

SCHEDULE 3.10 – TEAMS DIRECT ROUTING SERVICE

1. APPLICATION

1.1 This Schedule, which contains a description of the Direct Routing Service form part of this Agreement entered between the Parties for the provision of the Direct Routing Service.

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 PTSN calling and a range of additional call control features for Microsoft Teams, providing VOIP connectivity for Phone System, allowing inbound and outbound telephony through the Customer's Network for termination of both national and international destinations.

2.2 The Direct Routing 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/from non-geographical, corporate or VoIP numbers (03, 05, 08);

2.2.2 voice calls to premium numbers UK (09) and international;

2.2.3 voice calls t/from mobile destinations (07);

2.2.4 voice calls to/from international destinations (00..);

2.2.5 operator, emergency and non-emergency calls (100, 101, 111, 112, 116xxx, 118, 123, 1800x, 195, 999)

2.3 Access to the Direct Routing Service is via the Internet and connectivity options include the following;

2.3.1 where provided by the Supplier, asset out in the Order in accordance with **Schedule 3.2 (Internet Services)** or

2.3.2 via a Third-Party Supplier.

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 Direct Routing Service.

3. CUSTOMER OBLIGATIONS

3.1 The Customer is required to obtain and maintain the following components to enable the Direct Routing Service:

3.1.1 Microsoft 365 or Office 365 licence including Teams for Microsoft 365;

3.1.2 Microsoft Phone System add-on or Business Voice (without a calling plan) add-on, and;

3.1.3 an Internet connection as per paragraph 2.3 above.

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 Direct Routing Service. Where the Supplier, as stated in the Order, provides the Customer will Microsoft 365 licenses they are provided in accordance with Schedule 3.6A (Online Services).

3.2 The points of connection for the Endpoint are the two (2) Customer Tenant Sub-Domains which will be notified by the Supplier to the Customer. The Supplier's responsibility does

not extend to the transport between the IP addresses resolved from the Customer Tenant Sub-Domains and the End User or to any equipment in operation beyond this point, both of which shall be the responsibility of the Customer ("**Service Support Boundary**").

3.3 Where the Customer wishes to port numbers to the Supplier, the Customer shall:

3.3.1 provide full and accurate details of the numbers to be ported, including but not limited to a letter of authority to port the numbers to a new provider and confirmation of ownership;

3.3.2 be responsible for reaching any commercial agreement with the supplier of the services to which those numbers apply, including termination of those services and payment of all associated charges.

4. SERVICE CONDITIONS

DIRECT ROUTING

4.1 Direct Routing 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-based model, whereby Microsoft certified session border controllers are deployed as a bespoke architecture with the Supplier's network, for interconnection to Microsoft Phone System for PTSN 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 Supplier:

4.3.1 Calling Line Presentation (CLIP)

4.3.2 Calling Line Restriction (CLIR)

4.3.3 Emergency Call Divert

4.3.4 Fraud Alert

4.3.5 CLI Flexibility

4.3.6 Call Barring

4.3.7 DTMF Support

4.3.8 Emergency, Non-Emergency and other short code Calls

4.4 Each User Subscription shall receive up to 2,000 minutes to 01/02/03 destinations inclusive of the Recurring Charges, and the total allocation per User Subscription shall be aggregated per Endpoint. In addition, usage to numbers beginning 03 shall not exceed 15% of the total minutes on that Endpoint.

4.5 In addition to paragraph 4.4 above, User Subscriptions associated to an Endpoint purchased on a minimum initial term of three (3) years shall each receive an additional allocation of 2,000 minutes to UK mobiles. For the avoidance of doubt, UK mobiles shall be those defined in the Supplier's Tariffs.

4.6 In the event that any Endpoint exceeds the aggregate number of inclusive minutes available, the Supplier shall be entitled to invoice the Customer for the total minutes at the Supplier's standard Tariffs.

4.7 Each Endpoint shall be unique to and used solely by the Customer.

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ARCHITECTURE

- 4.8 Direct Routing provides the Customer with a resilient solution, offering two geographically diverse networks, each hosted in a separate co-locations space, and connected with an existing Point of Presence and traffic is load-shared across the two diverse sites.
- 4.9 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. The session border controls will route calls to and from specific Tenant Sub-Domains in Microsoft Teams, which serve as the SIP interface between Microsoft Teams, which serve as the SIP interface between Microsoft 365 network and the PSTN.
- 4.10 The elements of the architecture are described below:

MICROSOFT CERTIFIED SBC'S

- 4.10.1 cloud deployment model for Direct Routing Service requires Microsoft certified session border control into the Supplier's network.

