

Schedule 6 End Customer Agreement Terms

Where Partner acts as a Reseller, the following terms and conditions must be included in the Partners' End Customer Agreements: -

1. License term Provisions:

Initial Term:

Unless otherwise stipulated in a Quotation and Order form an Initial Term of 60-months applies automatically to all Partner Orders

Renewal Term:

Following the expiry of the Initial Term, each End Customer Agreement is subject to a Renewal Term equivalent to the Initial Term, unless the Partner provides 90 days' prior written notice to Cirrus of the End User's cancellation of their End Customer Agreement

2. Early Termination clauses:

Definitions:

Include definitions of the following as set out in this Agreement

"Initial Term" "Renewal Term" "Monthly Charges" "Call Charges", "Usage Charges"

"Termination Notice" means notification by the Customer of its intention to cancel an Order for its convenience by providing 90 days' written notice to Partner prior to the expiry of the Initial Term or any subsequent Renewal Term

2.1 "In the event of the Customer's termination of an Order within the Initial Term or any Renewal Term the Customer shall be obliged to immediately pay to Partner:

2.12 100% of the remaining Monthly Charges set out in each End Customer Agreement from the termination date to the expiry of the Initial Term or Renewal Term, and;

2.13 Call and Usage Charges from the date of the Termination Notice to the expiry of the Initial Term or any Renewal Term for any Order which shall be based on the preceding 3 months' Call and Usage Charges, or if terminated within the first 3 months following go-live, such Call and Usage Charges as shall have been reasonably anticipated by the Partner.

THE CUSTOMER HAS ACCEPTED THE PROVISIONS OF CLAUSE 2.1 AS PART OF A BARGAIN TO LOWER THE PRICE OF THE SERVICES AND UNDERSTANDS THAT THE PRICE OF THE SERVICES WOULD BE SUBSTANTIALLY HIGHER WITHOUT SUCH AGREEMENT."

3. Service Level Agreements:

Insert the following SLA for Cirrus sales to Customers where Cirrus will provide levels 1-3 support. Contact/escalation details may be modified as required where Partner is providing First line support.

Note that different SLAs may apply to other products in the Cirrus portfolio, the Partner is advised to seek SLA confirmation during the Quotation process.

Service Level Agreement (SLA)

Service Level Scope:

This Service Level Agreement covers services provided directly by partner under this Order. It is limited to the equipment, software and network infrastructure that we have direct control of. Services provided by third parties are not covered by this SLA.

SLA Performance Metrics

Our performance metrics are measured 24/7/365 by our network monitoring infrastructure which will alert, by email, text message and phone call our engineering team, who are also available 24/7/365.

Planned & Emergency Maintenance

We will need to perform planned or emergency maintenance and upgrades from time to time. You will be informed of planned maintenance at least 48 hours prior to the planned maintenance window. You will be informed of emergency maintenance at least 3 hours prior to the emergency maintenance window. Wherever possible, both planned and emergency maintenance will be scheduled for out of normal working hours, from 19:00 to 05:00 weekdays or at weekends, or whenever network demand is at its lowest. We will alert you of either planned or emergency maintenance via email.

Uptime Guarantee

We provide a monthly service uptime guarantee to you as follows:

- Core TDM Network availability: 99.999% average uptime**
- Core IP Network*: 99.99% average uptime**
- Web Services: 99.99% average uptime**

* Core IP Network Availability is defined as our edge-router infrastructure being available through our IP addresses.

** Uptime guarantees are based on normal working operation and do not cover pre-planned maintenance, emergency maintenance or downtime resulting from DDoS and DoS attacks (i.e. attacks by an external party that cause our Service availability be reduced).

SLA Under Performance

In the event we do not meet the uptime metrics set out in 1.4.5, a Service Credit will be available from us as follows. SLA service credit claims must be made in writing to info@lilycomms.co.uk within 30 days of the end of the month in which the SLA under-performance occurred and will be credited to your account within 30 days of approval. The issuance of a Service Credit is Customer's sole and exclusive remedy and Company's sole liability in respect of {partner's obligations under the Service Level Agreement.

1.4.6.1 Core TDM Network Services (CCaaS)

- >1.0% under uptime target = 15% refund of your Extended Support charges*

* All Service credits are given as percentage discounts from the Extended Support charges set out in contractual Cirrus pricing for the months in which the SLA under-performance occurred; charges for successful phone calls made by the Customer are not included in the service credits and will still need to be paid.

1.4.6.2 Web Services (Cirrus Omni)

Omni is delivered by an Amazon Web Service (AWS) private cloud. We will use commercially reasonable efforts to make the Included Products and Services each available with a Monthly Uptime Percentage (defined below) of at least 99.99%, in each case during any monthly billing cycle (the “Service Commitment”). In the event any of the Included Products and Services do not meet the Service Commitment, you will be eligible to receive a Service Credit calculated as a percentage of the contractual Cirrus pricing Service charges applicable for the duration of non-conformance as described below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

Support Service Level

The following details our customer service process. This is available for service affecting issues only; non-service affecting issues will be dealt with during 08:30-17:30 Monday to Friday with a response within 24 hours.

Service requests

Service Requests can be raised by email (info@lilycomms.co.uk) or phone (0343 507 1111).

Target Response Time for Service Requests

The Company will acknowledge your service request within 3 working hours of it being raised by forwarding you a unique case number generated by our support portal.

Target Resolution Time for Service Requests

Resolution times are dependent on the nature of the request; however, we will use our reasonable endeavours to resolve your request within 4 working hours of acknowledgement.

Faults

Faults should be raised by phone (0343 507 1111). Customers with 24-hour support contracts will be assigned a dedicated support phone number that will route to their dedicated care team.

Target Response Time for Faults

The Company will acknowledge your fault within 30 minutes of it being raised. Where a fault occurs out of hours, a unique case reference number generated by our support portal will be made available during the Business Day.

Target Resolution Time for Faults

Resolution times are dependent on the nature of the fault; however, we will use our reasonable endeavours to resolve faults within 2 hours of acknowledgement.

4. Payment clauses:

Defined terms in brackets should be replaced with the reseller contract equivalents. For clarity, the defined terms are as follows:

“Concurrent License” means a license for the use of the Services configured to be used by multiple users, but never by more than one user at any time.

“Named User License” means a license for the use of the Services per user entered into the Management System.

“Fair Use Policy” means the defined limits applicable to Named User bundled pricing, details of which may be found in a Quotation or as notified to you on the Management System.

All Set-Up Charges, as set out in an Order, are payable at the point of our acceptance of the Order, or, if agreed and reflected in the Order as an Amortized Set-Up Charge, commencing upon the acceptance of an Order and are non-refundable.

Monthly Charges, Call Charges and Usage Charges shall be invoiced monthly in arrears. Monthly charges for Concurrent Licenses are billed as daily units, pro rata for the number of days in any given calendar month. Monthly Charges for Named User Licenses are billed as non-divisible monthly units and where applicable are subject to the Fair Use Policy as stipulated in a Quotation. If a Named User License exceeds the Fair Use Policy in any month, the difference between the actual usage and the Fair Use Policy shall be billed monthly in arrears based on the relevant Usage Charge rates.

All Monthly Charges and the date from which the Monthly Charges shall commence are as set out in an Order.

If any Monthly Charges become payable within the month, the charges for that month will be calculated pro-rata from that date.