



NETWORK SERVICES AGREEMENT TERMS & CONDITIONS

1. Definitions

Capitalised terms used in these terms and conditions which are not defined below shall have the meaning assigned to them in the Framework:

“Anniversary Date” means any anniversary of the Commencement Date;

“Carrier” means the telecommunications network operator providing to the Client, on 4SIGHT’s behalf, a physical telephone line and/or access to a telecommunications network;

“Fixed Charges” means all those sums (other than call charges) charged by the Carrier to 4SIGHT on a monthly basis in connection with the provision of the Network Services to the Client including (without limitation) those charged in respect of line rental, SIP channel rental, broadband services, ethernet services, IP numbering, inbound services, inbound numbers, DDI numbers, premium numbers and any other such carrier service that is provided on a fixed charge basis;

“Framework” means the version of 4SIGHT’s master services agreement referenced on the Work Order, or otherwise the applicable master services agreement between the parties;

“Indirect Access” means a method that allows the Carrier to identify call traffic as being routed by 4SIGHT, normally obtained by means of carrier pre-selection, auto dialler equipment or identifying call traffic on a least cost routing basis;

“Minimum Month’s Call Charges” means the average of the six highest months’ call charges incurred by the Client under this Contract. If the Client has incurred

less than six month's call charges, the highest month's call charges incurred by the Client under this Contract;

"Minimum Term" means the minimum period for the provision by 4SIGHT of the telephone numbers as set out in the Work Order, but (except for lines specified to be temporary in the Work Order or where Special Terms have been agreed) in any event not less than twelve (12) months from the Commencement Date;

"Network Services" means the provision of a voice telecommunications service via a telephone number which enables the Client to make calls to local, national, international, mobile and/or non- geographic telephone numbers by means of Indirect Access or SIP, a line rental service for a telephone number or any other service provided by 4SIGHT by means of the Carrier's network;

"Previous Service Provider" means the organisation providing services similar to the Network Services to the Client prior to the Commencement Date;

"Pricing Schedule" means the schedule of prices for the Network Services as set out in the Work Order;

"Renewal Term" has the meaning set out in clause 4.1;

"Service Terms" means these terms and conditions, as incorporated into the Contract via the Work Order/the Framework;

"SIP" means session initiation protocol, used for controlling telecommunications sessions over internet protocol;

"Special Terms" means those non-standard terms agreed

between 4SIGHT and the Client as set out in the Work Order;

"Work Order" means an order form or other written order document (including any continuation sheets) issued by

4SIGHT (including by e-mail) for signature or agreement by the Client containing information regarding the Network Services;

References to "clauses" are to clauses of these terms and conditions (and not clauses of the Framework), unless otherwise stated.

1. Service Terms

1.1 These Service Terms shall apply to and be incorporated into the Contract when referenced in the applicable Work Order.

2. Use of the Network Services

2.1 The Client agrees to contract for the use of and 4SIGHT agrees to provide the Network Services for not less than the Minimum Term (subject to earlier termination of the Contract in accordance with these terms and conditions).

2.2 The Client's obligations under clause 3.1 shall not be affected by any delay or failure in the transfer to 4SIGHT of any telephone number, whether caused by the Client, the Previous Service Provider, any third party or in any circumstance that 4SIGHT cannot reasonably be expected to control.

Line rental

2.3 The Client agrees to the Previous Service Provider disclosing to 4SIGHT all information relating to the transfer or removal of equipment and/or select services that exist on any line at the time of the Commencement Date.

2.4 The Client agrees to 4SIGHT charging the Client a fee for any select services and/or equipment transferred to 4SIGHT from the Previous Service Provider.

2.5 The Client shall ensure that the telephone numbers specified in the Work Order may be transferred to 4SIGHT from the Previous Service Provider and authorises their transfer to 4SIGHT. If 4SIGHT is unable to provide all or any part of the Network Services as a result of the Client's failure to terminate its contract with the Previous Service Provider then, without prejudice to 4SIGHT's other rights and remedies, the Client shall repay to 4SIGHT immediately on demand any volume-based discount, subsidy and other benefit given to the Client up to that date, and 4SIGHT may vary the Pricing Schedule at its reasonable discretion on written notice to the Client.

