

**TALK TELECOM LTD**

**SERVICE SCHEDULE FOR VOICE TELEPHONY SERVICES  
(WITH ENHANCED HOSTED SERVICES AND LEGACY PROTECT)**

**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:

<b>24/7 Remote Support</b>	the provision of technical or customer support services via Enhanced Hosted Services delivered on a remote basis during Working Hours and Out-of-Hours pursuant to clauses 6.6-6.8 (inclusive);
<b>Authorised Licences</b>	licences granted by the Company or third party provider on an individual user basis, which permits a specific employee or independent contractor of the Customer to use Software through the Services under the Agreement, as specified in the Order Form;
<b>Authorised Provider</b>	has the meaning given to it in the Master Services Agreement;
<b>BT</b>	British Telecommunications plc and its associated companies;
<b>Barring</b>	a feature that restricts or blocks incoming or outgoing calls. "Bar" and "Barred" shall be construed accordingly;
<b>Business Continuity</b>	the Service Assured Product described in Clause 12 and provided to the Customer pursuant to the terms of the Agreement;
<b>Business Continuity Plan</b>	has the meaning given to it under clause 12.4;
<b>Call</b>	a transmission of voice, data, or other communication (excluding text messages) which is routed through a telecommunications network;
<b>Call Charges</b>	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;
<b>Call Recording Service</b>	means a service offered to the Customer by the Company that enables the recording of telephone calls made or received over a telecommunications network;
<b>Change Requests</b>	a request from the Customer to the Company to make changes to the private branch exchange (PBX) phone system Software;
<b>CLI</b>	the calling line identity of a calling party;

<b>Configuration Portal</b>	the web-based portal used by the Customer to create and manage telephone features and related setting associated with the Service;
<b>Connect To Number</b>	the contact number used to connect to the relevant Emergency Services Organisation;
<b>Connection</b>	a connection to the System as required by the Company to provide the Services to the Customer;
<b>Connection Charge</b>	the non-refundable charge 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;
<b>Connection Point</b>	any terminal block, a socket for a removable plug, a distribution frame, or any other device installed by the Company at the Site(s) for the purpose of connecting Customer Equipment to an Exchange Line;
<b>Customer Data</b>	data inputted or supplied by the Customer for, or in the use of, the Services but excluding any Personal Data;
<b>Diallers</b>	a device or program that is designed to place mass outbound Calls simultaneously;
<b>Documentation</b>	has the meaning given to it in the Master Services Agreement;
<b>Emergency</b>	a serious situation or occurrence that demands immediate action;
<b>Emergency Call</b>	a Call to 999;
<b>Emergency Centre</b>	the premises where operators answer Emergency Calls;
<b>Emergency Services Database or ESDB</b>	the 999 call routing and address database;
<b>Emergency Services Organisation</b>	the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in the case of emergencies;
<b>Enhanced Hosted Services</b>	the Service Assured Product that provides upgraded Hosted Telephony services, as described in clause 6 and outlined in Schedule 2;
<b>Enhanced Network Service</b>	the Service Assured Product described in Clause 11 and provided to the Customer pursuant to the terms of the Agreement;
<b>Exchange Line</b>	any telecommunications line or apparatus forming part of the System that is used by the Company to connect the Site to a telephone exchange for the provision of the Services;
<b>Fair Usage Policy</b>	means the requirement that the Customer must not use the Services in breach of clauses 16.1.8 or 16.7 or in a manner that causes the Customer to exceed the following maximum threshold:

	<ul style="list-style-type: none"> <li>i) 2000 minutes per month for local, national calls; and</li> <li>ii) a further 2000 minutes to mobile numbers; or</li> <li>iii) such other maximum threshold(s) agreed between the parties in writing.</li> </ul>
<b>Fault</b>	a reproducible systems malfunction that adversely affects the quality or continuity of a Call;
<b>Hosted Telephony</b>	a cloud-based telephony service provided by the Company, enabling voice communication over IP networks with features such as call management, remote access, device flexibility, and support;
<b>Incoming Calls</b>	calls from the destinations with E.164 numbers made to the Customer;
<b>Intellectual Property Rights</b>	has the meaning given to it under the Master Services Agreement;
<b>International Destination Network</b>	a network operated in an overseas country;
<b>IP</b>	internet protocol;
<b>ISDN</b>	Integrated Services Digital Network;
<b>ISDN Services</b>	the digital telephone services that the Company provides to the Customer (as specified in the Order Form) by means of the System;
<b>Legacy PBX</b>	an on-premise private branch exchange telephone system provided by the Company that uses traditional telephony infrastructure, such as ISDN, SIP or analogue lines, to manage internal and external voice communications;
<b>Legacy Protect</b>	means the Service Assured Product provided to customers using Legacy PBX, offering temporary Hosted Telephony services as described in Clause 7;
<b>Line Safe Service</b>	the Service Assured Product described in Clause 10 and provided to the Customer pursuant to the terms of the Agreement;
<b>Major Fault</b>	a Priority 1 and 2 issue, as defined in Schedule 1;
<b>Master Services Agreement</b>	the Company's Master Services Agreement made available to the Customer at the Company's website at: <a href="https://www.talk-telecom.co.uk/tc2026">https://www.talk-telecom.co.uk/tc2026</a>
<b>Minor Fault</b>	a Priority 3 and 4 issue, as defined in Schedule 1;
<b>National Telephone Numbering Plan</b>	the National Telephone Numbering Plan published by OFCOM (as updated from time to time) and available on its website: <a href="https://www.ofcom.org.uk/phones-and-broadband/phone-numbers/numbering/">https://www.ofcom.org.uk/phones-and-broadband/phone-numbers/numbering/</a> ;
<b>Openreach</b>	means BT Openreach a BT Group business;
<b>Outgoing Calls</b>	calls from the Customer to destinations outside of the Customer's Service subject to the restrictions set out in the Agreement;

