

Sesui Terms and Conditions

The Customer's attention is particularly drawn to clause 7 limitation of liability

1. Interpretation

In this contract:

ADR Notice – means as set out in clause 9.3

Agreement – means these Terms, the Customer Service Level Agreement and the Customer Order Form together.

Business Day - means any day other than a Saturday, Sunday or recognised public holiday in the relevant jurisdiction.

Call Plan - means any routing or management of calls to the Service, as may be configured on or by the Company's Network.

Company's Network – means any part of the infrastructure, software, programming and information associated with the design, operation or functionality of the Service.

Company Website – means any website operated by and registered to Sesui from time to time, the main company website being www.sesui.com.

Customer - the individual, company or body with whom Sesui makes this Agreement and includes successors and permitted assigns.

Customer Order Form – means the form, identified as **Form SES01xx** supplied by Sesui in respect of a request for the Service and signed by the Customer (or a duly authorised representative of the Customer) or acknowledged by the Customer (or a duly authorised representative of the Customer) in writing (including by email) including any subsequent amendment or additions made to the Services provided by Sesui which are requested by the Customer in writing and which are accepted by Sesui in writing (including email).

Date of Execution – means the initial ready for service date (which shall be communicated by Sesui to the Customer in writing) or the first invoice date for Rental, whichever is the later.

Disposal – the method of eradicating or transferring all Stored Data.

Dispute Notice – as set out in clause 9.

Dormant CLI – A telephone number that receives an average of fifteen (15) minutes call traffic or less within three (3) consecutive months.

ECNP – Electronic Communications Network Provider

Facility - includes any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

IGSOC - Information Governance Statement of Compliance.

Initial Period - for a Service will be a minimum period of 12 months or as set out in the Customer Service Level Agreement or Customer Order Form. Any period set out in the Customer Order Form shall take precedent over any period included in the Customer Service Level Agreement and these Terms. ***Where the Services have been renewed following the Initial Period, the period set out in the Customer Service Level Agreement shall take precedent over the period set out in these Terms.***

"Intellectual Property Rights" means all inventions and rights to inventions, rights in goodwill, rights in confidential information including, patents, registered designs, design rights, database rights and copyrights, know how and trademarks (whether registered or not) and all other forms of ownership including industrial and intellectual property rights in all documents or operating programmes for software operated systems whether in legible form or machine readable form and the goodwill therein and applications for any of the same with any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world whether owned by or licensed to Sesui relating to the Service or to the Numbers and / or to associated or accompanying literature and documentation together with any application by or on behalf of Sesui for any such rights.

Numbers – a telephone number.

Premises – means the place to and from which Sesui agrees to provide the Service.

Regulatory Restriction – means:

- (a) legal or regulatory restrictions;
- (b) restrictions due to domestic or foreign government policy;
- (c) other restrictions imposed on telecommunication operators in relation to providing telecommunication services (including, without limitation, licensing requirements and restrictions relating to reselling services), which operate such that the Agreement or any action taken or required to be taken in accordance with the Agreement, including without limitation the provision of the global Services to the Customer, contravenes or may contravene any provision of any applicable law in force in the jurisdiction where the global Services are being used or the global Services are being supplied or used.

Renewal Period – shall apply at the end of the Initial Period if no renewal or cancellation instructions are received, from the customer, and shall run for a period of 12 months unless terminated in accordance with the terms of this Agreement.

Rental – recurring Service charges excluding one-off charges and unbundled minute charges.

Retention Period – the Customer instructed period during which time Sesui will retain and protect Stored Data.

Request – a written request by the Customer to Sesui to make any variation to the Service.

Rules – the rules of the London Court of International Arbitration, which can be located at: - <http://www.iccwbo.org/products-and-services/arbitration-and-adr/arbitration/icc-rules-of-arbitration/>

Schedule - means the schedule to this Agreement.

Service – means the service set out in the Agreement.

Service Level – means such commitments as to provision of the Service by Sesui as are set out in the Service Level Agreement which is contained in the schedule hereto. The Service Level Agreement may be changed at any time by Sesui notifying the Customer in writing. Service Level Agreement shall be defined accordingly.

Service Provider - means a service provider from whom Sesui acquires any service for the purpose of providing the Service to the Customer.

Service Term - means the Initial Period set out in the Agreement and any Renewal Period or Periods, for that Service and commences on the Date of Execution.

