

Subscription Services Agreement

This Subscription Services Agreement is made between Natterbox Ltd (Company No: 6968249) whose registered office is situated at No.1 Croydon, 12-16 Addiscombe Road, Croydon, CR0 0XT, UK, and Client. Natterbox and Client are each a “Party” and collectively, the “Parties”. Natterbox and Client hereby agree:

1. DEFINITIONS

1.1 In the Agreement, the following words shall have the following meanings: “Administration Portal” means, the online management portal for management of the Natterbox Hardware and Network Services.

“Administration Portal” means, the online management portal for management of the Hardware and Network Services;

“Affiliate(s)” means in relation to a Party any entity that controls, is controlled by or is under common control with that Party;

“Agreement” means this Subscription Services Agreement, which consists of, and incorporates by reference, the Client Sales Order and any amendments thereto;

“Authorised Use” means the use of the Services by Users for the purpose of meeting a business need;

“Business Day” means

“Billing Schedule” means

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“Client” is defined in

“Client Data” means

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“Derived Data” means data

the Client. This includes but is not limited to billing data, debug data, consolidated call logs, call meta-data, call analytics and data insights;

“Documentation” means the written, electronic, or online user manuals, content and help materials related to the Services that describe how to use the features and functions of the Services, as may be updated by Natterbox from time to time;

“Emergency Planning Measures” mean urgent measures taken by Natterbox to mitigate impediments to the Services;

“Enhancement” means a modification, enhancement, adaptation, improvement, change, or customisation of or to the System and or the applicable Services that Natterbox may agree to make following a request from Client or which Natterbox may make generally available from time to time in its discretion;

“Fees” mean those fees, charges and expenses specified in the Client Sales Order or otherwise referred to in this Agreement and which are payable by Client in accordance with Clause 5 of this Agreement;

“Foreign Network” means a network in a country outside of the Territory;

“Foreign Number” means a number provided in a country outside of the Territory;

“GDPR” means EU Regulation 2016/679 and/or, to the extent in force, the UK GDPR as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as the context requires;

“GSM Gateway” means connectivity to the Global System for mobile communications;

“Hardware” means the equipment identified in the Client Sales Order and purchased by Client from Natterbox, installed at the Installation Address, and directly connected to the Natterbox System;

Note This is a copy of the click-through website ssa that was on Natterbox.com until June 2024.

It has been replaced by the new 2024 version now on Doc360.

The comments in section 4 and 5 were part of the discussion and verification that all the same clauses were present in the new version.

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“IP” means Internet Protocol;

“Initial Term” is defined in Clause 10.1;

“Installation” means the provision of access to the Hardware, and Services, and undertaken by Natterbox or a Partner. For the avoidance of doubt, Natterbox is not responsible for any third-party equipment such as CAT5/6 cabling;

“Installation Address” means the mutually agreed (a) address for Hardware installation or, (b) any other premises in which the Hardware is installed (including in each case any pipes, wires, cables, conduits, or other conducting media serving the Installation Address) and which Client warrants as a continuing warranty may be accessed by Natterbox or a Partner for purposes of carrying out or completing the Installation, maintenance, or removal of the Hardware at any time without breaching or infringing the rights of any third party;

“Intellectual Property Rights” mean copyrights; database rights; design rights; rights in Marks; rights in patents, patents and inventions (whether or not patentable or reduced to practice); Confidential Information; methods by which Services are performed and the processes that comprise the Services (in the case of Natterbox); moral rights, if any apply; and all registrations or applications to register any of the foregoing; rights to sue for passing off; and all rights in the nature of or having a similar effect to any of the foregoing, in any jurisdiction;

“IP Data Lines” means network circuits procured by Client in order for packet-based data communications to be transmitted and received;

“Marks” mean a Party’s registered and common-law trademarks, trade names, service marks, logos, and domain names;

“Natterbox Derived Data” is information produced and provided by Natterbox as part of the Service that is not information directly supplied or provided by the Client. This data may consist of consolidated call logs, derived call meta-data, call analytics, data insights etc.

“Natterbox Licensors” means any third parties which may have licensed software or other intellectual property to Natterbox and such software or intellectual property is included as part of the Services;

“Natterbox Services” means all mobile, VoIP, PSTN and CRM integration services described in the Documentation and includes any and all Enhancements;

“Network Services” means all network access services delivered to Client by Natterbox including all inbound and outbound call traffic from PSTN, Dedicated IP Interconnects, mobile or other services provided or arranged by Natterbox including termination of the PSTN or Natterbox data centres, and includes any and all Enhancements;

“Partners” are sales and installation partners for Natterbox;

“Payment Card Industry Data Security Standard” means Payment Card Industry Data Security Standard defined on <https://www.pcisecuritystandards.org/> by the PCI SSC;

“PCI Card Payment Services” means the card payment services described in the Documentation, as those services may be modified, enhanced, adapted or improved from time to time.

“PCI SSC” means Payment Card Industry Security Standards Council;

“Professional Services” means those services (such as business analysis, project management, training, and installation) provided by Natterbox to configure and deploy the Services in accordance with Client’s specifications or any Enhancements requested by the Client, as described and agreed to in a Client Sales Order and, where required by Natterbox, a statement of work;

“PATS” means publicly available telephone services;

“PSTN” means a public switched telephone network;

“Renewal Term” is defined in Clause 10.1;

“Robocall” means an unsolicited automated call delivering a recorded selling message instead of connecting with a live person;

“Router” means a device that forwards data packets to the appropriate parts of a Client’s network;

“Services” means the services identified in a Client Sales Order and/or a statement of work and any other services provided by Natterbox from time to time under this Agreement;

“Service Access Date” means Service Start Date;

“Service Start Date” means when the Services are first provisioned and available for Natterbox and/or Client representatives to begin configuration and/or use. The Service Access Date is agreed in advance with Client and detailed in the Client Sales Order;

“SIM Boxes” (also called a SIM Bank) is a device used as part of a VoIP gateway installation. It contains a number of SIM Cards, which are linked to the gateway but housed and stored separately from it. A SIM box can have SIM cards of different mobile operators installed, permitting it to operate with several GSM Gateways located in different places;

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“**SIM Cards**” mean subscriber identity module or subscriber identification module (SIM) as an integrated circuit chip that is intended to securely store the international mobile subscriber identity (IMSI) number and its related key, which are used to identify and authenticate subscribers on mobile telephony devices (such as mobile phones and computers);

“**Site**” means Client’s office location that has its own dedicated IT infrastructure to support general voice and data business interactions;

“**SMS**” means Short Message Service (SMS) text messaging service component of phone, Web, or mobile communication systems using standardised communications protocols to allow fixed line or mobile phone devices to exchange short text messages;

“**Support Services**” means the support and maintenance services provided by Natterbox in relation to the Hardware and Natterbox Services by Natterbox or a Partner set out in Appendix A and includes the provision of all applicable Enhancements;

“**System**” means Natterbox’s system for providing the Natterbox Services, and includes any and all Enhancements;

“**Telecommunications Rules**” means the regulations, codes of practice, licences, guidance and other requirements of any relevant government or governmental agency, including, but not limited to the Telecommunications Act 1997, the Telecommunications Act 1984, the Communications Alliance, the Telecommunications Consumer Protections (TCP) Code Effective Date and the Communications Act 2003;

“**Telecommunications Service Provider**” means communications service provider that provides telephone and similar services, including incumbent local exchange carriers, competitive local exchange carriers, and mobile wireless communication companies;

“**Term of this Agreement**” is defined in Clause 10.1;

“**Territory**” means the country or countries in which the Services are provided;

“**User**” means an individual who is authorised by Client to use the Services, for whom Client has purchased a subscription (or in the case of any Services provided by Natterbox without charge, for whom the Services have been provisioned), and to whom Client (or, when applicable, Natterbox at Client’s request) have supplied a user identification and password (for Services utilising authentication). Users may include, for example, Client’s employees, consultants, contractors and agents, and third parties with which Client may transact business;

“**Underlying Service Provider’s Network**” means wholesale network services supplied to Natterbox operated by Telecommunications Service Providers and communications services providers;

“**Variable Charges**” means charges for calls, data, SMS, and storage not covered in the Client Sales Order;

“**VoIP**” means Voice over IP protocols;

“**WiFi Hotspot**” means a physical location where people may obtain Internet access, via a wireless local area network, using a Router connected to an Internet service provider;

“**Working Hours**” means the hours of 9 a.m. to 5:30 p.m. local time on Business Days in the Territory; and

“**Workaround**” means any of the following: (i) resolution of the issue through the normal support process; (ii) a temporary by-pass of the issue; (iii) a statement that the issue will be considered for correction in a future upgrade; (iv) a statement that more information is required prior to resolution; (v) a short term fix within the Natterbox platform, with a minimal impact or change to any user experience or working practice.

