

1. VoIP SERVICE AGREEMENT TERMS & CONDITIONS (applies to VoIP contracts only)

- 1.1. Windsor Telecom Plc (WT) agrees to supply the telecommunications service or services indicated ("the Service"), and the authorised legal person named in section 1 of the Contract ("the Customer") agrees to use the Service in accordance with these terms and conditions. The completed Contract and these terms and conditions constitute the entire agreement between WT ("this Agreement") and the Customer.

2. VoIP COMMENCEMENT AND DURATION

- 2.1. WT shall use its best endeavours to process the Customer's completed Contract within 72 hours of it being signed by the Customer or its receipt by WT (whichever shall be the later). This Agreement shall not commence until the Contract has been processed. The Customer may at its option cancel this Agreement within 72 hours of completing and signing the Contract at no cost to the Customer, provided that it has not used the account. In the event that the Customer has used the account within this period it shall not be entitled to cancel this Agreement, save in accordance with Condition 13 (Cancellation).
- 2.2. We will supply you with the services in accordance with our conditions and a fully completed customer requirement form, the combination of which will form a service contract between the two parties.
- 2.3. All details specified on the Contract and Customer Requirement Form are based on information supplied by you or collected via a site survey, which may be conducted remotely or on site.
- 2.4. We will use reasonable endeavours to meet any agreed times or dates but you acknowledge that all timeframes are estimates only and that service levels are target service levels only.
- 2.5. This Agreement shall remain in force until the expiry of the Initial Period relevant to the Services specified in the Contract and shall continue thereafter unless or until it is terminated by either the Customer or WT pursuant to Condition 12 (Termination) or it is cancelled by the Customer pursuant to Condition 13 (Cancellation).

3. VoIP PAYMENT

- 3.1. Unless agreed in advance in writing with the Customer to the contrary, the prices which WT shall charge to the Customer for the Service shall be as set out in the current WT published price list, which WT may vary by giving the Customer not less than 30 (thirty) days' notice. All quoted prices are exclusive of Value Added Tax which shall be added at the current rate.
- 3.2. WT shall calculate charges by reference to data recorded or logged by WT and not by data recorded or logged by the Customer.
- 3.3. WT shall invoice the Customer on a monthly basis for all charges under this Agreement plus Value Added Tax at the required rate. All WT invoices are payable in full by the Customer within 30 days of the date shown on them without any set off or deduction.
- 3.4. All WT's charges pursuant to this agreement must be paid by variable direct debit from a current account maintained by the Customer at a UK branch of a bank or building society.
- 3.5. If any direct debit or payment collection by the Company is unsuccessful, the Customer will pay an administration charge of £15.

- 3.6. In the event of any dispute as to charges, WT's records shall, in the absence of any evidence as to fraud, be conclusive evidence of the charges which are to be paid by the Customer hereunder.

4. VoIP CUSTOMER RESPONSIBILITIES

- 4.1. The Customer undertakes to use the Service in accordance with these terms and conditions, such conditions as may be notified in writing to the Customer by WT from time to time and at all times in accordance with the relevant provisions of the Telecommunications Act 1984, the Communications Act 2003 and any rule or regulation made under them, any other applicable laws and regulations, directions given by the Secretary of State, the Director General, Ofcom or any other competent person or authority and any licence which governs the operation or use by the Customer of a telecommunications system ("the Rules").
- 4.2. The Customer will ensure that the Service is not used:
- a) as a means of communication for a purpose other than that for which the Service is provided; or
 - b) for the transmission of any material which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character; or
 - c) in a manner which constitutes a violation or infringement of the rights of any other party.
 - d) Using the Service for unsolicited calls and/or transmitting unsolicited fax or voicemail advertisements is regulated by the Privacy and Electronic Communications Regulations 2003 (the 'Privacy Regulations'). The Customer shall not use the Service for any unsolicited communications or advertisements. If the Service is used for any unsolicited communications in breach of the Privacy Regulations or any other applicable laws, WT may immediately terminate the right to use the Service without liability of any kind.
- 4.3. The Customer is responsible for ensuring that any transfer, migration or porting from WT to another service provider is effected by such service provider on the correct date.
- 4.4. The Customer hereby indemnifies WT against all liabilities, claims, damages, losses and expenses arising from any breach of its obligations as prescribed in this Condition 4.
- 4.5. The Customer shall obtain all third party consents, licenses and rights reasonably required in order to allow WT or its sub-contractors to provide the Service and be responsible for complying with any applicable law, statute, regulation or code of practice in relation to the Service.
- 4.6. The Customer is solely liable made by any transactions or activities that occur on the account by them or anyone else. The Customer will immediately inform WT of any unauthorised use of the Account or if any other breach of security has occurred. In no event shall WT be liable for any unauthorised use of your Account.
- 4.7. Our hosted telephony system allows presentation of the calling Line Identity (CLI) of your choice. By agreeing to these terms and conditions, you warrant that you have the full legal right to the CLI that you are choosing to present.

