



Voice and Data

Contents

1. The Services
2. Service Options
3. Service Management Boundary
4. Associated Components and Third Parties
5. Specific Terms and Conditions
6. Our Obligations
7. Your Obligations
8. Notification of Incidents
9. Charges
10. Defined Terms

This is a Schedule of Fusion Telecom’s General Terms and applies specifically to the telecommunications voice and data routes and routing management platform supplied by us to you, including call management features, telephone numbers and SMS messages. 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 Services

1.1. Overview

- 1.1.1. We may provide you with telecommunication services as specified on the Order, which include mobile SIM cards for mobile voice and data services, access to cloud portal for call routing management and reporting, connectivity (broadband or leased lines), and standard telephone lines services.
- 1.1.2. The cloud portal cloud portal for call routing management includes the following features:
 - 1.1.2.1. Dial Plan administration, which comprises of components that are used in a visual design builder to manipulate inbound call flow. (“Dial Plan”)
 - 1.1.2.2. a telephone number management application that allows you to search, view and manage Telephone Numbers we supply to you (“Numbers”);
 - 1.1.2.3. a scheduler that enables you to set time schedules for block periods of time for facilitate time based call routing (“Schedules”);
 - 1.1.2.4. a database design tool that allows you to create and design a table or database to allow for dynamic call routing changes (“Tables”);
 - 1.1.2.5. a tag and alert function that gives you the ability to set up single and multi-option tags for call tagging and call reporting, and the capacity to set alert thresholds based on those tags (“Alerts”);
 - 1.1.2.6. a call reporting service showing usage statistics of calls you may or may not have routing through our call platforms Transform (“Reports”).

- 1.1.3. You take responsibility for the account login and password security and undertake not to share this with any person you do not wish to have full read and write access to your Services.
- 1.1.4. You understand that in having access to the Portal and your Dial Plans, you also have access to alter any Dial Plan and therefore you, or your Users, may make changes that cause the Dial Plan to behave in unanticipated ways or in an undesirable manner.
- 1.1.5. You take full responsibility for any changes you make to the Portal configuration. Should you or any User alter the Portal plan in such a way that causes Services not to function as expected, you hold us harmless and not liable for any consequence of the Services not functioning as expected, and furthermore we reserve the right to Charge you for restoring the Services.
- 1.1.6. You may request training at any time and this may be conducted by us with our prior agreement and at your additional cost.
- 1.1.7. 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;
- 1.1.8. You will be notified by us of any Charges that you may incur as a result of you requesting that:
 - 1.1.8.1. we audit your Dial Plans;
 - 1.1.8.2. we remove or delete all or parts of your Dial Plans on your behalf;
 - 1.1.8.3. we build new Dial Plans on your behalf; or

- 1.1.8.4. we add further functionality to existing Dial Plans.
- 1.1.9. Any Charges relating to 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.
- 1.1.10. You may request that we use our technical and engineering resources to develop your Dial Plan(s) 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.

1.2. Telephone Numbers and Calls

- 1.2.1. We may provide you with Telephone Numbers or Telephone Number ranges as specified on the Order, for receiving inbound telephone calls to those Telephone Numbers or making outbound calls from those Telephone Numbers in accordance with the Contract. These Telephone Numbers may include:
 - 1.2.1.1. UK national numbers beginning with 01 or 02;
 - 1.2.1.2. Non-geographic numbers, including those beginning with 03, 080, 084 or 087; and
 - 1.2.1.3. International numbers;
 ("Telephone Numbers").
- 1.2.2. We will provide you with the facility to transit analogue, digital and/or SIP voice calls to or from the FT Network. ("Calls");
- 1.2.3. The Services are supplied subject to all the limitations of the Telecommunications Network including the risk of imposed prefix or number changes. We are unable to guarantee that all or any overseas systems will be able to access or be accessed by you using the Telephone Numbers or that the telephone keypads used on such systems will use the same alphanumeric combinations as are currently used in the UK.
- 1.2.4. The Telephone Numbers and all the rights in them belong to us. You may not sell Telephone Numbers without obtaining our written consent.
- 1.2.5. Telephone numbers made available will at all times remain our property and will be non-transferable, and all of your rights to use telephone numbers will cease on termination or expiration of the Service.

1.3. Mobile SIM

- 1.3.1. We may provide you with Mobile SIM cards as specified on the Order, for the purpose of enabling compatible mobile or smart phones to make and receive Calls, and to send and receive Data.
- 1.3.2. Mobile SIM cards are operated by the networks we contract with to supply them, and you acknowledge that we have no technical control over these networks.

