

SCHEDULE 3.12 OPERATOR CONNECT SERVICE

1. APPLICATION

- 1.1 This Schedule contains a description of the Microsoft Teams Operator Connect (“Service”) and forms part of this Agreement for the provision of Service together with the **General Conditions** and other documents listed at clause 1.4 of the **General Conditions**.
- 1.2 Definitions and interpretations that are specific to this Schedule are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the Agreement.

2. SERVICE DESCRIPTION

- 2.1 The Supplier shall provide the Customer with the ability to enable PSTN calling and additional call control features for Microsoft Teams, providing VOIP connectivity for the Phone System. The Phone System allows inbound and outbound telephony through the Customer’s Network for termination of both national and international destinations.
- 2.2 The Service provides SIP signalling as a method for the End User to inter-connect with the Customer’s VoIP network supporting calls to/from the PSTN. The following types of calls will be supported across this interface:
- 2.2.1 voice calls to geographical numbers (01, 02)
 - 2.2.2 voice calls to premium numbers UK (09) and international.
 - 2.2.3 voice calls to from mobile destinations (07);
 - 2.2.4 voice calls to/from international destinations (00); and
 - 2.2.5 operator emergency, and non-emergency calls (100, 101, 111, 112, 116xxx, 118, 123, 1800x, 195, 999).
- 2.3 Access to the Service will be available via the Internet through the Teams Admin Centre offering the facility to natively control the provisioning and management of operators and numbers.
- 2.4 Unless otherwise stated in the Order, the Customer shall be responsible for the provision of the Internet Services necessary for the Supplier to deliver the Service. The Supplier shall not be responsible for any third-party internet access that the customer may choose to procure for purposes of enabling access to the Microsoft 365 network.

3 CUSTOMER OBLIGATIONS

- 3.1 The Customer is required to obtain and maintain the following components to enable the Microsoft Service:
- 3.1.1 Microsoft 365 or Office 365 licence;
 - 3.1.2 Microsoft Teams Phone System add-on or E5 license; and
 - 3.1.3 an Internet connection as per paragraph 2.3 above.
- 3.2 Unless otherwise stated in the Order, the Customer shall be responsible for the provision of Microsoft 365 licences necessary for the Supplier to deliver the Service.
- 3.3 Where the Supplier provides the Customer with Microsoft 365 licences they are provided in accordance with **Schedule 3.6(A) Online Services**.
- 3.4 By providing access to the Supplier and the third-party users using the Teams Admin Centre, the Customer is thereby giving consent for the Supplier to exchange data with Microsoft. If no consent is provided, then fulfilment of the order is deferred.
- 3.5 The Supplier does not provide a mechanism for requesting the initial setup of the Operator within the Microsoft Tenant. The Customer must do this separately, via the Customer’s account manager or 365 Admin Portal. To enable the service the Customer must make changes to the Team’s Admin Centre to facilitate the service.
- 3.6 The Customer is responsible for the allocation of numbers and services to the End User within the guidelines and regulations

of Ofcom and PhonepayPlus. The Customer must upload and assign those numbers to their End users. Unless the Customer purchases Support services or Professional services from the Supplier, then this will remain as the Customers responsibility. The Service will not function unless those steps are taken by the Customer.

4. SERVICE CONDITIONS

MS OPERATOR CONNECT

- 4.1 Microsoft Operator Connect Service is a solution available to Microsoft 365 customers who wish to use their preferred voice carrier to enable their users to make and receive PSTN calls in Microsoft Teams. The Supplier operates a cloud model, whereby Microsoft certified session border controllers are deployed as a bespoke architecture with the Supplier’s network, for interconnection to Microsoft Teams for PSTN breakout.
- 4.2 Phone System is the feature description used by Microsoft as the PBX replacement or voice component of Microsoft Teams, which allows internal (within Microsoft Teams) and external (PSTN) voice calls and a range of call control features.
- 4.3 The following features can be supported by the Service:
- 4.3.1 Calling Line Presentation (CLIP)
 - 4.3.2 Calling Line Restriction (CLIR)
 - 4.3.3 Call Hold, Transfer & Conferencing
 - 4.3.4 Emergency Call Divert
 - 4.3.5 Fraud Alert
 - 4.3.6 CLI Flexibility
 - 4.3.7 Call Admission Control
 - 4.3.8 Call Barring
 - 4.3.9 DTMF Support
 - 4.3.10 Emergency, Non-Emergency and other short code calls
- 4.4 PSTN calls in Teams are calls in which the two parties to the call are not users in the same Microsoft 365 tenant or users in two tenants federated with each other and will be routed via the Microsoft Operator Connect Service.
- 4.5 On-net calls in Teams are calls in which the two parties to the call are users in the same Microsoft 365 or in two tenants federated with each other and will not be routed via the Microsoft Operator Connect Service.

