

OPTIMAL PROJECTS LIMITED – MASTER SERVICE AGREEMENT (RESELLER) TERMS AND CONDITIONS V1.0

THE RESELLER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 12.

1. INTERPRETATION

1.1 Definitions:

The following words shall have the following meanings in these Conditions and the Service Documents:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Reseller for the supply of the Services in accordance with clause 10.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.4.

Contract: the contract between OPL and the Reseller for the supply of Goods and/or Services in accordance with the terms of the Service Documents.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

Delivery Location: has the meaning given to it in clause 4.2

End User: a third-party person who may receive from the Reseller, or from OPL at the Reseller's instruction, all or part of the Goods and Services supplied by OPL to the Reseller under the Contract.

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota

or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or

lockouts (other than in each case by a party to the Contract or companies in the same group as that party); non-performance by OPL's or subcontractors (other than by companies in the same group as a party to the Contract); interruption or failure of utility service.

Goods: the goods (or any part of them) set out in the Order as being supplied and sold to the Reseller and shall not include OPL's Materials.

Goods Specification: any specification for the Goods including any relevant plans or drawings, that is agreed in writing by the Reseller and OPL.

Initial Term: shall mean the minimum term for which the Services are contracted to be provided by OPL as set out in the Service Order Form and / or the relevant Service Schedule.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Loss: costs, expenses (including OPL's management time calculated at a reasonable hourly rate), claims, loss or damage incurred or suffered by OPL or for which OPL may become liable (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill)

Order: The Reseller's order for the supply of Goods and/or Services as set out in the Reseller's Service Order Form

(SOF): or the Order Form; or the on-line order form; or the authorised email request.

Portal: <https://portal.opl.co.uk/> or such other website as OPL may notify the Customer from time to time, at which OPL publishes procedures, guidelines, manuals, standard instructions and other information concerning the provision of Goods and Services; and through which customers are able to order, amend, and configure goods and services.

Reseller: the person or firm who purchases the Goods and/or Services from OPL as stated on the Service Order Form/Order form.

Reseller Default: has the meaning set out in clause 8.3.

RRP: The current Recommended Retail Price (also known as the manufacturer's suggested retail price).

Security Checks: Questions and other interactions intended to verify a person's identity and status.

Services: the services supplied by OPL to the Reseller as set out in the Service Order Form and relevant

Service Schedule.

Service Documents: refers to the following documents:

- (a) These Conditions;
- (b) The relevant Service Schedule as indicated on the Service Order Form;
- (c) The Service Order Form;
- (d) OPL's Price Lists and Tariffs;
- (e) OPL's Privacy Policy; and
- (f) Any relevant addendum agreed between the parties, signed by a OPL Director.

Service Order Form (SOF): shall mean the document signed by the Reseller that provides the required information for the provision of Services or Products or Equipment by OPL.

Service Schedules: the

- (a) SIP Service Schedule;
- (b) Cloud Telephony - WCP Schedule; and

as published on OPL's website and/or Portal from time to time, and/or annexed to this Master Services

Agreement; and in the case of conflict between any version of the Service Schedules published on the Portal and those annexed to this agreement, the versions annexed to this document shall prevail.

Unacceptable use of the Services: means the use of the Services in such manner that is, or causes Optimal Projects Limited

to reasonably suspect that the Services are being used in, an unreasonable, abusive or improper manner to include,

without limiting the generality of the foregoing, the use of the Services:

- a) in a fraudulent and / or criminal manner;
- b) in any illegal manner;
- c) for conduct which constitutes harassment of any party;
- d) for the transmission of material which is defamatory, offensive or of an obscene or menacing nature;
- e) in a manner which constitutes a violation or infringement of the rights of any person;
- f) for the purpose of mis-selling including but not limited to the practices commonly referred to as “slamming” and “spamming”;
- g) in a manner which causes or is likely to cause unreasonable congestion of OPL’s network including, without limiting the generality of the foregoing, the use of automated dialling equipment, dialling sequential numbers and / or the dialling of telephone numbers that do not exist;
- h) any activity on the Reseller’s account which is reasonably perceived as Artificially Inflated Traffic;
- i) comprises more than one call exceeding four hours in duration in any twenty-four-hour period;

OPL Materials: all materials, equipment, documents, and other property of OPL lent by OPL to the Reseller for the purpose of using the Services.

OPL’s Price Lists and Tariffs: OPL’s Price List per Service Type and Call Tariffs as published on the Portal as at the date of the Service Order Form, or as set out on the Service Order Form; and in the case of conflict between the Portal and the Service Order Form, the Service Order Form shall prevail.

1.2 Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
- (b) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(c) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(d) A reference to writing or written includes fax and email.

(e) A reference to the relevant Service Schedule shall be to the Service Schedule applicable to the Contract as indicated on the Service Order Form.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Reseller to purchase Goods and/or Services in accordance with the terms of the Service Documents.

2.2 The Order shall only be deemed to be accepted when OPL issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (Commencement Date).

2.3 Any samples, drawings, descriptive matter or advertising issued by OPL, and any descriptions of the Goods or illustrations or description of the Services contained in OPL's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Reseller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by OPL shall not constitute an offer and is only valid for a period of twenty Business Days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.7 If any 3rd party funding which includes but is not limited to Government schemes is applied for the use of the Order from OPL and is subsequently rejected or for whatever reason the Reseller is not eligible, the element of the Order which was due to be covered by the funding is still due to OPL from the Reseller. The Reseller is also liable for any VAT payments due on the order not covered by the voucher/funding.

3. GOODS

3.1 The Goods are described in the Goods Specification.

3.2 The OPL reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

3.3 The Goods do not include the OPL Materials which shall remain the property of OPL at all times.

4. DELIVERY OF GOODS

4.1 OPL shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Reseller and OPL reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(b) if OPL requires the Reseller to return any packaging material to OPL, that fact is clearly

stated on the delivery note. The Reseller shall make any such packaging materials available for collection at such times as OPL shall reasonably request. Returns of packaging materials shall be at OPL's expense.

