



Supplementary terms for the supply of SIP Trunking Services

The Services set out in this Supplement shall be supplied by the Company to the Customer on the terms and conditions set out in the Company'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 'Access Services' means the physical connection between the Customer's site and the Core Network, which for the avoidance of doubt, are not provided under the terms of this Supplement.
- 1.2 'Bundle' means a subscription to additional features including monthly usage allowance, for defined Call types, to be used by the Customer on a fair usage basis.
- 1.3 'Call' means a signal, message or communication that is silent, spoken or visual on a Line that provided to the Customer by the Company under the terms of this Agreement.
- 1.4 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.5 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.6 'Core Network' means the communications equipment and communication lines and circuits provided by the Company excluding the Access Services, the Public Internet and the Customer-Premises Equipment, for the provision of the Telephony Services.
- 1.7 'Customer Premises Equipment' ('CPE') means network equipment provided by the Company which shall be located at the Customer's premises, including, but not limited to network terminating equipment, routers and media gateways.
- 1.8 'Emergency Call' means a Call made to either '999' or '112'.
- 1.9 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, the Company is unable to provide prior notice of.
- 1.10 'Emergency Services Organisation' means emergency service organisation including police, fire brigade and ambulance service.
- 1.11 'End User' means a user of the Services subscribed to by the Customer.
- 1.12 'Exchange' means the local point of presence in the Core Network.
- 1.13 'General Conditions' means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act.
- 1.14 'LAN' means local area network situated at the Customer's site(s) and under the control of the Customer.
- 1.15 'Line' means connection that is provided to the Customer by the Company under the terms of this Agreement.
- 1.16 'Number Translation Services' ('NTS') means the service to provide non-geographic numbers.
- 1.17 'Ofcom' means the Office of Communications or any competent successor.
- 1.18 'PBX' means private branch exchange situated at the Customer's site(s) and under the control of the Customer.
- 1.19 'PCI-DSS' means the Payment Card Industry Data Security Standard.
- 1.20 'Planned Maintenance' means any period of maintenance for which the Company has provided prior notice, as set out in the attached Service Schedule.

- 1.21 'PSTN Line' means an analogue telephone Line that is connected to the public switched telephone network via the local loop.
- 1.22 'Public Internet' means the world-wide collection of private and public router-based networks that are interconnected via gateways and exchange points.
- 1.23 '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.
- 1.24 'SIP Trunking Platform' means the Company's Core Network-located gateway which provides routing for Calls.
- 1.25 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.26 'Subscriber Number' means the number(s) allocated by the Company for use by the Customer.
- 1.27 'Telephony Equipment' means routers, private branch exchanges and telephone handsets.
- 1.28 'Telephony Services' means SIP Trunking-based telephony services, as set out in the Schedule.
- 1.29 '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.

2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Customer's Order by the Company 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 after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be one year unless otherwise set out on the Order. The Company shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Customer of changes to charges and any other changes to the terms of this Agreement. In the event that:
 - 2.2.1 The Customer serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the calendar month immediately following the end of the Minimum Term or Additional Term thereafter;
 - 2.2.2 The Customer notifies the Company of acceptance of changes, the Agreement shall continue in force for an Additional Term;
 - 2.2.3 The Customer fails to notify the Company of acceptance of changes and fails to serve notice to terminate, such failures to notify the Company 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 and support services as set out in the Order and described in the attached Service Schedule. The Company shall use reasonable endeavours to provide the Services twenty-four hours per day, subject to the limitations expressed in this Agreement.
- 3.2 The Company shall use reasonable endeavours to provide each of the Services set out in the Order to the Customer, subject to acceptance of the Customer's Order, from the RFS Date. During the Run-Up Period, the Company shall carry out the necessary pre-service provision activities, including site survey(s), installation work and agreement of the RFS Date with the Customer.
- 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 Customer;

