

Telecommunications Master Services Agreement (1.23)

This Telecommunications Master Service 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 **Riverbank House** 1 Putney Bridge Approach London SW6 3JD United Kingdom
- (2) **Customer**

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

WHEREAS:

- (1) MTE is a provider of telecommunication services and
- (2) Customer desires to purchase certain telecommunication services provided by MTE.

IT IS AGREED AS FOLLOWS:

AGREEMENT PRIORITY

1. This Telecommunications Master Services Agreement together with each Order Form along with any relevant Services Descriptions or Equipment Descriptions entered into between MTE and the Customer shall provide the terms and conditions upon which MTE shall make delivery of services and/or provide equipment to the Customer.
2. In the event of any conflict or inconsistency between the provisions of any of the documents relevant to a particular service or piece of equipment, then the order of precedence of the documents shall be: (1) the Services Description or Equipment Description relevant to a particular Service or piece of Equipment; (2) each Order Form relevant to a particular Service or piece of Equipment; and (3) this Telecommunications Master Service Agreement.

DEFINITIONS

“Acceptable Use Policy” means the document which MTE may make available from time to time which defines how the Services may be used.

“Account” means the Customers details, the collection of MTE Services ordered by Customer and the record of the transactions for those Services on the MTE systems.

“Artificial Inflation of Traffic” or “AIT” means an unexpectedly high level of traffic to a revenue share number.

“Business Day” means a day other than Saturday and Sunday and other than a day on which banks or financial institutions in the City of London, UK are not required to close for business.

“Computer and User Identification Numbers” means all means of identifying and accessing MTE systems and Services, which includes but is not limited to User Names, Passwords, Checkwords and Encryption Keys.

“Class of Service” means a selection of call routes and prices.

“Dealer” means an individual or organisation appointed by the Customer to promote and support the Services on behalf of the Customer.

“Order Form” means an instruction by Customer to MTE to provide Services under the terms of this Agreement and any relevant Services Descriptions.

“Portal” means a web interface provided by MTE to Customer for the purpose of Customer manually completing Order Forms.

“Problem Report” means a fault identified by Customer and notified to MTE.

“Programming Interface”, “Application Programming Interface” or “API” means a computer-to-computer electronic link to enable Customer to automatically link to MTE systems for purposes including the completion of Order Forms.

“Service” means any product or service provided by MTE.

“Subscriber” means the customer of the Customer, or the ultimate user of the Services.

MTE OBLIGATIONS

3. MTE shall obtain and maintain at its own expense all relevant licences, permission, waivers or permits whatsoever necessary it requires to operate and provide telecommunications services and shall ensure that it complies with all relevant laws and obligations in accordance to the regulatory or legal authority in the United Kingdom.
4. MTE warrants that it has it is a corporation validly organised and existing as under the laws of its Law of Incorporation and has full power and authority under its constitutional documents and the laws of its Law of Incorporation to execute and deliver this Agreement and to perform its obligations thereunder and hereunder.
5. MTE shall provide the services with reasonable care and attention and shall employ appropriately skilled and trained staff who are competent for the areas of the business in which they are employed.
6. MTE shall provide the Service as specified in its marketing and technical documentation and reserves the right to make Service changes with 30 days notice to Customer.
7. MTE shall endeavour to process orders through the Portal and API in line with standard industry and regulatory timescales.
8. MTE shall use reasonable endeavours to resolve Service faults or Problem Reports filed by Customer in a timely manner. For the avoidance of doubt, MTE does not warrant that the Service will be fault free or free of interruptions.
9. MTE is entitled to subcontract any of the obligations it may have in this Agreement.

