

iVox UC and UC Enterprise Conditions v2.1 – Addendum To VOIP Service Schedule

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BACKGROUND

- A. Immervox is the provider of the IP communications service known as iVox UC and UC Enterprise - Unified Communications Suite (**“the Service”**).
- B. The Customer has requested that Immervox provide the Service.
- C. The Parties have agreed to the provision of the Service by Immervox to the Customer on the terms and conditions of this Agreement.

1. INTERPRETATION

- 1.1. The words and expressions set out in Schedule 1 (Definitions) will have the meaning given to them in that Schedule.
- 1.2. Any reference in this Agreement to any provision of a statute will be construed as a reference to that provision as amended re-enacted or extended at the relevant time.
- 1.3. The headings in this Agreement are for convenience only and will not affect its interpretation.
- 1.4. Words importing one gender will include all other genders and words importing singular include plural and vice versa.
- 1.5. The terms **“Party”** or **“Parties”** will mean Immervox and/or the Customer.

2. COMMENCEMENT, TERMINATION AND CANCELLATION

- 2.1. This Agreement will be executed by the Customer placing an order via Immervox’s website in accordance with the terms and conditions set out in this document or (at the sole discretion of Immervox) by way of an exchange of a written version of the Order Form and this Agreement by e-mail or by post to be signed by the Parties and this Agreement is deemed to have been executed, finalised and comes into effect.
 - 2.1.1 In the event of an order placed via the website, when Immervox sends an email confirming acceptance of the Order Form; and
 - 2.1.2 In the event of an exchange of written Agreements, when Immervox returns to the Customer a version containing both Parties signatures.
- 2.2. This Agreement takes effect on the Commencement Date and, subject to sub-clauses 2.3 and 2.4 below, will continue until terminated in accordance with this Agreement.
- 2.3. The Customer may terminate this Agreement, following the expiry of the Minimum Term of the last expiring Licence, on not less than 150 calendar days’ notice for any reason.
- 2.4. Immervox may terminate this Agreement or the Service provided pursuant to this Agreement:
 - (a) at any time, on notice, to comply with a direction from Ofcom or any competent authority to suspend or cease the provision of the Service or any part of it;
 - (b) at any time on notice if the Customer is directed to comply with a direction from Ofcom or any competent authority to suspend or cease the provision of the Customer Service or any part of it;
 - (c) at any time, immediately on notice if the Service is being used in a way that breaches clauses 8, 9 or 11, even if the Customer is not aware that the Service is being used in that way;
 - (d) at any time, immediately on notice if the Customer fails to submit the Order Form to Immervox as set out in sub-clause 3.2 of Schedule 2 to this Agreement;

- (e) following the expiry of the Minimum Term of the last expiring Licence, on not less than 90 days' notice for any other reason.
- 2.5. Once notice has been given under either sub-clause 2.3 or 2.4 no new orders will be accepted by Immervox under this Agreement.
- 2.6. Either Party may terminate this Agreement immediately by notice if the other:
 - (a) commits a material breach of this Agreement, and fails to remedy the breach within the following periods from the date of the notice from the other party:
 - (i) 7 days where there is a failure to pay a sum due under this Agreement;
 - (ii) 14 days, if either sub-clauses 2.6(a) (i) or (iii) do not apply;
 - (iii) a shorter time, reasonably specified in the notice, in the case of Emergency;
 - (iv) 48 hours where the other is repeatedly in breach of this Agreement (including without limitation repeatedly late in paying sums due under this Agreement) where notice of a previous breach for the same reason has been given.
 - (b) has bankruptcy or insolvency proceedings brought against it; or if it does not make any payment under a judgement of a court on time or enters into a company voluntary arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or it goes into liquidation; or there is a corresponding event under the law of any other country; or
 - (c) ceases to carry on business.
- 2.7. If Immervox serves a breach notice on the Customer then Immervox may at its sole discretion immediately by notice to the Customer:
 - (a) refuse to accept any new orders;
 - (b) suspend access to the Portal; and/or
 - (c) suspend the provision of the Service on 24 hours prior notice.
- 2.8. If the Customer terminates this Agreement during any Minimum Term the Customer will pay Immervox any applicable early termination charge as set out in the Charges Schedule.
- 2.9. A failure or delay by either Party to exercise any right or act upon a breach of this Agreement will not be a waiver of that right or breach. If either Party waives the exercise of a right or a breach of this Agreement that waiver is limited to the particular right or breach.
- 2.10. Termination of this Agreement will not be deemed a waiver of a breach of any term or condition of this Agreement and will be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.
- 2.11. Each of the Parties' rights to terminate or suspend performance is without prejudice to any other rights or remedies available to either Party.
- 2.12. The Customer may cancel the Service or any part of it at any time before the Service Delivery Date. If the Customer cancels the Service or any part of it before the Service Delivery Date, it will pay Immervox the Service Establishment Charge as set out in the Charges Schedule.

3. PROVISION OF THE SERVICE

3.1 Immervox will:

- (a) provide the Customer with the Service on the terms of this Agreement;
- (b) exercise the reasonable skill and care of a competent telecommunications service provider in providing the Service;

- (c) use its reasonable endeavours to provide the Service in accordance with the timescales set out in Schedule 2 and Schedule 9, but all dates are estimates and Immervox has no liability for any failure to meet any date, other than as set out in Schedule 9, provided Immervox has used its reasonable endeavours to do so;
 - (d) grant the Customer a non-exclusive non-transferable right to use the Service;
 - (e) comply with all relevant legislation and regulation relating to its provision of the Service, and take prompt and effective action on complaints from the Customer relating to Immervox's compliance with any law or regulation or parties who are authorised to enforce such compliance;
 - (f) 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;
 - (g) but only to protect Immervox's or its partner's Service, from time to time monitor the profile of Calls made and received using the Service for potential fraudulent or bad faith use and may in the event of such calls significantly affecting Immervox's or its partners' Service take reasonable steps, such as call barring, to prevent such use. For the avoidance of doubt Immervox or its partner will not monitor the Customer Service.
 - (h) from time to time monitor the profile of Calls made and received using the Service for potential fraudulent or bad faith use ("**Service Misuse**") and where Immervox detects Service Misuse notify the Alert Contact ("**Alert**") that in Immervox's reasonable opinion the Service Misuse:
 - (i) requires immediate barring of the Service or a part of the Service and bar the Service or part of the Service without the Customer's prior consent; or
 - (ii) does not require immediate barring and obtain the Customer's agreement to bar the Service or part of the Service.
 - (h) Immervox will not:
 - (i) monitor the Customer Service,
 - (ii) detect all Service Misuse; and
 - (iii) may bar some legitimate Calls.
- 3.2 It is technically impracticable to provide a fault free Service and Immervox does not undertake to do so.
- 3.3 The Customer acknowledges that the Service is not designed to be a carrier interconnect and that the platform for this Service will not support dialers of any description.
- 3.4 Immervox will provide the Service in the Territory.

4. SERVICE MANAGEMENT

4.1 Immervox will use reasonable endeavours to provide an uninterrupted Service, however Immervox may:

- (a) for operational reasons, introduce or withdraw Service Features, make changes to the Portal, 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 7 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 Immervox to the Customer, as soon as reasonably practicable;
- (c) interrupt the Service for operational reasons (including planned maintenance) where it is reasonable for Immervox to do so or because of an Emergency. Immervox agrees to restore the interrupted Service as quickly as reasonably possible and, Immervox will give the Customer as much notice as possible, unless due to an Emergency it is impracticable to do so.
- (d) take action to protect the Service if the Customer is using the Service in a manner that is damaging to

the Service. This may involve Immervox or its partners taking actions to block or restrict CPE from accessing the Service. Immervox will inform the Customer of any action taken under this sub-clause as soon as reasonably practicable and provided it is aware of the action taken.

- 4.2. The Customer and Immervox will each:
- (a) appoint a person or persons as a Primary Contact(s). The Customer's Primary Contact will be named in the Order Form or CRF and Immervox's Primary Contact will be Immervox's Client Services Team. The Primary Contact will be the point of liaison between Immervox and the Customer for issues regarding this Agreement and the Service.
 - (b) The Customer and Immervox will notify each other of any changes to these details.
- 4.3. Immervox and the Customer each agree to comply with their respective obligations under applicable data protection legislation including, but not limited to, the Data Protection Act 1998 and maintain all relevant registrations and notifications. The Customer agrees to obtain and maintain all registrations, notifications and consents that it needs to enable Immervox to process the personal data of Customers and Users for the purposes of the performance by Immervox of its obligations under this Agreement.
- 4.4. The Customer agrees to indemnify Immervox against all loss, damages, reasonable costs, liabilities and expenses arising or incurred in respect of any actions, claims or legal proceedings which are brought or threatened against Immervox by a third party because the Customer is in breach of sub-clause 4.3 above. The limitation of liability provisions set out in clause 15 of the Conditions to this Agreement apply to this indemnity.

5. CONNECTION OF EQUIPMENT TO THE SERVICE

- 5.1. The Customer will, and will ensure its Users only connect and use equipment (whether Immervox supplied or not) connected (directly or indirectly) to or used with the Service in accordance with any published instructions, safety and security procedures applicable to the use of that equipment. Specifically the Customer must ensure that all reasonable steps are taken to configure any equipment (whether supplied by Immervox or not) so as to prevent its being used in the commission of criminal offences including the making of fraudulent or bad faith calls.
- 5.2. Any equipment connected (directly or indirectly) to or used with the Service will be compatible with the Service and where applicable be on the Immervox Authorised Equipment list as set out in the Product Handbook. Any equipment not listed as Authorised Equipment, where applicable, will not be supported by the Service.
- 5.3. If Immervox becomes aware that any unsupported equipment is connected to the Service, Immervox will serve notice on the Customer to remove such equipment. Failure to remove such equipment may result in Immervox terminating this Agreement.

6. ACCESS AND SITE REGULATIONS

- 6.1. At a reasonable time agreed with Immervox and to enable Immervox to carry out its obligations under this Agreement, the Customer will use its reasonable endeavours to procure and provide Immervox or Immervox partner's employees and anyone acting on Immervox's behalf, who produces a valid identity card, with access to any Site. Immervox will normally only require access during the Working Day but may, on reasonable notice, require the Customer to provide access at other times. Immervox may agree to work outside the Working Day but the Customer will pay Immervox's additional Charges for doing so.

- 6.2. The Customer may refuse access to an Immervox employee or anyone acting on Immervox's behalf if they have reasonable grounds for doing so. Such refusal will be notified to Immervox forthwith and Immervox reserves the right to Charge the Customer for any reasonable Charges incurred as a result.
- 6.3. Immervox employees and anyone acting on Immervox's behalf will observe the Customer's reasonable site regulations as previously advised in writing to Immervox and will comply with the reasonable instructions of supervising personnel at the Site. Immervox will not be liable for any breach of this Agreement, which arises as a result of conflict between any Site regulations and this Agreement.
- 6.4. The Customer will provide, or procure the provision of, a suitable and safe working environment for Immervox employees and anyone acting on Immervox's behalf at the Customer's or User's Site.

7. ACCESS TO IMMERVOX OR IMMERVOX PARTNER'S SYSTEMS

- 7.1. Immervox may, in its sole discretion and to the extent that Immervox determines, grant to the Customer access to Immervox's or its partner's systems for the sole purpose of enabling the Customer to use the Service.
- 7.2. The Customer will (and, where relevant, will make sure that all of its employees, representatives, affiliates and personnel will):
 - (a) ensure that each individual to whom access is granted ("**Customer Representative**") uses only their own User identification, passwords, PINs, tokens and conferencing access ("**Security Details**") to access Immervox's or its partner's systems and does not share their Security Details with any other party;
 - (b) on Immervox's reasonable request, provide Immervox with details of the Customer Representatives that have access to Immervox's or its partner's systems;
 - (c) store all Security Details securely and separately from the devices that require them;
 - (d) ensure that passwords are changed regularly and on becoming aware that a password is not secure or is known by a person other than its owner, change that password immediately;
 - (e) ensure that no inter-domain linking to Immervox's or its partner's systems is attempted or occurs unless approved and authorised by Immervox;
 - (f) ensure no viruses or malicious codes (as the expressions are generally understood in the computing industry) are introduced to a Immervox's or its partner's system; and
 - (g) take all reasonable measures to ensure that personal files which contain information, data or media with no relevance to the Service are not stored on Immervox's or its partner's servers, equipment, centralised storage facilities or systems.
- 7.3. If Immervox provides the Customer with access to the internet as part of the Service, the Customer will, and will make sure that any Customer Representative will:
 - (a) access the internet appropriately and in accordance with clause 8 of these Conditions;
 - (b) not access material which could be considered to be:
 - (i) offensive, dangerous, sexual, sexist, racist or politically offensive;
 - (ii) an act that may bring Immervox or any of its affiliates into disrepute;
 - (iii) running a private business;
 - (iv) an infringement of a third party's Intellectual Property Rights;
 - (v) internet telephony or messaging; and
 - (vi) bypassing or tunneling through Immervox's partner's firewall or other security mechanisms; and
 - (c) not contribute to sites or post online statements that could be reasonably attributed as the

views of Immervox or its partners.

