

Leased Line Services Terms and Conditions

1. Definitions and Interpretation

1.1 In this Service Agreement the following expressions shall have the following meanings unless the context otherwise requires:

"Billing Period" means monthly periods of time for the billing of Rental and other Charges under this Agreement or any Contract to the Client.

"Business Days" means Mondays to Fridays excluding Bank and Public Holidays.

"Charges" means the charges for the installation and use of Leased Line Services together with any charges for additional services and equipment due by the Client to JUNO TELECOMS LTD in terms of the Services Agreement.

"Circuit" means a Leased Line circuit whether for the provision of Internet Leased Line Services or Point to Point Leased Line Services.

"Client Provided Apparatus" means any apparatus at the Sites (not being Services Equipment) provided and used by the Client and/or a User in order to use the Services.

"Client" means the Party identified in Schedule 1 of this Agreement.

"Go Live Date" means the date on which JUNO TELECOMS LTD notifies the Client or any User that the Service or part thereof are ready for use or, if earlier, the date on which the Client or any User first makes use of the Service of part thereof.

"Help Desk" the telephone helpdesk described in Clause 7.1;

"Incident Report" notification of an Incident which is raised by JUNO TELECOMS LTD or by the Client.

"Incident" a failure of the Service to operate in accordance with its published specification.

"Installation Charges" means the charges payable for installation of Services Equipment and for the commissioning and configuration of Services, as specified in the Order or as subsequently varied in accordance with the terms of this Agreement.

"Leased Line" means a circuit provided by JUNO TELECOMS LTD as described in clause 5;

"Normal Business Hours" the hours between 0900 and 1700 on Business Days.

"Operations Manual" the JUNO TELECOMS LTD operations manual applicable to the Services as may be amended from time to time.

"Order" means a request for the provision of Services by the Client which has been accepted by JUNO TELECOMS LTD in accordance with Clause 6 of this Agreement.

"Priority Level" the priority levels specified in the table set out at Clause 8.5.1.

"Protected Circuit" means a leased line circuit delivered over multiple lines to deliver a resilient service.

"Rental" means the rental payable by the Client to JUNO TELECOMS LTD for the provision of Services and the Services Equipment as specified in the Order or as increased or decreased by JUNO TELECOMS LTD in accordance with the terms of any Contract.

"Service Credits" means reductions in certain charges or compensation payments in respect of JUNO TELECOMS LTD failing to meet specified Service Levels, calculated in the manner set out in this Agreement.

"Service Provider" means any third party who from whom JUNO TELECOMS LTD procures services in order to provide the Services under this Agreement.

"Services Equipment" means any apparatus, equipment and cabling provided by JUNO TELECOMS LTD at a Site as an essential part of providing Services under the terms of this Agreement.

"Services" means the provision of Internet Leased Lines or Point to Point Leased Line Services and equipment by JUNO TELECOMS LTD to the Client as specified in the Order and "Service" shall have a corresponding meaning.

"Site" means the premises or other locations from and to which Services are to be provided to the Client as specified in the Order.

"Support Service" the support services described in clause 7;

"Target Go Live Date" means the target date agreed between JUNO TELECOMS LTD and the Client for the commencement of Services as set out in an Order or as subsequently revised by the Client in accordance with the terms of this Agreement;

"The Act" means the Communications Act 2003.

"the Code" means any Code of Practice relevant to the Services issued by PhonepayPlus or OFCOM as amended from time to time;

"this Agreement" means this Service Agreement and its Schedules and any Order;

"Trouble Ticket System" a method in which to raise queries or report an Incident to JUNO TELECOMS LTD in relation to the Services.

"Unique Reference Number" reference number generated automatically on the Trouble Ticket System and allocated to an Incident when the Incident is entered on the Trouble Ticket System or notified to the Help Desk;

"Unprotected Circuit" means a leased line circuit delivered over a single line.

1.2 The Condition and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.

1.3 References to the singular include the plural and vice versa, and references to one gender include the other gender.

1.4 Any phrase introduced by the expressions “includes”, “including” or “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5 Any reference to a statute, statutory provision or subordinate legislation (together “legislation”) shall (except where the context otherwise requires) (i) be deemed to include any bye-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation and (iii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.

1.6 Unless specifically provided to the contrary all notices under this Agreement shall be in writing.

1.7 References to times are to London UK times.

1.8 Any reference to an “hour” means an hour in a day and any reference to a “day” means a period of 24 hours running from midnight to midnight.

1.9 Except to the extent that they are inconsistent with the definitions and interpretations in this Agreement or are otherwise defined in this Agreement, the definitions and interpretations in the Master Agreement shall apply to this Agreement.

1.10 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.11 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement.

2. The Service Agreement

2.1 The terms of the Master Agreement shall apply in relation to the supply of the Services and the terms of this Agreement shall apply between the parties as if the Master Agreement were incorporated into this Agreement.

