

Hosted IP, PBX or SIP-Trunk Terms and Conditions

1. How these Terms and Conditions work

- 1.1 These Terms and Conditions incorporate the Master Services Terms and Conditions (the **MSTC**) available on our website at www.outsourcing.co.uk and apply to the Hosted IP Telephony Services and/or IP Exchange Services you have asked us to provide. Please see clause 1 of the MSTC for details of how the Order Form, MSTC and these Terms and Conditions work together to govern our provision of the IP Exchange Services to you.
- 1.2 The terms defined in the MSTC and below in Schedule 3 both apply to these Terms and Conditions.
- 1.3 Each Customer Requirements Form prepared in accordance with these Terms and Conditions shall form part of the relevant Order.

2. What we will do

- 2.1 We will provide you with the Hosted IP Telephony Services and the IP Exchange Services more particularly detailed in the relevant Order Form. Subject to these Terms and Conditions, the MSTC, and any Customer Requirement Form(s) prepared in accordance with these Terms and Conditions, those Services shall be provided in accordance with our relevant agent or sub-contractor's standard specifications and policies and those of their suppliers (as amended from time to time).
- 2.2 Where the Hosted IP Telephony Services and/or IP Exchange Services detailed in the relevant Order Form are to be provided on an "off-network" basis (i.e. where we are not providing telecommunications cabling and/or connectivity services as part of our Services, to (amongst other things) enable you to connect to the Hosted IP Telephony Services and/or IP Exchange Services), we may, on request, refer you to an independent third party provider of Professional Services for advice on (amongst other things) whether Your Equipment and Your IP Network is/are Compatible. You acknowledge and agree that such third party is not a sub-contractor or agent of ours and that we are not responsible, and shall not have any Liability, for the performance of that third party. You are free to choose an alternative provider of the same or similar services.
- 2.3 Subject to clause 2.8 below, we shall be entitled to decline to accept or delay acceptance of an Order, and notwithstanding our acceptance of an Order as contemplated by the MSTC, we shall be entitled to subsequently terminate an Order without Liability to you where:
 - (a) any relevant agent or sub-contractor of ours (including our Carrier) or any of its suppliers do not consider that it has the necessary capacity or resources to provide the relevant services and/or will not increase such capacity or resources. We will however seek reassurance from such parties that they has the required capacity and resources before accepting any Order; or

- (b) we are advised by any relevant agent or sub-contractor of ours that Hosted IP Telephony Services and/or IP Exchange Services cannot be provided for any reason.

2.4 It is a condition precedent to any relevant Order of IP Exchange Services that Interoperability Testing is carried out prior to any relevant Activation Date. During the Interoperability Testing Slot our Carrier will conduct Interoperability Testing on Your Equipment and Your IP Network in accordance with the Product Handbook to establish whether it is Compatible. If our Carrier considers this not to be the case, either you or we may terminate such Order with immediate effect by giving written notice to the other party. In the event of any such termination, you shall pay any charges we incur to our Carrier in respect of services they have performed to such date, including any applicable charge for Interoperability Testing. We reserve the right to charge you for any costs we incur (including costs we incur in paying our Carrier or other sub-contractors) in the event that such testing is not carried out during the Interoperability Testing Slot through no fault of ours, our Carrier or our agents and sub-contractors..

2.5 Notwithstanding the conducting of Interoperability Testing as described above, you acknowledge and agree that it is your responsibility to provide, manage and maintain Your Equipment and Your IP Network that will interface with Our Equipment, any third party (including Carrier) equipment, and the Carrier IP Exchange and Carrier IP Network, and ensure they are Compatible. If you modify or change Your Equipment or Your IP Network in a manner that may have a detrimental impact on Our Equipment, any Carrier equipment, the Carrier telecommunications network, the equipment or network of another customer or otherwise, you must provide us with 28 days prior written notice and we reserve the right to immediately suspend or terminate the Hosted IP Telephony Services and/or IP Exchange Services by notice in this event.