- 7.4. The Customer will notify Immervox immediately if any Customer Representative no longer requires access rights to Immervox or its partner's systems or changes role for any reason whatsoever.

8. USE OF THE SERVICE

8.1. The Customer will not use the Service and will take all reasonable steps to ensure that the Service is not used by anyone:

- (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 Immervox under sub-clause 4.1 (b) above;
- (d) in a way that does not comply with the terms of any legislation or any licence applicable to the Customer, or 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;
- (f) in a manner that in Immervox's reasonable opinion could materially affect the quality of any telecommunications service, including the Service, provided by Immervox;
- (g) In a manner which is contrary to sub-clause 3.3 above or clause 9 below; or
- (h) In a matter that that could reasonably be believed to have a detrimental effect on Immervox's or its partner's brand or reputation.

8.2. The Customer will:

- (a) 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;
- (b) 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;
- (c) comply with its obligations as set out in Schedule 4;
- (d) ensure that for every User detailed against an order it provides a valid UK address, where the User spends the majority of its time, to allow Immervox to provide this address to the Emergency Service team.
- (e) ensure that such addresses as set out in 8.2 (d) above are kept up to date, by informing Immervox of any changes in writing immediately via email to cs@immervox.com or by Recorded Post to our Client Services Team at Immervox's trading address

8.3. If the Customer uses the Service in breach of this clause 8 or Immervox has reasonable grounds to suspect such use, Immervox may suspend the Service immediately by 8 hours prior notice where practicable, except in the event of an Emergency, by notice to the Customer.

- 8.4. The Customer acknowledges that use of VoIP, like other network-based services, carries certain security risks to the systems and networks of customers, Immervox and third parties including, but not limited to: misuse; unauthorized access; alterations; theft; fraud; destruction; corruption; and attacks (Occurrences). The Customer will ensure, at its own expense, that security measures are taken 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 customer's premises or otherwise in customer's control and used in connection with VoIP, whether owned by the Customer, Immervox, or Immervox's subcontractors. The Customer and its Users are responsible for all security measures, even if the Customer or Users use a third party or Immervox to configure and implement them
- 8.5. The Customer will comply with its obligations as set out in sub-clauses 8.2 (e) and (f) above and sub-clauses 3.4(a), 3.4(b), 3.4(c) and 3.4(d) of schedule 4 of this agreement. If the Customer fails to comply it will indemnify Immervox against all loss, damages, reasonable costs and expenses arising or incurred by Immervox in respect of any actions, claims or legal proceedings which are brought or threatened against Immervox by a third party because the Customer is in breach of these sub-clauses. The indemnity given in this sub-clause 8.5 will not be subject to the limitations set out in clause 15.

8.6. WEEE REGULATIONS

The Customer will:

- (a) be responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Agreement Contract that has become waste electrical and electronic equipment ("WEEE"). Immervox and the Customer acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE; and
- (b) be responsible for any information recording or reporting obligations imposed by the WEEE Regulations and
- (c) indemnify Immervox against any claims or legal proceedings that are brought or threatened against Immervox by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this clause or in connection with the WEEE Regulations. Immervox will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Except as expressly provided in this clause 9, nothing in this Agreement will have the effect of assigning or otherwise granting one Party any rights or licences in the other Party's Intellectual Property Rights.
- 9.2. If software, documentation or manuals are provided to enable the Customer to receive and use the Service, Immervox grants the Customer, for the duration of this Agreement, a non-exclusive, non-transferable licence to use such software, documentation or manuals for the Customer's own internal use for that purpose.
- 9.3. Except as permitted by applicable law or as expressly permitted under this Agreement the Customer will not, without Immervox's prior written consent, copy, de-compile or modify any software, nor copy the manuals or documentation relating to that software, nor knowingly allow or permit anyone else to do so.
- 9.4. The Customer agrees not to:
- (b) use any Immervox Intellectual Property Rights or Immervox Corporate Marks;

- (c) authorise any third party to use any of Immervox's or its partner's Intellectual Property Rights or Corporate Marks; or
- (d) use any photographs or representations of any Immervox or its partner's buildings including in any promotional literature, without the prior written consent of Immervox.

9.5. The Customer agrees not to use or register or attempt to register as a trade mark, company name or domain name, anything that is identical to, similar to, or likely to be confused with any Immervox or Immervox partner's Corporate Marks.

9.6. .

9.7. Immervox agrees to indemnify the Customer against all loss, damages, reasonable costs and expenses, claims and proceedings arising from infringement of any third party Intellectual Property Rights by reason of Immervox's provision of the Service to the Customer. This indemnity does not apply to infringements or claims or legal proceedings:

- (b) caused by the use of the Service in conjunction with other equipment or software or any other service not supplied or approved by Immervox;
- (c) caused by reason of any alteration or modification of the Service which was not made (i) by Immervox or its contractors or (ii) with Immervox's prior written consent;
- (d) caused by designs or specifications made by, or on behalf of, the Customer, other than where such designs or specifications are made as part of the Service on behalf of the Customer by Immervox; or
- (e) resulting from the use of the Service otherwise than in accordance with the terms of this Agreement.

10. CONFIDENTIALITY

10.1 The Parties agree to keep in confidence any information (whether written or oral) of a confidential nature obtained under or in connection with this Agreement which the disclosing Party notifies to the receiving Party is of a confidential nature and is marked accordingly. The Parties will not without the written consent of the other Party (such consent not to be unreasonably withheld or delayed) disclose that information to any person other than:

- (a) their employees or professional advisers;
- (b) in the case of Immervox, the employees of Immervox or its suppliers; and
- (c) in the case of the Customer, the employees of a Customer Group Company or its or their sub-contractors

Any disclosure under sub-clause 10.1 (a), (b) or (c) can only be made in order for the Party to fulfil its obligations under this Agreement.

10.2. Sub-clause 10.1 will not apply to:

- (a) any information which has been published other than through a breach of this Agreement;
- (b) information lawfully in the possession of the recipient before the disclosure under this Agreement took place;
- (c) information obtained from a third party who is free to disclose it;

- (d) information which a Party is requested to disclose and, if it did not, could be required by law to disclose; and
- (e) any information which has been replicated independently by someone without access or knowledge of the information.

10.3. This clause 10 will remain in effect for 2 years after the termination or expiry of this Agreement.

10.4. Neither Party has authority to enter into any contractual arrangements with third parties on behalf of the other Party. Any breach of this clause 11 will be a material breach of this Agreement which cannot be remedied for the purposes of sub-clause 2.6 (a).

10.5. Nothing in this Agreement is intended to create a partnership between the Parties, or to authorise either Party to act as agent for the other. Unless expressly stated in this Agreement neither Party will have authority to act in the name or on behalf of or otherwise to bind the other.

11. CHARGES, METHOD OF PAYMENT AND DEPOSITS

11.1. The Customer agrees to complete and maintain a Direct Debit mandate as a pre-condition of this Agreement becoming effective and to pay the Charges by Direct Debit upon Immervox submitting an invoice in accordance with clause 14 calculated using the details recorded by Immervox. Immervox may charge daily interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 both before and after any judgement for the period beginning on the date on which payment is due and ending on the date payment is actually made.

11.2. All Charges exclude Value Added Tax which will be chargeable at the applicable rate and payable by the Customer.

11.3. The Customer is subject to Immervox's Policy for Credit Vetting and Security Deposits.

11.4. The Customer agrees to provide any deposit or guarantee required, immediately upon receiving notice from Immervox and if it doesn't Immervox may refuse to accept any orders in relation to the Service until such deposit or guarantee is provided.

11.5. If the Customer disputes an invoice, it agrees to notify Immervox in writing within 5 Working Days giving clear reasons. The Customer is not entitled to withhold payment of any amount not in dispute.

11.6. The limitations and exclusions of liability contained in clause 15 do not apply to the obligations or liabilities under this clause 11.

11.7. Immervox may change any Charges under this Agreement at any time. Immervox will notify the Customer in writing and give the Customer at least 7 days written notice of such change to the Charges for the Service.

11.8. The Customer agrees to pay all Call Charges including those raised for Calls made in breach of clause 8.1 (e) whether made by the Customer or a User.

13 FORECASTING AND MANAGEMENT OF SERVICE

13.1. So that Immervox may operate the Service efficiently and scale the Service to meet the demands of Customers, the Parties acknowledge that the provision of accurate forecast information is important. The Customer agrees to:

(a) using reasonable care and skill provide Immervox with forecast information as set out by Immervox; and

13.2. in relation to iVox UC and UC Enterprise - Unified Communications Suite Licences and iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences, provide 1 year rolling quarterly forecast on the 1st of March, June, September and December in a format specified by Immervox. The Customer acknowledges that in the event its forecast figure proves inaccurate to a degree greater or less than 25% then Immervox:

(a) may be unable to meet the SLA's set out in Schedule 9 and Immervox will not be liable for any such failure if such failure is attributable to the inaccurate forecast information; and

may not have sufficient capacity to supply iVox UC and UC Enterprise - Unified Communications Suite Licences, iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences, CPE and network capacity to complete Calls.

14. INVOICING

14.1. By the 7th Working Day of each Calendar Month period, Immervox will aim to issue an invoice for the previous Calendar Month for the amount due and provide appropriate supporting details to enable the Customer to validate the invoice.

14.2. The Customer agrees to pay the invoiced amount in (£) Sterling within 30 calendar days of the date of the invoice by Direct Debit as set out in sub-clause 11.1 above.

15. LIMITATION OF LIABILITY

15.1. Neither Party excludes or restricts in any way its liability under or in connection with this Agreement:

(a) for death or personal injury caused by its negligence; or

(b) to any extent not permitted by law.

15.2. (a) Subject to clause 15.2 (b) each Party's liability to the other under or in connection with this Agreement for all and any direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months is limited to £50,000 for loss of or damage to physical property;

(b) Subject to clause 15.1 and 15.4, each Party's liability to the other under or in connection with this Agreement for all and any direct loss or damage of any kind howsoever arising in any circumstance whatsoever at any time will not in any event exceed £50,000.

15.3. Neither Party will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the Party concerned was advised in advance of the possibility of such loss or damage), for:

(a) any of the following types of loss or damage whether direct, indirect or consequential, howsoever arising under or in connection with this Agreement or any part of it: loss of profit, loss of revenue, loss of business, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or

(b) any indirect or consequential loss or damage whatsoever.

15.4. Nothing in this clause 15 or in the Agreement will exclude or limit:

(a) the Customer's liability to pay (without set off) the Charges; or

(b) (in the event of a breach by the Customer of this Agreement) Immervox's right to claim all wasted costs arising from such breach incurred and committed in relation to the performance of a Service.

15.5. Each part of this clause 15 operates separately. If any part of this clause is held by a court to be unreasonable or inapplicable, the rest of the clause will continue to apply.

15.6. The Customer is advised to obtain its own business continuity insurance.

16. FORCE MAJEURE

16.1. If either Party is prevented, hindered, or delayed from performing any obligation under this Agreement because of a Force Majeure event, then it will have no liability to the other Party for any resulting failure, delay, defect or omission in performing its obligations under this Agreement.

16.2. Immervox will not be liable for any failure or delay in supplying the Service if:

(a) another supplier delays or refuses the supply of an electronic communications service to Immervox and no alternative service is available at reasonable cost; or

(b) legal or regulatory restrictions are imposed upon Immervox or its supplier/s that prevent Immervox from supplying the Service.

16.3. If any of the events detailed in clauses 16.1 or 16.2, occurs and materially affects the performance of this Agreement for more than three months either Party may terminate this Agreement in whole or part by written notice to the other.