CUSTOMER SBC'S

- 4.10.2 each service to the Customer will be terminated on a PSTN connected session border control, to enable the Supplier to provision and manage the Direct Routing Service via its portal and PSTN calling.

NETWORK RESILIENCE MODEL

- 4.10.3 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.
- 4.10.4 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

- 4.10.5 signalling in Direct Routing Service will never be exchanged directly between the Microsoft Teams client and the Microsoft certified SBC's on the network, but always indirectly, via a "Call Controller" component of Microsoft 365.
- 4.10.6 A "SIP Proxy" component of Microsoft 365 network exchange SIP signalling with the Microsoft certified SBC's on the edge of the network, this in turn exchanged between the Microsoft SBC's and interconnected SBC's on the Supplier's core network, on which Microsoft Teams endpoints will be built using the Supplier's Portal, enabling signalling and media to be exchanged within the PSTN.

SIGNALLING AND MEDIA ENCRYPTION

- 4.10.7 Microsoft will only initiate and accept signalling connections secured by TLS 1.2.
- 4.10.8 this applies to the communication path between the End User and Microsoft 365 network. It also applies to the path between the Microsoft 365 network and the Microsoft certified SBC's deployed on the Supplier's network.
- 4.10.9 Media will be encrypted using SRTP.

CUSTOMER TENANT

- 4.11 A tenant will need to be created in Microsoft 365 for the Customer and the Supplier shall be responsible for the creation of the Customer's Tenant Sub-Domain, which is where:
- 4.11.1 individual Users are added;
 - 4.11.2 licences and numbers needed for voice telephony are assigned, and;
 - 4.11.3 the connection with the Supplier is configured for routing.
- 4.12 Two (2) fully qualified domain names (FQDN's) will need to be registered in the Customer's Tenant, a process which includes a verification step. These FQDN's are sub-domains of the domains of the domains of the SBC's on the Supplier's network. The FQDN's will be used by the Microsoft Phone System for routing calls between End Users and the SBC's on the Supplier's network. The Supplier reserves the right to charge the Customer for registering the FQDN's in the Customer Tenant, where the Customer has not registered the FQDN's.

DEMARICATION OF RESPONSIBILITIES

- 4.13 Unless specified otherwise in the Order, the Supplier shall not be responsible for any aspect of the supply, administration, provisioning, security or support of the Customer's Microsoft 365 environment, beyond providing a guide to the required initial configuration of the Customer's Microsoft Tenant, in order to enable connectivity to the Network and performance of service acceptance testing. Responsibility for performing this configuration will lie with the Customer.
- 4.14 Unless specified otherwise in the Order, the Supplier shall not be responsible for any of the following aspects of the Customer's Microsoft 365 environment;
- 4.14.1 Microsoft Phone System configuration and management;
 - 4.14.2 Microsoft Teams configuration and management;
 - 4.14.3 Microsoft 365 configuration and management; or
 - 4.14.4 End User data in the Customer Microsoft 365 Tenant

similarly, the Supplier shall not be responsible for any third party internet access that the Customer may choose to procure for the purpose of enabling access to the Microsoft 365 network. The Supplier reserves the right to charge the Customer for any configuration carried out on the Customer's Microsoft 365 environment necessary for provision of the Direct Routing Service.

EXCEPTIONS

- 4.15 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.
- 4.16 FAX is not supported.
- 4.17 The Supplier does not accept any Dialler traffic and will take efforts to remove such traffic if/when detected. This is based on the operational need to safeguard the Network and ensure that optimum service levels remain available to all customers across the Network. In addition, following Ofcom guidelines regarding nuisance, silent and abandoned calls it is considered to be a regulatory requirement which must be adhered to.

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- 4.18 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%.
- 4.19 In addition, the Supplier actively monitors all SIP traffic and will respond to Endpoints that exhibit ‘dealer like’ call patterns. In the first instance this will mean the Supplier will contact the Customer to help resolve the situation by reducing capacity and agreeing a resolution timeframe, however this does not preclude the Supplier from barring the Endpoint without notification to the Customer in extreme circumstances.

