

Legal

# The National Business Network Ltd Terms of Service for Cisco WebEx & SIP Trunks

*As from:* March 10th, 2023

**THESE TERMS OF SERVICE**, including the Order(s) and any applicable Service Attachments, which by this reference are incorporated herein (“**Agreement**”), are a binding agreement between The National Business Network Ltd UK Limited, a company registered in England and Wales with company number 5503461, (“The National Business Network Ltd”), and the legal entity identified in the Order (“**Customer**”). The National Business Network Ltd and Customer may be individually referred to as a “**Party**” or collectively as the “**Parties**”.

**The National Business Network Ltd provides services and equipment intended solely for business use, pursuant to the terms and conditions set forth in this Agreement and on the condition that customer accepts and complies with this Agreement. By electronically signing this Agreement, Customer (a) accepts this agreement and agrees that Customer is legally bound by its terms; and (b) represents and warrant that: (i) its representative is 18 years of age or of legal age to enter into a binding agreement; and (ii) has the right, power, and authority to enter into this agreement on behalf of the corporation, governmental organisation, or other legal entity, and to bind such organisation to these terms. If Customer does not agree to the terms of this agreement, neither Customer nor its End Users may not download, install, or use the services or equipment.**

The Parties agree as follows:

## 1. Definitions

Capitalised terms not defined have the meaning given to them in Exhibit A.

## 2. Ordering and Term

### A. Ordering Services

Customer may order Services by submitting electronically an Order in the format provided by The National Business Network Ltd on The National Business Network Ltd website or, for subsequent orders, via email order in writing which must be accepted by a TNBN staff member. The Order will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products leased, licenced or sold to Customer, if any. An Order will become binding when it is executed by the Customer and accepted by The National Business Network Ltd. The National Business Network Ltd may accept an Order by commencing performance of the requested Services. The Services will begin on the Start Date. Customer may purchase additional Services, software, and equipment through orders by emailing [service@tnbn.co.uk](mailto:service@tnbn.co.uk) or calling The National Business Network on 0800 019 5562.

## **B. Service Descriptions**

The Service Attachment(s) applicable to Customer's Services are incorporated into and forms a part of this Agreement.

The National Business Network Ltd Cisco WebEx is a cloud-based unified communications service that includes enterprise-class voice, fax, text, call handling, transfer of calls and mobile apps, and capability that integrates with a growing list of applications. For a list of applications please email [service@tnbn.co.uk](mailto:service@tnbn.co.uk) The National Business Network SIP Trunks service is a cloud based unified communications service connecting a customers PBX to cloud based lines through data centres.

## **C. Equipment**

Customer may purchase equipment from The National Business Network Ltd for use with the Services. All hardware comes with 12 months warranty and can only be returned for a like for like product if the fault is due to electronic failure and not man handled failure. After 12 months has passed from date of purchase and you experience any failure you would have to re purchase the item from The National Business Network Ltd or another supplier.

The Term of this Agreement will commence on the Effective Date or date you become live and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

## **E. Services Term and Automatic Renewal**

The Services Term will begin on the Start Date of the initial Order and continue for the initial term set forth in the initial Order ("Initial Term"). Upon expiration of the Initial Term, recurring Services will automatically renew for successive periods of the same length as the Initial Term (each a "Renewal Term") unless the Customer gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to the Account after the initial Order is submitted will start on the Start Date of the subsequent Order, will run conterminously with the then-current Term of any pre-existing Services, and will be billed on the same billing cycles as the pre-existing Services.

## **3. Invoicing and Payment**

### **A. Prices and Charges**

All prices are identified in British pound sterling or euros, as identified on the website or Administrative Portal. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account.

Recurring charges for the Services begin on the Start date and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licences, minute bundles, and equipment rental fees) will, once incurred, remain in effect for the then-current Term. The National Business Network Ltd will provide notice of any proposed increase in such charges

no later than thirty (30) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term.

Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

#### **B. Billing and Payment**

Any equipment must be purchased via valid credit or debit card at the time of purchase. By providing a valid credit or debit card, Customer is expressly authorising any equipment charges and fees to be charged to such payment card. Recurring charges (such as monthly phone bills for your services) are billed by Direct Debit associated with your Account. Credit and debit card payments are subject to the approval of the card issuer, and The National Business Network Ltd will not be liable in any way if a card issuer refuses to accept a credit or debit card for any reason. Customer is responsible for any credit card chargeback or similar fees for refused or rejected payments that The National Business Network Ltd is entitled to charge under this Agreement. If the payment card or Direct debit associated with Customer's Account is declined or fails for any reason, The National Business Network Ltd will send Customer a notice using the contact information associated with Customer's Account. The National Business Network Ltd may continue to attempt charging Customer's payment card or Direct debit for outstanding charges and additional fees along with any other rights and remedies available to The National Business Network Ltd under this Agreement, at law or in equity.

