

VOIP-UN LIMITED – MASTER SERVICE AGREEMENT TERMS AND CONDITIONS V1.9

THE CUSTOMER'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 Customer 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 Customer 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.

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

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

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

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 this Contract or companies in the same group as that party); non-performance by Voip Unlimited or subcontractors (other than by companies in the same group as a party to this 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 Customer 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 Customer 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.

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

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

Services: the services supplied by Voip Unlimited to the Customer 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
- (e) Privacy Policy

as published on Voip Unlimited's website at <http://portal.Voip Unlimited.net> from time to time.

Service Order Form: shall mean the document signed by the Customer 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 <http://portal.Voip Unlimited.net> from time to time.

Unacceptable use of the Services: means the use of the Services in such manner that is, or causes Voip Unlimited 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 Customer'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 customer 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 Customer 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.

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 this Contract as indicated on the Service Order Form.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer 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 Customer 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.
- 2.7 When the Customer offers to purchase Goods and/or Services in accordance with the terms of the Service Documents, the person signing the order form is confirming that they are an authorised person to enter into contracts for services on behalf of the Customer
- 2.8 If any 3rd party funding which includes but is not limited to Government schemes is applied for the use of the Order from Voip Unlimited and is subsequently rejected or for whatever reason the customer is not eligible, the element of the Order which was due to be covered by the funding is still due to Voip Unlimited from the Customer.

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 Customer 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 Customer to return any packaging material to Voip Unlimited, that fact is clearly stated on the delivery note. The Customer 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 Customer 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 Customer'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 Customer 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 Customer'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 Customer fails to accept or take delivery of the Goods within ten Business Days of Voip Unlimited notifying the Customer 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 Customer that the Goods were ready; and
 - (b) Voip Unlimited shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If thirty Business Days after Voip Unlimited notified the Customer that the Goods were ready for delivery the Customer 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 Customer for any excess over the price of the Goods or charge the Customer 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 Customer 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 Customer (if asked to do so by Voip Unlimited) returns 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 Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - (b) the defect arises because the Customer 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 Customer;

- (d) the Customer 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 Customer 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 Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer 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 Customer 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 Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer 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 Customer the Customer 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 Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - (b) Voip Unlimited may at any time:
 - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer 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 Customer 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 Customer in any such event.
- 7.4 Voip Unlimited warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.5 The Customer 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 Customer providing complete and correct information, as identified in the Order; and
 - (c) it shall maintain 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 Customer and are not supported by Voip Unlimited.
- 7.6 Should the Customer require equipment to be shipped outside of the UK after ordering, the Customer is responsible for all charges associated with such shipment and the equipment shall be at the customer's risk during shipment.
- 7.7 The Customer shall indemnify and keep indemnified Voip Unlimited against any claims, losses, damages, costs and other liabilities which Voip Unlimited may incur or may be established against it by reason of any claim against Voip Unlimited by any third party arising out of or in connection with:
- (a) the use of Services by the Customer; and/ or
 - (b) any breach by the Customer of the terms of this Contract.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer 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 Customer'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 Customer's premises for the supply of the Services (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 Customer's premises 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 Customer concerning the Customer'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 this Contract including any

information which Voip Unlimited may reasonably request for the purposes of credit verification and debt collection. The Customer 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 are not used in any manner which would constitute an Unacceptable use of the Services;
- (p) Inform Voip Unlimited as soon as the Customer 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 Customer contained therein;
- (r) The Customer will take all reasonable steps to ensure that their systems are secure and in good working order, including but not limited to ensuring:
 - (i) its networks are adequately protected from being accessed by unauthorised third parties, whether by the installation of an appropriate firewall or otherwise;
 - (ii) any hardware installed by or on behalf of the Customer is installed in such a manner that it was secure from access by unauthorised third parties;
- (s) The Customer shall ensure that it possess any licences or other authorisations required to play any "hold music" provided to its own customers in connection with its use of the Services.

8.2 The Customer 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 this 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 Customer or failure by the Customer to perform any relevant obligation **(Customer Default)**:

- (a) Voip Unlimited shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Voip Unlimited's performance of any of its obligations;
- (b) Voip Unlimited shall not be liable for any costs or losses sustained or incurred by the Customer 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 Customer shall reimburse Voip Unlimited on written demand for any costs or losses sustained or incurred by Voip Unlimited arising directly or indirectly from the Customer Default.