- 3.3.3 The porting of existing geographic numbers (subject to the existence of appropriate porting agreements);
 - 3.3.4 The provision of services to enable the Customer to make and receive Calls via the SIP Trunking Platform, the Public Internet and the PSTN;
 - 3.3.5 The provision of Support Desk services during the hours set out in the Schedule;
 - 3.3.6 If set out on the Order, installation of Equipment at the Customer's site(s) and basic training in the use of the Equipment and Services;
 - 3.3.7 The configuration of CPE routers, media gateways or other Equipment provided under the terms of this Agreement or any other agreement with the Company for the supply of enabling services; and
 - 3.3.8 The provision of a basic online itemised billing facility.
- 3.4 During the term of this Agreement, the Company 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 the Company will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
 - 3.4.3 For the sole purpose of protecting the Telephony Services, monitor the profile of Calls made and received using the Telephony Services for potential fraudulent or bad faith use and if in the Company'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 General Terms and Conditions attached hereto, the Company 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 The Company cannot guarantee and does not warrant that the Telephony Services will be free from interruptions, including but not limited to interruption of the 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 Customer agrees to use the Services in accordance with the provisions of this Agreement, any relevant service literature and all other reasonable instructions issued by the Company from time to time.
- 4.2 The Customer 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 the Company'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 the Company's reasonable opinion brings the Company'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 Customer 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.
- 4.3 If the Customer uses auto-diallers to make automated Calls via the Telephony Services, the Customer agrees:
- 4.3.1 To ensure that the call-list is kept up to date;
 - 4.3.2 To ensure that bad data, wrong numbers and nuisance calls are kept to a minimum;
 - 4.3.3 That the Company shall be entitled to restrict or suspend the Telephony Services in the event that the provisions of this clause are breached.

5. THE CUSTOMER'S OBLIGATIONS

During the term of this Agreement, the Customer shall:

- 5.1 Pay all additional charges levied by the Company, including but not limited to those arising from Call charges incurred by the Customer:
 - 5.1.1 The Customer 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 Indemnify the Company against all claims made by third parties arising from faults in the Telephony Services.
- 5.3 If (beyond the Company's reasonable control) Calls are routed other than by the Company's SIP Trunking Platform:
 - 5.3.1 Pay invoice(s) raised by third party supplier(s);
 - 5.3.2 Notify the Company immediately of any invoices for services raised by a third party for services that are covered by this Agreement.
- 5.4 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.
- 5.5 Ensure that all reasonable measures to minimise Toll Fraud are made, as set out in clause 12 hereof.
- 5.6 If the Customer has subscribed to call recording services, the Customer shall:
 - 5.6.1 Ensure full compliance with the statutory requirements for the use of such service; and
 - 5.6.2 Implement appropriate technical and organisational measures, including pseudonymisation and minimisation of data in an effective manner in order to meet the requirements inter alia of the Data Protection Legislation and PCI-DSS;
 - 5.6.3 Indemnify the Company against any claims brought against the Company or the Customer which result from the use of such service and / or the Customer's non-compliance with sub-clauses 5.6.1 and 5.6.2.
- 5.7 Agree that in all instances where it attaches Equipment that has not been provided by the Company 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 the Company in relation thereto.

- 5.8 Accept that if it attaches Equipment that does not comply with the provisions of sub-clause 5.7 and such Equipment in the reasonable opinion of the Company is causing disruption to the Telephony Services, the Company shall be entitled to suspend the provision of the Telephony Services forthwith.
- 5.9 Provide a LAN at each Customer 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 Only connect Equipment to the Company's Network via connection points that are approved by the Company.
- 5.11 Co-operate reasonably with the Company's supplier if the supplier directly contacts the Customer to make or change appointments or to request information in respect of an installation or Fault.
- 5.12 If the Customer subscribes to a service that provides music on hold and the Customer uploads music files, the Customer agrees to obtain all necessary licences and permissions as may be required and indemnifies the Company against any and all claims that may be brought against the Company 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 Customer elects to configure the Telephony Equipment to present the Calling Line Identity when an outgoing Call is made, the Customer shall:
 - 5.14.1 Ensure that the CLI is of a national significant format, is allocated to the Customer and that the Customer possess all necessary permissions in respect of the Line;
 - 5.14.2 Ensure that if the CLI is not allocated to the Customer, the Customer possesses current written consent for its use by the allocated owner and if such consent is revoked, immediately notify the Company;
 - 5.14.3 Ensure that under the terms of the CLI code of practice, the CLI presented is allocated to the Customer, 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 Customer uses auto-diallers to make Calls via the Telephony Equipment, the Customer agrees to comply with the Privacy and Electronic Communications Regulations and guidelines issued by the Regulator from time to time.
- 5.16 Acknowledge that the Company shall be entitled to suspend or terminate the Services forthwith if the Customer breaches the terms of sub-clause 5.14 or 5.15 and hereby indemnifies the Company against any claims arising from such breach.

