

TOTSCO USER AGREEMENT

VERSION 1.~~32~~ - Effective from ~~24 July 2024~~ June 2025

Your agreement with TOTSCO

Your agreement with The One Touch Switching Company Limited (company number 14115273) having its registered office at Gresham House, 5-7 St. Pauls Street, Leeds, England, LS1 2JG (**we, us** and/or **our**) is set out in the following **agreed legal terms** and referenced schedules.

To make this **agreement** easier to understand, words:

- **in bold type** are defined terms. Definitions are set out in paragraph (19) of these **agreed legal terms**; and
- underlined words refer to schedules.

Introduction

Ofcom requires each **communications provider** to comply with **communications law** including the **switching general condition**.

We have been set up by the UK telecoms industry to enable different **communications providers** (or **CPs**) to send **switching messages** to each other to enable **customers** to easily switch their fixed voice and/or broadband service from one **CP** to another **CP** in accordance with the **switching general condition**.

We will operate and provide **you** with access to **Testing hub** for the **term**.

From the **Production Delivery date**, for residential switches we will operate and provide **you** with access to the **Production hub** and provide **Production Services** for the **term**.

If you choose to use us for business switching, from the Business Delivery date we will operate and provide you with access to a business switching hub and provide you with associated services Further details will be provided (through stakeholder engagement and the applicable contract change mechanism) before the Business Delivery date.

This **agreement** sets out the terms for **your** access to, and use of, **our hub** and the **Services**.

Agreed legal terms

1) Who is this agreement between?

- a) This **agreement** is between **you** and **us**.
- b) **You** may enter into this **agreement** on behalf of your **affiliates**, and/or **you** may choose to have one or more **intermediaries** do some of the things required of **you** by this **agreement** or the applicable **Industry Process**. In either case, **you**:
 - i) must follow **our** reasonable instructions and processes relating to use of the **hub** as notified in writing to **you**; and
 - ii) will remain primarily responsible for **your** obligations under this **agreement** and the acts of **your affiliates** and/or **intermediaries**.

2) When does this agreement start?

- a) This **agreement** starts on the date last (e-)signed.
- b) This **agreement** replaces any prior terms.

3) How do you start using our hub?

- a) To begin to use our **hub** you must:
 - i) provide us with reasonably requested information, including details about **your** business and **your business contact personal data**;
 - ii) meet **our** reasonable and proportionate objective criteria (including that each of **you** and/or **your affiliates** requesting a **RCPID** are a **communications provider** required to comply with the **switching general condition**); and
 - iii) complete each stage of technical set-up and testing.

4) RCPIDs, RCPID Directory and ACPID List

- a) **We** will allocate to **you** an **RCPID** for each of **your** retail brands.
- b) **You** do not own **RCPID(s)** and **we** may (acting reasonably and proportionately after consultation with any parties impacted) withdraw, replace or reallocate **RCPID(s)** on written notice of no less than 90 days.
- c) **We** allocate **RCPID(s)** to **you** so that **you** can send and receive **switching messages** in accordance with the **Industry Process**. **We** have no responsibility to **you** if **you** use **RCPID(s)** for any other purpose.
- d) During the **term**:
 - i) **you** will ensure that the information **you** provide to **us** about **you**, **your affiliates** and **your** and their retail brands in the **CP Account Portal** is accurate and up to date;
 - ii) **you** will periodically review the **ACPID List** and:
 - (1) provide **us** with the name(s) of any **CP** providing access to **you** not in the **ACPID List**;
 - (2) tell **us** about errors or omissions in the **ACPID List** that you become actually aware of;
 - iii) **you** grant **us** all **Rights** and consents required for **us** to include and publish information about **you**, **your affiliates** and your and their retail brands and associated **RCPIDs** in the **RCPID Directory**; and
 - iv) **we** will provide you with the ability to periodically download the **RCPID Directory** and the **ACPID List**.

5) What will we do?

- a) For the **term**, **we**:
 - i) grant **you** a non-exclusive, royalty free licence to the **Rights** needed to access and use the **hub** (including the **API**), send and receive **switching messages** and otherwise receive the benefit of the **Services**, with a right to sub-licence **your** rights to **your affiliates** and/or **intermediaries**; and
 - ii) will ensure that **we**, the **hub** and **our** provision of the **Services** comply with **Applicable Law**.
- b) After the **OTS go-live date**, **we** will, using reasonable skill and care, and in accordance with the **Service Levels, Fault Reporting and Support Schedule** provide **you** with the **Services**, support and fault resolution **for residential switches**¹.