CUSTOMER OBLIGATIONS

10. Customer warrants that it has it is a corporation validly organised and existing as under the laws of its Law of Incorporation and has full power and authority under its constitutional documents and the laws of its Law of Incorporation to execute and deliver this Agreement and to perform its obligations thereunder and hereunder.
11. Customer shall obtain and maintain at its own expense all relevant licences, permission, waivers or permits whatsoever necessary it requires to operate and provide telecommunications services and shall ensure that it complies with all relevant laws and obligations in accordance to the regulatory or legal authority in the countries where Customer operates.
12. To facilitate MTE in the provision of Services to Customer, Customer shall provide to MTE traffic forecasting information prior to implementation of the Services and thereafter on a quarterly basis or as may be reasonably requested by MTE. Customer recognizes that significant deviations from the said forecasts may result in Service delay or degradation in the Services due to the shortage of circuits and/or facilities.

13. It is the responsibility of Customer to ensure that its contact information is accurate and updated and Customer has the obligation to give prompt written notice to MTE in respect of any changes thereto. MTE accepts no responsibility if, after reasonable endeavours were made to contact Customer, MTE is unable to contact Customer for any matter pertaining to the Services.
14. Customer warrants that it has not been declared bankrupt or insolvent on or before the date of this Agreement and shall inform MTE if and when such circumstances arise during the course of this Agreement.
15. The Customer undertakes not hack, break into or by other unauthorised means use, or attempt to hack break into or by other unauthorised means use or reverse engineer any part of the MTE Service or MTE's hardware, software, databases or any other equipment used in connection with the Services by MTE or its suppliers.
16. The Customer will ensure that it does not do, permit any thing to be done, or omit or permit the omission of any thing in relation to its equipment which may cause damage to MTE's or its supplier's telecommunications networks, or result in interference with or modification of the operation of, MTE's or its supplier's telecommunications networks.
17. The Customer undertakes that it will comply at all times with MTE's Acceptable Use Policy.
18. For the Services provided by MTN, Customer agrees to pay MTE the rates as set out in the Service Descriptions under the pre-payment or credit terms set out in the Services Descriptions.
19. Customer shall indemnify MTE for any and all costs charges, liabilities and claims against MTN, including Ofcom and PhonePayPlus fines, which MTE incurs as a result of Customer's actions or the actions of its Subscribers or any 3rd party using MTE Services through the Customer's Account.

PRICING, BILLING AND PAYMENT

20. The Customer shall pay to MTE all amounts due under this agreement.
21. All charges shall be calculated based on data held by MTE billing systems and not data held in Customer's systems.
22. MTE shall provide a monthly invoice via Email to Customer for the Services provided hereunder within twenty (20) Business Days where possible after the end of the month.
23. For the avoidance of doubt, all charges due under this Agreement shall be paid in full by the Customer, even if the Customer has not received payment from its Subscribers or if any AIT or fraud has been committed by the Customer's Subscribers or any 3rd party using the Services through the Customer's MTE account.
24. All Rates and other charges due hereunder are exclusive of all applicable taxes, duties, levies and other similar charges imposed by any authority, government or government agency (except income tax or other corporate taxes attributed to MTN), all of which shall be separately itemized where possible and charged to and payable by Customer in addition to the Rates and other charges set forth in the Services Descriptions.
25. The Rates and charges as set forth in the Services Descriptions may be adjusted by MTE from time to time by providing the notice period as set out in the Services Description. MTE will either send rates by email or shall notify Customer by email that a new rate has been published on a MTE web site or Portal.
26. Pre-paid Services. Where the terms of the Service Description require a pre-payment:
 - a. The Customer shall pay the pre-payment by bank transfer and it shall be a cash deposit. Customer shall notify MTE that the pre-payment has been made. MTE shall issue a pro forma invoice for an amount received from the Customer. MTE

will aim to apply any pre-payment it receives in to its bank account within three (3) working days as a credit on Customer's Account on MTE billing systems.

