

Kinetic Internet Limited

Company No: 4470080

ADDENDUM – SIP Trunk Terms and Conditions

KINETIC INTERNET is an International Communications company that provides telecommunication services to Customers, and the said party wishes to obtain those services from KINETIC INTERNET in accordance with the terms of this full Agreement and further defined hereafter.

This Addendum relates only to our IP Direct Connect Service, also known as SIP Trunks. They do not relate to any other product or service supplied by KINETIC INTERNET unless specified herein.

1. Definitions

All previous definitions in this agreement are utilised in conjunction with this Addendum in relation to the SMS service, defined herein, unless the context otherwise requires:

- 1.1 "Act" means the Telecommunications Act 1984;
- 1.2 "Agreement" means The Resellers Agreement in full inclusive of all addendums, attachments and relevant Terms and conditions;
- 1.3 "Carrier" means any supplier of telecommunications services to KINETIC INTERNET for the Service;
- 1.4 "Charges" means the monetary amounts resulting from applying the Prices and Gamma's calculation methodology to the quantity of services used, received or ordered by the Company;
- 1.5 "CLI" means the calling line identity;
- 1.6 "Code" means the Code of Practice published by PhonepayPlus as amended from time to time. References to paragraphs of the Code are references to the amended Twelfth Edition of the Code of Practice that took effect on 1 September 2011 or, if superseded, any similar paragraph in the current version of the Code;
- 1.7 "Commencement Date" means the date of this Agreement;

2. General

- 2.1 References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.
- 2.2 The headings within this Addendum are for convenience only and shall not affect its interpretation.

3. IP Direct Connect Service

3.1 The point of connection for the IP Direct Connect Service is the IP address in the public internet which will be notified by KINETIC INTERNET to the Company. KINETIC INTERNET's responsibility does not extend to the transport between this point and the End User or to any equipment in operation beyond this point, both of which shall be the responsibility of the Company.

3.2 KINETIC INTERNET does not issue the IP address to be used with this service. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. KINETIC INTERNET reserves the right to withdraw or change this address if for any reason the address ceases to be available.

3.3 All Charges due to KINETIC INTERNET for traffic routed via the IP address to be used with this service shall be paid in full by the Company by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of KINETIC INTERNET or its employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by KINETIC INTERNET.

3.4 KINETIC INTERNET reserves the right to increase the Charges for this service on seven days written notice to the Company in the event that any change in applicable law or regulations results in additional costs being incurred by KINETIC INTERNET.

3.5 Service will not commence until in the opinion of KINETIC INTERNET adequate and satisfactory testing has been concluded.

3.6 Where an A number is being presented:

3.6.1 The Company must ensure that the A Number is of a national significant format, is allocated to the End User and that such End User possesses all necessary permissions in respect of the lines in question;

3.6.2 The Company must ensure that where the A Number is not allocated to the End User, it has written consent from the allocated owner for its use as an A Number and that such consent has not been withdrawn;

3.6.3 The Company must ensure that under the terms of the CLI code of practice the A Number must be a number that is allocated to a Customer or End User, is in use, connected to a terminal and capable of receiving calls;

3.6.4 The Company acknowledges that KINETIC INTERNET has the right to suspend / withdraw use of the service if it is subsequently found that it is breach of this paragraph 3.6 and hereby indemnifies KINETIC INTERNET against any claims arising as a result of any such breach.

3.7 IP Telephony Services support 999 / 112 public emergency call services and such Calls will be routed to the national emergency call handling agents. However these services do not operate in the same way as PSTN fixed line 999 / 112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of End User connectivity to the internet for whatever reason. In such circumstances the End User should use their PSTN line to make the emergency call. Furthermore it may on occasions not be possible for emergency services personnel to identify the End User's location and telephone number so this information should be stated promptly and clearly by the End User when making such a call.

3.8 The Company agrees to incorporate the information given in paragraph 3.7 above relating to public emergency call services into its contracts with its Customers and/or End Users. The Company acknowledges that the IP Direct Connect Service constitutes and must be sold as a private service for use for certain previously identified specific applications which, as regards public emergency call services, confers only limited service at agreed defined locations. It is not and must not be marketed or sold as a full public service. The Company agrees to provide to KINETIC INTERNET for each network termination point full details of the End User's name and address (including post code) to enable KINETIC INTERNET to fulfil its

obligations under Ofcom regulations to pass such details on to BT.

3.9 Where the Company has ordered KINETIC INTERNET's Presentation CLI Service (the "Service"), which allows the Company's End Users to authorise KINETIC INTERNET to carry voice traffic with a Presentation Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at <http://www.niccstandards.org.uk/publications/public-net.cfm>), before the Service is made available, subject to this being technically practicable, the Company must first ensure that the following statement available from the Portal in PDF format shall be signed by each End User and returned to KINETIC INTERNET in PDF format. Any deviation from the exact text of this statement shall not be accepted by KINETIC INTERNET.

The statement is:

"I hereby confirm on behalf of [End User] (the "Applicant") to its telecommunications service provider, and I am duly authorised so to do, that:

- (i) the number requested for use as a presentation number ("PN") is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;*
- (ii) the requested PN is in use;*
- (iii) the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;*
- (iv) the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;*
- (v) the Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the telecommunications service provider may suspend and/or withdraw use of the Presentation CLI Service;*
- (vi) The Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverses the configuration change.*

The Applicant hereby indemnifies its telecommunications service provider and any underlying network service provider against any claims by any third party relating to use of the PNs. The Applicant hereby acknowledges that the telecommunications service provider may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.

..... dated

For and on behalf of [End User]"

The Company shall ensure that any such statements received by it from its End Users and any variations and amendments thereto shall be forwarded to KINETIC INTERNET in PDF format without delay.

4. Agreement & Addendums Amendment

KINETIC INTERNET reserve the right to add to and/or amend the Conditions at any time. Such changes shall be notified to the Customer by posting in the policies section of KINETIC INTERNET's website. Changes in this manner shall be deemed to have been accepted if the Customer continues to use the Service after a period of Fourteen (14) days from the date of posting on the website.