



Supplementary terms for the supply of SIP Trunking Services

The Services set out in this Supplement shall be supplied by Callable to the Reseller on the terms and conditions set out in Callable's General Terms and Conditions and the terms and conditions of this Supplement. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in this Supplement.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Line' means connection that is provided to the Reseller by Callable under the terms of this Agreement.
- 1.2 'Call' means a signal, message or communication that is silent, spoken or visual on a Line that provided to the Reseller by Callable under the terms of this Agreement.
- 1.3 'Service Limitations' means the Service Limitations set out in the Order.
- 1.4 'Company'
- 1.5 'Customer Premises Equipment' ('CPE') means network equipment provided by Callable which shall be located at the Reseller's premises, including, but not limited to network terminating equipment, routers and media gateways.
- 1.6 'Telephony Services' means SIP Trunking-based telephony services, as set out in the Schedule.
- 1.7 'Telephony Equipment' means routers, private branch exchanges and telephone handsets, which for the avoidance of doubt, shall not be provided under the terms of this Agreement
- 1.8 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including but not limited to breaching network security and accessing private branch exchange services or using or selling long distance credit card codes.
- 1.9 'Fraud Alert Service' means the service provided by Callable to monitor Call volumes and profiles and to alert Reseller in the event of potentially fraudulent activity.
- 1.10 'Core Network' means the communications equipment and communication lines and circuits provided by Callable excluding the Access Services, the Public Internet and the Customer Premises Equipment, for the provision of the Telephony Services.
- 1.11 'Access Services' means the physical connection between the Reseller's site and the Core Network, which for the avoidance of doubt, are not provided under the terms of this Supplement.
- 1.12 'SIP Trunking Platform' means Callable's Core Network-located gateway which provides routing for Calls.
- 1.13 'Exchange' means the local point of presence in the Core Network.
- 1.14 'LAN' means local area network situated at the Reseller's site(s) and under the control of the Reseller.
- 1.15 'PBX' means private branch exchange situated at the Reseller's site(s) and under the control of the Reseller.
- 1.16 'Public Internet' means the worldwide network that the Core Network is connected to at an internet-exchange point of presence.
- 1.17 'PSTN Line' means an analogue telephone Line that is connected to the public switched telephony network via the local loop.
- 1.18 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.19 'Planned Maintenance' means any period of maintenance for which Callable has provided prior notice, as set out in the attached Service Schedule.
- 1.20 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, Callable is unable to provide prior notice of.

- 1.21 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.22 'General Conditions' means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act.
- 1.23 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.24 'End User' means a user of the Services subscribed to by the Reseller or Reseller's Customer.
- 1.25 'Emergency Call' means a Call made to either '999' or '112'.
- 1.26 'Emergency Services Organisation' means emergency service organisation including police, fire brigade and ambulance service.
- 1.27 'Ofcom' means the Office of Communications or any competent successor.
- 1.28 'Regulator' means Ofcom or the organisation to which Ofcom has delegated its responsibility for the regulation of premium rate services, or any competent successor thereof.
- 1.29 'Number Translation Services' ('NTS') means the service to provide non-geographic numbers.
- 1.30 'Subscriber Number' means the number(s) allocated by Callable for use by the Reseller.

2. TERM

- 2.1 This Agreement will be effective from the Commencement Date and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 This Agreement shall continue to run ('Additional Term(s)') after the expiry of the Minimum Term. The duration of the Additional Term shall be the same as the Minimum Term. Callable shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Reseller of changes to charges and any other changes to the terms of this Agreement. In the event that:
 - 2.2.1 The Reseller serves notice to terminate this Agreement in accordance with clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or Additional Term thereafter;
 - 2.2.2 The Reseller notifies Callable of acceptance of changes, the Agreement shall continue in force for an Additional Term;
 - 2.2.3 The Reseller fails to notify Callable of acceptance of changes and fails to serve notice to terminate, such failures to notify Callable shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

3. PROVISION OF SERVICES

- 3.1 The Services comprise Telephony Services as set out in the Order and described in the attached Service Schedule. Callable shall use reasonable endeavours to provide the Services twenty-four hours per day, subject to the limitations expressed in this Agreement.
- 3.2 Callable shall use reasonable endeavours to provide each of the Services set out in the Order to the Reseller, subject to acceptance of the Reseller's Order, from the RFS Date. During the Run-Up Period, Callable shall carry out the necessary pre-service provision activities and agreement of the RFS Date with the Reseller.
- 3.3 The Services provided shall include those of the following as set out in the Order:
 - 3.3.1 The provision of SIP Trunking Telephony Services(s);
 - 3.3.2 The provision of Subscriber Numbers and directory entries as specified by the Reseller;
 - 3.3.3 The porting of existing geographic numbers (subject to the existence of appropriate porting agreements), and subject to Callable's Number Management Policy;
 - 3.3.4 The provision of services to enable the Reseller to make and receive Calls via the SIP Trunking Platform, the Public Internet and the PSTN;
 - 3.3.5 The provision of Number Translation Services;

- 3.4 During the term of this Agreement, Callable shall be entitled to:
- 3.4.1 Change the technical specification of the Telephony Services for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Telephony Services;
 - 3.4.2 Make alterations to the Telephony Services (including, but not limited to, conversions, shifts, renumbers and reconfigurations). Such alterations may result in temporary disruption to the Telephony Services and Callable will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
 - 3.4.3 Monitor the profile of Calls made and received using the Telephony Services for potential fraudulent or bad faith use and if in Callable's reasonable opinion, such Calls are adversely affecting the Telephony Services, may suspend the provision of the Telephony Services.
- 3.5 In addition to its obligations set out the Reseller Terms and Conditions attached hereto, Callable also warrants that it and its suppliers shall comply with the General Conditions and any Special Condition applicable under the terms of the Communications Act.
- 3.6 Callable cannot guarantee and does not warrant that the Telephony Services will be free from interruptions, including but not limited to interruption of the Telephony Services for operational reasons, interruption of the Telephony Services for emergency reasons or degradation of the quality of the Telephony Services.

