



THIS MASTER SERVICE AGREEMENT ("MSA") together with any Orders, Service Addendums, Service Level Agreements and any other documents or written policies referred to herein or therein (the "Agreement") is made by and between:

- (1) [] a company registered in [] with its registered office at [] and company registration number [] made on behalf of itself and its Affiliates (collectively "Client") and
- (2) **PURE IP LIMITED**, a company registered in England and Wales with company number 05024088, the registered office located at 89, 5th Floor, Albert Embankment, London, SE1 7TP, made on behalf of itself and its Affiliates, successors and assigns (collectively "Pure IP").

For purposes of the Agreement, Client and Pure IP are each individually referred to as a "Party" and together as the "Parties".

1. BACKGROUND

1.1 The Client wishes to engage Pure IP, subject to the terms and conditions of the Agreement, to supply Services to Client as the Client may require from time to time under the terms and conditions of the Agreement.

2. DEFINITION AND INTERPRETATION

2.1 The following words and phrases shall have the following meanings:

Affiliate: means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, a Party to the Agreement.

Client Equipment: means any equipment, hardware or other apparatus at the Site(s) (not being Pure IP Equipment) used by the Client in order to use the Services.

Client Personal Data: means any personal data that is processed by Pure IP, as processor, for the Client, as controller as set out in Appendix 1.

Control: means the beneficial ownership of more than 50% of the issued share capital of a Party.

Data Protection Legislation: means as applicable and binding on the Parties and/or the Services:

- a) the EU General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR), EU Directive 2002/58/EC (Directive on privacy and electronic communications), and/or any corresponding or equivalent national laws or regulations, as may be amended;
- b) the Data Protection Act 2018, UK General Data Protection Regulation (which has the meaning given to it in section 3(10) of the Data Protection Act 2018), and the Privacy and Electronic Communications Regulations 2003, as may be amended;
- c) all applicable laws and regulations governing the protection of personal data in the jurisdiction from which the Services are being provided.

Deliverables: means all documents, products and materials developed by Pure IP or its Affiliates, agents, contractors, consultants and/or employees as part of or in relation to the Services and/or provided by Pure IP to the Client in any media, including, without limitation, manuals, software, computer programs, data, diagrams, reports and specifications (including drafts).

End User: means an individual user to whom Client makes Services available.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Network: means the electronic communications network operated or used by Pure IP to provide the Services.

Order(s): means any and all Service Orders, Quotes, Rate Schedules, Order Confirmations and/or any other document approved by Pure IP under which Client orders Services.

Personnel: means any person in respect of whom a Party exercises control including, but not limited to, the directors, employees, agents and any sub-contractors of the Party, in any such case who are assigned or engaged by the Party from time to time to perform the Party's obligations under the Agreement.

Pure IP Equipment: means any Session Border Controllers (SBCs), gateways, ATAs, routers, computer apparatus, hardware or other equipment and all materials, equipment and tools, drawings, specifications and data belonging to Pure IP or its Personnel and provided by Pure IP or its Personnel to the Client in connection with the provision of the Services, the SBCs and ATA managed services.

Quote, Order Confirmation, Rate Schedule and Service Order: mean orders for Services setting forth the associated charges for the Services and any other relevant information for that order.

Services: means the services provided to Client by Pure IP.

Service Initial Term: shall have the meaning given in the Order.

Service Renewal Term: shall have the meaning given in the Order.

Service Term: shall have the meaning given in the Order.

Site: means the premises or other locations from and to which the Services are to be provided to the Client, as specified in the Order.

Supervisory Authority: means the relevant supervisory authority overseeing data protection in the territories where the Parties to the Agreement are established.

Total Service Charges: means all charges, after application of all discounts and credits, for each Service provided to Client, specifically excluding: (i) VAT, Governmental Charges (as

defined herein) and other taxes and tax-like charges; (ii) surcharges; (iii) charges for Pure IP Equipment (unless made part of Client's Monthly Recurring Charge ("MRC") (as described in Paragraph 12); (iv) liabilities incurred by Pure IP as a result of ordering, changing or providing facilities to operate the Service(s); (v) non-recurring charges; (vi) usage charges (unless made part of Client's MRC) and (vii) other charges expressly excluded by the Agreement.

3. **TERM.**

3.1 The term of this MSA shall begin on the same day as the first Order and remain in effect for as long as there is an active Order (the "Term"). Notwithstanding, either Party may terminate this MSA, an Order and/or Service without Cause upon sixty (60) days' prior written notice to the other Party, subject to the terms and conditions of the Agreement.

