

Glide Direct General Terms

These Terms and Conditions form part of the Agreement between **Glide Business Limited** (registered in England & Wales under number 06489468) of Glide Business Ltd., Alpha Tower, Suffolk Street Queensway, Birmingham, B1 1TT **Glide**) and the Customer, as specified on the Order Form.

This version is dated 2 June 2025.

1. Definitions

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

“Abort Costs”: all costs reasonably incurred by Glide in processing the Customer’s order to the point of cancellation by Customer or Glide under Clause 4, including any configuration and installation costs, engineer visit fees, wayleave costs, and third-party costs such as cancellation fees from third party providers.

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

“Agreement”: the agreement comprising the Order Form, these Terms and Conditions, the Product Data Sheet(s), and the Service Level Agreement(s), together with the Contract Summary and Key Contract Information documents.

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

“Commitment Period”: the initial term (or commitment period) as set out in the Order Form.

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

“Customer”: the customer specified on the Order Form.

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

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

“Failed Visit Fee” means Glide’s reasonable costs for attending an incident, as at its standard rates from time to time, with a minimum call out fee of 1 hour of engineer time.

“Fees” means the recurring and non-recurring fees stated in the Order form.

“Force Majeure Event”: as defined in clause 20.12 below.

“Insolvency Event”: if a party becomes insolvent, has an insolvency practitioner appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for solvent amalgamation or reconstruction) or if ownership or control shall pass into the hands of any other legal person (other than assignment under clause 20.3), or an event analogous occurs in respect of a party in any jurisdiction to which that party is subject.

“Intellectual Property Rights”: patents, trade marks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and circuit

topography rights, internet domain names, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world.

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

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

“Microenterprise or Small Enterprise Customer”: means a Customer acting in the course of a business and for which not more than 10 individuals work (whether as employees or volunteers or otherwise).

“Non-Qualifying Product” means any Services that are not a Qualifying Product.

“Not-For-Profit Customer”: means a Customer which is a body for which no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) and which: (a) is required to apply its income and capital expenditure for charitable or public purposes; and (b) is prohibited from distributing its assets among its members otherwise than for charitable or public purposes.

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

“Product Data Sheet”: Glide’s standard service description for a given Service, attached to this Agreement or available at glide.co.uk/terms-and-policies/, that is applicable to the selected Services (if any).

“Qualifying Product”: means any Broadband, landline or mobile telephony service.

“Matters Beyond Our Reasonable Control”: as defined in clause 9.3.

“Service Credits”: service credits to which the Customer may be entitled, in accordance with a Service Level Agreement (if any).

“Service Level Agreement”: Glide’s standard service level agreement applicable to the selected Services (if any), as attached to this Agreement or available at glide.co.uk/terms-and-policies/, as updated from time to time.

“Services”: Glide’s product or services as detailed on the Order Form.

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

2. Terms of Agreement

2.1. These terms and conditions shall apply to the subject matter of this Agreement to the entire exclusion of any documentation proposed by the Customer. They may be read in conjunction with the Contract Summary and Key Contract Information documents, which shall take precedence in the event of any inconsistencies.

2.2. These terms and conditions may be updated by Glide from time to time on one month’s prior written notice to the Customer. If the Customer does not wish to accept the changes, it may terminate this Agreement on giving one month’s notice. The Customer’s continued use of the Services after such changes have been made (other than

where notice to terminate has been given) will constitute the Customer's acceptance of such changes.

3. Starting and Ending this Agreement

3.1. This Agreement will commence once the Customer has signed the Order Form and Glide has either countersigned the Order Form or otherwise confirmed its acceptance of the order.

3.2. The Commitment Period will commence from the Service Start Date. Where an interim services is supplied during installation of a primary Service, the Commitment Period for the primary product will begin when that product (and not the interim service) reaches its Service Start Date.

