

Provision of Telephony Services Schedule

This Schedule applies where the Order Form includes Telephony Services, Interconnected VoIP Services, numbering, porting, call routing, or related telecoms services supplied by Supplier.

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalised terms used but not defined in this Schedule have the meaning given to them in the Managed Services Agreement or the Conditions. This Schedule forms part of the Contract and applies only to Telephony Services.

1.2 Artificially Inflated Traffic means the flow of telephone calls to any particular revenue share service which, as a result or consequence of any activity by or on behalf of the Customer, is disproportionate to the flow of calls that would be expected from good faith commercial practice and ordinary usage of the Services.

1.3 Emergency Services means public safety answering point, emergency calling or equivalent emergency assistance services, including 911, 112, 999 or any equivalent emergency number applicable in the relevant jurisdiction.

1.4 Gateway means any device containing one or more SIMs for one or more mobile networks and which enables the automatic routing of calls to mobile networks, landlines or the generation of SMS text messages.

1.5 Interconnected VoIP Services means any voice over internet protocol service supplied by Supplier that enables Users to make or receive calls to or from the public switched telephone network.

1.6 Number means any telephone number, direct dial number, non-geographic number, toll-free number, emergency service identifier or other numbering resource assigned to the Customer for use with the Services.

1.7 Service Location means each physical location, Site, office, remote working location or other location notified by the Customer to Supplier where Telephony Services are used or where Users are located.

1.8 SIM means a subscriber identity module which allows access to a mobile network when used with Supplier Equipment or Customer Equipment in relation to the Services.

1.9 Third Party Provider means any carrier, wholesale provider, number provider, telecommunications operator, software provider, emergency call routing provider or other third party used by Supplier to provide any part of the Telephony Services.

2. PROVISION OF TELEPHONY SERVICES

2.1 Supplier shall provide the Telephony Services described in the Order Form, Service Catalogue, applicable Service Schedule, Statement of Work or other Contract document.

2.2 Telephony Services are supplied subject to applicable territory availability, numbering availability, regulatory restrictions, Third Party Provider requirements and any country-specific limitations notified by Supplier or published by Supplier from time to time.

2.3 Supplier is not required to support the Telephony Services in any country, territory or location not supported by Supplier, but may elect to do so on a reasonable endeavours basis at the Customer's request.

2.4 The Customer shall not obtain Numbers, Telephony Services or regulatory classifications for use in a jurisdiction where the Customer does not meet applicable legal, residency, presence, registration or eligibility requirements. Supplier may suspend or withdraw affected Services where such requirements are no longer satisfied.

2.5 The Customer acknowledges that the Telephony Services may be provided by or through Supplier Affiliates and Third Party Providers and that the availability, functionality and performance of the Telephony Services may depend on those arrangements.

2.6 The Customer shall not resell, rebrand, wholesale, bureau, service-bureau, timeshare or otherwise make the Telephony Services available to third parties unless expressly agreed in writing by Supplier.

3. CUSTOMER CONNECTIVITY, POWER AND SITE USE

3.1 The Customer is responsible for providing and maintaining adequate internet connectivity, local network access, electrical power, cabling, Customer Equipment and any other facilities required for the Telephony Services to operate.

3.2 The Customer acknowledges that any failure, insufficiency or interruption of internet connectivity, electrical power, Customer Equipment, network configuration or local infrastructure may disrupt or prevent Telephony Services from functioning, including access to Emergency Services.

3.3 The Customer is solely responsible for deciding whether backup power, backup internet connectivity, resilience, failover or alternative communications arrangements are required for its business or Users.

3.4 VoIP Services may only be used at Service Locations notified to Supplier. It is a material breach of this Schedule for the Customer to move, reconfigure or permit use of the Services at another location without first notifying Supplier and providing any information required for regulatory, emergency calling, taxation, numbering or service provisioning purposes.

4. PROPER USE AND PROHIBITED USE

4.1 The Customer shall use Telephony Services in accordance with Applicable Laws, regulatory requirements, Authority requirements, Third Party Provider requirements, the Contract and Supplier's reasonable instructions.