4. ACCEPTABLE USE

- 4.1 The Reseller agrees to use the Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by Callable from time to time.
- 4.2 The Reseller agrees to ensure that the Telephony Services are not used by its End Users to:
- 4.2.1 Make abusive, defamatory, obscene, indecent, menacing, disruptive, nuisance or hoax Calls, email or other communications;
 - 4.2.2 Send or knowingly receive Calls, emails, uploads or other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
 - 4.2.3 Send or knowingly receive material that is abusive, defamatory, obscene, indecent, menacing or disruptive;
 - 4.2.4 Send or knowingly receive data in such a way or amount so as to adversely affect the Core Network or SIP Trunking Platform (or any part thereof) which underpins the Services, its suppliers or third parties;
 - 4.2.5 Carry out any fraudulent, criminal or otherwise illegal activity, including but not limited to Artificial Inflation of Traffic;
 - 4.2.6 Enable any other party or service provider to route Calls, emails or other communications through Callable's Core Network or SIP Trunking Platform;
 - 4.2.7 Obtain access to restricted areas of the Core Network;
 - 4.2.8 In any manner which in Callable's reasonable opinion brings Callable's name into disrepute;
 - 4.2.9 Engage in conduct which amounts to improper or persistent misuse of a public telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
 - 4.2.10 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.11 Falsify true ownership of software or data contained in a file that the Reseller or End User makes available via the Telephony Services;
 - 4.2.12 Falsify user information or forge addresses;
 - 4.2.13 Act in any way which threatens the security or integrity of any computer system;
 - 4.2.14 Violate general standards of internet use, including but not limited to denial of service attacks, web page defacement and port or number scanning.

5. RESELLER'S OBLIGATIONS

During the term of this Agreement, the Reseller shall:

- 5.1 Pay all additional charges levied by Callable, including but not limited to those arising from Call charges incurred by the Reseller:
 - 5.1.1 The Reseller undertakes to pay all Call Charges including those incurred by unauthorised access to or use of the Telephony Services, including but not limited to use of unbarred premium rate numbers and rogue diallers.
- 5.2 Not route Calls via an alternative supplier. It is a condition of this Agreement that the Reseller shall route all Calls through Callable's SIP Trunking Platform and if the Reseller intentionally breaches or permits the Reseller's Customer to breach this condition, Callable shall be entitled to:
 - 5.2.1 Terminate the Agreement and recover all costs and damages; and / or
 - 5.2.2 Recover from the Reseller, by way of liquidated damages the loss of revenue suffered by Callable, as reasonably estimated by Callable.
- 5.3 Ensure that adequate resilience is in place in the event of a power failure, including, but not limited to having the means to make emergency calls.
- 5.4 Ensure that all reasonable measures to minimise Toll Fraud are made, as set out in clause 12 hereof.
- 5.5 If the Reseller has subscribed to Call Recording services, the Reseller shall ensure full compliance with the statutory requirements for the use of such service.
- 5.6 If Callable receives notification of a copyright infringement report, a request to provide a copyright infringement list, an order to impose a technical restriction or any other notice, request or order made under the Communications Act, the Reseller will do everything reasonably required by Callable to ensure that Callable will be in compliance with their respective obligations under the provisions of the Communications Act and any code adopted by Ofcom in respect of the provision of the Services.
- 5.7 Agree that in all instances where it attaches Equipment to the Telephony Services that such Equipment shall be technically compatible and conforms to the relevant standard or approval for the time being designated under the Communications Act, the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 or any instruction issued by Callable in relation thereto.
- 5.8 Accept that if it attaches Equipment that does not comply with the provisions of sub-clause 5.8 and such Equipment in the reasonable opinion of Callable is causing disruption to the Telephony Services, Callable shall be entitled to suspend the provision of the Telephony Services forthwith.
- 5.9 Provide a LAN at each Reseller site, the performance of which conforms to the requirements for delivery of the Telephony Services, as set out in the Annex to the attached Service Schedule.
- 5.10 Not copy, reverse engineer or modify any software or copy any manuals or documentation provided by Callable under the terms of this Agreement.
- 5.11 Co-operate reasonably with Callable's supplier if the supplier directly contacts the Reseller to make or change appointments or to request information in respect of an installation or Fault.
- 5.12 If the Reseller subscribes to a service that provides music on hold and the Reseller uploads music files, the Reseller agrees to obtain all necessary licences and permissions as may be required and indemnifies Callable against any and all claims that may be brought against Callable resulting from the use of such music files.
- 5.13 Comply with all applicable laws and regulations, including, but not limited to data protection and voice over IP and codes of conduct, including but not limited to those issued by Ofcom or the Regulator.
- 5.14 If the Reseller elects to configure the Telephony Equipment to present the Calling Line Identity when an outgoing Call is made, the Reseller shall:
 - 5.14.1 Ensure that the CLI is of a national significant format, is allocated to the Reseller and that the Reseller possess all necessary permissions in respect of the Line;
 - 5.14.2 Ensure that if the CLI is not allocated to the Reseller, the Reseller possesses current written consent for its use by the allocated owner and if such consent is revoked, immediately notify Callable;
 - 5.14.3 Ensure that under the terms of the CLI code of practice, the CLI presented is allocated to the Reseller, is in use, connected to a terminal and is capable of receiving Calls;

