

SERVICE SCHEDULE

VOICE SERVICES

This is a Service Schedule as defined in the Conditions. Where the Services set out in this Service Schedule form part of the Services to be supplied under a Contract (as defined in the Conditions), this Service Schedule forms part of the Contract.

In this Service Schedule, references to Clauses are to Clauses of the Conditions, and references to paragraphs are to the paragraphs of (i) this Service Schedule or (ii) whichever other document is specifically referred to.

1 Voice Service - Service Scope and Description

1.1 In line with the specific services indicated on the Order Form, the Supplier grants to the Customer the right for so long as the Contract remains in force to;

1.1.1 use the Equipment with the iPBX Services. Such Equipment shall be located in the Customer Premises, and for these purposes will be installed by the Supplier's engineers (or other parties who may from time to time be contracted by the Supplier); and/or

1.1.2 use the SIP Trunking Services via the Customer designated internet connection. The Customer acknowledges that the Supplier does not guarantee the quality of service if the access product used is not a the Supplier provided service; and/or

1.1.3 use the Equipment with the IVR Services. The Customer acknowledges that the Supplier does not guarantee the quality of service if the access product used is not a Supplier provided service; and/or

1.1.4 use of suitable customer-owned equipment with the ISDN30 / PRI (Primary Rate ISDN) services either at the Customer Premises or at a Pulsant Co-location facility.

1.2 Following installation of the Equipment in accordance with Clause 1.1, the Supplier will connect the Equipment to the internet, via the Supplier Network unless otherwise requested not to.

1.3 Supply of a single 13A rated socket and a single network port per hard phone (or an 802.11af-compatible Power over Ethernet port) is the responsibility of the Customer. If power outage at the Customer premises is the cause of service failure or due to failure of internal switching (Customer switches), the Supplier will automatically set all telephones as unavailable and calls to them will be forwarded to their respective voicemails until the normal power is restored and the telephones are re-registered with the iPBX Services.

2 Customer's obligations and acknowledgments in respect of the Voice Services

2.1 Where necessary for any installation, provisioning and diagnostics purposes, the Customer will allow full access to LAN networking hardware, structured cabling and networking services, as well as opportunity for full liaison with Customer's internal or third party suppliers relevant to the provision of Services in the event of VoIP networking issues.

2.2 The Customer acknowledges and agrees that should the installation address not be in a suitable condition at the time of installation as required by the Supplier and any relevant third parties, or unavailable for access by said parties at the time of installation, then the Customer may be liable to additional site visits and installation costs.

2.3 Where services are provided for use with existing Customer Equipment and where managed by the Customer (e.g. with SIP trunking or ISDN30/PRI services), the Supplier will use reasonable endeavours to support the Customer in use of the Voice Services. Any configuration and support costs for Customer-owned equipment remains the responsibility of the Customer.

3 The Supplier's obligations in respect of the Connection

3.1 The Supplier will provide the Customer with the following Equipment and Services in accordance with, and where set out in, the Order Form:

3.2 the Equipment required for the iPBX Services as described in the Order Form; and / or

3.3 appropriate cables and connectors to connect the telephones at the Customer's LAN; and / or

3.4 configuration on installation, changes, advice and support of that configuration for the duration of the Contract; and / or

3.5 timely provision and installation of relevant firmware or software as provided by the vendor of the relevant hardware where required for security or performance purposes as dictated by Good Industry Practices.

3.6 Where Equipment is sold to the Customer, the Equipment is provided with a one (1) year return to base ("RTB") warranty. All courier and packaging fees will be paid by the Customer.

3.7 As part of the diagnostic and performance monitoring of the iPBX and SIP platforms, the Supplier may mirror relevant data traffic through the platforms for a period of no more than seven (7) days. In some circumstances, use of diagnostic tools involve rebuilding the data stream to audible quality and may be listened to by a member of the Supplier support staff to aid in the diagnostic process. In such cases, the Supplier will ensure Customer consent is gained in writing, and in advance of any such diagnostic process. The Customer shall not unreasonably withhold or delay this consent. If the Customer does not provide consent then the Supplier shall be excused from all relevant

4 Emergency calls

4.1 Emergency, operator assistance and directory enquiry calls, ("Lifeline Calls") may be generated from the system but cannot be guaranteed in the event of a local power disruption. When using such systems, including digital PBXs that require local power, Customers should provision at least one traditional analogue telephone in each building to guarantee Lifeline Calls.