4.2 The Customer shall not use Telephony Services:

4.2.1 in any way that is unlawful or in contravention of any licence, code of practice, Authority instruction, third party right, acceptable use policy or Applicable Law;

4.2.2 to send, communicate, knowingly receive, upload, download or use any material, call or communication that is harmful, threatening, offensive, abusive, indecent, defamatory, obscene, menacing, harassing, racially or ethnically offensive, fraudulent, misleading, intended to deceive, or otherwise unlawful;

4.2.3 for high-volume autodialing, robocalling, telemarketing, extensive call forwarding, unsolicited communications or similar activities except to the extent expressly permitted by Applicable Laws and agreed by Supplier;

4.2.4 in breach of the Telephone Consumer Protection Act, FTC Telemarketing Sales Rule, caller ID, robocall, do-not-call, consent, recording, monitoring or similar laws and regulations applicable to the Customer or Users;

4.2.5 to establish, install, operate or use a Gateway, SIM box, least-cost routing device or similar arrangement without Supplier's prior written consent;

4.2.6 to generate or participate in Artificially Inflated Traffic;

4.2.7 in a way that damages, impairs, overloads or adversely affects Supplier's network, Third Party Provider networks, emergency calling arrangements, other customers or the integrity of the Services;

4.2.8 to circumvent charges, routing rules, security controls, fraud controls, rate limits or other technical or commercial restrictions.

4.3 Supplier may suspend, restrict or terminate the affected Telephony Services immediately where Supplier reasonably suspects a breach of this clause 4, fraudulent telephone activity, Artificially Inflated Traffic, unlawful use, network harm, regulatory risk or a threat to the integrity of the Services.

5. NUMBERS AND NUMBER MANAGEMENT

5.1 Numbers are assigned for use with Telephony Services only. The Customer does not own any Number and has no right to sell, transfer, assign, mortgage, charge or otherwise dispose of any Number except through an authorised number porting process permitted by Applicable Laws. For the avoidance of doubt, Numbers are a revocable allocation and not property. No ownership, goodwill, proprietary right or vested interest in any Number transfers to the Customer.

5.2 Supplier may allocate, change, withdraw, replace, reassign, suspend or cease to support Numbers where required by Applicable Laws, an Authority, a Third-Party Provider, numbering plan requirements, operational necessity or the termination or suspension of the Telephony Services.

5.3 The Customer shall provide all information reasonably required by Supplier or any Third-Party Provider to allocate, activate, maintain, validate or port Numbers, including accurate Service Location and emergency location information.

5.4 Supplier does not guarantee that any requested Number will be available, retained, portable or capable of being used in any specific location or for any specific function.

5.5 The Customer shall comply with all numbering, caller identification, caller location, messaging, registration, validation and know-your-customer requirements applicable to the Numbers or Telephony Services.

5.6 The Customer acknowledges that underlying carrier records, regulatory registrations, numbering registrations and similar administrative records relating to the Telephony Services may be maintained by Supplier or its Third-Party Providers and do not confer ownership rights on the Customer.

5.7 Supplier may recover, reclaim, quarantine, reassign or return any Number where:

(a) the Services are terminated:

- (b) the Number has not been used for a continuous period of ninety (90) days;
- (c) Supplier or a Third-Party Provider is required to do so by an Authority; or
- (d) continued allocation is not reasonably practicable.

6. PORTING TELEPHONE NUMBERS

6.1 Porting Numbers to Supplier

6.1.1 Subject to Applicable Laws, Authority requirements and Third-Party Provider requirements, the Customer may request to port Numbers to Supplier for use with Telephony Services.

6.1.2 The Customer authorises Supplier and its Affiliates, agents and designated Third Party Providers to act on the Customer's behalf to the extent reasonably required to obtain service records, submit and process porting requests, communicate with carriers, submit letters of authority, customer service records and related documentation, and carry out activities necessary to provision, transfer, activate, maintain or cease telecommunications services associated with the Numbers that the Customer requests to port.

6.1.3 The Customer shall provide complete, accurate and timely porting information, letters of authority, customer service records, account details, location records and any other documents or confirmations required by Supplier, the losing provider, the gaining provider or any relevant Authority.