1.2. The following terms used in this Agreement shall have the meanings given to them in the GDPR, “**Data Controller**”, “**Data Subject**”, “**Data Processor**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**” (and “**Process**”, “**Processes**” and “**Processed**” shall be construed accordingly) and “**Supervisory Authority**”.

1.3. References to Clauses are to clauses of this Agreement.

1.4. Where any Party to this Agreement comprises more than one person at any time then obligations of that Party hereunder shall be joint and several obligations.

2. RIGHTS AND RESPONSIBILITIES

2.1 Grant of Rights. Subject to the other provisions of the Agreement, Natterbox grants Client a right to access the System and use the Services in the Territory in accordance with the Agreement and for Client’s internal business operations only. Rights granted hereunder will be for the Term of the Agreement and subject to the termination provisions of the Agreement.

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2.2 Responsibilities. Client shall limit access to the System and use of the Services to Users and for Authorised Use only, shall ensure that all Users access and use the System and Services in accordance with this Agreement and shall be responsible and liable for all use and misuse of the System and Services by Users. Client shall use the System in accordance with all applicable local and international telecommunication and other regulations. Client is responsible for computer servers, workstations, routers, modems and other related communications equipment used by Client to access the System and Services. Client accepts responsibility for and acknowledges that Client will exercise independent judgement in its use of the System and Services and shall be solely responsible for such independent judgement. Client may not translate, disclose, or create any derivative work products from the System and Services for any purposes, including for distribution to another entity.

2.3. Restrictions. Except to the extent the Agreement expressly provides otherwise, Client shall not, and shall not permit any User or other person to:

- a) sell, resell, lease, licence, sublicense, rent, distribute, disclose or encumber the System and Services;
- b) decompile, disassemble, reverse engineer or otherwise attempt to decrypt, discover or use the source code for the Natterbox Services;
- c) make unauthorised copies of Natterbox Services; and
- d) access the System or use the Services:
 - i) for any improper, immoral, illegal or unlawful purpose;
 - ii) to modify any Service, or the structure or schema of any database used by any of the foregoing, except to the extent that applicable law grants Client a right to do so and the right cannot be waived by contract; and
 - iii) to remove, modify, or obscure any proprietary rights notices contained on or in the Hardware, or Services
 - iv) to store, send, reproduce or receive a communication which is, or is intended to be, a hoax call to emergency services, or which is defamatory, offensive, abusive, indecent, obscene or menacing;
 - v) to violate or infringe any rights of, or to cause annoyance, inconvenience or anxiety to, or to interfere with or damage, any other person;
 - vi) to make mass automated robocalls;
 - vii) if Client is a direct competitor of Natterbox, except with Natterbox's prior written consent; and
 - viii) to monitor the System and Services availability, performance or functionality, or for any other benchmarking or competitive purposes.

2.4. GSM Gateway. Client shall not connect or continue connection by or on behalf of itself or any User of any GSM Gateway(s) to the System without Natterbox's prior written consent, which may be withheld at Natterbox's sole discretion. This restriction also applies to SIM Boxes or similar set-ups. Client shall indemnify Natterbox against any charges or penalties incurred by it as a consequence of Client's unauthorised use of any GSM Gateway(s), SIM Boxes or similar.

2.5. Acknowledgements. Client acknowledges and agrees that:

- a) the System and Services are owned and/or controlled by Natterbox and Client has no right to receive a copy of the object code, source code or content used to provide any Services;
- b) Client's purchasing decisions are based on current, not future, functionality of the Services and Hardware;
- c) Natterbox will update the Services from time to time, which means that some changes will occur automatically while others may require Client to schedule and implement the changes;
- d) the System and the Services may be protected by licence keys, authentication procedures or other security mechanisms designed to protect them from unauthorised access or use;
- e) SIM Cards shall remain the property of Natterbox at all times and Client shall be entitled to use the SIM Cards (including any software they contain) provided for use with the Natterbox Service(s) only;
- f) it authorises Client's IP Data Lines to be connected to another Telecommunications Service Provider;

- g) it agrees to pay all call charges levied by such Telecommunications Service Provider with whom Client has a contractual arrangement and to adhere to all terms and conditions applicable to those call charges;
- h) the execution of the Agreement by Client does not and will not infringe the rights of any third party;
- i) there is no further act, matter, or anything outstanding on the part of Client that would or might impede, or preclude the Installation taking place at any time after the Effective Date including, without prejudice to the generality of the foregoing, any outstanding issues relating to any third party consent required by Client to access the System and use the Services from the Installation Address or otherwise relating to the suitability, design, construction, use, or enjoyment of the Installation Address for the purposes of using the Services from the Installation Address;
- j) Natterbox is unable to guarantee CLI (Caller ID) presentation on all PSTN networks;
- k) Client will abide by local regulations for CLI presentation, and will not convey CLIs that they do not have the authority to use;
- l) it may not be possible to port in certain phone numbers to Natterbox and/ or port in or out certain phones numbers to/from Natterbox;
- m) fees shall be incurred for porting numbers in and out of Natterbox. These shall be payable by Client;
- n) numbers are provisioned via third party suppliers. Whilst Natterbox endeavors to provide accurate information about the availability of numbers, occasionally they may not be available, whereupon Natterbox shall refund any activation charges for those numbers;
- o) if number usage contravenes local regulations, numbers may be cancelled by Natterbox's number providers;
- p) whilst Natterbox endeavors to provide accurate pricing information, the porting and provisioning of certain number types in certain regions may incur additional costs from number providers. The reasons shall be communicated to Client and if approval is provided to proceed, these additional costs shall be payable by the Client;
- q) Client will provide Natterbox with all necessary identity and security information required by number providers when provisioning numbers and porting numbers in and out of the Natterbox Service. Client understands that failure to provide this information accurately or in a timely manner may result in the number or port being refused or cancelled. In this instance, Natterbox's one off administrative and activation fees shall still be payable;
- r) once a number provisioning or porting process has been initiated with Natterbox's number providers:
 - (i) any cancellations by Client to these numbers shall still incur Natterbox's one off administrative and activation fees at Natterbox standard Professional Services rate; and (ii) Natterbox reserves the right to charge additional administrative fees for changes by Client;
- s) Client agrees to promptly inform Natterbox in writing of any change of address/contact information for the purposes of updating relevant telecommunications authorities;
- t) Natterbox Services have been designed as a self-serve system intended to be self-managed by Client. For the avoidance of doubt Natterbox is not a managed service; and
- u) Natterbox shall have no obligation to assist or otherwise cooperate with (including allowing and facilitating connection to applicable Natterbox systems) any third party service provider selected by Client and which Client wishes to use in connection with its use and/or receipt of the Natterbox Services, including any third party telephone number provider or carrier for outbound calls, ("**Client Service Provider**"). However, following a request from Client, Natterbox may, in its sole discretion, agree to provide such assistance or co-operation to Client and/or the Client Service Provider as and on such terms as it may in its sole discretion determine. Notwithstanding the foregoing, Client acknowledges and agrees that in no event shall Natterbox have any obligation or liability under or in connection with this Agreement for or in connection with any such Client Service Provider and/or the services such Client Service Provider provides, including in respect of any delay in or failure to provide the Services, any errors in the Services or for any other breach by Natterbox of its obligations under this Agreement or its negligence, in each case to the extent caused by any acts or omissions of any Client Service Provider or by the services the Client Service Provider provides.