5. VoIP SERVICE

- 5.1. Upon signing up for the service, The Customer agrees to provide to WT your true accurate and complete business name, administrator name, billing address, the addresses where the where the Services will be used, 999/112 registered

address for each applicable device (which you agree to keep current), email address and contact details (collectively, 'Registration Data'). The Customer warrants that the information provided is accurate, current and complete, and agree to promptly update any of the information if it changes.

- 5.2. The Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services. Connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances, you should use a separate line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify your location and telephone number so this information should be stated promptly and clearly by you when making the call.
- 5.3. WT reserves the right, in its sole discretion, to block access to certain international phone numbers in countries that are frequently implicated in fraudulent calls ('Blacklisted Destinations').

6. VoIP CUSTOMER'S EQUIPMENT

- 6.1. The Customer undertakes that any Customer telecommunications apparatus shall be in good working order and conforms at all times to the relevant standard or approval under the Rules, and the Customer shall at all times comply with the conditions of such standard and approval. WT will not be under any obligation to connect or keep connected any such equipment which they reasonably believe does not conform to the provisions of any applicable requirements. The Customer is responsible at all times for the safety and safe custody of such equipment and for the safe use of it and the Service.
- 6.2. To enable WT to fulfil its obligations under this Agreement the Customer shall permit or procure the permission for WT and its authorised representatives to have access to the Customer's premises and shall provide WT with such reasonable access as WT shall request. WT will normally require access only during normal working hours but may, on reasonable notice, require access at other times in order to ensure the provision of the Service. At the Customer's request, WT may agree to work outside its normal working hours provided that the Customer reimburses WT its reasonable charges for complying with such request.
- 6.3. The Customer duly authorises WT, its dealers, agents or personnel to reprogram and/or remove existing access equipment as may be necessary in order to provide the Service. It is the Customer's obligation to follow WT's recommendation or its authorised representative's specifications regarding any construction work at the Premises necessary for the installation of the equipment or reprogramming of the Customer's telephone system for the Customer's use of the Service. The Customer shall provide such reasonable assistance as WT shall request.
- 6.4. WT reserves the right to charge the Customer for all costs incurred as a result of carrying out maintenance or repair work, which in WT's reasonable opinion, is considered unnecessary. If Customer equipment is programmed for IDA to route calls over any network which is not supplied by WT, WT reserves the right to increase its line rental by 20 per cent of the relevant current tariff.
- 6.5. The Customer MUST ensure all equipment connected to or used in conjunction with the Service remains secure, and is fully responsible for any use of the Service

how so ever that use may occur, including but not limited to fraudulent use by third parties.

7. VoIP EQUIPMENT SUPPLIED

- 7.1. All Equipment Supplied by WT not purchased outright by the Customer, which has been provided to the Customer for use on the Customer's premises on a rental basis as indicated on the Contract, or provided free of charge shall at all times remain the property of WT.
- 7.2. Subject to written agreement with WT, the Customer shall have the right to transfer ownership of the equipment to the Customer upon termination of the Rental period.
- 7.3. Telephones purchased outright by the customer become the property of the customer, along with any manufacturer warranty, which remains the responsibility of the original manufacturer only. In the event of a faulty handset, if the visit of an engineer is requested, this will be a chargeable service and the charge will be communicated at the time of request and the visit will take place during normal working hours unless specifically agreed. WT accept NO liability in respect of any defect or breakdown of a handset or any losses, direct or indirect as a result of such defect or breakdown.
- 7.4. WT do not give any warranty condition or undertaking as to the state of any Equipment Supplied other than the work to configure the Equipment Supplied to provide the Services unless specifically itemised on the Contract.
- 7.5. The Customer is responsible for all return shipping charges for any hardware returned to WT for any reason, including situations in which hardware is covered under warranty.

