

MASTER TERMS

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement the following terms shall have the following meanings, unless the context otherwise requires:
- “Agreement”** means these Master Terms and all Order Forms, Schedules or Annexures which incorporate these Master Terms by reference;
- “Business Day”** means a day (other than a Saturday or Sunday or public holiday) on which banks are open for general banking business in London;
- “Charges”** means the Omni Licences and AI Agent Licences and/or Rates/Interaction Charges and/or PCI DSS Service charges set out in the Order Form (as varied from time to time) payable by the Customer or, or if not set out in an Order, Connex’ then current price list as varied by Connex from time to time;
- “CLI”** means calling line identity data which includes the telephone number of the calling party;
- “Codes of Practice”** Means any guidance or legal and regulatory codes of practice rules of procedure, guidelines, directions or policies and other requirements applicable to the jurisdiction where the Services are provided in each case as amended from time to time;
- “Commencement Date”** is the date set out in the Order Form;
- “Confidential Information”** means all information of a confidential and/or proprietary nature disclosed (whether in writing, verbally or otherwise and whether directly or indirectly) by either Party to the other, whether before or after the Commencement Date including, any information relating to such Party’s customers, personnel, suppliers, products, software, operations, methodologies, processes, procedures, techniques, MIS (Management Information System) formats, briefing templates, scripts, call handling processes, databases and other storage media (of whatsoever nature) whether in human or machine readable form, developments, plans, intentions, product and price information, know-how, design rights, trade secrets, market opportunities, business affairs and the terms and conditions of this Agreement (including the Charges);
- “Connection”** means the connection of an End User to an End Recipient via the Service;
- “End Recipient”** means the person who receives an Interaction from an End User;
- “End User”** means an individual named person who is an employee or contractor of the Customer who is authorised to use the Software and Services and initiates Interactions which uses (or is to use) the Services, the number of which is set out in the Order Form;
- “Inbound Traffic Routing”** means the routing by Connex of Interactions received by it from other networks or other Customers to any one of the Numbers;
- “Interaction”** means a transmission, placed via the Services, through a telecommunication system (which may include a voice, media, or text communication);
- “Interaction Charges”** means the duration of the voice call with the differing services added such as, but not limited to, WhatsApp, SMS text messages, multiplied by the Rate;
- “Networks”** means the communications networks operated by the Network Providers and used by Connex;
- “Network Providers”** means the communications network operators providing connectivity over which the Services are supplied;
- “Notice Period”** means the period set out in the Order Form;
- “Numbers”** means the numbers allocated to the Customer as part of the Services as set out in the Order Form as from time to time amended by either Connex or the Customer;
- “Number Portability”** means the service that enables subscribers to request retention of certain telephone numbers;
- “Outbound Traffic Routing”** means the routing by Connex of Interactions received by it from the Customer to any number;
- “PCI DSS Service”** means the service as more particularly described in, and subject to the terms of, Schedule 2, where the Customer is to receive applicable licenses for the same.
- “Personal Data”** means data related to an individual including data transmissions (including the originating and destination numbers, IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing, or maintenance of the transmission), and data containing personal and/or private information of the Customer’s officers, employees or authorised users of the Services.
- “Order Form”** means the form containing details relating to the Customer and specifics of its relationship with Connex which incorporate these Master Terms by reference, as amended from time to time in accordance with Clause 18 of these Master Terms;
- “Rates”** means the rates payable per minute, per Interaction, or per call or a combination thereof as set out in the Charges as amended from time to time pursuant to the terms of this Agreement;
- “Regulations”** means all laws, enactments, ordinances, pacts, decrees, treaties, codes, directives, orders, notices of official published plans or policies with legal or actual force in any jurisdiction and/or over any class of persons and all such other requirements of law and Codes of Practice in relation to the Services, any resale

thereof, the Connection, and any conduct or actions undertaken by Customer as part of or through its use of the Services including, but not limited to, those issued by any independent committee or competent authority as may be appointed from time to time by the applicable Regulating Authority.

“Regulating Authority” means any person or authority (including any national or local governmental or international organisation or any subdivision or agency or executive arm of any of them), any court or judicial officer or any securities exchange with legal authority to regulate the Services;

“Renewal Term” has the meaning ascribed to it in Clause 15.1;

“Services” means the provision of services by Connex (including the supply of Software) which may include AI services, Outbound Traffic Routing, Inbound Traffic Routing and outbound dialling to fixed and mobile telephone numbers, SMS, social media, and call recording as more particularly described in the Order Form as required and subject to any territorial restrictions that may apply in accordance with the Order Form;

“Software” means any software which access is granted to as part of the Services including the software known as Connex One as set out in the Order Form where required. For the avoidance of doubt, the license to access the software will be on a limited software as a service basis only and will be entirely hosted by Connex;

“Term” is the period set out in the Order Form;

“Virus” anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 In this Agreement:

- 1.2.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;
- 1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 1.2.3 The Schedules and Order Form form part of this Agreement and shall have effect as if set out in full in the body of this Agreement;
- 1.2.4 A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established;
- 1.2.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular;
- 1.2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.7 A reference to any party shall include that party’s personal representatives, successors and permitted assigns;
- 1.2.8 A reference to a statute or statutory provision is a reference to it as amended, extended, or reenacted from time to time;
- 1.2.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.10 A reference to writing or written includes e-mail but not fax;
- 1.2.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.12 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement; and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.2.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

2. Commencement and Duration

This Agreement shall come into effect on signature, and the provision of Services and obligations shall commence on the Commencement Date and shall continue unless terminated earlier in accordance with Cause 15 (“Agreement Term”). Access to the Services shall be provided by Connex as soon as reasonably practicable following signature of the Order Form and completion, to Connex’ satisfaction, of any surveys or installation. The Customer’s obligations, including payment of the Charges, commence on signature.

3. Conditions of Sale and access to Software

- 3.1 Connex shall provide the Services to the Customer pursuant to the terms and conditions of this Agreement. It is an express condition of this Agreement that all Charges are received by Connex for the entire Term.
- 3.2 Should Connex provide services which are additional to the Services, which may be agreed verbally or in writing, these shall be incorporated by reference into this Agreement and therefore be governed by the terms and conditions herein, . Such additional services shall be subject to additional charges to be agreed by the Parties.
- 3.3 The Customer acknowledges and agrees that this Agreement is non-exclusive, and nothing herein shall prevent Connex from selling and promoting the sale of the Services in any place, to any person and by such means as it may

determine in its absolute discretion, without violating the Customer's Confidential Information.

