

SERVICE SPECIFIC CONDITIONS FOR UNIFIED COMMUNICATIONS & VOICE

These Service Specific Conditions for Unified Communications and Voice apply, in addition to the Wavenet Master Service Agreement (MSA) for the Customer's use of the following services:

- Fixed Line Telephony
- PBX Solutions
- Hosted Telephony
- SIP
- Lines & Calls
- Maintenance
- RingCentral
- Gamma Horizon
- Phonenumber Plus
- Zoom
- 8x8

1. DEFINITIONS

All definitions from the MSA shall apply to these Service Specific Conditions for Unified Communications and Voice together with the following service specific definitions which shall have the meanings set out below:

"Acceptance" means acceptance by the Customer that the Installation Services have been properly performed in accordance with the MSA.

Acceptance Tests:—the acceptance tests, as set out in or referred to in the Order

"Anticipated Call Spend" means the Customer's anticipated average call spend for using the relevant Service each month of the term of the Agreement as specified in the Order and calculated using the Anticipated Monthly Minutes

"Anticipated Monthly Minutes" means the Customer's anticipated average number of inbound call minutes using the Inbound Voice Services during each month of the Agreement, as specified in the Order

"Authorisation" means Wavenet's authorisation to provide communications networks and Services pursuant to the OFCOM general authorisation regime

"BT" means British Telecommunications plc, company number 01800000 and all companies with its group of companies

"Call Charges" means charges which relate to calls made or received where supplied by Wavenet or one of its Suppliers, as specified in the Order

"Carrier" means the telecommunications network operator who is to provide to the Customer, on Wavenet's behalf, a physical telephone line and/or access to a telecommunications network

"Connection" means the date when Wavenet or its Third-Party Contractors connects the NGN to the Customer's telecommunications equipment

"Customer Network(s)" means the Local Area Network, network equipment, computer systems, and local cable infrastructure at the Customer Premises, to which the Service will be connected

"Dual Running" means the simultaneous running, for the duration of the Implementation Period unless otherwise mutually agreed, of the existing Customer services alongside the Equipment and/or Services to be delivered by Wavenet under this Agreement

Hosted Telephony Services: means the Installation Services, Monitoring Services and/or Security Services to be provided to Wavenet subject to and in accordance with the Agreement, as specified in the Order

"Inbound Mins Package" means a package of contracted minutes either per number or per group of numbers. Such

package will provide the Customer with a defined minute package at a specific price. Out of bundle charges will apply
"Inbound Voice Services" means the provision to the Customer of an NGN to allow the routing of calls or any other Service provided by Wavenet by means of a Supplier's network and the provision of a Connection

"Indirect Access" means a method that allows the Carrier to identify call traffic as being routed by Wavenet, normally obtained by means of Carrier pre-selection, auto dialler equipment or identifying call traffic on a least cost routing basis

"Minimum Monthly Call Charges" means: (i) the average of the six highest month's Call Charges incurred by the Customer under the Agreement; or (ii) if the Customer has incurred less than six month's Call Charges, the highest month's Call Charges incurred by the Customer under the Agreement; or (iii) if no call charges have been incurred by the Customer, the highest month of Anticipated Call Spend

"Minimum Monthly Line Rental" means the higher of: (i) the line rental specified in the Agreement; or (ii) the average of the six highest month's line rental charges incurred by the Customer under the Agreement (or if the Customer has incurred less than six month's line rental, the highest month's line rental incurred by the Customer under the Agreement)

"Monitoring Services" means those network monitoring services specified in the Agreement which may include: (i) monitoring of critical network components and alerts to helpdesk; (ii) analysing maintenance faults and providing resolutions to maintenance faults; (iii) configuration and software image management; (iv) remote execution of requested configuration modifications; and (v) reporting faults found, faults resolved and details of network uptime

"Monthly License User Fee" means the monthly user license fees for each user

"MSA" means Wavenet's Master Services Agreement

"NGN" means a telephone number for which the digit structure has no geographic significance for routing calls

"Outbound Services" means the provision of a voice telecommunications service via a telephone number which enables the Customer to make calls to local, national, international, mobile and/or non-geographic telephone numbers by means of Indirect Access or SIP, a line rental service for a telephone number and/or any other service provided by Wavenet by means of the Carrier's network

"Premium Rate Regulator" means Phonepayplus or any successor body which regulates the use of NGNs

"Previous Service Provider" means a third party that provides the Customer with telecommunications equipment and/or services prior to Wavenet

"Revenue Share Agreement" means any agreement (if any) between the parties which is set out in the Order, pursuant to which Wavenet agrees to share with the Customer revenue received by Wavenet in respect of calls to an NGN

"Revenue Share Threshold" means (unless otherwise stated on the Order or agreed in writing by Wavenet) one thousand (1000) minutes of calls, which must be received in any given calendar month by the NGNs in order for revenue share payments to be made by Wavenet to the Customer under a Revenue Share Agreement

"Security Services" means those security services specified in the Agreement which may include: (i) testing for unauthorised access using industry recognised software

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tools; (ii) penetration testing to attempt to gain access to the Customer's system, data and/or other material other than through a recognised access method; (iii) testing for known vulnerabilities in system architecture configuration and/or software and hardware using industry-standard methodologies; and/or (iv) the provision of a written report on this testing;

"Service Demarcation Point" means the point(s) to which Wavenet will be responsible for maintaining the Hosted Telephony Service(s) being (unless stated otherwise in the Order): (i) the point up to the connection between the access circuit and the Services, managed by Wavenet's session boarder controllers within the Network; or (ii) where Wavenet have supplied the access circuits with the Services, the point up to the Customer side port on the pre-configured Wavenet supplied router; or (iii) where Wavenet provide the access and the Installation Services and the Customer has purchased Equipment which is being maintained by Wavenet pursuant to the Agreement, the Equipment provided by Wavenet AND for the avoidance of doubt, where the Customer has an existing router or provides its own router, Wavenet shall not be responsible for the same;

"SIP" means session initiation protocol, used for controlling telecommunications sessions over internet protocol

"Specification" means the specification of the Equipment or Services, as appropriate, which is set out or referred to in the Service Order and which may be further detailed in the PID

"Total Minutes" means the aggregate number of minutes received by the NGNs during the hours specified in the Revenue Share Agreement or if no hours are specified, at any time

2. HOSTED TELEPHONY SERVICES

2.1. Hosted Telephony Service Implementation

- 2.1.1. Following the completion of the surveys and, if required, the agreeing of the replacement Agreement, Wavenet will inform the Customer of the revised anticipated Start Date
- 2.1.2. Throughout the provision of the Implementation Period, Wavenet will need to communicate with named member(s) of the Customer's staff to arrange access to the Customer Premises. Those members of staff shall have the authority to make decisions relating to the Implementation Period and the Services generally on behalf of the Customer. The Customer acknowledges and accepts that any delays in the provision of access and/or the making of decisions may result in a delay in the Start Date and Wavenet will not be liable for any such delay
- 2.1.3. Without prejudice to the terms of the MSA, if the Customer fails to prepare the Customer Premises for either Wavenet or its Third Party Contractor or Supplier, in accordance with clause 2.2.1.1 or fails in any other preparatory instructions that the Customer may have been given, Wavenet may charge the Customer for additional costs incurred in delaying the Implementation Period. Rescheduled visits to the Customer Premises will be subject to lead-times and will be notified to the Customer

2.1.4. Wavenet shall notify the Customer of the date(s) on which Wavenet, its Third Party Contractor and/or its Supplier shall provide the installation services. The Customer shall use all reasonable endeavours to enable the installation services to be provided on such dates. If it cannot do so, it must notify Wavenet within 14 days of the date it receives notice from Wavenet of the proposed date(s) for the provision of the installation services and the parties shall use reasonable endeavours to agree alternative date(s)

2.1.5. Wavenet reserves the right, upon giving notice to the Customer, not to provide the Hosted Telephony Services to any Customer Premises or, if Hosted Telephony Services are already being provided, to cease providing the same and to terminate the Agreement in relation to the Hosted Telephony Services without liability or obligation to the Customer if:

- 2.1.5.1. Wavenet discovers during a survey of the Customer Premises or otherwise that the distance between the Customer Premises and Wavenet's point of presence, or its underlying Supplier's point of presence, is such that a quality service cannot be provided or underwritten
- 2.1.5.2. the Customer does not agree to any increase in Charges in accordance with the MSA and/or these Service Specific Conditions for Unified Communications & Voice

2.1.6. Wavenet, its Third Party Contractor or Supplier will provide the installation services during the Implementation Period and will perform a series of commissioning tests to ensure that the Hosted Telephony Services are functioning in accordance with the Specification

2.1.7. Wavenet will, if agreed, maintain the Hosted Telephony Service to the Service Demarcation Point

2.1.8. If Wavenet agrees that the Customer may use/supply its Customer Equipment with any part of the Hosted Telephony Services, then the Customer shall be responsible and liable for such Customer Equipment. If Wavenet, its Third-Party Contractor, or its Supplier visit the Customer Premises due to a fault which is later found to be caused by any Customer Equipment, then Wavenet may charge the Customer for such site visit and any additional costs incurred as a result. Use of any Customer Equipment not supplied by Wavenet will affect the Service Demarcation Point

2.1.9. Wavenet shall use reasonable endeavours to obtain an IP address on behalf of the Customer. However, the Customer acknowledges that Wavenet does not control the issue of any IP address to be used with the Hosted Telephony Services. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules

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which they may prescribe. Wavenet reserve the right to withdraw or change this address if for any reason the address ceases to be available

- 2.1.10. If the Customer requests and Wavenet agrees to upgrade the Customer's bandwidth of the underlying access to the Hosted Telephony Services then additional Charges will apply, as notified to the Customer
- 2.1.11. The Hosted Telephony Services support 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, the Customer acknowledges and accepts that these services do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of connectivity to the internet for whatever reason. In such circumstances the Customer should use a separate line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the location and telephone number so this information should be stated promptly and clearly by the Customer or relevant member of its personnel when making such a call
- 2.1.12. If Wavenet agrees that the Customer may use its existing or other new access circuits (including but not limited to broadband, ethernet, leased line etc) not provided by Wavenet, then it is the Customer's responsibility to ensure such access circuits meet the requirements and functionality specified by Wavenet or the Supplier from time to time. The Customer's failure to meet such requirements and/or functionality may affect the provision of the Hosted Telephony Services. Where Wavenet does not provide the access circuits, all responsibility and liability for such access circuits shall remain with the Customer. Should Wavenet, its Third-Party Contractor or its Supplier visit the Customer Premises in relation to a fault which is found to be caused in whole or in part by access circuits not provided by Wavenet, then Wavenet may charge the Customer additional Charges for such site visit and any additional costs incurred as a direct result. Use of the Customer's own access circuits will affect the Service Demarcation Point
- 2.1.13. If the Customer uses a third party to install the Hosted Telephony Services, the Customer shall indemnify Wavenet from any liability that Wavenet may incur as a result of the same. Use of a third party to install the Hosted Telephony Service will affect the Service Demarcation Point
- 2.1.14. If Wavenet provides the Customer with any of the user-based features (including but not limited to auto attendant, hunt group, call

park, call pickup, call queue etc) and the Customer has not allocated these features to a user then Wavenet may recover such unallocated features from the Customer's account without liability or obligation to the Customer. The Customer may replace these features or add additional features at any time

2.2. Customer Obligations for Hosted Telephony Services

- 2.2.1. Without prejudice to any provisions in the Order and/or the MSA, to enable Wavenet to provide the Hosted Telephony Services, the Customer shall:
 - 2.2.1.1. prepare the Customer Premises and the Customer Network(s) in accordance with Wavenet's instructions. The Customer is responsible, at its own cost, for the power supply and arranging alternative power supplies if any temporary supply fails. Installing engineers may refuse to install Equipment if they perceive a hazard or risk
 - 2.2.1.2. provide Wavenet, its Third-Party Contractor or its Supplier with full access to the Customer Premises and Customer Network(s) and make available such information, assistance, office and technology facilities as may be necessary for Wavenet, its Third-Party Contractors, or its Supplier to provide the Hosted Telephony Services
 - 2.2.1.3. promptly furnish Wavenet with such information and documents as Wavenet may reasonably require for the proper performance of the Hosted Telephony Services
 - 2.2.1.4. obtain and be responsible for the cost of all third party consents, licences and rights reasonably required in order to allow Wavenet or the Supplier to provide the installation services (including, for example, landlord consents, wayleave consents and access consents) and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Hosted Telephony Services
 - 2.2.1.5. put in place adequate security and virus checking procedures in relation to any computer facilities to which the Customer provides Wavenet with access
- 2.2.2. Unless the Order expressly states that Wavenet shall install a router, it is the Customer's responsibility to install the router at the Customer Premises and neither Wavenet its Third Party Contractor, nor the Supplier shall bear any responsibility or liability for any delay or failure to install a router
- 2.2.3. The Customer shall:
 - 2.2.3.1. supply on an ongoing basis, at the Customer's cost, all space, power supply access points, cables, trunking, electricity, air conditioning and any other facility as

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may be specified by Wavenet either within the Order or following the survey which are required to enable the Customer to receive the installation services and/or the Hosted Telephony Services; and

- 2.2.3.2. keep full and up-to-date secure backup copies of the data on the Network in accordance with good industry practice
- 2.2.4. The Customer shall not allow any member of its staff who is not an End User and/or any other unauthorised third party to access or use the Equipment and/or the Hosted Telephony Services and the Customer shall ensure that it shall not and that none of its staff or any third party (including any incoming third party supplier) shall add to, modify and/or interfere with such Equipment and/or Hosted Telephony Services. The Customer shall indemnify Wavenet for any and all losses incurred as a result of any such unauthorised access, including the cost of any remediation work required to be undertaken to restore the Services in accordance with clause 2.5.8
- 2.2.5. The Hosted Telephony Services permit the Customer to upload music files for the music on hold feature. The Customer agrees to obtain all necessary licences and consents as may be required for any such music and agrees to indemnify Wavenet from any and all liability relating to the Customer's use of this feature

