

DIRECT ROUTING TRIAL AGREEMENT (the "Agreement")

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE PROCEEDING. THIS AGREEMENT LICENSES THE USE OF THE TRIAL SERVICE TO YOU AND CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. BY PROCEEDING WITH THE TRIAL SERVICE YOU ARE AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT.

"Company" means TeleWare Plc.

'Trial Service' means the Company Direct Routing Product covered by and subject to the terms of this Agreement, all related documentation and all related updates supplied by the Company to You.

"You" means the company or other entity provisioned to use the Trial Service by signing this Agreement, located in the UK, and "Your" shall be construed accordingly.

1. This Trial Service includes a maximum of 5 UK DDI numbers and a total of 1000 minutes calling time to UK landline numbers and UK mobile numbers.
2. This Agreement authorises You to use the Trial Service on your own Microsoft Teams tenancy and using your own Microsoft licences (minimum 365 SKU licence with phone system) for evaluation and demonstration purposes only, which for the avoidance of doubt shall mean that the use of the Trial Service for the provision of services to third parties including trial periods to such third parties is strictly prohibited.
3. This Trial Service shall continue for a 30 day period commencing on the date the Trial Service is first available or until terminated by the Company at its sole discretion immediately without notice.
4. You agree that all rights not specifically and expressly granted to You under this Agreement are reserved for the Company.
5. You must comply at all times with the Company instructions in respect of the Trial Service, and You must at all times comply with all applicable laws (including the OFCOM General Conditions of Entitlement), statues, bye-laws, regulations, orders, regulatory policies, guidance, standards or industry codes, rules of court or directives or requirements of any government or regulatory body, delegated or subordinate legislation or notice of any government or regulatory body and the common law and the law of equity as applicable to the Trial Service from time to time.

6. You may not decompile, reverse engineer, disassemble, copy or otherwise tamper with the Trial Service unless allowed by law. You may not modify, sell, rent, transfer, resell for profit, distribute or create derivative works based upon the Trial Service or any part of it.
7. You agree to indemnify and keep the Company indemnified against all loss, damage, costs and expenses arising from Your failure to comply with the provisions of this Agreement.
8. The Company shall at all times retain ownership of the intellectual property and confidential information (including any trade secrets) in the Trial Service. You acknowledge that the Company's Trial Services (including software) and all related documentation may contain substantial trade secrets of the Company.
9. The Trial Service is provided to you free of charge (subject to the other provisions of this Agreement), and on an 'AS IS' basis, without any warranty of any kind from us including, without limitation, a warranty of satisfactory quality, fitness for a particular purpose or non-infringement of intellectual property rights.
10. The Company shall not be liable (death or personal injury excepted) for any indirect, special, incidental or consequential damages (nor for any damages for loss of business, loss of profits, loss of anticipated savings or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if the company has been advised of the possibility of such damages. The limited warranty and limited liability set forth above are fundamental elements of the basis of the bargain between the Company and You. You agree that we would not be able to provide the Trial Service on an economic basis without such limitations.
11. This Agreement is made under English law and the parties submit to the jurisdiction of the courts of England and Wales.