4. **REPRESENTATIONS AND WARRANTIES**

4.1 Each Party represents and warrants that:

- 4.1.1 it has the full capacity and authority, and all necessary licences, permits and consents, to enter into and perform the Agreement;
- 4.1.2 it has the full capacity and authority to grant all licences required of it under the Agreement; and
- 4.1.3 it will perform its obligations in compliance with all applicable laws, enactments, orders, regulations and similar instruments.

4.2 Pure IP further warrants that the Services shall be provided in a professional manner and with reasonable skill and care.

4.3 The Client hereby warrants that:

- 4.3.1 it has installed the necessary equipment in order for Pure IP to perform the Services at the relevant Site(s).
- 4.3.2 it has the necessary licences to use the Client Equipment including where applicable the right to sub-license Pure IP to enable it to perform the Services; and
- 4.3.2 it has supported versions of the software.

4.4 Pure IP may provide Wide Area Network ("WAN") circuits or their functional equivalents to Client in the United States (the "Circuit"). These Circuits are physically "intrastate" but may carry some amount of "interstate" traffic due to Client's overall network configuration, including components not provided by Pure IP. During the term of any applicable Order, Client represents and warrants that if it orders a Circuit from Pure IP and the traffic exceeds ten percent (10%) interstate it will advise Pure IP and Pure IP will charge the applicable federal USF surcharge on each interstate line as required by United States law.

4.5 Services are provided on an "as is" or "as available" basis. Except as set forth herein, Pure IP does not warrant that the Service(s) will be without failure, delay, interruption, error, degradation of quality or loss of content, data or information, and except as specifically set forth in the Agreement, Pure IP makes no other representation or warranties, express or implied, as to any Pure IP Service(s), related products, equipment, software or documentation. Pure IP specifically disclaims any and all implied warranties, including without limitation any implied warranties of merchantability, fitness for

a particular purpose, title, or non-infringement of third-party rights. Broadband speed claim(s) represent maximum downstream and/or upstream capabilities which may vary and are not guaranteed. Factors including line quality and Client's distance from the exchange may limit available bandwidth.

5. CLIENT OBLIGATIONS

5.1 The Client shall:

- 5.1.1 provide in a timely manner such information and assistance as Pure IP may reasonably require to enable Pure IP to carry out its obligations, and ensure that such information is accurate in all material respects;
- 5.1.2 deliver to Pure IP all pertinent information required to deliver any Service within five (5) days of the Client Acceptance Date of any Order;
- 5.1.3 obtain and maintain any necessary consents to permit Pure IP to provide the Services to Client and/or any End User;
- 5.1.4 supply Pure IP with remote access as may be necessary for Pure IP to install, configure, test, diagnose and correct any fault in the Services;
- 5.1.5 procure the cooperation of any sub-contractors if reasonably requested by Pure IP in order for Pure IP to provide the Services; and
- 5.1.6 ensure that the Site is prepared in accordance with generally accepted principles for installation of IT solutions and in accordance with Pure IP's instructions and is ready for installation of the Services.

6. USE OF THE SERVICE

6.1 Client is responsible and liable for all use of the Services from its Site(s), with or without its permission. Client may not resell the Services or transfer the Services to any person or entity other than its employees, without the prior written consent of Pure IP. The Services may not be used for any unlawful, abusive, or fraudulent purpose.

6.2 Without prejudice to the Client's other obligations under the Agreement, Client will use all reasonable endeavours in accordance with best industry practice, to maintain any reasonable and appropriate administrative, physical and technical security regarding its account ID, password, antivirus, firewall protections and connectivity with the Services, which shall include maintaining strict security over all Voice Over IP related lines in order to prevent and block any prohibited and unauthorized use of the Services.

6.3 The Client shall ensure that any security access codes issued by Pure IP to the Client will be held in a secure environment to prevent unauthorized access to such codes. The Client will be liable for all calls whether authorized by the Client or not.

6.4 If any unauthorized access is gained to the Services and/or Network and/or any unauthorized use of the Services and/or Network is made (including without limitation any unauthorized calls), the Client acknowledges and agrees that it will be liable for all associated costs and charges (including without limitation for any call charges) and that Pure IP will have no responsibility or liability for such unauthorized access, unauthorized calls or unauthorized use of the Services and/or Network or any associated costs and charges.

6.5 Pure IP shall not be responsible for any faults or interruptions in the Services or any inability of the Client to access the Services where this is caused by improper use of the Services or a failure in any Client Equipment or in the Client's security system.