ARCHITECTURE

- 4.6 Microsoft Operator Connect provides the Customer with a resilient solution, offering two geographically diverse networks, each hosted in separate co-locations space, and connected with an existing Point of Presence and traffic is load- shared across the two diverse sites.
- 4.7 Each of the two resilient connections are defined by several session border controls, interfacing on the public side to the Microsoft Teams (in Azure), which has multiple connections of its own for resilience.
- 4.8 The elements of the architecture are described below:

MICROSOFT CERTIFIED SBC’S

- 4.8.1 Cloud deployment model for Microsoft Operator Connect Service requires Microsoft certified session border controllers into the Supplier’s network.

CUSTOMER SBC’S

SCHEDULE 3.12 OPERATOR CONNECT SERVICE

- 4.8.2 Each service to the Customer will be terminated on a PSTN connected session border controller, to enable the Supplier to provision and manage the Service via its portal and PSTN calling.

NETWORK RESILIENCE MODEL

- 4.8.3 Distributed Microsoft certified SBC clusters are deployed on the network, for geographic resilience, and for load-balancing traffic, on both the public and private sides of the interface between the hosted infrastructure and Microsoft 365.
- 4.8.4 The SBC's will be connected to geographically distributed, load-balanced SBC clusters in the hosted core network, for SIP connectivity and PSTN breakout.

SIGNALLING AND MEDIA

- 4.8.5 Signalling and Media is routed towards the service in three ways;
- 4.8.6 For Teams users who are part of a corporate network, media and signalling are routed over any links internal to the corporate network before being routed to the Internet Access provided.
- 4.8.7 For Teams' users who part of a corporate network, their traffic will be routed to the Internet Access provider.
- 4.8.8 For Teams' users who use the Supplier as their Internet Provider, any applicable minimum bandwidth guarantee for Broadband Services will be stated within the applicable **Schedule 3**.

DEMARICATION OF RESPONSIBILITIES

- 4.9 Unless specified otherwise in the Order, the Supplier will provide the underlying infrastructure used to convey calls between the PSTN and the Microsoft 365 network. The Supplier has no responsibility for the assets that form part of the Customers Operator connect. The Supplier and its Third-Party Suppliers are not responsible for the assets which form part of the Customers Operator Connect service, but which are not supplied by the Supplier or under the Third-Party Suppliers' control ("**Service Support Boundary**").

EXCEPTIONS

- 4.10 The Supplier does not support video calling using the PTSN, from the Microsoft Teams environment. Microsoft Teams has a video calling facility that operates separately to any traffic traversing on the Third-Party Supplier Network.

EMERGENCY CALLS

- 4.11 UK calls to the Emergency Services is handled by an Emergency Handling Centre ("**EHC**"). All calls are forwarded to the Emergency Authority ("**EA**") where there is an emergency.
- 4.12 The Supplier cannot support the hosting of EA geographic number there is no standardised way in the UK to forward emergency calls from the EHC to the EA in the SIP signalling system.
- 4.13 The Supplier does not support or accept any diallers and we reserve the right to remove any diallers.
- 4.14 The Supplier considers acceptable traffic to have an Average Call Hold Time ("**ACHT**") of greater than 50 seconds and an Answer Seize Ratio ("**ASR**") of greater than 60%.

5. SERVICE CHARACTERISTICS

ENDPOINTS

- 5.1 An Endpoint represents the interface for a Microsoft Phone System Tenant.

NUMBER PRESENTATION

- 5.2 An Endpoint represents the interface for a Microsoft Teams Phone System.
- 5.3 It is a requirement of the Microsoft Operator Connect Service that the calling party ("**A-Number**") be validated to confirm the format and ensure that the number is owned by the Supplier, so that emergency services have an accurate record of the calling customer.
- 5.4 The Customer is responsible for supplying both A-Numbers and B-Numbers in a valid format, not containing alpha characters, spaces, hyphens, full stops, etc.
- 5.5 Only numbers allocated to the Endpoint should be used to make outbound calls by End Users to ensure that in the event that an End User makes a call to the Emergency Services, the number they present is associated with a valid and current address in the records held against that number by the Emergency Services. It is the responsibility of the Customer to ensure that the address information for all numbers allocated to the Endpoint remains current.
- 5.6 There is three options available for CLI presentation with operator Connect Services.
- 5.6.1 User DDI
- 5.6.2 Number Withheld
- 5.6.3 Resource Account DDI