4.2 OPL shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after OPL notifies the Reseller that the Goods are ready.

4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. OPL shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Reseller's failure to provide OPL with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If OPL fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Reseller in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

4.6 OPL shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Reseller's failure to provide OPL with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.7 If the Reseller fails to accept or take delivery of the Goods within ten Business Days of OPL notifying the Reseller that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by OPL's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the eleventh Business Day following the day on which OPL notified the Reseller that the Goods were ready; and

(b) OPL shall store the Goods until delivery takes place and charge the Reseller for all related costs and expenses (including insurance).

4.8 If thirty Business Days after OPL notified the Reseller that the Goods were ready for delivery the Reseller or its End User has not accepted delivery of them, OPL may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Reseller for any excess over the price of the Goods or charge the Reseller for any shortfall below the price of the Goods.

5. QUALITY OF GOODS

5.1 OPL warrants that on delivery, the Goods shall:

(a) conform in all material respects with the Goods Specification;

(b) be free from material defects in design, material and workmanship;

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

(d) be fit for any purpose held out by OPL.

5.2 Subject to clause 5.3, if:

(a) the Reseller gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

(b) OPL is given a reasonable opportunity of examining such Goods; and

(c) the Reseller (if asked to do so by OPL) procures the return of such Goods to OPL's place of business at OPL's cost, OPL shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 OPL shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

(a) the Reseller or any End User makes any further use of such Goods after giving a notice in accordance with clause 5.2;

(b) the defect arises because the Reseller or any End User failed to follow OPL's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

(c) the defect arises as a result of OPL following any drawing, design or Goods Specification supplied by the Reseller;

(d) the Reseller or End User alters or repairs such Goods without the written consent of OPL;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

(f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, OPL shall have no liability to the Reseller in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by OPL under clause 5.2.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Reseller on completion of delivery.

6.2 Title to the Goods shall not pass to the Reseller until OPL receives payment in full (in cash or cleared funds) for the Goods and any other goods that OPL has supplied to the Reseller in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3 Until title to the Goods has passed to the Reseller, the Reseller shall or the Reseller shall procure that the End User shall:

(a) store the Goods separately from all other goods held by the Reseller or End User so that they remain readily identifiable as OPL's property;

(b) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on OPL's behalf from the date of delivery;

(d) notify OPL immediately if it becomes subject to any of the events listed in clause 13.4; and

(e) give OPL such information relating to the Goods as OPL may require from time to time.

6.4 If before title to the Goods passes to the Reseller the Reseller becomes subject to any of the events listed in clause 13.4, then, without limiting any other right or remedy OPL may have:

(a) the Reseller's right to resell Goods or use them in the ordinary course of its business (including by an End User) ceases immediately; and

(b) OPL may at any time:

(i) require the Reseller to deliver up or procure the delivery up of all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(ii) if the Reseller fails to do so promptly, enter any premises of the Reseller or any End User or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

7.1 OPL shall supply the Services to the Reseller or to any End User on behalf of the Reseller where directed to do so by the Reseller in accordance with the specification set out in the Service Order Form in all material respects and on the terms of the Service Documents.

7.2 OPL shall use all reasonable endeavours to meet any lead times specified in the Service Documents, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

7.3 OPL shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and OPL shall notify the Reseller in any such event.

7.4 OPL warrants to the Reseller that the Services will be provided using the reasonable degree of skill and care of a competent telecommunications network service provider.

7.5 The Reseller acknowledges and agrees that:

(a) the provision of the Services, including without limitation, the commencement date of provision of the Services is dependent on the actions of third-party service providers that are not controlled by OPL. OPL accepts no liability for delay in provision caused by third parties; and

(b) provision of the Services is dependent on the Reseller providing complete and correct information, as identified in the Order; and

(c) it shall procure the maintenance of all third-party equipment and / or services not provided by OPL but required for the provision of the Services and such third-party items and / or services are to be the responsibility of the Reseller and are not supported by OPL.

7.6 Should the Reseller require equipment to be shipped outside of the UK after ordering, the Reseller is responsible for all charges associated with such shipment and the equipment shall be at the Reseller's risk during shipment.

7.7 The Reseller shall indemnify and keep indemnified OPL against any Loss which OPL may incur or may be established against it by reason of any claim against OPL by any third-party (including any End User) arising out of or in connection with:

(a) the use of the Goods or Services by the Reseller or any End User; and/ or

(b) any breach by the Reseller or any End User of the terms of the Contract.

8. RESELLER'S OBLIGATIONS

8.1 The Reseller shall and shall procure that any End User shall:

(a) ensure that the terms of the Order and any information it provides in the Service Order Form and Goods Specification are complete and accurate;

(b) co-operate with OPL in all matters relating to the Services;

(c) provide OPL, its employees, agents, consultants, and subcontractors, with access to the Reseller's premises, office accommodation and other facilities as reasonably required by OPL;

(d) provide OPL with such information and materials as OPL may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

(e) prepare the any premises for the supply of the Services as required (if applicable);

(f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

(g) keep and maintain all of OPL's Materials at the premises to which Services are supplied in safe custody at its own risk, maintain OPL Materials in good condition until returned to OPL, and not dispose of or use OPL Materials other than in accordance with OPL's written instructions or authorisation;

