

MOBILE SERVICES AGREEMENT

This Mobile Services Agreement (the "Agreement") is effective [DATE],

BETWEEN: **HoIP Telecom Ltd** (the "HT"), a company organized and existing under the laws of the United Kingdom, with its head office located at:

9 Northlands Road, Whitenap, Romsey, Hampshire, SO51 5RU, England

AND: **[COMPANY NAME]** (the "Customer"), a company organized and existing under the laws of **United Kingdom**, with its head office located at:

xxx xxxx

each a "**Party**" and together the "**Parties**".

RECITALS

(A) HT is a United Kingdom based **Mobile Virtual Network Operator** ("**MVNO**").

(B) Both Parties wish to enter into this Agreement to lay down the basis upon which HT will provide mobile telecommunication services to Customer.

1. PRIORITY AND DEFINED TERMS

- 1.1 This Agreement summarizes the overall relationship between the two companies together with the overall Services to be provided to Customer.
- 1.2 Detailed descriptions of each of the individual Services are provided in each of the relevant Service Descriptions, and within this document.
- 1.3 For all Services, the Service Level Agreement detailed in Clause 9 of this Agreement will apply.
- 1.4 Where no provision is made in the Service Level Agreement, for particular Services, then Customer will be responsible to follow any procedure as defined in the individual Services Description.
- 1.5 The priority of this Agreement in relation to all other contractual documentation referred to herein as may be required to receive the Services, is provided in the General Terms and Conditions and all capitalized terms utilized herein but not defined herein or in clause 13 of this Agreement shall have the definitions provided in the General Terms and Conditions or the Services Descriptions.

2. SERVICES & DURATION

2.1 Services Description

HT will provide Customer with SIM cards in order for Customer or Customer's customers to:

(i) Make and receive voice calls. The Customer will be charged for outbound calls based on the destination number dialed and according to the Fees List issued to Customer.

(ii) Send and receive text messages. The Customer will be charged for mobile originated

text messages on a per message basis and according to the Fees List issued to Customer.

(iii) Initiate and operate data session. The Customer will be charged for data usage on a per megabyte basis and also in minimum increments according to the Fees List issued to Customer.

(iv) To perform other operations as agreed between the Parties from time to time

The Services are only designed to work in the United Kingdom. A software application is provided on the SIM card that allows users of the SIM card to select either the O2 UK mobile network or to select the strongest signal alternate mobile network. The Fees for the Services will differ depending on the UK mobile network being used.

The Fees List for the Services will be issued and updated to Customer from time to time in writing or by email from HT.

2.2 HT shall make the Services available to Customer from the Service Commencement Date until the expiration of the Term, subject to the termination and suspension rights as set forth in this Agreement.

2.3 For the avoidance of doubt the Minimum Period for this Agreement shall be 24 months.

2.4 In consideration of HT making the Services available to Customer for the purposes of enabling Customer to use the Services or provide services to its customers Customer hereby undertakes to pay the Fees to HT in accordance with the terms hereof.

3. CUSTOMER OBLIGATIONS

3.1 Customer may represent to third parties that it has a commercial relationship with HT provided that Customer undertakes at all times that in any written or verbal communication:

(a) it will not represent itself as HT or an agent of HT at any time; and

(b) it will comply with the obligations of confidentiality that it owes to HT including, but not limited to, such obligations provided in clause 19 of the General Terms & Conditions.

3.2 Customer warrants that it will only use the Services to support Customer's services and, in any event, only in accordance with this Agreement.

3.3 In the event that any activity relating to this Agreement creates a position where HT's contracts or services with third parties (including Partner Networks) are, in HT's reasonable opinion, in danger of suspension as a direct result of Customer activity or User activity then Customer will at HT's instruction, suspend such parts of Customer's Services as are directly related to the activity causing the problem. In addition, HT shall have the right to immediately suspend such parts of the Services directly related to the activity causing the problem, in the event that a suspension timescale with Customer cannot be agreed. In this event, HT will re-commence the provision of any suspended Services to Customer only when in HT's reasonable opinion the situation has been rectified.

