

1. Definitions

Capitalised terms used in these terms and conditions shall have the following meanings:

“**Acts**” as defined in the MSA Terms;

“**Charges**” means the amounts payable by the Customer in consideration for Solar providing the Equipment and/or Services, as set out in the Customer Agreement;

“**Customer**” means the company, partnership, organisation or individual procuring Equipment and/or Services from Solar, as specified in the Customer Agreement;

“**Customer Agreement**” means the agreement between Solar and the Customer pursuant to which Solar agrees, subject to the terms set out in the Customer Agreement, to provide the Equipment and/or Services;

“**Effective Date**” as defined in the MSA Terms;

“**Equipment**” as defined in the MSA Terms;

“**Fees**” as defined in the MSA Terms;

“**Lease Finance**” means the provision of Equipment and/or Services to the Customer via a third party, where the third party purchases the Equipment and/or Services from Solar and leases the Equipment, and (if applicable) provides the Services with Solar acting as its subcontractor, to the Customer;

“**Liability**” as defined in the MSA Terms;

“**MSA Terms**” means Solar’s Master Services Agreement terms and conditions which are attached or referred to in the Customer Agreement;

“**Security Services**” means, during the installation of any Equipment provided by Solar : (i) testing for unauthorised access using industry recognised software tools; (ii) penetration testing to attempt to gain access to the Customer’s system, data and/or other material other than through a recognised access method; (iii) testing for known vulnerabilities in system architecture configuration and/or software and hardware using industry-standard methodologies; and/or (iv) the provision of a written report on this testing;

“**Services**” as defined in the MSA Terms;

“**Service Terms**” as defined in the MSA Terms, which includes these Supply and Installation Terms and Conditions;

“**Site**” as defined in the MSA Terms; and

“**Specification**” as defined in the MSA Terms.

References to “clauses” are to clauses of these terms and conditions (and not clauses of the MSA Terms), unless otherwise stated.

2. Service Terms

2.1. These Supply and Installation Terms and Conditions shall apply to and be incorporated into the Customer Agreement if Solar is providing and installing any Equipment pursuant to the Customer Agreement.

3. Customer’s responsibilities

In addition to the obligations of the Customer which are set out or referred to in the Customer Agreement (including the MSA Terms and all other applicable Service Terms), the Customer shall:

- 3.1. provide at its own expense such scaffolding, unskilled labour, lifting gear, building work, stable and clean electrical power (without surges), heating, lighting, ventilation, private wires, jack sockets and any other information, items, equipment and/or local conditions as are necessary for the efficient installation and operation of the Equipment. Any cutting away and making good of floors, ceilings, ceiling tiles and panels, trenching, back filling, supply and erection of poles and provision of trunking and ducting at the Site are the Customer’s sole responsibility;
- 3.2. accept delivery of the Equipment on the delivery date specified in the Customer Agreement (or as otherwise agreed with Solar);
- 3.3. except where Solar has agreed with the Customer that Solar is responsible for the connection of the Equipment, be solely responsible for: (i) obtaining the consent of the relevant network operators for the connection of the Equipment to the relevant network; (ii) arranging for the connection of the

Equipment to the relevant networks, including any test lines required; (iii) paying any connection charges; and (iv) complying with any conditions relating to the connection;

- 3.4. ensure that any other equipment attached to or used with the Equipment is suitable for attachment to or use with the Equipment, is in good working order, is maintained in accordance with the manufacturer recommendations and complies with any relevant network operators’ requirements and/or telecommunications regulations. The Customer acknowledges and accepts that such equipment is attached to or used with the Equipment at the Customer’s risk;
- 3.5. comply with all statutory requirements (including the Acts), bylaws, regulations, and network operators’ requirements in relation to its use of the Equipment and operate the Equipment in accordance with the manufacturer’s guidance, Solar’s reasonable instructions and good industry practice; and
- 3.6. be solely responsible for any costs and charges relating to the use (whether malicious, fraudulent or otherwise) of the Equipment by the Customer, anyone acting on behalf of the Customer and/or any other third party, whether from or within the Customer’s premises or via external means. The Customer acknowledges that voicemail ports that are configured to allow external calls may be vulnerable to fraudulent access. Any such configuration is solely at the Customer’s risk and Solar will have no Liability for the cost of any external calls made using such voicemail ports.

4. Equipment

- 4.1. Title to the Equipment shall only pass to the Customer if expressly stated in and then only in accordance with the Customer Agreement (including the MSA Terms).
- 4.2. The Customer shall be fully responsible for any loss and/or damage to such as tools and plant taken to the Site by Solar for the purposes of the fulfilment of Solar’s obligations under the Customer Agreement. Customer shall reimburse Solar in full and on demand for the full replacement cost of any such equipment which is lost or damaged, except to the extent that any damage caused to such equipment is due to any act of negligence on the part of Solar.

5. Price

- 5.1. Except as otherwise provided in the Customer Agreement, Solar shall be entitled to invoice the Customer upon completion of the installation of the Equipment at the Site. If the Customer causes the commencement or completion of the installation of Equipment and/or commencement of any related Services to be delayed, Solar reserves the right to invoice the Customer for some or all of the Charges on the date(s) that Solar would have been paid, had the Customer not delayed the commencement and/or completion of such installation or related Services.
- 5.2. If applicable, where Lease Finance is utilised by the Customer but is withdrawn for any reason, the Customer shall be primarily liable to Solar for payment of the Charges and any other Fees due under the Customer Agreement and, subject to the Customer paying such Charges and Fees, Solar shall supply the Equipment and Services directly to the Customer under the Customer Agreement.
- 5.3. Solar reserves the right to increase the Charges in accordance with the MSA Terms.

6. Maintenance

- 6.1. Solar shall not be responsible for maintenance of the Equipment unless specifically referred to in the Customer Agreement and subject to the Customer entering into a maintenance agreement in respect of the Equipment on Solar’s standard terms.

7. Security Services

The Customer acknowledges that:

- 7.1. Security Services only relate to the relevant systems and configuration on the date that the tests were performed and that, due to the constantly changing nature of information technology security risks, Solar cannot guarantee that the Security Services will identify all risks and threats to the

systems; and

- 7.2. in the course of providing the Security Services it may be necessary to demonstrate vulnerabilities by providing examples of material that have been observed on the relevant systems, some of which may be obscene, discriminatory or otherwise offensive or illegal. Solar will have no Liability in relation to such material and the Customer must provide notice to Solar prior to Solar commencing the Security Services if the Customer does not wish to be provided with such material.

8. Warranty

- 8.1. Customer's attention is drawn, in particular, to the limitations and exclusions from liability in relation to the Equipment, as set out in clauses 8 and 14 of the MSA Terms.

9. Termination

- 9.1. Either party may terminate the Customer Agreement in relation to the supply and installation of the Equipment by Solar in accordance with the MSA Terms and/or these Supply and Installation terms and conditions.
- 9.2. Without prejudice to any of Solar's other rights and remedies, Solar may terminate the Customer Agreement with immediate effect on notice to the Customer if Lease Finance is withdrawn.