

HOSTED TELEPHONY SERVICES – SUPPLEMENTAL TERMS (SERVICE CODE (SC) “H”)

1. Introduction

- 1.1 These are the Supplemental Terms on which the Supplier supplies the Hosted Telephony Services to the Client (“Hosted Telephony Supplemental Terms”).
- 1.2 These Hosted Telephony Supplemental Terms are governed by and apply in addition to the Master Services Agreement set out [here](#) between the Client and the Supplier as may be varied by the Parties (the “MSA”).
- 1.3 Except as defined in these Hosted Telephony Supplemental Terms, capitalised terms shall have the meanings given to them in the MSA.
- 1.4 In the event of conflict with the terms of these Hosted Telephony Supplemental Terms and the MSA, the provisions in these Hosted Telephony Supplemental Terms shall take precedence and in the event of a conflict with the terms of these Hosted Telephony Supplemental Terms and a Statement of Work, the provisions of the Statement of Work shall take precedence over these Hosted Telephony Supplemental Terms.

2. Supplemental Terms

- 2.1 The Supplier will notify the Client when installation of the Service has been completed. The Client will inspect and test the Service for the purpose of Acceptance Tests. During Acceptance Tests, the Client may notify the Supplier by the service desk via email or telephone of any material non-conformity of the Service.
- 2.2 To the extent that such non-conformities will have, in the Supplier’s opinion, a materially detrimental effect on the Service, it will use its reasonable endeavours to remedy such non-conformities.
- 2.3 Acceptance shall be on an individual site by site basis and shall take place on the earlier of:
 - (a) the Client’s written confirmation to the Supplier that the Acceptance Test has been completed; or
 - (b) within five (5) Business Days from the date of the Supplier’s notification to the Client that installation has been completed, or
 - (c) where the Client has notified the Supplier under paragraph 2.1 of any material nonconformities, five (5) Business Days from the date on which the notified non-conformities were remedied, or forthwith upon the Supplier demonstrating that the notified non-conformities do not, in its absolute discretion, have a materially detrimental effect on the Service.

- 2.4 Any additional time incurred by the Supplier remedying nonconformities notified by the Client under paragraph 2.1 above shall, at the Supplier's sole discretion, be reflected in corresponding extensions to the affected timescales in the project plan (if any). Any additional time incurred by the Supplier investigating any notified non-conformities which later are found not to exist, will be charged to the Client as a professional service on a time and materials basis in accordance with the Supplier's then current standard rates.
- 2.5 For the purposes of these Hosted Telephony Supplemental Terms, the "Service Demarcation Point" shall mean the point(s) to which the Supplier will maintain the Service(s), typically identified as the point of connection between the access Service and the hosting Service. The Service Demarcation Point will be based on the different components that make up the Service and how these are deployed. The Service Demarcation Point for the main hosting Service is managed by the Supplier's Session Boarder Controllers (SBCs) within the network. Where the Supplier has supplied the access Service with the hosting Service, the point of demarcation will be the Client side port on the pre-configured Supplier-supplied router. Where the Supplier provides handsets with the Services ordered then the Demarcation Point will be the Supplier-provided handset. In all cases the Supplier will honour any manufacturer warranty on the handsets.
- 2.6 The Supplier will maintain its Service to the Service Demarcation Point.
- 2.7 The Supplier does not issue any IP address to be used with this Service. Access to and use of the IP address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. The Supplier reserves the right to withdraw or change the IP address if for any reason the address ceases to be available.
- 2.8 The Supplier will provide the Client with an internet portal account through which the Service can be controlled online. The Supplier shall use reasonable endeavours to maintain (but do not guarantee) access to such account 24 hours in every day on every day of the year and the Supplier shall not be liable for any losses caused by any restrictions in such access.
- 2.9 If the Client requests and the Supplier agrees to upgrade its bandwidth of the underlying access then additional charges will apply and the Supplier will advise the Client of these at the time.
- 2.10 The Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances the Client should use a separate line to make the emergency call. Furthermore it may on occasions not be possible for emergency services personnel to identify its location and telephone number so this information should be stated promptly and clearly by the Client when making such a call.
- 2.11 Where the Supplier provides the Client with any user based features (including but not

limited to auto attendant, hunt group, call park, call pickup, call queue etc) and the Client requests Activation or provision of additional user-based services or features it is agreed that such additions shall be subject to payment to the Supplier of additional charges due in respect thereof.

- 2.12 All Fees due to the Supplier for traffic routed via any IP address to be used with this Service shall be paid in full by the Client by the due date notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of the Supplier or the Supplier's employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by the Supplier. The Client's attention is also drawn to the provisions relating to authorised use and the Client's obligations set out in clause 13.4(b) and 5.4(o) of the MSA.