¹ Similar provisions to be consulted on which will apply to **business switches** after the **Business Delivery date**.

6) What must you do?

- a) During the **term**, you must:
 - i) comply with the **Acceptable and Fair Use Policy**;
 - ii) ensure that **you, your** use of the **hub** and the **Services** comply with **Applicable Law**;
 - iii) provide **us** with accurate and truthful information **we** reasonably request to bill you; and
 - iv) notify us if **you** and/or **your affiliates** stop being a **communications provider** required to comply with the **switching general condition**.
- ~~b)~~ Prior to the **Business Delivery date**, ~~if you choose to use our hub and/or Services for business switches (including testing and/or trialling business switches) you must follow our reasonable instructions and processes for use of the hub and Services prior to OTS Go-Live Date and/or for testing as notified in writing to you.~~
- ~~b)c)~~ You should notify us in the CP Account Portal if you wish to use our hub and Services for business switches.
- ~~d)~~ For the **term**, you must:
 - i) for **residential switches** made using our **Production hub**, follow the **OTS Industry Process**.
- ~~d)e)~~ If **you** choose to use **our hub** for **business switches** you must:
 - i) for **business switches**, follow the **Business Customer GPL Process**.

7) How much, and how must you pay us?

- a) **Our charges** are set out in the **Price List**.
- ~~b)~~ We may update our **charges** by publishing an updated **Price List** on our website. We will always give **you** at least 90 days' advance notice of any changes to our **charges** (including the structure of **charges**).
- ~~b)c)~~ At least 30 days (but we will try to provide as much notice as we can) before the **Business Delivery date**, we will publish our **charges for business switches**, which will then be incorporated into our **Price List** and be payable by **you** if you have elected (in accordance with clause 6(c)) to use us for **business switches**.
- ~~d)~~ We will invoice **you**, and **you** will pay us, in accordance with the **Price List** and the **Billing and Payment Process**.
- ~~d)e)~~ If **you** do not pay our invoices on the **due date**, then:
 - i) first, the non-payment provisions of the **Billing and Payment Process** will be followed; and
 - ii) after following the **Billing and Payment Process**, we may ultimately suspend **your** access to the **hub** (either as a **Gaining Provider**, or entirely) until **you** have paid all outstanding invoices, interest and **our** reasonable collection costs in full.

8) Governance and change control

- a) Before the ~~OTS go-live~~ **Business Delivery date**, we may vary this **agreement** and/or the **schedules** (including publishing new **schedules applicable to business switches**) with respect to **business switches** (but not **residential switches**) if the variation or new **schedule** has been approved by our board and we have given **you** at least 30 days' advance notice, always provided that if **you** object to **our** changes you may cease using us for business switches. ~~terminate this agreement on written notice to us.~~
- ~~b)~~ After the **OTS go-live date**, Subject to clause 8a), We may vary this **agreement** and/or the **schedules** by:
 - i) publishing **our** proposed changes to impacted **hub** users for a consultation period of not less than 21 days;

- ii) duly considering any representations made by impacted **hub** users in response to **our** consultation;
- iii) obtaining the approval of **our** board for proposed changes (including any modifications made in light of consultation representations); and
- iv) providing **you** with at least 90 days' notice of the changes approved by our board.
- c) Acting reasonably, proportionately and providing as much notice (which may be none) as possible in the circumstances, **we** may make emergency changes to this **agreement**, the **schedules**, the **Services** and/or the **hub** on shorter notice if:
 - i) directed to do so by **Ofcom**, **ICO** or other government regulator or agency with legal authority; and/or
 - ii) required to prevent a substantial risk of consumer harm.
- d) Provided that the change has no adverse impact on **you** or **your use** of our **hub** and **Services**, **we** may:
 - i) maintain and patch our **hub**;
 - ii) make improvements to our **Services** and/or **hub** on 30 days' notice.