EXCEPTION

- 5.7 This may be different where the customer has opted to take CLI flexibility as part of their Operator Connect Service.
- 5.8 Non-Geographic Numbers specifically 03 and 08, are supported with the Microsoft Operator Connect Service. These numbers can be terminated on an Endpoint in the same way as a standard geographical number.
- 5.9 For security reasons the Supplier shall set limits for the maximum calls per second (CPS). Limits will default to five (5) CPS. Any request to increase this level will be considered in line with the Supplier's process. If this constraint is reached the Supplier will log and reject calls.
- 5.10 In any given event if the Customer goes beyond eight hours on the call the Supplier shall terminate the call as per its usage limit.

6. CALL MANAGEMENT FEATURES

FRAUD MANAGEMENT

- 6.1 The Fraud Management System ("**FMS**") feature allows the Customer to protect itself from Fraudulent Activity from Endpoints that have fallen victim to hacking or excessive unauthorised call spends. Unless the Customer requests otherwise, the Supplier will pre-set default individual call limits based on estimated usage against specific Endpoints and have automatic barring invoked if these thresholds are breached.
- 6.2 The following features are provided as part of the MS Operator Connect through the SIP Trunk Call Manager service, and once configured by the Supplier, can be managed online by the Customer through the control panel.
- 6.3 SIP Trunk Call Manager and associated features are configured directly by the Supplier through a secure (SSL certified) control panel accessed using a unique username and password.

SCHEDULE 3.12 OPERATOR CONNECT SERVICE

6.4 Access to the Point my Number system within <https://chessict.siptrunkcallmanager.co.uk> is provided to the Customer on a per login basis and it is possible to create additional End User logins and define user permissions through the admin tab on SIP Trunk Call Manager, which is visible to the Customer.

6.5 The “Point my Number” is the tab where the Customer can build, validate and activate call plans for specific call routing needs. They can download to a .csv report, a list of numbers within the account and their associated terminating numbers. The tab also allows for the creation and download of the custom field feature that is part of the Advanced Statistics package.

6.6 If the Customer has access to and uses the SIP Trunk Call Manager portal to make changes and they require assistance or such changes fail, the Supplier shall be entitled to charge the Customer for time spent to assist the Customer.

DESTINATION CONTROL

6.7 The Customer can change the termination number to which their inbound calls are routed. Termination numbers must be UK mobile or fixed line destination numbers. International destinations are only available following regulatory approval.

DAYS OF WEEK ROUTING

6.8 The Customer can set up specific call routing to be applied according to the day of the week from Monday to Sunday.

TIME CONTROL

6.9 The Customer can set up specific call routing according to the time of day. Time zones are entered with reference to the twenty four hour clock and calls will be routed up until the final minute of the time zone.

DIVERT CONTROL

6.10 The Customer can divert calls according to no answer, busy or on failover on primary destination number and the Supplier network will detect when the preferred line is busy and re-route the call to the divert destination accordingly.

6.11 Divert on no answer will take effect according to the predefined settings selected on the divert node in Point my Number from a choice of 5, 10, 20, 30, 40, 50 or 60 seconds. This selection determines the time in seconds that the call is left ringing, before returning the call routing logic to the Supplier's network. A divert failover may be used to predefine required call routing should the preferred destination be unavailable due to a fault such as a line fault or a Microsoft Teams fault.

DATE CONTROL

6.12 Date control nodes are used to define routing for calls made within a particular date range. Date ranges are entered into the system by the End User using the calendar tool provided.

CALL QUEUING

6.13 The call queue control is used to establish a network-based call queue within a call routing plan. If calls are presented to the failover destination it will trigger the “Divert on Failover option.”

VOICEMAIL

6.14 The Customer can create a call plan which may terminate on a voicemail node. A personalised voicemail prompt may be recorded by the user in the announcements page, or a system default message may be utilised. All voicemails are

stored online, and it is the customers responsibility to manage housekeeping with regard to deleting stored voicemails. Each voicemail will be deleted automatically after six months, and once deleted, files cannot be retrieved.

ADVANCED STATISTICS

6.15 Online advanced statistics available to the End User after login at <https://chessict.siptrunkcallmanager.co.uk> display inbound call data for all inbound numbers active on the End User inbound account. Data is available in a target lead time of real time plus five (5) minutes and historical data can be displayed from a six (6) month archive. Additionally, an authorised user can create custom search criteria by adding custom fields via the “Point my Number” screen. The End User can search for results based on call outcomes, date/time stamp, by caller's telephone number and on an individual or all numbers basis. Results can be downloaded by the End User in .csv format.

