

Master Services Agreement – Reseller – V1.11

THE RESELLER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF clause 12.

1. INTERPRETATION

1.1 Definitions:

1.2 The following words shall have the following meanings in these Conditions and the Service Documents:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Reseller for the supply of the Services in accordance with clause 9.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.4.

Contract: the contract between Voip-Unlimited and the Reseller for the supply of Goods and/or Services in accordance with the terms of the Service Documents.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Delivery Location: has the meaning given to it in clause 4.2

End User: a third party person who may receive from the Reseller or from Voip-Unlimited at the Reseller's instruction all or part of the Goods and Services supplied by VOIP-Unlimited to the Reseller under the Contract.

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by a party to the Contract or companies in the same group as that party); non-performance by Voip-Unlimited's or subcontractors (other than by companies in the same group as a party to the Contract); interruption or failure of utility service.

Goods: the goods (or any part of them) set out in the Order as being supplied and sold to the Reseller and shall not include Voip-Unlimited's Materials.

Goods Specification: any specification for the Goods including any relevant plans or drawings, that is agreed in writing by the Reseller and Voip-Unlimited.

Initial Term: shall mean the minimum term for which the Services are contracted to be provided by Voip-Unlimited as set out in the Service Order Form and / or the relevant Service Schedule.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Loss: costs, expenses (including Voip-Unlimited's management time calculated at a reasonably hourly rate), claims, loss or damage incurred or suffered by Voip-Unlimited or for which Voip-Unlimited may become liable (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill)

Order: the Reseller's order for the supply of Goods and /or Services as set out in the Reseller's Service Order Form and or the Order Form.

Portal: <http://portal.voip-unlimited.net/> or such other website as Voip-Unlimited may notify the Reseller from time to time at which Voip-Unlimited publishes procedures, guidelines, manuals, standard instructions and other information concerning the provision of the Services.

Reseller: the person or firm who purchases the Goods and/or Services from Voip-Unlimited as stated on the Service Order Form/Order form.

Reseller Default: has the meaning set out in clause 8.3.

Services: the services supplied by Voip-Unlimited to the Reseller as set out in the Service Order Form and relevant Service Schedule.

Service Documents: refers to the following documents:

- (a) These Conditions;
- (b) The relevant Service Schedule as indicated on the Service Order Form;
- (c) The Service Order Form; and
- (d) Voip-Unlimited's Price Lists and Tariffs

Service Order Form: shall mean the document signed by the Reseller that provides the required information for the provision of Services or Products or Equipment by Voip-Unlimited.

Service Schedules: the

- (a) SIP Service Schedule;
- (b) Ethernet Service Schedule;
- (c) Wholesale Line Rental Schedule;
- (d) Broadband Service Schedule;
- (e) VoIP Exchange Service Schedule; and
- (f) Domain Service Schedule

as published on Voip-Unlimited's website at the Portal from time to time and / or annexed to this Master Service Agreement and in the case of conflict between any version of the Service Schedules published on the Portal and those annexed to this agreement, the versions annexed to this agree shall prevail.

Unacceptable use of the Services: means the use of the Services in such manner that is, or causes Voip-Un Limited to reasonably suspect that the Services are being used in, an unreasonable, abusive or improper manner to include, without limiting the generality of the foregoing, the use of the Services:

- (i) in a fraudulent and / or criminal manner;
- (ii) in any illegal manner;
- (iii) for conduct which constitutes harassment of any party;
- (iv) for the transmission of material which is defamatory, offensive or of an obscene or menacing nature;
- (v) in a manner which constitutes a violation or infringement of the rights of any person;
- (vi) for the purpose of mis selling including but not limited to the practices commonly referred to as "slamming" and "spamming";
- (vii) in a manner which causes or is likely to cause unreasonable congestion of Voip-Unlimited's network including, without limiting the generality of the foregoing, the use of automated dialling equipment, dialling sequential numbers and / or the dialling of telephone numbers that do not exist;
- (viii) any activity on the Reseller's account which is reasonably perceived as Artificially Inflated Traffic;
- (ix) comprises more than one call exceeding four hours in duration in any twenty-four-hour period;
- (x) Exceeding 2 x E1s allocation per Reseller when purchasing any "Unlimited" product.

Voip-Unlimited: Voip-Un Limited registered in England and Wales with company number 05225497.

Voip-Unlimited Materials: all materials, equipment, documents and other property of Voip-Unlimited lent by Voip-Unlimited to the Reseller for the purpose of using the Services.

Voip-Unlimited's Price Lists and Tariffs: Voip-Unlimited's Price List per Service Type and Call Tariffs as published on the Portal as at the date of the Service Order Form or as set out on the Service Order Form and in the case of conflict between the Portal and the Service Order Form, the Service Order Form shall prevail.

1.3 **Interpretation:**

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
- (b) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (c) Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (d) A reference to **writing** or **written** includes fax and email.
- (e) A reference to the **relevant Service Schedule** shall be to the Service Schedule applicable to the Contract as indicated on the Service Order Form.

2. **BASIS OF CONTRACT**

- 2.1 The Order constitutes an offer by the Reseller to purchase Goods and/or Services in accordance with the terms of the Service Documents.
- 2.2 The Order shall only be deemed to be accepted when Voip-Unlimited issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Voip-Unlimited, and any descriptions of the Goods or illustrations or description of the Services contained in Voip-Unlimited's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Reseller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by Voip-Unlimited shall not constitute an offer, and is only valid for a period of twenty Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. **GOODS**

- 3.1 The Goods are described in the Goods Specification.
- 3.2 The Voip-Unlimited reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.
- 3.3 The Goods do not include the Voip-Unlimited Materials which shall remain the property of Voip-Unlimited at all times

4. **DELIVERY OF GOODS**

- 4.1 Voip-Unlimited shall ensure that:
 - (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Reseller and Voip-Unlimited reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) if Voip-Unlimited requires the Reseller to return any packaging material to Voip-Unlimited, that fact is clearly stated on the delivery note. The Reseller shall make any such packaging materials available for

collection at such times as Voip-Unlimited shall reasonably request. Returns of packaging materials shall be at Voip-Unlimited's expense.

- 4.2 Voip-Unlimited shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Voip-Unlimited notifies the Reseller that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Voip-Unlimited shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Reseller's failure to provide Voip-Unlimited with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If Voip-Unlimited fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Reseller in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Voip-Unlimited shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Reseller's failure to provide Voip-Unlimited with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If the Reseller fails to accept or take delivery of the Goods within ten Business Days of Voip-Unlimited notifying the Reseller that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Voip-Unlimited's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the eleventh Business Day following the day on which Voip-Unlimited notified the Reseller that the Goods were ready; and
 - (b) Voip-Unlimited shall store the Goods until delivery takes place, and charge the Reseller for all related costs and expenses (including insurance).
- 4.7 If thirty Business Days after Voip-Unlimited notified the Reseller that the Goods were ready for delivery the Reseller or its End User has not accepted delivery of them, Voip-Unlimited may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Reseller for any excess over the price of the Goods or charge the Reseller for any shortfall below the price of the Goods.

5. **QUALITY OF GOODS**

- 5.1 Voip-Unlimited warrants that on delivery the Goods shall:
- (a) conform in all material respects with the Goods Specification;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) be fit for any purpose held out by Voip-Unlimited.
- 5.2 Subject to clause 5.3, if:
- (a) the Reseller gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) Voip-Unlimited is given a reasonable opportunity of examining such Goods; and
 - (c) the Reseller (if asked to do so by Voip-Unlimited) procures the return of such Goods to Voip-Unlimited's place of business at Voip-Unlimited's cost,

Voip-Unlimited shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 5.3 Voip-Unlimited shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- (a) the Reseller or any End User makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - (b) the defect arises because the Reseller or any End User failed to follow Voip-Unlimited's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - (c) the defect arises as a result of Voip-Unlimited following any drawing, design or Goods Specification supplied by the Reseller;
 - (d) the Reseller or End User alters or repairs such Goods without the written consent of Voip-Unlimited;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, Voip-Unlimited shall have no liability to the Reseller in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Voip-Unlimited under clause 5.2.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Reseller on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Reseller until Voip-Unlimited receives payment in full (in cash or cleared funds) for the Goods and any other goods that Voip-Unlimited has supplied to the Reseller in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Reseller, the Reseller shall or the Reseller shall procure that the End User shall:
- (a) store the Goods separately from all other goods held by the Reseller or End User so that they remain readily identifiable as Voip-Unlimited's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Voip-Unlimited's behalf from the date of delivery;
 - (d) notify Voip-Unlimited immediately if it becomes subject to any of the events listed in clause 13.4; and
 - (e) give Voip-Unlimited such information relating to the Goods as Voip-Unlimited may require from time to time.
- 6.4 If before title to the Goods passes to the Reseller the Reseller becomes subject to any of the events listed in clause 13.4, then, without limiting any other right or remedy Voip-Unlimited may have:
- (a) the Reseller's right to resell Goods or use them in the ordinary course of its business (including by an End User) ceases immediately; and
 - (b) Voip-Unlimited may at any time:
 - (i) require the Reseller to deliver up or procure the delivery up of all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