3. What you will do

3.1 You will:

- (a) co-operate in full with us in drawing up a fully completed Customer Requirements Form, including specifying in full your requirements in respect of the relevant Hosted IP Telephony Services and IP Exchange Services; and
- (b) permit us to make any site visits to your premises during normal business hours they reasonably require in order to perform the Hosted IP Telephony Services and IP Exchange Services and install and activate any relevant equipment and cabling, and give them complete access to your premises in order for them to do so.

3.2 You acknowledge and agree that as

- (a) you will comply with the terms of Part 2 of Schedule 2 (Emergency Calls Access), and acknowledge and agree to the limits of the emergency call support provided;
- (b) you must ensure that all information you provide to us is materially accurate and update us promptly in the event that any such information changes so as to ensure the accuracy of the Carrier Emergency Services Database. You

acknowledge that we may not be able to convey Calls where accurate information is not provided in accordance with this clause;

- (c) you acknowledge and agree that:
- (i) Your Equipment requires mains power to make Emergency Calls;
 - (ii) You are required to confirm/provide your location when making an Emergency Call to enable the correct Emergency Organisation to respond; and
 - (iii) an Emergency Call made by VOIP may not receive the same network priority as an Emergency Call made on a mobile network or on a circuit-switched fixed line.
- (d) if you use the Hosted IP Telephony Services and/or IP Exchange Services in any way restricted or otherwise prohibited by these Terms and Conditions and/or the MSTC, or we have reasonable grounds to suspect such use, we may take reasonable steps to stop such use, including to suspend the Hosted IP Telephony Services and/or IP Exchange Services or any element of it and/or attenuate Port Capacity immediately by notice to you. If we do so, you shall continue to be liable for all Charges which apply to the Hosted IP Telephony Services and IP Exchange Services until these Terms and Conditions are terminated;
- (e) we may pass all information in our possession relating to you on to our relevant agent or sub-contractor to the extent that we are required to do so by applicable law and/or by contract for inclusion in the Database; that they may contact you in connection with their provision of the same from time to time, and that such information may remain in the Database following termination of any relevant Order.

4. Service Levels & Service Credit

4.1 For the purposes of this clause 4 only:

"Quarter" means three successive calendar months or, if the agreement commences or terminates or expires part way through a calendar month, the relevant part thereof.

"Services Interruption" means interruptions of and breaks in the relevant services resulting in users not being able to make or receive calls.

4.2 Subject to the following provisions of clause 4 below, the Hosted IP Telephony Services shall be fully operational (with the ability to make and receive calls) for use at least 99.9% of all hours in each Quarter.

4.3 Services Interruptions that arise as a result of Scheduled Maintenance are excluded from the calculation of the proportion of operational hours under clause 4.2 above.

4.4 If, in any Quarter, Hosted IP Telephony Services availability falls below the levels detailed above you shall be entitled to claim and be paid service credits calculated on

the following basis (each a "**Service Credit**"):

$$\text{Service Credit (\pounds)} = \frac{(99.9\% - \text{actual service availability in Quarter (expressed as a percentage)}) \times (\text{total licence charges relating to the relevant service in the Quarter})}{2}$$

The Service Credit payable for Hosted IP Telephony Services availability is capped at 50% of the total licence charges relating to that service for the Quarter.

4.5 You acknowledge and agree that:

- (a) clauses 4.1-4.4 of these Terms and Conditions only apply in respect of Hosted IP Telephony Services, do not apply to IP Exchange Services, and do not apply where Hosted IP Telephony Services are provided on an "off-network" basis (as more particularly described above); and
- (b) we provide you with no service level in respect of IP Exchange Services; this position reflects the fact that we receive no service level from our Carrier who provides commensurate services to us.

4.6 The Service Credits set out above will be your only remedy in respect of any unavailability of the relevant services.

5. Administrator and related Training

5.1 A reasonable period of time in advance of the Activation Date of the Hosted IP Telephony Services and IP Exchange Services, you shall nominate two people to act as your dedicated administrators in respect of the Hosted IP Telephony Services and IP Exchange Services. You shall notify us promptly in the event that any such administrator is replaced or becomes otherwise unavailable for any prolonged period of time. We shall only liaise with those administrators (or his/her successor(s) so notified to us). You shall ensure that your initial administrators attend all training sessions detailed in the relevant Order. Any successor administrator(s) may be required to attend further training sessions in respect of the Hosted IP Telephony Services and IP Exchange Services, which will be furnished by us at an additional cost to you.