3.3. This Agreement will run for at least the Commitment Period, and continue thereafter on a rolling basis until terminated pursuant to Clause 3.4 or Clause 12.

3.4. Subject to Clause 3.5, either party may, taking effect after the end of the Commitment Period, terminate this Agreement on giving not less than three months' written notice to the other.

3.5. If the Customer is a Microenterprise or Small Enterprise Customer, or a Not-For-Profit Customer, it may terminate any Qualifying Product, together with any bundled Non-Qualifying Product, after the end of the Commitment Period, on giving not less than one months' written notice to Glide.

3.6. To terminate this Agreement, the Customer should call Glide's account team on **0333 380 0143** and in any event the decision must be confirmed in writing to Glide via a cancellation form (available on our website at glide.co.uk).

3.7. The Customer may terminate this Agreement prior to the end of the Commitment Period subject to payment of any applicable Early Termination Charge. A minimum of three months' written notice must be given.

4. Cancellation Prior to Service Start Date

4.1. Provision of the Services, and the quoted Fees, are subject to Glide undertaking a site survey to determine the practicability and cost of installation. Where one has not been undertaken pre-contract, on confirmation of the order Glide will arrange for a site survey to be undertaken. Glide will confirm its ability to provide the Services and confirm:

4.1.1. any additional charges that may be applicable (eg, Excess Construction Charges may apply depending on your proximity to a Glide cabinet or the required location of NTE, or any blocked ducts along the proposed route); and

4.1.2. whether any additional consents or wayleaves may be required from land owners at or adjacent to the site (please note, any third party costs for such consents must be settled directly by the Customer).

Any additional costs are subject to Customer's agreement, but if the parties cannot agree then either party may end this Agreement and Glide may charge any applicable Abort Costs.

4.2. The Customer may end this Agreement prior to the Service Start Date for any reason, subject to paying any applicable Abort Costs.

4.3. Glide may end this Agreement prior to the Service Start Date, and charge Abort Costs to the Customer, where:

4.3.1. Customer has been unable to procure, on terms reasonably acceptable to Glide, all wayleaves or third party consents required to enable Glide to install the Services;

4.3.2. Glide is otherwise prevented from commencing installation of the Services within 90 days from the date of signature (other than by its own acts or omissions); or

4.3.3. Glide has not received payment, in full and by the due date, of any set up fees or other any advance fees specified in the Order Form.

4.4. For the purposes of Clause 4.3.2, issues that may prevent Glide from commencing installation include (without limitation) the Customer or any third party: (i) not responding to Glide's attempts to arrange survey or installation dates; (ii) not making the site available for surveys or installation; (iii) not providing reasonably necessary information to enable surveys or installation at the site (such as standard asbestos checks).

4.5. Where the Customer has instructed Glide to place the delivery of a Service on hold, Customer will be responsible for any additional costs arising from such delay. If the delay exceeds 6 months from the date of signature of this Agreement, Glide will have the right to terminate this Agreement with immediate effect. Abort Costs will be chargeable where incurred.

5. Provision of the Services

5.1. Subject to compliance by the Customer with its obligations under this Agreement, Glide shall provide the Services to the Customer:

5.1.1. with reasonable care and skill;

5.1.2. in accordance with the Product Data Sheet and Service Level Agreement; and

5.1.3. in accordance with, and subject to any limitations within, the high level design document agreed with the Customer.

5.2. Glide will provide estimated dates for when it can provide the Services, however these are not guaranteed. Glide will endeavour to achieve any desired Services Start Date noted in the Order Form, but failure to do so will not be a breach of this Agreement.