9) Our other responsibilities

- a) During the **term**, **we** will publish and, from the **Production Delivery date** follow [for residential switches²](#), policies relating to:
 - i) **Security**
 - ii) **Disaster recovery and resilience**
- ii)b) [During the Term, we will publish and follow policies relating to:](#)
 - iii)i) **Anti-Bribery**
 - iv)ii) **Anti-Modern Slavery**

10) How is personal data protected?

- a) **You** are the **data controller** of **your customers' personal data**.
- b) If **we** or our **technology supplier** process **your customers' personal data**, **we** will do so as **data processor** in accordance with the obligations in the **Data Protection Schedule**.
- c) Both **we** and **you** collect and process **personal data** about the other's **business contacts** as **data controllers**.
- d) **We** and **you** will each comply with **data protection law**.

11) What switching metadata do we collect, analyse and report?

- a) In accordance with the **Analytics, Reporting and Metadata Access Control Schedule**, **we** will:
 - i) collect, analyse and report **switching metadata** about **your** and other CPs' use of the **hub**; and
 - ii) control and restrict access to **switching metadata**.

12) (Intellectual Property) Rights

- a) **We** will ensure that:
 - i) **we** are able to grant **you** the licence to the **Rights** described in paragraph (5)a)i); and
 - ii) **your** (and your **affiliates'** and **intermediaries'**) use of the **hub** and the **Services** to send and receive **switching messages** in accordance with this **agreement** does not infringe any **Rights** owned by any third party, always provided that **we** are not responsible for

² [Similar provisions to be consulted on which will apply to **business switches** after the **Business Delivery date**.](#)

the content of any **switching messages** or any third party claims in respect of **switching messages'** content.

- b) If any **claim** is brought against **you** and/or **your affiliates** by a third party that **your** use of the **hub** and/or the **Services** (but not a **claim** in relation to **switching message** content) infringes their **Rights**, **we** will **indemnify you** in respect of **your** losses directly arising from such **claim**.
- c) If any **claim** is brought against **us** by a third party that the content of **switching message** sent by **you** infringes their **Rights**, **you** will **indemnify us** in respect of **our** losses directly arising from such **claim**.
- d) The **indemnities** in paragraphs 12)b)and 12)c) are conditional on the **indemnified** party:
 - i) providing the **indemnifying** party with written notice (including details) of such **claim** without undue delay;
 - ii) not making any admission of liability, agreement or compromise in relation to the **claim** which may be prejudicial to the defence or settlement of that **claim** without the **indemnifying** party's prior written consent (not to be unreasonably withheld or delayed);
 - iii) handing over the conduct and defence of the **claim** to the **indemnifying** party; and
 - iv) providing the **indemnifying** party (at the **indemnifying** party's cost) with all reasonable assistance for the purpose of contesting any **claim**.

13) When are we each liable to each other and how is liability excluded and/or limited?

- a) Except for the things specifically set out in this **agreement**, neither **you** nor **we** make any promises nor commit to do anything.
- b) **We** are excused from the performance of **our** obligations under this **agreement** to the extent that, and for the time that, **we** cannot perform them because of **force majeure**. If this happens, **we** will notify you of the **force majeure** event, the impact on the **hub** and/or **Services** and **our** plan to mitigate the impact and restore **Services** as soon as reasonably possible.
- c) Neither **we** nor **you** limit our respective liability to the other for matters that cannot legally be limited including:
 - i) causing death or injury to any person as a result of negligence; and/or
 - ii) fraud or fraudulent misrepresentation.
- d) **We** and **you** will not be responsible to the other for the economic and/or indirect consequences (such as loss of customers, revenue, profit, data and/or reputation) if **we** or **you** breach this agreement and/or do something wrong, even if **we** or **you** are negligent.
- e) Except for the indemnities and liabilities expressly dealt with in paragraph 13)f) and subject to paragraphs 13)c) and 13)d) the annual aggregate liability of **us** and **you** to the other arising under or in connection with this **agreement** including liability for breach of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise (but not **your** obligation to pay **our charges**) is limited to the **Liability Cap**.
- f) Subject to paragraphs 13)c), 13)d) and 13)e) **our** liability to **you** in respect of each specific indemnity and/or liability specified in the first column of the **Indemnity and Liability Limit Table** below is limited to the amount specified in the second column of the **Indemnity and Liability Limit Table** below:

