

SUBWAY® FRANCHISEE CONTRACT



This Franchisee Contract is between:

You (the “Franchisee”)

and;

Zen Internet Limited (Company Registration Number 03101568) of Sandbrook Park, Sandbrook Way, Rochdale OL11 1RY (“Zen”),

each a “Party” and together the “Parties”.

It is agreed hereby as follows:

1. DEFINITIONS AND APPLICATION

1.1 In this Franchisee Contract, the following words shall have the following meanings:

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| “Agreement” | means the agreement between IPC Europe and Zen relating to the supply of the Services by Zen to the Franchisees; |
| Applicable Laws | means all laws, rules, regulations including good industry practices, the Data Protection Legislation, codes of practice and conduct or other requirements of regulatory authorities as amended from time application to the provision of the Services as anticipated by this Franchisee Contract. |
| “Business Day” | means any day, not being a Saturday, Sunday or bank holiday, on which the clearing banks in the City of London, England are open for business; |
| “Franchisee Contract” | means this Subway® Franchisee Contract concluded between the Parties for the provision of the Services by Zen to the Franchisee; |
| “Commencement Date” | means the date of receipt by the Franchisee of the Acceptance Email as defined in clause 3.3; |
| “Data Protection Legislation” | means the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and any other applicable data protection or information security legislation, guidelines and industry standard and regulations as amended or replaced from time-to-time in force in a relevant jurisdiction, relation to the use an processing of personal data in that jurisdiction, including but not limited to the Data Protection Act 2018; |

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| “Early Termination Charge” | means the charge that may be payable by the Franchisee to Zen should the Franchisee Contract be terminated prior to the expiry of the agreed term of the Franchisee Contract; |
| “Equipment” | means any equipment including but not limited to the telephone line, routers, fibre optic cables and other cables which are supplied by Zen to the Franchisee as part of the Services; |
| “FWH” | means Franchise World Headquarters LLC, a Connecticut limited liability company having an address at 325 Sub Way, Milford, Connecticut, USA 06461; |
| “Good Industry Practice” | means the exercise of that degree of skill and care as would be expected from a professional supplier within telecommunications industry providing the same or substantially similar services to the Services; |
| Intellectual Property | means without limitation all patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up and packaging, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, recipes, specifications, rights in computer software, database rights, topography 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 applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; |
| “IPC Europe” | means the European Independent Purchasing Company Limited (Company no. 4267249) whose registered office is at Rapid House, 40 Oxford Road, High Wycombe, Buckinghamshire, HP11 2EE trading as IPC Europe; |
| “Personnel” | means any employee, agent, contractor, sub-contractor, consultant or advisor of Zen or any other individual engaged in any way in the provision of the Services; |
| “KPI’s” | means the key performance indicators set out in the SLA; |
| “Price” | means the price payable by the Franchisees to Zen for the Services set out in Annex 3; |

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| “Services” | means the services to be provided by Zen to the Franchisees as set out in Annex 2; |
| “SLA” | means the service level agreement applicable to Zen’s provision of the Services as set out in Annex 4; |
| “Specified Term” | means the period of either 3 or 4 years from the Commencement Date depending on the Service package selected by the Franchisee; |
| “Subway®” | means the Subway® group comprising inter alia of: Subway IP LLC (the owner of the proprietary system for establishing and operating Subway® stores worldwide); FWH Technologies, LLC (the owner and licensor of the Subway POS® software for use in Subway® stores worldwide); FWH , a service-oriented company that provides core business related services to other Subway Group entities); Subway International B.V. (“ SIBV ”) and the other Subway® franchisors (which offer and sell franchises worldwide); Subway Franchisee Advertising Fund Trust, B.V. and the other Subway® advertising entities (which administer national and local advertising funds and activities for Subway® stores and Subway® Franchisees worldwide); and any other company which is under the ultimate ownership or control of Subway Worldwide Inc. and/or its shareholders; and |
| “The Cloud” | means The Cloud Networks Germany GmbH. |

1.2 Clause, paragraph and annex headings shall not affect the interpretation of this Franchisee Contract.

1.3 Reference to a person shall include a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.

1.4 The appendices form part of this Franchisee Contract and shall have effect as if set out in full in the body of this Franchisee Contract and any reference to this Franchisee Contract includes the appendices.

1.5 A reference to a statute, regulation, statutory provision or subordinate legislation is to such statute, regulation, statutory provision or subordinate legislation and amended ore re-enacted from time to time.

1.6 Any phrase introduced by the terms “including”, “include” or “in particular” or any similar expression

shall be construed as illustrative and shall not limit the sense of the words contained in that phrase.

- 1.7 In entering into this Franchisee Contract, the Parties each acknowledge and agree that all aspects of the relationship and in any and all dealings between them as contemplated by this Franchisee Contract, including the performance of all obligations and the exercise of all rights under this Franchisee Contract, will be governed by the fundamental principle of good faith and fair dealing.
- 1.8 The terms of this Franchisee Contract shall govern the relationship between the Parties to the entire exclusion of all other terms and conditions. No terms endorsed upon, delivered with, or contained on any quotation, acknowledgement, or invoice or financial statement or other document or correspondence sent by Zen shall form part of the agreement between Zen and the Franchisee, and Zen hereby agrees to waive any right which it otherwise might have to rely on such terms and conditions.
- 1.9 Zen shall not amend or supplement any terms or conditions of this Franchisee Contract unless IPC Europe agrees to such change by entering into an amendment agreement with Zen.
- 1.10 The Franchisee authorises IPC Europe to act on its behalf to liaise with Zen or other third parties with respect to this Franchisee Contract and with respect to the Services, including but not limited to (i) Zen's implementation or offering of additional or new features (including any amendments to accommodate any feature or fee changes) or functionalities; (ii) amending or supplementing this Franchisee Contract; (iii) managing Zen's transition assistance obligations in event of termination or expiration of the Agreement and/or this Franchisee Contract; and (iv) managing service levels in connection with the Services.
- 1.11 The Franchisee also authorises each of IPC Europe and Subway to access and use the Franchisee's data processed by Zen in connection with the Services, at any time and from time to time, including to provide reporting and other data to the Franchisee, IPC Europe and its affiliates, Subway® and its affiliates.
- 1.12 The Franchisee and Zen each agree to the appointment of IPC Europe to act on the Franchisee's behalf as provided for in this Franchisee Contract and the Agreement and acknowledge that IPC Europe shall not have any duty hereunder or be required to take any such action. If IPC Europe acts on behalf of the Franchisee, it will do so in order to assist the Franchisee and it shall use the ordinary duty of care that IPC Europe normally uses in supporting other Subway® franchisees; provided, however, that the Franchisee shall remain responsible for all duties and obligations under this Franchisee Contract. The Franchisee agrees that Zen may act on IPC Europe's instructions as if they were the Franchisee's instructions.
- 1.13 In the event that any of the terms in this Franchisee Contract differ from the terms specified in the Agreement, the terms of the Agreement shall prevail and shall apply to this Franchisee Contract.

2 TERM

- 2.1 This Franchisee Contract shall come into effect on the Commencement Date and shall continue, in

accordance with the terms of this Franchisee Contract, until the end of the Specified Term unless terminated earlier in accordance with clause 11 (Suspension and Termination) or clause 16 (Force Majeure).

- 2.2 If the Franchisee terminates this Franchisee Contract during the Specified Term, then the Franchisee may be required to pay an Early Termination Charge in the circumstances as specified in Annex 3.

3 THE SERVICES AND ORDERING

- 3.1 Zen shall:
- 3.1.1 supply the Services to the Franchisee in accordance with the terms of this Franchisee Contract (subject to any amendments or variations agreed in writing between authorised representatives of IPC Europe and Zen in relation thereto);
 - 3.1.2 ensure that it has sufficient resources, Personnel, systems and processes in place to procure the provision of the Services to the Franchisees in a professional manner and to ensure compliance with all KPI's;
 - 3.1.3 ensure that the Services are, at all times, provided to the Franchisee in accordance with the SLA during the agreed working hours for the Franchisee's store;
 - 3.1.4 before the commencement of the supply of the Services to the Franchisee and at all times during the supply of the Services to the Franchisee, maintain all necessary licences and consents and comply with all relevant legislation in relation to the provision of the Services;
 - 3.1.5 ensure that it does not do or omit to do anything that would cause IPC Europe or the Franchisee to be in breach of any Applicable Laws; and
 - 3.1.6 if access is required to the Franchisee's premises for the purpose of installing, providing or maintaining the Services and/or the Equipment, observe, and ensure its Personnel observe, all health and safety rules and regulations and any other reasonable requirements that apply at the Franchisee's premises and are made known to Zen by the Franchisee during the ordering process or on arrival at the Franchisee's premises. Zen shall only be entitled to such access to the Franchisee's premises as is required for the performance of the Services.
- 3.2 The Franchisee will be required to order the Services by completing and submitting the order form located at <https://www.zen.co.uk/campaign-pages/business/subway/>. Where a Franchisee is a multiple unit owner owning multiple franchises ("**MUO**"), such MUO will not be required to order the Services by completing the form on the above mentioned website, instead, Zen will provide such MUO with a spreadsheet to be completed by the MUO detailing the Services to be provided by Zen to each of the MUO franchise stores.
- 3.3 Once an order has been placed, Zen will notify the Franchisee by email within two (2) Business Days of the date of receipt of the order to confirm acceptance of the order ("**Acceptance Email**"). The

Acceptance Email will also confirm the process for the provision of the Services and the Equipment and will provide the Franchisee with an estimated time for the date of commencement of the Services.

- 3.4 Zen is not obliged to accept the Franchisee's order or to provide the Services until the Acceptance Email has been received by the Franchisee and Zen has received any initial charges, which may be due for the Services.
- 3.5 The Services are provided subject to the Franchisee's compliance with clauses 3.6 to 3.9 below.
- 3.6 If a survey conducted by Zen shows that additional work is required to enable the Services to be provided, Zen may charge the Franchisee an excess construction charge' ("ECC") as specified in Annex 3. If an ECC is applicable, Zen will be required to obtain the Franchisee's consent in writing to the ECC prior to proceeding with installation and the provision of the Services.
- 3.7 If a survey shows that the Services and/or Equipment cannot be provided to the Franchisee's store, Zen may cancel the installation date as notified to the Franchisee and may terminate this Franchisee Contract on written notice to the Franchisee and IPC Europe. Zen will have no further liability to the Franchisee, save to refund to the Franchisee any payments made by the Franchisee for the Services and/or Equipment prior to the commencement of the Services.
- 3.8 Zen will notify the Franchisee as soon as possible should it require access to the Franchisee's store or to the Franchisee's neighbouring premises in order to activate the Service or install any Equipment. The Franchisee hereby grants Zen access to the Franchisee's store in order to provide the Services and/or the Equipment.
- 3.9 The Franchisee agrees to provide Zen, subject to the confidentiality provisions contained in clause 12, with any reasonable and necessary information Zen may require in order to access the Franchisee's store (for example: landlord security or access procedures) and the Franchisee acknowledges that this may increase the time needed to provide the Service and/or the install of the Equipment.
- 3.10 Should the Franchisee unreasonably fail to provide Zen with the information requested in clause 3.9, the Franchisee may be liable for additional charges as set out in Annex 3.
- 3.11 Zen will provide the Services and the Equipment to the Franchisee in accordance with the provisions of this Franchisee Contract until the Franchisee Contract expires or is terminated in accordance with its terms.

4 EQUIPMENT

- 4.1 Zen will provide the Franchisee with the Equipment for the duration of this Franchisee Contract. The Equipment is at all times the property of Zen or Zen's suppliers (unless Zen has agreed to sell to the Franchisee the Equipment and the Franchisee has paid in full for it). The Franchisee may only use the Equipment provided to connect to the Services.
- 4.2 Any Equipment provided hereunder will be tested by Zen and configured to meet the Technical Specification as set out in Annex 2 to the Franchisee Contract. The Franchisee must not try to access or make any alterations to the configuration of that Equipment, including a factory reset.
- 4.3 If the Franchisee believes that the router is faulty, the Franchisee must notify Zen immediately. If Zen is unable to repair the fault in accordance with the timescales set out in Annex 4, then Zen should replace the router within four (4) hours of confirmation that the router cannot be repaired.
- 4.4 In the event that there is a fault with Equipment other than the router (as referred to in clause 4.3 above), then Zen may, should it deem it necessary, provide the Franchisee with a 4G loan router ("**Loan Router**"). The Loan Router will be delivered via next day delivery to the Franchisee should the Franchisee report the fault prior to 1pm. The Franchisee will be required to return the Loan Router, at Zen's expense, to Zen via recorded delivery within seven (7) days of the confirmation from Zen that the fault has been fixed. Should the Franchisee damage the Loan Router or fail to return it to Zen do so then the Franchisee could be liable for the cost of the Loan Router and an administrative charge as specified in Annex 3.
- 4.5 The Franchisee shall ensure that the Equipment is used safely and properly including but not limited to:
- 4.5.1 keeping the Equipment secure and insuring such Equipment against loss, theft or damage;
 - 4.5.2 following all reasonable instructions given to the Franchisee by Zen and any manufacturer's instructions;
 - 4.5.3 maintaining appropriate anti-virus protection on the Equipment; and
 - 4.5.4 not tampering with or intentionally damaging any part of the Equipment.
- 4.6 The Franchisee shall notify Zen us immediately about any loss or damage to the Equipment by contacting Zen at: customerservice@zen.co.uk. Subject to clauses 8.9 and 8.10, the Franchisee shall be responsible for all direct loss of or damage to the Equipment to the extent caused by the Franchisee and Zen may charge the Franchisee for such direct loss or damage.
- 4.7 On termination of this Contract, Zen may ask the Franchisee to return the Equipment to Zen, at Zen's expense, or (at Zen's option) allow Zen to collect it from the Franchisee, in a reasonable condition (fair wear and tear accepted). If the Franchisee fails to allow Zen to collect the Equipment and the Franchisee does not otherwise return the Equipment to Zen (at Zen's expense), then Zen may charge the Franchisee for the fair market value of the Equipment.

- 4.8 Other than the Equipment provided by Zen as part of the Services, the Franchisee is responsible for providing any other equipment required to enable the Franchisee to use the Services.
- 4.9 Where the Franchisee uses its own equipment which connects to the Equipment:
- 4.9.1 the Franchisee shall ensure such equipment complies with all Applicable Laws including but not limited to ensuring such equipment bears the European Consumer Equipment Standards "CE" mark;
- 4.9.2 the Franchisee will only connect safe equipment to Zen's network that will not knowingly or intentionally harm Zen's network;
- 4.9.3 the Franchisee is responsible for ensuring that the equipment meets the requirements as specified in the Compatible Equipment Checklist attached hereto at Annex 8 and is technically compatible with the Services. Zen does not guarantee that equipment which does not meet the requirements in the Compatible Equipment Checklist will work with Zen's Services and/or Equipment; and
- 4.9.4 Zen will not provide support for the Franchisee's equipment and will not be responsible for any loss of or damage to the Franchisee's equipment or any other loss or damage to the extent caused by the Franchisee's equipment.

5 PRICING AND PAYMENT

- 5.1 The Franchisee shall pay the Price as specified in Annex 3. The Price shall be fixed for the duration of this Franchisee Contract.
- 5.2 The Price for the Services set out within Annex 3 shall include all charges for the Equipment, delivery, freight, travel or other expenses incurred by Zen in providing the Services other than VAT which shall be chargeable in addition to the Price.
- 5.3 In the event that the Parties agree to extend the term of this Franchisee Contract and for Zen to continue with the provision of the Services after the Specified Term, the terms set out in this Franchisee Contract shall continue to apply to the provisions of such Services to the Franchisees save that the Price shall be adjusted as agreed between IPC Europe and Zen under the Agreement. Any changes to Price at the end of the Specified Term shall be notified by IPC Europe to the Franchisee.
- 5.4 The Franchisee shall pay the charges by Direct Debit which shall be collected by Zen sixty (60) days from the date of the invoice issued by Zen.
- 5.5 If the Franchisee has any problems paying the bill, the Franchisee is required to contact Zen at creditandbilling@zen.co.uk as soon as possible.