9. CREDIT CHECKS

9.1 The Customer agrees that:

- (a) When the Customer applies to Voip Unlimited to open an account, Voip Unlimited may check the following records about the Customer 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 Customer'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 Customer'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 Customer's account with it;
- (d) Information on applications will be sent to CRAs and will be recorded by them. Including information on the Customer's business and its proprietors and CRAs may create a record of the name and address of the Customer's business and its proprietors if there is not one already. Where the Customer borrows from us, we will give details of the Customer's accounts and how the Customer manages it/them to CRAs;
- (e) If the Customer 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 Customer's whereabouts and recover debts that the Customer owes. Records remain on file for 6 years after they are closed, whether settled by the Customer or defaulted;
- (f) If the Customer 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 Customer has borrowed from Voip Unlimited and does not make payments that it owes Voip Unlimited, Voip Unlimited may trace the Customer'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 Customer's data may also be used for other purposes for which the Customer 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 Customer 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 six-month period. Voip Unlimited will give the Customer written notice of any such increase at least two months before the proposed date of the increase. If such increase is not acceptable to the Customer, 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 Customer.
- 10.4 If the Customer 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 Customer 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.
- 10.6 The Customer 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 Customer (insofar as the applicable Services are being provided to the Customer 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 Customer agrees that, at any time during the term of this 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 Customer shall pay such increased or decreased rate in the Call Tariff charges.
- 10.8 Voip Unlimited shall endeavour to notify the Customer of any change in the Call Tariff charges within a reasonable time of any change but failure by Voip Unlimited to notify the Customer shall not affect the Customer's liability to pay the Charges or entitle the Customer 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 Customer 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 Customer 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 Customer's account. In addition, at Voip Unlimited's discretion and without prejudice to any other rights it may have under this 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 this Contract by the Customer and subsequently re-instated at the absolute discretion of Voip Unlimited, a £30 Reinstatement fee will be paid by the Customer.
- 10.14 All amounts payable by the Customer 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 Customer, the Customer 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 Customer fails to make any payment due to Voip Unlimited under the Contract by the due date for payment, then the Customer 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 Customer shall pay the interest together with the overdue amount.
- 10.16 The Customer 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 Customer against any amount payable by Voip Unlimited to the Customer.
- 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 Customer shall be liable for all and any telecommunication charges payable to any third party arising out of the Customer'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 Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer'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 Customer.
- 11.3 All Voip Unlimited Materials are the exclusive property of Voip Unlimited.

12. LIMITATION OF LIABILITY: THE CUSTOMER'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 Customer, 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 Customer, 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 Customer on the terms of this 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 Customer 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 Customer 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 Customer if:
- (a) the Customer 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 Customer;
 - (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 Customer's site by Voip Unlimited shows the Customer'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 Customer and Voip Unlimited if:
- (a) the Customer 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 Customer is about to become subject to any of them; or

- (b) or if the Customer fails to pay any amount due under this 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 Customer 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 Customer immediately on receipt;
- (b) the Customer shall return all of Voip Unlimited Materials which have not been fully paid for. If the Customer fails to do so, then Voip Unlimited may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) If Voip Unlimited's Materials are damaged or not in good condition the Customer shall immediately pay the remedial or replacement costs of the same;
- (d) the Customer shall immediately cease using the Services;
- (e) 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
- (f) 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 Customer, the Customer shall reimburse Voip Unlimited on a full indemnity basis for all costs, expenses, management time calculated at a reasonable hourly rate and any other losses 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 Customer 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 this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this 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 this 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 this Contract by giving eight weeks' written notice to the Affected Party.

- 15.5 Nothing in this clause 15 shall permit the Customer to terminate this 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 Customer 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) The Customer shall not, without the prior written consent of Voip Unlimited, 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.

16.2 Confidentiality.

- (a) The Customer 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 Customer may only disclose Voip Unlimited's confidential information in the following circumstances:
- (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Customer'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 Customer 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 a party to the Contract shall have any right to enforce any of its terms.

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 **Non-Solicitation.**

- (a) The Customer agrees that during this agreement and for twelve (12) months after the termination or expiry of this agreement not to induce or entice any persons (whether directly or indirectly) who were employed by Voip Unlimited during the previous twelve (12) months.
- (b) In the event that the Customer breaches Clause 16.11 (a), it will pay Voip Unlimited by way of liquidated damages one hundred percent (100%) of the first years' salary of such person within thirty (30) days of that persons commencement of employment with the Customer.