- 5.14.4 Ensure that the functionality is used in accordance with any other provisions of the CLI guidelines published by the Regulator from time to time, and expressly the CLI shall not be:
- a) A premium rate number prefixed 09;
 - b) A number that connects to a revenue sharing number that generates excessive or unexpected Call charges.
- 5.15 If the Reseller uses auto-diallers to make Calls via the Telephony Equipment, the Reseller agrees to comply with the Privacy and Electronic Communications Regulations and guidelines issued by the Regulator from time to time.
- 5.16 Acknowledge that Callable shall be entitled to suspend or terminate the Services forthwith if the Reseller breaches the terms of sub-clauses 5.2, 5.5, 5.8, 5.12, 5.14 and 5.15 and hereby indemnifies Callable against any claims arising from such breach.

6. CALLABLE'S OBLIGATIONS

During the term of this Agreement, and subject to the performance by the Reseller of its obligations hereunder, Callable shall:

- 6.1 Provide the Services set out in this Agreement, subject to any Service Limitations set out in the Order and Schedule.
- 6.2 Provide to the Reseller with copies of documentation required to assist its use of the Telephony Services and access to where such documentation exists only on a web interface.
- 6.3 Respond to Fault reports made by the Reseller and make reasonable endeavours to resolve any Fault that occurs within the Telephony Services or is directly caused by Callable, its employees, agents, subcontractors or suppliers.
- 6.4 Make reasonable endeavours to provide the Telephony Services by the RFS Date, but shall have no liability in the event of failure to do so.
- 6.5 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons Callable may place on the Telephony Services.
- 6.6 Comply with the Reseller's requirements regarding telephone directory listing, as set out in the Order.
- 6.7 Subject to the appropriate number porting agreements being in place, make reasonable endeavours to comply with the Reseller's requests for number porting and sub-allocation.

7. INDEMNITIES

- 7.1 The Reseller agrees to indemnify, defend and hold harmless Callable from and against any liabilities, actions, losses damages, judgements, costs, fines, claims or expenses incurred by Callable or legal proceedings which are brought or threatened against Callable by a third party in the event of:
- 7.1.1 Faults in the Telephony Services;
 - 7.1.2 The Reseller being or having been in breach of clause 4 or sub-clauses 5.5, 5.8, 5.12, 5.14, and 5.15 hereof;
 - 7.1.3 Any fraud except by Callable;
 - 7.1.4 The Reseller not having given permission for Callable, its subcontractor or supplier to carry out work at the Reseller's site.
- 7.2 If Callable becomes aware of any claim as set out in sub-clause 7.1 it shall:
- 7.2.1 As soon as reasonably practical, notify the Reseller of such claim;
 - 7.2.2 Make no admission relating to such claim or legal proceedings without agreement of the Reseller, such agreement not to be unreasonably delayed or withheld;
 - 7.2.3 Consult with the Reseller regarding the conduct of any action and have due regard for the Reseller's representations and not agree any settlement, legal proceedings or make any payment by way of liquidated damages without the prior written agreement of the Reseller, such agreement not to be unreasonably delayed or withheld.
- 7.3 Subject to the limitations in Clause 10 of the Reseller Terms and Conditions, each party (the first party) to this Agreement will fully indemnify and hold harmless the other from any claim or liability whatsoever from a third party arising directly or indirectly from the failure of one of the first parties to obtain or

maintain any of the licences, approvals, authorisations or consents as set out in sub-clauses 5.2 and 6.7 of the Reseller Terms and Conditions.

- 7.4 Callable will indemnify the Reseller against all claims and proceedings arising from infringement of any intellectual property rights by reason of Callable's provision of the Services to the Reseller, PROVIDED always that such claims or proceedings are not caused by the Reseller:
- 7.4.1 Using the Telephony Services in conjunction with other Equipment or software or any other service not approved by Callable;
 - 7.4.2 Modifying or altering any Equipment or configuration thereof without the prior written consent of Callable;
 - 7.4.3 Using the Telephony Services otherwise than in accordance with the terms of this Agreement.

8. GENERAL

- 8.1 The Reseller acknowledges that title to the Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by Callable and the Reseller agrees to procure in its contracts with its customers that its customer(s) shall not to sell, transfer or otherwise re-allocate the numbers to a third party.
- 8.2 Upon written notice given by Callable's supplier, Callable's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to the supplier or to its nominee.
- 8.3 Callable has no control over the data delivered to the Reseller over the Lines provided by Callable and therefore cannot accept liability for loss or damage caused by malicious data including, but not limited to viruses, Trojan horses or spam.
- 8.4 If an appointment is made with the Reseller for a visit to site and that at the appointed time Callable is unable to access the Reseller's site, or the appointment is otherwise broken by the Reseller, Callable shall be entitled to charge the Reseller at the rate set out in the Tariff.
- 8.5 If Callable carries out work in response to a Fault reported by the Reseller and Callable subsequently determines that such Fault either was not present or was caused by an act or omission of the Reseller, Callable shall be entitled to charge the Reseller at the rate set out in the Tariff.
- 8.6 Callable shall not be responsible for the programming, configuration or management of any Customer Premises Equipment that has not been provided by Callable.
- 8.7 Callable may at its sole discretion implement traffic management measures, which may include, but are not limited to bandwidth restrictions on heavy users of contended services, with the purpose of maintaining the quality of service of the wider group of users of the Telephony Services.

