

Service Description – Wholesale Call Termination & Numbering

This Wholesale Call Termination Agreement (“Agreement”) is made:

BETWEEN:

- (1) **Microtalk Europe Ltd.** (hereinafter “Microtalk”), a company incorporated in the United Kingdom with customer registration number 05317737 and having its registered office at West World, West Gate, London W5 1DT, UK and
- (2) **Customer**

collectively referred to as the “Parties” and individually, a “Party”.

PRIORITY AND DEFINED TERMS

1. The priority of this Service Description in relation to all other Agreements is provided in the Telecommunications Master Services Agreement and all capitalised terms utilised herein but not defined herein shall have the definitions provided in the Telecommunications Master Services Agreement.

DURATION

2. Microtalk shall make the Services available to the Customer from the Effective Date until the expiration of the Telecommunications Master Services Agreement subject to the termination and suspension rights as set forth in each of the Agreements

SERVICES

3. Microtalk will convey Customer’s international voice / fax traffic from the point of connection of Microtalk’s system to destinations as described rate sheets provided by Microtalk from time to time.
4. Microtalk will convey voice / fax traffic received on Microtalk’s UK and international number ranges in to Microtalk’s network, for numbers allocated to Customer by Microtalk, to Customer from the point of connection of Microtalk’s system to Customer’s system.
5. The point of connection will either be via the public internet through SIP or at location agreed mutually in writing by both Parties.
6. The Parties shall ensure that the technical specifications of their respective Systems comply with all relevant ITU regulations, and other international standards.
7. Both Parties shall try as far as practical to install, test, and commission the telecommunication services between each other.

CUSTOMER OBLIGATIONS

8. Microtalk operates a strict Know Your Customer (KYC) policy and may request that Customer provides some or all of the following information, which Customer shall provide, prior to activating the Services or at any time during this Agreement:
 - a. Company Registration Certificate
 - b. VAT Certificate
 - c. Copy of Director’s passports
9. Customer warrants that it will only use the Services to support Customer’s services and, in any event, only in accordance with this Agreement.
10. In the event that any activity relating to this Agreement creates a position where Microtalk’s contracts or services with third parties (including supplier and partner networks) are, in Microtalk’s reasonable opinion, in danger of suspension as a direct result of Customer activity or User activity then Customer will at Microtalk’s instruction, suspend such parts of Customer’s Services as are directly related to the activity causing

the problem. In addition, Microtalk shall have the right to immediately suspend such parts of the Services directly related to the activity causing the problem, in the event that a suspension timescale with Customer cannot be agreed. In this event, Microtalk will recommence the provision of any suspended Services to Customer only when in Microtalk's reasonable opinion the situation has been rectified.

11. The Customer shall have the following obligations with regard to Artificial Inflation of Traffic (AIT):
 - a. shall not knowingly engage in, assist or allow others to engage in AIT;
 - b. shall use reasonable endeavours, including the use of reasonably appropriate measures, to detect, identify, notify and prevent AIT. Reasonably appropriate measures may include:
 - c. establishing and implementing a process of credit vetting and customer risk assessment of service providers;
 - d. Call data monitoring to identify suspected or potential AIT activity;
 - e. Comprehensive contractual terms with customers. Such terms and conditions to include obligations equivalent to these for the detection, identification, notification and prevention of AIT.
 - f. The ability for Customer to retain reasonably suspected AIT revenues from their own customers;
 - g. when undertaking a technical development in relation to telecommunication services, shall reasonably enhance the facilities for the prevention and detection of AIT;
 - h. agree and understand that the reasonable endeavours that can be carried out by the Customer to detect, identify, notify and prevent AIT are necessarily limited;
 - i. undertake to perform their obligations under this Clause in good faith;
 - j. shall, on suspecting AIT, notify Microtalk and supply details of the suspected AIT activity.
12. Microtalk reserves the right to retain reasonably suspected AIT revenues.
13. Customer is responsible for complying with all legal and regulatory rules, industry best practice and specific requirements as notified by Microtalk from time to time that apply to Microtalk's UK and international numbers supplied to Customer.
14. In addition to those obligations provided for under the Telecommunications Master Services Agreement, Customer is responsible for the contents exchanged during the use of the Service by its Users, even if it has been transmitted through the Parties' respective networks.

MICROTALK OBLIGATIONS

15. Where practicable, Microtalk will notify Customer in advance of any proposed changes to its network infrastructure which may affect the Services.

FEE CALCULATION AND PAYMENT TERMS

16. Any payment to Microtalk from Customer shall be via bank transfer directly in to Microtalk's nominated bank account. Cash payments are not accepted.
17. Microtalk will issue rates to 4 decimal points in the agreed currency.
18. Individual call durations will be rounded up to the next whole second and individual call costs will be rounded up to the next whole 1/100th unit of the currency selected above.
19. Microtalk will issue rate sheets from time to time which will be delivered to Customer by email. It is Customer's responsibility to monitor email addresses used to receive rates or to notify Microtalk in writing should these email addresses change.
20. Rate sheets may include further Terms & Conditions applicable to those specific rates and numbers. If Microtalk receives calls on numbers allocated to Customer or Customer

sends calls to Microtalk after being sent the rates, Customer is deemed to have accepted the rates and the additional Terms & Conditions included with those rates.

