

## CSUK SIPSYNERGY PHONE AGREEMENT

### 1. DEFINITIONS

1.1 In this document the following expressions shall have the following meanings, other terms are as defined in the Services Agreement:

Call Channels	means the maximum number of contemporaneous in bound and out bound voice calls which the Hosted Voice IP Service is configured to handle at a Site.
CLI	means data comprising the name and number of a telephone caller which is transmitted to a call receiver's telephone equipment prior to the call being answered.
Communication Lines	means the data communications lines to be provided by the Company
Company	means Communications Solutions UK Ltd either directly or working with their CSUK Business Partner Sipsynergy Limited, company number 07613922.
Connectivity Service	means the provision and support of the Communication Lines.
Customer	means the company, organisation, individual or firm detailed on the Services Agreement
Customer's Nominated Representative	means the Customer's designated representative who shall be the primary contact for day to day operational and service matters, such representative and contact details including but not limited to office phone number, mobile phone number and email address, to be notified to the Company in writing from time to time.
End User	means the Customer personnel who are authorised by the Customer to use the Services.
End User Handsets	means telephone handsets to be provided as a service by the Company for the duration of the Agreement.
Equipment Fee	means the fee payable by the Customer for the Site Infrastructure Equipment
Hosted Server Platform	means the Company's hosted server hardware platform located in the Company's Data Centre used to provide the Hosted Voice IP Service.
Hosted Voice IP Service	means the hosted Voice over IP service to be provided by the Company
Implementation Plan	means the documented plan and timetable for the implementation and delivery of the Setup Activities
Internet	means the global data network comprising interconnected networks using the TCP/IP protocol suite.
IP Network	means the network over which the voice calls will be routed from time to time excluding any Communications Lines or LANs.
LAN	means the local area network operated by the Customer at a Site.
LAN Technical Specification	means the required technical specification of a LAN necessary to enable the Services to be provided at a Site
Remote Location	means a location, other than a Site, from where an End User can access/use the Hosted Voice IP Service using a Software Phone Application.
Selected Service Features	means the additional/enhanced features and/or services selected by the Customer to be provided and agreed by the Company set out and described in the Service Agreement
Service Commencement Date	means the date after the Setup Activities have been successfully completed when the parties agree that the Services shall commence such date being described in the Service Agreement
Service Fault	means a fault or problem with the Hosted Voice IP Service including but not limited to a fault with an End User Handset, Site Infrastructure Equipment or a Communications Line but excluding any faults set out in clause 10.2 which are not the responsibility of the Company.
Services	means collectively, the services to be performed by the Company in accordance with this Agreement being the Company Setup Activities, the Hosted Voice IP Service, the provision of Site Infrastructure Equipment, the Connectivity Services, the Support Service and the Selected Service Features (if any).
Setup Activities	means the tasks and services to be performed by each party to enable the Service to be provided. The expression Company Setup Activities shall mean those tasks and services to be performed by the Company and the expression Customer Setup Activities shall mean those tasks and services to be performed by the Customer.
Setup Fee	means the Setup fee payable by the Customer
Site	means the Customer's offices or other locations set out in the Transaction Document and as amended from time to time where End Users may use the Hosted Voice IP Service
Site Infrastructure Equipment	means the hardware and other ancillary equipment to be located at the Site(s) to be purchased by the Customer from the Company as described in the Service Agreement.
Software	means the software programs, including any upgrades, revisions, or other enhancements thereto and any documentation, provided by the Company to the Customer for the duration of the Agreement in connection with the provision of the Services including but not limited to the Software Phone Application.
Software Phone Application	means the software application provided by the Company as part of the Service which allows End Users to make voice calls using a laptop computer or similar device.
Support Services	means the support services to be performed by the Company
Telco	means such telecommunications company or companies that the Company may notify in writing to the Customer from time to time.
Usage Charges	means the charges due in respect of calls made via the Services such charges to be calculated in accordance with the Voice Tariff Rates in force at the time the call was made.
Voice Tariff Rates	means the rates per second payable for conveying voice calls to local, national, international and mobile destinations as notified by the Company from time to time

## 2. THE TERM

- 2.1 This Agreement shall, subject to clauses below continue in full force and effect for the period defined in the Services Agreement and thereafter shall continue unless or until terminated by either party on any subsequent anniversary of the Service Commencement Date by giving the other party not less than 90 days' prior written notice.
- 2.2 The Company may terminate this Agreement with immediate effect in the event of any change of control of the Customer or where the Customer is a partnership the addition of a new partner or member of the Customer.
- 2.3 Either party may, without prejudice to its other rights, at any time forthwith terminate this Agreement by serving written notice of termination on the other party if:
- 2.3.1 the other party has breached any of its material obligations under this Agreement and where the breach is capable of being remedied fails to remedy such breach within 30 days of receipt of written notice specifying the breach and requiring it to be remedied; or
  - 2.3.2 the other party ceases to carry on business or becomes subject to the insolvency laws of the country of its incorporation or where it carries on business; or
  - 2.3.3 the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - 2.3.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other party.
- 2.4 On termination of this Agreement for whatever reason each party shall immediately return to the other any and all property of whatever kind and nature provided under this Agreement and belonging to the other.

