

SCHEDULE 3.1(A) – CLOUD VOICE EXPRESS SERVICE

1. APPLICATION

- 1.1 This Schedule contains a description of the single Cloud Voice Express Service and forms part of the Agreement for the provision of the Cloud Voice Express Service.
- 1.2 Definitions and interpretations that are specific to this Schedule 3.1(A) are set out in **Annex 1** and apply in addition to the definitions and interpretations set out in **Schedule 1 (Definitions)** of the **General Conditions**.

2. SERVICE DESCRIPTION

- 2.1 The Supplier will provide the Customer with an Express Licence, as set out in the applicable Order, and hereinafter defined as “**Cloud Voice Express**”.
- 2.2 The Supplier will provide and manage the Cloud Voice Express Services as set out in the Order, up to the Hub, or if the Customer does not use a Hub, up to the Network Terminating Unit “**Cloud Voice Support Boundary**”.
- 2.3 The Supplier has no responsibility for the Cloud Voice Express Service outside of the Cloud Voice Support Boundary.
- 2.4 The Supplier makes no representations, whether expressed or implied, about whether the Cloud Voice Express Service will operate in combination with any Customer Equipment or other equipment and software.
- 2.5 The Supplier will provide Calls Service to the Customer which will enable users to make On- Net and Off- Net voice calls. The Customer will be able to make Calls to any destination unless Call barring has been set up.
- 2.6 The Service will not support the following outgoing call types:
- 2.6.1 Short Message Service and Text Messaging;
 - 2.6.2 Non-E164 PTSN numbers for Calls terminating outside the UK with the exception of International freephone;
 - 2.6.3 070 Personal Numbering Services;
 - 2.6.4 Dial up Internet Services; and
 - 2.6.5 Video Calls that require IP to TDM transmission.
- 2.7 On-Net calls allow Users from the Customer using the Service, to make voice calls directly between each other free of charge, One-Net Calls are routed via the Service and are not passed out to other IP or PTSN networks.
- 2.8 Off-Net calls allow Users to make and receive voice calls to and from PTSN, Mobile, International, and other IP networks. Off-Net Calls will be charged in accordance with the Supplier’s Tariff from time to time unless otherwise stated on the Order.

3. CUSTOMER OBLIGATIONS

- 3.1 Before the Commencement Date and where applicable, during the Term of this Agreement, the Customer shall:
- 3.1.1 only connect and use equipment (whether supplied by Supplier or Third-Party Supplier or not) connected (directly or indirectly) to or used with the Cloud Voice Express Services in accordance with any published instructions, safety and security procedures applicable to the use of that equipment. Specifically, will ensure that all reasonable steps are taken to configure any equipment so as to prevent it being used in the commission of criminal offences including the making of fraudulent or bad faith calls;
 - 3.1.2 remove unsupported equipment where requested by the Supplier and/or Third-Party Supplier, the Supplier will serve notice on the Customer to remove such equipment. Failure to remove such equipment may result in termination of this Agreement; and

- 3.1.3 ensure that any equipment connected (directly or indirectly) to or used with the Cloud Voice Express Services will be compatible with “the Cloud Voice Express Services and any third party needs to be referred to us so we can check if they are on the approved list. Any equipment not listed as authorised equipment, where applicable, will not be supported by the Cloud Voice Express Services. Some add-ons may require equipment to meet minimum technical standards to enable use by the Customer and links to any minimum technical standards will be set out in the product handbook.

- 3.2 The Customer will not use the Cloud Voice Express Services or any Third-Party Supplier Systems (as applicable) and will take all reasonable steps to ensure that the Cloud Voice Express Services are not used by anyone:

- 3.2.1 to make Nuisance Calls;
- 3.2.2 to send, knowingly receive, upload, download, use or re-use material, which is offensive, indecent, defamatory, obscene or menacing;
- 3.2.3 contrary to any instructions given by the Third-Party Supplier and/or Supplier;
- 3.2.4 in a way that does not comply with the terms of any legislation or any licence applicable to the Customer;
- 3.2.5 in a manner that is in any way unlawful, fraudulent or in bad faith or, to the knowledge of the Customer, has any unlawful, fraudulent or bad faith purpose or effect;
- 3.2.6 in a manner that in the Supplier’s and/or the Third-Party Supplier’s reasonable opinion could materially affect the quality of any telecommunications service, including the Service, provided by BT;
- 3.2.7 in a manner which is contrary to this Agreement;
- 3.2.8 in a manner that could reasonably be believed to have a detrimental effect on Supplier and/or the Third-Party Supplier’s brand or reputation; or
- 3.2.9 in a manner which may impair the security or integrity of Supplier and/or the Third-Party Supplier’s systems or may impair the operation of any systems or the Cloud Voice Express Services.

