Annex - IP Voice Services Terms

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Terms & Conditions Annex

IP Voice Services

Service Specific Terms and Conditions for IP Voice Services provided by the Company

INTRODUCTION

1. Definitions - additional to those in the Main Terms and Conditions

a. IPVS Means IP Voice Services including ic-talk3

b. "Activation Date" means the date that the Customer activates a license or feature via the Provisioning Platform or the date that IC activate the service for use by the Customer.

c. "Agreement" means these conditions, the Schedules (including Annexes referred to in such Schedules), IC's Main Terms & Conditions and usage policies as displayed on the IC website.

d. "Authorised Equipment" means the list of Media Gateways, IP Phones and other CPE tested by IC and confirmed by IC as being compatible with the Service.

e. "Billing Portal" means the web based portal which is provided by IC to the Customer to enable the Customer to access billing details.

f. "BT Emergency Centre" means the premises where BT operators answer Emergency Calls.

g. "BT PSTN Network" means BT's Public Switched Telephone Network.

h. "Business Portal" means the web based portal used by the Customer or end user to create and manage telephone features. The Business Portal can also be used to create end users (but NOT sites and Resellers).

i. "Call" means a signal, message or communication which can be silent, visual or spoken,

excluding text messages.

j. "Charges" means the charges payable by the Customer to IC for the Service and any other amounts payable under this Agreement as set out in Schedule 3.

k. "CLI" means the telephone number of the originating end user (i.e. the calling party) or the default number of the Customer.

l. "Communications Provider or (CP)" means a 'Communications Provider' as defined in paragraph 1.4(a) of Condition 1 of the General Conditions of Entitlement set by OFCOM pursuant to section 45 of the Communications Act 2003.

m. "Connect To Number" means the contact number used to connect to the relevant Emergency Services Organisation.

n. "CRF" is a Customer Requirement Form used by the Customer to either order the Service, or to modify certain aspects of the Service.

o. "Customer Equipment" means the Customer's equipment used in connection with the Service.

p. "Customer Group Company" means a Customer subsidiary or holding company, or any subsidiary of that holding company, all as defined by Section 1159 of the Companies Act, 2006.

q. "Customer Service" means the service provided to the End User by the Customer using the Service.

r. "Daytime" means Monday to Friday 7:00am - 19:00 pm.

s. "Emergency Call" means a Call to 999.

t. "Emergency Calls Access" means the service conveying Emergency Calls as described in Schedule 4 and which forms part of the Service.

u. "Emergency Services Database" or "ESDB" means the 999 call routing and address database.

v. "Emergency Services Organisation" means the relevant local public police, fire,

ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies.

w. "End User" means the end user of a Customer Service.

x. "Evening" means all other times which are not Daytime or Weekend.

y. "Feature" means a distinguishable software function included in the Software various Features may be grouped together in Feature Packs.

z. "Feature Pack" means a grouping of specific Features as identified on the IC Website or in specific feature documents provided to the Customer from time to time by IC. IC may make changes to the Features and and/or prices that make up a Feature Pack or introduce new Feature Packs.

aa. "First Level Support" means the handling of calls direct from End Users and not the nominated Reseller or Trained Support Contact, which is the sole responsibility of the Customer under this Agreement. IC will not accept such calls.

bb. "Incoming Calls" means Calls from the destinations with E.164 numbers made to the Customers End Users or Resellers End Users.

cc. "International Destination Network" means a network operated in an overseas country.

dd. "License" means the right, whilst and only whilst the Agreement is in force, for each user point to access the Service. This right does not operate to transfer any intellectual property to the Customer.

ee. "Media Gateway" means CPE that acts as a translation unit between disparate telecommunication networks.

ff. "Minimum Commitment" means the cumulative total level of licenses.

gg. "Nominated Contact" or "Trained Support Contact" means the person or persons listed with IC as being responsible for the service from the Customers perspective, a Trained Support Contact is one who has undergone official training from IC in the use and deployment of the Service.

hh. "Number Management Guide" means the guide as may be amended from time to time

containing information relating to Number Porting and Sub-Allocation as available on the IC Website or otherwise made available to the Customer.

ii. "Number Portability" means an arrangement between the parties whereby an End User's telephone number ceases to be provided by the losing CP and such End User telephone number is subject to number import onto the Service platform. If the End User telephone number ceases to be used by the Customer then it may be subject to number export to the gaining CP pursuant to the Number Portability rules further detailed in the Product Handbook and Number Management Guide.