8. VoIP FEES AND PAYMENT

- 8.1. All prices indicated on the Contract are indicative only and not binding until confirmed by WT. Confirmation will be provided after relevant site surveys are complete. Additional charges and/or excess construction charges may be applicable on completion of the site survey. Quoted prices are valid for 30 days only.
- 8.2. At the end of the minimum term specified on the Contract, WT reserve the right to vary service charges to reflect our current standard rates. WT will provide the customer 30 days' notice of a revision to service charges.
- 8.3. WT may require the Customer to pay a deposit and/or require the Customer to procure a parent or associated company guarantees payment of any fees under this agreement.
- 8.4. All charges due to WT for traffic routed via any IP address to be used with this service shall be paid in full by you by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of us or our employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by us.

9. VoIP SUSPENSION OF SERVICE

- 9.1. By giving reasonable notice to you, or if this is not possible such notice as is reasonable in the circumstances, we may suspend the Service, or any part of the Service for reasons including but not limited to:
 - a) operational reasons in accordance with normal service levels

- b) obligation to comply with regulatory change
 - c) obligation to comply with order, instruction or request of a court, government, agency, emergency service or other authority requiring the suspension of the Service.
 - d) WT's reasonable belief that your use of the Service has the potential to damage or disrupt the proper function of WT's infrastructure/equipment used to provide service to other customers.
 - e) Customer in breach of its obligations under this agreement.
 - f) An undisputed invoice (or undisputed part of an invoice) is not paid in full within agreed terms, provided that WT has provided 5 working days' notice of such non-payment.
- 9.2. Any such suspension will exclude WT from complying with any agreed SLA during the period of suspension
- 9.3. WT reserves the right to charge a reasonable Service restoration fee resulting from a Service suspension under Condition 9. Such fee to be notified and agreed with the customer prior to restoring service.

10. VoIP PROVISION OF INFORMATION

- 10.1. The Customer must provide WT with all information and co-operation which WT may reasonably require enabling it to carry out its obligations.

11. VoIP LIABILITY

- 11.1. WT shall accept liability for physical damage caused to the property of the Customer caused by any negligent act or omission of WT, its employees or agents. WT's liability for physical damage shall be limited to £10,000 for any one incident or £25,000 for any series of incidents arising from a common cause in any twelve month period.
- 11.2. Subject to condition 11.5, WT shall in no circumstances, in relation to any matter or series of matters (and whether taken individually or collectively) arising under or in connection with this Agreement during the period which it shall be in force, be liable to the Customer for more than £50,000.
- 11.3. Subject to Condition 11.5, WT shall not accept any other liability to the Customer, whether in contract, tort or otherwise, including any liability for negligence, for any loss of revenue, business, anticipated savings or profit, loss of goodwill, loss of or corruption to data or for any other economic loss or for any indirect or consequential loss whatsoever and howsoever arising and even if the Customer has notified WT that any of the above may occur.
- 11.4. In the event of any failure in the Service, WT shall not be liable to the Customer for any charges incurred by the Customer should the Customer divert its traffic to another carrier. WT shall not be liable to the Customer where any interruption in or failure of the Service occurs due to a line or network failure or is otherwise due to the actions or omissions of the line or network provider or any of their employees, agents or sub-contractors.
- 11.5. Nothing in this Condition 11 or elsewhere in this Agreement shall act so as to exclude or restrict any liability which WT may have to the Customer for any death or personal injury resulting from the negligence of WT, its employees or agents or arising from any fraud.
- 11.6. The provisions of this Condition 11 shall continue to apply even after this Agreement has ended.

12. VoIP TERMINATION

- 12.1. Without prejudice to their rights under this Agreement, WT and the Customer shall have the right to terminate this Agreement immediately on notice to the other party in the event that:-
- a) the other party is in breach of this Agreement and if the breach can be remedied, fails to remedy it within a reasonable time specified by the non-defaulting party in its written notice to do so; or
 - b) an interim order is applied for or made, a voluntary arrangement approved, a petition for a bankruptcy order is presented, or a bankruptcy order is made, against the other party; or a receiver or trustee in bankruptcy is appointed over the other party's estate; or a voluntary arrangement is proposed or approved in relation to the other party; or a receiver or administrative receiver is appointed over the other party's assets or undertaking or an order is made for the appointment of an administrator to manage the affairs, business or property of the other party; or a winding-up resolution or petition is passed or presented (otherwise than for the purpose of reconstruction or amalgamation); or a notice of intention to make any such appointment shall be served on the other party or any circumstances shall arise which entitle the court, a creditor or any other person to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or to make a winding-up order, in relation to the other party.
- 12.2. Without prejudice to its other rights, WT shall have the right forthwith to terminate this Agreement by notice in writing to the Customer in the event that:-
- a) WT's licence expires or is revoked; or
 - b) a licence under which the Customer has the right to run its telecommunications system and connect it to WT's system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.
- 12.3. Either party shall be entitled to terminate this Agreement immediately on notice to the other in the event that a Force Majeure Event shall have continued for a period of three months or more.
- 12.4. If the Customer terminates this Agreement under Condition 12.1 or WT terminates this Agreement under Condition 12.1 or 12.2, WT shall be entitled to recover from the Customer all costs, losses and expenses reasonably incurred by WT arising from or in connection with the termination, including the cost of any handset provided as part of a "Handset Included" service specified on the Services Order Form.
- 12.5. Upon termination of this Agreement for any reason, the Customer shall within one calendar month deliver all property and possessions belonging to WT under the terms of this agreement or handsets provided as part of a Handset Included service specified on the Services Order Form.
- 12.6. If the Customer fails to fulfil its obligations under clause 12.5, then WT may enter the Customer's premises and take possession of any items which should have been returned under it.
- 12.7. The provisions of this Condition 12 shall continue to apply even after this Agreement has ended.

