

Enterprise Voice Service Addendum

This Service Addendum shall apply solely to the extent and only in relation to the Pure IP Enterprise Voice Services. In the event and to the extent of a conflict between the terms of this Service Addendum and any other part of the Agreement, this Service Addendum shall take precedence. To the extent a matter or issue arises in relation to the Pure IP Enterprise Voice Services that is not covered nor addressed in this Service Addendum, the Agreement shall apply.

1. BACKGROUND

1.1 This Pure IP Enterprise Voice Service Addendum (the “Service Addendum”) sets out additional terms applicable to the provision of the services as described and set out herein, and shall be governed by the BCM One Master Services Agreement (the “MSA”) and any related documents and shall form part of the Agreement as defined in the MSA.

1.2 For the purposes of this Service Addendum, the Supplier shall be Pure IP Ltd. and/or any Affiliate providing telephony or associated services (the “**Pure IP Enterprise Voice Services**”).

2. DEFINITION AND INTERPRETATION

2.1 Unless otherwise set out herein, capitalized words and phrases shall have the meanings given to them in the Agreement.

2.2 For the purposes of this Service Addendum, the following words and phrases shall have the following meanings:

Affiliate: means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, a Party to the Agreement.

Client: means as set out in the MSA, Quote or Service Order.

Client Equipment: means any equipment, hardware or other apparatus at the Site(s) (not being Supplier Equipment) used by the Client in order to use the Pure IP Enterprise Voice Services.

Client Personal Data: means any personal data that is processed by the Supplier, as processor, for the Client, as controller as set out In Appendix 1.

Control: means the beneficial ownership of more than 50% of the issued share capital of a company.

Data Protection Legislation: means as applicable and binding on the Parties and/or the Pure IP Enterprise Voice Services:

- a) the EU General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR), EU Directive 2002/58/EC (Directive on privacy and electronic communications), and/or any corresponding or equivalent national laws or regulations, as may be amended;
- b) the Data Protection Act 2018, UK General Data Protection Regulation (which has the meaning given to it in section 3(10) of the Data Protection Act 2018), and the Privacy and Electronic Communications Regulations 2003, as may be amended;

- c) all applicable laws and regulations governing the protection of personal data in the jurisdiction from which the Pure IP Enterprise Voice Service is being provided.

Deliverables: means all documents, products and materials developed by the Supplier or its agents, contractors, consultants and/or employees as part of or in relation to the Pure IP Enterprise Voice Services and/or provided by the Supplier to the Client in any media, including, without limitation, manuals, software, computer programs, data, diagrams, reports and specifications (including drafts).

End User: means an individual user to whom Client makes Services available.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Network: means the electronic communications network operated or used by the Supplier to provide the Pure IP Enterprise Voice Services.

Personnel: means any person in respect of whom a Party exercises control including, but not limited to, the directors, employees, agents and any sub-contractors of the Party, in any such case who are assigned or engaged by the Party from time to time to perform the Party's obligations under this Service Addendum.

Site: means the premises or other locations from and to which the Pure IP Enterprise Voice Services are to be provided to the Client, as specified in a Service Order or Quote.

Supplier Equipment: means any Session Border Controllers (SBCs), gateways, ATAs, routers, computer apparatus, hardware or other equipment and all materials, equipment and tools, drawings, specifications and data belonging to the Supplier or its Personnel and provided by the Supplier or its Personnel to the Client in connection with the provision of the Pure IP Enterprise Voice Services, the SBCs and ATA managed services.

Supervisory Authority: means the relevant supervisory authority overseeing data protection in the territories where the Parties to the Agreement are established.

3. **SUPPLIER'S OBLIGATIONS**

3.1 The Supplier shall perform the Pure IP Enterprise Voice Services.

3.2 The Client acknowledges and agrees that the Pure IP Enterprise Voice Services are not fault free, their delivery may be impaired by conditions or circumstances beyond the Supplier's control. The Client is entitled to the quality of service generally provided by a competent telecommunications service provider exercising reasonable skill and care.

3.3 The Supplier may (in its sole discretion):

3.3.1 (upon reasonable notice) alter or withdraw the Client's telephone number(s) or any other name, code or number associated with the Pure IP Enterprise Voice Services for reasons beyond its control such as where requested to do so by a governmental or regulatory body; and/or

- 3.3.2 bar certain numbers from the Pure IP Enterprise Voice Services on a temporary or permanent basis in order to prevent fraud or in circumstances where the Supplier would suffer a direct loss.