- 3.4 Subject to the Customer paying all Charges due and observing and complying with this Agreement, Connex grants to the Customer (and the number of End Users for which End User licenses of access are purchased in accordance with the Order Form in respect of those specific Services), a non-exclusive, non-sublicensable, non-transferable right to access and use the Software and/or the PCI DSS Service (as applicable) only for its own internal business purposes and benefit only during the Agreement Term. Access to the Software shall be limited to access as a hosted software solution only with no access to source code being made available (or distribution of the same), via specific IP ranges identified in writing between Connex and the Customer.
 - 3.5 Connex shall provide the Customer with initial unique credentials to access the Software. These credentials shall be required should the Customer use the Software and to grant other employees and individuals in the Customer's control (and where such individuals are subject to written contracts expressly setting out such control) access to the Software up to, and not exceeding, the number of End User licences purchased in accordance with the Order Form.
 - 3.6 Where the Customer is to receive PCI DSS Services, as set out in the Order Form, the terms set out in Schedule 2 shall apply in addition to those set out herein.
- 4. Obligations of the Customer**
- 4.1 During the Agreement Term, the Customer undertakes and warrants that it shall:
 - 4.1.1 act fairly and reasonably in all dealings with its End Recipients and provide a high standard of service thereto;
 - 4.1.2 act lawfully, loyally and in good faith to Connex and comply with all reasonable orders and instructions of Connex from time to time in relation to the use of the Services;
 - 4.1.3 comply with all relevant Regulations and refrain from initiating automated, artificial, or prerecorded voice calls (robocalls) or engaging in telemarketing activities in a manner which violates applicable Regulations.
 - 4.1.4 keep proper records clearly showing all enquiries, transactions and proceedings relating to this Agreement and in particular all transactions (including Connections) undertaken by the Customer in relation to the Services, and on demand provide Connex, or its authorised representatives with copies of such records;
 - 4.1.5 provide Connex with such assistance and information as it may reasonably require from time to time, amongst other things, in order to verify that the Customer is complying with its obligations under this Agreement and/or to assist Connex in complying with any obligations it may have under the Regulations, or any requirement notified to Connex in accordance with Clause 4.1.3. All reasonable costs incurred by Connex in complying with its obligations shall be met (and paid on demand) by the Customer;
 - 4.1.6 keep Connex informed of all Services running on each number or number range where applicable and to immediately notify Connex in writing of any change and the full details of any change in respect of the Services;
 - 4.1.7 permit Connex to withhold all or any sums payable as ordered by a Regulating Authority or a Network Provider;
 - 4.1.8 keep the security token, or any password and log-in information confidential and only provide it to those End Users who require it;
 - 4.1.9 be solely responsible for giving required access credentials of an appropriate level to appointed individuals (i.e., don't provide administrative system login to all End Users);
 - 4.1.10 notify Connex immediately if it becomes aware of, or suspects, that any unauthorised third party has knowledge of, or access via, security token or any password and log-in information provided to it or assigned by it to any End User;
 - 4.1.11 make all End Users aware of these restrictions and requirements and undertake to comply with them (and the Customer shall remain responsible at all times for the actions or omissions of End Users);
 - 4.1.12 comply with all computing security procedures that may be deemed reasonably necessary as directed by Connex;
 - 4.2 not at any time during the Agreement Term:
 - 4.2.1 provide any service or use any of the Services which, in the reasonable opinion of Connex, bring or may bring Connex or any Network Provider into disrepute;
 - 4.2.2 cause or knowingly or recklessly allow others to cause, any nuisance annoyance or inconvenience whether to Connex, a Network Provider or customer who is contacted via the Services;
 - 4.2.3 knowingly use or knowingly permit or knowingly allow any other person to use any of the Services provided by Connex for any activity which is or may be illegal, in violation of any applicable Regulations or criminal activity;
 - 4.2.4 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
 - 4.2.5 attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Software; or

- 4.2.6 access all or any part of the Software in order to build a product or service which competes with the same; or
 - 4.2.7 use the Software to provide services to third parties (but, for the avoidance of doubt, excluding the use for placing Interactions to customers in accordance with the Software functionality); or
 - 4.2.8 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party, or
 - 4.2.9 attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this Clause 4; and
 - 4.2.10 upload, store, distribute or transmit any Viruses via the Software.
- 4.3 not at any time during the Agreement Term use the Services:
 - 4.3.1 as a means of communication for a purpose other than that for which the Services are provided and as may be set out or described from time to time in any service literature which the Customer uses as reference material (Connex will provide the Customer with such reasonable notice as is practicable should there be any material change to Connex's service literature); or
 - 4.3.2 for the transmission of any material which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene, or menacing character or is or may be illegal or criminal activity; or
 - 4.3.3 in a manner which constitutes a violation or infringement of the rights of any other party; or
 - 4.3.4 otherwise than in accordance with all relevant licenses and authorisations and with all orders, directions, determinations, or consents of all competent authorities; or
 - 4.3.5 any other conditions which Connex may notify to the Customer in the interests of best working practices in the telecommunications industry including compliance with applicable 'acceptable use policies' or 'AI policies' as applicable, including those stipulated by any Network Provider(s).
 - 4.4 The Customer shall not be excused from paying Connex for the Services provided to the Customer or any portion thereof on the basis that fraudulent Interactions and other communications comprised a corresponding portion of the Services. In the event Connex discovers fraudulent Interactions being made (or reasonably believes fraudulent Interactions are being made), nothing contained herein shall prohibit Connex from taking immediate action (without notice to the Customer) that is reasonably necessary to prevent such fraudulent Interactions from taking place, including without limitation, denying Services to the Customer or terminating the Service to or from specific locations. Connex shall not, however, have any obligation to monitor the Service or take any action to detect fraudulent Interactions.
 - 4.5 The Customer shall at all times conduct its business in a legal, commercially reasonable, and ethical manner. To the extent that the Customer makes any statements or representations to third parties, including the End Recipients, with regard to Connex, the Services or the terms of this Agreement, such statements or representations shall be true, accurate and not misleading and shall conform to and be consistent with the terms herein and the Customer shall not represent to its customer that it sells the Services for or on behalf of Connex.
 - 4.6 The Customer shall keep all proper and up to date books, accounts and records showing clearly all matters relating to this Agreement.
 - 4.7 The Customer shall reimburse Connex for any third-party costs and expenses arising as a result of a request by the Customer or any of its customers for, and shall indemnify Connex against, any future costs and expenses arising after the termination of the Agreement in relation to any request or requests for Number Portability made during the Agreement Term.
 - 4.8 Connex may from time to time provide the Customer with guidelines and reasonable instructions relating to the Customer's responsibilities and obligations under this Agreement. The Customer shall ensure that its directors, employees, servants, customers, and sub-contractors are made fully aware of, and comply fully with, such guidelines and instructions.
 - 4.9 Connex shall be entitled at any time to request, and the Customer shall be obliged to promptly provide, such information as Connex may reasonably require in order to establish to its reasonable satisfaction that the Customer is discharging its obligations under this Agreement. Connex shall be entitled to pass such information (or any part thereof) or any knowledge it may have of the Customer or any suspected illegal or criminal activity to any Regulating Authority whether the information is requested by them or not.
 - 4.10 The Customer acknowledges Connex's ability to provide the Services is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide), as well as the accuracy and completeness of any information and data the Customer provides to Connex. Accordingly, the Customer shall provide Connex with access to, and use of, all personnel, information, data, and documentation reasonably required by Connex for the performance by Connex of its obligations under this Agreement (including, without limitation, access to its premises where required for the delivery of training (if any) as set out in the Order Form).
 - 4.11 The Customer shall use Connex's Services in accordance with the manuals or instructions provided by Connex. The Customer acknowledges that all Customer premises data and voice network infrastructure, LAN, and IP voice equipment including but not limited to routers, switches, firewalls, cable plant,