6.6 The Client agrees to indemnify Pure IP and its suppliers and their officers, directors, shareholders, agents, Affiliates and employees from and against any liability, cost, charge or expense, (including legal fees and costs) which Pure IP incurs or suffers as a result of any breach by the Client of its obligations under Paragraph 6 or Paragraph 7 of this MSA. Any violation of Paragraphs 6 and 7 shall constitute a material breach establishing Cause for termination of the Agreement by Pure IP.

6.7 To the extent Client orders voice services, Pure IP shall consider Client's use of the Service to be abusive and subject to immediate suspension and/or termination or adjustment by Pure IP if Client utilises:

- 6.7.1 autodialing, predictive-dialing, or robo-dialing;
- 6.7.2 continuous, repetitive or extensive call forwarding;
- 6.7.3 harassing, threatening or abusive calls;
- 6.7.4 unsolicited calls if such unsolicited activities could reasonably be expected to, or actually do in fact, provoke complaints;
- 6.7.5 false information for Client or any End Users of the Services;
- 6.7.6 continuous or extensive chat line or conference call participation;
- 6.7.7 free conference calling or similar services that participate in traffic simulation practices or schemes that result in excessive charges;
- 6.7.8 repetitive and/or continuous messaging or calling to the same destination number if such activity could reasonably be expected to, or in fact actually does, provoke complaints;
- 6.7.9 long duration calls (defined as calls to the same number in excess of four (4) hours (continuous or cumulative) within a twenty-four (24) hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party;
- 6.7.10 calls that do not consist of uninterrupted live human voice dialog by and between natural human beings;
- 6.7.11 continuous call session connectivity;
- 6.7.12 fax broadcasting;
- 6.7.13 fax blasting;
- 6.7.14 telemarketing; or
- 6.7.15 any other activity that would be inconsistent with reasonable business use patterns which cause network congestion or jeopardizes the integrity of the Network.

7. UNAUTHORIZED USE OF SERVICES

7.1 Client shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services. Pure IP reserves the right, to take any and all action it deems appropriate, including blocking access to particular calling numbers or geographic areas, to prevent or terminate any fraud or abuse in connection with the Services or any use thereof. Client remains responsible for its own network security and security violation response procedures. Even though a virtual private network ordered from Pure IP may enhance Client's ability to impede unauthorized access to its network and data, and may aid Client in detecting potential security breaches and network irregularities, Client understands and acknowledges that no Service is guaranteed to ensure Client's network security or prevent security incidents, and that Pure IP is not responsible for any unauthorized third party, Client Personnel or End User access to Client's facilities and data.

8. PURE IP EQUIPMENT

8.1 The Client acknowledges that, to the extent applicable, the Pure IP Equipment shall at all times be and remain the exclusive property of Pure IP, shall be held by the Client in safe custody at Client's own risk and maintained and kept in good condition by the Client until returned to Pure IP, and shall not be disposed of or used other than in accordance with Pure IP's written instructions or authorization.

8.2 The Client shall at its own cost and expense:

8.2.1 ensure that the Site where the Pure IP Equipment is to be installed:

- (a) is secure, tidy and reasonably suitable for the installation, housing and operation of the Pure IP Equipment;
- (b) has an adequate and stable power supply (including back-up);
- (c) has adequate air cooling to ensure that the Pure IP Equipment at all times operates within the specified operating temperatures (if any); and
- (d) has adequate access for connection to Client Equipment and other equipment, including building entry ducts.

8.2.2 remain solely responsible for the Pure IP Equipment from the time that it is delivered to the Site until the time it is returned to Pure IP; and

8.2.3 replace or repair the Pure IP Equipment in case of loss or damage at the Client's Site or in the Client's control.

9. CHANGE CONTROL

9.1 No change or amendment to the Agreement, or any part thereof, shall be effective unless in writing and signed by both Parties.

10. DATA PROTECTION

10.1 The terms "personal data", "data controller", "controller", "data processor", "processor", "processing", "personal data breach" and "data subject" shall have the meaning given to them in the Data Protection Legislation, as applicable.

10.2 The Parties agree that the Client is a Controller, and Pure IP is a Processor in relation to the Client Personal Data processed as set out in Appendix 1 to this MSA.

10.3 The Parties agree to comply with all obligations and requirements to which they are subject under the Data Protection Legislation.

10.4 The Client will ensure that it has all necessary and appropriate consents from and notices in place to data subjects to enable the lawful transfer to, and processing of, personal data by Pure IP in connection with the Agreement.

10.5 The Client will ensure that Client, its employees, agents, contractors and End Users do not input, upload or disclose to Pure IP any irrelevant or unnecessary personal data about data subjects outside the scope of Client Personal Data contained in Appendix 1.