- (h) comply with any additional obligations as set out in the Service Documents; and
- (i) promptly report any faults in the Services in accordance with OPL's fault reporting procedures as published on the Portal from time to time and available on request;
- (j) Comply with any reasonable instructions or regulations issued by OPL to the Reseller concerning the Reseller's use or End User's use of the Services;
- (k) Maintain or procure the maintenance of all third-party equipment required for the provision of the Services by OPL.
- (l) Promptly on request provide to OPL (free of charge) any information which OPL may require to enable it to proceed with the performance of its obligations under the Contract including any information which OPL may reasonably request for the purposes of credit verification and debt collection. The Reseller permits OPL to use such information and to provide it to third parties acting on behalf of OPL for such purposes; and
- (m) Comply at all times with all laws and obligations applicable to it and the use of the Services by it
- (n) Not use or permit the use of the Services in any manner which would constitute an Unacceptable use of the Services;
- (o) Take all steps necessary to ensure that the Services are not used in any manner which would constitute an Unacceptable use of the Services;
- (p) Inform OPL as soon as the Reseller becomes aware of or suspects any fraudulent or Unacceptable use of the Services;
- (q) Comply with the terms of the relevant Service Schedule and any obligations on the Reseller contained therein;
- (r) The Reseller will take all reasonable steps to ensure that their and any End User's systems are secure and in good working order, including but not limited to ensuring;
 - (i) networks are adequately protected from being accessed by unauthorised third parties, whether by the installation of an appropriate firewall or otherwise; and
 - (ii) any hardware installed by or on behalf of the Reseller or any End User is installed in such a manner that it was secure from access by unauthorised third parties;

(s) The Reseller shall ensure that it or any End User possess any licences or other authorisations required to play any “hold music” provided to any third party in connection with its use of the Services.

8.2 The Reseller will promptly provide to OPL (free of charge) any information which OPL may require to enable it to proceed with the performance of its obligations under the Contract including, without limitation:

(a) any information requested by an order, instruction or request of Government, an emergency services organisation or other competent administrative or regulatory authority; and

(b) Any information which OPL may reasonably request for the purpose of credit verification and debt collection.

8.3 If OPL's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Reseller or any End User or failure by the Reseller or any End User to perform any relevant obligation (Reseller Default):

(a) OPL shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Reseller procures the remedy of the Reseller Default, and to rely on the Reseller Default to relieve it from the performance of any of its obligations to the extent the Reseller Default prevents or delays OPL's performance of any of its obligations;

(b) OPL shall not be liable for any Loss sustained or incurred by the Reseller or any End User arising directly or indirectly from OPL's failure or delay to perform any of its obligations as set out in this clause 8.3; and

(c) the Reseller shall reimburse OPL on written demand for Loss sustained or incurred by OPL arising directly or indirectly from the Reseller Default.

9. CREDIT CHECKS

9.1 The Reseller agrees that:

(a) When the Reseller applies to OPL to open an account, OPL may check the following records about the Reseller and its business partners:

(i) OPL's own;

(ii) Personal and business records at credit reference agencies (CRAs). When CRAs receive a search from OPL they will place a search footprint on the Reseller's business credit file that may be seen by other parties including lenders. They supply to OPL both

public (including the electoral register) and shared credit and fraud prevention information; and

(iii) those at fraud prevention agencies (FPAs);

(b) For directors, OPL may seek confirmation, from credit reference agencies, that the residential address provide is the same as that shown on the restricted register of directors' usual addresses at Companies House;

(c) OPL may make checks such as assessing the Reseller's application and verifying identities to prevent and detect crime and money laundering. OPL may also make periodic searches at CRAs and FPAs to manage the Reseller's account with it;

(d) Information on applications will be sent to CRAs and will be recorded by them. Including information on the Reseller's business and its proprietors and CRAs may create a record of the name and address of the Reseller's business and its proprietors if there is not one already. Where the Reseller borrows from us, we will give details of the Reseller's accounts and how the Reseller manages it/them to CRAs;

(e) If the Reseller borrows and does not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Reseller's whereabouts and recover debts that the Reseller owes. Records remain on file for 6 years after they are closed, whether settled by the Reseller or defaulted;

(f) If the Reseller gives OPL false or inaccurate information and OPL suspect or identifies fraud OPL will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention;

(g) If the Reseller has borrowed from OPL and does not make payments that it owes OPL, OPL may trace the Reseller's whereabouts and recover debts;

(h) OPL and other organisations may access and use from other countries the information recorded by fraud prevention agencies; and

(i) The Reseller's data may also be used for other purposes for which the Reseller gives specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 2018.

10. CHARGES AND PAYMENT

10.1 The price for the Goods shall be the price set out in the Service Order Form. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Reseller when it pays for the Goods.

10.2 The Charges for the Services shall be as set out on the Service Order Form and the Service Documents.

10.3 Save in respect of Call Tariffs in respect of which see clauses 10.6 and 10.7 hereof, OPL reserves the right to increase its charges set out on OPL's Price Lists and Tariffs, provided that such charges cannot be increased more than once in any three-month period. OPL will give the Reseller written notice of any such increase at least one month before the proposed date of the increase. If such increase is not acceptable to the Reseller, it shall notify OPL in writing within one month of the date of OPL's notice and OPL shall have the right without limiting its other rights or remedies to terminate the Contract by giving six months' written notice to the Reseller.

10.4 If the Reseller does not notify OPL in accordance with clause 10.3 hereof it shall be deemed to have accepted the increase in charges and shall not be entitled to object to the same

10.5 For the avoidance of doubt the Reseller acknowledges that it has sole responsibility for all charges relating to the use of the Services including whether such use is authorised, unauthorised, fraudulent and/or by an End User.

10.6 The Reseller accepts that the Call Tariffs set out in OPL's Price Lists and Tariffs are set by OPL by reference to the telecommunication tariffs of third parties which OPL pays to provide the Services to the Reseller (insofar as the applicable Services are being provided to the Reseller by OPL). Those third-party tariffs are not controlled by OPL and are subject to increase or decrease at any time.

10.7 Due to the circumstances set out at clause 10.6 hereof the Reseller agrees that, at any time during the term of the Contract, OPL may increase or decrease its Call Tariff charges as set out on the Call Tariffs within OPL's Price Lists and Tariffs and the Reseller shall pay such increased or decreased rate in the Call Tariff charges.