analogue converters, analogue telephone adaptors, modems, fax machines, IVR devices, CTI devices, IP phones, IP soft phones, servers, and personal computers ("Customer Network") is the responsibility of the Customer.

- 4.12 The Customer agrees to use the Services in accordance with all guidelines set forth by the applicable Regulating Authority governing the Customer's use of the Services. The Customer agrees to prevent silent and abandoned calls and ensure compliance with all Regulations governing such calls.
- 4.13 Connex shall retain title to all equipment, software (inclusive of the Software) and associated property provided by Connex used in connection with providing the Services to the Customer. Upon expiration or termination of the Agreement for any reason, the Customer shall surrender all Connex equipment, software, and associated property, if any, to Connex in the same condition as installed, with the exception of ordinary wear and tear. Customer shall be liable to Connex for replacement of any equipment, software and associated property lost, stolen or damaged while in the care of Customer. All hardware is at the risk of the Customer whilst in the Customer's possession.
- 4.14 The Customer agrees to comply with all specifications and measures required by Connex and acknowledges that the supply of Services is subject to all such specifications and measures.
- 4.15 The Customer shall use all reasonable endeavors to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify Connex.
- 5. Supply of Services**
- 5.1 Connex (subject to the Customer complying with its obligations under this Agreement) shall provide the Services to the Customer within a reasonable period of time and where possible, in accordance with the dates set out in the Order Form and using reasonable skill and care, but the Parties agree that Connex does not warrant that the Services are or will be error free or free from faults. The Customer acknowledges that any dates provided are estimates only.
- 5.2 Connex will notify the Customer as soon as reasonably practicable after Connex becomes aware of an actual or potential fault in Connex's public switch telecommunications system and Connex may suspend the Services from time to time in order to maintain or repair any fault within its direct control.
- 5.3 Connex is not responsible for maintenance of the Customer's Network nor shall Connex be obliged to deal with or respond to any fault or service interruption reported to it directly.
- 5.4 The Customer acknowledges and agrees that it is responsible for determining the necessary number of simultaneous Interactions, and number of Interactions required by the Customer. Notwithstanding anything to the contrary in this Agreement, Connex shall have no liability for network congestion or other service affecting problems which relate or are caused by the Customer making too many simultaneous Interactions at the same time.
- 5.5 Connex shall not be in breach of contract, nor have any liability whatsoever to the Customer, for failing to provide, or not continuing to provide, any or sufficient numbering; and/or switch and network capacity, or any underlying network configuration in the event that the Customer demands a significantly greater volume of minutes and/or significantly increases its demands for Interaction data records at any time relative to preceding months without reasonable consultation with, and written agreement from Connex.
- 5.6 The Customer undertakes to promptly supply free of charge all information and assistance which Connex may reasonably require to enable it to perform its obligations under this Agreement including in particular to establish and to verify any Charges hereunder and to use reasonable endeavors to ensure the accuracy thereof.
- 5.7 For Services that support quality of service e.g., IPVPN or leased lines the quality of the phone call will be business standard at all times. Currently broadband services are provided on a contended basis. Because of this Connex cannot guarantee a consistent level of quality for broadband-based service.
- 6. Intellectual Property Rights**
- 6.1 Both Parties acknowledge that all intellectual property rights (including without limitation, patents, trademarks, copyrights, designs, rights in databases, rights in and to know-how and confidential information (in each case whether registered or unregistered) and applications for the foregoing) subsisting anywhere in this world ("IPR") which may arise out of the performance by the Parties of its their obligations under this Agreement belong to and vest in Connex and that this Agreement may not operate to grant any right, title or interest in any IPR to the Customer other than for the purpose of carrying out and receiving the Services envisaged.
- 6.2 The Customer shall not during the continuance of this Agreement make or have any claim to the IPR or do anything which may impair Connex's rights, title, and interest in and to the IPR or which might prejudice their distinctiveness or validity, or the goodwill in relation thereto accruing to the other party.
- 6.3 Any breach of this Clause 6 shall entitle Connex to terminate this Agreement immediately without notice to the Customer.
- 7. Charges and Payment**