6. Termination

6.1 In the event that either party gives notices to terminate an Order, notwithstanding any term to the contrary, we shall determine (acting in accordance with our reasonable discretion) as to whether a Complex Routing Plan is required in order to cease the Hosted IP Telephony Services and/or IP Exchange Services. In the event that such a Complex Routing Plan is required, the relevant Order shall terminate in accordance with the timeframes for termination set out in our (or our relevant subcontractors) Product Handbook.

SCHEDULE 1

HOSTED IP TELEPHONY SERVICES

Internet protocol telephony services comprising [each of] the following:

1. Hosted voice-over-internet protocol (VoIP) service

The provision of a hosted VoIP private branch exchange (PBX) telecommunications service to which you connect via the world-wide-web, facilitating internal telecommunications connections (i.e between your end users and your premises).

2. Hosted session initiation protocol (SIP) trunking service

The facility to use the hosted voice-over internet protocol service (as described above) to make external telecommunications connections to the local public switched telephone network via the world-wide-web by means of SIP.

Notwithstanding the foregoing provisions of this Appendix 1, and for the avoidance of doubt, the Hosted IP Telephony Services do not include (a) IP Exchange Services, (b) the provision of telecommunications line(s) and/or related connectivity services to allow you to actually connect Your IP Network to that of any relevant third party (including that of our agents or sub-contractors) or (c) the provision, maintenance or any other services concerning Your IP Network or Your Equipment. All such line(s) and services must be procured separately.

SCHEDULE 2

IP EXCHANGE SERVICES

PART 1 – GENERAL IP EXCHANGE SERVICES

1 SERVICE DESCRIPTION

1.1 The IP Exchange Service conveys VOIP Calls from and to Your IP Network via the Carrier IP Exchange to and from:

- (a) the Carrier PSTN Network;
- (b) Third Party PSTN Networks;
- (c) mobile telecommunications networks;
- (d) International Destination Networks; and
- (c) the IP Network of other third party end users.

1.2 The IP Exchange Service has the following components:

(a) the Carrier IP Exchange VOIP Gateway, which facilitates:

- (i) Break Out Calls;
- (ii) Break In Calls; and
- (iii) VOIP to VOIP Calls.

(b) the Carrier IP Exchange Video Gateway, which facilitates:

- (i) 3G Break Out Video Calls; and
- (ii) 3G Break In Video Calls.

(c) Emergency Calls Access.

1.3 The IP Exchange Service does not include Access. Products providing Access must be purchased separately and do not form part of the IP Exchange Service.

1.4 Access to the IP Exchange Service may be by the following methods:

- (a) via the Internet;
- (b) via a Carrier's Net Access product;
- (c) via direct access through and agreed NAP (Neutral Access Point);
- (d) via direct connectivity to an IP Exchange POP site.

1.5 You must operate an IP Network to receive the IP Exchange Service.

2 CALLS NOT CONVEYED

2.1 You must select in the CRF one of the call barring profiles set out in Annex A to this Part 1. Calls will not be conveyed by the IP Exchange Service to the barred number range selected, unless otherwise agreed in writing by the parties.

3 NUMBER PORTING

You acknowledge and agree that there may be some restrictions and limitations to geographic number portability as set out in the Product Handbook.

4 SERVICE ASSURANCE AND PROBLEM MANAGEMENT

4.1 In the event of any fault being found in the IP Exchange Service, you must report such fault direct to us and not to our Carrier.

4.2 We are only responsible for faults affecting Our Equipment and/or the Carrier Network. If we do work to investigate or correct a reported fault and find there is no fault in Our Equipment and/or the Carrier's telecommunications network, you will be liable to pay Carrier's and our reasonable costs for the work carried out.