6. CALLABLE'S OBLIGATIONS

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

- 6.1 Provide the Services set out in this Agreement, subject to any service limitations set out in the Order and Service Schedule.
- 6.2 Provide to the Customer 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 Make available a Support Desk that shall provide support and guidance in the use of the Telephony Services and manage the resolution of all Services-related Incidents raised by the Customer.

- 6.4 Respond to fault reports made by the Customer and make reasonable endeavours to repair any fault that is within the Telephony Services or directly caused by the Company, its employees, agents, subcontractors or suppliers:
- 6.5 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.
- 6.6 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons the Company may place on the Telephony Services.
- 6.7 Comply with the Customer's requirements regarding telephone directory listing, as set out in the Order.
- 6.8 Subject to the appropriate number porting agreements being in place, make reasonable endeavours to comply with the Customer's requests for number porting and sub-allocation.

7. INDEMNITIES

- 7.1 The Customer agrees to indemnify, defend and hold harmless the Company from and against any liabilities, actions, losses damages, judgements, costs, fines, claims or expenses incurred by the Company or legal proceedings which are brought or threatened against the Company by a third party in the event of:
 - 7.1.1 The Telephony Services being used in breach of the acceptable uses set out in Clause 4 hereof, except where such a breach results from fraud by the Company;
 - 7.1.2 The Customer being or having been in breach of sub-clause 5.7 hereof;
 - 7.1.3 Any fraud except by the Company;
 - 7.1.4 The Customer not having given permission for the Company, its subcontractor or supplier to carry out work at the Customer's site.
- 7.2 If the Company 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 Customer of such claim;
 - 7.2.2 Make no admission relating to such claim or legal proceedings without agreement of the Customer, such agreement not to be unreasonably delayed or withheld;
 - 7.2.3 Consult with the Customer regarding the conduct of any action and have due regard for the Customer'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 Customer, such agreement not to be unreasonably delayed or withheld.
- 7.3 Subject to the limitations in Clause 10 of the General 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 5.3 and 6.14 of the General Terms and Conditions.
- 7.4 The Company will indemnify the Customer against all claims and proceedings arising from infringement of any intellectual property rights by reason of the Company's provision of the Services to the Customer, PROVIDED always that such claims or proceedings are not caused by the Customer:
 - 7.4.1 Using the Telephony Services in conjunction with other Equipment or software or any other service not approved by the Company;
 - 7.4.2 Modifying or altering any Equipment or configuration thereof without the prior written consent of the Company;
 - 7.4.3 Using the Telephony Services otherwise than in accordance with the terms of this Agreement.

8. GENERAL

- 8.1 The Customer acknowledges that title to the Subscriber Numbers supplied under the terms of this Agreement shall at all times be retained by the Company and the Customer agrees not to sell, transfer or otherwise re-allocate the number to a third party.

- 8.2 Upon written notice given by the Company's supplier, the Company's rights and obligations, including all accrued rights and obligations, shall be assigned and transferred to the Company or to its nominee.
- 8.3 The Company has no control over the data delivered to the Customer over the Lines provided by the Company 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 Customer for a visit to site and that at the appointed time the Company is unable to access the Customer's site, or the appointment is otherwise broken by the Customer, the Company shall be entitled to charge the Customer at the rate set out in the Tariff; and
- 8.4.1 If Customer breaks an appointment for the installation of Equipment and fails to agree a further installation date which falls within thirty days of the date of the broken appointment, the Company shall be entitled to terminate this agreement and recover costs as set out in clause 10.
- 8.5 If the Company carries out work in response to a fault reported by the Customer and the Company subsequently determines that such fault either was not present or was caused by an act or omission of the Customer, the Company shall be entitled to charge the Customer at the rate set out in the Tariff.
- 8.6 The Company shall not be responsible for the programming, configuration or management of the Customer Premises Equipment that has not been provided by the Company.
- 8.7 The Company 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.
- 8.8 If the Company 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 Customer will do everything reasonably required by the Company to ensure that the Company 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.

9. TERMINATION

- 9.1 In addition to the provisions of Clause 11 of the General 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 Additional Term thereafter;
- 9.1.2 By the Customer by giving twenty one days' notice in writing if the Company makes changes to the terms of this Agreement which are materially disadvantageous to the Customer (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 the Company discovers technical issues including location of the Customer's site, which prevent it from being able to provide the Services or part thereof;
- 9.1.4 By the Company if its supplier ceases to provide the Services.
- 9.2 In the event of termination of this agreement, howsoever occasioned, the Customer 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 the Company arising from the Customer's failure to arrange for services to be provided by an alternative supplier.
- 9.3 On termination, all Subscriber Numbers allocated to the Customer under the terms of this Agreement shall be transferred to the Company and subject to the appropriate number porting agreements being in place between suppliers, may be transferrable to the Customer's new supplier; and

- 9.3.1 It is the Customer's sole responsibility to make any request for the porting of Subscriber Numbers to the new supplier;
- 9.3.2 The Company shall be entitled to charge the Customer for the porting of each Subscriber Number.

