

ADDENDUM

CPS Reseller

This Addendum is part of Agreement, Reference: ICUK07_____ in the name of _____

ICUK is an International Communications company that provides manual and automatic CPS services to Resellers and Customers, and the said referenced party wishes to obtain those services from ICUK in accordance with the terms of this full Agreement and further defined hereafter.

ADC 1. DEFINITIONS:

All previous definitions in this agreement are utilised in conjunction with this Addendum in relation to the CPS service, defined herein, unless the context otherwise requires:

1.1 "Agreement" refers to the conditions contained herein and with said agreement referenced above along with any applicable application form, AUP and related Terms and conditions.

1.2 "Access Line" refers to the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Premises as notified by the Reseller to ICUK;

1.3 "Act" refers to the Telecommunications Act 1984;

1.4 "Commencement Date" means the date when the Reseller or Customer first receives the live Service.

1.5 "PPM" Refers to Pence Per Minute (Sterling)

1.6 "PPC" Refers to Pence Per Call (Sterling)

1.7 "CPS" Refers to "Carrier Pre Selection" service; the CPS Service provided by ICUK under the terms of this Agreement to the Reseller on the service number(s) the Reseller has nominated, enabling the End User to make calls over the Fixed Line Network using the CPS Service and any related services

1.8 "Fixed Line Network" means the telecommunications network(s) over which ICUK provides the CPS Service;

1.9 "Tariff"

Referring to the PPM or PPC that the Reseller typically pays ICUK when placing calls through ICUK. A Resellers wholesale rate sheet is available from the Resellers Control panel or by request.

1.10 "ICUK System" means the telecommunication system which ICUK runs and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, ICUK from a third party

1.11 "Person" means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;

1.12 "Restricted Information" means any information which is disclosed to one party to this Agreement by the other pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);

1.13 "Services" hereafter and related to this addendum means those manual and automatic CPS and all related services as described on the date hereof and within the Company's website www.icukhosting.co.uk together with any increased or improved services of such nature that may be provided by the Company.

ADC 2. GENERAL:

2.1

References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2

The headings within this Addendum are for convenience only and shall not affect its interpretation.

ADC 3. PROVISION OF SERVICE:

3.1

ICUK will provide the Service to the Reseller in accordance with the Conditions of this Agreement and addendums and within the Term and Conditions found on the ICUK website in relation to the reseller's customers.

3.2

The Reseller must make sure that his customer must have an Access Line with the Physical Characteristics in order to receive the Service. If his Customer changes from the Physical Characteristics, ICUK cannot be held responsible if the Customer is no longer able to receive the Service.

3.3

Except as otherwise expressly permitted in these Conditions, and in addition to other restrictions herein, the Reseller may not:

3.3.1 Transfer rights to the use of the Service to any third party, whether in whole or in part;

3.3.2 Disclose Service features, errors or viruses to any third party without the prior written consent of ICUK;

3.3.3 Use the Service except in conjunction with ICUK recommended operating environment, notified by ICUK or modifies the Service without ICUK prior written consent.

3.3.4 ICUK reserves the right to change the Customer's password at any time at its sole discretion.

3.4

We shall provide the CPS Service to the Customer in accordance with this Agreement. We will endeavour to connect the Resellers Customer/s to the CPS Service within 15 working days of our receipt of the Resellers acceptable application for and on behalf of the Resellers End User. In the event of circumstances beyond our control we do not warrant or guarantee that the Customer will be connected to the CPS Service by said period. Once connected, the Customer will be able to access the CPS Service and (subject to clause 27 in the Agreement) the Reseller shall be liable for any Charges incurred as a result of the CPS Service being accessed by his Customers.

3.5

The CPS Service is made available to the Reseller on the condition that the Resellers Customer does not: (i) without our prior written consent, re-supply, resell or otherwise make the CPS Service available to any person on an arms-length commercial basis; or (ii) use the CPS Service or allow the CPS Service to be used for any purposes outlined in clause 9.1 (vi) within main agreement.