- 7.1 Connex shall supply the Customer with invoices as per the terms outlined in the Order Form and on or prior to the dates set out therein.
- 7.2 The Customer shall pay to Connex all Charges outlined in the aforementioned invoices by the required dates. For the avoidance of doubt nothing in this Agreement shall prevent Connex from claiming from the Customer any Interaction Charges which were not billed at the time of usage, within three months of the time of the unbilled Interactions
- 7.3 Connex shall have the right at any time to increase the Interaction Charges on giving to the Customer 30 days' prior written notice, as a result of:
 - 7.3.1 a direction, determination, order, or decision of any Regulating Authority; or (b) any notice is issued by the Carrier or Network Operator amending or introducing a payment for telecommunications services; or
 - 7.3.2 a variation of a Charge which has retrospective effect payable by Connex in respect of any person authorised by a license to run a telecommunication system in the territory or elsewhere; or
 - 7.3.3 any other circumstances which in the reasonable opinion of Connex render the provision of the Services more expensive and thus no longer feasible to provide. If Industry wholesale rates reduce in cost, Connex will pass reductions on to the Customer. Amounts will be agreed by both Parties.
- 7.4 All Rates shall be rounded up to the nearest fourth decimal place of a penny and all sums payable under this Agreement are exclusive of and do not include any sales, use, value-added, or other taxes, charges and/or duties, which shall be Customer's responsibility and which shall be payable in addition except where exemption has been agreed as per the Order Form. For the avoidance of doubt, the Customer is responsible for its own bank charges due on any payments made.
- 7.5 Unless otherwise specified in an Order Form, all Charges shall be due and payable within thirty (30) days after the invoice date. Payments received by Connex under this Agreement after their due date will incur late charges at a rate equal to 4% above the base lending rate of Barclays Bank plc from time to time (both before and after the judgment of any court of competent jurisdiction) accruing at a daily rate and compounded annually, and such amounts will be billed to Customer by Connex.
- 7.6 Any fraud or other improper or unlawful use of the Services shall not relieve the Customer of its payment obligations to Connex, so long as it can be demonstrated that those Interactions originated from the Customer's authorised machines.
- 7.7 The Customer acknowledges that it is liable and shall pay on demand for all charges, levies, deposits, prepayments form of security and fees imposed on Connex or the Customer relating to the number ranges or subsets allocated by Connex to the Customer imposed by any Regulating Authority.
- 7.8 All Charges due from the Customer to Connex shall be calculated by reference to data logged or recorded by Connex and not to data logged or recorded by the Customer. If the Customer disputes the data logged or recorded by Connex, it must immediately notify Connex of such a dispute. If the Parties are unable to resolve any issues within 14 days, the matter shall be passed onto an expert for resolution
- 7.9 Connex shall maintain records of the Customer's traffic, to calculate applicable Interaction Charges ("the Statement") based upon Connex 's traffic records setting out:
- 7.10 In the absence of manifest error, the Statement will be deemed to be a conclusive record of the volume, duration, and number range type of all traffic over an interconnect.
- 7.11 If the Statement states there is a balance payable to Connex by the Customer, the Statement will be accompanied by an invoice from Connex based upon the Statement. Notwithstanding anything else in the Agreement, this amount must be paid by the Customer to Connex in accordance with the terms outlined in the Order Form.
- 7.12 The Customer acknowledges that a Statement may be retrospectively adjusted by Connex if it is subsequently determined (whether by settlement, mediation, arbitration or otherwise) between Connex and the relevant third-party Network Provider that the costs set out in the Statement are less or more than different from the cost payable by Connex to the third-party network operator for traffic which passed over the interconnect during the relevant period. Notwithstanding anything in the Agreement, if such an adjustment takes place, the Customer shall pay Connex any additional amounts, Connex within 7 days of the date of Connex invoice or credit setting out such amounts.
- 7.13 Any Interactions to a 'Number Translation Service' (NTS) range will be charged at the rate prevailing at the time of the Interactions.
- 8. Suspension of the Agreement**
- 8.1 Without prejudice to any other of its rights under this Agreement, Connex may immediately suspend the provision of the Services (in whole or in part) without any liability to the Customer during any period:
 - 8.1.1 if any amounts owing to Connex under this Agreement are unpaid (whether disputed or not);
 - 8.1.2 if and to the extent in Connex's opinion the same is necessary to avoid any breach of Connex's authority, consent, or permission to provide the Services and/or the terms of this Agreement, including but not limited to the suspicion of