## 3. SETUP AND INSTALLATION

- 3.1 As soon as reasonably practical the Company shall document and agree the Implementation Plan for the Services with the Customer. The Implementation Plan shall set out the respective Setup Activities to be performed by each party and the sequence and performance dates when such activities shall be performed.
- 3.2 Each party shall use their reasonable endeavours to perform their respective Setup Activities in accordance with the relevant performance dates set out in the Implementation Plan. Either party may revise an Implementation Plan performance date on reasonable advance written notice to the other party in the event of any default or delay by a relevant third party or due to any other reason or cause relating to the Implementation Plan outside the relevant parties reasonable control including but not limited in the case of the Company any delay by the Telco in providing a Communications Line for a Site.
- 3.3 The Company Setup Activities (if any) shall be as specified in the Implementation Plan and may include:
- 3.3.1 procuring and delivering the End User Handsets to the Site(s);
  - 3.3.2 procuring, delivering and setting to work the Site Infrastructure Equipment at the Site(s);
  - 3.3.3 ordering the Communication Lines from the Telco and ensuring the said Communication Lines are installed, tested and operational;
  - 3.3.4 providing the Customer with copies of the Software Phone Application on suitable media and demonstrating to the Customer's Nominated Representative how to install and set to work the Software Phone Application on an End User device;
  - 3.3.5 performing any Ancillary Services if appropriate which are required to be completed prior to the Service Commencement Date;
  - 3.3.6 setting up and enabling the Selected Service Features, if any;
  - 3.3.7 performing a system test of the Hosted Voice IP Services at the Site(s); and
  - 3.3.8 providing the Customer's Nominated Representative with basic training and instruction on the use and operation of the Services via email.
- For the avoidance of doubt the Company shall only be responsible for ensuring the Customer's LAN meets the LAN Technical Specification if it is agreed the Company shall perform such services as set out in the Services Agreement.
- 3.4 The Customer Setup Activities shall include but not be limited to:
- 3.4.1 providing such up to date information and documentation about the LAN at each Site reasonably requested by the Company including but not limited to LAN topology diagrams, network schematics and network diagrams;
  - 3.4.2 unless the Company is to be responsible for ensuring the LAN at each Site meets the LAN Technical Specification as an Ancillary Service, performing such actions and tasks, if any, necessary to ensure that the LAN at each Site meets the LAN Technical Specification and to certify to the Company that each LAN meets the LAN Technical Specification;
  - 3.4.3 ensuring that there is an appropriate and secure location at each Site for the Site Infrastructure Equipment and that such location has a suitable power supply;
  - 3.4.4 installing the Software Phone Application onto the relevant End User devices;
  - 3.4.5 providing the Company's engineers with any reasonable assistance and information that the Company may require in order to site and install the Site Infrastructure Equipment at the Site(s) and generally to implement the Service;
  - 3.4.6 ensuring the Customer's Nominated Representative is available when required to observe the system test of the Services and to participate in the basic user training;
  - 3.4.7 ensuring (save where the relevant matter is within the express obligations of the Company under this Agreement) that the Site and all other locations at which the Services are provided incorporate all features and facilities necessary for the proper installation, performance and continued operation of the Services in accordance with this Agreement.

- 3.5 If the Services are to be implemented on a per Site basis, then each Site shall be deemed to have a separate Service Commencement Date and the Service Fee shall be charged with effect from the respective Service Commencement Date for each Site. In such circumstances, the term of the Agreement shall be deemed to commence on the Service Commencement Date at the final Site where the Service is implemented.
- 3.6 The Company shall be:
- 4.6.1 under no obligation to provide the Services unless and until it agrees that the Set Up Activities have been successfully completed;
  - 4.6.2 entitled to terminate this Agreement without liability at any time within 40 days following the Service Commencement Date in the event that it determines that the Services are not reasonably capable of being delivered in accordance with normal industry performance standards due to any factor beyond its control.
- 3.7 The Customer shall act reasonably to co-operate with the Company and comply with all requests made by the Company for access to all items and systems comprised in or utilised in connection with the delivery of the Services and all test and other data relating thereto including (without limitation) for the purposes of evaluating the quality of delivery of the Services.
- 3.8 The Customer shall pay to the Company a cancellation fee of the greater of £200.00 or the amount specified by the Company from time to time in the event that any appointment relating to any aspect of the Services is cancelled by the Customer not more than 24 hours prior to the notified appointment time.

#### 4. THE HOSTED VOICE IP SERVICE

- 4.1 The Company shall facilitate the IP Network, the Site Infrastructure Equipment, the Communication Lines and the Hosted Server Platform to enable voice in bound and out bound calls to be made and received via the IP Network by End Users at: (a) the Site(s) using the End User Handsets connected to the LAN at the Site and (b) at the Site(s) and/or Remote Locations using the Software Phone Application using an End User device connected to the Internet.
- 4.2 The Company shall enable and provide the relevant Selected Service Features.
- 4.3 In accordance with good industry practice, the Company shall undertake scheduled maintenance of the Hosted Server Platform. From time to time it may be necessary to carry out emergency maintenance of the Hosted Server Platform. The Customer acknowledges that such scheduled and emergency maintenance may result in service interruptions. The Company shall ensure that the Customer is given reasonable prior notice of any scheduled maintenance. All maintenance services shall (except for emergency maintenance) take place outside Company normal working hours.
- 4.4 The Customer shall ensure that it maintains the confidentiality of, and shall not disclose to third parties, the login passwords or any other confidential information relating to the access and use of the Hosted Voice IP Service.
- 4.5 The Customer acknowledges and understands that the Hosted Voice IP Service will not function in the event of a mains power failure (and in the absence of a suitable back up power device or facility), Communication Line failure and/or Internet failure. Accordingly, the Customer shall ensure that it has such back up telephone service as the Customer deems necessary at each Site.
- 4.6 The Customer acknowledges that the number of Call Channels available at each Site is limited to the bandwidth capacity of the Communication Line at the said Site and other factors associated with the Service including but not limited to the audio code and protocol in use and any data encryption. In the event that the Customer requires the number of Call Channels at a Site to be increased then the Customer shall notify the Company of such requirement.
- 4.7 The Company shall take all reasonable steps to make available the Services in accordance with this Agreement but the Customer acknowledges that the Services and their performance are subject to the uncertainties comprised in telecommunications technology and to variations, outages and other factors affecting deliverability, quality and operational consistency none of which can be guaranteed at any specific time.
- 4.8 The Company shall not be responsible for or have any liability in respect of any services or facilities which are not specifically provided under this Agreement (whether or not they represent features or are obtained or available through or as part of the Services) or any licences or permits required in connection with their use or operation.
- 4.9 The Company shall endeavour to provide numbering porting services using the porting services available from the Company's telecommunications provider.