- 3.3 The Customer will:

- 3.3.1 take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any equipment, data and software used with or in conjunction with the Cloud Voice Express Services is not infected by viruses and/or logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs;
- 3.3.2 will not have access to the Ordering Portal or API however, the customer has an obligation to provide us with a valid UK address, where the End User spends the majority of its time, to allow Supplier and/or the Third-Party Supplier to provide this address to the emergency services team;
- 3.3.3 confirm telephone numbers to be taken over by the Supplier are free from rights of third parties which restrict such takeover;
- 3.3.4 confirm that the information provided by the Customer to the Supplier is correct and complete;
- 3.3.5 will notify the Supplier of any changes in respect of the data provided by the Customer. This includes but is not limited to the Customer’s name and address as well as email, telephone and fax numbers of the Customer’s service emergency

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- contact and name and installation address for each User;
- 3.3.6 comply with all Applicable Laws and all reasonable instructions from the Supplier in relation to the Customer's use of the Cloud Voice Express Service;
- 3.3.7 keep any passwords provided by the Supplier to access the Cloud Voice Express Service strictly confidential and shall promptly notify the Supplier if it becomes aware any unauthorised third party becomes aware of such password;
- 3.3.8 inform employees and members of staff that calls to Emergency Services may require first dialling (9) as a prefix in order to access an external line;
- 3.3.9 inform employees and members of staff that calls to Emergency Services are not available during power cuts and network outages; and
- 3.3.10 inform the Supplier of any changes to any Site(s) address and/or access details stored in MyVoice App and MyPortal and ensure that this information is up to date.
- 3.2 The Customer acknowledges and accepts that a failure to comply with paragraph 3.1 to will result in incorrect address information being made available to Emergency Services and consequently may mean that Emergency Services are unable to locate the Customer and/or its Authorised User(s).
- 3.4 If, because of the Customer's negligence or default, or where a third party obtains any password supplied to the Customer, the Customer shall be liable for all charges incurred as a result of any one of the Service using such password.
- 3.5 In the case of a serious breach of the obligations under this Schedule 3.1(A) by the Customer or if the Customer fails to prevent a security breach by a third party (having been warned by the Supplier within a reasonable period about such security risk) the Supplier shall be entitled to terminate this Agreement in accordance with paragraph 4.23.
- 4. SERVICE CONDITIONS**
- ASSOCIATED SERVICES**
- 4.1 To enable the Supplier to fulfil its obligations under this Agreement the Customer shall have the following services in place that will connect to and are necessary for the Cloud Voice Express Services to function and to ensure that the Cloud Voice Express Services meet the minimum technical requirements:
- 4.1.1 IP Phones; including soft phones;
- 4.1.2 IP Access Circuit and any corresponding data hardware e.g., router, port switches; and
- 4.1.3 the Customer must have a telephone number associated with the Service
- each an "Enabling Service".
- 4.2 It is the Customer's responsibility to ensure uninterrupted mains power is supplied to the PBX and any peripheral equipment. Failure to do so may impact on continuity of Calls to Emergency Services in the event of a mains power failure.
- 4.3 The Customer must not attempt to circumvent any security measures.
- 4.4 The SIP Gateway will not work in the event of a failure of the mains power or Access Service (or both) at the Site.
- 4.5 The Customer shall prepare and maintain the Site(s) for the installation of the Equipment and supply of the Cloud Voice Express Services, including but not limited to the following:
- 4.5.1 ensure that the Enabling Services are in place, except where the Supplier is responsible for installing the Enabling Services as specifically detailed in the Order Form;
- 4.5.2 ensure that the Customer Network is prepared for the installation of the Cloud Voice Express Service by ensuring that it is fully configured in accordance with the Supplier's technical specifications;
- 4.5.3 permit the Supplier and any other person authorised by the Supplier to have reasonable access to the Site and Equipment, and provide such reasonable assistance as the Supplier requests;
- 4.5.4 take all reasonable steps to protect the health and safety of the Supplier's personnel whilst on Site(s) and the Customer warrants, represents and undertakes that it has adequate health and safety provisions in place at the Site(s); and
- 4.5.5 provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Cloud Voice Express Services and associated Equipment at such points and with such connections as the Supplier specifies.
- 4.6 For the avoidance of doubt, the Supplier shall not be liable for the non-availability of the Cloud Voice Express Services caused by any inability for the Supplier to install the Cloud Voice Express Service as a result of the Customer's failure to meet its obligations under paragraph 4.5 above and the Supplier reserves the right to recover any costs and expenses incurred by the Supplier as a result of such failure.
- 4.7 If the Supplier, is not able to configure the Cloud Voice Express Service due to the Customer Network not being ready to connect to the Cloud Voice Express Service or attends the Site(s) and discovers that the Enabling Services are not available and additional works are required, then the Customer shall be liable to the Supplier for any costs and expenses which the Supplier incurs as a result of any cancelled or rescheduled visit.
- 4.8 Where Enabling Services are undertaken by the Supplier as set forth in the Order, to ensure that the Customer Network is ready for the installation of the Cloud Voice Express Service, the Customer shall be responsible for all costs and expenses incurred by the Supplier.
- 4.9 For a period of two (2) weeks following installation of the Cloud Voice Express Service, the Supplier will undertake minor remote engineering changes to ensure that the Cloud Voice Express Service meets requirements (up to a maximum of two (2) hours of engineering time). Any further adds, moves and changes shall be charged in accordance with Clause 3.17 to 3.19 of the **General Conditions**.
- INTERNET CONNECTION**
- 4.10 In order to use the Cloud Voice Express Service, the Customer shall procure, at its own cost, a reliable business-grade Internet Connection either through the Supplier (any such internet connectivity provided by the Supplier shall be subject to separate terms and conditions) or through an alternative supplier which must be approved by the Supplier prior to ordering the Cloud Voice Express Service). The Internet Connection must be configured in accordance with the Supplier's Guide.
- 4.11 Where the Internet Connection is supplied by a third party the Supplier does not assume any liability or responsibility for that third-party internet connectivity and/or any associated Service Levels.
- 4.12 The Customer acknowledges and agrees that the call quality provided over the Cloud Voice Express Services depends on: (i) both the specifications and availability of the Internet