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 Direct Routing Service that the calling party (“A-Number”) be validated to confirm the format and ensure that the number is hosted on the platform, 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 If the A-Number is a number that has not been allocated to the Endpoint or where it is missing a valid numerical CLI, it will be automatically overwritten with an agreed default number. This default number is known as the Network CLI and will be the number allocated to the Endpoint.
- 5.7 In the event that the Customer wishes to present an A-Number that is not allocated to its Endpoint, the following provisions apply;
- 5.7.1 the Customer must procure that the A-Number is of a national significant format, is allocated to it and it possesses all necessary permissions in respect of the lines in question;
- 5.7.2 the Customer must procure that where the A-Number is not allocated to it, it has written consent from the allocated owner for its use as an A-Number and that such consent has not been withdrawn;
- 5.7.3 the Customer must procure that under the terms of the CLI code of practice the A-Number must be a number that is allocated to the Customer, is in use, connected to a terminal and capable of receiving calls;
- 5.7.4 the Customer acknowledges that the Supplier has the right to suspend or withdraw use of the Direct Routing Service if it is subsequently found that the Customer is in breach of paragraphs 5.7.1 through to 5.7.3 and hereby indemnifies the Supplier

against any claims arising as a result of any such breach, and;

- 5.7.5 the Customer shall upon reasonable request from the Supplier provide all reasonable evidence as the Supplier may require so as to audit and monitor the Customer’s adherence with this paragraph 5.7.
- 5.8 Non-Geographic Numbers specifically 03 and 08, are supported with the Direct Routing 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.

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 FMS will monitor the Customer spend systematically polling the CDR’s and rating them accordingly. The accumulated total from when the FMS started will be monitored and when the total reaches the warning threshold (typically configured at 85% of the maximum spend) the FMS will generate a warning email and SMS, where configured to do so.
- 6.3 The Supplier shall notify the Customer if potentially fraudulent activity is detected, to enable the Customer to investigate. The FMS will continue to monitor the spend until it breaches either the 24hr or 7-day tracking threshold, at which point a “All Calls Barred” action will be automatically placed on the Endpoint and no further outbound calls will be possible.
- 6.4 The FMS will automatically generate a further email and SMS (where configured) detailing the fact that the Endpoint has breached its limit together with the current spend before call barring became effective.
- 6.5 Once the Endpoint has breached its limit and call barring has been applied, it will remain in this state until the Customer requests that the Supplier removes the call barring. However the following shall apply:
- 6.5.1 calls to the Emergency Services will be unaffected;
- 6.5.2 operational requirements including scheduled polling, mediation and activation logic mean that call barring can take up to an hour to take effect. Therefore the final spend may exceed the configured spend limit;
- 6.5.3 all calls originating from the Endpoint will be included in the aggregated spend.

SIP TRUNK CALL MANAGER

- 6.6 The following features are provided as part of the Direct Routing Service through the SIP Trunk Call Manager service, and once configured by the Supplier, can be managed on-line by the Customer through the control panel.

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- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.
- DEFAULT ROUTING**
- 6.11 The Customer can use the default routing in place of a numbered destination if the call is to be routed directly back to the Endpoint, which is the default provisioning of any new number associated to the Endpoint enabled within the SIP Trunk Call Manager service.
- DESTINATION CONTROL**
- 6.12 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**
- 6.13 The Customer can set up specific call routing to be applied according to the day of the week from Monday to Sunday.
- TIME CONTROL**
- 6.14 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**
- 6.15 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.
- 6.16 Divert on no answer will take effect according to the pre-defined 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 pre-define 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**
- 6.17 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.
- ADVANCED STATISTICS**
- 6.18 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.
- 6.19 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**
- 6.20 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**
- 6.21 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**
- 6.22 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**
- 6.23 The below outlines how SIP Trunk Call Manager treats an inbound call, from a billing perspective, when assigned to a call plan.
- 6.23.1 Inbound call terminated to SIP = free of charge
- 6.23.2 Inbound call terminated to call control function and then to an on-net number (number associated with Endpoint) = free of change
- 6.23.3 Inbound call diverted to an on-net number (number associated with Endpoint) = free of charge
- 6.23.4 Inbound call diverted to an off-net number (third-party Endpoint, ISDN, mobile, NGN etc) = changeable, in relation to associated rate card.