2.6. Emergency Services.

- a) In the event of a power cut or failure affecting the Natterbox Service, Client may not be able to make calls including calls to emergency services.
- b) Client may use the Natterbox Services to contact the emergency services provided Client is in a country which gives access to PATS. Where Client uses Natterbox's:
 - i) fixed line services, Client must not rely on the Natterbox Services to provide access to calls to the emergency services and should ensure that it has alternative means to access emergency services numbers; and

ii) mobile services, Client may contact the emergency services provided Client is in range of a base station forming part of the Underlying Service Provider's Network. If Client is not within range of one of such base stations, or if such base station is not transmitting for any reason, the Hardware may try to use another mobile network to connect Client's call to the emergency services.

c) Client shall:

i) in relation to fixed line services, provide Natterbox with complete and accurate Client Site address information and give Natterbox at least thirty (30) days' notice of any change to such Client Site address information. Client acknowledges that any failure to provide the information required may render emergency services unable to identify Users location;

and

ii) ensure that Users provide their location details in the event that they make an emergency services call using the Services.

2.7. Trademark Licence. Client may use Natterbox's primary corporate Mark (as identified by Natterbox to Client) on its website to identify Natterbox as a solution provider and Natterbox may use Client's primary corporate Mark (as identified by Client to Natterbox) on its website and in its marketing materials to identify Client as a customer. Each Party's use of the other's Marks shall be subject to any commercially reasonable usage guidelines provided by the owner of the Marks and to any pre-use review requested by the owner of the Marks. This licence to use the other Party's Marks may be withdrawn at any time by notice in writing from the Party that owns the Marks, and following receipt of any such notice, the Party using the relevant mark shall cease all use as soon as possible, and in any event within five (5) days.

3. SERVICES

3.1. The Agreement sets forth the terms and conditions under which Natterbox shall provide the Services and, if applicable, Hardware and undertake the activities specified in this Clause 3. Natterbox shall be under no obligation to provide any Services until both Parties have agreed and signed a Client Sales Order and/or statement of work for the relevant Services, however in the event that Natterbox agrees to provide any Services pending such Client Sales Order or statement of work being agreed and signed, those Services shall be provided subject to the terms of this Agreement.

3.2. Natterbox and Client agree that Natterbox shall, as applicable, provide or provide access to the System and the Services to Client in consideration of which Client shall pay the Fees.

3.3. Operations. Natterbox makes available certain information regarding the operation of the System and Services at <https://status.natterbox.com>. Natterbox will post release notes for any changes that it makes to the System or Natterbox Services onto its Administration Portal and service update page at <https://docs.natterbox.com/docs/release-notes>. If any such changes are likely to cause a material detriment to Client, then Clause 3.15 shall apply.

3.4. Professional Services. Unless agreed otherwise in any Client Sales Order, Natterbox shall provide and Client shall pay for a minimum of two (2) chargeable days (for these purposes, a day comprises 8 hours) of Professional Services to Client when a new Natterbox Service is setup. Where the Client directly engages Natterbox to provide Professional Services, as evidenced by a Client Services Order between Natterbox and the Client, the Client agrees that unless expressly stated otherwise on the Client Services Order and statement of work, that the Professional Services shall be provided on a time and materials basis, in accordance with prevailing day rate charges, as set out on the Order and:

a) Client agrees to nominate a ("Project Manager") who will be responsible for scheduling the Client's resources, agreeing a project schedule and confirming specific dates on which Natterbox can deliver the Professional Services;

b) Client agrees to perform in a timely and professional manner any and all obligations that are required for the provision of the Professional Services including but not limited to: access to Client premises, computer systems and /or data as is necessary or requested by Natterbox; affording Natterbox reasonable and appropriate working conditions and facilities, promptly and within agreed timescales furnishing the

information requested of Client, for example where User IDs must be provided for configuration into the Natterbox Services or in relation to any other aspect of the Professional Services and to ensure its agents, contractors and employees co-operate with Natterbox;

c) Client agrees that once dates for Professional Services have been agreed by Client, Client may reschedule the days at no charge up to 10 full Business Days ahead of the agreed dates. If Client wishes to reschedule the agreed dates between 5 – 9 full Business Days from the agreed dates, Natterbox retains the right to charge 50% of the Professional Services fee agreed. If Client wishes to reschedule agreed dates less than 5 full Business Days from the agreed dates, Natterbox retains the right to charge 100% of the Professional Services fee agreed. In the event Client reschedules the agreed dates and Natterbox can utilise the Professional Services days for another customer, Natterbox may, in its discretion, agree to waive or reduce the fees referred to in this Clause;

d) where Client engages a third party other than Natterbox to provide professional services in connection with the implementation of the Services or elects to undertake such work themselves, Client is solely responsible for the selection of the relevant third party and Natterbox, for the avoidance of doubt, shall have no liability or responsibility for the work undertaken by the Client or any third party selected by the Client, or for any delays, issues or claims arising as a consequence of or such work, including in relation to the operation of the Services;

e) Natterbox reserves the right to install to Client's production Salesforce system as part of the installation project, and Client shall ensure that it has obtained all necessary permissions or approvals required in order for Natterbox to undertake such installation;

f) any installation or configuration to a Salesforce Sandbox (including any refreshes) may result in additional Professional Services fees. Natterbox reserves the right to charge for any such additional Professional Services prior to undertaking any work where Client requests Sandbox installation or configuration and it was not in scope of the agreed Professional Services; and

g) should Client have installation, or on-going issues with the Natterbox Services which are found to be directly associated with Client's network configuration and which Client engages Natterbox to investigate and/or resolve, then reserves the right to charge additional Professional Services fees at the Natterbox standard day rate for any such work that Natterbox agrees to undertake.

3.5. Support Services. Natterbox shall provide the Support Services (either remotely or by physical intervention at Natterbox's option) during Working Hours. Unless and to the extent caused by Natterbox's negligence, Natterbox shall not be obliged to perform any Support Services which are required due to Client's or a third party's (including any Client Service Provider) unauthorised act, omission, default, negligence or breach of contract, or any matter outside the reasonable control of Natterbox (including without limitation, any failure to adhere to manufacturer's instructions or guidelines, electrical surges or failures in the public telecommunication system, damage to the Hardware caused by vibration, unauthorised finishing, painting, relocation, or removal of the Hardware). However, if Natterbox agrees to provide any Support Services in the above circumstances, Natterbox shall provide Client with a timeline and Fee quote for such Support Services. Only upon Client's written acceptance of such a quote will Natterbox commence the Support Services.

3.6. Hardware. Client agrees to purchase all Hardware. Natterbox shall use reasonable endeavours to deliver the Hardware to Client on or about any dates agreed with Client for delivery. Risk in the Hardware will pass to Client on delivery by Natterbox and title to the Hardware will pass to Client upon payment of the relevant Fees in full. Until title to the Hardware has passed to Client, Client shall maintain the Hardware in good condition and keep it insured against all risks for its full price from the date of delivery.

3.7. Foreign Networks. Natterbox shall use reasonable endeavors to provide Client access to Foreign Networks and Foreign Numbers; however, Natterbox shall not be responsible for the performance of Foreign Networks or Foreign Number providers or any part of the Foreign Network not controlled by Natterbox. Foreign Networks may be limited in quality and coverage and access and service availability depends on the arrangements between the Foreign Network or Foreign Number provider and its operators



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3.8. Subscriptions. Unless otherwise provided in the applicable Client Sales Order, the:

- a) access to the Natterbox Services is purchased as a User subscription;
- b) User subscriptions may be added during the Term of the Agreement; and
- c) any added User subscriptions will terminate on the date the Initial Term expires in the corresponding Client Sales Order.

3.9. User Limits. Access to the Natterbox Services is subject to the user limits, specified in the Client Sales Order (the “User Limit”). If Client exceeds the User Limit, Natterbox may suspend or reduce Client’s usage so that it conforms to the User Limit. Notwithstanding Natterbox’s efforts, if Client does not abide by the User Limit, Client will execute a Client Sales Order for the additional Users within five (5) Business Days of the date of written notice from Natterbox and/or pay any invoice for excess usage in accordance with Clause 5. Unless otherwise specified in the Agreement:

- a) the User Limit in the Client Sales Order refers to Users, and the System may not be accessed or used by more than that number of Users;
- b) a User’s password may not be shared with any other person or entity; and
- c) a User’s identification may only be reassigned to a different individual replacing one who will no longer access the Natterbox Services.