6.16 End Users can also create custom fields via the “Point my Number” page, allowing them to store bespoke data against each DDI i.e. First and last name, department, cost code, etc. Data can be bulk downloaded and uploaded using .csv format.

ALIASING

6.17 The End User can share the behaviour of one inbound number with another inbound number. Using the aliasing feature the call plan needs to be updated once and it will be reflected across all the aliases. Aliasing eliminates the need to create two or more identical call plans when all that is required is a new callable inbound number. **DDI APP**

6.18 End User login is granted access to call plan routing changes via a handheld smartphone/device application. Upon successful download from the relevant app store, the Customer is able to log in to access a subset of SIP Trunk Call Manager functionality as available at <https://chessict.siptrunkcallmanager.co.uk>. The Customer has access to key components on inbound call routing for numbers provisioned on this service and in accordance with their user permissions. Functionality includes ability to route calls to an alternative destination number/voicemail/divert calls/invoke pre-configured call plan. Key reporting statistics are also available including performance graphs and call history.

REPORTS

6.19 The End User will see a “Reports” tab on their <https://chessict.siptrunkcallmanager.co.uk> account. The End User can sign up for daily, weekly or monthly emails containing either a .csv file with the high level statistics for each number within the account. Up to three (3) email addresses can be designated to receive the emailed reports.

ON-NET LOGIC

6.20 The below outlines how SIP Trunk Call Manager treats an inbound call, from a billing perspective, when assigned to a call plan.

6.20.1 Inbound call terminated to SIP = free of charge

6.20.2 Inbound call terminated to call control function and then to an on-net number (number associated with Endpoint) = free of charge

6.20.3 Inbound call diverted to an on-net number (number associated with Endpoint) = free of charge

6.20.4 Inbound call diverted to an off-net number (thirdparty Endpoint, ISDN, mobile, NGN etc) = changeable, in relation to associated rate card.