- 5.6 Zen will send reminders in respect of late bill payments. If the Franchisee fails to make payment by the due date the Zen may:
- 5.6.1 Give the Franchisee thirty (30) days' notice to remedy the breach and to pay such outstanding amounts. Should the Franchisee fail to pay any sums that are due and payable (excluding those amounts which may be in dispute) then Zen may thereafter serve notice on the Franchisee to terminate this Franchisee Contract; or
 - 5.6.2 require the Franchisee to make regular instalment payments in advance on account of any future charges; or
 - 5.6.3 suspend the Service or take such other reasonable measures to restrict the Services or recover payment as Zen may consider appropriate in the circumstances.
- 5.7 The Franchisee agrees to notify Zen as soon as possible of any change in details including but not limited to changes to bank account details. Should the Franchisee terminate the Services, the Franchisee shall be required to terminate any standing order with its bank and pay Zen any outstanding charges including any Early Termination Charges that are due and payable by the Franchisee to Zen.

6 FRANCHISEE OBLIGATIONS

- 6.1 The Franchisee must use the Services in good faith and in accordance with the terms of this Franchisee Contract and Zen's Acceptable Usage Policy <https://www.zen.co.uk/global/terms-and-conditions/services-acceptable-usage-policy>
- 6.2 The Franchisee may not resell the Services.
- 6.3 The Franchisee is responsible for the way the Services and the Equipment are used and must comply with all applicable laws and reasonable instructions from Zen in relation to the use of the Services and the Equipment.
- 6.4 The Franchisee will keep all passwords and usernames secure and confidential and not make them available to other people or change them without Zen's prior permission. The Franchisee shall inform Zen immediately if someone else accesses the Franchisee's username or password. If Zen has reason to be concerned about access to the Franchisee's account, Zen may change or suspend the Franchisee's password and/or username from time to time and will inform the Franchisee should Zen elect to do so.
- 6.5 The Franchisee is responsible for:
- 6.5.1 any form of automated dialling system which the Franchisee sets up (including, but not limited to, the reliability of such system and any call costs which may be incurred as a result of its use); and

- 6.5.2 the configuration of the Franchisee's internal network. Any interruption to the Services resulting from that configuration shall not be regarded as an interruption or suspension of the Services provided by Zen.
- 6.6 The Franchisee may use the Services to link to other networks world-wide, provided that the Franchisee shall at all times comply with any policies or terms and conditions imposed by the operators of such other networks.
- 6.7 The Franchisee must not knowingly or intentionally do any of the following acts or allow anyone else under its direct or reasonable control to do the following acts in relation to the Services and Equipment:
- 6.7.1 breach any Applicable Law, commit fraud or any other criminal offence;
 - 6.7.2 send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
 - 6.7.3 "spam", send or provide unsolicited advertising or promotional material or, knowingly receive responses to any spam, unsolicited advertising or promotional material sent by any third party;
 - 6.7.4 use the Services or Equipment in a way which could harm the Services or Equipment or which could negatively affect Zen's business or reputation;
 - 6.7.5 breach of Zen's Acceptable Usage Policy as notified in writing to the Franchisee or any third-party licences which apply to the Services or Equipment;
 - 6.7.6 copy or modify the software unless the Franchisee is legally permitted to do so;
 - 6.7.7 copy, redistribute or publish any material or information knowingly in breach of any rights of a third party (including Intellectual Property rights);
 - 6.7.8 circumvent any security measures in the Services; or
 - 6.7.9 perform any unauthorised IP or port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing.
- 6.8 The Franchisee agrees that Zen may:
- 6.8.1 modify any digital content provided by Zen; and
 - 6.8.2 refuse or terminate the display of any material or information provided by the Franchisee which Zen reasonably believes breaches any Applicable Laws or third-party rights (including Intellectual Property rights).
- 6.9 If the Franchisee breaches this Franchisee Contract in any way, Zen will notify the Franchisee in writing of such breach and provide the Franchisee with not less than thirty (30) days' notice to remedy that breach, however Zen may, acting reasonably but in its sole discretion, on prior reasonable written notice either:
- 6.9.1 suspend the Franchisee Contract;

- 6.9.2 make an additional charge; or
- 6.9.3 block access to or suspend any part of the Services or Equipment;
until the breach is remedied.

6.10 The Franchisee must report any fault with the Services or Equipment as soon as possible by contacting Zen as follows:

- 6.10.1 by telephone on 01706900280;
- 6.10.2 by e-mail sent to: support@zen.co.uk; or
- 6.10.3 online at www.zen.co.uk/support.

7 ZEN OBLIGATIONS

7.1 Zen warrants that the provision of the Services shall at all times be provided:

- 7.1.1 by Personnel with appropriate skill and expertise;
- 7.1.2 using Good Industry Practice and in accordance with the KPI's specified in the SLA;
- 7.1.3 in compliance with the Agreement, this Franchisee Contract and any specifications or requirements agreed with the Franchisee and IPC Europe;
- 7.1.4 in accordance with all Applicable Laws; and
- 7.1.5 in accordance with any specified criteria of Subway® as may be made known in writing to Zen or as documented at <https://www.subway.com/en-US/AboutUs/SocialResponsibility/OurOverallCommitment#policies>.

7.2 Zen further warrants that:

- 7.2.1 any Equipment supplied as part of the provision of the Services is fit for purpose and free of defects; does not breach the Intellectual Property rights of any third party; and is lawfully supplied under license to the Franchisee;
- 7.2.2 it has the authority, the right and the capability to enter into this Franchisee Contract, and it has all necessary rights (including, specifically, all necessary Intellectual Property rights), licenses and approvals required to provide the Services in accordance with this Franchisee Contract;
- 7.2.3 it shall ensure that it does not do or omit to do anything that it knows would cause the Franchisee to be in breach of any Applicable Laws and shall keep the Franchisees, and IPC Europe informed of any matter which a reasonable person would consider relevant information for the purposes of this Franchisee Contract; and
- 7.2.4 it shall fulfil in good faith all its obligations under the terms of this Franchisee Contract.

8 LIABILITY, INDEMNITY AND INSURANCE

8.1 Each Party shall indemnify, defend (with counsel reasonably acceptable to the Indemnitee), and hold harmless the other Party (and their respective successors and assigns) and their respective employees (each, an "Indemnitee") from and against any and all damages, losses, fines, penalties, costs, liabilities, awards, judgements, fees or expenses of any kind including court costs, penalties, fines, amounts paid in settlement of claims, reasonable legal fees and disbursements and dispute resolution related costs

and expenses (“**Damages**”), but not including internal costs which would otherwise have been incurred by the other Party in the ordinary course of business which the other Party may itself incur or may incur from any third party claim, threat, allegation, suit or action (collectively, the “**Claims**”) to the extent arising out of or relating to the Party’s, or its or their respective employee’s (Personnel in the case of Zen) negligence (including gross negligence), wilful misconduct, fraud, fraudulent misrepresentation, or violation of any Applicable Laws, including but not limited to Data Protection Legislation, or breach of this Franchisee Contract including the provisions contained in clause 12 (Confidentiality).

- 8.2 Zen shall indemnify the Franchisee, IPC Europe and Subway® and their respective Affiliates, employees, successors and assigns (each, a “**Franchisee Indemnatee**”) from any and all Damages but not including internal costs which would otherwise have been incurred by a Franchisee Indemnatee in the ordinary course of business, which a Franchisee Indemnatee may itself incur or may incur from any Claims arising out of any claim that the Services and/or the Equipment provided by Zen under this Franchisee Contract are infringing any Intellectual Property rights of any third party.
- 8.3 Zen shall indemnify the Franchisee from and against any and all Damages (but not including internal costs which would otherwise have been incurred by the Franchisee in the ordinary course of business) suffered by the Franchisee as a result of using of Services and/or Equipment provided by Zen.
- 8.4 Without limiting any other rights or remedies of a Franchisee Indemnatee under clause 8.2, Zen shall have the option, subject to IPC Europe’s approval, to:
- 8.4.1 obtain the right for the Franchisee and their authorised user(s) to continue using the Equipment or Services;
 - 8.4.2 change or replace the Equipment or Services, so that any use will no longer infringe the third-party Intellectual Property Rights while still strictly conforming to its specifications prior to the infringement, and, in any case, without materially impairing its functionality;
 - 8.4.3 if the above options are not practicable or economically viable, request the Franchisee to:
 - 8.4.3.1 terminate the use of the Equipment and/or Services without incurring an Early Termination Charge; and/or
 - 8.4.3.2 return the Equipment to Zen, at Zen’s expense, in exchange for a reimbursement by Zen of any charges for the period during which the Equipment and/or Services were not available for use by the Franchisee.
- 8.5 In the event of an indemnity claim being brought under clause 8.2:
- 8.5.1 the Franchisee shall refrain from responding to such claim without Zen’s prior consent unless otherwise required under Applicable Laws;
 - 8.5.2 the Franchisee shall leave the entire claim handling and settlement procedure to Zen provided, however, that IPC Europe may intervene at any time at its discretion if failure to do so would be to the detriment of a Franchisee Indemnatee;
 - 8.5.3 in the event that Zen cannot resolve such claim to IPC Europe or the Franchisee’s reasonable satisfaction, then the Franchisee or IPC Europe may terminate this Franchisee Contract and/or exercise any other rights or remedies available to it under this Franchisee Contract or in law;
 - 8.5.4 Zen shall not be liable to indemnify a Franchisee Indemnatee to the extent the alleged infringement is caused solely by the Franchisee using Equipment or the Service in a manner

- that is not permitted under this Franchisee Contract; and
- 8.5.5 Zen shall not be liable to indemnify a Franchisee Indemnitee to the extent the alleged infringement is caused by the Franchisee's use of the Equipment in combination with a product, software, service or other element not supplied by Zen.
- 8.6 Each Party will:
- 8.6.1 consult with the other Party in relation to the conduct of any dispute or defence of any claim;
- 8.6.2 keep the other Party and IPC Europe informed of the progress of such claim;
- 8.6.3 co-operate in a reasonable way in regard to the conducting of the defence against any claim. Such co-operation will include providing records and all relevant information without prejudice to any confidentiality undertaking, and making employees available to provide additional information and explanations;
- 8.6.4 consider and defend any claim diligently using competent legal counsel and in such a way as not to bring the reputation or good name of the other Party into disrepute; and
- 8.6.5 not make any admission of liability, nor agree to any undertakings, nor settle any claim without the prior written consent of the other Party or IPC Europe (which consent shall not be unreasonably withheld or delayed). If any Indemnitee breaches any of its obligations under this clause 8.6.5, the indemnifying Party shall have no obligation to indemnify such Indemnitee whatsoever in respect of such claim made against it.
- 8.7 Notwithstanding any other provision, the indemnities granted by the Parties in clauses 8.1 and 8.2 and 8.3 respectively, a Party's liability for fraud, intentional misconduct, gross negligence, abandonment, indemnification, breach of confidentiality obligations or any other liability not able to be limited or excluded by law shall be excluded from any liability cap contained in this Franchisee Contract (collectively referred to as the ("**Excluded Matters**")).
- 8.8 Apart from the Excluded Matters, Zen's liability to the Franchisee for damage to property (including fixtures and fittings) is limited to £1,000,000 (one million British Pounds) per incident.
- 8.9 Save for the Excluded Matters and Zen's liability under clause 8.8 above, each Party's liability to the other for everything else under this Franchisee Contract is limited to £5,000 (five thousand UK Pounds) per incident.
- 8.10 Notwithstanding any other provision, neither Party shall be liable for any loss of profits or interruption of business, or any indirect, incidental, punitive, exemplary, special or consequential losses or damages, such as, but not limited to, loss of anticipated savings, depletion of goodwill, supply chain damages, overwork damage to or loss of data, work stoppages, overtime, lost cost reductions, loss of opportunities or reputational damage.

- 8.11 Each Party, upon advanced notice from the other Party of a specific and reasonable request, must use commercially reasonable efforts to mitigate the losses that would otherwise be recoverable from the other Party pursuant to this Franchisee Contract, including by taking actions to reduce or limit the amount of damages and/or other losses incurred.

9 ACTIVATION OF SERVICES

- 9.1 Zen shall endeavour to activate the Services by the date notified to the Franchisee following the placement of an Order, however all dates are estimates and cannot be guaranteed.
- 9.2 Zen cannot accept any liability for any costs, expenses, losses, damages or other liabilities (howsoever arising) which the Franchisee may incur as a result of the timing of the activation of the Service.

10 CHANGES TO YOUR CONTRACT

- 10.1 Zen may need to make changes to the terms of this Franchisee Contract and/or the Services and Equipment if:
- 10.1.1 Zen reasonably believes changes are necessary to improve the Services;
 - 10.1.2 there is a technical or operational reason for such change;
 - 10.1.3 there is a change in Applicable Law or regulation of the Services or Equipment;
 - 10.1.4 there is a change in circumstances which was unforeseeable by Zen and which means a change is necessary; or
 - 10.1.5 there is a change to the Pricing which has been agreed with IPC Europe.
- 10.2 If these changes are required, then Zen will review any such changes in advance with IPC Europe and obtain IPC Europe's prior written approval thereof and will give the Franchisee at least 7 (seven) Business Days' prior written notice unless otherwise agreed with IPC Europe.

11 SUSPENSION AND TERMINATION

- 11.1 Either Party shall have the right at any time by giving notice to the other in writing to terminate this Agreement with immediate effect if:
- 11.1.1 a Party commits a material breach of any of the terms of this Agreement or repeatedly breaches any of the terms of this Agreement and fails to remedy the breach within 30 (thirty) days (unless a shorter remedy period would be reasonable under the circumstances) of a notice requiring it to do so; or
 - 11.1.2 a Party has any distress, execution or other process levied upon its assets; or
 - 11.1.3 a Party suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed unable to pay its debts within the meaning of the Insolvency Act 1986 or becomes subject to any other insolvency proceedings; or
 - 11.1.4 a Party makes a proposal for or enters into any compromise or arrangement with its creditors, commences negotiations with all or any class of its creditors with a view to

- rescheduling any of its debts; or
 - 11.1.5 a petition is filed, notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of a Party; or
 - 11.1.6 an application is made to court for the appointment of an administration, notice of intention to appoint an administrator is given or an administrator is appointed over a Party;
 - 11.1.7 any person becomes entitled to appoint a receiver, or administrative receiver over any of the assets of a Party or such appointment is made;
 - 11.1.8 a Party ceases or threatens to cease to carry on its business; or
 - 11.1.9 any other event or proceeding occurs or is taken in any jurisdiction which has an effect similar or equivalent to the events mentioned in clauses 11.1.2 to 11.1.8.
- 11.2 The Franchisee may terminate the Franchisee Contract or any part of the Services at any time by giving Zen 30 (thirty) calendar days' notice in writing. If the Franchisee chooses to terminate the Franchisee Contract during the Specified Term, the Franchisee may still be liable to pay the Early Termination Charge as set out in Annex 3.
- 11.3 The Franchisee may terminate this Franchisee Contract with immediate effect on notice to Zen, if:
- 11.3.1 Zen breaches any of the provisions of clause 12 (confidentiality) and/or 15 (data protection);
 - 11.3.2 Zen breaks any Applicable Laws;
 - 11.3.3 the Franchisee is required to do so by Subway® or IPC Europe.
- For the avoidance of doubt, and without affecting any of the Franchisees accrued rights, claims or remedies under this Franchisee Contract, in the event of termination of this Franchisee Contract by the Franchisee under clauses 11.1 or 11.3, no Early Termination Charge shall be payable by the Franchisee.
- 11.4 Zen may suspend or terminate the Services and/or terminate the Franchisee Contract immediately at any time (including during any Specified Term), on prior reasonable written notice without affecting any of Zen's accrued rights or claims:
- 11.4.1 where Zen has valid reason to believe that the Services are being used in breach of Applicable Laws;
 - 11.4.2 where Zen is required to do so by a government or regulatory authority;
 - 11.4.3 for late payment of the charges or any other sum due by the Franchisee under this Franchisee Contract and where the Franchisee despite receiving notice of an over-due payment has failed to make such payment within 30 (thirty) days of receipt of a notice of breach;
 - 11.4.4 if the Franchisee or its employees using the Service, act towards Zen's staff or agents in a way which is wholly inappropriate, offensive or serious enough to justify suspending or terminating the Service (for example by using abusive or racist language).
 - 11.4.5 if Subway® terminates the franchise agreement concluded between the relevant Subway® entity and the Franchisee; or

11.4.6 where Zen receives a notice from IPC Europe calling on Zen to terminate this Franchisee Contract with the Franchisee.