- (ii) if the Reseller fails to do so promptly, enter any premises of the Reseller or any End User or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

- 7.1 Voip-Unlimited shall supply the Services to the Reseller or to any End User on behalf of the Reseller where directed to do so by the Reseller in accordance with the specification set out in the Service Order Form in all material respects and on the terms of the Service Documents.
- 7.2 Voip-Unlimited shall use all reasonable endeavours to meet any lead times specified in the Service Documents, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 7.3 Voip-Unlimited shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Voip-Unlimited shall notify the Reseller in any such event.
- 7.4 Voip-Unlimited warrants to the Reseller that the Services will be provided using reasonable care and skill.
- 7.5 The Reseller acknowledges and agrees that:
 - (a) the provision of the Services, including without limitation, the commencement date of provision of the Services is dependent on the actions of third party service providers that are not controlled by Voip-Unlimited. Voip-Unlimited accepts no liability for delay in provision caused by third parties; and
 - (b) provision of the Services is dependent on the Reseller providing complete and correct information, as identified in the Order; and
 - (c) it shall procure the maintenance of all third party equipment and / or services not provided by Voip-Unlimited but required for the provision of the Services and such third party items and / or services are to be the responsibility of the Reseller and are not supported by Voip-Unlimited.
- 7.6 Should the Reseller require equipment to be shipped outside of the UK after ordering, the Reseller is responsible for all charges associated with such shipment and the equipment shall be at the Reseller's risk during shipment.
- 7.7 The Reseller shall indemnify and keep indemnified Voip-Unlimited against any Loss which Voip-Unlimited may incur or may be established against it by reason of any claim against Voip-Unlimited by any third party (including any End User) arising out of or in connection with:
 - (a) the use of the Goods or Services by the Reseller or any End User; and/ or
 - (b) any breach by the Reseller or any End User of the terms of the Contract.

8. RESELLER'S OBLIGATIONS

- 8.1 The Reseller shall and shall procure that any End User shall:
 - (a) ensure that the terms of the Order and any information it provides in the Service Order Form and Goods Specification are complete and accurate;
 - (b) co-operate with Voip-Unlimited in all matters relating to the Services;
 - (c) provide Voip-Unlimited, its employees, agents, consultants and subcontractors, with access to the Reseller's premises, office accommodation and other facilities as reasonably required by Voip-Unlimited;
 - (d) provide Voip-Unlimited with such information and materials as Voip-Unlimited may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) prepare the any premises for the supply of the Services as required (if applicable);
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - (g) keep and maintain all of Voip-Unlimited's Materials at the premises to which Services are supplied in safe custody at its own risk, maintain Voip-Unlimited Materials in good condition until returned to Voip-

Unlimited, and not dispose of or use Voip-Unlimited Materials other than in accordance with Voip-Unlimited's written instructions or authorisation;

- (h) comply with any additional obligations as set out in the Service Documents; and
- (i) promptly report any faults in the Services in accordance with Voip-Unlimited's fault reporting procedures as published on the Portal from time to time and available on request;
- (j) Comply with any reasonable instructions or regulations issued by Voip-Unlimited to the Reseller concerning the Reseller's use or End User's use of the Services;
- (k) Maintain or procure the maintenance of all third party equipment required for the provision of the Services by Voip-Unlimited.
- (l) Promptly on request provide to Voip-Unlimited (free of charge) any information which Voip-Unlimited may require to enable it to proceed with the performance of its obligations under the Contract including any information which Voip-Unlimited may reasonably request for the purposes of credit verification and debt collection. The Reseller permits Voip-Unlimited to use such information and to provide it to third parties acting on behalf of Voip-Unlimited for such purposes; and
- (m) Comply at all times with all laws and obligations applicable to it and the use of the Services by it
- (n) Not use or permit the use of the Services in any manner which would constitute an Unacceptable use of the Services;
- (o) Take all steps necessary to ensure that the Services and not used in any manner which would constitute an Unacceptable use of the Services;
- (p) Inform Voip-Unlimited as soon as the Reseller becomes aware of or suspects any fraudulent or Unacceptable use of the Services;
- (q) Comply with the terms of the relevant Service Schedule and any obligations on the Reseller contained therein;
- (r) The Reseller will take all reasonable steps to ensure that their and any End User's systems are secure and in good working order, including but not limited to ensuring:
 - (i) networks are adequately protected from being accessed by unauthorised third parties, whether by the installation of an appropriate firewall or otherwise; and
 - (ii) any hardware installed by or on behalf of the Reseller or any End User is installed in such a manner that it was secure from access by unauthorised third parties;
- (s) The Reseller shall ensure that it or any End User possess any licences or other authorisations required to play any "hold music" provided to any third party in connection with its use of the Services.

8.2 The Reseller will promptly provide to Voip-Unlimited (free of charge) any information which Voip-Unlimited may require to enable it to proceed with the performance of its obligations under the Contract including, without limitation:

- (i) any information requested by an order, instruction or request of Government, an emergency services organisation or other competent administrative or regulatory authority; and
- (ii) Any information which Voip-Unlimited may reasonably request for the purpose of credit verification and debt collection.

8.3 If Voip-Unlimited's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Reseller or any End User or failure by the Reseller or any End User to perform any relevant obligation (**Reseller Default**):

- (a) Voip-Unlimited shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Reseller procures the remedy of the Reseller Default, and to rely on the Reseller Default to relieve it from the performance of any of its obligations to the extent the Reseller Default prevents or delays Voip-Unlimited's performance of any of its obligations;

- (b) Voip-Unlimited shall not be liable for any Loss sustained or incurred by the Reseller or any End User arising directly or indirectly from Voip-Unlimited's failure or delay to perform any of its obligations as set out in this clause 8.3; and
- (c) the Reseller shall reimburse Voip-Unlimited on written demand for Loss sustained or incurred by Voip-Unlimited arising directly or indirectly from the Reseller Default.

9. CREDIT CHECKS

9.1 The Reseller agrees that:

- (a) When the Reseller applies to Voip-Unlimited to open an account, Voip-Unlimited may check the following records about the Reseller and its business partners:
 - (i) Voip-Unlimited's own;
 - (ii) Personal and business records at credit reference agencies (CRAs). When CRAs receive a search from Voip-Unlimited they will place a search footprint on the Reseller's business credit file that may be seen by other parties including lenders. They supply to Voip-Unlimited both public (including the electoral register) and shared credit and fraud prevention information; and
 - (iii) those at fraud prevention agencies (FPAs);
- (b) For directors, Voip-Unlimited may seek confirmation, from credit reference agencies, that the residential address provide is the same as that shown on the restricted register of directors' usual addresses at Companies House;
- (c) Voip-Unlimited may make checks such as assessing the Reseller's application and verifying identities to prevent and detect crime and money laundering. Voip-Unlimited may also make periodic searches at CRAs and FPAs to manage the Reseller's account with it;
- (d) Information on applications will be sent to CRAs and will be recorded by them. Including information on the Reseller's business and its proprietors and CRAs may create a record of the name and address of the Reseller's business and its proprietors if there is not one already. Where the Reseller borrows from us, we will give details of the Reseller's accounts and how the Reseller manages it/them to CRAs;
- (e) If the Reseller borrows and does not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Reseller's whereabouts and recover debts that the Reseller owes. Records remain on file for 6 years after they are closed, whether settled by the Reseller or defaulted;
- (f) If the Reseller gives Voip-Unlimited false or inaccurate information and Voip-Unlimited suspect or identifies fraud Voip-Unlimited will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention;
- (g) If the Reseller has borrowed from Voip-Unlimited and does not make payments that it owes Voip-Unlimited, Voip-Unlimited may trace the Reseller's whereabouts and recover debts;
- (h) Voip-Unlimited and other organisations may access and use from other countries the information recorded by fraud prevention agencies; and
- (i) The Reseller's data may also be used for other purposes for which the Reseller gives specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

10. CHARGES AND PAYMENT

- 10.1 The price for the Goods shall be the price set out in the Service Order Form. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Reseller when it pays for the Goods.
- 10.2 The Charges for the Services shall be as set out on the Service Order Form and the Service Documents.