jj. "On Net" means Calls that starts and end on the Service platform.

kk. "Off Net" means Calls that are sent or received from another network (to the PSTN or other IP platform/gateway).

ll. "Outgoing Calls" means Calls from the Customer's Service platform via their End Users or Resellers End Users, to destinations outside of the Customer's Service.

mm. "PBX" means public branch exchange.

nn. "Product Description" means the IC IP Voice Service product description as may be amended from time to time which is available on the IC Website.

oo. "Product Handbook" means the handbook as may be amended from time to time containing information relating to the Service to assist the Customer which is available on the IC Website or otherwise made available to the Customer.

pp. "PRS" or "Premium Rate Service" means a communications service where Call charges include a premium to cover the cost of content and/or an element of the service above the costs and charges attributable to conveyance.

qq. "PSTN" means a public switched telephone network.

rr. "Provisioning Portal" means a portal allowing Customers to place orders for the Service. This portal is for creation of End Users and the assignment of services.

ss. "Reverse Charging Call" means a Call for which the called end user is requested and agrees to pay the cost of a Call from a person who initiates a Call.

tt. "Second Level Support" means the ability in relation to the Service to resolve the majority of miss-configurations, troubleshoot and simulate complex configuration, hardware, and software problems, support problem isolation and determination of Service specification defects (if possible); define a problem resolution action plan; do in-depth analysis of traces and log files, provide support on all protocols and features, diagnose problems remotely and provide IC with problem descriptions which cannot be resolved by Second Level Support. Second Level Support shall also encompass coordination with third party hardware or service suppliers to resolve any issues of the nature described in Second Level Support.

uu. "Service Delivery Date" means the date by which IC will aim to activate the Service for the End User or the Reseller can commence connecting End User's to the Reseller Service.

vv. "Staff" - means any person employed or engaged by or through the Customer or any subcontractor of the Customer in the provision of a service prior to the commencement of the Service.

ww. "Third Level Support" means troubleshooting and fixing or generating workarounds for software bugs, where software bugs are described as code or database configuration errors found in Software limited to code, not including any configuration changes or database changes made by any parties other than the Supplier. Third Level support will include additional support on all protocols and features, analysis of traces and log files, root cause analysis, installation and configuration support and core dumps for the purpose of fixing software bugs.

xx. "Third Party PSTN Network" means the Public Switched Telecommunications Network of a third party.

yy. "VOIP" means voice over internet protocol

zz. "Weekend" means from midnight Friday until midnight Sunday.

aaa. "Working Day" means 9.00 to 17.00 Monday to Friday, excluding public or bank holidays in the United Kingdom.

Schedule 1 - The Agreement

1. The customer acknowledges that it is technically impracticable to provide a fault free

Service and IC does not undertake to do so.

2. This service is designed for end user hosted voice and SIP Trunk services only. The Customer acknowledges that the Service is not designed to be a carrier interconnect and that the IC platform for this Service will not support diallers of any description.

3. IC will use reasonable endeavours to provide an uninterrupted Service, however IC may:

a. for operational reasons, introduce or withdraw Service features, introduce process changes to improve the quality of the Service, change the technical specification of the Service (including Service upgrades) upon giving not less than 28 days notice, provided that any such changes do not have a materially adverse effect on the performance or provision of the Service;

b. give the Customer instructions which it believes are necessary for reasons of health, safety or the quality of the Service or the quality of any other telecommunications services provided by IC to the Customer or any other customer of IC and the Customer must ensure these are adhered to; or

c. interrupt the Service for operational reasons (including planned maintenance) or because of an emergency. IC agrees to restore the interrupted Service as quickly as reasonably possible and, where practicable, IC will give the Customer as much notice as possible; or.

d. take action to protect the Service platform if a Customer or End User is using the platform in a manner that is damaging to the platform. This may involve IC taking actions to block or restrict End User equipment from accessing the Service platform.

4. The Customer will:

a. appoint a person or persons as a Nominated Contact(s). The Customer's Nominated Contact will be named in the CRF or via the IC Web Site and they will be the point of liaison between IC and the Customer for issues regarding this Agreement and the Service.

b. The Customer will notify each other of any changes to these details.

5. Any equipment connected (directly or indirectly) to or used with the Service must be connected and used in accordance with any published instructions, safety and security

procedures applicable to the use of that equipment.

