

SCG GROUP

SERVICE SCHEDULE FOR VOICE TELEPHONY SERVICES (WITH ENHANCED HOSTED SERVICES)

Please read this Service Schedule in conjunction with the Company's Master Services Agreement and Privacy Notice which can be found on any of the Company Website.

The Company's Master Services Agreement, which has been accepted by the Customer, applies to this Service Schedule.

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this service schedule (**Service Schedule**) the following words shall have the following meanings and other defined terms shall have the same meaning as set out in the Master Services Agreement:

24/7 Remote Support	Enhanced Hosted Services provided on a remote basis during Working Hours and Out-of-Hours pursuant to clause 6.6;
Authorised Licences	licences granted by the Company or third party provider that allows employees and independent contractors of the Customer to use Software through the Services under the Agreement, as specified in the Order Form;
BT	British Telecommunications plc and its associated companies;
Call	a signal, message or communication which can be silent, visual or spoken, excluding text messages;
Barring	a feature that restricts or blocks incoming or outgoing calls. "Bar" and "Barred" shall be construed accordingly;
Business Continuity	the Service Assured Product described in Clause 10 and provided to the Customer pursuant to the terms of the Agreement;
Business Continuity Plan	has the meaning given to it under clause 10.4;
Call Charges	the Company's charges for calls made on the System (including reverse charge calls) as set out in the Order Form or as otherwise notified to the Customer by the Company from time to time;
Services	the services for all call and lines that the Company provides to the Customer (as set out in the Order Form) on premises or cloud based system;
Call Recording Service	any call recording service offered to the Customer by the Company;
Change Requests	a request from the Customer to the Company to make changes to the Private Branch Exchange (PBX) phone system Software;
CLI	the calling line identity of a calling party;
Configuration Portal	the web-based portal used by the Customer to create and manage telephone features;

Connect To Number	the contact number used to connect to the relevant Emergency Services Organisation;
Connection	a connection to the System as required to provide the Services to the Customer;
Connection Charge	the non-refundable charge (if any) payable by the Customer for installation and connection to the System as set out in the Order Form or as otherwise notified by the Company;
Connection Point	includes a terminal block, a socket for a removable plug, a distribution frame, or any other device which the Company fixes at any of the Sites to connect Customer Equipment to an Exchange Line;
Customer Data	data inputted or supplied by the Customer for, or in the use of, the Services but excluding any Personal Data;
Diallers	a device or program that is designed to place mass outbound Calls simultaneously;
Emergency	a serious situation or occurrence that demands immediate action;
Emergency Call	a Call to 999;
Emergency Centre	the premises where operators answer Emergency Calls;
Emergency Services Database or ESDB	the 999 call routing and address database;
Emergency Services Organisation	the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies;
Enhanced Hosted Services	the Service Assured Product described in clauses 6 and provided to the Customer pursuant to the terms of the Agreement;
Exchange Line	any apparatus forming part of the System used by the Company to connect the Site to a telephone exchange to provide the Services;
Fair Usage Policy	the Customer's use of the Services must not exceed the following maximum threshold: <ul style="list-style-type: none"> i) 2000 minutes per month for local, national calls; and ii) a further 2000 minutes to mobile numbers; or iii) such other maximum threshold(s) agreed between the parties in writing;
Fault	a systems malfunction that adversely affects the quality or continuity of a Call;
Incoming Calls	calls from the destinations with E.164 numbers made to the Customer;
International Destination Network	a network operated in an overseas country;

IP	internet protocol;
ISDN	Integrated Services Digital Network
ISDN Services	the digital telephone services that the Company provides to the Customer (as specified in the Order Form) by means of the System;
Line Safe Service	the Service Assured Product described in Clause 9 and provided to the Customer pursuant to the terms of the Agreement.
Major Fault	a Priority 1 and 2 issue, as defined in Schedule 1
Master Services Agreement	the Company's Master Services Agreement made available to the Customer at the Company's website at https://scgcloud.com/terms-conditions
Minor Fault	a Priority 3 and 4 issue, as defined in Schedule 1
National Telephone Numbering Plan	the National Telephone Numbering Plan published by OFCOM (as updated from time to time) and available on its website: https://www.ofcom.org.uk/phones-and-broadband/phone-numbers/numbering/
Openreach	means BT Openreach a BT Group business;
Outgoing Calls	calls from the Customer to destinations outside of the Customer's Service subject to the restrictions set out in the Agreement;
Out-of-Hours	any time outside the Working Hours;
Priority 1 Critical Outage	As defined by Schedule 1;
Priority 2, Major Impact	As defined by Schedule 1;
Priority 3, Minor Impact	As defined by Schedule 1;
Priority 4, Informational	As defined by Schedule 1;
PRS or Premium Rate Service	a communications service where Call charges include a premium to cover the cost of content and/or an element of the service above the costs and charges attributable to conveyance;
PSTN	Public Switching Telephone Network
Recording	any recording of the Customer's calls resulting from the Call Recording Services;
Rental	the monthly fee (including line rental, equipment rental, and other rental) payable by the Customer for the Services, as set out in the Order Form or as otherwise notified by the Company;
Rolling Monthly Term	has the meaning given to it under Schedule 2 of the Master Services Agreement;
Service Assured Product	has the meaning given to it under Schedule 2 of the Master Services Agreement;

Service Assured Product Commencement Date	has the meaning given to it under Schedule 2 of the Master Services Agreement;
Service Levels	the standard of performance in respect of the provision of the Services set out in Schedule 1 (in respect of all Services except for Wholesale Line Rental Services), Schedule 2 (in respect of Enhanced Hosted Services) and Schedule 3 (in respect of Wholesale Line Rental Services);
SIP	means Session Initiation Protocol.
SIP Trunk	a voice over IP (VoIP) subscription and streaming media service based on the SIP by which the Company will deliver the Services to the Customer.
Site Assurance Service	the Service Assured Product described in Clause 11 and provided to the Customer pursuant to the terms of the Agreement.
Standard Support Services	the support services provided by the Company or its Authorised Provider in connection with the Services described in Clause 5;
Voice Safe Service	the Service Assured Product described in Clause 8 and provided to the Customer pursuant to the terms of the Agreement;
Wholesale Line Rental Services	wholesale line rental services (an industry-wide system of renting ISDN and PSTN lines) provided in accordance with the standards set out in Schedule 3.

2. MASTER SERVICES AGREEMENT

- 2.1. This Service Schedule incorporates the terms of the Master Services Agreement. For the avoidance of doubt, in the event of conflict between the Master Services Agreement and the terms of this Service Schedule, the terms of this Service Schedule shall prevail.
- 2.2. Expressions defined in the Master Services Agreement and used in this Service Schedule have the meaning set out in the Master Services Agreement unless otherwise defined. The rules of interpretation set out in the Master Services Agreement apply to this Service Schedule.
- 2.3. The Agreement constitutes the entire agreement between the parties in respect of its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty the Company has made or given, or which has been made or given on the Company's behalf which is not set out in the Agreement.
- 2.4. The Agreement shall govern the Services provided under this Service Schedule to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

- 3.1. The Customer acknowledges that the Connection must successfully take place before the Services can commence.
- 3.2. The provision of the Services is subject to the Customer Computer System passing any feasibility check conducted by the Company or its Authorised Providers.
- 3.3. Unless otherwise agreed with the Company in writing, the Services will be provided in the United Kingdom.