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Connection to which the Customer is connected, and; (ii) the telecommunications network to which the person on the other end of the call is connected. The Supplier shall not be liable for calls of an unsatisfactory quality connection caused as a result of points (i) or (ii) above.

VOICE CLOUD SERVICES

- 4.13 The Third-Party supplier will from time to time monitor the profile of Calls made and received using the Cloud Voice Express Services for potential fraudulent or bad faith use (“Service Misuse”). Where Service Misuse is detected, the Alert Contact will be notified (“Alert”) that in the Third-Party Supplier’s reasonable opinion the Service Misuse: (i) requires immediate barring of the Cloud Voice Express Services or part of the Cloud Voice Express Services which can then be barred without Customer consent; or (ii) does not require immediate barring and obtain the Customer’s agreement to bar the Cloud Voice Express Services or part thereof.
- 4.14 The Supplier shall, where applicable, provide the Customer with the facility to make or receive a Call (or both) using a handset or softphone App with a suitably enabled Access Service, subject to correct dimensioning (including the number of channels) of the Access Service to support the Customer’s voice and data usage and/or the configuration and performance of the Equipment.
- 4.15 Where applicable, the Supplier will provide the Customer with the following in accordance with the details set forth in the Order:
- 4.15.1 a licence for each Authorised User to enable them to make and receive Calls;
- 4.15.2 a right to access and use MyVoice App to view information, manage and administer the hosted Cloud Voice Express Service;
- 4.15.3 new telephone number(s) or port existing number(s) to the Customer in accordance with paragraph 4; and
- 4.15.4 hardware or ancillary software in accordance with the terms of the **General Conditions**.
- 4.16 Where routing of Calls utilises Cloud Voice Express Services, the Customer acknowledges and agrees that the quality and availability of the Call can be subject to factors outside of the Supplier’s reasonable control and the Supplier shall not be responsible for the quality or availability of such Call.
- 4.17 The Customer acknowledges and agrees that Cloud Voice Express Service may cease if there is a power cut or power failure, or a failure of the Access Service on which the Cloud Voice Express Service relies and in the event of a power failure it is the Customer’s responsibility to ensure that they have the means to make Calls to Emergency Services.
- 4.18 Where the Customer uses Cloud Voice Express Services and the Customer moves location, it is the Customer’s responsibility to update address details either using My Voice App or by notifying the Supplier of any change in address where the relevant equipment will be housed so that the information can be supplied to Emergency Services.
- 4.19 Where the Supplier makes available Software for the Customer to use with the Cloud Voice Express Service and/or the Additional Services, the Customer will be required to enter into an Authorised User licence agreement in the form set out at any web-link or other location that the Supplier or the Software supplier may notify the Customer, as may be amended or supplemented from time to time (“**EULA**”).
- 4.20 By accepting the terms of the EULA, the Customer agrees to observe and comply with it for any and all use of the Cloud Voice Express Service. If the Customer does not comply with

the EULA, the Supplier may restrict or suspend the Cloud Voice Express Service and/or Additional Services upon reasonable notice.

- 4.21 The Customer will allow installs of new versions of any Third-Party Software and shall ensure the Cloud Voice Express Services and/or the Additional Services comply with relevant specifications of any third-party design documentation which will be provided to the Supplier from time to time.

AUTHORISED USERS

- 4.22 In relation to the Authorised Users the Customer confirms that:
- 4.22.1 the maximum number of Authorised Users authorised to access and use the Cloud Voice Express Service and Documentation shall not exceed the number of User Subscriptions the Customer has purchased from time to time;
- 4.22.2 it will not allow any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- 4.22.3 each Authorised User shall keep a secure password for their use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep their password confidential; and
- 4.22.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within ten (10) Working Days of the Supplier’s written request at any time.
- 4.23 The Supplier reserves the right to audit the Supplier’s use of the Cloud Voice Express Services to ensure that the Customer is complying with the terms of this Agreement. If the audit reveals that the Customer has not used the Services in accordance with this Agreement then the Supplier shall be entitled to (i) invoice the Customer for any such access that exceeds the limits provided by the Supplier to the Customer and (ii) if the Customer’s misuse is such that it amounts to a material breach of this Agreement, terminate pursuant to Clause 8.1.1 of this Agreement. In the event that any audit reveals any use in breach of the terms of this Agreement or any instructions provided to the Customer, the Customer will pay for all costs incurred in connection with and as a result of such audit.