#### 5. ACCESS TO EMERGENCY SERVICES

- 5.1 The Customer acknowledges and understands that:
- 5.1.1 the Hosted Voice IP Service will not function in the event of a power failure, Communications Line failure and/or Internet failure, and that such failure will prevent any calls being made including to any emergency service;
  - 5.1.2 calls to emergency services will only convey the location of the caller when the caller calls from a Site using an End User Handset;
  - 5.1.3 the ability of emergency organisations and emergency call centres to identify the location of a caller from a Site depends (in the event that a caller is unable to convey the information orally) on the accuracy of the address and postcode of the Site provided by the Customer to the Company and by the Company for onward transmission to the emergency centre database; and
  - 5.1.4 calls to emergency services made via the Software Phone Application will not convey the location of the caller.

- 5.2 The Customer shall ensure that it communicates the information contained within this clause clearly to all of its users of the Service and to instruct users not to make calls to emergency services using the Software Phone Application unless they have no alternative. Any user who is using an End User Handset but who is not working at their normal place of work (for example, is working at a different Site) must also be similarly instructed by the Customer.

## 6. END USER HANDSETS AND SITE INFRASTRUCTURE EQUIPMENT

- 6.1 The Company shall supply, and the Customer shall purchase the Site Infrastructure Equipment as described in the Services Agreement under the Company Base Terms.
- 6.2 As part of the Services, the Company may provide the Customer with the End User Handsets for the duration of the Agreement. For the avoidance of doubt, title to the End User Handsets remains with the Company.
- 6.3 The Company shall deliver the End User Handsets and Site Infrastructure Equipment at the Site(s) as part of the Company Set Up Activities.
- 6.4 In the event that the Customer wishes to increase the number of End Users then the Company may supply, and the Customer shall purchase additional end user handsets.
- 6.5 The Customer shall comply with the following obligations with respect to the End User Handsets and the Site Infrastructure Equipment: -
- 6.5.1 ensure that the End User Handsets and Site Infrastructure remain located at the Site available for use with the Service;
  - 6.5.2 only use the End User Handsets and Site Infrastructure Equipment in connection with the Service;
  - 6.5.3 to ensure that proper environmental conditions as recommended by the Company and/or the manufacturer are maintained for the Site Infrastructure Equipment and that the exterior surfaces are kept clean and in good condition;
  - 6.5.4 provide the Company and its sub-contractor with all reasonable access to the Site and the End User Handsets and Site Infrastructure Equipment in order to enable the Company to comply with its responsibilities pursuant to the Support Services; and
  - 6.5.5 to take proper and reasonable care of the End User Handsets and Site Infrastructure Equipment and to report promptly any faults, damage or malfunctions to the Company.
- 6.6 Risk of loss or damage to the End User Handsets will pass to the Customer on delivery and shall remain with the Customer during the term of the Agreement. The Customer shall insure and keep insured with a reputable insurance company the End User Handsets for their full replacement value from the date of delivery to the Sites under an all risks policy. The Customer shall ensure that the Company's interest in the End User Handsets is noted on the insurance policy.
- 6.7 The Company does not manufacture the Site Infrastructure Equipment or the End User Handsets and excludes to the full extent permitted by law all warranties terms and conditions in respect of the condition, performance and fitness for purpose of the Site Infrastructure Equipment and the End User Handsets whether express or implied and provided that the Company shall pass on to the Customer the benefit of any warranties obtained by the Company from the relevant manufacturers.
- 6.8 Upon termination of this Agreement, the Customer shall surrender possession of the End User Handsets in good order, repair and condition, to the Company. The Customer shall ensure that all End User Handsets are available for collection at the Sites. The Customer will fully and effectively indemnify the Company (on an after-tax basis) for any loss or damage suffered by the Company arising from the default by the Customer in respect to the obligations set out in this condition.
- 6.9 On termination of the Agreement the Company shall remove the End User Handsets from the Site. The Customer agrees to give the Company full and unencumbered access to the Sites on reasonable prior notice to enable the Company to remove the End User Handsets. This obligation is to provide access during normal office hours, but the equipment may be removed outside of these hours if mutually acceptable.