Specified Indemnity and/or Liability	Indemnity and/or Liability Limit
contractual damages for breach of the requirement to comply with Applicable Law set out in paragraph (5)a)ii)	<p>If we are able to pass through and recover your claim for contractual damages from our technology supplier, our liability to you is limited to the amount we recover from our technology supplier. Our potential recovery from our technology supplier is unlimited.</p> <p>If we are not able to pass through and recover your claim for contractual damages from our technology supplier, our liability to you is limited to (and is included within) the annual aggregate Liability Cap.</p>
Our (intellectual property) Rights indemnity to you set out in paragraph (12)	If we are able to pass through and recover your indemnity claim from our technology supplier , our liability to you is limited to the amount we recover from our technology supplier . Our potential recovery from our technology supplier is unlimited.

	<p>If we are not able to pass through and recover your indemnity claim from our technology supplier, our liability to you is limited to (and is included within) the annual aggregate Liability Cap.</p>
<p>Contractual damages for breach of the confidentiality obligations set out in paragraph (16)</p>	<p>If we are able to pass through and recover your claim for contractual damages from our technology supplier, our liability to you is limited to the amount we recover from our technology supplier. Our potential recovery from our technology supplier is unlimited.</p> <p>If we are not able to pass through and recover your claim for contractual damages from our technology supplier, our liability to you is limited to (and is included within) the annual aggregate Liability Cap.</p>
<p>The data protection indemnity set out in the Data Protection Schedule</p>	<p>If we are able to pass through and recover your indemnity claim from our technology supplier, our liability to you is limited to the amount we recover from our technology supplier in respect of your loss. Our potential recovery from our technology supplier is capped to the lower of £25 million and 150% of the amount we have paid our technology supplier.</p> <p>If we are not able to pass through and recover your indemnity claim from our technology supplier, our liability to you is limited to (and is included within) the annual aggregate Liability Cap.</p>

- g) In relation to each claim listed in the second column of paragraph 13)f), **we** will seek to maximise **our** recovery from **our technology supplier**.

14) How long does this agreement last?

- a) This **agreement** continues for an initial term from the day it starts until 31 December 2029.
- b) After the initial term, this **agreement** then continues in force for further additional terms of one year until either **you** or **we** end this **agreement** by giving the other advance written notice of at least nine months.

- c) **We** may (acting reasonably and without undue delay) agree to **your** written request to end this **agreement** early if **you**:
 - i) undergo a corporate change or exit the UK telecoms market; or
 - ii) enter into a contract for access to **our Services** with an approved **intermediary** (i.e. a '*TOTSCO ready*' managed access provider).
- d) **We** may terminate this **agreement** by 30 days' written notice to **you** if **you** are not, or cease to be, a **communications provider** subject to the **switching general condition**.
- e) Either **you** or **we** may end this **agreement** by written notice to the other if:
 - i) the other commits a **material breach**, which if capable of remedy has not been remedied within 30 days' of written notice of breach;
 - ii) the other becomes **insolvent**;
 - iii) **force majeure** prevents or materially adversely impacts provision of the **Services** being delivered or received for more than six consecutive months; and/or
 - iv) told to by **Ofcom, ICO** or other government regulator or agency with legal authority.
- f) If this **agreement** ends, **we** and **you** each remain responsible for our acts and obligations which have accrued before it ends.
- g) **You** are not entitled to a refund of any **charges** following termination (even if you have ceased using the **hub**).

15) When can we suspend your access to the hub?

- a) Subject to paragraphs 15)c) and 15)d), **we** will only suspend **your** access to the **Production hub** after exhausting other remedies available to **us**.
- b) If **we** suspend **your** access to the **Production hub**, **we** will:
 - i) where possible, provide **you** with advance written notice;
 - ii) limit the suspension to the extent and duration required to address the particular issue(s) entitling **us** to suspend **your** access; and
 - iii) seek to restore **your** access as soon as the reason for imposing **your** suspension has ended.
- c) If **we** are entitled to end this **agreement** in accordance with paragraph 14)e), **we** may instead suspend **your** access to the **Production hub** (either as a **Gaining Provider**, or entirely).
- d) **We** may suspend **your** access to the **Production hub** if:
 - i) **you**, or **your** actions, breach the **Acceptable and Fair Use Policy**, adversely impact the functioning of the **hub** and/or the **Services** received by other **CPs** and/or may give rise to a substantial risk of consumer harm; and/or
 - ii) we are told to by **Ofcom, ICO** or other government regulator or agency with legal authority.
- e) **We** may suspend or terminate **your** access to the **Testing hub** at our reasonable discretion.