- b. MTE will deduct payment for calls and other costs defined in the Services Descriptions, from Customer's pre-payment as the cost is incurred.
- c. MTE reserves the right to terminate and/or temporarily suspend any or all of the Services if Customer's pre-payment reduces to zero or if Customer fails to make the payment of outstanding invoices and overdue interest charges, for services provided on a credit account basis, after receiving a written demand from MTE for the same. For the avoidance of doubt, MTE does not guarantee to terminate pre-paid services when the balance reduced below zero and Customer is responsible for all charges incurred on their account.
- d. MTE will notify the Customer by email as the pre-paid credit balance approaches zero. It is the Customer's responsibility to ensure sufficient credit is available in Customer's pre-pay Account.
- e. The pre-payment does not constitute a waiver of MTE's right to suspend, disconnect, or terminate the Services and seek legal redress due to non-payment of any outstanding bills due to MTE.
- f. Pre-payments are for the use of Services and are non-refundable.

27. Post-paid Services. Where the terms of the Service Description offer the service on a credit basis:

- a. MTE will determine if it wishes to offer credit to the Customer.
- b. MTE may check with 3rd party credit agencies or may request information from Customer to determine the creditworthiness of Customer at any time. Customer must provide such information to MTE within 5 Business Days.
- c. Depending on the information supplied, MTE may amend the credit terms or may require a Deposit payment from Customer with a value equivalent to one and half (1½) month's estimated charges. MTE may immediately suspend post-paid Services to Customer should the Deposit not be greater than the accumulated charges.
- d. Customer must provide any amended Deposit within five Business Days of receipt of a written request from MTE of the same.
- e. MTE may, at its absolute discretion, treat a failure by Customer to provide creditworthiness information or Deposit in accordance as a material breach to this Agreement.
- f. Notwithstanding the foregoing, Customer shall pay each MTE invoice by Direct Debit in full for the Services within 50 days following the end of the month in which the services were provided ("Due Date").
- g. In the event that any invoice payment is not received in MTE's designated bank account or accounts as directed by MTE in writing on or before the Due Date, Customer shall also pay a late interest fee of two percent (2%) per month, compounded daily, beginning the first day after the Due Date or the maximum rate permitted by law, whichever is higher, from the Due Date until the relevant invoice is paid in full.
- h. MTE shall have the right to set off any amounts due hereunder which are not paid when due against any pre-payments, deposits, amounts due from MTE to Customer and amounts owed to MTE by Customer or any of its affiliates pursuant to any other agreement or arrangement.

28. Revenue Share Services. Where the terms of the Service Description include a payment made to Customer by MTE for incoming calls to the MTE network and in the event that the MTE monthly invoice shows a balance owing to Customer from MTN:

- a. Customer shall invoice MTE for that balance, using the amounts shown on the monthly invoice from MTE to Customer.
- b. MTE shall pay the balance due by bank transfer on or around the first working day after the twenty fifth (25th) day of the second month following that in which the Services were provided which generated the positive balance (the "Revenue Share Services Payment Date"), provided that the invoice has been received from the Customer five (5) or more working days prior to the Revenue Share Services Payment Date.

- c. Any invoices received after the timescales in the preceding Clause will be carried over to the next monthly payment. Invoices from Customer to MTE for any balances due from MTE to Customer must be received within six (6) months of the end of the month in which the Service was provided. Invoices received after this time will not be paid.
- d. MTE shall be entitled to withhold any payments due to Customer if in MTE's reasonable opinion there has been any AIT or fraud, if any fines are imposed by any regulatory body, if MTE is obliged to in order to comply with any regulation or instruction from a regulatory body, if any supplier is withholding or threatening to withhold payments to MTN, if Customer owes money to MTE or if Customer is in breach of its credit limit or if Customer is in breach of any clause of this agreement.
- e. Upon written demand, Customer shall immediately pay back any sums paid by MTE to Customer under the preceding Clause which MTE would have been entitled to withhold at the time of payment.

