

Supplementary terms for the supply of On-Premise Voice Services

This Supplement is to be read in conjunction with the Company's General Terms and Conditions. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in this Supplement.

1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Line' means a connection to the telecommunications network.
- 1.2 'Call' means a signal, message or communication that is silent, spoken or visual on a Line.
- 1.3 'Service Limitations' means the Service Limitations set out in the Order.
- 1.4 'Telephony Equipment' means private branch exchanges, servers and telephone handsets, routers and switches which are provided and maintained by the Company, as set out in the Order.
- 1.5 'Customer Premises Equipment' ('CPE') means Equipment that may or may not be provided by the Company which is located at the Customer's premises.
- 1.6 'PBX Software' means software which provides the functionality of a private branch exchange.
- 1.7 'PBX Equipment' means equipment that in conjunction with PBX Software is designed to solely function as a private branch exchange.
- 1.8 'Dedicated Server' means a commercial off the shelf server which solely runs PBX Software.
- 1.9 'Toll Fraud' means a crime where a third party obtains telecommunications services illegally, including but not limited to breaching network security and accessing private branch exchange services or using or selling long distance credit card codes.
- 1.10 'Calling Line Identity' ('CLI') means the identity allocated to the originating Call.
- 1.11 'On-Premise Voice Services' means the maintenance and support of Telephony Equipment which is located on the Customer's site, described in the Schedule.
- 1.1 'Service Desk Services' means the service desk services described in the schedule.
- 1.12 'Services' means On-Premise Voice Services and Service Desk Services.
- 1.13 'LAN' means local area network situated at the Customer's site(s) and under the control of the Customer.
- 1.14 'Communications Act' means the Communications Act 2003 as amended by the Digital Economy Act 2010 and all other re-enactments.
- 1.15 'General Conditions' means the General Conditions of Entitlement set by Ofcom pursuant to its powers under the Communications Act.
- 1.16 'Special Condition' means any special conditions imposed by Ofcom pursuant to its powers under the Communications Act.
- 1.17 'End User' means a user of the Services subscribed to by the Customer.
- 1.18 'Emergency Call' means a Call made to either '999' or '112'.
- 1.19 'User' means a person who uses the Telephony Equipment to make Calls..
- 1.20 'Ofcom' means the Office of Communications or any competent successor.
- 1.21 '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.

- 1.22 'Response Time' means the time from the Customer reporting an issue by creating an incident report case to the Company contacting the Customer to acknowledge the incident report

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 The duration of each Additional Term shall be the same as the Minimum Term, unless otherwise set out in the Order.
- 2.3 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:
- 2.3.1 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 Minimum Term or any Additional Term thereafter;
- 2.3.2 The Customer notifies the Company of acceptance of changes, the Agreement shall continue in force for an Additional Term;
- 2.3.3 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 On-Premise Voice Services and Service Desk services as set out in the Order and described in the attached Service Schedule.
- 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 On-Premise Voice Services;
- 3.3.2 The provision of service desk services during the hours set out in the Schedule;
- 3.3.3 The installation of Telephony Equipment at the Customer's site(s), set out in the Order attached hereto;
- 3.3.4 The provision of training in the use of the Telephony Equipment.
- 3.4 During the term of this Agreement, the Company shall be entitled to:
- 3.4.1 Change the technical specification of the Telephony Equipment for operational reasons, statutory or regulatory requirements PROVIDED THAT such changes do not materially adversely affect the quality or performance of the Telephony Equipment;
- 3.4.2 Make alterations to the Telephony Equipment (including reconfigurations). Such alterations may result in temporary disruption to the operation of the Telephony Equipment and the Company will use reasonable endeavours to minimise such disruption and will provide as much notice as possible.
- 3.5 The Company cannot guarantee and does not warrant that the Telephony Equipment will be free from faults, including those which may interrupt of the operation of the Telephony Equipment.