3.4 With Client's consent and in line with applicable law,, the Supplier or its agents may record or monitor telephone calls, emails and any other communications between itself (or its agents) and the Client for training and quality control purposes. Supplier or its agents may also record or monitor telephone calls, emails and any other communications between itself (or agents) and the Client as required by law or law enforcement, under which circumstances Client's consent is not needed..

4. CLIENT OBLIGATIONS

4.1 The Client shall:

- 4.1.1 provide in a timely manner such information and assistance as the Supplier may reasonably require so as to enable the Supplier to carry out its obligations, and ensure that such information is accurate in all material respects;
- 4.1.2 obtain and maintain any necessary consents to permit the Supplier to provide the Pure IP Enterprise Voice Services to Client and/or any End User of the Pure IP Enterprise Voice Services;
- 4.1.3 supply the Supplier with remote access as may be necessary for the Supplier to install, configure, test, diagnose and correct any fault in the Pure IP Enterprise Voice Services;
- 4.1.4 procure the cooperation of any sub-contractors to the Client if reasonably requested so to do by the Supplier; and
- 4.1.5 ensure that the Site is prepared in accordance with generally accepted principles for installation of IT solutions and in accordance with the Supplier's instructions and is ready for installation of the Deliverables and provisioning of the Pure IP Enterprise Voice Services.

5. USE OF THE SERVICE

5.1 The Client acknowledges that it is at all times solely responsible for all data and other material transmitted through its use of the Pure IP Enterprise Voice Services, and undertakes not to use or permit the Pure IP Enterprise Voice Services to be used in any manner which shall contravene the Supplier's reasonable requirements which have been communicated to the Client in writing.

5.2 Supplier shall consider Client's use of the Pure IP Enterprise Voice Services to be abusive and subject to immediate suspension and/or termination or adjustment if Client utilizes:

- 5.2.1 autodialing, predictive-dialing, or robo-dialing;
- 5.2.2 continuous, repetitive or extensive call forwarding;
- 5.2.3 harassing, threatening or abusive calls;
- 5.2.4 unsolicited calls if such unsolicited activities could reasonably be expected to, or actually do in fact, provoke complaints;
- 5.2.5 false information for Client or any End Users of the Pure IP Enterprise Voice Services;
- 5.2.6 continuous or extensive chat line or conference call participation;

- 5.2.7 free conference calling or similar services that participate in traffic simulation practices or schemes that result in excessive charges;
- 5.2.8 repetitive and/or continuous messaging or calling to the same destination number if such activity could reasonably be expected to, or in fact actually does, provoke complaints;
- 5.2.9 long duration calls (defined as calls to the same number in excess of four (4) hours (continuous or cumulative) within a twenty-four (24) hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party;
- 5.2.10 calls that do not consist of uninterrupted live human voice dialog by and between natural human beings;
- 5.2.11 continuous call session connectivity;
- 5.2.12 fax broadcasting;
- 5.2.13 fax blasting;
- 5.2.14 telemarketing; or
- 5.2.15 any other activity that would be inconsistent with reasonable business use patterns, which cause network congestion or jeopardizes the integrity of Supplier's network.

6. SECURITY

6.1 Without prejudice to the Client's other obligations under the Agreement, the Client will use all reasonable endeavours in accordance with best industry practice:

- 6.1.1 to maintain any reasonable, appropriate administrative, physical and technical security regarding its account ID, password, antivirus and firewall protections and connectivity with the Pure IP Enterprise Voice Services, which shall include maintaining strict security over all Voice Over IP related lines in order to prevent and block any prohibited and unauthorized use of the Pure IP Enterprise Voice Services.

6.2 The Client shall ensure that any security access codes issued by the Supplier to the Client will be held in a secure environment to prevent unauthorized access to such codes. The Client will be liable for all calls whether authorized by the Client or not.

6.3 If any unauthorized access is gained to the Pure IP Enterprise Voice Services and/or Network and/or any unauthorized use of the Pure IP Enterprise Voice Services and/or Network is made (including without limitation any unauthorized calls), the Client acknowledges and agrees that it will be liable for all associated costs and charges (including without limitation for any call charges) and the Supplier will have no responsibility or liability for such unauthorized access, unauthorized calls or unauthorized use of the Pure IP Enterprise Voice Services and/or Network or any associated costs and charges.

6.4 The Supplier shall not be responsible for any faults, or interruptions in the Pure IP Enterprise Voice Services or any inability of the Client to access the Pure IP Enterprise Voice Services where this is caused by a failure in any Client Equipment or the Client's security.