2.2 Notwithstanding Clause 2.1 the Master Agreement shall remain fully effective and unamended, in relation to the supply of any goods and or services other than the Service.

3. Commencement and duration of this Agreement

3.1 This Agreement commences on the date that it is signed by duly authorised representatives of JUNO TELECOMS LTD and will continue unless or until terminated by either Party in terms of this Agreement.

4. Duration of Services

4.1 For the duration of this Agreement JUNO TELECOMS LTD agrees to:

4.1.1 provide the Client with the Services on the terms of this Agreement.

4.1.2 exercise the reasonable skill and care of a competent communications provider in providing the Service and if required, in determining how best to provide the Service to a Site.

4.1.3 use its reasonable endeavours to provide the Service by the Target Go Live Date and in accordance with the service levels set out in this Agreement but all dates are estimates and except as set out in the service guarantee provisions, JUNO TELECOMS LTD has no liability for failure to meet any date;

4.2 It is technically impracticable to provide a fault free Service and JUNO TELECOMS LTD does not undertake to do so. JUNO TELECOMS LTD agrees to repair any faults in accordance with the service standards as set out in this Agreement.

4.3 The Service Minimum Period for Leased Line Services shall be as provided for in the relevant Order.

5. Description of Leased Line Services

5.1 Leased Line Services are provided as:

5.1.1 Internet Leased Line Services – a dedicated, private, fixed capacity circuit delivered from the Service Provider Network to the Client Site with Internet connectivity. These Services may share infrastructure with other Service Providers. Internet Leased Line Services are delivered as a Fully Managed Service with 24/7 remote monitoring and management.

5.1.2 Point to Point Leased Line Services– a dedicated, private, fixed capacity circuit delivered point to point between Client nominated sites. Point to Point Leased Line Services do not share infrastructure with other Networks and will be delivered as a standalone Service which will not be monitored.

6. Orders for Leased Line Services

Orders for Leased Line Services shall be completed according to process set out in this clause.

6.1 On receipt of a request for Services JUNO TELECOMS LTD shall provide a quotation to the Client.

6.2 Subject to clause 6.6 the Client shall provide a valid Purchase Order for the Services. All quotations made by JUNO TELECOMS LTD shall be deemed to be made subject to the terms and conditions of this Agreement.

6.3 The Client will be required to complete a Technical Requirements Document as prescribed by JUNO TELECOMS LTD from time to time.

6.4 JUNO TELECOMS LTD will endeavour to confirm within 10 Business Days after the day the Technical Requirements Document is received whether the Services can be provided and the date the Services will be provided.

6.5 If excess construction charges are applicable in order to provide the Services JUNO TELECOMS LTD shall notify the Client in writing of the charges and the reasons for them. The Client shall indicate acceptance of the excess construction charges by providing a valid Purchase Order amending or in addition to the original Purchase Order.

6.6 The provision of a Purchase Order by the Client shall constitute an offer to acquire the Services specified in the Technical Requirements Document subject to (i) confirmation that the Services can be provided and (ii) where excess construction charges are applicable, acceptance of those charges in terms of clause 6.5.

6.7 No Order shall be binding on JUNO TELECOMS LTD until that Order has been accepted by the JUNO TELECOMS LTD Service Delivery Team by notice to the Client.

6.8 Upon acceptance by JUNO TELECOMS LTD the Services shall be provided under the terms of this Agreement.

6.9 A request for the upgrade or downgrade of an existing Service shall not be considered a request for services in terms of this clause 6 but on acceptance by JUNO TELECOMS LTD will be deemed an amendment of the existing Order under which those Services are provided.

7. Support Services

7.1 Help Desk Support

During the hours of Service specified in Clause 7.2, The Service Provider will provide a client service and administration telephone help desk facility (“Help Desk”) for the benefit of the Client. they shall accept calls for English language telephone support in connection with Orders and Incidents during the hours of Service specified in Clause 7.2.

7.2 Hours of Service 9 am to 5pm.

7.2.1 The support function will deliver proactive updates via the Trouble Ticket System or as otherwise provided for in the Operations Manual.

7.3 Scheduled and Emergency Maintenance

7.3.1 From time to time The Service Provider may interrupt the Service to maintain, update or enhance software Equipment or other aspects of the Service and/or Network (“Maintenance Events”). Wherever possible the Client will be given a minimum of 10 Business Days advance notice of such events, and where possible will schedule Maintenance Events so as to cause minimum interruption of the Service. For the avoidance of doubt, it may not

be possible to give such notice where interruption to the Service is necessary to deal with Incidents occurring in connection with the Service.

7.3.2 From time to time The Service Provider may interrupt the Service to carry out emergency maintenance to the Network in order to maintain appropriate levels of service quality and to provide where possible minimum impact to the Service.

7.3.3 The Client shall give all reasonable assistance to The Service Provider to enable Maintenance Events to commence on the planned date and for them to be completed efficiently.

7.3.4 Any Maintenance Events which occur during Normal Business Hours, and which were not requested by the Client, shall be considered downtime for the purpose of service availability measurement set out in clause 9.