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

5.4. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within one month after Glide's notice requesting re-negotiation:

5.4.1. Glide may pass through such increased costs to the Customer; and

5.4.2. Customer may reject such increases and terminate this Agreement, subject to payment of any Abort Costs.

- 5.5.** The Customer acknowledges that Glide has no direct control over the availability of bandwidth over the entirety of the internet, and Glide shall not be responsible for any issues caused by overuse or lack of such bandwidth. When assessing bandwidth available, the Customer should always do so from the wired ethernet port of Glide's routing equipment (and not, for the avoidance of doubt, using a wireless device connecting from the wireless port of any such router).
- 5.6.** Where the Services include a "burstable" element, the provision of the Services beyond the "burstable" bandwidth is subject to Glide having spare bandwidth available. The Services are subject to any "maximum traffic per service" limits set out in a Product Data Sheet or as shown on Glide's website from time to time.
- 6. Support**
- 6.1.** Glide will provide support in accordance with the Service Level Agreement applicable to the Services
- 6.2.** Where Service Credits apply in accordance with the Service Level Agreement:
- 6.2.1.** The Service Credits will be calculated based on the Fees for that individual Service (and not the aggregate Fees for any bundled Services)
- 6.2.2.** the provision of any such Service Credits shall be the sole financial remedy available to the Customer for a breach of the Service Level Agreement.
- 6.3.** There is no financial remedy available for a breach of the Service Level Agreement except where Service Credits are stated to apply.
- 7. Customer's Use of the Services**
- 7.1.** The right to use the Services is limited to (i) the Customer, and (ii) the Customer's staff, visitors, and contractors performing work for the Customer. The Services may not be resold or assigned by the Customer without Glide's prior written consent.
- 7.2.** The Customer shall ensure that nothing is viewed, uploaded, or downloaded, by or on behalf of the Customer (or using the Customer's equipment), through the Services which would infringe or be in violation of: (i) any applicable law or regulation, (ii) Glide's Acceptable Use Policy, or (iii) the Intellectual Property Rights or other rights of any person.
- 7.3.** The Customer shall keep Glide fully and effectively indemnified from and against all losses which Glide may incur or suffer in relation to:
- 7.3.1.** any breach by the Customer of Clause 7.1; or
- 7.3.2.** any criminal or civil legal action brought against Glide as a result of Customer's use of the Services.
- 7.4.** A breach of Clause 7.1 and/or Glide's Acceptable Use Policy will also entitle Glide to:
- 7.4.1.** disable the Services or any part of them immediately and without notice (or to take such other action as it may in its discretion think appropriate);
- 7.4.2.** terminate this Agreement for material breach, without notice and with immediate effect, at Glide's discretion.
- 7.5.** Glide may also suspend all or part of the Services if ordered to do so by a regulatory or governmental authority having jurisdiction over the subject matter of this Agreement.
- 7.6.** Glide reserves the right to make reasonable amendments to the Acceptable Use Policy from time to time, effective upon publication to Glide's website.
- 8. Customer's General Obligations**
- 8.1.** The Customer shall provide Glide and its contractors with such safe access to premises, facilities, Customer equipment, software and information as Glide reasonably requires to design, install, operate, manage, and maintain, the Services in accordance with the terms of this Agreement.
- 8.2.** Glide may require access to supply services into the Customer's building to bring fibre optic cable to the Customer's chosen point of service delivery. By entering into this Agreement, Customer certifies that it: (i) has the authority to grant, and does grant, permission for Glide to install such services, where required, as chosen by the Customer and (ii) agrees to having such services installed for the purpose of service delivery and provision. Customer is responsible (at its cost) for ensuring any required consent or wayleave is in place to enable Glide to provide the Services.
- 8.3.** Customer agrees to abide by Glide's recommendations and specifications regarding the existence, configuration and maintenance of any software or equipment used by the Customer (if any), and cabling required to integrate the Customer's host or local area network (LAN) into Glide's wide area network (WAN). The Customer's equipment must comply with the relevant portions of such recommendations and specifications. Any recommendations and specifications are given solely for the protection of Glide's equipment and not the Customer's, and the Customer must not rely upon such recommendations and specifications in the design, maintenance or service of the Customer's equipment or systems.
- 8.4.** The Customer will ensure that there are adequate space and facilities at the premises for Glide to install and provide the Services, including:
- 8.4.1.** Power: Permanent, dedicated power connections for any Glide equipment and NTE must be provided by the Customer.
- 8.4.2.** Operating Environment: The operating environment within the Customer's communications room (or equivalent facility or spaces) designated for the location of any Glide equipment shall be in accordance with the requirements provided by Glide and agreed in writing by the Customer from time to time.
- 8.4.3.** Infrastructure: Glide shall be granted all necessary rights of access and use of ducts and communication routes and storage spaces at the premises to be able to install its own fibre optic cable and associated equipment.
- 8.4.4.** Security: Adequate security shall be provided by the Customer to ensure that no unauthorised parties shall gain access to the Glide equipment and that processes are in place to authenticate any third-party access.