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation and setup, including number porting and sub allocation, shall be raised by the Company 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 Customer 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 The Company shall commence charging for the Telephony Services from the RFS Date, regardless of the date on which the Customer commences use of the Telephony Services. If the RFS Date does not correspond with the Company's invoicing period as set out in the Order, the Company shall charge the Customer 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 the Company.
- 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 second's duration, rounded up. Call charges are set out in the Order and Tariff.
- 10.6 Calls made by the Customer to numbers prefixed 0800, 0808 and 0500 will be free of charge.
- 10.7 The Customer acknowledges that the prices quoted in the Company'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 Customer acknowledges that the charges for the Minimum Term are calculated by the Company in consideration inter alia of the setup costs to be incurred by the Company and the length of the Minimum Term offered.
- 10.9 The Customer agrees that the Customer shall be liable for termination charges, which shall be paid by way liquidated damages in the event that:
 - 10.9.1 The Customer terminates this Agreement at convenience prior to the end of the Minimum Term or the Company terminates this Agreement prior to the end of the Minimum Term by reason of the Customer's un-remedied breach of the terms of this Agreement, the Customer 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 including Bundles and Equipment rental charges due up to the end of the Minimum Term;
 - 10.9.2 The Customer terminates this Agreement at convenience prior to the end of any Additional Term or the Company terminates this Agreement prior to the end of any Additional Term by reason of the Customer's un-remedied breach of this Agreement, the Customer shall be liable for:
 - a) Payment of all Services charges including Bundles and Equipment rental charges due to the end of the current Additional Term.
- 10.10 The Customer shall not be liable for termination charges if this Agreement is terminated by:
 - 10.10.1 The Customer at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Customer 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 Customer or the Company during the Run-Up Period by reason of the Company becoming aware that will be unable to provide the Services or part thereof;
 - 10.10.3 The Company at any time if it can no longer provide the Services or part thereof;

- 10.10.4 The Customer by reason of the Company's un-remedied breach of the terms of this Agreement;
 - 10.10.5 The Customer if the Company or its supplier makes changes to the Services which materially adversely affect the Customer;
 - 10.10.6 The Customer if the Company makes changes the terms of this Agreement which are materially disadvantageous to the Customer PROVIDED THAT the Customer complies with the provisions of sub-clause 9.1.2 hereof.
- 10.11 The Customer acknowledges and agrees that all Calls that are routed through the Company's SIP Trunking Platform shall be charged by the Company and if Calls are routed through any other supplier's network by any means of indirect access, the Customer shall be solely responsible for payment of other supplier's Call charges.

11. LIMITATIONS

- 11.1 The provision of these Services by the Company is contingent upon the Customer having at least one pre-installed PSTN Line at each of the Customer's sites, but is regardless of the Customer's current service provider for such line.
- 11.2 The Customer accepts that certain features of the Services (as described in the Schedule) may not be available at all sites due to technical and or geographical reasons, and that such limitations may not be realised until after commencement of the Telephony Services. In such circumstances the Company shall, having exhausted all reasonable alternatives, be entitled to withdraw the provision of the Telephony Services, or Service Components thereof, from the affected site(s).
- 11.3 The Customer acknowledges that some number ranges may not be supported by the Company 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 the Company's supplier and the previous or current number range holder.
- 11.4 Under the terms of this Agreement, the Company shall have no responsibility for, or liability in relation to the Customer's LAN and the performance thereof.
- 11.5 The Company 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, the Company shall be entitled to withdraw or change such.
- 11.6 The Customer acknowledges and agrees that the Company shall be entitled to withdraw any CLI that has been allocated to the Customer but has remained unused for a period of three months; and the Customer agrees:
- 11.6.1 Not to redirect any unused CLIs to live CLI, fax, voicemail or recorded message services;
 - 11.6.2 That the Company or its supplier shall be entitled to check that allocated CLIs are in proper use.