- 3.4. The provision of the Services is subject to all relevant licences, infrastructure (or interconnect arrangements) and consents being in place. The Customer shall obtain any consent or facility that is necessary or desirable for the Company to provide the Services at the Site.
- 3.5. The Customer acknowledges that:
 - 3.5.1. the Company shall not be liable or responsible for any delays, delivery failures or any loss or damage arising out of or resulting from the transfer of data including but not limited to Customer Data, over communications Networks and facilities (including the internet) unless caused by an act or omission of the Company;
 - 3.5.2. the Services may be subject to limitations, delays and other problems arising out of the use of communications Networks and facilities;
 - 3.5.3. the Services are not designed to support Diallers of any description;
 - 3.5.4. scheduled downtime will occur from time to time. The Company will use its reasonable endeavours to provide the Customer with at least three (3) Working Days' notice of any scheduled downtime. Although the Company will not be responsible for any loss or consequence of delay suffered by the Customer arising out of any such downtime in the Services, it will use all reasonable endeavours within its control to prevent or reduce such downtime;
 - 3.5.5. the existence of any minor errors in the Services shall not constitute a breach of the Agreement by the Company;
 - 3.5.6. the Services do not support conveyance of calls to International Destination Networks;
 - 3.5.7. whilst the Services include capabilities which enables it to adhere to regulations including PCI (Payment Card Industry) for card payments, and OFCOM for outbound Diallers, neither the Company or its Authorised Providers will be responsible for compliance to any such regulations by the Customer.
- 3.6. Subject to clause 3.5.6, the Customer will be able to make Calls to any destination unless Barring has been set up, via the Configuration Portal, in relation to Calls to and from particular numbers or destinations.
- 3.7. If abnormally high Call volumes are conveyed via the Services for onward termination, the Company or the Company's Authorised Provider may instigate Network management control measures including but not limited to Barring.
- 3.8. The Services will not support the following Call types:
 - 3.8.1. Outgoing Calls to
 - 3.8.1.1. Non-E164 PSTN numbers for calls terminating outside of the UK;
 - 3.8.1.2. 070 personal numbering services;
 - 3.8.1.3. dial up internet services; and
 - 3.8.1.4. video calls that require IP to TDM translation.
 - 3.8.1.5. 1XX, 1XXX and 1XXXX codes (excluding directory enquiry services);
 - 3.8.1.6. Premium Rate Services,
 - 3.8.2. Incoming Calls to 070 personal numbering services; and

3.8.3. short message service and text messaging.

- 3.9. The Customer shall provide a suitable and safe working environment for the Company, BT or Network Operator and anyone acting on their behalf (such as employees, agents, consultants, subcontractors) at the Site and ensure the Site complies with all applicable laws.
- 3.10. The Customer acknowledges and agrees that the Company and/or its licensors own all intellectual property rights in the Software and the Services. Except as expressly stated in the Agreement, the Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or any related Documentation.
- 3.11. The provision of the Services is subject to the Customer complying with the Company's Fair Usage Policy.
- 3.12. In relation to Authorised Licences, the Customer's access to the Services shall be limited to the number of individual Authorised Licences specified in the Order Form.
- 3.13. Any additional Authorised Licences requested by the Customer shall be requested in writing. The Company shall evaluate such requests and may respond to the Customer with an Order Form, which will set out additional set-up or ongoing costs to the Customer for creating and granting such additional Authorised Licences.
- 3.14. On receipt of an Order Form issued pursuant to clause 3.13 above, the Customer may Offer to purchase additional Authorised Licences by returning the duly executed Order Form to the Company. If the Company accepts such Offer, a separate Agreement between the Company and the Customer will come into existence comprising of the applicable Order Form to which the purchase of the additional Authorised Licences relates, this Service Schedule and the Master Services Agreement.
- 3.15. The Customer shall, at the Company's request, arrange for Customer Equipment to be reprogrammed by its designated maintainer in accordance with instructions provided by the Company, to enable any indirect or other access to Company Equipment and the Customer Computer System for the purpose of supplying the Services. The Company will have no responsibility in respect of such reprogramming.
- 3.16. The Services are available only if the Customer has a valid contract for the use of an analogue Exchange Line (in the case of the Wholesale Line Rental Services or digital Exchange Line capable of supporting an existing ISDN30 service (in the case of wholesale ISDN30 Service) direct Exchange Line (for each Exchange Line being ordered) which terminates on a Connection Point or SIP Trunk based exchange on any type of data circuit. If such contract does not exist, the Customer must request the Company to have an Exchange Line, Connection Point and/or ISDN30 bearer installed, as appropriate.
- 3.17. The Customer acknowledges that certain technical constraints relate to the Services or that certain Services are incompatible with the Services available from BT or other Network Provider, and such incompatible services are excluded from the Services. The Customer also acknowledges that some technical limitations within the System may not become apparent until after the Services have been provided for some time. In such circumstances, with the agreement of the Customer, the Services may need to be withdrawn in which case the Customer shall be entitled to a pro rata rebate of any relevant Charges paid in advance by the Customer. Where the Customer insists the Service is to remain the Company, the Customer will be deemed to have accepted the Service and the Company shall have no liability in relation to such Service.
- 3.18. There may be geographical and technical limitations that may affect or prevent installation of a specific Service. Accordingly, the Customer accepts that the provision of a Service is subject to a Site survey. Where the Company is aware of any limitations following the survey that may

impact provisioning or where the Service cannot be provided the Company will contact the Customer within two (2) Working Days and cancel the impacted Service without charge.

- 3.19. The Customer agrees to route all of their Calls to the Company for the duration of the Agreement. Should the Customer fail to comply with this Clause 3.19, the charges as stated in Clause 15.4 will be applicable.
- 3.20. The Customer shall comply with any requirements notified by the Company relating to number portability.
- 3.21. Where the Customer's existing account with an existing provider includes existing provider equipment which is not required for the provision of the Services, the Customer shall contact existing provider in order to remove the existing provider equipment or move such equipment to another existing provider account.
- 3.22. The Customer understands and accepts that the Company may rely upon BT's or other Network Operator's co-operation in providing the Services or that the provision of the Services are governed by BT or other Network Operator and the Company relies upon such Network Operator's co-operation. Accordingly:
 - 3.22.1. the Company gives no warranty, representation or undertaking as to the speed, quality or validity of the Services and no liability shall accrue to or be incurred by the Company arising from any failure of or delay suffered by the Customer in respect of the same; and
 - 3.22.2. the provision of the Services requires that BT or other Network Operator undertakes programming at exchange level. Accordingly, it is agreed that any act, default or delay by BT or other Network Operator in carrying out such programming or otherwise relating to or affecting the Services shall not be the responsibility of the Company.
- 3.23. The Customer hereby agrees to terminate any existing contract for equivalent services with an alternative communications service provider.
- 3.24. The Customer shall provide the Company with any relevant account and CLI numbers that may be required by BT or other Network Operator. The Customer acknowledges that the Company cannot process the provisions of the Services until such information is provided by the Customer.
- 3.25. Any Customer Equipment to be connected with the Services shall be connected by means of Connection Points and ancillary wiring both as installed and maintained by the Company. If the Customer wishes a Connection Point to be moved to another place within the Site, the Company may agree, subject to payment of the Company's applicable charges. Unless otherwise agreed in an Order Form, the Customer will be responsible for the supply, maintenance and upgrade of necessary telephony Equipment.