10.6 Pure IP as a Processor shall:

- 10.6.1 process the Client Personal Data set out in Appendix 1 on behalf of, and only on documented instructions from, the Client, unless required to do otherwise by applicable law, in which case Pure IP shall, unless legally prohibited from doing so, inform the Client of such legal requirement;
- 10.6.2 ensure that any persons authorized to handle, view or otherwise process the Client Personal Data are bound by appropriate obligations of confidentiality;
- 10.6.3 provide such assistance as is reasonably required and requested to enable the Client to comply with its obligations to respond to requests from data subjects in relation to the Client Personal Data, together with the Client's obligations regarding data security, notification by the Client of personal data breaches to the Supervisory Authority, communication by the Client of personal data breaches to the affected data subjects, data protection impact assessments and prior consultation with the Supervisory Authority in relation to any Client Personal Data within the time limits imposed by the Data Protection Legislation;
- 10.6.4 be authorized to engage a third party to process the Client Personal Data in connection with the Agreement as currently set out in Appendix 1 or other third-party processors necessary to deliver future Services ordered by Client (each a "Sub-Processor" and together the "Sub-Processors");
- 10.6.5 ensure that Pure IP and Sub-Processors' arrangement is governed by a written contract which offers at least the same level of protection for the Client Personal Data as that set out in the Agreement;
- 10.6.6 remain responsible for each Sub-Processor's compliance with the obligations of the Agreement and for any acts or omissions that cause Pure IP to breach any of its obligations under the Agreement;
- 10.6.7 transfer any Client Personal Data outside of the EEA or UK by ensuring that appropriate safeguards are in place to protect the Client Personal Data as required by the Data Protection Legislation;
- 10.6.8 have in place throughout the Term appropriate technical and organizational security measures to prevent the unauthorized or unlawful processing of the Client

Personal Data or the accidental loss or destruction of, or damage to, Client Personal Data;

- 10.6.9 promptly inform the Client if, in its opinion, any of the Client's instructions infringe Data Protection Legislation;
- 10.6.10 in accordance with Data Protection Legislation, notify the Client on becoming aware of a personal data breach involving Client Personal Data;
- 10.6.11 make available to the Client all information necessary to demonstrate compliance with the Data Protection Legislation;
- 10.6.12 allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client provided that (i) Pure IP shall be compensated for its costs and expenses in relation to such audit, (ii) reasonable advance notice shall be given in respect of any such audit and it shall take place no more than once in any twelve (12) month period, (iii) any such audit shall only be conducted during Pure IP's normal business hours, (iv) any such audit shall be conducted to cause minimal disruption to Pure IP's business operations, (v) no access shall be given to Pure IP's Confidential Information or any information relating to Pure IP or other customers financial data, and (vi) any third party auditor shall enter into confidentiality obligations directly with Pure IP which are reasonably acceptable to Pure IP; and
- 10.6.13 at the request of the Client, delete or return all Client Personal Data after the end of the provision of Services, and delete existing copies as reasonably possible unless applicable law requires storage of such Client Personal Data.

10.7 The Parties acknowledge and agree that Pure IP may act as a separate and independent Controller of personal data it receives from the Client in some instances and where this occurs Pure IP will process such personal data only as permitted under Data Protection Legislation and in accordance with the Agreement and its privacy policy.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Except as expressly provided in the Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in the Agreement shall be deemed to confer any assignment or license of the Intellectual Property Rights of one Party to the other Party.

11.2 Pure IP grants the Client a limited non-exclusive and royalty free license for the Term to use such of its Intellectual Property Rights as are strictly required by the Client in relation to its use of the Services as envisaged under the Agreement.

11.3 To the extent Pure IP is providing a Deliverable to the Client, the Client grants Pure IP a non-exclusive and royalty free licence to use such of its Intellectual Property Rights as are strictly required by Pure IP to meet its obligations under the Agreement.

11.4 The Parties agree that Pure IP or its licensors shall own all of, and the Client shall not acquire any title to or interest in any, Intellectual Property Rights owned by or licensed to Pure IP (including all Intellectual Property Rights in the Deliverables) and the Client shall not acquire any proprietary right or title to or interest in:

- 11.4.1 any new Intellectual Property Rights developed, created and/or made by or on behalf of Pure IP and/or its licensors pursuant to the Agreement;
- 11.4.2 any reproductions, enhancements, adaptations and modifications to Pure IP's or its licensors' Intellectual Property Rights made by or on behalf of Pure IP, its licensors and/or the Client pursuant to the Agreement; or
- 11.4.3 any other software, tools and other Intellectual Property Rights which are owned by or licensed to Pure IP which are used by the Client during the duration of the Agreement in the provision of the Services.