13. VoIP CANCELLATION

- 13.1. In addition to the Customer's right to cancel set out in Condition 2.1, the Customer may cancel this Agreement at any time by giving not less than 3 Billing months' notice by email or in writing served by registered post to WT provided that:

- a) if such cancellation is effected during the Initial Period, in addition to the Customer being liable to pay WT for all charges incurred by the Customer up to the effective date of cancellation (including all interest), the Customer must pay the cancellation charges set out below on or before the effective date of cancellation; and
 - b) the cancellation shall not be effective until the last day of the month in which the notice period shall have expired.
 - c) The Customer agrees to pay the cancellation charges as set out below:
 - (I) £100.00; and
 - (II) an amount equivalent to the rental charges which the Customer would have been liable to pay for the remaining balance of the Initial Period, plus VAT at the required rate; and
 - (III) an amount equal to the average call charges invoiced to the Customer each month over the lifetime of this Agreement, plus VAT at the required rate.
 - (IV) £100 for each handset supplied as part of a Handset Included service specified on the Service Order Form if cancelled within 11 months of the Customer's first use of the Service, or £50 if cancelled after 11 months but before the completion of month 24 of the Customer's first use of the Service. £0.00 is due per handset thereafter
- 13.2. The provisions of this Condition 10 shall continue to apply even after this Agreement has ended.
- 13.3. Subject to the following conditions, a customer who has subscribed to a new Windsor Telecom cloud telephony service may terminate such new agreement (and all services under it), after 90 days of the contract effective date and avoid the early termination charge (the "satisfaction guarantee") by providing written notice of termination to Windsor Telecom within 30 days of the end of the initial 90 days.

A) To be eligible for this Satisfaction Guarantee, a Customer who subscribes to a new agreement cannot have had any billing for any services included within the agreement within the 90 days before signing the agreement. A Customer who subscribes to Windsor Telecom's Cloud Telephony service must have subscribed to that service for the first time.

B) Customers must provide Windsor Telecom with at least 30 days written notice in advance of its requested date of termination.

C) Customers who terminate the service by invoking this Satisfaction Guarantee will be required to pay all charges in relation to hardware purchased. A full and final invoice for associated hardware will be raised on receipt of a termination under the satisfaction guarantee which must be paid in advance of the termination date.

14. WT'S RIGHTS WHERE NO NOTICE IS GIVEN BY CUSTOMER

- 14.1. In the event that at any time the Customer transfers to another telecommunications services provider or otherwise, for whatever reason, ceases to use the account ("the Event") without first notifying WT in accordance with the

provisions of Condition 12 (Termination) or the provisions of Condition 13 (Cancellation), the Customer will be in breach of the terms of this Agreement and WT shall be entitled (at its discretion) to terminate this Agreement in accordance with the provisions of Condition 12.1 & 13

14.2. Until such time as WT shall exercise its right of termination provided for in Condition 14.1, the Customer shall remain liable to WT for all charges properly incurred hereunder. The Customer shall be liable to and shall pay WT for all costs, losses and expenses reasonably incurred by WT arising from or in connection with the Event or the termination of this Agreement made by WT following the occurrence of the Event. If the Event occurs during the Initial Period, WT shall also be entitled to charge the Customer, and the Customer shall pay WT on demand, the relevant amount detailed as a cancellation charge in Condition 13.1.

14.3. WT shall in its discretion, having regard to the circumstances and the information available, determine when the Event shall have occurred.

14.4. The provisions of this Condition 14 shall continue to apply even after the Agreement has ended.