3.10. Call Limits. Natterbox may set a limit on the amount of charges a Client may incur during each calendar month, a maximum number of active connections, a bar on SIM Card(s) being used on Foreign Networks, and for making international calls or premium rate calls (“**Call Limit**”). Client may exceed the Call Limit; however, Client shall be required to pay all charges immediately. Natterbox reserves the right to refuse to provide Hardware or access and/or use of the Natterbox Services if, in Natterbox’s reasonable opinion, it may cause Client to exceed Call Limit or if the Call Limit is already exceeded. If Client purchased an Unlimited Call Plan from Natterbox, such plan is subject to Natterbox’s Fair Use Policy found at <https://docs.natterbox.com/docs/fair-usage-policy>.

3.11. PCI Card Payment Services. Where PCI Card Payment Services are purchased:

- a) PCI Card Payment Services are currently sub-contracted by Natterbox to a third party service provider, which service provider Natterbox will ensure is certified by a qualified Security Assessor (and Approved Scanning Vendor (as applicable)) as being compliant with the Payment Card Industry Data Security Standard;
- b) Client acknowledges and agrees that Client is responsible for (i) satisfying itself that any third party service provider to which Natterbox subcontracts the PCI Card Payment Services is compliant with the Payment Card Industry Data Security Standard; and (ii) its own compliance with the Payment Card Industry Data Security Standard and that the PCI Card Payment Services form part only of Client’s overall compliance program.
- c) in relation to activities within the scope of the PCI SSC, all payment card data handled by Client (or on their behalf) outside of the PCI Card Payment Services is the responsibility of Client;
- d) those PCI Payment Card Services shall be provided subject to the terms of this Agreement, and such supplemental terms as Natterbox may notify to Client.
- e) Natterbox shall have no liability in connection with the PCI Card Payment Services where that liability arises from any requirement, design or specification supplied by Client in relation to the PCI Card Payment Services.

3.12. Suspension. Without prejudice to Natterbox’s other rights and remedies hereunder, Natterbox may at its discretion suspend Client’s access to the Natterbox Services immediately:

- a) in the event of any breach (or suspected breach) of the terms of the Agreement by Client, including exceeding the Usage Limit or Natterbox’s Fair Use Policy;
- b) if required to do so by the government, an emergency service organisation, or any other competent body or authority;
- c) for repairs, maintenance, or improvement to the Natterbox Services to which Client has been made aware;

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- d) if Natterbox has good reason to suspect fraudulent activity or misuse of the Natterbox Services;
- e) during any technical failure of any Underlying Service Provider's Network;
- f) in order to carry out critical maintenance or testing of the Underlying Service Provider's Network or of the Natterbox Services;
- g) when it is necessary to safeguard the security and integrity of the Underlying Service Provider's Network and the Natterbox Services; or
- h) due to Emergency Planning Measures.

Natterbox shall endeavour to keep all such suspensions to a minimum and shall give Client prior notice of such suspensions to nominated administrative contacts where reasonably practicable to the extent that, where applicable, the Underlying Service Provider provides such notice and subject to the Underlying Service Provider's suspensions length.

3.13. Client Indemnification. Subject to Clauses 3.14 and 3.15, Natterbox shall indemnify Client against any damages that may be awarded under any final judgment by a court of competent jurisdiction or agreed in final settlement approved by Natterbox in respect of any claim or action brought against Client, on the basis that its access to the Natterbox Service (*excluding any PCI Card Payment Services and any other element of the Natterbox Services provided by any third party*) in accordance with and subject to the terms of this Agreement infringes the IPR of any third party, provided that Client complies with Clause 3.15 below. If a claim is made that access to the Service is, or in the reasonable opinion of Natterbox may become, an infringement of the IPR of any third party, Natterbox may at its option:

- a) replace the relevant infringing part with a comparable non-infringing software product or document (as applicable); or
- b) procure for Client the right to continue using the relevant infringing part.

If neither option is reasonably available within 90 (ninety) days of Natterbox becoming aware of such claim, Natterbox may terminate this Agreement by 90 (ninety) days' notice to Client and without liability.

3.14. Natterbox Indemnification. Client shall indemnify Natterbox against any damages (including costs/claims) that may be awarded under any final judgement by a court of competent jurisdiction or agreed by Client in final settlement in respect of any claim or action brought against Natterbox provided that such claim is caused by or contributed to by Natterbox having followed a design, specification, instruction, modification or enhancement given, furnished or requested by Client, provided that Natterbox complies with Section 3.15. Clauses 3.13 and 3.14 states the entire liability of Natterbox and Client's sole remedy with respect to any third party IPR infringement claim.

3.15. Indemnities. If either Party becomes aware of a matter giving rise, or likely to give rise, to a claim against it in relation to which it is entitled to be indemnified by the other Party under this Agreement, it shall, at its own cost and expense:

- a) notify the other Party of the claim as soon as practicable and consult with the other Party with respect to the claim;
- b) provide such assistance as the other Party may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the claim or enforce the other Party's rights in relation to the matter, and, if the other Party requests, allow the other Party the exclusive conduct of any related proceedings; and
- c) not admit liability in respect of or settle the claim without first obtaining the other Party's written consent, such consent not to be unreasonably withheld or delayed.

3.16. Changes.

- a) If Natterbox makes any changes to the Natterbox Services or this Agreement which is likely to cause Client a material detriment:
 - i) Natterbox shall give Client at least thirty (30) days' prior written notice, unless Natterbox can't reasonably do that (for example, if the change is for a regulatory reason, in which case Natterbox will give Client as much notice as possible); and
 - ii) Client shall have the right to terminate this Agreement by giving Natterbox thirty (30) days' notice within thirty (30) days' of Natterbox's notice of the change.

b) For the purposes of this Clause 3.16, the Parties agree that:

- i) a change to comply with applicable law or regulation;
- ii) an increase in the Fees (as a percentage) equal to or less than any increase in the retail prices index (also calculated as a percentage) or any other statistical measure of inflation published by any government body authorised to publish measures of inflation from time to time, in the twelve (12) month period before any increase; and
- iii) **an increase to Client's overall monthly invoice of up to ten percent (10%) (including any annual increase under Clause 3.16(b)(ii)); and**
- iv) an increase in Fees in line with any third party provider increase, shall not constitute a material detriment to Client.

4. WARRANTY

4.1. During the Term of this Agreement:

- a) each Party warrants that it has the right, power and authority to enter into this Agreement and perform it in accordance with its terms; and
- b) Natterbox warrants to Client that the Natterbox Services, Professional Services, and Support Services shall be performed (i) with reasonable care, (ii) by persons with appropriate training and experience, and (iii) in conformance in all material respects with the Documentation. In the event that a Natterbox Service, Professional Service, or Support Service fails to conform to this warranty, Client's exclusive remedy and Natterbox's entire liability shall be that Natterbox shall exercise commercially reasonable efforts at its expense to (i) modify the Natterbox Service to materially conform to the functionality set forth in the Documentation or (ii) re-perform the Professional Service or Support Service in compliance with this warranty. This warranty does not apply to Trial Service or other items or services performed at no charge or on an evaluation basis.

4.4. DISCLAIMER. CLAUSE 4.2 SETS FORTH NATTERBOX'S ONLY EXPRESS WARRANTIES. THESE EXPRESS WARRANTIES ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND OF NON-INFRINGEMENT. NATTERBOX SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING UNDER STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NATTERBOX DOES NOT WARRANT THAT NATTERBOX SERVICES WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS.

5. FEES AND TAXES

5.1. Fees. Client shall pay all Fees. Except as stated herein or in relation to any third-party fees, the Fees are fixed for the Initial Term. Thereafter, subject to Clause 3.16, Natterbox reserves the right to modify the Fees upon thirty (30) days prior written notice to Client and, subject to Clause 3.16, Natterbox also reserves the right to adjust pricing at any time to reflect any changes in telecommunication rates and countries in which the cost of providing the Services is not commercially reasonable for Natterbox. Except as otherwise specified herein or in a Client Sales Order:

- a) the Fees are based on Natterbox Services and Hardware purchased in each Client Sales Order and not actual usage;
- b) the Fees will be invoiced as per Clause 5.2;
- c) payment obligations are non-cancellable, and the Fees paid are non-refundable;
- d) the User Limit cannot be decreased during the Term of the Agreement
- e) Dedicated IP Interconnect services may not be transferred between Client's Sites; and
- f) should Client fail to make payment for orders against terms of this SSA then Natterbox reserves the right to rescind any special-order terms or discounts that may have been applied.

