

SCHEDULE TO THE MASTER SERVICE AGREEMENT

This Schedule forms part of the signed Master Service Agreement dated as amended from time to time between us (the 'Agreement') and is to be read in conjunction with that Agreement.

Additional Terms and Conditions

THE SERVICE

- 1.1 All details specified on the proposal document, this Agreement and this Schedule are based on information supplied by the Client and/or collected during a site survey (remote or onsite) and may be subject to amendment in accordance with Clauses 1.4 to 1.6 below.
- 1.2 The Service Provider and/or its subcontractors may conduct surveys to clarify whether the Service, Equipment, or Fees require amending.
- 1.3 Where the Service Provider determines that amendments are required, it will submit to the Client a replacement proposal document reflecting any such changes. If the replacement Schedule is then agreed by the Client in writing or by email, the replacement Schedule will immediately supersede the original Schedule, which will be immediately cancelled.
- 1.4 Following the completion of the surveys and, if required, the agreeing of the replacement Schedule, the Service Provider will confirm to Client in writing, when the Service will commence.
- 1.5 The Service Provider will use reasonable endeavours to meet any agreed times or dates, but time is not of the essence in respect of those times or dates and the Client acknowledges that all timeframes are estimates only and that service levels are target service levels only.
- 1.6 Throughout the provisioning process, the Service Provider will need to communicate with named member(s) of the Client's personnel staff to arrange access to the Client's premises. Any delays to these requests by the Client will delay the Commencement Date and the Service Provider will not be liable for any such delay.
- 1.7 The Client must:
- 1.7.1 prepare the Location and its networks in accordance with the Service Providers instructions. The Client 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;
 - 1.7.2 provide the Service Provider with full access to its Location and networks and make available such office and technology facilities as may be necessary for the Service Provider to provide the Service;
 - 1.7.3 provide a suitable operating environment for the equipment in accordance with the manufacturer's operating instructions;
 - 1.7.4 promptly furnish the Service Provider with such information and documents as it may reasonably require for the proper performance of the Services;
 - 1.7.5 obtain all third party consents, licences and rights reasonably required in order to allow the Service Provider or its subcontractors to provide the Service and be responsible for complying with any applicable laws, statutes, regulations and codes of practice, in relation to the Services; and
 - 1.7.6 put in place adequate security and virus checking procedures in relation to any computer facilities to which the Client provides the Service Provider with access.
- 1.8 The Service Provider reserves its right not to provide the Service to any Location and to withdraw its provisional acceptance of the Services for reasons including, but not limited to:
- 1.8.1 the distance between a Location and the Service Provider's point of presence or its underlying service provider;
 - 1.8.2 if a site survey finds that a Location is not suitable for the provision of the Service; or
 - 1.8.3 if the Client does not agree to pay any excess construction charges or any other charges reasonably levied by us in addition to the charges initially proposed in this Schedule.
- 1.9 The Service Provider or its nominated subcontractor will provide the Services and will perform a series of commissioning tests to ensure that the configured Service is functioning correctly. On successful conclusion of the tests the Service will be deemed to be ready for use and the Service Provider shall be entitled to invoice the Client for such Service from this date.
- 1.10 Provision of the Services may be subject to the completion of a satisfactory site survey(s) by the Service Provider or its subcontractor. The Client acknowledges that it will be necessary for the Service Provider or its subcontractors to visit the installation Location to conduct such survey(s) and for the purposes of providing the Services.
- 1.11 Where an appointment is made for the Service Provider or its subcontractor to visit the Client's Location, including for the purposes of a site survey or for installation and the visit cannot be successfully completed due to:
- 1.11.1 the inability of the Service Provider or its subcontractor, through no fault of the Service Provider or its subcontractors to complete the work;
 - 1.11.2 the inability of the Service Provider or its subcontractor to gain access to the Location or any part thereof which is necessary for the provision of the Services;
 - 1.11.3 the Client's failure to prepare the Location in accordance with 1.8 or any other preparatory instructions the Service Provider may have given the Client; or
 - 1.11.4 any other reason where the Service Provider or its subcontractor are not at fault, the Service Provider will charge the Client with its standard aborted visit charge which may be applicable at the time. Rescheduled appointments following an aborted visit will be subject to new lead-times and will be confirmed to the Client at the time.
- 1.12 Unless otherwise agreed in writing between the parties the Client must agree an appointment for installation at a Location within 14 days of notification by the Service Provider of our preferred installation date. In the event that the Client does not agree such an appointment, the appointment will be deemed to have been fixed for the Service Provider's preferred installation date unless a revised date is subsequently agreed.
- 1.13 If the Client's Service includes the Service Provider's Ethernet or Assured access then, unless the Client has ordered an installation of the router, it is the Client's responsibility to install the router at the Location where this is required and neither the Service Provider nor its subcontractor shall bear any liability for any delay the Client's failure to install may cause.
- 1.14 The Service Provider will maintain the Client's Service to the Service Demarcation Point.