3.6

The Reseller hereby irrevocably authorises us to act on the Resellers behalf in all dealings with the operator/ carrier/service provider of any telecommunications network or system in connection with any matter that enables us to provide or to continue to provide the Reseller with the CPS Service. The Reseller also hereby irrevocably authorises us to give all notices, nominations and other authorisations that are necessary for us to provide the CPS Service from its providers.

3.7

ICUK may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. ICUK will give the Reseller as much notice as possible of any planned interruption of the Reseller's Service. In these circumstances The Reseller shall have no claim against ICUK for any such interruption.

3.8

ICUK cannot guarantee that the CPS Service will be free of faults or interruptions, timely or secure to the extent the CPS Service may be affected by things out of our control or jurisdiction, such as (without limitation) lack of network capacity, physical obstructions or atmospheric conditions.

3.9

It is the Resellers responsibility to ensure the customer/end user is made aware that is the Customer/End User's responsibility to check the compatibility of the CPS Service with any monitored alarm system(s) the Customer may have and the Customer should check this with its monitored alarm system provider(s). If we suspend the provision of the CPS Service under this Agreement it will affect the operation of the Customer's

monitored alarm system(s). ICUK do not accept any liability in connection with the Resellers Customer's use of a monitored alarm system with the CPS Service.

ADC 4. RESELLERS USE OF SERVICE:

4.1.

The Reseller must, at all times, ensure that the CPS Service is used in accordance with this Agreement and any other instructions we give to the Reseller from time to time.

4.2.

The Reseller or any other person using the CPS Service with the Resellers' permission, does not comply with any provision of this agreement and its addendums, the Reseller will indemnify us for any claims, losses, damages, costs, liabilities and expenses (including, without limitation, any legal costs and expenses) which we may suffer or incur as a result of any such non-compliance. If the Reseller discovers that someone else has used the CPS Service supplied to the Reseller without the Reseller's or our permission, the Reseller must notify our customer services team at the first possible opportunity, the Reseller will be liable for any losses suffered or incurred by the reseller as a result (unless there is clear evidence of fraud).

4.3.

The Reseller must at all times keep any password or PIN number for the Customer's account confidential and secure as described under the Data Protection Act as outlined in clause 13 of the main agreement.

4.4.

The reseller agrees that all the Resellers web site activities and programmatic actions which can be traced to its control panel username and password are deemed as having been performed by the Reseller itself and are legally binding on it.

ADC 5. AUTHORISATIONS AND AUTHENTICATION

5.1.

The Company will issue a username and password to the Reseller via e-mail if not already issued for another service. This login information will serve as identification of the Reseller and all services attached to and within its control panel to the Company, when accessing the Company's CPS services, either via its web site or through its programmatic interfaces. The Company will perform no further authentication of the Resellers End User identity.

5.2.

The Reseller is responsible for careful use and storage of the username and or password issued by ICUK for the resellers customers. The Reseller must at all times keep any password or PIN number for the Customer's account confidential and secure, and the Reseller must tell us immediately if any such password or PIN number is disclosed to any unauthorised person. The Reseller acknowledges that: (i) we may disclose any information in connection with the Resellers account to anyone who correctly quotes the Resellers and or Customer's password or PIN number; and (ii) our automated invoice payment, other invoice-related reminders and/or other information announcements may be heard by anyone accessing the CPS Service.

5.3.

If misuse or theft of the login information is suspected, the Reseller agrees to immediately notify ICUK in order to suspend the resellers and or Customer(s) account and take other appropriate measures deemed necessary by ICUK. The Company shall not be liable for losses or other consequences arising out of such misuse.

ADC 6. RISKS

6.1.

The Reseller acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The Reseller agrees to accept and bear full responsibility arising from such risks and the consequences of the Resellers usage of ICUK CPS Service herein and contravening clause 5 within this agreement.