The Customer shall have the following obligations with regard to AIT:

(a) Shall not knowingly engage in, assist or allow others to engage in AIT;

(b) Shall use reasonable endeavors, including the use of reasonably appropriate measures, to detect, identify, notify and prevent AIT. Reasonably appropriate measures may include:

(i). establishing and implementing a process of credit vetting and customer risk assessment of service providers;

(ii). Call data monitoring to identify suspected or potential AIT activity;

(iii). Comprehensive contractual terms with customers. Such terms and conditions include obligations equivalent to these for the detection, identification, notification and prevention of AIT.

(iv). The ability for Customer to retain reasonably suspected AIT revenues from their own customers;

(c) When undertaking a technical development in relation to telecommunication services, shall reasonably enhance the facilities for the prevention and detection of AIT;

(d) Agree and understand that the reasonable endeavors that can be carried out by the Customer to detect, identify, notify and prevent AIT are necessarily limited;

(e) Undertake to perform their obligations under this Clause in good faith;

(f) Shall, on suspecting AIT, notify HT and supply details of the suspected AIT activity. HT reserves the right to retain reasonably suspected AIT revenues.

3.5 In addition to those obligations provided for under Clause 15.3 of HT's General Terms and Conditions, Customer is responsible for the contents exchanged during the use of the Service by its Users, even if it has been transmitted through the Parties' respective networks.

4. HT OBLIGATIONS

4.1 Where practicable, HT will notify Customer in advance of any proposed changes to its network infrastructure which may affect the Services.

5. FEE CALCULATION AND PAYMENT TERMS

Further to Clause 8 of the General Terms and Conditions the following specific Fee calculations and payment terms will apply to the Services.

5.1 Invoicing Customer for any Fees under this Agreement

(a) HT will at the beginning of each month invoice Customer for the Fees related to the previous month's usage of the Services. The invoices will be due and payable in cleared funds by the due date of 14 Business Days from date of invoice.

(b) Any usage fees relating to a previous period that have not been invoiced may be raised in subsequent periods up to a maximum period of 3 calendar months following the calendar month in which the charges were incurred.

5.2 Delivery of invoices

Invoices will be delivered by e-mail and post to the specified Customer addresses first mentioned on this Agreement and will be deemed delivered in accordance with Clause 37 of HT's General Terms and Conditions.

5.3 Payments by Customer

All payments made by Customer to HT in relation to this Agreement shall be made by Customer as provided herein.

5.4 Fees & Equipment Costs

- (a) All Fees incurred by Customer in relation to its use of the Services shall be as provided in each of the Service Descriptions.
- (b) Any Equipment required by Customer from HT (including, but not limited to, SIM Cards shall be ordered by Customer from HT by means of an Equipment Order Form and Equipment Description (if necessary) (which will be the SIM Card Equipment Documentation for the ordering of SIM Cards).
- (c) Customer shall be liable to pay to HT all costs arising in relation to any Equipment in accordance with the terms of the relevant Equipment Order Form.

6. EARLY TERMINATION

6.1 Consequences of Termination

In addition to Clause 30 of the General Terms and Conditions, upon the termination of this Agreement for any reason:

- (a) Customer shall cease to promote, market, advertise or sell Customer Service in respect to which this Agreement relates and to hold itself out as having any connection with HT;
- (b) Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.
- (c) Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other under this Agreement.

7. SUSPENSION OF SERVICE

7.1 If the Customer does not settle any deposit request or Invoice, including the Monthly Estimate, in accordance with Paragraph 5 of this Overall Services Description and HT considers in its reasonable opinion that the level of deposit and pre-payments held by HT no longer cover Customer liabilities then HT reserves the right to:

- (a) Suspend provision of the Services as stated on the Services Order Form immediately without notice;
- (b) Continue the suspension of the Services as stated on the Services Order Form until such time that:
 - (i) All outstanding Invoices have been settled in full by the Customer
 - (ii) HT terminates this Agreement in accordance with the provisions of Clause 25 of the General Terms and Conditions

7.2 In the event that the Customer is reconnected following a suspension of service under Paragraph 7.1, the Customer shall pay a reconnection fee of £1,250 for each occurrence and this will be invoiced by HT and will be due and payable by the Customer in cleared funds within 5 (five) days of the date of the invoice.

7.3 For the avoidance of doubt, the provisions of this Paragraph 7 shall not be deemed an HT Event of Default.

8. TERMINATION BY NOTICE

8.1 In addition to Clause 26.1 of the General Terms and Conditions, the following notice period will apply to the Services.