- 1.15 Where the Service Provider agrees that the Client may use/supply its own router for any part of the Service then the Client agrees that all responsibility and liability for such equipment remains with the Client. Should the Service Provider or its subcontractor visit the Location due to a fault which is later found to be caused by equipment not provided by the Service Provider then the Service Provider will charge the Client for such site visit and any additional costs incurred as a direct result. Use of your own router(s) will affect the Demarcation Point of the Service.
- 1.16 We do not issue any IP address to be used with this Service. 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. The Service Provider reserves its right to withdraw or change this address if for any reason the address ceases to be available.
- 1.17 The Service Providers will provide you with an internet portal account through which the Service can be controlled online. The Service Provider shall use reasonable endeavours to maintain (but do not guarantee) access to such account 24 hours in every day on every day of the year and the Service Provider shall not be liable for any losses caused by any restrictions in such access.
- 1.18 If the Client requests and the Service Provider agree to upgrade the Clients bandwidth of the underlying access, then additional charges will apply, and the Service Provider will advise the Client of these at the time.
- 1.19 The Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, 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 Client 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 Client's location and telephone number, so this information should be stated promptly and clearly by the Client when making such a call.
- 1.20 Where the Service Provider agrees that the Client may use the Client's existing or other new access circuits (including but not limited to broadband, Ethernet, leased line etc) not provided by the Service Provider then it is your responsibility to ensure such access meets the necessary requirements and functionality. The Client's failure to meet such requirements and functionality may result in quality and set up issues or may mean the Service will not work. Where the Service Provider does not provide the access, the Client agrees that all responsibility and liability for such access remains with the Client. Should the Service Provider or its subcontractor visit the Clients Location due to a fault which is later found to be caused by access not provided by the Service Provider then the Service Provider will charge the Client for such site visit and any additional costs incurred as a direct result. Use of the Client's own access will affect the Demarcation Point of the Service.
- 1.21 Where the Service Provider agrees that the Client may use a third party to install the Service then the Client agrees to indemnify the Service Provider from any direct or indirect claims or losses, financial or otherwise, that the Client may incur as a result of such installation by a third party. Use of a third-party installer will affect the Demarcation Point of the Service.
- 1.22 At the end of each Working Day, if requested by the Service Provider, the Client agrees to sign off for the work carried out that day by us or our subcontractor. In the absence of an authorised representative then the Client agrees that our sign off shall have equivalent effect as if the Client had signed it off. Such sign off shall not constitute full Acceptance as defined in Clause 1.24.
- 1.23 Where the Service Provider provides the Client 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 Client has not allocated these features to a user then the Service Provider reserves the right to recover such unallocated features from the Client's account. The Client can replace these features or add additional features at any time.