2.3. **Use of the Hosted Telephony Service**

- 2.3.1. The Customer agrees that, in addition to the requirements set out in the MSA:
 - 2.3.1.1. notwithstanding any provisions to the contrary in the Order, it will not cause that part of the Equipment which relates specifically to the Hosted Telephony Services to be removed, repaired, serviced or otherwise attended to except by Wavenet's authorised representative
 - 2.3.1.2. it is responsible for undertaking all in life changes to any Customer Equipment and the Customer agrees to pay Wavenet's Charges applicable at the time where the Customer requests Wavenet to make such changes on the Customer's behalf
- 2.3.2. Unless otherwise expressly stated in the Order, the quantity of licenses specified in the Order will be deemed the minimum number of licenses which the Customer shall continue to purchase in relation to the Hosted Telephony Services during the Term
- 2.3.3. If Wavenet provides the Customer with an inclusive call bundle (where a certain number of calls are included within the cost of the line rental or user license) any usage limitations imposed by Wavenet's relevant Supplier after the date the inclusive call bundle is agreed will be passed onto the Customer and the inclusive call bundle will be adjusted accordingly. Should any usage limit be exceeded, Wavenet may charge the Customer its standard pence

per minute charge for all calls which exceed the limit

2.4. **Termination of Hosted Telephony Services**

- 2.4.1. If the Customer cancels an ordered Service or any part of it, notwithstanding that such order has only been provisionally accepted by Wavenet, the Customer shall reimburse Wavenet for any costs incurred in preparing to deliver the Service in addition to the standard cancellation charge, as may be applicable at the time. Wavenet will take all reasonable steps to mitigate any such costs but in the case of the Customer cancelling an installation service then the Early Termination Charge may also include the cost of lost revenue incurred whilst Wavenet or Wavenet's Third Party Contractors re-allocate staff who would have otherwise been engaged in the Customer's installation where Wavenet cannot re-allocate such staff at short notice, and this does not constitute a penalty. If the Customer has had a site survey the Customer shall pay the full site survey charges. If the Service include any excess construction charges such charges will be payable in full by the Customer on cancellation of an ordered Service. If Wavenet has provided the Customer with any Equipment the Customer shall return such Equipment to Wavenet immediately in full working order at the Customer's cost and risk in accordance with clause 18.5.3 of the MSA
 - 2.4.2. Where the Customer is required to pay an Early Termination Charge pursuant to the MSA, the Customer shall pay to Wavenet to the Early Termination Charge which shall be calculated as follows:
 - 2.4.2.1. in respect of line rental, the Minimum Monthly Line Rental and Monthly License User Fees per month for the period from termination to the end of the Initial Term or Renewal Period (as appropriate); and
 - 2.4.2.2. in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Initial Term or Renewal Period
 - 2.4.3. Wavenet also reserves the right to charge a fee of £15.00 per number to cover administration and porting costs
- ### 2.5. **Charges for Hosted Telephony Services**
- 2.5.1. Charges for the Hosted Telephony Services shall, subject to the remainder of this clause 2.5 and the MSA, be as set out in the Order and shall be payable by the Customer in accordance with this clause 2.5 and the terms of the MSA
 - 2.5.2. Charges for site surveys and Charges for installation services shall be invoiced to the Customer in advance of the Start Date and any Charges relating to Minimum Monthly Line Rental, Monthly License User Fee, Call Charges or other usage Charges, if applicable, shall be invoiced to the Customer monthly in arrears

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- 2.5.3. Unless otherwise agreed by Wavenet in writing, any discount specified in the Order shall only apply during the Initial Term and shall not apply for any subsequent Renewal Period
- 2.5.4. Wavenet may from time to time vary Charges for any call destinations or Services not stated on the Order without notice and otherwise by giving the Customer notice
- 2.5.5. Where the Customer takes any bundled service the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle
- 2.5.6. Except as stated otherwise in the Order, for the purpose of calculating Call Charges all call durations will be rounded up to the next whole minute
- 2.5.7. All Charges due to Wavenet for traffic routed via any IP address to be used with the Hosted Telephony Service shall be paid in full by the Customer by the due date notwithstanding that such charges may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of Wavenet or its employees acting in the course of their employment) and whether or not they derive from installation and access arrangements which have been authorised by Wavenet
- 2.5.8. Wavenet reserves the right to charge the Customer for the costs of any remediation work required, together with the cost of any equipment used by Wavenet, to rectify a fault which is not a fault with the Hosted Telephony Service and/or where the fault is not caused by Wavenet, its Third-Party Contractor or Supplier

2.6. **Security Services for Hosted Telephony**

- 2.6.1. The Customer acknowledges that:
 - 2.6.1.1. Security Services only relate to the relevant systems and configuration on the date that the tests were performed and that, due to the constantly changing nature of information technology security risks, Wavenet cannot guarantee that the Security Services will identify all risks and/or threats to the Customer's systems; and
 - 2.6.1.2. in the course of providing the Security Services it may be necessary to demonstrate vulnerabilities by providing examples of material that has been observed on the relevant systems, some of which may be obscene, discriminatory or otherwise offensive or illegal. Wavenet shall have no liability in relation to any such material and the Customer must provide notice to Wavenet prior to Wavenet commencing the Security Services if the Customer does not wish to be provided with such material

- 3.1.1. In addition to the Customer's obligations pursuant to the Order, these Service Specific Conditions for Unified Communications & Voice and the terms of the MSA, the Customer agrees that during the Initial Term and any Renewal Period, the Customer will use the Outbound Service exclusively for the routing of all outbound telephony calls whether these be routed over PSTN, ISDN, SIP or utilising a new technology

- 3.1.2. The provisions of clause 3.1.1 shall not apply where Wavenet is unable to commence the provision of the Outbound Services due to any delay or failure in the transfer to Wavenet of any telephone number, provided that such delay or failure is not caused in whole or part by the Customer or any of its personnel

- 3.2. The Customer shall not allow any of member of its staff who is not an End User and/or any other unauthorised third party to access or use the Equipment and/or the Outbound Services and the Customer shall ensure that it shall not and that none of its staff or any third party (including any incoming third party supplier) shall add to, modify and/or interfere with such Equipment and/or Outbound Services. The Customer shall indemnify Wavenet for any and all losses incurred as a result of any such unauthorised access, including the cost of any remediation work required to be undertaken to restore the Services in accordance with clause 3.4.4 **Line Rental for Outbound Services**

- 3.2.1. The Customer agrees to the Previous Service Provider disclosing to Wavenet any information relating to the transfer or removal of equipment and/or services that relate to any line in respect of which Wavenet is to provide the Outbound Services prior to or during the connection or transfer to Wavenet

- 3.2.2. The Customer agrees to Wavenet charging the Customer a fee, as specified in the Order, for any relevant services and/or equipment transferred to Wavenet from the Previous Service Provider

- 3.2.3. The Customer shall ensure that the telephone numbers specified in the Order may be transferred to Wavenet from the Previous Service Provider and authorises their transfer to Wavenet. If Wavenet is unable to provide all or any part of the Outbound Services as a result of the Customer's failure to terminate its contract with the Previous Service Provider then, without prejudice to Wavenet's other rights and remedies, the Customer shall repay to Wavenet immediately on demand any volume-based discount, subsidy and/or other benefit given to the Customer up to that date, in which case the Charges shall be adjusted accordingly on notice to the Customer

3.3. **Indirect Access for Outbound Services**

- 3.3.1. The Customer shall permit Wavenet and its personnel access to the Customer Premises to program routing (as specified in the Order) in the Customer's telephone system to allow access to the Carrier's network

3. OUTBOUND SERVICES

3.1. **Use of the Outbound Services**

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3.3.2. The Customer shall be responsible for ensuring that the Customer Equipment (including any maintenance of the same) is not negatively affected in any way as a result of requesting and/or receiving the Outbound Services

3.3.3. If the Customer supplies Wavenet with incorrect information that results in the rejection of the Customer's order for the Outbound Services (in whole or in part) by the Carrier, then the Customer shall reimburse to Wavenet any rejection charges imposed on Wavenet by the Carrier (not to exceed five pounds sterling (£5.00) per telephone number) or such other limit as Wavenet reasonably specifies from time to time

will be liable for any Call Charges, Minimum Monthly Line Rental and other Charges incurred in the event of the Customer's continued use of the Services after the date of termination

3.4. **Charges for Outbound Services**

3.4.1. Line rental for the Outbound Services shall be invoiced to the Customer one (1) month in advance, all other charges relating to the Outbound Services shall be invoiced one (1) month in arrears. Such invoices shall be payable by the Customer in accordance with the MSA

3.4.2. Where the Customer takes any bundled service, the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle

3.4.3. Except as stated otherwise in the Order, for the purpose of calculating Call Charges all call durations will be rounded up to the next whole minute

3.4.4. Wavenet reserves the right to charge the Customer for any costs incurred, and for any necessary equipment used by Wavenet, to rectify a fault which is not a fault with the Outbound Services and/or where the fault is not caused by Wavenet, its Third-Party Contractor or Supplier

3.4.5. Wavenet may from time to time vary Charges for any call destinations or Services not stated on the Order without notice and otherwise by giving the Customer notice

3.4.6. The Customer acknowledges and agrees that it must comply with any limits or allowances specified by Wavenet's Supplier in connection with the Customer's use of the Outbound Services. Should any limit be exceeded by the Customer, Wavenet shall charge the Customer for any usage of the Outbound Services which exceeds such limits or allowances

3.4.7. Wavenet shall have no liability to the Customer for any charges incurred by the Customer for the use of other services (whether provided by Wavenet or any other supplier), and the Customer shall remain liable for any applicable line rental charges, during any period of suspension of the Services under this Agreement

3.4.8. Notwithstanding termination of the Agreement, the Customer

3.5. **Limitation of the Outbound Services**

3.5.1. Due to the nature of the Outbound Services Wavenet cannot guarantee that the Customer's outbound call traffic will always be conveyed via the Carrier, nor that the Customer will not be charged by another carrier for the conveyance of any outbound call. The Customer acknowledges and agrees that it will be responsible for all charges levied by the Carrier and/or any other carrier in relation to the Customer's use of the Outbound Services

3.5.2. The Customer acknowledges that, subject to clause 3.5.1, the Outbound Services are made available via the Carrier. The Customer acknowledges and agrees that it will be responsible for all Charges and costs levied by the Carrier and/or any other carrier in relation to the use of the Outbound Services by the Customer, anyone acting on its behalf and/or any third party

3.6. **Suspension of Outbound Services**

3.6.1. If BT (where relevant) or the Carrier suspends or terminates Carrier pre-selection for the Outbound Services, Wavenet shall notify the Customer as soon as is reasonably possible after becoming aware of such suspension and shall use reasonable endeavours to reinstate the Carrier pre-selection for the Outbound Services but where reinstatement is not possible Wavenet shall have no liability in respect of such suspension or termination

3.7. **Termination of Outbound Services**

3.7.1. If the parties agree to exclude a telephone number from the Outbound Services prior to connection to the Carrier's network, the Customer shall reimburse to Wavenet any circuit cancellation charges levied on Wavenet by the Carrier for that telephone number and the Customer shall pay to Wavenet an administration fee of £50 per telephone number (or such other amount as Wavenet reasonably specifies from time to time) within fourteen (14) days of such cancellation

3.7.2. Either party may terminate the Agreement in relation to the Outbound Voice Services in accordance with these Service Specific Conditions for Unified Communications & Voice and the terms of the MSA

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3.7.3. Wavenet may terminate the Agreement in relation to the Outbound Services where BT or the Carrier rejects an order to provide such Outbound Services to the Customer after the survey of the Customer Premises has been completed, and to invoice the Customer for all costs levied on Wavenet by the Carrier which relate to that order

3.7.4. Without prejudice to any of Wavenet's rights and remedies, if the Customer ceases to use the Carrier for the Outbound Services at any time during the Initial Term or any subsequent Renewal Period, the Customer shall remain liable for the cost of any calls made via its Equipment or Customer Premises (including any such calls made fraudulently by third parties)

3.7.5. Wavenet may suspend or withdraw the SIP "Presentation CLI" Service with immediate effect without liability to the Customer where:

3.7.5.1. following the configuration change relating to the IP "Presentation CLI" Service, the Customer fails to make at least one test call using the SIP "Presentation CLI" Service within twenty (20) working days of the date of such change;

3.7.5.2. the Customer reverses the configuration change;

3.7.5.3. the presentation number related to the Outbound Services is being misused in any way; and/or

3.7.5.4. the presentation number is connected to a revenue sharing number that generates excessive or unexpected call charges

3.8. **Consequences of Termination and Minimum Spend for Outbound Services**

3.8.1. If the Outbound Service is disconnected, or the Agreement is terminated, prior to expiry of the Initial Term or any subsequent Renewal Period, the Customer shall pay to Wavenet an Early Termination Charge in accordance with the MSA which shall be calculated as follows:

3.8.1.1. in respect of line rental, the Minimum Monthly Line Rental from termination to the end of the Initial Term or Renewal Period (as appropriate); and

3.8.1.2. in respect of call and other non-periodic charges, the Minimum Monthly Call Charges per month for the period from such termination to the end of the Initial Term or subsequent Renewal Period; and

3.8.1.3. any charge imposed on Wavenet by the Carrier

3.8.2. Wavenet also reserves the right to charge to the Customer a fee of £15.00 per number or £15.00 per channel for ISDN services to cover administration and porting costs.