9. TERMINATION

- 9.1 In addition to the provisions of Clause 11 of the Reseller Terms and Conditions, this Agreement may also be terminated:
- 9.1.1 By either party by giving the other not less than ninety days' notice in writing to terminate at the end of the Minimum Term or at the end of any Additional Term thereafter;
 - 9.1.2 By the Reseller by giving twenty one days' notice in writing if Callable makes changes to the terms of this Agreement which are materially disadvantageous to the Reseller (for the avoidance of doubt, not including changes to charges) PROVIDED THAT such notice is given within twenty eight days of the effective date of the change(s).
 - 9.1.3 Forthwith by either party during the Run-Up Period if Callable discovers technical issues including location of the Reseller's site, which prevent it from being able to provide the Services or part thereof;
 - 9.1.4 By Callable if its supplier ceases to provide the Services.
- 9.2 In the event of termination of this agreement, howsoever occasioned, the Reseller shall be responsible for:
- 9.2.1 Arranging for services to be provided by an alternative supplier; and
 - 9.2.2 Payment of any charges due to Callable arising from the Reseller's failure to arrange for services to be provided by an alternative supplier.

- 9.3 On termination, all Subscriber Numbers allocated to the Reseller under the terms of this Agreement shall be transferred to Callable and subject to the appropriate number porting agreements are in place, may be transferrable to the Reseller's new supplier.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation and setup, including number porting and sub allocation, shall be raised by Callable immediately following the Commencement Date, invoices for fixed periodic charges shall be raised in advance of the relevant period and invoices for all Call Charges, whether made with the authorisation of the Reseller or not and any other incurred charges, during the relevant period shall be raised in arrears. The invoicing period is set out in the Order.
- 10.2 Callable shall commence charging for the Telephony Services from the RFS Date, regardless of the date on which the Reseller commences use of the Telephony Services. If the RFS Date does not correspond with Callable's invoicing period as set out in the Order, Callable shall charge the Reseller at a pro-rata rate for the first invoicing period.
- 10.3 Except in the case of demonstrable error, all charges will be calculated in accordance with data collected by or on behalf of Callable.
- 10.4 Charging for a Call shall commence from when an answer signal is received and cease when a release signal is received.
- 10.5 Call charges are based on number of seconds duration, rounded up. Call charges are set out in the Order and Tariff.
- 10.6 Calls made by the Reseller to numbers prefixed 0800, 0808, 03 and 0500 will be free of charge.
- 10.7 The Reseller acknowledges that the prices quoted in Callable's literature and on the Order are estimates based on the rates prevailing at the time the Order is placed and as such are subject to change and the rate charged will be the rate in force at the RFS Date.
- 10.8 The Reseller acknowledges that the charges for the Minimum Term are calculated by Callable in consideration inter alia of the setup costs to be incurred by Callable and the length of the Minimum Term offered.
- 10.9 The Reseller agrees that the Reseller shall be liable for termination charges, which shall be paid by way liquidated damages in the event that:
- 10.9.1 The Reseller terminates this Agreement at convenience prior to the end of the Minimum Term or Callable terminates this Agreement prior to the end of the Minimum Term by reason of the Reseller's un-remedied breach of the terms of this Agreement, the Reseller shall be liable for:
- a) Payment of all outstanding installation charges, including repayment of any discount that may have been applied;
 - b) Payment of all Services charges and Equipment rental charges due up to the end of the Minimum Term.
- 10.9.2 The Reseller terminates this Agreement at convenience prior to the end of any Additional Term or Callable terminates this Agreement prior to the end of any Additional Term by reason of the Reseller's un-remedied breach of this Agreement, the Reseller shall be liable for payment of all Services charges and Equipment rental charges due to the end of the current Additional Term;
- 10.10 The Reseller shall not be liable for termination charges if this Agreement is terminated by:
- 10.10.1 The Reseller at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Reseller properly serves written notice to terminate, in accordance with Clause 9 of this Supplement and Clause 11 of the General Terms;
- 10.10.2 The Reseller or Callable during the Run-Up Period by reason of Callable becoming aware that will be unable to provide the Services or part thereof;
- 10.10.3 Callable at any time if it can no longer provide the Services or part thereof;
- 10.10.4 The Reseller by reason of Callable's un-remedied breach of the terms of this Agreement;
- 10.10.5 The Reseller if Callable or its supplier makes changes to the Services which materially adversely affect the Reseller;

10.10.6 The Reseller if Callable makes changes the terms of this Agreement which are materially disadvantageous to the Reseller PROVIDED THAT the Reseller complies with the provisions of sub-clause 9.1.2 hereof.

10.11 The Reseller acknowledges and agrees that all Calls that are routed through Callable's SIP Trunking Platform shall be charged by Callable and if Calls are routed through any other supplier's network by any means of indirect access, the Reseller shall be solely responsible for payment of other supplier's Call charges.

11. LIMITATIONS

11.1 The Reseller acknowledges that some number ranges may not be supported by Callable and may not be used in conjunction with the Telephony Services and that the porting of numbers may be subject to agreements that are or are not in place between Callable's supplier and the previous or current number range holder.

