

1. Definitions

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

- "**Effective Date**" as defined in the MSA Terms;
- "**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;
- "**BT**" means British Telecommunications plc, company number 01800000 and all companies within its group of companies;
- "**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;
- "**Commencement Date**" as defined in the MSA Terms;
- "**Customer**" means the company, partnership, organisation or individual procuring Equipment and/or Services from Solar, as specified in the Customer Agreement;
- "**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;
- "**Fee**" as defined in the MSA Terms;
- "**Indirect Access**" means a method that allows the Carrier to identify call traffic as being routed by Solar, normally obtained by means of carrier pre-selection, auto dialler equipment or identifying call traffic on a least cost routing basis;
- "**Minimum Monthly Call Charges**" means the average of the six highest months' call charges incurred by the Customer under the Customer Agreement. If the Customer has incurred less than six months' worth of call charges, the Minimum Monthly Call Charges shall be highest month's call charges incurred by the Customer under the Customer Agreement. If no call charges have been incurred by the Customer, the Minimum Monthly Call Charges shall be the highest month of Anticipated Call Spend;
- "**Minimum Monthly Line Rental**" means the higher of, the value specified in the Customer Agreement for line rental or the average of the six highest months' line rental charges incurred by the Customer under the Customer Agreement (or if the Customer has incurred less than six months' line rental fees, the highest month's line rental fees incurred by the Customer under the Customer Agreement);
- "**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;
- "**Previous Service Provider**" as defined in the MSA Terms;
- "**Renewal Term**" as defined in the MSA Terms;
- "**Outbound Services**" means the provision of a voice telecommunications service via a telephone number which enables the Customer to make calls to local, national, international, mobile and/or non- geographic telephone numbers by means of Indirect Access or SIP, a line rental service for a telephone number and/or any other service provided by Solar by means of the Carrier's network;
- "**Service Terms**" as defined in the MSA Terms which includes these Outbound Voice Services Terms and Conditions;
- "**SIP**" means session initiation protocol, used for controlling telecommunications sessions over internet protocol;
- "**Supplier**" as defined in the MSA Terms.

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 Outbound Voice Services Terms and Conditions shall apply to and be incorporated into the Customer Agreement if Solar is providing Outbound Services to the Customer pursuant to the Customer Agreement.

3. Use of the Outbound Services

- 3.1 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 Outbound Service exclusively for the routing of all outbound telephony calls whether these be routed over PSTN, ISDN, SIP or utilising a new technology.

- 3.2 The provisions of clause 3.1 shall not apply where Solar is unable to commence the provision of the Outbound Services due to any delay or failure in the transfer to Solar of any telephone number, provided that such delay or failure is not caused in whole or part by the Customer or any of its personnel.

Line rental

- 3.3 The Customer agrees to the Previous Service Provider disclosing to Solar any information relating to the transfer or removal of equipment and/or services that relate to any line in respect of which Solar is to provide the Outbound Services prior to or during the connection or transfer to Solar.

- 3.4 The Customer agrees to Solar charging the Customer a Fee, as specified in the Customer Agreement, for any relevant services and/or equipment transferred to Solar from the Previous Service Provider.

- 3.5 The Customer shall ensure that the telephone numbers specified in the Customer Agreement may be transferred to Solar from the Previous Service Provider and authorises their transfer to Solar. If Solar is unable to provide all or any part of the Outbound Services as a result of the Customer's failure to terminate its contract with the Previous Service Provider then, without prejudice to Solar's other rights and remedies, the Customer shall repay to Solar immediately on demand any volume-based discount, subsidy and/or other benefit given to the Customer up to that date, in which case the Charges shall be adjusted accordingly on notice to the Customer.

Indirect Access

- 3.6 The Customer shall permit Solar and its personnel access to the Site to program routing (as specified in the Customer Agreement) in the Customer's telephone system to allow access to the Carrier's network.

- 3.7 The Customer shall be responsible for ensuring that the Customer Equipment (including any maintenance of the same) is not negatively affected in any way as a result of requesting and/or receiving the Outbound Services.