21. All payments made by Customer to Microtalk in relation to this Agreement shall be made by Customer as provided herein.
22. For revenue share numbers, Microtalk will send a statement to Customer once a month and shall make payment to Customer within 45 days of the end of the month in which the revenue was generated. In the event that Microtalk's supplier(s) withhold revenue share out-payments for any reason, Microtalk shall be entitled to withhold the out-payment to Customer. In the event that this Agreement is terminated, Microtalk shall pay any revenue out-payment accrued up to the time of termination in line with the normal statement generation and out-payment cycle.
23. Pre-payments are for the use of Services and are non-refundable.

EARLY TERMINATION

24. In addition to the Telecommunications Master Services Agreement, upon the termination of this Agreement for any reason:
 - a. subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.
 - b. subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other under this Agreement.

SUSPENSION OF SERVICE

25. If the Customer does not settle any deposit or pre-payment request or Invoice and Microtalk considers in its reasonable opinion that the level of deposit and pre-payments held by Microtalk no longer cover Customer liabilities then Microtalk reserves the right to:
 - a. suspend provision of the Services as stated on the Services Order Form immediately without notice;
 - b. continue the suspension of the Services as stated on the Services Order Form until such time that:
 1. all outstanding Invoices have been settled in full by the Customer
 2. Microtalk terminates this Agreement in accordance with the provisions of the Telecommunications Master Services Agreement
26. For the avoidance of doubt, the provisions of this Paragraph shall not be deemed a Microtalk Event Of Default.

TERMINATION BY NOTICE

27. In addition to the provision of the Telecommunications Master Services Agreement, the following notice period will apply to the Services:
 - a. at any time after the expiry of the Minimum Period this Agreement can be terminated by either Party by giving the other Party thirty (30) days written notice.

SUPPORT SERVICES

28. First and Second line diagnostics support for all problems with the Services reported to Customer by its users shall remain the responsibility of Customer and Customer will use reasonable endeavours to investigate and rectify incidents prior to contacting Microtalk.
29. Microtalk will from time to time issue Customer an updated Technical Support Agreement which will specify the process for dealing with Service issues through Microtalk.
30. Customer acknowledges that the Service has not been specifically designed to meet Customer's and/or User's individual requirements. Except as expressly provided in this Agreement and owing to the nature of telecommunications services and internet network, Customer acknowledges that Microtalk provides no representations or warranties regarding the quality, reliability, timeliness, or security of the Service given, and does not

represent or warrant that its Service respectively will be error-free, uninterrupted, free from unauthorized access (including AIT, party hackers or denial of service attacks), or that all messages will be delivered. Except as stated herein, the Service is provided on an “as is” and “as available” basis.

LIMITATION OF LIABILITY

31. In addition to the Telecommunications Master Services Agreement, Customer understands and agrees that, with respect to the Service: (a) Microtalk will not be liable, whether in contract, tort, or strict liability, to Customer or Users for any Service not delivered, regardless of the reason for non-delivery, including, without limitation, call processing, transmission errors, or networks and/or service failures; (b) Microtalk will not be liable to Customer, Users for acts or omissions or for information provided through the Service, or for causes beyond its reasonable control; or for the transmission or reception of the call.

DEFINITION AND INTERPRETATION

32. Unless the context otherwise requires, terms and phrases defined in the Telecommunications Master Services Agreement, the Services Order Form and any appendices hereto will have the same meaning when used in this Services Description.
33. **“AIT” or “Artificial Inflation of Traffic”** means any situation where the volume or duration of voice calls, SMS and/or data services, is purposefully generated and/or prolonged by any entity (including a natural person) operating, hosting or otherwise connected with that telecommunication service and which results in the artificial inflation of usage volumes and/or durations which are disproportionate to the overall amount, duration and/or extent of usage which would be expected from:
 - a. a good faith usage of that telecommunication service; or
 - b. an acceptable and reasonable commercial practice relating to the operation of telecommunications systems;
34. **“Telecommunications Master Services Agreement”** means the Microtalk Telecommunications Master Services Agreement as agreed and signed by the Parties as of the date of this Agreement or as updated to Customer in writing from time to time;
35. **“Service Commencement Date”** means the date the Services are first provided.
36. **“Services”** means the telecommunications international call termination services provided to Customer and described in more detail in this Agreement;
37. **“Technical Support Agreement”** means a document provided by Microtalk outlining how support cases will be managed by Microtalk and Customer, including contact details and escalation procedures;