12. TOLL FRAUD

- 12.1 The Customer is exclusively responsible for the prevention of Toll Fraud.
- 12.2 The Customer shall pay all Rental and Call Charges whether the Customer or a third party incurs the charges (without the authorisation of the Customer).
- 12.3 The Customer is exclusively responsible for the prevention of Toll Fraud, and if such Toll Fraud or other misuse occurs, the Customer is liable for all charges incurred.
- 12.4 The Customer agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
- 12.4.1 Regularly changing system passwords;
 - 12.4.2 Regularly changing user passwords;
 - 12.4.3 Changing passwords as appropriate when employees leave;

- 12.4.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;
 - 12.4.5 Barring premium-rate numbers wherever practicable;
 - 12.4.6 Barring international calls wherever practicable – in particular, barring calls to countries that the Customer doesn't deal with;
 - 12.4.7 Implementing network security measures including firewalls, security policies / access restrictions, use of encryption and limiting physical access.
 - 12.4.8 Ensuring that any software used in conjunction with the Telephony Services is tested for malware including viruses, Trojan horses, logic bombs and worms.
 - 12.4.9 Ensuring that the Customer's telephone systems are fully protected against known vulnerabilities.
- 12.5 The Company shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 12.6 The Customer shall notify the Company immediately if it becomes aware of or has reasonable suspicion that a fraud or illegal misuse may have or will take place:
- 12.6.1 Upon notification, the Company 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;
 - 12.6.2 The Company shall not be liable for any charges or liabilities incurred by the Customer prior to the suspension of Telephony Services.
- 12.7 If, in the reasonable opinion of the Company, the Customer's Call profile is or becomes indicative of fraudulent activity, the Company shall be entitled to suspend the Telephony Services immediately without notice.

13. SIP TRUNKING TELEPHONY SERVICES

- 13.1 The point of connection for the Telephony Services is the Customer-LAN facing port(s) pre-configured CPE router provided by the Company. The Company shall not be responsible for transport of data to telephone handsets via the Customer's LAN.
- 13.2 Charges for the rental of Equipment shall commence on the day that the Equipment has been installed at the Customer's site.
- 13.3 If any CLIs allocated to the Customer under the terms of this Agreement are not used for a period of six months, the Company shall be entitled to re-allocate such CLIs on one week's written notice.
- 13.4 The Customer acknowledges that the Company'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:
- 13.4.1 Power outage at the Customer's site;
 - 13.4.2 Failure in the Customer's LAN;
 - 13.4.3 Failure / outage of the Telephony Services;
 - 13.4.4 Failure of the Public Internet.
- 13.5 With regards to its obligations to make available facilities for placement of public Emergency Calls, the Customer undertakes to:
- 13.5.1 Maintain a PSTN Line for making Emergency Calls in the event of power outage or failure (howsoever occasioned) of the Telephony Services;
 - 13.5.2 Provide the Company with accurate location details regarding each Telephony Services-based CLI and keep the Company 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 the Company. The actual Services to be provided under the terms of this Agreement are listed on the Order attached hereto.

1. SIP Trunking Telephony Services

The Company's SIP Trunking Platform is linked via an independently supplied Ethernet, public internet, cable or potentially 3/4G mobile connection to the Customer's PBX. The SIP Trunking Platform transits voice Calls between the Customer'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 Telephone Number Management
- 1.3 Metering of customer Call Data Records.

2. SIP Channels

The Company 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

A number of Delivery service options are available under the terms of the Company's agreements to provide broadband and leased-line services.

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:
 - 5.4.1 To the Operator 100 and 123 Speaking Clock are chargeable.
 - 5.4.2 To 112 European Emergency Services will be converted to 999 before transiting the call.
 - 5.4.3 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.

The Company 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

The Company shall make reasonable endeavours to convey Emergency Calls to the Emergency Services Organisation. The Company updates the emergency services database 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. The Company's emergency helpdesk will liaise with the Emergency Services Organisation 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 Customer of its obligations under the terms of this Agreement, and the Customer's attention is drawn to the particular provisions of sub-clauses 13.4 and 13.5 of this Agreement which relate.

8. Number Management Services

- 8.1 The Company 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 the Company's Number Management Policy Document, which is available on request.

9. Fraud Alert Service

- 9.1 The Company shall monitor the Customer's Call volume and profile, and if potentially fraudulent activity is detected by the Company, shall promptly notify the Customer of such;
- 9.2 Monitoring shall be provided twenty-four hours per day;
- 9.3 The Company does not guarantee that its Fraud Alert Service will detect all forms of fraudulent activity.