4. EMERGENCY CALL ACCESS

- 4.1. An Emergency Call Service will only be available where the Emergency Call originates from a calling party located in the UK having a telephone number conforming to the National Telephone Numbering Plan and being either from a geographic number range or from non-geographic number ranges with a prefix of: 055, 056, 03 or 08.
- 4.2. Subject to the provisions of this Clause 4, where Emergency Calls are conveyed to the Service platform, the Company or its Authorised Provider will use reasonable endeavours to:
 - 4.2.1. convey Emergency Calls to one of the relevant Emergency Centres;
 - 4.2.2. provide the Customers geographic address locations to the Emergency Services Database, based on the information provided by the Customer in the Order Form;

- 4.2.3. if the geographic location of the Emergency Call cannot be sufficiently identified, provide an onward connect service to the relevant Emergency Services Organisation via an Emergency Centre telephone operator by means of two-way voice telephony;
 - 4.2.4. liaise and co-operate with the Customer in attempting to resolve problems that may arise in relation to conveying Emergency Calls to one of the relevant Emergency Centres; and
 - 4.2.5. assist the Emergency Services Organisations with requests for call-trace in an attempt to identify the geographic location of the Emergency Call and the Customer telephone number if not automatically provided.
- 4.3. If the Company or its Authorised Provider receives an Emergency Call for which it is not possible to clearly confirm the geographic location or Connect To Number, or the information is incorrect or corrupted, the Company or its Authorised Provider will use its reasonable endeavours to convey the Call to the appropriate Emergency Services Organisation.
 - 4.4. The Customer must provide the Company with the address(es) where the Customer (and its individual users) will make Calls and keep such information on all such locations up-to-date.
 - 4.5. The Company will supply to the Customer an annual audit file which lists the name and address details of the Customers individual users by telephone number, which are held for 999 verification.

5. STANDARD SUPPORT SERVICES

- 5.1. The Company will provide the Services and Standard Support Services to the Customer. The Service Levels applicable to Standard Support Services are set out in Schedule 1 respect of and Schedule 3.
- 5.2. In the provision of Standard Support Services, the Company or its Authorised Provider shall provide first-line support to the Customer for the Services, which comprises of the following:
 - 5.2.1. a help desk support facility provided to the Customer for first line technical support free of charge and in doing so, the Customer will directly liaise with the Company's Authorised Provider as required to provide Standard Support Services to the Customer, or otherwise enable the Company to fulfil its obligations under the Agreement;
 - 5.2.2. remote engineer support during Working Hours only; and
 - 5.2.3. visits to the Customer's Site (at times convenient to the Company or its Authorised Provider) and such Site visits will be free of charge provided that the visit relates to the discovery of a Fault either directly caused by the Company, or its Authorised Provider. If the Site visit does not relate to a Fault, or the Fault in question was not directly caused by the Company or it's Authorised Provider, then the Company may charge for the Site visit in accordance with its then applicable charges (unless the Customer is receiving the benefit of the Line Safe Service).
- 5.3. On discovery of a Fault, the Customer shall immediately report the Fault to the Company's Customer Services Department and provide the information required by the Company under paragraph 2 of Schedule 1. Subject to provisions of this clause 5 and paragraph 4 of Schedule 1, the Company will respond to the Fault in accordance with the applicable Service Levels for Standard Support Services or as otherwise agreed between the Company and the Customer.
- 5.4. The Company shall not be obliged to fix any Fault if the Fault is caused by the Customer's:
 - 5.4.1. failure to comply with any user manual or other Documentation made available by the Authorised Provider or Company relating to the Service;

- 5.4.2. failure to follow the Company's oral or written instructions as to the use of the Services;
or
 - 5.4.3. improper use of the Services; or
 - 5.4.4. use of the Services outside its normal application.
- 5.5. If the Company agrees to fix or attend to a Fault:
- 5.5.1. caused by the circumstances set out in Clause 5.4; or
 - 5.5.2. caused by the Customer; or
 - 5.5.3. that otherwise falls outside the responsibility of the Company; or
 - 5.5.4. where no Fault is subsequently found, then
- the Company may charge the Customer for such work at its applicable man-hour rate.

6. ENHANCED HOSTED – SERVICE ASSURED PRODUCT

- 6.1. In addition to the Standard Support Services as defined in Schedule 2, the Company also offers two levels of Enhanced Hosted Services which can be made available to the Customer pursuant to Schedule 2 of the Master Services Agreement:
- 6.1.1. Enhanced; or
 - 6.1.2. Enhanced PLUS.
- and the service options applicable to each level are set out in Schedule 2.
- 6.2. Subject to payment of the applicable Charges, the Company shall provide Enhanced Hosted Services to the Customer from the Service Assured Product Commencement Date and shall continue to provide Enhanced Hosted Services to the Customer for successive periods of 30 (thirty) days (each 30-day period being a Rolling Monthly Term).
- 6.3. The Company or Customer may give written notice to the other, not later than thirty (30) days before the end of a Rolling Monthly Term, to terminate the Enhanced Hosted Services and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, on termination of the Enhanced Hosted Services, howsoever arising, the Agreement shall continue in full force and effect for the remainder of the Term, unless terminated earlier accordance with the terms of the Agreement.
- 6.4. The Charges applicable to Enhanced Hosted Services are calculated based on the number of Authorised Licences granted to the Customer by the Company. The Customer may not request that Enhanced Hosted Services apply to less than the number of Authorised Licences granted by the Company in respect of Standard Support Services.
- 6.5. To the extent any applicable Change Request is technically feasible:
- 6.5.1. if the Customer has selected the Enhanced service level, any Change Requests may be actioned during a Working Day only, or
 - 6.5.2. if the Customer has selected the Enhanced PLUS service option, Change Requests may be actioned during a Working Day or Out-of-Hours.
- 6.6. **24/7 Remote Support:** to extent the Enhanced Hosted Services service option includes 24/7 Remote Support, such 24/7 Remote Support shall only apply to:

- 6.6.1. Priority 1 and Priority 2 issues only (in the case of Enhanced level); and
- 6.6.2. all Faults, including programming (in the case of Enhanced PLUS level).
- 6.7. In the case of Enhanced level 24/7 Remote Support, such support does not include certain add-ons, moves and changes including but not limited to time of day routing changes, hunt group changes, extension programming, auto attendant changes or any other support services that may require on-Site attendance. The Company will notify the Customer at the time of the Customer's request for 24/7 Remote Support whether the Customer is able to benefit from this service option and, if not, what additional charges will apply in order to receive such services.
- 6.8. The Company does not monitor emails or its CRM system Out-of-Hours. Any request by the Customer for 24/7 Remote Support or Change Requests Out-of-Hours (to the extent the Customer is eligible to receive such Out-of-Hours support) must be made by telephone. Any requests or reports made by email Out of Hours will not be actioned until the next Working Day.
- 6.9. **Site Visits:** Where the Enhanced Hosted Services service option includes Site visits:
 - 6.9.1. this is subject to a maximum of four (4) separate visits to the Customer's Site per annum, except where the Site visit concerns a Fault directly caused by the Company or Company's Authorised Provider. The Company will track this on its appointments module and notify the Customer at the time of their request for a Site visit if they have reached their maximum number of Site visits or if the Customer's use of Enhanced Hosted Services are unreasonably excessive (and what additional charges will apply); and
 - 6.9.2. the Customer acknowledges and accepts that Site visits Out-of-Hours will only be available for Priority 1 and Priority 2 issues only.
- 6.10. **Training:** Where the Enhanced Hosted Services service option includes training refreshers this includes:
 - 6.10.1. **Remote Training:** subject to clause 6.11, remote training will be limited to a maximum of 1 hour time slots and subject to no more than one 1-hour training session per week. If the Company believes that excessive training requirements are being requested then the Company will notify the Customer at the time of their request for remote training and what additional charges will apply. The Company will not proceed with any request until it receives the Customer's acceptance of any charges in writing.
 - 6.10.2. **On-Site Training:** subject to clause 6.11, on-Site training will be limited to a maximum of one (1) visit of three (3) hours per annum. The Company will track this on the Company's appointments module and notify the Customer at the time of their request for on-Site training if they have reached their maximum number of on Site training and what additional charges will apply. The Company will not proceed with any request until it receives the Customer's acceptance of any charges in writing.
- 6.11. For the avoidance of doubt, remote and on-Site training shall only be provided during a Working Day and is not subject to any Service Levels referred to under the Agreement. The Company shall not have any liability to the Customer if it fails to provide or is delayed in providing the remote and/or on Site training and such failure or delay shall not entitle the Customer to any Service Credit or other sums.
- 6.12. **Welcome announcement and auto-attendance messages:** where the Enhanced Hosted Services service option includes the provision of welcome announcements and auto-attendance messages, all welcome announcements and/or auto-attendance messages will be made by employees of the Company. If:
 - 6.12.1. the Customer wishes to use its own employees for any welcome announcements and/or auto-attendance message, no charges shall apply;

- 6.12.2. the Customer wishes for the Company to arrange for the Customer's welcome announcements and/or auto-attendance message to be professionally recorded by a third party, additional charges will apply and the Company will notify the Customer of these at the time of their request.
- 6.13. The exclusions and exceptions set out in paragraph 4 of Schedule 1 shall apply to the measurement and calculation of the Enhanced Hosted Service Levels therein.
- 6.14. At the Customer's own cost, the Customer shall ensure that the Company shall have such remote and other access to the Customer Computer System and infrastructure as the Company shall require to provide the Enhanced Hosted Services.
- 6.15. In the event that the Company is required to engage with BT or other supplier to perform the Enhanced Hosted Services the Company shall not be liable for any failure to meet the Enhanced Hosted Service Levels under Schedule 1 and Schedule 2 attributable to an act or omission of a third party supplier.
- 6.16. **Changes Requests/Programming Requests:** Subject to Clause 6.17, where the Customer has purchased Enhanced Hosted Services from the Company, the Customer is entitled to unlimited Change Requests and programming requests.
- 6.17. If the Customer's Change Requests or programming requests are, in the reasonable opinion of the Company, excessive, then the Company will inform the Customer and provide the Customer with a quotation to perform the request. The Company will not proceed with any request until it receives the Customer's acceptance of any charges in writing.

7. CALL RECORDING PROVISIONING

- 7.1. In order to provide any Call Recording Service, each call to be recorded must be routed over the Network.
- 7.2. The Customer warrants to the Company that it has authorised the Company to act on its behalf in respect of their Recordings.
- 7.3. Subject to any applicable legislation (for example Data Protection Legislation), the Recordings and any data contained within the Recordings are the property of the Customer.
- 7.4. The Customer acknowledges and is aware, that the Customer is responsible for all content within each Recording and shall ensure that all necessary steps are taken to ensure such content complies with the requirements of any applicable legislation.
- 7.5. The Customer shall notify the Company of all numbers that it requires to be recorded by any Call Recording Service and the Customer is solely responsible for notifying the Company of any changes, deletions or amendments to any such numbers.
- 7.6. Unless otherwise agreed in writing by the Company, the Company shall commence Recording of calls automatically on call answer and shall terminate Recording on call release.
- 7.7. Subject to Clause 7.12, the Customer acknowledges that save with the Customer's prior written consent, the Company shall not, and has no obligation to review or edit any Recordings. The extent to which the Customer reviews, edits or deletes Recordings is entirely the responsibility of the Customer.
- 7.8. The Company shall only allow access Recordings to a party who has the correct access details.
- 7.9. Without prejudice to the obligations placed upon the Customer pursuant to this Clause 7 the Company reserves the right to refuse access to any Recordings subject to being provided with such evidence as it may require that the relevant requestee has authority to access such Recordings.

- 7.10. The Company will store two copies of all Recordings for the number of days set out in the Order Form after the date the Recording was made and will charge the Customer for such storage at the Company's then current rate for Call Recording Services after which time they will be automatically deleted.
- 7.11. Immediately following termination of any Call Recording Service the Company reserves the right to delete all Recordings relating to such Call Recording Service unless expressly agreed otherwise in writing with the Customer in advance.
- 7.12. the Company reserves the right to access, retain and disclose the Recordings or copies of them for the purposes of:
- 7.12.1. complying with its obligations under any agreement between the Company and a Network Operator;
 - 7.12.2. observing the performance of any Call Recording Service including for any Service Level monitoring;
 - 7.12.3. retaining a record of activity on the Company's equipment or systems;
 - 7.12.4. performing emergency maintenance or resolving any Faults within any Recording;
 - 7.12.5. compliance with legislation or with any instruction from a court of competent jurisdiction or other regulatory authority (including but not limited to OFCOM and Data Protection Legislation);
 - 7.12.6. complying with a written request from the Customer for information about or disclosure of its Recordings; or
 - 7.12.7. complying with its obligations under the Agreement.
- 7.13. Due to the nature of the Call Recording Services, it is technically impossible to provide the Services fault free and the Company does not undertake to do so. Accordingly:
- 7.13.1. it is the Customer's responsibility to report to the Company as soon as reasonably practicable any Faults or suspected faults with the Call Recording Service;
 - 7.13.2. subject to the provisions of the Agreement the Company will use reasonable endeavours to provide continuous access to the Recordings but cannot guarantee all Calls are recorded at all times and cannot be liable for any lost, corrupted or failed Recordings; and
 - 7.13.3. the Customer shall promptly download any Recordings which it deems important.

8. VOICE SAFE SERVICES – SERVICE ASSURED PRODUCT

- 8.1. Subject to payment of the applicable Charges, the Company will provide a Voice Safe Service to the Customer whereby the Company shall use its reasonable endeavours to ensure that the Customer does not experience call fraud in relation to:
- 8.1.1. numbers registered on the Customer's account; and
 - 8.1.2. any outbound calls to numbers that the Company is aware of that could be or are being used in a fraudulent way.
- 8.2. Subject to payment of the applicable Charges, the Company shall provide the Voice Safe Service to the Customer from the Service Assured Product Commencement Date and shall continue to provide the Voice Safe Service to the Customer for successive periods of 30 (thirty) days (each 30-day period being a Rolling Monthly Term).