6. Any equipment connected (directly or indirectly) to or used with the Service must be compatible with the Service and where applicable be on the IC Authorised Equipment list which can be found on the IC Website. Any equipment not listed as Authorised Equipment, where applicable, will not be supported by the Service. Where equipment is not supplied by IC it is the Customer's responsibility to configure, support and test said equipment. Support for Customer supplied equipment is a chargeable service and is at the sole discretion of IC and a connection fee may apply.

7. The Customer must not use the Service, and must take all reasonable steps, to ensure that the Customer Service is not used:

a. to make nuisance calls;

b. to send, knowingly receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing;

c. contrary to any instructions given by IC

d. in a way that does not comply with the terms of any legislation or any licence applicable to the Customer or End User;

e. in a manner that is in any way unlawful, fraudulent or in bad faith or, to the knowledge of the Customer, has any unlawful, fraudulent or bad faith purpose or effect; or

f. in a manner that in IC's reasonable opinion could materially affect the quality of any telecommunications service, including the Service, provided by IC; or.

g. In a manner which is contrary to clause Paragraph 3 above or clause 9 below..

8. The Customer must:

a. comply with all relevant legislation and regulation (including but not limited to the Code of Advertising, Sales Promotion and Direct Marketing and any relevant Ofcom guidance on 'misselling' or 'slamming') relating to its provision of the Customer Service, including marketing and advertising of the Customer Service and ensure that it has in place at all times processes to monitor and enforce compliance by its staff and agents with such legislation and regulation and to receive and take prompt and effective action on

complaints from IC or parties who are authorised to enforce such compliance;

b. take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in conjunction with the Service is not infected by viruses and/or logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs;

c. monitor the profile of Calls made and received using the Service for potential fraudulent or bad faith use and take reasonable steps to prevent such use;

d. comply with all Number Portability requests including number import and number export;

e. comply with its obligations as set out herein, including the obligation to advise End Users of the limits of the emergency call support provided.

9. IC will have the contractual relationship with the End User either directly or through its contracts with its Resellers for the provision of the Customer Service.

10. If the Reseller uses the Service in breach of this clause to supply the Customer Service directly or indirectly to an End User or IC has reasonable grounds to suspect such use, IC may suspend the Service immediately by notice to the Customer.

11. A Reseller agrees to include and maintain in its contracts with End Users or shall procure in its contracts with its Resellers that such Resellers having a contract with an End User, (as the case may be), has conditions equivalent to those contained in clause 8 and undertakes to IC to diligently and properly enforce such conditions.

12. A The Reseller will indemnify IC against all Liabilities loss, damages, costs and expenses arising or incurred by IC and in respect of any actions, claims or legal proceedings which are brought or threatened against IC by a third party because the Customer is in breach of clause 8.

13. The Customer acknowledges that use of VoIP, like other network-based services, carries certain security risks to the systems and networks of customers, IC and third parties including, but not limited to: misuse; unauthorized access; alterations; theft; destruction; corruption; and attacks ("Occurrences").

The Customer shall, at its own expense, take security measures including but not limited

to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions to protect from Occurrences all VoIP traffic, equipment, software, data and systems located on the Customer's premises or otherwise in the Customer's control and used in connection with VoIP, whether owned by the Customer, IC, or IC's subcontractors.

The Customer agrees that IC is not liable, in contract, tort, or on any other basis, for any loss resulting from any Occurrences or use of such VoIP traffic, facilities or other equipment, software, data and systems. The Customer is responsible for all security measures, even if the Customer uses a third party or IC to configure and implement them.

14. Billing Additions;

a. Transfer Charge or International calls will be invoiced as soon as conveyed to IC from the carrier or Third Party PSTN Network for the conveyance of the call. Due to the nature of this transaction delays may be present and IC reserves the right to charge the customer up to 6 months following the call being placed for that call without notice.

b. Payment shall not be made by the Customer for a Call where a Call is not successfully conveyed because:

1. the Call is not answered by the dialled number;

2. the dialled number is engaged; or

3. the dialled number is not available.

15. If either party is unable to do or is delayed in doing what it has agreed under this Agreement because of MBORC then the party affected shall have no liability to the other for that delay or failure to perform.