5 Service Levels

5.1 The supplier will use its reasonable endeavours to deliver the following Response Times and Fix Times respectively in respect of Events as classified in the tables in paragraphs 5.2 and 5.3 below.

5.2 INCIDENT RESPONSE TIMES

Event Type	Service Hours	Response Time
Critical	24/7/365 (Issue must be notified by telephone)	Within 30 minutes

Impacting Service	24/7/365 (Issue must be notified by telephone)	Within 30 minutes
Routine	Business Hours	Within 30 minutes measured during Business Hours

5.3 **VOICE SERVICE FIX TIMES**

Event Type	Service Hours	Fix Time
Critical	24/7/365 (Issue must be notified by telephone)	Within 4 hours Except ISDN30/PRI which is 6 hours
Impacting Service	24/7/365 (Issue must be notified by telephone)	Within 8 hours
Routine	24/7/365	Within 24 hours

5.3.1 Individual phone failures are not covered by this Service Level. In the event of a phone fault or problem experienced by the Customer, resolution is provided on a best endeavours basis (i.e. not a system-wide or network fault).

5.3.2 Where, before 12 noon on a Business Day, the Supplier has logged and identified a fault with Equipment which it owns and has provided to the Customer, the Supplier's Service Level will be to replace that Equipment on the following Business Day. The Customer will be asked to replace the faulty handset with a pre-configured one that is couriered to it. UK-wide packaging and courier charges are included in the Charges. The faulty hardware must be returned to the Supplier quoting the Supplier Return to Manufacture (RMA) ticket reference number for evaluation. If the return is identified as being a Customer problem, then the Customer agrees that it will be liable for any shipping and administration costs.

5.3.3 Failure to access the internet will cause the iPBX or SIP Trunking Services to fail and in this situation only the Service Level relating to the internet access product will be enforced, the Service Level for the iPBX or SIP Trunking Services will not apply. The rectification of the internet access service will resolve the failure of all services. The Service Level is enforceable only if there is 24x7 Customer contact.

6 **Service Availability for iPBX, SIP trunking and IVR services**

	Service Hours	Target Availability	Fee Credits
Target Availability for the Voice services	24/7/365 (Issue must be notified by telephone)	99.87%	Pro rata proportion of the Monthly Charges for any Non-Availability Period

6.1 The above targets relate to the availability of the relevant Component (as defined below), measured on a calendar monthly basis. They are subject to paragraph 8 below and to clause 3.7 of the Conditions.

6.2 In the table above:

6.2.1 "30 Minute Period" means a Non-Availability period of 30 concurrent minutes.

6.2.2 “Component” means the iPBX, SIP trunking or IVR Service, such as the hosted iPBX service, which is identified as a Component in the Order Form and for which a separately identified Charge is payable.

6.2.3 “Monthly Charge” means the recurring Charges for the relevant Component for the relevant calendar month, net of VAT, and is exclusive of any call charges incurred during the relevant period.

6.2.4 “Non-Availability” means a period of time during which the relevant Component is unavailable in breach of the Target Availability Service Level set out in the table.

6.2.5 A pro rata proportion shall be calculated according to the number of complete minutes in the relevant calendar month and the number of complete minutes of Non-Availability in that calendar month.

7 Fee Credits

7.1 Any Fee Credits which fall due pursuant to paragraph 6 above are payable subject to and in accordance with Clause 5 of the Conditions.

8 Planned maintenance

8.1 Where the Supplier considers (in its sole discretion) that it is necessary to carry out maintenance activities that will affect or can reasonably be expected to affect the Customer’s operations, the Supplier shall notify the Customer at least 48 hours in advance of the commencement of the works detailing the nature of the work to be carried out and the timetable for completion of the works. These works will be carried out in accordance with the Supplier’s standard procedures, which are available upon request by the Customer. In the case of an Event of Force Majeure or an emergency, no advance notice is required.