- fraud, malicious or abusive usage of the Services or any actual or suspected illegal or criminal activity;
- 8.1.3 to the extent the Customer has engaged in any conduct which in the opinion of Connex is prejudicial to Connex's interests;
- 8.1.4 if requested by any Regulating Authority;
- 8.1.5 if the Customer is in breach of any Regulation or of this Agreement or is not or has not been providing products and/or services which any of the Network Providers or Connex define as bona fide;
- 8.1.6 if Connex (acting reasonably) or any Network Provider objects to the involvement of any person in connection with the use of the Services or the provision of any services to any End User and the Customer does not cease using such person or prevent such person being connected following written notice of such objection being given to the Customer;
- 8.1.7 in the event of a direction to do so from a Network Provider or any Regulating Authority;
- 8.1.8 if at any time use of the Services by the Customer causes congestion to the Services, any Network Provider, or any other services or which is, in the reasonable opinion of Connex, excessive provided that Connex shall inform the Customer as soon as reasonably possible of any suspension of access to the Services;
- 8.1.9 for the purposes of remedial or preventative maintenance or improvement of the Services and in each case Connex shall not be liable to the Customer for ceasing to provide or barring access to the Services or any part thereof or for withholding payment pursuant to the terms of this Agreement.
- 9. Confidential Information**
- 9.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of 5 years after termination of this Agreement, disclose to any person any Confidential Information of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 9.2.
- 9.2 Each party may disclose the other party's Confidential Information:
- 9.2.1 only to its employees, officers, representatives, or advisers who reasonably need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's Confidential Information comply with this Clause 9; and
- 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 10 Limitation of Liability and Indemnity**
- 10.1 The services provided hereunder are provided solely "as is", "as available", and with all faults, and customer's use of the services is at customer's sole risk. Connex disclaims any and all other representations and warranties, whether express, implied, statutory, or otherwise, including without limitation, warranties of merchantability, non-infringement, fitness for a particular purpose, and any warranties or conditions arising out of course of dealing or usage of trade. Connex does not warrant that the services shall be error-free, uninterrupted, or virus-free. Furthermore, Connex disclaims all express or implied warranties with respect to the accuracy, availability, quantity, or accessibility of the services, and Connex disclaims all warranties and makes no guarantees or promises for any results in connection with the use of the Services. To the extent this disclaimer of warranty may not be valid in some jurisdictions based on that jurisdiction's applicable law, and/or customer may have warranty rights under law which may not be waived or disclaimed, any such warranty extends for thirty (30) days from the Commencement Date.
- 10.2 The Customer shall indemnify, defend, and hold harmless, and keep Connex, its employees, directors, contractors, and Network Providers, indemnified on demand from and against any liability and all loss, damage, cost (including professional costs, and in house legal time and expense) and expense of any kind whatsoever (including indirect, special or consequential loss or damage) caused directly or indirectly from any breach of any of the terms or conditions or this Agreement by the Customer, any violation of applicable law or any Regulation, or any claim or action against Connex (including, for the avoidance of doubt, by End Users, Network Providers, or recipients of Interactions as a result of the Customer's use of the Services) arising directly or indirectly out of the acts, omissions or defaults of the Customer, its servants, officers, agents, contractors or sub-contractors as a result of a breach of this Agreement or otherwise and any other claim, action, demand or proceeding commenced against Connex. This indemnity shall apply notwithstanding any 'Fixed Recoverable Costs' regime, or banding applied to any court action.
- 10.3 This Clause sets out the entire financial liability of Connex to the Customer (including any liability for the acts or omissions of their representatives) for:
- 10.3.1 any breach of this Agreement;
- 10.3.2 any representation, statement or tortious act or omission (including negligence) arising out of, or in connection with, this Agreement.
- 10.4 Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury resulting from negligence or for any damage or liability incurred by the other party as a result of fraud or fraudulent misrepresentation.
- 10.5 Subject to Clause 10.4, Connex shall not be liable for:
- 10.5.1 loss of profits;
- 10.5.2 loss of business;
- 10.5.3 loss of goodwill and/or similar losses;
- 10.5.4 loss of anticipated savings;
- 10.5.5 loss of goods;
- 10.5.6 loss of contract;
- 10.5.7 loss of use;
- 10.5.8 loss of, or corruption of, data, information, or software; or
- 10.5.9 any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses.
- 10.6 Except and subject to Clause 10.5, Connex's entire aggregate liability to the Customer, howsoever caused (including breach of contract, tort, misrepresentation or breach of statutory duty), shall not exceed the lesser of either:
- 10.6.1 the Charges paid by the Customer in the 12 months immediately preceding the date of the event giving rise to the claim; or
- 10.6.2 the sum of £50,000 (GBP).
- 10.7 In the event of any failure in the Services, Connex shall not be liable to the Customer, or any of the Customer's customers, for any charges, or related costs and expenses incurred should the Customer or any of its customers divert its telecommunications traffic to another carrier.
- 10.8 The provisions of this Clause 10 shall continue to apply notwithstanding termination of this Agreement.
- 10.9 Connex will not be liable for any failure to provide and maintain the Services in such manner if the failure arises from a technical or other failure in the Services at Network level.
- 11. Disputed Invoices**
- 11.1 If the Customer bona fide disputes the amount of any invoice, it shall notify Connex as soon as is reasonably practicable and in any event within 5 working days of receipt of the invoice, such notification clearly identifying the invoice to which the dispute relates, setting out the objections thereto and attaching supporting data. In the event no dispute is raised, the invoice shall be deemed accepted. In the event of dispute, the Customer shall pay all amounts (including any disputed amount) to Connex, and the Parties shall promptly investigate such dispute and use their reasonable endeavours to resolve it. Connex shall have sole discretion in relation to the determination of any dispute.
- 12. Proprietary Rights in Telephone Numbers**
- 12.1 Except where numbers are listed in the Order Form, or are previously owned by the Customer, or have been ported in from third parties, the Customer hereby acknowledges that any Numbers allocated by Connex to the Customer and used by the Customer and the End Users pursuant to this Agreement do not belong to the Customer or the End User and the Customer accepts that neither it nor its customers or End Users shall acquire any rights whatsoever in any such Numbers and the Customer shall make no attempt to apply for registration of the same as a trade or service mark whether on its own or in conjunction with some other words or trading style.
- 12.2 Connex shall be entitled, for operational or technical reasons or in order to comply with any numbering scheme or other obligation imposed on Connex by the licences or by any competent authority, to withdraw or change any telephone number or code (or group thereof) allocated to the Customer provided that Connex gives to the Customer the maximum period of notice in writing thereof practicable in the circumstances.
- 13. Data Protection and Privacy**
- 13.1 During the Agreement Term, either party will come into the possession of Personal Data related to each other and its End Users. The parties undertake and warrant that they comply in general with all laws and regulation applicable to them in connection with the possession and processing of Personal Data. Both Parties further undertake and warrant that all data shall be processed in accordance with the terms of this Agreement. Both Parties warrant that they will take all appropriate technological and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction or damage to Personal Data. The Customer will provide timely written notice to Connex if Customer is bound by: (a) sector-specific laws and regulation governing the possession or processing of Personal Data which specific laws and extend (wholly or partially) to Connex by virtue of Connex acting as a service provider of the Customer; (b) the General Data Protection Regulation (EU) 2016/679 or the UK GDPR; or (c) any other Laws and regulation of jurisdictions which govern the possession or processing of Personal Data and extend (wholly or partially) to Connex by virtue of Connex acting as a service provider of the Customer. In case of (a), (b) or (c) above, the Customer shall also be obliged to provide all assistance and measures necessary for Connex to ensure compliance with such specific laws or regulation.
- 13.2 Without prejudice to the generality of Clause 13.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Connex for the duration and purposes of this Agreement. Connex asserts no ownership over the Personal Data entered by the Customer in the use of the Services.