Unless otherwise stated at the time of purchase or on the billing statement, payment is due in full, without deduction or set-off, within thirty (30) days of the date on the billing statement. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) the rate provided for pursuant to the Late Payment of Commercial Debts (Interest) Act 1998; or (ii) the highest rate allowed by Law. The National Business Network Ltd's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) will not waive, limit, or prejudice in any way The National Business Network Ltd's rights to collect any amount due. The National Business Network Ltd may terminate the Services and this Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.

#### **C. Taxes**

All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to The National Business Network Ltd so that the amount received by The National Business Network Ltd after the withholding tax is deducted is the full amount The National Business Network Ltd would have received if no withholding or deduction had been made.

#### **D. Billing Disputes**

If a customer reasonably and in good faith disputes any portion of The National Business Network Ltd's charges, it must provide written notice to The National Business Network Ltd within thirty (30) days of the billing date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the billing statement will not excuse Customer's obligation to timely pay the undisputed portion of the billing statement. Upon resolution, Customer must pay any unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future charges. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

### **4. Provision of the Service**

#### **A. General Terms**

The National Business Network Ltd will provide the Services as described in the relevant Service Attachment. The National Business Network Ltd may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

#### **B. Customer Care**

- The National Business Network Ltd will make remote support available to Customer's between Monday to Friday from 9am till 5pm. We will attempt to resolve technical issues with, and answer questions regarding the use of the Services. Onsite and implementation services are not included in The National Business Network Ltd Customer Care support.

#### **C. Professional Services**

The National Business Network Ltd offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms.

#### **D. Subcontracting**

The National Business Network Ltd may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that The National Business Network Ltd will bear the same degree of responsibility for acts and omissions for those subcontractors acting on The National Business Network Ltd's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by The National Business Network Ltd directly.

## **5. Use of the Service**

### **A. Service Requirements**

The Services are dependent upon Customer's maintenance of sufficient Internet access, networks and power. The National Business Network Ltd will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet The National Business Network Ltd's Technical Sufficiency Criteria found below.

The Services require a properly configured, high performance, enterprise-grade broadband IP network and connection with firewalls ports open to allow access for voice. Use of the Services with any network, services, or connection not compatible with the Services may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilising the same network, services, or connection. Likewise, 2G, 3G, or LTE networks are not recommended for use with the Services. Customer will provide and maintain, at its own cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for the Services to connect to and use such network, services, and connection.

To minimise unauthorised use, Customer should (a) disable international calling for all Digital Lines, extensions or Accounts for which such calling activity is not needed or not authorised; (b) restrict international calling destinations to those that are needed and authorised; (c) block inbound calls from any caller and area codes from which Customer does not wish to receive calls and block inbound calls with no caller identification if appropriate; (d) disable attachment of facsimile image and voicemail audio files to message notification emails associated with Customer's Account(s) and/or individual Digital Lines or extensions for which such functionality is not required and to the extent that such files may include sensitive or confidential content.

### **B. Use Policies**

Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer may not use, or permit the use of the Services, to interfere with the use of The National Business Network Ltd's service by others or with the operation of The National Business Network Ltd Network. Customer may not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement.

The National Business Network Ltd may update the Use Policies from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer.

#### **1. Acceptable Use Policy**

The Services must be used in accordance with The National Business Network Ltd's Acceptable Use Policy, available below.

The Services (including any device, system, network, or account used in connection with the Services, or The National Business Network Ltd Network) may not be used to:

- **Illegal activity.** Violate any applicable law, including U.S. federal, state, or local laws or regulations, or any applicable law or regulation of any foreign jurisdiction.
- **Infringing activity.** Infringe, misappropriate, or otherwise violate The National Business Network Ltd's or anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise; or display or use The National Business Network Ltd's marks without consent or in violation of The National Business Network Ltd policies.
- **Auto-dialling; trunking; traffic pumping.** Perform auto-dialling or "predictive dialling" in an abusive manner; trunk or forward your The National Business Network Ltd phone or fax number to other numbers that handle multiple simultaneous calls or to a private branch exchange (PBX) or a key system; traffic pumping or access stimulation of calls through the Services or The National Business Network Ltd Network.
- **Minors.** Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).
- **Interference; transmit viruses.** Interfere, inhibit, compromise, or otherwise harm the Services or The National Business Network Ltd Network (regardless of intent or knowledge); transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- **Objectionable activity.** Act in an indecent, offensive, threatening, harassing, defamatory, libellous, fraudulent, malicious, disruptive, tortious, or other objectionable manner; or create a false caller ID identity (i.e., ID spoofing), forge addresses or headers, or otherwise mislead others about a sender's identity or origin.
- **Driving; safety.** Use while driving or otherwise in an unsafe manner.
- **Harvest information; spam; bulk messages.** Harvest or collect information about third parties or End Users without consent; send bulk communications or other content without the recipient's consent.
- **Excessive or unauthorised use.** Use any device, system, network, account, plan, or the Services in an unauthorised manner or in excess of reasonable business use.
- **Circumvent compliance or security.** Take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Services, security mechanisms, or compliance with this AUP or any law.
- **Interception.** Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose.