6.1.4 All porting dates and times are estimates only. Supplier is not liable for delay, rejection or failure of a port caused by the Customer, the losing provider, the gaining provider, a Third-Party Provider, inaccurate information, regulatory restriction or any event outside Supplier's reasonable control.

6.1.5 Supplier may port Numbers to any wholesale provider or Third-Party Provider selected by Supplier and may change that provider at any time.

6.2 Porting Numbers from Supplier

6.2.1 If the Customer wishes to port any Number away from Supplier, the Customer shall give Supplier reasonable prior notice and provide all information reasonably required to process the request.

6.2.2 The Customer acknowledges that a request to port a Number away from Supplier may constitute a termination, partial termination or reduction of the relevant Telephony Services and may give rise to Charges, Early Termination Charges, third-party carrier charges, professional services fees or other amounts payable under the Contract. Nothing in this Schedule shall limit Supplier's rights to recover such amounts, where permitted under the Contract and Applicable Laws.

6.2.3 Supplier shall use reasonable endeavours to process a valid number porting request but is not responsible for delays or failures caused by the Customer, the gaining provider, a Third-Party Provider, regulatory requirements or circumstances outside Supplier's reasonable control.

6.2.4 The Customer remains liable for all Charges, Usage Charges, third-party carrier charges and professional services fees associated with the porting request, carrier charges and other amounts incurred up to the completion of the port or termination of the relevant Telephony Services.

6.3 Cancelled or Failed Ports

6.3.1 Where the Customer requests a port and Supplier initiates the porting process with the losing provider, gaining provider, carrier or any Third-Party Provider, the Customer is liable for all charges, fees and costs imposed by that provider or any third party, regardless of whether the port is subsequently cancelled, rejected or not completed, provided Supplier has acted on the Customer's instructions.

6.3.2 If the Customer cancels a porting request after Supplier has submitted the request, and the carrier or any Third-Party Provider imposes charges or fees as a result, the Customer shall reimburse Supplier for those costs in full.

6.3.3 Where any number porting, migration or transfer process is delayed due to:

- (a) the Customer;
- (b) the losing provider;
- (c) inaccurate information supplied by the Customer;
- (d) the Customer's failure to provide valid LOAs, approvals or porting information;
- (e) a third party not under Supplier's control;

the delay shall not postpone the Services Start Date, commencement of Charges, Minimum Contract Term or any recurring Charges, provided Supplier has completed the activities reasonably required to make the Services available.

6.3.4 Where the Customer requests:

- (a) an expedited port;
 - (b) a port outside standard carrier operating hours;
 - (c) multiple port resubmissions resulting from Customer changes;
 - (d) project management, engineering, migration support or implementation assistance in connection with a port request,
- the Customer shall reimburse Supplier for any reasonable third-party charges incurred and shall pay Supplier's applicable professional services fees notified to the Customer in advance.

7. EMERGENCY CALLING

7.1 The Customer acknowledges that VoIP and other IP-based Telephony Services are not the same as traditional wireline Telephony Services and that access to Emergency Services may be limited, unavailable, delayed, misrouted or dependent on factors outside Supplier's control.

7.2 The Customer is fully responsible for providing and maintaining accurate emergency location details for all Users, Numbers and Service Locations, including any remote or nomadic Users, and must provide those details before the Services Start Date and promptly notify Supplier in writing of any changes. Where Users work remotely, are nomadic, move locations, use softphone applications or access Telephony Services from different locations, the Customer remains responsible for ensuring that emergency location information remains accurate and current and that Users comply with Supplier instructions regarding location updates.

7.3 Failure to provide accurate and up-to-date emergency location information may prevent or impair access to Emergency Services or may result in emergency calls being routed to the wrong emergency response center.

7.4 The Customer shall ensure that each User is informed of the limitations of VoIP emergency calling, including that Emergency Services may not be available during power outages, internet outages, network failures, service suspensions, number porting events, relocation of equipment or Users, or where inaccurate location information has been provided.

7.5 The Customer shall not use the Telephony Services for High-Risk Activities, public safety answering point functions, emergency response operations, medical emergency functions, fire, law enforcement or similar activities unless expressly agreed in writing by Supplier.