11.5 Any suspension of the Service by Zen in accordance with this Franchisee Contract will not constitute a termination of this Franchisee Contract and Zen may require the Franchisee to pay a reconnection fee to recommence the Services together with any applicable charges provided such suspension is necessary solely due to a breach of this Franchisee Contract by the Franchisee.

12 CONFIDENTIALITY

12.1 Each Party shall:

12.1.1 keep and treat the Confidential Information of the disclosing Party, Subway® and their respective Affiliates strictly confidential at all times;

12.1.2 not disclose the Confidential Information or allow it to be disclosed to any person, without the prior written consent of the disclosing Party, and unless permitted under this Franchisee Contract. The receiving Party shall be responsible for any act or omission by it, its Affiliates and their respective employees or Personnel (or by any party to whom it is permitted to disclose any Confidential Information pursuant to this clause 12) that would be a breach under this Franchisee Contract, as if the receiving Party committed such act or omission;

12.1.3 not use the Confidential Information or circulate it within its own organisation in whole or in part, except to the extent necessary to execute its contractual obligations towards the disclosing Party or for any other purpose the disclosing Party may have expressly authorised in writing; provided, that, each such party must, prior to any such disclosure, be subject to written obligations of confidentiality and non-disclosure in relation to any such disclosed Confidential Information, which obligations are substantially similar to those set forth in this Franchisee Contract.

12.2 The obligations of confidentiality set out in this clause shall not apply to any Confidential Information that the receiving Party can show:

12.2.1 was known to the receiving Party without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the receiving Party without such restrictions before it was imparted by the disclosing Party;

12.2.2 is or has subsequently become publicly available, or contained in publicly available documents, products or services through no fault on the part of the receiving Party;

12.2.3 is received by the receiving Party without restriction on disclosure or use from a third party (excluding Subway® and its Affiliates) lawfully entitled to make the disclosure to the receiving Party without such restrictions or

12.2.4 is required to be disclosed by order of a competent court or administrative or regulatory authority, or in order to comply with a legal obligation or other compulsory legal process, it being understood that, if permitted to do so by law, the receiving Party shall use all reasonable endeavours to first inform the disclosing Party (and Subway® or its Affiliates (as

applicable)) in writing ,at least fifteen (15) days in advance of any required disclosure in order to afford the disclosing Party an opportunity to seek a protective order or other relief, and upon the disclosing Party's written request and expense, the receiving Party shall reasonably cooperate with disclosing Party's efforts to seek a protective order or other relief. If the receiving Party is nonetheless required to disclose any of the disclosing Party's Confidential Information pursuant to the foregoing, it will furnish only that portion of the Confidential Information that is legally required to be furnished and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such Confidential Information.

- 12.3 Unless otherwise agreed by the Parties in a separate agreement, all Confidential Information, and the Intellectual Property rights contained therein, shall at all times remain owned by the disclosing Party or its licensors.
- 12.4 The receiving Party agrees that any actual or threatened unauthorised use or disclosure of the disclosing Party's Confidential Information would cause irreparable injury to the disclosing Party for which no adequate remedy at law exists. Therefore, notwithstanding any other provision of this Agreement, in the event of a breach or threatened breach by a receiving Party of its obligations in connection with Confidential Information, the disclosing Party or Subway® or its Affiliates (as applicable) will be entitled to seek equitable relief (including, without limitation, specific performance and injunctive relief) from any court of competent jurisdiction, without the requirement of posting a bond or other security (where applicable), and without limiting any other rights or remedies available to the disclosing Party or Subway® or its Affiliates (as applicable). To the extent the disclosing Party or Subway® or its Affiliates (as applicable) prevails in seeking such equitable relief, it may also recover any out-of-pocket expenses incurred in seeking and enforcing any such equitable remedies, including, without limitation, any legal expenses, including court costs and reasonable in-house and external legal fees.
- 12.5 At the written request of the disclosing Party or Subway® or its Affiliates, the receiving Party shall promptly deliver to the disclosing Party or Subway® or its Affiliates (as applicable) (or, at the disclosing Party's or Subway® or its Affiliates' (as applicable) option, destroy or erase) all Confidential Information supplied by the disclosing Party or Subway® or its Affiliates (as applicable) and any materials incorporating or referring to any Confidential Information of the disclosing Party or Subway® or its Affiliates (as applicable), and all copies thereof. Notwithstanding the foregoing, the receiving Party may keep a copy of the Confidential Information (which shall be clearly marked as confidential by the receiving Party) if and to the extent it is required to retain such Confidential information pursuant to Applicable Laws, or pursuant to an order of a competent judicial, governmental or regulatory authority.

12.6 If for any reason, Confidential Information should be transferred to any third party, the transferring Party shall cause the third party to respect at least the same Confidentiality obligation as included in this clause 12.

12.7 No public announcement, notice, press release, social media post or other documentation or information shall be released or made public by Zen without the prior written consent of IPC Europe in relation to the form and nature of such publication.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property owned or controlled by a Party before entering into this Franchisee Contract will remain the property of the respective Party. No provisions of this Agreement shall give rise or shall be deemed to give rise to an assignment, transfer or licensing of the Intellectual Property.

13.2 Neither Party may remove, modify or delete any copyright, trademark or trade name of the other Party and/or its licensor's Intellectual Property from any items delivered to the Party including but not limited to in the Services, software, Confidential Information, promotional material, and/or documentation.

13.3 Neither Party shall register or otherwise use any trademarks, trade names or domain names that contain, resemble or are identical to those of the other Party.

14 ANTI-BRIBERY / ANTI-CORRUPTION

14.1 Each Party confirms that it or anyone acting on its behalf has not offered in the past, or caused to be offered, or intends to offer or cause to be offered, any money or other thing of value to any private business counterparts or government officials that would violate any anti-bribery laws.

14.2 Each of the Parties agrees to ensure compliance with applicable anti-corruption laws relevant to the provision of the Services and the Equipment contemplated by this Agreement, including, but not limited to the Criminal Justice (Corruption Offences) Act 2018 and the UK Bribery Act (UKBA) or such other anti-corruption laws as may be in force from time to time during the Specified Term or any extended term of this Franchisee Contract . This includes compliance with all laws, domestic and foreign, wherever either Party operates as appropriate, prohibiting improper payments, gifts or inducements of any kind to and received from any person, including officials in the private or public sector, customers and suppliers.

14.3 Anti-bribery laws mean all anti-bribery related provisions in the criminal and anti-competition laws and any other applicable anti-bribery or anti-corruption laws applicable for the Parties.

14.4 Each Party furthermore confirms that it does not know or has no reason to believe that any consultant, agent, representative, or any other employee or Personnel retained by it in its business with the other

Party has engaged in conduct that is potentially in violation of the anti-bribery laws.

14.5 Zen shall maintain sufficient anti-bribery policies and a code of ethics in accordance with Good Industry Practice.

15 PERSONAL DATA

15.1 The Parties are each independent Data Controllers and are each responsible for compliance with all Applicable Laws governing the sharing and use of personal data including Data Protection Act 2018 and General Data Protection Regulation 2016.

15.2 The Franchisee agrees that Zen may hold information provided to it by the Franchisee in a computerised database. The Franchisee agrees that such data may be processed and may, in certain circumstances, be supplied to and processed by Zen's suppliers to enable the provision and maintenance of the Equipment and/or the Services. Detail as to how Zen holds and processes the Franchisee's personal data can be found in Zen's Privacy Notice https://www.zen.co.uk/resources/docs/default-source/document-library/global-documents/zen-privacy-notice-v2-1-18jun2018.pdf?sfvrsn=651ce146_10.

15.3 The Franchisee acknowledges that from time to time Zen may be required under certain laws and regulations to co-operate with and disclose data to, government or other bodies and/or authorities.

15.4 The Franchisee agrees that Zen may share the information it holds about the Franchisee and the Franchisee's use of the Services with The Cloud, IPC Europe and/or Subway® as they may require. As between the Parties, Zen is responsible for the acts or omissions of its subcontractor, The Cloud, in connection with the Services.

16 FORCE MAJEURE

16.1 Neither Party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under this Franchisee Contract so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.

16.2 A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event:

16.2.1 notify the other Party of the nature and extent of such Force Majeure Event; and

16.2.2 use all reasonable endeavours to remove any such causes and resume performance under this Franchisee Contract as soon as feasible.

16.3 For the purposes of this clause 16, a Force Majeure Event means an event beyond the control of a Party (or any person acting on its behalf), which, by its nature, could not have been foreseen by such Party, or, if it could have been foreseen, was unavoidable, and includes, without limitation, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.

17 COSTS

Save as otherwise provided in this Franchisee Contract, each Party shall pay its own cost in connection with the negotiation, preparation, execution and performance of this Franchisee Contract, and all ancillary documents to it.

18 SEVERANCE

18.1 If any provision of this Franchisee Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19 FURTHER ASSURANCE

Each Party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution and delivery of all documents and doing of all such things as are required to give full effect to this Franchisee Contract and the transactions contemplated by it.

20 VARIATION AND WAIVER

20.1 Any variation of this Franchisee Contract must be in writing and signed by authorised representatives of the Parties.

20.2 Any waiver of any right under this Franchisee Contract is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.

20.3 No failure to exercise or delay in exercising any right or remedy provided under this Franchisee Contract or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement of such right or remedy.

20.4 No single or partial exercise of any right or remedy under this Franchisee Contract shall prevent or restrict the further exercise of that or any other right or remedy.

21 DISPUTE RESOLUTION

- 21.1 If any dispute arises between Zen and the Franchisee, the Franchisee agrees that IPC Europe may (at its option) negotiate and endeavour to assist in the resolution of that dispute. The Franchisee and Zen agree to be bound by the outcome of that negotiation or any dispute resolution processes.
- 21.2 In the event that IPC Europe does not opt to negotiate and assist the Franchisee in the resolution of a dispute between Zen and the Franchisee then the Franchisee shall negotiate and attempt to settle the dispute with Zen as follows:
- (i) The account manager of Zen and the Franchisee or his / her authorised representative shall meet and attempt to resolve the dispute within five (5) Business Days of the dispute being referred to them for resolution;
 - (ii) In the event the account manager of Zen and the Franchisee or his / her authorised representative cannot resolve the dispute within the time period specified in clause 21.2 (i) the matter shall be referred to the Head of Sales Zen Business on behalf of Zen who shall meet with the Franchisee within five (5) Business Days of the matter being referred to them for resolution;
 - (iii) In the event Head of Sales, Zen Business and the Franchisee are unable to agree a resolution the matter within the time period specified in clause 21.2(ii) then the matter shall be referred to the Managing Director of Zen Business on behalf of Zen who shall meet with the Franchisee within five (5) Business Days of the matter being referred to them for resolution;
 - (iv) In the event that the Managing Director of Zen and the Franchisee are unable to resolve the dispute then, subject to clause 23.5, the matter may be referred by either Party to an appropriate court for resolution.
- 21.3 The Parties agree to negotiate in good faith as set forth in clause 21.2 above to try to resolve any dispute arising pursuant to this Agreement prior to issuing legal proceedings.

22 NOTICES

- 22.1 A notice served under this Franchisee Contract:
- 22.1.1 shall be in writing in the English language;
 - 22.1.2 shall be signed by an authorised representative of the Party giving it;
 - 22.1.3 shall be sent for the attention of the person and to the address, given in this clause 22 (or such other address as the relevant Party may notify to the other Party in accordance with the provisions of this clause 22); and
 - 22.1.4 shall be:
 - 22.1.4.1 delivered personally; or

- 22.1.4.2 sent by commercial courier; or
- 22.1.4.3 sent by pre-paid first-class post or recorded delivery; or
- 22.1.4.4 (if the notice is to be served by post outside the country from which it is sent) sent by airmail requiring signature on delivery; or
- 22.1.4.5 sent electronically.

22.2 The addresses for service of notice are:

22.2.1 The Franchisee - the address as provided by the Franchisee on the electronic web form when placing an order.

22.2.2 Zen

Address: Sandbrook Park, Sandbrook Way, Rochdale, OL11 1RY

For the attention of: Abid Ali

Email: abid.ali@zeninternet.co.uk

22.3 A notice or any other communication given in connection with this Franchisee Contract is deemed to have been received:

22.3.1 if delivered personally, at the time of delivery; or

22.3.2 if sent by commercial courier, at the time of signature of the courier's delivery receipt; or

22.3.3 in the case of pre-paid first class post or recorded delivery, 9.00 am on the second Business Day after posting; or

22.3.4 in the case of airmail, 9.00am on the fifth Business Day after posting; or

22.3.5 if delivered electronically, at the time of delivery provided a copy of that email is also delivered by an additional service method in accordance with this clause.

22.4 For the purposes of this clause:

22.4.1 all times are to be read as local time in the place of deemed receipt; and

22.4.2 if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on any Business Day), the notice shall be deemed to have been received at the opening of business on the next Business Day in the place of receipt.

22.5 To prove delivery, it is sufficient to prove that, in the case of post, the envelope containing the notice was properly addressed and posted, or in the case of email a delivery notification receipt is confirmed.

23 OTHER MATTERS

23.1 This Franchisee Contract may be enforced by IPC Europe and/or Subway® in relation to those terms expressly giving rights of action or affording protection to them.

23.2 Save as set out in clause 23.1 above, no term of this Franchisee Contract shall be enforceable under the Contracts (rights of Third Parties) Act 1999 by a person who is not a party to it, but this does not

affect any right or remedy of a third party which exists or is available apart from under that Act.

- 23.3 The Franchisee may not assign, delegate, novate or otherwise transfer any of its rights and obligations under this Franchisee Contract without the prior written consent of Zen (such consent not to be unreasonably withheld or delayed). Zen may assign, delegate, novate or otherwise transfer any of its rights or obligations to a third party on prior written notice to the Franchisee provided such third party has been approved by IPC Europe and SIBV and such third party complies with the provisions of the Agreement, this Franchisee Contract and the policies of IPC Europe and Subway®.
- 23.4 This Franchisee Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Franchisee Contract but all the counterparts shall together constitute the same agreement.
- 23.5 This Franchisee Contract is governed by and interpreted in accordance with the laws of England and Wales (or the laws of Scotland for Franchisees located in Scotland or the laws of Northern Ireland for Franchisees located in Northern Ireland or the laws of the Republic of Ireland for Franchisees located in the Republic of Ireland). Any dispute arising in connection with this Franchisee Contract will be subject to the non-exclusive jurisdiction of the courts of England and Wales or the courts of the country where the Franchisee is located.