- 10.3 Save in respect of Call Tariffs in respect of which see clauses 10.6 and 10.7 hereof, Voip-Unlimited reserves the right to increase its charges set out on Voip-Unlimited's Price Lists and Tariffs, provided that such charges cannot be increased more than once in any three-month period. Voip-Unlimited will give the Reseller written notice of any such increase at least one month before the proposed date of the increase. If such increase is not acceptable to the Reseller, it shall notify Voip-Unlimited in writing within one month of the date of Voip-Unlimited's notice and Voip-Unlimited shall have the right without limiting its other rights or remedies to terminate the Contract by giving six months' written notice to the Reseller.
- 10.4 If the Reseller does not notify Voip-Unlimited in accordance with clause 10.3 hereof it shall be deemed to have accepted the increase in charges and shall not be entitled to object to the same
- 10.5 For the avoidance of doubt the Reseller acknowledges that it has sole responsibility for all charges relating to the use of the Services including whether such use is authorised, unauthorised, fraudulent and / or by an End User.
- 10.6 The Reseller accepts that the Call Tariffs set out in Voip-Unlimited's Price Lists and Tariffs are set by Voip-Unlimited by reference to the telecommunication tariffs of third parties which Voip-Unlimited pays to provide the Services to the Reseller (insofar as the applicable Services are being provided to the Reseller by Voip-Unlimited). Those third party tariffs are not controlled by Voip-Unlimited and are subject to increase or decrease at any time.
- 10.7 Due to the circumstances set out at clause 10.6 hereof the Reseller agrees that, at any time during the term of the Contract, Voip-Unlimited may increase or decrease its Call Tariff charges as set out on the Call Tariffs within Voip-Unlimited's Price Lists and Tariffs and the Reseller shall pay such increased or decreased rate in the Call Tariff charges.
- 10.8 Voip-Unlimited shall endeavour to notify the Reseller of any change in the Call Tariff charges within a reasonable time of any change but failure by Voip-Unlimited to notify the Reseller shall not affect the Reseller's liability to pay the Charges or entitle the Reseller to any remedy from Voip-Unlimited.
- 10.9 Voip-Unlimited shall invoice for any usage charges monthly in arrears and any fixed charges monthly or quarterly or yearly in advance as specified on the Services Order Form. Invoices and detailed information on any applicable usage may be sent by email at Voip-Unlimited's discretion.
- 10.10 In respect of the Goods, Voip-Unlimited shall invoice the Reseller on or at any time after the date of the Order.
- 10.11 Usage charges for a given billing period will be calculated by reference to the appropriate band of Voip-Unlimited's tariff structure which is available for inspection upon request.
- 10.12 The Reseller shall pay each invoice submitted by Voip-Unlimited:
- (a) within twenty-one days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by Voip-Unlimited; and
 - (c) through a direct debit arrangement on or about the twenty third day of the month of invoice, any deviation to this must first be agreed in writing to Voip-Unlimited and said deviation will be subject to a monthly charge of £5; and
 - (d) time for payment shall be of the essence of the Contract.
- 10.13 In the event that a legitimate direct debit charge cannot be collected a £30 administration fee will be charged to the Reseller's account. In addition, at Voip-Unlimited's discretion and without prejudice to any other rights it may have under the Contract or otherwise, the supply of the Services may be suspended. If the provision of the Supply of Services is suspended for any breach of the Contract by the Reseller and subsequently re-instated at the absolute discretion of Voip-Unlimited, a £30 Reinstatement fee will be paid by the Reseller.
- 10.14 All amounts payable by the Reseller under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Voip-Unlimited to the Reseller, the Reseller shall, on receipt of a valid VAT invoice from Voip-Unlimited, pay to Voip-Unlimited such additional amounts in respect of VAT as are chargeable

on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

- 10.15 If the Reseller fails to make any payment due to Voip-Unlimited under the Contract by the due date for payment, then the Reseller shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Reseller shall pay the interest together with the overdue amount.
- 10.16 The Reseller shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Voip-Unlimited may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Reseller against any amount payable by Voip-Unlimited to the Reseller.
- 10.17 Usage charges shall be calculated by reference to data recording or logged by Voip-Unlimited.
- 10.18 For the avoidance of doubt, the Reseller shall be liable for all and any telecommunication charges payable to any third party arising out of the Reseller's use of the Services.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Voip-Unlimited.
- 11.2 The Reseller acknowledges that, in respect of any third party Intellectual Property Rights, the Reseller's use of any such Intellectual Property Rights is conditional on Voip-Unlimited obtaining a written licence from the relevant licensor on such terms as will entitle Voip-Unlimited to license such rights to the Reseller.
- 11.3 All Voip-Unlimited Materials are the exclusive property of Voip-Unlimited.

12. LIMITATION OF LIABILITY: THE RESELLER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 Nothing in the Contract shall limit or exclude Voip-Unlimited's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (e) defective products under the Consumer Protection Act 1987; or
 - (f) or any other liability which cannot be limited or excluded by applicable law.
- 12.2 Subject to clause 12.1, Voip-Unlimited shall not be liable to the Reseller, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;

- (f) loss of damage to goodwill; and
 - (g) any indirect or consequential loss.
- 12.3 Subject to clause 8.1, Voip-Unlimited's total liability to the Reseller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to:
- (a) 100% of the fixed charges payable under the Contract during the Initial Term as set out in the Service Documents; or
 - (b) if that sum is not calculable for any reason, the sum of £10,000 (ten thousand pounds).
- 12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.5 This clause 12 shall survive termination of the Contract.

13. TERMINATION AND SUSPENSION

- 13.1 Upon expiry of the Initial Term Voip-Unlimited shall continue to supply the Services to the Reseller on the terms of the Contract subject to the rights of either party to terminate or suspend the Contract as set out in this clause 13.
- 13.2 Without limiting its other rights or remedies, Voip-Unlimited may terminate the Contract by giving the Reseller at least three months' written notice provided that such notice will only be effective if it expires after expiry of the Initial Term.
- 13.3 Without limiting its other rights or remedies, the Reseller may at any time after commencement of the Initial Term terminate all or some only of the Services provided under the Contract by giving Voip-Unlimited written notice of a length at least equal to the:
- (a) the length of notice set out in the relevant Service Schedule in respect of the Service(s) being terminated; or
 - (b) if no length of notice is specified, three months' notice;
- provided that any such notice will only be effective if it expires after expiry of the Initial Term.
- 13.4 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - (d) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

- 13.5 Without limiting its other rights or remedies, Voip-Unlimited may terminate the Contract with immediate effect by giving written notice to the Reseller if:
- (a) the Reseller fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
 - (b) there is a change of Control of the Reseller;
 - (c) Voip-Unlimited reasonably suspects Unacceptable use of the Services;
 - (d) Voip-Unlimited reasonably suspects that the Services are being used in a way prohibited by the terms of the Service Documents; or
 - (e) If any licence or other agreement required for Voip-Unlimited to supply the Services expires or is revoked through no fault of Voip-Unlimited.
 - (f) the results of any survey of the Reseller's site by Voip-Unlimited shows the Reseller's site to be unsuitable for the Services in Voip-Unlimited's opinion acting reasonably.
- 13.6 Without limiting its other rights or remedies, Voip-Unlimited may suspend provision of the Services or all further deliveries of Goods under the Contract or any other contract between the Reseller and Voip-Unlimited if:
- (a) the Reseller becomes subject to any of the events listed in clause 13.3 13.4(a) to clause 13.4(c) or Voip-Unlimited reasonably believes that the Reseller is about to become subject to any of them; or
 - (b) or if the Reseller fails to pay any amount due under the Contract on the due date for payment; or
 - (c) or if Voip-Unlimited reasonably suspects Unacceptable Use of the Services; or
 - (d) required for Voip-Unlimited's operational reasons or in the case of emergency.

14. CONSEQUENCES OF TERMINATION AND SUSPENSION

- 14.1 On termination of the Contract for any reason:
- (a) the Reseller shall immediately pay to Voip-Unlimited all of Voip-Unlimited's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Voip-Unlimited shall submit an invoice, which shall be payable by the Reseller immediately on receipt;
 - (b) the Reseller shall return or procure the return of all of Voip-Unlimited Materials which have not been fully paid for. If the Reseller fails to do so, then Voip-Unlimited may enter the premises at which Voip-Unlimited's Materials are located and take possession of them. If the premises at which Voip-Unlimited's materials are located are not owned by the Reseller, the Reseller shall take all steps required to provide Voip-Unlimited with the access required. Until they have been returned, the Reseller shall be solely responsible for their safe keeping and use.
 - (c) If Voip-Unlimited is not able to access the premises at which Voip-Unlimited's Materials are located and recover the said materials within a reasonable time after termination of the Contract, the Reseller shall pay Voip-Unlimited the cost of Voip-Unlimited's Materials as notified to the Reseller by Voip-Unlimited. ;
 - (d) If Voip-Unlimited's Materials are damaged or not in good condition the Reseller shall immediately pay the remedial or replacement costs of the same;
 - (e) the Reseller shall immediately cease using the Services and shall ensure that any End User immediately ceases to use the Services;
 - (f) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - (g) clauses which expressly or by implication survive termination shall continue in full force and effect.
- 14.2 In the event that a suspension is implemented by Voip-Unlimited as a consequence of the breach, fault or omission of the Reseller, the Reseller shall reimburse Voip-Unlimited on a full indemnity basis for all Loss

incurred as a result of the suspension and/or the recommencement of the provision of the Services as appropriate.

14.3 For the avoidance of doubt and without prejudice to clause 12 of these Conditions Voip-Unlimited shall not be liable for any loss, damage or inconvenience suffered by the Reseller and / or any End User as a result of any suspension or termination of the Contract.