- 3.8 If the Customer supplies Solar with incorrect information that results in the rejection of the Customer's order for the Outbound Services (in whole or in part) by the Carrier, then the Customer shall reimburse to Solar any rejection charges imposed on Solar by the Carrier (not to exceed five pounds sterling (£5) per telephone number) or such other limit as Solar reasonably specifies from time to time.

4. Charges

- 4.1 Line rental for the Outbound Services shall be invoiced one (1) month in advance, all other charges relating to the Outbound Services shall be invoiced one (1) month in arrears. Such invoices shall be payable in accordance with the MSA Terms.

- 4.2 Solar reserves the right to charge the Customer for any costs incurred, and for any necessary equipment used by Solar, to rectify a fault which is not a fault with the Outbound Services and/or where the fault is not caused by Solar or a Supplier.

- 4.3 Customer acknowledges and agrees that it must comply with any limits or allowances specified by a Supplier in connection with the Customer's use of the Outbound Services. Should any limit be exceeded by the Customer, Solar shall charge the Customer a for any usage of the Outbound Services which exceeds such limits or allowances.

5. Limitation of the Services

- 5.1.1 Due to the nature of the Outbound Services Solar cannot guarantee that the Customer's outbound call traffic will always be conveyed via the Carrier, nor that the Customer will not be charged by another carrier for the conveyance of any outbound call. Customer acknowledges and agrees that it will be

responsible for all charges levied by the Carrier and/or any other carrier in relation to the Customer's use of the Outbound Services.

- 5.2 The Customer acknowledges that, subject to clause 5.1, the Outbound Services are made available via the Carrier. The Customer acknowledges and agrees that it will be responsible for all charges and costs levied by the Carrier and/or any other carrier in relation to the use of the Outbound Services by the Customer, anyone acting on its behalf and/or any third party.

6. Suspension of Services

- 6.1 If BT (where relevant) or the Carrier suspends or terminates carrier pre-selection for the Outbound Services, Solar shall notify the Customer as soon as is reasonably possible after becoming aware of it and shall endeavour to reinstate the carrier pre-selection for the Outbound Services but otherwise shall have no Liability in respect of such suspension or termination.

7. Termination

- 7.1 If the parties agree to exclude a telephone number from the Outbound Services prior to connection to the Carrier's network, the Customer shall reimburse to Solar any circuit cancellation charges levied on Solar by the Carrier for that telephone number and the Customer shall pay to Solar an administration fee of £50 per telephone number (or such other amount as Solar reasonably specifies from time to time) within fourteen (14) days of such cancellation.
- 7.2 Either party may terminate the Customer Agreement in relation to the Outbound Voice Services in accordance with these Outbound Voice Services terms and conditions and/or the MSA Terms.
- 7.3 Solar may terminate the Customer Agreement in relation to the Outbound Services where BT or the Carrier rejects an order to provide such Outbound Services to the Customer after the survey of the Site(s) has been completed, and to invoice the Customer for all costs levied on Solar by the Carrier which relate to that order.
- 7.4 Without prejudice to any of Solar's rights and remedies, if the Customer ceases to use the Carrier for the Outbound Services at any time during the Minimum Term or any Renewal Term, the Customer shall remain liable for the cost of any calls made via its equipment or premises (including made fraudulently by third parties).
- 7.5 Solar may suspend or withdraw the SIP "Presentation CLI" Service with immediate effect without liability to the Customer where:
- 7.5.1 following the configuration change relating to the IP "Presentation CLI" Service, the Customer fails to make at least one test call using the SIP "Presentation CLI" Service within twenty (20) working days of the date of such change;
- 7.5.2 the Customer reverses the configuration change;
- 7.5.3 the presentation number related to the Outbound Voice Services is being misused in any way; and/or
- 7.5.4 the presentation number is connected to a revenue sharing number that generates excessive or unexpected call charges.

8. Consequences of termination and minimum spend

- 8.1 If the Outbound Service is disconnected, or the Customer Agreement is terminated, prior to expiry of the Minimum Term or any Renewal Term, the Customer shall pay to Solar an Early Termination Fee in accordance with the MSA Terms which shall be calculated as follows:
- 8.1.1 in respect of line rental, the Minimum Monthly Line Rental; and
- 8.1.2 in respect of call and other non-periodic charges, the Minimum Monthly Call Charges, together with any early termination charge imposed on Solar by the Carrier.