

ADDENDUM - VOICE OVER IP TELEPHONY SERVICES

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF Clause 9.

This document contains the Terms and Conditions for our Voice Over IP Telephony services and should be read in conjunction with our Master Terms and Conditions and forms part of your Agreement with us.

1. Service

Subject to the terms and conditions of this Agreement, Black Sheep will provide to the Customer, the telecom services and/or related services described in the specific package of services chosen by you. Black Sheep shall take all due care in the provision and maintenance of the service to provide quality and reliability. As there are no Service Level Agreements (SLAs) that apply - and therefore no associated Service Level Guarantees (SLGs) - in the event of any failure or malfunction within our networks, Black Sheep shall correct any failure or malfunction as soon as is reasonably practical.

2. Term

The initial term of this Agreement shall be as stated in the Order ("Initial Term"). The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until Black Sheep receives and accepts a completed Order from the Customer.

Black Sheep reserves the right to reject any submitted Order for any or no reason prior to acceptance by Black Sheep. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically renew for successive terms of 30 days or unless terminated or cancelled by either party only as provided in Clause 11 below. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term".

3. Fees & Payments

All fees for Services rendered or provided to the Customer shall be in accordance with the rates set out on the Order or any subsequent Black Sheep's service rate then in effect.

Black Sheep may, at any time, amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due and owing immediately upon the first day of such renewal period.

All users signing up for the Black Sheep service will be asked to read and agree to our master terms and conditions before an order is accepted. By agreeing to these terms and conditions the user agrees to abide to the terms and conditions.

In the event that any amount due to Black Sheep remains unpaid, Black Sheep, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services.

All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of Black Sheep) shall be paid by the Customer.

The customer will pay for all calls made from his account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use.

4. Contract Length

Black Sheep services have a 30-day billing cycle. For the avoidance of doubt, when the word 'month' is used in relation to payments or contracts, it refers to this 30-day billing cycle. On payment of the monthly fee, services will be renewed on the 30-day anniversary of adding them to an account. Where a service is added to an existing account mid-month, a part payment will be taken pro-rata to the remaining days in the billing month.

5. Security of Service

The customer is wholly responsible for the safety and security of their Black Sheep account and the equipment used by them to access the Black Sheep network and services and must put in place such safeguards as necessary to prevent unauthorised use. The customer is responsible for all persons who use their username and password to access the service, whether authorised or not. Black Sheep accepts no responsibility for costs incurred by the customer from unauthorised usage of a customer's account.

Black Sheep reserves the right to check the security of a customer's equipment or devices used to connect to its network if it reasonably believes that equipment on the customer's network may be at risk from external attack (hacking) or if they believe that its terms and conditions of use are not being followed.

6. Content & Customer's Responsibility

Black Sheep will exercise no control whatsoever over, nor have any responsibility or liability whatsoever for, the content of the information passing through its network. Black Sheep shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason.

Any users causing inappropriate cpu (central processor unit) usage, system load, performing any illegal activities or misusing 999 / 112 services will be immediately suspended.

Customer conduct: Black Sheep will not tolerate bad language, verbal or threatening behaviour either via phone, email or any other form of communication Black Sheep expects that their Customer service and support representatives act in a polite and courteous manner at all times although when faced with over demanding, threatening or abusive callers they are empowered to terminate calls and suspend a users account pending investigation.

Black Sheep reserves the right to determine what constitutes abuse of their staff or services.

Music on Hold. Licences: You are wholly responsible for ensuring that you have the appropriate rights and licences to play any music that you upload to any system connected to our service. If in doubt, consult the Performing Rights Society.

Take Down. We will remove any content that is contrary to UK law, or considered inappropriate or indecent without consultation or prior notice and at our sole discretion.

From time to time, Black Sheep will email its customers with information that it judges necessary for the ongoing upkeep and maintenance of their accounts and with information about changes, updates and new services that have become available. The Customer agrees to accept these emails unless and until they cancel all active services on their account.