NUMBERING

6.20.5 SIP Trunk Call Manager must be ordered in conjunction with at least one Operator Connect endpoint and number

SCHEDULE 3.12 OPERATOR CONNECT SERVICE

- per End User logon. The number must be live on the Operator Connect Endpoint. The customer can choose to upgrade from existing Operator Connects endpoints
- NUMBER AVAILABILITY**
- 6.21 The Service can be ordered with a new number from the following ranges, 0845, 0844, 0871, 0870, 0800/0808, 03XX, 01/02.
- DIRECTORY ENQUIRY REGISTRATION**
- 6.22 All inbound numbers can be registered with the BT directory enquires service by the Supplier if requested by the Customer at time of the Order.
- CALL TERMINATION**
- 6.23 All numbers provisioned must terminate to a valid destination from the following options:
- 6.23.1 UK fixed line geographic number (01 or 02)
- 6.23.2 UK 03, 080x, 050x number
- 6.23.3 UK mobile number (please note that international roaming may affect the service)
- 6.23.4 International number (on request and at discretion of the Supplier)
- 6.23.5 An 084 or 087 number (on request and at discretion of the Supplier)
- 6.23.6 SIP Trunk Call Manager system announcement (where applicable)
- 6.23.7 SIP Trunk Call Manager system announcement (where applicable)
- 6.24 The destination numbers are not guaranteed to work in conjunction with the service; international destinations/roaming (international) mobiles/IP destinations/destinations associated with a fax machine/data. All 01 and 02 inbound termination are inclusive with the rental fees, only new 03 traffic will qualify as being inclusive.
- CALL BARRING**
- 6.25 By default, SIP Trunk Call Manager will have strengthened call barring settings. These settings have been aligned to those traditionally put in place on PBX systems that control and extension diversion rights – i.e. only diverts to 01, 02, 03 or 080x will be permitted. The SIP Trunk Call Manager account administrator will have the ability to soften the call barring in place by assigning the appropriate right to an End User via the SIP Trunk Call Manager GUI.
- 6.26 It is not permitted to have weaker call barring settings on the SIP Trunk Call Manager service than those set against the Endpoint itself – i.e. if you bar calls to 01 or 02 destinations against the Endpoint then these settings will flow through to the SIP Trunk Call Manager service. However, if an End User attempts to make a change that results in validated or active call plan having a prohibited destination then these call plans will need to be aligned to the change before the change can be implemented. The portal will indicate which numbers have the conflicting call plans for ease of rectification.
- SYSTEM ANNOUNCEMENTS**
- 6.27 End Users with appropriate permissions can pre-record personalised system announcements by mp3/wav file upload on the Announcement page. The customers file should not exceed 20Mb in size.
- 7. CHARGES AND PAYMENT**
- 7.1 This paragraph 7 is supplemental to clause 6 of the **General Conditions** and if this paragraph 8 expressly conflicts with clause 6 of the **General Conditions**, this paragraph shall take precedence.
- 7.2 The Supplier shall invoice the Customer for the Charges in respect of the Service set out in paragraph 7.3, in the amounts as specified in the Order and as varied pursuant to this Agreement.
- 7.3 Unless stated otherwise in an applicable Order, the Supplier shall invoice the Customer for the following:
- 7.3.1 connection and Installation Charges, on or after the date of Connection for any work carried out;
- 7.3.2 recurring Charges, except Usage Charges, monthly in advance;
- 7.3.3 usage Charges, monthly in arrears, calculated at the then current Tariffs;
- 7.3.4 any Charges for Hardware and/or Software, which shall apply from the date of delivery; and,
- 7.3.5 any Termination Charges upon termination of the Service for any period where the Service is provided for less than a month, the Recurring Charges will be calculated on a daily basis.
- 7.4 Recurring Charges are invoiced monthly in advance, with the first invoice to include for a period which shall commence on the date of Connection and up to the end of the first full month following the month in which the Connection occurred.
- 7.5 The Supplier may also invoice for the following Charges in addition to those set out in the Order:
- 7.5.1 investigating a Service Fault where no Service Fault is found or is caused by something which the Supplier is not responsible for under this Agreement;
- 7.5.2 commissioning the Service, including but not limited to the configuration of the Customer's tenant in Microsoft 365 and creation of the Customer's Tenant Sub-Domain;
- 7.5.3 restoring the Service if the Service has been suspended in accordance with clause 7 of the General Conditions;
- 7.5.4 cancelling the Service in accordance with clause 8 of the General Conditions;
- 7.5.5 any other charges set out in the Order or the Tariffs or as otherwise agreed, including but not limited to charges for (i) providing paper invoices, (ii) late payment fees, (iii) dishonoured payments and (iv) payment processing fees.
- 7.7 Any increase to the quantity of User Subscriptions shall be applied from the date of such increase, with the billing from the first day of the month immediately following the change.
- 7.8 Charges for Calls made by the Endpoint are invoiced monthly in arrears.
- 7.9 All Charges payable to the Supplier for traffic routed via the Endpoint to be used with the Service shall be paid in full by the Customer by the due date, notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use and whether or not they derive from installation and access arrangements which have been authorised by the Supplier.

SCHEDULE 3.12 OPERATOR CONNECT SERVICE

8. TERMINATION

- 8.1 This paragraph 8 is supplemental to Clause 2 and 8 of the General Conditions and in the event that this paragraph 8 conflicts with Clause 2 and 8 of the General Conditions, this paragraph shall take precedence.
- 8.2 Where a Customer is a Microenterprise or Small Enterprise Customer or Non-for-profit Customer, upon expiry of the Minimum Term, the Minimum Term will not automatically renew pursuant to clause 2.1 of the General Conditions, the Agreement shall continue until such time that the Customer provides thirty (30) days' notice to terminate the Agreement. Use of the Service following expiry of the Minimum Term will be subject to the Supplier's standard published Tariffs.
- 8.3 Where a Customer is a Microenterprise or Small Enterprise Customer or Non-for-profit Customer, they shall have the additional right to terminate the Agreement in the following circumstances:
 - 8.3.1 by giving the Supplier notice within thirty (30) days of the date that notice from the Supplier of proposed amendments to the Charges in accordance with clause 6.10 and/or 16.1 of the General Conditions is received and where such changes are likely to cause material detriment to the Customer; or
 - 8.3.2 within the Transfer Period.
- For the avoidance of doubt, the Customer shall not have a right to terminate the Agreement pursuant to clause 8.3.1 where the Supplier varies the Charges pursuant to paragraph 14.1 and/or 14.2
- 8.4 Where the Supplier provides notice of proposed amendments to the Charges and/or the Agreement pursuant to clause 6.10 and/or 16.1 of the General Conditions and the Customer does not provide notice to terminate within thirty (30) days in accordance with paragraph 8.3.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 8.3.1. The Customer's continued use of the Services shall be deemed acceptance if such changes.
- 8.5 If a Customer terminates the Agreement pursuant to paragraph 8.2 or 8.3 above, the Customer shall not be liable for any Termination Charges.
- 8.6 Notwithstanding paragraph 8.5, the Customer shall be liable to pay Termination Charges to the Supplier in accordance with clause 8.7 of the General Conditions, where the Agreement is terminated within the Minimum Term or any Successive Term.