4. **INBOUND VOICE SERVICES**

4.1. **Transfer of NGNs for Inbound Voice Services**

4.1.1. The Customer authorises Wavenet to procure the transfer to Wavenet of any NGN and related services to form part of the Inbound

Voice Services, from any Previous Service Provider

4.2. **Use of the Inbound Voice Services**

4.2.1. In addition to the Customer's obligations pursuant to this Agreement, including these Unified Comms & Voice Service Specific Conditions and the terms of the MSA, the Customer agrees that during the Initial Term and any subsequent Renewal Term, the Customer will use the Inbound Voice Services for the routing of all inbound telephony calls to NGN's that are specified in the Order

4.2.2. The Customer shall not route calls to a mobile or international (except international outbound) telephone number, to an NGN that is not specified in the Order, to any telephone exchange line that is not on the fixed public switched telephone network or to a premium rate service, other than as specified in the Order. If the Customer breaches this clause 4.2.2 then, without prejudice to any other rights and remedies that Wavenet may have, Wavenet shall be entitled to charge the Customer £7.50 per minute for each call in respect of which the Customer is in breach

4.2.3. The Customer acknowledges that an NGN supplied by Wavenet or its Supplier does not belong to, and shall not become the property of, the Customer and shall remain the property of Wavenet or its Supplier

4.2.4. The Customer shall not register or apply for registration of an NGN supplied by Wavenet or its Supplier as a trade or service mark or similar, whether on its own or in conjunction with any other word, number, or trading style

4.2.5. As the Supplier is entitled at its sole discretion at any time to withdraw or change any NGN supplied by it, Wavenet shall be entitled at any time to withdraw or change any such NGN supplied by the Supplier to the Customer upon giving the Customer reasonable prior notice

4.2.6. Wavenet reserves the right to withdraw, or make additional rental charges to the Customer for, any NGN supplied pursuant to the Agreement on thirty (30) days' notice if that NGN is not used within two (2) months from Connection

4.2.7. The Customer is responsible for ensuring that all NGNs listed in the Order are correct and are required by the Customer

4.2.8. The Customer shall not allow any of member of its staff who is not an End User and/or any other unauthorised third party to access or use the Equipment and/or the Inbound Services and the Customer shall ensure that it shall not and that none of its staff or any third party (including any incoming third party supplier) shall add to, modify and/or interfere with such Equipment and/or Inbound Services. The Customer shall indemnify Wavenet for any and all losses incurred as a result of any such unauthorised access, including the cost of any remediation work required to be undertaken

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to restore the Services in accordance with clause 4.5.6

4.3 **Revenue Share for Inbound Voice Services**

- 4.3.1 If the parties agree a Revenue Share Agreement, subject to the remainder of this clause 4.3, Wavenet shall make revenue share payments due to the Customer pursuant to the Revenue Share Agreement by BACS transfer within sixty (60) business days of the end of the calendar month in respect of which the revenue share payment is due
- 4.3.2 Subject to the remainder of this clause 4.3.2, commencing on the beginning of the first whole calendar month following agreement of the Revenue Share Agreement until the last whole calendar month during the term of the Revenue Share Agreement, if the Revenue Share Threshold in one month is achieved or exceeded by the NGNs supplied by or on behalf of Wavenet, then Wavenet will calculate the revenue share payment by multiplying the Total Minutes for that calendar month by the relevant pence-per-minute revenue share payment as set out in the Revenue Share Agreement. Following calculation of the revenue share payment due to the Customer (if any) in accordance with the Revenue Share Agreement and this clause 4.3.2, Wavenet shall provide a summary of such calculation to the Customer
- 4.3.3 If any Supplier fails to pay Wavenet the sums due to it in relation to call minutes that are routed over the Supplier's network then such call minutes shall be excluded from the calculation of the revenue share payment until such time as Wavenet receives payment from the Supplier for such minutes, in which Wavenet shall pay the Customer the sums due in relation to those minutes with the next revenue share payment due to the Customer
- 4.3.4 Wavenet reserves the right to:
- 4.3.4.1 reduce the pence-per-minute revenue share rate and/or terminate the Revenue Share Agreement if any Supplier reduces the amount it pays Wavenet for call minutes that are routed over that Supplier's network
- 4.3.4.2 reduce the pence-per-minute revenue share rate, and/or terminate the Revenue Share Agreement if required or advised to do so as a result of a change of regulatory (including Ofcom) and for this to be backdated to the date the change takes effect. If the backdating means that Wavenet has overpaid the Customer any revenue share payment, then Wavenet may either set off the overpayment against its next revenue share payment (if

any) or invoice the Customer for the overpayment

- 4.3.4.3 cease payment to the Customer under a Revenue Share Agreement upon thirty (30) days' notice, or immediately upon notice if there is a material deterioration in Wavenet's reasonable opinion in the Customer's financial standing
- 4.3.5 Payments by Wavenet under a Revenue Share Agreement are subject to the Customer complying with Wavenet's self-billing procedure from time to time
- 4.3.6 If the Customer disputes Wavenet's calculation of the revenue share payment due to it in respect of any calendar month, Customer must notify Wavenet of the same within thirty (30) days of the date Wavenet pays the Customer the disputed amount. If the Customer fails to notify Wavenet of any disputed revenue share payment within this 30 day notice period, then the customer shall waive all rights to dispute the disputed amount and file any claim

4.4 **Anticipated Monthly Forecast and Anticipated Monthly Spend for Inbound Voice Services**

- 4.4.1 If requested, the Customer must promptly provide Wavenet with an accurate forecast of the Customer's Monthly Minutes (including number of calls), including a daily profile for any specified period of the Agreement. The Anticipated Monthly Minutes and Anticipated Monthly Spend for the period covered by the forecast shall be updated accordingly
- 4.4.2 The Customer must give Wavenet seven (7) days' prior notice of any proposed campaign which is expected in "Busy-Hour" (as defined below) to generate inbound calls using the Inbound Voice Services which is seventy-five per cent (75%) or more, higher than the Anticipated Monthly Forecast. For the purposes of this clause, "Busy-Hour" means the hour of the day in which the highest number of telephone calls is received by the Customer using the Inbound Voice Services
- 4.4.3 The Customer must notify Wavenet if at any time the Customer expects that it will receive more than five hundred (500) call attempts in any fifteen (15) minute period via the Inbound Voice Services
- 4.4.4 Subject to the provisions of the MSA Terms, Wavenet shall have no liability to the Customer in respect of any breach of the Agreement which is caused in whole or part by the Customer's failure to comply with this clause 4.4

4.5 **Charges for Inbound Voice Services**

- 4.5.1 Charges for the Inbound Voice Services shall, at the Start Date, be as set out in the Order and payable in accordance with the MSA Terms
- 4.5.2 Charges relating to the provision of the Connection shall be invoiced in advance on the Start Date and shall not be refundable to the Customer if the Agreement is terminated or varied for any reason

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- 4.5.3 Charges comprising Minimum Monthly Line Rental relating to the Inbound Voice Services shall be invoiced monthly in advance. The first monthly charge shall be invoiced pro-rata for the period commencing on the Start Date and ending on the last day of that calendar month
- 4.5.4 Call Charges, and any other charges due in relation to the Inbound Voice Services which are not specified in this clause 4.5, shall be invoiced to the Customer one (1) month in arrears
- 4.5.5 Where the Customer takes any bundled service the Customer agrees to pay for all chargeable items which are excluded from or exceed the allowance of the bundle
- 4.5.6 Wavenet reserves the right to charge the Customer for any costs incurred, and for any necessary equipment used by Wavenet, to rectify a fault which is not a fault with the Inbound Voice Services and/or where the fault is not caused by Wavenet, its Third-Party Contractor or Supplier

4.6 Varying NGNs for Inbound Voice Services

- 4.6.1 If the parties agree to exclude an NGN which was to be supplied by or on behalf of Wavenet from the Inbound Voice Services prior to Connection, the Customer shall reimburse Wavenet in full and on demand for any circuit cancellation charges levied on Wavenet by a Supplier in respect of that NGN and the Customer shall pay to Wavenet an administration fee of £50.00 per NGN excluded from the Inbound Voice Services, which shall be payable within fourteen (14) days of such cancellation

4.7 Termination and Consequences of Early Termination of Inbound Voice Services

- 4.7.1 Either party may terminate the Agreement in respect of the Inbound Voice Services in accordance with the terms of the MSA and/or these Unified Comms & Voice Service Specific Conditions
- 4.7.2 If the Customer is required to pay an Early Termination Charge pursuant to the terms of the MSA, the Early Termination Fee in respect of the Call Charges due for the remainder of the Initial Term or subsequent Renewal Period in respect of those Charges comprising:
 - 4.7.2.1 The Customer shall pay Wavenet the greater of (i) 3 pence per minute for the average number of minutes used per month multiplied by the number of months remaining in the Initial Term or subsequent Renewal Period; or (ii) Minimum Monthly Call Charges
 - 4.7.2.2 The average number of minutes used shall be calculated using either (i) the 6 highest months of use; or (ii) if the Customer has billed less than 6 months, the highest single billed month shall be deemed to be

the average; or (iii) if the Customer has a Revenue Share Agreement but has not received any revenue share then the average number of minutes shall be the Anticipated Monthly Minutes

- 4.7.3 The Customer shall reimburse Wavenet in full and on demand for any termination charge imposed on Wavenet by the Carrier **4.8 Premium Rate Regulator for Inbound Voice Services**

- 4.8.1 The Customer shall comply with all applicable rules, regulations, codes of practice and/or directions issued by the Premium Rate Regulator and shall promptly provide to Wavenet any information or documentation required to allow Wavenet to comply with the same
- 4.8.2 Wavenet may without liability or obligation to the Customer and with or without notice:
 - 4.8.2.1 suspend or terminate the Customer's access to the Inbound Voice Services or any part of them
 - 4.8.2.2 withhold and/or pay over to the Premium Rate Regulator any payment due to the Customer under any Revenue Share Agreement
 - 4.8.2.3 pass to the Premium Rate Regulator any information related to the Customer or its use of the Inbound Voice Services irrespective of any duty of confidentiality to the Customer
 - 4.8.2.4 take any other action in each case if requested to do so by the Premium Rate Regulator

5. GENERAL

- 5.1 Where the Customer is a Domestic or Small Business Customer within the definition of the Ofcom Regulations (being a Customer that employs ten employees or less) upon the expiry of the Initial Term, unless the Customer provides written notice to terminate the Agreement in accordance with clauses 3.2 and 18.3 of the MSA, this agreement will auto renew for successive 90 day periods, until terminated in accordance with clauses 3.2 and 18.3
- 5.2 The Customer shall be solely responsible for preventing unauthorised use of the Services and for all costs or charges relating to the use of the Services (whether malicious, fraudulent or otherwise) by the Customer or a third party, whether from or within the Customer's organisation, via any internet protocol address used by the Customer or via external means
- 5.3 The Customer, in its use of the Services, shall not do anything, or cause anything to be done that could cause Wavenet to lose or breach its Authorisation

6. INBOUND MINUTES PACKAGES

- 6.1. The Customer acknowledges and agrees that once the Inbound Mins Package has been exceeded, calls will be charged in accordance with the standard rate card.

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- 6.2. Wavenet will provide the Inbound Mins Package exclusively for UK local/national termination, delivery to any other destination will be classed as out of package and will be charged in accordance with the standard rate card.
- 6.3. Fair usage applies to the 0800 Inbound Mins Package, where the total of mobile originating minutes does not exceed more than 70% of the total minutes. Wavenet reserves the right to withdraw the Inbound Mins Package if the Customer exceeds such fair usage policy.
- 6.4. The minutes available on an Inbound Mins Package will only be available per calendar month and any unused minutes cannot be rolled over to a subsequent month and will be forfeited.

6.5. SCHEDULE 1 -RINGCENTRAL SERVICES This schedule 1 governs the RingCentral Services that may be provided by Wavenet under an Order, together with any other document or terms and conditions referred to in the Order including but not limited to the MSA and Service Specific Condition for Supporting Services, which shall be deemed to be incorporated into the Agreement for the performance of any RingCentral Services provided under this clause.

In the event of any conflict between this schedule 1, the MSA, or Service Specific Condition for Supporting Services, this schedule 1 shall take precedence for the purposes of the RingCentral Services only.

1 DEFINITIONS

1.1 Capitalised terms used in this schedule 1 shall have the following meanings for the purposes of this schedule 1 only:

- “Additional Calling Credits” means minutes for RingEX Services that can be purchased in addition to any Inclusive Minutes which are included in the relevant RingEX Tier purchased;
- “Additional Charges” means any charges which the Customer may incur as a result of: (i) the activation of additional features; (ii) exceeding the agreed usage or storage thresholds; and/or (iii) any other usage;
- “Additional Services” means any RingCentral Services which are added to an existing Customer Account;
- “Administrative Portal” means the online administrative portal through which administrators can control settings and manage their accounts;
- “Auto-Purchase” means the automatic addition of Calling Credits to the Customer Account when the combined usage of all End Users exceeds the total Inclusive Minutes associated with the relevant RingEX Tier (together with any pre-purchased Additional Calling Credits) or when an End User makes calls which attract Additional Charges. The value by which such Calling Credits will be added to the Customer Account is as specified in the Order, or if no amount is specified, then in increments of £20;
- “Calling Credits” means any minutes available for use on a Customer Account, whether Inclusive Minutes, Additional Calling Credits or credits added using the Auto-Purchase feature;

“Contact Centre Services” means either RingCentral Contact Centre Services or RingCX Services as identified in the Order;

“Contact Centre Services Fee” means the fee payable in respect of the Contact Centre Services, including: (i) the licence fee per Seat; (ii) Usage, including any overage; and (iii) any other charges and fees as set out in the Order;

“Agreement Seats” means any Seats which are added for the duration, or remaining duration, of the Term other than On-Demand Seats;

“Current Term” means the Initial Term, or where the Initial Term has ended, the current Renewal Term;

“Customer Account” means the numbered account established by the Vendor and associated with the Customer and the RingCentral Services;

“End Points” means an application or device through which any End User might access and/or use any of the RingCentral Services, including Internet Protocol (“IP”) desk phones, desktop clients, web clients, mobile applications, and/or software integrations;

“EULA” means the RingCentral Terms of Service which can be found at: <https://www.ringcentral.com/gb/en/legal.html>;

“Extension-to-Extension Calls” means calls made and received between End Points on the Customer Account with the Vendor, regardless of whether the calls are domestic or international;

“External Calls” means calls made to or received from external numbers on the PSTN that are not on the Customer Account with the Vendor;