- 1.3.3. You are aware that Data roaming charges apply should you leave the UK, and that while you may not have explicitly agree to use mobile data roaming, your understand most mobile and smart phones are set to automatically connect to networks when outside the UK (which includes in airplanes) where data roaming charges will apply, and that even if your device is not being used, background applications may use data.
- 1.3.4. Calls when made outside the UK to UK landlines and mobiles may incur extra charges. ("Mobile");

1.4. Connectivity

- 1.4.1. We may, as specified on the Order, supply you with connectivity services which include:
 - 1.4.1.1. Analogue Telephone Lines over which you can make and receive Calls ("Lines");
 - 1.4.1.2. ISDN channels over which you can make and receive Calls ("ISDN Circuits");
 - 1.4.1.3. ADSL, ADSL2, ADSL2+ and VDSL circuits over which you can transmit data, including SIP Calls ("Broadband");
 - 1.4.1.4. Leased lines over which you can transmit data, including SIP Calls ("Leased Lines");
 - 1.4.1.5. Carrier Pre-Select services meaning the transit of outbound calls over the PSTN ("CPS");
 ("Connectivity")

1.5. Portal: Call Recording and Evaluate Calls

- 1.5.1. We may, as specified on the Order, provide you with access to a call recording and evaluation module hosted by us which enables you to:
 - 1.5.1.1. search and view calls that have been made to Telephone Numbers that we supply to you, where such calls have transited our Transform Services.
 - 1.5.1.2. you can label any call with any label you create. You can free type a label to create a new one or select labels you have previously created from the drop-down menu.
 - 1.5.1.3. you can score any call with any score you create. You can free type a score to create a new one or select scores you have previously created from the drop-down menu.
 - 1.5.1.4. in the case that you have requested Call Recording from us in any applicable Order, and in the case that there is a valid Call Recording available, you will be able to listen to the recording of a Call.
 - 1.5.1.5. The storage of Call recordings beyond one month incurs additional charges, as specified on the Order.
 ("Evaluate Calls")

2. Service Options

- 2.1. We will provide you with additions to, modifications of, or extras relating to, Services, as set out in any applicable Order ("Service Options") and in accordance with the details set out in that Order.
- 2.2. Call Recording is a Service Option and is therefore charged separately as outlined in the Order.
- 2.3. For the avoidance of any doubt the following items are considered out of scope of the Services unless otherwise specified on the Order:
 - 2.3.1. any integration between the Services and a third-party application;
 - 2.3.2. custom data exports and/or FTP data feed; and
 - 2.3.3. any deliverables not noted in the Order or this Contract.

3. Service Management Boundary

- 3.1. We will provide and manage the Services as set out in this Schedule and as set out in the Order up to and including the Client Network ("Service Management Boundary").
- 3.2. We will have no responsibility for the Services outside the Service Management Boundary.
- 3.3. We do not make any representations, whether express or implied, about whether the Services will operate in combination with any Client Equipment or other equipment and software.
- 3.4. As part of the Services we are not responsible for;
 - 3.4.1. your, or the User's:
 - 3.4.1.1. local connectivity unless supplied by us;
 - 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. private branch exchange, contact centre application or internal telephony, unless supplied by us;
 - 3.4.2. 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 components in place as necessary, that will connect to the Services for the Services to function and will ensure that these components meet the minimum technical requirements that we specify ("Enabling Component").

These include Client Network for call delivery, Internet Browser and any equipment and software required for you

to supply data to, or allow the collection of data by, Transform.

- 4.2. We will not be liable for failure to supply, or delay in supplying, the Services 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. Specific Terms and Conditions

5.1. Our Additional Rights to Terminate

- 5.1.1. In addition to the termination provisions in the General Terms and this Schedule, we may terminate the Contract or the Services at any time on Notice to comply with a direction from OfCom or any competent telecommunication authority to suspend or cease the provision of the Service or any part of it.
- 5.1.2. You will advise us promptly if you receive any direction from OfCom or any competent telecommunication authority.

5.2. Access to Emergency Services

- 5.2.1. You acknowledge and agree that the Services do not provide the ability for Users to call the emergency services by dialling "999" or "112" in all cases and that alternative arrangements should be made to cover this including the maintenance of a fixed telephone number.

