

## TOTSCO MAP Agreement VERSION 1.5 - Effective from [date]

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 clause (1); 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 access to the **Production hub** and provide **Production Services** for the **term**.

**CPs** may contract with us directly by entering into our standard **User Agreement**. The **User Agreement** allows **CPs** to subcontract the performance of some of their obligations to a third-party intermediary (which includes **MAPs**), but **CPs** remain primarily responsible for their obligations to **us** including how they use **our hub** and for paying our **charges**.

There are a range of potential **managed access providers** business models including providing to **CPs**:

- A) a platform, software and/or services, but who do not interface and/or interact with **us** in their own name (**In-sourced MAP**). In these circumstances:
  - a. the **CP** will need to enter into a standard **User Agreement** with **us**;
  - b. the **CP** should have a direct contract with the **MAP**; and
  - c. if the **IN-sourced MAP** wishes to use the '**TOTSCO Ready**' mark, the **In-sourced MAP** may choose to enter into this **agreement** with **us**.
- B) a platform, software and/or services and who interface and/or interact directly with **us** in their own name on behalf of the **CP** customers, but do not assume contractual or billing responsibility to **us** for their **CP** customers (**Technical MAP**). In these circumstances:
  - a. the **CP** will need to enter into a standard **User Agreement** with **us**;
  - b. the **CP** should have a direct contract with the **Technical MAP** for the services provided to the **CP** by the **Technical MAP**; and
  - c. the **Technical MAP** will need to enter into this **agreement** with **us**.
- C) a platform and software together with associated technical, testing, production, billing and support services, and who also take contractual and billing responsibility for their **CP** customers (**Full Management MAP**). In these circumstances:

- a. the **CP** has no contract with us;
- b. the **CP** should have direct contract(s) with the **Full Management MAP** addressing both:
  - i. the service provided by the **Full Management MAP** to the **CP**; and
  - ii. the terms we require the **Full Management MAP** to pass-through to its **CP** customers; and
- c. the **Full Management MAP** will need to enter into this **agreement** with **us**.

This **agreement** enables **you** to operate as one and/or any combination of an **In-sourced, Technical** and/or **Full Management MAP**.

This **agreement** is in three parts:

*PART I – GENERAL TERMS:* This part set outs the terms that apply to all **MAPs**.

*PART II – TECHNICAL MAP TERMS:* This part set outs the additional terms (to the PART I – GENERAL TERMS) that apply when **you** operate as a **Technical MAP**.

*PART III – FULL MANAGEMENT MAP TERMS:* This part set outs the additional terms (to the PART I – GENERAL TERMS and the PART II – TECHNICAL MAP TERMS) that apply when **you** operate as a **Full Management MAP**.

For the avoidance of doubt:

- If **you** do not act as a **Technical MAP** or a **Full Management MAP** Part II of this **agreement** does not apply to **you**. Part II of this **agreement** applies only to **your** activities as a **Technical MAP** and as a **Full Management MAP**.
- If **you** do not act as a **Full Management MAP** Part III of this **agreement** does not apply to **you**. Part III of this **agreement** applies only to **your** activities as a **Full Management MAP**.