NUMBER AVAILABILITY

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- 6.24 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**
- 6.25 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**
- 6.26 All numbers provisioned must terminate to a valid destination from the following options:
- 6.26.1 Endpoint
 - 6.26.2 UK fixed line geographic number (01 or 02)
 - 6.26.3 UK 03, 080x, 050x number
 - 6.26.4 UK mobile number (please note that international roaming may affect the service)
 - 6.26.5 International number (on request and at discretion of the Supplier)
 - 6.26.6 An 084 or 087 number (on request and at discretion of the Supplier)
 - 6.26.7 SIP Trunk Call Manager system announcement (where applicable)
 - 6.26.8 SIP Trunk Call Manager system announcement (where applicable)
- The following 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.
- 6.27 All 01 and 02 inbound termination are inclusive with the rental fees, only new 03 traffic will qualify as being inclusive.
- CALL BARRING**
- 6.28 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.
- 6.29 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.
- 7. EMERGENCY SERVICES 999/112 RESPONSIBILITIES**
- 7.1 The Direct Routing Service supports 999/112 emergency call services, and such calls will be routed to the national emergency call handling agents. However, the Direct Routing Service does not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of the Customer's connectivity to the Internet for whatever reason. In such circumstances the Customer should use their PSTN line to make the emergency call.
- 7.2 It may on occasion not be possible for emergency services personnel to identify the Customer's location and telephone number so this information should be stated promptly and clearly by the Customer when making such a call.
- 7.3 The Customer shall ensure that Emergency Services Address Information is provided in respect of each in service number.
- 7.4 The Customer acknowledges and agrees that the Direct Routing Service constitutes and is purchased as a private service for use with certain previously identified specific applications which, as regards public emergency call services, confers only limited service at agreed defined locations and it is not a full public service.
- 8. PRICING AND PAYMENT**
- 8.1 This paragraph 8 is supplemental to clause 6 of the General Conditions and in the event that this paragraph 8 expressly conflicts with clause 6 of the General Conditions, this paragraph shall take precedence.
- 8.2 The Supplier shall invoice the Customer for the Charges in respect of the Direct Routing Service set out in paragraph 8.3, in the amounts as specified in the Order and as varied pursuant to this Agreement.
- 8.3 Unless stated otherwise in an applicable Order, the Supplier shall invoice the Customer for the following:
- 8.3.1 connection and Installation Charges, on or after the date of Connection for any work carried out;
 - 8.3.2 Recurring Charges, except Usage Charges, monthly in advance;
 - 8.3.3 Usage Charges, monthly in arrears, calculated at the then current Tariffs;
 - 8.3.4 any Charges for Hardware and/or Software, which shall apply from the date of delivery; and,
 - 8.3.5 any Termination Charges upon termination of the Direct Routing Service
- for any period where the Direct Routing Service are provided for less than a month, the Recurring Charges will be calculated on a daily basis.
- 8.4 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.
- 8.5 The Supplier may also invoice for the following Charges in addition to those set out in the Order:
- 8.5.1 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;
 - 8.5.2 commissioning the Direct Routing 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;
 - 8.5.3 restoring the Direct Routing Service if the Direct Routing Service has been suspended in accordance with clause 7 of the General Conditions;
 - 8.5.4 cancelling the Direct Routing Service in accordance with clause 8 of the General Conditions;
 - 8.5.5 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.

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- 8.6 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.
- 8.7 Charges for Calls made by the Endpoint are invoiced monthly in arrears.
- 8.8 All Charges payable to the Supplier for traffic routed via the Endpoint to be used with the Direct Routing 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.

9. TERMINATION

- 9.1 This paragraph 9 is supplemental to Clause 2 and 8 of the General Conditions and in the event that this paragraph 9 conflicts with Clause 2 and 8 of the General Conditions, this paragraph shall take precedence.
- 9.2 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 Direct Routing Service following expiry of the Minimum Term will be subject to the Supplier's standard published Tariffs.
- 9.3 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:
 - 9.3.1 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
 - 9.3.2 within the Transfer Period.

For the avoidance of doubt, the Customer shall not have a right to terminate the Agreement pursuant to clause 9.3.1 where the Supplier varies the Charges pursuant to paragraph 15.1 and/or 15.2.
- 9.4 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 9.3.1, the Customer shall be deemed to have waived its right to terminate pursuant to paragraph 9.3.1. The Customer's continued use of the Services shall be deemed acceptance if such changes.
- 9.5 If a Customer terminates the Agreement pursuant to paragraph 9.2 or 9.3 above, the Customer shall not be liable for any Termination Charges.
- 9.6 Notwithstanding paragraph 9.5, 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.

10. SERVICE CARE LEVELS

- 10.1 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 10 and Schedule 4.1, this paragraph 10 shall take precedence.