8. Service Management

8.1 Incident Reporting

8.1.1 Monitoring and management of Internet Leased Line Services will be provided 24 hours a day 7 days a week together with pre-emptive Incident reporting to the Client whenever reasonably possible. In the event that any Incident is experienced by the Client that it has not been identified by the Service Provider, the Client must submit an Incident Report to the Help Desk by telephone or via the Trouble Ticket System.

8.1.2 For Point to Point Leased Line Services clause 8.1.1 does not apply and the Client will be responsible for the submission of Incident Reports to the Help Desk.

8.1.3 All Incident Reports submitted by the Client must provide a complete description of the Incident and any information reasonably requested.

8.1.4 The Help Desk will allocate a Unique Reference Number to identify an Incident after first line diagnostics have been performed as an initial assessment of the cause of an Incident. The Help Desk will require the Client to conduct first line diagnostics with any of its Users where appropriate.

8.1.5 After allocation of a Unique Reference Number, all corresponding communications made by the Client to the Help Desk must include that Number. Updates to the Trouble Ticket System will be made via the Help Desk in accordance with the guidelines within the Operations Manual.

8.1.6 If the Client reports any Incident via the Trouble Ticket System outside of Normal Business Hours, the Client must place a follow up call to the Help Desk in order to notify the engineer of the nature of the Incident.

8.2 Incident Report Priority Levels A Priority Level will be allocated to any Incident reported to the Client in accordance with the Incident Classification Matrix in Clause 8.5.1.

8.3 Incident Response Timescales

8.3.1 The Service Provider shall use best endeavours to assign an Incident to an appropriate engineer within 30 minutes of the generation or receipt of an Incident Report for no less than 95% of Incidents properly submitted by the Client in accordance with Clause 8.1.

8.3.2 The Service Provider shall use best endeavours to make an update on an Incident available to the Client via the Trouble Ticket System within the response times specified in Clause 8.5.1.

8.4 Incident Resolution Targets

The Help Desk shall use reasonable endeavours to clear Incidents within the time scales specified within the Incident classification matrix set out in Clause 8.5.1

8.5 Incident Classification Matrix

8.5.1 The Incident classification matrix set out below outlines the description, resolution and scheduled updates frequencies for the associated Incident priorities.

SLA: All faults will be validated when reported and subsequently classified as below:

- Priority 1 - Total loss of service (hard down or no transmission of signal in one or both directions)
- Priority 2 – Service is available, but either reduced functionality or degradation is creating significant business impact for the End User
- Priority 3 - Service is available, but either reduced functionality or degradation is being experienced by the End User without any significant business impact for the End User

For Priority 1 faults we will resolve the fault within 6 Clock Hours (as defined below) from a validated fault.

Clock Hours are defined as the time between the Start Time and Stop Time, excluding Parked Time, where:

- Start Time means the time a fault has been validated and categorised as a Priority 1 fault
- Stop Time means the time a fault has been resolved
- Parked Time means the time during which the resolution of a fault is outside of providers control

For Priority 2 faults provider will resolve the fault within 1 working day from a validated fault.

For Priority 3 faults provider will resolve the fault within 3 working days from a validated fault.

For Priority 1 faults only, if provider does not resolve a fault on a circuit within the relevant timeframe set out above, then provider will credit the Company with a compensation entitlement in accordance with the following: Each hour or part hour beyond the target fault clearance time: 5% of the monthly rental.

Credits will be applied on a per fault basis and will be capped at 100% of the monthly circuit rental.

8.5.2 The Client understands and accepts that it may be necessary to extend the timescales in the Incident classification matrix above due to the complexity of the Incident or where it is dependent on a third party for resolution of the Incident. In such circumstances, The Service Provider shall use reasonable endeavours to eliminate or reduce the impact of the Incident on the Service by provision of a workaround, with permanent correction to follow.

8.6 Clearance of Incidents

Incidents reported by the client will be cleared in accordance with this Agreement and the Operations Manual and an Incident Report will be considered to have been cleared where either:

8.6.1 it is corrected by an engineer (including the provision of a temporary fix); or

8.6.2 The incident has been investigated and the initial fault diagnostic testing indicates that the Incident is not found and/or is not the fault of The Service Provider's Network; and this has been confirmed to the Client.

8.7 Escalation Process

A Fault escalation process will be provided to the client where an Incident is understood as a clear request for the support of a higher technical or management level in order to clear the Incident. If the Incident is considered to be not progressing in a satisfactory manner or if it is foreseen that the targeted time to repair will not be met, either Party may escalate the Incident in the manner set out in the Operations Manual.

9. Service Availability and Credits

9.1 Overall Service Availability

9.1.1 For Leased Lines, end to end Availability for each Service is guaranteed to be at least: i. 99.85% in respect of Unprotected Circuits; ii. 99.985% in respect of Protected Circuits; and in each 12-month period following the Go Live Date. Where the Availability of the Service falls below the Availability levels above, the Client shall be entitled to Service Credits in accordance with Table 2A and 2B below.