“Inclusive Minutes” means the number of minutes included as standard with the relevant RingEX Tier specified in the Order. Domestic minutes are apportioned on a per End User basis and are pooled at an account level and free-phone minutes are apportioned per account;

“International Minutes” means RingEX Calling Credits specifically designated for international calls;

“Minimum Seats” means the number of Agreement Seats as identified in the Order and for which the Customer will be invoiced regardless of the use thereof;

“On-Demand Rate” means the charges payable in respect of On-Demand Seats which are invoiced at a per Seat premium in addition to the Agreement Centre Services Fee;

“On Demand Seats” means Seats which can be added on an ad-hoc basis for as long as required and which may be removed during the Current Term;

“Online UC RingCentral Contact Centre Rate Card” means the rate card applicable to RingCentral Contact Centre Services which is available on request;

“Online UC RingCentral RingCX Rate Card” means the rate card applicable to RingCentral RingCX Services which is available on request;

“PSTN” means a public switched telephone network;

“Renewal Term” means twelve months;

“Restricted Person” means any person listed on or covered by any applicable list of sanctioned parties for export, import or financial transactions which is administered by the United States, United Nations, United Kingdom or European Union or other applicable foreign country;

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“RingCentral Contact Centre Services” means a contact centre solution consisting of inbound and outbound media routing, queuing, and distribution, and related services, applications, and features;

“RingCX Analytics” means an analytics and business intelligence solution that uses a logical data model with enhanced metrics and attributes to offer accurate and detailed insights for improved contact centre performance and data-driven decision-making;

“RingCX Services” means a cloud-based, contact centre and omnichannel communications solution consisting of inbound and outbound voice media routing, queuing, and distribution as well as digital channel management, and related services, applications, and features;

“RingEX Services” means message video phone services;

“RingEX Tier” means the tier of service purchased from the available options as specified in an Order;

“Sanctions and Export Laws” means any law, regulation, statute, prohibition or wider measure relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures;

“Seat” means a licence for a single named person or concurrent users that use the Contact Centre Services;

“RingCentral Services” means the Services to be provided by Wavenet to the Customer in accordance with this schedule 1, as specified in an Order;

“UC Platform” means the unified communications platform that is used to host the RingCentral Services;

“Usage” means the charges in respect of: (i) data storage; (ii) ports; and/or (iii) calls, including local, long-distance (UK national), international and toll-free or free phone calls as specified in the Administrative Portal and as updated from time to time and which form part of the Contact Centre Services Fee; and

“VoIP” means voice over internet protocol, which is the set of rules that makes it possible to use the internet for telephone and/or videophone communication.

All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the MSA, or Service Specific Conditions for Supporting Services.

2. COMMENCEMENT DATE AND INITIAL TERM

2.1 The Start Date of the RingCentral Services shall be the date specified as such in the Order or, if no date is specified by Wavenet.

2.2 The Start Term for the RingCentral Services shall be as set out in the Order, or if no Initial Term is specified, 36 (thirty six) calendar months from and including the Start Date.

3. RENEWAL

3.1 Notwithstanding any provisions to the contrary set out in this Agreement, upon expiry of the Initial Term, the RingCentral Services shall automatically renew for the Renewal Term, and subsequent Renewal Terms thereafter, unless and until terminated by the Customer giving not less than 6 (six) months’ prior written notice to Wavenet to terminate, such termination to be effective from the end of the Current Term.

4. LICENCE

4.1 The Customer shall and shall procure that all End Users comply at all times with the terms of the EULA.

4.2 The following provisions in the EULA shall be disregarded:

4.2.1 section 3 (Invoicing and Payment);

4.2.2 section 2.A. (Ordering);

4.2.3 section 2.E. (Service Duration);

4.2.4 section 4.B. (Customer Care);

4.2.5 section 6 (Termination);

4.2.6 section 14.B. (Assignment); and

4.2.7 section 14.P. (Publicity).

5. CHARGES

5.1 The Customer shall pay the Additional Charges as specified in the Administrative Portal, the Online UC RingCentral Contact Centre Rate Card, the OnlineUC RingCentral RingCX Rate Card or if no Additional Charges are specified, the Customer shall be liable for Additional Charges at the same rate at which Wavenet is charged for them by the Vendor

5.2 The Additional Charges will be invoiced monthly in arrears.

6. SOFTWARE UPDATES

6.1 Wavenet and/or the Vendor may push software updates and patches directly to the Customer and/or End Users’ device(s) from time to time and the Customer will ensure that they are not prevented from doing so.

6.2 The Customer shall and shall ensure that all End Users promptly implement all fixes, updates, upgrades and replacements of Vendor and/or third party software that may be made available by Wavenet and/or the Vendor.

6.3 Neither Wavenet nor the Vendor shall be liable for any inoperability of the RingCentral Services or for any other service failures and/or knock-on effects which arise as a result of the Customer and/or End Users’ failure to implement the required changes as set out in paragraph 6.1 above, in a timely manner.

7. RINGEX SERVICES

7.1 The following provisions apply to Calling Credits for RingEX Services:

7.1.1 Inclusive Minutes will only be applied to domestic calls and to calls to certain countries within the EMEA region, as specified in the Administrative Portal;

7.1.2 Auto-Purchase will be used to automatically add additional credits to the Customer’s Account when the designated threshold is reached;

7.1.3 Customers have the ability to pre-purchase Additional Calling Credits and International Minutes as bundles of 1 (one) minute increments; and

7.1.4 Inclusive Minutes and Additional Calling Credits reset monthly and cannot be rolled over to the following month, whereas credits purchased using the Auto-Purchase feature will remain valid for 12 (twelve) calendar months following the date of purchase.

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- 7.2 International calls are charged according to the destination of the call. The applicable rates can be found in the Administrative Portal.
- 7.3 Extension-to-Extension Calls do not incur any usage charges unless and until they are forwarded to a number which results in them becoming External Calls.
- 7.4 Inbound free-phone calls are deducted from Inclusive Minutes, additional minute bundles or charged as overage at the rates currently in effect, as indicated in the Administrative Portal.

8. GENERAL

- 8.5 The Customer confirms that neither it nor any End User is a Restricted Person nor is the Customer owned or controlled by any person that is a national, citizen or otherwise resident in any country that is the subject of export controls and/or economic sanctions.
- 8.6 The Customer shall immediately notify Wavenet if it or any End User becomes a Restricted Person or comes to be owned or controlled by any person that is a national, citizen or otherwise resident in any country that is the subject of export controls and/or economic sanctions.
- 8.7 If the Customer has any reason to believe that it or any End User may have taken action that would be in violation of any Sanctions or Export Laws then it shall immediately upon first becoming aware, and in any event, within 2 (two) Business Days, notify Wavenet of the potential violation.
- 8.8 Wavenet and/or the Vendor may terminate, suspend or modify the affected RingCentral Services in the event that any changes to Relevant Laws prohibit or otherwise materially interfere with their ability to provide the RingCentral Services in accordance with the Agreement. Where reasonably practicable Wavenet and/or the Vendor shall provide written notice to the Customer prior to any such termination, suspension, or modification.

9 MAINTENANCE OF THE ONLINE UC RINGCENTRAL SERVICES

- 9.4 Wavenet reserves the right to take down applicable servers and infrastructure related to the UC Platform to conduct routine maintenance checks ("Scheduled Maintenance") or in the event of any emergency.
- 9.5 Wavenet will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption.
- 9.6 Wavenet will have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the UC Platform or any part of it due to Scheduled Maintenance or emergency maintenance.

10 VOICE OVER INTERNET PROTOCOL

- 10.4 The Customer acknowledges and agrees that the UC Services are VoIP services. Wavenet draws the following features of VoIP services to the Customer's attention:
 - 10.4.1 VoIP service may not offer a like for like comparison to features the Customer may expect from a PSTN based phone line;
 - 10.4.2 a VoIP service may be unavailable or disrupted due to events beyond Wavenet's

control e.g. power disruptions, connection failures or degradation to the quality of any data connection;

- 10.4.3 if the Customer uses the VoIP service to make emergency calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;
- 10.4.4 emergency calls made using a VoIP service may fail if there is a power failure or connection failure;
- 10.4.5 the ability for the Customer to make emergency calls cannot be guaranteed;
- 10.4.6 a VoIP originated emergency call will not receive the same network priority at all points on the network as that which an emergency call made on a mobile network or on a PSTN (public switched telephone network) line will receive; and
- 10.4.7 the Customer's equipment used to access a VoIP service requires mains power to make emergency calls.

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SCHEDULE 2 - GAMMA HORIZON SERVICES

This schedule 2 governs the Gamma Horizon Services that may be provided by Wavenet under an Order, together with any other document or terms and conditions referred to in the Order including but not limited to the MSA, and Service Specific Conditions for Supporting Services, which shall be deemed to be incorporated into the Agreement for the performance of any Gamma Horizon Services provided under this schedule 2.

In the event of any conflict between this schedule 2, the MSA, or Service Specific Conditions for Supporting Services, this schedule shall take precedence for the purposes of the Gamma Horizon Services only.

1. DEFINITIONS

1.1 Capitalised terms used in this schedule 2 shall have the following meanings for the purposes of this schedule 2 only:

“Acceptable Use Policy/EULA” means as set out in Schedule 1 to this document;

“Service Literature” means the relevant service literature provided by Wavenet to the Customer relating to the Gamma Horizon Services, as updated from time to time;

“Subscription” means the relevant subscriptions for the Gamma Horizon Services, including the relevant UC Applications, which the Customer is subscribing to for the purposes of the Gamma Horizon Services as set out in the Order;

“UC Platform” means the unified communications platform that is used to host the Gamma Horizon Services; and

“VoIP” means voice over internet protocol, which is the set of rules that makes it possible to use the internet for telephone and/or videophone communication.

1.2 All capitalised terms in this schedule 2, which are not defined in paragraph 1.1, shall have the meanings stated in the MSA, or Service Specific Conditions for Supporting Services.

2. GENERAL

2.1 The Gamma Horizon Services support emergency call services (999/112) and such calls will be routed to the national emergency call handling agents. However, the Customer acknowledges that VoIP services do not operate in the same way as a traditional public switched telephone network (PSTN) fixed line. Public emergency call services and connection to such services (999/112) may not be possible in the event of a service outage caused by loss of the Customer’s connectivity to the internet for whatever reason. In such circumstances the Customer should use its PSTN line to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify the Customer’s location and telephone number so this information should be stated promptly and clearly by the Customer when making such a call.

2.2 The Customer acknowledges that the Gamma Horizon Services constitute and are sold as a private service for use for specific applications and

that, as regards public emergency call services, confer only limited service at agreed defined locations. It is not sold as a full public service.

2.3 The Customer will not be charged for calls to 01, 02 and 03 numbers made from the Gamma Horizon Services subject to the following conditions, applied against the Customer’s account:

2.3.1 The total number of calls by the Customer per Subscription to 01/02/03 terminations and/or to UK mobiles in accordance with paragraph 2.4 shall not exceed 5,000 (five thousand) minutes per month. Where the Customer has exceeded that limit it will be subject to a price per minute for the total volume of calls according to the existing rate card currently associated with the Customer’s account. In addition, calls to numbers beginning 03 shall not exceed 15% of the total calls made by the Customer.

2.3.2 Wavenet reserves the right to further vary pricing or terminate connectivity if Services are being used for arbitrage or artificial inflation of traffic.

2.4 The Customer will not be charged for calls made to UK mobiles made from the Gamma Horizon Services with the following FM codes, which may be updated from time to time by not less than 30 (thirty) days’ notice to the Customer, subject to the conditions set out in paragraphs 2.3.1 and 2.3.2:

Description	CountryCode	CityCode
UK Mobile O2	UKN	FM1
UK Mobile Orange	UKN	FM4
UK Mobile Other	UKN	FM2
UK Mobile T Mobile	UKN	FM3
UK Mobile Vodafone	UKN	FM5
UK Mobile Virgin	UKN	FM3A
UK Mobile Hutchison 3G	UKN	FM6
UK Mobile BT Fusion	UKN	FM8
UK Mobile Opal	UKN	FM7
UK Mobile Voice and Data	UKN	FM10
UK Mobile Virtual 1	UKN	FM11
UK Mobile Virtual 2	UKN	FM12
UK Mobile Magrathea	UKN	FM9
UK Mobile Cable and Wireless	UKN	FM16

3. PLATFORM LICENCE

3.1 The Gamma Horizon Services remove the need for the Customer to have a PBX on-site. The Customer will access the Platform via a secure portal.

3.2 Wavenet, as authorised by the Vendor, grants to the Customer a non-exclusive licence to have access and to use the Platform in accordance with the Service Literature during the term.