Sesui- means Sesui Limited whose registered office is at Magdalen Centre, The Oxford Science Park, Oxford, OX4 4GA. Registered in the UK under company number: 0497 5554.

Sesui Platform – multi-sited architecture of servers and software configured to provide the Service.

Stored Data – any data which is stored by Sesui, under instruction from the customer and through use of the services provided by Sesui, as laid out in the Customer Order Form and irrespective of whether the data contains personal and / or sensitive personal information.

Terms – means these terms and conditions.

Variation – has the meaning given in clause 16.1.

2. Commencement and Duration of Agreement

This Agreement commences on the date that a copy of the Customer Order Form signed by a duly authorised representative of the Customer, or an acknowledgement in writing (including email) of agreement to the Customer Order Form from a duly authorised representative of the Customer is received by Sesui.

This Agreement will continue unless terminated by either party in accordance with the Terms of this Agreement.

3. Provision of the Services

3.1 Sesui will:

- (a) provide the Customer with the Services detailed in the Customer Order Form on the conditions set out in the Agreement, for the avoidance of doubt including inter alia any special conditions agreed in writing by both parties on the Customer order form;
- (b) exercise the reasonable skill and care of a competent telecommunications service provider in providing the Service and if required in determining how best to provide the Service to the Premises;
- (c) use its reasonable endeavours to provide the Service by the date set out in the Customer Order Form for the avoidance of doubt all such dates are estimates and Sesui has no liability for any failure to meet any date;
- (d) comply with all laws and regulations enforceable at law relevant to the provision of the Service.

4. Company Website

4.1 Sesui shall, for the duration of this Agreement, provide to the Customer web portal access to their call information via the Company Website in 'real-time' and the Customer shall have a right to access and use the Company Website to the extent necessary and for the following purposes only:

- (a) viewing and downloading call detail records, statistical information and billing data stored on the Company Website only in relation to the calls made to or by the Customer;
- (b) activating and deactivating numbers or Call Plans: and
- (c) changing any part of the Service as the Customer deems appropriate regarding any telephone numbers allocated to the Customer by Company.

4.2 The Customer shall only amend, alter or change any parts of the Service in accordance with their training and authorisation level and/or as provided in writing from time to time by Sesui to the Customer.

4.3 Changes made by the Customer to their Service which cause any reduction in the Service Level are the sole responsibility of the Customer and Sesui will not be liable for any financial penalties incurred by any third party as a result of these actions.

4.4 Sesui accepts no liability for any amendments made by Customer to the Call Plans, call routing or calls management system.

5 Maintenance and Faults

5.1 Subject always to clause 3.1(b) above Sesui shall maintain the Service in an appropriate manner.

5.2 Sesui may:

- (a) suspend the Service in the event that any routine maintenance is likely to cause any impairment or suspension of the Service in which case Sesui shall give the Customer reasonable written notice of such maintenance / suspension;
- (b) where a fault or impairment occurs to the Service, Sesui shall use its reasonable endeavours to repair such fault or impairment as quickly as reasonably possible, once the fault or impairment has been brought to Sesui's attention in writing by the Customer;
- (c) where any fault or impairment is not caused by Sesui or its suppliers, Sesui will levy a reasonable charge for restoring the Service.

6. Charges

- 6.1 Rental will be invoiced for each Service itemised in the Agreement for the full Service Term. Upon the termination of any Services any Rental associated with the remaining Service Term will be charged in full, as a single charge and shall be invoiced immediately on termination of the Services and payable by the Customer within 30 days of termination of the Services.
- 6.2 The tariff and charges for the Service are set out in this Agreement and may be varied from time to time by Sesui on 30 days written notice to the Customer.
- 6.3 Unless otherwise stated in the Agreement, any Rental is invoiced monthly in advance and call charges and any ad-hoc maintenance or similar charges are invoiced monthly in arrears. Set-up and any other one-off charges will be invoiced on completion of the work. Unless otherwise stated in the Agreement, payment terms are 14 days from the date of invoice. Sesui may suspend the provision of Service in the event of any delay in payment, subject to clause 14.2(a). Sesui may, without prejudice to its other rights, charge interest and seek compensation in accordance with the revised late payment of Commercial Debts (Interest) Act 1998 as amended to be in line with European Directive 2000/35/EC.
- 6.4 Sesui may require a deposit or other security for payment of its charges.
- 6.5 Charges will be based on Sesui's records.
- 6.6 VAT or other applicable sales tax will be added to the invoice at the prevailing rate from time to time.
- 6.7 The Customer hereby agrees that in the event (for whatever reason) that Sesui fails to receive from its carriers any monthly call revenue properly due to Sesui in respect of the services, then Sesui shall have no liability to make any out payments deriving therein to the Customer unless and until the carrier pays such revenue to Sesui. Sesui shall use its reasonable endeavours to attempt to recover such monthly call revenue.
- 6.8 The Customer hereby agrees to repay Sesui any charges or fines related to Regulatory Restrictions in the event that Sesui is required to pay any Regulatory Restriction charges or fines in connection with the Customer's Service. Such repayment shall be made by the Customer to Sesui within 10 Business Days of Sesui notifying the Customer in writing of the amount to be repaid.