ADC 7. RESELLERS LIABILITY:

7.1.

The Reseller agrees to abide to all laws and regulations applicable services provided by him. The Reseller shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

7.2.

The Reseller acknowledges and warrants that the Service shall be used in the way intended and defined within this agreement and related addendums. Therefore the Reseller shall comply with all relevant rules, regulations and conditions as in defined in clause 3 herein, regarding treatment, use and exploitation of private personal data and other personal information of the potential End User. Such compliance shall include without limit, the right for the recipient to be informed and their right to access this information and to modify it or to "opt out" completely of the Resellers database along with the manner in which they can request this.

7.3.

The Reseller must not invite the Resellers Customer to call back on a premium rate number. It is the Resellers full responsibility if the Reseller service breaks any appropriate regulatory bodies rules, regulations or guidelines.

7.4.

The Reseller hereby agrees to indemnify and hold ICUK, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of the Resellers services, use of the services, connection to the Services, breach of this Agreement and or the Resellers violation of any rights of any other Person or Persons.

ADC 8. PRICING AND PAYMENT:

8.1.

ICUK shall provide the Reseller with the Service for the fees as defined in writing and or the availability through the control panel or ICUK website. These fees are payable in advance from the start of the Minimum Period of service. Payment will be due on the date specified on the invoice.

8.2.

ICUK will invoice the Reseller for the CPS Service in accordance with the relevant terms, tariffs, rules and Charges applying at the time the CPS Service is used. A Reseller will be charged for the CPS Service in accordance with our corresponding wholesale Reseller tariff and all other fees predetermined within this agreement and or by writing. All charges to the Reseller will be invoiced monthly unless otherwise defined herein. We may vary invoicing frequency or demand payment at any other time by giving the Reseller prior written notice.

8.3.

The CPS Resellers fee as specified to you in writing, website or through your control panel, is payable in advance by credit card or as reference in clause 6.5 of the main agreement

8.4.

All fees are subject to change with CPS as defined herein. In the event that the ICUK increases its fees, you will receive prior notice as determined within the agreement.

8.5.

ICUK may vary any Charges and/or charge to the Reseller any taxes or duties imposed in relation to the CPS Service at any time by posting the resulting price changes on our website or Control Panel. We will give Resellers at least 5 calendar days' notice before any price change.

8.6.

Unless agreed in writing, payment is due for any use of the CPS Service and the Reseller must pay in full any invoice for Charges by the due date specified in the invoice without any set-off or deductions.

All fees are subject to change with CPS as defined herein. In the event that the ICUK increases its fees, you will receive prior notice as determined within the agreement.

ADC 9. INTELLECTUAL PROPERTY RIGHTS:

9.1.

It is agreed and acknowledged by the parties that all communication media and systems associated with the web site www.icukhosting.co.uk, the control panel and the underlying services remain the property of the Company, its suppliers or partners as appropriate. By using the services, the Reseller shall not obtain any rights in the infrastructure, content, Intellectual Property, or software associated with the services.

9.2.

To run in conjunction with clause 7 of the Resellers agreement.

ADC 10. AGREEMENT AND ADDENDUM AMENDMENTS:

10.1.

ICUK reserve the right to add to and/or amend the Conditions at any time. Such changes shall be notified to the Reseller by posting in the Legal section of ICUK's Web site. Changes in this manner shall be deemed to have been accepted if the Reseller and or Customer's continue to use the Service after a period of Fourteen (14) days from the date of posting on the Web site.

ADC 11. DURATION AND TERMINATION:

11.1.

This Addendum shall come into force on the date hereof and continue thereafter and associated with said agreement unless and until terminated by either party in reference to clause 27 including sub clauses of said agreement.

ADC 12.13 SEVERABILITY

12.1.

If any of the provisions of this Agreement and Addendums is found by any Court to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and Addendums and the remaining provisions of this

For and on Behalf of:-

Company: _____

Signature: _____

Date: _____