4.3 We will advise you as soon as reasonably practicable when reported faults have been closed.

5 SERVICE CONSTRAINTS

5.1 You acknowledge that some technical limitations with the IP Exchange Service may not become apparent until after the IP Exchange Service has been installed and working for some time. In such circumstances, Carrier may withdraw the IP Exchange Service or components of the IP Exchange Service, in which case Carrier may (at our discretion) credit any relevant Charges paid in advance by you.

5.2 If Call traffic conveyed via Carrier IP Exchange or the Carrier PSTN Network for onward termination on an International Destination Network is abnormally high then Carrier or Carrier's overseas partner may instigate network management control measures.

5.3 The IP Exchange Service will not support the following call types:-

(a) Break Out Calls to:

- (i) 1XX, 1XXX and 1XXXX codes (excluding Directory Enquiry services)
- (ii) 070 Personal Numbering Services; and
- (iii) Dial up Internet.
- (iv) International Free Phone (00800)

(b) Break In Calls which Carrier may add from time to time following a change to the definition of AIT and/or the provisions of clause 1.1 of Schedule 5 and in accordance with sub-clause 18.3(d) of the main conditions.

- (i) 070 Personal Numbering Services; and
- (ii) International Free Phone (00800)
- (iii) short message service and text messaging.
- (iv) fax T38 or G711 upspeed.

Annex A

Break Out and VOIP to VOIP Calls conveyed and not conveyed by the IP Exchange Service

Call barring Profile 1 – maximum access

Calls conveyed	Calls not Conveyed
All CP number ranges	Service codes (except 100 and 150 by agreement)
UK PSTN number ranges 01x, 02 x 05x 08x and 09x	CLI prefixes
International numbers (except Free Phone 00800)	Indirect access
Mobile ranges 077, 078 and 079 Directory Enquiry Services 118xxx Emergency services 999 Note that the clauses set out in this Agreement regarding Emergency Call Access, including clause 6.2 of Schedule 2, apply to any calls to Emergency services.	Dialup internet 070 00800

Call barring Profile 2 – medium access

Calls conveyed	Calls not Conveyed
All CP number ranges	Service codes (100 etc)

UK PSTN number ranges 01x, 02 x , 05x and 08x	CLI prefixes
International numbers (except 00800)	Indirect access
Mobile ranges 077, 078 and 079 Directory Enquiry Services 118xxx Emergency services 999 Note that the clauses set out in this Agreement regarding Emergency Call Access, including clause 6.2 of Schedule 2, apply to any calls to Emergency services.	Dialup internet 070 09x and 00800

Call barring Profile 3 – minimum access

Calls conveyed	Calls not Conveyed
All CP number ranges	Service codes (100 etc)
UK PSTN number ranges 01x, 02 x ,05x and 08x	CLI prefixes
International numbers (except 00800)	Indirect access
Mobile ranges 077, 078 and 079 Directory Enquiry Services 118xxx Emergency services 999 Note that the clauses set out in this Agreement regarding Emergency Call Access, including clause 6.2 of Schedule 2, apply to any calls to Emergency services.	Dialup internet 070, 09x and 00800 Fixed Fee calls within 0844 and 0871 ranges.

PART 2 – EMERGENCY CALL ACCESS

1. EMERGENCY CALL ACCESS

1.1 Emergency Calls Access shall only be supplied and the terms of this Part 2 shall only apply, where you have elected to take Emergency Call Access. We shall use reasonable endeavours to convey Emergency Calls in accordance with this Part 2.

1.2 Subject to the provisions of this Part 2, our Carrier shall convey Emergency Calls to one of the relevant Carrier Emergency Centres and, if the geographic location of the Emergency Call can be sufficiently identified, hand over such Calls to an Emergency Services Organisation. This service shall only be available for access 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 055,056, 03 or 08.

1.3 For the avoidance of doubt, you may not only acquire the Emergency Calls Access component of the IP Exchange Service.