7. Limitation of Liability

- 7.1 Save as may be expressly provided herein neither Sesui nor any of its officers employees or agents shall have any liability whatsoever for any indirect or consequential loss of the Customer (including but without limitation, loss of business, profit, goodwill, and any loss arising out of any liability of the Customer to any other person) resulting from negligence or any other tort or any breach of contract on the part of Sesui or any of its officers, employees or agents arising out of any act, event or circumstance or series of any acts, events or circumstances relating to this Agreement or otherwise howsoever with respect to the matters contemplated herein or in any contract collateral to this Agreement and all conditions, warranties or other terms whatsoever inconsistent with the provisions of this clause are hereby expressly excluded.
- 7.2 Notwithstanding the generality of clause 7.1 Sesui shall not be liable for any losses or damages sustained as a result of;
- (a) the failure of any independent contractors' telecommunications equipment including any software applicable thereto;
 - (b) the Customer's negligence or default ;
 - (c) a fluctuation in mains voltage ;
 - (d) faults of any ECNP software, line or equipment;
 - (e) electrical interference generated in or radiated by electric, electronic or other similar equipment or materials not supplied by Sesui;
 - (f) the lack of availability or poor quality of any internet services; or
 - (g) the failure of any equipment which has not been provided by Sesui or the failure of any equipment which is outside the control of Sesui.

- 7.3 In the event that clause 7.1 should prove for any reason ineffective to exclude any liability referred to in that clause any such liability inclusive of any Value Added Tax or other sales tax shall be limited to £1,000,000 in respect of any claims or causes of action when aggregated, in any 12 month period.
- 7.4 Nothing in this Agreement shall have the effect of excluding or restricting the liability of Sesui or any of its officers, employees or agents for death or personal injury caused by such person's negligence.
- 7.5 Sesui's duty in performing any obligations under this Agreement or any contract collateral thereto is only to exercise the reasonable care and skill of a competent ECNP.
- 7.6 Should any third party bring any claim against Sesui relating to the Services, the Customer shall fully indemnify Sesui for any costs and / or losses incurred by Sesui in respect of this.
- 7.7 Each provision of this paragraph, excluding or limiting liability, operates separately, if any part is held by a court of competent jurisdiction to be unreasonable or inapplicable, the other parts will continue to apply.

8. Matters Beyond the Reasonable Control Of Either Party

- 8.1 If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts of local or central government or other competent authorities or events beyond the reasonable control of that party's suppliers, the party will have no liability to the other for failure to perform.
- 8.2 If as a result of a matter beyond the reasonable control of a party, the affected party is unable to do or delayed in doing what it has agreed under this Agreement, it shall continue performing those obligations under this Agreement that are not affected by the matter beyond its reasonable control and in performing those obligations shall use reasonable efforts to deploy its resources so that (when taken with obligations to third parties) there is no undue discrimination against the third party.
- 8.3 If the affected party is unable to do or delayed in performing any of its obligations under this Agreement because of a matter beyond its reasonable control, the other party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation to them.
- 8.4 If an event beyond a party's reasonable control occurs, that party must:
- (a) give the other party notice of the event promptly and an estimate of the non-performance and delay;
 - (b) take all reasonable steps to overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and
 - (c) resume compliance as soon as practicable after the event no longer affects either party.
- 8.5 If any of the events detailed in paragraph 8.1 above continue for more than 3 months either party may serve notice on the other terminating the affected service(s).