5.3. Number Allocations

- 5.3.1. You may request Telephone Numbers be allocated as part of the Services.
- 5.3.2. You may request Telephone Numbers are allocated to you but are not connected, meaning that you require that Calls made to these Telephone Numbers terminate on the FT Network with no Services attached. This is typically requested so that so can reserve Telephone Numbers in advance before you are ready to receive Calls on these Telephone numbers. In such a case we reserve the right to Charge you for allocating these Telephone Numbers to your account despite the fact that you do not wish them connected at that time.
- 5.3.3. While we will do our utmost to do so, we cannot guarantee that we are able to obtain any Telephone Number you require.
- 5.3.4. You accept that it is your responsibility to comply with Applicable Law and advertise the Service Charge of any Telephone Number we supply you with that you use, according to OfCom regulations.
- 5.3.5. We will record the Service Charge in the Order for your reference. No other indication of the Service Charge however given by us will necessarily be accurate.

5.4. Service Constraints

5.4.1. The Services do not support conveyance of Calls to all networks operated in an overseas country.

5.4.2. The Service may not support the following call types:

5.4.2.1. outgoing Calls to:

5.4.2.1.1. 1XX, 1XXX and 1XXXX codes (excluding directory enquiry services);

5.4.2.1.2. 070 personal numbering services;

5.4.2.1.3. dial up Internet; and

5.4.2.1.4. Premium Rate Services.

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

5.4.3.1. misuse;

5.4.3.2. unauthorised access;

5.4.3.3. alterations;

5.4.3.4. theft;

5.4.3.5. fraud;

5.4.3.6. destruction;

5.4.3.7. corruption; and

5.4.3.8. attacks,

("Occurrences").

5.4.4. You will at your own expense, to take security measures including use of:

5.4.4.1. firewalls;

5.4.4.2. passwords;

5.4.4.3. access restrictions;

5.4.4.4. encryption;

5.4.4.5. policies; and

5.4.4.6. physical access restrictions,

to protect from Occurrences all Services related traffic, equipment, software, data and systems in your control and used in connection with the Services, whether owned by you or not.

5.4.5. 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.

5.4.6. We will apply a fair usage policy to the Services for you with regards to the number of voice channels available. The fair usage policy will apply as follows:

5.4.6.1. we will monitor all Services usage to track peak concurrent Calls over the last three months. The following fair usage policies are then applicable;

5.4.6.1.1. twenty five percent overhead capacity above peak concurrent calls, into which calls can "burst" above their peak usage;

5.4.6.2. should you or Users require capacity that is above those set out in the fair usage policy you will provide us with Notice of this additional capacity and accept that it can take:

5.4.6.2.1. 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

5.4.6.2.2. 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

5.4.6.3. should you or Users require capacity that is above those set out in the fair usage policy and there is an associated Charge, you request will be entered into an Order and we will charge you, if applicable, in accordance with the rates set out in the Order.

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

5.5. Changes to the Contract

5.5.1. In addition to the provisions in the General Terms, we may change the Charges for local and international termination rates in this Contract at any time by giving at least five days' Notice before the change takes effect. We will not require the signature of a new contract for the changes set out in this clause and the changes will take effect at the expiration of the Notice ("Notice to Amend").

5.5.2. Within fourteen days of any Notice to Amend, you may provide us Notice:

5.5.2.1. agreeing to the changes we proposed, in which case those changes will apply from the date we apply the changes; or

5.5.2.2. stating your objections to the proposed changes in which case both of us will enter into good faith negotiations and, if agreement is reached, the agreed changes will apply from the date we apply the changes or any other date as may be agreed between both of us. If both of us have not reached agreement within fourteen days of your Notice of objection either of us may terminate the Contract or Service or any part of the Service by giving the other thirty days' Notice of termination.

5.5.3. If:

5.5.3.1. you do not serve a Notice of objection within 14 days; or

5.5.3.2. both of us have not reached agreement within fourteen days of your Notice of objection and neither of us has terminated the Contract or Service or any part of the Service in accordance with the clauses in this section,

you will be deemed to have accepted the changes and the changes will take effect from the date we apply the changes.

6. Our Obligations

- 6.1. will, but only to protect the Services, from time to time monitor the profile of Calls made and received using the Services for potential fraudulent or bad faith use and may in the event of such Calls significantly affecting the Services take reasonable steps to prevent such use;
- 6.2. will comply with all Number Portability requests including number import and number export;
- 6.3. Once the Contract is terminated you accept that despite any effort we make to do so, it may not be possible for us to retrieve and re-allocate any Telephone Numbers that you wish to be re-allocated to you, and you understand we have no obligation to do so and no liability to you should we be unable to do so.