12. MONTHLY RECURRING CHARGES

12.1 There will be a Monthly Recurring Charge ("MRC") set forth in each Order entered into during the Term. Each month during the Term, Client agrees to pay Pure IP no less than the MRC identified on each Order (or the aggregate amount if more than one Order is entered into during the Term) subject to adjustment in accordance with the terms of the Agreement.

13. RATES AND CHARGES

13.1 Client shall pay to Pure IP, during each month of the Term, no less than the amount of charges contained in each monthly invoice.

13.2 Services are billed on a monthly basis.

13.3 Services are invoiced in advance, but usage charges are invoiced in arrears.

13.4 All non-recurring charges, which are non-refundable, will appear on the applicable monthly invoice.

13.5 The rates set forth in each Order as well as the out-of-contract rates are subject to change upon thirty (30) days' prior written notice to Client.

13.6 The set-up cost of any SBC will be added to Client's invoice upon receipt of an accepted Order. Charges for the SBC will be added to Client's invoice on the earlier of: (i) the activation date, (ii) seven (7) days of delivery of the SBC to the Site, or (iii) thirty (30) days after receipt of the accepted Order.

13.7 If Client's Total Service Charges do not meet or exceed the MRC indicated on each Order for any billing cycle during the Term, Client must pay the Total Service Charges, plus an amount equal to one hundred percent (100%) of the difference between the MRC and Client's Total Service Charges during the billing cycle.

13.8 Governmental Charges. Governmental Charges are fees Pure IP is permitted or required to collect from its clients in support of statutory or regulatory programs in connection with providing Services ("Governmental Charges"). If the fees are adjusted, Pure IP shall provide notice to Client of any such change. Any change shall become effective beginning on the first date of the next calendar month following notice to Client.

14. PAYMENT

14.1 Each monthly invoice must be paid no later than the due date identified thereon (the “Due Date”). If an invoice is not paid by the Due Date, Client shall pay Pure IP a monthly late charge equal to one and one-half percent (1.5%) of the outstanding balance or the maximum amount permitted by law, whichever is less.

15. BILLING DISPUTES

15.1 If Client disputes charges, Client must give Pure IP written notice of such dispute by the Due Date. If notice of dispute is not received by Pure IP by the Due Date, such invoice shall be deemed to be correct and binding on Client. Notwithstanding the foregoing, if any charges are reasonably disputed by Client, such charges (along with late fees attributable to such charges) shall not be due and payable for a period of thirty (30) days following the Due Date (the “Dispute Period”), provided Client: (i) pays all undisputed charges on or before the Due Date, (ii) presents to Pure IP on or before the Due Date a detailed written statement disputing such charges which statement shall include, but not be limited to, documents concerning the disputed billing discrepancies, and (iii) negotiates in good faith with Pure IP for the purpose of resolving such dispute within the Dispute Period. If Client does not pay any or all of the undisputed charges, Pure IP shall have the right to exercise its remedies under Paragraph 18 below. Nothing contained herein shall limit Client’s right to dispute amounts at any time following the Due Date, however, Pure IP shall not be obligated to consider any notice of disputed charges that it receives after the Due Date.

15.2 The Parties agree to negotiate in good faith for the purpose of resolving any properly raised dispute(s) relating to the Client’s invoice, subject to the following:

15.2.1 If the dispute is mutually agreed upon and resolved in favour of Pure IP, Client agrees to pay Pure IP the disputed charges within ten (10) business days of resolution.

15.2.2 If the dispute is mutually agreed upon and resolved in favour of Client, and Client has paid the disputed charges to Pure IP, Client will receive a credit for the disputed charges.

15.2.3 If Pure IP has responded to Client’s dispute in writing and the Parties fail to mutually resolve or settle the dispute within the Dispute Period (unless Pure IP has agreed in writing to extend such period), the dispute shall be escalated to members of the Parties’ executive management (each member a “Representative”) for resolution. The Parties’ Representatives will make all reasonable efforts to meet within ten (10) business days to attempt to resolve any such dispute. By agreement of the Representatives, additional meetings may be scheduled in an effort to resolve the dispute.