<b>Out-of-Hours</b>	any time outside the Working Hours;
<b>Priority 1 Critical Outage</b>	As defined by Schedule 1;
<b>Priority 2, Major Impact</b>	As defined by Schedule 1;
<b>Priority 3, Minor Impact</b>	As defined by Schedule 1;
<b>Priority 4, Informational</b>	As defined by Schedule 1;
<b>PRS or Premium Rate Service</b>	a communications service where Call charges include an additional premium element, payable by the Customer, that covers the cost of content, information, entertainment or other value-added services above the costs and Charges attributable to the standard conveyance Charges;
<b>PSTN</b>	Public Switching Telephone Network;
<b>Recording</b>	any recording of the Customer's calls resulting from the Call Recording Services;
<b>Rental</b>	the monthly fee (including line rental, equipment rental, and/or other rental) payable by the Customer for the Services, as set out in the Order Form or as otherwise notified by the Company;
<b>Rolling Monthly Term</b>	has the meaning given to it under Schedule 2 of the Master Services Agreement;
<b>Services</b>	means the telephony services that the Company provides to the Customer on premises or via a cloud based system, which may include one or more of the following: Wholesale Line Rental Services, SIP, Legacy PBX, Hosted Telephony, Standard Support Services, Enhanced Hosted Services and ancillary features such as a Call Recording Service, as further described in the Customers Order Form;
<b>Service Assured Product</b>	means an optional upgraded service that enhances the standard services available, as more fully described in Schedule 2 of the Master Services Agreement;
<b>Service Assured Product Commencement Date</b>	has the meaning given to it under Schedule 2 of the Master Services Agreement;
<b>Service Levels</b>	the standard of performance in respect of the provision of the support 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);
<b>SIP</b>	means Session Initiation Protocol;
<b>SIP Trunk</b>	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;
<b>Site Assurance Service</b>	the Service Assured Product described in Clause 13 and provided to the Customer pursuant to the terms of the Agreement;
<b>Software</b>	has the meaning given to it under the Master Services Agreement;

<b>Standard Support Services</b>	the support services provided by the Company or its Authorised Provider in connection with the Services as more particularly described in Clause 5;
<b>System</b>	the Network that the Company uses to provide the Services;
<b>Voice Safe Service</b>	the Service Assured Product described in Clause 9 and provided to the Customer pursuant to the terms of the Agreement;
<b>Wholesale Line Rental Services</b>	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 only.
- 3.4. The provision of the Services is subject to all relevant licences, infrastructure (including without limitation interconnect arrangements) and consents being in place. The Customer shall be responsible for obtaining any consent or facility necessary or desirable to enable the Company to provide the Services at the Site.
- 3.5. The Customer accepts and 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, and the Customer shall not use Diallers in conjunction with the Services;
  - 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 or interruptions in the Services shall not constitute a breach of the Agreement by the Company;
  - 3.5.6. the Services do not support the 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 reserve the right to 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 at the Site for the Company, BT, the Network Operator, and any persons acting on their behalf (including employees, agents, consultants, and subcontractors), and shall ensure that the Site complies with all applicable laws, including without limitation health and safety laws.
- 3.10. The Customer acknowledges and agrees that the Company and/or its licensors own all Intellectual Property Rights in the Software, Services and any related Documentation. 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 and Software 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. Authorised Licences are granted on a non-exclusive, non-transferable, revocable, and non-sublicensable basis, and may not be shared or transferred between users except with the prior written consent of the Company.
- 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. At the Company's request, the Customer shall, at its own cost, arrange for Customer Equipment to be reprogrammed by its designated maintainer in accordance with instructions provided by the Company, to enable any direct, 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) and/or 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 and accepts that:
  - 3.17.1. certain technical constraints may apply to the Services, and certain Services may be incompatible with services available from BT or other Network Provider. Any such incompatible services are expressly excluded from the scope of the Services; and
  - 3.17.2. some technical limitations within the System may not become apparent until after the Services have been provided for a period of time. In such circumstances, and with the Customer's agreement, the Services may be withdrawn, in which case the Customer shall be entitled to a pro rata refund of any relevant Charges paid in advance for Services not provided. If the Customer elects to continue receiving the Services despite such technical limitations, the Customer shall be deemed to have accepted the Services as provided, and the Company shall have no liability for any service interruption or failure arising from those technical limitations.
- 3.18. The Customer acknowledges and accepts that 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 Company shall be entitled to recover from the Customer any charges, costs, or losses incurred as a result, including (but not limited to) those specified in Clause 17.4.
- 3.20. The Customer shall comply with any requirements notified by the Company from time to time 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 Services by the Company, the Customer shall contact existing provider in order to remove the existing provider equipment or, subject to clause 3.23, 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, as a condition of receiving the Services, to terminate any existing contract for equivalent services with an alternative communications service provider. The Customer shall be solely responsible for complying with any applicable notice requirements, early termination charges, or other obligations arising from the termination of such contracts. The Company shall have no liability whatsoever in respect of any costs, losses, or claims incurred by the Customer as a result of the termination of any such alternative service arrangements.
- 3.24. The Customer shall provide the Company with any relevant account and CLI numbers that may be required by the Company, BT or other Network Operator. The Customer acknowledges and agrees that the Company shall not be obliged to commence or continue provision of the Services until all such information has been provided in full and to the Company's satisfaction.
- 3.25. Any Customer Equipment to be connected with the Services shall be connected by means of Connection Points and ancillary wiring as installed 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 technical feasibility and payment of the Company's applicable charges.
- 3.26. 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.
- 4.6. The Customer acknowledges that, in the event of a power outage, internet failure, or any other disruption to the System or Network on which the Services rely, the Customer may be unable to make calls, including calls to Emergency Services Organisations. The Customer warrants and represents that it has in place alternative means of contacting Emergency Services Organisations during such outages.