7. Your Obligations

- 7.1. You warrant, represent and undertake to us that you shall authorise the Carrier to provide us with the full CLI of every caller to the Telephone Numbers, except where the caller withholds their number.
- 7.2. In addition to your obligations in the General Terms, you will:
 - 7.2.1. 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;
 - 7.2.2. comply with all relevant legislation and regulation (including codes of practice) regarding Number Portability. We will not port a telephone number where you have not complied with this clause;
 - 7.2.3. acknowledge that you may port Telephone Numbers to us and may also port Telephone Numbers to other Carriers with whom we have porting agreements. Any such porting is subject to:
 - 7.2.3.1. the payment of all outstanding sums due to us; and
 - 7.2.3.2. payment of the Charges that would have been due until the expiry of the Initial Period, or, if expired, the current Extension Period, if the porting takes place prior to that date. Such Charges shall be calculated using the Early Termination Payment clause in the General Terms and Conditions.
 - 7.2.3.3. not use the Service, and will take all reasonable steps to ensure that the Users' do not use the Services:
 - 7.2.3.3.1. to make Nuisance Calls;
 - 7.2.3.3.2. to send, knowingly receive, upload, download, use or re-use material

which is offensive, indecent, defamatory, obscene or menacing;

- 7.2.3.3.3. contrary to our Acceptable Use Policy and General Terms;
- 7.2.3.3.4. in a way that does not comply with the terms of any legislation applicable to you or a User;
- 7.2.3.3.5. in a manner that is in any way unlawful, fraudulent or in bad faith or, to your knowledge, has any unlawful, fraudulent or bad faith purpose or effect;
- 7.2.3.3.6. in a manner that in our reasonable opinion could materially affect the quality of any telecommunications service, including the Services, provided by us; or
- 7.2.3.4. ensure that you and your Users comply with the requirements of all relevant legislation and regulations including:
 - 7.2.3.4.1. The Telephone Preference Service;
 - 7.2.3.4.2. The CLI Code of Practice;
 - 7.2.3.4.3. OfCom regulations for outbound diallers;
 - 7.2.3.4.4. The UK Advertising Codes which are available on the Committee of Advertising Practice website; and
 - 7.2.3.4.5. any relevant OfCom guidance on 'mis-selling' or 'slamming';
- 7.2.3.5. ensure that you have in place at all times processes:
 - 7.2.3.5.1. to monitor and enforce your compliance with the requirements set out in clauses in this section; and
 - 7.2.3.5.2. to receive and take prompt and effective action on complaints from us or parties who are authorised to enforce compliance with clauses in this section;
- 7.2.3.6. 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 Services is not infected by viruses and/or logic bombs, worms, trojan horses and any other type of disruptive, destructive or nuisance programs;
- 7.2.3.7. comply with all Number Portability requests including number import and number export;
- 7.2.3.8. acknowledge which outgoing Calls and SIP to SIP Calls may and may not be conveyed by the Services as follows:
 - 7.2.3.8.1. Calls conveyed:
 - 7.2.3.8.1.1. All CP number ranges
 - 7.2.3.8.1.2. UK PSTN number ranges 01x, 02 x 05x, 08x

- 7.2.3.8.1.3. Mobile ranges 077, 078 and 079
- 7.2.3.8.1.4. International outbound (certain ranges are restricted)
- 7.2.3.8.2. Calls not Conveyed:
 - 7.2.3.8.2.1. Service codes
 - 7.2.3.8.2.2. CLI prefixes
 - 7.2.3.8.2.3. Indirect access
 - 7.2.3.8.2.4. Dialup Internet
 - 7.2.3.8.2.5. Directory Enquiry Services 118xxx
 - 7.2.3.8.2.6. Premium Rate Service numbers 09x

any Telephone Number are less than ten pounds in each calendar month, we reserve the right to charge you ten pounds as a minimum usage Charge.