## 7. CONNECTIVITY SERVICES

- 7.1 In order to enable the Company to provide the Hosted Voice IP Service, the Company shall take reasonable steps to procure the installation of any Communication Lines from the Telco at Sites as documented in the Services Agreement.
- 7.2 The Customer shall comply with any reasonable instruction or recommendation made by the Company and/or the Telco in relation to the use and/or operation of the Communication Lines. The Customer shall unless otherwise agreed with the Company only utilise the Communication Lines in connection with the Services.
- 7.3 The Company reserves the right, if required or instructed by the Telco, to suspend the provision of a Communication Line without liability in the event that the Telco reasonably considers the Customer has breached the terms of clause 12.
- 7.4 The Customer acknowledges that due to operational and/or emergency reasons the Telco may suspend the use of a Communication Line(s). The Company shall on notification from the Telco of any such service suspension forthwith notify the Customer's Nominated Representative.

## 8. SUPPORT SERVICES

### 8.1 SERVICE FAULT REPORTING

The Company shall provide a help desk using such phone numbers and email addresses as the Company shall advise the Customer from time to time to enable the Customer to report Service Faults. The help desk shall be manned between 09.00 and 17.00 on normal Company working days.

8.2 The Customer shall when reporting a Service Fault provide the Company with a full description of the fault including the nature of the problem and the number of End Users affected, if known, and any other information reasonably required and requested by the Company.

8.3 Based on the information provided, the Company shall assign one of the following service descriptions to the Service Fault to reflect the nature of the problem:

- a. IP Network Hosting Operational Fault, being a general service problem or malfunction with the Hosted Voice IP Service or any of the Selected Service Features (other than a Customer Site Equipment Fault, Software Phone Application Fault or Communications Fault);
- b. Customer Site Equipment Fault, being a hardware malfunction or fault to an End User Handset or a Site Infrastructure Equipment;
- c. Software Phone Application Fault, being a configuration or other software problem with the Software Phone Application experienced by an End User;
- d. Communications Fault, being a Communication Line malfunction or fault;
- e. Excluded Service Fault, being a fault or problem outside the scope of the Company's support responsibilities;
- f. Unknown Service Fault, being a Service fault or problem, the cause of which the Company is unable to establish from the description provided by the Customer.

8.4 The Company shall subject to the limitations and exclusions set out herein, endeavour to ensure that each Service Fault is rectified in accordance with the appropriate service level applicable to the assigned service description.

### 8.5 IP NETWORK HOSTING OPERATIONAL FAULT

In the event of an IP Network Hosting Operational Fault, the Company shall follow the appropriate call handling procedures and shall use reasonable endeavour to ensure that the problem is rectified in accordance with the appropriate Hosting Operational Fault service level.

8.6 The Company shall ensure that the Customer's Nominated Representative is informed of any IP Network Hosting Operational Faults as soon as reasonably practical and that the Customer's Nominated Representative is given regular and timely updates on the anticipated resolution time of the Service Fault.

### 8.7 CUSTOMER SITE EQUIPMENT FAULT

In the event that a Customer Site Equipment Fault is reported to the Company, the Company shall use its reasonable endeavours to work with the customer to repair or replace the faulty item of Customer Site Equipment.

8.8 As the customer will take title to the Customer Site Equipment any post warranty replacement will need to be purchased.

8.9 Prior to transfer of title the Company reserves the right to charge the Customer in any of the following circumstances:

- 8.9.1 where the Customer Site Equipment is damaged by the Customer by user abuse, accident or any other causes where the cause is external to the item of Customer Site Equipment itself or has arisen or been caused by reasons other than due to fair wear and tear;
- 8.9.2 where the Customer Site Equipment Fault has occurred due to attempts to maintain or repair the item of Customer Site Equipment by persons other than those employed by the Company or its nominated sub-contractors.

### 8.10 SOFTWARE PHONE APPLICATION FAULT

In the event of a Software Phone Application Fault, the Company shall use its reasonable endeavours to:

- 8.10.1 respond to the End User by email or telephone within the service level to commence the diagnosis of the Service Fault;
- 8.10.2 in the event that Company diagnoses that the Software Phone Application has to be reloaded onto the End User's device, the Company shall ensure that a copy of the Software Phone Application is made available to the End User and the Company technician shall provide the End User with reasonable assistance to enable the End User to reload the Software Phone Application onto the End User's device.

8.11 The Company reserves the right to charge the Customer in any of the following circumstances:

- 8.11.1 where the Service Fault to the Software Phone Application has been caused by or has resulted from user abuse or misuse;
- 8.11.2 where the Service Fault has arisen due to any cause or reason other than due to a fault or problem with the Software Phone Application including but not limited to End User hardware faults and/or compatibility problems with the End User's device and the Software Phone Application.

## 8.12 COMMUNICATIONS FAULTS

In the event of a Communications Fault, the Company shall use its reasonable endeavours to respond to the End User by email or telephone within the service level response time to diagnose the nature of the fault.

- 8.13 If the Company diagnoses that due to the nature of the Communications Fault, the fault has to be referred to the Telco for rectification, then the Company shall report the fault to the Telco. The Company shall log, record and track the status of each such Communications Fault reported to the Telco. The Company shall use reasonable endeavours to ensure the Telco rectifies the fault but for the avoidance of doubt shall not be responsible or liable for the resolution of such faults.
- 8.14 The Customer shall ensure that an appropriately qualified representative shall provide the Company and/or the Telco, at no cost to the Company, with such reasonable assistance in respect to a reported Communication Line fault at a Site as the Company and/or the Telco may reasonable request including but not limited to operating any equipment connected to the Communication Line, demonstrating the fault, conducting tests as advised by the Company and/or the Telco and subsequently verifying that the fault has been satisfactorily rectified.
- 8.15 In the event that the Customer reports a Communication Line fault and the Company establishes there is no fault or that the fault was caused by the Customer then the Company reserves the right to charge the Customer for any costs incurred by the Company relative to the fault incident including but not limited to any charge made by the Telco to the Company relative to the said fault incident.

