

SIP TRUNKING SERVICE AGREEMENT

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

This SIP Trunking Service Agreement ("**Agreement**") is a Service Agreement as defined in the MCC (as defined below) and sets out certain terms applicable to the Company's supply, and the Client's acceptance, of those services and forms part of the Contract between the Company and the Client for those services.

The Contract between the Company and the Client for the Services also incorporates the terms and conditions of the MCC (as defined below) and the Client's Order Form for such Services.

1. DEFINITIONS

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.

- a. "**Guidelines**" means any guidelines, rules or regulations made by Authority that are applicable to the Services.
- b. "**Authority**" means OFCOM or relevant regulating authority, which has the right to frame Guidelines for the Services.
- c. "**MCC**" means the Company's Master Terms and Conditions of Contract setting out the general terms and conditions applicable to services and/or goods to be rendered or supplied by the Company to the Client from time to time.
- d. "**Services**" means SIP Trunking services provided by the Company and described on the Website as "SIP Trunking".
- e. "**SIP Trunking**" means the use of VoIP to facilitate the connection of a private Branch Exchange (PBX) to the Internet enabling the PBX to make and receive calls over the public telephone network;
- f. "**Website**" means the site located at URL <https://www.orbtalk.com>.

The rules of interpretation detailed in the Definitions and Interpretation clause of the MCC shall also apply to govern the way in which this Service Agreement is interpreted.

2. SCOPE OF SERVICES

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

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@orbtalk.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). 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 the Services;
- c. Where agreed by Company in its proposal document, Company will provide Company's equipment necessary for the provision of the Services 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 equipment installed at Client's premises.

5. COMPANY'S WARRANTIES

Company warrants that has complied with and shall continue to comply with the Guidelines which are applicable for the provision of the Services.

6. CLIENT'S OBLIGATIONS

- a. Client shall procure all necessary hardware, including VOIP telephone equipment to use the Services and a PBX in conformity with the provisions of Guidelines and which Company agrees is suitable for the provision or receipt of the Services.
- 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

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 costs suffered or incurred by the Company 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 Unforeseen Event.

If a delay or failure to perform a party's obligation due to an Unforeseen 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 an Unforeseen Event.

9. DISCLAIMER

Emergency calls – important

- a. Client shall have the facility to use the emergency services through VoIP, only if Client continues to comply with all guidelines specified in Clause 6(e) applicable to emergency services. Without prejudice to the generality of the foregoing, failure to notify changes to customer's account

information, including location address, may mean that it is not possible for emergency operators to identify caller's location and phone number when dialling emergency services.

- b. 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.
- c. 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.
- d. 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.
- e. Client understands and agrees that VoIP originated emergency call is dependant on:
 - vii. VoIP application of device being connected to a power source and enabled internet connection;
 - viii. 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. Client acknowledges that the location information received by the emergency services may not be the location from which the call originated and the Client/person calling may have to provide their location information and phone number verbally to the operator; and
 - ix. 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.

Client agrees to inform users and potential users of the Services of the above limitation.

- f. Client understands and agrees that emergency calls may fail, or call continuity may be affected, where there is a mains power failure or failure of Client's internet service provider or broadband connection. Wherever possible, alternative arrangements should be made and a primary (fixed PSTN) telephone line be maintained.
- g. It will not be possible to make emergency calls if Company suspends or terminates the Services for any reason.

- h. If the Services are used outside mainland England, Wales, Scotland and Northern Ireland, Client acknowledges that emergency calls made using the Services may not be connected to the domestic emergency services.
- i. The Client acknowledges and affirms that it shall be the Client's sole responsibility to make available to its Users, alternative means of accessing emergency calls services, and to inform or otherwise make aware to its Users of the possible limitations of this Service (as set out above).
- j. 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.
- k. 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.
- 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.

Power or connectivity failure

- n. It is Client's responsibility to ensure that uninterrupted mains power is supplied to the PBX and any peripheral equipment. Client understands and agrees that the Services will not work (including ability to make emergency calls) in the event of a mains power failure or failure of Client's internet service provider or broadband connection, and Company shall not be in breach of the Contract nor have any liability to the Client for failure of the Services if such failure is due to any such cause.