16. LIMITATION OF LIABILITY.

16.1 THE TOTAL LIABILITY OF PURE IP IN CONNECTION WITH THE AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CLIENT OR (B) THE AMOUNT PAID BY CLIENT TO PURE IP UNDER THE APPLICABLE ORDER(S) FOR THE ONE (1) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. IN NO EVENT SHALL PURE IP, ITS AFFILIATES, OFFICERS, DIRECTORS OR SHAREHOLDERS BE LIABLE FOR ATTORNEYS’ FEES, COURT COSTS, OR

INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM THE PARTIES' RELATIONSHIP OR CONDUCT OF BUSINESS UNDER THE AGREEMENT. FURTHER IN NO EVENT SHALL PURE IP BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INTERRUPTION OR DEGRADATION OF SERVICES CAUSED BY NETWORK OR FACILITY FAILURE, OR FOR EQUIPMENT, NETWORK OR FACILITY UPGRADE, OR SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO PURE IP OR CLIENT.

17. TERMINATION FOR CAUSE

17.1 Either Party may terminate the Agreement or a Service for Cause. Except for Client's failure to pay as specifically provided for below, "Cause" shall mean a material breach of any material provision of this MSA, an Order or a Service Addendum and such breach is not cured within thirty (30) days after delivery of written notice from the non-breaching Party.

17.2 Pure IP shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) actions by Client or its End Users; (iii) construction delays and/or costs; or (iv) inability to install Service(s) at a Site.

18. TERMINATION BY PURE IP

18.1 In the event Client fails to pay an invoice by the Due Date, Pure IP may issue a notice of default. If Client fails to pay any undisputed charges within ten (10) days of the default notice, such nonpayment shall be considered "Cause" for termination as indicated in Paragraph 17 and Pure IP may discontinue one or more Services and/or terminate the Agreement.

18.2 Upon thirty (30) days written notice, Pure IP may discontinue one or more Services and/or terminate the Agreement if: (i) after Pure IP's request, Client fails to provide a bond or security deposit; or (ii) if, as determined by Pure IP in good faith, Client provides false information to Pure IP regarding the Client's identity, creditworthiness, or its planned use of the Services.

18.3 Pure IP shall have the right to terminate or suspend one or more Services without notice to Client, if: (i) in the opinion of Pure IP, the interruption of the Service(s) is necessary to prevent or protect against fraud or otherwise protect Pure IP's or any of Pure IP's clients' personnel, facilities, or network; (ii) Pure IP has reasonable evidence, in Pure IP's opinion, of Client's or Client's End Users' illegal, improper or unauthorized use of the Services, including without limitation the origination of suspected illegal traffic by Client or one of their End Users; (iii) Pure IP is required to do so by legal or regulatory authority, or (iv) such actions are necessary due to Client's insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or other similar event; or (v) Client's violation of Paragraph 6 of this MSA

18.4 Any termination, disconnection or suspension of Service(s) shall not relieve Client of any liability (i) incurred prior to such termination, disconnection or suspension, (ii) for payment of any unaffected Service(s), and (iii) for applicable data storage fees and charges. Pure IP reserves the right to pursue all available legal remedies if it terminates the Agreement, or any part thereof, or disconnects a Service(s) in accordance with this Paragraph 18. All terms and conditions of the Agreement shall continue to apply to any Service(s) not so terminated. If Pure IP terminates Service(s) in accordance with this Paragraph 18, and Client wants to restore such Service, Client must remit all past due charges to Pure IP and may have to pay a reconnection charge, not to exceed £200, and a deposit.

19. TERMINATION BY CLIENT

19.1 Client may terminate the Agreement, an Order and/or any Service pursuant to Paragraph 17, or upon Client's thirty (30) days prior written notice to Pure IP, without incurring termination liability, as a result of Pure IP's breach of any law, rule or regulation that materially affect's Client's use of the Service(s) and which breach remains uncured at the end of the notice period.

20. EARLY TERMINATION CHARGES

20.1 If (a) Client terminates this MSA, any Order or a Service during the applicable Service Term for reasons other than Cause or (b) Pure IP terminates this MSA, any Order or a Service for Cause pursuant to the Paragraphs 17 or 18 of this MSA then the Client shall pay, within ten (10) business days after such termination: (i) all accrued but unpaid charges incurred through the date of such termination, plus (ii) an amount equal to one-hundred percent (100%) of the MRC for each month remaining in the unexpired portion of the applicable Service Term (or, in the case of a terminated Service, for the balance of the applicable Service Term), or in the event the Service Term has not commenced, an amount equal to one-hundred percent (100%) of the MRC for the entire applicable Service Initial Term on the date of such termination (or, in the case of a terminated Service, the pro-rata portion thereof), plus (iii) a refund of any and all installation credits, sign-up credits, or other up-front credits and discounts provided to Client under the Agreement or applicable Order.