## PART I – GENERAL TERMS

### 1) What do words mean in this agreement?

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

<b>ACPID</b>	access communications provider identification, being an identifier of a <b>CP</b> providing access to other <b>CP(s)</b>
<b>ACPID List</b>	a list of access <b>CPs</b> and their associated <b>ACPIDs</b>
<b>Acceptable and Fair Use Policy</b>	the acceptable and fair use requirements on <b>CPs</b> and other <b>hub</b> users (including <b>MAPs</b> ) set out in <b>schedule F</b>
<b>affiliate</b>	in relation to any entity, other entities <b>controlling, controlled</b> by, or under common <b>control</b> with such entity
<b>agreement</b>	this agreement, including its <b>schedules</b>
<b>API</b>	the application programming interface(s) for access to the <b>message exchange platform</b> and to use the <b>Services</b> as published and updated by <b>us</b>
<b>Applicable Law</b>	the law, statutes, regulations, court orders, or court judgements, directions, policies, rules, codes, requirements or orders of any competent authority, legally binding industry codes including all applicable communications law, privacy laws and anti-financial crime laws applicable to an entity or activity (as the context requires)
<b>Brand Guidelines</b>	The brand guidelines for use of the Mark and references to TOTSCo set out in <b>schedule N - TOTSCo Ready Mark Brand Guidelines</b>
<b>business contact</b>	a natural person working for <b>you, us, CPs</b> and/or the <b>technical supplier</b>
<b>Business Customer GPL Process</b>	the process for business customer gaining provider led switching published and updated on <b>our</b> website
<b>business switch</b>	a change of <b>CP</b> supplier to a business <b>customer</b> subject to the <b>switching general condition</b>
<b>charges</b>	the charges to <b>Full Management MAPs</b> for on-boarding, access to the <b>hub</b> and the <b>Services</b> as set out in the <b>Full Management MAP Price List</b>
<b>claim</b>	a claim by a third party of an infringement of their <b>Rights</b> and/or for breach of contract and/or breach of duty (both statutory and/or non-statutory)
<b>communications law</b>	communications law in the UK, including current versions of the Communications Act 2003 and the General Conditions of Entitlement as defined in communications law
<b>communications provider or CP</b>	
<b>Confidential Information</b>	all information (however recorded or preserved) disclosed by a party or its <b>affiliates</b> , intermediaries, employees, consultants, officers, representatives, advisers, agents or sub-contractors to the other party in connection with this <b>agreement</b> 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 <b>your CP</b> customers and their <b>customers</b> and/or <b>switching metadata</b>
<b>control</b>	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

<b>customer</b>	the ultimate customer for a fixed voice or broadband service provided by a <b>CP</b>
<b>CP Account Portal or CAP</b>	the <b>CP</b> account portal and associated systems and software used to provide account management functionality to <b>CPs</b> . The same portal is used to provide account management functionality to <b>MAPs</b>
<b>data controller</b>	as defined in data protection law
<b>data processor</b>	as defined in data protection law
<b>data protection law</b>	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
<b>Data Protection Schedule</b>	the data protection requirements set out in <b><u>schedule I</u></b>
<b>Dispute Notice</b>	as set out in clause 11)b)
<b>Dispute Reply</b>	as set out in clause 11)b)ii)
<b>due date</b>	in relation to each invoice <b>we</b> send <b>you</b> , the date such invoice is due for payment
<b>force majeure</b>	events outside the reasonable control of the party affected
<b>Full Management MAP</b>	as described in the introduction
<b>Full Management MAP Billing and Payment Process</b>	the MAP billing and payment process set out in <b><u>schedule H</u></b>
<b>Full Management MAP Price List</b>	<b>our</b> Full Management MAP Price List setting out our charges initially set out in <b><u>schedule G</u></b> , then as notified to <b>you</b> in writing from time to time
<b>Full Management Service Levels, Support and Fault Reporting Process</b>	the service levels, support and fault reporting process for the <b>hub</b> and the <b>Services</b> set out in <b><u>schedule D</u></b>
<b>Gaining Provider</b>	as defined in the applicable <b>Industry Process</b>
<b>hub</b>	the software hardware, systems and network (including the <b>Message Exchange Platform</b> and the <b>CP Account Portal</b> ) <b>we</b> use to provide <b>Services</b> to <b>you</b>
<b>ICO</b>	Office of the Information Commissioner (or its replacement)
<b>In-sourced MAP</b>	as described in the introduction
<b>indemnify, indemnity and indemnified</b>	in respect of any <b>claim</b> , indemnify and hold harmless, including for reasonable legal costs
<b>Indemnity and Liability Limit Table</b>	the table set out in clause (8)
<b>Independent Director</b>	as defined in <b>our</b> articles of association
<b>Industry Process</b>	for <b>residential switches</b> , the <b><u>OTS Industry Process</u></b> and for <b>business switches</b> the <b><u>Business Customer GPL Process</u></b>
<b>insolvent</b>	in relation to a party, if such party:

	<ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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</li> <li>(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</li> </ul>
<b>intermediary</b>	a party to whom a <b>CP</b> has sub-contracted the performance of some or all of its obligations under the <b>User Agreement</b>
<b>Liability Cap</b>	in aggregate in each calendar year, 100% of the charges payable by <b>you to us</b> in such calendar year
<b>Liability Ceiling</b>	£7,500,000 (seven million five hundred thousand pounds) per calendar year
<b>Losing Provider</b>	as defined in the applicable <b>Industry Process</b>
<b>Mark</b>	the “ <i>TOTSCo ready</i> ” Mark set out in <b>Schedule N - TOTSCo Ready Mark Brand Guidelines</b>
<b>Managed Access Provider or MAP</b>	as described in the introduction
<b>material breach</b>	a material breach of this <b>agreement</b> which is not capable of remedy or (if remediable) is not remedied within 30 days of notification of breach. <b>Your</b> non-payment of invoices, misuse of the <b>Mark</b> and/or failure to comply with the requirements set out in clauses 14 and 15 shall all be deemed an irremediable material breach.

<b>Message Exchange Platform or MXP</b>	the message exchange platform and associated systems and software used to route <b>switching messages</b> from one <b>CP</b> to another <b>CP</b> (including via a <b>Fully Managed MAP</b> )
<b>Ofcom</b>	Office of Communications (or its replacement)
<b>OTS Industry Process</b>	the process for residential customer switching published and updated on <b>our</b> website
<b>payload</b>	in relation to each <b>switching message</b> the information contained in the JSON payload of such <b>switching message</b> as further specified in the <b>API</b>
<b>personal data</b>	as defined in <b>data protection law</b>
<b>Production</b>	the production instance of <b>our CAP</b> and <b>MPX</b> and the <b>Services</b> provided using such instance for <b>residential switches</b> and <b>business switches</b>
<b>Production Delivery date</b>	for the purposes of this <b>agreement</b> , the date that <b>we</b> notify to <b>you</b> in writing
<b>production hub</b>	the instance of <b>our hub</b> that will be used to provide <b>Services</b>
<b>RCPID</b>	retail communications provider identification, being an unique identifier of each retail brand operated by <b>your CP</b> customers
<b>RCPID Directory</b>	the directory of retail brands and associated <b>RCPIDs</b>
<b>residential switch</b>	a change of <b>CP</b> supplier to a residential <b>customer</b> subject to the <b>switching general condition</b> and <b>business switching</b> shall be construed accordingly
<b>Rights</b>	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
<b>schedules</b>	the documents or schedules referred to in this <b>agreement</b>
<b>Services</b>	the ability for a <b>Full Management MAP</b> to: <ul style="list-style-type: none"> <li>(a) send and receive <b>switching messages</b> to and from <b>CPs</b> and/or <b>Full Management MAPs</b>;</li> <li>(b) access and use your area of the <b>CP Account Portal</b>;</li> <li>and</li> <li>(c) download the <b>RCPID Directory</b> and the <b>ACPID List</b></li> </ul>
<b>switching general condition</b>	General Condition C7
<b>switching messages</b>	messages sent between <b>CPs</b> in accordance with the applicable <b>Industry Process</b> using the <b>hub</b>
<b>switching metadata</b>	data about <b>switching messages</b> sent via <b>our</b> the <b>Production message exchange platform</b> (but not the personal data in such <b>switching messages</b> )
<b>Testing</b>	instances/versions of <b>our CAP</b> and <b>MPX</b> (and other software) that are not <b>Production</b> instances/versions. <b>Testing</b> instances/versions include those used for integration testing and the test harness
<b>Technical MAP</b>	as described in the introduction