10.8 OPL shall endeavour to notify the Reseller of any change in the Call Tariff charges within a reasonable time of any change but failure by OPL to notify the Reseller shall not affect the Reseller's liability to pay the Charges or entitle the Reseller to any remedy from OPL.

10.9 OPL shall invoice for any usage charges monthly in arrears and any fixed charges monthly or quarterly or yearly in advance as specified on the Services Order Form. Invoices and detailed information on any applicable usage may be sent by email at OPL's discretion.

10.10 In respect of the Goods, OPL shall invoice the Reseller on or at any time after the date of the Order.

10.11 Usage charges for a given billing period will be calculated by reference to the appropriate band of OPL's tariff structure which is available for inspection upon request.

10.12 The Reseller shall pay each invoice submitted by OPL:

(a) within twenty-one days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by OPL; and

(c) through a direct debit arrangement on or about the twenty third day of the month of invoice, any deviation to this must first be agreed in writing to OPL and said deviation will be subject to a monthly charge of £5, in addition any cheque payments will be subject to a processing fee of £15 per cheque; and

(d) time for payment shall be of the essence of the Contract.

10.13 In the event that a legitimate direct debit charge cannot be collected, a £30 administration fee will be charged to the Reseller's account. In addition, at OPL's discretion and without prejudice to any other rights it may have under the Contract or otherwise, the supply of the Services may be suspended. If the provision of the Supply of Services is suspended for any breach of the Contract by the Reseller and subsequently reinstated at the absolute discretion of OPL, a £30 Reinstatement fee will be paid by the Reseller.

10.14 All amounts payable by the Reseller under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by OPL to the Reseller, the Reseller shall, on receipt of a valid VAT invoice from OPL, pay to OPL such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

10.15 If the Reseller fails to make any payment due to OPL under the Contract by the due date for payment, then the Reseller shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Reseller shall pay the interest together with the overdue amount.

10.16 The Reseller shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding

required by law). OPL may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Reseller against any amount payable by OPL to the Reseller.

10.17 Usage charges shall be calculated by reference to data recording or logged by OPL.

10.18 For the avoidance of doubt, the Reseller shall be liable for all and any telecommunication charges payable to any third party arising out of the Reseller's use of the Services.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by OPL.

11.2 The Reseller acknowledges that, in respect of any third-party Intellectual Property Rights, the Reseller's use of any such Intellectual Property Rights is conditional on OPL obtaining a written licence from the relevant licensor on such terms as will entitle OPL to license such rights to the Reseller.

11.3 All OPL Materials are the exclusive property of OPL.

12. LIMITATION OF LIABILITY: THE RESELLER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in the Contract shall limit or exclude OPL's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(e) defective products under the Consumer Protection Act 1987; or

(f) or any other liability which cannot be limited or excluded by applicable law.

12.2 Subject to clause 12.1, OPL shall not be liable to the Reseller, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.

12.3 Subject to clause 8.1, OPL's total liability to the Reseller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to:

- (a) 100% of the fixed charges payable under the Contract during the Initial Term as set out in the Service Documents; or
- (b) if that sum is not calculable for any reason, the sum of £10,000 (ten thousand pounds).

12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.5 This clause 12 shall survive termination of the Contract.

13. TERMINATION AND SUSPENSION

13.1 Upon expiry of the Initial Term OPL shall continue to supply the Services to the Reseller on the terms of the Contract subject to the rights of either party to terminate or suspend the Contract as set out in this clause 13.

13.2 Without limiting its other rights or remedies, OPL may terminate the Contract by giving the Reseller at least three months' written notice provided that such notice will only be effective if it expires after expiry of the Initial Term.

13.3 Without limiting its other rights or remedies, the Reseller may at any time after commencement of the Initial Term terminate all or some only of the Services provided under the Contract by giving OPL written notice of a length at least equal to the:

- (a) the length of notice set out in the relevant Service Schedule in respect of the Service(s) being terminated;

or

(b) if no length of notice is specified, three months' notice; provided that any such notice will only be effective if it expires after expiry of the Initial Term.

13.4 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy ;

(d) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.5 Without limiting its other rights or remedies, OPL may terminate the Contract with immediate effect by giving written notice to the Reseller if:

(a) the Reseller fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

(b) there is a change of Control of the Reseller;

(c) OPL reasonably suspects Unacceptable use of the Services;

(d) OPL reasonably suspects that the Services are being used in a way prohibited by the terms of the Service Documents; or

(e) If any licence or other agreement required for OPL to supply the Services expires or is revoked through no fault of OPL.

(f) the results of any survey of the Reseller's site by OPL shows the Reseller's site to be unsuitable for the Services in OPL's opinion acting reasonably.

13.6 Without limiting its other rights or remedies, OPL may suspend provision of the Services or all further deliveries of Goods under the Contract or any other contract between the Reseller and OPL if:

(a) the Reseller becomes subject to any of the events listed in clause 13.3 13.4(a) to clause 13.4(c) or OPL reasonably believes that the Reseller is about to become subject to any of them; or

(b) or if the Reseller fails to pay any amount due under the Contract on the due date for payment; or

(c) or if OPL reasonably suspects Unacceptable Use of the Services; or

(d) required for OPL's operational reasons or in the case of emergency.

14. CONSEQUENCES OF TERMINATION AND SUSPENSION

14.1 On termination of the Contract for any reason:

(a) the Reseller shall immediately pay to OPL all of OPL's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, OPL shall submit an invoice, which shall be payable by the Reseller immediately on receipt;

(b) the Reseller shall return or procure the return of all of OPL Materials which have not been fully paid for. If the Reseller fails to do so, then OPL may enter the premises at which OPL's Materials are located and take possession of them. If the premises at which OPL's materials are located are not owned by the Reseller, the Reseller shall take all steps required to provide OPL with the access required. Until they have been returned, the Reseller shall be solely responsible for their safe keeping and use.

