



This document contains important information. Please read it carefully in full and retain for future reference.

IT IS AGREED BY THE PARTIES THAT:

1 PARTIES

1.1 This Agreement is between Internet Protocol Telecom Limited, a company incorporated under the laws of Ireland with company registration number 482356, whose registered office is at Unit 1k, Block 71c, The Plaza, Parkwest, Dublin 12, D12 K19C, Ireland (“we”, “us” and “our”) who supplies telecommunications and other products and services to the customer to whom this Agreement applies (“you” or “your”). Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Agreement.

1.2 As Internet Protocol Telecom Limited is solely a business telecoms provider, it is a prerequisite of this agreement that the customer to whom this agreement applies is a business (i.e. non-residential) customer

2 AGREEMENT STRUCTURE

2.1 Our agreement with you consists of:

2.1.1 the accepted Quotation;

2.1.2 these Terms and Conditions of Service (Customers);

2.1.3 the applicable Product Terms contained within Schedules 1 to 4 of this these Terms and Conditions; and

2.1.4 such additional terms and policies that may apply to a product or service you acquire from us which terms may be subject to intermittent change and which changes shall be notified to you,

(together, the “Agreement”).

2.2 You acknowledge receiving, or having had the opportunity to review, a copy of this Agreement and you agree to act in accordance with it. You may view the latest version of the Agreement at www.iptelecom.ie or obtain a paper copy from us.

2.3 You acknowledge and agree that all Services are subject to and governed by this Agreement to the exclusion of any other terms and conditions which you may purport to apply. This Agreement prevails over, supersedes and excludes any terms or conditions contained in or referred to in any correspondence or documentation which you generate, provide to us or otherwise reference (including those set out on your website).

2.4 You acknowledge that you have been advised of the Minimum Network Requirements contained in Schedule 5 of this agreement and warrant that you meet the minimum requirements necessary for us to provide a full service.

3 START DATE AND ORDERING

3.1 This Agreement starts and has legal effect from earlier of:

3.1.1 the date you agree to accept the quotation from IP Telecom; or

3.1.2 the date we start provision of the Services to you at your request,

(the “Agreement Start Date”) and continues for the Initial Term as per the accepted quotation, unless terminated earlier in accordance with its terms. If an Initial Term is not specified within the accepted quotation then both parties are agreed that the initial term shall be for a period of 24 months.

3.2 After the expiration of the Initial Term, the Agreement automatically shall automatically convert to a rolling monthly contract and shall automatically renew for each successive month (each a “Renewal Period”), unless terminated in accordance with the terms of the Agreement.

3.3 A party may give the other party notice of termination, in writing, at least 30 days before the end of the Initial Term or any Renewal Period, in which case the Agreement terminates upon the expiry of the Initial Term or Renewal Period or the subsequent Renewal Period (as applicable).

3.4 Each Service will commence on the Service Start Date and continues for the Service Term, plus any renewal period, unless terminated earlier in accordance with the terms of the Agreement.

3.5 If we are unable to accept your order, we will inform you of this, usually in writing, and we will not charge you for the products and services that you have ordered but not received. For example, this may be because a credit reference we have obtained for you does not meet our minimum requirements, or because we identify an error in the price or description of our products and services.

3.6 We need certain information from you so that we can provide our products and services to you and perform our obligations under this Agreement. If you do not provide us with this information within a reasonable time of us asking for it, or if you provide us with incomplete, incorrect or misleading information, we may either terminate this Agreement or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

3.7 We will not be responsible for providing our products and services late or not providing all or any part of them if this is caused by you not giving us the information

we need within a reasonable time of us asking for it.

4 SERVICES

4.1 In consideration of the payment of the Charges by you to us, we agree to supply the Services to you, and you agree to acquire them from us, at the prices and on the terms of this Agreement.

4.2 We warrant to you that:

4.2.1 the Services will be provided using reasonable care and skill; and

4.2.2 all work performed by us or our Personnel in connection with the Services will be carried out by competent and suitably qualified personnel.

4.2.3 Any dates or lead times set out in the Agreed Quotation, or any service literature are estimates only, and we have no liability for any failure to meet such date.

5 YOUR OBLIGATIONS

5.1 You must:

5.1.1 ensure that any information you provide to IP Telecom, any Scoping Document or otherwise in connection with the Agreement or the Services is timely, complete and accurate and you shall promptly update all account information as is necessary to ensure completeness and accuracy;

5.1.2 use the Services in only in accordance with the terms of this Agreement and comply with any additional service-specific obligations as set out in the Product Terms or the agreed quotation.

5.1.3 co-operate with us and our Personnel in a timely manner in the provision of the Services and comply with our reasonable requests and directions regarding the use and security of the Services. By the nature of this clause, you agree to indemnify IP Telecom from any liability arising from any request not acted upon.

5.1.4 in performing your obligations under the Agreement, comply with all Laws, from time to time in force that apply to you.

5.1.5 Not use or access the Services in any way which makes excessive or unusual demand on the Service or our Network and must not exceed the Fair Usage Limits. Fair usage limits are to be found within the Fair Usage policy available online.

5.1.6 Provide such hardware, consumables, documentation, data, information, and other assistance that we reasonably require for the performance of the Services and our obligations under this Agreement.

5.1.7 Provide such access to your systems and applications that we and our Personnel reasonably require for performance of the Services or rectification of any fault. Where we or our Personnel access your systems or applications, you retain sole responsibility for their security;

5.1.8 Allow, and procure that any relevant third party allows, us and our Personnel the right, at reasonable times, and on reasonable notice, to enter your premises in connection with the Agreement, the Services or for the rectification of any fault;

5.1.9 Provide us and our Personnel with such access to appropriate members of your staff as we reasonably require for

performance of the Services or rectification of any fault.

5.1.10 in respect of any software provided to you by us in connection with the Services, you must not, and must not permit others to:

(A) attempt to duplicate, license, rent, lease, loan, modify or distribute any portion of the software to any third party.

(B) attempt to reverse compile, decompile, decode, decrypt, disassemble, reverse engineer, or otherwise reduce to human-perceivable form any of software, except as may be allowed by any Law which is incapable of exclusion by agreement between the parties.

(C) transfer, temporarily or permanently, any of your rights under the Agreement; or

(D) attempt to obtain, or assist others in obtaining, access to the software, other than as provided under this section 5.1.10.

5.1.11 ensure that all persons having access to the Services comply with this Agreement. You are responsible for the acts and omissions of your Personnel and any other person authorised or allowed to use or access the Services you are liable for any failure by such person to comply with this Agreement;

5.1.12 not license, sell, re-sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party without our prior written consent;

5.1.13 comply with the Minimum Network Requirements and any other reasonable instructions issued by us in relation to the use of the Service; and

5.1.14 use all reasonable endeavours to prevent to unauthorised access to, or use of, the Services. In the event that you become aware of any such unauthorised access or use, or risk of unauthorised access or use, you must promptly notify us.