- 8.3. The Company or Customer may give written notice to the other, not later than thirty (30) days before the end of a Rolling Monthly Term, to terminate the Voice Safe Service and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, on termination of the Voice Safe Service, howsoever arising, the Agreement shall continue in full force and effect for the remainder of the Term, unless terminated earlier accordance with the terms of the Agreement.
- 8.4. Where a Customer is receiving Voice Safe Services from the Company, the Company will Bar outbound calls to numbers that it has identified as being associated to fraudulent activity. Barring may be removed at the Company's sole discretion.
- 8.5. The Charges for the Voice Safe Service will be per Line and payable monthly in advance in accordance with the Agreement. The number of Lines per telephone number will be calculated by the number of live Lines associated to the Service where the Line rental may or may not be billed by the Company.
- 8.6. Subject to Clause 8.7 and Clause 18 of the Master Services Agreement, if a Customer receiving the benefit of Voice Safe Services experiences call fraud in relation to numbers registered on the Customer's account, the Company will pay compensation to the Customer of up to a maximum amount of £10,000 for loss suffered by the Customer directly arising from call fraud in relation to numbers registered on the Customer's account and which are subject to Voice Safe Services provided by the Company, subject to the loss directly suffered by the Customer being in excess of £125.00.
- 8.7. The Customer acknowledges and agrees that:
- 8.7.1. payment of the Voice Safe Service compensation pursuant to Clause 8.6 is subject to receipt by the Company of a valid Crime Reference Number for the fraud incidence in question (which shall be provided to the Company on request) and will not be payable if the Company discovers or reasonably suspects that the fraudulent call(s) were made by the Customer or its employees, agents, consultants, subcontractors or representatives; and
- 8.7.2. the Company will only provide the Voice Safe Service to the Customer on numbers capable of making outbound calls on one or more of the Networks that the Company has registered the Customer to have access to, but only where the Company receives the call traffic costs. Where fraud calls are made on a network not supplied and billed by the Company then the Voice Safe Service cannot be provided and no compensation will become payable in the event that fraud calls are billed directly to the Customer by other call providers.

9. LINE SAFE SERVICES – SERVICE ASSURED PRODUCT

- 9.1. Subject to payment of the applicable Charges, the Company may provide a Line Safe Service to the Customer whereby if the Customer experiences a line Fault in relation to numbers registered on their account and provided that the Company bill the Line rental, the Company will:
- 9.1.1. log each Call received by the Company from the Customer with Openreach; and
- 9.1.2. cover the cost of Call-Out Charges generated by the attendance of an Openreach engineer to the Customer's Site when it becomes evident that the Fault is not related to Openreach's network or infrastructure where most commonly in this instance the fault relates to Customer own wiring or Customer Equipment.
- 9.2. Subject to payment of the applicable Charges, the Company shall provide the Line Safe Service to the Customer from the Service Assured Product Commencement Date and shall continue to provide the Line Safe Service to the Customer for successive periods of 30 (thirty) days (each 30-day period being a Rolling Monthly Term).

- 9.3. The Company or Customer may give written notice to the other, not later than thirty (30) days before the end of the Rolling Monthly Term, to terminate the Line Safe Service and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, on termination of the Line Safe Service, howsoever arising, the Agreement shall continue in full force and effect for the remainder of the Term, unless terminated earlier accordance with the terms of the Agreement.
- 9.4. The Charges for the Line Safe Service will be calculated on a per Line basis and payable monthly in advance by the Customer in accordance the Agreement. The number of Lines per telephone number will be calculated by the number of live Lines associated to the Service where the Line rental is billed by the Company, and the Charges payable by the Customer will be calculated on this basis.
- 9.5. The Customer acknowledges and agrees that the Charges payable for the Line Safe Service will not include the following costs and charges:
- 9.5.1. charges for missed appointments where an Openreach engineer has attended site and has not been able to gain access for any reason and this may relate to a line Fault or provision of new and additional service; or
 - 9.5.2. any Openreach engineering call out charges in relation to the provision or re-arrangement of new or existing services; or
 - 9.5.3. any charges in relation to broadband Faults and broadband SFI engineering visits; or
 - 9.5.4. any call out charges related to line Faults and will not cover call out charges related to telephone systems and / or telephony equipment; or
 - 9.5.5. any Openreach engineering charges in relation to malicious or accidental damage caused to Openreach's network or infrastructure by the Customer or any third party,
- and the Customer will be responsible for all such costs and charges in addition.

10. BUSINESSES CONTINUITY – SERVICE ASSURED PRODUCT

- 10.1. Subject to payment of the applicable Charges and the provisions of this Clause 10, the Customer will receive Business Continuity whereby the Company will provide the Customer with disaster recovery functionality by redirecting inbound Calls to alternative call destinations in the event the Customer experiences Service downtime.
- 10.2. The Customer acknowledges and accepts:
- 10.2.1. Business Continuity does not include voicemail facility; and
 - 10.2.2. the availability of Business Continuity is contingent on the Customer receiving the Site Assurance Service.
- 10.3. The Company is not liable to the Customer for any redirected Calls that do not successfully terminate at the call destination or otherwise not received by the Customer.
- 10.4. The Customer is responsible for devising a Business Continuity plan, which shall consist of the following information:
- 10.4.1. the call destinations to which Calls should be redirected to, allowing for a maximum number of 10 call destinations;
 - 10.4.2. any required welcome message; and
 - 10.4.3. any other information that the Company requests from the Customer

(Business Continuity Plan).

- 10.5. The Customer must ensure that the Business Continuity Plan is complete, accurate and up-to-date at all times. The Company will not be liable to the Customer for any act or failure of the Company arising from inaccuracies in the Customer's Business Continuity Plan.
- 10.6. Charges applicable to Business Continuity shall be payable by the Customer in advance and on a monthly basis, in accordance with the Agreement.
- 10.7. To the extent the Company, in the provision of Business Continuity to the Customer, is required to redirect Calls from non-geographic numbers, the Customer will be liable to pay additional charges at the Company's then current rates.
- 10.8. Subject to payment of the applicable Charges, the Company shall provide Business Continuity to the Customer from the Service Assured Product Commencement Date and shall continue to provide Business Continuity to the Customer for successive periods of 30 (thirty) days (each 30-day period being a Rolling Monthly Term).
- 10.9. The Company or Customer may give written notice to the other, not later than thirty (30) days before the end of the Rolling Monthly Term, to terminate Business Continuity and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, on termination of Business Continuity, howsoever arising, the Agreement shall continue in full force and effect for the remainder of the Term, unless terminated earlier accordance with the terms of the Agreement.

11. SITE ASSURANCE – SERVICE ASSURED PRODUCT

- 11.1. Subject to payment of the applicable Charges, a Customer receiving ISDN30 services from the Company can redirect Calls in the event of power loss, system failure or loss of access to office premises to an alternative call destination.
- 11.2. Charges applicable to Site Assurance shall be payable by the Customer on a monthly basis and in accordance with the Agreement.
- 11.3. Subject to payment of the applicable Charges, the Company shall provide the Site Assurance Service to the Customer from the Service Assured Product Commencement Date for and shall continue to provide the Site Assurance Service to the Customer for successive periods of 30 (thirty) days (each 30-day period being a Rolling Monthly Term).
- 11.4. The Company or Customer may give written notice to the other, not later than thirty (30) days before the end of the Rolling Monthly Term, to terminate the Site Assurance Service and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, on termination of the Site Assurance Service, howsoever arising, the Agreement shall continue in full force and effect for the remainder of the Term, unless terminated earlier accordance with the terms of the Agreement.

12. THE COMPANY'S OBLIGATIONS

- 12.1. The Company shall use its reasonable endeavours to meet the Service Levels and any performance dates agreed in writing, but any such dates shall be estimates only. The Company shall not be liable for failure to meet them, and time shall not be of the essence for performance of the Services.
- 12.2. The Company does not warrant that the Software and Services will be free from Vulnerabilities or that the Customer's use of the Software and the Services will be uninterrupted or error-free.
- 12.3. The Company may:

- 12.3.1. change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content; and
- 12.3.2. determine how the Services are presented and delivered or are otherwise made available to the Customer. The Company can change the means or method of providing the Services or the way they are presented, delivered or otherwise made available to the Customer at any time.