<b>technology supplier</b>	the supplier of the <b>hub</b> and associated services
<b>term</b>	the term of this <b>agreement</b> , being the period between the date it starts and the date it ends in accordance with clause 9)
<b>TOTSCO Ready Requirements</b>	the requirements for <b>you</b> to use the Mark set out in clause 5)
<b>User Agreement</b>	our standard user agreement (including schedules) with CPs, as update from time to time
<b>we or us</b>	the One Touch Switching Company Limited, and <b>our</b> shall be interpreted accordingly
<b>you</b>	the legal entity e-signing this agreement, and <b>your</b> 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.

## 2) 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**.

## 3) When does this agreement start?

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

## 4) TOTSCO Ready Mark

- a) For so long as you meet the **TOTSCO Ready Requirements** we grant you a non-exclusive, revocable, royalty free licence to use **our Mark**, in accordance with our **Brand Guidelines** and reasonable instructions.
- b) If you do not comply with the **TOTSCO Ready Requirements** we may require you to cease using the **Mark** and/or terminate this **agreement**. Notwithstanding any other provision of this **agreement**, **we** may publicise our reasons for ending your use of the **Mark** and/or terminating this **agreement**.
- c) Whilst **we** do not require **you** to obtain **our** prior approval to use the **Mark**, **you** should provide **us** with copies of all **your** marketing, sales and other documents, materials and/or on-line use of the **Mark** and/or references to TOTSCO within 30 days of first use.
- d) **You** agree to withdraw or alter any marketing, sales and other documents, materials and/or on-line use of the **Mark** and/or references to TOTSCO if **we** reasonably and proportionately require **you** to so do in writing.

## 5) TOTSCO Ready Requirements

- a) The **TOTSCO Ready Requirements** are that **you**:

- i) have signed this **agreement**;
- ii) comply with the terms of this **agreement** and **Applicable Law**;
- iii) completed (to **our** satisfaction) such tests as **we** may reasonably require from time to time;
- iv) meet **our** reasonable credit criteria and requirements;
- v) in relation to each of **your** products and/or services relating to **our hub**, both publish online and send a copy to **us**, (and keep updated as they change from time to time) **your**:
  - (1) applicable security policies;
  - (2) applicable data protection agreement and/or policies; and
  - (3) applicable disaster recovery and business continuity policy.

## 6) What must you do?

- a) During the **term**, **you** must:
  - i) ensure that **you** and **your** products and/or service comply with:
    - (1) **Applicable Law**, including applicable security requirements of **communications law** and **data protection law**;
    - (2) to the extent applicable, our **Acceptable and Fair Use Policy**.
- b) If **you** choose to use **our hub** and/or **Services** for testing and/or trialling you must follow **our** reasonable instructions and processes as notified in writing to **you**.
- c) **You** should notify **us** in the **CP Account Portal** if **you** (or **your** customers) wish to use our **hub** and **Services** for **business switches**.

## 7) Governance and change control

- a) 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 **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.
- b) 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) if required to prevent a substantial risk of consumer harm.
- c) 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**; and/or
  - ii) make improvements to our **Services** and/or **hub** on 30 days' notice.

## 8) 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 commits to do anything.
- b) **We** and **you** are each excused from the performance of obligations under this **agreement** to the extent that, and for the time that, the affected party cannot perform them because of **force majeure**. If this happens, the affected party will notify the other party of the **force majeure** event, the impact, and a plan to mitigate the impact.
- c) Neither **we** nor **you** limit our respective liability to the other for matters that cannot legally be limited including:
  - i) causing death or serious injury to any person as a result of negligence; and/or
  - ii) fraud or fraudulent misrepresentation.