ANNEX 1 – SERVICES

1. INSTALLATION AND ENGINEER VISITS

- 1.1 Zen will send an engineer to install the line at the Franchisee's premises. The engineer installation does not include the installation of the router or connection of any other Equipment. Zen will ask the Franchisee to install the router but will provide instructions on how to do this. The Franchisee can request that an engineer to installs the router, however there will be a charge for this as it is not part of the Services.
- 1.2 The Service provided by Zen is a new service and does not involve the transfer or cancellation of any existing broadband and telephony services that the Franchisee may have. The Franchisee is responsible for cancelling these services with its existing provider.
- 1.3 Zen's engineers may need to visit the Franchisee's premises from time to time to (i) install the Services or Equipment; (ii) carry out routine repairs or upgrades; or (iii) respond to a call from the Franchisee regarding a potential fault with the Services or Equipment. The engineer will not be responsible for connecting any equipment not supplied by Zen (for example a cash register or switch/ LAN).
- 1.4 Zen will agree an appointment date with the Franchisee but may need to change the date in which case Zen will use best endeavours to give the Franchisee as much notice as possible, but not less than 2 (two) Business Days.
- 1.5 The Franchisee is required to provide Zen with two (2) Business Days' notice should the Franchisee need to change or cancel an engineer's visit.
- 1.6 Zen may charge the Franchisee for an engineer's visit if:
 - 1.6.1 there is no one over eighteen (18) years old present and authorised by the Franchisee to make decisions in relation to the Services and/or Equipment;
 - 1.6.2 the Franchisee fails to give Zen the requisite two (2) Business Days' notice to cancel the visit under paragraph 1.5 above;
 - 1.6.3 the Franchisee reports a fault but does not follow Zen's instructions; or the Franchisee provides incorrect information to Zen; or the engineer discovers the fault was not due to the Services or Equipment supplied by Zen; or the reported fault was not found;
 - 1.6.4 the Franchisee provided an incorrect address;
 - 1.6.5 the engineer arrives at the Franchisee's premises but the Franchisee no longer wishes the work to be carried out; or
 - 1.6.6 the engineer cannot access or is refused access to the Franchisee's premises for any reason.

2. REPAIRS AND MAINTENANCE

To maintain the quality and safety of the Services, Zen may from time to time suspend, close down or restrict some or all of the Services to carry out repairs, maintenance or improvements. Zen will use best endeavours to give the Franchisee as much prior notice as possible but in any event not less than two (2) Business Days prior notice. Unless it is an emergency, Zen will usually carry out repairs, maintenance and improvements outside of peak usage times (between 2300h and 0600h) to minimise the impact on the Franchisee's use of the Services.

ANNEX 2

TECHNICAL SPECIFICATION AND SERVICES

Technical Specification and Connectivity Solution

1 Overview

The Supplier (as used herein “Supplier” means Zen) warrants it shall provide a connectivity solution for the Franchisees based on the technical requirements detailed within this Annex 2.

This Annex 2 will describe the features and functionality of the solution that Supplier will provide to the Franchisees

This Annex 2 will not describe Guest Wi-Fi functionality or the deployment or in-life support that the Supplier will provide as part of the overall Services.

2. Technical Requirements

The Subway® stores signing up for the Services provided by the Supplier will be required to have the following: an Internet access gateway function with NAT, basic firewall rules, network segmentation, multiple VLANs plus other non-functional requirements.

This Annex 2 will define those requirements and describe their use.

3. Router Selection

The router selected to deliver the required functionality is a Cisco C1117-4PWE. This device is fixed configuration (not modular) and features a VDSL2/ADSL2 modem, a four-port gigabit Ethernet LAN switch, a wireless LAN controller and an 802.11ac wave 2 wireless access point.

The router is provided with an external “worldwide” multi-voltage / multi-frequency PSU (Power Supply Unit) with a Standard UK mains plug to BS1363. The router is not rack mountable as standard, although rack mount kits are available separately at additional cost.

4. WAN Capability

The design of the solution will support subscriber fixed line access methods currently available as a standard service.

- Fibre Broadband (FTTC) all speeds up to 80:20
- Copper Broadband (ADSL) all speeds up to 24Mbps
- FTTP Speeds up to 40:10 – faster speeds to be agreed when they are available

The WAN service will authenticate using PPP username/passwords supplied and configured by the Supplier as part of the provisioning process. The WAN service will provide a single, static Public IP address.

5. Wired LAN connectivity

The router will provide four physical gigabit Ethernet ports, each of which will provide connectivity for one logical VLAN. VLAN trunking (IEEE802.11Q) is not supported.

The device is not capable of providing power for external devices (PoE) and does not support port security functionality.

6. Wireless LAN connectivity

The built-in wireless LAN controller and access point will provide connectivity for seven “corporate” SSIDs.

Encryption for each SSID will be via the WPA2-AES standard, authentication will be via a pre-shared key which will be unique for each SSID in each store. The Supplier’s solution will adhere to Subway® standards for key complexity as published at the time of writing, namely a minimum of eight characters incorporating upper and lower case letters, numeric and special characters.

The corporate SSIDs does not feature wireless client isolation, meaning that clients connected to the same Wi-Fi SSID will be able to communicate directly with each other.

7. NAT Functions

The Public IP address will be used to perform NAT functions for all internal traffic. All traffic will use the same external IP address and a single inbound NAT function is required to allow remote access to the CCTV camera.

The NAT service is stateless, and as such will not track sessions, block out-of-sequence packets or perform other functions associated with a stateful firewall.

The mapping for the CCTV will be consistent at all locations and it is also necessary for the inbound security Access Control List (“ACL”) to be common across all locations.

This means that the (internal) IP address of the camera and the IP address of the users allowed to access it MUST be the same across all Franchisee stores.

8. Network Security

A number of ACLs, each of which performs a separate function, provides network security.

One ACL permits access to the IP address of the CCTV camera only from the internet.

Separate ACLs control whether a device on one VLAN is able to communicate with devices on other VLANs. In this regard there are two options:

- Isolated, where a device on a VLAN is only able to communicate with other devices on the same VLAN and out to the internet;
- Unrestricted, where a device is able to communicate with devices on other unrestricted VLANs as well as out to the internet.

All outbound access is permitted to any address other than the sites identified by Cisco Umbrella Easy Protect which will attempt to block request to malicious destinations.

9. Guest Wi-Fi support

Guest Wi-Fi functionality will be provided by a dedicated device, supplied and managed by The Cloud.

The Cloud's solution will provide a dedicated physical Ethernet LAN port for this device, will issue an IP address via DHCP and will restrict traffic from this device to solely accessing the internet, isolating it from all other VLANs.

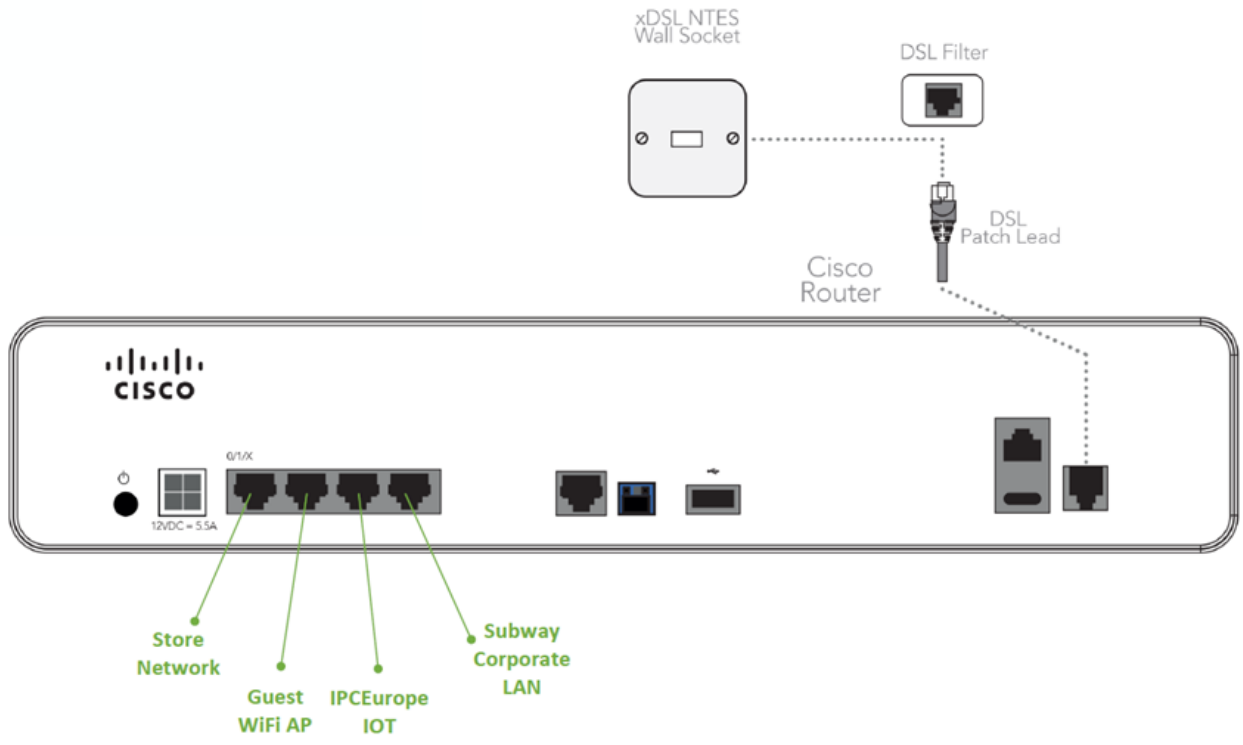
10. Traffic Control

The guest WiFi LAN has a strict policer applied to the interface, which is set to 5Mbps, which will ensure that Subway® customer's use of guest WiFi will not cause the store's business service to suffer due to congestion.

This does not mean that the Franchisee's store network is prioritized, just that the Subway® guests cannot consume more than 5Mbps.

11. Configuration Details

| VLAN ID | VLAN name | Physical port | IP address range | DHCP scope | Lease time | DNS name | Gateway IP address | Isolated? | SSID | Broadcast SSID name? |
|---------|----------------|---------------|------------------|------------|------------|--------------|--------------------|-----------|-----------------|----------------------|
| 10 | Corporate | 3 | 192.168.1.0/24 | .1 - .223 | 24 hrs | subway.local | .254 | No | SubwayCorporate | No |
| 2 | Store network | 0 | 192.168.2.0/24 | .1 - .223 | 24 hrs | subway.local | .254 | YES | In-Store-Wi-Fi | No |
| 3 | IPCEurope-IoT | 2 | 192.168.100.0/24 | .1 - .223 | 24 hrs | subway.local | .254 | No | IPCEurope-IoT | Yes |
| 4 | Spare 1 | n/a | 192.168.101.0/24 | .1 - .223 | 24 hrs | subway.local | .254 | No | IPCEurope-IoT1 | No |
| 5 | Spare 2 | n/a | 192.168.102.0/24 | .1 - .223 | 24 hrs | subway.local | .254 | No | IPCEurope-IoT2 | No |
| 6 | Spare 3 | n/a | 192.168.103.0/24 | .1 - .223 | 24 hrs | subway.local | .254 | No | IPCEurope-IoT3 | No |
| 7 | Spare 4 | n/a | 192.168.104.0/24 | .1 - .223 | 24 hrs | subway.local | .254 | No | IPCEurope-IoT4 | No |
| 8 | Customer Wi-Fi | 1 | 10.200.200.0/26 | .1 - .3 | 24 hrs | none | .254 | YES | n/a | n/a |



Services

1. SERVICE DEFINITIONS

This Annex 2 defines the Services and their components that will be provided by the Supplier to any Franchisee under the terms of this Agreement. These workflows are documented in detail in Annex 5.

2. OVERALL SERVICE

2.1 The Services that will be provided to a Franchisee will comprise of the following components:

- Phone Line
- Broadband (Best available FTTC [80/20] or ADSL if not)
- CISCO 1117-4PWE Router
- CISCO Umbrella Easy Protect

2.2 FTTP will only be an option where it is the only available connectivity type and will have a 40/10 speed profile. It is intended that the Supplier will offer faster speeds in the future when it becomes commercially available at competitive prices.

2.3 As well as the physical components referred to in paragraph 2.1 above, there are some additional services, which will be delivered to the Franchisees as part of the Service package:

- 4G Loan LTE Device
- In-life upgrades for broadband when better technologies become available. Costs associated with upgrades have been set out in Annex 3
- Call Packages. Call charges have been set out in Annex3
- CISCO Umbrella Easy Protect

2.4 There are additional service options available for purchase by the Franchisees at the time of placing an order. Pricing for such additional options have been provided within Annex 3. Such additional service options include:

- On-site Engineer Hardware install
- Named Engineer
- Site Specific Risk and Method Statement (SS RAMS)
- One off Professional Service Charges
- Transfer of existing phone number

2.5 Territory (Regions)

- Mainland UK and Northern Ireland only (excludes Isle of Man, Isle of Wight, Channel Islands, Scottish Highlands, Scottish Islands and the Republic of Ireland).

2.6 **Exceptions/Exclusions/Restrictions**

- The Service is available as a whole package and component parts as referred to in paragraph 2.1 cannot be ordered individually.
- No changes to router configuration are allowed on Subway® store specific basis

3. **Phone Line**

3.1 Description

A telephone line is the physical copper between the Telephone Exchange and Subway® Franchisee's store, used to deliver a telephone service for the connecting user(s). This also acts as the underlying service upon which any broadband services will be overlaid (excluding FTTP).

3.2 Maintenance Category Level

3.2.1 Support Hours: The hours of support provided by the Supplier to the Subway® Franchisees will be 7 days a week between the hours of 08:00 and 20:00 excluding Christmas day and New Year's Day. If during the term of this Agreement, the Supplier implements its plans to move to 24 hours of support 7 days a week, there will be no additional charges to the Subway® Franchisees for the provision of such support services.

3.2.2 Repair Times: Where a fault is detected via remote line testing, the Supplier shall use best endeavours to clear the fault by 23:59 the next day, Monday to Saturday, excluding Sundays, Public and Bank Holidays. For example, if a fault is raised within the support hours on a Tuesday, it will be resolved and cleared on by Wednesday.

3.2.3 Engineer visits: On-site diagnostics will need to be carried out by the Franchisee to rule out a local issue prior to contacting the Supplier's service desk. Where a service fault is not detected via remote line testing by the Supplier's service desk; a Supplier engineer may be arranged to investigate the telephone line. Engineer appointments are subject to Supplier engineer availability Monday to Saturday, excluding Sundays, Public and Bank Holidays.

3.2.4 Engineer charges may apply if no fault is found with the broadband service; or where the fault could have been resolved by the Franchisee following the Supplier's diagnostics; or where the Franchisee has misled the Supplier's technical support agents; or where the Franchisee has solely and negligently caused physical damage to the Supplier's equipment (this includes wiring and termination sockets) within the boundaries of the Franchisee's store.

3.2.5 Please refer to Annex 3 for details of the engineer charges referred to in paragraph 3.2.4 above.

3.3 Territory/Regions of cover

3.3.1 Phone line services can be ordered and installed within mainland United Kingdom and Northern Ireland only. For the avoidance of doubt, the Isle of Man, Isle of Wight, Channel Islands, Scottish Highlands, Scottish Islands and the Republic of Ireland are excluded and the phone line services will not be available to them.

3.4 Service Delivery

3.4.1 In order for a telephone line to be installed, it is required that the Franchisee has:

- Registered premises/postcode within Royal Mail database.
- A contact name and contact number for the Franchisee's store to support the service installation.
- Availability at the Franchisee's store for the Supplier's engineer to complete the telephone line installation.