NUMBER PORTING

- 4.24 The Customer does not own any telephone number provided and the Customer accepts it does not have any right to sell or to agree to transfer any number provided to it.
- 4.25 Where access to the Cloud Voice Express Service is facilitated through number porting from a current supplier (the “**Ported Number**”) (e.g. BT), the Customer authorises the Supplier to (i) have the numbers from the current supplier listed in the appendices of the Order Form; (ii) have the Ported Number routed by the Supplier instead of the current supplier and; (iii) to forward appropriate details of the Customer’s porting application for the Cloud Voice Express Service to the Supplier.
- 4.26 The Customer will receive advance notification of the change of supplier of the Ported Number from the current supplier to the Supplier. The Supplier’s ability to provide the Cloud Voice Express Service is subject to the current supplier porting the Ported Number to the Supplier. The Supplier shall not be liable if there are any issues with the availability, suitability or any

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other issue with the Cloud Voice Express Service caused by a failure to transfer unless such failure is due to the Supplier's error or omission.

- 4.27 The Customer acknowledges that there may be some restrictions to Numbers Portability as set out in the Product handbook.
- 4.28 The Customer understands and accepts that all services linked to the original number will be automatically terminated upon completion of the number porting including, but not limited to broadband service, Redcare Alarm, Fax, PDQ & Franking machines and monitoring services such as alarms and utility meters. Other services such as, but not limited to, 1571/Call Minder, Call Barring and Call Diversion will also be ceased. Any messages left via the 1571/Call Minder service will be lost. The Customer must arrange at its own cost availability of such services from other suppliers or over other lines and numbers. Failure to do so will result in disruption to the Customer's business and the Supplier shall not take any responsibility for service loss as result of number porting.
- 4.29 The Customer shall cover any potential contract termination charges which may arise from the termination of the Customer's contract with its existing supplier.
- 4.30 The Customer accepts that Number Porting is governed by regulation and is managed by multiple carriers and telecommunications operators and as a result the Supplier has no control over the duration nor outcome of the process. The Supplier shall not be held liable in any way for any Number Porting related issues, faults or errors howsoever caused.
- 4.31 The Customer accepts all charges and fees associated with Number Porting including submissions, rejections, re-submissions and export. Charges are as per the Supplier's current price list.
- 4.32 The Customer accepts that all porting requests contain clear and accurate information. Failure to do so will result in extended lead times and additional charges being raised.
- 4.33 From time to time and during the process of switching suppliers, the Supplier may port the Customer's telephone number(s) between its upstream suppliers as a general internal practice. The Supplier shall not be required to notify the Customer of this internal network change nor seek the Customer's consent.
- 4.34 Any telephone numbers still required by the Customer that are listed under this Agreement must be ported from the Supplier prior to the termination of the Services.

5. NETWORK SERVICES AND AVAILABILITY

- 5.1 The Customer acknowledges that the Cloud Voice Express Services are internet-based services and, consequently, those Cloud Voice Express Services will only function if there is a suitable Internet Connection to support the Cloud Voice Express Services enabling them to do so.
- 5.2 In accordance with clause 4.10, the Customer shall ensure that it has access to a functioning and suitable Internet Connection to support the Cloud Voice Express Services.
- 5.3 The Customer acknowledges that the Cloud Voice Express Services will not be available in the event of a power cut affecting any Site(s) that the Customer installs the Cloud Voice Express Services, and the Customer will not be able to make any calls during any such power cut, unless using the MyVoice App on a suitable mobile phone. The Supplier shall have no liability for loss of Service that occurs as a result of a power cut at the Site(s) in which the Cloud Voice Express Services are installed.
- 5.4 The Customer acknowledges that any change in the configuration of the voice and data components of the

Services can adversely affect the ability to make calls. The Customer shall not therefore make any changes to the configuration of the voice and data components of the Services unless the Customer has been provided with consent to do so by the Supplier.

- 5.5 In the event that the Customer is provided with consent and access to the Service in order to make changes to its configuration the Customer shall be liable for any changes that it makes to the Services and the Supplier shall not be liable for any adverse effects suffered as a result of the Customer's configuration of the Services. Any work carried out by the Supplier to rectify the Services following such configuration by the Customer shall incur a charge from the Supplier based on the time and materials taken to remedy such issue.
- 5.6 The Supplier will not make any changes to the configuration of the voice and data components of the Services which has an adverse effect on the Customer's ability to make calls without first notifying the Customer of the potential adverse impact and obtaining the Customer's prior consent to such change;
- 5.7 If the Service is to be used to carry Alarm Signals, then the Supplier shall not be liable in the event that the Customer is unable to deliver an Alarm Signal due to:
 - 5.7.1 network failure;
 - 5.7.2 suspension of the Customer's account for the reasons set out in this Agreement, or;
 - 5.7.3 any reason outside the Supplier's reasonable control including but not limited to any technical issues within the network (for example the network is being tested, modified or maintained or access to the network is denied) or the Internet Connection.
- 5.8 The Customer must register the Cloud Voice Express Services at the Site(s) at which the Customer intends to use them. If the Customer intends to use the Cloud Voice Express Service from multiple Site(s), then the Customer must update the Supplier each time a new location is added. If the Customer does not notify the Supplier of the updated Site(s), the Customer acknowledges that the Services may not be able to make calls including, for the avoidance of doubt, calls to Emergency Services.
- 5.9 The Supplier and/or Third-Party Supplier will use reasonable endeavours to provide uninterrupted Cloud Voice Express Services. However, the Supplier and/or Third-Party Supplier may:
 - 5.9.1 For operational reasons, introduce or withdraw service features, make changed to the portals, introduce process changes to improve the quality of the Cloud Voice Express Services, change the technical specification of the Cloud Voice Express Services (including upgrades) upon not giving less than fifteen (15) days' notice, provided that any such changes do not have a materially adverse effect on the performance or provision of the Cloud Voice Express Services. Customer acknowledges that the Third-Party Supplier has no control over any updates, upgrades, enhancements, amendments, additions and improvements made to any third party provided software provided as part of the Services and Customer may not receive notice of such changes.
 - 5.9.2 Give Customer instructions which it believes are necessary for reasons of health, safety or the quality of the Cloud Voice Express Services or the quality of any other telecommunications services provided by the Third-Party Supplier and