16) What do we each keep secret?

- a) **We** and **you** will each keep the **Confidential Information** of the other secret and hold in confidence using no less than a reasonable degree of care to prevent unauthorised disclosure.
- b) **You** may share and/or use **our Confidential Information**:
 - i) in confidence, with **your affiliates, intermediaries, and your and your affiliates'** employees, directors, officers and professional advisors, provided that **you** remain responsible for their compliance with these confidentiality obligations;
 - ii) in relation to discussions with **us, Ofcom, ICO** and/or other **CPs**;
 - iii) in relation to **our** governance; and/or

- iv) as otherwise required by **Applicable Law** or listed company rules.
- c) **We** may share and/or use **your Confidential Information**:
 - i) as required to provide **you** with access to the **hub** and the **Services** and to perform our obligations under this **agreement**;
 - ii) with **Ofcom** in accordance with the **Analytics, Reporting and Metadata Access Control Schedule**;
 - iii) with the **technology vendor** and our other sub-contractors, subject to **us** ensuring that **our technology vendor** and our other sub-contractors will keep **your Confidential Information** confidential and secure on terms no less onerous than the terms of these confidentiality obligations;
 - iv) in confidence, with **our** employees, Independent Directors, officers and professional advisors, provided that **we** remain responsible for their compliance with these confidentiality obligations; and
 - v) as otherwise required by **Applicable Law**.

17) What happens if we disagree?

- a) If **you** do not pay **us**, after **we** have followed the steps in the **Billing and Payment Process**, **we** may recover **your** debt to **us** in the courts.
- b) **Service** disputes should be resolved through the process in **Service Levels, Fault Reporting and Support Schedule**.
- c) If **you** are unhappy with our service or wish to raise any issues with **us**, in the first instance please discuss with **us** informally to see if the matter can be resolved amicably.
- d) If the processes set out in paragraphs 17)a), 17)b) and 17)c) do not resolve the issue:
 - i) **you** should send **us** a written **Dispute Notice** setting out:
 - (1) the facts of the dispute;
 - (2) the basis on which **you** say the dispute should be resolved; and
 - (3) your proposed resolution;
 - ii) within 28 days of receipt of a **Dispute Notice**, **we** will reply to **your Dispute Notice** setting out **our** reply (**Dispute Reply**);
 - iii) **you** and **we** will then arrange a meeting between **your** and **our** executives not directly involved in the dispute to in good faith seek resolution of the dispute;
- e) Subject to **our** right to recover debts via the courts, if the process set out in paragraph 17)d) does not resolve the dispute within 28 days of the **Dispute Reply**, **we** and **you** agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between **you** and **us** within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation **we** or **you** must give notice in writing to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the referral. Except for **our** collection of unpaid **charges**, no party may commence any arbitration in relation to any dispute arising out of this **agreement** until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- f) Subject to **our** right to recover debts via the courts, if the process set out in paragraph 17)e) does not resolve the dispute, it shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this paragraph. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England.

18) Other standard terms

- a) This **agreement** is between **you** and **us** and no-one else can enforce it. However, **you** may recover losses suffered by your **affiliates** and **intermediaries** as if those losses are your losses, subject to the limits and exclusions of liability set out in this **agreement**.
- b) Notices should be sent in writing by email or post, but not by fax. **You** may send notices to **our** registered address or legal@totsco.org.uk (or such other address or email we notify you of from time to time). **We** will send notices to **your** registered address or the email **you** registered with us during onboarding (as updated from time to time).
- c) **We** and **you** have a contractual relationship, but not a partnership or agency.
- d) Non-enforcement does not waive any contractual rights. Any waiver of contractual rights shall be in writing and shall only apply to the matters specified in the waiver.
- e) This **agreement** is subject to English law and, subject to paragraph 17), the exclusive jurisdiction of the English courts.
- f) **You** may assign the benefit (and **we** will permit **you** to novate the burden) of this **agreement** on the sale of all, or substantially all, of **your** fixed voice and/or broadband business by notifying **us** in writing.
- g) **We** may assign the benefit and novate the burden of this **agreement** to any organisation capable of fulfilling our responsibilities and which replaces **us**, by notifying **you** in writing.
- h) Rights and remedies stated under this **agreement** shall be cumulative and without prejudice to any other rights and remedies available to a party under this **agreement** or at law.