3.3 The Customer understand and agrees that the licence granted under paragraph 3.2 is subject to the following limitations:

3.3.1 the Platform may only be used by authorised users of the Customer; and

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- 3.3.2 the Customers complying at all times with the terms of the Acceptable Use Policy/EULA, and ensuring that all authorised users who use the Platform agree to and comply with the terms of the Acceptable Use Policy/EULA.
- 3.4 Except to the extent mandated by applicable law or expressly permitted in this Agreement, the Customer shall not, and shall ensure that its End Users shall not:
- 3.4.1 sub-licence its right to access and use the Platform save as expressly set out in this Agreement and without prejudice to paragraph 3.3, any permitted
 - 3.4.2 sub-licence must be on terms which are consistent with the provisions of this Agreement (in particular the obligations in this paragraph 3.4;
 - 3.4.3 allow any unauthorised person to access or use the Platform by means of a user account, the portal or otherwise;
 - 3.4.4 re-publish or re-distribute the Platform, or provide services to third parties using the Platform save as expressly set out in this Agreement; and
 - 3.4.5 alter or adapt or edit the Platform, save as expressly permitted by the Service Literature or this Agreement.
- 3.5 Save to the extent expressly provided otherwise in this Agreement, the Customer does not have any right to access the object code or source code of the Platform, either during or after the end of the Term.
- 3.6 All Intellectual Property Rights in the Platform shall be the exclusive property of the Vendor or its suppliers unless otherwise agreed between the parties in writing.
- 4 HARDWARE (HANDSETS)
- 4.1 The Gamma Horizon Services are only compatible with the list of approved hardware (handsets) supplied as part of the Services. All hardware is sold or provided with the Gamma Horizon settings pre-configured. Handsets supplied for use with these Gamma Horizon Services cannot be used with any other UC service and Wavenet is under no obligation to adapt any handset for general use at any time either before or after title passes to the Customer (where applicable). The Vendor does not offer a service to unlock the handset and remove these settings at the end of this Agreement.
- 4.2 The Gamma Horizon Services are not compatible with third party handsets and as such all handsets and replacement handsets will need to be purchased from Wavenet.
- 4.3 Unless otherwise agreed on the Order, title to any handsets supplied by Wavenet or the Vendor without separate charge as part of the Gamma Horizon Services shall remain with Wavenet (or its Vendors as applicable). Wavenet may at its entire discretion transfer title to the Customer at any time by notice in writing.
- 4.4 In the event of loss or damage to a handset (excluding normal wear and tear) whilst title remains with Wavenet or its Vendors, Wavenet shall be entitled to invoice the Customer with the cost to Wavenet of a replacement handset and the Customer shall pay any such invoice according to its then current terms of payment with Wavenet.
- 5 CUSTOMER OBLIGATIONS
- 5.1 The Customer will use and access the Gamma Horizon Services in accordance with the Service Literature.
- 5.2 The Customer acknowledges that Gamma Horizon Services, like all IP offerings, needs to be delivered over a voice focused and managed network, ensuring that the required amount of bandwidth has been provided based on the number of consecutive calls and codec (G729, 711, 722) being used. Unless otherwise set out in the Order that Wavenet is responsible for providing or otherwise configuring the related connectivity services, the Customer is responsible for:
- 5.2.1 ensuring that the required amount of bandwidth is been provided based on the number of consecutive calls and codec (G729, 711, 722) being used; and
 - 5.2.2 configuring the Customer's connectivity services, including applying the appropriate settings to the Customer's router to support the Gamma Horizon Services; in each case accordance with the Service Literature.
- 5.3 Unless otherwise expressly agreed to be provided by Wavenet in the Order, the Customer is responsible for ensuring that full CAT5/6 structured cabling is in place and of good quality with a suitable maintenance Agreement in order to operate.
- 5.4 Gamma recommends that all service user access stations are equipped with 2 separate cabling access points for voice and data usage.
- 5.5 The Customer will ensure that the Site has sufficient space to host the access router & any power over Ethernet equipment in their chosen location and sufficient power to this location.
- 5.6 The music on hold (user) feature allows users to enable or disable music on hold on a per call basis. Where the customer chooses to upload and use its own audio files other than the preloaded default audio files, then it is the Customer's responsibility to obtain the necessary licence rights for the use by the Customer of such files ("Customer Content"). Wavenet and the Vendor will have no responsibility for any infringement of any third party intellectual property or other rights as a result of the uploading or use of any Customer Content by the Customer. By using the upload facility for Customer Content the Customer agrees to indemnify Wavenet and the Vendor accordingly

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against any third party claims for such infringement.

5.7 The Customer will, unless otherwise expressly agreed to be provided by Wavenet under this Agreement:

5.7.1 provide to Wavenet and the Vendor (or their subAgreementors):

a) all necessary co-operation in relation to the Gamma Horizon Services; and

b) all necessary access to such information as may be reasonably required by the Vendor, in order to be able to supply the Gamma Horizon Services;

5.7.2 ensure that it utilises a browser described in Schedule 2 below;

5.7.3 ensure that its systems are properly maintained, supported and updated;

5.7.4 ensure that all of its relevant third party suppliers co-operate with Wavenet and/or the Vendor (as applicable) in relation to the set-up and performance of the Gamma Horizon Services;

5.7.5 ensure that it has all rights necessary to allow the Vendor to interface with the Customer's systems as necessary for the performance of the Gamma Horizon Services;

5.7.6 provide such personnel assistance as may be reasonably requested by Wavenet from time to time in regards to the continued support and operation of the Gamma Horizon Services;

5.7.7 be responsible for procuring and maintaining all relevant network connections and telecommunications links from its systems to the Platform, and for all problems, conditions, delays, delivery failures and other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet;

5.7.8 and carry out all other Customer responsibilities in a timely and efficient manner; and in the event of any delays caused by the Customer in the provision of such assistance as agreed by the parties, Wavenet may adjust any timetable or delivery schedule set out in this Agreement as reasonably necessary.

5.8 In the event that any of the provisions of paragraphs 3.3, 3.4 or 5.7 are breached by the Customer, the Customer shall have 24 (twenty four) days to remedy the breach. In the case the breach is not remedied in the 24 (twenty four) day period, the Vendor reserves the right to terminate the Gamma Horizon Services by a further 14 (fourteen) days' notice.

5.9 The Customer agrees to provide to Wavenet for each network termination point full details of the Customer's name and address (including post code), which Wavenet is authorised to provide to the Vendor to enable the Vendor to fulfil its obligations under Ofcom regulations to pass such details on to the relevant Carriers.

6 EXCLUSIONS

6.1 The Gamma Horizon Services does not at present support the following features or services:

6.1.1 analogue phones and devices, although a terminal adapter box can be used to connect these if required;

6.1.2 ISDN Data calls;

6.1.3 numbers not allocated to the Platform;

6.1.4 international number presentation (as the presentation of a UK CLI across International carriers cannot be guaranteed)

6.1.5 mobile numbers being added to the Gamma Horizon call routing purposes;

6.1.6 the use of Fax with an analogue adaptor on Horizon;

6.2 Training for the Customer and/or End User is not included in the Services, unless otherwise expressly agreed to be provided in the Order.

6.3 Wavenet does not issue any IP Address to be used with the Gamma Horizon Services. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. Wavenet reserves the right to withdraw or change this address if for any reason the address ceases to be available.

6.4 Wavenet does not guarantee any aspect of setting up and conducting a VoIP call over any mobile network, whether using the Gamma Horizon mobile client or desktop client on a tethered laptop. Mobile networks provide no prioritisation of signalling and voice payload packets and some networks will either block or slow down VoIP packets.

7 Not used

8 CLI PRESENTATION

8.1 The Vendor cannot guarantee consistent presentation of intended CLIs for calls made to mobile or international carriers as successful presentation of the intended CLI is entirely dependent on the mobile or international carrier's use of these numbers and specific call flow.

8.2 Maintaining the correct site CLI and address details for all of the relevant Customer Premises and the Sites, is the Customer's responsibility.

8.3 Where a CLI number is being presented, the Customer must ensure that: the number is of a national significant format, is allocated to the Customer and that the Customer possesses all necessary permissions in respect of the lines in question; where the number is not allocated to the Customer, it has written consent from the allocated owner for its use as a presentation number and that such consent has not been withdrawn; and under the terms of the CLI code of practice the number must be a number that is

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allocated to a customer, is in use, connected to a terminal and capable of receiving calls.

8.4 Where Wavenet has requested the Presentation CLI Service (the "Service"), which allows the Customer to authorise the Vendor to carry voice traffic with a Presentation Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at <http://www.niccstandards.org.uk/publications/public-net.cfm>), before the Service is made available, subject to this being technically practicable, the Customer must first ensure that the following statement is signed:

The statement is: I hereby confirm on behalf of [insert name of Customer] (the 'Applicant') to its telecommunications service provider, and I am duly authorised so to do, that: the number requested for use as a presentation number ('PN') is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;

- (i) the requested PN is in use;
- (ii) the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;
- (iii) the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;
- (iv) the Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the telecommunications service provider may suspend and/or withdraw use of the Presentation CLI Service;
- (v) The Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverses the configuration change.

The Applicant hereby indemnifies its telecommunications service provider and any underlying network service provider against any claims by any third party relating to use of the PNs.

The Applicant hereby acknowledges that the telecommunications service provider may withdraw this facility at any time for regulatory or legal reasons or if it

suspects its misuse or if its use is challenged by any third party.
 dated
 For and on behalf of Applicant.

The Customer acknowledges that Wavenet has the right to suspend/withdraw use of the Gamma Horizon Services if it is subsequently found that it is breach of this paragraph 8.4 and hereby indemnifies Wavenet against any claims arising as a result of any such breach.

- 7 MAINTENANCE OF THE GAMMA HORIZON SERVICES
 - 7 Wavenet reserves the right to take down applicable servers and infrastructure related to the UC Platform to conduct routine maintenance checks ("Scheduled Maintenance") or in the event of any emergency.
 - 8 Wavenet will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption.
 - 9 Wavenet will have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the UC Platform or any part of it due to Scheduled Maintenance or emergency maintenance.

8 Schedule 2 Part 1: Acceptable Use Policy
 This Acceptable Use Policy (the "Policy") governs the use of the Horizon Advanced Voice Services provided via Gamma, to Wavenet, who provide such services to the Customer and the End User under a written contract which it supplements, and Wavenet shall request the Customer to ensure that it and its End User agree to the terms of this Policy before using those services (the "Services").

- 1. The Customer and the End User must not:
 - (a) use the Services in any way that causes, or may cause:
 - (i) damage to Gammas or any Gamma supplier or subcontractor's business, systems or services; or
 - (ii) impairment of the availability or accessibility of Gammas or any Gamma subcontractor's systems or services;
 - (b) use the Services in any way that is unlawful, illegal, fraudulent, misleading or harmful;
 - (c) use the Services in connection with any unlawful, illegal, fraudulent, misleading or harmful purpose or activity;
 - (d) use the Services in any way that could reasonably be anticipated to put Gamma in breach of a contractual or other legal obligation owed by Gamma to any Gamma supplier or subcontractor;
 - (e) use the Services to gain unauthorised access to any computer, network or system;
 - (f) use the Services for or in connection with any bullying or trolling;
 - (g) use the Services in any way that may restrict or inhibit any other person's use of the Services;
 - (h) forge header information, or email source addresses or other user information;

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- (i) without Gammas prior consent, access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
 - (j) compromise the security or integrity of any network or system including the Gamma network or that of its suppliers;
 - (k) use another person's name, username or password or otherwise attempt to gain access to the account of any other customer; or
 - (l) tamper with, hinder the operation of or make unauthorised modifications to any network or system.
2. The Customer and the End User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:
- (a) are illegal or unlawful;
 - (b) will or may infringe any person's Intellectual Property Rights or other legal rights; or
 - (c) could give rise to legal proceedings, whether against you, Gamma, a Gamma supplier or subcontractor or another third party, in each case in any jurisdiction and under any applicable law.
3. Without prejudice to the generality of Paragraph 2, the Customer and the End User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:
- (a) are defamatory, slanderous, libellous or maliciously false;
 - (b) are obscene or indecent;
 - (c) infringe any copyright, moral rights, database rights, patents, trade mark rights, design rights or rights in passing off;
 - (d) infringe any rights of confidence, rights of privacy or rights under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime;
 - (g) are in contempt of any court, or in breach of any court order;
 - (h) are in breach of racial or religious hatred legislation or discrimination legislation;
 - (i) are blasphemous; or
 - (j) are in breach of official secrets legislation.
4. The Customer and the End User must not use the Services to store, host, copy, process, distribute, display, publish, transmit or send works or materials that:
- (a) are pornographic or sexually explicit;
 - (b) constitute spam or unsolicited marketing communications;
 - (c) are likely to cause annoyance, offence, inconvenience or anxiety to another person;
 - (d) are viruses, Trojans, worms, root kits, spyware or other harmful software, programs, routines, applications or technologies;
 - (e) constitute software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or present significant security risks to a computer;
 - (f) include corrupt data; or;
 - (g) are or are part of a chain letter, Ponzi scheme, pyramid scheme, matrix program, or similar scheme or program, except to the extent that Gamma expressly agrees otherwise.
5. Subject to the other terms of this Agreement, the Customer and the End User may store, host, copy, process, distribute, display, publish, transmit or send encrypted works and materials using the Services. If Gamma so requests, the Customer and the End User shall promptly:
- (a) decrypt such works and materials and provide the decrypted works and materials to Gamma; and/or
 - (b) supply to Gamma the encryption keys and any other information reasonably required to decrypt such works and materials.
6. The Customer and the End User must not use the Services to send, store or process junk emails, unsolicited commercial emails or bulk unsolicited emails (spam).
7. If the Customer or the End User use the Services to send marketing emails, it must:
- (a) include a conspicuous notice identifying the message as a marketing email;
 - (b) provide a valid physical postal address in each email you send;
 - (c) include a valid email address or an unsubscribe link, allowing the recipient to opt out either by replying to a valid return address or by using an internet-based unsubscribe mechanism; and
 - (d) process opt-out requests promptly.
8. In connection with the sending of emails using the Services, the Customer and the End User must not:
- (a) include false, deceptive or misleading header information, including a false domain name or address;
 - (b) use a false, deceptive or misleading subject line;
 - (c) include sexually explicit content;
 - (d) add an address into your list without the subscriber's permission;
 - (e) maintain an email address in your list for which an opt-out request has been received;
 - (f) harvest email addresses from websites or web services;
 - (g) generate email addresses by using a dictionary attack combining letters and numbers into multiple permutations;
 - (h) use scripts or automated systems to register for multiple email or user accounts to send commercial emails;
 - (i) relay emails through a computer or network without permission;
 - (j) send emails with added words/characters in an attempt to bypass Bayesian filters;
 - (k) send, or attempt to send, spam of any kind from third-party networks using a return email address that is hosted on the Gamma network or referencing an email address hosted on the Gamma network;
 - (l) send email messages which are excessive in number or bandwidth requirements and/or intended to harass or annoy others;
 - (m) continue to send email messages to a recipient that has indicated that he/she does not wish to receive them;
 - (n) take any actions intended to cloak your identity or contact information, including but not limited to intentionally

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omitting, deleting, forging or misrepresenting message headers or return addresses; or

(o) take any other action that results in the blacklisting of the sender's email address or mail server, or negatively impacts other customers of Gamma or a Gamma subcontractor or supplier.