## 8.16 EXCLUDED SERVICE FAULTS

In the event that a Service Fault relates to a problem or fault which is outside the scope of the Company's support responsibilities and obligations, then the Company shall refer such Service Fault to the Customer's Nominated Representative.

- 8.17 The Company shall log, record and track the status of all Excluded Service Faults but shall not be responsible or liable for the resolution of such Service Faults. For the avoidance of doubt, subject to the Company referring the Service Fault to the Customer's Nominated Representative in a timely manner, the Company shall have no liability for any delay, failure or malfunction of the Services which may occur as a consequence of the said Excluded Service Fault.
- 8.18 In the event that the Customer requests the Company to provide engineering assistance to resolve an Excluded Service Fault then the Company reserves the right to charge the Customer for the engineer's time in providing such assistance.

## 8.19 UNKNOWN SERVICE FAULTS

The Company shall deal with an Unknown Service Fault in the same manner as a IP Network Hosting Operational Fault until such time that the Company has determined the actual service description of the Service Fault at which time the Service Fault will then be dealt with in accordance with the relevant procedure.

## 9. EXCLUDED SERVICES

### 9.1 HOSTED VOICE IP SERVICE EXCLUSIONS

Unless detailed in the Services Agreement the Company shall not be responsible for providing:

- 10.1.1 any local area network infrastructure at the Sites,
- 10.1.2 any cabling at the Sites,
- 10.1.3 ensuring the LAN at each Site meets the LAN Technical Specification,
- 10.1.4 Internet connection or any communications lines for End Users at Remote Locations,
- 10.1.5 any End User devices to be used with the Software Phone Application.

### 9.2 SUPPORT SERVICE EXCLUSIONS

**The Company shall not be responsible for supporting:**

- 9.2.1 any issue caused by any changes, by act omission or default, or any alterations or modifications by the Customer to any equipment provided by the Company without the prior written consent of the Company,
  - 9.2.2 support to the LAN or cabling at the Sites,
  - 9.2.3 End User training on the Services,
  - 9.2.4 resolving faults or problems due to compatibility problems/issues with the Software Phone Application and the End User device,
  - 9.2.5 support to any communication lines or End User Device not provided by the Company, and
  - 9.2.6 reloading the Software Phone Application onto End User devices.
- 9.3 The Company shall be deemed to have fulfilled all its obligations upon its exhaustion of all relevant reasonable diagnostic and investigative steps in respect of the reported and/or subsisting fault(s) notwithstanding that the said fault(s) remain effective and/or undiagnosed.
- 9.4 In the event that the Company agrees to provide any of the excluded services detailed above then the Company shall charge the Customer its standard rates then in force.

## 10. THE SOFTWARE

- 10.1 The Customer will have a non-exclusive and non-transferable licence to use the Software (including but not limited to the Software Phone Application) provided by the Company in connection with the Services solely for its own internal use to the extent necessary to use the Services as directed by the Company. Such license shall be for the term of the Agreement only.
- 10.2 The licence shall not entitle the Customer to claim title to, or ownership interest in, the Software and the Customer shall execute any documentation reasonably required by the Company to document the Company's existing and ongoing ownership and/or rights to the Software.
- 10.3 The Customer agrees it will not and it will ensure the End Users do not:
- a. copy the Software except as permitted by the Company;
  - b. except as permitted by law, reverse engineer, decompile or disassemble the Software;
  - c. sell, lease, license or sub license the Software;
  - d. create, write or develop any derivative software or program based on the Software; or
  - e. take any action prohibited by the Company or the owner of the Software.
- 10.4 On termination of this Agreement, the Customer shall erase or otherwise destroy all copies of the Software, if any, in the Customer's possession and shall certify to the Company that the same has been done.
- 10.5 The Customer acknowledges and understands that the Software Phone Application includes encryption capabilities. The Customer shall ensure that End Users who use, intend to use, or intend to take the Software Phone Application outside the United Kingdom:
- a. comply with the relevant local country laws regarding the use of encryption software; and
  - b. do not take the Software Phone Application into any countries where it is prohibited under US export control laws (or similar), including but not limited to the US Export Administration Act and its associated regulations, to take software with encryption capabilities.

The Customer shall fully and effectively indemnify the Company from and against any loss, liability, damages, costs and expenses which the Company may incur as a consequence of an End User breaching the terms of this clause.