Table 2A

Unprotected Circuit Availability in each 12 month period	Service Credits
99.85% or greater	0% of monthly Rental
Less than 99.85% to 99.75%	50% of monthly Rental
Less than 99.75% to 99.5%	75% of monthly Rental
Less than 99.5%	100% of monthly Rental

Table 2B

Protected Circuit Availability in each 12 month period	Service Credits
99.985% or greater	0% of monthly Rental
Less than 99.985% to 99.855%	50% of monthly Rental
Less than 99.855% to 99.555%	75% of monthly Rental
Less than 99.555%	100% of monthly Rental

9.1.2 For the purposes of this clause 9.1, overall service availability excludes:

(i) repairs completed within the Target Repair Times in clause 9.2.4;

(ii) scheduled Maintenance Events as described in clause 7.3;

(iii) Client-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties subcontracted by JUNO TELECOMS LTD to provide the Service); or

(iv) outages or disruptions attributable in whole or in part to force majeure events within the meaning of clause 14 of the Master Services Agreement.

9.1.3 For the purpose of calculating Availability, "Unavailable Time" means a period when there is a total break in transmission.

9.2 Leased Line Services

9.2.1 JUNO TELECOMS LTD will deliver the Service by midnight on the Target Go Live Date with handover notices made available the following Business Day. If JUNO TELECOMS LTD fails to do this, the Client shall be entitled to Service Credits as set out in Table 3 below:

Table 3

No. of working days beyond Target Go Live Date	Percentage of Installation Charge for the Circuit to be credited to the Client
1-5	2%
6-10	5%
More than 11	10%

9.2.2 In the event that the Ready For Service Date of a Service is delayed by more than sixty (60) days after the Target Go Live Date and it cannot be demonstrated that the delay is caused by circumstances beyond JUNO TELECOMS LTD's reasonable control, then in addition to the compensation set out in Table 3, the Client shall have the right to terminate the relevant Service. The compensation and the right to terminate the relevant Service in the circumstances set out herein shall comprise the Client's sole remedy in respect of such a delay of the Target Go Live Date.

9.2.3 Incidents assigned a Priority Level of High which have been submitted by the Client in accordance with Clause 8.1 above will be cleared within 6 hours of an Incident being assigned a Unique Reference Number.

9.2.4 The Target Repair Time for a Leased Line is 6 hours, except where the Fault is caused by a fibre break in which case the Target Repair Time is 15 hours.

9.2.5 Repair times for non-Service affecting faults will be agreed on a case-by-case basis. No Service Credits shall be payable for failure to repair non-Service affecting faults within the Target Repair Time.

9.3 Limit on compensation

9.3.1 Any Service Credits due to the Client shall be the Client's sole and exclusive remedy with respect to such failures and shall be in lieu of any other remedy which the Client may have at law.

9.3.2 The maximum compensation that the Client can receive for late provision is an amount equal to 20% of the Installation Charge for the Circuit.

9.3.3 The maximum compensation for Unavailable Time the Client can receive in any month is an amount equal to 100% of the Rental due in respect of that Service for the month in which the failure(s) occur and the maximum compensation in aggregate the Client can receive is an amount equal to 35% of the annual rental for the period covered by a 12 month cycle, the first such cycle starting on the Go Live Date.

9.4 How JUNO TELECOMS LTD will pay Service Credits

9.4.1 Any compensation payable under Table 3 above will be offset against the Installation Charges by JUNO TELECOMS LTD on the Client's invoice in respect of the Installation Charges.

9.4.2 Any compensation payable under Table 2A or 2B above will be credited on the Client's invoice for Rental for the following Billing Period unless the Circuit is terminated in which case a specific payment will be made. JUNO TELECOMS LTD may offset all or part of any such amounts against any outstanding amounts due for the Service which has not been paid by the Client, except where these amounts may be disputed.

9.5 Exclusions from service availability and service credits the service levels, service guarantees, and any Service Credits will not apply if:

9.5.1 the failure by JUNO TELECOMS LTD is due to the Client's own network or equipment or any other network or equipment outside the JUNO TELECOMS LTD Network; or

9.5.2 the Client is in breach of any part of this Agreement or JUNO TELECOMS LTD suspends the Service or any part of it in accordance with this Agreement; or

9.5.3 through no fault of its own or because of circumstances beyond its reasonable control, The Service Provider is unable to carry out any necessary work at, or gain access to the Client's Site and/or an End User's Site or the Client fails to agree an appointment date or work is aborted; or

9.5.4 the Client and JUNO TELECOMS LTD agree a different timescale for performance of the Service, but will apply to any new Target Go Live Date agreed, provided that the new date is after any previous Target Go Live Date(s); or

9.5.5 reasonable assistance is required, or information is reasonably requested by JUNO TELECOMS LTD or a Service Provider from the Client, End User or a third party and such assistance or information is not provided: or

9.5.6 through no fault of its own, JUNO TELECOMS LTD is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or

9.5.7 the failure is due to a Force Majeure event; or

9.5.8 the failure is due to a scheduled Service outage; or

9.5.9 the failure is due to an inaccurate Order being submitted by the Client; or

9.5.10 the fault is not reported in accordance with clause 8.1 for Point-to-Point Leased Line Services.