2. OUR AND OUR CARRIER'S OBLIGATIONS

2.1 Subject to the provisions of this Part 2, where Emergency Calls are conveyed to the Carrier IP Exchange, our Carrier shall:

(a) if the geographic location of the Emergency Call can be sufficiently identified, provide an onwards connect service to the relevant Emergency Services Organisation via a Carrier Emergency Centre telephone operator by means of two-way voice telephony; and

(b) liaise and co-operate with you in attempting to resolve problems that may arise and assist the Emergency Services Organisations with requests for call-trace in an attempt to identify the geographic location of the Emergency Call and your telephone number if not automatically provided.

(c) use reasonable endeavours to convey Emergency Calls where your Port Capacity limit has been utilised or is nearing full utilisation or the Port Capacity has been attenuated.

2.2 Carrier shall, based upon the geographic location information available, connect an Emergency Call to the Connect To Number on the Carrier Emergency Centres' Emergency Services Database shown for the Emergency Services Organisation requested by you.

2.3 If Carrier receives an Emergency Call for which it is not possible to clearly confirm the geographic location and appropriate Connect To Number, or the information is incorrect or corrupted, Carrier shall use reasonable endeavours to convey the Call to a Connect To Number for the appropriate Emergency Services Organisation.

2.4 Carrier shall correct faults which occur in the Carrier PSTN Network or the Carrier IP Exchange Service which affect Emergency Calls in accordance with Carrier's normal engineering practices. For the avoidance of doubt, neither we nor our Carrier warrant

that the Carrier PSTN Network or the Carrier IP Exchange Service is, or will be, free from faults.

2.5 The Product Handbook contains procedures for the provision of customer data and additional information regarding Emergency Call Access.

3. YOUR OBLIGATIONS

3.1 You shall provide to our Carrier for the use of Carrier operators and Emergency Organisations, a nonmobile telephone contact number, manned 24/7, (i) for the provision/confirmation of your name and address details and (ii) for the tracing of the originated Emergency Call in order to identify the caller's location (where such tracing is technically possible).

SCHEDULE 3

DEFINED TERMS

In this Order:

"3G Break Out Video Call" means a Break Out Call which is video that is conveyed from Your IP Network via the Carrier IP Exchange to a third generation mobile telecommunications network.

"3G Break In Video Call" means a Break In Call which is video that is conveyed via the Carrier IP Exchange from a third generation mobile telecommunications network to Your IP Network.

"Access" means access from Your IP Network to the Carrier IP Exchange in accordance with one of the methods set out in clause 1.4 of Part 1 of Appendix 2 to these Terms and Conditions.

"Artificial Inflation of Traffic" or "AIT" means where the flow of Calls to a Revenue Share Service (which for the purposes of each relevant Order shall include services to the 070, 084, 087, 090, 091, 098 and 118 number ranges and any other number ranges notified in writing by our Carrier) or other equivalent revenue share type services, is disproportionate to the flow of Calls which would be expected from good faith usage or an acceptable and reasonable commercial practice relating to the operation use of such service or of telecommunication systems.

"Break In Call" means a Call that is conveyed via the Carrier IP Exchange to terminate on Your IP Network originating from:

- (a) the Carrier PSTN Network or a Third Party PSTN Network;
- (b) a mobile telecommunications network;
- (c) an International Destination Network; or
- (d) a third party Communication Provider IP Network

“Break Out Call” means a Call that is conveyed via the Carrier IP Exchange to terminate on:

- (a) the Carrier PSTN Network or a Third Party PSTN Network;
- (b) a mobile telecommunications network;
- (c) an International Destination Network; or
- (d) a third party Communication Provider IP Network

“BT” means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ registered in England No.1800000.

“Carrier” means the telecommunications network and services provider we select as our sub-contractor in respect of the IP Exchange Service from time to time;

“Carrier Emergency Centre” means the premises where our Carrier operators answer Emergency Calls.

“Carrier IP Exchange” means the interface between Your IP Network and our Carrier’s IP Network or our Carrier’s PSTN Network which facilitates the IP Exchange Service.

“Carrier IP Network” means our Carrier’s IP Network.

“Carrier Net Access” means a bandwidth product which provides access to the internet via points of presence in the UK.

“Carrier PSTN Network” means our Carrier’s PSTN.