9. In the absence of positive, verifiable proof to the contrary, Gamma will consider any complaint by a recipient of emails to be conclusive evidence that the recipient did not subscribe for or otherwise request the email(s) about which the complaint was generated.

10. The Customer and the End User must not abuse or insult any Gamma personnel, or any Gamma supplier, subcontractor or customer.

11. If Gamma reasonably suspects that there has been a breach of the provisions of this Policy, Gamma may:

(a) delete, disable, edit or amend the relevant works or materials;

(b) suspend any or all Services and/or your access to any or all Services while it investigates the suspected breach; and/or

(c) charge you for any costs incurred by Gamma in investigating the breach and taking action under this Paragraph 11.

12. Wavenet, the Customer and the End User must not authorise, aid, abet, encourage or incite any other person to do any act prohibited by this Policy.

8 Schedule 2 – Part 3: Minimum User Machine Requirements

The hosted portal is browser based and designed to support all major browsers and operating systems.

Each release is tested against the following browsers:

- Chrome (the current version at the time of version release)
- Firefox (the current version at the time of version release)
- Horizon | Terms and Conditions
- © Gamma 2017. All rights reserved. Confidential.
- IE8, IE9, IE10, IE11 and Edge (the current version at the time of version release)

The solution requires the Flash plugin only on browsers which do not support HTML audio (IE8).

Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome, Firefox and Edge) update, best endeavours are in place to ensure compatibility and swift resolution of any problems.

Please note that the hosted portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the Service, the End Users should perform a pre-test to ensure the Services work with their browser/smartphone/tablet device.

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SCHEDULE 3 – PHONELINE PLUS SERVICE

This schedule 3 governs the PhoneLine Plus Services that may be provided by Wavenet under an Order, together with any other document or terms and conditions referred to in the Order including but not limited to the MSA, and Service Specific Conditions for Supporting Services, which shall be deemed to be incorporated into the Agreement for the performance of any PhoneLine Plus Services provided under this schedule 3.

In the event of any conflict between this schedule 3, the MSA, or Service Specific Conditions for Supporting Services, this schedule 3 shall take precedence for the purposes of the Gamma Horizon Services only.

1. DEFINITIONS

1.1. Capitalised terms used in this schedule 3 shall have the following meanings for the purposes of this schedule 3 only:

"CLI" means the calling line identity which includes the area code and End User telephone number;

"Gamma" means Gamma Telecom Limited;

"Gamma Network" means the protected and authenticated connections to the PhoneLine Plus Service;

"PhoneLine Plus Service" means the services provided to the Customer by Wavenet as described in this schedule 3;

"PhoneLine Plus Subscription" means the relevant subscriptions for the PhoneLine Plus Service, as specified in the Order;

"Portal" means the secure Gamma website which can be used by the Customer to manage their PhoneLine Plus Service;

"UC Platform" means the unified communications platform that is used to host the PhoneLine Plus Services; and

"VoIP" means voice over internet protocol, which is the set of rules that makes it possible to use the internet for telephone and/or videophone communication.

1.2 All other capitalised terms used in this schedule 3 that are not defined in paragraph 1.1 have the meanings stated in the MSA and/or Service Specific Conditions for Supporting Services.

2. SERVICE START DATE

2.1. The Start Date of the PhoneLine Plus Service is the date specified as such in the Order or if no date is specified, the date Wavenet commences the provision of the PhoneLine Plus Service.

3. INITIAL TERM AND DURATION

3.1. Subject to the termination provisions set out in the Conditions, the Initial Term of each PhoneLine Plus Subscription is as set out in the Order. Upon expiry of such Initial Term, the PhoneLine Plus Subscription shall be renewed on an indefinite basis subject to each party's right to terminate for convenience at any time by giving not less than 6 (six) months' prior written notice to the other party.

4. PHONELINE PLUS SERVICE

4.1. The PhoneLine Plus Service may incorporate Gamma approved handsets and/or analogue terminal adapters and Software if set out in the Order.

4.2. Where Gamma Network is provided as part of the Phoneline Plus Service, this will route all traffic.

4.3. Unless set out in the Order that Wavenet is responsible for providing or otherwise configuring

the related connectivity services, the Customer is responsible for configuring the Customer's connectivity services, including applying the appropriate settings to the Customer's router to support the PhoneLine Plus Service.

4.4. Gamma handsets supplied for use with the PhoneLine Plus Service cannot be used with any other service and Wavenet is under no obligation to adapt any handset for general use at any time.

5. ORDER AND SUPPORT

5.1. Wavenet will provide the Customer with a Portal account through which the PhoneLine Plus Service can be controlled.

5.2. Wavenet shall use reasonable endeavours to maintain (but does not guarantee) access to the Portal accounts 24 hours in every day on every day of the year, except where planned changes and/or maintenance is performed (at times published in advance), or emergency maintenance is required.

5.3. Wavenet shall not be liable for any losses caused by any restriction in access to the Portal account.

6. CLI PRESENTATION

6.1. Where a CLI is presented, the Customer must ensure that:

6.1.1. the CLI is allocated to the End User and that such End User possesses all necessary permissions in respect of the lines in question; and

6.1.2. the CLI is a number that is allocated to the Customer, is in use, connected to a terminal and capable of receiving calls.

6.2. Where a CLI is not allocated to the Customer, the Customer shall obtain and provide to Wavenet written consent from the allocated owner for its use as a presentation number and confirmation that such consent has not been withdrawn.

7. EMERGENCY SERVICES 999/112 RESPONSIBILITIES

7.1. The Customer shall be responsible for informing all End Users (including potential End Users) of the limitations of VoIP originated emergency service calls as set out at paragraph 12 of schedule 3.

7.2. The Customer shall provide to Wavenet for each subscriber full details of the End User's name and address (including post code) to enable Wavenet to fulfil its obligations under Relevant Laws to pass such details on to the call handling authority.

8. CHARGES AND INVOICING

8.1. All Charges due to Wavenet for traffic routed via any IP address or for fixed rental or one-off Charges related to the PhoneLine Plus Service shall be paid in full by the Customer in accordance with the provisions of the Conditions notwithstanding that they may have arisen from unauthorised, fraudulent or illegal use (except for fraud on the part of Wavenet or its employees acting in the course of their employment) and whether or not they derive from installation and access

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arrangements which have been authorised by Wavenet.

- 8.2. Wavenet reserves the right to increase the Charges for the PhoneLine Plus Service on 30 (thirty) days prior written notice to the Customer in the event that any change in Relevant Laws results in additional costs being incurred by Wavenet.
- 8.3. Wavenet will round up the Charges to two decimal places and round up to the nearest whole penny as standard, unless otherwise stated in the Order.
- 8.4. The Customer shall not nor allow its End Users to use the PhoneLine Plus Service:
 - 8.4.1. excessively and beyond what Wavenet deems reasonable;
 - 8.4.2. in a way which imposes an unreasonable or disproportionately large load on Wavenet infrastructure or the PhoneLine Plus Service;
 - 8.4.3. for automated, high volume or otherwise excessive call-forwarding, auto-dialling and/or call-blasting activities; and/or
 - 8.4.4. to make automated, continuous, extensive or excessive calls using the PhoneLine Plus Service beyond what Wavenet considers (at its absolute discretion) to be reasonable business use.
- 8.5. Wavenet reserves the right to invoice the Customer for:
 - 8.5.1. excessive costs of conveyance caused by deliberate aggregation by the Customer of calls to a particular dial string within a destination;
 - 8.5.2. the engagement by the Customer in arbitrage;
 - 8.5.3. deliberate manipulation of call profiles; and/or other similar acts of a non-commercial nature.

9. FAIR USAGE POLICY

- 9.1. Unlimited minutes are included in all PhoneLine Plus Subscriptions to the following destinations: UK Geographic (01, 02), UK Mobile, UK National Non-Geographic (03), Ireland and Ireland Mobile.
- 9.2. In the event that it is suspected that the Customer has breached the fair usage policy set out in this paragraph 9, at Wavenet's absolute discretion, Wavenet reserves the right to:
 - 9.2.1. suspend and/or terminate the Customer's access to the PhoneLine Plus Service immediately without notice; and/or
 - 9.2.2. modify the Customer's pricing plan for access to the PhoneLine Plus Service to reflect any excessive use of the PhoneLine Plus Service or abuse of billing periods to avoid and manipulate payment to Wavenet, including, without limitation, converting the Customer's pricing plan to a fully-metred usage plan and charging pro rata for PhoneLine Plus Service access.
- 9.3. The PhoneLine Plus Service is charged on a per user per month basis. The Customer shall procure that each End User shall have their own account. No End User may share their account under any circumstances. A breach of this paragraph 9.3 shall

be deemed a material breach of this Agreement by the Customer.

- 9.4. The Customer may not abuse or manipulate the free trial period and/or the billing period to avoid paying Charges. If Wavenet suspects, at its absolute discretion, that the Customer is abusing such periods, Wavenet reserves the right to suspend and/or cancel the Customer's use of, and access to, the PhoneLine Plus Service without notice.

10. MINIMUM USER MACHINE REQUIREMENTS

- 10.1. The PhoneLine Plus Service provides End Users access via a downloadable windows or mac client together with a browser based option. The browser-based version is designed to support all major browsers and operating systems and utilises the webRTC programming interface. Each release is tested against the following browsers:
 - 10.1.1. Chrome (the current version at the time of version release);
 - 10.1.2. Edge (the current version at the time of version release); and
 - 10.1.3. Safari (the current version at the time of version release).
- 10.2. Whilst it is not possible to ensure that breaking changes do not occur as evergreen browsers (Chrome and Edge) update, reasonable endeavours shall be in place to ensure compatibility and swift resolution of any problems.
- 10.3. The Portal is not guaranteed to work on all smartphone/tablet devices and operating systems. On completion of provisioning of the PhoneLine Plus Service, the End User should perform a pre-test to ensure the PhoneLine Plus Service works with their browser/smartphone/tablet device.

11. MAINTENANCE OF THE PHONELINE PLUS

- 11.1. Wavenet reserves the right to take down applicable servers and infrastructure related to the UC Platform to conduct routine maintenance checks ("Scheduled Maintenance") or in the event of any emergency.
- 11.2. Wavenet will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption.
- 11.3. Wavenet will have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the UC Platform or any part of it due to Scheduled Maintenance or emergency maintenance.

12. VOICE OVER INTERNET PROTOCOL

- 12.1. The Customer acknowledges and agrees that the UC Services are VoIP services. Wavenet draws the following features of VoIP services to the Customer's attention:
 - 12.1.1. VoIP service may not offer a like for like comparison to features the Customer may expect from a PSTN based phone line;
 - 12.1.2. a VoIP service may be unavailable or disrupted due to events beyond Wavenet's control e.g. power disruptions, connection

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failures or degradation to the quality of any data connection;

- 12.1.3. if the Customer uses the VoIP service to make emergency calls, the location information received by the emergency services will be limited to the installation address of the Site, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;
- 12.1.4. emergency calls made using a VoIP service may fail if there is a power failure or connection failure;
- 12.1.5. the ability for the Customer to make emergency calls cannot be guaranteed;
- 12.1.6. a VoIP originated emergency call will not receive the same network priority at all points on the network as that which an emergency call made on a mobile network or on a PSTN (public switched telephone network) line will receive; and
- 12.1.7. the Customer's equipment used to access a VoIP service requires mains power to make emergency calls.

13. SURVEYS

- 13.1. As part of the Implementation Period, Wavenet may, in its sole discretion, conduct a survey of the Customer Premises
- 13.2. The survey will be based on the information available to Wavenet at the time it conducts the survey and will:
- 13.3. confirm whether, in Wavenet's opinion, Wavenet can provide the Equipment and/or Services in accordance with the Order or whether any changes to the Order will be required including, without limitation, any changes to Customer Equipment, Equipment, Services and/or Charges
- 13.4. specify any technical requirements and any associated Charges
- 13.5. The results of the survey will be provided to the Customer by Wavenet via email. Upon receipt of the Customer's approval of the results of the survey, and such approval shall be deemed provided by the Customer to Wavenet, if the Customer fails to confirm its rejection of such results within 5 Business Days of its receipt, the changes to the Order set out in the survey results will apply and Wavenet will issue confirmation of those changes in writing, via email, to the Customer
- 13.6. Where the Customer rejects the results of the survey, the Order will be cancelled and will not be binding upon either party. Upon cancellation of the Order, Wavenet will invoice the Customer for all costs arising from or in connection with any survey(s) carried out by Wavenet in accordance with this clause 4, which shall be paid by the Customer on 14-day payment terms

14. EQUIPMENT

- 14.1. Any Rental Equipment, Sale Equipment and/or Trial Equipment and, for the avoidance of doubt, excluding Customer Equipment (together "**Equipment**") required for the provision of the Services will be set out in the Order
- 14.2. Wavenet reserves the right to amend or substitute the Equipment if required by any applicable statutory or regulatory requirement or to improve the provision of the Services
- 14.3. The Customer agrees that it will:
 - 14.3.1. use the Equipment only in connection with the Services, and for no other purpose
 - 14.3.2. use its best endeavours to keep the Equipment free from any loss or damage
 - 14.3.3. promptly notify Wavenet of any malfunction, loss or damage to the Equipment
 - 14.3.4. not sell or loan the Equipment to any person or create any charge, lien or other encumbrance over the Equipment
 - 14.3.5. insure the Equipment against loss or damage caused by any accident or the Customer's negligence, or that of its employees, agents or subcontractors, with a reputable insurance firm to the full replacement value of the Equipment
- 14.4. Wavenet will ensure that:
 - 14.4.1. the Equipment is delivered to the Customer Premises during the Implementation Period in time for its scheduled installation or, if Wavenet is not installing the Equipment, prior to the Start Date of the Services for which such Equipment is required
 - 14.4.2. each delivery of the Equipment is accompanied by a delivery note which shows the date of the Order and the type and quantity of Equipment.
- 14.5. Wavenet will deliver the Equipment to the Customer Premises as set out in the Order on a date agreed with the Customer
- 14.6. Delivery of the Equipment will be completed upon Wavenet's or Wavenet's Supplier's unloading of the Equipment at the Customer Premises
- 14.7. Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Wavenet shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Wavenet with adequate delivery instructions or any other instructions that are relevant to the supply and delivery of the Equipment
- 14.8. If the Customer fails to take delivery of the Equipment then, save where such failure or delay is caused by a Force Majeure event or by Wavenet's failure to comply with its obligations under this Agreement for delivery of the Equipment, the Equipment will be stored by Wavenet and the