## **5. STANDARD SUPPORT SERVICES**

- 5.1. The Company will provide the Services and Standard Support Services to the Customer subject to the terms of the Agreement. The Service Levels applicable to Standard Support Services are set out in Schedule 1 and Schedule 2.
- 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 during Working Hours. The Customer shall liaise directly with the Company's employees, agents, consultants, subcontractors or Company's Authorised Provider as required to receive Standard Support Services or to 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 its Authorised Provider, then the Company may charge for the Site visit in accordance with its then applicable charges (unless the Customer is subscribed to, and is up to date with all payments for, a 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 investigate or fix any Fault if the Fault is directly or indirectly 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 any oral or written instructions issued by the Company regarding the use or operation of the Services;
  - 5.4.3. use of the Services in a manner that is not in accordance with the documentation, specifications, or intended purpose as described by the Company, including but not limited to unauthorised modification, misuse, or use with incompatible equipment or software;
  - 5.4.4. breach of the Agreement by the Customer; or
  - 5.4.5. use of the Services for purposes, in environments, or in connection with equipment or systems for which the Services were not designed, specified, or intended by the Company.
- 5.5. If the Company agrees, at its discretion, to investigate, fix or attend to a Fault:
  - 5.5.1. caused by the circumstances described in Clause 5.4; or
  - 5.5.2. directly or indirectly caused by an act or omission of the Customer; or
  - 5.5.3. that otherwise falls outside the responsibility of the Company; or
  - 5.5.4. where, upon investigation, no Fault is found,then the Company may charge the Customer for such work at its prevailing man-hour rates.

## **6. ENHANCED HOSTED – SERVICE ASSURED PRODUCT**

- 6.1. In addition to the Standard Support Services, the Company also offers the following two levels of Enhanced Hosted Services which can be made available to the Customer receiving Hosted Telephony in accordance with the provisions of this clause 6 and pursuant to Schedule 2 of the Master Services Agreement:
  - 6.1.1. Enhanced; or
  - 6.1.2. Enhanced PLUS.

and the upgraded Service Levels available as part of Enhanced Hosted Services are set out in Schedule 2 of this Service Schedule.

- 6.2. Subject to paragraph 3 of Schedule 2 of the Master Services Agreement, 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, termination of the Enhanced Hosted Services, however arising, shall not terminate the Agreement or affect the continued provision of the standard Services, which shall remain in full force and effect for the remainder of the Term, unless otherwise terminated in accordance with the terms of the Agreement. Only the Enhanced Hosted Services will cease upon termination pursuant to this clause 6.3.
- 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 is not entitled to receive Enhanced Hosted Services in respect of fewer users than the number of Authorised Licences granted by the Company for the corresponding 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 shall 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, excluding UK Bank Holidays (in the case of Enhanced level); and
  - 6.6.2. all Faults, including programming, including UK Bank Holidays (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. This limitation includes any visits cancelled by the

Customer within five (5) Working Days of the scheduled date, unless otherwise agreed in writing by the Company. 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 Faults 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. This limitation applies to both attended sessions and sessions cancelled by the Customer within five (5) Working Days of the scheduled date unless otherwise agreed in writing by the Company. If the Company believes that excessive training requirements are being requested then the Company will notify the Customer at the time of their request 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. This limitation applies to both attended sessions and sessions cancelled by the Customer within ten (10) Working Days of the scheduled date unless otherwise agreed in writing by the Company. 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 cancels training at short notice or is delayed in providing the remote and/or on Site training and such cancellation or delay shall not entitle the Customer to any Service Credit or other sums.
- 6.12. The dates and times for any site visits or training sessions provided under this Agreement will be arranged at times convenient to the Company. The Company will make reasonable efforts to accommodate the Customer's preferred dates and times, subject to availability and operational requirements.
- 6.13. **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:
  - 6.13.1. the Customer wishes to use its own employees for any welcome announcements and/or auto-attendance message, no charges shall apply; or
  - 6.13.2. 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.
- 6.14. 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.