9. Dispute Resolution

- 9.1 If a dispute arises between the parties to this Agreement, the parties will use their reasonable endeavours to settle the dispute in accordance with this clause 9.
- 9.2 If any dispute arises out of or in connection with this Agreement, including any question regarding the existence, scope, validity or termination of this Agreement or this clause 9 (and including any tort or statutory claims) the Parties agree to first use reasonable endeavours to resolve any dispute by prompt discussion in good faith at a managerial level appropriate to the dispute in question. This procedure shall commence when either party gives notice (**Dispute Notice**) to the other setting out the issues in dispute and referring to this clause and, unless the Parties agree otherwise in writing, shall be treated as having been exhausted if the dispute has not been resolved within 10 Business Days after receipt of the Dispute Notice.
- 9.3 If the Parties cannot reach a resolution under clause 9.2 they agree to attempt to settle it by mediation in accordance with the Centre for Dispute Resolution ('CEDR') Model Mediation Procedure.
- (a) To initiate mediation, a Party must give notice in writing an advised dispute resolution notice (**ADR notice**) to the other Parties to the dispute requesting mediation. A copy of the request should be sent to CEDR.
 - (b) If the dispute is not resolved within 42 days (or such other period as the Parties may agree in writing) of the giving of the ADR notice, or if one of the Parties refuses to participate in mediation, either party may require that the dispute be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration which Rules are deemed to be incorporated by reference into this clause 9, save that the Parties,

notwithstanding anything in those Rules, preserve their right to appeal or refer to the English courts on questions of law.

- (c) The number of arbitrators shall be 1.
- (d) The place of the arbitration shall be London and the proceedings of the arbitration shall be governed by the laws of England and Wales.

9.4 This Agreement shall be governed by and construed in accordance with the law of England and Wales. The Parties agree that information concerning any arbitration, including, without limitation, information concerning any arbitration award, shall be treated as confidential and not disclosed to any third parties without the consent in writing of all of the Parties unless:

- (a) the information has come into the public domain other than through the fault of the party disclosing it;
- (b) disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over the party disclosing the information, whether or not the requirement has the force of law;
- (c) disclosure is necessary in order to establish or protect any legal right of the party disclosing the information; or
- (d) the disclosure is limited to the directors and officers, professional advisers, auditors, bankers or insurers of the person disclosing the information, acting as such, or to a person intended to be called as a witness in the arbitration by the person disclosing the information, for the purpose of preparing his testimony, but provided that in any such case a written confidentiality undertaking in a form equivalent to this clause has first been obtained from that person.

9.5 A copy of the Sesui Code of Practise on Complaint Handling and Dispute Resolution can be found at www.sesui.com, or requested from support@sesui.com

10. Term and Termination

10.1 This Agreement shall continue for the Initial Period. If neither party terminates the Agreement within the Initial Period then it shall automatically continue for the Renewal Period and subsequent Renewal periods.

10.2 The Customer may terminate the Agreement and or a Service no earlier than the last day of the Initial Period or Renewal Period as the case may be and shall do so in writing no later than 3 calendar months prior to the last day of the Initial period or Renewal period as the case may be. For the notice of termination to be accepted by Sesui, the Customer must confirm Disposal instructions relating to any Stored Data that may reside on Sesui systems when the Agreement or Service is terminated.

10.3 Sesui may terminate this Agreement and / or any Service at any time on 3 calendar months written notice to the Customer.

10.4 Either party may terminate the provision of a Service in the event of a material breach of the terms of this Agreement relating to the provision of such Service, such breach being capable of remedy by the other party, but which breach remains unremedied 14 days after notice has been given of such breach.

10.5 Either party may terminate the provision of a Service forthwith in the event of a material breach of the terms of this Agreement relating to the provision of such Service, where such breach is incapable of remedy.

11. Use of the Service

11.1 The Customer must not use the Service and must take reasonable steps to ensure that the Customer Service is not used:

- (a) in a way that does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way unlawful or fraudulent or, to the knowledge of the Customer, has any unlawful or fraudulent purpose or effect; or in connection with the carrying out of a fraud or criminal offence against Sesui or any other telecommunications operator or at all;
- (b) in a way that in Sesui's reasonable opinion could materially affect the quality of any telecommunications service including the Service provided by Sesui; or
- (c) by any other third party and is used only by the Customer as an End User.

11.2 Sesui and the Customer each agree to comply with their respective obligations under applicable data protection legislation and maintain all relevant registrations and notifications, including (in relation to the Customer) such registrations, notifications and consents that the Customer should obtain and maintain to enable Sesui to process the information.