- 8.5. The Customer must comply with any reasonable and necessary instructions of Glide, its employees, agents or contractors relating to compliance of applicable Laws and in relation to health and safety, or prevention of interference with any of the Services.
- 8.6. The Customer will only use the Glide equipment and any provided software in accordance with any instructions and/or software licence provided from time to time. The Glide equipment shall at all times be the property of Glide. The Customer may not add to, modify or in any way interfere with the Glide equipment and Glide will not be liable for any repairs of the Glide equipment other than those arising as a result of its normal and proper use. The Customer will insure any Glide equipment located on its premises from all risks equal to the full replacement value (on a “new-for-old” basis) of such equipment.
- 8.7. In the event of termination of this Agreement or of any element of the Services, or if Glide has reasonable grounds to believe that the Customer is in material breach of Clause 8.4, the Customer shall:
- 8.7.1. ensure that Glide is able, upon reasonable notice and during normal business hours, to access its premises to remove any relevant Glide equipment (or otherwise regain possession of such Glide equipment); or
- 8.7.2. where Glide is unable to regain possession of its equipment, promptly reimburse Glide for the cost of any such Glide equipment to enable Glide to comply with The Waste Electric and Electronic Equipment (WEEE) Regulations 2013.
9. **Matters Beyond Our Reasonable Control**
- 9.1. Glide shall not be deemed to be in breach of this Agreement, or otherwise be liable to the Customer, as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused or contributed to by a Matter Beyond Our Reasonable Control.
- 9.2. Glide shall be entitled to levy additional reasonable and proportionate charges, on a time and materials basis (using its standard rates from time to time), for any additional work carried out as a result of a Matter Beyond Our Reasonable Control (other than a Force Majeure Event).
- 9.3. **“Matter Beyond Our Reasonable Control”** means any of the following (to the extent that they are not caused by an act or omission of Glide or its sub-contractors):
- 9.3.1. the Customer’s non-performance, delayed performance or other breach of its obligations under this Agreement;
- 9.3.2. a failure or delay by the Customer to provide access to premises and/or equipment and/or information reasonably required by Glide;
- 9.3.3. any inaccuracies in information supplied by the Customer, including information concerning Customer’s systems or information upon which Glide has based its pricing;
- 9.3.4. any failure by the Customer to obtain all necessary rights and licences in relation to: (i) access to the premises (ii) installation of the Services at the premises; or (iii) the Intellectual Property Rights of third parties (if required to enable Glide to provide the Services);
- 9.3.5. any failure or delay by the Customer in providing instructions or approvals in relation to the Services, or any changes in such instructions or approvals;
- 9.3.6. any failures of end user equipment, or any Customer or third party equipment not being compatible with any Glide equipment to which it is connected;
- 9.3.7. third party supply problems where a supplier is in breach of its agreement or SLA with Glide;
- 9.3.8. Customer or third party damage or vandalism to communications cabinets, data cabling or other core network equipment;
- 9.3.9. any act or omission of the Customer or its third parties that has a material adverse effect upon the performance by Glide of its obligations under this Agreement; or
- 9.3.10. a Force Majeure Event.
- 9.4. The Fees shall continue to be payable by the Customer notwithstanding the occurrence of a Relief Event and notwithstanding that Glide is granted relief pursuant to Clause 9.1.
10. **Fees**
- 10.1. The Customer shall pay the Fees to Glide as specified on the Order Form as at the date of this Agreement. All Fees are exclusive of any applicable VAT which is chargeable in addition at the then current rate.
- 10.2. The Fees are fixed for the duration of the Commitment Period except for annual increases in line with RPI (as detailed in Clause 10.4).
- 10.3. After the Commitment Period, the Fees may be varied by Glide once per annum at any time on not less than one month’s prior notice. If the Customer objects to any such increase in Fees, it may terminate this Agreement under Clause 3.4 (and no fee increase shall apply during the period of notice).
- 10.4. The Fees may be increased once each year during the Commitment Period by an amount not exceeding the retail price index all items (RPI) rate published by ONS for January of each year. This increase will be applied on or after 1 April each year. At least one month’s prior notice will be provided of any such increase.
- 10.5. All recurring fees must be paid by direct debit, subject to the Customer passing Glide’s standard credit checks. Where:
- 10.5.1. a Customer fails Glide’s reasonable credit checks (in Glide’s absolute discretion); OR
- 10.5.2. declines to pay by direct debit,
- Glide may immediately invoice the recurring fees annually in advance, and such fees must be paid prior to the Service Start Date. Glide may also require (at its discretion) a parent company or directors’ personal guarantees to be provided if Customer fails Glide’s credit checks.
- 10.6. Where a Customer purchases:
- 10.6.1. a PSTN telephone line from Glide: any call charges made on this line will be payable by the Customer under Glide’s standard call rates and charges.