15. **FORCE MAJEURE**

15.1 Provided it has complied with clause 15.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15.2 The corresponding obligations of the other party (if any) will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

15.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than twelve weeks, the party not affected by the Force Majeure Event may terminate the Contract by giving eight weeks' written notice to the Affected Party.

15.5 Nothing in this clause 15 shall permit the Reseller to terminate the Contract due to delays in the service commencement date in relation to Ethernet Services provided by Voip-Unlimited if that delay is due to the delay of third parties outside Voip-Unlimited's control and the Reseller hereby expressly acknowledges and agrees that the service commencement date for Ethernet Services may be many months or, in exceptional circumstances, years after the date of the Service Order Form.

16. **GENERAL**

16.1 **Assignment and other dealings.**

- (a) Voip-Unlimited may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) Save in accordance with clause 16.1(c), the Reseller shall not, without the prior written consent of Voip-Unlimited such consent to be at Voip-Unlimited's absolute discretion, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- (c) A Reseller may sell or supply to an End User:
 - (i) any Goods supplied to it by Voip-Unlimited insofar as title to those goods has passed to the Reseller under the Contract; and
 - (ii) any Services supplied to it by Voip-Unlimited under the Contract

PROVIDED THAT:

- (iii) the Reseller shall ensure that the terms of any such supply to an End User are in writing and are materially on the same terms as the terms of the Contract (except that the End User shall not have the right to sell any of the Goods or Services itself) including in that they shall afford Voip-Unlimited the same rights against the End User as it may have against the Reseller;
- (iv) the Reseller shall provide Voip-Unlimited with a copy of its terms of supply of Goods or Services to an End User on request by Voip-Unlimited;
- (v) all contracts between the Reseller and an End User in connection with the Goods or Services shall terminate automatically on termination or expiry of this agreement;
- (vi) the Reseller shall be liable for all acts and omissions of any End User and shall indemnify Voip-Unlimited against all Loss arising out of any act of omission of any End User including any product liability claim relating to Goods manufactured, supplied or put into use by the End User; and the Reseller shall not:
 - (A) represent itself as an agent of Voip-Unlimited or make any representation on Voip-Unlimited's behalf;
 - (B) give any condition or warranty on Voip-Unlimited's behalf; or
 - (C) otherwise incur any liability for or on behalf of Voip-Unlimited.

16.2 **Confidentiality.**

- (a) The Reseller undertakes that it shall not at any time any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Voip-Unlimited or Voip-Unlimited except as permitted by clause 16.2(b).
- (b) The Reseller may disclose Voip-Unlimited's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Reseller's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses Voip-Unlimited's confidential information comply with this clause 16.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) The Reseller shall not use Voip-Unlimited's confidential information for any purpose other than to perform its obligations under the Contract.

16.3 **Entire agreement.**

- (a) The Service Documents constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Service Documents.
- (c) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Service Documents.

16.4 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

16.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.7 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.8 **Third parties.** No one other than Voip-Unlimited and the Reseller shall have any right to enforce any of the terms of the Contract.

16.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

16.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

16.11 **No Partnership or agency** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Annex A – SIP Service Schedule V1.0R

VoIP Unlimited is required by Ofcom to communicate the following advisory statements to all telecommunications service Customers:

- i. If the broadband Connection that a VoIP service depends on fails, the voice service will also fail.
- ii. If there is a power cut or failure in the connected telephone system, any associated broadband connection and voice service may also fail
- iii. Broadband connection and power supply failures are caused by reasons outside the control of VoIP Unlimited

If the broadband connection that a VoIP service depends on fails for any reason, the service cannot be used to make calls to the emergency services numbers 999 and 112

1.0 Definitions

- 1.1 All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise
- 1.2 'Alias' - shall mean a DDI number that is linked to a headline number
- 1.3 'Call Tariff' shall mean the tariff showing prices for call termination
- 1.4 'Channel' – Shall mean 1 concurrent call
- 1.5 'DDI'– shall mean a Direct Dial Inward number
- 1.6 'Headline number' shall mean any lead number that may or may not have any alias' attached to it.
- 1.7 'MSA' shall refer to Voip-Unlimited's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal
- 1.8 'PBX' – shall mean a private branch exchange that has the ability to make and receive VoIP calls and handle call control
- 1.9 'Ready to Use' – shall be the day that Voip-Unlimited sends out the SIP credential details in an email to the contact specified on the service order.
- 1.10 'SIP Service' shall be the name under which Voip-Unlimited provides its SIP voice products.
- 1.11 'SIP' – shall mean session internet protocol
- 1.12 'SIP Channel' – shall mean an individual Channel that the Reseller purchases from Voip Unlimited that gives the ability to make one concurrent call.
- 1.13 'Spoofed' – shall mean the ability to present a number that is not currently hosted on the VoIP Unlimited network.
- 1.14 'VoIP' – shall mean Voice over Internet Protocol
- 1.15 'Voip-Unlimited' shall mean Voip-Un Limited registered in England and Wales with company number 05225497.

2.0 Services Description

- 2.1 Services provided under the "SIP" heading include the following
 - 2.1.1 SIP Channel– shall mean the ability to make or receive 1 x SIP calls from a PBX or handset or softphone via an allocated headline number or associated DDIs assigned to that headline number.
 - 2.1.2 Fax to Email – shall mean a service whereby a fax is sent from a fax machine to a specified number, the received fax will then be sent as a PDF to the Reseller's email address
 - 2.1.3 Number Porting – shall mean a service which enables Resellers to change their service provider whilst keeping their existing number
 - 2.1.4 International Numbers – shall mean any International number outside the UK.
 - 2.1.5 SMS Alerts – shall mean the service whereby if the SIP trunk becomes "non-registered" an SMS alert will be sent to a mobile number of your choice.
 - 2.1.6 SIP Service Features – shall mean any additional feature sold under SIP services, including but not limited to, call forwarding and directory entries.

3.0 Service Commencement date

- 3.1 For any SIP service provided the Service Commencement Date shall be as follows:
 - 3.1.1 SIP Channel – The date the service are first ready to use

- 3.1.2 Fax to Email – The date Voip-Unlimited sends the technical contact an email confirming set up.
- 3.1.3 International Numbers - The date the service are first ready to use
- 3.1.4 Directory Entries – shall be the date Voip-Unlimited is informed by BT that the service starts.

3.2 Voip-Unlimited estimates the following lead times for the SIP Services :

- 3.2.1 SIP Channel – 2 Business Days
- 3.2.2 Fax to email – 2 Business Days
- 3.2.3 Number Porting – See Number Porting Letter of Authorisation
- 3.2.4 International Numbers – 7 Business Days
- 3.2.5 SIP Service Features – 2 Business Days

4.0 Initial Term

- 4.1 Initial term for any SIP services will be as below the Service Commencement Date unless stated otherwise on the Service Order Form.
 - 4.1.1 SIP Channel – 30 Day rolling
 - 4.1.2 DDI – 30 Day rolling
 - 4.1.3 International Numbers – 12 months
 - 4.1.4 Directory Enquiry Services – 12 months

5.0 Service Use

- 5.1 For the avoidance of doubt, the Reseller acknowledges that:
 - 5.1.1 The end user of the services has access to the internet unless this is provided by Voip-Unlimited through Services, Products, or Equipment.
 - 5.1.2 It is responsible for all costs and expenses relating to reprogramming of any PBX or other routing / firewall device that is necessary for access to the Services that is not provided by Voip-Unlimited.
- 5.2 For the avoidance of doubt, the Reseller acknowledges that it has sole responsibility for all charges relating to the use of the Services regardless of whether such use is authorised, unauthorised, fraudulent or otherwise
- 5.3 Resellers have a choice on how they would like their SIP Channels and numbers to be set up. The standard format is to identify the main number and "alias" any DDIs to it. This means that only a single trunk registration is required on the phone system, with inbound calls to all numbers being routed down this single registered account. This configuration is an efficient way of managing the inbound calls to your phone system.
- 5.4 In the event of a Reseller system/circuit failure Resellers will be able to apply a call divert to the trunk via the VoIP Unlimited portal, instantly rerouting all inbound calls to a backup telephone line or mobile of choice.
- 5.5 If Resellers wish to reroute inbound calls from specific DDIs then each number must be set up as a separate Headline number.
- 5.6 All DDIs will be set up as aliased to the first number in the range unless specified otherwise.
- 5.7 Non Geographic Numbers can only be aliased to a geographic number.
- 5.8 New VoIP DDIs can be aliased to a "Spoofed" number.
- 5.9 In order to minimise the risk of any losses in the event that Voip-Unlimited is unable to provide the Services due to a technical problem in relation to the telecommunications network by which the Services are provided, the Reseller must be aware of and follow the procedure for diverting calls-over an alternative network as will be notified to the Reseller in writing from time to time.
- 5.10 In relation to the use of SMS alerts, the following conditions are relevant
 - 5.10.1 A maximum of 20 x SMS messages per month will be sent
 - 5.10.2 Only one message per hour will be sent
 - 5.10.3 Only one mobile number can be configured per Headline number.
 - 5.10.4 Only one message will be sent per non-registration alert
 - 5.10.5 Users can update the mobile number in the portal once the service has been activated
 - 5.10.6 No charge will be incurred when changing the destination mobile number
 - 5.10.7 Users will not be billed separately for the individual SMS messages
 - 5.10.8 The service will be applied on the first Headline number by default should multiple Headline numbers be required

5.10.9 Resellers will be required to add the mobile number via the VoIP Unlimited portal once the service has been activated.