3.4.2 If the Franchisee does not meet the above requirements, the Franchisee should contact the Supplier's account team on 01706900280 option 1 who will be able to advise on if or how an order can be progressed.

3.4.3 If access to the Franchisee's store is denied, or a representative is not available to allow the Supplier's engineer access for telephone line installation, then charges may apply as specified in Annex 3

3.5 Service Operations

3.5.1 Prior to contacting the Supplier's service desk, the Franchisee must:

- Be named as a contact on the account and must comply with GDPR requirements. The Supplier will speak to non-named contacts and will assist them up until the point where the Supplier needs to reveal non-publicly available information, perform intrusive diagnostics, raise faults to 3rd party suppliers or provide 4g loan devices. In situations where the Supplier has taken a non-named contact as far as possible through the support process, the elapsed time for the reporting of service performance will be paused until such time as a named contact (or IPC Europe) contacts the Supplier to resume the query. The recording of service performance time will recommence at this point;
- Provide the Supplier with a reference pertaining to the Service affected by the issue e.g. Franchisee store number, phone number, site address, incident reference;
- Provide the description of the issue being experienced and any (additional) reasonable information requested by the service desk;
- Ensure that it has carried out the diagnostics checklist that will be provided via IPC Europe through Extra or via the Supplier as part of the service pack, or via a localised Supplier provided diagnostic application accessible to the Franchisee. Additional checks may be requested by the Supplier's service desk to support identification of the root cause.

3.5.2 Once a service fault has been established, and to support timely resolution, the Franchisee must provide a store contact who will be responsible for:

- Receiving incident updates and sharing that internally to the affected users at the Franchisee store;
- Owning the problem from a Franchisee’s perspective;
- Consenting to any potential engineering charges that may be applicable as per the Agreement for Services consumed;
- Providing store availability should the Supplier need to dispatch an Engineer to the Franchisee’s store;
- Providing access for the Supplier’s engineers (if required) to the Franchisee’s store;
- Testing the Service post resolution; and.
- Confirming that the Service has been resumed in order for the incident to be closed.

3.6 Demarcations

3.6.1 The Supplier is responsible for providing a working telephone Service up to the network termination end (“NTE”).

3.6.2 The Franchisee is responsible for ensuring that all Franchisee equipment beyond the NTE is maintained and is kept in a suitable environment/location. A suitable environment / location will be deemed to be one which is free from water, free from the risk of physical damage; and is free from sub-optimal operating environmental conditions such as humidity, restricted air-circulation and extremely high or extremely low temperatures (“**Suitable Environment**”).

3.6.3 If the NTE is damaged by the Franchisee and/or is in an unsuitable environment within the boundary of the Franchisee’s store charges may apply. For example: water or physical damage whether accidental or deliberate, sub-optimal operating environmental conditions like humidity, restricted air-circulation, temperature, end user tampering, etc.

| Service | Supplier Responsibility | Franchisee Responsibility |
|------------|---|--|
| Phone line | Up to the distribution point in shared premises (Example: Retail Parks) or the NTE (Internal Phone socket) in a self- contained unit. | Beyond the distribution point or the NTE (Internal Phone socket) |

3.7 Exceptions/Exclusions/Restrictions

The following outlines exceptions where the supply and/or repair of telephone lines may be delayed.

- Matters beyond our reasonable control (“**MBORC**”) – Where there are severe weather conditions and/or major Services outages affecting the Supplier’s engineer supplying or repairing the telephone lines.
- Major Service Outage (“**MSO**”) – Where there is a major service outage affecting multiple customers, repair may be delayed

- Risk Assessment and Method Statement including Site Specific (“**RAMS/SSRAMS**”) – Delays in the supply of a telephone line may apply where a risk assessment is required prior to the provision of the Service. For example, hospital premises.

3.8 Charges/Pricing

3.8.1 Service specific charges will occur in the following cases:

- Where a Franchisee or named representative insists on an engineer visit against the recommendation of the Supplier;
- Where the Supplier’s engineer on fault investigation determines that no fault is found (“**NFF**”) with the Service;
- Where the Supplier’s engineer on fault investigation determines that the Service is right when tested (“**RWT**”);
- Where the Supplier’s engineer is refused access to the Franchisee’s store or the Franchisee is not available to allow the engineer access to the store to supply or repair a telephone service; and
- SSRAMS are required as part of the provision for a telephone line service;

3.8.2 Excess construction charges (“**ECCs**”) may be applicable should further work be required to provide a telephone line to the Franchisee’s store, for example dig work.

3.8.3 Engineer charges may apply if no fault is found with the phone line; or where the fault could have been resolved by the Franchisee following Supplier diagnostics; or where the Franchisee misleads the Supplier’s technical support agents; or where the Franchisee solely and negligently caused physical damage to the Supplier’s equipment (this includes wiring and termination sockets) within the boundaries of the Franchisee’s store. For the avoidance of doubt, if the Franchisee follows all the Supplier’s processes and diagnostics correctly but no fault is found by engineer at the Franchisee’s store, then no charge will be levied against the Franchisee.

3.8.4 All Service specific charges and ECC’s are detailed in Annex 3

3.9 Customer Responsibility

3.9.1 Failure to comply with the requirements detailed herein will result in a delay in the supply of the Service or in resolving an incident affecting the Service and may also result in engineering charges as detailed in Annex 3

3.10 Number Porting Process

- 3.10.1 Number portability is a regulated facility which allows the Franchisee to retain their current telephone numbers when moving services across to the Supplier. Current Franchisee numbers will be ported by the Supplier for onward routing by prefixing the number for the Supplier host network. Number porting is managed by the Supplier through its PSTN interconnect partners. The process follows the industry standard process and lead times.
 - 3.10.1.1 Zen request to move the existing line to their control, based on instruction from franchisee (Zen call this “like for like transfer”)
 - 3.10.1.2 Incumbent provider notify the franchisee that the line is moving away and any consequential charges - current owner has 10 working days to stop the move
 - 3.10.1.3 After 10 working days Zen are notified that the line is now live with them and then control the additional number from the new line and the old number on the old line
 - 3.10.1.4 Zen put in a request to move the old number to the new line and when complete cancel the old line

4. ADSL and FTTC

4.1 Description

- 4.1.1 ADSL and FTTC delivers internet connectivity to the connecting user over a telephone line. ADSL and FTTC will be referred to as “**Broadband**” for the purpose of the Service definition.

4.2 Maintenance Category Levels

- 4.2.1 Support Hours: The hours of support provided to the Franchisees will be 7 days a week (Sun-Sun) 08:00-20:00 excluding Christmas day and New Year’s Day. If during the term of this Agreement, the Supplier implements its plans to move to 24 x 7 support, there will be no additional charges to the Franchisees for the provision of such Service.
- 4.2.2 Repair Times: Where a fault is detected via remote line testing, the Supplier shall use best endeavours to clear the fault within 72 working hours 08:00 – 18:00 Monday to Saturday, excluding Sundays, Public and Bank Holidays. This is subject to fault being raised by the Franchisee during support hours.
- 4.2.3 Engineer visits: On-site diagnostics will need to be carried out by the Franchisee to rule out a local issue prior to contacting the Supplier’s service desk. Where a Service fault is not detected via remote line testing by the Supplier’s service desk, a Supplier engineer may be arranged to investigate the Broadband Service. Engineer appointments are subject to the Supplier’s engineer availability Monday to Saturday, excluding Sundays, Public and Bank Holidays.

4.2.4 Engineer charges may apply if no fault is found with the Broadband Service; or where the fault could have been resolved through following the Supplier's diagnostics; or if the Franchisee misleads the Supplier's technical support agents; or for physical damage caused solely and negligently by the Franchisee to the Supplier's equipment (this includes wiring and termination sockets) within the boundaries of the Franchisee's store. For the avoidance of doubt, if the Franchisee follows all the Supplier's processes and diagnostics correctly but no fault is found by the engineer at the Franchisee's store, then no charge will be levied against the Franchisee.

4.3

4.3.1 Subject to availability, Broadband services can be ordered and installed within mainland United Kingdom and Northern Ireland only. For the avoidance of doubt, the Isle of Man, Isle of Wight, Channel Islands, Scottish Highlands, Scottish Islands and the Republic of Ireland are excluded and the Broadband services will not be available to them.

4.4 Service Delivery

4.4.1 In order for a Broadband service to be installed, it is required that the Franchisee has:

- A working telephone line into the Franchisee's store;
- Registered premises/postcode within Royal Mail database;
- A contact name and contact number for the Franchisee's store to support the service installation; and
- Availability at the Franchisee's store for the Supplier's engineer to complete the Broadband installation.

4.4.2 If the Franchisee does meet the above requirements, the Franchisee should contact the Supplier's Account team who will be able to advise on if or how an order can be progressed.

4.4.3 Charges may apply if access to the Franchisee's store is denied or a representative is not available to provide access to the Supplier's engineer for the Broadband installation. Certain installations take place external to the Franchisee's store and the Franchisee will be advised when this is the case.

4.5 Demarcations

4.5.1 The Supplier is responsible for providing a working Broadband service up to the NTE.

4.5.2 The Franchisee is responsible for ensuring that all the Franchisee's equipment beyond the NTE is maintained and is kept in a Suitable Environment. If the NTE or

router is damaged by the Franchisee and/or is in an unsuitable environment within the Franchisee's store, then charges may apply. For example: water or physical damage whether accidental or deliberate, sub-optimal operating environmental conditions like humidity, restricted air-circulation, temperature etc.

| Service | Supplier Responsibility | Franchisee Responsibility |
|------------------|--|---|
| Phone line | Up to the distribution point in shared premises (Example: retail parks) or the NTE (Internal Phone socket) in a self-contained unit. | Beyond the distribution point or the NTE (Internal Phone socket) |
| Broadband | Up to the distribution point or the NTE (Internal Phone socket) | Beyond the distribution point or the NTE (Internal Phone socket) *includes |
| Internal Cabling | Not Responsible | Responsible |

4.6 Exceptions/Exclusions/Restrictions

The following outlines the exceptions where the supply and/or repair of the Broadband service may be delayed.

4.6.1 MBORC (Matters beyond our reasonable control) – Where there are severe weather conditions and/or major Service outages affecting the Supplier's engineer supplying or repairing the Broadband.

MSO (Major Service Outage) – Where there is a major service outage affecting multiple customers, repair may be delayed.

4.6.2 RAMS/SSRAMS (Risk Assessment and Method Statement including Site Specific) – Delays in the supply of the Broadband may apply where a risk assessment is required prior to provision of Service. For example, hospital premises.

4.7 Charges/Pricing

4.7.1 Service specific charges will occur in the following cases:

- Where the Supplier's engineer on fault investigation determines NFF with the Service;
- Supplier's engineer on fault investigation determines that the Service is RWT and where the Supplier has not been given at least 12 hours' notice of service recovery by the Franchisee;
- Where the Supplier's engineer is refused access to the Franchisee's store or the Franchisee is not available to allow the engineer access to the store to supply or repair the Broadband;
- Where SSRAMS are required as part of the provision of the Broadband service; or
- ECCs may be applicable should further work be required to provide the Broadband service to the Franchisee's store, for example dig work.

4.7.2 Engineer charges may apply if no fault is found with the Broadband service; or where the fault could have been resolved by the Franchisee following the Supplier's diagnostics; or where the Franchisee has misled the Supplier's technical support agents; or where the Franchisee has solely and negligently caused physical damage to Supplier's equipment (this includes wiring and termination sockets) within the boundaries of the Franchisees store. For the avoidance of doubt, if the Franchisee follows all Supplier processes and diagnostics correctly but no fault is found by the engineer at the Franchisee's store, then no charge will be levied against Franchisee.

4.7.3 All Service specific charges and ECC's are detailed in Annex 3

4.8 Customer Responsibility

4.8.1 Failure to comply with the requirements detailed herein will result in a delay in the supply of the Service or resolving an incident affecting the service and may also result in engineering charges as detailed in Annex 3

5. FTTP

5.1 Description

5.1.1 FTTP delivers internet connectivity to the connecting user via fibre optics from the exchange directly to the Franchisee's store. Also known as "Superfast Broadband", the terms FTTP or Superfast Broadband may be used interchangeably for the purpose of the Service definition.

5.2 Maintenance Category Levels

5.2.1 Support Hours: The hours of support provided to the Franchisees will be 7 days a week (Sun-Sun) 08:00-20:00 excluding Christmas day and New Year's Day. If during the term of this Agreement Supplier implements its plans to move to 24 x 7 support, there will be no additional charges to the Franchisees for the provision of such Service.

5.2.2 Target Repair Times: Where a fault is detected via remote line testing, the Supplier shall use best endeavours to clear the fault within 72 working hours 08:00 – 18:00 Monday to Saturday, excluding Sundays, Public and Bank Holidays. This is subject to fault being raised by the Franchisee within support hours.

5.2.3 Engineer visits: On-site diagnostics will need to be carried out by the Franchisee to rule out a local issue prior to contacting the Supplier's service desk. Where a service fault is not detected via remote line testing by the Supplier's service desk; a supplier engineer may be arranged to investigate the superfast broadband service. Engineer appointments are subject to the engineer's availability Monday to Saturday, excluding Sundays, Public and Bank Holidays.

- 5.2.4 Engineer charges may apply if no fault is found with the Superfast Broadband Service; or where the fault could have been resolved by the Franchisee following the Supplier's diagnostics; or where the Franchisee misleads the Supplier's technical support agents; or for physical damage caused solely and negligently by the Franchisee to the Supplier's equipment (this includes wiring and termination sockets) within the boundaries of the Franchisee's store. For the avoidance of doubt, if the Franchisee follows all the Supplier's processes and diagnostics correctly but no fault is found by the engineer at the Franchisee's store, then no charge will be levied against the Franchisee.
- 5.3 Territory / Regions of cover
- 5.3.1 Subject to availability, Superfast Broadband Services can be ordered and installed within mainland United Kingdom and Northern Ireland only. For the avoidance of doubt, the Isle of Man, Isle of Wight, Channel Islands, Scottish Highlands, Scottish Islands and the Republic of Ireland are excluded and the Superfast Broadband Services will not be available to them.
- 5.4 Service Delivery
- 5.4.1 In order for a Superfast Broadband Service to be installed it is required that the Franchisee has:
- Registered premises/postcode within Royal Mail database;
 - A contact name and contact number for the Franchisee's store to support the service installation; and
 - Availability at the Franchisee's store for the Supplier's engineer to complete the Superfast Broadband installation
- 5.4.2 If the Franchisee does not meet the above requirements, the Franchisee should contact the Supplier's Account team who will be able to advise on if or how an order can be progressed.
- 5.4.3 Charges may apply if access to the Franchisee's store is denied or a representative is not available to allow the Supplier's engineer access to the Franchisee's store to install the Superfast Broadband. Certain installations take place external to the Franchisee's store and the Franchisee will be advised when this is the case.
- 5.5 Service Support
- 5.5.1 Prior to contacting the Supplier's service desk, the Franchisee must:
- 5.5.5.1 Be named as a contact on the account and must comply with GDPR requirements. The Supplier will speak to non-named contacts and will assist them up until the point where the Supplier need to reveal non-publicly available information, perform intrusive diagnostics, raise faults to 3rd party suppliers or provide 4g loan devices. In situations where the Supplier has taken a non-named contact as far as possible through the support process, the elapsed time for the reporting of service

performance will be paused until such time as a named contact (or IPC Europe) contacts the Supplier to resume the query. The recording of service performance time will recommence at this point;

5.5.5.2 Provide the Supplier with a reference pertaining to the Service affected by the issue e.g. Franchisee store number, phone number, site address, incident reference;

5.5.5.3 Provide the description of the issue being experienced and any (additional) reasonable information requested by the service desk;

5.5.5.4 Ensure that it has carried out the diagnostics checklist that will be provided via IPC Europe through Extra or via the Supplier as part of the service pack, or via a localised Supplier provided diagnostic application accessible to the Franchisee. Additional checks may be requested by the Supplier's service desk to support identification of the root cause.