7.6 Supplier and its Affiliates, suppliers and Third-Party Providers shall not be liable for any failure, delay, misrouting or unavailability of Emergency Services to the extent caused by Customer Equipment, Customer connectivity, power failure, inaccurate or outdated location data, User relocation, Third Party Provider dependency, regulatory restriction or any event outside Supplier's reasonable control.

7.7 The Customer shall indemnify and hold harmless Supplier, its Affiliates, suppliers and Third-Party Providers against all claims, losses, liabilities, fines, penalties, costs and expenses arising out of or relating to Emergency Services, except to the extent caused by Supplier's wilful misconduct or where liability cannot be excluded by Applicable Laws.

7.8 Emergency Services may not be available where:

- (a) internet connectivity fails;
- (b) electrical power is interrupted;
- (c) the Service is suspended;
- (d) Customer Equipment malfunctions; or
- (e) emergency location information is inaccurate.

8. CALL ROUTING, AVAILABILITY AND THIRD-PARTY LIMITATIONS

8.1 Telephony Services may be configured to make and receive local, national, premium rate, toll-free, non-geographic, emergency and international calls, as applicable to the contracted Services and subject to territory availability, Supplier configuration, Third Party Provider capability and Applicable Laws.

8.2 Supplier shall use reasonable endeavours to make the Telephony Services available in accordance with any applicable SLA but does not guarantee that the Telephony Services will be uninterrupted, error-free or available for all call types, destinations or number ranges.

8.3 Some local telecommunications operators, carriers or Third-Party Providers may not provide access to certain local number facilities, including emergency services, toll-free or freephone services, premium rate numbers, non-geographic numbers, short codes or international destinations. Supplier may offer limited functionality Numbers where available and requested by the Customer in writing.

8.4 Supplier may block, restrict or alter access to destinations, number ranges, premium services, international routes or other calling features where required to manage fraud, regulatory risk, network integrity, Third Party Provider requirements or charges exposure.

8.5 Capacity Planning and Call Volumes

8.5.1 The Customer acknowledges that the Telephony Services are designed and provisioned based upon the information, assumptions, anticipated traffic volumes, concurrent call requirements, user numbers and usage profiles provided by the Customer.

8.5.2 Supplier may apply standard network design assumptions, capacity thresholds, concurrency ratios, bandwidth requirements and calling limits when provisioning the Telephony Services.

8.5.3 Supplier shall not be responsible for service degradation, call blocking, quality issues, congestion or reduced performance arising from actual usage materially exceeding the assumptions used to design or provision the Telephony Services.

8.5.4 Where the Customer reasonably requires increased capacity, resilience, concurrency, call volumes or other enhanced service capability, Supplier may recommend amendments to the Services, additional licences, connectivity, configuration changes or additional Charges.

9. DIRECTORY LISTINGS AND CALLER IDENTIFICATION

9.1 Supplier may, at its discretion and where available, list or arrange for the listing of Numbers in directories, databases or directory assistance services.

9.2 Supplier is not obliged to provide directory listings and shall have no liability for errors, omissions, delays, failures, withdrawal or inaccuracies in any directory listing or caller identification information.

9.3 The Customer shall provide accurate and up-to-date information for any requested directory listing or caller identification service and shall comply with all Applicable Laws relating to caller identity, calling name presentation and directory information.

10. CALL RECORDING, MONITORING AND COMMUNICATIONS FEATURES

10.1 Where the Telephony Services include recording, monitoring, voicemail transcription, call analytics, reporting or similar features, the Customer is solely responsible for determining whether and how such features may lawfully be used.

10.2 The Customer shall provide all notices, obtain all consents and maintain all policies, records and procedures required by Applicable Laws before recording, monitoring or analysing any call, conference, voicemail or communication.

10.3 Supplier may process diagnostic, signaling, usage, call detail, support and configuration information as reasonably required to provide, operate, secure, support, bill and improve the Telephony Services, subject to the Contract and applicable data protection terms.

10.4 Supplier shall not be responsible for the Customer's or Users' failure to comply with recording, monitoring, employment, telecommunications, privacy or data protection laws.