- 13.3 Capitalised terms used in this Clause 13.3 but not defined in the Agreement have the meaning ascribed to them in the UK GDPR (as defined in the next sentence). The parties recognize that Connex is directly subject to the UK Data Protection Act 2018 under the European Union (Withdrawal) Act 2018 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) (the "UK GDPR"), albeit the Customer may not be subject to the UK GDPR. This Clause 13.3 shall apply to any situation where Connex is the Processor for the purpose of the UK GDPR, on behalf of the Customer. It is envisaged that in the provision of the services Connex will be providing hosting services – the processing - in which it will store the names, telephone numbers, email addresses and addresses of individuals whom the Customer contacts (and for whom the Customer has identified a valid legal basis for contacting and has documented the same) using the Services. This data will be hosted for the Term of this Agreement to allow for the provision of the Service(s). The purpose of processing is to facilitate the Services set out herein. Without prejudice to the generality of Clause 13.1 and 13.2 Connex shall, in relation to any Personal Data processed in connection with the performance by Connex of its obligations under this Agreement:
- 13.3.1 process that Personal Data only on the written instructions and cost (where such instructions are contrary to the Services) of the Customer unless Connex is required by the laws of the UK applicable to Connex to process Personal Data (Applicable Laws). Where Connex is relying on the laws of the UK as the basis for processing Personal Data, Connex shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Connex from notifying the Customer;
- 13.3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 13.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 13.3.4 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 13.3.5 at the written direction of the Customer on termination (the end of provision of the Services), delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data and the costs of complying with the same to be met by the Customer, on demand (save that the delivery of data or compliance may be completed prior to the receipt of payment, without delay, and giving due recognition to the technical process and volume of data); and
- 13.3.6 not transfer the Personal Data outside of the UK or EEA to a country not covered by the UK adequacy regulations absent appropriate safeguards;
- 13.3.7 maintain complete and accurate records and information to demonstrate its compliance with this Clause 13 and allow for audits by the Customer or the Customer's designated auditor (such audits to be on reasonable notice and no more than once per year or more frequently if required by an official body under the laws applicable to the Customer and conducted in such manner as to minimise any disruption of business).
- 13.4 Connex shall only subcontract any third-party processor of Personal Data under this Agreement with the written consent of the Customer SAVE THAT Connex is generally authorised to make use of and appoint Network Providers and hosts of data (including Amazon Web Services), as it sees fit. Connex confirms that it will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and Connex, Connex shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause.
- 14. Force Majeure** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for a period of 30 days, either Party may terminate this Agreement immediately without further liability other than such liabilities as have already accrued when this Agreement ends.
- 15 Term and Termination**
- 15.1 This Agreement continues (i) for the Term and (ii) thereafter on a continuing basis of consecutive rolling periods the same length as the initial Term (each being a **Renewal Term**), the first such period immediately commencing following the initial Term, subject to termination in accordance with this Clause 15.
- 15.2 Either party may give to the other notice in writing to the other party to terminate the Agreement of not less than the Notice Period, as set out in the Order Form, prior to or after end of the Term, following service of which, the Agreement shall either (i) terminate on the last day of the then current Term (and not before) or (ii) where the Notice Period expires following the end of the initial Term, on the last day of the then current Renewal Term in which the Notice Period expires, and not before. The Customer's notice must be addressed to Connex at the email address "leave@connex.ai".
- 15.3 Without prejudice to its other rights, Connex shall have the right (without prejudice to any of its other rights under this Agreement) to terminate this Agreement by notice in writing to the Customer in the event that:
- 15.3.1 either Party's license expires or is revoked; or
- 15.3.2 without prejudice to any of its other rights under this Agreement, amounts owing to Connex under this Agreement are unpaid for more than 7 (seven) days after Connex has given written notice to the Customer to remedy the breach, save where a bona fide dispute has been notified to Connex. All other sums are due and payable immediately within the terms of this Agreement.
- 15.4 Either party may terminate this Agreement with immediate effect by notice in writing in the event that:
- 15.4.1 the other party is in breach of this Agreement (other than a failure by the Customer to pay sums due to Connex where Clause 15.3.2 shall apply) and where that breach is capable of remedy fails to rectify that breach within the period of 30 (thirty) days commencing on the date of a notice from the innocent party specifying the breach;
- 15.4.2 the other becomes bankrupt or makes any composition with its creditors or (being a company) makes any voluntary arrangements with its creditors or becomes subject to an administrative order or goes into liquidation, whether voluntary or compulsory (other than for the purposes of a solvent reconstruction and amalgamation) or an encumbrance takes possession of or a receiver is appointed in respect of any of its assets; or
- 15.4.3 the other party ceases, for any reason, to be able to carry on business under this Agreement in the country of incorporation or is prevented from carrying on such business.
- 15.5 Connex shall, without prejudice to any right or obligation be entitled to immediately terminate this Agreement, on giving the Customer notice, and without any liability to the Customer as a consequence, in the event that:
- 15.5.1 there is any change in the ownership or control of the Customer to which Connex has not been given prior written notice and consented to;
- 15.5.2 if and to the extent in Connex's opinion the same is necessary to avoid any breach of Connex's authority, consent or other permission and/or the terms of this Agreement, including but not limited to the suspicion of fraud, malicious or abusive usage of the Services or any actual or suspected illegal or criminal activity or if Connex, in its reasonable opinion, determines that the Customer has violated any applicable law or Regulation;
- 15.5.3 if required by any applicable Regulation or ordered or requested by any Network Provider or any relevant Regulating Authority; and
- 15.5.4 if Connex (acting reasonably) or any Network Provider objects to the involvement of any person in connection with the use of the Services or the provision of any services to any End User and the Customer does not cease using such person or prevent such person being connected following written notice of such objection being given to the Customer.
- 15.6 Upon any termination of this Agreement, the Customer shall immediately pay to Connex all Charges that would have been due and payable for the duration of the entire Term, without deduction. The Customer hereby acknowledges that Connex has entered into this Agreement on the basis of such condition and has made commitments to resource and personnel as a result of the same.
- 15.7 Upon termination or expiry of this Agreement, each Party shall discontinue the use of and (if and to the extent requested by the other Party) destroy or deliver up to the other return to owner all documentation containing Confidential Information (as defined in Clause 9) of the other party and/or erase from any computer under its control and any documents or files containing or reflecting that Confidential Information in a manner that makes the erased data irrecoverable subject to regulatory, legal and accounting requirements (save that any Confidential Information that constitutes 'Personal Data' shall be dealt with solely in accordance with Clause 13.3.5).
- 15.8 Connex shall not be liable to pay to Customer any sum in compensation upon the termination of this Agreement for any reason whatsoever including any remaining deposits made by the Customer which are, for the avoidance of doubt, non-refundable and non-returnable once paid by the Customer to Connex.
- 15.9 Termination or expiry of the Agreement shall be without prejudice to any accrued rights or obligations or those intended to be of a continuing nature or to come into force upon termination or expiry.
- 16. Consequences of Termination**
- 16.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. On termination all Charges

due for the remainder of the Term, had it not been for the event of termination, shall immediately become due and payable.

- 16.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

17. Entire Agreement

- 17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 17.3 The Customer hereby acknowledges that (a) no representations, warranties, or statements or any kind have been made prior to the date of this Agreement and as a result the Customer has not relied upon the same.

