

'Act' means the Telecommunications Act 1984 and amendments to the Act that may be made from time to time. 'Agreement' means this agreement made between the Customer and GPS TELECOMS LTD entered into on the date set out overleaf or otherwise on a service schedule, welcome letter or other communication. 'AO' means British Telecommunications plc or other Telecommunications Provider. 'Customer' means the person, firm or corporation specified overleaf. 'CPS' means carrier pre-selection as a method of providing access to the Services over telephone lines provided by the AO. 'LEL' means the local exchange line from the customer's premises, which GPS TELECOMS LTD takes over and operates instead of the AO. 'Minimum Contract Term' means the initial minimum term (being no less than 12 months from the date that GPS TELECOMS LTD initially commenced provision of the combined LEL & Services, or such other term if agreed in writing with the Customer) for the provision of Services and payment in respect thereof, as set out in the relevant schedule. 'Minimum Contract Value' means the minimum committed spend of the Customer with GPS TELECOMS LTD over the Minimum Contract Term as set out overleaf or otherwise confirmed in a service schedule, welcome letter or other communications from GPS TELECOMS LTD. 'Operator' means the AO and/or any other third party provider of telecommunications services. 'Service' and 'Services' means each and all of the services, being one or all of CPS, LEL or such other services as are set out overleaf, in an order form, welcome letter or other written communication provided by GPS TELECOMS LTD to the Customer from time to time.

1. The Services

GPS TELECOMS LTD shall provide to the Customer the Service as requested and GPS TELECOMS LTD shall exercise appropriate and reasonable care in the provision, operation and maintenance of the Service. Other than through (or in addition to) the LEL, access to the Service shall be by GPS TELECOMS LTD's equipment, the Customer's own equipment, or by GPS TELECOMS LTD authorising the pre-programming of the AO local exchange and the Customer herein irrevocably authorises GPS TELECOMS LTD to sign on behalf of the Customer all and any authorisations with an AO or any other third party and Operator for the purposes of the provision of the Services. If GPS TELECOMS LTD separately agrees in writing, it shall also enable suitable by-pass to its CPS by the Customer with a by-pass code in front of the target-dialled number. GPS TELECOMS LTD shall provide the LEL (if agreed) as soon as possible but shall not be responsible for any delay to provisioning the LEL or faults caused to the LEL or Services where the same has been caused by any third party. Fault reporting availability for the LEL shall depend on Customer's requested care option if separately agreed in writing. Standard fault reporting is available between the hours of 9.00am and 5.30pm Monday to Friday (other than public and bank holidays) ('Normal Working Hours').

2. Duration

The Agreement shall come into full force and effect from the date of written acceptance by GPS TELECOMS LTD, or otherwise when GPS TELECOMS LTD commence the provision of the Services (or any of them), or otherwise when GPS TELECOMS LTD advise the Customer of Service provision ('Effective Date') and shall continue from the Effective Date for the agreed Minimum Contract Term (if any), or in default of any agreement as to the Minimum Contract Term, for 12 months and after the Minimum Contract Term this Agreement shall be capable of termination, either party shall give to the other not less than three months prior written notice of termination, otherwise this Agreement shall automatically continue for subsequent periods of 36 months ('Extended Contract Term') and shall be capable of termination at the end of each 36-month period with not less than three months prior written notice of termination. None of the foregoing shall prejudice the provisions of clause 8 (below). The Extended Contract Term will not apply to customers with less than 10 employees for further periods after 1st January 2012, in line with Ofcom regulations.