5.5.6 Once a service fault has been established, and to support timely resolution, the Franchisee must:

5.5.6.1 Provide a contact at the Franchisee store who will be responsible for:

- Receiving incident updates and sharing that internally to the affected users at the Franchisee store;
- Owning the problem from a Franchisee's perspective;
- Consenting to any potential engineering charges that may be applicable as per the Agreement;
- Providing store availability and access should the Supplier need to dispatch an Engineer to the Franchisee's store;
- Testing the Service post resolution; and
- Confirming that the Service has been resumed in order for the incident to be closed.

5.6 Demarcations

5.6.1 The Supplier is responsible for providing a working Superfast Broadband Service up to the Optical Network Termination point ("ONT").

5.6.2 The Franchisee is responsible for ensuring that all Franchisee equipment beyond the ONT is maintained and is kept in a Suitable Environment. Charges may apply if the ONT or router is damaged by the Franchisee (including wiring up to the ONT internal to the Franchisee's store or to the shared premises) and/or in unsuitable environments within the Franchisee's store. For example: water or physical damage whether accidental or deliberate, sub-optimal operating environmental conditions like humidity, restricted air-circulation, temperature etc.

| Service | Supplier Responsibility | Franchisee Responsibility |
|---------------------|---|--|
| Superfast Broadband | Up to the ONT (Optical Network Termination) | Beyond the ONT (Optical Network Termination) This includes any cabling from the ONT to the router |
| Internal Cabling | Not Responsible | Fully Responsible |

5.7 Exceptions/Exclusions/Restrictions

- 5.7.1 The following outlines exceptions where the supply and/or repair of the Superfast Broadband Service may be delayed. These are excluded from the maintenance category levels/ SLAs for the Service.
- 5.7.2 MBORC (Matters beyond our reasonable control) – Where there are severe weather conditions and/or major service outages affecting the Supplier’s engineer supplying the Service or conducting a repair.
- 5.7.3 MSO (Major Service Outage) – Where there is a major service outage affecting multiple customers, repair may be delayed.
- 5.7.4 RAMS/SSRAMS (Risk Assessment and Method Statement including Site Specific) – Delays in the supply of the Service may apply where a risk assessment is required prior to the supply of the Service. For example, hospital premises.

5.8 Charges/Pricing

- 5.8.1 Service specific charges will occur in the event that a Franchisee or named representative insists on an engineer visit against the recommendation of the Supplier and where:
- the Supplier’s engineer on fault investigation determines NFF (No fault found) with Service;
 - Supplier’s engineer on fault investigation determines that the Service is RWT and where the Supplier has not been given at least 12 hours’ notice of service recovery by the Franchisee;
 - the Supplier’s engineer is refused access to the Franchisee’s store or the Franchisee is not available to provide access to the engineer;
 - SSRAMS are required as part of the provision of the Superfast Broadband;
 - ECCs (Excess construction charges) may be applicable should further work be required to provide the Superfast Broadband Service to the Franchisee’s store, for example dig work.
- 5.8.2 Engineer charges may apply if no fault is found with the Superfast Broadband Service; or where the fault could have been resolved through the Franchisee following the Supplier’s diagnostics; or where the Franchisee misled the Supplier’s technical support agents; or for physical damage caused solely and negligently by the Franchisee to Supplier’s equipment (this includes wiring and termination

sockets) within the boundaries of the Franchisee’s store. For the avoidance of doubt, if the Franchisee follows all the Supplier’s processes and diagnostics correctly but no fault is found by the engineer at the Franchisee’s store, then no charge will be levied against Franchisee.

5.8.3 Service specific charges are detailed in Annex 3

5.9 Customer Responsibility

5.9.1 Failure to comply with the requirements detailed herein will result in the delay in the provisioning of the service or resolving an incident affecting the service and may also result in engineering charges as per the details in Annex 3

6. Router

6.1 Description

6.1.1 The router is the terminating device for the broadband connection and is located within the Franchisee’ store. The device provides network access for the Franchisee, both over wired and wireless connections.

6.2 Specification:

6.2.1 The device model deployed at each Franchisee store as part of the Agreement will be Cisco 1117-4PWE.

6.2.2 The router will be configured with the following SSIDs as per the agreed Specification, as detailed within Annex 2.

| | | | |
|----------------|----------------|----------------|----------------|
| Corporate | In-Store-Wi-Fi | IPCEurope-IoT | IPCEurope-IoT1 |
| IPCEurope-IoT2 | IPCEurope-IoT3 | IPCEurope-IoT4 | |

6.2.3 The Router service is supplemented using a cloud based first-line-of-defence security service (Cisco Umbrella Easy Protect) deployed as part of the service installation.

6.2.4 For more information on Cisco Umbrella Easy Protect, please refer to <https://learn-umbrella.cisco.com/datasheets/umbrella-for-service-providers-easy-protect-package>.

6.2.5 The router has 4 wired LAN ports, each with a designated function as per the agreed specification detailed within Annex 1.

| | | | |
|-------------------|-------------------|-------------------|---------------|
| G0/1/0 | G0/1/1 | G0/1/2 | G0/1/3 |
| Store Network LAN | The Cloud WiFi AP | IPCEurope-IoT LAN | Corporate LAN |

6.3 Maintenance Category Levels

6.3.1 Support Hours: The hours of support provided to the Franchisees for hardware break-fix will be 7 days a week (Sun-Sun) 08:00-20:00 excluding Christmas day and New Year’s Day. If during the term of this Agreement, the Supplier implements its

plans to move to 24 x 7 support, there will be no additional charges to the Franchisees for the provision of such Service.

6.3.2 Target Repair Times: The Supplier will ensure that faults affecting the availability of the router will be resolved within 4 hours of the fault being raised by the Franchisee and a case reference documenting the existence of a hardware fault being provided to the Franchisee by the Supplier's service desk. Subject to the fault being raised by the Franchisee to the Supplier's service desk within the support hours (Sun-Sun) 08:00-20:00.

6.4 Service requirements

6.4.1 In order for the router to provide internet connectivity and functionality for a user it is required that the Franchisee has a:

- Working telephone line into the Franchisee's store (the case of ADSL and FTTC services);
- Working Broadband (ADSL, FTTC or FTTP) connection into the Franchisee's store;
- Working power to the device.

6.5 Territory / Regions of cover

6.5.1 Supplier provided Routers can be ordered and installed within mainland United Kingdom and Northern Ireland only. For the avoidance of doubt, the Isle of Man, Isle of Wight, Channel Islands, Scottish Highlands, Scottish Islands, Republic of Ireland are excluded and routers will not be available to them.

6.6 Service Support

6.6.1 Prior to contacting the Supplier's service desk, the Franchisee must:

- 6.6.1.1 Be named as a contact on the account and must comply with GDPR requirements. The Supplier will speak to non-named contacts and will assist them up until the point the Supplier needs to reveal non-publicly available information, perform intrusive diagnostics, raise faults to third party suppliers or supply a 4g loan devices. In situations where the Supplier has taken a non-named contact as far as possible through the support process, the elapsed time for the reporting of service performance will be paused until such time as a named contact (or IPC Europe) contacts the Supplier to resume the query. The recording of service performance time will recommence at this point;
- 6.6.1.2 Provide the Supplier reference pertaining to the service affected by the issue. E.g. Franchisee store number, phone number, site address, incident reference;
- 6.6.1.3 Provide a description of the issue being experienced and any reasonable information requested by the service desk;
- 6.6.1.4 Be able to confirm the phone line associated with the Service is working;
- 6.6.1.5 Ensure that it has carried out the diagnostics checklist that will be provided via IPC Europe through Extra or via the Supplier as part of the service pack, or via a localised Supplier provided diagnostic application

accessible to the Franchisee. Additional checks may be requested by the Supplier's service desk to support identification of the root cause.

6.6.2 Once a service fault has been established, and to ensure timely resolution, the Franchisee must provide a contact name at the Franchisee store who will be responsible for:

- Receiving incident updates and sharing that internally to the affected users at the Franchisee's store;
- Owning the problem from a Franchisee's perspective;
- Consenting to any potential charges that may be applicable as documented in Annex 3
- Ensuring that the Franchisee's store is available and provide access should the Supplier need to dispatch an engineer to the Franchisee's store;
- Testing the Service post resolution;
- Confirming that the Service has been resumed in order for the incident to be closed.

6.7 Demarcations

6.7.1 The Supplier is responsible for:

- Supporting and maintaining the router, including break-fix and any localised configuration changes that are submitted by IPC Europe into the Supplier's service desk; and
- Ensuring that the Wi-Fi service is available. This excludes the Guest Wi-Fi service.

6.7.2 The Franchisee is responsible for ensuring that all wiring leading up to the router, including DSL cable (and Micro-filter) is maintained and is kept in a Suitable Environment.

6.7.3 Charges will apply if the router is damaged by the Franchisee, whether by accident or placing in unsuitable environments within the Franchisee's store. Including but not limited to water or physical damage whether accidental or deliberate, sub-optimal operating environmental conditions like humidity, restricted air-circulation, temperature.

6.7.4 In order to minimise the risk of damage, the Franchisee should ensure the device is placed in a location in which to minimise risk of damage as well as ensuring the device does not have items placed on top of it.

| Service | Supplier Responsibility | Franchisee Responsibility |
|------------------|--|--|
| Internal Cabling | Not Responsible | Responsible |
| LAN | Cisco Router up to the LAN port interface. This excludes any cabling from the phone socket to the router | All locally connected devices e.g. Till, PDQ, Fire and Security Alarms, Wi-Fi access points, LAN switches etc. Including any cabling from the phone socket to the router |

| Applications | Not Responsible | Fully Responsible |
|-----------------|--|--|
| Corporate Wi-Fi | Responsible for ensuring the Wi-Fi service is available. Not responsible for any Wi-Fi performance or coverage issues | Ensuring that the router is placed in optimal position to provide the service. |
| Easy Protect | Responsible for ensuring config is updated on instruction by IPC Europe or Cisco | No responsibility |
| Guest Wi-Fi | Not Responsible | Fully Responsible |

6.8 Exceptions/Exclusions/Restrictions

6.8.1 The following outlines exceptions where the supply and/or repair of the router may be delayed. These are excluded from the maintenance category levels/ SLAs for the service:

- MBORC (Matters beyond our reasonable control) – where there are severe weather conditions and/or major services outages affecting the engineer supplying or repairing the router.
- Changes to router configuration will not be available to individual Franchisees.

6.9 Charges/Pricing

6.9.1 Service Specific Charges can occur in the event that:

- The Franchisee insists on a Supplier engineer visit against the advice of the Supplier and the engineer's fault investigation determines that the device is not faulty;
- The fault has been incorrectly reported by the Franchisee to the Supplier's service desk;
- The Supplier's engineer is refused access or the Franchisee is not available to allow the engineer access on to the Franchisee's store to supply or repair the router.

6.9.2 Specific additional charges are detailed in Annex 3.

7. LTE Loan Router

7.1 Description

7.1.1 In order to protect card payments, till transactions, Subcard® redemptions, food orders and Subventory entries in the event of a line fault which is expected to last longer than 24 hours, or has been going on for greater than 24 hours, a temporary LTE backup device will be configured and shipped to the Franchisee's store with guides on how to setup.

7.1.2 The loan LTE device will be shipped to the Franchisee's store on a next day basis 7 days a week (faults that are raised after 1pm, which require a loan LTE, will be shipped the next day).

- 7.1.3 In exceptional circumstances and with prior agreement with the service manager a Loan LTE device can be shipped to overcome delays in provisioning, however this will be reviewed on a case-by-case basis.

7.2 Care Levels

7.2.1 Support Hours

- 7.2.1.1 Hours of support will operate from 08:00 – 20:00 7 days a week excluding public holidays. If during the term of this Agreement, the Supplier implements its plans to move to 24 x 7 support, there will be no additional charges to the Franchisees for the provision of such Services.

7.3 Pre-Requisites

- Line Fault
- Any other fault that is service affecting to the extent the line is not available (This would exclude any router issues as this would be covered under the router replacement SLA)

7.4 Territory (Regions)

- Supplier provided LTE loan routers can be ordered and installed within mainland United Kingdom and Northern Ireland only. For the avoidance of doubt, the Isle of Man, Isle of Wight, Channel Islands, Scottish Highlands, Scottish Islands and Republic of Ireland are excluded and LTE loan routers will not be available to them.

7.5 Service Level Agreement (SLA)

- Devices will be delivered on a next day basis (if reported before 13:00) –

7.6 Demarcations

- The Supplier is responsible for shipping the device within the agreed timeframes only. The Supplier does not make any guarantee that there will be sufficient LTE signal for a functional Service.

7.7 Exceptions/Exclusions/Restrictions

- Loan LTE devices are only available within mainland United Kingdom and Northern Ireland only. For the avoidance of doubt, the Isle of Man, Isle of Wight, Channel Islands, Scottish Highlands, Scottish Islands and Republic of Ireland are excluded. Devices shipped to Northern Ireland will be delivered on a best available basis.
- Devices will be shipped on a next day pre-10 where available and best available where not.

- The decision to ship a loan LTE device in normal circumstances resides with the Supplier and can only be specifically requested with agreement between the Supplier Service Manager and IPC Europe's Support Manager or IPC Europe's 2nd Line Support Manager (or equivalent level within the IPC Europe management structure).
- The Loan LTE covers card payments, Subcard®, Subventory and tills only and cannot be used for any other services, unless such services are provided through the till.
- The Service is delivered on a best endeavours basis, and the Supplier cannot guarantee an adequate signal.
- The Supplier shall provide instructions for the use of the device, the returns process and detail the charges in the event they fail to return the device.

7.8 Franchisee Responsibility

The Franchisee shall:

- Connect the device in accordance with the setup guide;
- Return the device to the Supplier within 1 week of the line fault being resolved. Failure to return the device within a specified time frame or in a good working state (1 week from line fault resolution) to the Supplier will automatically result in a charge being levied to the Franchisee as follows: Device cost £350 + Handling fee £50;
- Ensure the device is used for card payments, tills, and any other elements that operate via the tills;
- Ensure the device is kept in a good working order.

ANNEX 3

PRICING AND CHARGES

Contract Term Pricing

| Broadband packages | | Monthly cost | One-off activation Fee |
|---------------------------|--------------------------------|--------------|------------------------|
| Superfast Fibre broadband | 4 year – including line rental | £38.50 | £0 |
| | 3 year – including line rental | £38.50 | £150 |
| | 3 year – including rental | £26.00 | £540 |
| Fibre broadband | 4 year – including line rental | £36.50 | £0 |
| | 3 year – including line rental | £36.50 | £150 |
| | 3 year – including rental | £24.00 | £540 |
| Ultrafast broadband | 4 year – including line rental | £46.50 | £0 |
| | 3 year – including line rental | £46.50 | £150 |
| | 3 year – including rental | £34.00 | £540 |
| ADSL standard broadband | 4 year – including line rental | £31.50 | £0 |
| | 3 year – including line rental | £31.50 | £150 |
| | 3 year – including rental | £19.00 | £540 |

Where FTTC 80/20 is available, an additional monthly charge of £2.00 will be payable by the Franchisee.