BILLING DISPUTE

29. If Customer disputes the accuracy of the amount due to MTE in respect of any invoice and the amount in dispute represents three percent (3%) or more of the total amount invoiced in, Customer shall notify MTE promptly in writing, identifying clearly the dispute and grounds in support thereof ("Billing Dispute Notice"). MTE shall not consider any notice of billing discrepancies: (a) in which the amount in dispute in respect of any invoice is less than three percent (3%) of the total amount invoiced; or (b) received by MTE after the Due Date of the invoice in question or in the case of a pre-pay account, within 30 days after the invoice has been prepared and sent to Customer.
30. A written Billing Dispute Notice given under the preceding Clause must specify:
- a. the reasons for which Customer disputes the invoice;
 - b. the amount in dispute; and
 - c. identifying information of the relevant invoice and Charges in dispute including:
 - i. the account number;
 - ii. the invoice reference number;
 - iii. the invoice date;
 - iv. the invoice amount;
31. Notwithstanding any dispute, all charges hereunder shall be due and payable in full. Settlement in cases of disputes will be credited in the next invoice to Customer without any interest.
32. The Parties shall use their reasonable endeavours to resolve any dispute relating to the invoice. If the dispute cannot be resolved within thirty (30) days of receipt of the notice of dispute, it shall be settled in accordance with Clauses 66 to 70 hereof.

OPERATIONS & CUSTOMER SERVICE

33. MTE shall make available to the Customer, Programming Interfaces, Portal, web interfaces and MTE employees (by email and telephone) to process Service requests and to make the information which MTE may have in its systems available to the Customer for the purpose of promoting, ordering, managing and supporting the Services.
34. Customer shall and procure that itself and/or its Dealers shall be solely responsible to offer the Services and to provide customer care to its Subscribers and attend to all its Subscribers' queries or billing disputes regarding the Services and provide its Subscriber with all necessary technical support to enable them to use the Services.
35. Customer shall and procure that itself and/or its Reseller and Dealers shall educate its Subscribers on the usage of Services.
36. In the event that any occurrence of fraudulent, un-authorised or illegal calls are made by Customer or Customer's Subscribers (illegal calls including terrorism, spamming and

hacking or calls which may cause disruption or damage to MTE's network or facilities etc.), as reasonably determined by MTN, MTE may deactivate the use of the Service for Customer or that Subscriber or group of Subscribers. MTE shall inform Customer within 5 (five) Business Days from such termination of Service. Customer shall be liable to pay MTE for all charges and all other expenses incurred by MTE due to fraudulent, un-authorised or illegal calls.

37. MTE may remove Services from Accounts or numbers which have seen no calls within the last six months and may reallocate Services or numbers to other customers.

MARKETING, PROMOTION & DISTRIBUTION

38. Customer is granted permission by MTE to resell the Services as Principal.
39. It is the Customer's responsibility to promote and sell the Services.
40. Unless Customer has been authorised by MTE in writing to do so, Customer shall not (i) refer to itself as an authorised representative of MTE in promotional, advertising, or other materials, (ii) use MTE's name, logos, trademarks, service marks, or any variations thereof in any of its promotional, advertising, or other materials, or (iii) release any public announcements referring to MTE's or this Agreement.
41. MTE hereby grants permission to Customer and/or Customer's agents, sub-customers and dealers to promote MTE Services under Customer's own branding and marketing material.