16. If as a result of MBORC, the affected party is unable to do or delayed in doing what it has agreed under this Agreement, it shall continue performing those obligations under this Agreement that are not affected by MBORC and in performing those obligations shall use reasonable efforts to deploy its resources so that (when taken with obligations to third parties) there is no undue discrimination against the other party.

Schedule 2 - The "Service"

1. THE SERVICE

a. SIP Trunk Solution is the version of the Service whereby the End Users can either connect their existing PBX to a Media Gateway, or where possible directly to the service and provide IP telephony calls. The Media Gateway interfaces with the End User's IP Access Circuit which will pass the call to the Service platform. The End User can use SIP Trunk Solution for the purpose of making and receiving Calls.

b. It is made up of the following components:

i. a platform that will transit voice Calls to and from the End Users

ii. business portal and provisioning application;

iii. a mandatory training course for a Reseller;

iv. access to the standard Features set out in the Product Handbook and IC Website;

v. access to a range of optional Features; and

vi. access to a Support Helpdesk.

c. It is the Reseller's responsibility to inform the End User that the following CPE - (which is not an exhaustive list) - will be required at the End User's premises before the SIP Trunk Solution can be commissioned:

i. Media Gateway;

ii. PBX

iii. telephone handsets

iv. IP Access Circuit and corresponding data hardware e.g. router, firewalls.

d. Hosted VoIP Solution: the version of the Service whereby the End User can connect an IP phone, (including mobile handsets, or soft phones), into a local area network port switch, which in turn interfaces with the End User's IP Access Circuit. The End User's IP Access circuit will pass the Call to the Service platform. The End User can use the Hosted VoIP Solution for the purpose of sending and receiving Calls.

e. It is made up of the following components:

i. a platform that will transit voice Calls to and from the Customers End Users

ii. business portal and provisioning application;

iii. a mandatory training course for a Reseller;

iv. access to the standard Features set out in the Product Handbook and IC Website;

v. access to a range of optional Features; and

vi. access to a Support Helpdesk.

f. It is the Reseller's responsibility to inform the End User that the following CPE - which is not an exhaustive list - will be required at the End User's premises for the Hosted VoiP solution to be commissioned:

i. IP telephony phones

ii. IP Access Circuit and any corresponding data hardware such as e.g. router, port switches.

2. SERVICE CONSTRAINTS

a. The Customer acknowledges that some technical limitations with the Service may not become apparent until after the Service has been installed and working for some time. In such circumstances, IC may withdraw the Service or components of the Service

b. If Calls conveyed via the Service for onward termination to an International Destination Network are abnormally high then IC or IC's overseas partner may instigate network management control measures.

c. The Service will not support the following call types:-

i. outgoing Calls to:

1. 1XX, 1XXX and 1XXXX codes (excluding directory enquiry services)

2. 070 personal numbering services;

3. dial up internet and

4. international free phone (00800)

ii. incoming Calls which IC may add from time to time

iii. 070 Personal Numbering Services; and

iv. international Free Phone (00800)

v. short message service and text messaging

d. The Customer acknowledges that CPE, IP phones and Media Gateways, being used with the Service must be on the Authorised Equipment list. In the case of IP Phone, ATA's and Gateways where these are supplied by IC the prices will include support and activation fees. Hardware from 3rd party suppliers will be subject to a £35 activation fee in addition to any other charges and will not be supported, non-approved hardware will be deactivated without warning. Periodic compliance checks will be performed to enforce this policy and charges will be automatically applied to the customers account.

e. IC reserves the right to not provide the Service or fulfil a CRF at its absolute discretion, including but not limited to where IC:

i. considers that there is a significant credit risk;

ii. considers that there is a fraud risk

iii. considers that the CRF is inaccurate or incomplete; or

iv. reasonably anticipates that the Customer Equipment will not be compatible with the Service.

f. IC will initiate call barring at a network level to certain international destinations. These destinations will be published on the IC Website. The Customer will need to give notice to IC if they wish any of these destinations to be unbarred and IC will retain sole discretion whether to accept such notice in any individual case based on the circumstances.