5.1.15 not configure any service with the intention of avoiding licensing or fee's that would normally be applied on the account.

5.2 Unless we agree otherwise, the Customer must be: (a) be a corporate entity or over 18 years old r; and (b) be resident / principally located in the agreed country of service provision and shall monitor access to the services to ensure that services are not used by parties under 18 or outside the country of service provision

5.3 If we, in our sole discretion, determine that your use of the Services interferes or may interfere with the efficiency of the Network, you will comply with our reasonable instructions to remedy this interference. We reserve the right to invoice you for any rectification work we have to carry out and we will charge you for this work at the rates set out in the IP Telecom Rate Card.

5.4 You are solely responsible for maintenance and repair of any devices provided to you by IP Telecom. We may limit or suspend your access or use the Services unless you carry out any required maintenance or repairs to devices that we reasonably request.

5.5 If our performance of any of our obligations under the Agreement is

prevented or delayed by any act or omission by you or your Personnel or any failure by you or your Personnel to perform any relevant obligation:

5.5.1 We, without limiting our other rights or remedies, have the right to suspend performance of the Services until you remedy the default, and we are relieved from the performance of any of our obligations set out in this Agreement to the extent the default prevents or delays our performance of them; and

5.5.2 We are not liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations set out in this Agreement.

6 ACCEPTABLE USE

6.1 You must, and, if applicable, must procure that your users and your Personnel, use the Services only in accordance with the terms of the Agreement.

6.2 You must not use, or allow or cause your users, your Personnel or any third party to use, the Services or any part of them:

6.2.1 For autodialling or fax/voice blasts.

6.2.2 automatically for the purposes of generating income for you or any third party as a result of placing the call.

6.2.3 in a way which may affect, in any way, another customer's ability to use or access the Services or which may damage or put at risk our Network or equipment.

6.2.4 to send bulk unsolicited messages, or to use robots, data mining techniques or other automated devices or programs to catalogue, download, store or otherwise reproduce or distribute information from us or use any such

automated means to manipulate the Services;

6.2.5 in a manner that is, in our reasonable opinion, unlawful, objectionable, harmful, threatening, illegal, defamatory, obscene, infringing, harassing or offensive;

6.2.6 in a manner which infringes our or any third party's Intellectual Property Rights; or

6.2.7 to collect, or attempt to collect, personal data about third parties without their knowledge or consent.

6.3 It is your sole responsibility to safeguard your passwords, equipment, network and IT infrastructure. You are liable for all charges for calls or usage made from or by a device to your account or on your network or IT infrastructure. We are not liable for any unauthorised traffic which originates or terminates over your network, IT infrastructure, or generated due to stolen credentials.

6.4 We are not responsible for monitoring use of the Services for use in excess of the Fair Usage Limits or unusual usage. In accordance with clause 14, we may suspend or cancel any Service used in an excessive or unusual way, but we are not obliged to do so.

7 EMERGENCY CALLS

7.1 Due to the nature of the Services, it is not always possible to accurately determine the exact location of a caller. You, your users, your Personnel or any third party who uses these Services to make an emergency call must inform the emergency operator of their location.

7.2 We will endeavour to route emergency calls placed to 112 and 999

numbers to the emergency services, but we make no guarantees in respect of the reliability or availability of emergency calls. You acknowledge and accept that power failures or other events which render computer equipment or internet connectivity non-functional will prevent access to the Services and we are not liable in respect of any delay or failure to provide the Services, including emergency calls, in such circumstances.

8 EQUIPMENT DEAD ON ARRIVAL (DOA)

8.1 Where you suspect that Equipment you have purchased directly from us is faulty on arrival you must contact IP Telecom support. If we direct you, you may return the Equipment to us for testing, at your own expense, within 30 days of receipt. We recommend you return the item by registered post or similar tracked delivery. Equipment lost or damaged during transit is your sole responsibility. All returned Equipment must be accompanied by a suitable proof of purchase, such as a receipt. To be eligible for a refund you must return the Equipment along with all accessories and cables.

8.2 If we test the Equipment and agree there is a fault, we will provide you with a full refund, including the cost of returning the Equipment to us. If we test the Equipment and do not agree there is a fault or if our tests indicate the Equipment was damaged due to (a) wilful damage, abnormal storage or working conditions, accident, misuse, negligence by you or by any third party; (b) operation or use other than as described in the Equipment documentation; or (c) any addition, alteration or repair by you or by a third party who is not one of our authorised repairers, you will not be entitled to a refund or reimbursement for the cost of returning the Equipment and you must pay the cost of returning the tested Equipment to you.

9 INTELLECTUAL PROPERTY

9.1 All Intellectual Property arising from the performance of the Services, including any Intellectual Property in the Deliverables, is owned by us and you must (at your cost) execute all documents and do all things necessary to give effect to this clause 9. Subject to payment in full of all sums due under the Agreement, we grant you a non-exclusive, non-transferable non-sub-licensable, licence to use such Intellectual Property for the sole purpose of using and receiving the benefit of the Services.

9.2 Except as expressly stated in the Agreement, the Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or any related documentation.

10 CUSTOMER MATERIALS

10.1 You grant us a non-exclusive, non-revocable, perpetual, transferable and sub-licensable (such transfer or sub-licence to be solely for the purposes of performing the Services) licence to store, copy and otherwise use the Customer Materials for the purposes of providing the Services or fulfilling our other obligations under the Agreement.

10.2 Subject to clause 10.1, all Intellectual Property Rights in the Customer Materials will remain, as between the parties, your property.

10.3 You represent and warrant that the Customer Materials, and their use by us and our Personnel in accordance with the terms of the Agreement will not:

10.3.1 breach any Law;

10.3.2 infringe any person's rights in Intellectual Property Rights or other legal rights; or

10.3.3 give rise to any cause of action against us, our Personnel or any third party.

10.4 Where we reasonably suspect that there has been a breach by you of the provisions of this clause 10, we may, without prejudice to any of our other rights or remedies under the Agreement:

10.4.1 remove or destroy the relevant Customer Materials; and/or

10.4.2 suspend the Services or any part of them while we investigate the matter.

10.5 You agree to indemnify, hold harmless and keep indemnified and held harmless, us and our directors, officers, employees and agents from and against any liability for loss and from and against any damages, costs, awards, proceedings, claims, demands, expenses (including reasonable legal fees) and inconvenience which arise as a result of your breach of this clause 10.

11 IP TELECOM MATERIALS

11.1 We or our licensors own all rights (including Intellectual Property Rights) in the IP Telecom Materials,.

11.2 All IP Telecom Materials will, at all times, be and remain the exclusive property of us and our licensors, and you will hold it in safe custody at your own risk and maintain and keep in good condition until returned to us, and will not dispose of it or use it other than in accordance with our written instructions or authorisation.

