

1. Definitions

Capitalised terms used in these terms and conditions shall have the following meanings:

“**Anniversary Date**” means any anniversary of the Commencement Date;

“**Anticipated Call Spend**” means the Customer's anticipated average call spend for using the relevant Service during each month of the term of the Customer Agreement, as specified in the Customer Agreement, and calculated using the Anticipated Monthly Minutes;

“**Anticipated Monthly Minutes**” means the Customer's anticipated average number of inbound call minutes using the Inbound Voice Services during each month of the Customer Agreement, as specified in the Customer Agreement;

“**Call Charges**” means those of the Charges which relate to calls received by an NGN supplied by Solar or one of its Suppliers, as specified in the Customer Agreement;

“**Carrier**” means the telecommunications network operator who is to provide to the Customer, on Solar's behalf, a physical telephone line and/or access to a telecommunications network;

“**Charges**” as defined in the MSA Terms;

“**Commencement Date**” as defined in the MSA Terms;

“**Connection**” means the date when Solar or its Supplier connects the NGN to the Customer's telecommunications equipment;

“**Customer Agreement**” means the agreement between Solar and the Customer pursuant to which Solar agrees, subject to the terms set out in the Customer Agreement, to provide the Equipment and/or Services

“**Effective Date**” as defined in the MSA Terms;

“**Equipment**” as defined in the MSA Terms;

“**Inbound Voice Services**” means the provision to the Customer of an NGN to allow the routing of calls or any other service provided by Solar by means of a Supplier's network and the provision of a Connection;

“**Liability**” as defined in the MSA Terms;

“**Minimum Monthly Call Charges**” means (i) the average of the six highest months' Call Charges incurred by the Customer under the Customer Agreement; or (ii) (if the Customer has incurred less than six months' Call Charges), the highest months Call Charges incurred by the Customer under the Customer Agreement; or (iii) (if no Call Charges have been incurred) the highest month of Anticipated Call Spend;

“**Minimum Term**” as defined in the MSA Terms;

“**MSA Terms**” means Solar's Master Services Agreement terms and conditions which are attached or referred to in the Customer Agreement;

“**NGN**” means a telephone number for which the digit structure has no geographic significance for routing calls;

“**Premium Rate Regulator**” means Phonepayplus or any successor body which regulates the use of NGNs;

“**Revenue Share Agreement**” means an agreement (if any) between the parties which is set out in the Customer Agreement, pursuant to which Solar agrees to share with the Customer revenue received by Solar in respect of calls to an NGN;

“**Revenue Share Threshold**” means (unless otherwise stated on the Customer Agreement or agreed in writing by Solar) one thousand (1000) minutes of calls, which must be received in any given calendar month by the NGNs in order for revenue share payments to be made by Solar to the Customer under a Revenue Share Agreement;

“**Services**” as defined in the MSA Terms including the Inbound Voice Services;

“**Service Terms**” as defined in the MSA Terms, which includes these Inbound Voice Services Terms and Conditions;

“**Supplier**” as defined in the MSA Terms; and

“**Total Minutes**” means the aggregate number of minutes received by the NGNs during the hours specified in the Revenue Share Agreement or if no hours are specified, at any time.

References to “clauses” are to clauses of these terms and conditions (and not clauses of the MSA Terms), unless otherwise stated.

2. Service Terms

2.1 These Inbound Voice Services Terms and Conditions shall apply to and be incorporated into the Customer Agreement where Solar is providing Inbound Voice Services to the Customer pursuant to the Customer Agreement.

3. Transfer of NGNs

3.1 The Customer authorises Solar to procure the transfer to Solar of any NGN and related services to form part of the Inbound Voice Services, from any Previous Service Provider.

4. Use of the Services

4.1 In addition to the Customer's obligations pursuant to the Customer Agreement (including the MSA Terms and all Service Terms), the Customer agrees that during the Minimum Term and any Renewal Term, the Customer will use the Inbound Service for the routing of all inbound telephony calls to NGNs that are specified in the Customer Agreement.