5.2. Invoicing.

a) Billing Schedule

- i) **The following one-off charges will be invoiced (the "Initial Invoice") in advance and payable as per Agreement upon signing a Client Sales Order:**

Subscription Services Agreement



Hardware

Professional Services fees

Project management fees

Activation fees

Fixed cost porting fees

ii) The following recurring charges are invoiced in advance and payable as per Agreement upon the Service Access Date:

Recurring fees for numbers and call packages

Recurring fees for cloud telephony services and licences

Recurring fees for recording and service options

iii) The following VARIABLE charges are invoiced and payable as per Agreement each month:

Variable call and SMS charges

Variable cost porting fees

Professional Services time and materials fees

Natterbox is not obligated to provide any Services or Hardware until Natterbox has received full payment of the Initial Invoice. The Service Access Date is agreed in advance by both parties and detailed on each Client Sales Order.

b) Timing. Natterbox will invoice Client from the first day of each billing period as stated in the Client Sales Order for the Services that are to be provided during that period. However, for Variable Charges, and any other Fees, Client will be billed each month in arrears.

c) Payment. Client shall pay all undisputed invoiced amounts to Natterbox via electronic bank transfer to the Natterbox bank account stated on the Natterbox invoice. All payments shall be made within 14 days (or other period as outlined on a Client Sales Order) of the date of the invoice. If Client fails to submit payment to Natterbox within such period, Client shall be responsible for paying, in addition to the undisputed invoice amount, a late fee at the rate of 5% above the base rate of HSBC Bank PLC, or the maximum rate permitted by applicable law if less, for each month or any portion thereof, such payment is late. Failure to make payment within ninety (90) days may result in Client's account being turned over to a collection agency and Client's account being listed with Natterbox's credit reporting agency. Client shall be responsible for all charges associated with collections on Client's account.

d) Invoice Dispute. No later than one week prior to the payment due date, Client may dispute an invoice by notifying Natterbox in writing (to finance@natterbox.com) of the disputed amount and the reason for the dispute in reasonable detail. If Client fails to provide such notice, then Client shall have waived any right to dispute the payment obligation. Disputed invoices shall be resolved pursuant to Clause 14.

e) Suspension. Natterbox shall be entitled to suspend or terminate the Services during any period in which undisputed amounts are past due, without incurring any liability to Client.

f) Billing Contact. Client shall provide Natterbox with a billing contact name, e-mail address, business mailing address, and contact phone number for receipt of invoices and correspondence related to payment. Client shall notify Natterbox in writing of any updates or changes to billing contact information no later than five (5) Business Days from the date of the change.

5.3. Deposit. Natterbox may ask Client for a deposit: (i) when SIM Cards are connected; (ii) to enable international calls / roaming; or (iii) additional Natterbox Service(s), Network Service(s) or Hardware is requested.

5.4. Taxes. All fees are stated exclusive of taxes. Natterbox may charge Client for, and Client shall pay, all taxes, assessments, charges, duties or levies imposed by any taxing authority relating to the Agreement or the delivery of the Services. Applicable taxes include sales, goods and

services, use, lease, excise, consumption, stamp duty, value added, and gross receipts taxes. Client is not required to pay or reimburse Natterbox for any of Natterbox' employment taxes or any taxes imposed on or measured by Natterbox' net or gross income or property ownership. If Client is exempt from any taxes, Client shall provide Natterbox appropriate exemption documentation prior to the Effective Date of the Agreement.

6. CLIENT OBLIGATIONS

6.1. Client shall:

- a) At all times, to ensure that the System and Services are accessed and used only in accordance with, as applicable, the (i) Agreement, the Documentation, and any other written instructions Natterbox provides to Client from time to time; and (ii) the Telecommunication Rules;
- b) keep the Hardware in good repair and shall not alter the Hardware, nor do anything that is likely to damage or adversely affect its performance, nor remove or deface any words or signs on it, nor permit anyone else to do so, including, but not limited to, interfering with the security of the Hardware or the Hardware configuration;
- c) not connect nor permit the connection of the Hardware into any equipment which is not compliant with applicable health, safety, and telecommunications, or other applicable legislation for the time being in force (and, without limitation, Natterbox reserves the right to suspend withdraw or refuse to supply the Natterbox Services in the event that Natterbox in its reasonable discretion deems such Hardware non-compliant);
- d) allow Natterbox and its Partners to inspect, test, modify, change, add to, replace or remove any such Hardware on reasonable notice;
- e) carry out all Client responsibilities set out in this Agreement in a timely and efficient manner and provide Natterbox and its Partners with all reasonable assistance, co-operation, access (to personnel, its Site, Installation Address, facilities and network) and complete and accurate information required with regard to the supply, management and facilitation of the Services;
- f) take all appropriate measures to avoid introducing into the Services any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
- g) take reasonable measures to monitor and prevent User fraud, including but not limited to, subscription fraud, SIM Card fraud, fraud associated with the use of the Services, hacking, or usage on lost or stolen devices, as well as fraud occurring in connection with Client's agents, employees, or representatives, such as employee-related theft;
- h) will be liable for all fraudulent use of the Services (for example, calls to over-priced numbers), independently from the fact of being aware of such fraudulent use or not;
- i) adopt immediate measures to stop any fraudulent use and promptly notify Natterbox of eventual anomaly and difference of tariffs;
- j) provide Natterbox with a Purchase order ("PO") ahead of Natterbox's right to invoice where a PO is required by Client. Invoices shall reference the PO. Should Client not provide a PO (whether because a PO is not required or by omission), Natterbox will assume that no PO is required, and any invoice raised by Natterbox will be valid and payable by Client;
- k) on or before the Service Access Date make available system access and dependant configurations, apps, services and resources as and when agreed so as not to hinder or unduly delay agreed rollout, implementation or billing timescales and to the best of Client's ability assist with and facilitate required installation and configuration activities;
- l) nominate named authorised Client representative(s) to submit and manage technical support and finance requests on behalf of Client. For security and data protection Natterbox will provide support only to Client's nominated representative(s);
- m) ensure Client's representative(s) attend user and administration training provided by Natterbox. The user and administrator training are provided as part of the Professional Services deployment. Client's representative(s) may attend any scheduled group technical training provided by Natterbox from time to time;
- n) ensure that both Client and Client representative(s) will submit support requests in accordance with Natterbox's support website at <https://success.natterbox.com>. In addition, Client and Client's representative shall provide Natterbox personnel with additional information and assistance on request including but not limited to relevant phone numbers, call logs, time stamps and any other information in Client's possession or to follow reasonable instructions required by Natterbox support to resolve the support ticket. Client acknowledges that refusal by its representative or any other Client personnel to provide aforementioned assistance or if the assistance or information requested is deemed to

have been provided in an incomplete or hindering manner Natterbox support will document Client's refusal accordingly and will close the ticket and categorise as Client did not respond;

- o)** inform Natterbox immediately if a nominated representative becomes unavailable to submit and manage support requests whereupon Client will agree to nominate a new or alternative representative;
- p)** undertake not by itself or its agents, servants or otherwise to carry out any repairs or adapt make additions to (modifications) or attachments to or otherwise alter any installation of hardware or software supplied by Natterbox in connection with the Service; and
- q)** be entirely responsible for ensuring that any commercial off-the-shelf software and other software that may be required for the use of the Services and acquired by Client, is used by Client in accordance with the applicable licence terms.

6.2. Telecommunications Service Providers. Providing Natterbox gives Client prior notice, Client authorises Natterbox to act on Client's behalf in essential dealings any Telecommunications Service Provider in connection with any matter that enables Natterbox to provide or to continue to provide Client with the Natterbox Service (including without limitation, giving all nominations notices and authorisations to any Telecommunications Service Provider to facilitate the Natterbox Services via that Telecommunications Service Provider).

