred in processing the order to the point of cancellation (including any installation costs, failed engineer visit fees, and third party

costs incurred, such as third party leased lines where applicable) (“**Abortive Costs**”).

3.7. Without prejudice to Clause **Error! Reference source not found.**, Glide may cancel this Agreement, and charge Abortive Costs to the Customer, where the Customer does not permit (or otherwise prevents) Glide to commence configuration or installation of the Services within a reasonable period from date of signature.

3.8. Glide may also charge Abortive Costs to the Customer where Customer cancels a scheduled engineer visit with less than 24 hours’ notice.

Where we propose a high level design for the Services at your Sites, we will agree this with you in document form and the Services will be performed in accordance with and subject to any limitations in the high level design document.

We will also provide estimated dates for when we can provide the services. Our typical lead times for activating the services are set out in the Order Form and/or Commercial Proposal (if sent). These are not guaranteed. We will endeavour to achieve the Desired Start Date noted in the Order Form.

4. Term

4.1. This Agreement shall subsist for the Initial Term and continue thereafter until terminated pursuant to Clause 4.2.

4.2. Either party may, taking effect after the end of the Initial Term, terminate this Agreement:

4.2.1. For Broadband products: on giving not less than 30 (thirty) days’ written notice to the other; and

4.2.2. For Leased Line or other products: on giving not less than 90 (ninety) days’ written notice to the other.

4.3. Notice to terminate this Agreement from the Customer should be given by calling Glide’s account team on **0333 380 0143**. Please be aware that terminating this Agreement prior to the end of the Initial Term may incur an Early Termination Charge.

5. Usage

5.1. Improper Use. The Customer shall use reasonable endeavours to ensure that nothing is transmitted by or on behalf of the Customer or using the Customer’s equipment through the Services or downloaded in violation of any applicable law, regulation or treaty or Glide’s Acceptable Use Policy or in breach of the Intellectual Property Rights or other rights of any person. The Customer acknowledges that, by the nature of the Services being provided, information and material downloaded or used by the Customer will be kept, whether permanently or temporarily, on Glide’s equipment. The Customer shall at all times ensure that such information and material complies with the laws of all applicable jurisdictions.

5.2. The Customer shall keep Glide fully and effectively indemnified from and against all losses which Glide may incur or suffer in relation to:

5.2.1. any breach by the Customer of clause 5.1; or

5.2.2. any criminal or civil legal action brought against Glide as a result of Glide’s storage of such information or material.

A breach of clause 5.1 and/or Glide’s Acceptable Use Policy will also be grounds for Glide to terminate this Agreement without notice and with immediate effect, at Glide’s discretion.

5.3. Offending Material. Without prejudice to any of its other rights, Glide shall be entitled to disable the Services or any part of them immediately and without notice or to take such action as it may in its discretion think appropriate to ensure that any

material which Glide in its reasonable opinion considers to offend the principles set out in Clause 5.1 is not capable of being transmitted or downloaded. Glide may also suspend all or part of the Services if ordered to do so by a regulatory or governmental authority having jurisdiction over the subject matter of this Agreement. Glide shall not however be obliged to take, or consider whether it should take, any such action. Glide shall inform the Customer of any such action and the reasons for the same.

5.4. Right to use the Services. The right to use the Services is limited to (i) the Customer, and (ii) the Customer’s members of its staff and others engaged by or visitors to the Customer, for the purpose of performing work for the Customer. The Services may not be resold or assigned by the Customer.

5.5. Bandwidth. The Customer acknowledges that Glide has no direct control over the availability of bandwidth over the entirety of the internet and that while it will use such endeavours as Glide, in its absolute discretion, deems appropriate to facilitate the relevant parts of the Services at all times, Glide shall not be responsible for delays caused by overuse or lack of such bandwidth. When assessing bandwidth, the Customer should always do so from the Ethernet port of Glide’s routing equipment (and not, for the avoidance of doubt, using a wireless device connecting from the wireless port of any such router).

5.6. Acceptable Use Policy. Glide reserves the right to make reasonable amendments to the Acceptable Use Policy from time to time, effective upon notice to the Customer of such amendments.