- 6.15. 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.
- 6.16. 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.
- 6.17. **Changes Requests/Programming Requests:** Subject to Clauses 6.5 and 6.18, where the Customer has purchased Enhanced Hosted Services from the Company, the Customer is entitled to unlimited Change Requests and programming requests.
- 6.18. 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. LEGACY PROTECT – SERVICE ASSURED PRODUCT**

- 7.1. Subject to payment of the applicable Charges, the Company shall provide the Customer receiving Legacy PBX with Legacy Protect in accordance with the provisions of this clause 7 and Schedule 2 of the Master Services Agreement (Service Assured Products).
- 7.2. Subject to paragraph 3 of Schedule 2 of the Master Services Agreement, the Company shall provide Legacy Protect to the Customer from the Service Assured Product Commencement Date and shall continue to make Legacy Protect available to the Customer for successive periods of 30 (thirty) days (each 30-day period being a Rolling Monthly Term).
- 7.3. 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 Legacy Protect and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, termination of Legacy Protect, however arising, shall not terminate the Agreement or affect the continued provision of the standard Services, which shall remain in full force and effect for the remainder of the Term, unless otherwise terminated in accordance with the terms of the Agreement. Only Legacy Protect will cease upon termination pursuant to this clause 7.3.
- 7.4. The Customer shall pay the applicable Charges for Legacy Protect on a monthly basis in advance.
- 7.5. Customers who have subscribed to Legacy Protect shall be entitled to receive enhanced maintenance and technical support services in relation to their Legacy PBX. Such enhanced maintenance and technical support services shall be provided strictly in accordance with, and subject to, the service levels and terms set out in the Service Schedule for Maintenance and Technical Support <https://www.talk-telecom.co.uk/tc2026>
- 7.6. Where the Customer is subscribed to Legacy Protect, and a Fault occurs affecting the Customer's Legacy PBX system, the Company shall use reasonable endeavours to deploy a Hosted Telephony solution within forty-eight (48) hours of request from the Customer, subject always to technical feasibility and availability of necessary hardware. The deployment and provision of Hosted Telephony under Legacy Protect shall be governed by, and subject to, the terms of this Service Schedule. For the duration of such deployment, the Customer shall receive Standard Support Services in accordance with this Service Schedule.
- 7.7. Subject to clause 7.9, Hosted Telephony deployed under the Legacy Protect shall be provided to the Customer free of charge for a period of thirty (30) calendar days for up to twenty (20) Authorised Licences.

- 7.8. The thirty (30) calendar day period of complimentary Hosted Telephony under this clause 7 may be extended by a further thirty (30) calendar days at the Company's sole discretion in the following circumstances:
- 7.8.1. where the Company is actively working to restore the Customer's Legacy PBX service (including, but not limited to, sourcing or installing replacement hardware); or
- 7.8.2. where the Company and the Customer are in the process of finalising commercial terms for a transition to Hosted Telephony, which shall supersede and replace the existing provision of Legacy PBX services.
- 7.9. Where Hosted Telephony is deployed under Legacy Protect, any continued use beyond the initial thirty (30) calendar day period (or sixty (60) calendar days where an extension has been granted under Clause 7.8) shall be chargeable at the Company's then prevailing rates applicable to the provision of Enhanced Hosted, unless otherwise agreed in writing by the Company.
- 7.10. In the event that the Customer elects not to transition to Hosted Telephony in replacement of Legacy PBX and the Company is unable to remedy the relevant PBX Fault, the Customer shall be entitled to terminate the Agreement solely in respect of the Legacy PBX services by providing 1 months' written notice to the Company. In such circumstances, the Customer shall not be required to pay the Balance of Contract relating to the Legacy PBX Services.
- 7.11. The Customer acknowledges and agrees that, in addition to the terms set out in this Service Schedule, the Master Services Agreement, and the applicable Order Form, the Company's Service Schedule for Maintenance and Technical Support shall also apply to the provision of the Legacy Protect service. <https://www.talk-telecom.co.uk/tc2026> To the extent that the Customer is receiving Legacy Protect, the Customer further agrees to comply with all obligations of the Customer set out in the Company's Service Schedule for Maintenance and Technical Support to the extent applicable.

## **8. CALL RECORDING PROVISIONING**

- 8.1. In order to provide any Call Recording Service, each call to be recorded must be routed over the Network.
- 8.2. The Customer warrants to the Company that it has authorised the Company to act on its behalf in respect of their Recordings.
- 8.3. 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.
- 8.4. 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 law.
- 8.5. 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.
- 8.6. 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.
- 8.7. Subject to Clause 8.12, 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.

- 8.8. The Company shall only grant access to Recordings to individuals who has the correct access credentials.
- 8.9. Without prejudice to the obligations placed upon the Customer pursuant to this Clause 8 the Company reserves the right to refuse access to any Recordings unless and until it has received such evidence as it may require to verify that the requestee has authority to access such Recordings.
- 8.10. 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.
- 8.11. 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.
- 8.12. The Company reserves the right to access, retain and disclose the Recordings or copies of them for the purposes of:
  - 8.12.1. complying with its obligations under any agreement between the Company and a Network Operator;
  - 8.12.2. observing the performance of any Call Recording Service including for any Service Level monitoring;
  - 8.12.3. retaining a record of activity on the Company's equipment or systems;
  - 8.12.4. performing emergency maintenance or resolving any Faults within any Recording;
  - 8.12.5. 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);
  - 8.12.6. complying with a written request from the Customer for information about or disclosure of its Recordings; or
  - 8.12.7. complying with its obligations under the Agreement.
- 8.13. Due to the nature of the Call Recording Services, it is technically impossible to provide Call Recording Services fault free and the Company does not undertake to do so. Accordingly:
  - 8.13.1. 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;
  - 8.13.2. 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
  - 8.13.3. the Customer shall promptly download any Recordings which it deems important. The Customer acknowledges and agrees that it is solely responsible for ensuring that all Recordings are stored in a secure and accessible location, and that it can be retrieved for future use or reference as may be required by the Customer.