SERVICE AVAILABILITY

- 10.2 The Supplier does not guarantee that the Direct Routing Service will be continuously available or free from service failures, however the Supplier makes certain commitments as to the Direct Routing Service as set forth in paragraphs 10.3 through to 10.7 below.
- 10.3 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 Direct Routing Endpoint	99.99%	99.95%

- 10.4 Core functions are defined as switching infrastructure, transmission equipment and core network, the service that supports call routing and termination.
- 10.5 Non-Core functions include the Supplier's support systems, access to the portal and feature based services such as Call Divert.
- 10.6 Service Availability is calculated as follows:

$$\frac{\text{Total number of minutes in the measurement period} - \text{unplanned downtime} \times 100}{\text{Total number of minutes in the measurement period}}$$
- 10.7 If the Direct Routing Service is partially available the Unplanned Downtime shall be calculated in equal proportion i.e., if the Direct Routing Service is 50% available then the unplanned downtime will be calculated as 50% x elapsed period of the incident.

11. ADDITIONAL SUPPORT SERVICES

- 11.1 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 Direct Routing Service undertaken by the Supplier by way of Professional Services provided upon implementation.
- 11.2 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.

12. CUSTOMER DATA

- 12.1 Following cancellation of a Product or termination of the Agreement, the Customer shall have a period of ninety (90)

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days in which to migrate Customer Data. However, where the Direct Routing Service or part thereof is suspended by the Supplier and subsequently terminated, the Customer agrees that the Supplier may delete the Customer Data immediately.

- 12.2 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.

13. INTELLECTUAL PROPERTY

- 13.1 Except for any Use Rights applicable to the Direct Routing Service as expressly granted under the Agreement, the Customer shall not acquire in any way, any title, rights of ownership, or Intellectual Property Rights whatever nature in the Direct Routing 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.

14. PROFESSIONAL SERVICES

- 14.1 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)**.

15. CHANGES

PERMITTED CHANGES

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

- 15.1.1 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;
- 15.1.2 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
- 15.1.3 where such changes are directly imposed or caused by the Applicable Law the Supplier shall be entitled to increase all or any relevant Charges.

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

- 15.2.1 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;
- 15.2.2 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;

- 15.2.3 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;

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

- 15.2.5 variations that are made at the request of the Customer;

- 15.2.6 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

- 15.2.7 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

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

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

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

- 15.3.3 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 15.1;

- 15.3.4 remove and/or replace some or all of the Equipment;

- 15.3.5 place limits on use of the Services (without prejudice to paragraph 15.3.7);

- 15.3.6 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;

- 15.3.7 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 15.2.1); or

- 15.3.8 the Supplier may change the Agreement, Services or Charges for a reason other than those specified in paragraph 15.1 to 15.3 (inclusive).

- 15.4 If a change to Charges under paragraph 15.3 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

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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.

- 15.5 If a change under paragraph 15.3 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

- 15.6 Where the Supplier is making changes to Services under paragraph 15.1 or 15.2 (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.
- 15.7 Where the Supplier is making a change to the Agreement, Services or Charges under paragraph 15.3, and such change results in the Customer having a right to terminate pursuant to paragraph 15.4 or 15.5, 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).
- 15.8 The Supplier will provide notice to the Customer pursuant to paragraph 15.6 and/or 15.7 by email, on the Customer's invoice, the Chess Customer Portal and/or on its website www.chessICT.co.uk.
- 15.9 Where the Customer does not provide notice of cancellation within the 30-day period detailed at clause 15.4 or 15.5 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;

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;

CDR means call detail record;

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 Direct Routing Service.

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

Customer Tenant Sub-Domain means the sub-domain, as allocated by the Supplier to the Endpoint on behalf of the Customer to enable the routing of calls;

Direct Routing Service means the services set forth in this Schedule 3.10;

DNS is the unique reference FQDN Fully Qualified Domain Name;

End Users means anyone permitted by the Customer to use or access the Direct Routing Service;

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

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;

FQDN means fully qualified domain name;

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 Direct Routing 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;

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

IP Address means a unique number on the internet or a network card or controller that identifies a device and is visible by all other devices on the Internet;

Microsoft means Microsoft UK;

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 Direct Routing Service or applicable part thereof, which is invoiced repeatedly in every billing period as set out in the Order;

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

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;

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 Direct Routing Service or applicable part thereof that are calculated by multiplying the number of units (voice minutes) for the Direct Routing 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;