

4SIGHT COMMUNICATIONS LIMITED - WORK ORDER TERMS & CONDITIONS V1.0

1. DEFINITIONS

- 1.1 Capitalised terms used in these terms and conditions which are not defined below shall have the meaning assigned to them in the MSA, however certain definitions are repeated below for ease of reference, and which may have been made more specific to this Work Order:
- 1.1.1 **"4SIGHT MSA Terms"** means the 4SIGHT MSA Terms and Conditions, as updated from time to time, which comprise part of the MSA;
- 1.1.2 **"Acceptable Use Policy"** means the acceptable use policies of 4Sight and/or any Vendor (to the extent applicable to a Service) as current from time to time;
- 1.1.3 **"Anniversary Date"** means each anniversary of the Service Commencement Date for a given Service;
- 1.1.4 **"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;
- 1.1.5 **"Charges"** means the charges for the Goods, User Licences and/or Services payable by the Client to 4SIGHT or, where applicable, direct to a Vendor, as set out in, or calculated in accordance with, this Work Order or otherwise advised by 4SIGHT to the Client, which shall include any Fixed Charges (where applicable), any Usage Charges (if applicable), any Non-Recurring Charges (if applicable) and any other charges set out in the Contract, including this Work Order;
- 1.1.6 **"Fixed Charges"** means the on-going fee for the provision of the Services, where applicable, as detailed in this Work Order (and, if applicable, as amended from time to time), including all those sums (other than call charges) charged by the Carrier to 4SIGHT on a monthly basis in connection with the provision of the Work Order Services to the Client including 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;
- 1.1.7 **"MSA"** means 4SIGHT's master services agreement to which the Parties are both party, which governs this Work Order;
- 1.1.8 **"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;
- 1.1.9 **"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;
- 1.1.10 **"Minimum Term"** means the minimum term for which each Work Order Service shall be provided to the Client as set out in this Work Order and calculated from the Service Commencement Date, and includes 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 each Service Commencement Date. The Minimum Term is not applicable to Pay As You Go Services;
- 1.1.11 **"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;
- 1.1.12 **"Non-Recurring Charges"** means the one-off charges (if any) for the Services or Goods, including any installation fees or purchase fees, as detailed in the Work Order (and, if applicable, as amended from time to time);
- 1.1.13 **"Pay As You Go Services"** means Services described as such in the applicable Work Order, which are provided on the basis that there is no fixed Minimum Term and no commitment to paying a Fixed Charge;
- 1.1.14 **"Platform"** means a hosted, online platform owned, managed, licensed or otherwise provided by 4SIGHT or a Vendor, which may include websites, a hosted VPN environment, hub, portal or similar, through which users access XaaS Services;
- 1.1.15 **"Previous Service Provider"** means the organisation providing services similar to the Network Services and/or other Services to the Client prior to the relevant Service Commencement Date;
- 1.1.16 **"Pricing Schedule"** means the schedule of prices for the Work Order Services as set out in the Work Order, as varied in accordance with the Contract from

time to time;

- 1.1.17 **"Professional Services"** mean the services described in a Work Order (or applicable Service Document) for professional services;
- 1.1.18 **"Renewal Term"** has the meaning set out in clause 6.2;
- 1.1.19 **"Service Document"** means 4SIGHT's or a Vendor's service document current at the time of entering into and referenced on the Work Order, containing further details of the services 4SIGHT or its Vendor offers (or the component parts thereof) and any additional terms applicable thereto (including any Vendor-specific SLA), which are available via the Website, or otherwise from 4SIGHT upon request;
- 1.1.20 **"Service Date"** means the date on which 4SIGHT first issues an invoice for the relevant service;
- 1.1.21 **"SIP"** means session initiation protocol, used for controlling telecommunications sessions over internet protocol;
- 1.1.22 **"Special Terms"** means those non-standard terms agreed between 4SIGHT and the Client as set out in the Work Order;
- 1.1.23 **"Usage Charges"** means the fees (if any) for the use of a Service, calculated as set out in the relevant Pricing Schedule and the applicable Service Document and in accordance with the usage information collected by 4SIGHT's or a Vendor's monitoring and reporting systems;
- 1.1.24 **"Work Order"** means the attached, signed and dated Work Order binding on the Parties in accordance with its terms, containing information regarding the selected Work Order Services;
- 1.1.25 **"Work Order Commencement Date"** means the date at the head of this Work Order;
- 1.1.26 **"Work Order Services"** means the Services subscribed for by the Client as set out in the Work Order, including where applicable, support and maintenance services;
- 1.1.27 **"Work Order Term"** has the meaning set out in clause 6;
- 1.1.28 **"Work Order Terms"** means these terms and conditions, as incorporated into a Contract via the Work Order and the MSA; and
- 1.1.29 **"XaaS Services"** means any hosted, online data and/or cloud service, available via a Platform, which may comprise, without limitation, software as a service, platform as a service, infrastructure as a service.
- 1.2 References to "clauses" are to clauses of these terms and conditions (and not clauses of the MSA), unless otherwise stated.