17. CONDUCT OF INDEMNIFIED EVENTS

17.1. As a condition of any indemnity given by the Customer or Immervox in this Agreement, the indemnified Party will:

(a) notify the other Party promptly of any related claims or legal proceedings or allegation of infringement upon becoming aware of the same;

- (b) actively consult with the other Party regarding the conduct of any action and take their views into account;
- (c) make no admissions relating to any claims or legal proceedings or allegations of infringement without the consent of the other Party, such consent not to be unreasonably withheld;
- (d) not agree any settlement or compromise of such claims or legal proceedings nor make any payment on account of them without the prior written consent of the other Party, which will not be unreasonably withheld;
- (e) if the Service is affected, allow Immervox to modify the Service, or any item provided as part of the Service, so as to avoid the infringement, provided that the modification does not materially adversely affect the performance of the Service, such permission not to be unreasonably withheld or delayed; and
- (f) allow the other Party at the other Party's reasonable request to conduct all negotiations and proceedings providing that the other Party consults with the indemnified Party and keeps the indemnified Party fully informed with respect to a claim, legal proceedings or an allegation of infringement and obtains the indemnified Party's approval (such approval not to be unreasonably withheld or delayed) to all material steps taken in the conduct of the defence of a claim, legal proceedings or an allegation of an infringement. The indemnified Party will give the other Party all reasonable assistance in these matters providing the other Party agrees to pay the indemnified Party's reasonable expenses for such assistance.

18. ESCALATION AND DISPUTE RESOLUTION

- 18.1. Each Party agrees to use its reasonable efforts to resolve issues connected to the Service and disputes, with the other. Where Immervox has an issue or dispute connected with the Service this will be escalated to the Primary Contact. Where the Customer has an issue or dispute connected with the Service this will be escalated in accordance with the process set out in the Customer Service Plan.
- 18.2. If the dispute is not resolved within 14 days of the matter being raised then the Parties may pursue any other dispute resolution option which the Parties agree is appropriate, which may include without limitation mediation or early neutral evaluation.
- 18.3. If the Parties agree to refer the dispute to a mediator:
- (a) the mediator will be appointed by agreement of the Parties. If the Parties fail to agree within 3 Working Days of a proposal by one Party, the mediator will be appointed by CISAS
 - (b) all negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the Parties in any further or other proceedings;

- (c) if the Parties reach agreement on the resolution of the dispute, the agreement will be put in writing and once signed by the Parties will be binding on them. Any such agreement will constitute confidential information for the purposes of clause 10.

18.4. Nothing in this clause 18 will prevent either Party exercising any rights and remedies that may be available in respect of any breach of the provisions of this Agreement.

19. CHANGES TO THIS AGREEMENT

19.1 Immervox may change this Agreement at any time by giving at least 7 days' notice before the change takes effect in order to:

- a. comply with any legal or regulatory obligation (save where Immervox's compliance with that legal or regulatory obligation requires a shorter period of notice);
- b. change any of the Charges (excluding international termination rates, which are dealt with in 19.2 below) payable under this Agreement;
- c. protect the use of the Immervox Corporate Marks;
- d. introduce new or improved service levels;
- e. introduce new Service Features;
- f. Introduce updates and changes to the Portal;
- g. withdraw Service Features;
- h. introduce process changes, provided that they are not to the Customer's material detriment;
- i. maintain the integrity or security of the Service or Immervox's Partner's Network;
- j. improve clarity, or make corrections to typographical errors; or
- k. change the processes and procedures detailed in the user guides providing that the changes in sub-clauses 19.1 (e) to (i) inclusive, will not unreasonably affect the Service.

19.2 Immervox may change this Agreement at any time by giving at least 2 days' notice before the change takes effect in order to change the Charges for international termination rates.

19.3 In respect of changes to this Agreement made under clauses 19.1 or 19.2, such changes will not require a new Agreement to be signed by the Parties and will take effect at the expiration of the notice.

19.4 With respect to any matters not falling within clause 19.1 or 19.2, Immervox may propose that the Agreement be changed at any time by giving the Customer written notice of the proposed changes at least 7 days before the date the changes are proposed to take effect. The Customer may serve a notice on Immervox stating its objections to the proposed changes within 7 days of the service of Immervox's notice of the proposed changes. Immervox will give consideration to any objections received.

20. TRANSFER OF RIGHTS AND OBLIGATIONS

20.1. Neither Party may transfer any of its rights or obligations under this Agreement, without the written consent of the other, except that:

- (a) Immervox may transfer its rights or obligations (or both) to another legal entity without consent provided that it notifies the Customer that it has done so; and
- (b) The Customer may transfer its rights and obligations by way of a novation to an eligible Customer Group Company subject to Immervox's applicable Credit Vetting Policy and the signing of a novation agreement in such format as Immervox will reasonably require.

21. ENTIRE AGREEMENT

21.2. This Agreement constitutes the entire agreement between the Parties and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the Parties, whether oral or written, relating to its subject matter.

21.3. Each Party acknowledges and agrees that in entering into this Agreement it has not relied upon, and will have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any person (whether party to this Agreement or not) in relation to the subject matter of this Agreement, except for those contained in this Agreement.

21.4. Nothing in this clause 21 excludes or restricts the liability of either Party to the other arising out of pre-contract fraudulent misrepresentation or fraudulent concealment.

22. RIGHTS OF THIRD PARTIES

22.1 A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

23. NOTICES

23.1 All notices given under this Agreement will be in writing and delivered to the appropriate Primary Contact.

23.2 Any legal proceedings arising out of or in connection with this Agreement will be served:

- (i) from Immervox, to the address to which the Customer asks Immervox to send invoices or, if the Customer is a limited company, to its registered office; or
- (ii) from the Customer, to Immervox at its Registered Office 22-24 Hornsby Square, Southfields Business Park, Basildon, Essex. SS15 6SD

or such other addresses as notified by the Parties for this purpose in writing.

23.3 Where legal proceedings are served in accordance with sub-clause 24.1, such service will be deemed to be made pursuant to the time periods set out in Part 6.7 of the Civil Procedure Rules 1999, any practice direction made there under or any amending provision.

23.4 Subject to sub-clause 23.5, notices may be delivered by hand, e-mail or by a proof of posting, signed for on delivery first class post service and will be duly served:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by post, three Working Days after the date of posting; and
- (c) if sent by email to the email address of the Primary Contact at the time of transmission.

23.5 Any document concerning legal proceedings may not be delivered by email.

24. SEVERABILITY

24.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of its provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.

25. LAW AND JURISDICTION

25.1 This Agreement is governed by the law of England and Wales and the Parties submit to the exclusive jurisdiction of the English courts.

Schedule 1 - Definitions

In this Agreement:

“**Activation Date**” means the date that Immervox activates a Licence for the Customer.

“**Affiliate**” means any entity that directly or indirectly controls or is controlled by either the Customer or Immervox, or is jointly controlled with either the Customer or Immervox.

“**Add-Ons**” means additional functionality to a Site Licence and/or a User Licence.

“**Agreement**” means these Conditions, the Schedules, Immervox’s Standard Terms and Conditions the Immervox Price List, and the CRF(s) for the Service, which, in the event of conflict rank in this order of precedence.

“**Alert**” has the meaning given in sub-clause 3.1 (g) of the Conditions.

“**Alert Contact**” means the individual nominated by the Customer to receive Alerts in accordance with sub-clause 3.1 (g) of the Conditions and/or sub-clause 2.2 (l) of Schedule 2.

“**Annex M**” “Annex M” means a rate adaptive and chargeable optional feature of Broadband Complete over WBC ADSL2+ standard ITU that boosts the upstream speed by trading off a small amount of the downstream speed (approximately 10%-15%)

“**Applicable Law**” means the laws of England and Wales and any other laws and regulations that apply to providing or receiving a Service, including:

- (a) the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) any relevant export laws and regulations, including ones in the United States of America.

“**ATA**” means an analogue terminal adaptor used to enable analogue phones to be used in connection with the Service.

“**Authorised Equipment**” means the IP Phones, Analogue Terminal Adaptors (ATA’s), PBX, Media Gateway and other CPE tested by Immervox’s partner and confirmed by Immervox’s partner as being compatible with the Service as detailed in the Authorised Equipment List which may be amended by Immervox from time to time.

“**Automatic Call Barring**” has the meaning given in sub-clause 2.2 (l) of Schedule 2.

“**Backhaul**” means an Ethernet connection and Hand Over Point and the Customers main Site.

“**Calendar Month**” means a period commencing at midnight (00:00 hrs) on the first day and ending at midnight (24:00) on the last day of the relevant month.

“**Call**” means a signal, message or communication which can be silent, visual or spoken, excluding text messages.

“**Charges**” means the charges payable by the Customer to Immervox for the Service and any other amounts payable under this Agreement as set out in Schedule 8. “**CLI**” means the telephone number of the originating User (i.e. the calling party) or the default number of the Customer.

“**CLI Presentation**” has the meaning set out in Schedule 7.

“**Commencement Date**” means the date on which Immervox counter-signs the agreement having been signed by the Customer..

“**Configuration Portal**” means the web based portal used by the Customer or Immervox to create and manage

telephone features.

“Connect To Number” means the contact number used to connect to the relevant Emergency Services Organisation.

“Contractual Delivery Date (CDD)” means, in relation to iVox UC and UC Enterprise - Unified Communications Suite Service, the date Immervox notifies the Customer that testing and commissioning may commence.

“CPE” means Customer Premises Equipment used in connection with the Service, including but not limited to Authorised Equipment, DSL Routers and Headsets.

“CRF” is a Customer Requirement Form used by the Customer to either order the Service (along with the Order Form), or to modify certain aspects of the Service.

“Customer” means the person with whom Immervox makes this Agreement.

“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.

“Customer Representative” has the meaning given to it in clause 7.2(a).

“Customer Service” means the service provided to the Customer using the Service.

“Customer Service Plan (“CSP”) means the document of the same name which sets out the procedures agreed between the Parties for managing disputes under this Agreement including any escalation process.

“Daytime” means Monday to Friday 09:00am –17:30pm.

“Deep Packet Inspection” means a traffic management service deployed within Immervox’s partner’s network to improve the performance of the broadband service and the Users line.

“Downstream” means the transmission of data from Immervox to a User.

“DSLAM” means Digital Subscriber Line Access Multiplexer sometimes referred to as the digital subscriber loop access multiplier which is a network device that connects multiple customer digital subscriber lines to a high-speed Internet backbone line using multiplexing techniques.

“DSL Router” means a device purchased by the Customer under the Agreement or provided by the Customer, used to connect a local area network to a telephone line and which will provide digital subscriber line service connection to the Internet.

“Eligible iVox UC and UC Enterprise - Unified Communications Suite Licence” means:

- (a) Functional iVox UC and UC Enterprise - Unified Communications Suite User Licences;
- (b) Fixed iVox UC and UC Enterprise - Unified Communications Suite User Licences;
- (c) Mobile iVox UC and UC Enterprise - Unified Communications Suite User Licences; and
- (d) iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Company Channels.

“Emergency” means a serious situation or occurrence that demands immediate action.

“Emergency Call” means a Call to 999.

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

“Emergency Centre” means the premises where Immervox’s Partner’s operators answer Emergency Calls.

“Emergency Contact Number” has the meaning set out in Schedule 4, paragraph 3.4(b).

“Emergency Services Database” or “ESDB” means the 999 call routing and address database.

“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.

“End User Access” means the physical network and connection to the Broadband network between the NTE and the point of handover to the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service Shared Backhaul.

“Evening” means all other times which are not Daytime or Weekend.

“Feature” means a distinguishable software function included in iVox UC and UC Enterprise - Unified Communications Suite Licence Packs or iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licence Packs. Various Features may be grouped together in iVox UC and UC Enterprise - Unified Communications Suite Licence Packs and iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licence Packs.

“Fibre to the Cabinet” or “FTTC” means the fibre-optic link to provide broadband connectivity over VDSL2 to Immervox’s partner’s cabinet as an alternative to ADSL2+ based broadband over the traditional exchange-terminated copper network.

“First Level Support” means the handling of calls direct from the Customer or Customer’s Users,

“Force Majeure” means a matter beyond a Party’s reasonable control including, but not limited to (a) act of God; (b) lightning; (c) flood; (d) exceptionally severe weather; (e) subsidence; (f) fire; (g) explosion; (h) war; (i) civil disorder; (j) national or local emergency; (k) statutory obligation; (l) industrial disputes (including industrial disputes involving that Party’s own employees, provided that such Party has taken all reasonable steps to prevent and or resolve such industrial disputes from arising; (m) delay or failure of that Party’s supplier(s); (n) delay or failure or rationing of energy supplies; (o) acts or omissions of local or of central government or of other competent authorities; (p) acts or omissions of persons for whom a Party is not responsible; or any other cause whether similar or dissimilar outside its reasonable control.