(c) If OPL is not able to access the premises at which OPL's Materials are located and recover the said materials within a reasonable time after termination of the Contract, the Reseller shall pay OPL the cost of OPL's Materials as notified to the Reseller by OPL.;

(d) If OPL's Materials are damaged or not in good condition the Reseller shall immediately pay the remedial or replacement costs of the same;

(e) the Reseller shall immediately cease using the Services and shall ensure that any End User immediately ceases to use the Services;

(f) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(g) clauses which expressly or by implication survive termination shall continue in full force and effect.

14.2 In the event that a suspension is implemented by OPL as a consequence of the breach, fault or omission of the Reseller, the Reseller shall reimburse OPL on a full indemnity basis for all Loss incurred as a result of the suspension and/or the recommencement of the provision of the Services as appropriate.

14.3 For the avoidance of doubt and without prejudice to clause 12 of these Conditions OPL shall not be liable for any loss, damage or inconvenience suffered by the Reseller and / or any End User as a result of any suspension or termination of the Contract.

15. FORCE MAJEURE

15.1 Provided it has complied with clause 15.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15.2 The corresponding obligations of the other party (if any) will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

15.3 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than twelve weeks, the party not affected by the Force Majeure Event may terminate the Contract by giving eight weeks' written notice to the Affected Party.

15.5 Nothing in this clause 15 shall permit the Reseller to terminate the Contract due to delays in the service commencement date in relation to Ethernet Services provided by OPL if that delay is due to the delay of third parties outside OPL's control and the Reseller hereby expressly acknowledges and agrees that the service commencement date for Ethernet Services may be many months or, in exceptional circumstances, years after the date of the Service Order Form.

16. GENERAL

16.1 Assignment and other dealings.

(a) OPL may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) Save in accordance with clause 16.1(c), the Reseller shall not, without the prior written consent of OPL such consent to be at OPL's absolute discretion, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

(c) A Reseller may sell or supply to an End User:

(i) any Goods supplied to it by OPL insofar as title to those goods has passed to the Reseller under the Contract; and

(ii) any Services supplied to it by OPL under the Contract

PROVIDED THAT:

(iii) the Reseller shall ensure that the terms of any such supply to an End User are in writing and are materially on the same terms as the terms of the Contract (except that the End User shall not have the right to sell any of the Goods or Services itself) including in that they shall afford OPL the same rights against the End User as it may have against the Reseller;

(iv) the Reseller shall provide OPL with a copy of its terms of supply of Goods or Services to an End User on request by OPL:

(v) all contracts between the Reseller and an End User in connection with the Goods or Services shall terminate automatically on termination or expiry of this agreement;

(vi) all contracts between the Reseller and an End User in connection with the Goods or Services shall automatically transfer to OPL in the event that the Reseller takes any step or action in connection with its entering into Administration, or provisional liquidation,

or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(vii) the Reseller shall be liable for all acts and omissions of any End User and shall indemnify OPL against all Loss arising out of any act of omission of any End User including any product liability claim relating to Goods manufactured, supplied or put into use by the End User; and the Reseller shall not:

(A) represent itself as an agent of OPL or make any representation on OPL's behalf;

(B) give any condition or warranty on OPL's behalf; or

(C) otherwise incur any liability for or on behalf of OPL.

16.2 Confidentiality.

(a) The Reseller undertakes that it shall not at any time any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of OPL or OPL except as permitted by clause 16.2(b).

(b) The Reseller may disclose OPL's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Reseller's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses OPL's confidential information comply with this clause 16.2; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) The Reseller shall not use OPL's confidential information for any purpose other than to perform its obligations under the Contract.

16.3 Entire agreement.

(a) The Service Documents constitute the entire agreement between the parties, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Service Documents.

(c) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Service Documents.

16.4 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.5 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

16.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.7 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by prepaid first class post or other next working day delivery service, commercial courier, fax or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.8 Third parties. No one other than OPL and the Reseller shall have any right to enforce any of the terms of the Contract.

16.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

16.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

16.11 No Partnership or agency Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of 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 the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16.12 Non-Solicitation.

(a) The Reseller agrees that during this agreement, and for twelve (12) months after the termination or expiry of this agreement, not to induce or entice any persons (whether directly or indirectly) who were employed by OPL during the previous twelve (12) months.

(b) In the event that the Reseller breaches Clause 16.12 (a), it will pay OPL, by way of liquidated damages, one hundred percent (100%) of the first years' salary of such person within thirty (30) days of that person's commencement of employment with the Reseller.

Annex A – SIP Service Schedule

OPL is required by Ofcom to communicate the following advisory statements to all telecommunications service Customers:

i. If the broadband Connection that a VoIP service depends on fails, the voice service will also fail.

ii. If there is a power cut or failure in the connected telephone system, any associated broadband connection and voice service may also fail.

iii. Broadband connection and power supply failures are caused by reasons outside the control of OPL. If the broadband connection that a VoIP service depends on fails for any

reason, the service cannot be used to make calls to the emergency services numbers 999 and 112.

1.0 Definitions

1.1 All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise.

1.2 'Alias' - shall mean a DDI number that is linked to a headline number.

1.3 'Call Tariff' - shall mean the tariff showing prices for call termination.

1.4 'Channel' – Shall mean 1 concurrent call.

1.5 'DDI'– shall mean a Direct Dial Inward number

1.6 'Headline number' - shall mean any lead number that may or may not have any alias' attached to it.

1.7 'MSA' - shall refer to OPL's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal.

1.8 'PBX' – shall mean a private branch exchange that has the ability to make and receive VoIP calls and handle call control.

1.9 'Ready to Use' – shall be the day that OPL sends out the SIP credential details in an email to the contact specified on the service order.

1.10 'SIP Service' shall be the name under which OPL provides its SIP voice products.

1.11 'SIP' – shall mean session internet protocol.

1.12 'SIP Channel' – shall mean an individual Channel that the Reseller purchases from OPL that gives the ability to make one concurrent call.

1.13 'Spoofed' – shall mean the ability to present a number that is not currently hosted on the OPL network.