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Customer will ensure its communicated to End Users as soon as reasonably practicable.

- 5.9.3 Interrupt the Cloud Voice Express Services for operational reasons (including planned maintenance) where it is reasonable to do so or because of an emergency. The Cloud Voice Express Services will be restored as quickly as reasonably possible and notice will be provided to the Customer unless it is impracticable to do so.
- 5.9.4 Take action to protect the Cloud Voice Express Services. If the Customer or the End User are using the Cloud Voice Express Services in a manner that is damaging, the Supplier and/or the Third Party Supplier may take action to block or restrict access to the Cloud Voice Express Services. Customer will be notified as soon as reasonably practicable of any action taken in accordance with this paragraph.

6. EMERGENCY CALLS

- 6.1 The Customer acknowledges that the Services will not be available for calls to Emergency Services during any power cut affecting the Site(s) at which the Services are installed, unless using the MyVoice App on a suitable mobile phone.
- 6.2 The Customer acknowledges that any configuration changes of voice and data components may affect the ability to make Emergency Calls. The Supplier will not be liable for any claims, losses, costs or expenses that occur as a result of the Customer changing the voice and data components of the Services that result in an inability to call Emergency Services.
- 6.3 A configuration change of the voice and data components preconfigured by the Supplier can adversely affect calls to Emergency Services. The Customer acknowledges that an Emergency Call made via Cloud Voice Express Services in a different location from the one that is registered in Order Form, is transmitted to the control centre indicating the registered Site and not the location of the Cloud Voice Express Services and can therefore mean that any Emergency Services response will be sent to an incorrect location.
- 6.4 If the Customer uses or intends to use the Services outside the UK, the Customer acknowledges that the Services cannot be used to access Emergency Services.

7. SERVICE RESTRICTIONS

- 7.1 The Customer shall not use the Services:
- 7.1.1 to make abusive, offensive, indecent, menacing, nuisance or hoax calls;
- 7.1.2 for any illegal and/or criminal purpose;
- 7.1.3 to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- 7.1.4 to cause annoyance, inconvenience, needless anxiety or harassment;
- 7.1.5 to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to spam, unsolicited advertising or promotional material sent or provided by any third party;
- 7.1.6 to contravene any legislation, laws, licences or third-party rights;
- 7.1.7 for any use in contravention of the Supplier's Fair Use Policy;

- 7.1.8 in any way that is not in accordance with the instructions provided to the Customer by the Supplier;
- 7.1.9 in any manner that is contrary to the terms of this Agreement;
- 7.1.10 in any manner that could be construed to amount to Emergency Call Abuse;
- 7.1.11 to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute any portion of the software and/or Documentation (as applicable) in any form or media or by any means except as allowed by any applicable law;
- 7.1.12 to attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service(s) except as allowed by any applicable law;
- 7.1.13 to access all or any part of the Services and/or Documentation in order to build a product or service which competes with the Services and/or Documentation;
- 7.1.14 to use the Services and/or Documentation to provide services to third parties; or
- 7.1.15 to licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users.
- 7.2 The Customer shall indemnify the Supplier against any claims or legal proceedings which are brought or threatened against the Supplier by a third party because:
- 7.2.1 the Services are used in breach of this clause 7; or
- 7.2.2 the Services are faulty or cannot be used by a third party as a result of the Supplier's breach of this clause 7.
- 7.3 Unless specified to the contrary in an Order Form, access to premium rate numbers and directory services will be prohibited via the Services.
- 7.4 The Customer acknowledges that the Supplier may block certain telephone numbers, or groups of telephone number or national dialling codes for example premium rate telephone numbers ("**Blocked Numbers**"). The Supplier will notify the Customer in the event that the Supplier blocks such numbers, number groups or national dialling codes. Such restrictions may be removed at the Customer's request; however, the Customer shall be liable for all charges for and connected to calls to any Blocked Numbers.
- 7.5 The Customer is not entitled to select the upstream network operators and carriers used by the Supplier to provide the Services. The Supplier shall have the complete freedom and discretion to select a network operator and carrier and the Supplier reserves the right to change any of the Supplier's upstream suppliers at any time throughout the duration of this Agreement, where supplier shall include but not be limited to upstream network operators and carriers. Such change may occur without notification to the Customer.
- 7.6 If in the reasonable opinion of the Supplier, the Customer's call profile is indicative of Fraudulent Activity, the Supplier shall reserve the right to suspend the Cloud Voice Express Services immediately, without notice to the Customer in accordance with clause 7.1.4 of the **General Conditions**.