7. DATA

7.1. If not defined in Clause 1, capitalised expressions used in this Clause shall have the meanings given to them in the Data Processing Addendum.

7.2. Each Party shall:

- a)** Process Relevant Personal Data in accordance with all Data Protection Laws; and
- b)** comply with the Data Processing Addendum when Processing Personal Data including sharing Personal Data with the other Party for the purposes of this Agreement.

7.3. Client shall:

- a)** ensure that all Client Personal Data that it shares with Natterbox is lawful, accurate and up-to-date;
- b)** if it discovers an error in any Client Personal Data that has been shared with Natterbox, without undue delay, notify Natterbox to enable Natterbox to update its records; and
- c)** only share Client Personal Data with Natterbox that is relevant and limited to what is necessary for the purposes of this Agreement.

7.4. Client warrants that it has:

- a)** the right to transfer Client Personal Data to Natterbox;
- b)** either: (i) obtained all necessary consents; or (ii) secured another lawful basis, in accordance with Data Protection Laws, to share such Client Personal Data with Natterbox; and
- c)** informed the relevant data subjects as required by Data Protection Laws

7.5. To the extent that Natterbox Processes Client Personal Data and call recordings, the Parties agree that Natterbox shall be considered a Data Processor and Client shall be considered a Data Controller. Where Natterbox generates, processes and stores Derived Data for billing purposes, usage statistics, call analytics, data insights and to meet its data retention and other obligations as a telecommunications operator, Natterbox will act as the data controller of this personal data.

7.6. Nothing in this Agreement or the Data Processing Addendum shall prevent Natterbox from processing data collected in an aggregated and anonymised basis or in any form that does not enable the identification of the User.

7.7. Where Client uses PCI Card Payment Services made available by Natterbox and provided by a third party service provider;

(a) the warranties set in Clause 7.4 shall be repeated by Client in favour of the third party service provider in respect of any transfer of Personal Data from Client to the third party service provider and any Processing of such Personal Data by the third party provider (and for such purpose any reference to “Natterbox” in Clause 7.4 shall be replaced by a reference to “**the third party service provider**”); and

(b) Client acknowledges that in relation to the performance of the PCI Card Payment Services, Client is the Data Controller and the third party service provider is the Data Processor of any Personal Data.

(c) Client shall indemnify Natterbox and the third party service provider against all claims and demands which may be made against Natterbox or the third party service provider as a result of any breach of this Clause 7 or any unlawful or improper use of Personal Data by Client; and

(d) Client related data (including Personal Data) collected by the third party service provider (*Customer Payment Portal*) from Client shall be owned by Client and Client acknowledges and agrees that the third party service provider (*Customer Payment Portal*) shall have and maintain access to Client related data (including Personal Data) and shall be entitled to use such data solely for purposes related to or in connection with the PCI Card Payment Services.

8. INTELLECTUAL PROPERTY OWNERSHIP

8.1. All Intellectual Property Rights in or to the Services, the Documentation and all Enhancements belong to Natterbox or its licensors. Except as specified in the Agreement, Client does not acquire any rights, express or implied, in the System and Services. Access and use of the System and Services, is on a user subscription basis, not sold, notwithstanding any use of “purchase,” “sale,” or similar terms.

9. CONFIDENTIALITY

9.1. **Confidential Information.** The term “Confidential Information” means the business or technical information disclosed by a Party (the “Discloser”) to the other Party (the “Recipient”) that is identified as being confidential at the time of disclosure or disclosed under circumstances that would lead a reasonable person to believe such information is confidential. The terms of the Agreement and any user identification and password that affects Client’s access to or use of the Services are also considered Confidential Information. Excluded from the definition of Confidential Information is information that: (i) is or becomes generally known or available to the public (unless due to a breach of the Agreement by Recipient); (ii) was known by Recipient without restriction as to use or disclosure before receipt of the information from Discloser; (iii) is acquired by Recipient from a third party who has the right to disclose it without restriction as to use or disclosure; or (iv) is independently developed by Recipient without using any Confidential Information of Discloser or violating Discloser’s intellectual property rights.

9.2. **Use and Disclosure.** Each Party acknowledges that during the term of the Agreement, Recipient may have access to the other Party’s Confidential Information. The Recipient agrees that such Confidential Information is proprietary to the Discloser and shall remain the sole property of the Discloser. Except as expressly permitted by this Clause 9, Recipient shall (i) not disclose or use Discloser’s Confidential Information; (ii) use the same level of care to prevent unauthorised disclosure or use of Discloser’s Confidential Information as Recipient uses with its own similar information, but no less than a commercially-reasonable level of care; (iii) use Confidential Information only for the purposes described in the Agreement; (iv) immediately notify Discloser upon discovery of any loss or unauthorised disclosure of the Discloser’s Confidential Information; and (v) to return or destroy all Confidential Information upon termination of the Agreement pursuant to Clause 9.3 below. Notwithstanding the foregoing, the Recipient shall be allowed to disclose Confidential Information of the Discloser to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body. These non-disclosure and non-use obligations survive for a period of 5 years following the return or destruction of the Confidential Information.

9.3. **Return or Destruction of Confidential Information.** Upon termination or expiration of the Agreement, Recipient shall:

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- a) return to the Discloser or destroy all documents and materials (including computer media) or such parts thereof as contain or reflect any Confidential Information, together with any copies which are in the Recipient's possession or control or are in the possession or control of any of its Users, provided that such information is in a form which is capable of delivery or destruction; and
- b) permanently erase all Confidential Information from any computer, word processor, mobile telecommunications device, USB, SD card or SD device, or similar device into which it was programmed by or on behalf of that Party or by or on behalf of its Users.

Natterbox may retain: (i) one copy of the Confidential Information for the purposes of and for so long as required by any law, court or regulatory agency or authority or its internal compliance procedures; and (ii) electronic files containing Confidential Information created pursuant to automatic archiving and back-up procedures. If requested by Discloser, Recipient shall certify that it has met its obligations under this Clause 9.3.

9.4. Third-Party Access. To the extent required by the terms of the Agreement, Client consents to Natterbox's providing Natterbox Licensors access to Client's Confidential Information for the limited purpose of providing the Services.

10. TERM AND TERMINATION

10.1. Term. The Agreement shall begin on the Effective Date and continue for the period of time stated in the Client Sales Order (the "Initial Term") and shall then automatically renew for successive terms equal to the initial term (each a "Renewal Term", and collectively, the "Term of the Agreement"), unless a Party provides the other Party notice of non-renewal at least ninety (90) contract days (or thirty (30) days if the Term of the Agreement or Renewal Term is less than 6 months in duration) prior to the end of the Initial Term or any Renewal Term to cease Natterbox Service at a date the next or subsequent Renewal Term starts. Notice on non-renewal must be emailed to accounts@natterbox.com. At each "Renewal Term" Natterbox reserves the right to apply a CPI increase for the current installed product.

10.2. Termination Rights. Either Party may terminate this Agreement:

- a) upon thirty (30) days' written notice of a material breach to the other Party if such breach remains uncured at the expiration of such period;
- or
- b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors;

10.3. Natterbox Termination Rights. Natterbox may terminate this Agreement immediately on giving written notice to Client in the event that:

- a) Natterbox reasonably believes Client has provided false or misleading information to Natterbox; or
- b) Natterbox is prevented by law from installing or providing the Natterbox Services; or
- c) Client is in breach of any restriction in Clause 2.3.

10.4. Effect of Termination. Upon termination or expiry of the Agreement, (i) Natterbox will have the right immediately to cease the provision of the Services; and (ii) Client shall, at Natterbox's option, promptly return to Natterbox using an insured carrier and at Client's expense, or make available for collection by Natterbox from its premises (and shall store such Hardware safely and securely inside its premises pending collection), all Hardware in its possession in respect of which title has not passed to Client pursuant to Clause 3.7, and termination shall be without prejudice to the accrued rights of the Parties to the date of termination. If Natterbox terminates the Agreement pursuant to Clause 10.2 or Clause 10.3(a) or Clause 9.3(b), Client will pay any Fees payable under Clauses 5.2(a)(ii) and 5.2(a)(iii) for the remainder of the Term of the Agreement.