11. COMPATIBILITY AND CUSTOMER EQUIPMENT

11.1 The Customer acknowledges that VoIP Services may not be compatible with all alarm systems, security systems, medical monitoring devices, lift lines, fire panels, fax machines, dial-up modems, paging systems, payment terminals, analogue devices or other legacy equipment.

11.2 The Customer's attempt to use any such systems or devices with the Telephony Services is at the Customer's own risk and Supplier shall have no liability for any failure, non-operation, damage, misrouting or non-compatibility of those systems or devices.

11.3 The Customer shall ensure that Customer Equipment used with the Telephony Services is compatible, approved by Supplier where required, configured securely, protected against Viruses and other breaches of security, and used in accordance with Supplier's instructions and Applicable Laws.

12. USAGE CHARGES AND FRAUD

12.1 All usage of the Telephony Services, including calls, messages, international usage, premium rate usage, toll-free usage, directory services, number charges, third-party carrier charges, expedited service charges, professional services charges and other chargeable events, shall be invoiced in accordance with the Order Form, applicable rate card, Service Catalogue or standard rates notified by Supplier.

12.2 The Customer is responsible for all Usage Charges incurred through the Telephony Services, including charges arising from unauthorised use, misuse, fraud, fraudulent use, Artificially Inflated Traffic, compromised credentials, Customer Equipment, Users, Customer systems or any person using the Services with or without the Customer's permission.

12.3 The Customer shall implement, maintain and monitor appropriate fraud prevention, detection and mitigation controls, including password security, access restrictions, call barring, monitoring of unusual traffic, security patching and prompt reporting of suspected compromise.

12.4 Supplier may apply call barring, spend limits, traffic restrictions, suspension, number blocking, route blocking or other controls where Supplier reasonably suspects fraud, misuse, Artificially Inflated Traffic, security compromise, charge exposure or unlawful activity.

12.5 In addition to Charges, the Customer shall pay all applicable telecommunications taxes, regulatory fees, assessments, surcharges and governmental charges associated with Telephony Services.

13. CHANGES, SUSPENSION AND REGULATORY REQUIREMENTS

13.1 Supplier may change the Numbers assigned to the Customer, the call routing, the features, the way the Telephony Services are provided or any related technical or operational requirements, where instructed or required by an Authority, Third Party Provider, numbering administrator, Applicable Laws or operational necessity.

13.2 Supplier may interrupt, restrict, suspend, withdraw or terminate all or part of the Telephony Services without prior notice where necessary to comply with an Authority or Third-Party Provider instruction, protect the network, prevent fraud, respond to security risk, address unlawful use, manage emergency maintenance, or where Supplier has a right to suspend or terminate under the Contract.

13.3 The Customer shall cooperate with Supplier and provide all information, consents, confirmations and documentation reasonably required to comply with telecoms, emergency calling, numbering, registration, taxation, anti-fraud, know-your-customer, legal or regulatory requirements.

13.4 Without limiting the Customer's obligations under clause 5 of the MSA, Supplier may suspend, refuse to activate, allocate, port, maintain or continue any Telephone Service or Number where information, documentation or verification required for telecommunications, numbering, emergency services, registration, taxation, anti-fraud, know-your-customer or regulatory compliance purposes has not been provided or is no longer accurate.

14. RELATIONSHIP WITH THE MANAGED SERVICES AGREEMENT

14.1 This Schedule supplements the Managed Services Agreement and Conditions. It does not replace the general provisions on charges, payment, taxes, liability, indemnities, confidentiality, intellectual property, data protection, termination, suspension, force majeure, notices, governing law or dispute resolution, all of which remain governed by the Managed Services Agreement and Conditions unless expressly varied in this Schedule.

14.2 If there is a conflict between this Schedule and the Managed Services Agreement or Conditions, this Schedule shall prevail only in respect of the relevant Telephony Services and only to the extent of the conflict. The Order Form shall continue to prevail over this Schedule where it expressly states that it overrides this Schedule.

14.3 References in this Schedule to Supplier include Supplier's Affiliates where those Affiliates provide, support, bill or administer any part of the Telephony Services.