

## **SOURCE INTERNET SUPPLYING SERVICES.**

(a) Source Internet will supply an individual Service as described in, and on and subject to the provisions of the relevant Service Schedule.

(b) Subject to execution of the relevant Service Schedule by both parties to it, the supply of individual Services will commence on the Start Date and continue for the Minimum Term either no contact, 12 months or 24 months and thereafter until terminated in accordance with the provisions of the Service Schedule.

(c) Source Internet will use reasonable efforts to meet any service commencement dates advised to Customer, but those dates are non-binding estimates only and Source Internet and its Affiliates will not be liable for any failure to meet them.

(d) Source Internet is not obliged to commence any work to supply the Services until the Customer has satisfied any obligations required for supply of the Services, including paying a set-up fee (if any) and providing security (if any), connecting to the Supplier Infrastructure and obtaining any authorisations and consents which may be required (including, if applicable, those of Users and owners of premises where Supplier Equipment is required to be installed).

(e) Source Internet is not obliged to supply the Services, and may, without liability, cancel an accepted order, if it determines that it will not be practical to supply the Services for commercial or technical reasons.

(f) Customer authorises Source Internet to undertake work and appoints Source Internet and its agents to deal with third parties as required to supply the Services.

(g) Source Internet will supply the Services in the manner and using technologies and infrastructure which it determines appropriate (which may include those provided by its Affiliates and third parties).

(h) Source Internet may change the manner, technology, and infrastructure it uses to supply the Services (including the Supplier Infrastructure, APIs and Systems) and may change the Services if in its reasonable opinion the Services will remain materially the same or similar, or if the change is necessary for security or technical reasons or required by law. Customer is responsible for adapting the Customer Infrastructure (including Customer created APIs) to any such changes.

(i) Source Internet will supply the Services using reasonable care and skill. Except as otherwise expressly agreed in a Service Schedule, Source Internet does not guarantee voice quality or data download speeds or other quality of service of a particular standard or that Services, Systems or APIs will be fault free or continuously available or that any message, material or communication sent via the Service will be delivered, or that Source Internet Infrastructure is a secure and confidential method of communication. Source Internet does not monitor, edit, or control, and is not responsible for, the nature, content or form of material available to be accessed via the Services or for access to or use of that material. Customer and Users transmit, access and use material via Source Internets Infrastructure at Customer's own risk.

(j) Customer is responsible for selecting, supplying and maintaining all Customer Infrastructure, testing it to ensure it will work in connection with Source Internets Infrastructure and the Services, and following Source Internets reasonable directions in relation to connection to and accessing Source Internets Infrastructure. Customer must make any upgrade or modification to Customer Infrastructure that Source Internet requires to avoid any danger, disruption or interference that it

may cause to the Services or Source internet Infrastructure or as a result of changes to Source internet Infrastructure (including the Systems and APIs) or otherwise required to ensure continued supply of the Services. Source Internet may disconnect Customer Infrastructure from the Supplier Infrastructure if in its reasonable opinion it may interfere with or disrupt it, after giving reasonable prior notice where practicable.

(k) If Customer becomes aware of a fault in the Services, it must use reasonable efforts to investigate the fault and identify whether it is Customer's or Source Internet's responsibility to remedy it. If the fault arises from Customer Infrastructure or on Customer's side of the Service Delivery Point, it is Customer's responsibility to remedy it. At Customer's request and cost, Source Internet may (but is not obliged to) assist Customer to remedy any fault for which Customer is responsible. If Customer considers that the fault is not Customer's responsibility, it must report it to Source Internet promptly in accordance with Supplier's then current processes and assist Source Internet as reasonably requested in relation to remedying it.

(l) Customer must provide Source Internet and its service providers and contractors timely and safe access to Customer's, User's and Customer's third-party premises, if required, to develop, maintain and repair the Source Internet Infrastructure and for any other reasonable purpose. Customer must procure that a suitably qualified representative of Customer is available onsite to assist and obtain any consents Source Internet may reasonably require.

(m) Each party must provide information and assistance that the other party reasonably requires to enable supply of the Services and use reasonable efforts to ensure that the information provided is accurate and complete.

(n) Source Internet may (but is not obliged to) monitor the Services. Source Internet may intercept and access communications if required or permitted by law and to provide information to government or regulatory authorities, law enforcement agencies and others and do or omit to do any other thing if required to do so by law or pursuant to a court order.

(o) Each party must cooperate as reasonably requested by the other in relation to any request or direction of a government or regulatory authority, emergency services organisation, law enforcement or other agency, or court order in relation to the Services.

(p) Source Internet, acting reasonably, may take any steps it considers appropriate to minimise any detrimental effects of high levels of demands on Source Internet's Infrastructure. Source Internet will try to give reasonable prior notice of any steps it considers are likely to impact the Services. Customer must inform Source Internet in advance of any event of which it becomes aware which would reasonably be expected to result in such high levels of demand.

(q) Customer must obtain Source Internet prior written consent before using a Service for high volume purposes (such as for an inbound call centre or calling card service).

(r) Customer is responsible for managing the number of channels and capacity of any trunks required in relation to the Services to ensure Customer delivers an acceptable grade of service to Users.

(s) If Customer purchases equipment or other goods from Source Internet, title passes to Customer on payment in full and risk passes to Customer on delivery. Customer is responsible for installation, upgrade, maintenance and repair of all equipment and goods purchased from Supplier unless expressly agreed otherwise in writing.