11.3 Where applicable, we grant you a non-exclusive, non-transferable, royalty free licence to use IP Telecom Material listed in the Agreed Quotation for the sole purpose of using and receiving the benefit of the Services. You must not sub-licence, assign, share, lease or otherwise transfer any right to use IP Telecom Material to any third party without our prior written consent.

12 WARRANTIES

12.1 Each party represents and warrants to the other that:

12.1.1 it is validly existing under the laws of its place of incorporation and has the power and authority to carry on its business as that business is now being conducted.

12.1.2 it has the power and authority to enter into and perform its obligations under the Agreement; and

12.1.3 entering into and performing its obligations under the Agreement will not breach any contractual obligations it owes to any other person.

13 CHARGES AND PAYMENT

13.1 You will pay all Charges to us in accordance with this clause 13.

13.2 We will invoice you for the Services (including any Bundles) monthly in advance. We will invoice you for any additional charges you have incurred (for example, minutes you have used), monthly in arrears. You must pay all sums due under the Agreement by direct debit, by debit card, or, subject to our approval, by cheque within 14 days of the date of the invoice. We may include charges from a prior billing period in any invoice where the time period for

calculation of the appropriate usage rate necessitates this.

13.3 All amounts payable by you under the Agreement are exclusive of amounts in respect of value added tax (VAT). Where applicable, you will, on receipt of a valid VAT invoice from us, pay us such additional amounts in respect of VAT at the same time as payment is due for the supply of the Services.

13.4 Use of the Services in excess of the Fair Usage Limits will be charged at the rates set out in the IP Telecom Rate Card.

13.5 You are responsible for and must pay us the Charges for any use of the Service, regardless of whether the use was authorised by you. If you fail to disconnect any Services when you leave any premises, you will be liable for any use of the Services by later occupants or others.

13.6 If you fail to make any payment due to us under the Agreement by the due date for payment, we reserve the right without prejudice to any of our other rights or remedies to: (a) charge interest on such overdue sums on a day to day basis from the original due date until paid in full at a rate of 5% above the then current base lending rate of the ECB and/or (b) limit, suspend or cancel the provision of the Services in accordance with clause 14.2.3.

13.7 You must pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

13.8 The Services may be available on the basis of different pricing plans or Bundles with different rates of charges. We

are entitled to vary the charges at the start of each Renewal Period upon no less than 30 days' prior notice to you.

13.9 Without limiting any of our rights under clause 13.8, we reserve the right to increase the charges at any time during the Term to reflect any increases in third party costs to us, provided that such increase will be limited to the increase in the third party cost to us. If the charges are varied we shall post a notice on our website and/or notify you by email using the email address you have registered with us on your account. You are solely responsible for ensuring that your email address is up to date and we are not liable for any correspondence you do not receive where you have not registered or kept up to date the correct email address on your account with us.

14 SUSPENSION AND CANCELLATION OF SERVICES

14.1 We may, in our sole discretion, limit, suspend or cancel a Service (in whole or in part) with immediate effect without giving notice in writing to you:

14.1.1 if we, in our sole discretion, determine suspension or cancellation is necessary in order to comply with any Law, regulation, court order or order of any other competent authority.

14.1.2 if the supply or use of a Service is or is to become unlawful; or

14.1.3 if, in our reasonable opinion, the provision of a Service is likely to cause death or personal injury or damage to property.

14.2 We may, in our sole discretion, limit, suspend or cancel a Service (in whole or in part) with immediate effect by giving notice in writing to you, if:

14.2.1 you breach, or we believe you are likely to breach, clauses 5 (Your Obligations) or 6 (Acceptable Use);

14.2.2 you fail to promptly comply with any reasonable request or condition specified by us in relation to your, your user's or your Personnel's use of the Services.

14.2.3 you do not pay any Charges or other amounts for a Service when due;

14.2.4 the use of a Service interferes (or threatens to interfere) with the efficiency of our Network and you fail to rectify the situation when requested by us; or

14.2.5 you have a petition presented for winding up, have a liquidator appointed or have a receiver or an examiner appointed over part or all of your assets or enter into a composition with your creditors (save for the purposes of a bona fide reconstruction or amalgamation on terms approved in advance by us), are dissolved, become bankrupt, convene any meeting of creditors, or are unable to pay your debts or in any like case in any jurisdiction or otherwise cease to trade.

14.3 Any decision by us to suspend the Services will be without prejudice to our right to cancel or terminate.

14.4 You may cancel a Service at any time by giving us no less than 30 days' written notice, however we may charge you any applicable early termination charges. On request you must pay us an early termination charge equal to one third of the total of the Charges for that Service in the three months prior to the effective date of termination multiplied by the number of months or part months remaining in the Service Term. The parties acknowledge and agree that this early termination charge is a

genuine pre-estimate of the loss we will suffer as a result of your early termination of the Service.

14.4.1 Any hardware provided as part of any promotions provided to you will be charged as a percentage of the retail value of the hardware, based on the months remaining in the service term.

14.5 On the cancellation, termination or expiry of a Service for any reason:

14.5.1 you must cease using the Service immediately.

14.5.2 we will cease to provide you with access to the Network in respect of that Service.

14.5.3 all licences granted in respect of that Service under the Agreement immediately terminates.

14.5.4 you must pay us all outstanding invoices by the due date and within 30 days of request for payment, all other amounts outstanding as at the date of, or arising as a result of, expiry, termination or cancellation (including any early termination charges); and

14.5.5 for a period of 10 days immediately following cancellation, termination or expiry, we will allow you access to your stored voicemails and call recordings solely for the purpose of backing up this information. After this period we will destroy or otherwise dispose of Customer Data in our possession (including voicemails and call recordings) save as is necessary to comply with any Law. If call recordings have been made as part of our service to you, you agree to download and store the recordings within the 10 day period.

15 TERMINATION

15.1 If a party:

15.1.1 commits a material breach and does not remedy the breach within 30 days of receiving a notice to do so, then the other party may terminate this Agreement (if the breach affects the Agreement) or terminate the Schedule (if the breach affects a Service provided under that Schedule); or

15.1.2 continues to be subject to a Force Majeure Event for a continuous period of more than 30 consecutive days then the other party may terminate this Agreement by written notice.

15.2 On termination or expiry of the Agreement for any reason:

15.2.1 you must immediately cease using all Services.

15.2.2 we will cease to provide you with access to the Network.

15.2.3 all licences granted under the Agreement immediately terminate.

15.2.4 you must immediately pay to us all of our outstanding unpaid invoices and interest and all other amounts outstanding (as per the duration of the agreed term of service provision as agreed in the quotation or as part of the renewal period) as at the date of, or arising as a result of, expiry or termination (including any early termination charges). In respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which is payable immediately on receipt; and

15.2.5 you must, within a reasonable time, return all of the IP Telecom Materials. If you fail to do so, then we may enter your premises and take possession of them. Until the IP Telecom Materials have

been returned or repossessed, you are solely responsible for their safe keeping.