18. Variation

- 18.1 Subject to 3.2 and Clause 18.2, the terms of this Agreement may be varied by Connex from time to time, following prior written notice to the Customer. No variation of this Agreement shall be made by the Customer without the prior written approval of Connex.
- 18.2 Whenever Connex determines that more than the number of End Users set out in the Order Form have accessed or used the Services (or any part thereof), the number of Connex One End User Licenses specified in the Order Form shall be deemed varied so as to include that additional number of End Users. Such variation shall be deemed to be automatic, effective from the date of first access and/or use (as determined by Connex) and shall remain in force for the remainder of the Term. No reduction to the number of End Users is permitted at any time (either from the number set out in the Order Form, or that number as varied by this Clause).
- 18.3 Additional 'services' may be added to the Services in accordance with the process set out in the Order Form. This includes transition services post termination or expiry.

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

21. Notices

- 21.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:
- 21.1.1 delivered by hand or by prepaid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 21.1.2 sent by email to its main email address.
- 21.2 Any notice or communication shall be deemed to have been received:
- 21.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 21.2.3 in the case of emailing, the time stamp of the email.
- 21.3 Notwithstanding any other provision, and in addition to the requirements above, where the Customer (a) wishes to cancel a Paid Trial Period in accordance with an Order Form or (b) sends notice to Connex in any

circumstance set out in Clause 15, the Customer **must** as a condition of such notice being valid, be also sent to Connex at the email address "leave@connex.ai" with express reference to the Clause and/or section of the Order Form that the Customer is relying upon. Failure to do so will mean that notice is not treated as validly received.

- 21.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement SAVE THAT a Network Provider is entitled to benefit from the indemnity set out in Clause 10.2.

23. General

- 23.1 The Customer shall not be entitled to assign, sub-license, sub-contract or otherwise transfer this Agreement whether in whole or in part without the written consent of Connex. Connex may assign, novate, sub-license, sub-contract or otherwise transfer this Agreement whether in whole or in part at any time upon notice to the Customer and without requiring the consent of the Customer. Upon such notice of assignment, novation, or transfer, the assignee or transferee assumes all of Connex's rights, performance, obligations and liabilities under this Agreement, and Connex is irrevocably released therefrom.
- 23.2 All sums stated as being payable under this Agreement are stated as being payable exclusive of VAT.
- 23.3 Where in connection with this Agreement, a sum of money becomes payable to Connex from the Customer, Connex shall be entitled to deduct that sum from sums which it may owe to the Customer.
- 23.4 Connex may refer to the Customer or this Agreement in any publicity or advertising material with the Customer's prior consent.
- 23.5 The Customer undertakes that during the Term of this Agreement and for a period of 12 months after the termination or expiry of this Agreement, it shall not (and shall procure that its directors, employees, agents and contractors shall not) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment or service of Connex any employee, contractor, consultant, or agent of Connex who was employed by or provided services to Connex at any time during the 12 months prior to the termination or expiry of this Agreement ("Restricted Person"). The Customer shall not be in breach of clause if a Restricted Person responds to a general advertisement of employment that is not specifically directed at such Restricted Person.
- 23.6 The Customer acknowledges and agrees that the restrictions contained in Clause 23.5 are reasonable and necessary to protect the legitimate business interests of Connex.
- 23.7 Without prejudice to any other rights or remedies available to Connex, the Customer acknowledges that damages would not be an adequate remedy for any breach of the provisions of this clause, and Connex shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of Clause 23.5.

24. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one Agreement. Transmission of the executed signature page of a counterpart of this Agreement by fax or by e-mail (in PDF, JPEG, or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

25. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26. **Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1

Service Level Agreement

The following service level guarantees combine to form Connex's Service Level Agreement (SLA) for Services. Coverage of this SLA is initiated by the opening of a service ticket. 'Service Tickets' are opened by Customer submission. Connex's support personnel may open Service tickets. Customers shall retain records of all issued service tickets for tracking purposes.

1.1 Service Delivery: Connex activation of Services on the Customer requested activation date. The activation date is subject to approval by Connex. The date of activation is dependent on the Customer submission of information as deemed necessary by Connex for delivery of Services. This information includes but is not limited to: Customer's LAN configuration, voice system design, user specifications and service provider bandwidth and bandwidth delivery dates. The date of completed service delivery is the date that Connex activates the Services.

1.2 Account / User Revocation: Following a Customer request to Connex Support Connex aims for revocation of a User Account within 4 hours. The time to revoke a User Account will commence upon the receipt of the request from the authorized Customer administrator.

2.1 General Exclusion

The Service downtime associated with the following shall be ignored:

2.2 Service downtime that the customer did not report within 3 working days.

2.3 Service outages not supported or associated with Service Tickets.

2.4 Issues reported that are not under the control of Connex and/or do not impact Connex network and Services including, but not limited to, Customer LAN issues, access bandwidth, service provider bandwidth, Internet bandwidth, IP Phones, IP soft phones, operating system capability, software compatibility, TAPI compatibility.

2.5 Issues for which Service Tickets are already open.

2.6 Connex Network and/or Service maintenance with prior notification.

2.7 Any emergency Network maintenance.

2.8 Failure of customer power, LAN equipment, facilities, access circuit to Connex Network, bandwidth, or applications.

2.9 Service delays due to carrier service provider's inability to deliver circuits and/or network elements.

2.10 Service outages identified as caused by Internet network and/or carrier service providers.

2.11 Any unauthorized acts, use of the Service, errors or omissions by the Customer affecting Connex's ability to provide Service.

2.12 Reasons of Force Majeure such as acts of God, natural disasters, or terrorism.

3.1 Reporting, Response and Resolution Targets

All timescales expressed herein are targets only and whilst Connex shall use all reasonable endeavors to meet them, there shall be no consequence in failure to meet the same.

Creation of Ticket

All tickets: Immediate - Connex undertakes to create a service ticket as soon as a problem is reported. The following criteria shall be applied to identify the ticket:



Severity Level	Operations & Support Description	Example Ticket
P1 (Critical)	One or more services aren't accessible or are unusable. Production, operations, or deployment deadlines are severely affected, or there will be a severe impact on production or profitability. Multiple users or services are affected.	National Carrier Outage
P2 (High)	The service is usable but in an impaired fashion. The situation has moderate business impact and can be dealt with during business hours. A single user, customer, or service is partially affected.	Inbound IVR configuration
P3 (Non-critical)	The situation has minimal business impact. The issue is important but does not have a significant current service or productivity impact for the customer. A single user is experiencing partial disruption, but an acceptable workaround exists.	CLI / DDI Order

Initial Feedback:

We understand that you need to know what is happening. We will therefore come back to you as soon as we can with an assessment of what the issue is and how long it will take to resolve. If we have not been able to identify the cause and resolution of the issue by this time, we will let you know what steps we are taking. Please note that most updates should be given by email from our support system. Please ask on the ticket if you require a call to update you (and don't forget to leave your number).