- d) Except for **your** specific capped indemnity in sub-clause 14)d)i) in respect of which **we** may recover **our** losses up to the level of the applicable limit set out in clause 8)f), neither **we** nor **you** will 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 clause 8)f) and subject to clauses 8)c) and 8)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 clauses 8)c), 8)d) and 8)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, and **your** liability to us is limited to the amount set out in third column of the **Indemnity and Liability Limit Table** below:

Specified Indemnity and/or Liability	Our Indemnity and/or Liability Limit to you	Your Indemnity and/or Liability Limit to us
Contractual damages for breach of the requirement to comply with <b>Applicable Law</b>	<p>If <b>we</b> are able to pass through and recover <b>your</b> claim for contractual damages from our <b>technology supplier</b>, <b>our</b> liability to <b>you</b> is limited to the amount <b>we</b> recover from our <b>technology supplier</b>. Our potential recovery from our <b>technology supplier</b> is unlimited.</p> <p>If <b>we</b> are not able to pass through and recover <b>your</b> claim for contractual damages from our <b>technology supplier</b>, <b>our</b> liability to <b>you</b> is limited to (and is included within) the annual aggregate <b>Liability Cap</b>.</p>	<p>Subject to a maximum limit of the <b>Liability Ceiling</b>, the higher of:</p> <ul style="list-style-type: none"> <li>• the <b>Liability Cap</b>; and</li> <li>• the amount of <b>your</b> insurance coverage for these events.</li> </ul>
The (intellectual property) <b>Rights indemnities</b> set out in clause (22)	<p>If <b>we</b> are able to pass through and recover through <b>your indemnity</b> claim from our <b>technology supplier</b>, <b>our</b> liability to <b>you</b> is limited to the amount <b>we</b> recover from our <b>technology supplier</b>. Our potential recovery from our <b>technology supplier</b> is unlimited.</p> <p>If <b>we</b> are not able to pass through and recover <b>your indemnity</b> claim from our <b>technology supplier</b>, <b>our</b> liability to <b>you</b> is limited to (and is included within) the annual aggregate <b>Liability Cap</b>.</p>	<p>Subject to a maximum limit of the <b>Liability Ceiling</b>, the higher of:</p> <ul style="list-style-type: none"> <li>• the <b>Liability Cap</b>; and</li> <li>• the amount of <b>your</b> insurance coverage for these events.</li> </ul>

<p>Contractual damages for breach of the confidentiality obligations set out in clause 10)</p>	<p>If <b>we</b> are able to pass through and recover <b>your</b> claim for contractual damages from our <b>technology supplier</b>, <b>our</b> liability to <b>you</b> is limited to the amount <b>we</b> recover from our <b>technology supplier</b>. Our potential recovery from our <b>technology supplier</b> is unlimited.</p> <p>If <b>we</b> are not able to pass through and recover <b>your</b> claim for contractual damages from our <b>technology supplier</b>, <b>our</b> liability to <b>you</b> is limited to (and is included within) the annual aggregate <b>Liability Cap</b>.</p>	<p>Subject to a maximum limit of the <b>Liability Ceiling</b>, the he higher of:</p> <ul style="list-style-type: none"> <li>• the <b>Liability Cap</b>; and</li> <li>• the amount of <b>your</b> insurance coverage for these events.</li> </ul>
<p><b>Our</b> data protection indemnity set out in the <b>Data Protection Schedule</b> and <b>your</b> data protection indemnity set out in clause 20)e)</p>	<p>If <b>we</b> are able to pass through and recover <b>your indemnity</b> claim from our <b>technology supplier</b>, our liability to you is limited to the amount <b>we</b> recover from our <b>technology supplier</b> in respect of <b>your</b> loss. Our potential recovery from our <b>technology supplier</b> is capped to the lower of £25 million and 150% of the amount we have paid our <b>technology supplier</b> in such calendar year.</p> <p>If <b>we</b> are not able to pass through and recover <b>your indemnity</b> claim to our <b>technology supplier</b>, <b>our</b> liability to <b>you</b> is limited to (and is included within) the annual aggregate <b>Liability Cap</b>.</p>	<p>Subject to a maximum limit of the <b>Liability Ceiling</b>, the he higher of:</p> <ul style="list-style-type: none"> <li>• the <b>Liability Cap</b>; and</li> <li>• the amount of <b>your</b> insurance coverage for these events.</li> </ul>
<p><b>Your</b> indemnities set out in clause 14)d)</p>	<p>Not applicable.</p>	<p>Subject to a maximum limit of the <b>Liability Ceiling</b>, the he higher of:</p> <ul style="list-style-type: none"> <li>• the <b>Liability Cap</b>; and</li> <li>• the amount of <b>your</b> insurance coverage for these events.</li> </ul>