**Resale Prohibited.** Customer may not sell, resell, sublease, assign, license, or sublicense the Services or any component thereof or use or offer the same on a service-bureau or time-sharing basis.

**High Risk Use Prohibited. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN SUBSTANTIAL LIABILITY OR DAMAGES, PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE.**

**CUSTOMER SHALL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.**

The list above is not exhaustive or exclusive. For purposes of this AUP, “End User” means an individual user of the Services, and may be a natural person, and may include but is not limited to a Customer’s employees, consultants, clients, external users, invitees, contractors and agents. Except as otherwise provided, terms defined in the Agreement have the same meanings when used in this AUP. The Services must be used only in accordance with and subject to The National Business Network Ltd’s Emergency Services policy and Privacy Notice.

The National Business Network Ltd may act immediately and without notice to suspend or terminate the Services if, in The National Business Network Ltd’s sole discretion, Customer’s or its End Users’ use of the Services violates the terms of this Acceptable Use Policy.

Notwithstanding anything to the contrary in this Agreement, The National Business Network Ltd may act immediately and without notice to suspend or limit the Services if The National Business Network Ltd reasonably suspects fraudulent or illegal activity in the Customer’s Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of The National Business Network Ltd Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. The National Business Network Ltd will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact The National Business Network Ltd Support in advance to avoid any Service disruption.

## **6 Emergency Services**

The National Business Network Ltd’s policy governing the provision of emergency services accessed via the Services is:

A. The National Business Network Ltd provides access to emergency calling services, allowing most The National Business Network Ltd users to access either 999/112 emergency services. The National Business Network Ltd Office users with a Digital Line, using IP Desk Phones or Softphones, can dial 999/112 emergency services directly from their IP Desk Phones or Softphone. **VIRTUAL EXTENSIONS AND MOBILE USERS WITHOUT A DIGITAL LINE CANNOT COMPLETE 999/112 CALLS.**

Emergency calling services work differently than you may have experienced using traditional wireline or wireless telephones. Your access may differ depending on your location or the device you are using.

## **B. Registering Your Location**

You must register the address of the physical location where you will use each Digital Line with The National Business Network Ltd immediately upon activation of your End Point. This is your Registered Address. You or your Account Administrator must accurately register each individual line through your Digital Line Settings or the Administrative Portal. You must use The National Business Network Ltd voice services only at the Registered Address provided for the applicable Digital Line. **If you move a registered device, you must immediately update the Registered Address with the new physical location of the device with The National Business Network Ltd through the Administrative Portal or in your account settings. If you do not update the Registered Address, any 999/112 emergency services calls made from the device may be sent to the wrong emergency response centre and will not transmit your current location information to emergency responders, delaying emergency assistance to you.** It may take up to several hours for the address update to take effect. Customers with more than one Digital Line are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each Digital Line, and that their End Users are aware of how the Registered Address can be changed.

## **C. Service limitations**

The National Business Network Ltd 999/112 emergency service dialling will not function (i) in the event of an Internet or power outage; (ii) if your broadband, ISP, or The National Business Network Ltd Service is terminated; and (iii), with respect to only The National Business Network Ltd Mobile Application, if you do not have mobile service, as The National Business Network Ltd Mobile Application cannot send emergency calls over Wi-Fi access. It is possible that network congestion may delay or prevent completion of any 999/112 emergency services call. You will not be able to complete a 999/112 emergency services call if you move to a physical location outside the country in which your Digital Line is provided.

**Users uncomfortable with any of these limitations should use an alternate means of reaching 999/112 emergency services.**

## **D. How it Works**

When you dial 999/112 emergency services using voice services from The National Business Network Ltd, The National Business Network Ltd phone number and the Registered Address you have provided is sent to the local emergency centre serving your location. In some areas, emergency operators have access to this information; however, in other areas the emergency operator answering the call may not be able to see your The National Business Network Ltd telephone number or your Registered Address. You should always be prepared to provide the emergency operator with your The National Business Network Ltd telephone number and Registered Address in case the call is dropped or disconnected. If you are unable to speak, the emergency operator may not be able to send help to your location and/or call you back should the call be disconnected. The National Business Network Ltd does not control whether or not the emergency operator receives your telephone number and Registered Address.

In some cases, 999/112 emergency services calls dialled from your The National Business Network Ltd Office device cannot be directed to the local emergency response centre and are instead directed to a non-location based Emergency Call Centre (the “ECC”). That might



happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 999/112 emergency services network. 999/112 emergency services calls that are directed to the ECC may not include your The National Business Network Ltd telephone number or your registered address. Trained operators at the ECC will request your name, location, and telephone number and attempt to reach emergency responders in your local area. Until you give the operator your phone number, and location, he/she may not be able to call you back or dispatch help to your location if the call is dropped or disconnected.

#### **E. Mobile Applications**

Calls to 999/112 emergency services placed through The National Business Network Ltd Mobile Application on a smartphone are automatically routed to the native dialler on the smartphone, and the call will be handled by your wireless service provider if wireless service is available. If your wireless service is unavailable, the 999/112 emergency services call cannot be placed. The National Business Network Ltd Mobile Application cannot place emergency calls over Wi-Fi access. Emergency dialling is not available through The National Business Network Ltd Mobile Application on tablets or other mobile devices without a native phone dialler and a wireless service plan.