- 10.6.2.** a mobile data back up line: any data overage charges will be payable by the Customer under Glide's standard call rates and charges.
- 10.7.** An annual account management fee of £72 will be payable if the Customer does not pay by direct debit. This management fee will also become payable in the event a previously established direct debit is cancelled, and a replacement direct debit mandate is not established.
- 10.8.** Glide will charge a Failed Visit Fee to the Customer where:
- 10.8.1.** a scheduled engineer visit is cancelled by the Customer with less than 24 hours' notice;
- 10.8.2.** a scheduled engineer visit is unable to take place because the engineer is denied or is otherwise unable to access to any part of the site for which access is required to investigate and remediate the fault; and
- 10.8.3.** an engineer investigates a fault at Customer's premises and determines that the cause of the fault lies with the Customer or a third party (for example equipment being turned off, power supply failures, damage caused by Customer or its third parties).
- 10.9.** A re-connection fee of £250 will be chargeable if the Customer wishes the Services to be restored where:
- 10.9.1.** the Services have been suspended, throttled, or disabled by Glide where permitted by this Agreement; or
- 10.9.2.** the Customer has requested Services to be ceased in error.
- 10.10.** Glide will apply an administrative charge of £500 to complete any assignment or novation requested by the Customer under Clause 20.3.
- 11. Payment Terms**
- 11.1.** Glide will be entitled to invoice, and the Customer shall pay:
- 11.1.1.** Glide's installation fees and any other one-off fees (including any options selected on the Order Form) immediately upon the execution of this Agreement; and
- 11.1.2.** the recurring fee for the first billing period of the Services immediately upon the Service Start Date, and thereafter at the start of each billing period; and
- 11.1.3.** any Early Termination Charges, Abort Costs, or other one off charges, immediately upon such charges arising.
- 11.2.** Where a contract pre-payment applies, 20% of the pre-payment will be invoiced on signature by the Customer of this Agreement. The balance will be invoiced 60 days prior to the planned Service Start Date. The prepayments will be invoiced on these dates, regardless of any slippage of the actual Service Start Date.
- 11.3.** Payment of all invoices is due within 30 days from the date of issue of the invoice. The Customer must pay all invoices in full without any set-off, deduction or counterclaim.
- 11.4.** Late payment of invoices will result in interest and costs being charged in accordance with the Late Payments of Commercial Debts Act 1998.
- 11.5.** Glide reserves the right to suspend, throttle, or disable, all or any part of the Services in the event an invoice remains unpaid beyond its due date.
- 12. Termination**
- 12.1.** If any Glide invoice remains unpaid one month after its due date, Glide may without further notification and without prejudice to any other remedy, terminate this Agreement.
- 12.2.** Either party may terminate this Agreement at any time if the other materially breaches this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within 30 days of a notice requiring the breach to be remedied.
- 12.3.** Either party may, without prejudice to any other right or remedy it may have, terminate this Agreement immediately on written notice to the other party where the other party suffers an Insolvency Event.
- 12.4.** Wherever Glide has a right to terminate this Agreement, Glide may instead and at its sole discretion suspend, throttle or disable all or any part of the Services, without prejudice to its right to terminate the Agreement thereafter on notice.
- 12.5.** Termination of this Agreement shall not relieve the Customer of its responsibilities under this Agreement.
- 13. Termination during Commitment Period**
- 13.1.** Where this Agreement is terminated for any reason prior to the end of the Commitment Period (other than where the Customer terminates this Agreement for Glide's material breach), Early Termination Charges will be due.
- 13.2.** Early Termination Charges will be calculated as an amount equal to all fees that would have been payable by the Customer up to the end of the Commitment Period, less a discount to reflect saved overheads and any third party costs that can reasonably be avoided. Fees due during the contracted notice period are not discounted.
- 13.3.** Early Termination Charges shall be invoiced by Glide from the effective date of termination.
- 14. Moving premises**
- 14.1.** If the Customer intends to move out of the premises to which the Services are provided, it shall notify Glide of such intention as soon as reasonably practicable.
- 14.2.** Where the Customer moves into new premises to which Glide can (in Glide's sole discretion) provide the Services at the same rates, this Agreement shall remain in place, provided that Glide may charge the Customer a fee for the transfer of the Services to the new premises (including any excess construction charges).
- 14.3.** Where Glide is unable to transfer the Services to a new property (or Customer is unwilling to pay the charges for doing so), Customer may end this Agreement, subject to payment of any Early Termination Charges.
- 15. Network Infrastructure**
- 15.1.** From time to time Glide may upgrade its network infrastructure. This may require the Customer to upgrade some of its equipment if the Services are to be continued. In that event, the Customer agrees to make within 30 days such reasonable upgrades to its hardware or software as Glide's technical staff may from time to time reasonably specify by written notice to the Customer.