End of Term pricing / Replacement Equipment Cycle

Six months prior to the end of the Specified Term of the Agreement, IPC Europe and the Supplier will enter into discussions with the sole purpose of agreeing an extension of the Agreement. As part of the extension process, The Parties agree all Cisco router equipment will be deemed End of Life after 5 years of service and will require replacement. In connection with any extension of the Specified Term, the Franchisees, depending on which commercial structure they signed up to during the Specified Term, will have the following options:

For Franchisees signing up to 3 year contract with £150 upfront payment –

| Term - 3 Years (£150 upfront charge) | Remain on monthly rolling contract - no renewal - monthly recurring charge | | Renew contract for 12 months - monthly recurring charge | |
|---|--|-------|---|-------|
| ADSL2+ | £ | 31.50 | £ | 25.50 |
| FTTC 40/10 | £ | 36.50 | £ | 26.50 |
| FTTC 80/20 | £ | 38.50 | £ | 28.50 |
| FOTP 40/10 | £ | 46.50 | £ | 40.50 |

For Franchisees signing up to 3 year contract with £540 upfront payment –

| Term - 3 Years (£540 upfront charge) | Remain on monthly rolling contract - no renewal - monthly recurring charge | | Renew contract for 12 months - monthly recurring charge | |
|---|--|-------|---|-------|
| ADSL2+ | £ | 19.00 | £ | 19.00 |
| FTTC 40/10 | £ | 24.00 | £ | 24.00 |
| FTTC 80/20 | £ | 26.00 | £ | 26.00 |
| FOTP 40/10 | £ | 34.00 | £ | 34.00 |

For Franchisees signing up to 4 year contract with no upfront payment –

| Term - 4 Years (no upfront charge) | Remain on monthly rolling contract - no renewal - monthly recurring charge | | Renew contract for 12 months - monthly recurring charge | |
|------------------------------------|--|-------|---|-------|
| ADSL2+ | £ | 31.50 | £ | 25.50 |
| FTTC 40/10 | £ | 36.50 | £ | 30.50 |
| FTTC 80/20 | £ | 38.50 | £ | 32.50 |
| FOTP 40/10 | £ | 46.50 | £ | 40.50 |

45 days before the end of the Franchisee Contract, the Supplier will actively engage with the Franchisees in order to facilitate the extension of the Franchisee Contract for a further 12 month period.

Call Charges

| Destination | PPM |
|-------------|------|
| UK Local | 0.60 |
| UK National | 0.60 |

| | |
|-------------|-----|
| UK O2 | 2.5 |
| UK Orange | 2.5 |
| UK Vodafone | 2.5 |
| UK 3 Mobile | 2.5 |
| UK T-Mobile | 2.5 |

BT Openreach Charging Schedule

Time related charges for WLR (including ISDN), LLU, GEA, Single Order (SO), PIA and SLU products

| Feature | Operative date | Until | Normal Working Day £ Exc VAT | All other times except Sundays and Public / Bank Holidays £ Exc VAT | Sundays and Public/ Bank Holidays £ Exc VAT |
|---|----------------|-------|------------------------------|---|---|
| Standard Chargeable Visit (Visit plus up to 1 hours work) | 01/04/2019 | | 78.09 | 95.68 | 113.26 |
| Additional Hours (or Part thereof) | 01/04/2019 | | 35.17 | 52.76 | 70.36 |
| Supplementary charges (Per Visit or call out per engineer) To carry out work outside normal working hours, where work during normal hours is included within the normal price (eg line connection charges). This can only be used in conjunction with a request involving normal list prices or contracted work and is in addition to these charges | 01/04/2019 | | NA | 21.45 | 42.89 |
| Supplementary charges (Per Hour or Part thereof) | 01/04/2019 | | NA | 21.45 | 42.89 |

| Standard Stores Items | | | | |
|--|-----------------------|--------------|--------------------------------|----------------|
| Standard Stores Items (These items cannot be ordered separately and will only be supplied as part of other installation) | | | | |
| Feature | Operative date | Until | Standard Stores Items £ | Exc VAT |
| Internal Pack (For internal work at a normal premises) | 01/05/2018 | | 4.60 | |
| External Pack (For external work at a normal premises) | 01/07/2018 | | 18.90 | |
| Data ext kit (Associated with Broadband Health check) | 01/05/2018 | | 4.10 | |
| SSFP NTE2000 (Broadband front plate) | 01/07/2018 | | withdrawn | |
| Broadband micro filter | 01/05/2018 | | 1.00 | |
| NTE8 (For ISDN2 use) | 01/07/2018 | | 26.00 | |
| Block Terminal 92A (For Redcare use) | 01/05/2018 | | 1.10 | |

| Internal NTE Shifts or External Shift or Rearrangement Of Line-plant from the Distribution Point | | | | | |
|---|-------------|-----------------------|--------------|-----------------|----------------|
| Note: Time Related Charges rates will apply for shifts of Ethernet circuits. | | | | | |
| Feature | Note | Operative date | Until | Charge £ | Exc VAT |
| Internal and External Shifts | | 01/04/2019 | | 85.80 | |
| Internal ONT Shift | | 01/04/2019 | | 85.80 | |
| Additional Line shifted | | 01/04/2019 | | 42.89 | |
| Internal Shift Expedite (per appointment) | Note 1 | 07/05/2018 | | £100.10 | |

Additional Charges

SSRAMS is a survey charge: £250 +VAT

Aborted Visit Charge: £90 +VAT

Named Engineer Charge: £30 +VAT

Number Porting Charge: £85 +VAT

Rack Mounted Router Kit (Excludes Router): £450 per unit. Additional Franchisee store installation charges would apply and would be assessed and costed on a case by case basis.

Reconnection Charges:

FTTC – One of charge of £124

ADSL – One off charge of £139

Professional Service Charges:

| | Strategy & Architecture | Business Change Implementation | Solution Development and Implementation | Typical job role |
|----------------------|-------------------------|--------------------------------|---|---|
| Follow | N/A | N/A | N/A | |
| Assist | N/A | N/A | £550 | Associate Engineer |
| Apply | N/A | N/A | £700 | Associate Engineer |
| Enable | £900 | £850 | £850 | Project Manager, Engineer |
| Ensure/Advise | £1,000 | £950 | £950 | Architect, DBA, Senior Project Manager, Senior Engineer |
| Initiate/Influence | £1,150 | £1,100 | £1,100 | Senior Architect, Senior Project Manager, Senior Engineer, Senior DBA |
| Set Strategy/Inspire | £1,300 | £1,250 | £1,250 | Team/Department Manager, Lead Architect |

- On site Engineer Install Charge: £400
- DSL to Fibre Upgrade Charge: £60 administration fee / uplift in monthly rental charge based on contracted pricing.

Transfer of Ownership

- Novation of contract to new Franchisee shall be subject to clause 23.3 of the Franchisee Contract
- £60 Admin fee for transfer of services is payable by the new Franchisee to Zen

4G Loan Router Additional Charges:

- Failure to return the device - Device cost £350 + Handling fee £50.
- Return of the device that has sustained any internal aerial or external damage of a significant nature that deems it not fit for purpose, or is not working - Device cost £350 + Handling fee £50.
- Broken or damaged aerial's - £20.

Early Termination Charges

During the Specified Term of Franchisee Contract (i.e. 4 years), should any of the Franchisee terminate services early under the terms of the Franchisee Contract, then the following Early Termination Charges (ETC's) will apply:

- The Franchisee will pay 80% of the total monthly rental charges for the unexpired period of the initial contract term.

Exclusions

In the event that a Franchisee Contract is terminated, other than for reasons as set out under the Terms of Termination and Suspension clause within this Franchisee Contract, any novation of the contract to a new franchisee will exclude any Early Termination Charges, provided that:

- The router remains in situ at the premises at the time of termination.
- The novated contract is activated within 30 days of the prior Franchisee Contract being terminated and provided that IPC Europe has requested that the Supplier novate the Franchisee Contract.

In the event of the router not being in situ at the Franchisee's store, (Lost or stolen) then any incoming franchisee will have to sign up to a new Franchisee Contract .

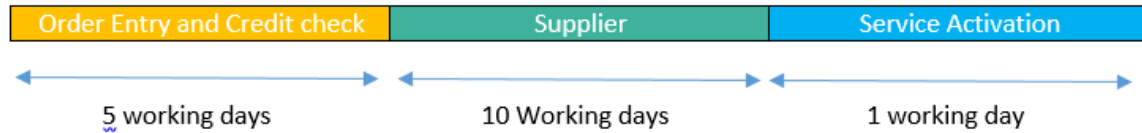
An administration fee of £60 will be charged for each novation.

ANNEX 4

SERVICE LEVEL AGREEMENT

1. Broadband Delivery

1.1 The times for delivery of the Broadband Service are as specified below:



| Communication | SLA | Trigger |
|--------------------------|---------------------------------|--------------------------|
| Direct Debit Mandate | 0 Day | Order Form Submission |
| Order Confirmation | 5 Working Day | Acceptance of order |
| Activation Date | 8 Working Day | Job assigned by Supplier |
| Activation Date Reminder | 2 Working Day before Activation | |

In the event of incorrect information being provided, the Franchisee will have 48hrs to provide correct information following receipt of a request by email from the Supplier.

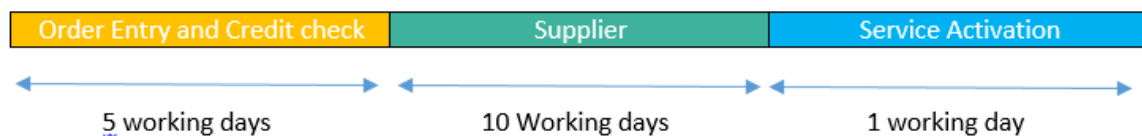
2. Superfast Broadband Delivery

2.1 The time for delivery of the Superfast Broadband Service is as specified below:

| Communication | SLA | Trigger |
|--------------------------|---------------------------------|--------------------------|
| Direct Debit Mandate | 0 Day | Order Form Submission |
| Order Confirmation | 5 Working Day | Acceptance of order |
| Activation Date | 8 Working Day | Job assigned by Supplier |
| Activation Date Reminder | 2 Working Day before Activation | |

3. Phone Line Delivery

3.1 Please see below timeline for the delivery of a phone line.



| Communication | SLA | Trigger |
|--------------------------|---------------------------------|--------------------------|
| Direct Debit Mandate | 0 Day | Order Form Submission |
| Order Confirmation | 5 Working Day | Acceptance of order |
| Activation Date | 8 Working Day | Job assigned by Supplier |
| Activation Date Reminder | 2 Working Day before Activation | |

4. Cisco Routers

4.1 Service Delivery

4.1.1 Once a router order has been placed by the Franchisee, the hardware including cables will be despatched a minimum of 4 working days prior to the Broadband Service installation.

4.2 Availability

4.2.1 The Supplier will ensure that each supplied router will be available 100% during the term of this SLA in respect of data transmission.

4.2.2 The Supplier will ensure that operating software on the supplied Router remains up to date and in line with the manufacturer's specifications at all times.

4.2.3 Target Repair Times: The Supplier will ensure that faults affecting the availability of the router will be resolved within 4 hours of the fault being raised by the Franchisee and a case reference documenting the existence of a hardware fault being provided to the Franchisee by the Supplier's service desk. This is subject to the fault being raised by the Franchisee within support hours.

4.2.4 If Supplier fails to meet the target repair times service level as described in clause 4.2.3 above in any quarter, the Supplier will credit the Franchisee with the equivalent of one day's service charge for each hour the fault persists, subject to a maximum credit of 27.5% of the quarterly service charge for that Quarter. For example, if a Franchisee pays a monthly rental of £31.50 and suffers an outage that lasts for 3 hours after the initial repair time target has elapsed, then a service credit would be payable based on the following calculation: $\text{£}31.50 / 31 \text{ Days} * 3 \text{ hrs} = \text{£}3.04$

Cisco Umbrella – Easy Protect

If, during the term of the Franchisee Contract, the Easy Protect service fails (whilst the Broadband service continues to operate) the Supplier will advise IPC Europe and the Supplier and IPC Europe shall agree an appropriate course of corrective action. If Supplier is informed by Cisco or becomes aware at any time during the term of this Franchisee Contract that the Cisco Easy Protect Service has developed security flaws, the Supplier will inform IPC Europe accordingly. The Supplier would log the fault in its ticketing system and would follow the fault resolution process as detailed within the Appendices to the Agreement in order to resolve the issue in accordance with agreed timescales.

5. LTE Back up Solution

5.1 Following a fault being raised by the Franchisee and a case reference documenting a line or a router configuration fault being provided to the Franchisee by the Supplier's service desk, if the line fault is ongoing for longer than 24 hours, a temporary LTE backup device will be configured and shipped to the Franchisee's store with guides on how to setup

5.2 The loan LTE device will be shipped to the Franchisee's store on a next day basis 7 days a week (faults that are raised after 1pm, which require a loan LTE, will be shipped next day).

5.3 Exclusion:

- The Loan LTE covers card payments, till, Subcard®, Subventory only and cannot be used for other services.
- The Service is delivered on a best endeavours basis and the Supplier cannot guarantee an adequate signal strength or service performance.
- P1 Incidents where significant numbers of stores are affected by a major outage

APPENDIX 5

SERVICE INITIATION, DELIVERY & SUPPORT

1. FRANCHISEE SERVICE INITIATION & DELIVERY

1.1 Overview

1.1.1 The provisioning process starts at the point where a franchisee places an order using the electronic web form. The franchisee is responsible for ensuring the information provided is accurate and any site specific information is included.

1.1.2 At the point the order form is completed the order process commences. The order will be completed within 16 Business Days subject to the exceptions below:

- a) In the event additional surveys are required (e.g. SSRAMS);
- b) A wayleave is required; or
- c) No physical telecoms infrastructure is present and a survey is required and installation by Openreach.

1.1.3 Once the Supplier has received all information from the Franchisee, the order will be validated with any errors or omissions highlighted to the Franchisee within 48 hours of the submission of the webform.

1.2 Order Entry (5 Business Days)

1.2.1 The Supplier's order process comprises the Franchisee completing the webform and the order being accepted into the Supplier's systems;

1.2.2 To place an order, the Franchisee needs to complete the webform, which is located <https://www.zen.co.uk/campaign-pages/business/subway/>. Once the details are fully completed, the Franchisee submits the form, which commences the order process.

1.2.3 Direct debit forms will be emailed to the Franchisee and must be completed for the order to progress. Direct Debit forms should be completed and returned to Supplier within 3 business days, failure to do so will result in

delays in the process and delivery of services.

- 1.2.4 Upon receipt of a Franchisee order, the Supplier will perform data validation to check there are no errors. If any errors are identified order will be rejected;
- a) Any errors will be communicated to the Franchisee within 48 hours of submission of the order form
 - b) The impact on the order process will be communicated at this time
 - c) Once the correct information is supplied by the Franchisee, the order process recommences to the agreed time-lines save for the delay while the correct information is being provided.

1.3 Order Form

Single Franchise Owner - <https://www.zen.co.uk/campaign-pages/business/subway/>Multiple Unit Owner – Zen supplied MOU order template spreadsheet

1.4 Direct Debit Mandate



DD Mandate.pdf

1.5 Supply (10 Business Days - “happy path”)

- 1.5.1 From the point at which the order has been accepted onto the Supplier’s internal systems and confirmed to the Franchisee, to the point at which the hardware is installed. This excludes time for the repair process in the event the equipment supplied is faulty. Any deviation from the standard path (“happy path”) will result in delays to the standard lead times, variation in delay can vary on a case-by-case basis.
- 1.5.2 The Supplier’s systems and supply teams manage the supply process from start to finish. Orders on the Supplier’s systems are managed with no need for human intervention. In the event that human intervention is needed, the Supplier’s systems flag this to the supply teams who will proactively take ownership until resolution. This will be communicated to the Franchisee, including any impact to installation at the commencement of manual intervention.