“Geographic Minutes” means the minutes incurred on Calls to public telephone numbers in the UK (excluding the Channel Islands and the Isle of Man) starting with 01, 02 and 03 as published by Ofcom in the National Telephone Numbering Plan.

“Hand Over Point” means a physical location in Immervox’s partner’s Network where service is handed over from Immervox’s partner to the Customer. This acts as a demarcation point in the fault management process for Immervox’s iVox UC and UC Enterprise - Unified Communications Suite Broadband Service.

“Headsets” means a device with one or two earphones combined with a microphone, providing the ability to talk hands free through a phone. A headset may have a wired or wireless connection to the phone.

“IAD” means an Integrated Access Device used to enable an analogue phone to be used in connection with the Service.

“Immervox” means Immervox Limited of 22-24 Hornsby Square, Southfields Business Park, Basildon, Essex. SS15 6SD registered in England No. 3814512

“Immervox Corporate Marks” means the registered or unregistered trademarks and service marks, house marks and marks of ownership, trading names brand names, distinctive colour schemes, devices, styles, emblems and other manifestations associated with Immervox including the logotype comprising the letters Immervox and/or any elements of these marks.

“Immervox’s Partner’s Network” means the BT PECN (public electronic communications network) as defined in Section 151 of the Communications Act 2003.

“Immervox Policy for Credit Vetting” means the policy, by that name, available on request from Immervox.

“Immervox Group Company” means an Immervox subsidiary or holding company, including without limitation a holding company of Immervox or any subsidiary of any such holding company, all as defined by Section 1159 of the Companies Act, 2006.

“Immervox Helpdesk” means the helpdesk for the Service that will be available from 0900-1730 Monday to Friday excluding UK Public and Bank Holidays to handle enquiries relating to the Service.

“Immervox Website” means the website located at URL www.immervox.com or such other website or URL as Immervox may notify the Customer from time to time in writing.

“Inclusive Minutes” has the meaning given in sub- clause 5.4 (b) or Schedule 8.

“Incoming Calls” means Calls from the destinations with E.164 numbers made to the Users.

“Instant Message” means an application that enables Users to send and receive real time messages where the User has a iVox UC and UC Enterprise - Unified Communications Suite Licence or iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licence and the appropriate Add-On.

“Integrated Services Digital Network” or **“ISDN”** means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

“Intellectual Property Right(s)” means any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know-how, or any similar right exercisable in any part of the world and will include any applications for the registration of any patents or designs.

“International Destination Network” means a network operated in an overseas country.

“IP” means internet protocol.

“IP Access Circuit” means an IP circuit used to carry IP traffic, i.e. Broadband that Immervox allows to be used with the service.

“IP Phone” means a telephone device that converts speech into digital IP packets. This may be hardware or a software application.

“IP Network” means a telecommunications network operated on IP.

“iVox UC and UC Enterprise - Unified Communications Suite Licence” means a grouping of specific Features as identified in Schedule 3 which includes Functional User, Fixed User and Mobile User. Immervox may make changes to the Features and and/or prices that make up a iVox UC and UC Enterprise - Unified Communications Suite Licence or introduce new iVox UC and UC Enterprise - Unified Communications Suite Licences.

“Liability” and “Liabilities” means all awards, compensation, costs, expenses, losses, liabilities, damages, claims, proceedings, awards, fines, orders, demands, actions, payments by way of settlement, penalties, tribunal awards and other liabilities (including legal and other professional fees and expenses on an indemnity basis) whenever or howsoever arising or brought.

“Licence” means the right, whilst and only whilst the Agreement is in force, for the Customer to access the Service.. This right does not operate to transfer any intellectual property to the Customer.

“Line Rate” means, in relation to:

- (a) **WBC variant of Managed Broadband, the rate of connection between the NTE and the nearest MSAN (or DSLAM for a WBC FTTC connected User) from the NTE to which the User Access is connected.**
- (b) **IPsC variant, the rate of connection between the NTE and the nearest DSLAM located at the local exchange.**

“Major Service Outage” means an unplanned outage that may have a detrimental effect on all or part of Immervox’s partner’s Network.

“iVox UC and UC Enterprise - Unified Communications Suite Broadband Service” means the optional service as

set out in Schedule 6 to this Agreement.

“Maximum Stable Line Rate” means the maximum Downstream Line Rate the Service is expected to achieve and is calculated on a per line basis.

“Media Gateway” means a device that will convert media streams between different telecommunications technologies such as ISDN to SIP.

“Metallic Pair” means an Immervox partner’s circuit comprising a pair of twisted metal wires which allows electrical signals to be conveyed.

“Minimum Term” means in relation to:

- (a) iVox UC and UC Enterprise - Unified Communications Suite Licences or iVox UC and UC Enterprise - Unified Communications Suite SIP licences, either , one (1) year, three (3) year or five (5) year licences from the Activation Date provided by Immervox.; or
- (b) iVox UC and UC Enterprise - Unified Communications Suite Broadband one (1) year, three (3) year or five (5) year for copper and Fibre variants, from the Activation Date provided by Immervox.

“MSAN” means Immervox partners’ Multi-Service Access Node which enables more than one service (e.g. telephony, data, etc) to be delivered down a single physical pipe to the User.

“Network Availability Target” has the meaning given in clause 5 of Schedule 9.

“Nuisance Call” means an unwanted Call that causes annoyance to the receiver of the Call and/or is a hoax Call, and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene or menacing nature including unauthorised

or 'spam' Calls and 'silent' Calls as defined by Ofcom in its 'Statement of policy on the persistent misuse of an electronic communications service' published 1 March 2006, and any subsequent update.

"Number Portability" means an arrangement between the Parties whereby a telephone number ceases to be provided by the losing CP and such telephone number is subject to number import by Immervox. If the telephone number ceases to be used by the Customer, or User then it may be subject to number export to the gaining CP pursuant to Number Portability rules.

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

"On Net" means Calls that start and end between Users on the same Customer Service.

"Outgoing Calls" means Calls from the Customer's Service via its Users to destinations outside of the Customer's Service subject to the restrictions set out in Schedule 2 and 4.

"PBX" means public branch exchange.

"Planned Engineering Works" means the scheduled maintenance activity which Immervox or its partner will undertake from time to time to maintain and/or upgrade the Service which may affect the availability of the Service.

"Portal" means the Configuration Portal.

"Presentation Number" means the telephone number that the User presents out when phoning other end-points. The Presentation Number may be that of the User's actual telephone number or can be a different number.

"Primary Contact" means the person or persons referred to in sub-paragraph 4.2 of the main conditions and specified in the Customer Requirement Form.

"Process", **"Processed"** and **"Processing"** when used in the context of any data protection provisions will have the meaning set out in the Data Protection Act 1998.

"Product Description" means the iVox UC and UC Enterprise - Unified Communications Suite product description as may be amended from time to time, which is available from Immervox on request.

"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.

"PSTN" means a public switched telephone network.

"Rate Adaptive" means in relation to:

- (a) iVox UC and UC Enterprise - Unified Communications Suite Broadband for WBC ADSL, FTTC and FTTP, the circumstances whereby the MSAN or DSLAM, as appropriate, and Customer's or User's CPE automatically negotiates the best Line Rate based on the settings within the Broadband network, telephone line characteristics and conditions; and

(b) IPsc, the DSLAM and Customer's or User's CPE automatically negotiate the best Line Rate based on the settings within Immervox's partner's Network, line characteristics and conditions. Rate adaptation can occur several times a day, thus resetting the rate between the Customer's or User's CPE and Immervox's partner's DSLAM, except where a capped rate profile is applied.

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

"Security Details" has the meaning given to it in clause 7.2(a).

"Service" means the iVox UC and UC Enterprise - Unified Communications Suite as further described in Schedule 2

"Service Availability Area" means the area where the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service is potentially available as detailed by Immervox

"Service Establishment" means the process required to be followed in order that the Service can be made available to the Customer.

"Service Misuse" has the meaning given in sub-clause 3.1 (g).

"SIP" means Session Initiation Protocol which is a technical standard specified in RFC 3261.

"SIP Trunking Licence" means a grouping of specific Features as set out in Schedule and includes iVox UC and UC Enterprise - Unified Communications Suite Service SIP Trunking Company Channel, iVox UC and UC Enterprise - Unified Communications Suite Service Trunking User, iVox UC and UC Enterprise - Unified Communications Suite Service Functional User, iVox UC and UC Enterprise - Unified Communications Suite Service, iVox UC and UC Enterprise - Unified Communications Suite Service Fixed User and iVox UC and UC Enterprise - Unified Communications Suite Service Mobile User. Immervox may make changes to the Features and and/or prices that make up a SIP Trunking Licence or introduce new SIP Trunking Licences.

"Site" means in relation to:

- (a) **iVox UC and UC Enterprise - Unified Communications Suite Broadband - any location either owned, managed or controlled by a Customer, User or any other party where Immervox or its partner shall require access and/or shall install Immervox or Immervox's partner's Equipment in order to provide the Service under this Agreement; or**
- (b) **iVox UC and UC Enterprise - Unified Communications Suite Licences - either a home Site or an office Site being the location where a User is predominately located; or**

iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences - an office Site being the location where a User is predominately located.

"Stabilisation Period" means a period of up to 10 calendar days commencing on the date that the Customer or User commences using the End User Access following either a completed provision of an End User Access Order or following some types of completed modifications of an End User Access during which period Immervox's partner will attempt to establish the Maximum Stable Rate (this facility does not apply to WBC FTTC or FTTP).

"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.

"Territory" means the United Kingdom.

"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 Party other than Immervox's supplier/s. 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.

“Third Party PSTN Network” means the Public Switched Telecommunications Network of a third party.

“Threshold” means a rule set by Immervox's partner that will prompt the sending of an Alert to the Alert Contact advising that there may be Service Misuse.

“Throughput” means the ability to pass data through the network at a given rate, which depends on not only the synchronisation speed but the available bandwidth between the Customer or User and the source of the data through Immervox's partner's Network and Customer Networks (and often the internet).

“Upstream” means the transmission of data from the Customer or a User..

“User” means the person from the Customer who uses the Customer Service.

“VAT” means value added tax at the applicable rate in force from time to time.

“VLAN” means Virtual local area network, A logical service connection across the Backhaul network, this will enable services to be delivered to the Customer's Site.

“VOIP” means voice over internet protocol.

“Weekend” means from midnight Friday until midnight Sunday.

“Working Day” means 9.00 to 17.30. Monday to Friday, excluding public or bank holidays in the applicable part of the United Kingdom and **“Working Hours”** will be interpreted accordingly.

Schedule 2- General Service Schedule

1. INTRODUCTION

1.1 In this Schedule a reference to a clause, unless stated otherwise, is to a clause of this Schedule 2.

1.2 Unless expressly stated otherwise below, words and expressions have the meaning given in Schedule 1 (Definitions) of the Agreement.

2. THE SERVICE:

2.1 The following options are available with the Service:

iVox UC and UC Enterprise - Unified Communications Suite IP Suite - enables the Customer and their Users to connect an IP Phone, (including soft phones), into a local area network port switch, which in turn interfaces with the User's IP Access Circuit. The User's IP Access Circuit will pass the Call to the Service platform. The User can use the Service for the purpose of sending/receiving voice and/or video Calls and sending Instant Messages.

iVox UC and UC Enterprise - Unified Communications Suite Service SIP Trunking – enables the Customer to connect their existing PBX or Media Gateway to the Service and provide IP telephony Calls. The PBX or Media Gateway interfaces with the Customer's/User's IP Access Circuit which will pass Calls to the Service platform.

2.2 The Services comprises:

- (a) A shared communications platform that will allow Users of the Service to configure Features;
- (b) A portal as defined in the Definition Schedule to enable Immervox and the Customer to manage the Service;
- (c) Training as specified by Immervox;
- (d) iVox UC and UC Enterprise - Unified Communications Suite Licences and iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences, as set out in Schedule 3; Calls Service, as set out in Schedule 4;
- (e) Supply of new telephone numbers from Immervox's partners' numbering range, as set out in Schedule 4;
- (f) Immervox's porting service to arrange the porting of existing telephone numbers to the Service, as set out in Schedule 4;
- (g) Option to purchase CPE including IP Phones and accessories, as set out in Schedule 5;
- (h) Optional iVox UC and UC Enterprise - Unified Communications Suite Service Broadband, as set out in Schedule 6; and a CLI Presentation service, as set out in Schedule 7; and
- (i) a feature that allows the manual or automatic barring of the Service for Service Misuse. Immervox's partner will send an Alert to the Alert Contact that the:
 - (i) first Threshold has been reached at which time the Customer may implement manual barring of the Service;
 - (ii) second Threshold has been reached at which time the Customer may implement manual barring of the Service; and
 - (iii) third Threshold has been reached and Immervox's partner will bar some or all Calls being made from the Service or part of the Service.