11.3 For Customers within the Health Sector, all parties must comply fully with IGSOC and all related requirements covering access (e.g. login control; single system usage; deactivation), local data storage and data / information transfer consent.

11.4 The Customer shall, with the signed Customer Order Form, provide Sesui with:

- (a) full details relating to Stored Data including the purpose for which and the manner in which any data will or will be processed in accordance with their obligations under the prevailing data protection regulations
- (b) the required Retention Period
- (c) the required Disposal method once the Retention Period has expired.

11.5 In line with the Retention Period provided with the Customer Order Form, Sesui shall maintain Stored Data for the agreed Retention Period unless alternative actions are specified by prevailing regulatory conditions or by modified instructions from the Customer received in writing. Sesui shall apply appropriate protection to Stored Data within both the live Customer account and within the Sesui archive throughout the Retention Period and once the Retention Period has expired, will eradicate Stored Data in accordance with Disposal instructions from the Customer and secure disposal guidance provide by appropriate regulatory organisations.

11.6 The Customer will fully indemnify Sesui against any claims or legal proceedings, which are brought or threatened against Sesui by a third party where the Service is used in breach of this Agreement.

12. Intellectual Property Rights

12.1 The Customer hereby agrees and recognises that all Intellectual Property Rights in connection with the Service are and shall remain the property of Sesui and the Customer shall not cause or permit anything to be done (or not done) which may damage or endanger the Intellectual Property Rights and shall indemnify Sesui against any loss suffered by Sesui by reason of any misuse by the Customer of the Intellectual Property Rights.

The Customer shall:

- (a) Not use any trademark of Sesui so as to prejudice its distinctiveness or validity or the goodwill of Sesui or its company name therein nor in any way use the name or any part of the name or any logo or getup of Sesui or the trade names or any part of the trade names of any part of the Service on or in connection with any telecommunications service facility or product other than the Service save as provided above.
- (b) Not use any trademark or trade name so resembling any trademark or trade name of Sesui as may cause confusion in the minds of members of the general public.
- (c) Ensure that all references to and use of any Intellectual Property Rights are approved in writing by Sesui and contain an acknowledgement in the form approved in writing by Sesui of its ownership of the same.
- (d) Keep Sesui promptly and fully notified of any actual, threatened or suspected infringement of or any action, claim or demand or proceedings in relation to any of the Intellectual Property Rights which may come to its attention and shall render to Sesui all assistance which Sesui reasonably requires in connection therewith including taking or resisting any proceedings.

12.2 Service messages recorded by Sesui and made available in support of the Service, remain the property of Sesui and may only be used, after cessation of the Service, with the prior written permission of Sesui. Service messages recorded by the customer or a designated 3rd Party and made available in support of the Service, remain the property of the Customer and will be transferred via email to the Customer upon written request within 3 months of cessation of the Service. Where no instruction is received within 3 months of cessation of the Service, Sesui reserve the right to apply a reasonable charge for any subsequent written request for the transfer of messages via email or via any other appropriate method.

12.3 At the end of the Retention Period and if no alternative instructions have been provided by the Customer in writing, the actions set out in the Disposal instructions will be carried out. The Disposal instructions may:

- (a) provide Sesui with formal notification that Stored Data may be destroyed; or
- (b) provide Sesui with appropriate media to enable the transfer of selected data files; or
- (c) confirm that all required Stored Data will be transferred, from Sesui systems, using provided access methods within a stated period (not to exceed 5 working days). After the stated period Sesui reserve the right to destroy all Stored Data related to the ceased Service; or
- (d) request Sesui to retain Stored Data for an additional stated period and provide Sesui with appropriate justification in line with prevailing Data Protection regulations.

Sesui reserve the right to levy a charge for any work it undertakes in respect of clauses 12.3 (a) – (d) inclusive.