19) What do words mean in this agreement?

- a) In this **agreement** the following words have the following meanings:

<u>Acceptable and Fair Use Policy</u>	the acceptable and fair use requirements on you and other hub users set out in <u>schedule F</u>
ACPID	access communications provider identification, being an identifier of a CP providing access to other CP(s)
ACPID List	a list of access CPs and their associated ACPIDs
affiliate	in relation to any entity, other entities controlling, controlled by, or under common control with such entity
agreed legal terms	these paragraphs (1)-(19)
agreement	the agreed legal terms and <u>schedules</u> , each as updated from time to time
<u>API</u>	the application programming interface(s) for access to the message exchange platform and to use the Services as published and updated by us
Applicable Law	in relation to each party, the law, statutes, regulations, court orders, or court judgements, directions, policies, rules, codes, requirements or orders of any competent authority, legally binding industry codes applicable to each such party, including all applicable communications law and data protection law
<u>Billing and Payment Process</u>	the billing and payment process set out in <u>schedule H</u>

business contact	a natural person working for you, us , other CPs and/or the technical supplier
Business Customer GPL Process	the process for business customer gaining provider led switching published and updated on our website
Business Delivery date	for the purposes of this agreement, the date that we notify to you in writing
business switch	a change of CP supplier to a business customer subject to the switching general condition
business-switching go-live date	for the purposes of this agreement, the date that we tell you
charges	the charges for on-boarding, access to the hub and the Services as set out in the Price List
communications law	communications law in the UK, including current versions of the Communications Act 2003 and the General Conditions of Entitlement
communications provider or CP	as defined in communications law
Confidential Information	all information (however recorded or preserved) disclosed by a party or its affiliates , intermediaries, employees, consultants, officers, representatives, advisers, agents or sub-contractors to the other party in connection with this agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure, including all information relating to customers and/or switching metadata
control	a direct or indirect ownership interest of more than 50% or any other relationship which allows one entity directly or indirectly to materially direct or influence the actions of another
customer	the ultimate customer for a fixed voice or broadband service provided by a CP
CP Account Portal or CAP	the CP account portal and associated systems and software used to provide account management functionality to CPs
data controller	as defined in data protection law
data processor	as defined in data protection law
data protection law	data protection law in the UK, including the current versions of UK retained GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003
Data Protection Schedule	the data protection requirements set out in schedule I
Dispute Notice	as set out in paragraph 17)d)

Dispute Reply	as set out in paragraph 17)d)ii)
due date	in relation to each invoice we send you , the date such invoice is due for payment
force majeure	the occurrence of event(s) outside our reasonable control
Gaining Provider	as defined in the applicable Industry Process
hub	the software hardware, systems and network (including the Message Exchange Platform and the CP Account Portal) we use to provide Services to you
ICO	Office of the Information Commissioner (or its replacement)
indemnify, indemnity and indemnified	in respect of any third party claim, indemnify and hold harmless, including for reasonable legal costs
Indemnity and Liability Limit Table	the table set out in paragraph (13)f)
Independent Director	as defined in our articles of association
Industry Process	for residential switches , the OTS Industry Process and for business switches the Business Customer GPL Process
insolvent	<p>in relation to a party, if such party:</p> <p>(a) suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;</p> <p>(b) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;</p> <p>(c) has a petition filed, a notice given, a resolution passed, or an order is made for or in connection with the winding up of that party other than for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies, or the solvent reconstruction of that other party;</p> <p>(d) has an application made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed;</p>