10. Support Desk

- 10.1 The Company's Support Desk provides support and assistance in the use of the Telephony Services, including the following:
 - 10.1.1 Provision of help and guidance in the use and configuration of the Telephony Services;
 - 10.1.2 Management of the prompt resolution of Faults arising within the Telephony Services;

- 10.1.3 Provision of work-arounds where possible if full resolution of a Fault requires ongoing or substantial work;
 - 10.1.4 Escalation management if required in the event of protracted Fault resolution;
 - 10.1.5 Remote access support if possible and appropriate;
 - 10.1.6 On-site assistance when it is agreed between the parties that such is the best approach to resolving a particular Fault.
- 10.2 The Customer shall make requests for assistance by one of the following methods:
- 10.3 Direct Customers should make requests for assistance by one of the following methods:
- 10.3.1 By Email to the Company's Support Desk: support@callable.io;
 - 10.3.2 By Telephone to the Company's Support Desk: 02033887766;
 - 10.3.3 Priority 1 Faults should be logged by telephone, not email.
- 10.4 Requests for changes to system configuration should be sent by email, providing as much detail as possible.
- 10.5 Unless otherwise agreed in writing, Indirect Customers should make requests for assistance to the Reseller.
- 10.6 The Support Desk is available Monday to Friday 9.00am to 5.30pm, excluding public holidays.
- 10.7 If set out on the Order, the Company's Support Desk will provide support 24 x 7 x 365 for reporting high priority Faults. Outside of the Support Desk's normal hours of cover, Faults should be reported by telephone using the following number: 0345 242 6016 or 0203
- 10.8 The Company will use reasonable endeavours to make an initial response to a Fault report in the timescale set out in Paragraph 11.3

11. SIP Trunking Platform Availability (Applicable Service)

- 11.1 The Company 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 (The Company 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 Customer'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 the Company.
 - 11.1.8 Any act or omission by the Customer.
 - 11.1.9 The Customer failing to provide the Company adequate access to facilities for testing;
 - 11.1.10 The Customer failing to provide access to the Customer's premises as reasonably required by the Company to enable the Company to comply with its obligations under the terms of this Agreement;
 - 11.1.11 The Customer failing to take any remedial action recommended by the Company or otherwise pre-venting the Company from doing so.
- 11.2 Service unavailability must be reported by the Customer opening an Incident report and the clock will start when the Incident Report is opened.
- 11.3 All Incident reports will be acknowledged (Initial Response) by the Company within 30 minutes.

- 11.4 Elapsed time is calculated as Stop Time minus Start Time minus any Parked Time, where:
- 11.4.1 Start Time is the time that an Incident report is initiated on the Company's fault handling system
 - 11.4.2 Stop Time is the time at which the status of the Incident becomes resolved. The Incident may be kept open for monitoring purposes after such time and such shall not contribute to Elapsed Time;
 - 11.4.3 Parked Time is time during which the Company is unable to progress the resolution of the Incident for reasons beyond its control, including but not limited to:
 - a) The Company has requested and is awaiting information missing from the Incident report;
 - b) The Company is awaiting power up/down of the Customer's Equipment;
 - c) The Company is awaiting the Customer's availability for a site-visit, or the arrangement thereof;
 - d) The Customer is unavailable to respond to the Supplier;
 - e) Access is unavailable at the Customer's site at the agreed time for a visit.
- 11.5 The Company will use reasonable endeavours to fix any service-affecting Incidents within an Elapsed Time of four hours. If the Company fails to meet this commitment and such failure is not due to any of the reasons listed in sub-clause 11.1, subject to the provisions of Clause 13 of the Customer Terms and Conditions, the Company shall pay Service Credits to the Customer as follows:

Period of unavailability	Service Credit payable as percentage of monthly recurring charge
241 to 300 minutes	5%
301 to 360 minutes	10%
361 to 420 minutes	15%
Greater than 420 minutes	20%

- 11.6 The maximum Service Credit payable by the Company in any calendar month is 20% of the monthly recurring charge.

12. Complaint Handling

- 12.1 If the Customer is dissatisfied with any Services-related matter, the Customer should make a complaint using the following escalation path. If the complaint remains unresolved, the Customer should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Support Desk	support@callable.io 02033887766
2	Chief Technical Officer	escalation1@callable.io 02033887766
3	Chief Executive Office	escalation2@callable.io 02033887766

- 12.2 Formal complaints can be made by e-mail or telephone, and will be responded to within three Working Days.

Annex to Service Schedule

1. Technical Requirements of the Customer'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 Customer'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%.