13. TELEPHONE NUMBERS, CODES AND DIRECTORIES

- 13.1. The Company will allocate a telephone number to the Customer in respect of the Exchange Line and, unless the Customer requests otherwise, will arrange for a free standard entry to be made in a telephone directory published by BT or any other operator (as appropriate).
- 13.2. The Company may alter the name or number of a telephone exchange serving the Exchange Line, the telephone number, or any other name, code or number whatsoever that the Company allocates to the Customer in instances where such alterations are required as a result of necessary operational or technical changes to the Network or changes in legal or regulatory requirements.
- 13.3. Where the Company allocates telephone numbers to the Customer, the Customer will not (subject to any statutory or licence provisions relating to number portability) acquire any rights (including without limitation any Intellectual Property Rights) whatsoever in such telephone numbers. The Customer will not apply for registration of the telephone numbers as part of a trademark.
- 13.4. The Customer acknowledges and agrees that allocated phone number(s) may have been listed in a directory and/or on a website(s) or other publications at the request of a previous subscriber and this is beyond the Company's control and the Company shall not be responsible or held liable for any resulting harm or loss. If Calls are received from a previous subscriber's callers, please contact the Company immediately to cancel the phone number(s) and select replacement phone number(s).
- 13.5. The Company will not reimburse the Customer, in any way, for any cost(s) associated with the publication of the phone number(s) allocated by the Company in the public domain. The Customer shall be solely responsible for any costs, fees, damages and/or losses related to the publication of the phone number(s) provided by the Company.
- 13.6. If the Company has an agreement with the Customer's existing telecommunications service provider, the Company can, at the Customer's request, provide the Customer with a telephone line using the Customer's existing number subject to the following:
 - 13.6.1. there are no technical reasons preventing the use of the number;
 - 13.6.2. the existing telecommunications service provider agrees to release the relevant telephone number(s);
 - 13.6.3. the Customer agrees to cease service on the existing telecommunications service provider's telephone line using the telephone number and authorises the Company to arrange such cessation to take place;
 - 13.6.4. the Customer provides the Company with full details including (but not limited to) the account name, account number, service address and billing address;
 - 13.6.5. the Customer paying the Company's charges (if any) for number portability; and
 - 13.6.6. to the extent applicable, number portability being available at the Site.

- 13.7. The Company does not accept any liability for claims relating to the Customer's ability to use or continue use of a particular telephone number.

14. THE CUSTOMER'S OBLIGATIONS

- 14.1. The Customer shall:

- 14.1.1. ensure that, prior to the Service Go-live Date, adequate virus protection software is installed on all Customer Computer Systems to which the Company will require access for the purpose of performing the Services;
- 14.1.2. afford to the Company all access and facilities that the Company shall reasonably require when attending the Customer's premises or the Site;
- 14.1.3. ensure that Customer Computer System, IT infrastructure and connectivity shall be adequate to enable the Company to efficiently provide the Services;
- 14.1.4. ensure that the Company shall have such remote and other access to the Customer Computer System and infrastructure of the Customer to the extent necessary to provide the Services;
- 14.1.5. enter into and maintain contracts directly with such third party providers as may be necessary to enable the Company to provide the Services and ensure that such contracts permit the Company to request resources directly from each provider on behalf of the Customer when required;
- 14.1.6. only use Equipment authorised by the Company for Connection to the Network and also comply with all relevant legislation relating to the Customer's use of the Equipment. Any equipment not listed as authorised equipment by the Company, where applicable, will not be supported by the Services;
- 14.1.7. ensure that any Software, Documentation or manuals (if any) provided by the Company to the Customer to enable the Customer to receive and use the Services, are used for the Customer's internal use only and, except as permitted by applicable law or as expressly permitted under the Agreement the Customer will not, without the Company's prior written consent, copy, de-compile or modify any Software, nor copy the manuals or documentation relating to that Software, nor knowingly allow or permit anyone else to do so;
- 14.1.8. not use the Services and will take all reasonable steps to ensure that the Services are not used by anyone:
 - 14.1.8.1. to send, knowingly receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing;
 - 14.1.8.2. in a way that does not comply with the terms of any legislation or any licence applicable to the Customer;
 - 14.1.8.3. in a manner that is in any way unlawful, fraudulent or in bad faith or, to the knowledge of the Customer, has any unlawful, fraudulent or bad faith purpose or effect;

- 14.1.8.4. in a manner which is contrary to this Clause 14; or
- 14.1.9. keep confidential and secure any user names and passwords provided or enabled by the Company and use them strictly in accordance with any instructions issued by the Company;
- 14.1.10. indemnify the Company against any losses, damages, costs (including reasonable legal fees) and expenses incurred by or awarded against the Company as a result of;
 - 14.1.10.1. the Customer's breach of this Clause 14;
 - 14.1.10.2. use by the Customer of the Services that causes damage to, interrupts or otherwise prevents the Company from supplying the Services to other customers or complying with obligations owed to other customers;
 - 14.1.10.3. any use of the Services by the Customer that promotes or assists any illegal activity.
- 14.1.11. co-operate with and follow the Company's reasonable instructions to ensure the proper use and security of the Services;
- 14.1.12. provide such personnel assistance, as may be reasonably requested by the Company from time to time;
- 14.1.13. ensure that all voice transmission is routed through the Company for the duration of the Minimum Term, or Subsequent Term as the case may be; and
- 14.1.14. maintain a written list of current Authorised Licences of Software, and provide such list to the Company as may be reasonably requested by the Supplier from time to time;
- 14.2. In relation to any Software provided in connection with the Services, the Customer shall not:
 - 14.2.1. store, distribute, introduce or transmit through the Services:
 - 14.2.1.1. any Virus,
 - 14.2.1.2. any Vulnerability or
 - 14.2.1.3. any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
 - 14.2.2. access all or any part of the Software or Services in order to build a product or service which competes with the Software and/or the Services;
 - 14.2.3. use the Software or Services to provide services to third parties;
 - 14.2.4. transfer, temporarily or permanently, any of its rights under the Agreement, or
 - 14.2.5. attempt to obtain, or assist third parties in obtaining, access to Software, except as permitted under the Agreement.
- 14.3. The Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, Software or the Services and notify the Company promptly of any such unauthorised access or use.

- 14.4. If the Company's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 14.4.1. the Company shall without limiting its other rights or remedies, has the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
 - 14.4.2. The Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations under the Agreement; and
 - 14.4.3. the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 14.5. Neither the Company nor its Authorised Provider shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data except to the extent caused by the Company's negligence. Notwithstanding any other provision, the Company shall be entitled (but not obliged) to remove and/or delete (in the Company's absolute discretion) any Customer Data which it considers breaches the Customer's obligations under the Agreement.
- 14.6. The Customer agrees and acknowledges that it is the Customer's responsibility to ensure compliance with the requirements of the telephone preference service. The Company shall not be responsible for such compliance by the Customer.
- 14.7. The Customer shall not utilise and shall ensure that no other person uses the Services or the telephone number(s) allocated to the Customer:
- 14.7.1. for purposes other than the genuine conveyance of Calls;
 - 14.7.2. for storing, reproducing, transmitting, communicating or receiving any material in breach of any law, regulation, code of practice; or
 - 14.7.3. fraudulently or for any criminal or illegal purpose or in a manner that is contrary to any regulatory or legal requirement; or
 - 14.7.4. to make defamatory, offensive, obscene, indecent, menacing, abusive, nuisance or hoax Calls; or
 - 14.7.5. to cause annoyance, inconvenience or needless anxiety to any person; or
 - 14.7.6. contrary to instructions that the Company may give to the Customer from time to time; or
 - 14.7.7. to copy, store, modify, publish or distribute services or content (including ringtones), except where the Company gives the Customer prior permission in writing; or
 - 14.7.8. to download, send or upload content of an excessive size, quantity or frequency. The Company will contact the Customer if the Customers use is excessive; or
 - 14.7.9. in violation of any applicable local, national, or international law or regulation;
 - 14.7.10. in a manner which infringes the rights of any person, including intellectual property rights and rights of confidentiality.