21. CONFIDENTIAL INFORMATION

21.1 Commencing on the date Client executes this MSA, and continuing for a period of three (3) years following the termination or expiration of this MSA, each Party shall protect as confidential, and shall not disclose to any third party, any Confidential Information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or otherwise discovered by the Receiving Party during the Term, including, but not limited to, the terms of this MSA, Orders, Service Addendums, Service Level Agreements, and all other documentation that is made part of the Agreement. Confidential Information includes, but is not limited to, pricing, network or other designs, formula, pattern, compilation, device, methodology, technique, technology, process, customer lists, business plans, computer equipment, software, financial projections, marketing information, all technical or commercial know-how, specifications, inventions, processes or initiatives, actual or anticipated research and development and similar internal data relating or belonging to a Party, or other information that is marked confidential or bears a marking of like import, or that the Disclosing Party states (orally or in writing) is confidential or which under the circumstances surrounding the disclosure, the Receiving Party knows or should know is treated as confidential by the Disclosing Party (collectively the "Confidential Information"). The Parties shall use Confidential Information only for the purpose of the Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the Receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known through no wrongful act or omission of the Receiving Party; (c) is received, without restriction, from a third party free to disclose it without obligation to the Disclosing Party; (d) is developed, independently, by the Receiving Party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, court or governmental order. Client's data ("Client Data", which shall also be known and treated by Pure IP as Confidential Information of Client) shall include Client's data collected, used, processed, stored, or generated as the result of the use of the Services. Client has obtained the necessary consent from its employees and End Users to provide Pure IP with any employee and/or End User related Client Data to perform Services pursuant to the Agreement.

22. DISCLAIMER OF CERTAIN DAMAGES

22.1 Pure IP shall not be liable to Client or to any third party for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or loss of business, revenue, profits or goodwill arising in connection with the Agreement, under any tort, contract, indemnity, warranty, strict liability or negligence, even if the Party knew or should have known of the possibility of such damages. Unless otherwise agreed in writing, Pure IP's sole obligation with regard to any error in the Services or hardware is to provide, as applicable, the remedy set forth in the applicable Service Level Agreement or the support service terms. Pure IP shall not be liable for any claims made against, or liabilities incurred by, Client as a result of Client's or Pure IP's performance under the Agreement which may result in Client's responsibility for any and all shortfalls, early termination charges and other charges Client may incur from any previous provider for similar or identical services.

23. INDEMNIFICATION

23.1 Client shall indemnify and hold harmless Pure IP, its officers, directors, employees, agents, parent, Affiliates, direct and indirect subsidiaries, successors and assigns from and against all claims for damages, liabilities, or expenses, including reasonable attorney's fees attributed to, arising out of or resulting from use of the Services.

24. CREDIT CHECKS AND DISCLOSURES

24.1 Client agrees to provide Pure IP with necessary credit information so that Pure IP may ascertain Client's commercial creditworthiness:

24.1.1 at the time of, or prior to, the execution of this MSA; and

24.1.2 if Client experiences a material adverse change in its financial condition.

24.2 The Client authorizes Pure IP to use and disclose, in the UK and abroad (both inside and outside of the EEA), to Pure IP's Affiliates, partners and agents, any telecommunications company, debt collection agency, credit and fraud prevention agency, emergency services agency, governmental agency, law enforcement agency, and other users of these agencies who may use this information for the same purposes of Pure IP, information about the Client and the Client's use of the Services including phone and numbers and/or email addresses of calls, location data (where available), with respect to mobile phones texts and other communications made and received by Client, the date, duration, time and cost of such communications, and information about how the Client conducts the Client's account for purposes of operating the Client's account and providing Client with the Services for the following purposes:

24.2.2 credit control;

24.2.3 fraud and crime detection;

24.2.4 prevention and investigation of civil offences; and

24.2.5 as required for reasons of national security or under law.

24.3 The Client can obtain further details of Pure IP's intended use of such data from Pure IP's privacy policy available at www.pure-ip.com.

25. ASSIGNMENT

25.1 Neither Party may assign the Agreement or any of its rights thereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that (i) Pure IP may assign its rights and/or obligations under the Agreement (a) to any Affiliate or subsidiary, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all of its assets, or (c) for purposes of financing; and (ii) Client may assign its rights and/or obligations under the Agreement, (a) to its Affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all of its assets, provided that any assignment by Client pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies Pure IP's then current credit and deposit standards; (ii) Client has fully paid for all Services through the date of the assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of the Agreement. Any assignment in violation of this Paragraph is null and void.

26. SERVICE MARKS, TRADEMARKS AND PUBLICITY

26.1 Client shall not use any service mark or trademark of Pure IP, without prior written consent. Pure IP shall have the right to disclose Client's use of the Services in connection with advertising, promotion, press release or publication.