5.11 In relation to geographic number porting the following are relevant

5.11.1 If you are porting a geographic DDI range, you have the option of retaining/porting/ceasing the main billing number or retaining/porting/ceasing associated numbers.

5.11.2 Pricing and lead times for Geographic Number Porting services are stated on the "Number Porting (geographic) Authorisation Letter which can be downloaded from the VoIP Unlimited portal

5.11.3 Resellers may experience some downtime on the telephony service if "multiline" porting in from ISDN2 or ISDN30 services. This temporary loss of service is due to the manual UK porting process within BT Openreach and is beyond Voip-Unlimited's control

5.12 In relation to non-geographic number (NGN) porting the following conditions are relevant

5.12.1 Use the NGN porting letter for non-geographic numbers (e.g. 0845, 0800 etc). The NGN Porting Letter is for the Reseller to authorise transfer of non-geographic numbers to Voip-Unlimited's network.

5.12.2 If already "service established" NGN numbers have a porting lead time of 15 working days. The 15 working days will commence from the following day after the order has been submitted up to 16:00 hours and this will be classed as day 0, please allow for this in your calculation

5.12.3 Although every attempt will be made to meet the stated RRD (Reseller Required by Date) the eventual port date provided to us by the designated Range Holder may differ. Please also note Voip-Unlimited cannot be held responsible for not meeting this date due to unforeseen problems or third party delays of which you will be advised of during the course of your porting order.

5.12.4 Only numbers that are specified on the form with "porting" selected will be ported.

5.12.5 Once the numbers have ported please check the inbound call logs on the VoIP Unlimited portal to ensure inbound call delivery is being provided.

5.12.6 Please check that your losing Service Provider has stopped billing you for your service once the numbers have ported.

5.12.7 All number porting letters of authorisation must be printed and signed on company letter headed paper. Scanned/faxed copies are accepted; we don't need the originals posted to us.

5.12.8 The Reseller will be able to order additional services via email – upon requesting additional services via email the reseller accepts the charges as then stated in the SIP Reseller Service Order Form.

6.0 Obligations

6.1 The Reseller shall:

6.1.1 ensure that all address details are up to date for each DDI as this is the information used by the Emergency services. The address details can be updated from the portal.

6.1.2 provide a mains supply to run the SIP services.

6.1.3 provide the equipment required to place all SIP services provided by Voip-Unlimited on.

6.2 Prior to being able to use 'spoofed' numbers the Reseller acknowledges that they must obtain a copy of the phone bill for said number and the Reseller must receive a letter on headed paper stating that their customer are authorised to use said number. Failure to do so will result in this feature being suspended and a potential fine added to the Reseller's account.

7.0 Terminating Services

7.1 All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type;

7.1.1 SIP Channels - thirty (30) days.

7.1.2 DDIs - thirty (30) days.

7.1.3 Directory Entries - one (1) year expiring on an anniversary of the commencement date of the Directory Entries service provision.

7.1.4 Fax to Email - thirty (30) days.

7.1.5 International DDIs - thirty (30) days.

8.0 Charges

8.1 Memorable numbers are available at an additional charge defined in the relevant Price List

8.2 International numbers are available. The service does not form part of the SIP Licence, instead the trunk is delivered with 2 channels included in the price. Further channels may be added for a charge as per the latest Price List. Memorable numbers are available for an additional fee defined in the relevant Price List

- 8.3 Exporting International numbers to another provider may result in an administration charge, charges and impacted countries are available on request.
- 8.4 Since reconfiguring Channels and DDIs *after* provision involves additional systems administration work, we do apply a one off reconfiguration charge defined in the relevant Price List
- 8.5 Additional DDIs or channels can be ordered by an email to Voip-Unlimited, this email order must come from the authorised email address on the Reseller account and by emailing Voip-Unlimited for additional services, the Reseller is accepting charges as per the relevant Price List.
- 8.6 Call charges will be invoiced in arrears and charged as per the relevant tariff structure in place at the time – the tariffs can be downloaded from the portal or are available on request. The Reseller must ensure they are up to date with their latest price list.
- 8.7 If any fixed charge prices are to change Voip-Unlimited will email the Reseller with 30 days' notice.
- 8.8 The Reseller acknowledges that telecommunication tariffs from third party providers are not controlled by Voip-Unlimited and are subject to change without notice and any such changes are passed on to the Reseller at Voip-Unlimited's discretion. The Reseller may check tariffs at any time by visiting the appropriate page on the Portal or by requesting notification of the current tariffs from Voip-Unlimited.
- 8.9 In the event that Voip-Unlimited fails to provide the Services and the Reseller diverts traffic to another Service Provider, Voip-Unlimited shall not be responsible for any costs or expenses arising as a result of such diversion of traffic including, without limitation, such service provider's charges.
- 8.10 VoIP Unlimited reserves the right to invoice the Reseller for any charges relating to Phone Book Entries. It is the Resellers responsibility to check at the point of porting numbers in that there are no unwanted Special Phone book entries applied to the number.
- 8.11 Any amounts for any Phone Book Entries will be charged on for the full term applicable and any cancellation request notice period will mirror that of the notice period offered to Voip-Unlimited from BT. Directory Entries pricing is available upon request.
- 8.12 If Voip-Unlimited agrees to give the Reseller a reduced per minute rate on certain destinations for a minimum quantity of monthly minutes to the relevant destination, then the following will be true
 - 8.12.1 The discount rate shall not be honoured if the required minutes in the calendar month are not met
 - 8.12.2 The minutes shall be totalled from calls who's start time is on or after 00:00:00 on the 1st of the month and include calls who's finish time is before on 23:59:59 on the last day of the month
 - 8.12.3 Should the required quantity not be met then the Reseller will default back to the rate prior to the discount on the tariff they are on at the time.
 - 8.12.4 If more than one destination is offered for discount, then EITHER; The full agreement needs to be met OR per destination needs to be met.

Annex B – Ethernet Service Schedule V1.1C

1.0 Definitions

- 1.1 All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise
- 1.2 'Ethernet' shall mean any fibre or copper circuit presented as an Ethernet presentation.
- 1.3 'ECCs' shall mean Excess Construction Charges relating to the costs of installing the infrastructure required for the provision of Ethernet Services
- 1.4 'EFM' – shall mean Ethernet First Mile and shall mean the provision of a copper data circuit
- 1.5 'EAD' – shall mean Ethernet Access Direct and shall be a high speed Ethernet point to point data circuit that will connect a Reseller site to a Reseller site or a Company Node.
- 1.6 'Good Condition' shall mean free from any damage
- 1.7 'Handed over' shall mean the date the Handover document is sent to the Reseller from the company
- 1.8 'MSA' shall refer to Voip-Unlimited's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal
- 1.9 'Order Acknowledgement' – shall mean the date when Voip-Unlimited sends the Reseller an order acknowledgement email to the technical and order contact as specified on the Service order form or Reseller requirement form.
- 1.10 'Ready for use' shall be 1 working day after the Reseller Premise Equipment (CPE) is shipped by Voip-Unlimited or the day that the circuit is handed over by Voip-Unlimited if a CPE is not supplied or whichever is sooner.
- 1.11 'SSRAMS' shall mean Site Specific Risk Assessment and Method Statement.
- 1.12 'Termination Location' is the location that is advised to the survey engineer by the technical Reseller onsite representative.
- 1.13 '**Voip-Unlimited**' shall mean Voip-Un Limited registered in England and Wales with company number 05225497.

2.0 Services Description

- 2.1 'Ethernet' – shall mean the provision of a fibre or copper or radio or optical data circuit or any mix of fibre, copper, radio and optical between two locations based on IEEE 802.3 standard.

