

ORDER FOR CLOUD SERVICES

Dated:

This Order forms an Agreement between:

("the Customer")

Address:

And

Amillan Limited ("the Supplier")

Address: Number One, Highlands Court, Cranmore Avenue, Solihull B90 4LE

This order form for the supply of cloud products and services to your organisation ("The Customer").

CUSTOMER PRIMARY CONTACT NAME	
CUSTOMER EMAIL ADDRESS	
CUSTOMER NAME	
CUSTOMER ADDRESS	
TYPE & SERVICES	
DATE MONTHLY CHARGES COMMENCE	Date licences provisioned as part of the project build phase
INITIAL PERIOD	
RENEWAL PERIOD	
CUSTOMER ORDER NUMBER	

We ask that you please read the following documents as they form an agreement which is binding on both parties and explain the full terms, rights and obligations under which you will supply our products and services to your customer.

We draw your attention to Appendices 1 & 2 which set out the Charges applicable to the Order which you will pay during the Initial Period and Renewal Period (if applicable). The Call and Usage Charges are estimates based on forecast call volumes and will vary based on actual call volumes.

At the earlier of you (i) signing this Order or (ii) using the Services, you indicate that you accept and agree to abide by the terms set out herein.

In the event of the Customer's termination of any element of the Service within the Initial Term or any Renewal Term, the Customer shall be obliged to immediately pay to Amillan 100% of the remaining Monthly Charges for the pre-agreed term, from the termination date to the expiry of the Initial Term or Renewal Term.

Please note that unless you give us at least 90 days' prior written notice to terminate, the Initial Period or Renewal Period will be automatically extended for a consecutive period equal to the term of the Initial Period.

If you wish to issue an Order to us please email a signed copy of this Order form by electronic media in the format provided to you, or by emailing a signed copy of this Order in PDF format to us and providing an original signed copy to the address above for our records.

"The Customer"	Amillan Limited
By:	By:
Signature:	Signature:
Title:	Title:
Date:	Date:

Appendix 1 Charge Summary: Set Up & Monthly Charges

(To be inserted at point of order)

Appendix 2 Charge Summary: Call and Usage Charges

(To be inserted at point of order)

Note: The table above illustrates the most commonly used call charges, as set out in our Quotation. The comprehensive and current rate card for all calls which will form the basis of your monthly Call Charges is set out on the Management System.

Out of bundle and Fair Use Policy Overage Charges will apply:

- Out of bundle additional Charges – Voice Agent Licence price includes bundled 01/02 and 03 calls plus major mobiles FM1, FM3, FM4, FM5, FM6 (subject to Fair Use Policy limits). All other calls such as international calls and premium rate calls will be charged by Amillan according to the call tariff available on the Management System.
- Fair Usage Policy Overage Charges will apply and are chargeable by Amillan to the Customer to all calls which exceed Fair Use Policy allowances as stated on a Quotation (this total shall not include any separately chargeable out of bundle calls, as stated above).

Service Specific Terms

1. Regulatory Notices

1.1 You acknowledge that the Service may be governed by various regulatory requirements, and you warrant that The Customer will wherever applicable comply with all such regulatory requirements in relation to the use of the Service.

1.2 The Customer will ensure that in regard to any audio that is used in conjunction with the Service you will:

- a) Where required obtain a licence under the PRS licence requirements, further details of which can be found at <http://www.prsformusic.com>.
- b) Indemnify the Supplier against any claim arising from its use of your own audio.
- c) You agree that you will not play ringing sounds to a caller once the call has been answered without first playing audio that lets the caller know the call has been connected and is being charged for.

2. Fax services

2.1 Any calls received that are connected and answered by a Fax service will have a maximum call duration of 60 minutes. Any calls reaching the 60-minute threshold will be terminated.

3. Security

The Customer undertakes to:

- 3.1 Safeguard and keep confidential any username and password allocated to you.
- 3.2 Take all reasonable steps to protect the confidential information and intellectual property rights of the Company.
- 3.3 Not use the Service for any illegal, illicit or immoral purpose.

4. Complaints Procedure

4.1 Complaints should be raised in writing. If you are a residential consumer or a small business of no more than 10 employees and the Supplier has been unable to resolve a complaint raised by you within eight weeks, you have the right to ask Otelo or CISAS (an alternative dispute resolution scheme) to investigate your complaint at no cost.

5. Emergency calls

5.1 The Services provided by The Supplier to you do not provide the facility to make 999 or 112 emergency service calls. You must ensure you have alternative facilities to make emergency calls and that End Users are aware of how to make an emergency call. The Supplier does not accept any responsibility for the result of any attempts to make emergency calls through the service.

6. Dialler Calls

6.1 If You use the dialler facility, you agree that The Customer will comply with all Ofcom (or other non-UK regulator) regulations relating to dialler services, and to follow the following guidance in configuring the dialler settings:

- a) The Service must not be misused, considering the original intention of our service.
- b) The Service must not cause silent or abandoned calls.
- c) The Service must not cause public concern / harm (harm consists of anything from inconvenience or annoyance through to genuine anxiety) generally associated with abandoned and silent calls.
- d) The data must recently have been Telephone Preference Service (TPS) checked.
- e) The service must not re-dial failed calls within a 24-hour period.
- f) If there is the possibility of making a call and an agent not being available, the Service must play an appropriate apology if it is answered and there isn't an agent available.
- g) Does this apology message include a phone number they can call should they wish to? Beware of this if Answer Machine Detection is also being used, because the apology can fill answering machines with lots of unwanted messages.
- h) If the dialler will simply play a message to the called party, the call should not be unsolicited (without consumers prior consent) and the CLI should be valid and appropriate.
- i) Will the service be perceived as of value to the called party, or is this just canvassing? Any service that is obviously canvassing will need to be signed off by the Supplier before the service can be agreed or created.