("Automatic Call Barring"). When detecting Service Misuse and measuring against the Thresholds, Immervox's partner may measure and bar some legitimate Calls. Where the Customer chooses not to include Automatic Call Barring, sub-clause 3.1 (g) of the Conditions will apply.

- 2.2 The following items, may be required at the Customer's premises before the Service can be commissioned for iVox UC and UC Enterprise - Unified Communications Suite:
- 2.3 IP Phones or Soft Phones; and
- 2.4 IP Access Circuit and any corresponding data hardware e.g. router, port switches. For iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking, the Customer will make available at their premises the following equipment and services prior to Immervox's provision of the Service and will ensure that they are compatible with the Service:
 - a. a PBX;
 - b. a Media Gateway;
 - c. telephone handsets; and
 - d. an IP Access Circuit and any corresponding data hardware.

3 SERVICE ESTABLISHMENT

- 3.1 Once the Agreement has been signed by the Parties Immervox will provide an Order Form and CRF to the Customer.
- 3.2 Within fifteen (15) Working Days of receiving the CRF, the Customer will complete the CRF and submit it to Immervox by email to the email address specified by Immervox, or to such other address or via such other process as advised by Immervox to the Customer from time to time.

- 3.3 Immervox will aim to either accept or reject the CRF within 7 Working Days of receipt.
- 3.4 Immervox may reject a CRF if any information on it is illegible, inaccurate, incomplete or incorrect to the extent that it hinders the provision of Service or is a duplicate CRF. If a CRF is rejected, Immervox will notify the Customer of the reasons for the rejection and reserves the right to charge a reasonable administration fee in relation to any rejected CRF.
- 3.5 Immervox will, during the Service Establishment period, build the Service and at the end of the Service Establishment Period provide the Customer with access to the Service, including the Portal.
- 3.6 Immervox will advise the Customer of the Service Delivery Date.
- 3.7 The Customer acknowledges that the Service Delivery Date can only occur once the Customer's nominated Customer personnel have completed the mandatory training as set out in Clause 4 below.
- 3.8 The Customer acknowledges that it will be responsible for obtaining all necessary permissions and consents before it submits a CRF as set out in this clause 3.
- 3.9 Immervox reserves the right to not provide the Service or fulfil the CRF at its absolute discretion, including but not limited to, where Immervox:
- a) considers that there is a significant credit risk;
 - b) considers that there is a fraud risk;
 - c) considers that the CRF is inaccurate or incomplete; or
 - d) reasonably anticipates that the CPE being used will not be compatible with the Service.
- 3.10 Immervox will use its reasonable endeavours to:
- i. provide the Service in accordance with the Service Levels set out in Schedule 8;
 - ii. provide the Customer with access to the Portal and activate the Service by the Service Delivery Date advised to the Customer; and
 - iii. provide a Feature by the
Activation Date; but will have no
liability for a failure to do so.

4. CUSTOMER TRAINING

- 4.1 Immervox will provide training for the Customer's nominated personnel in the form of a one (1) day onsite training course, as specified by Immervox. The dates for such training will be agreed between the Parties
- 4.2 All onsite training will be conducted at the Customer's premises. The Customer agrees to pay Immervox's reasonable travel and accommodation costs in relation to any such training.
- 4.3 The Customer will:
- (a) ensure that it has the CPE as specified in the Product Handbook available, prior to the commencement of the training course set out in sub-clause 4.1 above;
 - (b) ensure that the appropriate Customer personnel attend the Immervox training courses; and
 - (c) give a minimum of 10 Working Days' notice to Immervox of any change to, or cancellation of, dates agreed for training. Failure to provide such notice will result in the Customer being charged at the 'additional training day' rates specified in Schedule 8.

4.4 Additional training will be available as set out in Schedule 8 and will be charged at the rates detailed there.

5. IMMEROX HELPDESK

- 5.1 All enquires to the Immervox Helpdesk will be submitted via the contact details set out in Immervox's Customer Service Plan (CSP)

6. SCHEDULED AND UNSCHEDULED OUTAGES

- 6.1 For the purpose of providing new installations, updating facilities, general maintenance and Planned Engineering Works (PEW's) scheduled downtime will occur from time to time. Immervox will aim to provide the Customer with at least two (2) Working Days' notice of any scheduled downtime.
- 6.2 Immervox may occasionally suspend the Service for operational reasons (such as maintenance or Service upgrades), Major Service Outages (MSO's) 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 will be suspended.

7. CESSATION

- 7.1 The Customer may cease the Service or part thereof, by contacting Immervox using details published within Immervox's Customer Service Plan (CSP).
- 7.2 If the Customer ceases the Service or any part thereof during any relevant Minimum Term the Customer will pay the Charges for the remainder of such Minimum Term.

8. SERVICE ASSURANCE AND PROBLEM MANAGEMENT

- 8.1 The Customer will be responsible for the provision of initial fault diagnosis and will only report a fault to the Immervox Helpdesk when the Customer reasonably believes that the fault is not attributable to the Customer Service or any non-BT provided equipment (at the User's Site).
- 8.2 Subject to clause 8.1 above the Customer will report all faults relating to the Service using contact details found on Immervox's Customer Service Plan.
- 8.3 For all faults reported the Customer will be given a fault reference number. This reference is issued when the Immervox operating system logs the fault. The Customer should note this reference and use it when communicating with Immervox about the fault.
- 8.4 Immervox will provide a support and service management facility to the Customer, via the Immervox Helpdesk to perform the following functions:
- (a) receiving and dealing with enquiries relating to faults submitted by the Customer;
 - (b) investigation, diagnosis and repair of faults;
 - (c) co-ordination of fault repair; and

- (d) receiving and dealing with general Service enquiries.
- 8.5 Immervox will maintain the Service in accordance with the appropriate maintenance level as set out in Schedule 9.
- 8.6 Authorised Users will be the only point of contact with Immervox for the notification of all faults in the Service and fault resolution.
- 8.7 Immervox is only responsible for faults to the Service as supplied to the Customer under this Agreement. If Immervox does work to investigate or correct a reported fault and finds there is no fault in the Service, the Customer will pay Immervox's reasonable costs for the work carried out.
- 8.8 Where the Customer reports a fault with the Service and the fault is not attributable to Immervox's partner's Network or Immervox's or its partner's Equipment, Immervox will charge the Customer an Abortive Visit Charge for any Site visit.
- 8.9 Immervox will advise the Customer once a reported fault has been updated or closed.
- 8.10 Subject to sub-clause 8.10 below, except as stated in this sub-clause all contact between Immervox and its Customers in relation to the Service will be conducted through the Customer's Primary Contacts. Immervox partner may only contact the Customer in relation to the Service:
 - (a) to confirm the End Customer's availability for a provision or repair appointment; or
 - (b) to assist in fault diagnosis; or
 - (c) to assist in NTE password resetting or configuration updates; or
 - (d) where it is necessary for the proper performance of its obligations under this Agreement.
- 8.11 Immervox's partner may contact Customers with the Immervox's permission, not to be unreasonably withheld or delayed, for the purposes of carrying out quality checks for management and training purposes concerning the visit of Immervox's partner's personnel to a Customer's Site.
- 8.12 If the Customer arranges an engineering visit and the engineer is unable to gain access to the Customer or User Site at the pre-arranged appointment time the Customer will be Charges an Abortive Visit Charge as set out in Schedule 8.

Schedule 3 – iVox UC and UC Enterprise - Unified Communications Suite and iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences

1. INTRODUCTION

- 1.1 In this Schedule a reference to a clause, unless stated otherwise, is to a clause of this Schedule.
- 1.2 Unless expressly stated otherwise below, words and expressions have the meaning given in Schedule 1 (Definitions) of the Agreement.

iVox UC and UC Enterprise - Unified Communications Suite Licences

- 2.1 The Customer will be responsible for ordering:

- (a) iVox UC and UC Enterprise - Unified Communications Suite Site Licences;
- (b) iVox UC and UC Enterprise - Unified Communications Suite User Licences; and
- (c) Add-On's

via the Ordering Process, as set out by Immervox.

- 2.2 Licences that continue beyond the Minimum Term will continue to be charged at the rate applicable to the Minimum Term selected until either changed or ceased by the Customer.
- 2.3 The Customer will only be able to order iVox UC and UC Enterprise - Unified Communications Suite Licences if it has an available telephone number associated with the Service, as set out in Schedule 4 of this Agreement, for such Licence to be ordered against.
- 2.4 The Customer acknowledges and accepts that it will be responsible for configuring Features associated with all iVox UC and UC Enterprise - Unified Communications Suite Licences and Add-Ons via the Configuration Portal.

2.5 iVox UC and UC Enterprise - Unified Communications Suite Site Licences

The Customer may order either:

- (a) iVox UC and UC Enterprise - Unified Communications Suite office Site Licences; or
- (b) iVox UC and UC Enterprise - Unified Communications Suite home Site Licence.

2.6 iVox UC and UC Enterprise - Unified Communications Suite User Licences

The Customer may order:

- a) iVox UC and UC Enterprise - Unified Communications Suite Functional User Licences;
- b) iVox UC and UC Enterprise - Unified Communications Suite Fixed User Licences; or
- c) iVox UC and UC Enterprise - Unified Communications Suite Mobile User Licences

- 2.7 A User Licence will inherit the features from the Site Licence.

The features contained in each iVox UC and UC Enterprise - Unified Communications Suite User Licence are as set out in the Product Features Matrix

- 2.8 The Customer acknowledges and accepts that it will require access to a physical or wireless IP service, an IP Phone or Softphone as set out in Schedule 5 of this Agreement for each User Licence ordered.

2.9 iVox UC and UC Enterprise - Unified Communications Suite Licence Add-ons

The Customer may order Licence Add-Ons in association with:

- (a) Site Licences; and
- (b) User Licences;

2.10 A Licence Add-On will not work unless it is provisioned against the appropriate Site or User Licence.

3. iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences

3.1 The Customer will be responsible for ordering:

- a) SIP Trunking Company Licences;
- b) SIP Trunking Site Licences;
- c) SIP Trunking User Licences; and
- d) Add-On's,

as set out in Immervox's ordering process.

3.2 The Customer will indicate via the Order Form the Minimum Term available to apply to each SIP Trunking Licence ordered.

3.3 Licences that continue beyond the Minimum Term will continue to be charged at the rate applicable during the Minimum Term until the Licence is terminated by either Immervox or the Customer.

3.4 The Customer will only order SIP Trunking Licences where a telephone number is available and associated with the Service, as set out in Schedule 4 of this Agreement.

3.5 The Customer or Immervox will configure the features associated with the SIP Trunking Licence and any Add-Ons via the Configuration Portal.

3.6 SIP Trunking Company Channel Licences

The Customer may order either:

- a) SIP Trunking Basic Channel Licences; or
- b) SIP Trunking Premium Channel Licences,

3.7 SIP Trunking Site Licences

The Customer may order SIP Trunking Site Licences.

3.8 SIP Trunking User Licences

The Customer may order:

- (a) Trunking User Licences;
- (b) SIP Trunking Functional User Licences;
- (c) SIP Trunking Fixed User Licences; or

(d) SIP Trunking Mobile User Licences.

3.9 A SIP Trunking User Licence will inherit the features from the Site Licence.

3.10 The features contained in each SIPT Trunking User Licence are set out in the Product Features Matrix

3.11 The Customer will require access to a physical IP service as set out in Schedule 5 of this Agreement for each SIP Trunk Company Channel Licence or SIP Trunk User Licence ordered.

3.12 SIP Trunking Licence Add-ons

The Customer may order SIP Trunking Licence Add-Ons in association with:

- (a) SIP Trunking Site Licences: and
- (b) SIP Trunking User Licences

A SIP Trunking Licence Add-On will only work when it is provisioned against an appropriate SIP Trunking Site or SIP Trunking User Licence.

Cessation and amendment iVox UC and UC Enterprise - Unified Communications Suite and iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences

3.13 The Customer may request the cessation of, or the amendment of Licences by contacting Immervox's Client Services Team in writing and requesting the required change. The Customer will request all other technical amendments to the Service by completing and submitting a CRF to Immervox as set out in clause 2 of this Schedule.