3.0 Service Provision.

- 3.1 Voip-Unlimited will notify the Reseller of the ECCs as soon as reasonably practicable after the date of the Service Order Form.
- 3.2 Any works carried out outside of business hours will incur an additional charge.
- 3.3 On receipt of the notice referred to at clause 3.1, the Reseller may within thirty days notify Voip-Unlimited that the ECCs are accepted and it wishes to proceed with the Order insofar as it relates to the provision of Ethernet Services.
- 3.4 If the Reseller does not serve any notice under clause 3.3 within thirty days, unless the ECCs are waived as set out at clause 3.4 hereof, the Order insofar as it relates to the provision of Ethernet Services, shall be cancelled by Voip-Unlimited. Such cancellation will not affect any agreement between the parties to provide any other Services save where provision of those Services is dependent on the provision of Ethernet Services in which case they shall also be cancelled.
- 3.5 Voip-Unlimited may elect at any time, which includes for the avoidance of doubt before or after the Reseller has served a notice pursuant to clause 3.3 hereof and / or before or after the expiry of the thirty-day period referred to above, in its absolute discretion, not to charge the ECCs to the Reseller in which case the Order shall proceed and shall not be cancelled.
- 3.6 Pricing and lead times are subject to site survey and may vary if there is insufficient bandwidth capacity at the premises or if additional work is necessary including but not limited to provision of new fibre, duct work, or building entry points. Any ECCs will be advised after completion of the site survey.
- 3.7 If the site is unable to be accessed for any of the following reasons, then the Reseller will pay charges calculated in accordance with Voip-Unlimited's Price List and Tariff:
 - 3.7.1 The engineer is unable to access the site; or
 - 3.7.2 The site preparation has not been carried out in accordance with Health and Safety recommendations; or
 - 3.7.3 The engineer is unable to contact the specified technical contact; or

- 3.7.4 the Reseller fails to complete site preparation in accordance with all current legislation, including but not limited to health and safety and including the production of an asbestos register if required.
- 3.8 In order for Voip-Unlimited to provide the Reseller with a service, the Reseller must ensure that
 - 3.8.1 There are two 13-amp power sockets that are available within 1 metre of the termination location
 - 3.8.2 There is enough space for the equipment required for the service to be installed
- 3.9 It should be noted that whilst Voip-Unlimited makes every effort to ensure that the Survey Engineer is supplied with all the details required to complete the order; the Reseller representative should confirm the required location of the lines with the engineer upon arrival; failure to do this may result in the lines being installed in the wrong location which could result in further charges should the Reseller require these to be moved and further delays to the completion of the delivery.
- 3.10 Should a Wayleave agreement be required the provisioning of the Ethernet service will be placed on hold until such time as the required Wayleave has been entered into.
- 3.11 Any quoted lead times are subject to external factors and cannot be guaranteed by the Company.

4.0 Service Commencement Date

- 4.1 Initial term shall commence on the -day the service is ready for use.
- 4.2 The Reseller acknowledges and accepts that lead times for Ethernet Services are dependent on third parties and lead times can often take a number of months or possibly years.
- 4.3 Without prejudice to the contents of clause 4.2 Voip-Unlimited estimates the following lead times for the Ethernet Services:
 - 4.3.1 30 Business Days if fibre / equipment is present;
 - 4.3.2 45 Business Day if a small amount of work is required;
 - 4.3.3 60 Business Days if there is a moderate amount of fibre works required;
 - 4.3.4 More than 90 Business Days if bespoke work is required.

5.0 Initial Term

- 5.1 The Initial term for all Ethernet Services shall be as set out in the Service Order form and run from the service Commencement Date or, where no term is specified, the Initial Term will be 36 months from the Service Commencement Date.

6.0 Service Use

- 6.1 The managed termination router must be connected to the service by the Reseller within 48 hours of receipt and any early life failures reported as soon as practicable by the Reseller. If the Reseller fails to connect the managed termination router and / or report any faults within 48 hours of delivery of the managed router, the Ethernet service will be deemed to be working in accordance with the terms of the Order.
- 6.2 Any supplementary services, such as any backup/failover circuits will be installed and tested by Voip-Unlimited after the primary circuit has been handed over by the Company.
- 6.3 It is the Reseller's responsibility to ensure that any secondary backup/failover circuit ordered has the required bandwidth and capacity to act as a secondary to the primary circuit.

7.0 Terminating Services

- 7.1 All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type;
 - 7.1.1 Ethernet - ninety (90) days.

8.0 Service Level Agreement

- 8.1 Fault Reporting

Resellers must report any faults in accordance with Section 2 – Reporting a fault in the Wideband Provisioning completion document.

Upon successful submission of a fault ticket the Company will assign a specific priority which is done so at the Company's discretion and can be subject to change based on new information received.

Severity Level	Fault Description
Priority 1 (Total Outage)	For incidents where the issue has existed for five minutes or more before incident logging and is limited to the following: - Total loss of an Ethernet Service (which is defined as no transmission of signals in one or both directions); or Available throughput <10% or predicted Service Bandwidth; or Latency is >100ms; or Packet loss is greater than 5%
Priority 2 (Severe Intermittence)	Intermittent connectivity of a single site that has high degree of Ethernet impact – where the intermittence can be demonstrated repeatedly within an hour interval
Priority 3 (Degradation)	Intermittent connectivity of a single site that has low Ethernet impact – where the intermittence cannot be demonstrated repeatedly within an hour interval Bandwidth throughput or other material quality of Ethernet service issues
Priority 4 (Query)	End user application performance issues across a particular Ethernet service

8.2 Resolution Target Time

The severity level of the fault will have an impact on the resolution target time in hours as defined below. Where the fault is caused by a fibre break the target repair time is 18 hours.

Severity Level	Hours for Fibre	Hours for Copper
Priority 1	4	5
Priority 2	12	12
Priority 3	24	24
Priority 4	48	48

8.3 Target Time

Time is measured in terms of clocked hours as defined below

Start time – VoIP Unlimited acknowledgement of the fault ticket; acknowledgement defined as a direct response from a support engineer; automated emails are not considered acknowledgement.

Stop time – Service is restored.

Parked time – Parked time will be deducted from the total clocked hours.

Clocked time is related strictly to the period of hours whereby VoIP Unlimited are wholly responsible.

Parked time is where progression is outside of the control of VoIP unlimited and includes where.

- Required information is missing from the ticket submission without which the service cannot be investigated properly and subsequently repaired
- VoIP unlimited are waiting for an action to be completed by the Reseller or Dealer
- VoIP unlimited are waiting for a response from the Reseller or dealer
- Site visit is confirmed outside of the resolution window at the Reseller's or dealers request
- Unable to access site at an agreed time for a visit appointment
- Incident is marked as rectified
- If site does not have 24-hour access for a visit then parked time commences when a visit appointment is agreed with the end user and ends when the visit appointment commences
- Dispatching and shipping replacement managed router

8.4 Service Credits

Service credits will only be offered on incidents which are categorised by VoIP Unlimited as Priority 1. Credits will be provided in line with the table below.

Hours past resolution target time	Service credit as a percentage of one months' rental applicable to the affected circuit
Up to 2 hours	6%
2 - 3 hours	12%
3 - 4 hours	18%
4 - 6 hours	24%
More than 6 hours	30%

8.5 What is not covered

The resolution target time and service credits stated in this document shall not be applicable in the following circumstances.

- Reseller or Dealer requests a test on the Ethernet services and no failure is detected or reported.
- The fault is due to the Reseller's own network or equipment.
- The fault is due to a managed router failure at the Reseller site.
- The Reseller is in breach of any part of the agreement that affects the VoIP Unlimited ability to comply with this service level agreement
- Failure is due to Force Majeure
- Failure is due to planned or emergency services interruption
- Failure is due to incorrect information being submitted on the Reseller order
- The fault is not reported in the correct manner required by VoIP Unlimited and or incorrect information is provided in the fault ticket.

Annex C – Wholesale Line Rental Service Schedule

1.0 Definitions

- 1.1 All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise.
- 1.2 **'DDI'** shall mean Direct Dial Inward Number
- 1.3 **'PSTN'** shall mean public switched telephone network
- 1.4 **'ISDN2'** shall mean Integrated Services digital network and starts from 2 channels (lines)
- 1.5 **'ISDN30'** shall mean Integrated Services digital network and provide 8 – 30 independent channels (lines)
- 1.6 **'MSA'** shall refer to Voip-Unlimited's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal
- 1.7 **'Ready for use'** shall mean the day the Order Complete email is sent to the Reseller from VoIP Unlimited.
- 1.8 **'Voip-Unlimited'** shall mean Voip-Un Limited registered in England and Wales with company number 05225497.

2.0 Service Description

- 2.1 Services sold under Wholesale line rental include but are not limited to, PSTN, ISDN2, ISDN30 and any relevant call features applicable to them.

3.0 Service Commencement

- 3.1 The Engineer may reuse an existing socket and line routing to fulfil your order; if this occurs your appointment will be cancelled and no engineer will attend site. If you want to force an engineer to attend site, then you are required to tick the box on the order form (up to 2 hours of Time Related Charges may apply in addition to the activation fee):
- 3.2 Unless due to an Engineer error, missed installation appointments incur a missed appointment charge calculated in accordance with Voip-Unlimited's Price List and Tariffs.
- 3.3 Voip-Unlimited estimates the following lead times for the Wholesale Line Rental Services:
 - 3.3.1 PSTN – 20 Business Days
 - 3.3.2 ISDN2 – 20 Business Days
 - 3.3.3 ISDN30 – 30 Business Days
 - 3.3.4 WLR Features – please discuss with Voip-Unlimited representative

4.0 Service Commencement Date

- 4.1.1 For any Wholesale Line Rental service the service commencement date shall be the date that the Wholesale Line Rental Services are ready for use.