#### **F. Notification of Employees, Guests, or Other Users**

Customers must notify any employees, contractors, guests, or persons who may place calls using the Services or may be present at the physical location where the Services may be used, of the limitations of The National Business Network Ltd 999/112 emergency service from your The National Business Network Ltd IP phone, other equipment, or The National Business Network Ltd Softphone. Where required, Customer must affix a The National Business Network Ltd-provided sticker warning that 999/112 emergency services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Services.

#### **G. Disclaimer of Liability for Emergency Call Response**

**Your use, and use by your employees, guests and other third parties of The National Business Network Ltd's 999/112 emergency services dialling is subject to the limitations described herein.** The availability of certain features, such as transmission of a Registered Address or your The National Business Network Ltd telephone number, depends on whether local emergency response centres support those features, and other factors outside of The National Business Network Ltd's control. The National Business Network Ltd relies on qualified third parties to assist us in routing 999/112 emergency services calls and text messages to local emergency response centres and to the ECC. The National Business Network Ltd does not have control over local emergency response centres, the ECC, emergency responders, or other third parties. The National Business Network Ltd disclaims all responsibility for the conduct of local emergency response centres, the ECC, third parties engaged by Customer to facilitate address updates, and all other third parties involved in the provision of emergency response services. To the extent permitted by applicable Law, you hereby release, discharge, and hold harmless The National Business Network Ltd from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 999/112 emergency services call. Customer indemnifies and holds harmless The National

Business Network Ltd, and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) Customer or its End User's provision to The National Business Network Ltd of incorrect information, including physical addresses, or failure to update a Registered Address; (ii) Customer's failure to properly notify any person who may place calls using the Services of the 999/112 emergency services limitations; or (iii) the absence, failure, or outage of emergency service dialling using the Services for any reason; and (iv) the inability of any End User to be able to dial 999/112 or access emergency service personnel for any reason.

## **7 Numbering Policies**

The provision, use, and publication of numbers used in conjunction with the Services are governed by The National Business Network Ltd's Numbering Policies which is:

### **A. Number Availability**

The National Business Network Ltd makes available phone numbers for use with voice and facsimile services, which Customer may select for assignment to the Customer's Account. The National Business Network Ltd's listing of a number as available may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment. In the event a chosen number is not actually available, The National Business Network Ltd may remove such number from an Account.

### **B. Number Porting (Number Port-In Request Procedures)**

Customer must keep its existing service active in order to port a phone number to The National Business Network Ltd.

In order to request the porting of a telephone or facsimile number into an Account, the Account Administrator for the Account into which you wish the telephone or facsimile number to be ported must log in to the Admin Portal for such Account and complete all steps and provide all information requested as part of the number port-in request process (which may include without limitation providing an executed Letter of Agency) or as otherwise requested by The National Business Network Ltd.

In order to port more than 100 phone numbers from the same third-party service provider account into The National Business Network Ltd Account, you must contact The National Business Network Ltd's Project Porting Department at [service@tbn.co.uk](mailto:service@tbn.co.uk) and comply with their instructions.

### **C. The Number Porting Process**

In order to request the porting out to another services provider of a telephone or facsimile number currently assigned to an Account, you must follow the instructions specified by that services provider and must provide all information and cooperation requested by the relevant other services providers, The National Business Network Ltd, or any other relevant third party. The porting of phone numbers into or out of an Account requires Customer's provision of specific and detailed information to The National Business Network Ltd and/or other

service providers, and procedures imposed by other service providers or The National Business Network Ltd in order to comply with law and industry standards. Therefore, the completion of any number port request may depend on factors outside of The National Business Network Ltd's control, including delays caused by Customer and/or other service providers.

#### **D. Unauthorised Port Outs**

The National Business Network Ltd is required by law to comply with any valid porting request. Phone numbers may be ported out from an Account due to acts or omissions of third parties, and it may be difficult or impossible for The National Business Network Ltd to: (i) prevent such port-outs; (ii) retrieve numbers ported out of an Account; or (iii) port such numbers back into an Account. The National Business Network Ltd has no responsibility or liability due to such port-outs.

#### **E. Accurate Porting Information.**

Customer represents and warrants that all information provided in connection with any request to port in or port out numbers to or from The National Business Network Ltd Services (including without limitation any information or representations in any Letter of Agency) by Customer or any party acting on its behalf or direction will be true, accurate, and up-to-date.

#### **F. Customer Compliance with Porting Laws**

The porting of numbers is subject to telecommunications and other Laws and may be subject to third-party terms and conditions. Customer, and/or any party acting on Customer's behalf, shall not: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any telephone or facsimile number or change or attempt to change any party's telephony service provider without first obtaining the proper, requisite consents and authorisations; or (iii) violate contractual or other obligations to service providers or other third parties.