- 9.2.1.3. Monthly rental Charges for Lines, ISDN Circuits, Leased Lines, CPS services and other fixed monthly charges as specified on the Order;
- 9.2.1.4. Professional Services Charge which is a Charge where you require any additional work, such as the construction and maintenance of an IVR, or training, which falls outside the scope of the Service as set out in this Schedule and which will be scoped and agreed in advance of work commencing and charged at a daily rate set out in the Order;
- 9.2.1.5. Number Sub-allocation Charge which is a one-off set-up Charge per number at the rate set out in the Order for the sub-allocation by us of numbers to you;
- 9.2.1.6. Number Portability Charge which is a one-off Charge in relation to Number Portability options and associated Charges are set out in the Order;
- 9.2.1.7. any Termination Charges incurred in accordance with the General Terms upon termination of the relevant Service;
- 9.2.1.8. Call Charges incurred and payable in accordance with this section; and
- 9.2.1.9. the total amount less any applicable discounts as set out in the Order.

8. Notification of Incidents

- 8.1. Where you become aware of an Incident if you cannot resolve the issue then your Accredited Personnel will report it to us according to the procedures in the SLA, providing the following:
 - 8.1.1.1. the date and time at which the Incident occurred;
 - 8.1.1.2. the impact of the Incident on the Service including a detailed description of the Incident, including:
 - 8.1.1.2.1. what actions you have taken to diagnose the issue;
 - 8.1.1.2.2. any Call examples where relevant (using appropriate system references to identify the Calls);

9. Charges

- 9.1. You are responsible for all Charges relating to Services whether incurred by yourself, your staff, contacts or third party (including hackers and others who intercept the connection). You are encouraged to insure against such risks. You should take all precautions necessary to minimise the risk of line hacking.

9.2. General Charges

- 9.2.1. Unless stated otherwise in an applicable Order, we will invoice you for:
 - 9.2.1.1. Service setup, activation and implementation charges which are one-off Charges for the establishment of the Services and configuration, initial number management activities, port allocations and capacity management (voice and data);
 - 9.2.1.2. Telephone Numbers have a minimum usage Charge. If the Variable Charges associated to

9.3. Call Charges

- 9.3.1. The Call Charges will be payable at the rates set out in the Order and/or the FT Price List unless they have been changed as allowed for in this Schedule.
- 9.3.2. The Call Charges will apply from the time you first make a Call.
- 9.3.3. The Call Charges will be payable monthly in arrears, unless otherwise agreed in accordance with credit vetting clauses in our General Terms.
- 9.3.4. You will pay all Call Charges.
- 9.3.5. Where a Call extends over one or more charging periods the Call duration will be apportioned to the relevant charging period and invoiced as such.
- 9.3.6. 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.
- 9.3.7. Calls are charged on a per second basis rounded up to the nearest second with the exception of minimum or fixed fee Calls.
- 9.3.8. We will not charge for a Call where a Call is not successfully conveyed because:
 - 9.3.8.1.1. the Call is not answered by the dialled number, the dialled number is engaged or is not available.

9.4. Revenue Share

- 9.4.1. Subject to the two clauses and as specified on the Order, during the Contract Period, we may pay you a share of the revenue generated by inbound calls to the Telephone Numbers, which shall be determined in accordance with the Revenue Share Rate with reference to the duration of all inbound calls made to the Telephone Numbers.
- 9.4.2. You shall only be entitled to any Revenue Share if and to the extent that we receive the relevant paid sums from the Carrier.
- 9.4.3. Save to the extent that such fine, charge, payment or repayment arises as a result of our actions, in the event that:
- 9.4.3.1. we are required to pay any fine, administrative charges or other sums under any applicable laws or regulations in respect of the Telephone Numbers; or
- 9.4.3.2. we are required, or under an obligation, to repay to the Carrier any Revenue Share payment that we have made to you,
- then, without limiting our other rights or remedies, we shall be entitled to deduct from any future Revenue Share payable to you an amount equal to the relevant fine, charge, payment or repayment and/or receive payment from you upon demand of an amount equal to the relevant fine, charge, payment or repayment or such part of it that it is unable to deduct from any future Revenue Share payable to you.
- 9.4.4. Revenue Share will not be paid on any Calls whose duration is less than twenty-nine seconds.
- 9.4.5. We shall provide you with a monthly statement detailing the amount of the Revenue Share payable to you in respect of that month. You shall no later than one month from the date of any statement you receive from us pursuant to this clause, submit an invoice to us for the Revenue Share detailed in the statement. VAT will be added to all such invoices at the relevant rate where applicable. Invoices properly rendered by you in accordance with this clause shall be paid by us no later than sixty days of receipt of the relevant invoice. We reserve the right to refuse payment of any invoice that we receive from you that is not properly rendered in accordance with this clause.
- 9.4.6. We shall be entitled to withhold Revenue Share payments due to you:
- 9.4.6.1. upon the suspension of Services in accordance with the General Terms;
- 9.4.6.2. if we reasonably suspect you are in breach of any term of the Contract or any other agreements between both of us;
- 9.4.6.3. if we reasonably suspect you have obtained or increased your entitlement to any Revenue Share by fraudulent or improper means;
- 9.4.7. We shall be entitled to set off any Charges due to us against any Revenue Share due to you.