7. Number Use

Where UK telephone number(s) have been assigned, the Customer is required to ensure that their usage complies with:

- **Ofcom's General Condition (GC) B1;**
- **Ofcom's National Telephone Numbering Plan;** and
- **Ofcom's Non-provider Numbering Condition.**

Black Sheep may suspend or terminate the service, immediately, if it determines, in its sole and absolute discretion, that the Customer is failing to comply with any, or all, of the above requirements.

8. No Warranty

The Customer agrees to use all Black Sheep Services and facilities, and any information obtained through or from Black Sheep, at Customer's own risk. Customer acknowledges and understands that neither Black Sheep, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement. Black Sheep specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

9. Limited Liability

Under no circumstances, including negligence, shall Black Sheep, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Black Sheep's' records, programs or services.

Black Sheep further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its

Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

10. Indemnification

The Customer shall defend, indemnify, save and hold Black Sheep harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable attorneys' fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against Black Sheep, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees or assigns.

11. Termination

This Agreement may be terminated by Black Sheep at any time if, in the sole judgment of Black Sheep, The Customer breaches any material provision of this Agreement or in the event of non-payment by the Customer or if the Customer is in violation of any terms or conditions of Black Sheep's Usage Policy.

12. Additional Terms & Conditions

The Customer hereby acknowledges that the Customer has seen and reviewed a copy of Black Sheep's "Usage Policy" and that the terms of the Usage Policy are incorporated herein by reference. Black Sheep reserves the right to amend these terms and conditions and the Usage Policy from time to time and the Customer shall be bound by any such amendments. The Customer shall have the obligation to periodically visit Black Sheep' website to review the terms and conditions and its Usage Policy and to make certain that the Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern.

13. Notice

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to Black Sheep shall be delivered to its address stated below or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party. All notices delivered in writing must be sent either by overnight courier or certified mail, return receipt requested. Evidence of successful transmission of all notices delivered by email must be retained by the delivering party.

14. Miscellaneous

This Agreement sets forth the entire agreement between Black Sheep and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The Customer may not transfer or assign this Agreement without Black Sheep' prior written consent. This Agreement shall be governed by the laws of England and all claims concerning this Agreement shall be brought exclusively in English courts located in England. The parties hereby consent to submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defences concerning said forum. The Customer is deemed to have agreed to this Agreement, when commencing use of any of Black Sheep's services.

15. Allowable Use

Allowable use is reasonable and normal use in the day-to-day running of a typical business. You may not use methods to take advantage of your services by using the service excessively or by means not intended by Black Sheep. Black Sheep may suspend or terminate your service immediately if it determines, in its sole discretion, that you are abusing the service.

Some examples of non-normal, prohibited uses are:

- Telemarketing
- Use by call centres
- Use of auto-diallers
- Continuous dialling
- Extensive conference calling
- Resale to others
- Non-voice calling
- Extensive call-forwarding
- Repeated calling to the same number
- Frequent dialling to non-repeated numbers
- SPIT (Spam over Internet Telephony)
- Fax broadcasting
- Dictation and translation services
- Monitoring services
- Continuous connectivity
- Multiple short duration calling
- Calling without two or more party dialogue

This is not an inclusive list. We will consider each potential abuse on its own merits when considering whether your usage is allowable under this contract.

In reaching a decision to suspend or terminate your service Black Sheep will take into account the activities above and compare your usage and calling patterns to the average usage and calling patterns of all its customers.

Abusive or excessive use may cause network congestion problems either in our own network or those of our partners that we inter-connect with. If your abusive or excessive use of the Black Sheep service disrupts the Black Sheep service or the services provided by our inter-connected partners either directly or indirectly it will result in the immediate disconnection of your service and may lead to the suspension or termination of your contract.

Depending on the form of abuse detected, your account may be suspended or permanently terminated. In Black Sheep's sole discretion, you may be moved to a non-unlimited plan or removed from the service entirely. If you are removed from service before the end of your contract you will be liable for the remaining costs of it.