## **9. VOICE SAFE SERVICES – SERVICE ASSURED PRODUCT**

9.1. 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:

9.1.1. numbers registered on the Customer's account; and

9.1.2. any outbound calls to numbers that the Company is aware of that could be or are being used in a fraudulent way

and in each case, such provision shall be in accordance with the terms of this Clause 9 and Schedule 2 of the Master Services Agreement (Service Assured Products).

9.2. The Customer acknowledges and agrees that the provision of the Voice Safe Service shall be strictly limited to circumstances in which the Customer is receiving one of the following Services, and shall in all cases be subject to technical feasibility:

9.2.1. Wholesale Line Rental Services;

9.2.2. SIP; or

9.2.3. Hosted Telephony.

9.3. Subject to paragraph 3 of Schedule 2 of the Master Services Agreement, 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).

9.4. 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, termination of Voice Sage Services, however arising, shall not terminate the Agreement or affect the continued provision of the standard Services, which shall remain in full force and effect for the remainder of the Term, unless otherwise terminated in accordance with the terms of the Agreement. Only Voice Safe Services will cease upon termination pursuant to this clause 9.4.

9.5. 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.

9.6. 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.

9.7. Subject to Clause 9.8 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.

9.8. The Customer acknowledges and agrees that:

- 9.8.1. payment of the Voice Safe Service compensation pursuant to Clause 9.7 is subject to receipt by the Company of a valid Crime Reference Number for the fraud incident 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
- 9.8.2. 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.

## **10. LINE SAFE SERVICES – SERVICE ASSURED PRODUCT**

- 10.1. Subject to payment of the applicable Charges, the Company may provide a Line Safe Service to a Customer receiving Wholesale Line Rental Services 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:
  - 10.1.1. log each Call received by the Company from the Customer with Openreach; and
  - 10.1.2. 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.
- 10.2. Subject to Schedule 2 of the Master Services Agreement, 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).
- 10.3. 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, termination of Line Safe Services, however arising, shall not terminate the Agreement or affect the continued provision of the standard Services, which shall remain in full force and effect for the remainder of the Term, unless otherwise terminated in accordance with the terms of the Agreement. Only the Line Safe Service will cease upon termination pursuant to this clause 10.3.
- 10.4. 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.
- 10.5. The Customer acknowledges and agrees that the Charges payable for the Line Safe Service will not include the following costs and charges:
  - 10.5.1. 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
  - 10.5.2. any Openreach engineering call out charges in relation to the provision or re-arrangement of new or existing services; or

- 10.5.3. any charges in relation to broadband Faults and broadband SFI engineering visits; or
  - 10.5.4. any call out charges related to line Faults and will not cover call out charges related to telephone systems and / or telephony equipment; or
  - 10.5.5. 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.

## **11. ENHANCED NETWORK SERVICE – SERVICE ASSURED PRODUCT**

- 11.1. Subject to payment of the applicable Charges, the Company shall provide the Customer receiving SIP and Wholesale Line Rental Services (analogue & ISDN) from the Company with Enhanced Network Service in accordance with this Clause 11 and Schedule 2 of the Master Services Agreement (Service Assured Products).
- 11.2. Subject to paragraph 3 of Schedule 2 of the Master Services Agreement, the Company shall provide Enhanced Network Service to the Customer from the Service Assured Product Commencement Date and shall continue to make the Enhanced Network Service available for successive periods of thirty (30) days (each such period being a "Rolling Monthly Term").
- 11.3. 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 Enhanced Network Service and termination shall take effect on the last calendar day (inclusive) of the following Rolling Monthly Term. For the avoidance of doubt, termination of Enhanced Network Service, however arising, shall not terminate the Agreement or affect the continued provision of the standard Services, which shall remain in full force and effect for the remainder of the Term, unless otherwise terminated in accordance with the terms of the Agreement. Only Enhanced Network Service will cease upon termination pursuant to this clause 11.3.
- 11.4. The Charges for Enhanced Network Service shall be calculated on a per billing account basis and payable monthly in advance by the Customer in accordance with the Agreement.
- 11.5. Subject to clauses 5.4 and 11.7, Customers subscribed to the Enhanced Network Service shall receive 24/7/365 remote support on their existing contract with the Company in respect of SIP and Wholesale Line Rental Services (analogue & ISDN) (as applicable), which shall include:
  - 11.5.1. exemption from third party carrier call-out charges where a Fault is identified; and
  - 11.5.2. priority escalation and fast-track investigation in the event of a potential Fault.
- 11.6. The Customer acknowledges and agrees that the Company does not monitor emails or its CRM system Out-of-Hours. Any request by the Customer for 24/7/365 remote support pursuant to the Enhanced Network Service must be made by telephone. Any requests or reports made by email Out of Hours will not be actioned until the next Working Day.
- 11.7. For the avoidance of doubt:
  - 11.7.1. Enhanced Network Service provides enhanced remote support and escalation only and does not guarantee continuous availability of the underlying Services or, to the extent possible, resolution within a specific timeframe;
  - 11.7.2. the Company shall not be liable for any delay or failure in resolving faults attributable to third party carriers or network operators; and
  - 11.7.3. where the Company determines that an on-site visit is required to diagnose a Fault and, where possible, carry out repairs, the Company reserves the right to apply a call-

out charge and to levy fees based on its prevailing man-hour rates. The Company will provide the Customer with prior notice of any such Charges before the on-site visit is undertaken.