9. SERVICE CARE LEVELS

- 9.1 The Supplier shall use reasonable endeavours to repair a Service Fault in accordance with the Service Care Level stated on the Order and as detailed in **Schedule 4.1 (Fault Management Connectivity)**. In the event of conflict between this paragraph 9 and Schedule 4.1, this paragraph 9 shall take precedence.

SERVICE AVAILABILITY

- 9.2 The Supplier does not guarantee that the Service will be continuously available or free from service failures, however the Supplier makes certain commitments as to the Service as set forth in paragraphs 9.3 through to 9.7 below.
- 9.3 The Supplier shall use all reasonable endeavours to ensure that Service Availability is as follows:

Availability Measurement Period: 1 calendar month

		Core (1)	Non-Core (2)
Microsoft Teams Connect Endpoint	Operator	99.99%	99.95%

- 9.4 Core functions are defined as switching infrastructure, transmission equipment and core network, the service that supports call routing and termination.
- 9.5 Non-Core functions include the Supplier's support systems, access to the portal, and feature based services such as Call Divert.
- 9.6 Service Availability is calculated as follows:
 Total number of minutes in the measurement period – unplanned downtime x 100

 Total number of minutes in the measurement period
- 9.7 If the Service is partially available the Unplanned Downtime shall be calculated in equal proportion i.e., if the Service is 50% available then the unplanned downtime will be calculated as 50% x elapsed period of the incident.

10. ADDITIONAL SUPPORT SERVICES

- 10.1 Where specified in the Order, the Supplier will provide the Customer with Additional Support Services as detailed in **Schedule 4.1 (Fault Management Connectivity)** in relation to Service Faults which relate any customisation or configuration of the Service undertaken by the Supplier by way of Professional Services provided upon implementation.
- 10.2 For the Supplier to provide Additional Support Services in accordance with Schedule 4.1 (**Fault Management Connectivity**), the Supplier must be granted access to the Customer Tenant with Global Administrative Permissions. Where the Supplier does not provide the Customer with Microsoft 365 licenses, the access can be granted at the time the Customer reports the Service Fault and then revoked once resolved. In such circumstances, the Service Fault Targets will be calculated from the time that access has been granted and communicated to the Supplier.

11. CUSTOMER DATA

- 11.1 Following cancellation of a Product or termination of the Agreement, the Customer shall have a period of ninety (90) days in which to migrate Customer Data. However, where the Service or part thereof is suspended by the Supplier and subsequently terminated, the Customer agrees that the Supplier may delete the Customer Data immediately.
- 11.2 Under no circumstances shall the Supplier be liable for any loss or damage to Customer Data. The Customer accepts the responsibility for backing up Customer Data and shall ensure that the Customer's processes in this respect are adequate.

12. INTELLECTUAL PROPERTY

- 12.1 Except for any Use Rights applicable to the Service as expressly granted under the Agreement, the Customer shall

SCHEDULE 3.12 OPERATOR CONNECT SERVICE

not acquire in any way, any title, rights of ownership, or Intellectual Property Rights whatever nature in the Service or in any copies of it and no Intellectual Property Rights of either party are transferred or licensed as a result of the Agreement.

13. PROFESSIONAL SERVICES

13.1 Where the Customer purchases Professional Services, the performance of those Professional Services will be subject to terms and conditions in **Schedule 4.2 (Professional Services)**.

14. CHANGES

PERMITTED CHANGES

14.1 Save for where the Supplier has expressly agreed otherwise in writing, the Supplier shall be entitled to make the following variations to Charges:

14.1.1 in each calendar year, an increase to any and all Charges by a percentage equal to: i) the Retail Price Index ("RPI") rate figure published by the Office of National Statistics in January of that year (ignoring any negative figures), plus ii) 3.9%. The increase will be rounded to the nearest whole pence. If the RPI figure is negative, the Supplier will only increase charges by 3.9%. If the RPI Rate is not published for the given month, the Supplier may use a substituted index or index figure published by that office for that month;

14.1.2 for any Additional or Ancillary Services that do not form part of the main Service the Supplier shall be entitled to increase the Charges for these Services; and

14.1.3 where such changes are directly imposed or caused by the Applicable Law the Supplier shall be entitled to increase all or any relevant Charges.