3. Use of the Services

(a) The Customer shall be responsible for the safe custody and safe use of the Services and any related equipment and without prejudice to the generality of the foregoing, this includes the any Premium Rate Service (PRS) or other NTS Services provided by GPS TELECOMS LTD irrespective of country, origin or intended use, the Customer agrees and undertakes: (i) to use the Services in accordance with such conditions as may be notified to it in writing by GPS TELECOMS LTD from time to time or covered by the Act or prevailing Act for the intended country use; and (ii) not to cause any attachments other than those approved for connection under the Act to be connected to the Services; and (iii) not to contravene the Act or any other relevant regulations or licenses; and (iv) not to use the Services as a means of communication for a purpose other than for which the Services are provided and as may be set out from time to time in GPS TELECOMS LTD's Services literature, a copy of which is available upon request by the Customer. Where expressly agreed in writing with the Customer, GPS TELECOMS LTD will provide the Customer with the maximum notice practicable, should there be any material change to GPS TELECOMS LTD's Services literature and GPS TELECOMS LTD agrees not to make any such change as does materially affect the Customer's access to the Services (save where such change is imposed upon GPS TELECOMS LTD by a third party); and (v) not to use the Services for the transmission of any material which is intended to be a hoax call to emergency services or other and is of a defamatory, offensive, abusive, obscene or menacing character; and (vi) not to use the Services in a manner which constitutes a violation or infringement of the rights of any other party and to achieve the Minimum Contract Value for the Minimum Contract Term; and (vii) to maintain its telecommunications apparatus at all times during the period of the Agreement in good working order and in conformation with the relevant standard or approval for the time being designated under the Act; and (viii) to provide GPS TELECOMS LTD with all such information as it requests relating to the Customer's telecommunications apparatus; and (b) The Customer shall indemnify GPS TELECOMS LTD against all liabilities, claims, damages, losses and expenses (including legal expenses) on a full indemnity basis, arising directly or indirectly from any breach of the undertakings contained in Clause 3(a) above.

4. Access to Premises and Provision of Information

(a) to enable GPS TELECOMS LTD to exercise its obligations under the Agreement: (i) the Customer shall procure permission for GPS TELECOMS LTD and any other person(s) authorised by GPS TELECOMS LTD to have reasonable access to its premises and the Services' connection points, and shall provide such reasonable assistance as GPS TELECOMS LTD requests, including authority for GPS TELECOMS LTD to deal with the Operator on the Customer's behalf; and (ii) GPS TELECOMS LTD will normally carry out work by appointment and during Normal Working Hours, but may

request the Customer to provide access at all other times, but such request shall not oblige the Customer to provide such access; and (iii) at the Customer's request GPS TELECOMS LTD may agree in writing to work outside Normal Working Hours and the Customer shall pay GPS TELECOMS LTD's reasonable charges for complying with such a request. (b) The Customer shall herein give GPS TELECOMS LTD or its authorised agents full authority to act on the Customer's behalf (and shall confirm in writing or otherwise with any third party at GPS TELECOMS LTD's request), to represent the Customer with any third party, AO and Operator in respect of agreeing on the Customer's behalf access to the Services through CPS and/or LEL (or any other access device), including obtaining from any such AO or Operator the Customer's consent to release of any information concerning the Services taken by the Customer from such AO and/or Operator. (c) The Customer requests maintenance or repair work of which is found to be unnecessary, the Customer may be charged for the work and the costs incurred (including where the Customer has damaged or otherwise damaged has been caused to any equipment).

5. Suspension of Service

(a) GPS TELECOMS LTD may at its sole discretion upon giving the Customer 7 days notice, suspend forthwith the provision of the Service or Services and LEL until further notice (without compensation and without prejudice to GPS TELECOMS LTD's right to terminate this Agreement at a later date), upon notifying the Customer either orally (confirming such notification in writing), or in writing in the event that: (i) The Customer is in breach of a material term of this Agreement including for the purposes of this Agreement, its failure to pay monies due to GPS TELECOMS LTD or any third party to which payment of any monies is otherwise due to GPS TELECOMS LTD including deposits (where payment of such monies has been assigned by GPS TELECOMS LTD or otherwise GPS TELECOMS LTD has appointed such third party to act as its agent in respect of the collection thereof); or (ii) GPS TELECOMS LTD is obliged to comply with an order, instruction or request of government, an emergency services organisation or any other competent administrative authority. (b) The Customer shall reimburse GPS TELECOMS LTD for all reasonable costs and expenses (and shall remain liable to pay the Minimum Contract Value for the period of suspension) incurred by the implementation of such suspension, and/or the commencement of the provision of the Services, but only where the suspension was implemented as a consequence of a breach, fault or omission on the part of the Customer.

