

CSUK CALLROUTE SERVICES AGREEMENT

1. Interpretation

The definitions and rules of interpretation in Schedule 1 apply to these Terms.

2. Order Acceptance

2.1 At any time within 15 days after the Effective Date Company may terminate the Contract without liability to the Customer immediately by giving written notice to the Customer. On termination pursuant to this clause Company shall refund any Fees paid by the Customer for the period after termination of the Contract after deducting any Fees for the Customer's use of the Service on or before termination.

3. Connection

3.1 As part of the initial set-up process the Customer shall provide Company with the administration credentials. Such administration credentials shall include the primary physical address at which the Customer will be using the Services. Unless otherwise notified to Company the primary physical address shall be deemed to be the Customer's address set out in the Order Confirmation. The Customer must promptly notify Company of any changes to the administration credentials.

3.2 The Customer shall ensure that it promptly complies with any minimum hardware, software and internet protocol requirements as may be specified by Company for the purpose of establishing connection between the Customer System and the Service. The Customer shall bear its own costs of establishing the connectivity. In particular, the Customer acknowledges that it is the Customer's responsibility to maintain adequate broadband connections in order to access the Service.

3.3 When Company considers that the Services are ready for activation it shall notify the Customer.

4. Scope of Services

4.1 During the Term and subject to clause 4.2, Company will supply the Services to the Customer in accordance in all material respects with the Contract.

4.2 Company shall have the right to make any changes to the Services which are necessary to comply with any applicable statutory or regulatory requirement or which do not materially detrimentally affect the nature or quality of the Services.

4.3 Any dates quoted for delivery of the Services are approximate only, and the time of delivery is not of the essence.

4.4 The Customer acknowledges and accepts that:

4.4.1 the Service may not provide all features usually provided by a traditional telephone line and that the Service may be interrupted or otherwise affected by events outside Company's control these may include power disruption, failure of internet service providers or broadband connection;

4.4.2 public emergency call services (including those services accessed via 999 and 112) (Emergency Services) can be accessed via the Service from within the United Kingdom of Great Britain and Northern Ireland but cannot be accessed outside of such territory

and will not be available if the Service is interrupted or unavailable or otherwise not accessible by the Customer or any User;

4.4.3 the Customer must procure that the Customer and all Users have an alternative means of accessing the Emergency Services;

4.4.4 where the Customer or any User accesses Emergency Service via the Service:

4.4.4.1 only the primary location of the Customer (as provided to Company pursuant to clause 5.1) will be provided to the Emergency Services and it is the Customer's or any User's responsibility to notify the Emergency Services of any other relevant location; and

4.4.4.2 the Emergency Services may not be able to identify the Customer or any User's telephone number or hold the line open if the call disconnects or terminates for any reason;

4.4.5 the Customer may not be able to port its telephone numbers to Company or from Company to any other telecommunications provider; and

4.4.6 transferring the Customer's telephone number to another telecommunications provider will not automatically terminate this Agreement and all Fees payable under this agreement shall continue to be payable unless or until the Contract is terminated.

4.5 The Customer acknowledges and agrees that Company may suspend the Service from time to time to perform scheduled and unscheduled maintenance on the Service. Company will use reasonable endeavours to notify the Customer of any scheduled maintenance.

5. Company's Obligations

5.1 Company warrants to the Customer that the Services will be provided using reasonable care and skill.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Company's instructions, or modification or alteration of the Services by any party other than Company or Company's duly authorised contractors or agents.

5.3 Company:

5.3.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that the Services will meet the Customer's requirements; or

5.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet and including those networks and facilities of Company's suppliers, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6. User Access

6.1 Company hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Users to use the Services during the Term solely for the Customer's internal business operations.

6.2 In relation to Users, the Customer undertakes that each User shall keep a secure password for its use of the Services and that each User shall keep its password confidential and it will not allow any User to use the Services in a manner which is contrary to this Contract.

6.3 The Customer shall, and shall procure that Users shall, comply with the [Acceptable Use Policy](#).

6.4 The Customer shall not use and shall ensure that no User or other person uses the Services:

- 6.4.1 for storing, reproducing, transmitting, communicating or receiving any material in breach of any law, regulations, code of practice or in breach of the Acceptable Use Policy;
- 6.4.2 fraudulently or for any unlawful or illegal purpose;
- 6.4.3 to make or send offensive, obscene, indecent, menacing, abusive, nuisance, spam or hoax calls or messages;
- 6.4.4 to cause annoyance, inconvenience or needless anxiety to any person;
- 6.4.5 in a manner which, in Company's opinion, is likely to have a detrimental effect on the quality of the Service or any other service that Company may provide to its customers;
- 6.4.6 for sending a communication which is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or causes damage or injury to any person or property; or
- 6.4.7 in a manner or for a purpose that is Outside Normal Business Use.