3.14 If the Customer ceases the Service or part thereof during any relevant Minimum Term the Customer will be liable for an early Termination Charge as set out in Schedule 8 to this Agreement.

Schedule 4- Calls and Numbering Service Schedule

1. INTRODUCTION

- 1.1 In this Schedule a reference to a clause, unless stated otherwise, is to a clause of this Schedule.
- 1.2 Unless expressly stated otherwise below, words and expressions have the meaning given in Schedule 1 (Definitions) of the Agreement.

2. CALLS

- 2.1 Immervox will provide the Calls Service to Customer on the terms and conditions set out in this Agreement.
- 2.2 The Service enables Users to make On-Net and Off-Net voice and video Calls.
- 2.3 Users will be able to make Calls to any destination unless Call barring has been set up, via the Configuration Portal, in relation to Calls to particular numbers or destinations.
- 2.4 If abnormally high Call volumes are conveyed via the Service for onward termination to an International Destination Network Immervox's partner or its's overseas partner may instigate network management control measures including but not limited to Call barring.
- 2.5 The Service will not support the following Outgoing Call types:
- (a) Short Message Service and Text Messaging;
 - (b) Non-E164 PSTN numbers for calls terminating outside of the UK, with the exception of International freephone;
 - (c) 070 Personal Numbering Services;
 - (d) Dial up Internet Services; and
 - (e) Video Calls that require IP to TDM translation.

2.6 On-Net Calls

On-Net Calls allow Users, of the Service, to make voice and video calls directly between each other. On-Net calls are routed via the Service and are not passed out to other IP or PSTN networks.

- 2.7 On-Net Video Calls can only be made if both parties have an approved video IP Phone or Softphone.

2.8 Off-Net Calls

Off-Net Calls allow Users to make and receive voice Calls to and from PSTN, Mobile, International and other IP networks. Off-Net Calls will be charged as set out in Schedule 8.

3. EMERGENCY CALL ACCESS

- 3.1 This Emergency Call Service will only be available where the Emergency call originates from a calling party located in the UK having a telephone number conforming to the National Telephone Numbering Plan, as set out on the Ofcom website, and being either from a geographic number range or from non-geographic number ranges with a prefix of: 055, 056, 03 or 08.
- 3.2 Immervox will give the Customer not less than 1 month's written notice of any material change to the Emergency Service supplied under this Agreement, or such lesser period as may be agreed between the Parties, such agreement not to be unreasonably withheld.

3.3 IMMEROX'S OBLIGATIONS

- (a) Subject to the provisions of this Schedule, where Emergency Calls are conveyed to the Service platform, Immervox's partner will use its reasonable endeavours to:
 - (i) convey Emergency Calls to one of the relevant Emergency Centres;
 - (ii) provide User geographic address locations to the Emergency Services database, based on the information provided by the Customer;
 - (iii) if the geographic location of the Emergency Call can be sufficiently identified, provide an onwards connect service to the relevant Emergency Services Organisation via an Emergency Centre telephone operator by means of two-way voice telephony; and
 - (iv) liaise and co-operate with the Customer in attempting to resolve problems that may arise; and
 - (v) assist the Emergency Services Organisations with requests for call-trace in an attempt to identify the geographic location of the Emergency Call and the User telephone number if not automatically provided.
- (b) If Immervox's partner 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, Immervox's partner will use reasonable endeavours to convey the Call to a Connect To Number for the appropriate Emergency Services Organisation.
- (c) Immervox does not warrant that the Service is, or will be, free from faults, however, Immervox's partner will correct faults with the Service which affect Emergency Calls in accordance with their normal engineering practices.
- (d) Immervox will supply (on request) to the Customer an audit file which lists the name and address details of the Customers individual Users by telephone number, which are held for 999 verification.

3.4 THE CUSTOMER'S OBLIGATIONS

- (a) The Customer will provide and update its User records as appropriate, maintaining data accuracy by timely provision to Immervox, in writing (sent to Immervox by Recorded Post), of the following records:
 - (i) a telephone number that may be used to call the User; (ii) the Users name and installation address (including the post code) for each User; and
 - (iii) for Users with nomadic applications that use more than one network termination point or equivalent, the address where the number is normally used.
- (b) The Customer will provide Immervox with an up to date emergency telephone number ("**Emergency Contact Number**") for a Customer contact who will be available 24 hours per day, 7 days per week for Immervox's emergency services team to contact in the event of an emergency or where Immervox's partner urgently needs to check the Customer's address information.
 - (c) The Customer will promptly provide Immervox or its partner with any updates or changes to the Emergency Contact Number.
 - (d) The Customer will ensure that the Emergency Contact Number is not:
 - (i) a mobile telephone number; or
 - (ii) a switchboard number.
- (d) The Customer will be responsible for informing its Users of the limitations of Emergency Calls Access, including the following:

- (i) that the User's equipment used to access the Customer Service requires mains power to make Emergency Calls;
 - (ii) that the User is required to confirm/provide their location when making an Emergency Call to enable the correct Emergency Organisation to respond; and
 - (iii) that an Emergency Call made using the Service may not receive the same network priority as an Emergency Call made on a mobile network or on a circuit-switched fixed line.
- (e) The Customer will in a timely manner handle, process and reply to all enquiries and complaints received from Immervox in relation to Emergency Calls.
 - (f) The Customer will assist Immervox, as required, in relation to any queries received regarding Emergency Calls service.
 - (g) The Customer will provide support to Immervox, as required, in relation to the audit as set out in sub-clause 3.3 (d) above.
 - (h) The Customer acknowledges that Immervox recommends that it has at least one PSTN line as a back-up to the Service at each Site.
 - (i) Failure by the Customer to comply with this clause 3.4 will be deemed to be a material breach of the Agreement for the purposes of sub-clause 2.6 (a) of the main conditions of this Agreement.
 - (j) The Customer will provide Immervox with up to date contact information for the Alert Contact and will keep Immervox advised of any changes to the contact information for the Alert Contact. Any failure to comply with this sub-clause 3.4 (j) may mean a delay in barring Calls from the Service or Immervox barring Calls from the Service in accordance with sub-clause 3.1 (g) of the Conditions regardless of whether Automatic Call Barring is included in the Service.

4. NUMBER ORDERING

The Customer may order geographic number ranges.

- 4.1 The Customer may order single or multiple blocks of 100 consecutive numbers.
- 4.2 The Customer will not own any number nor will it have any right to sell or to agree to transfer any number provided to it by Immervox.

5. NUMBER PORTING

- 5.1 The Customer will request the porting of numbers via Immervox's Client Services Team.
- 5.2 The Customer will ensure that all porting requests contain clear and accurate information. Failure to do so will result in extended lead times and additional Charges being raised.
- 5.3 Immervox will manage the porting of telephone numbers using the information supplied by the Customer in accordance with all relevant legislation and regulations (including codes of practice).
- 5.4 The Customer will comply with all relevant legislation and regulation (including codes of practice) regarding porting. Immervox will not port a telephone number where the Customer has not complied with this clause;
- 5.5 If the Customer or another communications provider requests that a number be imported or exported the Customer will comply with all reasonable requests to facilitate such porting;
- 5.6 The Customer acknowledges that there may be some restrictions to Number Portability, as set out in the Product Handbook

Schedule 5 - CPE and Distribution Service Schedule

1. INTRODUCTION

- 1.1 In this Schedule a reference to a clause, unless stated otherwise, is to a clause of this Schedule.
- 1.2 Unless expressly stated otherwise below, words and expressions have the meaning given in Schedule 1 (Definitions) of the Agreement.

2. CPE

- 2.1 The Customer acknowledges and agrees that only IP Phones, and IAD's/ATA's, PBXs and Media Gateways on the Authorised Equipment list, will be used with the Service. This will, however, not apply to DSL Routers or Headsets.
- 2.2 It is the Customer's responsibility to provide the relevant CPE. This may be purchased from Immervox.
- 2.3 If pre-configured CPE is purchased from Immervox, Immervox will do the initial configuration of IP Phones and IAD's/ATA's to ensure that the CPE communicates with the configuration server.
- 2.4 In relation to CPE not purchased from Immervox, the Customer will load the relevant configuration detail onto the CPE to enable the CPE to communicate with the Service. The Customer will configure IP Phones, and IAD's/ATA's to communicate with the Configuration Server.
- 2.5 CPE not on the Authorised Equipment list (excluding DSL Routers and Headsets, will not work with the Service. Once IP Phones, and IAD's/ATA's have successfully communicated with the Configuration Server, Immervox's partner will be responsible for remotely updating and maintaining the configuration.
- 2.6 The Customer agrees that it will not change the configuration of any CPE on the Authorised Equipment list
- 2.9 If a pre-configured DSL router is purchased from Immervox, Immervox will pre-configure the router with the line's DSL username and password and the Customer agrees that it will not change this configuration.
- 2.10 The Customer acknowledges that if a pre-configured DSL router is ordered, it will be pre-configured with SIP ALG setting disabled and the Customer will not reactivate the setting.
- 2.11 The Customer agrees to use the DSL router in accordance with the rules set out in the Product Handbook and acknowledges that its failure to comply with such rules may result in the Service not working properly.

3. ORDERING CPE

- 3.6 The Customer acknowledges and accepts that Immervox may not always be able to fulfil an Order for CPE.
- 3.7 Where Immervox is unable to fulfil an Order for CPE it will notify the Customer accordingly.
- 3.8 The Customer acknowledges that the order for a DSL router can only be placed during the initial provision of the line and not as a modify or amend request after the initial order has been placed.

3.9 The Customer agrees that it can only buy the DSL routers available from Immervox and are listed in the Product Handbook. If a Customer requires an alternate DSL router then it will need to procure this from another source.

4. DELIVERY OF CPE

4.6 Immervox will use reasonable endeavours to deliver CPE, to the address specified on the completed Order, (a) on the third Working Day from the date which Immervox places as order with its partner on, in case of DSL routers; and

(b) on the next Working Day from the date which Immervox places as order with its partner on, in case of other CPEs, provided that the Order is placed before the order cut-off time as set out in the Product Handbook.

4.7 Immervox will determine the delivery service to be used.

4.8 Immervox may change the delivery service used from time to time.

4.9 The delivery service will attempt one delivery, if the recipient is not available a card will be left and the item returned to a local depot. If the Customer does not make arrangements for the item to be re-delivered or collected within a pre-determined timeframe, as set out on the card left by the delivery agent, its item will be returned to Immervox or its partner and the Customer may be charged a delivery Charge.

4.10 Immervox will only deliver CPE within the UK.

4.11 Upon Customer's request, Immervox will supply to the Customer a consignment tracking number to enable the Customer to track the delivery status of the CPE.

4.12 Immervox will dispatch CPE using a delivery service in accordance with the details as set out in the Product Handbook.

5. RISK AND TITLE

5.6 Risk, but not title, will pass to the Customer at the time of delivery. The Customer will not be liable for any loss or damage to the extent that it is caused by Immervox's negligence.

5.7 If the Customer purchases CPE under this Agreement, title in the CPE, excluding the software, will pass to the Customer on full payment of the CPE Charges, as set out in Schedule 8.

5.8 Until Immervox receives payment in full:

(a) the CPE will appear in the Customer's books in the name of Immervox; and

(b) in the event of threatened seizure of the CPE or if any of the things listed in sub-clause 15.1(d) apply to the Customer, the Customer will immediately notify Immervox and Immervox may take action to repossess the CPE. In such circumstances the Customer will notify interested third parties of Immervox's ownership of the CPE.

6. WARRANTIES

6.1 CPE purchased from Immervox under this Agreement will be covered by a one year warranty from the date of purchase.

6.2 If the Customer reports a fault during the warranty period, as set out in Schedule 2 sub-clause 8.2, and the fault is due to faulty design, manufacture, material or Immervox's negligence, Immervox will replace the CPE provided that:

(a) the CPE has been properly kept and maintained, used in accordance with the manufacturer's or Immervox's instructions and has not been modified except with Immervox's written agreement; and

- (b) the fault is not due to damage (including lightning and electrical damage) or the actions of anyone other than Immervox.

(c) The Customer will return faulty CPE to Immervox as may be requested by Immervox.

6.3 The CPE warranty does not cover fair wear and tear.

If software is supplied under the Agreement, Immervox does not guarantee that it will be error free, but Immervox's partner will correct errors within a reasonable time, if they impair the performance of the CPE.

6.4 Where the DSL router develops a fault with the warranty period, the Customer will report such fault to Immervox's Client Services Team, and if the fault is due to faulty design, manufacture, material or Immervox's negligence, Immervox will replace the router, at no cost to the Customer as per the lead-times set out in the Product Handbook.