15. CHARGES AND PAYMENT

- 15.1. Without prejudice of the Company's other rights under the Agreement, the Company shall be entitled to send an invoice to the Customer for:
 - 15.1.1. the Connection Charge when the Services are made available to the Customer;
 - 15.1.2. the Rental monthly in advance;
 - 15.1.3. the Call Charges after the end of the month in which the relevant Calls were made; and
 - 15.1.4. any additional Charges that may apply pursuant to the Agreement.
- 15.2. The Customer acknowledges and accepts Call Charges will be calculated using the details recorded or logged at the Company's telephone exchange and not details recorded by the Customer.
- 15.3. The Customer shall pay all Charges and Call Charges whether the Customer or someone else uses the Services. The Company shall not be under any obligation (express or implied) to monitor the Customer's calls, call usage and/or patterns of usage.
- 15.4. Where the Company is providing Services the Customer shall pay any cancellation charges, Call-Out Charges, engineering visit or Site survey charges, or maintenance service charges imposed on the Company by BT or other Authorised Provider and relating to the Service, save where such abortive visit or service maintenance charges arise through the Company's default.
- 15.5. Where the Charges have been based upon Service being provided as part of the Services or independently of other services the Customer acknowledges that:
 - 15.5.1. if the majority of Exchange Line rental or Sip Trunk rental or cloud based CLI ceases to be provided, the Company shall be entitled to amend Our Call Charges to Our then higher standard charges. For the purposes of this Clause 15.5.1, majority shall mean 50% or more of Service as provided at the Service Go-live Date ceases to be provided;
 - 15.5.2. if the majority of Rental ceases to be provided, the Company shall be entitled to amend Our Exchange Line Rental, SIP Trunk rental or Cloud CLI rental charges to Our then higher standard charges. For the purposes of this Clause 15.5.2, majority shall mean 50% or more of calls based on previous 3 months' typical call volume cease to be provided;
 - 15.5.3. if the majority of Exchange Line Rental or SIP Trunk rental or cloud based CLI, or Call Charges cease to be provided (including but not limited to if you port such services) the agreement shall terminate and the Early Termination Fee will apply unless the business returns within 30 Working Days. For the purposes of this Clause 15.5.3, majority shall mean:
 - 15.5.3.1. 50% or more of Service as provided at the Service Go-live Date cease to be provided; and
 - 15.5.3.2. 50% or more of calls based on previous 3 months' typical call volume cease to be provided.
- 15.6. The Rental shall continue to be payable during any period of suspension or restriction requested by the Customer in addition to any Charges for such suspension or restriction.
- 15.7. If the Customer fails to make payment in full by the due date, in addition to the Company's right to suspend the Services under the Agreement, the Company may withdraw passwords, accounts and/or access to the Services.

15.8. In the event that:

15.8.1. the Company agrees to implement the Customer's request to upgrade or amend the Services; or

15.8.2. the Company agrees to update, increase and/or change the Services in order to resolve the Customer's support issues,

then the Customer shall be responsible for, and shall pay to the Company, the costs incurred by the Company as a result of updating, increasing and/or changing the Services and any associated fees to be paid in respect of such upgrade or amendment.

16. TERMINATION

16.1. Without prejudice to any other rights or remedies to which the Company may be entitled including those under the Master Services Agreement, the Company may terminate the Agreement without liability to the Customer if:

16.1.1. the Customer commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within the following periods from the date of the notice from the Company:

16.1.1.1. 7 days where there is a failure to pay a sum due under the Agreement;

16.1.1.2. 14 days, if either sub-clauses 16.1.1.1 or 16.1.1.3 do not apply;

16.1.1.3. a shorter time, reasonably specified in the notice, in the case of Emergency;

16.1.1.4. 48 hours where the Customer is repeatedly in breach of the Agreement (including without limitation repeatedly late in paying sums due under the Agreement) where notice of a previous breach for the same reason has been given;

16.1.2. the Customer commits a material breach of any of the terms of the Agreement that is not capable of being remedied; or

16.1.1. the Customer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution, or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer.

16.2. Subject to Clause 15.5, the Customer may port CLIs to the Network and may also port CLIs from the Network to other third party Network Operators with whom the Company has a porting agreement.

16.3. Following termination of the Service:

16.3.1. the telephone service may be disconnected unless the Customer makes alternative arrangements with the Company or another communications service provider;

16.3.2. the Customer shall pay to the Company all amounts due to the Company in accordance with the terms of the Agreement;

- 16.3.3. any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.
- 16.4. Due to the nature of porting, the Customer acknowledges certain Services may not be available on CLIs ported to or CLIs ported away from the Network from time to time.
- 16.5. Following termination of the Agreement, if there is any programming on Customer Equipment to route Calls via the System the Customer shall be responsible for arranging for such programming to be removed and may be subject to payment of the Company's applicable Charges. If the Customer's new service supplier fails to successfully transfer the services then the Customer shall remain liable for the Charges after the date of termination until transfer is complete.

Schedule 1

SERVICE LEVELS

1. SERVICE LEVELS

1.1. Definitions

The following Service Levels will apply to all Services supplied pursuant to the Agreement, with the exception of Wholesale Line Rental Services. The provision of Wholesale Line Rental Services is subject to the Service Levels set out in Schedule 3.

Priority 1, Critical Outage

Problems that severely affect call processing service, traffic and require immediate corrective action (24x7) for example:

- 100% of users cannot access the Services;
- 100% of users cannot connect to voice servers;
- No inbound calls can be placed into queues;
- No outbound calls can be made from the system.

Priority 2, Major Impact

Problems that cause conditions that significantly affect system operation, maintenance, and administration and require immediate attention. The urgency is less than in critical situations because of a lesser effect on system performance, for example:

- There are call processing issues with a majority group of users (>50% of users);
- The system performance is degraded;
- Administration of service is degraded;
- There is no reasonable workaround.

Priority 3, Minor Impact

Problems which do not significantly impair the functioning of the system and do not significantly affect service to customers, for example:

- Individual agent issues;
- Problem is non-critical or not service affecting;
- There is a reasonable workaround.

Priority 4, Informational

Information needed concerning product capabilities, advice or basic configuration.