#### **G. Release of Numbers**

In the event of Account termination or cancellation, all telephone numbers associated with the Account which have not previously been ported to another provider may be released. The cancellation of individual Digital Lines may result in the release of the associated numbers if those numbers have not previously been ported to another provider. Customer is solely responsible for working with its new third-party provider to port out any numbers prior to termination or cancellation of Customer's Account or Services, or any individual line.

#### **H. Number Publication by Customer**

All new number assignments are provisional until verified by The National Business Network Ltd and confirmed by Customer. Customer shall not publicise, list, or communicate any number that assigned to the Account, or purchase or invest in any materials or media reflecting any such number unless and until Customer has confirmed that such number(s) is(are) active and functioning as desired. Acceptable methods of confirmation include test calling such number(s) from a non-The National Business Network Ltd service plan and

verifying that the fees and charges that will be incurred in connection with use of such number(s) are acceptable to Customer.

## **8. Termination**

### **A. Termination for Cause**

Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party if the other Party: i) breaches any material term of this Agreement and fails to cure such breach within thirty (30) days (unless stated in another order such a 3 or 5 year plan) after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

### **B. Effect of Termination**

- If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to The National Business Network Ltd's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and The National Business Network Ltd will provide Customer a pro-rata refund of all any prepaid and unused fees or charges paid by Customer for terminated Services.
- If this Agreement or any Services are terminated for any reason other than as a result of a material breach by The National Business Network Ltd or as set forth in Section 14(J) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of The National Business Network Ltd, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term.

## **9. Intellectual Property**

### **A. Limited Licence**

1. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, The National Business Network Ltd grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable licence to use any software provided or made available by The National Business Network Ltd to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
2. Customer will not, and will not allow its End Users, to:

- Sublicence, resell, distribute or assign its right under the licence granted under this Agreement to any other person or entity;
- modify, adapt or create derivative works of the Software or any associated documentation;
- reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;
- use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorised to use;
- create any competing Software or Services; or
- remove any copyright or other proprietary or confidential notices on any Software or Services.

## **B. IP Rights**

### **1. The National Business Network Ltd's Rights**

Except as expressly provided in this Agreement, the limited licence granted to Customer under Section 7(A) (Limited Licence) does not convey any ownership or other rights or licences, express or implied, in the Services, any related materials, or in any Intellectual Property and no IP Rights or other rights or licences are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by The National Business Network Ltd and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of The National Business Network Ltd Services may violate third-party IP Rights.

### **2. Customer Rights**

As between The National Business Network Ltd and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to The National Business Network Ltd a limited, personal, non-exclusive, royalty-free, licence to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licences, consents, authorisations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

## **C. Use of Marks**

Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

## **10. Confidentiality**

### **A. Restrictions on Use or Disclosures by Either Party**

During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such

Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorised disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

## **11. Data Protection**

### **A. Data Privacy**

The National Business Network Ltd respects Customer's privacy and will only use the information provided by Customer to The National Business Network Ltd or collected in the provision of the Services in accordance with: (a) the Privacy Notice, available at: <http://www.tnbn.co.uk/privacy-policy/> and (b) The National Business Network Ltd's Data Protection Agreement, available at <http://www.tnbn.co.uk/cookie-policy/>; each of which are hereby incorporated by reference. The National Business Network Ltd may update the Privacy Notice and the Data Protection Agreement from time to time and will provide notice of such update to Customer at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

### **B. Data Security**

The National Business Network Ltd will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorised use, disclosure, or modification.

Customer must protect all End Points using industry-standard security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify The National Business Network Ltd immediately if Customer becomes aware or has reason

to believe that the Services are being used fraudulently or without authorisation by any End User or third party. Failure to notify The National Business Network Ltd may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. The National Business Network Ltd will not be liable for any charges resulting from unauthorised use of Customer's Account.

### **C. Software Changes**

The National Business Network Ltd may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent The National Business Network Ltd from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by The National Business Network Ltd. The National Business Network Ltd will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

## **12. Limitation of Liability**

### **A. Excluded Damages**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (2) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (3) LOSS OF USE, LOSS OR CORRUPTION OF DATA; OR (4) LOSS OF BUSINESS OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. NEITHER PARTY WILL BE LIABLE FOR ACTIONS REASONABLY TAKEN TO COMPLY WITH LAW.

### **B. Direct Damages**

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (DIRECT DAMAGES) WILL NOT APPLY TO: I) CUSTOMER PAYMENT OBLIGATIONS; II) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILFUL OR CRIMINAL MISCONDUCT; OR IV) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY.

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

### **C. Survival**

The limitations of liability contained in this Section 10 (Limitation of Liability) will survive termination or expiration of this Agreement and apply in any and all circumstances (except as expressly set forth above), including without limitation in the event of any failure of the essential purpose of any limited warranty or available remedy provided herein.