g) In relation to each claim listed in the second column of clause 8)f), **we** will seek to maximise **our** recovery from **our technology supplier**.

## 9) How long does this agreement last?

- This **agreement** continues for an initial term from the day it starts until 31 December 2026 for **residential switches**.
- For **residential** switches, 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. From the day that **you** notify **us** (in accordance with paragraph **Error! Reference source not found.** that **you** wish to use **us** for **business switches**, you commit to use **us** for **business switches** (and pay our **charges** for **business switches**) for an initial **business switching** commitment period ending on 31 December 2027. Unless terminated in accordance with paragraphs 9c) and/or 9d) below, **you** will then automatically enter into subsequent **business switching** commitment periods of one year, each running from 1 January to 31 December.

- c) **You** may end your commitment to use **us** for **business switching** in respect of any **RCPID** by providing **us** with at least twelve months' advance written notice in respect of such **RCPID**, such notice to take effect at the end of the initial or subsequent **business switching** commitment periods.
- d) **We** may stop providing **business switching** by providing **you** with at least six months' advance written notice, such notice to take effect at the end of the initial or subsequent **business switching** commitment periods.
- e) If **you** undergo a corporate change, **we** may (acting reasonably) agree to **your** written request to end (in whole or in part) this **agreement** early.
- f) Either **you** or **us** 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.
- g) If this **agreement** ends, **we** and **you** each remain responsible for our acts and obligations which have accrued before it ends.
- h) **You** are not entitled to a refund of any **charges** following termination (even if you have ceased using the **hub**).

## 10) 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 CP** customers, **affiliates**, **intermediaries**, and **your CP** customers and **affiliates' employees, directors, officers and professional advisors**, provided that **you** remain responsible for their compliance with these confidentiality obligations; and
  - ii) 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) to contact **your CP** customers if:
    - (1) you become **insolvent** and/or otherwise unable to provide services to your **CP** customers; and/or
    - (2) we need to directly enforce our contractual rights with those **CPs**; and/or
  - iv) with the **technology supplier** and our other sub-contractors, subject to **us** ensuring that **our technology supplier** 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;

- v) in confidence, with **our** employees, Independent Directors, officers and professional advisors, provided that **we** remain responsible for their compliance with these confidentiality obligations; and
- vi) as otherwise required by **Applicable Law**.

## 11) What happens if we disagree?

- a) 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.
- b) If the processes set out in clauses 11)a) does 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;
- c) Subject to **our** right to recover debts via the courts, if the process set out in clause 11)b) 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.
- d) Subject to **our** right to recover debts via the courts, if the process set out in clause 11)c) 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 clause. 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.

## 12) Other standard terms

- a) This **agreement** is between **you** and **us** and no-one else can enforce it.
- 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](mailto: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 clause 11), 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 MAP** business by notifying **us** in writing.
- g) **We** may assign the benefit and 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.

