

HOSTED TELEPHONY SERVICE AGREEMENT

The Company is a supplier of hosted telephony services and the Client wishes that the Company provide those services to it.

This Hosted Telephony Service Agreement ("**Agreement**") sets out certain terms applicable to the Company's supply, and the Client's acceptance, of those VoIP services and forms part of the Contract between the Company and the Client for those services.

1. DEFINITIONS

1.1 Words beginning with a capital letter in this Agreement shall bear the meaning given in the MCC (as defined below) unless the context requires otherwise. The following definitions in this clause also apply in this Agreement.

In this Agreement, unless the context otherwise requires, the following terms and expressions shall carry the meaning as given below:

- a. "**MCC**" means the Master Terms and Conditions of Contract.
- b. "**Guidelines**" means any guidelines, rules or regulations made by Authority that is applicable to the Services.
- c. "**Authority**" means OFCOM or relevant regulating authority that has the right to frame Guidelines for the Services.
- d. "**Services**" means hosted telephony services provided by the Company and described on the Website as "Cloud Phone System", "Hosted PBX Solution".
- e. "**Website**" means the site located at URL <http://www.orbtalk.com>.

The headings herein are for convenience only and shall not affect the interpretation of this Agreement.

2. SCOPE OF SERVICES

Client hereby engages Company to perform, and Company hereby agrees to perform the Services for Client, as described in detail on the Website at URL <https://www.orbtalk.co.uk/hosted-pbx-in-the-cloud>.

3. UPGRADES AND NEW ORDERS

- a. The Client will be able to request further Services from the Company (or a service upgrade) at any time by sending an email to sales@orbitalk.com, requesting via their account manager or through the Company's service portal (as applicable). The Client will receive a quotation via the online portal to confirm that the Client's request has been received and will be assigned a quote

number. The Client will then sign the quotation electronically (if the Company accepts the Client's request).

- b. The Client acknowledges and agrees that:
 - i. any service upgrade the Company agrees to provide to the Client may trigger a new Renewal Term; and
 - ii. any new Service the Company agrees to provide to the Client may have a separate Renewal Term which will apply to the Client in connection with such new Service (i.e. if the Company provides different Services to the Client each Service may have a different Renewal Term).

4. COMPANY'S OBLIGATIONS

- a. Company will endeavour to provide the Services in a professional manner;
- b. Company will provide all software necessary for the provision of Services;
- c. Where agreed by Company in its proposal document, Company will provide Company's equipment and also install it at Client's premises.
- d. Where agreed by Company in its proposal document, Company will provide the maintenance services, at the cost of Client, for the Company's equipments installed at Client's premises.

5. COMPANY'S WARRANTIES

- a. Company has full capacity, power and authority to enter into this Agreement; and during the continuance of this Agreement, will continue to have full capacity, power and authority to act as company under this Agreement and to carry out and perform all its duties and obligations as contemplated herein and has already taken and will continue to take all necessary and further actions to authorise, the execution, delivery and performance of this Agreement.
- b. Company has the necessary skills, knowledge, experience, expertise, capital, net worth, adequate and competent personnel, systems and procedures, infrastructure including adequate office space to duly perform its obligations in accordance with the terms of this Agreement and to the satisfaction of Client.
- c. Company has not and will not violate, breach any covenants, stipulations or conditions of any agreement, deed entered into by the Company with any third party.

- d. Company has complied with and shall continue to comply with the Guidelines issued by the national and local authorities, which are applicable for the provision of Services.