15.3 Cancellation, termination or expiry of the Agreement will be without prejudice to any accrued rights and remedies available to either party and, for the avoidance of doubt, will not relieve you of your obligation to pay the Charges in respect of any Services supplied by us to you prior to the date of termination. The following clauses continue in force clauses 10.5, 12, 13, 15.2 15.3, 15.4, 17, 18, 19, 22 and 24 and such other clauses as are necessary to give effect to those clauses.

15.4 All other clauses of the Agreement that by their nature should survive termination or expiration of the Agreement survive any such cancellation, termination or expiration.

16 PORTING

16.1 Porting enables customers to retain their current phone number upon moving to another network operator or telecommunications provider. If applicable, you may request that we port your number by submitting a Number Porting Request..

16.2 By submitting a Number Porting Request, you warrant to us that all information provided in the Number Porting Request is accurate and that you are authorised to instruct us to port the number(s) set out in the Number Porting Request.

16.3 By submitting a Number Porting Request, you acknowledge and agree that:

16.3.1 the request will terminate your service with your existing provider;

16.3.2 the request may also result in the termination of other services

connected to the number to be ported, for example, broadband services or alarms;

16.3.3 only the numbers specified in the Number Porting Request will be ported;

16.3.4 you are solely responsible for giving sufficient notice of termination of any agreement with any existing provider. We will have no liability in respect of any costs or losses incurred by you in relation to termination of your agreement with your existing provider (including, termination costs and loss of unused call credits or benefits); and

16.3.5 there may be a period where you have no access to services from either us or your previous provider. We will have no liability in respect of any costs or losses incurred by you in relation to termination unavailability of services.

16.4 The porting process will be deemed to start on the date you sign the Number Porting Request. You acknowledge that it may not be possible to reverse the porting process once it has started.

16.5 We may refuse to process your Number Porting Request if:

16.5.1 the information provided on the Number Porting Request is inaccurate or misleading (although we have no obligation to verify the accuracy of the information provided);

16.5.2 the information provided in relation to the number is not compatible with information held by your existing provider;

16.5.3 there are arrears or pending orders on your account with your existing provider.

16.6 We will use reasonable endeavours to comply with criteria established by the Regulator in respect of number porting but do not warrant or represent that any Number Porting Request will be completed within a particular timeframe.

17 CONFIDENTIALITY

17.1 Neither party may use, copy, adapt, alter, disclose or part with possession of the other party's Confidential Information except as strictly necessary to perform its obligations or exercise its rights under the Agreement.

17.2 The provisions do not apply to Confidential Information which:

17.2.1 the receiving party can prove was already in its possession at the date it was received or obtained;

17.2.2 the receiving party obtains from some other person without any breach of confidentiality;

17.2.3 comes into the public domain otherwise than through the default or negligence of the receiving party or which is independently developed by or for the receiving party; or

17.2.4 the receiving party is obliged to disclose in order to comply with any Law; regulation, court order or order of any other competent authority.

17.3 Each party must ensure that its Personnel are bound by an undertaking that is equivalent to the terms contained in this clause 17.

18 DATA PROTECTION

18.1 Each party must (and must ensure that its users and Personnel) in connection with the Agreement:

18.1.1 comply with all applicable Privacy Laws; and

18.1.2 not do or omit to do anything that would cause the other party to breach any applicable Privacy Law.

18.1.3 only use the personal data supplied by the other party in connection with the Agreement to the extent necessary to perform its obligations under the Agreement.

18.2 We:

18.2.1 acknowledge that Customer Data is the property of you or of a third-party author of the data from whom you have received authorisation to use the Customer Data in the manner envisaged by the Agreement; and

18.2.2 recognise you or the third party's ownership of Intellectual Property Rights in Customer Data, together with the inherently confidential nature of Customer Data.

18.3 You and your third-party data providers reserve all Intellectual Property Rights which may subsist in the Customer Data.

18.4 You hereby grant to us, for the Term, a non-exclusive, transferable, royalty-free licence to use the Customer Data solely for the purpose of meeting, and to the extent necessary to meet our obligations under the Agreement.

18.5 In respect of Customer Data you supply to us in connection with the Agreement, we will:

18.5.1 only process the Customer Data in accordance with your reasonable and lawful instructions;

18.5.2 ensure appropriate technical and organisational measures are in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of Customer Data; and

18.5.3 not delete or remove any copyright notices or other legal notices contained within or relating to that Customer Data.

18.6 You warrant to us that all data subjects whose data is comprised in the Customer Data have given their valid consent to the transfer of their personal data by you to us, to the processing of their personal data by us in connection with the Services and to the export of this data by us to affiliates, partners and other third parties outside of the European Economic Area.

18.7 You agree to indemnify, hold harmless and keep indemnified, us and our directors, officers, employees and agents from and against any liability for loss and from and against any damages, costs, awards, proceedings, claims, demands, expenses (including reasonable legal fees) and inconvenience which arise as a result of our processing of Customer Data in accordance with the terms of the Agreement.

19 LIABILITY

19.1 Nothing in the Agreement limits or excludes a party's liability for:

19.1.1 death or personal injury caused by its negligence;

19.1.2 fraud or fraudulent misrepresentation; or

19.1.3 any other liability which cannot be limited or excluded by Law.

19.2 Subject to clause 19.1, to the extent allowed by Law, we are not liable, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information, or any indirect or consequential loss.

19.3 To the extent allowed by Law, we have no liability in respect of any claim for breach of contract, negligence, breach of statutory duty or other claim arising from:

19.3.1 any delay or failure by us to perform any of our obligations under the Agreement where such failure results directly from any breach or negligence by you, your users or your Personnel; or

19.3.2 the use of the Services for any purpose that was not made known to us before the Agreement Start Date and documented in the Agreed Quotation or any Scoping Document or which was subsequently approved by us in writing.

19.4 Except as described in this Agreement, to the extent allowed by Law, we (and our partners that we work with to provide the Services) expressly exclude all warranties, representations, terms, conditions or other commitments of any kind, whether express or implied, statutory or otherwise (such as warranties of merchantability, fitness for a particular purpose, service quality and standards, accuracy of data, and non-infringement). We specifically disclaim any warranty or

representation that the operation of the Services will be uninterrupted or error-free or that our systems and software are free of viruses or other harmful components, or that our security procedures and mechanisms will prevent the loss or alteration of or improper access to information or content by third parties. We encourage you to put in place appropriate firewall and security protection.

19.5 Subject to clauses 19.1 to 19.4, to the extent allowed by Law, our total aggregate liability for all claims, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement is limited to the value of the Charges actually received by us from you in the 12 months prior to the occurrence of the incident giving rise to the alleged liability.

20 ASSIGNMENT AND SUBCONTRACTING

20.1 You will not, without our prior written consent, novate, assign, transfer, charge, sub-license, subcontract or deal in any other manner with all or any of your rights or obligations under the Agreement.