## PART II – (ADDITIONAL) TECHNICAL MAP TERMS

### 13) How do you start using our hub?

- a) To begin to use our **hub** (whether for connection, testing, provisioning and/or use by you or your customers) **you** must:
  - i) provide us with reasonably requested information, including details about **your** business and **your business contact personal data**;
  - ii) meet our **TOTSCO Ready Requirements**;
  - iii) meet **our** reasonable and proportionate objective criteria;
  - iv) follow **our** reasonable and proportionate instructions; and
  - v) complete each stage of technical set-up and testing.

## PART III – FULL MANAGEMENT MAP TERMS

### 14) Responsibility for CP customers

- a) **You** agree to provide to **us** (and continue to provide **us** with updates to) your template **CP** customer contract.
- b) Before permitting any **CP** customer to **use our hub** and/or **our services**, **you** must:
  - i) enter into a legally binding contract with such **CP** customer which:
    - (1) places enforceable legal **hub** and **service** use obligations on such **CP** customer no less onerous than those contained in our standard **User Agreement**, in particular passing through the obligations set out the following clauses of our **User Agreement**:
      - (a) *Clause 3: How do you start using our hub?*
      - (b) *Clause 4: RCPIDs*
      - (c) *Clause 6: What must you do?*
      - (d) *Clause 10: How is personal data protected?*
      - (e) *Clause 11: What switching metadata do we collect, analyse and report?*
      - (f) *Clause 13: When are we each liable to each other and how is liability excluded and/or limited?*
      - (g) *Clause 15: When can we suspend your access to the hub?; and*
    - (2) creates third party rights of direct enforcement for **us** against **your CP** customer; and
  - ii) provide **us** with an executed copy of each such contract.
- c) **You** are responsible for the acts and omissions of **your CP** customers.
- d) **You** will indemnify and hold **us** harmless against any **claims** from, or resulting from:
  - i) **your CP** customers, always provided that any such **claims** directly resulting from our negligence and/or breach of this **agreement** shall be excluded from **your** indemnity to **us**;
  - ii) the acts or omissions of **your CP** customers;
  - iii) **your** default under this **agreement** and/or **your** agreements with **your CP** customers; and/or
  - iv) **your** breach of **Applicable Law**.
- e) **You** are responsible for payment of our **charges**, irrespective of whether **your CP** customer has paid **you**.

### 15) What must you do?

- a) During the **term**, **you** must:
  - i) obtain, maintain and provide to **us** accurate information for each of your **CP** customers (including the information we require for **our charges**);
  - ii) provide to **your CP** customers:
    - (1) on-boarding to the **hub**;
    - (2) first line support (i.e. being the entity that your **CP** customer calls, emails and contacts); and
  - iii) bill your **CP** customers;
  - iv) ensure that **you** and **your CP** customers comply with the **Acceptable and Fair Use Policy**;
  - v) ensure that **you**, **your CP** customers and **your** and their use of the **Hub** and the **Services** will comply with **Applicable Law**;
  - vi) ensure that each of your **CP** customers are at all times a **communications provider** required to comply with the **switching condition**; and
  - vii) carry appropriate insurance for **your** liabilities under this **agreement**, and provide to **us** on an ongoing basis:
    - (1) policy summaries of **your** coverage, risks and principal exclusions; and
    - (2) current certificates of insurance.
- b) **You** and **your CP** customers must follow **our** reasonable instructions and processes relating to Testing as notified in writing to **you**.
- c) For the **Term**, for **residential switches** and **business switches** made using **our Production hub**, **you** and **your CP** customers must:

- i) for **residential switches**, follow the OTS Industry Process; and

## 16) RCPIDs, RCPID Directory and ACPID List

- a) We will provide you with a capability to register a retail brand (or brands) for your CP customers and request a RCPIDs for each such registered retail brand, subject to you continuing to meet our reasonable credit criteria.
- 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 your CP customers 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) If your CP customer moves to another MAP (or to us), we may allow them to retain the RCPID associated with their retail brand.
- e) During the term:
  - i) you will ensure that the information you provide to us about your CP customers 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 your CP customers not in the ACPID List;
    - (2) tell us about errors or omissions in the ACPID List of which you become actually aware;
  - iii) you grant (or will procure the grant of) to us all Rights and consents required for us to include and publish information about your CP customers 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.