4. ACCEPTABLE USE

- 4.1 The Customer agrees to use the Telephony Equipment 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 Equipment is not used by its 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 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 telecommunications network to which the Telephony Equipment is attached;
 - 4.2.5 Carry out any fraudulent, criminal or otherwise illegal activity, including Artificial Inflation of Traffic;
 - 4.2.6 Engage in conduct which amounts to improper or persistent misuse of a telecommunications network or service within the meaning of sections 127 and 128 of the Communications Act;
 - 4.2.7 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
 - 4.2.8 Falsify true ownership of software or data contained in a file that the Customer or User makes available via the Telephony Equipment;
 - 4.2.9 Falsify user information or forge addresses;
 - 4.2.10 Act in any way which threatens the security or integrity of any computer system;
- 4.3 In the event that the Customer uses auto-diallers to make automated Calls via the Telephony Equipment, 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;

5. CLIENT'S OBLIGATIONS

During the term of this Agreement, the Customer shall:

- 5.1 Pay all additional charges reasonably levied by the Company.
- 5.2 Indemnify the Company against all claims made by third parties arising from faults in the Telephony Equipment.
- 5.3 Ensure that adequate resilience is in place in the event of a power failure, including, but not limited to having the means to make Emergency Calls.
- 5.4 In the event that the Customer uses Call Recording features, the Customer shall:
 - 5.4.1 Ensure full compliance with the statutory requirements for the use of such feature; and
 - 5.4.2 Indemnify the Company against any claims made against the Customer which result from the use of such feature.
- 5.5 In the event that 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 and its supplier 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 Telephony Equipment.

- 5.6 Agree that in all instances where it attaches equipment that has not been provided by the Company to the Telephony Equipment 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.
- 5.7 Provide a LAN at each Customer site, the performance of which conforms to the requirements for delivery of voice over IP, as set out in the Annex to the attached Service Schedule.
- 5.8 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 the Regulator.
- 5.9 In the event that the Customer elects to configure the Telephony Equipment to present the Calling Line Identity when an outgoing Call is made, the Customer shall:
 - 5.9.1 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;
 - 5.9.2 Ensure that in the event that the CLI is not allocated to the Customer, the Customer possesses current written consent for its use by the allocated owner and in the event that such consent is revoked, immediately notify the Company;
 - 5.9.3 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;
 - 5.9.4 Ensure that the functionality is used in accordance with any other provisions of the "Guidelines for the provision of calling line identification facilities and other related services over electronic communication networks" published by Ofcom 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.
 - 5.9.5 Indemnify the Company against any claims arising from such breach.

6. COMPANY'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 Schedule.
- 6.2 Make available a service desk service that shall provide support and guidance in the use of the Telephony Equipment and manage the resolution of all Telephony Equipment-related faults raised by the Customer.
- 6.3 Respond to fault reports made by the Customer and make reasonable endeavours to repair any fault that is within the Telephony Equipment or directly caused by the Company, its employees, agents, subcontractors or suppliers.
- 6.4 Make reasonable endeavours to provide the Telephony Equipment by the RFS Date, but shall have no liability in the event of failure to do so.
- 6.5 Make reasonable endeavours to provide reasonable notice of any bona fide restriction which, for operational reasons the Company may place on the Telephony Equipment.

7. INDEMNITIES

- 7.1 The Customer agrees to indemnify, defend and hold harmless the Company or its supplier 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 or its supplier by a third party in the event of:
- 7.1.1 The Telephony Equipment 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-clauses 5.6 or 5.9 hereof or Clause 8 of the General Terms;
 - 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 In the event that 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 Equipment in conjunction with other equipment or software or any other service not approved by the Company;
 - 7.4.2 Modifying or altering the Telephony Equipment or configuration thereof without the prior written consent of the Company;
 - 7.4.3 Using the Telephony Equipment otherwise than in accordance with the terms of this Agreement.

8. GENERAL

- 8.1 The Company has no control over the data delivered to the Customer over the Lines provided either by the Company under the terms of an additional agreement or by a third party, and therefore cannot accept liability for loss or damage caused by malicious data including viruses, Trojan horses or spam.
- 8.2 In the event that 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.
- 8.3 In the event that 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.

- 8.4 The Company shall not be responsible for the programming, configuration or management of any Customer Premises Equipment that has been not been provided by the Company, unless set out on the Order.
- 8.5 Prior to enabling access to international and premium rate services, the Company shall require formal written notification of the Customer's consent to enable such services, as set out in clause 26 of the General Terms and Conditions.
- 8.6 In the event that the Customer elects not to accept firmware upgrades, patches or maintenance releases ('Updates'), the Company shall not be obliged to provide support until the latest Updates have been applied and the fault is shown to be present after the application of the Updates.