3. IC OBLIGATIONS

a. IC will provide training for the Reseller's nominated personnel (not applicable for direct End Users). The training dates allocated to the Customer shall be at ICs sole discretion and the training courses available are:

i. a mandatory technical training course for the Service where Hosted VoIP and/or SIP Trunk is being used (not applicable for direct End Users). The training course has been designated by IC as mandatory for the Customer to ensure that the Reseller can autonomously set up and manage its End Users. Technical training will cover all aspects of setting up and managing the Service; and

ii. Subject to a maximum limit of 4 people.

b. Additional training shall be available and shall be charged at the rates as advised at the time.

c. The location of all training courses shall be at ICs sole discretion, but shall be located at either IC premises or at the Customer site. If training is provided at the Customer site then IC will at its sole discretion charge the Customer for its reasonable costs of travel and accommodation.

d. IC shall provide a workshop reference manual to all mandatory technical training course attendees at the end of the course.

4. TECHNICAL SUPPORT

a. IC shall provide the Reseller with Second Level Support and Third Level Support. It is the sole responsibility of the Reseller to provide First Level Support to its End Users and IC will not accept any call made to it direct by End Users. For direct End User customer's of IC then IC shall provide First Level Support for those End Users Nominated Contact only.

b. IC will aim to provide the Service in accordance with the Service levels detailed in Schedule 5.

5. CUSTOMER OBLIGATIONS

a. The Customer must:

i. where a Customer is a direct customer of IC prior to being provided access to the business portal at least the Nominated Contact must attend a mandatory training course.

ii. where a IC training course is to take place on the Reseller Site, ensure that it makes available the CPE which IC has specified is required to participate in the training courses.

iii. ensure that the appropriate Reseller personnel attend the IC training courses, but IC reserves the right to limit the number of places available for Reseller personnel chosen to attend; and

iv. give a minimum of 7 Working Days notice to IC of any change to or cancellation of dates agreed for training. Failure to provide such notice will result in the Reseller being charged.

b. In relation to Emergency Calls Access, the reseller must provide IC with initial and accurate End User data and regular updates of that data to ensure accuracy to the IC Emergency Services Data Base, as specified in Schedule 4. For direct End Users the Nominated Contact must ensure any changes to emergency information are submitted to IC as promptly as possible.

c. The Customer shall submit the CRF to IC within 15 Working Days of this Agreement taking effect and the Customer acknowledges that it shall be responsible for obtaining all necessary permissions and consents before it submits a CRF. In the event that the Customer does not submit a CRF within this time then IC has the right to terminate this Agreement.

6. NUMBER SUB-ALLOCATION

a. IC may at its discretion sub-allocate to the Customer geographic and non-geographic number ranges.

b. The Customer may not request IC to sub-allocate more than 100 consecutive numbers in one order.

c. A sub-allocated number is provided to the Customer requesting the number(s) for a period of 6 months, if the number is not used within this time i.e. allocated to an End Customer, the number MUST be returned to the Service sub-allocation pool, where it will be held for a period of 3 months before being made available for sub-allocation again. This is to ensure that:

i. there is efficient use of sub-allocated numbers

ii. Customers do not purchase numbers which they then do not use

iii. IC complies with Ofcom requirements to use the numbers correctly following allocation.

d. IC may revoke any sub-allocation of a number range on reasonable notice where the Customer is not, in IC's reasonable opinion actively making use of such numbers.

e. The Customer must promptly provide IC with such information regarding the utilisation of sub-allocated numbers as reasonably requested.

7. NUMBER PORTING

a. the Customer agrees that IC will manage the porting of all numbers to be used in connection with the Customer Service and:

i. The Customer must comply with all relevant legislation and regulation (including codes of practice) regarding porting. For the avoidance of doubt, IC will not port a telephone number where the Customer has not complied with this clause; and

ii. If an End User or another Communications Provider requests that a number be ported / exported, the Customer shall comply with all reasonable requests to facilitate such porting;

iii. The Customer acknowledges that there may be some restrictions to Number Portability and not all numbers may be ported.

8. ORDER HANDLING AND SERVICE ESTABLISHMENT

a. Within 15 Working Days of this Agreement taking effect, the Customer must submit a CRF for the Service by email during a Working Day to the email address specified in the relevant section of the CRF, or to such other address or via such other process as advised by IC to the Customer from time to time.

b. Within three (3) Working Days of receipt of the completed CRF IC shall aim to advise the Customer by email whether it will supply the Service and, if so, detail the next steps. The Customer acknowledges that the Service Delivery Date can only occur once the

Reseller's nominated Customer Personnel have completed the mandatory training.