## **12. BUSINESSES CONTINUITY – SERVICE ASSURED PRODUCT**

12.1. Subject to payment of the applicable Charges, 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 in accordance with the provisions of this Clause 12 and Schedule 2 of the Master Services Agreement.

12.2. The Customer acknowledges and accepts:

12.2.1. Business Continuity is available solely to Customers receiving Legacy PBX and Hosted Telephony services;

12.2.2. Business Continuity does not include voicemail facility; and

12.2.3. the availability of Business Continuity is contingent on the Customer receiving the Site Assurance Service.

12.3. 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.

12.4. The Customer is responsible for devising a Business Continuity plan, which shall consist of the following information:

12.4.1. the call destinations to which Calls should be redirected to, allowing for a maximum number of 10 call destinations;

12.4.2. a welcome message; and

12.4.3. any other information that the Company requests from the Customer

### **(Business Continuity Plan).**

12.5. 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.

12.6. Charges applicable to Business Continuity shall be payable by the Customer in advance and on a monthly basis, in accordance with the Agreement.

12.7. 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.

12.8. Subject to paragraph 3 of Schedule 2 of the Master Services Agreement, 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).

12.9. 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, termination of Business Continuity, however arising, shall not terminate the Agreement or affect the continued provision of the standard Services, which shall remain

in full force and effect for the remainder of the Term, unless otherwise terminated in accordance with the terms of the Agreement. Only Business Continuity will cease upon termination pursuant to this clause 12.9.

### **13. SITE ASSURANCE – SERVICE ASSURED PRODUCT**

- 13.1. 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.
- 13.2. Charges applicable to Site Assurance shall be payable by the Customer on a monthly basis and in accordance with the Agreement.
- 13.3. Subject to Schedule 2 of the Master Services Agreement, 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).
- 13.4. 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, termination of Site Assurance Services, however arising, shall not terminate the Agreement or affect the continued provision of the standard Services, which shall remain in full force and effect for the remainder of the Term, unless otherwise terminated in accordance with the terms of the Agreement. Only Site Assurance Service will cease upon termination pursuant to this clause 13.4.

### **14. THE COMPANY'S OBLIGATIONS**

- 14.1. 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 indicative only and the Service Levels are target service levels only. Time shall not be of the essence in relation to the performance of the Services, and the Company shall not be liable for any failure to meet the Service Levels and/or any performance dates agreed in writing.
- 14.2. The Company agrees to perform the Services with reasonable skill and care, consistent with the standards expected of a competent communications provider, and in accordance with the terms of this Agreement.
- 14.3. In the event of a Fault with the Service, the Company shall use reasonable efforts to remedy the Fault or non-compliance as soon as reasonably practicable, including by providing a fix, correction, or workaround.
- 14.4. The Customer shall, at all times, provide all reasonable assistance and maintain effective communication with the Company to enable the Company to implement any feasible fix, correction, or workaround, and to otherwise fulfil its obligations under this Agreement. The Company shall not be liable for any failure to meet the Service Levels or any agreed performance dates where such failure is caused by the Customer's failure to reasonably cooperate or communicate with the Company.
- 14.5. 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.
- 14.6. The Company may:
  - 14.6.1. 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

14.6.2. 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.

## **15. TELEPHONE NUMBERS, CODES AND DIRECTORIES**

15.1. 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).

15.2. 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.

15.3. 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, nor shall the Customer attempt to register or otherwise assert any other Intellectual Property Rights capable of registration in respect of such telephone numbers.

15.4. 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).

15.5. 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.

15.6. 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:

15.6.1. there are no technical reasons preventing the use of the number;

15.6.2. the existing telecommunications service provider agrees to release the relevant telephone number(s);

15.6.3. 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;

15.6.4. the Customer provides the Company with full and accurate details relating to the account held with the existing telecommunications service provider, including (but not limited to) the account name, account number, service address and billing address;

15.6.5. the Customer paying the Company's charges (if any) for number portability; and

15.6.6. to the extent applicable, number portability being available at the Site.

- 15.7. The Customer acknowledges that the Company does not guarantee the use or continued use of any specific telephone number. The inability to use a particular number does not entitle the Customer to terminate this Agreement or claim any compensation, and the Company accepts no liability for claims relating to the Customer's inability to use or continue use of a particular telephone number.