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 thirty days' notice in writing in the event that 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).

10. CHARGES AND PAYMENT

- 10.1 In general, invoices for installation and setup shall be raised by the Supplier immediately following the RFS Date, invoices for fixed periodic charges shall be raised in advance of the relevant period. The invoicing period is set out in the Order; and
- 10.1.1 In the event that during the term of this Agreement, Customer requests and the Company agrees to provide Services for additional Telephony Equipment, the Company shall charge for the cover of such additional Telephony Equipment from the following invoice date, such invoice to include any charges accrued in arrears.
- 10.2 The Company shall commence charging for the On-Premise Voice Services from the RFS Date, regardless of the date on which the Customer commences use of the On-Premise Voice Services or Telephony Equipment. In the event that 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 Supplier.
- 10.4 The Company shall not normally charge for the implementation of configuration change and information / "how to" requests made by the Customer. However, such provision is subject to fair usage and in the event that Customer's usage of the provision exceeds the limits that are deemed by the Company to be reasonable, the Company shall be entitled to charge the Customer for usage in excess of such limits.
- 10.5 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.
- 10.6 The Customer agrees that the Customer shall be liable for termination charges in the event that this Agreement is terminated by:

- 10.6.1 The Customer terminating this Agreement at convenience prior to the end of the Minimum Term, whereupon the Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Minimum Term;
- 10.6.2 The Customer terminating this Agreement at convenience prior to the end of any Additional Term, whereupon the Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Additional Term;
- 10.6.3 The Customer terminating this Agreement at convenience during the Run-Up Period, whereupon the Customer shall be liable for all set-up costs and cancellation costs incurred by the Company up to the date that the Company received notice of the Customer's intention to terminate;
- 10.6.4 The Company terminating 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, whereupon the Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Minimum Term;
- 10.6.5 The Company terminating this Agreement during an Additional Term by reason of the Customer's un-remedied breach of this Agreement, whereupon the Customer shall be liable for ninety percent of the fixed periodic charges payable for the remainder of the Additional Term;
- 10.7 the Customer shall not be liable for termination charges in the event that this Agreement is terminated by:
 - 10.7.1 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;
 - 10.7.2 The Customer or the Company during the Run-Up Period by reason of the Company becoming aware that it will be unable to provide the Services or part thereof;
 - 10.7.3 The Company at any time in the event that it can no longer provide the Services or part thereof;
 - 10.7.4 The Customer by reason of the Company's un-remedied breach of the terms of this Agreement;
 - 10.7.5 The Customer in the event that the Company makes changes to the Services which materially adversely affect the Customer;
 - 10.7.6 The Customer in the event that 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.
- 10.8 The Customer acknowledges and agrees that this Agreement covers only the support and maintenance of the Telephony Equipment and expressly does not cover the provision of Line rental or Calls. The Customer shall be solely responsible for the independent payment of (other supplier's) Line rental and Call charges.

11. TOLL FRAUD

- 11.1 The Customer is exclusively responsible for the prevention of Toll Fraud, and in the event that such Toll Fraud or other misuse occurs, the Customer is liable for all charges incurred, and:
 - 11.1.1 The Company shall not be liable for any losses, costs or damages arising from Toll Fraud.
- 11.2 The Customer agrees to take all reasonable measures to minimise the risk of Toll Fraud, including:
 - 11.2.1 Regularly changing system passwords;
 - 11.2.2 Regularly changing user passwords;
 - 11.2.3 Changing passwords as appropriate when employees leave;
 - 11.2.4 Not using passwords such as '0000', '1234', default passwords or reversed extension numbers;

- 11.2.5 Barring premium-rate numbers wherever practicable;
- 11.2.6 Barring international calls wherever practicable – in particular, barring calls to countries that the Customer doesn't deal with;
- 11.2.7 Implementing network security measures including firewalls, security policies / access restrictions, use of encryption and limiting physical access.
- 11.2.8 Ensuring that any software used in conjunction with the Telephony Equipment is tested for malware including viruses, Trojan horses, logic bombs and worms.
- 11.2.9 Ensuring that the Customer's Telephony Equipment and associated LAN are fully protected against known vulnerabilities.

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 in the Order attached hereto.