- 15.2. Glide shall not be responsible for degradation of or disruption to the Services if the Customer does not make the required upgrade.
- 16. IP addresses and domain names**
- 16.1. Glide will route IP addresses that were previously assigned to the Customer only if those addresses were assigned to the Customer directly and not through another internet service provider. Glide will not be held responsible if other internet service providers refuse to accept these addresses.
- 16.2. Where Glide is required to provide additional IP addresses, Glide shall assign new or additional TCP/IP addresses as requested by the Customer upon being provided with satisfactory documentation justifying the need for those addresses. Such documentation must be in accordance with the policies set forth by Réseau IP Européens (“RIPE”).
- 16.3. In certain circumstances, it may be necessary for TCP/IP addresses to be approved by RIPE, and in such cases those addresses are only assigned for the duration of Services and become invalid at such time as Glide no longer provides the relevant Services to the Customer.
- 16.4. When Glide assigns addresses to the Customer, a temporary extension (usually thirty days after the end of the relevant element of the Services) may be granted at Glide’s sole discretion. After termination or after such period (if any) those TCP/IP addresses may be reassigned to other customers by Glide. If the Customer wishes to apply for addresses that will subsist beyond the duration of Services, it must do so directly to RIPE. Any decision made by RIPE or by another internet service provider relating to TCP/IP addresses is the responsibility of RIPE or of that other internet service provider and Glide accepts no responsibility for any such decision.
- 16.5. In respect of any actions taken by Glide pursuant to this Clause 16, Glide may levy additional charges on the Customer as agreed in advance.
- 17. Limited Warranty**
- 17.1. Subject to clauses 5 and 17.3, Glide warrants that the Services will not be substantially different from any written description of the Services previously supplied by Glide to the Customer, including any formal Product Data Sheet sent to the Customer.
- 17.2. The Customer is responsible for assessing its own communication needs and resilience requirements. The Customer acknowledges and agrees that:
- 17.2.1. the Services were not designed with the Customer’s individual requirements in mind, and it is the Customer’s responsibility to determine whether the Services will meet its needs;
- 17.2.2. Glide makes no warranty as to the value of the Services in the Customer’s business or the results to be obtained from the use of the Services; and
- 17.2.3. it is the Customer’s responsibility to ensure that it has appropriate back-up and resilience measures in place for its business.
- 17.3. The Customer is solely responsible for the use of any information or other material obtained through the Services. Glide specifically excludes any responsibility or liability for the accuracy or quality of any information obtained through the Services, or that any other material obtained through the Services may be used in any way by the Customer without infringing the rights of any third parties. The Customer further acknowledges that these matters are outside the control of Glide.
- 18. Limitation of Liability**
- 18.1. To the maximum extent permissible under applicable law, all conditions and warranties in relation to the Services which are not explicitly set out in this Agreement (including any terms which would otherwise be implied by statute or common law) are hereby excluded.
- 18.2. Subject to clauses 18.1, 18.3, and 18.4, the total liability of Glide (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Customer (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with this Agreement shall not exceed, in respect of all events occurring in any Contract Year, the amount paid or payable by the Customer under this Agreement in such Contract Year.
- 18.3. Glide shall in no circumstances be liable to the Customer, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for:
- 18.3.1. loss of business, loss of revenues, loss of profits, loss of opportunity, loss of reputation, loss of data, loss of anticipated savings, or wasted expenditure (in each case whether direct or indirect);
- 18.3.2. any indirect or consequential loss whatsoever;
- 18.3.3. the acts or omissions of other providers of telecommunications services or for faults or failures in their apparatus;
- 18.3.4. any loss of or corruption to data or programs held or used by or on behalf of the Customer.
- 18.4. Notwithstanding anything to the contrary in this Agreement, Glide’s liability to the Customer for:
- 18.4.1. death or personal injury resulting from the negligence of Glide or its employees, agents or subcontractors, or for fraud;
- 18.4.2. damage suffered by the Customer as a result of a breach by Glide of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
- 18.4.3. damage for which Glide is liable to the Customer under Part 1 of the Consumer Protection Act 1987; or
- 18.4.4. any other matter for which liability cannot be excluded or limited as a matter of applicable law, shall not be limited (save that nothing in clause 18 shall confer a right or remedy upon the Customer to which the Customer would not be otherwise entitled).
- 19. Data Protection.**
- 19.1. The Customer acknowledges that any Customer information (“Data”) collected by Glide in the fulfilment of this Agreement (including but not limited to Data collected during order processing, delivery, installation, support and maintenance of the Service):
- 19.1.1. will be maintained by Glide in its capacity as data controller in respect of such Data for the purposes of applicable data protection legislation.