6. CLIENT'S OBLIGATIONS

- a. Client shall procure all necessary hardware, including VOIP telephone equipment to use the Services in conformity with the provisions of Guidelines.
- b. Client shall be solely responsible to procure and maintain sufficient and dedicated broadband connectivity at its premises to avail the Services.
- c. Client shall be solely responsible to procure and maintain appropriate security infrastructure to connect with the Services.
- d. Client shall keep confidential all data, including user id and passwords to access the Services.
- e. Client, where based in the UK, shall comply with the following guidelines applicable to provision of emergency services (999/112 dialling):
 - i. Client will inform Company whether Client will use, or is likely to use, multiple VoIP endpoints via a single VoIP account;
 - ii. Client will convey to Company all VoIP originated emergency calls for onward transmission to BT emergency center;
 - iii. Client shall also convey all records of its Users who used the emergency services, including their complete name, physical address (including post code), complete telephone number for contacting them, which emergency organisation may use for calling such customer;
 - iv. Client shall also maintain accuracy of its, and its Users, information in the Client's account and shall provide Company with all installation addresses of its Users, if such Users are either using a nomadic application such as a softphone or are using the same VoIP account details over multiple VoIP endpoints. Failure to notify changes may mean it is not possible for Emergency Operators to identify caller's location and phone number when dialling emergency services;
 - v. Called individual must be contactable at all times via their contact telephone number by the emergency operator to confirm their location information. The contact telephone number must not be connected to an automated answering system;

- vi. Client has provided its address details to Company for submission to the BT emergency center for processing. Emergency services will start for Client only after the Company receives a successful status from the BT emergency center.

7. INDEMNIFICATION

Company hereby agrees to indemnify and hold Client harmless at all times from any loss, claim, prejudice, damage, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal cost to Client may be subjected by virtue of a breach of the representations and warranties or any covenant in this Agreement by Company.

Client hereby agrees to indemnify and hold the Company harmless at all times from any loss, claim, prejudice, damage, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal cost to the Company may be subjected by virtue of a breach of the representations and warranties or any covenant in this Agreement by the Client.

8. FORCE MAJEURE

Neither Party to this Agreement will be liable for breach of this Agreement to the extent caused by or arising from any Force Majeure Event.

If a delay or failure to perform a party's obligation due to a Force Majeure Event exceeds 30 days the other party may immediately terminate this Agreement on notice to other party

A party does not breach this Agreement & is not liable to the other party for a delay or for failure to perform an obligation (except an obligation to pay money due under this Agreement) resulting from a Force Majeure Event.

9. DISCLAIMER

- a. Company shall not be liable to Client in any manner whatsoever, including refund of charges, if Client is unable to use the Services due to Client's failure to procure and maintain sufficient and dedicated broadband connectivity at its premises.
- b. Company is not liable to Client for Client's failure to properly record and secure data in a format capable of restoration to Client storage media.
- c. Company will provide a limited storage capacity for data generated through the use of Services, as specified in Clause 13. Client may purchase additional storage space from Company as per Client's requirement. Company shall not be liable to Client for any loss of data due to nonmaintenance of sufficient storage space by Client.

- d. Client shall be solely liable for maintaining independent backup copy of data generated through the use of Services.
- e. In order to achieve complete functionality of Services or if functionality of Services is impaired due to available data, Company may from time to time require Client to remove any or all stored data. Company shall not be liable to Client for any loss of data due to such removal of stored data. Client agrees to indemnify and hold Company harmless from any claim of whatsoever nature arising from the same.
- f. Upon termination of this Agreement, Company shall remove all of the data stored on Company's equipments and shall not be liable for Client's failure to keep a backup copy of stored data.
- g. Client shall have the facility to use the emergency Services through VoIP, only if Client continues to comply with all guidelines specified in Clause 5(e) applicable to emergency services.
- h. Company's provision of emergency services is dependant upon availability of such services through BT emergency center, with whom Company has partnered for the purpose.
- i. All call charges will commence on the receipt of an answer signal from the BT emergency centre. Company will not be held responsible for any situation where this is generated in error.
- j. Call charges will cease on receipt of a call clear message from either Client's equipment or the BT emergency centre. It is Client's responsibility to ensure that this signal is received by Company from Client's equipment.
- k. Client understands and agrees that VoIP originated emergency call is dependent on:
 - i. VoIP application of device being connected to a power source and enabled internet connection;
 - ii. Provision of correct and complete information by the person calling the emergency number, including confirmation/ provision of their location, which will enable the emergency organization to respond:
 - 1. if an emergency call is made and the location information is found to be incorrect, the Company will be notified of this by its suppliers and the Company will inform the Client. Ofcom requires an amended record to be submitted within two days from notification, and where this is

consistently not met, fines may be levied against the Company by Ofcom. The Client shall fully cooperate with the Company to ensure that the Company is able to comply with these obligations.