1.14 'Voip' – shall mean Voice over Internet Protocol

1.15 'OPL' - shall mean Optimal Projects Limited registered in England and Wales with company number 03132320.

2.0 Services Description

2.1 Services provided under the "SIP" heading include the following:

2.1.1 SIP Channel– shall mean the ability to make or receive 1 x SIP calls from a PBX or handset or softphone via an allocated headline number or associated DDIs assigned to that headline number.

2.1.2 Fax to Email – shall mean a service whereby a fax is sent from a fax machine to a specified number, the received fax will then be sent as a PDF to the Reseller’s email address.

2.1.3 Number Porting – shall mean a service which enables Resellers to change their service provider whilst keeping their existing number.

2.1.4 International Numbers – shall mean any International number outside the UK.

2.1.5 SMS Alerts – shall mean the service whereby if the SIP trunk becomes “non-registered” an SMS alert will be sent to a mobile number of your choice.

2.1.6 SIP Service Features – shall mean any additional feature sold under SIP services, including but not limited to, call forwarding and directory entries.

3.0 Service Commencement date

3.1 For any SIP service provided the Service Commencement Date shall be as follows:

3.1.1 SIP Channel – The date the service is first ready to use.

3.1.2 Fax to Email – The date OPL sends the technical contact an email confirming set up.

3.1.3 International Numbers - The date the service is first ready to use.

3.1.4 Directory Entries – shall be the date OPL is informed by BT that the service starts.

3.2 OPL estimates the following lead times for the SIP Services:

3.2.1 SIP Channel – 2 Business Days

3.2.2 Fax to email – 2 Business Days

3.2.3 Number Porting – See Number Porting Letter of Authorisation

3.2.4 International Numbers – 7 Business Days

3.2.5 SIP Service Features – 2 Business Days

4.0 Initial Term

4.1 Initial term for any SIP services will be as below from the Service Commencement Date, unless stated otherwise on the Service Order Form.

4.1.1 SIP Channel – 30 Day rolling

4.1.2 DDI – 30 Day rolling

4.1.3 International Numbers – 12 months

4.1.4 Directory Enquiry Services – 12 months

5.0 Service Use

5.1 For the avoidance of doubt, the Reseller acknowledges that:

5.1.1 The end user of the services has access to the internet unless this is provided by OPL through Services, Products, or Equipment.

5.1.2 It is responsible for all costs and expenses relating to reprogramming of any PBX or other routing / firewall device that is necessary for access to the Services that is not provided by OPL.

5.2 For the avoidance of doubt, the Reseller acknowledges that it has sole responsibility for all charges relating to the use of the Services regardless of whether such use is authorised, unauthorised, fraudulent, or otherwise.

5.3 Resellers have a choice on how they would like their SIP Channels and numbers to be set up. The standard format is to identify the main number and “alias” any DDIs to it. This means that only a single trunk registration is required on the phone system, with inbound calls to all numbers being routed down this single registered account. This configuration is an efficient way of managing the inbound calls to your phone system.

5.4 In the event of a Reseller system/circuit failure Resellers will be able to apply a call divert to the trunk via the OPL portal, instantly rerouting all inbound calls to a backup telephone line or mobile of choice.

5.5 If Resellers wish to reroute inbound calls from specific DDIs then each number must be set up as a separate Headline number.

5.6 All DDIs will be set up as aliased to the first number in the range unless specified otherwise.

5.7 Non-Geographic Numbers can only be aliased to a geographic number.

5.8 New VoIP DDIs can be aliased to a “Spoofed” number.

5.9 In order to minimise the risk of any losses in the event that OPL is unable to provide the Services due to a technical problem in relation to the telecommunications network by which the Services are provided, the Reseller must be aware of and follow the

procedure for diverting calls-over an alternative network as will be notified to the Reseller in writing from time to time.

5.10 In relation to geographic number porting the following conditions are relevant:

5.10.1 If you are porting a geographic DDI range, you have the option of retaining/porting/ceasing the main billing number or retaining/porting/ceasing associated numbers.

5.10.2 Pricing and lead times for Geographic Number Porting services are stated on the “Number Porting (geographic) Authorisation Letter which can be downloaded from the OPL portal

5.10.3 Resellers may experience some downtime on the telephony service if “multiline” porting in from ISDN2 or ISDN30 services. This temporary loss of service is due to the manual UK porting process within BT Openreach and is beyond OPL’s control

5.11 In relation to non-geographic number (NGN) porting the following conditions are relevant:

5.11.1 Use the NGN porting letter for non-geographic numbers (e.g. 0845, 0800 etc). The NGN Porting Letter is for the Reseller to authorise transfer of non-geographic numbers to OPL’s network.

5.11.2 If already “service established” NGN numbers have a porting lead time of 15 working days. The 15 working days will commence from the following day after the order has been submitted up to 16:00 hours and this will be classed as day 0, please allow for this in your calculation.

5.11.3 Although every attempt will be made to meet the stated RRD (Reseller Required by Date) the eventual port date provided to us by the designated Range Holder may differ. Please also note OPL cannot be held responsible for not meeting this date due to unforeseen problems or third-party delays of which you will be advised during the course of your porting order.

5.11.4 Only numbers that are specified on the form with “porting” selected will be ported.

5.11.5 Once the numbers have ported please check the inbound call logs on the OPL portal to ensure inbound call delivery is being provided.

5.11.6 Please check that your losing Service Provider has stopped billing you for your service once the numbers have ported.

5.11.7 All number porting letters of authorisation must be printed and signed on company letter headed paper. Scanned/faxed copies are accepted; we do not need the originals posted to us.

5.11.8 The Reseller will be able to order additional services via email – upon requesting additional services via email, the reseller accepts the charges as stated in the SIP Reseller Service Order Form.

6.0 Obligations

6.1 The Reseller shall:

6.1.1 ensure that all address details are up to date for each DDI as this is the information used by the Emergency services. The address details can be updated from the portal.