1. On-Premise Voice Services

The Telephony Equipment supported under the terms of this Agreement is set out in the Order, and the levels of support provided thereupon are:

- 1.1 Telephone handsets:
 - 1.1.1 Labour, parts and materials required for repair
 - 1.1.2 Replacement (not necessarily with new equipment) in the event that the handset is irreparable;
 - 1.1.3 Loan Equipment if it is necessary to take a faulty handset out of service to effect a repair;
 - 1.1.4 Firmware upgrades.
- 1.2 Routers, Switches and other network-related Equipment:
 - 1.2.1 Repair or replacement under the terms of Equipment manufacturer's warranty;
 - 1.2.2 Firmware upgrades.
- 1.3 Dedicated Server hardware:
 - 1.3.1 Repair or replacement of the server under the terms of Equipment manufacturer's warranty;
 - 1.3.2 Firmware upgrades;
 - 1.3.3 PBX Software patches and maintenance releases;
 - 1.3.4 PBX Software configuration changes;
- 1.4 Dedicated PBX Equipment
 - 1.4.1 Labour, parts and materials required for repair of the ;
 - 1.4.2 Firmware upgrades;
 - 1.4.3 PBX Software patches and maintenance releases;
 - 1.4.4 PBX Software configuration changes.
- 1.5 PBX Software installed on a virtual server in a host server provided and maintained by the Customer:
 - 1.5.1 PBX Software patches and maintenance releases;
 - 1.5.2 PBX Software configuration changes.
- 1.6 Backup and Recovery.
 - 1.6.1 The provision of a backup service which maintains software and data backups on alternative hardware on the LAN which is nominated and supplied by the Customer.
 - 1.6.2 The provision of file or software restores, on Customer's request;
 - 1.6.3 The provision of patches and maintenance releases for the backup software.
- 1.7 Disaster Recovery.
 - 1.7.1 The emergency provision and configuration of Loan Equipment in the event of a major failure of the PBX Equipment or Dedicated Server.

2. Service Desk Support

- 2.1 The Company's support service provides support and assistance in the use of the Telephony Equipment, including the following:

- 2.1.1 Provision of help and guidance in the use and configuration of the Telephony Equipment;
 - 2.1.2 Management of the prompt resolution of faults/issues arising within the Telephony Equipment which are raised by the Customer;
 - 2.1.3 Escalation management if required in the event of protracted issue resolution;
 - 2.1.4 Management of Change Requests;
 - 2.1.5 Remote access support if possible and appropriate;
 - 2.1.6 On-site assistance when it is agreed between the parties that such is the best approach to resolving a fault / issue.
- 2.2 The Customer shall make requests for assistance by one of the following methods:
- 2.2.1 By Email to the Company's service desk;
 - 2.2.2 By Telephone to the Company's service desk;
 - 2.2.3 The Customer shall be advised of the proper method for contacting the Company's service desk at the commencement of this Agreement.
- 2.3 The Company shall aim to make an initial response to the Customer's request for assistance within the target response times set out in section 3.
- 2.4 The service desk is available either Monday to Friday 9.00am to 5.00pm (excluding public holidays) or twenty-four hours per day, three hundred and sixty five days per year, as set out in the Order.

3. Service Levels

- 3.1 The Company shall use reasonable endeavours to respond to faults in the Telephony Equipment in time-scales set out below:

Severity	Target Response Time
Critical	1 Working Hour
High	4 Working Hours
Normal	8 Working Hours
Low	3 Working Days

- 3.2 The Company shall use reasonable endeavours to meet the timeframes for 100% of the time for Critical issues and 90% of the time for High and Normal severity issues.
- 3.3 Fault severities are defined as follows:
- 3.3.1 Critical faults include total outage or call processing outage for more than 10% of users, or mission-critical operations are severely impacted, and/or access to emergency services (999 / 112) is not available;
 - 3.3.2 High severity faults include outage for less than 10% of users or provisioning problems;
 - 3.3.3 Normal severity faults include call processing problems for a single User or a configuration problem
 - 3.3.4 Low severity issues include requests about configuration, usability or documentation.

4. Complaint Handling

4.1 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	Technical Services Manager	01477 77 0192
2	Account Manager	01477 77 01 80
3	Technical Services Director	01477 77 01 80

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

Annex to Service Schedule

1. Technical Requirements of the Customer's LAN

To support the Voice 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 The Customer's 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%.