13. Obligations of Customer relating to the provision of Services

The Customer shall:

- (a) ensure that all equipment connected to the Services by, or on behalf of the Customer is technically compatible with the relevant Service(s) and that both its' Premises and equipment comply with all relevant regulatory conditions (including any applicable legislation);
- (b) ensure that the details provided to Sesui in order to enable Sesui to provide the Services is complete and accurate;

- (c) ensure that all equipment connected to the Services complies with and is used in accordance with all reasonable procedures (including security and safety procedures) and possesses all approvals, necessary to allow it to be connected to the Services;
- (d) not alter, tamper, reverse engineer, repair or attempt to repair the Services or cause, or allow, a third party to do any of these acts. For the avoidance of doubt the Customer may alter its services via the Company Website, in accordance with the terms of the Agreement;
- (e) be solely responsible for selecting, supplying and maintaining its own facilities and equipment and the purpose(s) for which it acquires and uses the Services;
- (f) be solely responsible for the content and security of any data or information which it sends or receives using the Services and warrants that it, and its employees, contractors and agents will not use the Services for any purpose that may be unlawful, illegal or defamatory; and
- (g) notify Sesui in writing one month in advance of any activity that may cause their traffic volumes to increase by more than 30% in any given period.

14. Suspension or Cancellation of Services

14.1 Sesui may without notice suspend, limit or cancel the provision of Services, which for the avoidance of doubt includes suspension of the right to access the Company Website by the Customer at any time:

- (a) in the event of an emergency or whenever Sesui or its service provider's consider it necessary or reasonable in order to provide resources to emergency and other essential services;
- (b) if the supply of a Service is or is to become unlawful;
- (c) if in the opinion of Sesui the provision of a Service or continued provision of a Service is liable to cause death or personal injury or damage to property;
- (d) if Regulatory Restrictions apply to the supply and/ or the use of a Service;
- (e) the Customer's use of a Service interferes with the efficiency of Sesui's, or a Service Provider's, network and the Customer fails to rectify the situation; or
- (f) if the Customer has breached any of the terms of this Agreement, including, without limitation, the obligation to pay any sums due, if ordered to do so by any competent authority;
- (g) failure to notify Sesui in accordance with clause 13 (g) above.

14.2 Sesui may suspend, limit or cancel the provision of a Service at any time by written notice to the Customer:

- (a) if the Customer defaults in the due payment of any charges for a Service;
- (b) if a Service Provider ceases to supply, or gives Sesui notice of its intention to cease to supply, services necessary for Sesui to supply a Service to the Customer; or
- (c) if a third party holding an encumbrance takes possession of the whole or a substantial part of the undertaking or property of the Customer or the Customer becomes unable to pay its debts when they are due or enters into, or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors generally.

14.3 Where provision of a Service has been suspended under clause 14.2(a), re-supply may be subject to the payment by the Customer of a re-supply charge which will be advised to the Customer by Sesui prior to the Service being re-supplied.

14.4 If Sesui cancels a Service; it may enter the Premises and remove any Facility belonging to Sesui connected with that Service. If Sesui is unable to gain access to the Premises it may recover the value of the Facility from the Customer as a debt due to Sesui.

14.5 Sesui reserves the right to charge at the prevailing rate as set out on the Sesui Platform or cancel any Dormant CLI from the Sesui network.

14.6 For telephone numbers hosted for the Customer by Sesui and registered on the Sesui Platform, Sesui reserves the right to apply a £10 per number charge to port Customer specified telephone numbers to an alternative service provider.

15. Confidentiality

15.1 The Customer shall and shall procure that its officers, employees and agents shall preserve the confidentiality of all commercial and other information provided by Sesui relating to the Service which comes to the attention of the Customer including without limitation all know-how, customer lists, specifications, details of launch dates of any telecommunication services or products and pricing information relating thereto ("Confidential Information") and shall not through any failure to exercise all due care and diligence or otherwise by any act or omission disclose or cause or commit to be disclosed any Confidential Information to any third parties save;

- (a) to the extent that such disclosure is strictly to enable the Customer to perform or comply with any of its obligations under this Agreement; or

- (b) to the extent that it is required by law that the Customer do so; or
- (c) where the information has come into the public domain otherwise than through a breach of any of the terms of this Agreement.

15.1.2 Neither the Customer nor any of its officers, employees or agents shall be entitled to make use of any Confidential Information other than during the continuance of this Agreement and then only so as to enable it or them to carry out the Customer's obligations pursuant to this Agreement.

15.2 Nothing in the Agreement shall prevent Sesui disclosing any of the Customer's confidential information to its employees, sub-contractors, advisers and other consultants on a 'need to know' basis provided those persons are aware of the confidential nature of the information and in accordance with the Data Protection Act 1988.