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Customer will be charged for all related costs and expenses in relation to such storage, and any delivery or logistic costs incurred by Wavenet including insurance costs

- 14.9. If the Customer does not accept delivery of the Equipment within 10 Business Days after Wavenet's attempt to agree a date for delivery of the Equipment with the Customer, Wavenet may resell, or otherwise dispose of, part or all of the Equipment
- 14.10. Wavenet warrants that, on delivery, the Equipment will work appropriately in conjunction with the related Services
- 14.11. Wavenet specifically excludes any implied or express representation, warranty or similar that the Equipment and/or Services supplied by Wavenet will:
- 14.11.1. be fit to operate in conjunction with any hardware, software or systems other than with those that are specifically identified as being compatible for the supply of Services in accordance with this Agreement
 - 14.11.2. operate uninterrupted or error-free
 - 14.11.3. have any program defects detected and/or corrected
- 14.12. Wavenet does not warrant that the Equipment, and/or Services will prevent or restrict any fraudulent intrusion, hacking or similar and the Customer shall be responsible for putting in place adequate security measures to prevent the fraudulent use of the Equipment and/or the Services and the Customer's other Systems and processes including, without limitation, hacking, toll fraud, rogue dialling or any other form of fraud that may result in the Customer incurring sums in addition to the Charges
- 14.13. Wavenet will use reasonable endeavours to provide the Customer with the benefit of any manufacturer's warranty that applies to the Equipment
- 14.14. Wavenet will not be liable for the Equipment's failure to comply with the warranty in clause 14.10 if:
- 14.14.1. the Customer makes any use of the Equipment after giving a notice in accordance with clause 5.15
 - 14.14.2. the defect arises due to the Customer's failure to follow Wavenet's instructions as to the installation, commissioning, use or maintenance of the Equipment or in the absence of such instructions, good trade practice
 - 14.14.3. the Customer alters or repairs such Equipment without Wavenet's written consent
 - 14.14.4. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions
 - 14.14.5. the Equipment differs from the Order as a result of changes made to ensure the Equipment complies with applicable statutory or regulatory standards, or to improve the provision of the Services

14.15. Subject to clause 14.14, Wavenet will, at its option, repair, replace or refund the price in full of any defective Equipment if:

14.15.1. the Customer gives written notice to Wavenet, within 1 working day of discovery that some or all of the Equipment does not comply with the warranty set out in clause 14.10

14.15.2. Wavenet is given a reasonable opportunity by the Customer to examine the Equipment

14.15.3. the Customer, upon request, returns such Equipment, to Wavenet at the Customer's cost, and risk in the Equipment shall remain with the Customer until such Equipment is signed for as an accepted return to Wavenet

14.16. The Customer may reject any Equipment delivered to it that does not comply with clause 14.10, provided that the Customer provides written notice of rejection to Wavenet:

14.16.1. in the case of a defect that is apparent on delivery, within 5 Business Day of delivery;

14.16.2. in the case of a latent defect, within a 1 Business Day of the latent defect having become apparent

14.17. If the Customer fails to give notice of rejection of the Equipment in accordance with clause 14.16, Equipment shall be deemed accepted by the Customer

14.18. Except as provided in this clause 14.20.2, Wavenet will have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in clause 14.10

5.19 The terms of this clause 5 will apply to any repaired or replacement Equipment supplied by Wavenet. The risk in the Equipment will pass to the Customer upon completion of delivery

1.20 Title to the Rental Equipment and Trial Equipment will not pass to the Customer at any time

14.19. Title to the Sale Equipment will not pass to the Customer until Wavenet receives payment in full

14.20. Until title to the Sale Equipment has passed to the Customer, the Customer will:

14.20.1. not remove, deface or obscure any identifying mark or packaging on or relating to the Sale Equipment

14.20.2. maintain the Sale Equipment in satisfactory condition and keep it insured against all risks for its full price on Wavenet's behalf from the date of delivery

14.20.3. notify Wavenet immediately if it becomes subject to any of the events listed in clauses 18.2.1 and/or 18.2.2

14.20.4. give Wavenet such information relating to the Sale Equipment as Wavenet may require from time to time.

14.21. Within 14 calendar days of Service termination, the Equipment, excluding Sale Equipment where title of the equipment has passed to the Customer in accordance with clause 5.21, must be returned in good working condition to Wavenet at the Customer's cost and risk. If the Customer fails to return the Equipment within the specified period, Wavenet reserves the right to charge the Customer

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a rental fee of £25.00 plus VAT per item per day, or such other amount as may be notified to the Customer by Wavenet, to be added to the Customer's monthly invoice payable to Wavenet until the Equipment is returned to Wavenet in accordance with this clause 5.23

Charges relating to the dual running Service or Services

16.4. For the avoidance of doubt, Wavenet excludes all loss, damage, costs, expenses and any other liability suffered or incurred by the Customer arising from or in connection with any delay in the provision of the Equipment and/or Services, including any need for the Customer's previous service provider to continue providing any equipment and/or services which are to be replaced by the Equipment and/or Services, beyond the end of the Implementation Period

15. IMPLEMENTATION AND ACCEPTANCE

- 15.1. Wavenet may notify the Customer when either Wavenet, or its Third Party Contractors have supplied, installed, configured and/or programmed the Customer Equipment, Equipment and/or Service. If expressly referred to in the Order, the Customer will then perform Acceptance Tests
- 15.2. If the Customer discovers any material non-conformity in the installation, configuration and/or programming of the Customer Equipment, or the operation of the Equipment and/or Services when performing the Acceptance Test, the Customer will notify Wavenet of the same within 5 days of such discovery
- 15.3. To the extent that such non-conformities will have, in Wavenet's reasonable opinion, a material detrimental effect on the Equipment and/or Services, Wavenet will use reasonable endeavours to remedy such non-conformities
- 15.4. Acceptance will take place on the earlier of:
- 15.4.1. The Customer's written confirmation to Wavenet that the Acceptance Tests have been performed and no material non-conformities have been discovered
 - 15.4.2. 5 Business Days from the date of Wavenet's notification to the Customer that it has completed the supply, installation, configuration and/or programming of the Customer Equipment, Equipment and/or the Services
 - 15.4.3. 5 Business Days after the date on which any notified non-conformities were remedied
 - 15.4.4. immediately upon Wavenet's demonstration that any notified non-conformities will not, in Wavenet's reasonable opinion, have a detrimental effect on the Equipment and/or Services

16. DUAL RUNNING

- 16.1. The Customer will bear all costs arising from, or in connection with, Dual Running including failure to comply with clause 7.2
- 16.2. The Customer hereby undertakes to notify and instruct its previous service provider to cease the provision of any equipment and/or services which are replaced by the Equipment and/or Services at the end of the Implementation Period or such other period as the parties agree
- 16.3. Where the Customer requires a replacement Service from Wavenet the Customer hereby undertakes to notify Wavenet in accordance with clauses 3.2 and 18.3 otherwise the Customer is responsible for all

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SCHEDULE 4 – ZOOM SERVICES

Schedule 4 – Part 1

This schedule 4 governs the provision of Zoom Services provided by Wavenet pursuant to an Order. The terms of this schedule 4 shall be read in conjunction with the MSA, the Service Specific Conditions for Supporting Services and any other documents or terms referenced in the Order.

In the event of a conflict between the provisions of this schedule 4, the MSA or the Service Specific Conditions for Supporting Services, the provisions of this schedule 4 shall prevail solely in respect of the Zoom Services.

1. DEFINITIONS

1.1. Capitalised terms used in this schedule 4 shall have the following meanings:

- “**Call**” means metered telephone calls;
- “**CLI**” means the calling line identity of a calling party;
- “**Conversation**” means contact centre virtual agent dialogues, which may be via text, or any messaging service (e.g. WhatsApp);
- “**Delegated Access Authority**” means a process where the Customer grants access to Wavenet to access their Zoom Product for the purpose of configuration and support;
- “**PSTN**” means public switched telephone network;
- “**Recordings**” means any call recording made by the End User resulting from use of functionality within a Zoom Phone Product;
- “**SBC**” means session boarder controller, used to deliver secured voice and video communications and protect VoIP networks;
- “**SIP**” means session initiation protocol, used for controlling telecommunications sessions over internet protocol;
- “**SMS**” means short message service also known as a text message;
- “**Usage Charges**” means any Call or Conversation charges;
- “**VoIP**” means voice over internet protocol, which is the set of rules that makes it possible to use the internet for telephone and/or videophone communication;
- “**Zoom Phone**” means Zoom Phone Products which are enabled for ‘bring your own carrier’ utilising cloud-based VoIP services to provide two-way voice calling and PBX functionality for internal business VoIP and PBX functionality only, where PSTN calls are placed via Wavenet’s selected carrier;
- “**Zoom Phone Pro**” means Zoom Phone Products utilising cloud-based phone services, which use voice over internet protocol and allow two-way voice calling and private branch exchange functionality, (including call routing and associated functions and direct inward dialling provisioning of phone numbers, public switched telephone

network via Zoom’s native carrier underlying service providers) and calling plans;

“**Zoom Product**” means all products within Zoom’s Unified Communication as a Service (UCaaS) and Contact Centre as a Service (CCaaS) product suites;

“**Zoom Services**” means Zoom Product and associated products which may be provided as part of the solution, which could include SIP, SBC’s and handsets;

“**Zoom Terms and Policies**” means all applicable Zoom terms and policies published at <https://zoom.us/legal> and the Zoom Reseller Customer Terms of Service published at: <https://zoom.us/docs/en-us/EULA-terms-of-service.html>, as updated from time-to-time, including Zoom Phone Notices and Policies;

“**Zoom Territory**” means UK and Ireland; and

“**ZP Native Channel Availability Matrix**” means Zoom’s list and conditions of where and how Zoom Phone Pro Products can be sold and provisioned as updated by Zoom from time-to-time.

1.2. All other capitalised terms used in this schedule 4 that are not defined in paragraph 1.1 shall have the meanings stated in the MSA and/or Service Specific Conditions for Supporting Services.

2. SERVICE START DATE

2.1. The Start Date of the Zoom Services shall be the first calendar day of the month following the provision date of the Zoom Services, unless the provision date is the first of the calendar month in which case the Start Date will be the provision date.

3. INITIAL TERM AND DURATION

- 3.1. Subject to the termination provisions set out in the Agreement, the Initial Term of the Zoom Services shall be as specified in the Order. The Initial Term for any subsequent Orders for additional Zoom Product licences shall be co-terminous with the Initial Term of the original Order.
- 3.2. The Initial Term shall automatically renew for successive periods of twelve (12) months unless either Party gives at least ninety (90) days’ written notice prior to the expiry date of the Initial Term or the Renewal Period to terminate the applicable Order(s) at the end of the current Initial Term or Renewal Period.

4. TERMINATION OF ZOOM SERVICES

- 4.1. Upon termination of the Zoom Services and/or the Agreement, Wavenet may recover from the Customer any cancellation charges incurred by Wavenet as a result of third-party supplier terms relating to the Zoom Services.
- 4.2. Upon termination of the Zoom Services and/or the Agreement, Wavenet reserves the right to charge a fee of fifteen pounds sterling (£15.00) per number to cover administration and porting costs.

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5. CHARGES

5.1. Unless otherwise stated in the relevant Order, the Charges for the Zoom Services shall be invoiced as follows:

5.1.1. Recurring Charges shall be billed monthly in advance and may be billed on a pro rata basis where applicable, including in connection with a new Zoom Product provision date or the addition of further Zoom Products; and

5.1.2. all other Charges shall be invoiced monthly in arrears.

5.2. Usage Charges shall apply as follows:

5.2.1. for Calls, charges are measured and billed for per minute (rounded to the nearest minute); and

5.2.2. for Conversations, charges are measured and billed per completed Conversation; or data per unit at the rate stated in the Order.

5.3. If the Zoom Service is enabled for SMS, the applicable rates for SMS can be found here: <https://zoom.us/billing/pbx/rates>.

5.4. The applicable rates for Zoom Phone Pro out of bundle calls can be found here: <https://zoom.us/billing/pbx/rates>.

6. MAINTENANCE OF THE ZOOM SERVICE

6.1. Wavenet reserves the right to take down applicable servers and infrastructure related to the Zoom Services to conduct routine maintenance checks ("Scheduled Maintenance") or in the event of any emergency.

6.2. Wavenet will use reasonable endeavours while performing Scheduled Maintenance to minimise Customer disruption; however, Wavenet does not guarantee uninterrupted service and shall not be liable for any disruption, unavailability, or degradation of the Zoom Services arising from such maintenance.

6.3. Wavenet shall have no liability to the Customer resulting directly or indirectly from downtime or unavailability of the Zoom Services or any part of it due to Scheduled Maintenance or emergency maintenance.

7. CLI PRESENTATION

7.1. Where a CLI is presented, the Customer must ensure that:

7.1.1. the CLI is allocated to the End User and that such End User possesses all necessary permissions in respect of the lines in question; and

7.1.2. the CLI is a number that is allocated to the Customer, is in use, connected to a terminal and capable of receiving calls.

7.2. Where a CLI is not allocated to the Customer, the Customer shall be solely responsible for obtaining and providing to Wavenet prior written consent from the rightful owner of the CLI for its use as a presentation number. The Customer shall also confirm in writing that such consent remains valid and has not been withdrawn.