9. INTERFACES

a. It is the Reseller's responsibility to provide, manage and maintain the Customer Equipment that will interface with IC equipment and ensure it is compatible.

b. If the Customer modifies or changes the Customer Equipment in a manner that may have a detrimental impact on the IC Equipment, the IC Service, the BT PSTN Network, the equipment or network of another customer or otherwise, the Customer must provide IC with 28 days prior written notice and IC reserves the right to immediately suspend or terminate the Service by notice.

10. SCHEDULED AND UNSCHEDULED OUTAGES

a. For the purpose of providing new installations, updating facilities and general maintenance, scheduled downtime will occur from time to time. IC will provide the Customer with at least five (5) Working Days notice of any scheduled downtime via the technical helpdesk system / IC Website.

b. IC may occasionally suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency, but before doing so will give the Customer as much notice as possible and whenever practicable will agree with the Customer, when the Service is to be suspended.

11. PROVISIONING AND CANCELLATION

a. IC will use reasonable endeavours to activate the Service by the Service Delivery Date or a Feature by the Activation Date, but shall have no liability for a failure to do so.

b. A CRF for a Service may be rejected if any information submitted is illegible, inaccurate, incomplete or incorrect.

c. The Customer may cancel the Service or any part of it at any time before the Service Delivery Date subject to the Customer reimbursing IC for the costs of any work done and for money spent in preparing to provide the Service. IC will take reasonable steps to mitigate the amount of such costs and expense.

12. CESSATIONS OR AMENDMENTS

a. The Customer may request the cessation of or the amendment of a License or Feature. Where the cessation or amendment occurs during the middle of the calendar month IC will calculate the applicable License or Feature Charge on a pro rata basis (subject to Minimum Terms). The Customer shall request all other technical amendments to the Service by completing and submitting a CRF to IC.

13. SERVICE ASSURANCE AND PROBLEM MANAGEMENT

a. The Customer must report all faults relating to the Service only to IC via the Support Helpdesk.

b. For Severity 1 faults only IC will provide a support and service management facility, 24 hours, 7 days a week and 365 days of the year to the Customer via the IC Emergency Helpdesk. The IC Helpdesk will be available to process Severity 2, Severity 3 and Severity 4 faults (as further detailed in Schedule 5) during a Working Day.

c. The Customer's Nominated Contacts will be the only point of contact with IC for the notification of all faults with the Service and fault resolution. IC will not accept fault reports in respect of the Service directly from an End User. If an End User mistakenly contacts IC, the End User will be advised to contact the Customer.

d. A Reseller agrees to advise all End Users that all faults in the Customer Service must be reported to the Reseller and not to IC

e. IC is only responsible for faults on the IC network and shall not be responsible for faults with the End Users IP Access Circuits or CPE where not purchased via or under a support contract with IC. If IC does work to investigate or correct a reported fault and finds there is no fault in the Service, the Customer is liable to pay IC's reasonable costs for the work carried out

f. IC will advise the Customer via the support ticketing system once a reported fault has been closed

Schedule 3 - Charges

1. GENERAL

a. The Charges quoted are exclusive of VAT.

b. Charging for a Call shall commence from when an answer signal is received indicating the media path is complete and cease when a release signal is received indicating that the Call has been disconnected.

c. Calls are charged on a per second basis rounded up to the nearest second and whole penny with the exception of minimum or fixed fee Calls. Call Charges (with the exception of Reverse Charging Calls) are shown on the IC Website.

2. CHARGES

a. The following Charges will apply for the Service (as set out in this Schedule 3 including Annex A & B):

i. service creation and training.

ii. Hosted VoiP License
the Hosted VoiP License Charge is a monthly Charge and payable monthly in advance for each License, with a minimum term of one (1) calendar month from the Activation Date;

iii. SIP Trunk License
the SIP Trunk License Charge is a monthly Charge and payable monthly in advance for each License, with a minimum term of one (1) calendar month from the Activation Delivery Date;

iv. Hosted VoIP and SIP Trunk Optional Licenses
the Hosted VoiP and SIP Trunk optional Feature charge is a monthly Charge and payable monthly in advance for each Feature, with a minimum term of 1 calendar month from the Activation Date of the relevant Feature.

v. Number Sub-allocation (one off set up charge per number)
The Number sub-allocation Charge is a one-off charge for the sub-allocation by IC of numbers to the Customer;

vi. Number Portability Charges (one-off)

vii. Call Charges
the Call Charges will be payable at the rates set out on the customer portal for Outgoing Calls

viii. the Call Charges shall apply from the Service Delivery Date.

ix. the Call Charges will be payable monthly in arrears, unless otherwise agreed in accordance with the applicable IC Policy for Credit Vetting.