6.5 The Client agrees to indemnify the Supplier against any liability, cost, charge or expense, which the Supplier incurs or suffers as a result of any breach by the Client of its obligations under Paragraph 5 or Paragraph 6 of this Service Addendum.

PURE IP EQUIPMENT

7.

7.1 The Client acknowledges that, to the extent applicable, Supplier Equipment shall at all times be and remain the exclusive property of the Supplier, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorization.

7.2 The Client shall at its own cost and expense:

7.2.1 ensure that the location at the Site where the Supplier Equipment is to be installed:

- (a) is secure, tidy and reasonably suitable for the installation, housing and operation of the Supplier Equipment;
- (b) has an adequate and stable power supply (including back-up);
- (c) has adequate air cooling to ensure that the Supplier Equipment at all times operates within the specified operating temperatures (if any); and
- (d) has adequate access for connection to Client Equipment and other equipment, including building entry ducts.

7.2.2 remain solely responsible for the Supplier Equipment from the time that it is delivered to the Site until the time as it is returned to the Supplier; and

7.2.3 replace or repair the Supplier Equipment in case of loss or damage at the Client's Site or in the Client's control.

10. DATA PROTECTION

10.1 The terms "personal data", "data controller", "controller", "data processor", "processor", "processing", "personal data breach" and "data subject" shall have the meaning given to them in the Data Protection Legislation, as applicable.

10.2 The Parties agree that the Client is a Controller, and the Supplier is a Processor in relation to the Client Personal Data processed as set out in Appendix 1 to this Service Addendum.

10.3 The Parties agree to comply with all obligations and requirements to which they are subject to under the Data Protection Legislation.

10.4 The Client will ensure that it has all necessary and appropriate consents from and notices in place to data subjects to enable the lawful transfer to, and processing of, personal data by the Supplier in connection with the Agreement.

10.5 The Client will ensure that Client, its employees, agents and contractors do not input, upload or disclose to the Supplier any irrelevant or unnecessary personal data about data subjects outside the scope of Client Personal Data contained in Appendix 1.

10.6 Where the Supplier acts as a Processor, the Supplier shall:

10.6.1 process the Client Personal Data set out in Appendix 1 on behalf of, and only on documented instructions from, the Client, unless required to do otherwise by applicable law, in which case Supplier shall, unless legally prohibited from doing so, inform the Client of such legal requirement;

- 10.6.2 ensure that any persons authorized to handle, view or otherwise process the Client Personal Data are bound by appropriate obligations of confidentiality;
- 10.6.3 provide such assistance as is reasonably required and requested to enable the Client to comply with its obligations to respond to requests from data subjects in relation to the Client Personal Data, together with the Client's obligations regarding data security, notification by the Client of personal data breaches to the Supervisory Authority, communication by the Client of personal data breaches to the affected data subjects, data protection impact assessments and prior consultation with the Supervisory Authority in relation to any Client Personal Data within the time limits imposed by the Data Protection Legislation;
- 10.6.4 be authorized to engage a third party to process the Client Personal Data in connection with the Agreement as currently set out in Appendix 1 or other third-party processors necessary to deliver future Services ordered by Client (each a "Sub-Processor" and together the "Sub-Processors");
- 10.6.5 ensure that the Supplier and Sub-Processors' arrangement is governed by a written contract which offers at least the same level of protection for the Client Personal Data as that set out in this Service Addendum ;
- 10.6.6 remain responsible for each Sub-Processor's compliance with the obligations of this Service Addendum and for any acts or omissions that cause the Supplier to breach any of its obligations under this Service Addendum;
- 10.6.7 transfer any Client Personal Data outside of the EEA or UK by ensuring that appropriate safeguards are in place to protect the Client Personal Data as required by the Data Protection Legislation, including compliance with the EU Standard Contractual Clauses set forth in Appendix 2;
- 10.6.8 have in place throughout the Term of the Agreement appropriate technical and organizational security measures to prevent the unauthorized or unlawful processing of the Client Personal Data or the accidental loss or destruction of, or damage to Client Personal Data;
- 10.6.9 promptly inform the Client if, in its opinion, any of the Client's instructions infringe Data Protection Legislation;
- 10.6.10 in accordance with Data Protection Legislation, notify the Client on becoming aware of a personal data breach involving Client Personal Data;
- 10.6.11 make available to the Client all information necessary to demonstrate compliance with the Data Protection Legislation;
- 10.6.12 allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client provided that (i) the Supplier shall be compensated for its costs and expenses in relation to such audit, (ii) reasonable advance notice shall be given in respect of any such audit and it shall take place no more than once in each twelve (12) month period, (iii) any such audit shall only be conducted during the Supplier's normal business hours, (iv) any such audit shall be conducted to cause minimal disruption to the Supplier's business operations, (v) no access shall be given to the Supplier's confidential information or any information relating to the Suppliers other clients and/or financial data, and (vi) any third party auditor shall enter into confidentiality obligations directly with the Supplier which are reasonably acceptable to the Supplier; and

- 10.6.13 at the request of Client, delete or return all Client Personal Data after the end of the provision of the Pure IP Enterprise Voice Services, and delete existing copies as reasonably possible unless applicable law requires storage of such Client Personal Data.