6.1.2 Ensure that a suitable mains supply is provided to run the SIP services.

6.1.3 provide the equipment required on which to place all SIP services provided by OPL.

6.2 Prior to being able to use ‘spoofed’ numbers the Reseller acknowledges that they must obtain a copy of the phone bill for said number, and the Reseller must receive a letter on headed paper stating that their customer is authorised to use said number. Failure to do so will result in this feature being suspended and a potential fine added to the Reseller’s account.

7.0 Terminating Services

7.1 All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type;

7.1.1 SIP Channels - thirty (30) days.

7.1.2 DDIs - thirty (30) days.

7.1.3 Directory Entries - one (1) year expiring on an anniversary of the commencement date of the Directory Entries service provision.

7.1.4 International DDIs - thirty (30) days.

8.0 Charges

8.1 Memorable numbers are available at an additional charge defined in the relevant Price List.

8.2 International numbers are available. The service does not form part of the SIP Licence, instead the trunk is delivered with 2 channels included in the price. Further channels may be added for a charge as per the latest Price List. Memorable numbers are available for an additional fee defined in the relevant Price List.

8.3 Exporting International numbers to another provider may result in an administration charge, charges and impacted countries are available on request.

8.4 Since reconfiguring Channels and DDIs after provision involves additional systems administration work, we do apply a one-off reconfiguration charge defined in the relevant Price List.

8.5 Additional DDIs or channels can be ordered by an email to OPL, this email order must come from the authorised email address on the Reseller account and by emailing OPL for additional services, the Reseller is accepting charges as per the relevant Price List.

8.6 Call charges will be invoiced in arrears and charged as per the relevant tariff structure in place at the time – the tariffs can be downloaded from the portal or are available on request. The Reseller must ensure they are up to date with their latest price list.

8.7 If any fixed charge prices are to change OPL will email the Reseller with 30 days' notice.

8.8 The Reseller acknowledges that telecommunication tariffs from third party providers are not controlled by OPL and are subject to change without notice and any such changes are passed on to the Reseller at OPL's discretion. The Reseller may check tariffs at any time by visiting the appropriate page on the Portal or by requesting notification of the current tariffs from OPL.

8.9 In the event that OPL fails to provide the Services and the Reseller diverts traffic to another Service Provider, OPL shall not be responsible for any costs or expenses arising as a result of such diversion of traffic including, without limitation, such service provider's charges.

8.10 OPL reserves the right to invoice the Reseller for any charges relating to Phone Book Entries. It is the Resellers responsibility to check at the point of porting numbers in that there are no unwanted Special Phone book entries applied to the number.

8.11 Any amounts for any Phone Book Entries will be charged on for the full term applicable and any cancellation request notice period will mirror that of the notice period offered to OPL from BT. Directory Entries pricing is available upon request.

8.12 If OPL agrees to give the Reseller a reduced per-minute rate on certain destinations for a minimum quantity of monthly minutes to the relevant destination, then the following will be true:

8.12.1 The discount rate shall not be honoured if the required minutes in the calendar month are not met.

8.12.2 The minutes shall be totalled from calls who's start time is at or after 00:00:00 on the 1st of the month and include calls who's finish time is at or before 23:59:59 on the last day of the month.

8.12.3 Should the required quantity not be met then the Reseller will default back to the rate prior to the discount on the tariff they are on at the time.

8.12.4 If more than one destination is offered for discount, then EITHER; The full agreement needs to be met OR per destination needs to be met.

Annex B – WCP Service Schedule

OPL is required by Ofcom to communicate the following advisory statements to all telecommunications service customers:

i. If the broadband Connection that a Voip service depends on fails, the voice service will also fail.

ii. If there is a power cut or failure in the connected telephone system, any associated broadband connection and voice service may also fail.

iii. Broadband connection and power supply failures are caused by reasons outside the control of OPL.

iv. If the broadband connection that a Voip service depends on fails for any reason, the service cannot be used to make calls to the emergency services numbers 999 and 112.

1.0 Definitions

1.1 All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise.

1.2 'Accreditation' shall mean the OPL Accreditation that Resellers must achieve prior to reselling WCP.

1.3 'CLI' shall mean Caller Line Identity.

1.4 'DDI' or 'DID' – shall mean a Direct Inward Dial number.

1.5 'Flexible CLI presentation' (also known as 'Spoofing') - shall mean the ability to present a number that is not currently hosted on the OPL network.

1.6 'Mobile App' shall mean the soft phone application provided by OPL for use of the WCP product'.

1.7 'MSA' - shall refer to OPL's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal.

1.8 'WCP' - shall mean the brand under which OPL sells its Hosted Communication/Cloud Telephony Platform.

1.9 'VoIP' – shall mean Voice over Internet Protocol.

1.10 'WCP features' - shall mean the list of features supported by the WCP product.

1.11 'QoS' - shall mean Quality of Service.

1.12 'OPL' - shall mean Optimal Projects Limited registered in England and Wales with company number 03132320.

2.0 Services Description

2.1 Services provided under the "WCP" heading include the following:

2.1.1 Licence Fee/Hosted Seat - The per seat cost, whereby each seat will be defined as a user or extension on WCP.

2.1.2 Fax to Email – the service whereby a fax is sent from a fax machine to a specified number, the received fax will then be sent as a PDF to the Resellers' email address.

2.1.3 Number Porting – the service which enables Customers to change their service provider whilst keeping their existing telephone number. Resellers understand that there may be restrictions to this service outside of OPL's control.

2.1.4 International Numbers – shall mean any International telephone number.

2.1.5 Call Recording – shall be an optional feature that can be enabled by the Reseller upon request and will be chargeable – charges will be available from OPL upon request.

2.1.6 Handsets – shall be the phones provided by OPL to the Reseller for the use of the WCP product.

2.1.7 WCP features - shall be any additional features added on top of the WCP product.

2.1.8 Call Termination - the service which allows the Reseller to make VoIP calls which will be chargeable as per the relevant call tariff.