20.2 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under the Agreement, provided that your rights under this Agreement or any responsibilities of us to you are not affected. You agree to execute any document necessary or desirable, in our sole opinion, attesting and/or giving effect to such assignment or transfer. Where we subcontract any of our obligations under this Agreement: (a) we will not be relieved of our obligations to you under this Agreement; and (b) we remain responsible for all acts and omissions of the subcontractor as if they were our own acts or omissions.

20.3 Should a subcontractor provide our services directly to the customer in the

first instance (e.g. reselling), the relationship of the customer and subcontractor is primary and any changes to the service must be made within that relationship. We retain the right to decline support requests made directly to us by customers of the subcontractor and/or terminate the services provided by us to the end user should the primary relationship be terminated.

21 COMPLAINTS AND CONTACT DETAILS

21.1 If you are unhappy about any aspect of our Services, you should contact us. We will investigate any complaint in accordance with our complaints handling policy and we will contact you with the result. You can receive a copy of our complaints handling policy by contacting us. You can contact us by phone at +353 1 68 7777, by email at support@iptelecom.ie or by post at Unit 1k, Block 71c, The Plaza, Parkwest, Dublin, D12 K19C Ireland.

21.2 We shall comply with the codes of practice of the Regulator to the extent we are regulated and bound by them. For more information visit www.comreg.ie.

22 GOVERNING LAW AND JURISDICTION

22.1 The Agreement and all non-contractual obligations arising from or connected with them are governed by and construed in accordance with, and all disputes between the parties arising out of or in any way relating to the Agreement or any disputes between the parties in any way connected with the subject matter of the Agreement (whether contractual or non-contractual) are governed by, the laws of Ireland. Each party submits to the exclusive jurisdiction of the Irish Courts.

23 SERVICE CHANGES

23.1 To deliver useful and interesting innovations to you our Services are

constantly evolving. We may change the features or functionality of a Service, or our acceptable use policy for the purposes of combatting fraud and protecting us and our customers, at any time. Changes may include, for example, changing, suspending or ending of any part or feature of the Services or changing the availability of a Service. We may also impose limits on certain features and Services or restrict your access to parts or all of the Services.

23.2 If we believe that a change is major, we will provide reasonable prior notice to you on our website or at the e-mail address you provided to us at the time of the Agreed Quotation. Unless necessary to comply with any Law, mandatory safety or statutory requirements, a major change will be effective no earlier than 30 days after we notify you. However, non-major changes, major changes addressing new functions for a Service or major Service changes necessary to comply with any Law, mandatory safety or statutory requirements may be effective immediately.

23.3 You are responsible for reviewing and becoming familiar with any change we make. If you do not agree to a change you will have to immediately stop using the Services and close your account with us. If you use the Services following our change notice, then you will have accepted the Services as modified.

24 GENERAL

24.1 This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the entire agreement between you and us and overrides and supersedes all prior representations or agreements for the Services (which will be deemed to have been terminated by mutual consent). Each party confirms that it has not relied on, and has no remedies in respect of, any representations, assurances or warranties (whether made

innocently or negligently) except those expressly set out in the Agreement

24.2 We are not liable for any failure or delay to perform our obligations under this Agreement where the failure is due to anything beyond our reasonable control (for example, natural disasters, flood, fire, explosion, flood, epidemic, acts of terror, war or national emergency, riots, civil commotion, malicious damage, compliance with any law or governmental order, or mechanical, electronic or communications failure or degradation ("Force Majeure Event")).

24.3 If a court with jurisdiction over this Agreement finds that any part of this Agreement is wholly or partly unenforceable invalid, or illegal, you and we agree that where possible, the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree that the court should not have regard to that unenforceable, invalid, or illegal part but still enforce the rest of this Agreement.

24.4 If we fail to insist that you perform any of your obligations under this Agreement or we do not act or delay in acting to in exercise a right or remedy provided by this Agreement that does not mean we have waived our rights or remedies against you and will not mean that you do not have to comply with your obligations.

24.5 We will supply the Services as an independent service provider and nothing in the Agreement is intended to, or is deemed to, establish any employment relationship, partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24.6 The Agreement may be entered into in any number of counterparts each of which are deemed to be an original and which together comprise the Agreement.

24.7 Without prejudice to our rights under clause 23, no variation of the Agreement is effective unless it is in writing and signed by an authorised representative of each party.

24.8 Both parties will ensure that there are done and executed all acts, documents and other things as may reasonably be required for securing each of the rights and obligations of the parties under the Agreement.

24.9 You must not at any time prior to or within 12 months of termination or expiry of the Agreement solicit the employment of any person who is employed by the other in the course of providing, assisting or developing the Services, unless first agreed between the parties.

25 DEFINITIONS & INTERPRETATION

25.1 In this Agreement, unless otherwise stated:

Agreement has the meaning given to it in clause 2.

Agreement Start Date has the meaning given to it in clause 3.1.

Agreed Quotation means the quotation documents that set out the services provided by IP Telecom to the customer, specifically that which has been accepted by the customer leading to the commencement of service from IP Telecom.

Bundle means a package of call minutes and or other services purchased by you as part of an overall Service provided by IP Telecom.

Business Day means any day which is not a Saturday, a Sunday or a public holiday in the country of service origin.

Business Hours means between 09.00 and 17.30 on a Business Day, and a "Business Hour" means a complete hour during Business Hours.

Charges means the charges payable by you to us for the provision of the Services, as set out in the Agreed Quotation (or if no charges are specified in the Agreed Quotation, the charges set out on our website).

Confidential Information means all information about the organisation, affairs, plans, transactions, proposals, projections, strategies, finance, prices, know how, methodologies, costs, operations, accounts, strategic plan, operational processes, data, systems, Intellectual Property and back-ups, as the case may be, as a result of or in anticipation of or in connection with the Agreement or any other

information which either party ought reasonably regard as confidential or which is marked or designated as confidential by the party disclosing the information.

Consultancy Services means the consultancy and related services to be provided by us pursuant to the Agreement, as further described in the Product Terms set out Schedule 3.

Customer Data means any and all data (whether personal data or not) and information provided or made available by you or processed, generated, created, stored or held by us as part of the Services.

Customer Equipment means any telecommunications equipment or apparatus at your premises (not being Equipment), provided and used by you in order to use the Services.

Customer Materials means all documents, software, information, items and materials in any form (including Customer Equipment), whether owned by you or a third party, which are provided by you to us in connection with the Services.

Deliverables means any output of the Services to be provided by us to you as specified in the Agreed Quotation(s), and any other documents, software, products and materials generated, created or provided by us to you in relation to the Services.

Downtime means any period of time during which the Services are not Available.

Equipment means the telecommunications equipment, devices, hardware and apparatus, and any related documentation to be provided by us as part of the Services.

Fair Usage Limits means the maximum fair usage limits for the Services, as specified in the Fair Usage policy available online

Force Majeure Event has the meaning given in clause 24.2.

Initial Term means the initial term of the Agreement, as set out in the Agreed Quotation.