SECURITY

42. MTE may issue to Customer, Computer and User Identification Numbers to enable Customer to access MTE systems and Services. By accepting these Computer and User Identification Numbers, Customer is accepting responsibility for all costs for all Services ordered and used through the systems accessed by these Computer and User Identification Numbers.
43. The Customer is responsible for the security and proper use of all Computer and User Identification Numbers allocated by MTE to the Customer's employees and/or users and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.
44. The Customer must immediately inform MTE if there is any reason to believe that any Computer and User Identification Number allocated by MTE has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
45. If a Customer's employee or system forgets or loses Computer and User Identification Numbers allocated by MTN, then the Customer must contact MTE and satisfy such security checks as MTE may operate. The Customer may change a Computer and User Identification Numbers allocated by MTE by contacting MTE and satisfying such security checks as MTE may operate.
46. MTE reserves the right to suspend Computer and User Identification Number access to the Services if at any time MTE considers that there is or is likely to be a breach of security and will notify the Customer as soon as possible after it has done so. MTE reserves the right (at its sole discretion) to require the Customer to change any or all of the Computer and User Identification Numbers allocated by MTE and used by the Customer in connection with the Services.
47. In the event of a breach of security, Customer is responsible for all costs associated with all Services used on its MTE Account(s) as a result of the security breach.

DATA PROTECTION

48. The Parties shall comply with all applicable statutes, regulations and orders and, in particular, shall comply with the requirements of the Data Protection Act 2002 and all

regulations and orders made thereunder and shall obtain and maintain in force all applicable notifications and licences under such legislation.

49. Each Party agrees:

- a. to comply with any Applicable Data Protection Law;
- b. that it will be solely responsible for any acts or omissions that cause the other Party to be in breach of any Applicable Data Protection Law, and
- c. to comply with all reasonable technical and organisational measures that the other Party implements in order to comply with any Applicable Data Protection Law.

LIMITATION OF LIABILITY

50. Customer agrees that MTE shall not be liable for any loss or damage sustained by Customer or its customers or Subscribers due to any failure in or breakdown of the communication facilities associated with providing the Services, for any failure, interruption or degradation of the Services, whatsoever shall be the cause or duration thereof, or for any other cause or claim whatsoever arising under this Agreement.
51. In any event, and notwithstanding anything contained in this Agreement, in no circumstances shall MTE be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise however, and whatever the cause thereof, (i) for any failure or delay in providing the Services, (ii) for any increased costs or expenses, (iii) for any loss of profit, business, contracts, revenues, or anticipated savings, or (iv) for any indirect or consequential damage of any nature whatsoever.
52. In the event the limitation of liability is not permitted by law, then, the liability of MTE shall not exceed the amount in British Pounds that is the equivalent of 3 months averaged transacted business between MTE and Customer in relation to which the damages arose whether in contract or tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with this Agreement.

PARTIES NOT PARTNERS

53. Nothing in this Agreement shall constitute a partnership among Parties nor constitute one Party the agent of the other Party and vice versa. Except as set out in this Agreement, no Party shall have express or implied authority to bind or represent any other Party for any purpose whatsoever unless expressly agreed in writing by the Party concerned.
54. All persons engaged, employed and/or appointed by either Party shall solely be regarded as employees of that Party and that none of the said persons engaged, employed and/or appointed shall be regarded as employees of the other Party in any instance.
55. Each Party shall ensure that persons engaged, employed and/or appointed by such Party comply with the terms and provisions as set out in this Agreement and each Party shall remain responsible and liable for any acts or omissions of such persons engaged, employed and/or appointed by such Party.

SUSPENSION OF SERVICES

56. MTE may suspend forthwith the provision of its respective Services until further notice:
 - a. if MTE has a right to terminate this Agreement; or
 - b. if Customer has outstanding debit balances not paid when due; or
 - c. if MTE needs to carry out planned works (e.g., preventative maintenance) on its System; or
 - d. if MTE is required to comply with a government, administrative or judicial order, decision or other such requirement that would prevent MTE from providing the Services; or
 - e. where the use of the Services, in the reasonable opinion of MTN, adversely affect, or is likely to adversely affect, MTE facilities or service to its other customers; or

- f. if Customer and/or its Agents or Dealers engage in any deceptive, misleading, illegal or unethical practices, or use the Services to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts; or
 - g. if Customer fails to comply with MTE Acceptable Use Policy; or
 - h. if Customer is in default or breach of this Agreement.
57. In the event that MTE exercises its right to suspend the provision of its Services to Customer it shall provide advance notice to Customer where it is reasonably practicable to do on, failing which, as soon as reasonably practicable allowing suspension.
58. MTE shall not be liable for any loss, damage or inconvenience suffered by Customer as a result of any Service suspension made.