2. WORK ORDER TERMS

These Work Order Terms shall apply to and be incorporated into the attached Work Order to the exclusion of all other terms and conditions save only:

- 2.1 the MSA; and
- 2.2 any Service Document.

3. USE OF THE WORK ORDER SERVICES

- 3.1 The Client contracts for the use of and 4SIGHT agrees to provide the Work Order Services throughout the Work Order Term.
- 3.2 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.
- 3.3 The Client is specifically reminded, without limitation, of clauses 4 (Client Obligations) and 5 (Client User related Obligations) in the 4SIGHT MSA Terms, including:
 - 3.3.1 the Client shall permit only its Authorised Users to use the Services, including access to any Platform; and
 - 3.3.2 The Client is responsible for ensuring that all persons who access the Platform through its internet connection or pursuant to this Contract are aware of the 4SIGHT MSA Terms regarding their Services access and use, and in respect of the Services and any Platform, the Platform Terms of Use (if any), the applicable Acceptable Use Policy (if any) and any other applicable terms and conditions 4SIGHT may reasonably notify to Client from time to time via the Website, or in writing, including all relevant Vendor terms, and that Client's users comply with them.
- 3.4 Further and as set out in the MSA, in relation to any contracted support and maintenance services to be supplied by 4SIGHT to the Client, unless otherwise agreed in writing by 4SIGHT, such Work Order Services do not include services relating to or required as a result of any of the following,

- and 4SIGHT will be entitled to make additional charges for any such services as required from time to time:
- 3.4.1 the Client's installation of any new hardware or software onto the Client Equipment not supplied or approved by 4SIGHT;
 - 3.4.2 the Client's own maintenance, repair, substitution or replacement of any Client Equipment;
 - 3.4.3 support in respect of any third party hardware or software application, whether or not connected to the Client Equipment, that is not supplied or approved by 4SIGHT;
 - 3.4.4 the addition of any third party hardware or software to the Client Equipment without 4SIGHT's agreement in writing;
 - 3.4.5 failure of the Client to maintain the necessary environmental conditions for the operation of Client Equipment;
 - 3.4.6 failure of the Client to comply with 4SIGHT's reasonable prior written recommendations relating to the use of the Client Equipment; or
 - 3.4.7 any support or maintenance undertaken to the Client Equipment by persons not authorised or approved by 4SIGHT.

4. LINE RENTAL

- 4.1 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 relevant Service Commencement Date.
- 4.2 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.
- 4.3 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 Work Order 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.

5. INDIRECT ACCESS

- 5.1 The Client shall permit 4SIGHT to attend the Client's Site to provide any Work Order Services which require physical access, including applicable support and maintenance Services and/or to programme least cost routing into the Client's telephone system to allow access to the Carrier's telephone network.
- 5.2 The Client shall be responsible for ensuring that the Client's Equipment maintenance is not jeopardised in any way as a result of requesting and/or receiving the Work Order Services.