This Priority is restricted to "How To..." Questions and therefore handled as non-service impacting, for example Configuration questions:

- Usability issue, documentation problem

- There is an easy workaround or no workaround is required

1.2. **Priority Response Time Frames Definitions:**

- 1.2.1. **Response:** The time from creation of a ticket until contacted by the Company or its Authorised Provider;
- 1.2.2. **Restoration:** The time from creation of ticket until the Company or its Authorised Provider have restored the Services. If the problem cannot be immediately resolved, the Company or its Authorised Provider may provide a work around until the problem can be resolved;
- 1.2.3. **Resolution:** The time from the creation of a ticket until the Company or its Authorised Provider have a full fix to the issue.

		Target Times			
Level	Category	Response	Restoration	Resolution	Measurement Period
Priority 1	Critical	<1 hour	<4 hours	<24 hours	24 x 7 x 365
Priority 2	Major	<4 hours	<8 hours	<7 days	Mon – Fri 0800 : 1800
Priority 3	Minor	<1 day	<2 Working Days	<30 days	Mon – Fri 0800 : 1800
Priority 4	Informational	<5 days	n/a	As needed	Mon – Fri 0800 : 1800

- 1.3. the Company or its Authorised Provider shall use reasonable endeavours to provide a solution within the above target timeframes. For Priority 1, Critical Outage and Priority 2, Major Impact issues, the Company or its Authorised Provider will aim to provide a temporary solution to temporarily fix the Fault with the Service while a permanent solution is developed.
- 1.4. Priority 1 issues may be downgraded to Priority 2, and Priority 2 issues may be downgraded to Priority 3, following the application of a temporary solution.
- 1.5. To meet these goals, at the request of the Company or its Authorised Provider the Customer shall ensure that its personnel are onsite and that remote access to the Service, or affected product or system is available to allow remote diagnostics and maintenance.
- 1.6. The Service Levels shall only apply to Faults traced to the Company's or its Authorised Provider's Service platform and not to Customer CPE and Customer network connectivity related Faults.
- 1.7. It is technically impracticable to provide a Fault free Service and the Company does not undertake to do so.

2. CUSTOMER REPORTING

- 2.1. To assist the Company in meeting the service levels detailed in paragraph 1 above, when reporting an issue, the Customer shall provide the Company with:
 - 2.1.1. the date and time at which the problem occurred;
 - 2.1.2. the Services which the problem affected;
 - 2.1.3. the impact of the problem on the Services including a detailed description of the issue, including:
 - 2.1.3.1. the components involved, and
 - 2.1.3.2. the Activity ID involved in the issue;and any other information that the Company may reasonably require.

3. SUPPORT BOUNDARY

- 3.1. For the avoidance of doubt, the Company is not responsible for:
 - 3.1.1. the Customers:
 - 3.1.1.1. PC or server hardware; or
 - 3.1.1.2. Operations systems or Third party software;
 - 3.1.2. the Customers site network configuration
 - 3.1.3. solution administration and configuration including but not limited to creating/maintaining campaigns, users, groups, routing strategies;
 - 3.1.4. dialler management and configuration;
 - 3.1.5. the Customers workstation software replacement, installation or modifications;
 - 3.1.6. access to third party client portals or software;
 - 3.1.7. software outside the Service boundary including but not limited to OS, virus scanner, backup tools etc.; or
 - 3.1.8. the Customers PBX or internal telephony or data connectivity and circuits.

4. EXCLUSIONS AND EXCEPTIONS

- 4.1. The following exclusions and exceptions apply to the measurement and calculation of the Service Levels:
 - 4.1.1. incidents on the Customer's equipment outside of the Service boundary;
 - 4.1.2. incidents on BT Applications and / or network and application equipment due to acts or omission of the Customer;
 - 4.1.3. incidents reported by the Customer not observed/confirmed by the Company or its Authorised Provider;
 - 4.1.4. disruptions occurring within pre-notified engineering works window;








- 4.1.5. failure of access from suspension of the Services pursuant to terms of the Agreement for breach of the Agreement by the Customer;
- 4.1.6. outages due to scheduled maintenance are excluded from service level calculations;
- 4.1.7. outages due to unscheduled upgrades, requested by the Customer that cannot be performed during the regularly scheduled maintenance windows;
- 4.1.8. outages due to applicable national laws, customs, or regulations;
- 4.1.9. outages due to incidents of Force Majeure Events;
- 4.1.10. any failure caused by the Customer to (i) action, (ii) inaction, (iii) unavailability of Customer personnel in order to determine and/or isolate the problem including "Customer Pending Status", or (iv) the Customer's delay in installations, or (v) failure caused by the Customer's applications, equipment or supplier;
- 4.1.11. outages whereby the Company or its Authorised Provider is unable to gain access to the Customer's Site, for reasons attributable to the Customer, to carry out necessary repair work; or
- 4.1.12. unavailability of the BT Application and / or Network as a result of problems with environmental conditions including but not limited to power, climate, housing, switch off at the Customer's premises, the Customer's failure to follow agreed procedures, the introduction of unauthorised changes to supplier CPE (if applicable) or failure of the Customer's equipment.

Schedule 2

ENHANCED HOSTED SERVICE LEVELS

1. ENHANCED HOSTED SERVICE LEVELS

1.1. The following Service Levels will apply to the Enhanced Hosted Services:

	Standard	Enhanced	Enhanced PLUS
<ul style="list-style-type: none"> ▪ Telephone support with 4 hour response on Major Faults. ▪ 1 day response on Minor Faults and no Service Level on Change Requests. <ul style="list-style-type: none"> ▪ Programming that requires a Site visit are chargeable. ▪ Changes are subject to fair usage pursuant to clause 6.17 of this Service Schedule. 			
2 hour response on Major Faults			
4 hour response on Minor Faults			
12 hour completion on Change Requests			

Inclusive recordings of welcome announcements for the Customer's business including auto attendant, training and on hold.		✓	✓
Unlimited adds, moves and changes		✓	✓
Inclusive Site visits (please refer to clause 6.9)		✓	✓
Inclusive training refreshers (please refer to clause 6.10)		✓	✓
Application software support		✓	✓
24/7 remote support on Priority 1 and Priority 2 issues (excluding Bank Holidays)		✓	✓
24/7 remote support on ALL Faults (including Bank Holidays)			✓

Schedule 3

WHOLESALE LINE RENTAL SERVICES SERVICE LEVELS

- 1.1 The Company shall provide support to the Customer for the Wholesale Line Rental Services in accordance with this Schedule 3 as follows:
 - 1.1.1 **Level 1:** Cover is provided Mon-Fri 0800-1800 and the expected repair time from the point the Fault is logged is end of Next Working Day plus 1 Working Day.
 - 1.1.2 **Level 2:** Cover is provided Mon-Sat 0800-1800 and the expected repair time from the point the Fault is logged is end of Next Working Day.
 - 1.1.3 **Level 3:** Cover Mon-Sun and the timings for cover are Mon-Fri 0700-2100 and Sat-Sun 0800-1800. The expected repair time if the Fault is logged by 1300 is the same day and if logged after 1300 would be by lunch time the next day.
 - 1.1.4 **Level 4:** Cover 24/7 with a 6hr expected repair.
- 1.2 If the Customer instructs the Company to dispatch a representative of the Company to any Site to investigate a possible Fault, the Company reserves the right to invoice the Customer for the visit should the Fault be found to be with the Customer's network.
- 1.3 Where at the Customer's request the Company spends time investigating any Fault which is repeatedly or continuously reported by the Customer and the Company concludes each time that there has been no Service Failure, the Company reserves the right to charge the Customer a Call-Out Charge for all reasonable costs and expenses incurred in investigating the alleged Service Failure and the Customer agrees to pay such charges.