COMMENCEMENT AND TERMINATION

59. Subject to the provisions for early termination contained in this Agreement, this Agreement shall commence on the Effective Date and shall continue until terminated by either Party.
60. Either party may at any time terminate this Agreement by giving a prior written notice of not less than sixty (60) days to the other Party.
61. Notwithstanding anything herein contained, and without prejudice to any other rights or remedies MTE may have under this Agreement, in law or at equity, MTE may terminate this Agreement forthwith: (i) in the event that Customer fails to pay any amount due under this Agreement on or before Due Date or (ii) if Customer commit a breach of this Agreement and fails to rectify the same within seven (7) days of receipt of a written notice from MTN, identifying the breach and requiring its rectification.
62. This agreement shall be terminated immediately by MTE in the event that Customer has ceased or threatened to cease business, is or has been wound up or become bankrupt or a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property.
63. Termination of this Agreement by either party shall not affect any rights, liabilities or remedies accrued prior to the termination date of the Agreement.

CONFIDENTIALITY AND NON-COMPETE

64. Each Party undertakes to the other that it will maintain and treat in confidence this Agreement and the terms of this Agreement including price information relating to the operation of the arrangements which are the subject of this Agreement and all other confidential information whether of a technical or business nature or otherwise relating in any manner to the business or affairs of the other Party which it may receive in connection with this Agreement and shall not divulge the same to any third Party and will allow access of the same to its own staff only on a "need to know" basis, except to the extent that any such information becomes public through no fault of that Party or is required to be disclosed pursuant to law, regulatory authority or administrative agency. The obligations and restrictions in this clause shall survive for a period of three (3) years after the termination or expiry of this Agreement for whatsoever reasons.
65. Unless otherwise agreed, for the duration of this Agreement and for a period of twenty (24) months after the termination of this Agreement (for whatsoever reason) neither Party shall, directly or indirectly:
- a. solicit or offer employment to any employee of the other Party than by means of a country-wide advertising campaign open to all-comers and not specifically targeted at such staff of the other Party, or
 - b. seek the custom of any client or customer of the other Party other than by means of a general campaign open to all-comers and not specifically targeted at such client or customer of the other Party, or
 - c. seek to bypass the other Party and contract with any of the other Party's suppliers such that the effect of such arrangements reduces the commercial

benefit the other Party may gain from this Agreement or any other agreement the other party may have with its customers. This clause does not apply to any supplier arrangements either party may have prior to the signing of this Agreement.

DISPUTE RESOLUTION

66. Should any dispute, disagreement or claim arise between the Parties the Parties shall attempt to resolve the dispute by negotiation. In such event and as and when the dispute arises, one Party may invite the other in writing to meet and to attempt to resolve the dispute within seven (7) days from date of the written invitation.
67. Should the procedure as described in the preceding Clause fail and the dispute remains unresolved within twenty one (21) days of the date of either Party's written invitation to meet then in such event the matter shall be referred to each Party's Managing Director who shall use their best endeavours to arrange to meet within seven days after the expiry of the aforementioned twenty one (21) day period.
68. Should the procedure as described in the preceding Clause fail or should for any reason the dispute remain unresolved after the period of forty (40) days after the said written invitation, the Parties agree to submit the dispute for determination to the Chartered Institute of Arbitrators in London.
69. Each Party shall bear its own costs in respect of dispute resolution and arbitration, save that, where arbitration takes place, the arbitrator may order otherwise.
70. The provisions of the Clauses related to dispute resolution are without prejudice to either Party's right to seek any form of injunctive relief from the courts where a Party deems it necessary to do so.