- 19.1.2.** may for the purposes of fulfilling the contract be processed by Glide, its provisioning entities affiliates and agents both within and outside the UK or European Economic Area, and outside the country or countries where the Data is collected.
- 19.2.** The Customer is responsible for collecting and maintaining any relevant consents from individuals in this respect.
- 19.3.** Glide shall handle all Personal Data in accordance with applicable law and its privacy and retention policies.
- 20. General Terms**
- 20.1.** Intellectual property. The Customer acknowledges that material of any nature which Glide provides to the Customer, either under this Agreement or otherwise (for example, quotations or other pre-contractual material) may contain materials the Intellectual Property Rights in which are either the property of, or licensed to, Glide. The Customer shall have a limited, personal, revocable and non-exclusive licence to use such materials for the sole purpose of receiving the benefit of the Services. Nothing in this Agreement is intended to confer on the Customer any Intellectual Property Rights in such materials (including any licences) except as explicitly set out in this Agreement.
- 20.2.** Confidential information. The Customer may have or obtain confidential information relating to Glide (which includes but is not limited to information relating to its products, planned products and details of its marketing, support and internal structures, pricing and similar information relating to its suppliers or related products). The Customer agrees that it will use such confidential information solely for the purposes of this Agreement and for evaluating future products or services supplied by Glide, and that it shall not disclose, whether directly or indirectly, to any person any confidential information unless the disclosure is required to carry out this Agreement. Before the Customer makes any disclosure to another person, the Customer must obtain from them a binding commitment to keep that information confidential. That commitment must be at least as effective as this obligation is on the Customer. This clause 20.2 shall not prevent the Customer from disclosing or using any information which is public or becomes public through no fault of the Customer, or to the extent that such disclosure is required by law. For the avoidance of doubt and without limitation, Glide may disclose information relating to this Agreement and the Customer to third parties for the purpose of carrying out its obligations under this Agreement.
- 20.3.** Assignment. The Customer shall not sell, transfer, assign or otherwise deal with its rights or obligations under this Agreement without the prior written consent of Glide. Glide may sub-contract the provision of any part of the Services at its discretion.
- 20.4.** Waiver. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of that or any other right in this Agreement.
- 20.5.** Invalidity. If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining parts of this Agreement will remain in full force and effect.
- 20.6.** Whole Agreement. This Agreement, together with any document expressly referred to in any of its terms,

