

Terms & Conditions of Service

THE SCHEDULE for the supply of SIP Trunking Services

1.0 Description of the Service

This Schedule and the MASTER SERVICES AGREEMENT FOR THE PROVISION OF TELEPHONY, COMMUNICATIONS, INFRASTRUCTURE SERVICES and INFORMATION TECHNOLOGY SERVICES and the Order together form the Contract for the Service(s) to be supplied by the Supplier to the Customer.

This Agreement is made between the Supplier (X.Communications Limited, registered in England & Wales under number 02139995) and the Customer, as specified on the Supplier's Order form.

The Supplier agrees to provide SIP Trunking Services as specified under this Schedule.

2.0 Definitions

In this Agreement the following terms shall have the following meanings:

SIP Trunking: means the use of Voice over IP to enable a PBX to make telephone calls over the PSTN

PBX: means Private Branch Exchange

PSTN: means Public Switched Telephone Network

Toll Fraud: means the PBX Hacking / unauthorised use of the Customer phone lines, SIP Trunks, Customer Equipment, or Services to make long distance calls that are charged to the Customer.

3.0 Customer undertakings

- 3.1** The Customer shall ensure they provide all necessary hardware, including VoIP telephone equipment (where not supplied by the Supplier as part of the Order) to use the Services and a PBX to which the SIP Trunks are to connect.
- 3.2** The Customer shall be solely responsible to procure and maintain sufficient and dedicated broadband or other form of Internet for the Service to work.
- 3.3** The Customer shall be solely responsible for maintaining an appropriate security infrastructure to connect and protect this Service.
- 3.4** The Customer shall keep confidential all data, including user id and passwords to access the Services.
- 3.5** The Customer will supply the Supplier with all names and addresses of all users who will use the service at locations that are not the Customer Site Address.
- 3.6** The Customer accepts that failure to supply this information may mean the Emergency Services are unable to locate the caller's location when dialling the emergency services.

- 3.7** The Customer agrees that if the Supplier's Equipment is moved from the Customer Site the Emergency Services may not be possible to identify the caller's location and phone number.
- 3.8** If location information is found to be incorrect, the Customer will within 24 hours supply the correct location of the equipment to allow the emergency services database to be updated.
- 3.9** Failure by the Customer to supply the correct equipment location within the 24 Hour period could result in a fine levied against the Supplier by OFCOM.
- 3.10** The Customer agrees to fully indemnify the Supplier and pay all such fines immediately upon demand from the Supplier in addition to a £50 administration fee.
- 3.11** The Supplier equipment requires electrical power and access to an internet connection to work. Without electrical power or access to the internet the equipment will not allow a call to be made including calls to emergency services numbers.
- 3.12** The Customer accepts that due to the nature of VoIP services the emergency services operator may not be able to ascertain where the caller is calling from and may require this information to be given by the caller.
- 3.13** The customer agrees that an alternative method of making emergency services calls should be present via either a fixed PSTN line or a cellular service at all locations where the Supplier equipment is being installed, either within or outside the UK.
- 3.14** Where the Supplier installs equipment outside of the UK, the emergency services numbers will be different and may not connect to the local in-country emergency services.

4.0 Service Quality and reliability

- 4.1** The Customer accepts that call quality is dependent on the quality and specification and availability of the Internet connection service to which the Customer is connected and also on the IP or telecommunications network to which the person being called is connected.
- 4.2** Where the Internet connection is supplied by a third party, the Supplier will have no Liability or responsibility for the third party Internet connection service or a third party router, and the Customer agrees the Supplier cannot be held responsible for any degradation in voice quality.

5.0 Power or connectivity failure

- 5.1** It is the Customer's responsibility to ensure that mains power is supplied to the PBX and any peripheral equipment. The Customer understands and agrees that the Services will not work (including the ability to make emergency calls) in the event of a mains power failure or failure of the Customer's internet service or broadband connection, and the Supplier shall not be liable in any way.

6.0 Security of the Service – prevention of Toll Fraud

- 6.1** The Supplier does not guarantee the security of the Services against unauthorised or unlawful access or use. The Customer is responsible for and shall pay all Charges incurred by the use of the Service.
- 6.2** The Customer shall take all reasonable security steps to minimise risk of security breaches in connection with the Services, including in respect of any hardware or other equipment used in conjunction with the Services.
- 6.3** The Customer and/or its contractors employed in managing security must secure all passwords and other security access information and implement sufficient security safeguards to protect themselves from unlawful use of the Service including but not limited to the use of a firewall to secure the PBX/VoIP gateway.
- 6.4** Should a breach of the Customer's Service or the Customer's security measures occur, the Customer will notify the Supplier of such breach immediately.
- 6.5** The Supplier does not warrant that its products or the Service are immune from Toll Fraud and any charges, damages, losses of any nature incurred by the Customer will not be the responsibility of the Supplier and the Customer indemnifies the Supplier against all losses of any nature incurred as a result of Toll Fraud via the Customer's Service and Equipment.