6. Equipment and Network

6.1. Customer equipment. The Customer must have and must make available to Glide all necessary Customer equipment for which it is responsible, to allow effective installation and continuation of the relevant element(s) of the Services.

6.2. Glide may require access to supply services into Customer building to bring fibre optic cable to the Customer chosen point of service delivery. By entering into this Agreement, Customer certifies that it has the authority to grant, and does grant, permission for Glide to install such services, where required, as chosen by the Customer and agree to having such services installed for the purpose of service delivery and provision. Customer will enter into any separate Permission to Work or Wayleave Agreement reasonably required by Glide.

6.3. To enable Glide to provide the Services, the Customer agrees to abide by Glide’s recommendations and specifications regarding the existence, configuration and maintenance of equipment used by the Customer (if any), the software used by the Customer and cabling required to integrate the Customer’s host or local area network (LAN) into Glide’s wide area network (WAN). The Customer’s equipment must comply with the relevant portions of such recommendations and specifications. Such recommendations and specifications, if any, are given solely for the protection of Glide’s equipment and not the Customer’s, and the Customer may not therefore rely upon such recommendations and specifications in the design, maintenance or service of the Customer’s equipment or systems.

6.4. Third party facilities. It is the sole responsibility of the Customer and not Glide, to provide security in respect of the Customer’s facilities or Customer Premises or the facilities/premises of others. The Customer shall be solely responsible for maintaining user access security and network access.

6.5. Access to facilities and equipment. The Customer shall provide Glide with such access to premises, equipment (including all

Glide equipment which forms part of the Services), software and information as Glide reasonably requires to design, implement, operate, manage and maintain the Services in accordance with the terms of this Agreement.

6.6. Glide Equipment. The Customer is responsible for any Glide equipment located at its premises and will only use the Glide equipment and any associated software in accordance with any instructions and/or software licence provided from time to time. The Glide equipment shall at all times be the property of Glide. The Customer may not add to, modify or in any way interfere with the Glide equipment and Glide will not be liable for any repairs of the Glide equipment other than those arising as a result of its normal and proper use. The Customer will insure any Glide equipment located on its premises from all risks equal to the full replacement value (on a “new-for-old” basis) of such equipment.

6.7. In the event of termination of this Agreement or of any element of the Services, or if Glide has reasonable grounds to believe that the Customer is in material breach of clause 6 and notifies the Customer of the same, the Customer shall ensure that Glide is able, upon reasonable notice and during normal business hours, to access the relevant Customer Premises and remove any relevant Glide equipment, or alternatively that Glide is able, via the Customer or another third party, to regain possession of such Glide equipment.

6.8. Where the Customer is unable to provide (or procure the provision of) access to the relevant Customer Premises, so that Glide is able to remove any Glide equipment pursuant to the foregoing provisions of clause 6.7, at Glide's sole discretion, the Customer shall promptly reimburse Glide for the cost of any such Glide equipment to enable Glide to comply with The Waste Electric and Electronic Equipment (WEEE) Regulations 2013.

6.9. Broadband. Where the Customer has opted for a broadband service, namely FTTP or FTTC, Glide will provide a router to the customer as part of delivery of the service which shall become the property of the customer at point of sale and will not form part of the service obligations for the delivery of broadband services.

7. Relief Events

7.1. Glide shall not be deemed to be in breach of this Agreement or otherwise liable to the Customer as a result of any delay or other failure in the performance of its obligations under this Agreement if and to the extent that such delay or other failure is caused by a Relief Event. In addition, Glide shall be entitled to levy additional reasonable and proportionate charges on a time and materials basis (using our standard rates from time to time) for additional work carried out or materials reasonably required as a result of such a Relief Event. Despite the occurrence of a Relief Event, Glide shall use reasonable endeavours to comply with its obligations under this Agreement and to minimise any delay or disruption which is or may be caused.