16. Variation

16.1 Should the Customer make a Request (that Sesui make any variation to the Service), the Request must be in writing. For the avoidance of doubt the Request can be sent by email but Sesui is under no obligation to agree to any Variation requested. If Sesui agrees to the Variation, this Agreement will be varied from the date that Sesui confirms the Variation in writing to the Customer.

16.2 Sesui may vary this agreement at any time to:-

- (a) comply with any legal or statutory obligations, including but not limited to, any requirements from time to time under the Telecommunications Act 1984 and any other relevant and applicable legislation.;
- (b) comply with the applicable regulatory requirements;
- (c) comply with any final order, provisional order, direction, notice, specification, designation or consent made by the National Regulatory Authority relating to the Service;
- (d) change the charges payable under this Agreement;
- (e) introduce new Service features;
- (f) withdraw Service features;
- (g) introduce new or improved Service Levels;
- (h) maintain the integrity or security of the Service;
- (i) protect the use of Sesui's name and Trademarks; or
- (j) if agreed by both parties in writing.

17. Assignment

17.1 The Customer may not transfer any of its rights or obligations under this Agreement, without the prior written consent of Sesui.

17.2 Sesui may transfer its rights or obligations to any third party or associated person or company under this Agreement

18. General Notices

18.1 All notices, approvals, consents and other communications must be in writing and sent to the postal addresses, email addresses or fax numbers specified on the Customer Order Form or such other postal address, fax number or email address as the parties may notify to the other in writing from time to time.

18.2 Notices sent:

- (a) by hand are deemed to be received when delivered;
- (b) by post to an address in the UK are deemed to be received by the third Business Day after posting;
- (c) by post to an address outside the UK are deemed to be received by the fifth Business Day after posting;
- (d) by fax are deemed to be received at the time of transmission or if not on a Business Day then at 9am on the next Business Day;
- (e) by email are deemed to be received one hour after transmission if on a Business Day if not then at 9am on the next Business Day.

19. Severance

If any clause or part of any clause is held by a court of competent jurisdiction to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement and this Agreement otherwise remains in full force and effect.

20. Waiver of rights

20.1 A condition of this Agreement, or a right created by it, may only be waived by a party by giving written notice to the other party.

20.2 A waiver of a breach of this Agreement does not waive any other breach.

21. Warranties

21.1 The Customer and Sesui each warrant to the other that entering into and performing its obligations under this Agreement does not breach any of its contractual obligations to any other person.

21.2 The Customer warrants that it has not relied on any representations or warranties by Sesui other than those contained in this Agreement.

22. No third party rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no third party shall have the benefit of or the right to enforce any term of this Agreement.

23. Interpretation

In this Agreement:

- (a) a reference to this Agreement includes all its parts described in clause 1, the Schedule and includes any amendment to or replacement of them;
- (b) a reference to a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural, and vice versa;
- (d) "includes", "including", "for example", "such as" and similar terms are not used, and are not to be interpreted as, words of limitation.

24. Entire Agreement

24.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous written and oral agreements relating to its subject matter.

24.2 The parties acknowledge and agree that:-

- (a) the parties have not been induced to enter into this Agreement, by any representation, warranty, or other assurance not expressly incorporated into it; and
- (b) in connection with this Agreement, the only rights and remedies of the Customer in relation to any representation, warranty or other assurance are for breach of this Agreement and that all other rights and remedies are excluded.

24.3 Nothing contained in paragraphs 24.2 (a) and (b) above shall affect the rights or remedies of the parties in respect of any fraudulent misrepresentation and / or gross misconduct.

25. Notice of Withdrawal of the Service

Where Sesui intends to withdraw the Service in its entirety and not offer a similar version, Sesui will give the Customer such notice as is required under the applicable regulatory requirements and Sesui will refund any charges paid in advance in respect of any period which ends after the date of withdrawal.

26. Conflict

26.1 If any conflict arises between the Terms and the Service Level Agreement, the Service Level Agreement shall take precedent.

26.2 If any conflict arises between the Customer Order Form, Service Level Agreement or these Terms the Customer Order Form shall take precedent.

27. Law

This Agreement is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.

Schedule
Service Level Agreement

Document Outline

The purpose of this document is to provide details of the Standard Service Level Agreement provided by Sesui for the provision and support of telephony distribution and management services.

This Service Level Agreement supports the Sesui Terms & Conditions which are prevailing at the time of order placements.