10.7 The Parties acknowledge and agree that Supplier may act as a separate and independent Controller of personal data it receives from the Client in some instances and where this occurs the Supplier will process such personal data only as permitted under Data Protection Legislation and in accordance with the Agreement, and its privacy policy.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Except as expressly provided in the Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Service Addendum shall be deemed to confer any assignment or license of the Intellectual Property Rights of one Party to the other Party.

11.2 The Supplier grants the Client a limited non-exclusive and royalty free license for the Term to use such of its Intellectual Property Rights as are strictly required by the Client in relation to its use of Pure IP Enterprise Voice Services as envisaged under this Service Addendum.

11.3 The Client grants the Supplier a non-exclusive and royalty free license to use such of its Intellectual Property Rights as are strictly required by the Supplier to meet its obligations under this Service Addendum and for the delivery of the Pure IP Enterprise Voice Services.

11.4 The Parties agree that the Supplier or its licensors shall own all of, and the Client shall not acquire any title to or interest in any, Intellectual Property Rights owned by or licensed to the Supplier (including all Intellectual Property Rights in the Deliverables) and the Client shall not acquire any proprietary right or title to or interest in:

- 11.4.1 any new Intellectual Property Rights developed, created and/or made by or on behalf of the Supplier and/or its licensors pursuant to this Service Addendum;
- 11.4.2 any reproductions, enhancements, adaptations and modifications to the Supplier's or its licensors' Intellectual Property Rights made by or on behalf of the Supplier, its licensors and/or the Client pursuant to this Service Addendum; or
- 11.4.3 any other software, tools and other Intellectual Property Rights which are owned by or licensed to the Supplier which are used by the Client for the duration of the Agreement in the provision of the Pure IP Enterprise Voice Services.

11.5 The Client acknowledges and agrees that the Client's use of rights in third party materials is conditional on:

- 11.5.1 the Supplier obtaining a written end-user license (or sub-license) of such rights from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Client; and
- 11.5.2 the Client agreeing to comply with and be bound by any relevant third party terms and entering into an agreement direct with the relevant third Party if requested to do so by the Supplier.

Appendix 1

Description of Client Personal Data

Categories of data subjects

The Client Personal Data processed relates to individuals who utilize the Pure IP Enterprise Voice Services provided by the Supplier.

Categories of Personal Data

The categories of Client Personal Data processed will depend on the specific Pure IP Enterprise Voice Services provided by the Supplier, but may include:

- Call Detail Records (“CDRs”) includes calling number (the number from which the call originated), called number (the destination phone number), time & date of the call, the call duration and the country/region of the call.
- Business contact details (including name of business representative, business email address, business contact number, business site address, proof of Identity).
- Telephone numbers and associated users (full name, address and email address).
- List of telephone numbers and associated users (their full name and email address), and user’s address (as entered manually by the Client).
- Inbound and outbound fax messages during transmission only.

Special categories of Client Personal Data

Supplier and its Sub-Processors do not request special category personal data and request that Client avoid sharing special category data through its use of the Pure IP Enterprise Voice Services, and specifically, Client’s use of the call recording and SMS services (if ordered) to which this sub-section applies. If special category data is processed as a result of Client’s use of the Pure IP Enterprise Voice Services, then it will be treated as Client providing consent for the special category personal data to be processed and the Client has obtained any relevant consents from End Users as may be required under Data Protection Legislation or other applicable law.

Nature and purpose of the processing

For the purposes of the provision of the Pure IP Enterprise Voice Services by Supplier under the Agreement.

Sub-Processors and location

- Pure IP California LLC, (USA)
- Pure IP Limited, (UK)
- Pure IP Europe BV, (The Netherlands)
- Pure IP Limited, (New Zealand)
- WCS Asia, Inc. (Philippines)

Duration of processing

Unless stated otherwise in the Agreement, or agreed in writing between the Parties, Client Personal Data will be processed for the Term of the Agreement.