7.2. “Relief Event” means any of the following (to the extent that they are not caused by an act or omission of Glide or its sub-contractors): (i) the Customer's non-performance, delayed performance or other breach of its obligations under this Agreement; (ii) failure by the Customer to provide access to relevant premises and/or equipment; (iii) information or data supplied by the Customer being faulty, damaged or incorrectly prepared, including information on which Glide has based its pricing; (iv) the delayed supply or non-supply of information or data from the Customer; (v) errors in programs, coding information or operating instructions supplied by the Customer, including any failure of or defects in the Customer's systems; (vi) any failure by the Customer to obtain all

necessary rights and licences in relation to the Intellectual Property Rights of third parties; (vii) failure or delay by the Customer in providing instructions or approvals in relation to the Services; (viii) changes in instructions or approvals from the Customer once such instructions or approvals have been given; or (ix) any act or omission of the Customer that has a material adverse effect upon the performance by Glide of its obligations under this Agreement.

7.3. The fees shall continue to be payable by the Customer notwithstanding the occurrence of a Relief Event and notwithstanding that Glide is granted relief pursuant to clause 7.1 (provided that such fees will be reduced to reflect any cost not directly incurred by Glide as a result of the Relief Event).

8. Historical Archive and backup

While Glide backs up its server computers as a regular part of its internal systems administration, Glide does not guarantee any storage or back-up of Customer data.

9. Moving premises

9.1. If the Customer intends to move out of the premises to which the Services are provided, it shall notify Glide of such intention as soon as reasonably practicable. Where the Customer moves into new premises to which Glide can (in Glide's sole discretion) provide the Services at the same rates, this Agreement shall remain in place, provided that Glide may charge the Customer a fee for the transfer of the Services to the new premises (including any excess construction charges). Where Glide is unable to transfer the services to a new property (or Customer is unwilling to pay the fee for doing so), Early Termination Charges will apply.

10. Fees

10.1. The Customer shall pay the fees to Glide as specified on the Order Form as at the date of this Agreement. The fees are fixed for the duration of the initial term. Thereafter, the fees may be varied by Glide once per Contract Year at any time on 30 days' notice. If the Customer objects to the increase in fees it may terminate this Agreement under Clause 4.2. The Customer acknowledges: (i) that it has read and agreed the fees on the Order Form; and (ii) that it will be charged for data usage in excess of any applicable data usage limit, at Glide's standard rates from time to time. All fees are exclusive of any applicable VAT which is chargeable in addition at the then current rate.

10.2. The fees for the Initial Term whether paid or payable, are non-refundable (except as set out otherwise in Clause 11.6, in which case the fees for any remaining part of the Initial Term shall be refundable on a pro-rata basis). The fees are independent of the amount of traffic or systems accessed by the Customer, except where explicitly stated to the contrary in this Agreement.

10.3. Glide will invoice and the Customer shall pay:

10.3.1. Glide's set-up fee and any other one-off fees (including any options selected on the Order Form) immediately upon the execution of this Agreement; and

10.3.2. (subject to Clause 10.4) the recurring fee for the first billing period of the Services immediately upon the Service Start Date, and thereafter at the start of each billing period.

10.4. All recurring fees must be paid by direct debit, subject to the Customer passing Glide's standard credit checks. Where a Customer fails Glide's credit checks (in Glides absolute discretion) OR declines to pay by direct debit, Glide will immediately pro-forma invoice the recurring fees annually in advance, and such fees must be paid prior to the Service Start Date.

- 10.5. Glide shall have no obligation to commence the provision of the Services under this Agreement unless and until it has received payment in full of all set up fees and any advance invoiced recurring fees, and may terminate this Agreement immediately on written notice if payment is not received by its due date (and charge Abortive Costs where incurred).
- 10.6. Payment of all invoices is due within 30 (thirty) days from the date of issue of the invoice. The Customer must pay all invoices in full without any set-off, deduction or counterclaim.
- 10.7. Late payment of invoices will result in interest and costs being charged in accordance with the Late Payments Of Commercial Debts Act 1998.
- 10.8. Glide reserves the right to suspend, throttle, or disable all or any part of the Services in the event an invoice remains unpaid by its due date.
- 10.9. An annual account management fee of £72 will be payable unless the Customer elects to pay by direct debit. This management fee will also become payable in the event a previously established direct debit is cancelled and a replacement direct debit mandate is not established.
- 10.10. Where a Customer purchases:
- 10.10.1. a PSTN line (telephone line) from Glide, any call charges made on this line will be payable by the Customer under Glide's standard call rates and charges.
- 10.10.2. a mobile data back up line, any data overage charges will be payable by the Customer under Glide's standard call rates and charges