At any time after the expiry of the Minimum Period this Agreement can be terminated by either Party by giving the other Party one hundred and sixty (60) days written notice.

9. SUPPORT SERVICES

First and Second line diagnostics support for all problems with the Services reported to Customer by its users shall remain the responsibility of Customer and Customer will use reasonable endeavors to investigate and rectify incidents prior to contacting HT.

HT will from time to time issue Customer an updated Technical Support Agreement which will specify the process for dealing with Service issues through HT.

10. Representations and Warranties

10.1 Customer acknowledges that the Service has not been specifically designed to meet Customer's and/or User's individual requirements. Except as expressly provided in this Agreement and owing to the nature of telecommunications services and internet network, Customer acknowledges that HT provides no representations or warranties regarding the quality, reliability, timeliness, or security of the Service given, and does not represent or warrant that its

Service respectively will be error-free, uninterrupted, and free from unauthorized access (including AIT, party hackers or denial of service attacks), or that all messages will be delivered. Except as stated herein, the Service is provided on an "as is" and "as available" basis.

11. Force Majeure

11.1 In addition to Clause 36 of HT's General Terms and Conditions the following additional force majeure events will apply to this Agreement. HT will not be liable to Customer for failure to fulfill any of its obligations hereunder if such failure is due to causes beyond its reasonable control, including, without limitation, earthquake, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions, decrees or regulations, suspension/termination of service by major roaming partners, national emergencies, insurrections, riots, viruses, epidemics, failure of communication systems and other causes as defined by applicable statutes and case law ("Force Majeure Event"). The time for any performance required hereunder, except for the obligation to pay the Charges, will be extended by the delay incurred as a result of such Force Majeure Event.

11.2 The affected Party shall promptly notify the other Party in writing of the occurrence of a Force Majeure Event and the estimated extent and duration of its inability to perform its obligations.

11.3 Both Parties shall use reasonable commercial efforts to minimize the effects of a Force Majeure Event.

11.4 In the event that such Force Majeure Event continues without interruption for a period of eighty (80) Day's then either Party may terminate this Agreement, effective as of the date of receipt of the notification thereof by the other Party. Neither Party will be entitled to any compensation, damages, expenses etc. from the other party in connection with a Force Majeure Event

12 Limitation of Liability.

In addition to Clause 24 of HT's General Terms and Conditions Customer understands and agrees that, with respect to the Service: (a) HT will not be liable, whether in contract, tort, or strict liability, to Customer

or Users for any Service not delivered, regardless of the reason for non delivery, including, without limitation, call processing, transmission errors, or networks and/or service failures; (b) HT will not be liable to Customer, Users for acts or omissions or for information provided through the Service, or for causes beyond its reasonable control; or for the transmission or reception of the call.

13. DEFINITION AND INTERPRETATION

13.1 Unless the context otherwise requires, terms and phrases defined in the General Terms and Conditions Agreement, the Services Order Form and any appendices hereto will have the same meaning when used in this Services Description.

13.2 In addition to Paragraph 11.1, the terms and phrases provided below will have the meanings provided herein:

“Agreement” means this agreement;

“AIT” or “Artificial Inflation of Traffic” means any situation where the volume or duration of voice calls, SMS and/or data services, is purposefully generated and/or prolonged by any entity (including a natural person) operating, hosting or otherwise connected with that telecommunication service and which results in the artificial inflation of usage volumes and/or durations which are disproportionate to the overall amount, duration and/or extent of usage which would be expected from:

- (i) a good faith usage of that telecommunication service; or
- (ii) an acceptable and reasonable commercial practice relating to the operation of telecommunications systems;

“Business Day” means any day which is not a Saturday, a Sunday or a bank or public holiday in the UK.

“General Terms and Conditions” means the HoIP Telecom Limited General Terms and Conditions for Business as agreed and signed by the Parties as of the date of this Agreement;

“Service Commencement Date” means the date of signature of this Agreement;

“Services” means the mobile telecommunications services provided to Customer and described in more detail in Clause 2.1;

“Technical Support Agreement” means a document provided by HT outlining how support cases will be managed by HT and Customer, including contact details and escalation procedures;

“Term” means, for this Agreement only, the Minimum Period, each other Document may have a different term as specified therein;

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

COMPANY

CUSTOMER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title