14.2 The Supplier shall be entitled to make the following variations to provisions of the Services in accordance with the terms of this Agreement:

14.2.1 in the event of a Service being discontinued or no longer exists (including decommissioning of legacy services), the Supplier shall be entitled to move the Customer to a Service which is a better or equivalent service. A better or equivalent service shall be a service offering materially the same or better features as the features of the Service used by the Customer within the 6-month period prior to the transfer of the original Service to the new Service in the opinion of the Supplier acting reasonably;

14.2.1 variations triggered by technology developments including replacement of certain technologies, networks, hardware, software, applications, platforms, systems or processes or other similar features as well as changes to terms of supply offered by Third-Party Supplier or instructions provided by them where such changes result in offering equivalent or better experience (in the Supplier's reasonable opinion) to the Customer;

14.2.3 variations that are of genuinely administrative or technical nature and have no negative impact on the Customer in relation to the Services that they use under the Agreement including changing the terms of the Agreement to make it clearer or easier to understand or to update the Agreement from time to

time so all customers are on the same conditions, or any other similar changes;

14.2.4 variations that are directly imposed or caused by the Applicable Law;

14.2.5 variations that are made at the request of the Customer;

14.2.6 variations that are clearly to the benefit of the Customer in terms of improving Service quality, the scope of Services or any other additional feature of Service provided for the same or lower Charge; and

14.2.7 place limits on use of Services, for example if you have committed an illegal act while using the Services, where the Supplier has the right to make such change under the AUP or any Applicable Law.

OTHER CHANGES

14.3 The Supplier may also make changes to this Agreement, Services or Charges at any time in order to:

14.3.1 change the structure of the Services, charges or Equipment, for example, by changing the component parts of a Service;

14.3.2 change the Services, Charges or Equipment to maintain or improve the quality of the Service, or introduce a new Service;

14.3.3 change the amount payable for part of the Services, including without limitation additional services, for example where the Supplier has to pay a Third-Party Supplier increased charges for use of their infrastructure or services above the limit stipulated in paragraph 14.1;

14.3.4 remove and/or replace some or all of the Equipment;

14.3.5 place limits on use of the Services (without prejudice to paragraph 14.3.7);

14.3.6 stop providing all or part of the Services, for example, if the Supplier cannot continue to provide a part of the Service at an address;

14.3.7 replace all or part of the Services with an alternative Service which is not equivalent to, or better than, the Services Customer originally purchased ("**Original Services**") where the Original Services have been discontinued, decommissioned or are no longer available (without prejudice to paragraph 14.2.1); or

14.3.8 the Supplier may change the Agreement, Services or Charges for a reason other than those specified in paragraph 14.1 to 14.3 (inclusive).

14.4 If a change to Charges under paragraph 14.3 constitutes an increase to the Customer's overall monthly invoice in any remaining month of the Minimum Term, the Customer may terminate the affected Service or the affected part of this Agreement by giving written notice, within 30 days of being notified of the change, such notice to be effective only if the Supplier cannot resolve the concern to the Customer's reasonable satisfaction within 30 days of receipt of termination notice.

14.5 If a change under paragraph 14.3 has a negative impact on the Customer's use of the Service (in the Supplier's reasonable opinion) under the Agreement, the Customer may terminate the affected Service (or any Bundle, where applicable), Service Element or part of the Agreement by giving written notice to the Supplier, within 30 days of being notified of the change, such notice to be effective only if the Supplier cannot resolve the

SCHEDULE 3.12 OPERATOR CONNECT SERVICE

concern to the Customer's reasonable satisfaction within 30 days of receipt of Customer's termination notice. The Customer shall not be required to pay any Charges except for (i) any Charges payable up to the termination, and (ii) any remaining Charges or payments related to any Equipment that the Customer decides to retain.

NOTICE OF CHANGE

- 14.6 Where the Supplier is making changes to Services under paragraph 14.1 or 14.2 (together, "**Permitted Changes**"), the Supplier shall not be obliged to provide Customer with any notice but will make reasonable efforts to do so. For the avoidance of doubt, Customer shall not be entitled to terminate the Agreement without paying Termination Charges if the Supplier exercises its right to make one or more Permitted Changes.
- 14.7 Where the Supplier is making a change to the Agreement, Services or Charges under paragraph 14.3, and such change results in the Customer having a right to terminate pursuant to paragraph 14.4 or 14.5, the Supplier shall provide Customer with as much advance notice of the change as practicable, but in any event, no less than 30 days' notice prior to implementing the change (unless prevented from doing so because of Applicable Law, court order or any competent statutory or supervisory authority).
- 14.8 The Supplier will provide notice to the Customer pursuant to paragraph 14.6 and/or 14.7 by email, on the Customer's invoice, the Chess Customer Portal and/or on its website www.chessICT.co.uk.
- 14.9 Where the Customer does not provide notice of cancellation within the 30-day period detailed at clause 14.4 or 14.5 and the Customer continues to use the Services, the Customer will be deemed to have accepted the change to the Services and/or the Agreement.