## 11. CONTENT

- 11.1 The Customer shall be solely responsible for the content and control of any and all communications transmitted using the Services. The Company shall have no responsibility or liability for any communications transmitted using the Services.
- 11.2 The Customer will ensure that End Users do not use the Services:
- a. to send offensive, indecent, menacing, nuisance or hoax messages or communications;
  - b. fraudulently or in connection with a criminal offence;
  - c. in breach of any instruction issued by the Telco which the Company has previously informed the Customer in writing;
  - d. to communicate or transmit any illegal or any defamatory statement(s);
  - e. in contravention of any legislation, laws, licence or third-party rights or in contravention of the Company's Acceptable Use Policy as may be amended from time to time.
- 11.3 The Customer will procure that all CLI:
- a. is transmitted to the Company in all respects as required for the supply of the Services (notwithstanding any service feature providing for the withholding of any part of the CLI from receivers of calls or other parties);
  - b. is lawfully allocated and authorised for use by the Customer and relevant End User;
  - c. originates from a lawful and authorised source and not from any third-party VoIP operator or any unlawful or unrecognised source;
  - d. is accurate, correct, complete and not misleading.
- 11.4 The Company reserves the right, without liability and with no obligation to give prior notice to the Customer, to immediately suspend the Services if it becomes aware of a breach of this clause. The Customer will fully and effectively indemnify the Company from and against all loss, liability, damages, costs and expenses which the Company may incur in relation to any breach by the Customer of its obligations.
- 11.5 The Customer acknowledges and agrees that the Company may from time to time intercept, record and/or monitor calls for the purposes of service quality control or resolving technical issues or in compliance with lawful requirements or requests. Any such monitoring and recording shall be subject to the Companies Privacy Terms.

## 12. THE FEES AND CHARGES

- 12.1 The Company shall charge, and the Customer shall pay:
- (a) the Setup Fee before the Service Commencement Date or within 21 days of the date of this Agreement which ever is the sooner;
  - (b) the Equipment Fee at the time specified in the Services Agreement;
  - (c) the Service Fee monthly in advance by Direct Debit;

- (d) the Usage Charges monthly by Direct Debit;
- (e) the Customer Infrastructure Support Fee monthly in advance by Direct Debit; and
- (f) any other charges that may become payable by the Customer under this Agreement within 14 days of receipt of invoice.

- 12.2 The time of payment of the fees and charges shall be of the essence of this Agreement.
- 12.3 The fees and charges payable under this Agreement are exclusive of any applicable Value Added Tax or other sales or excise duty payable from time to time which the Customer shall be additionally liable to pay to the Company.
- 12.4 The Company shall be entitled to vary the Service Fee, the Customer Infrastructure Support Fee or the Voice Tariff Rates and shall where practical give 30 prior days written notice of an increase to the Customer.
- 12.5 Upon receipt of any notice of increase in the Service Fee, the Customer Infrastructure Support Fee and/or Voice Tariff Rates, issued by the Company the Customer shall be entitled to terminate the Agreement by giving 60 days notice in writing to the Company, provided that such notice may only be given within 30 days of receipt of a notice of increase in the fee.
- 12.6 The Company shall be entitled to increase the Service Fee on 21 days prior written notice to the Customer in the event that there is an increase in the rental charge, or similar, payable by the Company to the Telco for any of the Communication Lines. Any such increase shall be in proportion to and shall reflect the increase in the rental charge, or similar, payable by the Company to the Telco for the Communication Lines.
- 12.7 The Usage Charges shall be calculated in accordance with the current Voice Tariff Rates in force at the time the call was made. The Usage Charges shall be detailed on the monthly invoice on an itemised basis. The Customer acknowledges and accepts that the Customer shall be liable for all Usage Charges incurred using the Services.
- 12.8 Each Usage Charge invoice shall be deemed to have been accepted by the Customer unless the Customer gives written notice identifying the disputed call charges within 7 days of receipt of the invoice. In such circumstances:
- 12.8.1 the Customer shall pay the undisputed proportion of the invoice by the relevant due date; and
  - 12.8.2 the parties shall use reasonable endeavours to resolve the disputed call charges as soon as reasonably practical and in any event within 5 days of the notice of disputed call charges.
- 12.9 The Company reserves the right to vary the Voice Tariff Rates in the event that the telecommunications company being used by the Company for the purposes of forward transmission of voice calls increases the call tariff rates payable by the Company. Any increase to the Voice Tariff Rates shall reflect the increase in the call tariff charges imposed by the Telco and payable by the Company. The current Voice Tariff Rates will be available at the Communications Solutions UK Ltd Website
- 12.10 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 12.10.1 suspend the provision of the Services to the Customer;
  - 12.10.2 appropriate any payment by the Customer to any debt due from the Customer to the Company however long-standing as the Company may in its absolute discretion think fit notwithstanding any purported appropriation by the Customer;
  - 12.10.3 charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 2% per calendar month (compounding monthly).
- 12.11 For the recurring fees and charges the customer will be expected to setup a direct debit instruction with their bank. Should the customer elect not to do so, or if once set up it is cancelled or if a Direct Debit transfer fails, the Company will be entitled to a deposit payment equivalent to three months recurring fees. The deposit may be used in the event of customer default, or as described above, and will otherwise be returned at the end of the agreed term.
- 12.12 Any notice of variation to the Service Fee, Customer Infrastructure Support Fee and/or Voice Tariff Rates to be issued shall be emailed to the Customer's Nominated Representative and to such other Customer email address(es) as the Customer shall notify to the Company in writing from time to time. For the avoidance of doubt, transmission of such email to the relevant Customer email address(es) shall be deemed to be valid service of written notice for the purposes of this clause.

### 13. WARRANTY AND LIABILITY

- 13.1 The Company warrants that it shall exercise reasonable care and skill in performing the Services.
- 13.2 The Company warrants that it will use reasonable endeavours to ensure that the Services are provided in accordance with the terms of this Agreement but because the Services are provided by means of computer and public and private telecommunication systems the Company makes no warranties or representation that the Services will be error-free or uninterrupted.
- 13.3 The warranties and remedies given by the Company in respect to the Software, including but not limited to the Software Phone Application, are those which are given by the software licensor or owner of such software to the Company and are subject to any relevant limitations and exclusions imposed by such licensor or owner. The Company shall provide the Customer with details of such warranties and remedies on request.
- 13.4 The Company's maximum liability under this Agreement is limited in respect of any event or series of connected events to the total of all fees and charges paid by the Customer pursuant to this Agreement.