27. FORCE MAJEURE

27.1 If either Party's performance under the Agreement or any obligation thereunder (excluding the obligation of payment) is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, epidemics, pandemics, quarantines, public health emergencies, fire, explosion, vandalism, cable cut by a third party, earthquake, storm or other similar occurrence, any law, order, regulation, direction, action or request of a government, or of any department, agency, commission, court, bureau, corporation or other instrumentality of a government, or of any civil or military authority, or by national emergency, insurrection, riot, terrorism, war, accident, strike, lockout or work stoppage or other labour difficulties, or supplier failure, shortage, breach or delay, then the affected Party shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. The affected Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

28. THIRD PARTY RIGHTS

28.1 The Agreement is made for the benefit of the Parties and their successors and permitted assigns and is not intended to benefit or be enforceable by anyone else.

28.2 Nothing in the Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999 or any equivalent statute or rule of law in any jurisdiction.

29. NO PARTNERSHIP OR AGENCY

29.1 Nothing in the Agreement is intended to or shall operate to create a partnership between the Parties, or to authorize either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

30. WAIVER

30.1 No waiver by either Party of any provision or any breach of the Agreement shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver. Delay or failure of either Party to insist on strict performance of any provision of the Agreement or to exercise any rights or remedies in the Agreement shall not be deemed a waiver.

31. NOTICES

31.1 Any notice under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Party at its address as set out above, or such other address as may have been notified by that Party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received two (2) hours after the time of transmission.

32. ENTIRE AGREEMENT

32.1 This MSA, any Order, Service Addendum, Service Level Agreement, and policies (and any attachments, or other documents incorporated therein or herein by reference) constitute the entire agreement with respect to the Services provided pursuant to the Agreement and supersede all other representations, understandings or agreements that are not expressed herein or therein, whether oral or written.

33. SEVERANCE

33.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, then subject to Paragraph 34.2 that provision shall be deemed to be deleted and the other provisions shall remain unaffected and in full force.

33.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

34. COUNTERPARTS

34.1 This MSA may be executed in any number of counterparts, each of which shall be deemed to be an original but shall not be effective until each Party has signed at least one such counterpart and all of the counterparts together shall constitute one and the same instrument.

34.2 Each Party agrees, at its own cost and expense, to execute and deliver any further documents and instruments and take such other actions, as may be reasonably required or deemed appropriate by Pure IP to carry out the intent and purpose of this MSA. This MSA shall enure to and be binding upon each Party's respective successors and permitted assigns.

35. GOVERNING LAW

35.1 The Agreement and any disputes arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual duties or claims) are governed by and construed in accordance with the law of England.

35.2 The Parties agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

By signing below, the Parties agree to the foregoing and have executed this MSA as of the date first written below (the "Effective Date").

CLIENT

Signed: _____
Name: _____
Title: _____
Date: _____

PURE IP LIMITED

By: _____
Name: _____
Title: _____
Date: _____

Appendix 1

Description of Client Personal Data

Categories of data subjects

The Client Personal Data processed relates to individuals who utilize the Services provided by Pure IP.

Categories of Personal Data

The categories of Client Personal Data processed will depend on the specific Services provided by Pure IP, but may include:

- Call Detail Records (“CDRs”) includes calling number (the number from which the call originated), called number (the destination phone number), time & date of the call, the call duration and the country/region of the call.
- Business contact details (including name of business representative, business email address, business contact number, business site address, proof of identity).
- Telephone numbers and associated users (full name, address and email address).
- List of telephone numbers and associated users (their full name and email address) and user’s address (as entered manually by the Client).
- Inbound and outbound fax messages during transmission only.

Special categories of Client Personal Data

Pure IP and its Sub-Processors do not request special category personal data and request that Client avoid sharing special category data through its use of the Services, and specifically, Client’s use of call recording and SMS services (if ordered) to which this sub-section applies. If special category data is processed as a result of Client’s use of the Services, then it will be treated as Client providing consent for the special category personal data to be processed and the Client has obtained any relevant consents from End Users as may be required under Data Protection Legislation or other applicable law.

Nature and purpose of the processing

For the purposes of the provision of the Services by Pure IP under the Agreement.

Sub-Processors and location

- Pure IP California LLC, (USA)
- Pure IP Limited, (UK)
- Pure IP Europe BV, (The Netherlands)
- Pure IP Limited, (New Zealand)
- WCS Asia, Inc. (Philippines)

Duration of processing

Unless stated otherwise in the Agreement, or agreed in writing between the Parties, Client Personal Data will be processed for the Term.