11. Termination

- 11.1. For non-payment. If any Glide invoice remains unpaid one month after its due date, Glide may without further notification and without prejudice to any other remedy, terminate this Agreement.
- 11.2. For breach. Either party may terminate this Agreement at any time if the other materially breaches this Agreement and in the case of a breach capable of remedy fails to remedy the breach within 30 (thirty) days of a notice requiring the breach to be remedied.
- 11.3. Insolvency. Either party may, without prejudice to any other right or remedy it may have, terminate this Agreement immediately on written notice to the other party where the other party suffers an Insolvency Event.
- 11.4. Wherever Glide has a right to terminate this Agreement, Glide may instead and at its sole discretion suspend, throttle or disable all or any part of the Services.
- 11.5. Customer Delay. Where the Customer has instructed Glide to place the delivery of a service on hold, we Glide will allow this to take place for a period no longer than 90 (ninety) days without, in Glide's reasonable opinion, justification for the delay. However, after a period of 90 (ninety) days of customer delay, Glide will shall have the right to terminate this Agreement with immediate effect. Abortive Costs may be chargeable where incurred.
- 11.6. Termination of this Agreement under this Clause 11 shall not relieve the Customer of its responsibilities under this Agreement.
- 11.7. Early Termination Charges. Where this Agreement is terminated for any reason prior to the end of the Initial Term or without the Customer giving the required notice to terminate (other than where the Customer terminates this Agreement under Clause 11.2 for breach by Glide), Early Termination Charges will be due. Early Termination Charges will be calculated as an amount equal to all fees that would have been

payable by the Customer up to the end of the contracted term of the Agreement, less a percentage discount to reflect saved overheads and any third party costs that can reasonably be avoided. Early Termination Charges shall be invoiced by Glide from the effective date of termination.

12. Service Levels

- 12.1. The Services shall be subject to the Service Level Agreement.
- 12.2. Where Service Credits apply in accordance with Service Levels, the provision of any such Service Credits shall be the sole financial remedy available to the Customer for a breach of the Service Levels. There is no financial remedy available for a breach of the Service Levels except where Service Credits are stated to apply.

13. Network Infrastructure

- 13.1. From time to time Glide may upgrade its network infrastructure. This may require the Customer to upgrade some of its equipment if the Services are to be continued. In that event, the Customer agrees to make within 30 (thirty) days such reasonable upgrades to its hardware or software as Glide's technical staff may from time to time reasonably specify by written notice to the Customer.
- 13.2. Glide shall not be responsible for degradation of or disruption to the Services if the Customer does not make the required upgrade.

14. IP addresses and domain names

- 14.1. Glide will route IP addresses that were previously assigned to the Customer only if those addresses were assigned to the Customer directly and not through another internet service provider. Glide will not be held responsible if other internet service providers refuse to accept these addresses.
- 14.2. Where Glide is required to provide additional IP addresses, Glide shall assign new or additional TCP/IP addresses as requested by the Customer upon being provided with satisfactory documentation justifying the need for those addresses. Such documentation must be in accordance with the policies set forth by Réseau IP Européens ("RIPE").
- 14.3. In certain circumstances, it may be necessary for TCP/IP addresses to be approved by RIPE, and in such cases those addresses are only assigned for the duration of Services and become invalid at such time as Glide no longer provides the relevant Services to the Customer.
- 14.4. When Glide assigns addresses to the Customer, a temporary extension (usually thirty (30) days after the end of the relevant element of the Services) may be granted at Glide's sole discretion. After termination or after such period (if any) those TCP/IP addresses may be reassigned to other customers by Glide. If the Customer wishes to apply for addresses that will subsist beyond the duration of Services, it must do so directly to RIPE. Any decision made by RIPE or by another internet service provider relating to TCP/IP addresses is the responsibility of RIPE or of that other internet service provider and Glide accepts no responsibility for any such decision.
- 14.5. In respect of any actions taken by Glide pursuant to clause 14, Glide may levy additional charges on the Customer as agreed in advance.