3. FREE TO CALLER CALLS

a. Where an Outgoing Call is made to a 0800, 0808 and 0500 free phone number it will be free to the End User.

b. Where an Incoming Call is made to a 0800, 0808 and 0500 free phone number belonging to the Customer, either sub-allocated, or ported to the Service, it will be deemed to be an Outgoing Call and charged to the Customer at the rates set out in the customer portal. If a BT managed or public payphone (or equivalent payphone on the BT network of another payphone operator) or Communication Provider is used to make this type of Call the Customer shall pay the payphone access charge as set out in the BT Price List for a BT payphone; or the relevant regulated payphone access charge in a Communications Provider's price list for a Communication Provider payphone.

c. Certain Calls that remain 'On-Net' will be at zero cost to the Customer. Free to Caller Calls are classified as:

i. End Users or the Resellers End User making calls to another End User from the same company, located at the same geographic location (physical site), both with active Hosted or SIPT licenses

ii. End Users or the Resellers End Users making calls to another End User from the same SME, located at a different geographic location (virtual site), both with active Hosted or SIPT Licenses; and

iii. End Users or the Resellers End User making calls to another End User from a different SME, all located under the IC-talk hosted platform, both with active hosted or SIPT licenses.

d. All other calls made will be charged for in accordance with this Agreement as set out in the portal.

4. REVERSE CHARGING CALLS

a. Transfer Charges Calls will be charged at the prevailing rate as set out in the price list on the portal.

Schedule 4 - Emergency Call Access

1. EMERGENCY CALL ACCESS

a. Emergency Calls Access forms part of the Service and shall be supplied by BT on behalf of IC on the terms set out in this Schedule.

b. Subject to the provisions of this Schedule 4, IC shall convey Emergency Calls to the BT Emergency Centre and, if the geographic location of the Emergency Call can be sufficiently identified, hand over such Calls to an Emergency Services Organisation. This service shall only be available for access where the Emergency call originates from a calling party located in the UK having a telephone number conforming to the National Telephone Numbering Plan, and being either from a geographic number range or from non-geographic number ranges 055, 056, 03 or 08.

c. For the avoidance of doubt, a Customer may not acquire/order the Emergency Calls Access component of the Service on its own.

d. IC shall use reasonable endeavours to convey Emergency Calls in accordance with this Schedule.

e. Without prejudice to the provisions of clause 6 of this Schedule 4, IC shall give the Customer not less than 2 months written notice of any material change to the Emergency Service under this Schedule, or such lesser period as may be agreed with the Customer, such agreement not to be unreasonably withheld.

2. EMERGENCY CALLS ACCESS PLANNING AND SET UP

a. The Customer must provide details, for each fixed network termination point or equivalent used, of the telephone number, the Customer's End User's name and installation address (including the post code) in an agreed format.

3. IC'S OBLIGATIONS

a. Subject to the provisions of this Schedule, where Emergency Calls are conveyed to the Service platform, BT shall:

i. convey Emergency Calls to one of the relevant BT Emergency Centres.

ii. if the geographic location of the Emergency Call can be sufficiently identified, provide an onwards connect service to the relevant Emergency Services Organisation via a BT Emergency Centre telephone operator by means of two-way voice telephony; and

b. liaise and co-operate with the Customer in attempting to resolve problems that may arise and assist the Emergency Services Organisations with requests for call-trace in an attempt to identify the geographic location of the Emergency Call and the End User telephone number if not automatically provided.

c. IC shall, based upon the geographic location information available, connect an Emergency Call to the Connect To Number on the BT Emergency Centres' Emergency Services Database shown for the Emergency Services Organisation requested by the End User or Reseller's End User.

d. If IC receives an Emergency Call for which it is not possible to clearly confirm the geographic location and appropriate Connect To Number, or the information is incorrect or corrupted, BT shall use reasonable endeavours to convey the Call to a Connect To Number for the appropriate Emergency Services Organisation.

e. IC shall correct faults with the Service which affect Emergency Calls in accordance with IC's normal engineering practices. For the avoidance of doubt, IC does not warrant that the Service is, or will be, free from faults.