2. any costs incurred by the Company due to the Client not accurately maintaining its, and its Users, information as specified in this clause 9 will be passed on to the Client with an additional administration fee of £35.
- iii. That the VoIP originated emergency call may have to pass over the public internet where it will not receive the same network priority or quality assurance as an emergency call made on a mobile network or on a circuit-switched fixed line
- l. The Client acknowledges that call quality depends on both the specification and availability of the Internet connection service to which the Client is connected and also on the IP or telecommunications network to which the person being called is connected.
- m. Where the Internet connection is supplied by a third party, the Company does not assume any liability or responsibility for the third party Internet connection service or a third party router, and the Client acknowledges that in such circumstances, the Company cannot be held responsible for any degradation in voice quality, which may result in broken speech, echo, delay or call failure.

10. TERM & TERMINATION

Refer to Sections 4 and 15 of the MCC.

11. SUSPENSION OF SERVICES

Company may suspend the provision of the Services without any notice to the Client, in the event:

- a. Client fails to pay any charges by the due date or is in breach of any of the terms of this Agreement, which are capable of remedy; or
- b. Client prevents or delays scheduled maintenance work; or
- c. Client commits, in the reasonable opinion of the Company, an act of fraud or misuse of the Services; or

- d. Any service provider or Authority communicates to Company that use of Services by the Client is in breach of the terms of this Agreement or Guidelines; or
- e. Company needs to carry out any unscheduled maintenance; or
- f. Suspension is required by any other reason that is beyond Company's reasonable control.

12. CHARGES

In consideration of the provision of Services by the Company, the Client shall pay Company the Fees specified in the Order Form or in the Price Guide, and in accordance with the terms specified herein.

13. PAYMENT TERMS

- a. Client shall pay the first month's payment in advance of the service being delivered to the Client. Subsequent month's payments are payable on the first day of the next month.
- b. Subject to a satisfactory credit check and a Direct Debit mandate being in place all call charges not included in a call price plan will be payable in arrears.
- c. Where Client's credit check is unfavourable or if Client is unable to provide a Direct Debit mandate, call charges will be payable in advance, via Company's online payment portal, or via telephone (using credit card) if the minimum prepayment is 100 (one hundred) pounds.
- d. Call records will be made available online and instructions on how to access this will be provided by the Company.
- e. Any charges for any additional equipment or services required during the terms of this Agreement will be pro-rated to the service charge date and then charged monthly with the other fees.
- f. All fees and charges may be payable by BACS, credit card or direct debit facility.

14. CALL RECORDINGS

- a. A call recording facility is a chargeable service provided by the Company usually bundled to another product such as a cloud phone system. The Company will provide the facility for call recording which the Client will be able to manage via the self-service online portal. It is the Client's responsibility to ensure that the facility is enabled to record as and when required. It is the Client's responsibility to ensure that it notifies the relevant parties of the recording of any conversations,

either inbound or outbound, using the call recording facility and that its use is in line with applicable legislation. Orbtalk will keep call recordings stored within the Client's environment for a period of 5 weeks (the "Default Period"). It is the Client's responsibility to download, back up and archive securely and appropriately all these call recordings before the end of the Default Period or any extended back up period the Company agreed with the Client.