15. Limited Warranty

- 15.1. Subject to clauses 3 and 15.4, Glide warrants that the Services will not be substantially different from any written description of the Services previously supplied by Glide to the Customer, including any formal service descriptions sent to the Customer.
- 15.2. Where the Services include a "burstable" element, the provision of the Services beyond the "burstable" bandwidth is

subject to Glide having spare bandwidth available. The Services are subject to any "maximum traffic per service" limits shown on Glide's website from time to time.

15.3. The Customer is responsible for assessing its own communication needs and resilience requirements. The Customer acknowledges and agrees that the Services were not designed with the Customer's individual requirements in mind, and it is the Customer's responsibility to determine whether the Services will meet its needs. Glide makes no warranty as to the value of the Services in the Customer's business or the results to be obtained from the use of the Services. It is the Customer's responsibility to ensure that it has appropriate back-up and resilience measures in place for its business.

15.4. The Customer is solely responsible for the use of any information or other material obtained through the Services. Glide specifically excludes any responsibility or liability for the accuracy or quality of any information obtained through the Services, or that any other material obtained through the Services may be used in any way by the Customer without infringing the rights of any third parties. The Customer further acknowledges that these matters are outside the control of Glide.

16. Limitation of Liability

16.1. To the maximum extent permissible under applicable law, all conditions and warranties in relation to the Services which are not explicitly set out in this Agreement (including any terms which would otherwise be implied by statute or common law) are hereby excluded.

16.2. Subject to clauses 16.1, 16.3, 16.4 and 16.5, the total liability of Glide (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Customer (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with this Agreement shall not exceed, in respect of all events occurring in any Contract Year, the amount paid or payable by the Customer under this Agreement in such Contract Year.

16.3. Glide shall in no circumstances be liable to the Customer, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for loss of business, loss of revenues, loss of profits, loss of opportunity, loss of reputation, loss of data, loss of anticipated savings or wasted expenditure (in each case whether direct or indirect), nor for any indirect or consequential loss whatsoever, nor for the acts or omissions of other providers of telecommunications services or for faults or failures in their apparatus.

16.4. Glide shall in no circumstances (whether before or after termination of this Agreement) be liable to the Customer for any loss of or corruption to data or programs held or used by or on behalf of the Customer and the Customer shall at all times keep adequate backup copies of the data and programs held or used by or on behalf of the Customer.

16.5. Notwithstanding anything to the contrary in this Agreement, Glide's liability to the Customer for:

16.5.1. death or personal injury resulting from the negligence of Glide or its employees, agents or subcontractors, or for fraud;

16.5.2. damage suffered by the Customer as a result of a breach by Glide of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

16.5.3. damage for which Glide is liable to the Customer under Part 1 of the Consumer Protection Act 1987; or

16.5.4. any other matter for which liability cannot be excluded or limited as a matter of applicable law, shall not be limited (save

that nothing in clause 16 shall confer a right or remedy upon the Customer to which the Customer would not be otherwise entitled).

17. General Terms

17.1. Intellectual property. The Customer acknowledges that material of any nature which Glide provides to the Customer, either under this Agreement or otherwise (for example, quotations or other pre-contractual material) may contain materials the Intellectual Property Rights in which are either the property of, or licensed to, Glide. The Customer shall have a limited, personal, revocable and non-exclusive licence to use such materials for the sole purpose of receiving the benefit of the Services. Nothing in this Agreement is intended to confer on the Customer any Intellectual Property Rights in such materials (including any licences) except as explicitly set out in this Agreement.