6.5 The Customer shall not and shall procure the Users shall not:

- 6.5.1 attempt to disable any security features or other technological functionality or features of the Services;
- 6.5.2 use the Services to provide services to third parties;
- 6.5.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except as expressly permitted under the Contract, or
- 6.5.4 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause.

6.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Company.

6.7 The rights provided under this clause are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

6.8 The Customer shall indemnify and keep indemnified Company against all or any claims and associated costs, damages or expenses made by any third party as a consequence of any breach by or other act or omission of the Customer under or in relation to the Contract.

7. The Customer's Obligations

7.1 It is the Customer's responsibility to ensure that:

- 7.1.1 the Customer co-operates with Company in all matters relating to the Services;
- 7.1.2 the Customer provides Company with such information, data and materials Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all respects;
- 7.1.3 the Customer complies with all applicable laws and regulations (including all applicable technology control or export laws and regulations) with respect to the Customer's activities under the Contract (including its, and any User's, use of the Service);
- 7.1.4 the Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary for Company, its contractors and agents to perform their obligations under the Contract, including without limitation the Services;
- 7.1.5 its network and systems comply with the relevant specifications provided by Company from time to time; and
- 7.1.6 the Customer procures and maintains its network connections and telecommunications links from its systems to Company's systems, and Company shall not be liable for any problems, conditions, delays, delivery failures and any other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

7.2 If Company's ability to perform the Services is prevented or delayed by any failure by the Customer to fulfil any obligation:

- 7.2.1 Company will be entitled to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve Company from the performance of the Services, in each case to the extent the Customer Default prevents or delays performance of the Services. In certain circumstances the Customer Default may entitle Company to terminate the Contract;
- 7.2.2 Company will not be responsible for any costs or losses the Customer sustains or incurs arising directly or indirectly from Company's failure or delay to perform the Services; and
- 7.2.3 it will be the Customer's responsibility to reimburse Company on written demand for any costs or losses Company sustains or incurs arising directly or indirectly from the Customer Default.

7.3 If any unauthorised use is made of the Services and such use is attributable to the act or default of, or through, the Customer then, without prejudice to Company's other rights and remedies, the Customer shall immediately be liable to pay Company an amount equal to the Fees that Company would have charged, had the Customer authorised the unauthorised use at the beginning of the period of that unauthorised use together with interest at the rate provided from the date of that unauthorised use to the date of payment.

8. Customer Data

8.1 The Customer acknowledges and agrees that Company (and its authorised sub-contractors and suppliers acting on Company's behalf) may process data collected from or received by it in relation

to the Customer's use of the Services and may use such data for research and development purposes including for the purposes of updating and improving the Services generally for all customers of Company.

9. Data Protection

9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

9.2 Company's [Privacy Policy](#) sets out information about how Company processes personal data as a controller.

9.3 The parties acknowledge that:

9.3.1 if Company processes any personal data on the Customer's behalf when performing its obligations under the Contract, the Customer is the controller and Company is the processor for the purposes of the Data Protection Legislation; and

9.3.2 the personal data may be transferred or stored outside the EEA or the country where the Customer and the Users are located in order to carry out the Services and Company's other obligations under the Contract.

9.4 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Company for the duration and purposes of the Contract so that Company may lawfully use, process and transfer the personal data in accordance with the Contract on the Customer's behalf.

10. Charges and Payment

10.1 At any time during the Term, Company may, by giving written notice to the Customer increase the price of the Services to reflect any increase in the cost of the Services that is due to any factor beyond Company's control (including foreign exchange fluctuations, increases in taxes and duties, increase in the cost of telecoms services, fuel and increases in labour, materials and other supply costs) and unless other agreed in writing by Company, the price increase shall take effect from the date of the notice.

10.2 The Customer acknowledges and accepts that where Fees for the Services are calculated based on usage of the Services the Fees shall be calculated using the data recorded or logged by (or on behalf of) Company and not data recorded or logged by the Customer.

10.3 The Customer shall pay all Fees for the Services whether the Customer or someone else uses the Services. Company shall not be under any obligation to monitor the Customer's calls, call or data usage and/or patterns of usage.

10.4 The Fees shall continue to be payable during any period of suspension or restriction of the Services.

10.5 Company will consider billing queries from the Customer only if such queries are made in writing within 7 days of the date of the applicable invoice.

11. Intellectual Property Rights

The Customer acknowledges and agrees that Company and/or its licensors own all Intellectual Property Rights in the Service and the Documentation. Except as expressly stated in the Contract, the Contract does not grant the Customer any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the Documentation.

12. Limitation of Liability: Your Attention Is Particularly Drawn To This Clause

12.1 Company's total liability to the Customer in respect of any individual claim arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to a sum equal to the aggregate Fees paid by the Customer in accordance with the Contract during the six months preceding the date acknowledged by the Customer as being the date of the claim (such acknowledgement not to be unreasonably withheld).