- b. Call recording transfer facility: Upon request, Orbtalk can provide a bespoke quotation for a solution to archive and transfer call recordings to a Client's owned or managed storage such as Amazon S3. The Company will require the Client to provide the Company with access to the Client's owned or managed storage to enable the transfer via the solution. The Company will use reasonable endeavours to ensure that calls or users marked or enabled for recording have their recordings saved and archived for the agreed period. It is the Client's responsibility to assess if the transfer of the relevant call recordings is successful and to notify the Company promptly about any issues with the transfer. To the maximum extent permitted by applicable law, the Company shall not be responsible for any loss or corruption of data connected to any transfer of call recordings to the Client's owned or managed storage device and the Company's only responsibility will be to use reasonable endeavours to re-transfer the call recordings to the Client's owned or managed storage device.
- c. The Client shall assess the call recording facility and the call recording transfer facility (if applicable) to ensure that they meet its requirements.
- d. It is the Client's responsibility to ensure that the Client complies with any applicable legislation connected to call recordings and where applicable to notify the relevant parties, that the calls are being recorded. The Client shall be responsible for seeking independent legal advice to ensure that its use of the call recording facility is compliant with applicable legislation.
- e. The Client will fully indemnify and hold the Company harmless from and against any and all liabilities, claims, actions, fines, sanctions, losses, damages, costs (including reasonable legal fees) and expenses suffered or incurred by the company or awarded by a court of competent jurisdiction or a regulator against the Company as a result of or in connection with the Client's breach of any of the provisions of this Clause 14. The company shall notify the Client of any such claims or proceedings and inform the Client regularly as to the progress of such claims or proceedings.
- f. The Company will notify the Client of any personal data breaches that have occurred.
- g. The Company will not engage sub-processors without the Client's consent and a written contract flowing down the same obligations.
- h. The Company will allow the Client to decide whether recordings should be deleted or returned on termination of the contract.

15. NUMBER PORTING

- a. The Company will provide number portability, when the Company underlying suppliers allow such capability, in accordance with this Clause 15.

- b. To initiate a request to port a number from another provider the Client will need to complete a number port form for each number the Client wishes to port to the Company. The Company will send to the Client a number port form via email which the Client will need to complete, sign and submit to the Company via email. The number port form can be requested to the Company by email at porting@orbtalk.com, via the Website or by calling the Company.
- c. Once the Company receives the number port form signed by the Client, the Company will send the port request to the relevant provider, and inform the Client whether the port is accepted or not (after the Company hears from the relevant provider).
- d. Where the Client agrees to transfer to the Company the call services it receives from another provider (and requests number porting), the Client authorises the Company to:
 - i. include the telephone numbers to be ported on the relevant number port form; and
 - ii. to forward appropriate details of the port application to the losing provider and/or to the underlying supplier as applicable.
- e. The Client will receive a notification of the transfer from the losing provider and will have to pay the port charge and any additional charges related to the number(s) port.
- f. The Client acknowledges and affirms that:
 - i. the information provided by the Client on any number port form will be used by the Company when requesting the number port.
 - ii. the Company will not review Client's port request and that any inaccuracies (e.g. inaccurate or incorrect information) may lead to the number port being rejected by the losing provider,

The Company reserves the right to charge a reasonable Fee to the Client for any extra port charges incurred and any extra work carried out by the Company arising from such inaccuracies and subsequent rejections.

- g. The Company's ability to port the numbers is subject to the losing provider and the underlying suppliers being able, and agreeing, to port the numbers.
- h. Where the Client is provided with a telephone number (including a code) as part of a Service, then that code and number belongs to the Company and the Client will have no right to keep that number nor to sell, dispose or transfer that number at any time. The Company will use reasonable endeavours to ensure that the Client

is able to keep the numbers during the term of this Service Agreement but the Company reserves the right to change the telephone number on notice at the Company's reasonable discretion.

- i. The Client acknowledges that where a number is to be ported away from a losing provider, this may also result in termination of the line on which the number was previously allocated.
- j. In some cases the Service may not be compatible for analogue lines that are being utilised for facsimile machines. This may result in loss of service. In these instances an alternative e-fax service will be offered to the Client on request.

THE CLIENT AND THE COMPANY SHALL BE BOUND BY THE TERMS OF THE CONTRACT WHEN THE COMPANY ISSUES WRITTEN ACCEPTANCE OF THE CLIENT'S ORDER FORM.