#### 14. VARIATIONS TO THE SERVICE

- 14.1 From time to time the Customer may request that a service variation, amendment or change be made to the Services by giving notice in writing to the Company (“a **Variation**”).
- 14.2 Upon receipt of a Variation, the Company shall as soon as reasonably practical inform the Customer in writing of the time period necessary to implement the Variation and the cost implications including any variation to the Service Fee and any one off implementation costs. For the avoidance of doubt, the Company may refuse to implement a Variation.
- 14.3 The Customer shall within 14 days of receipt of the Company's notice pursuant to clause 18.2 inform the Company in writing whether to proceed with the Variation.

#### 14.5 CHANGE OF SITE ADDRESS

In the event that the Customer intends to move the location of a Site then the Customer shall give the Company not less than 120 prior days written notice. The Company shall agree with the Customer the necessary actions required to provide the Service to the new location. For the avoidance of doubt, all costs and expenses incurred by the Company (including but not limited to engineering time and costs of moving the Communication Line) in relocating and providing the Services to the new office location shall be borne by the Customer.

- 14.6 The Customer acknowledges and accepts that in the event that the Company moves the location of a Site then due to the lead times associated with ordering a replacement Communication Line, the Company may not be able to provide an uninterrupted Service to End Users at the new office location.

#### 15. ADDITION OF END USERS

- 15.1 The number of End Users on the Service Commencement Date shall be the number set out in Services Agreement.
- 15.2 The Customer may at any time increase the number of End Users by giving the Company prior written notice in accordance with the Additional End User Procedure notified to the Customer from time to time. The Company shall procure any End User Handset(s) for the new End User(s) and shall perform such Setup activities, if any, to enable the new End User(s) to be able to use the Hosted Voice IP Service. The Service Fee will be increased accordingly with effect from the date that the Hosted Voice IP Service is provided to the additional End User(s).
- 15.3 In the event that the Customer wishes to increase the number of End Users in the last six months of the Term or the last six months of any subsequent annual period, then unless the Customer provides the Company with written confirmation that it will not terminate the Agreement on the next anniversary of the Service Commencement Date, the Company reserves the right to charge the Company an implementation service fee to increase the number of End Users. The said implementation service fee shall reflect the costs that will be incurred by the Company in providing the Services to the additional End Users less the total Service Fee that will be received in respect of the said additional End Users.
- 15.4 If the Customer wishes to terminate the provision of the Services to a Site and the Communication Line to the said Site has been installed for less than the Telco's minimum rental period then the Customer shall be liable to pay the Company the termination costs incurred by the Company from the Telco in terminating the said Communication Line.

#### 15.5 ADDITIONAL SITE(S) AND COMMUNICATION LINES

In the event that the Customer requires the Services to be provided to End Users at a new Customer site then the Customer shall provide the Company with written notice specifying the relevant address of the new site. Subject to the new site being located on the UK mainland, the Company shall then procure any communication line required from the Telco for the said new site. With effect from the date the new communication line is installed, the new site shall be deemed to be a Site and the new communication line shall be deemed to be a Communication Line. The Company shall ensure that on each occasion that a new communication line is installed the Customer is informed of the Telco's minimum rental period and early termination fee applicable to the said communication line.

- 15.6 On each occasion that the Company procures a new communication line, the Customer shall pay the Company a one-off installation charge. The installation charge shall be such sum that is equal to the installation charge incurred by the Company in procuring the new communication line from the Telco plus an administration charge. In addition, with effect from the date a new communication line is installed the Customer shall pay the Company an additional fee to be known as the New Site Communication Rental Fee. The said New Site Communication Rental Fee shall be payable quarterly in advance and shall be such sum that is equal to the line rental and any other ongoing charges incurred by the Company from the Telco for the additional communication line plus an administration charge. For the avoidance of doubt, the New Site Communication Rental Fee(s) shall be payable in addition to the Service Fee and the Usage Charges.
- 15.7 In the event that on termination of the Agreement a communication line has been installed for less than the Telco's minimum rental period, then the Customer shall be liable to pay the Company the termination costs incurred by the Company from the Telco in terminating the said communication line.