1.6 Jeopardy Management

1.6.1 Jeopardy management is a function that exists within the Supplier's supply team, its sole purpose is to deal with any orders that have stalled in the supply process. Jeopardy management is a proactive function and is usually engaged when problems arise around landlord issues, way-leaves, non-standard installation routes etc.

1.6.2 In the event that the order process falls into jeopardy, as described in clause 1.6.1 above, the jeopardy management process will be enacted to ensure that service delivery is completed as quickly as possible and as close to SLA as possible. In the event all reasonable efforts to complete the order have been taken the order will be cancelled and the Franchisee and IPC Europe's Regional Services Manager will be notified via email.

1.7 Install Engineer (CPE)

1.7.1 If the Franchisee requests a hardware install engineer, the order will not progress until the Franchisee has paid for the additional service. This will be reflected in SLA reporting

1.8 Site Access Requirements

1.8.1 Any additional Franchisee store access requirements, for example but not limited to; airports, shopping centres, railway stations, hospitals etc. need to be stated at the point of order on the order form. The location additional requirements are set out below. The time spent on any additional steps for Franchisee store access requirements does not count towards the SLA.

1.8.2 Any requirements, where known, affecting the engineers' access to the Franchisee's store must be confirmed by the Franchisee to the Supplier at the point of order. Failure to allow an engineer into the Franchisee's store will result in an aborted visit charge being raised against the Franchisee (see pricing Annex 3.

1.8.3 The cost and process for surveys to allow safe access to the Franchisee's store are detailed below in clause 1.9 and in Annex 3

1.9 SS RAMS

If the Franchisee's store requires a site specific risk and method statement ("SS RAMS") (Such statements will be required but not limited to the following types of venue airports, shopping centres, railway stations, hospitals, etc.):

- 1.9.1 Orders for the Services cannot proceed until payment is received for the additional engineer survey. Charges are specified in Annex 3;
- 1.9.2 Contact is required directly between the Franchisee and the Supplier carrying out the SS RAMS survey (this will need to include the site owner or Landlord);
- 1.9.3 Once SS RAMS, site survey visit report is produced it will require validation and approval by the site owner or Landlord (or their representatives) before the install appointment can be booked.

1.10 Named Engineer

- 1.10.1 If the Franchisee elects to have a named engineer for the install, the payment (detailed in Annex 3) is required before attendance by the engineer at the Franchisee's store;
- 1.10.2 The engineer's name (and a backup engineer) will be provided to the Franchisee's named contact no later than two Business Days before the install appointment date. Should for any reason the names of the two engineers change, the Supplier will notify the Franchisee before the visit takes place.

The onboarding journey is detailed below

1.11 Order Communication

Communication will occur as set out below. Additional communication for non-standard paths e.g. SS RAMS will occur as and when required and in conjunction with the Supplier providing the survey.

The following communication will take place during the standard order process:

- Direct Debit Mandate
- Order Confirmation
- Activation Date
- Activation Date Reminder

Communication SLA

| Communication | SLA | Trigger |
|--------------------------|---------------------------------|--------------------------|
| Direct Debit Mandate | 0 Day | Order Form Submission |
| Order Confirmation | 5 Working Day | Receipt of DD Mandate |
| Activation Date | 8 Working Day | Job assigned by Supplier |
| Activation Date Reminder | 2 Working Day before Activation | |

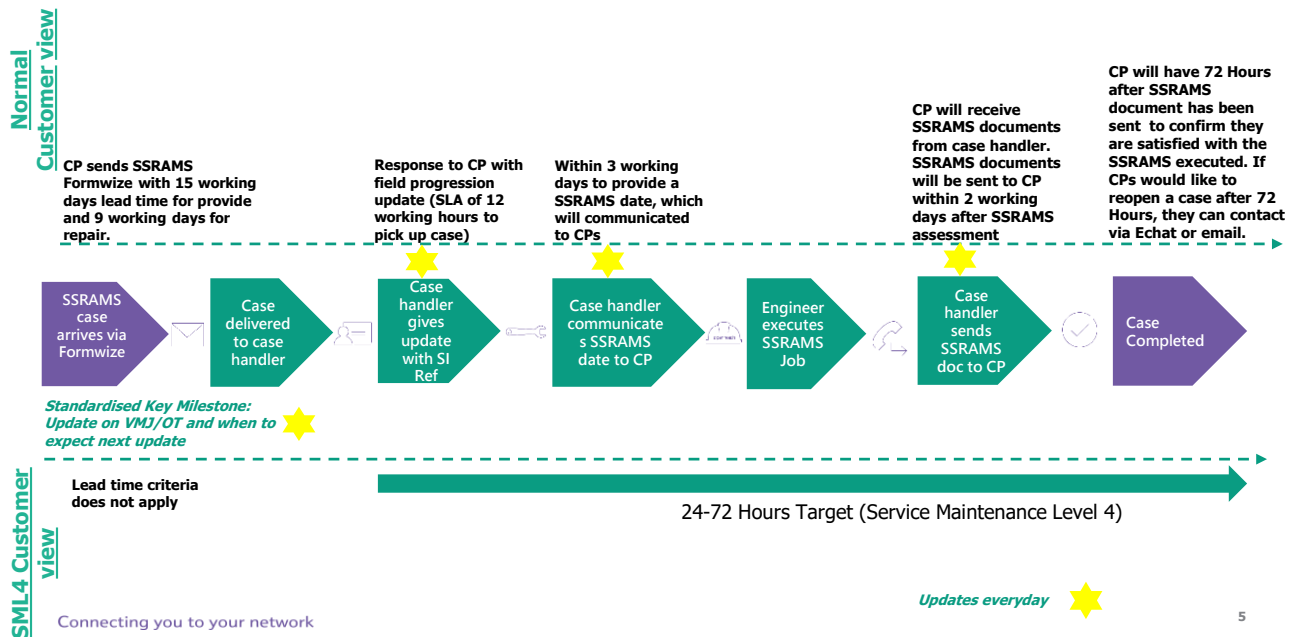
Email notifications:

- *The Franchisee receives an automated email confirming that the order has been placed which includes the order ID (Your Supplier Order Confirmation)*
- *The automated email is sent once the order is committed, which would include the activation date and Supplier's technical details (Broadband Technical Details email)*
- *Once the order is complete the automated fulfilment email is sent (Your Business Fibre 2 service is now active)*
- *If the order had been delayed, an automated email is sent (Business Fibre 2 - Installation Delayed). This advises the Franchisee that the order will not be completed on the expected date and that the Supplier is investigating and will be in touch ASAP. Manual comms would then be sent until the problem is resolved.*

SSRAMS Communications

High Level View of Future State SSRAMS Process

The journey CPs will experience under our improvement plan (Pre appointment date)
N.B This may change during the trial



1.12 Line Install

On the date of the line installation as notified to the Franchisee, attendance by the Franchisee or their representative must be available at the Franchisee’s store and the Franchisee shall ensure that the engineer is directed to the specific location of the NTE5 or in the event of a new provision; where the NTE5 socket needs to be installed. If the Franchisee store is located in premises where there is a distribution point (DP), it is the responsibility of the Franchisee to be able to locate and guide the engineer to enable the engineer to access the DP

Failure to be at the Franchisee store, or an inability to provide the engineer with access to the areas they need or to be able to appropriately direct the engineer will result in an aborted visit charge as specified in Annex 3.

1.13 Phone Socket (NTE5) Location

The Franchisee must provide the engineer responsible for the installation of the NTE5 socket with clear direction for the specific location for the install of the NTE5 socket. IPC Europe recommends this be as close to the till as possible).

If a socket has been installed in an incorrect location due to a failure by the Franchisee or their representative to direct the engineer any charges to relocate the socket would be payable by the Franchisee as specified in Annex 3.

1.14 Appointment Slots

The Supplier will confirm a morning or afternoon installation visit not less than 5 Business Days prior to the installation date. In the event that the appointment is not suitable, the Franchisee must contact the Supplier at least 24 hours before the appointment to rearrange.

Failure to provide sufficient notice will result in an aborted visit charge as specified in Annex 3.

The installation windows are as follows:

AM – 08:00 – 13:00

PM – 13:00 – 18:00

The Franchisee needs to be available at the Franchisee's store for the entire duration (+2 hours if the work starts at the end of the appointment slot) of the installation window or until the engineer has confirmed the work has been completed.

1.15 Site Access

The Franchisee needs to ensure the engineer is given on-site access to the Franchisee's store and is advised of equipment locations.

1.16 Aborted Visit Charges

Failure to be at the Franchisee store when the engineer arrives or be able to direct the engineer to the relevant locations will result in an Aborted Visit Charge as specified in Annex 3 being raised.

1.17 Escalations - Franchisee

Escalations from the Franchisee are handled through the procedure set out in appendix 7 or through Supplier publicised complaints procedure at

<https://www.zen.co.uk/contact-us/complaints>; or through contact with IPC Europe

1.18 On-site Hardware Install Engineer

1.18.1 If the Franchisee elects to have on-site hardware installed by an engineer, the fee as specified in Annex 3 is payable before the visit. The engineer visit is limited to 2 hours maximum and the engineer will be there for the sole purpose of installing the Supplier's equipment. The engineer will not connect the Franchisee store's LAN infrastructure (e.g. till, DMBs, Etc) and this responsibility lies with the Franchisee.

1.18.2 The engineer will liaise directly with the Supplier for installation instructions, the equipment, and will leave when the Supplier router is installed and engineer has confirmed to Supplier that the Service is operational. In the event of a non-working Service, the engineer will connect the Supplier router and then perform initial diagnostics. The engineer, before leaving will report the fault to the Supplier and the

Franchisee or their named representative and will follow the Supplier support process

2. SERVICE DESK

2.1 Description

2.1.1 The Supplier will provide a service desk that will be the single point of contact for the Franchisees in the event of any service issues that may be experienced in regard to the Services supplied.

2.2 Service Operations

2.2.1 Support Hours: The hours of support provided to the Franchisees will be 7 days a week (Sun-Sun) 08:00-20:00 excluding Christmas day and New Year's day. If during the term of this Agreement, the Supplier implements its plans to move to 24 x 7 support, there will be no additional charges to the Franchisees for the provision of such Service.

2.2.2 The Franchisees can log a service issue or query with the service desk via telephone or email. Contact details will be provided by the Supplier as part of the on-boarding process. The Franchisee Contract will also include the support process see appendix 7. Once a case has been accepted,(confirmed it relates to the Services supplied by the Supplier) the service desk will manage and monitor this to conclusion; and where possible a single-point of contact will be provided, accepting problem ownership changes will occur if required i.e. internal escalation, hours of working.

3. Engagement requirements

3.1 The Supplier will speak to non-named contacts and will assist them up until the point where the Supplier needs to reveal non-publicly available information, perform intrusive diagnostics, raise faults to third party suppliers or ship a 4g loan devices. In situations where the Supplier has taken a non-named contact as far as possible through the support process the elapsed time for the reporting of service performance will be paused until such time as a named contact (or IPC Europe) contacts the Supplier to resume the query. The recording of service performance time will recommence at this point.

3.2 The Supplier's service desk, will speak to the Franchisee or a named contact on their behalf who will:

3.2.1 Provide the Supplier with reference pertaining to the Service affected by the issue. E.g. Franchisee store number, phone number, site address, incident reference;

3.2.2 Provide the description of the issue being experienced and any reasonable information requested by the service desk;

3.2.3 Ensure that they have carried out the diagnostics checklist that will be provided via IPC Europe through their internal portal or via the Supplier as part of the service pack or via a localised Supplier provided diagnostic application accessible to the Franchisee;

3.2.4 Additional checks may be requested by the Supplier's service desk to support identification of the root cause. Failure to perform diagnostics may result in engineering charges as specified in Annex 3 being raised against the account should the fault be due to Franchisee's equipment or wiring that could reasonably have been identified at the time.

3.2.5 Completing all required diagnostics indemnifies the Franchisee from Service related charges, as long diagnostics have not been misrepresented.

3.2.6 Once a Service fault has been established and to ensure a timely resolution, the Franchisee must:

3.2.6.1 Provide a named contact who will be responsible for:

3.2.6.1.1 Receiving incident updates and sharing them internally to the affected users at the Franchisee store.

3.2.6.1.2 Consenting to any potential charges that may be applicable as documented in Annex 3 and included in the Franchisee Contract.

3.2.6.2 Provide availability or access to the Franchisee's store should the Supplier need to dispatch an engineer to the Franchisee's store

3.2.6.3 Test the Service post resolution.

3.2.6.4 Confirm that the Service has been resumed in order for the incident to be closed.

3.3 IPC Europe

3.3.1 IPC Europe will be able to contact the service desk on behalf of any of the Franchisees which have signed up to Services from the Supplier. IPC Europe will be given a pass-phrase which will allow them to authenticate themselves to the Supplier's service desk.

3.4 Territory / Regions of cover

Support will be provided in the English language to Franchisees located in mainland United Kingdom and Northern Ireland only. For the avoidance of doubt this excludes Franchisees located on Isle of Man, Isle of Wight, Channel Islands, Scottish Highlands, Scottish Islands and in the Republic of Ireland.

3.5 Demarcations

3.5.1 The Supplier's Service Support Demarcation:

| Service | Supplier Responsibility | Franchisee Responsibility |
|------------------|--|--|
| Phone line | Up to the Distribution Point in shared premises (Example: Retail Parks) or the NTE (Internal Phone socket) in a self-contained unit. | Beyond the Distribution Point or the NTE (Internal Phone socket) |
| Broadband | Up to the Distribution Point or the NTE (Internal Phone socket) | Beyond the Distribution Point or the NTE (Internal Phone socket) |
| Internal Cabling | Not Responsible | Fully Responsible |
| LAN | Cisco Router up to the LAN port interface. This excludes any cabling from the phone socket to the router | All locally connected devices e.g. Till, PDQ, Alarm, Wi-Fi access points, LAN switches etc. This includes any cabling from the phone socket to the router |
| Applications | Not Responsible | Fully Responsible |
| Corporate Wi-Fi | Responsible for ensuring the Wi-Fi service is available. Not responsible for any Wi-Fi performance or coverage issues | Ensuring that the router is placed in optimal position to provide the service. |
| Guest Wi-Fi | Not Responsible | Fully Responsible |

3.6 Exceptions/Exclusions/Restrictions

3.6.1 Guest Wi-Fi

3.6.1.1 Guest Wi-Fi services are provided by a third party supplier who are contracted directly with IPC Europe. The Supplier's service desk contact

number will allow for any calls regarding the Guest Wi-Fi to be passed through to the third party supplier thereby allowing for a single contact number for the Franchisees to make use of for any service issues being experienced. The Supplier's service desk will not be able to support any issues with the Guest Wi-Fi services and the Franchisees will be directed to contact the third party by selecting the relevant option on the Zen support line.

3.7 Franchisee Responsibility

- 3.7.1 Failure to comply with the requirements for logging a request listed in section 3 of this Annex 5 will result in a delay in resolving an incident and may also result in engineering charges as specified in Annex 3

ANNEX 6

ADDITIONAL INFORMATION

Process for adding new named contact to the Franchisee's information:

- Call the Supplier's support number
- Use Credit and Billing Option
- Billing team will ID check the caller
- Then can add any other named contact / update existing
- Alternately the named contact can e-mail creditandbilling@zen.co.uk

Annex 7

Support and Escalation Path



IPC Europe - Role
based escalation ma

Annex 8

Compatible Equipment Checklist

The Checklist is located at:

https://go.zen.co.uk/l/70492/2019-12-18/8bxcdd/70492/262871/Compatible_Equipment_Checklist.pdf

The checklist will be periodically updated by mutual agreement between IPC Europe and Zen, such updates to be authorised by a Zen Solutions Architect and by IPC Technical Support Manager. At the date of the agreement is the Checklist is Version 2, Dated 08-06-2020