Annex A – SIP Service Schedule V1.0C

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 technical contract 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 Licence' – shall mean the product under which Voip Unlimited sells the ability to make SIP calls, the licence shall contain Channels and DDIs and be available at one per IP Address.
- 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 Licence– shall mean the ability to make or receive SIP calls from a PBX or handset or softphone via an allocated headline number and any associated channels or 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 customer's email address
 - 2.1.3 Number Porting – shall mean a service which enables customers 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 Licence – 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 Trunk – 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 a minimum of 12 months from the Service Commencement Date unless stated otherwise on the Service Order Form or Customer Requirement Form.

5.0 Service Use

5.1 For the avoidance of doubt, the Customer acknowledges that:

5.1.1 it 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 Customer 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 Customers have a choice on how they would like their SIP trunks 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 customer system/circuit failure customers 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 customers 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 Customer must be aware of and follow the procedure for diverting calls-over an alternative network as will be notified to the Customer 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 Customers 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 Customers 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 Customer to authorise transfer of non-geographic numbers to Voip Unlimiteds 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 CRD (Customer 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.

6.0 Obligations

- 6.1 The Customer 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 customer acknowledges that they must provide a copy of the phone bill for said number and the Customer must send Voip Unlimited a letter on headed paper stating that they are authorised to use said number. Failure to do so will result in this feature being suspended and a potential fine added to the customer'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 Licences - thirty (30) days.
 - 7.1.2 DDIs - thirty (30) days.
 - 7.1.3 Channels - thirty (30) days.
 - 7.1.4 Directory Entries - one (1) year expiring on an anniversary of the commencement date of the Directory Entries service provision.
 - 7.1.5 Fax to Email - thirty (30) days.
 - 7.1.6 International DDIs - thirty (30) days.

8.0 Charges

- 8.1 The SIP Licence fee is conditional on use of the SIP Licence for outbound calls. SIP licences that are only used for inbound calls are subject to a monthly charge defined in the relevant Price List for each concurrent channel used. This replaces the flat SIP Licence fee.
- 8.2 Additional DDIs are available in blocks of ten for an additional fee defined in the relevant Price List
- 8.3 Memorable numbers are available at an additional charge defined in the relevant Price List
- 8.4 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
- 8.5 Exporting International numbers to another provider may be subject to an administration charge, impacted countries and charges are available on request.
- 8.6 Since reconfiguring SIP Licences *after* provision involves additional systems administration work, we do apply a one off reconfiguration charge defined in the relevant Price List
- 8.7 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 customer account and by emailing Voip Unlimited for additional services, the customer is accepting charges as per the relevant Price List.
- 8.8 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 customer must ensure they are up to date with their latest price list.
- 8.9 If any fixed charge prices are to change Voip Unlimited will email the customer with 30 days' notice.

- 8.10 The Customer 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 Customer at Voip Unlimited's discretion. The Customer 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.
- 8.11 In the event that Voip Unlimited fails to provide the Services and the Customer 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.
- 8.12 Voip Unlimited reserves the right to invoice the customer for any charges relating to Phone Book Entries. It is the Customer's responsibility to check at the point of porting numbers in that there are no unwanted Special Phone book entries applied to the number.
- 8.13 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.
- 8.14 If Voip Unlimited agrees to give the customer 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
 - 8.14.1 The discount rate shall not be honoured if the required minutes in the calendar month are not met
 - 8.14.2 The minutes shall be totalled from calls whose start time is on or after 00:00:00 on the 1st of the month and include calls whose finish time is before on 23:59:59 on the last day of the month
 - 8.14.3 Should the required quantity not be met then the customer will default back to the rate prior to the discount on the tariff they are on at the time.
 - 8.14.4 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 customer site to a customer 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 customer 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 customer an order acknowledgement email to the technical and order contact as specified on the Service order form or Customer requirement form.
- 1.10 'Ready for use' shall be 1 working day after the Customer 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 customer onsite representative.
- 1.13 **'Voip Unlimited' shall mean** Voip-Un Limited registered in England and Wales with company number 05225497.
- 1.14 'VU Guard' shall mean the name under which Voip Unlimited sells its DDoS protection product.