12.2 Company's total liability to the Customer in respect of all claims arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate fee paid by the Customer in accordance with the Contract or (where the Contract operates for more than 12 months) the Fees shall be deemed to be the average sum paid to Company in a 12-month period of the Contract.

13. Suspension

13.1 Without affecting any other right or remedy available to it, Company may in its sole discretion disable the Customer's or any User's access to the Services and/or restrict or block any traffic to or from the Customer immediately and without liability to the Customer if:

13.1.1 Company reasonably believes that the Customer or any User is in breach of the Contract;

13.1.3 if the Customer or any User's use of the Service presents a security risk to any other person;

13.1.4 if Company reasonably believes that suspending the Service is necessary in order to protect the Service, Company, or any user of Company's Callroute service; or

13.1.5 if required to do so by any order or request of government or other competent authority or if required by law or regulation.

14. Term and Termination

14.1 The Contract for these Services shall commence on the date specified in the Contract. Unless terminated earlier in accordance with this clause, the Contract shall continue for an initial term of 12 months from the Effective Date (Minimum Period) and shall continue after the Minimum Period until terminated in accordance with this clause (the Term).

14.2 The Customer may terminate the Contract as follows:

14.2.1 by giving not less than 30 days prior written notice to Company such notice to expire on or after the expiry date of the Minimum Period; or

14.2.2 at any time during the Minimum Period by giving not less than 30 days prior written notice to Company and paying the Early Termination Fee to Company.

14.3 If the Customer terminates the Contract before the expiry of the Minimum Period, the Customer shall pay the Early Termination Fee to Company.

14.4 Company may terminate the Contract immediately by notice in writing if:

14.4.1 the Customer is in breach of its obligations under this Contract;

14.4.2 if there is a change of control of the Customer; or

14.4.3 if Company's licence or authorisation to provide the Service expires or is revoked or Company is otherwise unable to provide the Service due to a change in applicable law or regulatory requirement or due to the termination of its contract with any supplier of goods and services necessary to enable Company to provide the Services.

14.5 Company may terminate the Contract at any time without liability to the Customer by giving not less than 30 days written notice to the Customer.

14.6 If the Customer is using the Callroute Portal they may terminate some elements of the Services, but not all, of the lines, seats, extensions or other features of the Services at any time via the process set out on the Callroute Portal.

14.7 On termination of the Contract for any reason:

14.7.1 any outstanding Fees become immediately due and payable; and

14.7.2 all licences granted under the Contract shall immediately terminate.

14.8 On termination of the Contract by the Customer pursuant to this clause, Company will refund the Customer in full for any Fees paid for the Services for the period after termination Provided That Company may deduct from any refund any Fees due for the period up to termination and any Early Termination Fee payable by the Customer.

14.9 Termination of the Contract for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

Schedule 1

Definitions and Interpretation

The definitions and rules of interpretation in this clause apply in these Terms.

Acceptable Use Policy

Sipsynergy's Acceptable Use Policy set out on the Site, or such other web address notified by Company to the Customer from time to time and as amended from time to time.

Company

The Callroute service is operated by Communications Solutions UK Ltd and its partner Sipsynergy Limited. Sipsynergy Limited (company number 07613922) (**Sipsynergy**) is a company registered in England and Wales and its registered office is at Wessex House, Upper market Street, Eastleigh, Hampshire SO50 9FD.

Contract

The Customer Service Agreement that references these service specific terms.

Customer

As defined in the Customer Service Agreement.

Customer Data

The data inputted or transferred by the Customer, Users, or Company on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer System

Any information technology system or systems owned or operated or used by the Customer and/or any User from which Customer Data originates and/or to which Customer Data are delivered or within which Customer Data is distributed accordance with the Contract, including any mobile device owned or operated by the Customer or any User, the Customer's data processing facilities, hosted services provided to the Customer by a third party, data files and documents needed for processing and systems for the permissioning and control of the Services.

Documentation

The documentation that may be made available to the Customer by Company online which sets out a description of the Services, any limitations of the Services and the user instructions for the Services.

Early Termination Fee

The balance of the Fees that would have been payable to Company by the Customer under the Contract during the Minimum Period.

Outside Normal Business Use

Persistent use by or for third parties who are not employees of the Customer; use by third parties who are not registered Callroute users; frequent changes to telephone numbers registered for use with clients registered with Company; operating an outbound call centre; telemarketing; auto-dialling or fax/voice blasts; use without making a live call; unique numbers called; different numbers called; excessive call forwarding, transferring or conferencing; other use of the Service which puts an excessive load on the Callroute system or adversely affects the service that Company provides to its other customers or which Company reasonably considers outside normal business use.

Services

The Callroute services provided by Company to the Customer under the Contract, as more particularly described in the Documentation.

Third Party Services

Any hosted or other services provided by third parties which are to be provided to the Customer by Company as part of the Services.

Users

Those employees or agents or Customers of the Customer who are authorised by the Customer to use the Services and the Documentation.