11.2 Under the terms of this Agreement, Callable shall have no responsibility for, or liability in relation to the Customer's LAN and the performance thereof.

11.3 Callable does not issue or control the IP address to be used with the Telephony Services. Access to any use thereof is authorised and controlled by the relevant internet authorities and if the address ceases to be available, Callable shall be entitled to withdraw or change such.

11.4 The Reseller acknowledges and agrees that Callable shall be entitled to withdraw any CLI that has been allocated to the Reseller but has remained unused for a period of three months; and the Reseller agrees:

11.4.1 Not to redirect any unused CLIs to live CLI, fax, voicemail or recorded message services;

11.4.2 That Callable or its supplier shall be entitled to check that allocated CLIs are in proper use.

12. TOLL FRAUD

12.1 The Reseller is exclusively responsible for the prevention of Toll Fraud.

12.2 The Reseller shall pay all Rental and Call Charges whether the Reseller or a third party incurs the charges (without the authorisation of the Reseller).

12.3 The Reseller agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:

12.3.1 Regularly changing system passwords;

12.3.2 Regularly changing user passwords;

12.3.3 Changing passwords as appropriate when employees leave;

12.3.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;

12.3.5 Barring premium-rate numbers wherever practicable;

12.3.6 Barring international calls wherever practicable – in particular, barring calls to countries that the Reseller doesn't deal with;

12.3.7 Implementing network security measures including firewalls, security policies / access restrictions, use of encryption and limiting physical access.

12.3.8 Ensuring that any software used in conjunction with the Telephony Services is tested for malware including viruses, Trojan horses, logic bombs and worms.

12.3.9 Ensuring that the Reseller's telephone systems are fully protected against known vulnerabilities.

12.4 Callable shall not be liable for any losses, costs or damages arising from Toll Fraud.

12.5 The Reseller shall notify Callable immediately if it becomes aware of or has reasonable suspicion that a fraud or illegal misuse may have or will take place:

12.5.1 Upon notification, Callable shall take immediate steps to suspend the relevant part or parts of the Telephony Services and ensure that no further traffic is permitted on the relevant Lines;

12.5.2 Callable shall not be liable for any charges or liabilities incurred by the Reseller prior to the suspension of Telephony Services.

12.6 If, in the reasonable opinion of Callable, the Reseller's Call profile is or becomes indicative of fraudulent activity, Callable shall be entitled to suspend the Telephony Services immediately without notice.

12.7 Callable's Fraud Alert Service shall monitor the Reseller's Call volume and profile; and:

12.7.1 If potentially fraudulent activity is detected by Callable, shall promptly notify the Reseller of such;

- 12.7.2 Monitoring shall be provided twenty four hours per day;
- 12.7.3 Callable does not guarantee that its Fraud Alert Service will detect all forms of fraudulent activity and the provision of such service does not imply any alteration to the provisions of sub-clauses 12.1, 12.2, 12.3 or 12.4 of this Supplement.

13. CONDITIONS THAT APPLY TO THE USE OF NUMBER TRANSLATION SERVICES

- 13.1 The Reseller agrees to comply with and be bound by the Code of Practice of the Regulator (the 'Code') as amended from time to time.
- 13.2 The Reseller agrees to abide by any instruction, direction, recommendation or advice that the Regulator gives in general or express regard to the Reseller's use of Number Translation Services.
- 13.3 Callable shall be entitled to immediately suspend or terminate Number Translation Services if Callable reasonably believes that:
 - 13.3.1 The Reseller is in breach of the Code;
 - 13.3.2 The Number Translation Services are being used fraudulently;
 - 13.3.3 The Reseller is not providing a bona fide service as recognised by the Regulator;
 - 13.3.4 The Reseller is conducting business illegally or for an illegal purpose;
 - 13.3.5 Number Translation Services are being used in connection with fraud or other criminal activity against Callable, its suppliers or other public telecommunications operators, which for the avoidance of doubt, includes artificial inflation of Call traffic.
- 13.4 The Reseller shall provide Callable or the Regulator any information reasonably requested which relates to the Reseller's usage of Number Translation Services.
- 13.5 The Reseller also agrees that:
 - 13.5.1 Callable or the Regulator may monitor the Reseller's use of Number Translation Services;
 - 13.5.2 Callable may withhold such payment sums as the Regulator may direct, which would otherwise be payable to the Reseller, until directed to release the payment;
 - 13.5.3 Callable shall pay refunds from withheld payments on the Reseller's behalf, when directed to do so by the Regulator;
 - 13.5.4 Callable may apply such withheld payments towards sums due in respect of fines, charges or other costs arising from the Reseller's breach of the Code, after deduction of costs or losses incurred by Callable in respect thereof;
 - 13.5.5 The Reseller shall be liable without limitation to Callable for all losses, claims or costs suffered, arising or incurred as a result of any fraudulent use of the Number Translation Services by the Reseller, its employees, agents and subcontractors;
 - 13.5.6 The Reseller shall not make (nor allow anyone on the Reseller's behalf to make) calls to the Number Translation Services other than at what Callable deems reasonable intervals for the purpose of testing that the service is working correctly.
- 13.6 The Reseller warrants that the supply to it of Number Translation Services by Callable does not breach the terms of any sanction imposed by the Regulator on the Reseller, its employees, agents, subcontractors or third parties using its services.
- 13.7 Notwithstanding the provisions of Clause 16 of the General Terms and Conditions, the terms of this Clause 13 may be directly enforced by the Regulator in accordance with section 1 of the Contracts (Rights of Third Parties) Act 1999.
- 13.8 The Reseller shall be entitled to receive rebate payments from Callable based on the volume of call traffic generated by the use of the applicable Number Translation Services number range, calculated by reference to data logged by Callable.
- 13.9 The rates at which the rebates are applied and monthly rebate payment threshold ('Payment Threshold') are set out in the Order.
- 13.10 Callable shall make a monthly rebate payment provided that the Payment Threshold is exceeded in the applicable calendar month. Rebates that are not paid due to falling below the Payment Threshold will be carried forward to the following month.