## **13. Indemnification**

### **A. Indemnification Obligations**

Customer agrees to indemnify and defend The National Business Network Ltd and its Affiliates at Customer's expense, from and against any and all third-party claims, arising out of or in connection with: i) material violation of applicable Law by the Customer or its End Users in connection with the use of the Services; ii) use of the Services in a manner not authorised by this Agreement; iii) or iv) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided by or on behalf of The National Business Network Ltd, or iv) claims relating to Customer Content. Further, Customer will indemnify and hold harmless The National Business Network Ltd against all damages, costs, and legal fees finally awarded against The National Business Network Ltd by a court of competent jurisdiction in connection with such third-party claim or agreed to in a written settlement agreement approved in writing by the Customer.

### **B. Defence and Indemnification Procedures**

Any Party seeking defence or indemnification (the "Indemnified Party") must provide the Party from which it seeks such indemnification or defence (the "Indemnifying Party") with the following: (a) prompt written notice of the third-party claim, (b) sole control over the defence and settlement of the third-party claim, and (c) reasonable information, cooperation, and assistance in connection with the defence and settlement of the third-party claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defence or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defence of such third-party claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which such consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such third-party claim.

## **14. Warranties**

### **A. The National Business Network Ltd Warranty**

The National Business Network Ltd will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, The



National Business Network Ltd shall pass through to Customer any and all warranties The National Business Network Ltd receives in connection with equipment provided to Customer.

#### **B. Customer Warranty**

Customer's and its End Users' use of the Services must at all times comply with all applicable Laws and this Agreement.

#### **C. Disclaimer of Warranties**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND THE NATIONAL BUSINESS NETWORK LTD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT THE NATIONAL BUSINESS NETWORK LTD CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **15. Dispute Resolution**

#### **A. Good Faith Attempt to Settle Disputes**

In the event of any dispute or claim arising out of or relating to the Agreement (a "Dispute"), each Party will appoint a duly authorised representative which will confer with the other Party before either Party brings legal action, to make a reasonable and good faith effort to settle or otherwise resolve such Dispute.

If you are a customer whose Home Country is the United Kingdom, please also consult The National Business Network Ltd's Code of Practice located at <http://www.tnbn.co.uk/wp-content/uploads/PDF/TNBN-Code-of-Practice.pdf>. The National Business Network Ltd is a member of Otelo. This is an independent body set up to help resolve any problems with the Plan Services we provide and the service you receive. Should you have any problems downloading any links on this agreement please email [service@tnbn.co.uk](mailto:service@tnbn.co.uk) and we shall try and resolve any issues within 72 hours.

#### **B. Venue**

In the event that the Parties are unable to resolve a Dispute, any related action, lawsuit, or proceeding must be brought in and adjudicated exclusively by the English Courts. Each Party hereby consents to and agrees to submit to the exclusive venue and personal jurisdiction of such courts with respect to any such actions or lawsuits and irrevocably waives any right that it might have to assert that either forum is not convenient or that any such courts lack jurisdiction.

Nothing in this section shall affect the rights of a small business customer whose Home Country is the United Kingdom, as further described at Section 13A above.

### **C. Equitable Relief**

Any breach of either Party's IP Rights will cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

### **D. Limitations**

Except for actions for non-payment or liability arising from Section 10 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

## **14. Miscellaneous**

### **A. Relationship of the Parties**

The National Business Network Ltd and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between The National Business Network Ltd and Customer.

### **B. Assignment**

Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

### **C. Notices**

Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: to The National Business Network Ltd at Boundary House, Cricket Field Road, Uxbridge, Middlesex, UB8 1QG, with a copy [service@tnbn.co.uk](mailto:service@tnbn.co.uk), and to Customer at either the physical address or email address associated with the Customer Account. Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices.

The addresses to which notices may be given by either Party may be changed upon written notice given to the other Party pursuant to this Section or by Customer in the Administrative Portal.

#### **D. Force Majeure**

Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fibre, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labour disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

#### **E. Third-Party Beneficiaries**

The National Business Network Ltd and Customer agree that there will be no third-party beneficiaries to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### **F. Internal Customer Activities**

The National Business Network Ltd does not have any obligation to assist in or otherwise mediate in the event of any dispute between Customer representatives or Customer and any third party with respect to ownership or control of any Account or Account Data. All information within The National Business Network Ltd's records regarding the ownership or control of an Account or Account Data, Services ordered, and numbers assigned to an Account will be definitive and controlling for purposes of administering the Account. In the event of any such dispute, The National Business Network Ltd may take any course of action that it deems appropriate based on the information available, which include declining to take any course of action.

The National Business Network Ltd may access your Account and related data as required to provide the Services. However, The National Business Network Ltd has no obligation to access your Account, Account Data or any Customer Content for any other purposes. Services do not include or consist of any investigation, review, verification, production, compilation, modification, or other similar services for any Account Data or Customer Content. Services do not include the provision of any legal, accounting or other professional services.

#### **G. Headings, Interpretation**

The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

#### **H. Governing Law**

The Agreement is governed by the Laws of the England and Wales, excluding its choice of Law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

#### **I. Anti-Bribery**

Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and similar applicable Laws.

#### **J. Export Control**

Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. or U.K. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S., U.K. and other applicable export regulations.