9.6 Network Performance

9.6.1 Packet Loss

JUNO TELECOMS LTD Packet Success Service Level Guarantee

JUNO TELECOMS LTD's packet success goal is based on the successful delivery of packets through the IP network. Unsuccessful packets are deemed to be those dropped due to transmission errors or router overload.

JUNO TELECOMS LTD's packet success Service Level Guarantee ("Guarantee") is successful delivery of packets will meet or exceed 99% between JUNO TELECOMS LTD-designated IP backbone paths for Leased Line Services.

The measurement consists of 50 100-byte pings sent every 15 minutes. A daily average will be calculated using these 96 samples. The daily measurements will be averaged to calculate a monthly average.

Should JUNO TELECOMS LTD fail to meet the Guarantee in two consecutive calendar months, the Client is entitled to a one (1) day prorated credit of the Rental for the second month and an additional one

(1) day prorated credit for any consecutive month in which the Guarantee is not met. To receive the credit the Client must contact JUNO TELECOMS LTD's customer service group within 30 days of the end of the month for which credit is requested. Credits will be paid to the Client in terms of clause 9.4.2.

9.6.2 Latency

JUNO TELECOMS LTD Latency Service Level Guarantee

JUNO TELECOMS LTD's Latency Service Level Guarantee ("Guarantee") is based on an average round-trip transmission between JUNO TELECOMS LTD-designated backbone POPs for JUNO TELECOMS LTD services. Latency shall be measured by JUNO TELECOMS LTD averaging sample measurements taken during a calendar month between such backbone POPs.

Latency of 50ms or less - The measurement consists of 50 100-byte pings sent every 15 minutes. A daily average will be calculated using these 96 samples. The daily measurements will be averaged to calculate a monthly average.

10. Charges Mandated By Service Provider

JUNO TELECOMS LTD reserves the right to pass on to Clients on a cost-plus basis (adding 15%) any charges levied by the Service Provider to which it is exposed as a result of the Client and/or its Users' actions.

11. Equipment

11.1 All Services Equipment remains the property of JUNO TELECOMS LTD at all times.

11.2 The Client agrees to:

11.2.1 prepare the Site and provide a suitable place, conditions, connection points and electricity for JUNO TELECOMS LTD or carrier Equipment at the Site in accordance with JUNO TELECOMS LTD's reasonable instructions, if any; and

11.2.2 obtain all necessary consents, including for example, consents for any necessary alterations to buildings, permission to cross other people's land or permission to put JUNO TELECOMS LTD/carrier Equipment on their property.

11.2.3 The Client is responsible for JUNO TELECOMS LTD equipment and agrees to take reasonable steps to ensure that nobody (other than someone authorised by JUNO TELECOMS LTD) adds to, modifies or in any way interferes with it. The Client will be liable to JUNO TELECOMS LTD for any loss of or damage to JUNO TELECOMS LTD Equipment, except where such loss or damage is due to fair wear and tear or is caused by JUNO TELECOMS LTD, or anyone acting on JUNO TELECOMS LTD's behalf.

12. Connection of Equipment

Any equipment connected to the Service must be:

12.1.1 technically compatible with the Service and not harm the JUNO TELECOMS LTD Network, the Service or JUNO TELECOMS LTD Equipment or another party's network or equipment.

12.1.2 connected and used in line with any relevant instructions or laws; and

12.1.3 connected and used in line with any relevant standards including, in the order of precedence set out below:

(i) any legal requirements imposed upon the parties including requirements arising from General Condition 2 set under section 45 of the Communications Act 2003.

(ii) any relevant specification notified by OFCOM in implementation of the recommendations of the Network Interoperability Consultative Committee;

(iii) any recommendations by the European Telecommunications Standards Institute; and

(iv) any recommendations by the Telecommunications Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee) of the International Telecommunication Union.

12.1.4 The Client agrees to connect equipment to the Service only by using the NTE provided by JUNO TELECOMS LTD with the Service.

12.1.5 JUNO TELECOMS LTD will not be liable for failure to meet any service level or other obligations under this Agreement if any equipment is found to be connected otherwise than in accordance with this clause.

12.1.6 JUNO TELECOMS LTD reserves the right to disconnect any Client equipment if the Client does not fulfil its obligations under this Clause 12 or if in the reasonable opinion of JUNO TELECOMS LTD Client Provided Apparatus is liable to cause the death of, or personal injury to any person.