	<p>(e) has the holder of a qualifying floating charge over any of the assets of that party become entitled to appoint or has appointed an administrative receiver;</p> <p>(f) has a person become entitled to appoint a receiver over any of the assets of such party or a receiver is appointed over any of the assets of such party;</p> <p>(g) has a creditor or encumbrancer attach or take possession of, or a distress, execution, sequestration or other such process levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; and/or</p> <p>(h) has any event occur, or proceeding is taken, with respect to such party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events listed above</p>
intermediary	a third party to whom you or your affiliate have sub-contracted the performance of some or all of your obligations under this agreement
Liability Cap	in aggregate in each calendar year, 100% of the charges payable by you to us in such calendar year
material breach	a material breach of this agreement which is not capable of remedy or (if remediable) is not remedied within 30 days of notification of breach
Message Exchange Platform or MXP	the message exchange platform and associated systems and software used to route switching messages from one CP to another CP
Ofcom	Office of Communications (or its replacement)
OTS go-live date	for the purposes of this agreement , the date that we notify to you in writing
<u>OTS Industry Process</u>	the process for residential customer switching published and updated on our website
payload	in relation to each switching message the information contained in the JSON payload of such switching message as further specified in the API
personal data	as defined in data protection law
<u>Price List</u>	our price list setting out the charges, published and updated on our website
Production	the production instance of our CAP and MXP and the Services provided using such instance for residential switches
Production Delivery date	for the purposes of this agreement , the date that we notify to you in writing

RCPID	retail communications provider identification, being a unique identifier of a retail brand operated by a CP
RCPID Directory	the directory of retail brands and associated RCPIDs
residential switch	a change of CP supplier (to a residential customer) subject to the switching general condition
Rights	intellectual property rights including copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in the United Kingdom
schedules	the documents or schedules referred to in this agreement as amended from time to time
<u>Service Levels, Support and Fault Reporting Process</u>	the service levels, support and fault reporting process for the Services set out in <u>schedule D</u>
Services	the ability for you to: <ul style="list-style-type: none"> (a) send and receive switching messages to and from other CPs; (b) access and use your area of the CP Account Portal; and (c) download the RCPID Directory and the ACPID List
switching general condition	General Condition C7
switching messages	messages sent between CPs in accordance with the applicable Industry Process using the hub
switching metadata	data about switching messages sent via our Production message exchange platform (but not the personal data in such switching messages)
Testing	instances/versions of our CAP and MXP (and other software) that are not Production instances/versions. Testing instances/versions include those used for integration testing and the test harness
technology supplier	the supplier of the hub and associated services

term	the term of this agreement , being the period between the date it starts and the date it ends in accordance with paragraph 14)
we or us	the One Touch Switching Company Limited, and our shall be interpreted accordingly
you	the legal entity e-signing this agreement, and your shall be interpreted accordingly

- b) References to “include” or “including” are construed as being without limitation.
- c) References to a particular **Industry Process** or **Applicable Law** or provision of **Industry Process** or **Applicable Law** shall be construed as a reference to such **Industry Process** or **Applicable Law** or provision as amended and in force from time to time and to any **Industry Process** or **Applicable Law** which replaces, re-enacts or consolidates (with or without modification) any such **Applicable Law**.
- d) Use of the singular includes the plural and vice versa.
- e) References to a party includes the party’s permitted successors and assigns.

Signed for and on behalf of **The One Touch Switching Company Limited**,
 with its registered office at Gresham House, 5-7 St Pauls Street, Leeds LS1 2JG,
 registered company number 14115273

Name of authorised signatory: [Docusign field, TOTSCo signatory]
 Position of authorised signatory: [Docusign field, TOTSCo signatory]
 E-signature: [Docusign field, TOTSCo signatory]
 Date of e-signature: [Docusign field, TOTSCo signatory]

Signed for and on behalf of [Insert CP full legal name]
 with its registered office at [Insert CP registered office]
 registered company number [Insert CP registered number]

Name of authorised signatory: [Docusign field, CP signatory]
 Position of authorised signatory: [Docusign field, CP signatory]
 E-signature: [Docusign field, CP signatory]
 Date of e-signature: [Docusign field, CP signatory]

List of Schedules and Policies

Reference	Document
A	OTS Industry Process (residential switches)
B	Business Customer GPL Process (business switches)
C	API
D	Service Levels, Fault Reporting and Support Schedule
E	Analytics, Reporting and Metadata Access Control Schedule
F	Acceptable and Fair Use Policy
G	Price List
H	Billing and Payment Process
I	Data Protection Schedule
J	TOTSCo Security Policy
K	TOTSCo Disaster Recovery and Resilience Policy
L	TOTSCo Anti-Bribery Policy
M	TOTSCo Anti-Modern Slavery Policy