## **16. THE CUSTOMER'S OBLIGATIONS**

- 16.1. The Customer shall:

- 16.1.1. 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;
- 16.1.2. afford to the Company all access and facilities that the Company shall reasonably require when attending the Customer's premises or the Site;
- 16.1.3. ensure that Customer Computer System, IT infrastructure and connectivity are adequately maintained at all times and remain sufficient to enable the Company to efficiently provide the Services;
- 16.1.4. 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;
- 16.1.5. 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;
- 16.1.6. 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;
- 16.1.7. 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;
- 16.1.8. not use the Services and will take all reasonable steps to ensure that the Services are not used by anyone:
- 16.1.8.1. to send, knowingly receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing;
- 16.1.8.2. in a way that does not comply with the terms of any legislation or any licence applicable to the Customer;
- 16.1.8.3. 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;
- 16.1.8.4. in a manner which is contrary to this Clause 16.

- 16.1.9. 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;
- 16.1.10. 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;
  - 16.1.10.1. the Customer's breach of this Clause 16;
  - 16.1.10.2. 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;
  - 16.1.10.3. any use of the Services by the Customer that promotes or assists any illegal activity.
- 16.1.11. co-operate with and follow the Company's reasonable instructions to ensure the proper use and security of the Services;
- 16.1.12. provide reasonable assistance from its personnel, as may be requested by the Company from time to time, to support the delivery of the Services;
- 16.1.13. ensure at all times 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
- 16.1.14. 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;
- 16.2. In relation to any Software provided in connection with the Services, the Customer shall not, and shall not permit or allow any third party to:
  - 16.2.1. store, distribute, introduce or transmit through the Services:
    - 16.2.1.1. any Virus,
    - 16.2.1.2. any Vulnerability or
    - 16.2.1.3. 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;
  - 16.2.2. 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;
  - 16.2.3. use the Software or Services to provide services to third parties;
  - 16.2.4. transfer, temporarily or permanently, any of its rights under the Agreement, or
  - 16.2.5. attempt to obtain, or assist third parties in obtaining, access to Software, except as permitted under the Agreement.
- 16.3. 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.

- 16.4. 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**):
- 16.4.1. the Company shall without limiting its other rights or remedies, have 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;
  - 16.4.2. 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
  - 16.4.3. 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.
- 16.5. 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.
- 16.6. 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.
- 16.7. The Customer shall not utilise and shall ensure that no other person uses the Services or the telephone number(s) allocated to the Customer:
- 16.7.1. for purposes other than the genuine conveyance of Calls;
  - 16.7.2. for storing, reproducing, transmitting, communicating or receiving any material in breach of any law, regulation, code of practice; or
  - 16.7.3. fraudulently or for any criminal or illegal purpose or in a manner that is contrary to any regulatory or legal requirement; or
  - 16.7.4. to make defamatory, offensive, obscene, indecent, menacing, abusive, nuisance or hoax Calls; or
  - 16.7.5. to cause annoyance, inconvenience or needless anxiety to any person; or
  - 16.7.6. contrary to instructions that the Company may give to the Customer from time to time; or
  - 16.7.7. to copy, store, modify, publish or distribute services or content (including ringtones), except where the Company gives the Customer prior permission in writing; or
  - 16.7.8. 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
  - 16.7.9. in violation of any applicable local, national, or international law or regulation;
  - 16.7.10. in a manner which infringes the rights of any person, including intellectual property rights and rights of confidentiality.

## **17. CHARGES AND PAYMENT**

- 17.1. Without prejudice of the Company's other rights under the Agreement, the Company shall be entitled to invoice the Customer for:
- 17.1.1. the Connection Charge when the Services are made available to the Customer;
  - 17.1.2. the Rental monthly in advance;
  - 17.1.3. the Call Charges after the end of the month in which the relevant Calls were made, including any Charges incurred during the latter part of that month which may be billed in the following month;
  - 17.1.4. any additional Charges that may apply pursuant to the Agreement.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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 breach of this Agreement.
- 17.5. Where the Charges have been calculated on the basis that the Service is provided as part of a bundled offering with other Services or independently of other Services provided by the Company, the Customer acknowledges that:
- 17.5.1. if the majority (meaning 50% or more of the Service as provided at the Service Go-live Date) of Exchange Line rental, SIP Trunk rental or cloud based CLI ceases to be provided, the Company shall be entitled to amend its Call Charges to the Company's then higher standard Charges;
  - 17.5.2. if the majority (meaning 50% or more of calls based on previous 3 months' typical call volume) of Rental ceases to be provided, the Company shall be entitled to amend its Exchange Line Rental, SIP Trunk rental or Cloud CLI rental Charges to its then higher standard charges;
  - 17.5.3. 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 17.5.3, majority shall mean:
    - 17.5.3.1. 50% or more of Service as provided at the Service Go-live Date cease to be provided; and
    - 17.5.3.2. 50% or more of calls based on previous 3 months' typical call volume cease to be provided.
- 17.6. 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.

17.7. 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 and/or Software.

17.8. In the event that:

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

17.8.2. 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.

## **18. TERMINATION**

18.1. Without prejudice to any other rights or remedies to which the Company may be entitled including (but not limited to) those under the Master Services Agreement, the Company may terminate the Agreement without liability to the Customer if:

18.1.1. 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:

18.1.1.1. 7 days where there is a failure to pay a sum due under the Agreement;

18.1.1.2. 14 days, if either sub-clauses 18.1.1.1 or 18.1.1.3 or 18.1.1.4 do not apply;

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

18.1.1.4. 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;

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

18.1.1. 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.