13. Access and Site Regulations

13.1 The Client agrees to take reasonable steps to provide access to the Client's Site and to ensure that the End User provides JUNO TELECOMS LTD with access to the End User's Site including for the purpose of installation and use of the JUNO TELECOMS LTD Equipment at the Client's Site and/or at the End User's Site.

13.2 JUNO TELECOMS LTD agrees to observe the Client's and the End User's reasonable Site safety and security requirements.

13.3 The Client agrees to provide and agrees to take reasonable steps to ensure that the End User provides a suitable and safe working environment for JUNO TELECOMS LTD at the Client's Site and/or the End User's Site. The Client agrees to indemnify JUNO TELECOMS LTD against all loss, damages, liabilities, costs and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against JUNO TELECOMS LTD if the Client is in breach of this sub-clause. The limitation of liability provisions of this Agreement do not apply to this indemnity.

13.4 It is the responsibility of the Client or End User to carry out any making good or decorator's work required but JUNO TELECOMS LTD accepts responsibility for any property damage caused by JUNO TELECOMS LTD's negligence subject to the limitation of liability provisions of this Agreement.

14. Charges

14.1 The Client shall pay to JUNO TELECOMS LTD the Installation Charges and Rental and any other charges due under this Agreement. Such charges shall be invoiced monthly in advance. The first Billing Period shall commence on the Go Live Date.

14.2 All Charges payable hereunder by the Client shall be payable to JUNO TELECOMS LTD in British Pounds Sterling in immediately available funds no later than 25 days after the date of JUNO TELECOMS LTD's invoice.

14.3 Where any Go Live Date is delayed at the Client's request or by virtue of the Client's act, neglect or failure to fulfil its obligations hereunder, the Rental for the first Billing Period and Installation Charges for that Service shall be payable no later than the Target Go Live Date for that Service unless otherwise agreed in writing between the Parties.

14.4 JUNO TELECOMS LTD shall be entitled to increase Rental and other charges payable by the Client after expiry of the Minimum Period from time to time by giving the Client not less than four (4) weeks' prior written notice.

14.5 The Charges are exclusive of all applicable taxes, including Value Added Tax, sales taxes and duties of levies imposed by any authority, government department, all of which, if any, shall be assumed and paid promptly when due by the Client.

14.6 Without prejudice to JUNO TELECOMS LTD's right to treat non-payment or late payment as a repudiatory breach of this Agreement, in the event of non-payment of any invoice which is not the subject of a bona fide dispute JUNO TELECOMS LTD reserves the right to charge daily interest on any outstanding amounts until payment is received in full at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 as current from time to time whether before or after judgment until the date actual payment is received together with all external costs reasonably and necessarily incurred by JUNO TELECOMS LTD in securing such payment and/or obtaining such judgment, as the case may be.

14.7 All sums due to JUNO TELECOMS LTD under this Agreement shall be payable by the Client in full (without any set-off, deductions or withholding whatsoever) by Direct Debit or bank transfer.

14.8 JUNO TELECOMS LTD reserves the right at any time to require the Client to issue a deposit, irrevocable letter of credit or other form of security acceptable to JUNO TELECOMS LTD if the Client's financial circumstances or payment history is or becomes unacceptable to JUNO TELECOMS LTD.

15. Use of the Service

15.1 The Client shall use the Services strictly in accordance with any reasonable operating instructions issued by JUNO TELECOMS LTD from time to time.

15.2 The Client shall not itself or knowingly permit any User to use the JUNO TELECOMS LTD Network or Services to do any of the following:

15.2.1 publish, post, distribute or disseminate defamatory, infringing, obscene, indecent or other unlawful material or information;

15.2.2 threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others.

15.2.3 engage in illegal or unlawful activities through the JUNO TELECOMS LTD Network.

15.2.4 knowingly make available or upload files that contain software or other material, data or information not owned by or licensed to the Client, the User or Additional User (as appropriate);

15.2.5 knowingly make available or upload files that contain a virus or corrupt data.

15.2.6 falsify the true ownership of software or other material or information contained in a file that the Client, any User or Additional User makes available via the JUNO TELECOMS LTD Network.

15.2.7 "spam" or otherwise deliberately abuse any part of the JUNO TELECOMS LTD Network.

15.2.8 obtain access, through whatever means, to notified restricted areas of JUNO TELECOMS LTD Network.

15.3 If the Client becomes aware that any User or Additional User is using the JUNO TELECOMS LTD Network to perform any of the activities listed in Clause 4.3 it shall enforce the applicable terms in its agreement with its User(s) and shall use all best endeavours to stop such User from doing so. In the event that JUNO TELECOMS LTD becomes aware that a User or any Additional User is performing any of the activities listed in Clause 4.3, JUNO TELECOMS LTD shall bring the breach to the attention of the Client in writing. If JUNO TELECOMS LTD have not received, within one (1) Business Day of dispatch of such a message, a satisfactory response from the Client detailing the actions that have been taken to stop a User or Additional User performing in this way, which actions may include restricting the access of the User or Additional User to the JUNO TELECOMS LTD Network or disconnecting the User or Additional User from the JUNO TELECOMS LTD Network, then JUNO TELECOMS LTD shall have the right to restrict the access of and/or disconnect the User(s) or Additional User(s) in question, and if necessary the entire Service, from the JUNO TELECOMS LTD Network. If JUNO TELECOMS LTD exercises its rights to disconnect a User or Additional, it will notify the Client as soon as reasonably practicable in the circumstances.