Intellectual Property Rights includes, without limitation, copyrights, discoveries, concepts, domain names, patents, secret processes, database rights, technologies, know how, inventions, ideas, improvements, information, all copyright works, business methods, logos, designs, trademarks, service marks, topography and semi-conductor chip rights, business names, literary, goodwill, dramatic, musical and artistic works anywhere in the world (whether any of the foregoing is registered or unregistered and including any application for registration).

IP Telecom Material means all IP Telecom Software and other material, information, documents and data however stored, that we provide to you in relation to the Agreement but excludes Customer Material and third party software.

IP Telecom Rate Card means our rate card that we post on our website or otherwise notify you of, as updated by us from time to time.

IP Telecom Software means our proprietary software or third party software licenced by us to you.

Law means law applicable in Ireland or any other jurisdiction in which the Services are provided (without further enactment) including, without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of

conduct, rule of court, instruments, or delegated or subordinate legislation.

Minimum Network Requirements means our minimum network requirements, a copy of which is set out in Schedule 4 to the Agreement, as updated by us from time to time.

Network means the telecommunications network used by us to provide the Services.

Number Porting Request means a request by you to us to port a telephone number, such request to be in the form specified by us.

Personnel means, in respect of a party, that party's officers, employees, agents, subcontractors and individual contractors.

Point of Demarcation means our core network switch.

Privacy Laws means the Data Protection Acts 1988 and 2003 (as amended) and all applicable EU Directives and Regulations in force in relation to the protection and processing of personal data, including, from 25 May 2018, Regulation (EU) 2016/679 (the General Data Protection Regulation or GDPR).

Product Terms means the service- specific terms set out in the Schedules to the Agreement.

Regulator means the body responsible for regulating the Irish electronic communications market from time to time, which at the Agreement Start Date is the Commission for Communications Regulation.

Scoping Document means a document that is prepared by us and agreed by both parties, detailing the scope and specifications of the Services (or any part of them) to be provided under the Agreement.

Services means the SIP Trunking Services, the Hosted PBX Services, the Consultancy Services, the Deliverables, and any other services to be supplied under the Agreement, as set out in the agreed quotation, and as more particularly described in the Product Terms (and includes, as the context admits or requires any one, more or all of them or part of any of them).

Service Measurement Period means each consecutive period of 1 calendar month, beginning on the Service Start Date.

Service Term means the term for each Service, as set out in the Quotation and extended in accordance clause 3.4 of the Agreement.

Term means the term of the Agreement comprising the Initial Term and any Renewal Period.

25.2 Headings do not affect the interpretation of the Agreement.

25.3 Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.

25.4 The Agreement is binding on, and inure to the benefit of, the parties to the Agreement and their respective personal representatives, successors and permitted assigns, and references to any party includes that party's personal representatives, successors and permitted assigns.

25.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

25.6 A reference to writing or written includes email.

25.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

25.8 A reference to the Agreement or to any other agreement or document referred to in the Agreement is a reference of the Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Agreement) from time to time.

25.9 References to clauses, Schedules and appendices are to the clauses, Schedules and appendices of the Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

25.10 Any words following the terms including, include, in particular, for example or any similar expression is construed as illustrative and does not limit the sense of the words, description, definition, phrase or term preceding those terms.

SCHEDULE 1 - SIP TRUNKING PRODUCT TERMS

1 DEFINITIONS

1.1 In this Schedule, unless otherwise stated:

Available means the availability of the SIP Trunking or the Hosted PBX Services (as applicable) through the Network, measured at the Point of Demarcation, and Availability will be construed accordingly.

Scheduled Downtime means scheduled downtime for repairs and maintenance carried out outside of Business Hours or at any other time provided we give you five days' prior notice of such scheduled downtime.

SIP Trunking Services means the SIP trunking and related services to be provided under the Agreement, as further described in this Schedule.

2 SERVICES

2.1 We will provide the SIP Trunking Services to you in accordance with this Schedule and the Agreement.

3 AVAILABILITY

3.1 We will use reasonable endeavours to make the SIP Trunking Services Available during 99.99% of each Service Measurement Period.

3.2 Availability is calculated as:
(Total number of hours in a Service Measurement Period minus Total number of whole hours Downtime during the Service Measurement Period) divided by (Total number of hours in the Service Measurement Period) multiplied by 100

3.3 Without limiting paragraph 3.1 of this Schedule and clause 19 (Liability) of the Agreement, we do not warrant that your use of the SIP Trunking Services will be

uninterrupted or error-free and we have no liability to you in respect of unavailability of the SIP Trunking Services.

3.4 The following will not count as Downtime for the purposes of the calculation in paragraph 3.2:

3.4.1 Downtime that is caused by a Force Majeure Event;

3.4.2 Downtime resulting from us limiting or suspending the Services in accordance with the terms of the Agreement;

3.4.3 Downtime that resulted from any actions or inactions of you or any third parties;

3.4.4 Downtime that resulted from your network or communications links (e.g. your broadband connections) and/or the Customer Equipment and/or third party equipment not within our primary control;

3.4.5 Scheduled Downtime; and/or

3.4.6 unscheduled Downtime where we have given you at least six Business Hours' notice of the unscheduled Downtime.

4 QUALITY OF VOICE CALLS

4.1 The quality of voice calls made using the SIP Trunking Services are dependent on your internet connection. Therefore, the quality or availability of the voice calls cannot be guaranteed and we have no liability to you in respect of the quality of voice calls.

5 POINT OF DEMARCATION

5.1 You are responsible for the maintenance of your own network and all equipment beyond the Point of Demarcation and we have no liability to you in connection with the performance or availability of the

SIP Trunking Services beyond the Point of Demarcation.

SCHEDULE 2 - HOSTED PBX SERVICES PRODUCT TERMS

1 DEFINITIONS

1.1 In this Schedule, unless otherwise stated:

Hosted PBX Services means the hosted private branch exchange and related services to be provided under the Agreement, as further described in this Schedule.

Hosted PBX System means the Network and other hardware, software and operating system through which we make the Hosted PBX Services available.

2 SERVICES

2.1 We will provide the Hosted PBX Services to you in accordance with this Schedule and the Agreement.

3 EQUIPMENT

3.1 If you purchase Equipment from us, we will deliver the Equipment to you.

3.2 You must pay us for any Equipment you order under the Agreement, via direct debit, debit card, or, subject to our approval, by cheque (as set out in the agreed quotation) within 14 days of receipt of our invoice. The Equipment will remain our property until we have received payment in full. You must not rent, lease, sell, charge, assign or otherwise deal with the Equipment until we have received payment in full for the Equipment.

3.3 We reserve the right to vary the price quoted for the Equipment to include any changes occurring and notified to you before delivery of the Equipment. In respect of items whose price is increased, you may

cancel your order for the purchase of the Equipment at any time before its delivery.

3.4 The Equipment, from the time of delivery, is at your risk.

3.5 Upon delivery and the passing of risk in the Equipment to you under the Agreement the Equipment will be treated as Customer Equipment for the purposes of the Agreement.