contains the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information or e-mail given by any party shall alter the interpretation of this Agreement. The Customer confirms that, in agreeing to enter into this Agreement, it has not relied on any representation save insofar as the same has expressly in this Agreement been made a representation, and the Customer agrees that it shall have no remedy in respect of any misrepresentation (whether made innocently or negligently) which has not become a term of this Agreement. However, the agreement of the Customer contained in this Clause 20.6 shall not apply in respect of any fraudulent misrepresentation, whether or not the same has become a term of this Agreement.

- 20.7.** Notices. Notices sent pursuant to this Agreement shall be in writing and may be delivered by hand or sent by post with hard copy confirmation by post to the recipient at its address shown on the Order Form or at such other address as may be notified in accordance with this clause 20.7 or, in the case of a company, to its registered office. Notices hand delivered shall be deemed received on delivery and those posted on the second working day after they are posted.
- 20.8.** Headings. The headings shall be disregarded in construing this Agreement.
- 20.9.** Law. This Agreement shall be governed by English law. The parties submit to the non-exclusive jurisdiction of the English courts.
- 20.10.** Capacity. Both parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.
- 20.11.** Survival. Notwithstanding termination or expiry of this Agreement, all provisions which are expressly or by implication to survive termination of this Agreement.
- 20.12.** Force Majeure. Neither party will be liable for any failure (whether complete or partial) or delay in relation to the performance of its obligations (save Customer obligation in respect of payment) under this Agreement where the failure or delay arises from an event beyond the control of the party concerned, including but not limited to acts of God, malicious acts of third parties, failure of sub-contractors, delays arising from third party utility providers, inclement weather, flood, lightning or fire, industrial action, epidemic or virus of any kind, act or omission of government, or other competent authority, riot, war or act or omission of any other party for whom that party is not responsible (each an “**Force Majeure Event**”).