- 13.11 Payments will be made by Callable no later than thirty days after the end of the month in which the rebates are accrued.
- 13.12 Callable shall be entitled to withhold payment of rebates:
 - 13.12.1 Upon and during any period that the Services are suspended;
 - 13.12.2 If in Callable's reasonable belief, the Reseller is in breach of this Agreement;
 - 13.12.3 If Callable is made aware, or reasonably believes that the Reseller has increased payment entitlement by fraudulent or improper means;
 - 13.12.4 If Callable's supplier has failed to provide the corresponding payment.
- 13.13 Callable shall be entitled to set off any charges due to it against any rebates due to the Reseller.
- 13.14 On termination of this Agreement the Reseller shall be entitled to receive all remaining accrued rebates, subject to set-off against any termination charges that may be incurred.
- 13.15 Callable shall be entitled to apply a monthly charge for each inbound number which does not carry any traffic for any period of three consecutive months. Where this charge has been applied and a number subsequently carries traffic in any month then this charge will not apply to the months where there is traffic.
- 13.16 If an inbound number is withdrawn by the Regulator or any of Callable's suppliers for reasons beyond Callable's control we shall recover the number(s) from you immediately; Callable will use reasonable endeavours to supply another, acceptable number.
- 13.17 The following limitations apply to the international access of Number Translation Services:
 - 13.17.1 Callable cannot guarantee call quality and shall not be liable for service incompatibility. It is recommended that the Reseller perform full compatibility tests prior to publishing any international number(s) provided by Callable;
 - 13.17.2 Callable cannot guarantee support for calls from mobile numbers unless otherwise specified and in these cases there will be an additional charge;
 - 13.17.3 The Reseller accepts that additional restrictions to Number Translation Services may apply in certain countries;
 - 13.17.4 The Reseller accepts that Callable is reliant on third parties for delivery of billable call records and there may be an unlimited delay in billing for international calls.

14. SIP TRUNKING TELEPHONY SERVICES

- 14.1 The point of connection for the Telephony Services is the Reseller-LAN facing port(s) pre-configured CPE router provided by Callable. Callable shall not be responsible for transport of data to telephone handsets via the Reseller's LAN.
- 14.2 Charges for the rental of Equipment shall commence on the day that the Equipment has been installed at the Reseller's site.
- 14.3 If any CLIs allocated to the Reseller under the terms of this Agreement are not used for a period of six months, Callable shall be entitled to re-allocate such CLIs on one week's written notice.
- 14.4 The Reseller acknowledges that Callable's Telephony Services are not a public telephony service and as such only confers limited functionality and resilience regarding public Emergency Calls. Specifically, but not exclusively 999 and 112 emergency numbers will not be available via IPT Services in the event of:
 - 14.4.1 Power outage at the Reseller's site;
 - 14.4.2 Failure in the Reseller's LAN;
 - 14.4.3 Failure / outage of the Telephony Services;
 - 14.4.4 Failure of the Public Internet.
- 14.5 With regards to its obligations to make available facilities for placement of public Emergency Calls, the Reseller undertakes to:
 - 14.5.1 Maintain a PSTN Line for making Emergency Calls in the event of power outage or failure (howsoever occasioned) of the Telephony Services;
 - 14.5.2 Provide Callable with accurate location details regarding each Telephony Services-based CLI and keep Callable up to date with changes to such details;

Instruct its End Users about the limitations of IP-based telephony including that Emergency Calls may not receive the same network priority as Emergency Calls made on PSTN or mobile networks and the End User's obligation to provide clear, accurate location information (which may differ from that available to the emergency-services operator) in the event of making a call to the emergency services via the Telephony Services.

Service Schedule

The following Service Schedule sets out all of the Services that may be provided by Callable. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

1. SIP Trunking Telephony Services

Callable's SIP Trunking Platform is linked via an independently supplied Ethernet, public internet, cable or potentially 3/4G mobile connection to the Reseller's PBX. The SIP Trunking Platform transits voice Calls between the Reseller's PBX out to and in from the United Kingdom's fixed PSTN and Mobile and International networks as an alternative to traditional products such as ISDN30 and comprises the following components.

- 1.1 IP Address Authentication
- 1.2 Call Concurrency (Channels) 1 or more forms a group
- 1.3 Telephone Number Management
- 1.4 Metering of customer Call Data Records.

2. SIP Channels

Callable will configure SIP channels for different traffic patterns and these can be allocated at trunk level so that individual sites can support multiple SIP Channels. SIP Trunks may be ordered in some or all of the following configurations:

- 2.1 Standard - providing trunk capacity for typical business use, with peaks and troughs of traffic during the day.
- 2.2 Perpetual - providing trunk capacity for almost constant use or for use outside typical business use.
- 2.3 Dynamic - providing trunk capacity for short term bursts of increased capacity and consists of pre-agreed Dynamic capacity from which SIP channels can be activated / deactivated at short notice.