## 16. CUSTOMER OBLIGATIONS

- 16.1 In respect to each Service Fault reported to the Company, the Customer shall:
- (a) make available such information that the Company may reasonably require to affect a resolution; and
  - (b) ensure operating staff are available to demonstrate any Service Fault and to verify that the Service Fault has been satisfactorily resolved.
- 16.2 Except when agreed in writing by the Company, the Customer shall prevent anyone other than the Company's engineers or subcontractors to repair or attempt to repair the End User Handsets, the Site Infrastructure Equipment or any other equipment (including but not limited to Software) provided by the Company.
- 16.3 The Customer shall use its reasonable endeavours to provide the Company's employees or representatives with a safe place of work whilst on a Site complying in all respects with all applicable laws, rules and regulations governing health and safety at work and the protection of the environment.
- 16.4 The Customer shall make available to the Company such facilities at each Site as may be reasonably necessary to enable the Company to properly perform the Services. The Customer shall provide at its own cost the power required to operate the Site Infrastructure Equipment and other equipment necessary to provide the Services at each Site.
- 16.5 Except for any LAN Services to be provided by the Company the Customer shall provide and maintain local area network connectivity and cabling infrastructure at the Site necessary for the provision of the Services including but not limited to ensuring the LAN at each Site meets the LAN Technical Specification at all times. The Customer shall be responsible for the costs, management and maintenance of the said LAN and cabling infrastructure at each Site. For the avoidance of doubt, the Company shall not be responsible for any failure in the Services due to the failure of any local area network or cabling infrastructure at the Site including but not limited to a LAN at a Site not meeting the LAN Technical Specification.
- 16.6 The Customer shall be responsible for the provision of any back up power devices that the Customer deems necessary or appropriate for its business needs at each Site to enable the Services to operate in the event of a mains power failure.
- 16.7 The Customer shall ensure that the emergency contact information provided is accurate and up to date.
- 16.8 The Customer shall ensure that a PSTN telephone line from the Telco is available at each Site for the purposes of enabling the Communication Line to operate. The Customer shall be responsible for the installation and rental cost of the PSTN line.
- 16.9 The Customer shall be liable for any additional costs or expenses incurred by the Company in performing the Services due to the Customer's failure to perform any of its obligations set out in this Agreement.

**SCHEDULE 1**  
**THE SERVICE LEVELS**

**1. IP HOSTED NETWORK OPERATIONAL FAULTS**

**1.1 Cover Period**

24 hours a day, 7 days a week including Bank and Public Holidays

(Note: this excludes End User Handset Faults, Software Phone Application Faults and Communication Faults)

**1.2 Service Level Agreement**

The Service Levels and priorities for network faults are described in the document SipSynergy Service Level Agreement

**2. CUSTOMER SITE EQUIPMENT FAULTS**

Cover Period:

09.00 hours to 17.00 hours

Monday to Friday (excluding UK Bank and Public holidays). Working hours shall mean hours during the Cover Period and working days shall mean Monday to Friday excluding UK Bank and Public holidays.

Response Time:

Company engineer to respond to the Service Fault by telephone within 8 working hours of the Fault being logged.

Fix Time:

(i) 16 working hours after the response for faults to Site Infrastructure Equipment unless replacement is required, and  
(ii) three working days after the response for faults to End User Handsets

Note: Maintenance support will be provided remotely. In the event of a fault to a Company supplied End User Handset under warranty, the Customer will typically need to arrange to make a warranty claim.

Support and maintenance services will not be provided to any adaptor which for the purposes of this agreement are deemed to be consumable items. In the event of a fault or problem with an adaptor which requires any remedial work then the Company will recommend a replacement adaptor. The cost of such replacement adaptor will be chargeable to the Customer.

**3. SOFTWARE PHONE APPLICATION FAULTS**

Cover Period:

09.00 hours to 17.00 hours

Monday to Friday excluding UK Bank and Public holidays. Working hours shall mean hours during the Cover Period.

Software Response Time:

Company engineer to respond to the Service Fault by email within 4 working hours of the Fault being logged.

Software Fix Time:

target resolution time, 8 working hours from the time of the response.

Note: In the event of a fault to the Software Phone Application which cannot be easily rectified, the Company shall advise the End User to reload the Software Phone Application onto the End User device. The Company shall provide the End User with access to the Software Phone Application and shall provide reasonable technical assistance by email or telephone to enable the End User to reload the software. The Company will not be responsible for faults with the End User Computer. Where the Company believes a fault with the End User Computer is preventing the Software Phone from functioning, the Company shall notify the Customer, and it is the Customers responsibility to rectify the problem with the End User Computer.

**4. COMMUNICATION LINE FAULTS**

Cover Period:

09.00 hours to 17.30 hours, Monday to Friday excluding UK Bank and Public holidays. Working hours shall mean hours during the Cover Period and working day shall mean Monday to Friday excluding UK Bank and Public holidays.

Communications Response Time

Company engineer to respond to the Service Fault by email or telephone within 4 working hours of the Fault being logged.

Telco Target Fix Time

varies by Telco, please check with your account manager

**SCHEDULE 2**

**THE LAN TECHNICAL SPECIFICATION**

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- The Customer's LAN must be configured to support the IEE 802.1p standards for traffic prioritisation. The Customer's LAN should support 802.1q trunking. 802.1p provides Quality of Service suitable for prioritising voice RTP (Real Time Protocol) and voice signalling over other forms of data;
- The Customer's router must be capable of supporting the RFC (Request For Comments) 2474 Differentiating Services (DiffServ);
- The network performance criteria of the LAN are:
  - Packet delay of not more than 50 mS between endpoints
  - Packet jitter of not more than 20 mS
  - Packet loss of less than 0.2%
  - The speed of the LAN to the Customer's desktop computers should be no less than 100 mb/s.

Where:

For these purposes, "**Packet Delay**" shall be defined as the interval time of a voice packet sent from the originating LAN port to be delivered to the terminating LAN port.

For these purposes, "**Jitter**" shall be defined as the variation in the time between packets arriving caused by timing drift or route changes.

For these purposes, "**Packet Loss**" shall be defined as:

$$\frac{100 - (\text{Number of IP packets delivered} \times 100)}{\text{Number of packets sent for delivery}}$$

- The Customer must ensure that the LAN equipment is capable of supplying inline power to the phones or for ensuring spare power sockets are available for all IP Phone locations; and
- The Customer's LAN switches must be capable of supporting multiple VLANs.