15.4 Each Party shall provide the other with all reasonably necessary co-operation, information, and support to prevent and/or stop any misuse of JUNO TELECOMS LTD Network by Users.

16. Intellectual Property Rights

16.1 All Intellectual Property Rights in the Services shall be owned by JUNO TELECOMS LTD or JUNO TELECOMS LTD's related companies save to the extent that any of the same contain Intellectual Property Rights owned by third parties.

16.2 JUNO TELECOMS LTD grants to the Client a non-exclusive, royalty free, licence to use and to sub-licence to the Client's Users JUNO TELECOMS LTD's Intellectual Property Rights in the Services, strictly for the purpose of receiving the Services in accordance with the provisions of this Agreement. JUNO TELECOMS LTD shall indemnify the Client against all losses, damages and costs arising from any claim that the Client's use of the Service (including the use the Client's Users and the Additional Users make of the Service through the Client) infringes any Intellectual Property Rights of any third party provided always that if such a claim is made then:

16.2.1 the Client shall notify JUNO TELECOMS LTD of the existence of that claim as soon as is reasonably practicable in the circumstances;

16.2.2 the Client shall give the JUNO TELECOMS LTD all reasonable assistance at JUNO TELECOMS LTD's own cost in connection with that claim; and

16.2.3 JUNO TELECOMS LTD shall, at its own cost, have sole control of the defence of that claim and all related settlement negotiations.

17. Limitation of Liability

17.1 Nothing in this Agreement shall exclude or restrict either Party's liability for fraud, death or personal injury resulting from that Party's negligence.

17.2 Neither Party shall be liable to the other under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise for:

17.2.1 any loss of business, contracts, profits, anticipated savings, goodwill, or revenue.

17.2.2 any loss or corruption of data; and/or

17.2.3 for any indirect or consequential loss whatsoever incurred by either Party, whether the Party relying on this Clause 17.2 was advised in advance of the possibility of any such loss.

17.3 Except in relation to Clauses 15.3 and 15.4 and the indemnity in Clause 16.2, the total aggregate liability of either Party to the other under or in connection with this Agreement shall not exceed the lesser of one hundred thousand pounds (£100,000) or the Charges due to JUNO TELECOMS LTD in the previous 12 month period for any one event or series of events.

17.4 In relation to Clause 15.3 and 15.4 only, the total aggregate liability of the Client to JUNO TELECOMS LTD shall not exceed five hundred thousand pounds (£500,000) for any one event or series of events.

17.5 The Client shall be liable to JUNO TELECOMS LTD for all liabilities, claims and costs arising directly from the acts and omissions of any third parties (including Users) using the Service through the Client, relating to the Client's use of the Services except where such liabilities, claims and costs arise from JUNO TELECOMS LTD's negligence or breach of this Agreement.

17.6 The Client agrees to indemnify defend and hold harmless JUNO TELECOMS LTD against all liabilities claims, liabilities, losses and costs (including reasonable and properly incurred legal costs) arising directly in connection with the Client's use of the Service by the Client's Users or any third party using the Service through the Client except where such claims arise from JUNO TELECOMS LTD's negligence or breach of this Agreement.

18. Termination

18.1 This Agreement may be terminated without penalty:

18.1.1 by JUNO TELECOMS LTD providing sixty (60) days' notice in writing provided that such notice shall not expire before the end of the Minimum Period; or

18.1.2 by the Client providing sixty (60) days' notice in writing no later than (60) days prior to the expiry of the Minimum Period or any subsequent renewal.

18.2 Notwithstanding the termination of this Agreement the terms of this Agreement shall remain in force in respect of any Order until the expiry of the Minimum Period for the provision of Services in that Order. For the avoidance of doubt, the termination of this Agreement shall not be effective until the Minimum Period for any existing Order has expired, and if the agreement is terminated before the agreed Minimum Period has expired then all monies become due for future rentals up until the end of the term.

18.3 Notwithstanding any other rights under this Agreement, either Party may terminate this Agreement immediately in the event that: -

18.3.1 the other Party holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

18.3.2 if either Party commits a material breach or other persistent breach of this Agreement which in the case of a breach capable of being remedied, is not remedied within thirty (30) days of a written request by the other Party to remedy the same.