Severity Level	Response Time
P1 (Critical)	30 Minutes (max)
P2 (High)	60 Minutes
P3 (Non-critical)	4 Hours

Resolution Feedback:

It is not, of course, always straightforward to predict how long an issue will take to resolve, but we strive to get all issues fixed as expediently as possible. Please note that an urgent / P1 ticket will result in an 'all hands on deck' response, and will automatically be escalated to the senior team. You can access every ticket irrespective of status, all updates, and our Knowledge Base Articles on using the Connex One system from our support portal at <https://support.connex.ai/>.

Severity Level	Resolution Time
P1 (Critical)	ASAP
P2 (High)	1 Day
P3 (Non-critical)	5 Days



Schedule 1

Connex – Handling of 999/112 Emergency Services

Access to Emergency Services (999 or 112) through Connex's VoIP Services

Connex provides access to public emergency call services for its VoIP end user customers within the United Kingdom. When a VoIP customer dials 999 (or 112), the call is routed by Connex to the national emergency operators who handle the call. The operator will ask for specific information to correctly route your call to the appropriate emergency agency. As the call is a VoIP call, the operator will also ask you to confirm your location. Please provide information requested promptly and clearly. The operator will then, based upon the information provided, route your call to one of the emergency agencies, such as:

Police

Fire Brigade Ambulance

Coastguard/Lifeboat Mountain/Cave

Rescue

Power Outage/Broadband Failure

VoIP 999/112 Emergency calls, will fail to work during an electrical power interruption or broadband provider failure, or if your account with Connex or your broadband/IP transit provider has been suspended or terminated. It is recommended that you have an alternative method of contact for the Emergency Services such as a mobile phone or a traditional, wired phone (excluding wireless handsets) plugged into the PSTN for instances where a power outage or broadband failure occurs.

Customer 999/112 Location Information

Connex needs to ensure that any transmission of information to, and information held by, the Emergency Services Database, is accurate and up to date. We do, from time to time, require an audit of the customer site information we hold, and hence we require you to respond to requests for updated site location information within 48 hours of the request.

Automated Diallers and 999/112

By default, traffic originated by automated diallers where the service provided by Connex does not relate to an end user, and that end user does not have the facility to originate an emergency call, then access to emergency services would not normally be required. Where a call is made, however, a default network CLI will be allocated with default site location information provided by the customer, and with a VoIP flag set when updating the Emergency Services Location Database. In the scenario where a dialler is generating calls, it is highly recommend that you ensure that you/your agents have an alternative means of contacting the Emergency Services such as a PBX line, mobile phone or a traditional, wired phone plugged into the PSTN.

Indirect Access (IDA) / Dial-in Access - Non VoIP

Connex IDA or Dial-in Access Customers must ensure that their PBX routes 999/112 out via their primary service provider to ensure location information and originating provider details are correct when a 999/112 call is received by the emergency operator. Connex DOES NOT route 999/112 emergency calls via IDA.

Carrier/Aggregate Connected Customers

Where a connection to Connex's Network is provided for VoIP wholesale connectivity and the calling line identity of the caller is not from Connex number range or is not a number imported via number portability, then unless otherwise agreed, the connectivity does not include routing of 999/112 emergency service traffic.



Please cross the option(s) below that applies to you.



Option 1:

I hereby confirm that I use VoIP access and wish Connex to provide

999/112 emergency call access for this type of traffic. I agree to comply with all requests for updated information as required in accordance with this schedule.

X Option 2:

I hereby confirm that I use VoIP access but DO NOT wish Connex to provide 999/112 emergency call access for this type of traffic. I have consulted with the end users of my company's services, and confirm that alternative arrangements have been made to handle emergency call traffic via other means (e.g. mobile phone, PSTN landline via an alternative communications provider).



Option 3:

I hereby confirm that I use non-VoIP access and understand that Connex DOES NOT route 999/112 emergency calls for this type of traffic. I have consulted with the end users of my company's services, and confirm that alternative arrangements have been made to handle emergency call traffic via other means (e.g. mobile phone, PSTN landline via an alternative communications provider).

Schedule 2
PCI DSS Services

1. All Clauses of the Master Terms shall apply to this Schedule including, without limitation, any Clause regarding liability. The services set out within this Schedule shall be deemed as incorporated into the Agreement and apply when it is indicated in the Order Form that PCI DSS Services are to be provided by license numbers being stipulated, and paid for.
2. **PCI DSS**
- 2.1 The PCI DSS service to be provided in accordance with this Schedule is an agent assisted/non-assisted payment gateway platform allowing for DTMF PCI Level 1 payments to be taken via the Services without any interaction from advisers (the "PCI DSS Service").
- 2.2 The PCI DSS Service is provided by Telecoms Advisor Limited - registered in England No. 07171356 with registered address; 35 Croft Road, Thame, Oxfordshire, OX9 3JF trading as "PCIT" on behalf of Connex. For the purposes of the Agreement, PCIT is an authorised sub processor of any personal data and for the purpose of Clause 13 of the Agreement, the Customer hereby consents to the appointment of PCIT as sub-processor (in accordance with the Data Legislation) for the purpose of fulfilment of the PCI Service.
- 2.3 The PCI DSS Service is level 1 PCI DSS compliant.
- 2.4 Connex shall use all reasonable endeavors to make available the PCI DSS Service 99.7% of the time, however it shall have no liability for any factor outside of its control due to faults in telecoms systems, or operational, maintenance or remedial purposes.
- 2.5 In order to protect against potential fraud or other improper use of the PCI DSS Services, Connex reserves the right to disconnect any Pin Entry Device ("PED") with erratic use over and above what would be deemed moderate or any payment amount that exceeds £10,000 without prior notice to the Customer.
- 2.6 In the event Connex suspects any attempted breach of PCI DSS (Payment Card Industry Data Security Standard) or if compliance breaches are proven by Forensic Investigation or fine issued by the PCI SSC (Payment Card Industry Security Standards Council) Connex may immediately terminate the PCI Service.
- 2.7 In the event Connex terminates its relationship with PCIT, PCIT loses its PCI DSS certification, or any restriction or requirement is placed on Connex rendering it not possible to offer the PCI DSS Services, Connex shall be entitled to terminate the PCI DSS Services on written notice to the Customer.