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.
- 2.1 'VU Guard' – shall mean a filtering service that can be switched on by a subscribed customer at any time from the customer portal in order to clean traffic and temporarily stop the effects of the DDoS attack until such time that the customer can speak with the upstream provider and stop the traffic.

3.0 Service Provision.

- 3.1 Voip-Unlimited will notify the Customer 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 Customer 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 Customer 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 Customer 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 Customer 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 Customer 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 Customer 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 customer with a service, the customer 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 customer 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 customer 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.
- 3.12 Any VU Guard Service added to any Ethernet Circuit must be added for the full duration of the initial term, should the service not be ordered when the circuit is ordered then the subscription pricing will not be available to the customer.
- 3.13 If an Ethernet service that has a VU Guard service attached to it is upgraded, the VU Guard service will automatically be upgraded to match the upgraded Bandwidth and the customer understands by upgraded the Ethernet line they are accepting the upgraded VU Guard charges.
- 3.14 When the customer suspects that a DDoS attack is affecting one of their IPs, they must contact VoIP Unlimited by raising a support ticket or calling the technical support team and Voip Unlimited will then clean the unwanted traffic to remove the attack. Alternatively, if the customer has an active subscription, they can turn the service on from their customer portal area.
- 3.15 Once VoIP Unlimited begin cleaning traffic on an affected IP, the cleaning will take place for a period of 12 hours, after 12 hours has passed the cleaning will automatically be turned off; should an attack resume, the customer will be required to report this to VoIP Unlimited once more to begin the cleaning process again.
- 3.16 Customers can add a "One Off" VU Guard service at any time but this will be charged at the fees listed in the price list under "One Off" and this does not form part of the subscription.

4.0 Service Commencement Date

- 4.1 Initial term shall commence on the service commencement date and that shall be on the day the service is ready for use.
- 4.2 The Customer 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 90 plus 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 Customer within 48 hours of receipt and any early life failures reported as soon as practicable by the Customer. If the Customer 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 customer'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.
- 7.2 Upon termination of an Ethernet service, the Company shall charge the Customer for any equipment still on the Customer site provided by the Company for said service at the current Company sale price for that item. Once the item has been returned to the Company in a good condition then the funds shall be returned to the Customer. It is the Customers responsibility to ensure that the items are packed sufficiently for shipping. Should the items arrive damaged and Voip Unlimited deems the packaging not sufficient for shipping, the Customer will be charged the full amount in the price list for said equipment.

8.0 Service Level Agreement

8.1 Fault Reporting

Customers 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 Customer or Dealer
- Voip unlimited are waiting for a response from the customer or dealer
- Site visit is confirmed outside of the resolution window at the customer'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.

- Customer or Dealer requests a test on the Ethernet services and no failure is detected or reported.
- The fault is due to the Customer's own network or equipment.
- The fault is due to a managed router failure at the customer site.
- The customer 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 customer 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 customer 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 For any Wholesale Line Rental service shall be as follows
 - 4.1.1 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 the Wholesale Line Rental Price List.
- 6.6 DDI is not available at all exchanges.
- 6.7 Direct Dialling In (DDI) allows end-customers 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 Customers 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 Customer 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 Customer 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

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 'Customer Required by Date' or 'CRD' shall mean the date the Customer 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 customer
- 1.9 'Wires only' shall mean that no termination equipment will be provided to the customer
- 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 Customer 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 Customer 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 Customer 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 Customer 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 customer 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 Customer 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 customers choose to run SIP trunk services over these connections, Voip Unlimited cannot guarantee sustained voice quality.
- 6.7 The customer 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 customer 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 customer 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 Customers 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 customer 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 Customer 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 Customer if a visit is aborted due to any omission of the Customer including but not limited to the following circumstances
 - 9.1.1 An incorrect address has been provided by the Customer
 - 9.1.2 An Engineer arrives at the Customer site but is unable to gain access
 - 9.1.3 An Engineer arrives at the Customer 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 customer less than 48 hours prior to the agreed visit time

Annex E - Voip Exchange Service Schedule - V1.2C

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 customers:

- 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 'Bundles' – shall mean Call bundles offered to the customer by Voip Unlimited.
- 1.3 'DDI' or 'DID' – shall mean a Direct Inward Dial number.
- 1.4 'CLI' shall mean Caller Line Identity
- 1.5 'Flexible CLI presentation' shall mean the ability to present a number that is not currently hosted on the Voip Unlimited network
- 1.6 'Mobile App' shall mean the soft phone application provided by Voip Unlimited for use of the Voip Exchange product'
- 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 'Voip Exchange' shall mean the brand under which Voip Unlimited sells its Hosted Communication Platform
- 1.9 'Voip' – shall mean Voice over Internet Protocol
- 1.10 'Voip Exchange features' shall mean the list of features supported by the Voip Exchange product
- 1.11 'QoS' shall mean Quality of Service
- 1.12 **'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 customers' email address
 - 2.1.3 Number Porting – the service which enables customers to change their service provider whilst keeping their existing telephone number. Customers 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 customer 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 customer 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 customer to make Voip calls which will be chargeable as per the relevant call tariff.
 - 2.1.9 Call Bundles – the service will consist of a pre set amount of free minutes to specified locations.

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 5 working days after the handsets are shipped by Voip Unlimited.

4.0 Initial Term

- 4.1** Initial term for any Voip Exchange services will be 36 months from the Service Commencement Date unless stated otherwise on the Service Order Form.

5.0 Service Provision

- 5.1** Customers have a choice on how they would like their Voip exchange product configured however the customer is responsible for completing the technical aspect form; the Voip exchange product will be configured according to the submitted technical aspect form and any deviation from this form required to be completed by Voip Unlimited will be subject to a reconfiguration fee in the sum set out on Voip Unlimited's Price Lists and Tariffs.
- 5.2** The Handsets will not be ordered for delivery until a signed valid service order form and a technical aspect form have been received and approved by Voip Unlimited.

6.0 Installation

- 6.1** When the Voip Exchange product is supplied and installed by Voip Unlimited, on the day of the installation the customer must
- 6.1.1 Ensure that the representative administrator for the customer is present to attend a training session that will take place at the end of the installation
 - 6.1.2 Ensure that the site is prepared for the installation
- 6.2** If a representative administrator is not available to attend the training on the day of the install, then Voip Unlimited shall charge the customer £350 to re-schedule another training session in addition to any travel expenses incurred.
- 6.3** Should the site not be prepared for install Voip Unlimited shall charge the customer £350 plus any travel expenses incurred on that day.
- 6.4** When the Voip Exchange product is supplied by Voip Unlimited but installed by a 3rd Party the customer 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 Customer 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 customer 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 customers 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 customer 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 customer, 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 customer 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 customer'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 customer 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 customer's account and payable immediately by the Customer.
- 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 customer damage or negligence, then the full cost of the equipment will be charged to the customer 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 Customer understands that not having sufficient bandwidth will result in poor service.
- 7.12 Call Bundles offered by Voip Unlimited will be subject to the following conditions;
 - 7.13 Bundled minutes applied to geographic bundles will consist of codes UK 01, 02 and 03 calling codes
 - 7.14 Calls to 03 numbers must not exceed 25% of the geographic bundle, if this is exceeded then the overage above the 25% will be billed at the customers standard tariff rate
 - 7.15 Bundles minutes applied to mobile bundles will consist of a selection of calling codes and are subject to change, the calling codes relevant to the bundle are available from the Voip Unlimited portal and on request.
 - 7.16 Any calls made outside of the applied bundle will be billed in arrears and rated using the customers standard tariff
 - 7.17 All bundles will reset at the end of each month and any minutes not used in the previous month will not be rolled over.
 - 7.18 Bundles will be applied to a Customers DDI and the bundles cannot be pooled for Company use.

8.0 Obligations

- 8.1 The customer 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 customer is installed in such a manner that it was secure from access by unauthorised third parties
- 8.2 It is the responsibility of the customer 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 customer 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 Customer will cover the costs to return the handsets to the Customer
 - 8.3.3 The Customer will cover any shipping costs to send the Handsets to Voip Unlimited for Pre approval
 - 8.3.4 It is the responsibility of the Customer 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 Customer at a per handset charge or alternatively Voip Unlimited will ship refurbished configured units to the Customer for use with the Voip Exchange product.
 - 8.3.6 If Refurbished units are sent to the Customer in place of the units the Customer sent in, said handsets will remain property of Voip Unlimited.
- 8.4 The Customer 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 customer 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 customer acknowledges that the call recording service is not PCI compliant.