3.6 We do not make any warranty, representation or promise in respect of the Equipment. The manufacturer's warranty documentation is included with the Equipment on delivery and it is your responsibility to ensure that such documentation is kept in a secure place. No employee of ours has authority to make any warranty, representation or promise concerning the Equipment except in writing and signed by a duly authorised officer of us.

3.7 You acknowledge that you must contact the manufacturer for warranty and support services relating to the Equipment. We may at, our discretion provide initial assistance for Equipment support, however, this will be limited referring your query to the manufacturer.

3.8 We reserve the right to charge for replacement Equipment supplied or repair of defects undertaken by us at the request of you where such replacement or repair is not covered by the manufacturer's warranty at the rates set out in the IP Telecom Rate Card.

3.9 Notwithstanding any recommendations made by us, it is your responsibility to satisfy yourself as to the suitability of the Equipment for your needs.

3.10 We reserve the right to make minor alterations to the specification of the Equipment which do not materially affect the Equipment's performance.

3.11 We may, at our discretion, agree to install the Equipment at your premises. We may carry out a survey of your premises in advance of any installation.

3.12 If:

3.12.1 our survey indicates that there will be extra costs for us to provide the installation service or Hosted PBX Services; or

3.12.2 during installation the Equipment, we or our Personnel discover something that indicated that there will be extra costs for us to provide the installation service or Hosted PBX Services,

we may, on written notice to you, increase the Charges by an amount equal to the extra costs incurred. You will have the right to terminate the Agreement by giving us written notice within 14 days of the date of our written notice. In these circumstances, you are not be liable to pay the termination fee set out in clause 14.4 of the Agreement, but you must pay us the Charges for any Services provided by us up until the date of termination.

4 HOSTING AND SUPPORT

4.1 As part of the Hosted PBX Services we will provide:

4.1.1 access to the Hosted PBX System;

4.1.2 internet connectivity through an internet service provider at our data centre. You must make you own arrangements for internet access in order to access the Hosted PBX System;

4.1.3 monitoring of the Hosted PBX System and the Network.

4.2 We provide basic customer support services during Business Hours. This support is limited to self-service system support.

You may purchase enhanced support from us in accordance with our Support Services description.

4.3 If we take action to remedy any issues in the Hosted PBX Services or the Network that result from your damage or misuse of the Hosted PBX Services or your network or communications links (e.g. your broadband connections) and/or the Customer Equipment and/or third party Equipment not within our primary control, we reserve the right to charge you for this work at the rates set out in the IP Telecom Rate Card.

4.4 Without prejudice to any if our other rights or remedies under the Agreement, we may suspend your access to the Hosted PBX Services if we reasonably believe that it is necessary to suspend access to the Hosted PBX System to ensure the integrity of the Network or of data held on the Hosted PBX System. Such suspension continues until such time as we reasonably believe that the circumstances giving rise to the initial suspension will no longer be applicable.

5 AVAILABILITY

5.1 We will use reasonable endeavours to make the Hosted PBX Services Available for 99.99% of each Service Measurement Period.

5.2 Availability is calculated as:

(Total number of hours in a Service Measurement Period minus Total number of whole hours Downtime during the Service Measurement Period) divided by (Total number of hours in the Service Measurement Period) multiplied by 100

5.3 Without limiting paragraph 5.1 of this Schedule and clause 19 (Liability) of the Agreement, we do not warrant that your use of the Hosted PBX Services will be uninterrupted or error-free and we are not liable to you in respect of unavailability of the Hosted PBX Services.

5.4 The following will not count as Downtime for the purposes of the calculation in paragraph 5.2:

5.4.1 Downtime that is caused by a Force Majeure Event;

5.4.2 Downtime resulting from a suspension of the Services by us in accordance with the terms of the Agreement;

5.4.3 Downtime that resulted from any actions or inactions of you or any third parties;

5.4.4 Downtime that resulted from your network or communications links (e.g your broadband connections) and/or the Customer Equipment and/or third party equipment not within our primary control;

5.4.5 Scheduled Downtime; and/or

5.4.6 unscheduled Downtime where we have given you at least six Business Hours' notice of the unscheduled Downtime.

6 QUALITY OF VOICE CALLS

6.1 The quality of voice calls made using the Hosted PBX Services are dependent on your internet connection. Therefore, the quality of the voice calls cannot be

guaranteed and we are not liable to you in respect of the quality of voice calls.

7 POINT OF DEMARCATION

7.1 You are solely responsible for the maintenance of your own network and all equipment beyond the Point of Demarcation and we have no liability to you in connection with the performance or availability of the Hosted PBX Services beyond the Point of Demarcation.

SCHEDULE 3 - CONSULTANCY SERVICES

1 CONSULTANCY SERVICES

1.1 We will supply the Consultancy Services, including the supply of any Deliverables expressly described in the Quotation(s) and/or any Scoping Document, in accordance with the terms of the Agreement (including the Charges).

2 YOUR OBLIGATIONS

2.1 You acknowledge that we rely on the information provided to us by you in delivering the Consultancy Services. Without prejudice to the generality of clause 5 (Customer Obligations) of this Terms and Conditions of Service, you must provide us with complete and accurate information which is, or may be, relevant to the Consultancy Services.

2.2 You acknowledge and agree that the scope for the Consultancy Services as outlined in the Agreed Quotation and/or any Scoping Document (including Charges, pricing and timelines), reflects the information provided by you. We reserve the right to amend the scope and to increase the Charges and any proposed timelines in the event that any information provided by you is incorrect.

3 CHARGES FOR OUT-OF-SCOPE SERVICES

3.1 Any services carried out outside of the agreed scope for the Consultancy Services will be charged at the rates set out in the IP Telecom Rate Card.

4 THIRD PARTY RECOMMENDATIONS

4.1 As part of the Consultancy Services, we may recommend products or services which are provided by us or by third parties. While we will use reasonable care

and skill in making such recommendations, it is your responsibility to satisfy yourself as to the suitability of the products or services for your needs. We are not liable for any losses incurred by you as a result of your reliance on any of our recommendations.

4.2 If a recommended product or service via a third party is provided as part of the Consultancy service we are not liable for any interruptions to service due to changes to that product or service made by the third party.

SCHEDULE 4 - BROADBAND SERVICES PRODUCT TERMS

1 DEFINITIONS

1.1 In this Schedule, unless otherwise stated:

Broadband Services means the broadband and related services to be provided under the Agreement, as further described in this Schedule.

Broadband System means the Network and other hardware, software and operating system through which we make the Broadband Services available.

2 SERVICES

2.1 We will provide the Broadband Services to you in accordance with this Schedule and the Agreement.

3 EQUIPMENT

3.1 If you purchase Equipment from us, we will deliver the Equipment to you.

Any equipment we provide as part of the service remains the property of us, and we may request the return of this equipment on the termination of the contract.