17.2. Confidential information. The Customer may have or obtain confidential information relating to Glide (which includes but is not limited to information relating to its products, planned products and details of its marketing, support and internal structures, pricing and similar information relating to its suppliers or related products). The Customer agrees that it will use such confidential information solely for the purposes of this Agreement and for evaluating future products or services supplied by Glide, and that it shall not disclose, whether directly or indirectly, to any person any confidential information unless the disclosure is required to carry out this Agreement. Before the Customer makes any disclosure to another person, the Customer must obtain from them a binding commitment to keep that information confidential. That commitment must be at least as effective as this obligation is on the Customer. This clause 17.2 shall not prevent the Customer from disclosing or using any information which is public or becomes public through no fault of the Customer, or to the extent that such disclosure is required by law. For the avoidance of doubt and without limitation, Glide may disclose information relating to this Agreement and the Customer to third parties for the purpose of carrying out its obligations under this Agreement.

17.3. Assignment. The Customer shall not sell, transfer, assign or otherwise deal with its rights or obligations under this Agreement without the prior written consent of Glide. Glide may sub-contract the provision of any part of the Services at its discretion.

17.4. Waiver. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of that or any other right in this Agreement.

17.5. Invalidity. If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining parts of this Agreement will remain in full force and effect.

17.6. Whole Agreement. This Agreement, together with any document expressly referred to in any of its terms, contains the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information or e-mail given by any party shall alter the interpretation of this Agreement. The Customer confirms that, in agreeing to enter into this Agreement, it has not relied on any representation save insofar as the same has expressly in this Agreement been made a representation, and the Customer agrees that it shall have no remedy in respect of any misrepresentation (whether made innocently or negligently) which has not become a term of this Agreement. However, the agreement of the Customer contained in this clause 17.6 shall not apply in respect of any

fraudulent misrepresentation, whether or not the same has become a term of this Agreement.

- 17.7. Notices. Notices sent pursuant to this Agreement shall be in writing and may be delivered by hand or sent by post with hard copy confirmation by post to the recipient at its address shown on the Order Form or at such other address as may be notified in accordance with this clause 17.7 or, in the case of a company, to its registered office. Notices hand delivered shall be deemed received on delivery and those posted on the second working day after they are posted.
- 17.8. Headings. The headings shall be disregarded in construing this Agreement.
- 17.9. Law. This Agreement shall be governed by English law. The parties submit to the non-exclusive jurisdiction of the English courts.
- 17.10. Capacity. Both parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.
- 17.11. Survival. Notwithstanding termination or expiry of this Agreement, all provisions which are expressly or by implication to survive termination of this Agreement (including clauses **Error! Reference source not found.**, 0, 5.1, 6.7, 7, 11.5, 12, 15.3, 15.4, 16 and clause 17 shall continue in force in accordance with their terms.
- 17.12. Force Majeure. Neither party will be liable for any failure (whether complete or partial) or delay in relation to the performance of its obligations (save Customer obligation in respect of payment) under this Agreement where the failure or delay arises from an event beyond the control of the party concerned, including but not limited to acts of God, vandalism or third party damage to communications cabinets, malicious acts of third parties, failure of sub-contractors, delays arising from third party utility providers, inclement weather, flood, lightening or fire, industrial action, epidemic or virus of any kind, act or omission of government, or other competent authority, riot, war or act or omission of any other party for whom that party is not responsible (each an **“Force Majeure Event”**).
- 17.13. Data Protection. The Customer acknowledges that any Customer information (“Data”) collected by Glide in the fulfilment of this Agreement (including but not limited to Data collected during order processing, delivery, installation, support and maintenance of the Service):
- 17.13.1. will be maintained by Glide in its capacity as data controller in respect of such Data for the purposes of applicable data protection legislation.
- 17.13.2. may for the purposes of fulfilling the contract be processed by Glide, its provisioning entities affiliates and agents both within and outside the European Economic Area, and outside the country or countries where the Data is collected.
- 17.14. The Customer is responsible for collecting and maintaining any relevant consents from individuals in this respect.
- 17.15. Glide shall handle all Personal Data in accordance with applicable law and its privacy and retention policies.