6. Liability

(a) GPS TELECOMS LTD shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any breach of this Agreement by the Customer or any act, misrepresentation, error or omission made by or on behalf of the Customer or arising from any cause beyond GPS TELECOMS LTD's reasonable control. (b) GPS TELECOMS LTD is not liable for any indirect or consequential loss (including but not limited to loss of profit, revenue, data, goodwill, business, contracts or anticipated savings) howsoever arising suffered by the Customer in connection with this Agreement or for any liability of the Customer to any third party. (c) Subject to sub-clause (d) below, no matter how many claims are made and whatever the basis of such claims GPS TELECOMS LTD's maximum aggregate liability to the Customer under or in connection with any GPS TELECOMS LTD Services, in respect of any direct loss (or other loss to extent that it is not excluded by (a) and (b) above or otherwise) whether such claim arises in contract or tort shall not exceed £5,000 (five thousand pounds). (d) None of the Clauses above shall apply so as to restrict liability for death or personal injury resulting from the negligence of GPS TELECOMS LTD or its appointed agents. (e) The Customer agrees that it is in a better position to foresee and evaluate any loss it may suffer in connection with any GPS TELECOMS LTD service and that the fees payable in relation to such GPS TELECOMS LTD Service have been calculated on the basis of the limitations and exclusions in this Clause 6 and that the Customer will effect such insurance as is suitable having regard to its particular circumstances and the terms of this Clause 6. (f) Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, third party supplier, Operator, strike, lock-out, trade dispute or labour disturbance any act or omission of Government highways' authorities, or other competent authorities.

7. Charges & Payments

The Customer shall be invoiced monthly by GPS TELECOMS LTD or any third party who has been assigned the right to receive such monies by GPS TELECOMS LTD, or otherwise acts as an agent of GPS TELECOMS LTD in the collection of such monies and agrees to pay all charges within 14 days of the date of the relevant invoice. The charges shall be such charges as are set out in the relevant Schedule or Services literature as may be varied by GPS TELECOMS LTD from time to time (including all ancillary costs). The Customer shall also pay any aborted visit fees in respect of any new installations and/or otherwise the costs of any cancelled installation and/or LEL if the same is cancelled prior to the expiry of the minimum term or otherwise the commencement of the Services. The Customer shall be invoiced monthly in arrears, unless other agreed herein, monthly in advance or both, dependant on the nature of the Services. Some Services require payment of installation costs and annual service fees in advance of the commencement of processing of an order. Time of payment to GPS TELECOMS LTD (or any third party as aforesaid) shall be of the essence. The Customer shall have no right to withhold, offset or deduct any payment whatsoever that is invoiced and due to GPS TELECOMS LTD, or any third party (as aforesaid) and GPS TELECOMS LTD reserves the right to charge daily interest on all amounts outstanding 14 days after the date of invoice until payment in full is received, at a rate equal to 4 per cent (4%) per annum above National Westminster Bank's plc Base Lending Rate as current from time to time, whether before or after judgement. Interest shall continue to accrue notwithstanding termination or suspension of this Agreement. Furthermore late payment or deterioration in the credit status of the customer may at GPS TELECOMS LTD sole discretion all future payments to be made by Direct Debit or a deposit equivalent to 2 (two) months average monthly spend to be paid. Without prejudice to the provisions contained elsewhere in this Agreement, any dispute in respect of an invoice must be made within 5 business days of the date of the relevant invoice failing which no dispute shall be considered by GPS TELECOMS LTD and in any event such as a dispute shall be made in good faith by the Customer. In the event that this Agreement is terminated for whatever reason and all sums are not paid to GPS TELECOMS LTD (or any third party as aforesaid), in accordance with the terms herewith, GPS TELECOMS LTD herein reserve the right to charge the Customer for its administration and legal charges up to and prior to commencing any legal proceedings

at the rate of £100 per hour of time spent chasing the overdue amounts. All sums referred to in this Agreement are exclusive of Value Added Tax and any taxes of a similar nature which may from time to time be introduced.

