



PayGuard®

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This is a Schedule of Fusion Telecom's General Terms and applies specifically to the payment application 'Payments'. This Schedule forms part of the Contract between us and you.

Some of the words and phrases in this document mean specific things and they are capitalised all the way through and explained in the Defined Terms section at the end of this document, and where they are not, they are explained in the Defined Terms section in the General Terms document.

'FT', 'we', 'us' and 'our' mean Fusion Telecom Ltd, a company registered in England & Wales under Company Number 11608562.

'You' and 'your' mean the Client.

Phrases that refer to 'either', 'neither', 'each of us', 'both of us', 'we each' or 'we both' mean one or both of Fusion Telecom and the Client, whichever makes sense in the context of the sentence.

The words 'include' or 'including' do not limit something to just those examples that follow.

Any time either of us has a right or obligation that we "may" exercise or perform, then whether either of us chooses to exercise or perform that right or obligation will be in that party's sole discretion.

1. The Service

- 1.1. We will provide you with a Payment Card Industry Data Security Standard ("PCI DSS") payment application that facilitates your payment processing capability.
("the Service").
- 1.2. For the avoidance of any doubt the following items are considered out of scope of the Service unless otherwise specified on the Order:
 - 1.2.1. any integration between the Service and your third-party application.

- 1.2.2. creation of new reports not in the Service standard reporting suite.
- 1.2.3. custom data exports and/or FTP/SFTP data feeds.
- 1.2.4. any deliverables not noted in the Order or this Contract.
- 1.3. We will provide training for your nominated personnel on the dates to be agreed between both of us.
- 1.4. You will be solely responsible for training Agents. By exception, this may be conducted by us with our prior agreement and at your additional cost.
- 1.5. We will conduct all training courses at either our premises or your premises as both of us agree. We may charge you for reasonable costs of travel and accommodation if training is provided at your premises.
- 1.6. We will make the payment data available to you via the Service, which you can access via an internet browser using your dedicated, password protected, account login details.
- 1.7. You accept that an internet browser is necessary to access and administer the Service, and that this is supplied by you.
- 1.8. You accept that not all browser versions are supported, and that to gain an updated list of supported browsers you must request this from clients@fusion-telecom.co.uk.
- 1.9. You shall permit us to audit the Service to support your use of the Service and to ascertain information to assist the invoicing process.
- 1.10. As part of our continuous development, we reserve the right to make changes and improvements to the Service from time to time provided they do not materially adversely impact the functionality of the Service.
- 1.11. If we provide you with any services other than the Service, this Schedule will not apply to those services and those services will be governed by their separate terms.
- 1.12. You may request training at any time and this may be conducted by us with our prior agreement and at your additional cost.
- 1.13. We will conduct all training courses remotely or in person at either our premises or your premises as both of us agree. We may charge you for reasonable costs of travel and accommodation if training is provided at your premises;
- 1.14. You will be notified by us of any Charges that you may incur as a result of you requesting that we audit and/or configure the Service.
- 1.15. Any Charges relating to the clauses above will be recorded on an Order which must be signed by you before the changes can be made. Should any specification of your requirements change during the implementation of your original requirements we reserve the right to alter the Charge amount accordingly and within reason.
- 1.16. You may request that we use our technical and engineering resources to develop your Service according to your specifications. This work is classified as Professional Services and you will be Charged for this work will be as detailed on the Order. Professional Services have a separate Schedule.
- 1.17. This Service's ability to function correctly is linked to configurations within Dial Plans stored on our call management and routing platforms called "Transform". You are aware that:

- 1.17.1. any changes made by you to Transform may lead to an incorrect configuration and result in the Service not working properly. Should you or any User alter the configuration in such a way that causes the Service not to function as expected, you hold us harmless and not liable for any consequence of the Service not functioning as expected, and furthermore we reserve the right to Charge you for restoring the Service; and
- 1.17.2. Transform have a separate Schedule that forms part of the Contract for this Service (Payments).
- 1.17.3. for the purposes of clarity, Telephone Numbers are not covered by the terms in this Schedule. Any Telephone Numbers used in conjunction with the Service are subject to the Transform Schedule.
- 1.18. We will provide you with additions to, modifications and integrations of, or extras relating to, the Service as set out in any applicable Order ("Service Options") and in accordance with the details set out in that Order.
- 1.19. Either of us can terminate the Contract, a Service or an Order, if you are not considered a small business by OfCom, at any time after the Initial Period by giving the other three calendar months' Notice.