Services Overview

This agreement covers all services provided by Sesui with the exception of the services listed below:

- Any client provided hardware, software or cabling that is utilised on client premises for the delivery of Sesui services;

- Any failure of client provided hardware, software or cabling that impacts the delivery of Sesui services;
- The resolution, under the terms of this agreement, of any problem that has been caused by user error, accident, neglect, tampering, damage or misuse by the Client or by a Client instructed Third Party. Sesui will resolve any such problem but reserves the right to levy an additional charge calculated on a Time & Materials basis;
- For any Sesui supplied equipment installed on Client premises, for any failure due to abnormal physical or electrical stress – e.g. lightning strike or power surge;
- Any unauthorised modification to any Sesui supplied equipment on site unless otherwise stated.

Key Deliverables

Sales & Development Support

Sesui will respond within seven (7) working days to all requests for service enhancements and / or expansion, pricing and delivery lead times including requests for Sesui development work and / or bespoke services. Depending on the complexity of the changes and / or enhancements requested, one off charges for the subsequent implementation of any agreed changes and / or enhancements and an increase in the monthly recurring service charges may apply. These charges will be confirmed in the Sesui response to the request.

Development work for new and / or bespoke services a development charge, in addition to the above one off implementation and recurring service charges, may also apply. Development and other service related charges will be detailed in the feature specification presented, by Sesui, in response to a new / bespoke feature request (client approval in writing will be required before any development work commences).

Requests should be raised, by email, to orders@sesui.com. For telephone support please call 03445 600600 and select Option 2 for Sales Support.

Provisioning Support

Sesui will provision services that have been detailed and authorised by a Client signed order form, or, by Client email authorisation against a Sesui provided change or new service specification. Sesui aim to either provision all services within 3-working days of receiving a Client signed order or Client authorisation to proceed against a Sesui provided specification, or, provide the Client with a project plan within 3-working days detailing the time line for implementation and service handover.

Problem Reporting & Resolution

During normal Sesui business hours (Monday to Friday 09:00 to 17:00) problems should be reported to the Sesui Help Desk via email (support@sesui.com) or via the telephone on 03445 600600 selecting Option 1 for Customer Service. Sesui will confirm, within 1-working hour, receipt of the problem report if the initial contact has been made via email or via voicemail.

The information required, by Sesui, when a problem is reported is as follows:

- The full name and contact number of the person reporting the problem;
- If different from above, a site contact for the location affected;
- The telephone numbers affected;
- A full description of the problem;
- An indication of the severity.

A Sesui case reference will be raised by a member of the Sesui Customer Service Team and should be used for all subsequent correspondence or dialogue until the problem has been resolved and closed.

Problem Resolution Times

Assuming reporting follows the correct procedure, Sesui aim to resolve problems related to a full service failure within 4-working hours and all other problems within 24-working hours. For full service failures Sesui will provide hourly updates on resolution progress. Upon resolving any reported problem, Sesui will ask for confirmation, from the Client, that the case can be closed.

Service Availability

The Sesui system(s) are constructed to deliver the following availability and quality levels:

- System Availability - >99.999%
- Network Quality (successfully routed call traffic) – >99.90%
- Web Availability (does not affect the routing of call traffic) - >99.90%
- Hardware Availability – reflected in the System Availability figure quoted above;
- Infrastructure Availability (e.g. circuits and lines) – reflected in the System Availability figure quoted above.

Scheduled Service Downtime

In the event of any planned maintenance activity that may affect Client services, Sesui will provide at least 5-working days' notice. Should it prove necessary for Sesui to carry out emergency remedial work, Sesui will endeavour to contact all impacted parties as quickly as is practical.

Notification of Changes

Any changes, to the service, which may potentially affect the service and the related service levels should be notified promptly to the other party – e.g. changes to key personnel; changes to equipment attached to the service; changes in site access arrangements; special business related campaigns and / or marketing which may impact the traffic volumes used for sizing the service.

Escalation

Any deviation from the above service levels should be escalated as follows:

- Any service related item during normal Sesui working hours (Monday to Friday 09:00 to 17:00), please contact the Service manager on **0808 260 0808** (free to call).

Complaints Process

Sesui prides itself on delivering high levels of customer service. However, in the event of dissatisfaction with the level of response received, the matter should be escalated to the Sesui Managing Director. Contact details are – lee@sesui.com Telephone 08445 602602.