3.0 Service Commencement date

3.1 For any WCP service provided and installed through OPL shall be the date the services are installed by OPL.

3.2 For any WCP service provided by OPL and installed by a third party shall be within 2 working days after the reseller has placed the order through the portal.

4.0 Initial Term

4.1 Initial term for any WCP services will be 12 months from the Service Commencement Date unless stated otherwise on the Service Order Form.

4.2 Any additional handsets and seats ordered after the initial order will also be 12 months from the Service Commencement date unless stated otherwise on the Service Order Form.

5.0 Service Provision

5.1 Once successfully in receipt of Accreditation, OPL will add an “Ordering” section to the Reseller portal area. From here, the Reseller will be responsible for configuring their customers WCP product.

5.2 The Reseller accepts that any Services ordered through the Portal incur charges at the rates presented on screen at the time of order. A confirmation Order form will be sent once the order is confirmed.

5.3 OPL will not supply any handsets required for the use of the Service until the Order is confirmed by the Reseller.

6.0 Installation

6.1 When the WCP product is supplied by OPL but installed by a 3rd Party the Reseller must ensure that the 3rd party is an authorised Channel Partner of OPL.

7.0 Service Use

7.1 For the avoidance of doubt, the Reseller acknowledges that:

7.1.1 they have access to the internet unless this is provided by OPL through Services, Products, or Equipment.

7.1.2 if access to the internet is not provided by OPL, then the available bandwidth must be sufficient to run the concurrent calls and any additional WCP features for the services provided and that the Reseller acknowledges that failure to ensure this can result in a poor service.

7.1.3 If access to the internet is not provided by OPL, then the line over which the service runs must have QoS enabled.

7.1.4 They are responsible for all costs and expenses relating to reprogramming of any routing / firewall device that is necessary for access to the Services and is not provided by OPL.

7.2 In the event of a local circuit failure Resellers will be able to apply a call divert to the affected solution via the WCP portal, instantly rerouting all inbound calls to any other active phone numbers.

7.3 If the Reseller amends or creates any passwords throughout the system, they are required to ensure the passwords are secure; a secure password is defined as being at least 8 characters in length and consisting of alpha numeric characters, symbols and containing at least one capital letter.

7.4 Any equipment, not including Goods sold to the Reseller, provided by OPL for the use of the service shall remain the property of OPL and upon cancellation must be returned to OPL.

7.5 Prior to being able to use flexible CLI presentation the Reseller acknowledges that they must ensure that they download and submit a signed authorisation form which will be available on the WCP portal. Failure to do so will result in this feature being suspended and a potential fine added to the Reseller's account.

7.6 WCP Features are subject to change and OPL may require the ability to carry out updates on the software for the features.

7.7 If rented Equipment provided by OPL is ascertained to be faulty by the OPL technical team, then a replacement piece of equipment will be shipped out next day delivery if the fault is confirmed by 2pm. Should the fault be reported after 2pm then the equipment will be sent the following day.

7.8 OPL will arrange to collect the faulty equipment – it is the responsibility of the Reseller to ensure said equipment is packaged effectively so as to avoid any in transit damage.

7.9 If the equipment is not packaged sufficiently for transit and the equipment is subsequently damaged in transit, the full cost of the equipment will be charged to the Reseller's account and payable immediately by the Reseller.

7.10 If once the rented equipment is returned to OPL it is discovered through investigation that the equipment did in fact fail due to Reseller damage or negligence, then the full cost of the equipment will be charged to the Reseller account along with

the shipping charges incurred to replace the equipment such costs to be paid immediately.

7.11 The quality of service received whilst using the Mobile app will be dependent on the internet access and speed the User has at the time and the Reseller understands that not having sufficient bandwidth will result in poor service.

8.0 Obligations

8.1 The Reseller will take all reasonable steps to ensure that their systems are secure, including but not limited to ensuring:

8.1.1 its networks are adequately protected from being accessed by unauthorised third parties, whether by the installation of an appropriate firewall or otherwise.

8.1.2 any hardware installed by or on behalf of the Reseller is installed in such a manner that it was secure from access by unauthorised third parties.

8.2 It is the responsibility of the Reseller to ensure that all address details are up to date for each DDI as this is the information used by the Emergency services. The address details can be updated from the portal.

8.3 The Company will allow the “Trade In” of pre-owned handsets by the Reseller subject to the following:

8.3.1 The handsets will need to be inspected and the subsequent trade in approved by OPL.

8.3.2 Should the handsets not meet Trade In criteria the Reseller will cover the costs to return the handsets to the Reseller.

8.3.3 The Reseller will cover any shipping costs to send the Handsets to OPL for Pre-approval.

8.3.4 It is the responsibility of the Reseller to ensure that in transit handsets are insured and OPL accepts no responsibility for any In Transit damage.

8.3.5 Upon Approval of the sent in Handsets, the received Handsets will either be reconfigured for the Reseller at a per handset charge, or alternatively OPL will ship refurbished configured units to the Reseller for use with the WCP product.

8.3.6 If Refurbished units are sent to the Reseller in place of the units the Reseller sent in, said handsets will remain property of OPL.

8.4 The Reseller must nominate a representative administrator who will be the technical point of contact for the system and will attend training.

9.0 Terminating Services

9.1 All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type;

9.1.1 WCP - thirty (30) days.

10.0 Call Recording

10.1 A call recording service is provided as part of WCP and by using this service the Reseller undertakes that it is abiding by the following legislation linked to call recording in the United Kingdom.

10.1.1 Regulation of Investigatory Powers Act 2000 ("RIPA")[13]

10.1.2 Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 ("LBP Regulations")[14]

10.1.3 Data Protection Act 1998

10.1.4 Telecommunications (Data Protection and Privacy) Regulations 1999[15]

10.1.5 Human Rights Act 1998

10.2 The Reseller acknowledges that the call recording service is not PCI compliant.