4. THE CUSTOMER'S OBLIGATIONS

a. The Customer shall inform IC whether each End User will use, or be likely to use, more than a single network termination point or equivalent.

b. The Customer shall convey to IC all Emergency Calls with full telephone number information (which may be used by an Emergency Services Organisation to call the Customer's End User) and shall permit IC to use such telephone number information to ascertain the appropriate Emergency Services Organisation.

c. The Customer shall in a timely manner handle, process and reply to all enquiries and complaints about Emergency Calls.

d. The Customer shall provide and as appropriate amend and delete its customer records,

maintaining data accuracy by timely provision to IC of the following records:

i. a telephone number that may be used to call the End User; and

ii. the End Users name and installation address (including the post code) for each network termination point or equivalent used. For End Users with nomadic applications that use more than one network termination point or equivalent the installation address is (until dynamic methods to update the address can be agreed) the address where the application is normally used.

e. End User records will be provided in a format as may be agreed from time to time on the Portal to support the handling of Emergency Calls.

f. The Customer shall be responsible for informing its End Users (and potential End Users) of the limitations of Emergency Calls Access, including the following:

i. that the End User's equipment used to access the Customer Service requires mains power to make Emergency Calls;

ii. that the End User is required to confirm/provide their location when making an Emergency Call to enable the correct Emergency Organisation to respond; and

iii. that the Emergency Call may not receive the same network priority as an Emergency Call made on a mobile network or on a circuit-switched fixed line.

g. Failure by the Customer to comply with clause 4 of this Schedule 4 will be deemed to be a material breach of the Agreement.

5. CHARGING

a. The Customer shall pay IC the Charges specified on the portal for the conveyance of each Emergency Call.

6. COMMENCEMENT & TERMINATION

a. The Customer may convey Emergency Calls to IC and IC shall convey those Calls on the Service Delivery Date or such later date as may be agreed between IC and the Customer

Schedule 5 - Service Levels

1. SERVICE LEVELS AND FAULT CATEGORISATION

a. IC shall aim to meet the service levels, as set out in the Annex - SLA & Service Credits below is the fault categories:

i. Severity 1, Critical Outage - Problems severely affecting the entire IC customer base for Service, traffic, billing, and maintenance capabilities, and which require immediate corrective action.

ii. Severity 2, Major Impact - Problems that cause conditions that seriously affect the entire IC customer base for system operation, maintenance, and administration, and which require immediate attention. The urgency is less than in critical situations because of a lesser effect on system performance.

iii. Severity 3, Minor Impact - Problems do not significantly impair the functioning of the entire system and do not significantly affect the entire Service but does affect a Customer in isolation.

iv. Severity 4, Informational - This severity is restricted to "How To…." Questions and therefore handled as non-service impacting.

b. IC shall aim to provide a solution within the target timeframes in the Annex. For Severity 1, Critical Outage and Severity 2, Major Impact issues, IC will aim to provide a temporary solution to temporarily fix the fault with the Service while a permanent solution is developed.

c. The parties may agree that Severity 1 issues may be downgraded to Severity 2, and Severity 2 issues may be downgraded to Severity 3, following the application of a temporary solution.

d. To meet these goals, IC may require that the affected End User’s personnel be onsite and that remote access to the Service, or affected product or system be available to allow remote diagnostics and maintenance.

e. The Service Levels shall only apply to faults traced to the IC Service platform only and not to CPE and broadband connectivity related faults.

f. The Customer acknowledge that it is technically impracticable to provide a fault free Service and IC does not undertake to do so.

2. CUSTOMER REPORTING

a. To assist IC in meeting the service levels detailed in paragraph 1.1 above, when reporting an issue, the Customer shall provide IC with:

i. the date and time at which the problem occurred;

ii. the impact of the problem on the Service including a detailed description of the issue, including:

iii. the components involved; and

iv. the phone numbers involved in the issue.

3. PORTAL AVAILABILITY

a. IC shall aim to meet the following service level with regard to Portal availability but the level is a target only and IC has no liability for a failure to meet it, :

i. excluding outages for planned engineering works and emergency maintenance, IC aims to have all portals available for 99.99% of the time, 24/7/365, measured over a 3 month period beginning in January,; April,; July;, and October and measured across the entire platform for the Service.

4. PLANNED ENGINEERING WORKS

a. IC will provide 5 Working Days notice of all scheduled outages, notices will be published on the IC helpdesk and via subscribed lists.

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