9.4.8. Charges may also be imposed in the following circumstances brought about by you request for:

- 9.4.8.1. change to Services configuration such as (but not limited to) change of target destination, upload of new audio files and prompts, change to Services features and change to Software implementation or configuration;
- 9.4.8.2. change of Carrier of any Telephone Number;
- 9.4.8.3. change of Service provider upon termination of this agreement in respect of any Telephone Number;
- 9.4.8.4. transfer of any Telephone Number to another subscriber.

9.5. Additional Charges

- 9.5.1. We may invoice you for any of the following Charges in addition to those set out in the Order:
- 9.5.1.1. Charges for investigating Incidents that you report to us where we find no Incident or that the Incident is caused by something for which we are not responsible under the Contract;
- 9.5.1.2. Charges for expediting provision of the Service at your request after you have been informed of the Provisional Start date; and
- 9.5.1.3. any other Charges set out in any applicable Order or as otherwise agreed between both of us.

10. 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):

“Accredited Personnel” means your personnel that have completed relevant operational and technical training courses.

“Carrier” means the network operator(s) that we engage to route Call traffic to and from the Telephone Numbers.

“CLI” means Calling Line Identification, the feature which provides the phone number of the caller as the call comes in.

“CLI Code of Practice” means the code by the same name as set out at: <http://stakeholders.OfCom.org.uk/binaries/telecoms/policy/cliguide.pdf>

“Client Equipment” means any equipment including any CPE and any software, other than our equipment, used by you in connection with the Services.

“Client Network” means the communications network owned or leased by you and which is not supplied by us and to which we deliver Calls, emails and other data, and may or may not be used by you to facilitate your operation of our Services as required by you.

“CP” means a ‘Communications Provider’ as defined in paragraph 1.4(a) of Condition 1 of the General Conditions of Entitlement set by OfCom pursuant to section 45 of the Communications Act 2003.

“CPE” means any equipment (including software) owned or operated by you and either connected to or used in conjunction with the Services.

“CPS” has the meaning given in section 1.

“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 happens unexpectedly, 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 Services or element of the Services.

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

“Internet Protocol” or “IP” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“ISDN Circuits” has the meaning given in section 1.

“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.

“Lines” has the meaning given in section 1.

“Leased Lines” has the meaning given in section 1.

“Notice to Amend” has the meaning given in section 5.

“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 both of us whereby your Telephone Number ceases to be provided by the losing CP and your Telephone Number is subject to number import onto the Services platform. If your Telephone Number ceases to be used by you then it may be subject to number export to the gaining CP.

“Occurrences” has the meaning given in section 5.

“Portal” has the meaning given in section 1.1.2.

“Porting or Port” means to move Telephone Numbers or Services from one Carrier to another Carrier;

“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.

“Professional Services” means Service Options that include extra training and integration development.

“PSTN” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“FT Network” means the communications network owned or leased by us and used to provide the Services.

“Revenue Share” means the revenue share payment (if any) payable by us to you pursuant to section 9.

“Revenue Share Rate” means the rate at which the Revenue Share is calculated, as further detailed on the Order or FT’s Price List.

“Services” has the meaning given in section 1.

“Service Charge” means the charge (not including the access charge) the caller must pay for calling a non-geographic number.

“Service Management Boundary” has the meaning given in section 3.

“Service Options” has the meaning given in clause 2.

“SIP” means delivery of voice and multimedia communications over Internet Protocol (IP) networks.

“Telecommunications Network” means the public and private telecommunications system accessed by the Telephone Numbers or by which the Services are made available.

“Telephone Numbers” has the meaning given in section 1.

“Telephone Preference Service” or “TPS” means an official central opt out register on which individuals can record their preference not to receive unsolicited sales or marketing calls. It is a legal requirement that all organisations (including charities, voluntary organisations and political parties) do not make such calls to numbers registered on the TPS unless they have such individuals’ consent to do so.

“User” means a person or entity using Services supplied by us, whether directly or indirectly on your behalf and whether with or without your authorisation.

End of Schedule: Voice and Data