“Call” means a signal, message or communication which can be silent, visual or spoken, excluding text messages.

“CLI” means the telephone number of the originating end user (i.e the calling party) or your default number.

“Communications Provider” means a ‘Communications Provider’ as defined in paragraph 1.4(a) of Condition 1 of the General Conditions of Entitlement set by OFCOM pursuant to section 45 of the Communications Act 2003.

“Compatible” means able to interoperate with the Carrier IP Exchange and any other relevant equipment, networks and/or systems.

“Complex Routing Plan” means where Carrier is required to develop a customised programme to undertake the necessary data changes to cease IP Exchange Services.

“Connect To Number” means the contact number used to connect to the relevant Emergency Services Organisation.

“Customer Requirements Form” means a customer requirements form in the form stipulated by us for the relevant Services, as amended and updated from time to time by the mutual consent of the parties.

"Database" the Carrier Wholesale Directory Services Operator Services Information System database (including any replacement system) containing information (including without limitation, names, address and telephone numbers) relating to legal persons who are provided with publicly available telephone services, as maintained by Carrier PLC pursuant to applicable law and made available to third parties (amongst other things) for the purposes of the provision of products and services.

"Emergency Call" means a Call to 999.

"Emergency Services Organisation" means the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies.

"Emergency Calls Access" means the service conveying Emergency Calls as described in Part 2 of Schedule 2 to these Terms and Conditions;

"Emergency Services Database or ESDB" means the 999 call routing and address database.

"Hosted IP Telephony Services" means the hosted IP telephony services more particularly set out in Schedule 1 to these Terms and Conditions.

"ICSTIS" means the Independent Committee for the Supervision of Standards of Telephone Information Services or its successor body or authority and as will be known from October 2007, as 'Phonepay Plus'.

"International Destination Network" means a network operated in an overseas country.

"Interoperability Testing" means testing of Your Equipment to determine whether Your Equipment is Compatible.

"Interoperability Testing Slot" means a period agreed between our Carrier and you to carry out Interoperability Testing of Your Equipment.

"Internet" means the global data network comprising interconnected networks using the TCP/IP protocol suite.

"IP" means internet protocol.

"IP Exchange Services" means the internet protocol telecommunications interconnect and exchange services set out in Parts 1 and 2 of Schedule 2 to these Terms and Conditions;

"IP Network" means a telecommunications network operated on IP.

"National Telephone Numbering Plan" has the meaning in section 56 of the Communications Act 2003

"Neutral Access Point" or "NAP" means a point of connection for the handover of IP Call traffic.

“Ofcom” means the Office of Communications or its successor body or authority.

“POP” means a Carrier IP Exchange point of presence.

“Port” means a logical connection to the Carrier IP Exchange which conveys a Call.

“Port Capacity” means the capacity of a Port to convey concurrent Calls.

“Product Handbook” means our Carrier's handbook as may be amended from time to time containing information relating to the IP Exchange Service to assist you as an end user which is available on the Carrier's website or otherwise which we will make made available to you on request.

“PSTN” means a public switched telephone network.

“Revenue Share Service” means a service where an element of the revenue for the Call passed on from the originating Communications Provider is shared (directly or indirectly) by the Communications Provider receiving (via Carrier in a transit situation) such revenue with the person operating the service (which for the avoidance of doubt may be the Communications Provider receiving such revenue)

“Third Party PSTN Network” means the PSTN of a third party other than our Carrier.

“VOIP” means voice over internet protocol

“VOIP Gateway” means a facility (or component) of the IP Exchange Service which facilitates audio (including voice) Calls

“Video Gateway” means a facility (or component) of the IP Exchange Service which facilitates video Calls (including audio video Calls);

“VOIP to VOIP Call” means a Call which is conveyed from or to Your IP Network from or to the IP Network of another third party end user as an end to end IP Call via the Carrier IP Exchange.

"Your IP Network" means Your IP Network including all related information technology and telecommunications network cabling and connections owned or leased by you. Your IP Network shall begin at the network termination point of the Carrier IP Network.