2. PCI Compliance

- 2.1. We are responsible for the storage, processing and transmission of payment card information, and the security of cardholder data.
- 2.2. We both recognise we are responsible to adhere to the latest version of the PCI DSS and we both agree to maintain all PCI DSS requirements.
- 2.3. We will provide you will information you require from us to support to PCI compliance process where this relates to payment taken using the Service.
- 2.4. You accept that while we may advise you on PCI compliance, this advice is strictly limited to payments taken using the Service, and that it is still your responsibility to ensure your compliance with the latest version of the PCI DSS.

3. Service Management Boundary

- 3.1. We will provide and manage the Service as set out in this Schedule and as set out in the Order up to and including the Client Network and the Service Portals ("Service Management Boundary").
- 3.2. We will have no responsibility for Service outside the Service Management Boundary.
- 3.3. We do not make any representations, whether express or implied, about whether Service will operate in combination with any Client Equipment or other equipment and software.
- 3.4. As part of the Service we are not responsible for;
 - 3.4.1. your, or the User's:

- 3.4.1.1. local connectivity, unless supplied by us and specified on the Order;
- 3.4.1.2. PC or server hardware;
- 3.4.1.3. operations systems or third-party software;
- 3.4.1.4. site network configuration;
- 3.4.1.5. workstation software replacement, installation or modifications; or
- 3.4.1.6. PBX or internal telephony, unless supplied by us and specified on the Order;
- 3.4.2. Service User administration and configuration (e.g. creating/maintaining users, teams, sub-accounts, audio prompts and Dial Plan changes) unless specified on the Order and where we have undertaken to do so;
- 3.4.3. access to third party client portals or software; and
- 3.4.4. software outside the Service Management Boundary (e.g. OS, virus scanner, backup tools etc).

4. Associated Components and Third Parties

- 4.1. You will, and will procure that your Users will, have the following components in place that will connect to the Service for the Service to function and will ensure that these components meet the minimum technical requirements that we specify:
 - 4.1.1. Internet connectivity;
 - 4.1.2. Client Network for call delivery (if not fully automated);
 - 4.1.3. Internet browser meeting the minimum technical requirements which you can request from us;
 - 4.1.4. any equipment and software required for you to supply data to, or allow the collection of data by, Transform;
 - 4.1.5. an appropriate access network and any corresponding data hardware to support calls as well as sufficient bandwidth to meet your or your User's requirements and their interface to the Service; and
 - 4.1.6. appropriate Local Area Network infrastructure plus any corresponding router or port switches suitable for us to deliver your requirements to Users.

(each an "Enabling Component").
- 4.2. We will not be liable for failure to supply, or delay in supplying, the Service if another of your suppliers' delays or refuses the supply of an Enabling Component or for failure to supply, or delay in supplying, the Services if another supplier delays or refuses the supply of service to us and no alternative service is available at reasonable cost.

5. Service Constraints

- 5.1. You acknowledge and agree that use of the Service carries security risks to your systems and networks, ourselves and third parties including:

- 5.1.1. misuse;
- 5.1.2. unauthorised access;
- 5.1.3. alterations;
- 5.1.4. theft;
- 5.1.5. fraud;
- 5.1.6. destruction;
- 5.1.7. corruption; and
- 5.1.8. attacks,
 - ("Occurrences").
- 5.2. You will at your own expense, to take security measures including use of:
 - 5.2.1. firewalls;
 - 5.2.2. strong passwords;
 - 5.2.3. access restrictions;
 - 5.2.4. encryption;
 - 5.2.5. policies; and
 - 5.2.6. physical access restrictions,
 - to protect from Occurrences all Service related traffic, equipment, software, data and systems in your control and used in connection with the Service, whether owned by you or not.
- 5.3. You acknowledge and agree that you and your Users are responsible for all security measures, even if your Users use a third party or us to configure and implement them provided that in our case, we have correctly implemented the instructions given by you.
- 5.4. We will apply a fair usage policy to the Service for you with regards to the number of voice and payment channels available. The fair usage policy will apply as follows:
 - 5.4.1. we will monitor the Service usage to track peak concurrent calls, payments and Service Portal logins over the last three months. The following fair usage policies are then applicable;
 - 5.4.1.1. twenty five percent overhead capacity above peak concurrency, into which calls can "burst" above their peak usage;
 - 5.4.1.2. should you or Users require capacity that is above those set out above you will provide us with Notice of this additional capacity and accept that it can take:
 - 5.4.1.2.1. up to 90 days for us to deliver the requested additional capacity if the additional capacity is no greater than a two-hundred percent increase above your current peak; or
 - 5.4.1.2.2. up to 180 days for us to deliver the requested additional capacity if the additional capacity is greater than a two-hundred percent increase above your current peak; or
 - 5.4.2. should you or Users require capacity that is above those set out in the fair usage policy and there is an associated Charge, your request will be entered into

an Order and we will charge you, if applicable, in accordance with the rates set out in the Order.

- 5.5. We will be in no way responsible or liable for the storage of data or for the loss, destruction or corruption of any data.

6. Our Obligations

- 6.1. We will 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;

6.2. Scheduled and Unscheduled Outages

- 6.2.1. For the purpose of providing a robust service and Planned Maintenance, scheduled downtime may occur from time to time. We:
 - 6.2.1.1. will use our reasonable endeavours to provide you with advance notice of any scheduled downtime;
 - 6.2.1.2. will use our reasonable endeavours to keep all scheduled downtime to the quietest time of the Service; and
 - 6.2.1.3. may occasionally suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an Emergency, but before doing so will give you as much notice as reasonably practicable and whenever practicable will agree with you, when the Service will be suspended.

6.3. The End of the Service

- 6.3.1. You understand that we will not accept any new Orders where the Contract has been terminated in accordance with clauses 16 and 18 of the General Terms.
- 6.3.2. On termination of the Service by either one of us, or expiry, we will:
 - 6.3.2.1. de-activate the Service on the date that we agree with you that we will cease to provide the Service; and
 - 6.3.2.2. leave the Tenant accessible for seven days after the date we cease to provide the Service to enable you to retrieve information such as reporting and call recordings. After this time period the Tenant will be decommissioned. This means that access will no longer be possible, and all data will be deleted and no longer retrievable.

7. Your Obligations

- 7.1. In addition to your obligations in the General Terms, on and from the Actual Start Date, you will:
- 7.1.1. take all reasonable steps to ensure that your employees, agents and subcontractors do not use the Service for making offensive, fraudulent, indecent, menacing, nuisance or hoax calls or in furtherance of the commission of any criminal offence.
 - 7.1.2. monitor and maintain any Client Equipment connected to the Service or used in connection with a Service;
 - 7.1.3. ensure that any Client Equipment, and require your Users to ensure that any equipment (whether supplied by us or not), that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
 - 7.1.3.1. connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Client Equipment;
 - 7.1.3.2. adequately protected against viruses and other breaches of security;
 - 7.1.3.3. technically compatible with the Service and will not harm or damage FT Equipment, the FT Network, or any of our supplier's or subcontractor's network or equipment or any other equipment; and
 - 7.1.3.4. approved and used in accordance with relevant instructions and Applicable Law;
 - 7.1.4. immediately disconnect any Client Equipment or require the Users to disconnect any User equipment, if such equipment does not meet any relevant instructions, standards or Applicable Law;
 - 7.1.5. require your Users to ensure that all reasonable steps are taken to configure any equipment (whether supplied by us or not) to prevent its being used in the commission of criminal offences including the making of fraudulent or bad faith Calls;
 - 7.1.6. distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
 - 7.1.7. if we request you to do so to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
 - 7.1.8. adopt any instructions which we believe are necessary for reasons of health, safety or the quality of the Service;
 - 7.1.9. will not enter into any contractual arrangements with third parties on our behalf. Any breach of this clause will be deemed to be a material breach of this Contract;
 - 7.1.10. where we are to run a training course:
 - 7.1.10.1. ensure that you have the CPE available needed to participate in the training courses where we are to run the training course on your Site;
 - 7.1.10.2. ensure that the appropriate nominated personnel attend the training courses; and
 - 7.1.10.3. give a minimum of ten Business Days' Notice to us of any change or cancellation of dates agreed for training. Failure to provide such Notice will result in you being charged at the additional training day rates set out in the Order;
- 7.2. You take responsibility for Service account login and password security and undertake not to share this with any person you do not wish to have full access to your Service and commit to take all reasonable steps to prevent unauthorised access to the Service.
- 7.3. You acknowledge we may, in the event of a security breach affecting the Service, require you to change any or all your passwords, and in such an event you agree to comply.