10.5. Handling of Client Data Upon Termination. Client agrees that following termination of the Agreement or Client's account and/or use of the Service, Natterbox may immediately deactivate Client's account. Following a period of ninety (90) days, Natterbox may delete Client's account from Natterbox's "live" site. During this ninety (90) day period and upon Client's written request, Natterbox will grant Client limited access to the Service for seven (7) days for the sole purpose of permitting Client to retrieve Client Data, provided that Client has paid in full all good faith undisputed amounts owed to Natterbox. Client further agrees that Natterbox shall not be liable to Client nor to any third party for any termination

of Client access to the Service or deletion of Client Data, provided that Natterbox is in compliance with the terms of this Clause 10.5 and the Data Processing Addendum.

11. TRIAL VERSIONS

11.1. Natterbox may make the Services available to Client on a trial basis (“**Trial Service**”). If Client is using the Trial Service, Client is granted a limited right to access and use Services for evaluation purposes during the trial period (“**Trial Licence**”) designated in the Client Sales Order (or, if no period is designated, for a maximum of seven (7) days from the Effective Date), together with any extension that Natterbox may agree in writing (the “**Trial Period**”). Client’s use of the Services is governed by the Agreement as modified by this Clause 11. In addition, the following specific provisions apply:

- a) Functionality.** Trial Service may be limited in functionality and may incorporate only specific products and services, all as determined by Natterbox in its sole discretion.
- b) No Warranty.** NOTWITHSTANDING Clause 4, DURING THE TRIAL PERIOD, THE NATTERBOX SERVICES ARE PROVIDED “AS-IS” AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- c) No Obligation.** Natterbox does not guarantee that it will continue to make available the Trial Service under the Agreement or at all.
- d) End of Trial Period.** At the end of the Trial Period the Agreement shall terminate automatically.
- e) Liability.** Natterbox’s liability under Clause 11.1(b) is limited to £500.
- f) Variable Charges.** During the Trial Period Client agrees to pay for all Variable Charges incurred during the Trial Period.

12. LIABILITY

12.1. Limitations of Liability.

- a) Exclusion of Certain Damages.** Except as expressly provided otherwise in the Agreement, neither Party shall be liable to the other, or to any other person, for any consequential, special, exemplary, incidental, punitive, indirect or similar loss, damage or damages, including loss of profits, revenue, anticipated savings, or goodwill.
- b) Cap on Liability.** Either Parties’ entire liability for all losses, liabilities and damages however arising out of, or related in any way to the Agreement, is limited to one-third of the total amount of Fees paid by Client over the initial period for the Natterbox Services.

12.2. Application. To the maximum extent permitted by law, Clause 12.1 applies: (i) regardless of the form of cause of action or theory of liability (including breach, negligence, misrepresentation, strict liability or other contract or tort claim); and (ii) whether or not the Party was advised of the possibility of damages and whether or not the damages were reasonably foreseeable. Either Parties’ cap on liability defines the maximum amount for which the Party is responsible.

12.3. Exceptions.

- a)** Nothing in this Agreement shall limit or exclude either Party’s liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) anything else for which it cannot limit or exclude its liability.
- b)** Clause 12.1 shall not apply to liability arising out of or in connection with: (i) breach of Clause 8; (ii) the indemnity obligation under Clauses 2.4, and 3.14; (iii) infringement, violation, or misappropriation by Client of any IPRs owned by or licenced to Natterbox; or (iv) any failure by Client to pay to Natterbox any amounts due to Natterbox under this Agreement.

13. INDEMNIFICATION



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13.1. Client indemnifies Natterbox, its Affiliates and their respective directors, officers, employees, contractors, suppliers and agents (“those indemnified”) against any loss, damage, damages, expense or costs (including lawyers’/attorney’s fees) suffered or incurred by those indemnified arising out of or in connection with:

i) any breach of the Agreement by Client;

; and

ii) any unauthorised access to or use of any Hardware or Services or any fraudulent act or omission of any person who accesses or uses the Hardware or Services, including the transmission of any Client Data or making calls of any type to any number, whether or not Client knows, should have known or is unaware of such access, use, transmission or making of calls, except to the extent that any such loss, damage, damages, expense or cost was directly caused by Natterbox’s breach of contract or negligence.

14. DISPUTE RESOLUTION

Each Party agrees that before it seeks legal relief it shall provide written notice to the other Party of the specific issues in dispute (and referencing the specific portions of any contract between the Parties and which are allegedly being breached). Within thirty (30) days after such notice knowledgeable executives of the Parties shall hold at least one meeting (in person or by video- or teleconference) for the purpose of attempting in good faith to resolve the dispute. The Parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Clause 14 shall not apply prior to a Party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

15. GENERAL PROVISIONS

15.1. Governing Law. This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Subject to Clause 14 above, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

15.2. Notice. All notices and other communications in connection with this Agreement shall be in writing to the relevant address for notice set forth in the Client Sales Order or, in the case of notices sent to Natterbox, by email to legal@natterbox.com. Notice shall be deemed to have been received by a Party when actually received in the case of hand delivery, or five (5) Business Days after mailing by first class mail, postage prepaid.

15.3. Compliance with Laws. Each Party shall comply in all material respects with laws applicable to it. Each Party shall identify and procure any permits required to conduct its business and perform its obligations under the Agreement.

15.4. Export Compliance. The Natterbox Services may be subject to export laws and regulations of the United Kingdom, Australia, and other jurisdictions. Each Party represents that it is not named on any government denied party list. Client shall not permit any Users to access or use any Natterbox Service (a) in violation of any export laws and regulations of the United Kingdom and Australia and (b) any country as listed here:

<https://www.gov.uk/guidance/current-arms-embargoes-and-other-restrictions>; and

<http://dfat.gov.au/international-relations/security/sanctions/sanctions-regimes/Pages/sanctions-regimes.aspx>.

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15.5. Language. Client acknowledges and agrees that any translation of the English language version of the Agreement is for convenience only, and that the English language version of the Agreement will take precedence over the translation in the event of any contradiction arising from such translation.

15.6. Force Majeure. If a Party is delayed or prevented from performing a non-payment obligation due to a cause beyond its reasonable control (including natural disasters, labor or civil unrest or dispute, embargoes, blockages, work stoppages, lockouts, inability to obtain energy, war, terrorism, riots, protests, telecommunications outages, and acts or omissions of the other Party or third parties), then the delay or non-performance will be excused until the cause is removed and the period of performance will be extended for a reasonable period of time after the cause is removed.

15.7. Third Party Beneficiaries.

a) licensors are intended third party beneficiaries of this Agreement and in addition, Clause 7.7 may be enforced by any third party service provider of PCI Card Payment Services to Client in the third party service provider's own right; and

b) except as set out at Clause 15.7(a), a person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

15.8. Relationship. The Parties are independent contractors. The Agreement does not establish any relationship of partnership, joint venture, or agency between Client and Natterbox.

15.9. Assignment and Subcontracting. Client may not assign this Agreement or transfer any rights under this Agreement without Natterbox's prior written consent, such consent may not to be unreasonably withheld. Natterbox may (i) assign or transfer this Agreement or any of its rights under it to any person, and will use reasonable endeavours to provide Client with written notice of any such assignment or transfer; or subcontract the performance of any of its obligations under this Agreement but shall at all times remain responsible for the acts and omissions of its subcontractors in respect of those subcontracted obligations.

15.10. Amendment. Save as provided in Clause 15.9, this Agreement may not be amended unless such amendment is in writing and signed by both Parties.

15.11. Waiver. A waiver of any provision of the Agreement is enforceable only if the waiving Party signs it.

15.12. Severability. If an arbitrator or a court of competent jurisdiction finds a provision of the Agreement to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, the other provisions of the Agreement shall remain in force, and the parties shall negotiate in good faith to amend such invalid/unenforceable provision to reflect the original intent of the Parties while remaining valid and enforceable.