18.2. Subject to Clause 17.5, 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.

18.3. Following termination of the Service:

18.3.1. the telephone Service will be disconnected unless the Customer makes alternative arrangements with the Company or another communications service provider;

- 18.3.2. the Customer shall pay to the Company all amounts due to the Company in accordance with the terms of the Agreement;
- 18.3.3. 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.
- 18.4. 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.
- 18.5. 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. The Company shall prioritise all Support Requests based on its reasonable assessment of the severity of the Fault reported by the Customer and respond to all Support Requests in accordance with the response times specified in the table set out below:

##### **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 Service Levels set out above are target Response, Restoration and Resolution times only and do not constitute performance guarantees. Failure by the Company to meet any Service Level shall not constitute a breach of this Agreement, nor shall it entitle the Customer to terminate the Agreement, withhold payment for Services provided, or claim any form of compensation, unless expressly agreed otherwise in writing.

1.4. 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. Where restoration or resolution of a Fault is delayed due to third-party dependencies (being circumstances beyond the Company’s reasonable control, including but not limited to delays caused by third-party suppliers or the provision of defective or incompatible goods or services

by such suppliers) the Company shall not be liable for any resulting delay, impact, or failure to meet the applicable Service Levels or performance targets.

- 1.5. The Company reserves the right to reclassify the priority level of any reported issue following initial assessment or upon implementation of a temporary workaround. Such reclassification shall be communicated to the Customer and shall be final unless otherwise agreed in writing by the Company. For example, 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.
- 1.6. To enable the Company to meet the service standards set out under this Schedule 1, 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 and/or Software, or affected product or system is available to allow remote diagnostics and maintenance. Where remote access is required by the Company, the Customer shall facilitate such remote access by promptly installing and running any remote access tools reasonably required and/or provided by the Company.
- 1.7. 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.
- 1.8. It is technically impracticable to provide a Fault free Service and the Company does not undertake to do so.
- 1.9. The Customer acknowledges that the Company's ability to meet the Service Levels is dependent on the Customer providing timely access, information, and cooperation. The Company shall not be liable for any delay or failure to meet the Service Levels where such delay or failure is attributable to the Customer's failure to provide reasonable assistance, access, or communication.

## **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 (but not limited to):
    - 2.1.3.1. the components involved, and
    - 2.1.3.2. the Activity ID involved in the issue;
  - 2.1.4. such data, documents, information, assistance and remote access to the Customer Computer System or Equipment, as are reasonably necessary to assist the Company to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request,  
  
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 the following, which fall outside the scope of the maintenance Services:
  - 3.1.1. the Customers:

- 3.1.1.1. PC or server hardware; or
  - 3.1.1.2. operating systems or Third party software or software owned by the Customer;
  - 3.1.2. the Customers site network configuration
  - 3.1.3. solution administration and configuration including but not limited to creating or maintaining campaigns, users, groups, routing strategies;
  - 3.1.4. dialler management and configuration;
  - 3.1.5. replacement, installation or modifications to the Customers workstation software;
  - 3.1.6. access to third party client portals or software;
  - 3.1.7. software outside the Service boundary including but not limited to operating systems, antivirus software, virus scanner, backup tools etc.; or
  - 3.1.8. issues arising from the Customer's failure to maintain or update their own hardware, software, or network infrastructure;
  - 3.1.9. support for legacy systems or equipment no longer supported by the original manufacturer or vendor;
  - 3.1.10. troubleshooting or resolving problems caused by third-party integrations, customisations, or unauthorised changes to the system;
  - 3.1.11. physical cabling, power supply issues, or environmental factors at the Customer's site (e.g., temperature, humidity, electrical interference);
  - 3.1.12. any Fault caused by circumstances described in clause 5.4 or Customer Default; or
- 3.2. Any support Services provided pursuant to this Service Schedule do not include the maintenance, support, or troubleshooting of the Customer's private branch exchange (PBX) systems, internal telephony infrastructure, or data connectivity and associated circuits, whether provided by third parties or operated internally by the Customer. Any support or maintenance services provided in relation to the Customer's Legacy PBX system shall be delivered in accordance with the Company's Service Schedule for Maintenance and Technical Support <https://www.talk-telecom.co.uk/tc2026> subject to the payment of the relevant Charges by the Customer.

#### **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 set out in paragraph 3 of this Schedule 1;
  - 4.1.2. incidents on BT Applications and / or network and application equipment due to acts or omission of the Customer or Customer Default;
  - 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 Customers 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 Customers Site, for reasons attributable to the Customer, to carry out necessary repair work;
- 4.1.12. any Service failure or interruption caused by Customer misconfiguration or unauthorised changes;
- 4.1.13. delays caused due to Customer Change Requests; or
- 4.1.14. 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"> <li>▪ Telephone support with 4 Working Hour response on Major Faults.</li> <li>▪ 1 Working Day response on Minor Faults and no Service Level on Change Requests.                             <ul style="list-style-type: none"> <li>▪ Programming that requires a Site visit are chargeable.</li> </ul> </li> </ul>	✓		
Changes are subject to Fair Usage Policy pursuant to clause 6.18 of this Service Schedule	✓	✓	✓
2 Working Hour response on Major Faults		✓	✓
4 Working Hour response on Minor Faults		✓	✓

12 Working Hour completion of Change Requests, subject to technical feasibility		✓	✓
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.