3.2 You must pay us for any Equipment you order under the Agreement, via direct debit, debit card, or, subject to our approval, by cheque (as set out in the agreed quotation) within 14 days of receipt of our invoice. The Equipment will remain our property until we have received payment in full. You must not rent, lease, sell, charge, assign or otherwise deal with the Equipment until we have received payment in full for the Equipment.

3.3 We reserve the right to vary the price quoted for the Equipment to include

any changes occurring and notified to you before delivery of the Equipment. In respect of items whose price is increased, you may cancel your order for the purchase of the Equipment at any time before its delivery.

3.4 The Equipment, from the time of delivery, is at your risk.

3.5 Upon delivery and the passing of risk in the Equipment to you under the Agreement the Equipment will be treated as Customer Equipment for the purposes of the Agreement.

3.6 We do not make any warranty, representation or promise in respect of the Equipment. The manufacturer's warranty documentation is included with the Equipment on delivery and it is your responsibility to ensure that such documentation is kept in a secure place. No employee of ours has authority to make any warranty, representation or promise concerning the Equipment except in writing and signed by a duly authorised officer of us.

3.7 You acknowledge that, when you have purchased the Equipment you must contact the manufacturer for warranty and support services relating to the Equipment. We may at, our discretion provide initial assistance for Equipment support, however, this will be limited referring your query to the manufacturer. Support of Equipment provided as part of the service is provided by us.

3.8 We reserve the right to charge for replacement Equipment supplied or repair of defects undertaken by us at the request of you where such replacement or repair is not covered by the manufacturer's warranty at the rates set out in the IP Telecom Rate Card.

3.9 Notwithstanding any recommendations made by us, it is your

responsibility to satisfy yourself as to the suitability of the Equipment for your needs.

3.10 We reserve the right to make minor alterations to the specification of the Equipment which do not materially affect the Equipment's performance.

3.11 We may, at our discretion, agree to install the Equipment at your premises. We may carry out a survey of your premises in advance of any installation.

3.12 If:

3.12.1 our survey indicates that there will be extra costs for us to provide the installation service or Broadband Services; or

3.12.2 during installation the Equipment, we or our Personnel discover something that indicated that there will be extra costs for us to provide the installation service or Broadband Services,

we may, on written notice to you, increase the Charges by an amount equal to the extra costs incurred. You will have the right to terminate the Agreement by giving us written notice within 14 days of the date of our written notice. In these circumstances, you are not be liable to pay the termination fee set out in clause 14.4 of the Agreement, but you must pay us the Charges for any Services provided by us up until the date of termination.

4 SUPPORT

4.1 As part of the Broadband Services we will provide:

4.1.1 access to the Broadband System;

4.1.2 internet connectivity through an internet service provider at our data centre.

4.2 We provide basic customer support services during Business Hours. This support is limited to self-service system support.

4.3 If we take action to remedy any issues in the Broadband Services or the Network that result from your damage or misuse of the Broadband Services or your network or communications links and/or the Customer Equipment and/or third party Equipment not within our primary control, we reserve the right to charge you for this work at the rates set out in the IP Telecom Rate Card.

4.4 Without prejudice to any if our other rights or remedies under the Agreement, we may suspend your access to the Broadband Services if we reasonably believe that it is necessary to suspend access to the Broadband System to ensure the integrity of the Network or of data held on the Broadband System. Such suspension continues until such time as we reasonably believe that the circumstances giving rise to the initial suspension will no longer be applicable.

5 AVAILABILITY

5.1 We will use reasonable endeavours to make the Broadband Services Available for 99.99% of each Service Measurement Period.

5.2 Availability is calculated as:

(Total number of hours in a Service Measurement Period minus Total number of whole hours Downtime during the Service Measurement Period) divided by (Total number of hours in the Service Measurement Period) multiplied by 100

5.3 Without limiting paragraph 5.1 of this Schedule and clause 19 (Liability) of the Agreement, we do not warrant that your use of the Broadband Services will be uninterrupted or error-free and we are not liable to you in respect of unavailability of the Broadband Services.

Broadband Services beyond the Point of Demarcation.

5.4 The following will not count as Downtime for the purposes of the calculation in paragraph 5.2:

5.4.1 Downtime that is caused by a Force Majeure Event;

5.4.2 Downtime resulting from a suspension of the Services by us in accordance with the terms of the Agreement;

5.4.3 Downtime that resulted from any actions or inactions of you or any third parties;

5.4.4 Downtime that resulted from your network or communications links and/or the Customer Equipment and/or third party equipment not within our primary control;

5.4.5 Scheduled Downtime; and/or

5.4.6 unscheduled Downtime where we have given you at least six Business Hours' notice of the unscheduled Downtime.

6 POINT OF DEMARCATION

6.1 You are solely responsible for the maintenance of your own network and all equipment beyond the Point of Demarcation and we have no liability to you in connection with the performance or availability of the

SCHEDULE 5 - MINIMUM NETWORK REQUIREMENTS

	Traditional requirements	versus	VoIP bandwidth requirements
• For every phone location at least one 10/100 Ethernet network port available. The phones can be daisy chained from a PC if necessary. • Cable provided is 1 metre in length; customer needs to provide patch cabling if distances greater. • No Double NAT i.e. each network port needs to be switched, not routed, to the outside router/firewall • ALL NAT helpers such as ALG disabled on the outside router/firewall • UDP timers for LAN/WAN traffic set to 45 Secs • Latest firmware on router/firewall • IDP and like applications turned off for all Voice traffic • Fixed IP Address on the broadband connection • All traffic to/from network ranges 195.191.28.0/23 (port 8443 is needed for portal access) • Allow ICMP pings to/from 195.191.29.21 to Public IP address at each location for basic monitoring • Average latency to sip.ipitel.co should not exceed 80ms • For each required concurrent call there should be 87.2kbps available on the WAN link up and down. e.g.	- o PSTN = 1 call = 87.2kb - o BASIC ISDN2 = 2 calls = 174.4kb - o FRA ISDN = 15 calls = 1.308Mb - o PRI ISDN = 30 calls = 2.616Mb		• For Yealink Provisioning please include option 66 on your DHCP server to point to http://boot.ipitel.co/Provisioner • For Cisco Provisioning please include option 66 on your DHCP server to point to http://boot.ipitel.co/Provisioner/\$MA.xml

Schedule 6 – Minutes Packs

- Minutes Packs are a pre-paid pack totalling a number of minutes for specific destinations before any additional costs dialled to those locations are incurred.
- Minutes packs reset every monthly billing period, generally every 1st of the month. Any unused minutes from previous months are NOT carried into the following month.
- The term of the minutes pack will be provided on any quotation received by you from IP Telecom but shall be no less than 12 Months.
- Minutes Packs can be changed to an alternative minute's pack to suite the customers' requirements during the term of the contract.
- Terms of an early termination of a minutes pack is detailed in section 14.4 of this agreement.