8. EMERGENCY SERVICES 999/112 RESPONSIBILITIES

8.1. The Customer shall be solely responsible for informing all End Users (including prospective End Users) about the limitations of VoIP originated emergency service calls, as set out in paragraph 9 of schedule 4.

8.2. The Customer must provide Wavenet with the full name and address (including postcode) of each End User for every subscriber, in order to enable Wavenet to fulfil its obligations under Applicable Laws by passing this information to the appropriate call handling authority.

8.3. Paragraph 8.4 of Schedule 2 – Gamma Horizon Services shall apply to this Paragraph 8, and the Customer shall comply with its provisions.

9. VOICE OVER INTERNET PROTOCOL

9.1. The Customer acknowledges and agrees that the Zoom Services are provided as VoIP Services.

9.2. The following features and restrictions are applicable to the VoIP Services:

9.2.1. VoIP Services may not offer a like for like comparison to features the Customer may expect from a PSTN based phone line;

9.2.2. a VoIP Services may be unavailable or disrupted due to events beyond Wavenet's control e.g. power disruptions, connection failures or degradation to the quality of any data connection;

9.2.3. if the Customer uses the VoIP Services to make emergency calls, the location information received by the emergency services shall be limited to the address details provided by the Customer at the time of installation of the VoIP Services, which may not be the location from which the call originated, and as such the Customer may be required to provide information about the Customer's location to the emergency services to allow them to respond;

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9.2.4. emergency calls made using VoIP Services may fail if there is a power failure or connection failure;

9.2.5. the ability for the Customer to make emergency calls cannot be guaranteed;

9.2.6. a VoIP originated emergency call will not receive the same network priority at all points on the network as that which an emergency call made on a mobile network or on a PSTN (public switched telephone network) line will receive; and

9.2.7. the Customer's Equipment used to access VoIP Services requires mains power to make emergency calls.

10. GENERAL

10.1. Zoom reserves the right to withdraw, modify or vary the Zoom Services and to terminate or amend any affected contracts for all customers in order to:

10.1.1. comply with any Applicable Laws or safety requirement; or

10.1.2. take into account the withdrawal of or a significant change to the technology used to provide the Zoom Services.

10.2. In relation to any withdrawal or change under paragraph 10.1, Wavenet shall:

10.2.1. provide the Customer with not less than one (1) months' notice, except where such withdrawal or change is required to comply with a regulatory or mandatory change, in which case Wavenet shall provide as much notice as is reasonably practicable; and

10.2.2. use reasonable endeavours to ensure that such withdrawal or change does not result in a material adverse effect on the nature or quality of the Zoom Services, or a material increase in the Charges.

11. PRIVACY AND SECURITY AND CALL RECORDING

11.1. The Customer accepts, and shall ensure the End Users accept, the Zoom Terms and Policies in relation to the provision of any Zoom Products for compliance with Data Protection Laws.

11.2. Recordings and any data contained within the Recordings are the responsibility and property of the applicable End User.

11.3. Neither Wavenet, Zoom nor Wavenet's third party suppliers shall have any responsibility or liability for the interoperation of any Zoom Product with

any goods or services, not provided as part of a Zoom Product including (but not limited to) any third party integration with Zoom Products.

12. Schedule 4 Part 2 – Zoom Flow downs

12.1. Customer Responsibilities

12.1.1. The Customer is responsible for ensuring both the Customer and its End Users have a suitable data network and equipment that meets the applicable Zoom Product requirements prior to entering into an Agreement with Wavenet;

12.1.2. The Customer must immediately notify Wavenet of any material breach of the Zoom flow down terms set out in part 2 of this schedule 4, by the Customer or any End User, and shall co-operate with any investigation of any breach or suspected breach.

12.1.3. The Customer shall, and shall procure its End Users, comply with all applicable emergency calling notices, policies, processes, and procedures published and updated by Zoom from time to time on its website at: <https://zoom.us/trust/resources>.

12.1.4. In order for Wavenet to access Customer Data, the Customer must provide the necessary instructions to Zoom whether by submitting a Delegated Account Access request or through such other method as may be communicated by Wavenet from time to time to grant Wavenet access to the Customer Data.

12.1.5. The Customer is responsible for maintaining the necessary access to the relevant systems and accounts to enable the provision of configuration and support Services.

12.1.6. The Customer must ensure they have a data processing agreement in place with any third party service provider it grants access to the Customer Data.

13. Contracting Restrictions

13.1. Where Zoom is providing the carrier Services, Zoom has the right to change a Customer's number(s) at any time, including porting out or substituting an existing number for a new number, if required by Applicable Law, technical reasons or requirements of Zoom or any underlying communications provider.

13.2. In the event that Wavenet's, or its distributor's, right to supply any Zoom Product is withdrawn, Zoom reserves the right to transfer the provision of the relevant Zoom Services to Zoom directly or an authorised reseller of the applicable Zoom Product. The Customer will cooperate with Zoom and any such the transferee, and shall provide all reasonable assistance required to facilitate the transfer of the Zoom Services.

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14. Compliance with Applicable Law and Zoom Terms and Policies

- 14.1. The Customer shall, and shall procure that its End Users, comply with the Zoom Terms and Policies. Zoom and Wavenet reserve the right to immediately suspend or disconnect any Customer whose use of any Zoom Product is in breach of those Terms and Policies.
- 14.2. The Customer shall not engage in any activity in connection with the resale of the Zoom Products which is unethical, misleading, deceptive, unlawful or which would otherwise harm the name or reputation of Zoom or the Zoom Products.
- 14.3. The Customer shall comply with all applicable anti-corruption and anti-bribery laws, including the UK Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, et seq.) and any other applicable laws or regulations.
- 14.4. The Customer shall maintain accurate and complete books, records, and supporting documentation relating to all transactions carried out under this Schedule 4 for a minimum period of five (5) years.
- 14.5. The Customer acknowledges that Zoom and the Zoom Products are subject to U.S. sanctions laws, administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and subject to export control laws under the Export Administration Regulations of the United States.
- 14.6. The Customer represents and warrants that it is not a restricted person on any U.S. sanctions or export control lists. Restricted persons include those identified on, or subject to restrictions under, OFAC's Specially Designated Nationals and Blocked Persons List ("SDN List"), Sectoral Sanctions Identifications List ("SSI List"), or Foreign Sanctions Evaders List, or the U.S. Department of Commerce's Entity List, Unverified List, or Denied Persons List, or similar lists maintained by any governmental authority with jurisdiction over the sale of the Zoom Products ("Restricted Persons"). The Customer shall not provide the Zoom Products to any Restricted Persons. Nor will the Customer export or otherwise provide the Zoom Products to any territory subject to comprehensive U.S. sanctions (currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine), or to a government or national of such country.
- 14.7. The Customer shall not provide the Zoom Products to any government or military End Users or military-intelligence End Users in China, Myanmar/Burma, Russia, or Venezuela. The Customer shall not provide or export the Zoom Products for any prohibited end use.

14.8. The Customer agrees to maintain policies and procedures reasonably designed to ensure compliance by its officers, directors, employees, and agents with applicable sanctions and U.S. export control laws, including maintaining adequate checks that all of its End Users are not Restricted Persons and are not operating within any territory subject to comprehensive U.S. sanctions.

14.9. The Customer shall obtain and comply with any required export licence and any associated conditions.

14.10. The Customer is responsible for complying with any required export licences covering its provision of any Zoom Product, including products that may incorporate the Zoom Products, to its own End Users, agents, or representatives. The Customer understands that the provision of certain software components to government End Users may require specific export control licensing and that Zoom's provision of Zoom Products that rely on these software components is contingent on receipt of any required licence.

14.11. The Customer agrees to provide information as reasonably requested by Wavenet in order for Zoom to comply with reporting requirements under U.S. export controls, sanctions, or other provisions of applicable law.

14.12. If the Customer learns of any violation of the above restrictions by the Customer, its agents (including all other persons or entities acting on its behalf), as applicable, or its End Users, the Customer shall promptly notify Wavenet and Zoom's Global Compliance and Ethics at: complianceofficer@zoom.us.

15. IPR

15.1. Zoom retains all right, title and interest, including all associated Intellectual Property Rights, in and to the Zoom Products all associated software. The Customer has no rights to the Zoom Service, software or Intellectual Property Rights, except as expressly set out in the Agreement. The Customer shall not use, reproduce, display, or otherwise exploit any of Zoom's or Wavenet's Intellectual Property Rights without their prior written consent. Nothing in this Agreement grants the Customer any right or licence to use any trade name, trademark, service mark, logo, domain name, or other brand features of Zoom or Wavenet.

16. End User Agreement for Zoom Phone Pro

16.1. Paragraph 16 shall apply where Zoom Phone Pro is provided to the Customer, as specified in the relevant Order. Wavenet will be the provider of the Zoom Phone Pro Products to the Customer.

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16.2. The Customer shall comply with the following:

16.2.1. Zoom phone numbering policy published at <https://explore.zoom.us/docs/doc/Zoom-Phone-Numbering-Policy.pdf>, as may be updated from time-to-time; and

16.2.2. all applicable Zoom Terms and Policies relating to the End User's use of the Zoom Phone Pro.

16.3. EMERGENCY SERVICES LIMITATION OF LIABILITY

16.3.1. To the maximum extent permitted by Applicable Law, neither Wavenet, Wavenet's third party supplier nor Zoom shall be liable for:

16.3.1.1. Any failure or limitation, of emergency services calling or inability to reach or use emergency services via the Zoom Services due to an outage of Zoom Services; or the inability to place or complete emergency calls from any Zoom-enabled device, End User line, or Customer Premises, or inability to access emergency personnel;

16.3.1.2. any emergency responders to respond, or to respond to the correct location where the equipment, End User, or caller is physically present or where such emergency services are required; and

16.3.1.3. any emergency services, or inability to reach or use emergency services due to circumstances outside of Zoom's, third party provider, or Wavenet's control including: (A) loss of electrical power; (B) loss of End User or emergency responders' internet connectivity; (C) defective or misconfigured Customer Equipment; (D) network congestion that is not directly and solely caused by Zoom's own Zoom Phone Product infrastructure; (E) delays associated with updating the registered service location save for delays resulting directly and solely from Zoom's act or omission; (F) restrictions created by non-voice End User and/or Customer Equipment; (G) relocated End User and/or Customer Equipment, including outside of the Zoom Territory; (H) the simultaneous use of one line with multiple pieces of Customer Equipment; (I) failure of emergency response centres to answer an emergency call; (J) failures of any third parties that are responsible for routing emergency calls;

(K) the use of non-native telephone numbers; (L) failure of any emergency service personnel to call back directly to the number from which an emergency call was made or failure of End User and/or Customer Equipment to receive callbacks from emergency service personnel; or (M) natural disasters, fires, floods, storms, earthquakes, war, terrorist acts or other acts of insurrection, labour disputes with Zoom Territory impact, or malfunction of utility, third party (other than Zoom subcontractors) communication or transportation systems.

16.4. ZP Native Channel Availability Matrix

16.4.1. Zoom Phone Pro Products can only be deployed in countries listed in the ZP Native Channel Availability Matrix and the Customer must comply with all regulatory requirements in that relevant country. Wavenet will give as much notice as reasonably practicable in relation to any changes to the ZP Native Channel Availability Matrix, but the Customer shall make End Users aware that Zoom may make immediate changes to this list and may do so without prior notice to comply with any Applicable Law.

17. End User Agreement for Zoom Phone

17.1. Paragraph 17 shall apply when Zoom Phone is being sold to the Customer as detailed in the relevant Order. Wavenet will be the provider of the Zoom Phone Products to the Customer.

17.2. Emergency Services

17.2.1. With respect to Zoom Phone Products, Zoom is not the carrier, which means Zoom does not provide any part of the: (i) regulated telecommunications services; (ii) SIP trunks beyond the Zoom SBC; or (iii) PSTN connectivity. These Services are provided by the carrier nominated by Wavenet. Zoom will supply the carrier with the End User CLI and, Zoom and Wavenet shall not be responsible for any inaccuracies in the data provided to Zoom by the Customer.

17.2.2. If Zoom is selected as the 'carrier' for emergency calls originating from USA or Canadian numbers, then the dispatchable emergency address as configured by the Customer sent to public safety along with the Caller ID, and this information is included in call data records that can be retrieved by the carrier.

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17.2.3. The Customer is responsible for ensuring that:

17.2.3.1. each End User assigns a predetermined phone number ('ELIN') to each detectable company location or sub- location ('ERL'), so that when an End User makes an emergency call from a location, this ELIN is used as the outgoing caller ID for the emergency call.

17.2.3.2. the address of record for Zoom Phone CLI is accurate, relevant and current for the End User and the End User's location.

17.2.4. Where Customer is buying Zoom Phone then Zoom cannot communicate any address information in real time via any Zoom Phone Product for any emergency call made. All emergency location information will be limited to the site installation address provided by the Customer and stored by the carrier.

17.2.5. The Customer shall comply with the Zoom Phone Numbering Policy, and Zoom emergency services policies (located at <https://zoom.us/legal>). The Customer shall procure from all End Users to confirm in writing to be bound to the Zoom Phone Notices and Policies.

17.3. Additional Terms

17.3.1. Regulatory, Industry and/or Legal Changes. In the event of industry change that would prohibit or otherwise materially interfere with Zoom's ability to provide the Zoom Services subject to, or under the relevant provisions set out in this schedule 4, part 2, Zoom may, and consequently Wavenet may without liability suspend, change or withdraw the affected Zoom Phone Product. Such suspension, withdrawal or change shall not be a breach of any obligation under this Agreement.

17.3.2. Compliance with Telecommunications Regulatory Laws and other Laws, Statutes and Regulations. The Customer shall comply with all Applicable Laws applicable to the Zoom Services or Customer's business activities. The Customer shall and procures that the End User's carrier and PSTN-provider is responsible for compliance with all Applicable Laws pertaining to PSTN- connected phone service, including lawful intercept and emergency calling services and the Customer shall be liable to Wavenet for any liability Wavenet, Zoom or third party provider or its Affiliates may incur, in relation to such carrier's compliance or non- compliance.