5.0 Initial Term

- 5.1 Initial term for any Wholesale Line Rental services will be a minimum of 12 months from the Service Commencement Date unless stated otherwise on the Service Order Form.

6.0 Service Use

- 6.1 Each ISDN2 supports 2 channels on one physical line.
- 6.2 Each ISDN30 supports up to 30 channels but a minimum of 8 are required.
- 6.3 The CLI display feature will present the caller numbers if the Calling Line Identity is not withheld.
- 6.4 DDI numbers are only available for ISDN30 and multiple ISDN2s.
- 6.5 DDI Planning incurs a onetime charge – the charge is available in Voip Unlimited's Price list and Tariffs..
- 6.6 DDI is not available at all exchanges.
- 6.7 Direct Dialling In (DDI) allows end-Resellers to control their own numbering and receipt of calls. A group of Digital channels can have up to 5 DDI number ranges allocated on the same installation. Each DDI number range would provide a continuous sequence of a minimum 10 DDI numbers.

- 6.8 Digits to Switch allows end Resellers to programme CPE with part or all of their Directory number, so incoming calls can be routed to the correct piece of terminal equipment. The default is 6 digits and the maximum is 11.

7.0 Obligations

- 7.1 The Reseller must:
 - 7.1.1 provide the correct installation address on the Service Order Form and accepts that failure to do so will give rise to charges in accordance with Voip-Unlimited's Price List and Tariffs; and
 - 7.1.2 The Reseller is responsible for ensuring that they are ordering the correct product that meets their requirements.

8.0 Terminating Services

- 8.1 All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type;
 - 8.1.1 Wholesale Line Rental - thirty (30) days.

9.0 Service Level Agreement

- 9.1 Service Maintenance levels will depend on the maintenance level that is assigned to the Line as set out in the Service Order Form.
 - 9.1.1 Service Level 2
 - i. Faults cleared by end of next working day, Monday to Saturday, excluding Public and Bank Holidays.
 - 9.1.2 Service Level 3
 - i. Faults cleared the same working day if reported before 1 pm, Monday to Sunday, including Public and Bank Holidays.
 - 9.1.3 Service Level 4
 - i. Faults fixed within 6 hours, 24/7.

Annex D – Broadband Service Schedule

1.0 Definitions

- 1.1 All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise.
- 1.2 'ADSL' shall mean Asymmetric digital subscriber line
- 1.3 'FTTC' shall mean Fibre to the cabinet
- 1.4 'FTTP' shall mean Fibre to the Premises
- 1.5 'Reseller Required by Date' or 'RRD' shall mean the date the Reseller specified on the Service Order Form
- 1.6 'Landline' shall mean Openreach originated PSTN Service
- 1.7 'MSA' shall refer to Voip-Unlimited's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal
- 1.8 'Order Acknowledgement' – shall mean the date that Voip-Unlimited receives a complete valid order from the Reseller
- 1.9 'Wires only' shall mean that no termination equipment will be provided to the Reseller
- 1.10 'Ready for use' shall mean the day the handover document is sent from Voip-Unlimited or the day the service is installed.
- 1.11 '**Voip-Unlimited' shall mean** Voip-Un Limited registered in England and Wales with company number 05225497.

2.0 Services Description

- 2.1 'ADSL' shall mean the name under which the Reseller receives their internet service in the United Kingdom that is delivered over a BT compatible telephone line using traditional copper wiring.
- 2.2 'Maintenance Options'
- 2.3 'FTTC' shall be the name under which the Reseller receives their internet service whereby it is delivered using a fibre optic connection. The connection shall be Fibre from the telephone exchange to the nearest cabinet and a copper cable connection from the cabinet to your home.
- 2.4 'FTTP' shall be the name under which the Reseller receives their internet service whereby it is delivered using a fibre optic connection. The connection shall be Fibre from the telephone exchange to the nearest cabinet and a Fibre connection from the cabinet to your home.

3.0 Service Commencement date

- 3.1 **ADSL** – shall be the date that the service is ready for use
- 3.2 **FTTC** - shall be the date that the service is ready for use
- 3.3 **FTTP** – shall be the date that the service is ready for use
- 3.4 Voip-Unlimited estimates the following lead times for the Broadband Services:
 - 3.4.1 ADSL – 10 Business Days
 - 3.4.2 FTTC – 14 Business Days
 - 3.4.3 FTTP – Depends on availability

4.0 Initial Term

- 4.1 12 months unless stated otherwise on the Service Order Form

5.0 Service Provision

- 5.1 The estimated lead time for ADSL installed on an existing line is 5 to 7 working days. Lead times for simultaneous provides are subject to BT survey and can exceed 10 working days and therefore Reseller Required by Date cannot be guaranteed.
- 5.2 Openreach may reuse an existing socket and line routing to fulfil your order; if this occurs your appointment will be cancelled and no engineer will attend site, therefore by selecting "Forced Provision" you are accepting Time related charges for an Engineer Visit calculated in accordance with Voip-Unlimited's Price List and Tariff.

6.0 Service Use / The service

- 6.1 In order to use the service, the Reseller must ensure

- 6.1.1 they have an operational landline service at the location
- 6.1.2 the landline service at the location has a fixed site address
- 6.1.3 that security systems are installed on the line and notify Voip-Unlimited accordingly.
- 6.2 Any Broadband service provided by Voip-Unlimited will require installation by the Reseller of the broadband equipment (required to make the service work) as the service provided by Voip-Unlimited is wires only
- 6.3 Line speeds are subject to variation based on but not limited to the following factors
 - 6.3.1 Quality of any wiring in your property that the services are connected to
 - 6.3.2 Processing capability of the equipment that is using the service
 - 6.3.3 Method of connection from the router to your equipment accessing the service
 - 6.3.4 Time of day
 - 6.3.5 Current processes or programmes running on your equipment
 - 6.3.6 The website being accessed
- 6.4 All speeds quoted should be treated as maximum possible speeds and actual speeds may be less.
- 6.5 Some services such as ISDN, BT Highway, PBX lines, RedCare, Multiline, Pulse Metering Facilities or a Coinbox operate cannot be provided on the same line as an ADSL Service
- 6.6 The VoIP ADSL services include the QoS tagging of all voice calls across the VoIP core ADSL network. Data ADSL circuits do not have this QoS tagging applied and should Resellers choose to run SIP trunk services over these connections, VoIP Unlimited cannot guarantee sustained voice quality.
- 6.7 The Reseller accepts that there may be a temporary loss of telephone service during the provisioning and installation of the broadband service.
- 6.8 For secure voice services the Reseller ACL (access control list) must be entered via portal (<https://portal.voip-unlimited.net>) before circuits can be activated.

7.0 Maintenance Classes

- 7.1 Broadband Maintenance Class 5
 - 7.1.1 The default service level for ADSL and FTTC services. Reporting of faults will operate 24 hours a day, seven days a week. The Company will acknowledge the receipt of the fault when a ticket is raised by a Reseller and subsequently BT will endeavour to clear the fault within 40 clock hours of acknowledgement, excluding parked time. If a site visit is required, this will be done in Normal working hours.
- 7.2 Broadband Maintenance Class 4
 - 7.2.1 Resellers may order Maintenance class 4 for their ADSL or FTTC service. Reporting of faults will operate 24 hours a day, seven days a week. The Company will acknowledge the receipt of the fault when a ticket is raised by a Reseller and subsequently BT will endeavour to clear the fault within 20 clock hours of acknowledgement, excluding parked time. If a site visit is required, this will be done in Normal working hours.

8.0 Terminating Services

- 8.1 All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type;
 - 8.1.1 FTTC - thirty (30) days
 - 8.1.2 ADSL - thirty (30) days
- 8.2 If notice is served under clause 8.1 the Reseller shall pay Voip-Unlimited a termination charge of £35.00 (thirty five pounds) immediately, or such higher charge as may be set out on Voip-Unlimited's Price Lists and Tariffs.

9.0 Charges

- 9.1 Abortive Visits will be charged at the rate specified in Voip-Unlimited's Price Lists and Tariff to the Reseller if a visit is aborted due to any omission of the Reseller including but not limited to the following circumstances
 - 9.1.1 An incorrect address has been provided by the Reseller
 - 9.1.2 An Engineer arrives at the Reseller site but is unable to gain access
 - 9.1.3 An Engineer arrives at the Reseller site but is refused access
 - 9.1.4 An Engineer arrives on site and finds that the location and/or environment is not suitable for installation

- 9.1.5 An amendment request for a visit is advised by the Reseller less than 48 hours prior to the agreed visit time

Annex E - VoIP Exchange Service Schedule - V1.2

This Annex must be read in conjunction with the Master Services Agreement

VoIP Unlimited is required by Ofcom to communicate the following advisory statements to all telecommunications service Resellers:

- iv. If the broadband Connection that a VoIP service depends on fails, the voice service will also fail.
 - v. If there is a power cut or failure in the connected telephone system, any associated broadband connection and voice service may also fail
 - vi. Broadband connection and power supply failures are caused by reasons outside the control of VoIP Unlimited
- If the broadband connection that a VoIP service depends on fails for any reason, the service cannot be used to make calls to the emergency services numbers 999 and 112.