6. WORK ORDER AND WORK ORDER SERVICE DURATION

- 6.1 The Work Order shall come into force on the Work Order Commencement Date and shall continue in full force and effect until the date which is the termination date of the last of the Work Order Services, which period (subject to earlier termination of the Work Order in accordance with these Work Order Terms or the Contract in accordance with the 4SIGHT MSA Terms) shall be the "Work Order Term".
- 6.2 A Work Order Service shall come into force on the Service Commencement Date and shall continue for the relevant Minimum Term at which point the Work Order Service shall automatically renew for additional periods each of the longer of (i) twelve (12) months and (ii) a period equal to the Minimum Term (each a "Renewal Term") unless either Party has given the other Party written notice at least sixty (60) days' prior to the expiry of the relevant Minimum Term or expiry of any subsequent Renewal Term of the relevant Work Order Service that it does not wish to renew the Work Order Service.

7. WORK ORDER CHARGES

- 7.1 Line rental for the Work Order Services shall be invoiced by 4SIGHT as a Fixed Charge, and all other Charges relating to the Work Order Services shall be invoiced by 4SIGHT in accordance with clause 10 of the 4SIGHT MSA Terms and the Pricing Schedule.
- 7.2 The Client shall pay all line rentals and other Charges for the Work Order Services invoiced by 4SIGHT within 14 days of the relevant invoice.
- 7.3 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 Work Order Services.

- 7.4 Without prejudice to clause 8.2, any limits or allowances specified by each Carrier and/or Vendor in connection with the Client's use of the Work Order Services are passed onto the Client by 4SIGHT. Should any limit be exceeded by the Client, 4SIGHT may charge the Client their standard pence per minute charge for all calls made as set out in the Pricing Schedule, together with all additional cost incurred by 4SIGHT on behalf of the Client.

8. LIMITATION OF THE WORK ORDER SERVICES

- 8.1 Due to the nature of the Work Order Services 4SIGHT cannot guarantee that the Client's call traffic will always be conveyed via the Work Order 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 charges.
- 8.2 The Client acknowledges that the Work Order Services may be made available via a Carrier and/or another Vendor. 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/or Vendor and which are related to any act or omission of the Client in connection with the use of the Work Order Services.
- 8.3 4SIGHT shall provide any contracted maintenance and/or support Services in accordance with any agreed Service Levels.

9. SUSPENSION OF WORK ORDER SERVICES

- 9.1 Clause 16 (Suspension) of the 4SIGHT MSA Terms is drawn to the Client's attention and applies in respect of this Work Order.
- 9.2 If a Carrier suspends or terminates carrier pre-selection for the Work Order Services, 4SIGHT shall notify the Client as soon as is reasonably possible after becoming aware of it and 4SIGHT shall endeavour to reinstate the Work Order Services as quickly as practicable but otherwise shall have no liability to the Client in respect of such suspension or termination.

10. WORK ORDER TERMINATION

Without prejudice to Clause 17 of the 4SIGHT MSA terms:

- 10.1 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.
- 10.2 4SIGHT reserves the right to cancel a Work Order Service where the Carrier rejects the Work Order Service 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.
- 10.3 Without prejudice to any of 4SIGHT's rights and remedies, if the Client ceases to route its calls by means of relevant Work Order Services without providing notice of disconnection or termination under clause 6.2, the Client shall remain liable to 4SIGHT for the cost of all calls made via 4SIGHT's Equipment or 4SIGHT's Site (including made fraudulently by third parties).
- 10.4 4SIGHT may suspend or withdraw the SIP "Presentation Calling Line Identity" service without liability to the Client where:
 - 10.4.1 following a configuration change the Client fails to make at least one test call within twenty (20) Working Days;
 - 10.4.2 the Client reverses the configuration change;
 - 10.4.3 the presentation number is being misused in any way; and/or
 - 10.4.4 the presentation number is connected to a revenue sharing number that generates excessive or unexpected call charges.

11. CONSEQUENCES OF TERMINATION, PORTING AWAY AND MINIMUM SPEND

Without prejudice to Clause 18 (Consequences of Termination) of the 4SIGHT MSA Terms:

- 11.1 in respect to Network Services and XaaS services, if they are in whole or in part disconnected on the instructions of the Client, or the Work Order 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:
 - 11.1.1 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
 - 11.1.2 in respect of call and other non-periodic charges, 50% of (i) the Minimum Month's Call Charges per month and (ii) the average monthly Usage Charges over the six preceding months prior to Client's termination, for the 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
 - 11.1.3 any termination or porting away charges imposed on 4SIGHT by the Carrier or Vendor (as applicable).