#### **K. Regulatory and Legal Changes**

In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with The National Business Network Ltd's ability to provide Services under this Agreement, The National Business Network Ltd may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

#### **L. Entire Agreement**

The Agreement, together with any exhibits, Orders, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

#### **M. Order of Precedence**

In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order; (ii) Use Policies and Privacy Notice incorporated by reference in this Agreement; (iii) the main body of this Agreement; (iv) the applicable Service Attachment; and (v) and any other document expressly referred to in this Agreement which governs the Services.

#### **N. Amendments**

Except as otherwise provided, this Agreement may only be modified by a written amendment (provided electronically or otherwise) executed by authorised representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order, be effective. Notwithstanding the foregoing, The National Business Network Ltd may update this Agreement or any of its Policies from time to time and will provide notice to

Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer. In the event that any such update would be of material detriment to Customer and is not required by Law, Customer must inform The National Business Network Ltd of its objection within ten (10) days of receiving the notice provided under this provision. If the Parties, negotiating in good faith cannot reach agreement within thirty (30) days, Customer may terminate the portion of the Services affected by the change without penalty by written notice to The National Business Network Ltd. Any use of the Services after the effective date will be deemed Customer's acceptance of the change.

#### **O. Severability and Waiver**

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

#### **P. Publicity**

Notwithstanding anything to the contrary in this Agreement, The National Business Network Ltd may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.

#### **Q. Execution**

Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual executing an Electronic Signature regarding the Agreement on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party.

#### **R. Electronic Signature and Counterparts**

This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

#### **S. Survival**

The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order will survive expiration or termination of this Agreement or the Order, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

## **15: INCLUSIVE CALLS FAIR USE POLICY – Voiceflex Sip Trunks**

These Terms of Service are set out by The National Business Network to cover Bundle Products (SIP Trunks with Inclusive calls, supplied via Voiceflex™ and include Voiceflex™ products with inclusive minutes only). These are in addition to the Conditions specified in the SIP Trunking Service Description and Master Service Agreement.

1. Calls to numbers beginning with 01, 02 & 03 and headline mobile carriers, such as Vodafone, EE, 3, O2 and Orange covered by charge codes FM1, FM3, FM4, FM5 and FM6 are inclusive in the Bundle tariff for calls delivered in the United Kingdom subject to fair use. Calls to redirect services, Wi Fi services (FW charge codes), Channel Islands, the Isle of Man, other UK mobile dial strings that fall into charge codes that are not specified above are not included in any bundled minutes.
2. The inclusive calls bundle is subject to a Fair Use Policy (FUP). The combined number of minutes to UK 01, 02 & 03 and UK Headline mobile (FM1, FM3, FM4, FM5 and FM6) is 5,000 minutes in each calendar month per channel, any unused minutes will not be rolled over to the next calendar month and 03 minutes must not exceed 10% of the total outbound minutes used for that Company.
3. The ratio of outbound to inbound calls does not exceed 75% of outbound calls to the total calls made and received on each customer SIP Trunk. Exceptions will apply when:
  - 3.1. Awaiting number porting.
  - 3.2. Customer has been using the service for less than 4 weeks.
  - 3.3. Calls per channel are less than 15 minutes per day.
4. Inclusive calls are provided on the basis that service is to be used by the end user customers and will not be used by automated and non-human operators, which includes all types of diallers. The National Business Network Ltd reserve the right to suspend the service without prior notice and/or remove this offer and charge retrospectively for ALL call usage should the terms of the FUP be broken or if we suspect the service is being used to generate AIT (artificially inflated traffic), or if the service is suspected to be used for the involvement in fraud, illegal activity, terrorism and arbitrage.
5. Calls forwarded or diverted will be charged at the agreed pence per minute rate and are not included in the bundle.
6. Should a company exceed the usage limits defined in the FUP, it is the reseller responsibility to check use remains within the fair use policy. Should any company breach the FUP, TNBN reserve right to suspend the inclusive calls offer without prior notice and ALL USAGE for the customer from the suspension date will be rated at the call tariff assigned to the customer for future whole months.
7. The National Business Network Ltd reserves the right to review the Inclusive calls offer at any time giving 30 days' notice of any change to the reseller.

## **16: INCLUSIVE CALLS FAIR USE POLICY – BT Cisco Webex Hosted Voice Seats**

Cisco Webex Seat License:

HV seat licenses include Free calls to UK01/02 and 03 numbers and UK Mobile Networks (FM1, FM3, FM4, FM5 and FM6).

Our inclusive FREE Calls Offer is subject to a Fair Use Policy (FUP). The combined number of minutes to UK01/02 and UK Mobile Destinations (FM1, FM3, FM4, FM5 and FM6) is 5,000 minutes in each calendar month per seat, 03 minutes must not exceed 15% of the total minutes used for that seat and the duration of each call must not exceed 60 minutes. The National Business Network Ltd reserve the right to charge for the total duration of any call type above, with a duration in excess of 60 minutes. Minutes are aggregate across the combined seats on a customers site. For example: if a customers site has 10 seats the combined number of minutes is 50,000 for the site.