18.4 JUNO TELECOMS LTD may immediately terminate or suspend all or any part of this Agreement or the Services if:

18.4.1 OFCOM or PhonepayPlus determine, or JUNO TELECOMS LTD reasonably considers, that use of the Services by the Client or any User or Additional User (i) does not constitute Appropriate Use (ii) is in breach or may be in breach of the Code or any other relevant statutory or regulatory act, regulation, code or similar (iii) is fraudulent or illegal or may be fraudulent or illegal; or

18.4.2 if OFCOM or any other authority of competent jurisdiction revokes the supplier's authorisation as Public Electronic Communications Network under the Act and as a result JUNO TELECOMS LTD can no longer legally comply with its material obligations under this Agreement and the Service Agreements.

19. Consequences of Termination

19.1 Except as provided for in clause 18.2, in the event of the termination of this Agreement for whatever reason the Client shall:

19.1.1 cease to use any of the Services, and

19.1.2 permit JUNO TELECOMS LTD or any nominated representative of JUNO TELECOMS LTD to enter the Sites during any Business Day for the purpose of removing any or all of the Services Equipment.

19.2 where JUNO TELECOMS LTD is entitled to terminate this Agreement as a result of a default by the Client provided for in clause 18.3.1 or 18.3.2 or failure to pay any Charges or other amount due in terms of this Agreement; JUNO TELECOMS LTD shall be entitled to continue to provide the Services to any person or entity making use of the Services or any facility of the Services at the time JUNO TELECOMS LTD's right of termination arises. The Client shall provide any permission or authorisations required enabling JUNO TELECOMS LTD to continue the uninterrupted provision of the Services and JUNO TELECOMS LTD shall be entitled to contract directly with and receive payment directly from such users including any Charges due by the Client to JUNO TELECOMS LTD in terms of this Agreement.

20. Confidentiality

20.1 Neither Party hereto shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("Confidential Information") except as strictly necessary to perform its obligations or exercise its rights hereunder provided that this obligation shall not apply to Confidential Information which:

20.1.1 the receiving Party can prove was already in its possession at the date it was received or obtained; or

20.1.2 the receiving Party obtains from some other person without any breach of confidentiality; or

20.1.3 comes into the public domain otherwise than through the default or negligence of the receiving Party or which is independently developed by or for the receiving Party without use of the other Party's Confidential Information; or

20.1.4 was given to that Party's professional advisers where reasonably necessary for the performance of their professional services; or

20.1.5 the receiving Party is under a mandatory obligation to disclose to a government body, court, agency or regulatory body.

20.2 Each Party shall ensure that its employees, agents and sub-contractors are bound by an undertaking in substantially the same terms as contained in this Clause 20.

20.3 The obligations in this Clause 20 shall continue in force notwithstanding termination of this Agreement for any reason whatsoever.

20.4 The details of this Agreement shall be deemed Confidential Information.

21. Data Protection

Each Party warrants to the other that it has obtained and will keep in force all requisite registrations under the Data Protection Act 1998 (the "DPA") throughout the Term of this Agreement and will comply at all times with the provisions of the DPA and each Party agrees to indemnify defend and hold harmless the other against all claims, liabilities, losses and costs (including reasonable and properly incurred legal costs) arising directly in connection with the breach of this Clause except where such claims, liabilities, losses and costs arise from negligence or breach of this Agreement by the Party seeking to enforce this indemnity.

22. Assignment

22.1 Neither Party may, without the prior written consent of the other (which cannot be unreasonably conditioned, withheld or delayed) assign, transfer, charge or deal in any way with this Agreement or any of its rights under it, or purport to do any of these things, nor sub-contract any or all of its obligations under this Agreement.

22.2 The Client acknowledges that JUNO TELECOMS LTD may utilise facilities provided by a third party or Service Provider for all or part of the Services and clause 22.1 shall not apply in such circumstances.

23. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

24. Waiver

Failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

25. Third Parties

A person who is not a Party to this Agreement has no rights under this Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

26. Dispute Escalation Procedure

26.1 Any disputes, controversies or claims arising out of this Agreement entered into under its terms shall first be referred to the Parties' respective Representatives. The Representatives will review the nature of the dispute together within thirty (30) days of the dispute arising and if they cannot reach agreement on the dispute within such thirty (30) day period, the matter shall be referred to the Chief Executive Officer or Managing Director of that part of the relevant Party's business which is responsible for performing the obligations of that Party under this Agreement. If the Chief Executive Officers or Managing Directors are themselves unable to resolve the matter within 30 days of the first request so to do the Parties shall be free to pursue the matter in accordance with Clause 26.2.

26.2 If a Dispute arises and is not resolved in accordance with Clause 26 the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (ADR notice)

to the other Party to the dispute requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.

26.3 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings or referring the Dispute to OFCOM in accordance with any right (if any) either Party may have to request a determination or other steps for its resolution.

27. Entire Agreement

The Schedules, any Order and any other documents expressed by this Agreement to be incorporated therein constitute the entire understanding between the Parties relating to the subject matter thereof and supersede all prior writings, negotiations or understandings with respect thereto.

28. Governing Law and Jurisdiction

28.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of England.

28.2 The Parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Dated January 7th, 2019