8. CHARGES AND PAYMENT

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- 8.1 This paragraph 8 is supplemental to clause 6 of the **General Conditions** and in the event of express conflict this paragraph 8 shall take precedence. The Supplier shall invoice the Customer for the Charges for the Cloud Voice Express Services and Additional Services as set out in paragraph 8.2 in the amounts specified in any Order and as varied pursuant to the Agreement.
- 8.2 Unless stated otherwise in an applicable Order, the Supplier shall invoice the Customer for:
- 8.2.1 the Service Establishment Charge and mandatory training, if additional training is requested by the customer a daily charge will apply upon delivery;
 - 8.2.2 connection and Installation Charges, on or after the Connection Date for any work carried out upon delivery;
 - 8.2.3 Recurring Charges, except Usage Charges monthly in advance;
 - 8.2.4 Usage Charges calculated at the then current Tariffs monthly in arrears;
 - 8.2.5 any Charges for Hardware, which shall be invoiced from the date of delivery of such Hardware;
 - 8.2.6 any Termination Charges following termination of the Cloud Voice Express Service and Additional Services.
- for any period where the Cloud Voice Express Service and/or Additional Services are provided for less than a month, the Recurring Charges will be calculated on a daily basis.
- 8.2.7 For the avoidance of doubt, Usage Charges shall be invoiced to the nearest pence per second, unless otherwise stated in the Order. All Calls are subject to a pence per minute Tariff, Committed Spend and a connection fee and Calls shall be Invoiced to 2 decimal places, unless otherwise stated in the Order or applicable Tariff.
- 8.3 The Supplier may also invoice for the following Charges in addition to those set out in the Order:
- 8.3.1 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;
 - 8.3.2 commissioning the Cloud Voice Express Service and Additional Services outside of Normal Working Hours;
 - 8.3.3 restoring the Cloud Voice Express Service and Ancillary Services if the Cloud Voice Express Service and Ancillary Services have been suspended in accordance with clause 7 of the **General Conditions**;
 - 8.3.4 cancelling Cloud Voice Express Service and Additional Services in accordance with clause 8 of the **General Conditions**;
 - 8.3.5 any other charges set out in the Order or the Tariffs or as otherwise agreed; and including but not limited to charges for (i) providing paper invoices, (ii) late payment fees (iii) dishonoured payments and (iv) payment processing fees; and
 - 8.3.6 charges as stated in the Tariffs for any Services or Additional Services ordered by the Customer on the Third-Party Supplier portal and/or which arise from any changes made to existing Services or Additional Services by the Customer on the Third-Party Supplier portal.
- 8.4 The Customer shall remain liable for all Charges where the Customer or a third party has used the Cloud Voice Express Service, whether used with the knowledge and consent or otherwise of the Customer or other Fraudulent Activity in connection with the use of the Services provided under this Agreement, including but not limited to fraudulent Calls made by a rogue caller and Calls made by any third party whom has gained unauthorised access to the Cloud Voice Express Service.
- ### 9. TERMINATION
- 9.1 This paragraph 9 is supplemental to clause 2 and 8 of the **General Conditions** and in the event this paragraph 9 conflicts with clause 2 and 8 of the **General Conditions**, this paragraph shall take precedence.
- 9.2 The Customer must give not less than 90 days' written notice prior to the end of the Minimum Term to terminate the Agreement pursuant to clause 2.1.1 of the **General Conditions**.
- 9.3 The Customer may terminate the Services or the Agreement within the Minimum Term (or a Successive Term) by giving not less than 90 days' written notice to the Supplier. The Customer shall be liable to pay Termination Charges to the Supplier in accordance with clause 8.7 of the **General Conditions**.
- 9.4 Where a Customer is a Microenterprise or Small Enterprise Customer or a Non-for-Profit Customer, the Minimum Term will not automatically renew under clause 2.1 of the **General Conditions**, the Agreement shall continue until such time that the Customer provides thirty (90) days' notice to terminate the Agreement. Use of the Cloud Voice Express Services following expiry of the Minimum Term will be subject to the Supplier's standard published Tariffs.
- 9.5 Where a Customer is a Microenterprise or Small Enterprise or a Non-for-profit Customer, they shall have the additional right to terminate the Agreement in the following circumstances:
- 9.5.1 by giving the Supplier notice within thirty (30) days of notice from the Supplier of any 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
 - 9.5.2 within the Transfer Period.
- For the avoidance of doubt, the Customer shall not have a right to terminate the Agreement pursuant to clause 9.4.1 where the Supplier varies the Charges pursuant to paragraph 14.1 and/or 14.2.
- 9.6 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 9.4.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 9.4.1. The Customer's continued use of the Services shall be deemed acceptance if such changes.
- 9.7 If a Customer terminates the Agreement pursuant to paragraph 9.3 or 9.4 above, the Customer shall not be liable for any Termination Charges.
- ### 10. SERVICE LEVELS
- 10.1 The Supplier and Third-Party Supplier do not undertake to provide the Cloud Voice Express Services fault free. The Supplier shall provide and manage the Cloud Voice Express Services in accordance with **Schedule 4.1 (Fault Management Connectivity)**, which sets out the Supplier's notification procedure for Service Faults together with its Service Fault Targets.