Schedule 6 - iVox UC and UC Enterprise - Unified Communications Suite Broadband Service Schedule

1. INTRODUCTION

- 1.1 In this Schedule a reference to a clause, unless stated otherwise, is to a clause of this Schedule.
- 1.2 Unless expressly stated otherwise below, words and expressions have the meaning given in Schedule 1 (Definitions) of the Agreement.

2. CONNECTIVITY SERVICE DESCRIPTION

- 2.1 The iVox UC and UC Enterprise - Unified Communications Suite Broadband Service is an optional feature of the Service.
- 2.2 The iVox UC and UC Enterprise - Unified Communications Suite Broadband Service:
- (a) provides an end to end managed broadband services as further described in this Schedule 6 and the Product Handbook.
 - (b) is made up of:
 - (i) Broadband Services, that includes End User Access, bandwidth, Backhaul VLAN and Hand Over Services , where applicable
 - (ii) Optional value added services, that includes a DSL router, where applicable; and
 - (c) functionality and options (including the quality of service options) which are available with the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service are set out in the Product Handbook;
 - (d) will not be available to any Users outside the Service Availability Area.

3 EXCHANGE LINE

- 3.1 The iVox UC and UC Enterprise - Unified Communications Suite Broadband Service will only be available if Customers and/or their Users, as appropriate, have and maintain a contract (whether with Immervox or a third party) for the use of an Immervox provided analogue direct exchange line which terminates on a master socket forming part of the BT Network. It is the responsibility of the Customer to check this before such submission of an Order to Immervox. Where the Customer or User does not have or ceases to maintain such a contract for the use of an analogue direct exchange line, Immervox:
- (a) reserves the right to reject an order; and/or
 - (b) reserves the right to raise a Charge, as set out in Schedule 8, to the Customer for work undertaken ; and/or
 - (c) will cease the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service in respect of the relevant End User Access and reserves the right to raise appropriate termination Charges, as set out in Schedule 8, for that End User Access.

4 IVOX UC AND UC ENTERPRISE - UNIFIED COMMUNICATIONS SUITE BROADBAND SERVICES

- 4.1 The Customer may choose from the service options as set out in the Product Handbook. Availability of such option will be dependent on whether the Users exchange line is capable of supporting such options.
- 4.2 The iVox UC and UC Enterprise - Unified Communications Suite Broadband Service consists of:

- (a) End User Access as set out in clause 4.3 below;
- (b) Bandwidth as set out in clause 4.4 below; and

(c) DSL router(s) as set out in Schedule 5.

4.3 Immervox will provide End User Access through one of the following:

(a) An IPstream Connect based solution, as set out in the Product Handbook utilising:

- (i) IPstream Connect Max rate adaptive product; or
- (ii) IPstream Connect Max Premium rate adaptive product

(b) A Wholesale Broadband Connect (WBC) based solution, as set out in the Product Handbook utilising:

- (i) WBC Max ADSL2+; or
- (ii) Fibre to the Cabinet (FTTC) with up to 80Mbits downstream and 20 Mbits upstream rates.

4.4 Immervox will provide a variety of bandwidth options depending on the service option selected by the Customer as set out in the Product Handbook.

4.5 Without prejudice to Immervox's obligations under this Agreement the Customer accepts that Immervox, at the Users request and at Immervox's discretion, has the right to use the physical network (including the Metallic Pair) to provide other services.

4.6 The End User Access Upstream and Downstream Line Rates will be Rate Adaptive. Rate adaptation may occur several times a day and may change the Line Rate available to the User. The changing of the Line Rate may re-set the connection to the MSAN and DSLAM, as appropriate, The Upstream and Downstream Rate Adaptive Line Rate available for the Managed Broadband Service is set out in the Product Handbook.

4.7 The Customer acknowledges that peak and sustained Throughput rates may be reduced by:

(a) contention within the Immervox's partner's Network which includes the application of the partner's standard planning rules in relation to the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service, User speed control systems and the internet as set out in the Product Handbook; and

(b) in the case of an ADSL End User Access only, by rate adaptation of the modems and Line Rate.

4.8 The Customer acknowledges that the Stabilisation Period cannot commence and that Immervox or its partner will not be able to establish a Maximum Stable Line Rate until the appropriate CPE has been installed and commissioned and is synchronised to the relevant DSLAM/MSAN as appropriate.

4.9 The Customer acknowledges that there will be a loss of broadband service during a migration from another broadband service to a Wholesale Broadband Connect based solution, which can occur at any time during the 4 hour period prior to the appointment and at any time during a 24 hour period when the migration takes place.

5 VALUE ADDED SERVICES

5.1 The Customer may choose to add a DSL router to an End User Access when placing an order.

6 ORDERING THE IVOX UC AND UC ENTERPRISE - UNIFIED COMMUNICATIONS SUITE BROADBAND SERVICE

6.1 The Customer will submit an order for the iVox UC and UC Enterprise - Unified Communications Suite Broadband by following the process set out in the Product Handbook.

6.2 The Customer agrees that once Immervox has accepted an order, Immervox may contact the User directly in relation to the provision of the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service.

- 6.3 Where an order submitted by the Customer requires a Site survey or engineering visit the Contractual Delivery Date will be notified to the Customer following completion of the Site survey or engineering visit. If the survey indicates the supply of a component and/or the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service is not technically feasible the order will be rejected and the Immervox Client Services Team will notify the Customer of the reasons for the rejection.

7 PROVISION OF THE IVOX UC AND UC ENTERPRISE - UNIFIED COMMUNICATIONS SUITE BROADBAND SERVICE

- 7.1 Provision of the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service will be subject to the lead-times set out in the Product Handbook. In the event that any component of the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service is delayed, for whatever reason, the lead-times will be extended accordingly.

- 7.2 Immervox reserves the right, where Immervox is not at fault and has made reasonable efforts to fulfil the order, to cancel the relevant End User Access order where the Customer or the User has failed to agree with Immervox a provision date or (where required) an installation appointment date within 15 days from the previously agreed provision appointment date, whichever is the later.

- 7.3 For all End User Access orders the Customer will ensure that the End User is aware that provision of the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service to a Site may result in the Users experiencing a temporary loss of analogue direct exchange line service, for the period when the User installation is being carried out and that any incorrectly wired extensions to the Users existing master socket will be left disconnected.

- 7.4 Immervox will:

- (a) ensure that the Broadband service complies with the following ITU recommendations for xDSL services: ITU G.992.1, G992.3, and G992.5;
- (b) ensure the allocation of appropriate line XDSL profile in order to provide optimal service performance.

- 7.5 Immervox's partner will provide traffic shaping protocols in the network to maximise the service performance of the lines. The Deep Pack Inspection will limit certain types of traffic at peak times as further detailed in the Product Handbook.

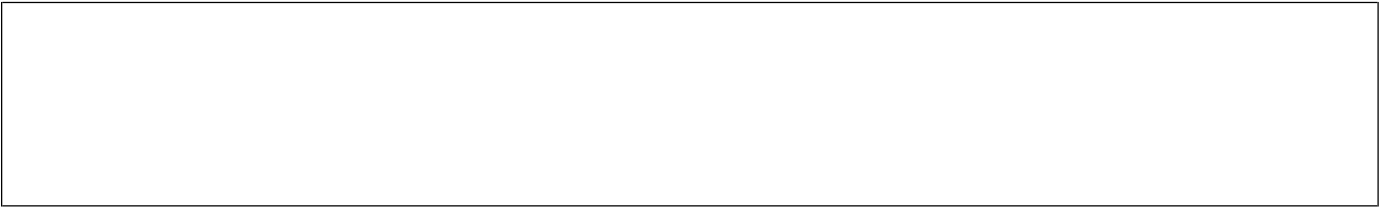
- 7.6 Immervox may need to contact the End User either via the Customer, or directly in the following circumstances:

- (a) in relation to operational or Emergency reasons incidental to or arising from the service management of the Immervox's partner's Network; or
- (b) where the Customer has requested Immervox to contact the End User directly; or
- (c) where necessary in relation to all appointments, changes to appointments and access arrangements with the User for engineering visits; or
- (d) to assist with provision of the iVox UC and UC Enterprise - Unified Communications Suite Broadband Services and/or maintenance or repair as appropriate.

8. IVOX UC AND UC ENTERPRISE - UNIFIED COMMUNICATIONS SUITE BROADBAND SERVICE CONSTRAINTS

- 8.1 The Customer acknowledges and accepts the following technical limits relating to the End User Access:

- (a) transmission performance of some Metallic Pairs will mean it is technically impracticable to provide End User Access to all Users within the Service Availability Area;
- (b) the End User Accesses cannot be used with certain other services. These incompatible services are specified from time to time in the Product Handbook;

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- (c) the End User Access may also affect the performance of some PSTN CPE, as specified in the Product Handbook;

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- (d) except to the extent that fibre optic cable is used to deliver service to Immervox's partner's cabinet for the WBC FTTC variant, the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service is not available to Sites where all or part of the End User Access is provided over fibre optic cable or radio systems.

8.2 There may be technical or geographic limitations that inhibit the installation of the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service. The Customer acknowledges that the provision of the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service will be subject to survey and/or feasibility checks to ensure that the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service can be provided. Following the survey and/or feasibility checks, Immervox will advise the Customer of any limitations affecting the provision of the iVox UC and UC Enterprise - Unified Communications Suite broadband Service and in circumstances where the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service cannot be provided; Immervox will notify the Customer and cancel the installation order.

9. SERVICE CONSTRAINTS

9.1 The Customer acknowledges that in relation to the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service some technical limitations with the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service may not become apparent until after the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service has been activated and working for some time.

Schedule 7 – CLI Presentation Service Schedule

1. INTRODUCTION

- 1.1 In this Schedule a reference to a paragraph, unless stated otherwise, is to a paragraph of this Schedule.
- 1.2 Unless expressly stated otherwise below, words and expressions have the meaning given in Schedule 1 (Definitions) of the Agreement.

2. CLI PRESENTATION SERVICE DESCRIPTION

- 2.1 The Service allows Customers to authorise Immervox's partner to carry voice traffic with a geographic Presentation Number (excluding 070 PRS numbers) for all Outgoing Calls that is different from the Customer's underlying CLI or endpoint(s). In order to do this, the underlying CLI must either be resident on the Service platform or ported to the Service platform.
- 2.2 The CLI Presentation service ("**CLI Presentation**") is an optional feature of the Service that allows Customers to authorise Immervox's partner to carry voice traffic with a non-geographic or geographic Presentation Number (excluding PRS numbers and 070 personal numbering services) for all Outgoing Calls that is different from the Customer's underlying CLI or endpoint(s)..
- 2.3 As part of the CLI Presentation service option, the Customer or Immervox will be able to control which Presentation Numbers are presented by using the tools in the Configuration Portal. The Customer may change Presentation Numbers at any time and in real time. The Customer agrees that Immervox will not be liable in any way or at any time for any loss, cost, claim or proceeding that arises out of or in connection with the provision of this service option.
- 2.4 Immervox will charge the Customer for the service option set out in this Schedule 7.

3. USE OF THE CLI PRESENTATION SERVICE

- 3.1 The Customer confirms that:
 - (a) by using the CLI Presentation service you agree that you hold the required written consent to allow Immervox / Immervox's partner to present out a number that is different to that of the Customer's underlying CLI;
 - (b) by using the CLI Presentation service you grant permission to Immervox to change the Presentation Number on the Configuration Portal, as and when requested;
 - (c) the Presentation Number is owned by the Customer and that the Customer does not need any other permissions to present that Presentation Number; and
 - (d) where the Presentation Number may be owned elsewhere, the Customer has permission to use this number.
- 3.2 The Customer will let Immervox know if there are changes to the use or ownership of the Presentation Number (including any changes to any necessary consents). If the Customer is no longer permitted to use the Presentation Number, it will immediately remove the Presentation Number from the Configuration Portal and stop using it. If Immervox considers, in its sole discretion, a change to be detrimental or becomes aware of an issue arising as a result of the change, Immervox may ask the Customer to remove the Presentation Number from the Configuration Portal and the Customer will do so within 24 hours of the request from Immervox.

4. SUSPENSION OF THE CLI PRESENTATION SERVICE

- 4.1 Immervox may, without prior notice to the Customer, at any time suspend or cease the provision of the CLI Presentation service option or any part of it to comply with a direction from Ofcom or any competent authority or in the case of an emergency.
- 4.2 Immervox may, on two Working Days' notice to the Customer, suspend or cease the provision of the CLI Presentation service option for any other reason that Immervox in its absolute discretion considers necessary.
- 4.3 If the Customer breaches any of the provisions of clause 8 of the Conditions, Immervox may, without prior notice to the Customer, suspend or cease the provision of the CLI Presentation service option or any part of it.