Each trunk can only have one permanent channel type (Standard, Perpetual or Dynamic) and each Trunk Group can only contain trunks of the same type. Pre-ordered Dynamic Channels may be on any trunk.

3. Outgoing Call Barring

Outgoing calls to certain groups of destinations can be selectively barred. Destination groups available include:

- 3.1 Premium rate calls.
- 3.2 International calls.
- 3.3 All calls.
- 3.4 Calls to 070 numbers (personal numbering services) can be supported but only by separate agreement, and special rates are applicable.
- 3.5 Dial up Internet Services are not supported.

4. Delivery Assurance Options

Callable provides a number of resilience options, including:

- 4.1 Delivery to the SIP Trunking Platform which is located in Callable's Core Network.

- 4.2 Normal SIP connection with no routing plan.
- 4.3 A Private Network Connection, (interconnect).
- 4.4 A Virtual Private Network Connection.
- 4.5 A Resilient Virtual Private Network Connections (Unbreakable Voice) for Critical Voice services.
- 4.6 A media gateway dependent on the technical specification of a Company's PBX, if required
The combination of delivery options will be subject to set-up and equipment cost which will form part of the Order for a Reseller's solution.

5. Service Limitations

- 5.1 Fax calls using G.729 may operate successfully however this is not guaranteed.
- 5.2 Short Message Service and Text Messaging are not supported.
- 5.3 Non-E164 PSTN numbers are not supported for calls terminating outside of the UK.
- 5.4 Break Out Calls within the UK to :
- 5.5 Calls to the Operator 100 and 123 Speaking Clock are chargeable.
- 5.6 Calls to 112 European Emergency Services will be converted to 999 before transiting the call.
- 5.7 Calls to 118 XXX directory enquiry services are charged at a rate relevant to the directory enquiry service according current Tariff.

6. Exclusions

The following equipment and services are additionally required to support the Telephony Services and are not provided under the terms of this Agreement:

- 6.1 Access Services to connect to the Core Network.
- 6.2 PBX equipment.
- 6.3 Telephone handsets.
- 6.4 LAN components.

Callable may provide any or all of the equipment or services listed in this section 6 under the terms of additional Supplemental Agreements.

7. Emergency Call Access Service

Callable shall make reasonable endeavours to convey Emergency Calls to the ESO (Emergency Services Organisation). Callable updates the ESDB (Emergency Services Data Base) either directly or indirectly for allocated, sub-allocated and ported telephone numbers on the SIP Trunking Platform, providing the last known geographic location for the services. Callable's EH (Emergency Helpdesk) will liaise with ESO if the geographic location of the Emergency Call cannot be determined, in an attempt to identify the geographic location of the Emergency Call. This service is only available for Calls that originate in the United Kingdom from CLIs with 01, 02, 03, 055, 056 or 08 prefixes. The provision of this service is subject to the performance by the Reseller of its obligations under the terms of this Agreement, and the Reseller's attention is drawn to the particular provisions of sub-clauses 14.4 and 14.5 of this Agreement which relate.

8. Number Management Services

- 8.1 Callable holds a number of allocated and sub-allocated number ranges and can import numbers from the PSTN network on to its own network.
- 8.2 Number ranges can be mapped onto specific trunks or specific Trunk Groups and features can be applied at those levels. Number ranges cannot be mapped to multiple Trunk Groups or to multiple trunks.
- 8.3 Number management is carried out as described in Callable's Number Management Policy Document, which is available on request.

9. Number Translation Services

Number Translation Service routes a Call made to a non-geographic number beginning with 08 or 03 to a hidden geographic or mobile number. The following number translation services are provided:

0800 / 0808 – Freephone. The Call is free to the caller, the Reseller is charged for the Call.

084x – The caller pays an access and service charge. The Reseller receives a proportion of the service charge as a rebate.

087x – The caller pays an access and service charge. The Reseller receives a proportion of the service charge as a rebate.

01, 02, 03 – The caller is charged at the national rate by access provider. The Reseller is not charged and does not receive a rebate.

10. Fraud Alert Service

10.1 Callable shall monitor the Reseller's Call volume and profile, and if potentially fraudulent activity is detected by Callable, shall promptly notify the Reseller of such;

10.2 Monitoring shall be provided twenty-four hours per day;

10.3 Callable does not guarantee that its Fraud Alert Service will detect all forms of fraudulent activity.

11. SIP Trunking Platform Availability (Applicable Service)

11.1 Callable will use reasonable endeavours to ensure that SIP Trunking Platform availability is 99.95%. This is defined as availability to connect and exchanging voice traffic through the SIP Trunking Platform and expressly does not include unavailability due to:

11.1.1 Faults occurring in the PSTN;

11.1.2 Faults occurring in the Public Internet;

11.1.3 Planned maintenance (Callable will provide five Working Days notice in the event of such maintenance);

11.1.4 Emergency maintenance;

11.1.5 Force Majeure events;

11.1.6 Faults or degradation of quality of service in the Access Services or the Reseller's LAN, including:

a) Availability;

b) Network round trip delay (Latency);

c) Network jitter (regularity of arrival of data packets);

d) Network packet loss target being greater than 2 percent.

11.1.7 Suspension of the Telephony Services by Callable.

any act or omission of the Reseller, Customer representative, contractors or vendors.