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- 10.2 Where the Supplier fails to meet the applicable Service Fault Target, the Customer may, subject to paragraphs 5 and 6 of **Schedule 4.1 (Fault Management Connectivity)**, make a one-off claim for a Service Credit.
- 10.3 The Supplier reserves the right to apply an additional Charge in accordance with the Supplier's standard Tariffs where following investigation of a Service Fault, the Supplier finds that the Service Fault is due to a fault or damage to the Customer's Access Service.
- ### 11. FRAUD MONITOR
- 11.1 Where Fraud Monitor is provided, paragraphs 11.1 to 11.10 shall apply. The provision of Fraud Monitor is dependent upon the Supplier providing the Customer with the Cloud Voice Express Service to which it relates. If for any reason the Supplier ceases to provide such Cloud Voice Express Service the Fraud Monitor service shall terminate with immediate effect and the Supplier shall have no liability to the Customer in respect of such termination and no longer providing Fraud Monitor. Where Fraud Monitor is terminated in this way, the Customer shall not be entitled to any refund of any monthly Charges paid.
- 11.2 Fraud Monitor shall only apply to the Cloud Voice Express Services specified as benefiting from the Fraud Monitor as stated in the Order or as otherwise agreed in writing by the Supplier.
- 11.3 Fraud Monitor is provided solely for the Customer's use and the Customer may not resell or attempt to re-sell Fraud Monitor.
- 11.4 Unless otherwise stated in the Order, the monthly Charges for Fraud Monitor are as per the Supplier's applicable Tariffs.
- 11.5 For one (1) Fraud Incident in any Calendar Year, the Customer shall not be liable to pay the first £200 of call Charges where such call Charges arise from a proven Fraud Incident and provided such call Charges did not arise due to an act or omission of the Customer or breach of the terms of this Schedule or the **General Conditions** by the Customer.
- 11.6 Except as stated in paragraph 11.5 above, in all other circumstances the Customer shall be liable for all Charges arising from Fraudulent Activity pursuant to paragraph 8.5 of this Schedule and the Charges shall be payable in accordance with this Schedule and the **General Conditions**.
- 11.7 The Supplier has the right to suspend provision of the Cloud Voice Express Service in accordance with paragraph 7.6 of this Schedule 3.1(A) whether or not the Fraud Monitor is provided in relation to the Cloud Voice Express Service. Unless expressly stated in paragraphs 11.1 to 11.10, the rights and obligations of the Supplier and Customer as detailed in this Schedule and the **General Conditions** remain applicable to Services which have the benefit of Fraud Monitor.
- 11.8 The Customer shall provide the Supplier with an up-to-date point of contact with 24x7 availability who the Supplier shall notify by email of suspected Fraudulent Activity or of any suspension of the Cloud Voice Express Service. In the event, the Customer has not provided an email address for notification as anticipated by this paragraph, the Supplier will endeavour to notify the Customer using any other contact information which it has on record. The Customer shall immediately reply to any notification of suspected Fraudulent Activity.
- 11.9 The Supplier will only reactivate any suspended Services when the Customer has satisfied the Supplier (at its sole discretion) that the reason for suspension has been resolved and the services are unlikely to be a material immediate risk of Fraudulent Activity.
- 11.10 The provision of Fraud Monitor is not a fraud prevention system and does not prevent unauthorised access to the Service(s) or the Equipment and the Customer shall be responsible for obtaining professional security advice with regards to the Service(s) and/or the Equipment. The Supplier makes no representation that Fraud Monitor will be error-free or will detect, limit or prevent fraudulent usage of the Services. The Supplier disclaims any warranty of any kind, expressed or implied, including, but not limited to, warranties of fitness for a particular purpose, merchantability or satisfactory quality, with regard to the nature, quality and accuracy or validity of Fraud Monitor. In particular (without limitation), the Supplier accepts no liability for any delays in suspending or reactivating any Service which are beyond its reasonable control (including, without limitation, delays by third party suppliers or carriers in activating or removing barring orders).
- ### 12. ADDITIONAL SUPPORT SERVICES
- 12.1 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 to the customisation or configuration of the Cloud Voice Express Services undertaken by the Supplier by way of Professional Services provided upon implementation.
- ### 13. DATA PROTECTION
- 13.1 This paragraph 13 is supplemental to clause 10 of the **General Conditions** and in the event this paragraph 13 conflicts with clause 10 of the **General Conditions**, this paragraph shall take precedence.
- 13.2 Notwithstanding any other provision in this Agreement, for Supplier and the Third-Party Supplier to provide the Cloud Voice Express Services, Personal Data may be:
- 13.2.1 used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
 - 13.2.2 transferred by the Third-Party Supplier worldwide to the extent necessary to allow obligations to be fulfilled under this Agreement and the Customer consents to each transfer in the provision of the Cloud Voice Express Services provided that appropriate transfer mechanisms permitted by Data Protection Legislation are relied upon, including:
 - a) Third Party Supplier's Binding Corporate Rules (for transfers among its Affiliates); and
 - b) agreements incorporating the relevant standard data protection clauses adopted by the European Commission.
- ### 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