NOTICES

71. Address. All notices, demands or other communications required or permitted to be given or made under or in connection with this Agreement shall be in writing and shall be sufficiently given or made (i) if delivered by hand or (ii) sent by pre-paid registered post or (iii) sent by legal facsimile transmission (provided that the receipt of such facsimile transmission is confirmed by the intended recipient, verbally or otherwise, and a copy thereof is sent to the intended recipient immediately thereafter by pre-paid registered post) addressed to the intended recipient at its address or facsimile number set out below. Either Party may from time to time notify the other of its change of address or facsimile number in accordance with this Clause.
72. Deemed Delivery. Any such notice, demand or communication shall be deemed to have been duly served (i) if delivered by hand or sent by pre-paid registered post, at the time of delivery; or (ii) if made by successful transmitted facsimile transmission, at the time of dispatch (provided that the receipt of such transmission is confirmed and that immediately after such dispatch, a copy thereof is sent by pre-paid registered post).
73. All other information, including but not limited to price changes, low credit warnings, technical and marketing information shall be sent by email and shall be assumed to have been delivered on the same day it was sent. Customer is responsible for keeping its contact email addresses up to date on the MTE systems through the Portal.
74. Notices to MTE and to Customer are to be sent to the addresses at the top of this Agreement.

ILLEGALITY/SEVERABILITY

75. Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

ASSIGNMENT

76. This Agreement shall not be assigned or transferred (nor the performance of any obligations hereunder sub-contracted) by either Party except that MTE may assign, novate or transfer its rights and obligations under this Agreement to its subsidiaries or related corporations without the consent of Customer.

NO-WAIVER

77. No term or provision of this Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. A consent to waiver of or excuse for a breach or default by either Party, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

FORCE MAJEURE

78. No failure or omission by MTE or Customer to carry out or observe any of the terms and conditions of this Agreement by MTE shall give rise to any claim against MTE such party by the other party or be deemed a breach of this Agreement if such failure or omission arises from any circumstances known as Force Majeure, or any other cause beyond the reasonable control of MTE or Customer, as the case may be.

79. In this Agreement, "Force Majeure" means any cause of any kind whatsoever, not reasonably within control of a party hereto and includes, without limitation: acts of God, fire, accidents, military conflict, vandalism, sabotage, cable out, breakdowns, or accident to equipment or software, failure; delay or disruption of transportation facilities, inability to obtain or curtailment of supplies of materials, equipment, software or labour required to perform or comply with any obligation or covenant under this Agreement, strikes, lockouts or any other industrial, civil or public disturbances, any laws, orders, rules, regulations acts or restraints of any government or government body or authority, civil or military, including the order and judgements of courts.

80. The Party prevented from fulfilling its obligations shall on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible. If the force majeure event continues for more than sixty (60) days, either Party shall have the right to terminate the Agreement with immediate effect by written notice.

AMENDMENT

81. This Agreement may not be amended, varied or modified in any manner except in writing signed by a duly authorized officer or representative of each of the Parties hereto.

COUNTERPARTS & ENTIRE AGREEMENT

82. Each Agreement between the parties may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart shall constitute an original of the respective Agreement, but together the counterparts shall constitute one document.

83. This Agreement (including the documents and instruments referred to herein) supersedes all prior representations, arrangements, understandings and agreements between Parties relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the Parties hereto relating to the subject matter hereof; no Party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out referred to in this Agreement.

LAW AND JURISDICTION

84. This Agreement shall be subject to and construed in accordance with the laws of England & Wales. It is irrevocably agreed that the appropriate Court(s) of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and which cannot be settled by the Parties and that accordingly any suit, action or proceeding arising out of or in connection with this Agreement (hereinafter referred to as "The Proceedings") shall be brought in such court and that each Party hereto submits to the exclusive jurisdiction of such court.

85. Nothing in the preceding Clause shall limit the right of MTE to take Proceedings:

- a. in any other manner permitted by laws; or
- b. in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.