The HV service is provided on the basis that service is to be used or resold to end user customers and will not be used by automated and non-human operators. The National Business Network Ltd reserve the right to suspend the service without prior notice and/or remove this offer and charge retrospectively for ALL call usage should the terms of the FUP be broken or if we suspect the service is being used to generate AIT (artificially inflated traffic), or if the service is suspected to be used for the involvement in fraud, illegal activity, terrorism and arbitrage.

Should a seat/site exceed the usage limits defined in the FUP, the customer or reseller will be notified and be given the opportunity to rectify the usage within the FUP limits. Should any seat or site exceed the FUP in a future month, the FREE calls offer will be suspended and ALL USAGE for the customer site will be rated at the call tariff assigned to the customer for future whole months until the usage falls within the FUP.

The National Business Network reserves the right to review the Inclusive calls offer at any time giving 30 days' notice of any change to the reseller or customer.

HV SIP Channels:

HV SIP chargeable channels include Free calls to UK01/02 and 03 numbers and UK Mobile Networks (FM1, FM3, FM4, FM5 and FM6).

Our inclusive FREE Calls Offer is subject to a Fair Use Policy (FUP). The combined number of minutes to UK01/02 destinations is 5,000 minutes in each calendar month per chargeable channel, 03 minutes must not exceed 15% of the total minutes used for that channel and 2000 UK Mobile Destinations (FM1, FM3, FM4, FM5 and FM6) per chargeable channel. The duration of each call must not exceed 60 minutes. The National Business Network Ltd reserve the right to charge for the total duration of any call type above, with a duration in excess of 60 minutes. Minutes are aggregate across the combined chargeable channels against each company. Example: if a Company has 10 chargeable channels the combined number of minutes is 50,000 across the company for UK.

The HV Sip service is provided on the basis that service is to be used or resold to end user customers and will not be used by automated and non-human operators. The National Business Network Ltd reserve the right to suspend the service without prior notice and/or

remove this offer and charge retrospectively for ALL call usage should the terms of the FUP be broken or if we suspect the service is being used to generate AIT (artificially inflated traffic), or if the service is suspected to be used for the involvement in fraud, illegal activity, terrorism and arbitrage.

Should a channel exceed the usage limits defined in the FUP, the customer or reseller will be notified and be given the opportunity to rectify the usage within the FUP limits. Should any seat or site exceed the FUP in a future month, the FREE calls offer will be suspended and ALL USAGE for the customer site will be rated at the call tariff assigned to the customer for future whole months until the usage fails within the FUP.

The National Business Network Ltd reserves the right to review the Inclusive calls offer at any time giving 30 days' notice of any change to the reseller or customer.

## **Attachment A - Definitions**

**Definitions.** Capitalised terms used in this Agreement but otherwise not defined have the following meaning:

- “**Account**” means the numbered account established with The National Business Network Ltd and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by The National Business Network Ltd.
- “**Account Administrator**” means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
- “**Account Data**” means: any business contact information provided with the Account; The National Business Network Ltd-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
- “**Administrative Portal**” means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
- “**Affiliate(s)**” means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “**control**” means beneficial ownership of great than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
- “**Confidential Information**” means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
- “**Customer Content**” means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.



- “**Digital Line**” means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
- “**Disclosing Party**” means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.
- “**Dispute**” has the meaning set forth in Section 13(A) (Good Faith Attempt to Settle Disputes).
- “**Electronic Signature**” means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
- “**End Point**” means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
- “**End User**” means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors and agents.
- “**Helpdesk**” means first-tier support provided to End Users by Customer.
- “**Home Country**” means the United Kingdom or the country that is otherwise designated as Your primary or home country in the Order for the Services.
- “**Indemnifying Party**” and “**Indemnified Party**” have the meanings set forth in Section 11(C) (Defence and Indemnification Procedures).
- “**Initial Term**” has the meaning set forth in Section 2(E) (Services Term).
- “**Intellectual Property Rights**” or “**IP Rights**” means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
- “**Law**” means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
- “**Order(s)**” means a request or order for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order may be presented and executed on the The National Business Network Ltd website or via the Administrative Portal.
- “**Receiving Party**” means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.
- “**Renewal Term**” has the meaning set forth in Section 2(E) (Services Term).

- **“The National Business Network Ltd Customer Care”** means The National Business Network Ltd’s Customer support operations, available at service@tnbn.co.uk.
- **“The National Business Network Ltd Network”** means the network and supporting facilities between and among The National Business Network Ltd points of presence (“PoP(s)”), up to and including the interconnection point between The National Business Network Ltd’s network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The National Business Network Ltd Network does not include the public Internet, a Customer’s own private network, or the PSTN.
- **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order(s).
- **“Start Date”** means the date so identified in the relevant Order or the date on which Customer orders Services via the website or the Administrative Portal.
- **“Taxes”** means any and all federal, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
- **“Term”** means the Initial Term plus any Renewal Terms.
- **“Use Policy”** refers to any of the policies identified in Section 4(B) (Use Policies).