4.2 The Customer shall not route calls to a mobile or international (except international outbound) telephone number, to an NGN that is not specified in the Customer Agreement, to any telephone exchange line that is not on the fixed public switched telephone network or to a premium rate service, other than as specified in the Customer Agreement. If the Customer breaches this clause 4.2 then, without prejudice to any other rights and remedies that Solar may have, Solar shall be entitled to charge the Customer £7.50 per minute for each call in respect of which the Customer is in breach.

4.3 The Customer acknowledges that an NGN supplied by Solar or its Supplier does not belong to, and shall not become the property of, the Customer and shall remain the property of Solar or the Supplier.

4.4 The Customer shall not register or apply for registration of an NGN supplied by Solar or its Supplier as a trade or service mark or similar, whether on its own or in conjunction with any other word, number or trading style.

4.5 As the Supplier is entitled at its sole discretion at any time to withdraw or change any NGN supplied by it, Solar shall be entitled at any time to withdraw or change any such NGN supplied by the Supplier to the Customer upon giving the Customer reasonable prior notice.

4.6 Solar reserves the right to withdraw, or make additional rental charges for, any NGN supplied pursuant to the Customer Agreement on thirty (30) days' notice if that NGN is not used within two (2) months from Connection.

4.7 The Customer is responsible for ensuring that all NGNs listed in the Customer Agreement are correct and are required by the Customer.

5. Revenue share

5.1 If the parties agree a Revenue Share Agreement, subject to the remainder of this clause 5, Solar shall make revenue share payments due to the Customer pursuant to the Revenue Share Agreement by BACS transfer within sixty (60) business days of the end of the calendar month in respect of which the revenue share payment is due.

5.2 Subject to the remainder of this clause 5, commencing on the beginning of the first whole calendar month following agreement of the Revenue Share Agreement until the last whole calendar month during the term of the Revenue Share Agreement, if the Revenue Share Threshold in a month is achieved or exceeded by the NGNs supplied by or on behalf of Solar, then Solar will calculate the revenue share payment by multiplying the Total Minutes for that calendar month by the relevant pence-per-minute revenue share payment as set out in the Revenue Share Agreement. Following calculation of the revenue share payment due to the Customer (if any) in accordance with the Revenue Share Agreement and this clause 5, Solar shall provide a summary of such calculation to the Customer.

5.3 If any Supplier fails to pay Solar the sums due to it in relation to call minutes that are routed over the Supplier's network then such call minutes shall be excluded from the calculation of the revenue share payment until such time as Solar receives payment from the Supplier for such minutes, in which Solar

shall pay the Customer the sums due in relation to those minutes with the next revenue share payment due to the Customer.

5.4 Solar reserves the right to:

5.4.1 reduce the pence-per-minute revenue share rate and/or terminate the Revenue Share Agreement if any Supplier reduces the amount it pays Solar for call minutes that are routed over that Supplier's network;

5.4.2 reduce the pence-per-minute revenue share rate, and/or terminate the Revenue Share Agreement if required or advised to do so as a result of a change of regulatory (including Ofcom) and for this to be backdated to the date the change takes effect. If the backdating means that Solar has overpaid the Customer any revenue share payment, then Solar may either set off the overpayment against its next revenue share payment (if any) or invoice the Customer for the overpayment; and

5.4.3 cease payment to the Customer under a Revenue Share Agreement upon thirty (30) days' notice, or immediately upon notice if there is a material deterioration in Solar's reasonable opinion in the Customer's financial standing.

5.5 Payments by Solar under a Revenue Share Agreement are subject to the Customer complying with Solar's self-billing procedure from time to time.

5.6 If the Customer disputes Solar's calculation of the revenue share payment due to it in respect of any calendar month, Customer must notify Solar of the same within thirty (30) days of the date Solar pays the Customer the disputed amount.

6. Anticipated Monthly Forecast and Anticipated Monthly Spend

6.1 If requested, the Customer must promptly provide Solar with an accurate forecast of the Customer's Monthly Minutes (including number of calls), including a daily profile for any specified period of the Customer Agreement. The Anticipated Monthly Minutes and Anticipated Monthly Spend for the period covered by the forecast shall be updated accordingly.