5. INDEMNITY

The Customer will indemnify Immervox against all loss, damages, reasonable costs and expenses arising or incurred by Immervox in respect of any actions, claims or legal proceedings which are brought or threatened against Immervox by a third party as a result of the CLI Presentation service. The indemnity given in this Schedule 7 will not be subject to the limitations set out in clause 15 of the Conditions.

Schedule 8 – Charges

1. INTRODUCTION

- 1.1 In this Schedule a reference to a clause, unless stated otherwise, is to a clause of this Schedule.
- 1.2 Unless expressly stated otherwise below, words and expressions have the meaning given in Schedule 1 (Definitions) of the Agreement.

2. GENERAL

- 2.1 The Charges for the Service are exclusive of VAT.
- 2.2 The Charges and their effective dates are as set out on Immervox's Price List.

3. CHARGES

3.1 Training Charges

Additional training requested by the Customer, in addition to the mandatory training, including the training of new staff, will attract a daily Charge as set out in the Immervox Price List.

3.2 iVox UC and UC Enterprise - Unified Communications Suite User Licences

User Licence Charges, as set out on Immervox's Price List, are charged as follows for each Licence:

- (a) 1, 3 and 5 year - Monthly charges, payable monthly in arrears for the duration of any relevant Minimum Term.

User Add-On Licence Charges are set out on the Immervox Price List and are charged daily, payable

3.3 iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Company Channel Licences

- (i) SIP Trunking Company Channel Licences, as set out on Immervox's Price List, are charged as follows for each Licence:
- (ii) One, Three and Five year Minimum Term - Monthly charges, payable monthly in arrears for the duration of the relevant Minimum Term.

3.4 iVox UC and UC Enterprise - Unified Communications Suite Add-On Licence Charges

iVox UC and UC Enterprise - Unified Communications Suite and iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Add-On Licence Charges are set out on Immervox's Price List and are charged daily, payable monthly in arrears for each Licence.

3.5 Calls and Numbering

Calls

- (a) The Outgoing Call Charges will be payable at the rates set out on the Immervox Tariff Card;
- (b) The Call Charges will be payable monthly in arrears, unless otherwise agreed in writing with Immervox.
- (c) Immervox will generally only change Call Charges payable under this Agreement, as provided for in clause 11 of the main conditions, with effect from the 1st day of each month. However Immervox

reserves the right to change Call Charges at other times if necessary;

- (d) Charging for a Call will 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;

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- (e) Calls are charged on a per second basis rounded up to the nearest second with the exception of minimum or fixed fee Calls. Call Charges (with the exception of Reverse Charging Calls) are set out on Immervox's Tariff Card;
 - (f) Where an Outgoing Call is made to an 0800, 0808 and 0500 free phone number it will be free to the User;
 - (g) Where an Incoming Call is made to an 0800, 0808 and 0500 free phone number belonging to the Customer, either ordered, or ported to the Service, it will be deemed to be an Outgoing Call and charged to the Customer at the rates set out on Immervox's Tariff Card. 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 will pay the payphone access charge as set out in Immervox's Tariff Card;
 - (h) Certain Calls are classed as 'On-Net'. 'On-Net' calls are classified as:
 - (i) Users of a Customer making Calls to another such User located at the same Site, both with active iVox UC and UC Enterprise - Unified Communications Suite Licences or iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences;
 - (ii) Users of a Customer making Calls to another such User located at a different Site, both with active iVox UC and UC Enterprise - Unified Communications Suite Licences or iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences; and
 - (iii) Users of a Customer making Calls to a User of a different Customer, both with active iVox UC and UC Enterprise - Unified Communications Suite or iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences.

All other Calls made will be charged as set-out on Immervox's Tariff Card

- (i) Reverse Charging Calls will be Charged at the prevailing rate as set out on Immervox's Tariff Card.
- (j) Terms relating to inclusive outbound calls made using your Hosted subscription**
- (k) If we have confirmed in writing on your order form that free minutes will be included with your Hosted subscription, these will be allocated on the following basis:
 - (l) All calls terminating from your Hosted endpoint to a UK fixed geographic number (01 and 02) or to a number starting 03 will be included in your bundle. This pricing will be subject to the following conditions, applied against your Hosted account:
 - (m) The total number of calls per user from an endpoint shall not exceed 2000 minutes, per month. Any users exceeding that limit will be subject to a per minute price for the total volume of calls generated from that endpoint, according to the ratecard associated with your account. In addition, calls to numbers beginning 03 shall not exceed 15% of the total calls for each CLI.
 - (n) If we have offered inclusive calls to UK mobiles on our order form, these will be allocated on the following basis:
 - (o) All calls terminating from your Hosted endpoint to UK Mobiles (FM1, FM3, FM4, FM5 and FM6 charge bands) will be included in your bundle. This pricing will be subject to the following conditions, applied against your Hosted account:
 - (p) The total number of calls per user from an endpoint shall not exceed 2000 minutes, per month. Any users exceeding that limit will be subject to a per minute price for the total volume of calls generated from that endpoint, according to the ratecard associated with your account.

3.6 Number Ordering

The Number Ordering Charge is a one-off Charge per number at the rate set out on Immervox's Price List.

3.7 Number Portability

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- (a) The Number Porting Charge is a one-off Charge per number at the rate set out on Immervox's Price List.
 - (b) Any number porting request that is rejected will incur a rejection charge as set out on Immervox's Price List.

3.8 CPE and Distribution

- (i) A one off upfront payment will apply when CPE is ordered.
- (j) CPE Charges may be included in any Licence Charge, subject to agreement between the Parties, where the Minimum Term is greater than one year.

3.9 iVox UC and UC Enterprise - Unified Communications Suite Broadband Service

Charges for the iVox UC and UC Enterprise - Unified Communications Suite Broadband Service comprise a one off connection Charge and ongoing rental as set out on Immervox's Price List.

3.10 Early Termination Charges

Early termination Charges will be applied to Services terminated before expiry of the Minimum Term, as set out in the table below. Early termination charges are payable by way of compensation.

	Early Termination Charge
iVox UC and UC Enterprise - Unified Communications Suite Licences	Licence Charges applicable for the remainder of the Minimum Term
iVox UC and UC Enterprise - Unified Communications Suite SIP Trunking Licences	Licence Charges applicable for the remainder of the Minimum Term
iVox UC and UC Enterprise - Unified Communications Suite Broadband Service	Rental charges applicable or the remainder of the Minimum Term

3.11 Miscellaneous Charges

Any additional Charges that may apply will be notified and agreed with the Customer prior to such Charges being raised.

4. CHARGING TARIFF

There is one charging option available ("Charging Tariff"), as follows:

(a) Pay As You Go (PAYG);

4.1 The Charging Tariff selected applies to all licences across the Customer Service.

4.2 Pay As You Go Charging Tariff

4.2 (a) The charges are listed in Immervox's Tariff Card

Schedule 9 - Service Levels

1. INTRODUCTION

- 1.1 In this Schedule a reference to a clause, unless stated otherwise, is to a clause of this Schedule.
- 1.2 Unless expressly stated otherwise below, words and expressions have the meaning given in Schedule 1 (Definitions) of the Agreement.

2. SERVICE LEVELS AND FAULT CATEGORISATION

- 2.1 Immervox will aim to meet the following service levels, but such levels are targets and Immervox has no liability for a failure to meet them:
- (a) Priority 1, Critical Outage – Problems severely affecting the Service, traffic, billing, and maintenance capabilities, which require immediate corrective action. Target response time is no greater than 4 clock hours for an email response. Target restoration time is less than 8 clock hours. Response and restoration of Priority 1 fault tickets will be undertaken on a 24/7/365 basis.
 - (b) Priority 2, Major Impact – Problems that cause conditions that seriously affect system operation, maintenance, and administration, which require immediate attention. The urgency is less than in critical situations because of a lesser effect on system performance. Target response time is no greater than 8 Working Hours. Target resolution time is no greater than 16 working hours. Response and restoration of Priority 2 tickets will be during Working Hours.
 - (c) Priority 3, Minor Impact – Problems do not significantly impair the functioning of the system and do not significantly affect the Service. Target response time is no greater than 16 Working Hours. Target restoration time is no greater than 48 working hours. Response and restoration of Priority 3 tickets will be during Working Hours.
 - (d) Priority 4, Informational – This priority is restricted to “How To...” Questions and therefore handled as non-service impacting. Target response time is no greater than 10 Working Days, during Working Hours.
 - (a) Faulty CPE – Subject to clause 6 of Schedule 5, target replacement time for faulty CPE under-warranty is within 5 working days of the fault being reported.
- 2.2 Immervox will aim to provide a solution within the above target timeframes. For Priority 1, Critical Outage and Priority 2, Major Impact issues, Immervox will aim to provide a temporary solution, if necessary, to temporarily fix the fault with the Service while a permanent solution is developed.
- 2.3 The Parties may agree that Priority 1 issues may be downgraded to Priority 2, and Priority 2 issues may be downgraded to Priority 3, following the application of a temporary solution, as set out in sub-clause 2.2 above.
- 2.4 To meet the service levels set out above, Immervox may require that the affected Customer be onsite and that remote access to the Service, or affected CPE or system be available to allow remote diagnostics and maintenance.
- 2.5 The service levels will apply to faults traced to the Service only, and not to any equipment or service supplied by the Customer or a third party.
- 2.6 It is technically impracticable to provide a fault free Service and Immervox does not undertake to do so.

3. CUSTOMER REPORTING

- 3.1 To assist Immervox in meeting the service levels detailed in sub-clause 2.1 above, when reporting an issue, the Customer will provide Immervox with:
- (a) the perceived severity level of the fault, as set out in sub-clause 2.1 (a) to (d) above, which Immervox may change at its sole discretion;
 - (b) the date and time at which the problem occurred; and
 - (c) the impact of the problem on the Service including a detailed description of the issue, including:
 - (i) the components involved;
 - (ii) the phone numbers involved in the issue; and
 - (iii) any supporting documentation.

4. PORTAL AVAILABILITY

Immervox's partner will aim to have the Configuration Portal available for 99.9% 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.

- 4.1 The service level set out in sub-clause 4.1 above:
- (a) is a target only and Immervox has no liability for a failure to meet it; and
 - (b) will exclude outages due to planned engineering works and Emergency maintenance.

5. NETWORK AVAILABILITY

- 5.1 Immervox's partner will aim to have the core product components available for 99.999% of the time, 24/7/365, measured over a 12 month period and measured across the entire platform for the Service ("**Network Availability Target**").
- 5.2 Measurements against the Network Availability Target will be made by Immervox's partner using Immervox's partner's records only.
- 5.3 The Network Availability Target is a target only and no service credits are payable where BT fails to achieve the Network Availability Target.
- 5.4 The Network Availability Target will not apply where a service failure has been caused by any of the following:
- (a) Planned Engineering Works;
 - (b) emergency maintenance;
 - (c) in the event that the Customer fails to carry out any of the Customer's responsibilities under the Agreement or carries them out late;
 - (d) anyone other than Immervox, or Immervox's Affiliates, subcontractors or suppliers doing something, or not doing something they need to do;
 - (e) restriction or prevention by Applicable Law or a regulatory authority;
 - (f) during any trial period of the Service;
 - (g) to failures due to any Force Majeure event as set out in clause 16 of the conditions;
 - (h) if the Customer causes a delay or the Customer does not provide any requested information in accordance with any reasonable timescales Immervox tells the Customer about;

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- (i) if the Customer fails to report a fault in accordance with sub-clause 3.1 above; and
 - (j) if the Customer has not complied with the Agreement.

5. PLANNED ENGINEERING WORKS

5.1 For the purpose of new provision, updating facilities and general maintenance, scheduled outage time/Planned Engineering Works will occur from time to time. Immervox will aim to provide the Customer with at least 1 Working Days' notice of scheduled outage time/Planned Engineering Works.

5.2 Immervox will aim to keep the Scheduled Outage Time/Planned Engineering Works to a minimum.

6. MAJOR SERVICE OUTAGES

Immervox may occasionally suspend the Service because of an Emergency, but before doing so Immervox will aim to give the Customer as much notice as reasonably possible and whenever practicable will agree with the Customer, when the Service will be suspended.

This Agreement consisting of the Conditions of 26 clauses and of Schedules 1 – 9 is hereby agreed by the Parties.