8. Termination

(a) Notwithstanding anything to the contrary expressed or implied elsewhere in the Agreement, the relevant party (as defined below) (without prejudice to its other rights) may terminate this Agreement forthwith in the event that: (i) GPS TELECOMS LTD only may terminate this Agreement if a liquidator (other than for the purposes of amalgamation or reconstruction), trustee in bankruptcy, administrator, receiver or manager (whether voluntary or not) is appointed in respect of the whole or part of the assets and/or undertaking of the Customer or the Customer enters into an arrangement or composition with its creditors, or if the Customer becomes unable to pay its debts within the meaning of s123 of the Insolvency Act 1986, or other circumstances arise which entitle account or creditor to appoint a receiver or administrator or to make a winding up order; or (ii) either party may terminate this Agreement if the other party is in breach of a material term of this Agreement and, where such term is capable of remedy fails to remedy it (having been given written notice of that breach) within seven days of the date of such notice; or (b) notwithstanding anything to the contrary expressed or implied in this Agreement, GPS TELECOMS LTD, (without prejudice to their other rights), may terminate this Agreement forthwith in the event that any license under which the Customer has any right to run its telecommunication system and connect it to the Services is revoked, amended or otherwise ceases to be valid or otherwise any payment due hereunder to GPS TELECOMS LTD (or any third party as aforesaid) is due and owing; (c) As a consequence of termination, where GPS TELECOMS LTD has implemented Services with the installation/connection of external routing hardware, this hardware must be returned to an address nominated by GPS TELECOMS LTD on termination of its Services whether this termination is made by the Customer or GPS TELECOMS LTD. Where hardware requires de-installation, by an engineer to enable its recovery this de-installation shall be arranged by GPS TELECOMS LTD which also retains the right to charge the Customer for any routing hardware misplaced, damaged or uncollectable for any reason at a cost equal to its purchase price by GPS TELECOMS LTD. GPS TELECOMS LTD also reserves the right to charge for any abortive visit cost incurred, in the event of failure of the engineer to perform the de-installation due to the Customer. (d) Where GPS TELECOMS LTD has implemented Services with the programming of Customer Premise Equipment (CPE), GPS TELECOMS LTD shall de-provision with its supplier(s) any CLI(s) associated with its Services to cause cessation. It will be the responsibility of the Customer to arrange for the replacement of any network access code programmed into the equipment, to allow subsequent usage of any other provider. (e) Where termination of the GPS TELECOMS LTD Service requires cancellation of the CPS facility, GPS TELECOMS LTD shall undertake this process with the AO and the appropriate CPS Operator ('CPSO') on behalf of the Customer. Unless requested otherwise by the Customer, GPS TELECOMS LTD will cease with the CPSO any active Calling Line Identities ('CLIs') from which calls are routing using CPS. In such circumstances GPS TELECOMS LTD will communicate to the Customer the relevant by-pass code to enable outgoing calls to be made using the AO network during the time required by the AO to process the order submission for CPS cancellation. Where Service is provided with LEL, GPS TELECOMS LTD will co-ordinate with the Operator the cessation of GPS TELECOMS LTD being the provider of the LEL, but shall not be liable for any delay or lack of access to communications as a consequence of the same. (f) Where the Customer has a Minimum Contract Term or Extended Contract Term and this Agreement is terminated prior to the expiration for any reason whatsoever the Customer shall be liable to pay to GPS TELECOMS LTD within seven days of the relevant invoice, the entire balance of sums which would have been due in respect of the Minimum Contract Term or Extended Contract Term had the Minimum Contract Term or Extended Contract Term continued less a discount of 25% for early receipt of such sums. The amount of such payment shall be calculated by taking the remaining period contracted by the customer in months (including part months) and multiplying this by the average customer spend in the preceding 3 months actual billing of all services and then applying a 25% discount. The Customer expressly agrees that this payment is reasonable in all circumstances as a damages claim from GPS TELECOMS LTD for such early termination and is not a penalty. Any deposit held by GPS TELECOMS LTD from the Customer at the time of termination may be offset against any amounts owing.

9. Assignment

GPS TELECOMS LTD may, but the Customer shall not (without the prior written consent of GPS TELECOMS LTD), assign or delegate or otherwise deal with all or any of its rights and obligations under the Agreement.

10. General

(a) This agreement represents the entire understanding between the parties in relation to the subject matter hereof, and supersedes all other agreements and representations made by either party whether oral or written. This agreement may be amended by GPS TELECOMS LTD giving a minimum of 30 days' notice by way of email, fax, letter or billing notification and at all times the terms on conditions on our website will be held to be those currently in place from time to time. Any amendment to these terms requested by the customer must be agreed in writing by GPS TELECOMS LTD. (b) Failure by either party to exercise or enforce any right conferred by this Agreement, shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof, or of any other right on any later occasion. (c) By signing the form overleaf, or otherwise taking the Service or Services, the Customer thereby agrees to the total exclusion of all its terms and conditions of business in favour of the terms of this Agreement. (d) Any notice, invoice or other document which may be given by GPS TELECOMS LTD under this Agreement shall be deemed to have been duly given if left at, or sent by post, to an address to which notices, invoices or other documents may have been sent, or the Customer's usual or last known place of abode or business, or alternatively if the Customer is a limited company, its registered office. GPS TELECOMS LTD's address for the service of any notice by the Customer under this Agreement shall be such address as is shown on the last invoice rendered to the Customer. (e) This Agreement shall be governed by, and construed and interpreted in accordance with English Law, and the parties hereby submit to the exclusive jurisdiction of the English Courts. Those provisions of a continuing nature under this Agreement (including Clauses 6 and 7 above), shall continue to apply notwithstanding the termination or expiry of this Agreement for any reason whatsoever.