6.2 The Customer must give Solar seven (7) days' prior notice of any proposed campaign which is expected in "busy-hour" (as defined below) to generate inbound calls using the Inbound Voice Services which is seventy-five per cent (75%) or more higher than the Anticipated Monthly Forecast. For the purposes of this clause, "busy-hour" means the hour of the day in which the highest number of telephone calls is received by the Customer using the Inbound Voice Services.

6.3 The Customer must notify Solar if at any time the Customer expects that it will receive more than five hundred (500) call attempts in any fifteen (15) minute period via the Inbound Voice Services.

6.4 Subject to the provisions of the MSA Terms, Solar shall have no Liability to the Customer in respect of any breach of the Customer Agreement which is caused in whole or part by the Customer's failure to comply with this clause 6.

7. Charges

7.1 Charges for the Inbound Voice Services shall, at the Effective Date, be as set out in the Customer Agreement and payable in accordance with the MSA Terms.

7.2 Those Charges relating to the provision of the Connection shall be invoiced in advance on the Effective Date and shall not be refundable to the Customer if the Customer Agreement is terminated or varied for any reason.

7.3 Those Charges comprising line rental relating to the Inbound Voice Services shall be invoiced monthly in advance. The first monthly charge shall be invoiced pro-rata for the period commencing on the Commencement Date and ending on the last day of that calendar month.

7.4 Call Charges, and any other charges due in relation to the Inbound Voice Services which are not specified in this clause 7, shall be invoiced one (1) month in arrears.

8. Varying NGNs

8.1 If the parties agree to exclude an NGN which was to be supplied by or on behalf of Solar from the Inbound Voice Services prior to Connection, the Customer shall reimburse Solar in full and on demand for any circuit cancellation charges levied on Solar by a Supplier in respect of that NGN and the Customer shall pay to Solar an administration fee of £50 per NGN excluded from the Inbound Voice Services, which shall be payable within fourteen (14) days of such cancellation.

9. Termination and Consequences of early termination

9.1 Either party may terminate the Customer Agreement in respect of the Inbound Voice Services in accordance with the MSA Terms and/or these Inbound Voice Services terms and conditions.

9.2 If the Customer is required to pay an Early Termination Fee pursuant to the MSA Terms, the Early Termination Fee in respect of the Call Charges due for the remainder of the Minimum Term or Renewal Term (as appropriate) in respect of those Charges comprising:

9.2.1 Call Charges, which shall be calculated using the Minimum Monthly Call Charges;

9.2.2 in respect of any Revenue Share Agreement, the Customer shall pay Solar 3 pence per minute for the average number of minutes used per month multiplied by the number of months remaining in the Minimum Term or Renewal Term. The average number of minutes used shall be calculated using either (i) the 6 highest months of use; or (ii) if the Customer has billed less than 6 months, the highest single billed month shall be deemed to be the average; or (iii) if the Customer has a Revenue Share Agreement but has not received any revenue share then the average number of minutes shall be the Anticipated Monthly Minutes.

9.3 The Customer shall reimburse Solar in full and on demand for any termination charge imposed on Solar by the Carrier.

10. Premium Rate Regulator

10.1 The Customer shall comply with all applicable rules, regulations, codes of practice and/or directions issued by the Premium Rate Regulator and shall promptly provide to Solar any information or documentation required to allow Solar to comply with the same.

10.2 Solar may without Liability or obligation to the Customer and with or without notice:

10.2.1 suspend or terminate access to the Inbound Voice Services or any part of them;

10.2.2 withhold and/or pay over to the Premium Rate Regulator any payment due to the Customer under any Revenue Share Agreement;

10.2.3 pass to the Premium Rate Regulator any information related to the Customer or its use of the Inbound Voice Services irrespective of any duty of confidentiality to the Customer; and/or

10.2.4 take any other action; in each case if requested to do so by the Premium Rate Regulator.