## 17) 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 CP customers, your affiliates and/or intermediaries; and
  - ii) ensure that we, the hub and our provision of the Services will comply with Applicable Law.
- b) We will, using reasonable skill and care, and in accordance with the Full Management MAP Service Levels, Fault Reporting and Support Schedule provide you with the Services, support and fault resolution for residential switches and business switches.

## 18) Our other responsibilities

- a) During the term, we will publish and follow policies for residential switches and business switches relating to:
  - i) Security
  - ii) Disaster recovery and resilience
- b) During the term, we will publish and follow policies relating to:
- c)
  - i) Anti-Bribery
  - ii) Anti-Modern Slavery

## 19) How much, and how must you pay us?

- a) Our charges are set out in the Full Management MAP Price List.

- b) **We** may update our **charges** by publishing an updated **Full Management MAP 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**).
- c) **We** will invoice **you**, and **you** will pay **us**, in accordance with the **Full Management MAP Billing and Payment Process**.
- d) If **you** do not pay **our** invoices on the **due date**, then:
  - i) **we** may decline to allocate additional **RCPIDs** to **you**;
  - ii) the non-payment provisions of the **Full Management MAP Billing and Payment Process** will be followed; and/or
  - iii) **we** may suspend **your** access to the **hub** until **you** have paid all outstanding invoices, interest and **our** reasonable collection costs in full.

## 20) How is personal data protected?

- a) **Your CP** customers are the **data controller** of their **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**.
- e) **You** will **indemnify** and hold us harmless against any **claims** connected with your breach of **data protection law** and/or this clause 20).

## 21) 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 CPs' use of the **hub**; and
  - ii) control and restrict access to **switching metadata**.

## 22) (Intellectual Property) Rights

- a) **We** will ensure that:
  - i) **we** are able to grant **you** the licence to the **Rights** described in clause (17); and
  - ii) that **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 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 clauses 14)d), 20)e), 22)b) and 22)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**.

## 23) When can we suspend your access to the hub?

- a) If **we** suspend **your** access to the **Production hub** (whether completely or in respect of a particular **CP** customer and/or **RCPID**), **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) **we** will seek to restore **your** access as soon as the reason for imposing **your** suspension has ended.
- b) If **we** are entitled to end this **agreement** in accordance with clause 9)f), **we** may instead suspend **your** access to the **Production hub** (completely or in respect of a particular **CP** customer and/or **RCPID**, either as a **Gaining Provider**, or entirely).
- c) **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.

#### 24) What happens if we disagree?

- a) If **you** do not pay **us**, after **we** have followed the steps in the **Full Management MAP Billing and Payment Process**, **we** may recover **your** debt to **us** in the courts.
- b) **Service** disputes should be resolved through the process in **Full Management MAP Service Levels, Fault Reporting and Support Schedule**.

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 MAP full legal name]  
with its registered office at [Insert MAP registered office]  
registered company number [Insert MAP registered number]  
Name of authorised signatory: [Docusign field, MAP signatory]  
Position of authorised signatory: [Docusign field, MAP signatory]  
E-signature: [Docusign field, MAP signatory]  
Date of e-signature: [Docusign field, MAP signatory]

## List of Schedules and Policies

Ref	Document
A	OTS Industry Process (residential switches)
B	Business Customer GPL Process (business switches)
C	API
D	Full Management MAP Service Levels, Fault Reporting and Support Schedule
E	Analytics, Reporting and Metadata Access Control Schedule
F	Acceptable and Fair Use Policy
G	Full Management MAP Price List
H	Full Management MAP 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
N	TOTSCo Ready Mark Brand Guidelines