8. Service levels

- 8.1. The Service levels under this Schedule and our SLA will not apply:
- 8.1.1. during any trial period of the Service;
 - 8.1.2. to failures due to any Force Majeure Event;
 - 8.1.3. if you cause a delay or do not provide any requested information in accordance with any reasonable timescales we tell you about;
 - 8.1.4. to Incidents on the Client Equipment outside of the Service Management Boundary;
 - 8.1.5. to Incidents on our applications and/or FT Network and application equipment due to your Users' action(s);
 - 8.1.6. to disruptions occurring within pre-notified engineering works window;
 - 8.1.7. to any failure of access from suspension of Service for breach of contract by you;
 - 8.1.8. to outages due to Planned Maintenance;
 - 8.1.9. to outages due to unscheduled upgrades requested by you that cannot be performed during Planned Maintenance;
 - 8.1.10. to outages due to applicable national laws, customs, or regulations;
 - 8.1.11. to any Incidents caused by you or your Users' due to:
 - 8.1.11.1. action;
 - 8.1.11.2. inaction;
 - 8.1.11.3. unavailability of your personnel in order to determine and/or isolate the Incidents;
 - 8.1.11.4. your delays in installations; or
 - 8.1.11.5. Incidents caused by your or your Users' applications, equipment or supplier;
 - 8.1.12. to outages whereby we, or our contractors, are unable to gain access to your Site, for reasons

- attributable to you, to carry out necessary repair work;
- 8.1.13. to unavailability of our application and/or FT Network as a result of problems with environmental conditions (power, climate, housing, switch off) at your, or your Users' Sites;
 - 8.1.14. to your failure to follow agreed procedures;
 - 8.1.15. to the introduction of unauthorised changes to CPE (if applicable) or Client Equipment failure; or
 - 8.1.16. if you have not complied with the Contract.

9. Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

"Dial Plan" means call routing plans developed, either by you or us, in either Transform, using a variety of programming constructs with the aim of automatically routing calls according to the Dial Plan specification (if such specification exists).

"Emergency" means a serious situation or occurrence that:

- a) threatens life and limb; or
- b) may cause or threaten to cause damage to physical property or systems; or
- c) happens unexpectedly
- d) and demands immediate action.

"Enabling Component" has the meaning given in section 4.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Service or element of the Service.

"INovation" means cloud-based communication application management facility hosted by us.

"Internet" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

"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 however arising or brought.

"Local Area Network" or "LAN" means the network infrastructure that enables the ability to transfer voice and data services within Sites.

"Occurrences" has the meaning given in section 6.

"PBX" means private branch exchange.

"PCI DSS" has the meaning given in section 1.

"Professional Services" means Service Options that include extra training, consultancy, engineering and integration development.

"FT Network" means the communications network owned or leased by us and used to provide the Service.

"Service" has the meaning given in section 1.

"Service Management Boundary" has the meaning given in section 3.

"Service Options" has the meaning given in section 1.

"Service Portal" means the web portal which as part of the Service enables you and your Users to log in and access the Service features.

"Telephone Numbers" means UK and International telephone numbers supplied by us to you to enable Calls and SMS to transit the FT Network.

"Tenant" means your instances of the Service, securely partitioned from other tenants of the Service, and are configured to host the Service we supply to you. This includes INovation accounts and Transform tenants.

"Transform" has the meaning given in section 1.

"User" means a person or entity using the Service under your Tenant, whether directly or indirectly on your behalf.

End of Schedule: PayGuard