15.13. Basis of the Bargain. THE PARTIES HAVE ENTERED INTO THE AGREEMENT AND AGREED TO THE TERMS, FEES, AND PERFORMANCE OBLIGATIONS RELYING ON THE ENFORCEABILITY OF THE LIMITATIONS OF LIABILITY. THE LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THEY APPLY EVEN IF A REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15.14. Publicity. Either Party may publicly disclose the existence of the Agreement and accurately describe the Parties' relationship under it provided the terms of the Agreement are not disclosed. Client may use Natterbox's primary corporate Mark on its website to identify Natterbox as a solution provider and Natterbox may use Client's primary corporate Mark on its website and in its marketing materials to identify Client as a

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client. Each Party's use of the other's Marks shall be subject to any usage guidelines provided by the owner of the Marks and to any review requested by the owner of the Marks. This right to use the other Party's Marks may be withdrawn at any time with reasonable notice from the Party that owns the Marks.

15.15. Survival. Any provisions of the Agreement that expressly or by implication are intended to survive are enforceable against the Parties and their successors and assignees notwithstanding termination. Any termination of the Agreement shall be without prejudice to the terminating Party's legal rights and remedies as provided under the Agreement, including injunction and other equitable remedies, subject to the limitations and exclusions set forth in the Agreement.

15.16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.17. Entire Agreement. The Agreement, including the Client Sales Order, the Data Processing Addendum, any appendices, and/or exhibits, is the entire agreement between the Parties and supersedes all prior discussions, understandings and agreements between the Parties regarding its subject matter. Each Party acknowledges that: (i) upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a Party to this Agreement or not), except those expressly set out in this Agreement; and (ii) the only remedy in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement.) No provision of any Client purchase order or in any other business form employed by Client will supersede the terms and conditions of the Agreement, and any such document issued by Client will be for administrative purposes only and will have no legal effect. Handwritten interlineations to the Agreement are void.

Appendix A

1. Client Support. Client may contact Natterbox for support with an issue regarding the Services or Hardware via email, telephone or online as outlined here: <https://natterbox.com/contact>

2. Tickets. Natterbox will record such Client enquires (a “Ticket”) in a ticket tracking system and assign a client reference number (“CRN”) to the Ticket. Client must quote the CRN in all future correspondence with Natterbox. For example, if Client is enquiring regarding a Ticket with a CRN of 76, Client must reference “CRN: 76” in the subject line of the correspondence.

3. Ticket Categories. Upon the logging of a Ticket, Natterbox will assign each ticket one of the categories in **Table A-1** below depending on the severity of the Ticket:

Category	Description	Example
Critical	100% of Natterbox Services fail	Inability to make or receive calls within a Site, call quality issues making calls impossible to complete, inability to access management portal.
Major	Negative System performance affecting 51% or more Users	Call quality issues that make calls difficult to carry out or call cut outs on a regular basis.
Medium	Failure of one or more System functions making use of the System difficult	Service running/operational but less than full capacity, occasional call quality issues, a small percentage of devices are unable to connect, failure of a specific policy component, unable to access a voice recording
Low		A problem outside of the expected Service operation but causes only minor inconvenience to the User, requests for information, service requests or requests for enhancements.

4. Target Response Times

(a) The times listed in **Table A-2** below are target times for Natterbox to respond to or provide a Workaround for a Ticket. Note that Target Response and Workaround Times are to be taken within context of the Support Cover period. Where Client uses PCI Card Payment Services the third Party service provider SLA's will not be included in the response times.

Table A-2

Category	Support Cover Period	Target Response Time	Target Workaround Time
Critical	24/7 via Web	Within 15 minutes	Less than 6 hours
Major	24/7 via Web	Less than 1 hour	Less than 8 hours
Medium	Working Hours	Less than 6 Working Hours	Less than 5 Business Days
Low	Working Hours	Less than 24 Working Hours	Less than 7 Business Days

5. Escalation

In the event that a Workaround is not provided within the Target Workaround Time, then the escalation In the event that a Workaround is not

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provided within the Target Workaround Time, then the escalation timings listed in **Table A-3** below shall apply. “Escalation” means that Client may request access to a Natterbox Support Manager and then a Natterbox Director or Executive member in relation to a Workaround.

Table A-3

Category	Support Manager	Director
Critical	4 Hours	8 Hours
Major	6 Hours	12 Hours
Medium	2 Business Days	5 Business Days
Low	Not Applicable	Not Applicable

Service Level Exceptions. Due to the nature of the Services provided, Natterbox strongly recommends Client purchase and implement Network Services and Hardware along with Natterbox Services. Where Client has chosen to utilise third party variants of Network Services (whether provided by a Client Service Provider or otherwise) or to use any or any other services provided by a Client Service Provider or not to use supported hardware (including desk phones or other devices) provided by Natterbox, in each case to access or in connection with its use of the Natterbox Services, in addition and without prejudice to clauses 2.5(u) and 3.6, Natterbox is not obligated to provide Support Services (and the SLA governing Support Services shall not apply) for or in respect of those specific third party services or unsupported hardware, including in respect of any issues that Natterbox believes may be related to such unsupported hardware or its usage, or in respect of any of the following, but may agree to do so in its discretion following a request by Client, and subject to Client’s agreement to pay any Fees notified to it by Natterbox (for the avoidance of doubt, the SLA governing Support Services shall not apply to any such Support Services that Natterbox agrees to provide):

a) Sites that have chosen to utilise third party IP Interconnects to carry voice, where issues relating to call quality are being experienced and are shown to be external to the Natterbox Services, for example Internet disruption, congestion, etc

b) Issues related to use of telephones and softphones that are not listed in the “Supported Hardware” article found here:

<https://docs.natterbox.com/docs/supported-hardware>

c) Call quality or call setup issues from calls made from mobile data or WIFI Hotspots.

d) Sites that have not been configured in accordance with the “Client Advisories & Best Practices” article found here:

<https://docs.natterbox.com/docs/technical-prerequisites>

The target Availability (as defined below) for the Natterbox platform (defined as Natterbox’s proprietary software platform used by Natterbox to provide the Natterbox Services – the ‘Natterbox Platform’) is 99.99% measured over a calendar month, excluding any period when the Natterbox Platform is not Available as a consequence of:

- i) circumstances beyond the reasonable control of Natterbox as provided in Clause 15.6;
- ii) scheduled maintenance undertaken by Natterbox where the Client has been notified in accordance with the published policy, which is updated

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from time to time;

iii) any failure of Client's applications, equipment or internet connection;

iv) inbound carrier issues;

v) any acts or omissions of any Client Service Providers;

vi) the degraded performance or unavailability of Salesforce;

vii) any failure of the upstream connectivity to the PSTN network;

viii) incorrect configuration information has been supplied by Client to Natterbox;

ix) Client's systems not being configured in accordance with the published "Client Advisories document" which are updated from time to time.

'Available' shall mean that the Natterbox Platform is in an available state to receive or initiate calls on behalf of the Client, and 'Availability' shall be construed accordingly.

Availability is constantly monitored by Natterbox's High Availability Service Monitor and will be used to determine any claim for service credits by Client. Monitoring occurs in one (1) minute intervals, with two successive failures required before the Natterbox Platform is not considered to be Available.

At such point where Client believes that Natterbox has not achieved the Availability target, Client must within 7 days of the end of the relevant calendar month, log a request with Natterbox for service credits. Natterbox will then reply within 7 days as to acceptance or rejection of claim and reasons. Where Natterbox determines that credits are due, these shall be added to Client's account, by adjustment to the contract Term, and shall be Client's exclusive remedy in the event that Availability target is not achieved.

Monthly Availability percentage	Days of Service added to the end of the Term at no charge to Client
< 99.99% – >= 98.0%	2
< 97.9% – >= 95.0%	5
< 95.0%	10

6. Professional Services Expense Policy

All additional fees and expenses will be documented and submitted via invoice and shall be due and Actual reasonable travel and out-of-pocket expenses and/or relevant state/federal taxes, if any, are not included in the Fees outlined in the Client Sales Order and will be invoiced separately as "Professional Services Time and Materials Fees" as per Clause 5.2. Site visits are normally performed during Business Hours on Working Days (Monday-Friday) and must be scheduled two calendar weeks prior to the proposed visit. For avoidance of doubt, engineer travel time to and from Client Sites is billable at Natterbox's standard rates from time to time applicable.