1.0 Definitions

- 1.1 All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise
- 1.2 'Accreditation' shall mean the Voip Unlimited Accreditation that Resellers must achieve prior to reselling Voip Exchange. 'DDI' or 'DID' – shall mean a Direct Inward Dial number.
- 1.3 'CLI' shall mean Caller Line Identity
- 1.4 'Spoofing shall mean the ability to present a number that is not currently hosted on the VoIP Unlimited network
- 1.5 'Mobile App' shall mean the soft phone application provided by VoIP Unlimited for use of the VoIP Exchange product'
- 1.6 'MSA' shall refer to Voip-Unlimited's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal
- 1.7 'VoIP Exchange' shall mean the brand under which VoIP Unlimited sells its Hosted Communication Platform
- 1.8 'VoIP' – shall mean Voice over Internet Protocol
- 1.9 'VoIP Exchange features' shall mean the list of features supported by the VoIP Exchange product
- 1.10 'QoS' shall mean Quality of Service
- 1.11 'Voip-Unlimited' shall mean Voip-Un Limited registered in England and Wales with company number 05225497.

2.0 Services Description

- 2.1** Services provided under the "VoIP Exchange" heading include the following
 - 2.1.1 Licence Fee - The per seat cost whereby each seat will be defined as a user or extension on VoIP Exchange.
 - 2.1.2 Fax to Email – the service whereby a fax is sent from a fax machine to a specified number, the received fax will then be sent as a PDF to the Resellers' email address
 - 2.1.3 Number Porting – the service which enables Customers to change their service provider whilst keeping their existing telephone number. Resellers understand that there may be restrictions to this service outside of Voip-Unlimited's control.
 - 2.1.4 International Numbers – shall mean any International telephone number
 - 2.1.5 Call Recording – shall be an optional feature that can be enabled by the Reseller upon request and will be chargeable – charges will be available from Voip-Unlimited upon request
 - 2.1.6 Handsets – shall be the phones provided by Voip-Unlimited to the Reseller for the use of the VoIP Exchange product.
 - 2.1.7 VoIP Exchange features - shall be any additional features added on top of the VoIP exchange product
 - 2.1.8 Call Termination - the service which allows the Reseller to make VoIP calls which will be chargeable as per the relevant call tariff.

3.0 Service Commencement date

- 3.1** For any VoIP Exchange service provided and installed through Voip-Unlimited shall be the date the services are installed by Voip-Unlimited.
- 3.2** For any VoIP Exchange service provided by Voip-Unlimited and installed by a third party shall be within 2 working days after the reseller has placed the order through the portal.

4.0 Initial Term

- 4.1** Initial term for any VoIP Exchange services will be 12 months from the Service Commencement Date unless stated otherwise on the Service Order Form.
- 4.2** Any additional handsets and seats ordered after the initial order will also be 12 months from the Service Commencement date unless stated otherwise on the Service Order Form.

5.0 Service Provision

- 5.1** Once successfully in receipt of Accreditation, Voip Unlimited will add an "Ordering" section to the Reseller portal area. From here, the Reseller will be responsible for configuring their customers Voip Exchange product.
- 5.2** The Reseller accepts that any Services ordered through the Portal incur charges at the rates presented on screen at the time of order. A confirmation Order form will be sent once the order is confirmed.
- 5.3** Voip-Unlimited will not supply any handsets required for the use of the Service until the Order is confirmed by the Reseller.

6.0 Installation

- 6.1** When the VoIP Exchange product is supplied by Voip-Unlimited but installed by a 3rd Party the Reseller must ensure that the 3rd party is an authorised Channel Partner of Voip-Unlimited.

7.0 Service Use

7.1 For the avoidance of doubt, the Reseller acknowledges that:

- 7.1.1 they have access to the internet unless this is provided by Voip-Unlimited through Services, Products, or Equipment.
- 7.1.2 if access to the internet is not provided by Voip-Unlimited, then the available bandwidth must be sufficient to run the concurrent calls and any additional VoIP Exchange features for the services provided and that the Reseller acknowledges that failure to ensure this can result in a poor service.
- 7.1.3 if access to the internet is not provided by Voip-Unlimited, then the line over which the service runs must have QoS enabled.
- 7.1.4 They are responsible for all costs and expenses relating to reprogramming of any routing / firewall device that is necessary for access to the Services and is not provided by Voip-Unlimited.
- 7.2 In the event of a local circuit failure Resellers will be able to apply a call divert to the affected solution via the VoIP Exchange portal, instantly rerouting all inbound calls to any other active phone numbers.
- 7.3 If the Reseller amends or creates any passwords throughout the system, they are required to ensure the passwords are secure; a secure password is defined as being at least 8 characters in length and consisting of alpha numeric characters, symbols and containing at least one capital letter.
- 7.4 Any equipment, not including Goods sold to the Reseller, provided by Voip-Unlimited for the use of the service shall remain the property of Voip-Unlimited and upon cancellation must be returned to Voip-Unlimited.
- 7.5 Prior to being able to use flexible CLI presentation the Reseller acknowledges that they must ensure that they download and submit a signed authorisation form which will be available on the VoIP exchange portal. Failure to do so will result in this feature being suspended and a potential fine added to the Reseller's account.
- 7.6 VoIP Exchange Features are subject to change and Voip-Unlimited may require the ability to carry out updates on the software for the features
- 7.7 If Equipment provided by VoIP Unlimited is ascertained to be faulty by the VoIP Unlimited technical team, then a replacement piece of equipment will be shipped out next day delivery if the fault is confirmed by 2pm. Should the fault be reported after 2pm then the equipment will be sent the following day.
- 7.8 VoIP Unlimited will arrange to collect the faulty equipment – it is the responsibility of the Reseller to ensure said equipment is packaged effectively so as to avoid any in transit damage

- 7.9 If the equipment is not packaged sufficiently for transit and the equipment is subsequently damaged in transit, the full cost of the equipment will be charged to the Reseller's account and payable immediately by the Reseller.
- 7.10 If once the equipment is returned to VoIP Unlimited it is discovered through investigation that the equipment did in fact fail due to Reseller damage or negligence, then the full cost of the equipment will be charged to the Reseller account along with the shipping charges incurred to replace the equipment such costs to be paid immediately.
- 7.11 The quality of service received whilst using the Mobile app will be dependent on the internet access and speed the User has at the time and the Reseller understands that not having sufficient bandwidth will result in poor service.

8.0 Obligations

- 8.1 The Reseller will take all reasonable steps to ensure that their systems are secure, including but not limited to ensuring;
 - 8.1.1 its networks are adequately protected from being accessed by unauthorised third parties, whether by the installation of an appropriate firewall or otherwise
 - 8.1.2 any hardware installed by or on behalf of the Reseller is installed in such a manner that it was secure from access by unauthorised third parties
- 8.2 It is the responsibility of the Reseller to ensure that all address details are up to date for each DDI as this is the information used by the Emergency services. The address details can be updated from the portal.
- 8.3 The Company will allow the "Trade In" of pre-owned handsets by the Reseller subject to the following
 - 8.3.1 The handsets will need to be inspected and the subsequently the trade in approved by Voip-Unlimited
 - 8.3.2 Should the handsets not meet Trade In criteria the Reseller will cover the costs to return the handsets to the Reseller
 - 8.3.3 The Reseller will cover any shipping costs to send the Handsets to Voip-Unlimited for Pre approval
 - 8.3.4 It is the responsibility of the Reseller to ensure that in transit handsets are insured and Voip-Unlimited accepts no responsibility for any In Transit damage
 - 8.3.5 Upon Approval of the sent in Handsets, the received Handsets will either be reconfigured for the Reseller at a per handset charge or alternatively Voip-Unlimited will ship refurbished configured units to the Reseller for use with the VoIP Exchange product.
 - 8.3.6 If Refurbished units are sent to the Reseller in place of the units the Reseller sent in, said handsets will remain property of VoIP Unlimited.
- 8.4 The Reseller must nominate a representative administrator who will be the technical point of contact for the system and will attend training.

9.0 Terminating Services

- 9.1 All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type;
 - 9.1.1 VoIP Exchange - thirty (30) days.

10.0 Call Recording

- 10.1 A call recording service is provided as part of VoIP Exchange and by using this service the Reseller undertakes that it is abiding by the following legislation linked to call recording in the United Kingdom.
 - 10.1.1 Regulation of Investigatory Powers Act 2000 ("RIPA")[13]
 - 10.1.2 Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 ("LBP Regulations")[14]
 - 10.1.3 Data Protection Act 1998
 - 10.1.4 Telecommunications (Data Protection and Privacy) Regulations 1999[15]
 - 10.1.5 Human Rights Act 1998
- 10.2 The Reseller acknowledges that the call recording service is not PCI compliant.