The Reseller failing to provide Callable adequate access to facilities for testing;

The Reseller failing to provide access to Customer premises as reasonably required by Callable to enable Callable to comply with its obligations regarding the Service;

failing to take any remedial action in relation to a Service as recommended by Callable, or otherwise pre-venting Callable from doing so; or any act or omission which causes Callable to be unable to meet any of the SLAs.

exclude instances where customer requests that Callable leave a trouble ticket open if an incident affects the performance of a Service resulting in multiple SLA violations, only the single highest credit applying in respect of that incident will be applied.

11.2

Service Unavailability must be reported by the customer representative by opening a trouble ticket and starts only when the trouble ticket is opened. Should Callable not satisfy the service availability standard for a given month, the customer is entitled to a credit against monthly recurring charges (MRC) based upon the following schedule:

| Period of unavailability | Service Credit payable as percentage of monthly recurring charge |
|--------------------------|--|
| 120 to 240 minutes | 10% |
| 241 to 480 minutes | 20% |
| 481 to 960 minutes | 30% |
| 961 to 1,920 minutes | 40% |

If an individual circuit experiences either: (i) a single period of Service Unavailability in excess of twenty-four hours in any calendar month, (ii) three or more periods of Service Unavailability of four hours or longer over the course of a rolling six month period, or (iii) five separate periods of Service Unavailability (of any duration) within a calendar month, Customer may terminate the services without penalty provided that written notice of termination is provided to Callable within 90 days of the event giving rise to the termination.

EXCLUSIONS

exclude third party issues affecting the delivery of Callable services outside of its network

exclude Force Majeure events

exclude any act or omission of customer, Customer representative, contractors or vendors.

failing to provide Callable adequate access to facilities for testing;

failing to provide access to Customer premises as reasonably required by Callable

Access (or its agents) to enable Callable to comply with its obligations regarding the Service;

failing to take any remedial action in relation to a Service as recommended by Callable, or otherwise pre-venting Callable from doing so; or any act or omission which causes Callable to be unable to meet any of the SLAs.

exclude instances where customer requests that Callable leave a trouble ticket open if an incident affects the performance of a Service resulting in multiple SLA violations, only the single highest credit applying in respect of that incident will be applied.

SLA credits are applied only upon customer representative written request, which must be submitted within thirty (30) calendar days of the end of the month in which entitlement of an SLA credit arose.

SLA credits:

are calculated after deducting all discounts and special pricing arrangements

do not apply to governmental fees, taxes, surcharges and similar additional charges

fixed

mobile

voip

internet

11.3 Fault resolution

Callable shall use reasonable endeavours to resolve faults in the Telephony Services in time-scales set out below:

| Severity | Target Resolution Time |
|----------|------------------------|
| Critical | 4 Hours |
| Major | 8 Hours |
| Minor | 3 Working Days |
| Low | 7 Working Days |

- 11.3.1 Callable shall use reasonable endeavours to meet the timeframes for 100% of the time for Critical issues and 90% of the time for Major and Minor issues.
- 11.3.2 Fault severities are defined as follows:
 - a) Critical Faults include total outage or call processing outage for more than 10% of users, or mission-critical operations are severely impacted, and/or access to Emergency Services (999 / 112) is not available;
 - b) Major Faults include outage for less than 10% of users or provisioning problems;
 - c) Minor Faults include call processing problems for a single User or a configuration problem
 - d) Low Level Faults include issues with single number destinations, quality of service and information requests regarding configuration, usability or documentation.
- 11.3.3 Callable shall aim to make an initial response to all Fault reports within four hours.
- 11.3.4 Target resolution times are only applicable to the SIP Trunking Platform and Core Network, and do not apply to faults that arise in the Access Services.

11.4 Quality of Service

Every ten minutes, Callable measures the quality of Calls which pass through the SIP Trunking Platform and Core Network, using the PESQ (Perceived Evaluation of Speech Quality) evaluation, which scores speech quality on a scale of one (bad) to five (excellent). The scores are averaged over a calendar month and Callable aims to meet the following targets:

| Codec | Target Monthly Average PESQ Score |
|-------|-----------------------------------|
| G.711 | 4.1 |
| G.729 | 3.7 |

- 11.5 Callable shall make reasonable endeavours to ensure that the Telephony Services are fully available twenty four hours per day, three hundred and sixty five days per year. However, it is not possible to guarantee 100% availability of the Telephony Services and Callable does not make such warranty. Reasons for reduction in functionality or unavailability of the Telephony Services include, but are not limited to:
- 11.6 Callable's failure to meet the targets set out in this section 5 shall not be deemed to be a breach of this Agreement.

Annex to Service Schedule

1. Technical Requirements of the Reseller's LAN

To support the Telephony Services:

- 1.1 The LAN must be configured to support both IEE 802.1p (Quality of Service suitable for prioritising Real Time Protocol and voice signalling over other forms of data)
- 1.2 the Reseller's routers must be capable of supporting RFC2474 (Differentiating Services).
- 1.3 LAN switches must be capable of supporting multiple VLANs.
- 1.4 Either LAN equipment should be capable of supplying inline power to telephone handsets or external power must be available.
- 1.5 The performance LAN must meet the following criteria:
 - 1.5.1 Packet latency must not be greater than 50ms;
 - 1.5.2 Packet jitter must not be greater than 20ms;
 - 1.5.3 Packet loss must not be greater than 0.2%.