7. Customer Data

7.1 While every effort is made to ensure that data you provide is handled by us securely, the Supplier cannot be held liable for any data or audio received, held or used by the service, including without limitation the loss or corruption of that data.

8. Data transmitted from us to you.

8.1 Please note that data sent from us to you is sent in the knowledge that Internet, email and http are not a 100% secure communications medium. We advise that you understand and accept this lack of security. Viruses: Although we have taken steps to ensure that Internet, email, http transmissions and attachments are free from any virus, we advise that in keeping with best IT practice, the recipient should ensure that they are actually virus free.

9. PCI DSS Services

9.1 If any of the Services are regulated by the PCI DSS, The Customer shall be solely responsible for all payment card data handled by you outside the Services provided by us.

Amillan Terms of Sale and Supply

Amillan believes in conducting business in a manner which achieves sustainable growth whilst demonstrating a high degree of social responsibility. We believe that this approach creates a source of competitive advantage for our business.

1 INTERPRETATION

1.1 In these Terms:

"BUYER" means the person who accepts the Seller's Written quotation for the sale of the Goods or whose Written order for the Goods is accepted by the Seller by completing the Order;

"GOODS" means goods (including any instalment of the goods or any parts for them) and any services (and/or instalment of the services) as specified on the Order form which the Seller is to supply in accordance with these Terms;

"INPUT MATERIAL" means any documents or other materials, and any data or other information provided by the Buyer relating to the Goods

"SELLER" means Amillan Limited [(registered in England under number)] 1943791];

"CONTRACT" means the contract for the sale and purchase of the Goods;

"ORDER" means the Sellers order form incorporating these Terms;

"OUTPUT MATERIAL" means any documents or other materials, and any data or other information provided by the Seller relating to the Goods

"TERMS" means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;

"WRITING", and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.

1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 BASIS OF THE SALE

2.1 The Order constitutes an agreement by the Buyer to purchase the Goods subject to these terms.

2.2 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller's Written quotation (if accepted by the Buyer), or the Buyer's Written order (if accepted by the Seller), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.3 No variation to these Terms shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.4 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3 ORDER AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms. The Buyer shall also be responsible for the accuracy of any such information it gives to the Seller relating to the Goods

3.3 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable health and safety, statutory or E.U. requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4 PRICE OF THE GOODS

4.1 The price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable value added tax ("VAT")

4.2 The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated in the Seller's Written quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods, but full credit will be given to the Buyer provided they are returned undamaged to the Seller before the due payment date.

5 TERMS OF PAYMENT

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller may invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods and/or following the end of each month in which any Goods have been provided by the Seller to the Buyer, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 The Buyer shall pay the price of the Goods including any applicable VAT (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:

5.3.1 Cancel the contract or suspend any further deliveries to the Buyer;

5.3.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods and/or services supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);

5.3.4 Charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above Barclays Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6 DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

6.3 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 50 per cent more or 50 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.

6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.5 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods and/or services to replace those not delivered over the price of the Goods.

6.6 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:

6.6.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.6.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7 RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1 In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods and/or services agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer

and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business.

7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

8 INTELLECTUAL PROPERTY

8.1 The property and copyright or other intellectual rights in:

8.1.1 Any Input Material shall belong to the Buyer

8.1.2 Any Output Material shall, unless otherwise agreed in Writing between the Buyer and the Seller, belong to the Seller, subject only to the right of the Buyer to use the Output Material for the purposes of utilising the Goods

8.2 Any Input Material or other information provided by the Buyer which is so designated by the Buyer and any Output Material shall be kept confidential by the Seller, and all Output Material or other information provided by the Seller which is so designated by the Seller shall be kept confidential by the Buyer; but the foregoing shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

8.3 The Buyer warrants that any Input Material and its use by the Seller for the purpose of providing the Goods will not infringe the copyright or other rights of any third party, and the Buyer shall indemnify the Seller against any loss, damages, costs, expenses or other claims arising from any such infringement.

9 WARRANTIES AND LIABILITY

9.1 Subject to the following provisions the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire.

9.2 The above warranty is given by the Seller subject to the following conditions:

9.2.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

9.2.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;

9.2.3 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

9.2.4 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

9.3 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

9.5 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer.

9.6 Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.

9.7 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

9.7.1 Act of God, explosion, flood, tempest, fire or accident;

9.7.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.7.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.7.4 Import or export regulations or embargoes;

9.7.5 Sees of the Seller or of a third party);

9.7.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

9.7.7 Power failure or breakdown in machinery.

10 INSOLVENCY OF BUYER

10.1 This clause 10 applies if:

10.1.1 The Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

10.1.2 If an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Buyer; or

10.1.3 If an order is made for the appointment of an administrator to manage the affairs, business and property of the Buyer or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in Para 14 Schedule B1 Insolvency Act 1986); or

10.1.4 The Buyer ceases, or threatens to cease, to carry on business; or

10.1.5 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11 GENERAL

11.1 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

11.4 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.