ANNEX 1 -DEFINITIONS

A-Number means the number presented by the calling party on outbound calls;

ACHT means average call hold time

Call means a signal, message or communication that is silent, spoken or visual;

CLI means calling line identity;

CPS means calls per second. The maximum number of new call attempts per second;

Customer Data means all data, including text, sound, video, or image files, and software, that are provided to the Supplier and/or Microsoft by, or on behalf of, the Customer through use of the Microsoft Operator Connect Service.

Customer Tenant means a unique identifier allocated by Microsoft to the Customer in relation to its Microsoft 365 License

End Users means anyone permitted by the Customer to use or access the Microsoft Operator Connect Service;

Endpoint means the unique reference given to the instance of the Microsoft Operator Connect Service and used to identify the Customer in the Supplier's Portal;

Emergency Authority is the local provider where by all the callers who ring the emergency services are forwarded to.

Emergency Handling Centre in handle all the emergency calls (999/112) in the UK.

Emergency Services Address Information means the address information pertaining to each End User, provided to the Supplier by the Customer and relayed by the Supplier to the Emergency Services so that they can ascertain the caller's address in the event of an emergency call failure;

General Conditions means the Supplier's standard terms and conditions for the provision of the Services as set forth on the Supplier's website at www.chessict.co.uk/legal and which form part of this Agreement;

Installation Charges means those Charges as set forth in the Order in relation to the installation of the Microsoft Operator Connect Service or any Customer Equipment, Hardware, Software or Ancillary Equipment as applicable;

Internet Connection means a connection to the global data network comprising interconnected networks using the TCP/IP protocol suite;

Microsoft 365 is a line of subscription services offered by Microsoft as part of the Microsoft Office product line. The brand encompasses plans that allow use of the Microsoft Office software suite over the life of the subscription, as well as cloud-based software as service products for business environments, such as hosted Exchange Server, Skype for Business Server, and SharePoint.

Microsoft Teams is the unified communications environment which Microsoft 365 uses to create and share content and communicate in multiple ways (e.g., messaging, chat, voice and video);

PBX means private branch exchange;

Phone System means the PBX replacement or voice component of Microsoft Teams, which allows internal (within Microsoft Teams) and external (PSTN) voice calls and a range of call control features;

Point of Presence means a location where dedicated core internet connectivity is located;

PSTN means public switched telephone network;

Recurring Charges means the Charges for the Microsoft Operator Connect or applicable part thereof, which is invoiced repeatedly in every billing period as set out in the Order;

Service means the Microsoft Operator Connect Service.

Service Availability means the ability of the Microsoft Operator Connect service to perform its required function over a stated period of time. It is reported as a percentage of time that the Microsoft Operator Connect service is available for use by the Customer within the agreed service hours;

Service Support Boundary means the Suppliers limits when providing the Microsoft Operator Connect service.

Service Care Levels means the repair options as set forth in paragraph 10 above;

Service Fault and Service Fault Targets have the meaning given to them in **Schedule 4.1 (Fault Management Connectivity)**;

SIP means session initiation protocol. A signalling protocol for internet conferencing, telephony, presence, events, notification and instant messaging;

SIP Call Trunk Manager means the online portal where number routing and management is undertaken;

Teams Admin Centre is the administrative centre within the Microsoft application.

Termination Charges means any compensatory charges payable by the Customer to the Supplier on termination of this Agreement in whole or part, in accordance with clause 8.7 of the General Conditions and as set out the Order, or if not specified, then an amount equal to 100% of the Recurring Charges for all remaining months of the Minimum Term, together with any waived one off charges and/or Installation Charges and an average of the Usage Charges invoiced by the Supplier over the previous six months;

Usage Charges means the Charges, if any for the Microsoft Operator Connect service or applicable part thereof that are calculated by multiplying the number of units (voice minutes) for the Microsoft Operator Connect service that the Customer has used or incurred in a billing period with the relevant Tariff, which are made outside of or which exceed usage, or a Call Bundle as set forth in the Order;

Unplanned Downtime means downtime as a result of a fault and not related to planned or essential maintenance;

User Subscription means the subscription allocated to an End User of the Microsoft Teams Customer Tenant Sub-Domain who will have a) a compatible Microsoft 365 licence and b) a DDI allocated by the Supplier to the Endpoint;

VoIP means voice over IP;