Unauthorised access or use

- o. Company does not guarantee the security of the Services against unauthorised or unlawful access or use. Client is responsible for and shall pay all Fees in respect of the Services whether the Services are used by the Client or its customers or someone else.

Security Policy

- p. Client shall take reasonable steps to minimise risk of security breaches in connection with the Services, including in respect of any hardware or other

equipment used in conjunction with the Services or to access these or which is otherwise used in connection with the receipt of the Services. The Client must:

- x. comply with the Company's Security Policy in force from time to time (available at <https://www.orbtalk.com/password-security-policy> or such other place as may be notified by the Company from time to time), including the Company's guidelines in respect of passwords and its recommendations for the adoption of security measures in respect of the Client's system or apparatus used to access or connect to the Services (including by use of a firewall to secure the Client's PBX/VoIP gateway where possible).
- xi. Client shall notify Company straightaway of any unauthorised access or suspected unauthorised access to the Services or Client's account.
- xii. The Client shall engage suitably qualified and experienced personnel to install and configure the Services and any hardware or other equipment used in conjunction with the Services or to access these who are competent to carry out such tasks.

10. SUSPENSION OF SERVICES

Without prejudice to any right which Company may have to suspend the Services contained in the MCC, Company may suspend the provision of the Services without any notice to the Client and without liability to 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 is capable of remedy and fails to remedy that breach within 14 days of the Client being notified in writing of the breach or which is irremediable; 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 any third party service provider's acceptable use policy, instructions or guidelines (including restrictions on use); or
- e. Company needs to carry out any emergency maintenance or repairs; or
- f. Suspension is required by any other reason that is beyond Company's reasonable control.

11. CHARGES

- a. In consideration of the provision of Services by the Company, the Client shall pay Company the Fees specified in the Contract, in the Price Guide or otherwise specified by the Company.
- b. Unless otherwise agreed with the Client in writing:

- i. the inclusive minute allowances specified in any VoIP call price plans will be deducted in 20 second increments.
- ii. call Fees for VoIP calls not included in a call price plan or outside of any inclusive minute allowances (both UK and international) of the Client call price plan will be calculated on a per 20 second increment basis (excluding calls to Mexico and the United States of America which will be calculated on a per minute basis) at the Company then current Fees specified in the Price Guide. In addition, a per call connection Fee may apply.
- iii. Any voice minutes allowance included in any of the call price plans will expire at the end of the applicable monthly/quarterly billing period (i.e. will not roll-over to the next month).
- iv. If a call price plan has a minimum monthly/quarterly spend, the minimum monthly/quarterly spend will be charged in the event that usage Fees are below the minimum monthly spend.
- v. The Client will be liable for all calls made using the Services.

12. 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 pre-payment is 100 (one hundred) pounds.
- d. Any Fees 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.
- e. All Fees and charges may be payable by BACS, credit card or direct debit facility.

13. DATA STORAGE

- a. Company will store data generated through the use of the Services as set out in Clause 13(c) below as standard. Company shall not be liable to Client for any loss of data or non-availability of data due to non-maintenance of sufficient storage capacity by Client.
- b. Subject to Clause 13(f) below, call records will be kept for 3 months and call recordings for 5 weeks unless specified otherwise in the Company's Quotation or proposal document.

- c. Call records will be made available online and instructions on how to access these will be provided by the Company.
- 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 or non-availability 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 may remove or delete all data stored on Company's equipment (including call records and call recordings) and Company shall not be liable for Client's failure to keep a backup copy of stored data. Company recommends that Client saves its own copies of data stored using the Services and which it wishes to keep.
- g. Company is not liable to Client for failure to record and secure data in a format capable of restoration to Client storage media.
- h. Client agrees that Company may, when required by law or at the direction or request of any regulatory authority, disclose information relating to Client or its users gathered, stored or processed using the Services and including stored data (including call records and recordings).

14. NUMBER PORTING

- a. The Company will provide number portability, when the Company underlying suppliers allow such capability, in accordance with this Clause 14.
- 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.