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- 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.
- 14.2.2 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.
- 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 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
- ### 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;

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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

Access Service means services providing Internet connectivity with speeds from 2Mb/s to 10Gb/s and access is available via ADSL, SDSL and Ethernet;

Additional Services has the meaning given to it in paragraph 2.2;

Alarm Signals means any emergency alarm system that may be connected to the Cloud Voice Express Service which includes but are not limited to burglar alarms and medical alarms;

Authorised Users means those employees, agents and independent contractors of You that You authorise to use the Cloud Voice Express Services and the Documentation as further described in the Order Form;

Blocked Numbers has the meaning given to it in paragraph 7.4;

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

Call Bundle means a bespoke pricing package, where Tariffs are fixed price and are inclusive of minutes as set forth in the Order;

Capacity Limits means up to one hundred (100) voicemail messages each of a duration of 180 seconds;

Cloud Voice Express Service is an Internet-based telephony service delivered over an Internet Connection or any other form of connectivity;

Contract Year means the 12 month period from the Commencement Date of the Agreement or a 12 month period from an anniversary of the Commencement Date of the Agreement;

Customer Network means the Customer's physical telecommunications and/or data network infrastructure located at the Site that allows the exchange of voice and data communications established by the connection of voice and data devices, such as internet routers, network switches, CAT5e/CAT6 ethernet cabling (including patching and termination) and any mains power supply up to the Third-Party Supplier network;

Documentation means the document made available to the Customer by the Supplier or by third party licensors via MyPortal or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Cloud Voice Express Services and the user instructions for the Cloud Voice Express Services

Emergency Call Abuse means any hoax/prank calls to emergency service numbers; unnecessary and/or in appropriate calls to emergency service numbers (as is a device that connects to your Internet modem and relays data that it reads from your telephone communication system, computer software, and various devices such as microphones and webcams regarded by a reasonable person); abuse of Emergency Services call handlers or any other actions and/or; any behaviour that could reasonably be determined to amount to an abuse of Emergency Services call lines

Emergency Services means in respect of any locality:

- (a) the relevant public police, fire, ambulance and coastguard services for that locality; and
- (b) any other organisation, as directed from time to time by Ofcom as providing a vital service relating to the safety of life in emergencies

Express License means a license which enables the Customer and its Users to connect to an IP Phone (including soft phones), into a local area network port switch, which in turn interfaces with the User's IP Access Circuit. The User's IP Access Circuit will pass to the Call to the Service platform. The User can use the Service for the purposes of sending and receiving voice Calls;

Fraud Incident means an instance of Fraudulent Activity perpetrated by a third party in respect of a Cloud Voice Express Service which benefits from Fraud Monitor;

Fraud Monitor means the call analytics service known as Fraud Monitor (as modified or substituted from time to time);

Hub means a router provider by the Supplier or Third-Party Supplier that is compatible with the Internet Service, which is Ancillary Equipment for the purposes of this Agreement

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

Internet Protocol or **IP** means a communication protocol for devices connected to the internet that specifies the format for the addresses and units of transmitted data;

IP Hardware means physical IP equipment purchased by the Customer from the Supplier and which is necessary for the provision of the Voice Cloud Services;

Local Area Network or **LAN** means the infrastructure that enables the ability to transfer IP services within a Site (including data, voice and video conferencing services);

Network Terminating Unit means the socket where the Customer's wiring, equipment or existing qualifying voice and data service is connected to the Network;

PBX means private branch exchange;

Ported Number has the meaning given to it in paragraph 4.23;

Recurring Charges means the Charges for the Cloud Voice Express Services or applicable part of the Cloud Voice Express Services, including but not limited to User Subscriptions, licences for Third Party Software, or Call Bundle that are invoiced repeatedly in every billing period as set out in the Order;

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

Session Initiation Protocol or **SIP** is a technical standard (specified in RFC 3261) which is used to deliver an IP Voice solution linking to existing systems/equipment and optimises a secure data connection to initiate and terminate voice calls via the Internet;

SIP Gateway means a device that connects to a Hub and relays data that it reads from a telephone communication system, computer software, and various devices such as microphones and webcams;

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;

Transfer Period means a period of ten (10) Working Days which starts after the Working Day on which notification has been given requesting a Line to be transferred to or from the Supplier;

Usage Charges means the Charges, if any for the Cloud Voice Express Services or applicable part of the Cloud Voice Express Services that are calculated by multiplying the number of units (voice minutes) for the Cloud Voice Express Services 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;

User Subscription means the user subscriptions purchased by the Customer pursuant to paragraph 4.20, which entitles Authorised Users to access and use the Cloud Voice Express Services and the Documentation as set forth in the Order;

VOIP voice over IP.