Indirect Access

2.8 The Client shall permit 4SIGHT to attend the Client's site to program least cost routing in the Client's telephone system to allow access to the Carrier's telephone network.

2.9 The Client shall be responsible for ensuring that its equipment maintenance is not jeopardised in any way as a result of requesting and/or receiving the Network Services.

3. Duration

3.1 The Contract shall come into force on the Commencement Date and continue for the Minimum Term and, if applicable, any Renewal Term. Following the expiry of the Minimum Term, the Contract shall automatically renew for successive periods of twelve months ("Renewal Term"), unless either party gives the other party written notice at least three months' prior to the Anniversary Date that it does not wish to renew the Contract.

4. Charges

4.1 Line rental for the Network Services shall be invoiced by 4SIGHT one (1) month in advance, all other charges relating to the Network Services shall be invoiced by 4SIGHT one (1) month in arrears, in accordance with the Pricing Schedule or otherwise as varied from time to time in accordance with the Contract.

4.2 The Client shall pay all line rentals and other charges for the Network Services invoiced by 4SIGHT within 14 days of the relevant invoice.

4.3 4SIGHT reserves the right to charge the Client for any costs incurred, and for any necessary equipment used by 4SIGHT, to rectify a fault where the cause or problem does not lie within the Network Services.

4.4 Any limits or allowances specified by each Carrier in connection with the Client's use of the Network Services are passed onto the Client by 4SIGHT. Should any limit be exceeded by the Client, 4SIGHT are able to charge the Client their standard pence per minute charge for all calls made as set out in the Pricing Schedule.

5. Limitation of the Network Services

5.1 Due to the nature of the Network Services 4SIGHT cannot guarantee that the Client's call traffic will always be conveyed via the Network Services, nor that the Client will not be charged by another carrier for the conveyance of any call. 4SIGHT will not be responsible for that carrier's

5.2 The Client acknowledges that the Network Services are made available via the Carrier. The Client agrees to Indemnify and keep indemnified 4SIGHT against all additional costs and/or expenses which are imposed on 4SIGHT by the relevant Carrier and which are related to any act or omission of the Client in connection with the use of the Network Services.

6. Suspension of Network Services

6.1 If the Carrier suspends or terminates carrier pre-selection for the Network Services, 4SIGHT shall notify the Client as soon as is reasonably possible after becoming aware of it and 4SIGHT shall endeavour to reinstate the Network Services as quickly as practicable but otherwise shall have no liability to the Client in respect of such suspension or termination.

7. Termination

7.1 If the parties agree to exclude a telephone number from the Contract prior to connection, the Client shall reimburse to 4SIGHT any circuit cancellation charges levied on 4SIGHT by the Carrier for that telephone number within fourteen (14) days of such cancellation.

7.2 4SIGHT reserves the right to cancel an order where the Carrier rejects the order after the site survey has been completed, and to invoice the Client for all costs levied on 4SIGHT by the Carrier related to the order.

7.3 Without prejudice to any of 4SIGHT's rights and remedies, if the Client ceases to route its calls by means of the Network Services without providing notice of disconnection or termination under clause 4.1, the Client shall remain liable to 4SIGHT for the cost of all calls made via its equipment or premises (including made fraudulently by third parties).

7.4 SIGHT may suspend or withdraw the SIP "Presentation Calling Line Identity" service without liability to the Client where:

7.4.1 following a configuration change the Client fails to make at least one test call within twenty (20) working days;

7.4.2 the Client reverses the configuration change;

7.4.3 the presentation number is being misused in any way; and/or

7.4.4 the presentation number is connected to a revenue sharing number that generates excessive or unexpected call charges.

8. Consequences of termination and minimum spend

8.1 If the Network Services are disconnected on the instructions of the Client, or the Contract is terminated by the Client, prior to expiry of the Minimum Term or any Renewal Term, the Client shall pay to 4SIGHT liquidated damages equal to:

8.1.1 the Fixed Charges for balance of the period from the date of such early disconnection/termination to the end of the Minimum Term or, as appropriate, the Renewal Term; and

8.1.2 in respect of call and other non-periodic charges, 50% of the Minimum Month's Call Charges per month for balance of the period from the date of such early disconnection/termination to the end of the Minimum Term or, as appropriate, the Renewal Term; and

8.1.3 any termination charges imposed on 4SIGHT by the Carrier.