ACCEPTANCE

- 1.24 The Service Provider will notify the Client when the Installation Service has been completed. The Client will inspect and test the Service for the purpose of Acceptance ("Acceptance"). During Acceptance Testing, the Client may notify the Service Provider by email, telephone or fax of any material non-conformity of the Service.
- 1.25 To the extent that such non-conformities will have, in our opinion, a material detrimental effect on the Service, the Service Provider will use its reasonable endeavours to remedy such non-conformities.
- 1.26 Acceptance shall be on an individual site by site basis and shall take place on the earlier of:
- 1.26.1 the Client's written confirmation to the Service Provider or its subcontractor that the Acceptance Testing has been completed;
 - 1.26.2 where the Client not notified the Service Provider under Clause 8.24, five (5) Working Days from the date of the Service Provider's notification to the Client that the Installation Service has been completed; or
 - 1.26.3 where the Client has notified the Service Provider under Clause 8.24 of material non-conformities, five (5) Working Days from the date on which the notified non-conformities were remedied, or immediately upon the Service Provider's demonstration that the notified non-conformities will not, in the Service Provider's opinion, have a detrimental effect on the Service.

SERVICE LEVELS

- 1.27 If ordered, the Equipment Maintenance service level will be as detailed in this Schedule.
- 1.28 Equipment Maintenance covers Equipment provided as part of the Installation Service but for the avoidance of doubt it excludes, but is not limited to, the following: any Equipment not provide by the Service Provider or its subcontractor, cabling or telephone handsets where provided.
- 1.29 Equipment Maintenance cover must be taken at the time of ordering the Service and cannot be added subsequently.
- 1.30 Equipment Maintenance cover is provided in accordance with the Equipment Maintenance Service Description which is available on request.
- 1.31 Equipment Maintenance cover is provided for the duration of the Initial Term as specified in this Schedule. At the end of the Initial Term, the contract will automatically renew for a further period of thirty- six (36) months, on a rolling thirty- six (36) month basis, unless the Service Provider receives prior written notice from the Client giving a minimum of thirty (30) days written notice of the Clients wish to terminate the Equipment Maintenance cover. Termination of the Equipment Maintenance cover does not constitute termination of the Service under this Schedule unless specifically requested by the Client.

- 1.32 The Equipment Maintenance is subject to a fair use policy. The Service Provider may have to curb the usage of the Equipment Maintenance service should the Client become a persistently high user of the Equipment Maintenance service whereby it can be shown that the causes of the usage are configuration changes initiated by the Client and not network faults or errors. The Service Provider will engage with the Client to ascertain the reason for persistent high usage and work on solutions that will allow the usage to return to a more reasonable level. In cases of sustained high usage due to configuration changes initiated by the Client then we reserve the right to notify the Client that the work will become chargeable and then charge the Client the hourly rate as applicable at the time.
- 1.33 If Equipment Maintenance has not been ordered, then the replacement of the faulty Equipment is dependent upon the warranty offered by the relevant manufacturer. If an additional engineer visit is required, then this will be chargeable to the Client and will be arranged within usual working hours. Except where a relevant Equipment Maintenance contract is entered into, the Service Provider will provide assistance to the Client in dealing with manufacturers, but the Service Provider will accept no liability in respect of any defect or breakdown of Equipment or any losses, financial or otherwise, as a direct result of such defect or breakdown.
- 1.34 Save as expressly provided by Clauses 8.27 to 8.34 the Service Provider does not give any warranty condition or undertaking as to the state of such Equipment other than that the configuration work will be performed correctly.

DEFINITIONS

“Equipment” – the preconfigured router, power over ethernet switches (POE), handsets or any other Equipment we may provide as part of the Service.

“Equipment Maintenance” – an optional feature providing on-going maintenance of some Equipment provided as part of the Service and the Installation Service as further detailed in the “Equipment Maintenance Service Description”.

“Network(s)” – the Local Area Network, network equipment, computer systems, and local cable infrastructure, at the Locations, to which the Service will be connected.

“Installation Fee” – the combined charge for the survey, equipment and the Installation Service, including excess construction charges, as specified on the Service Agreement or other amended documentation following site survey.

“Installation Service” – the work (if any) carried out by the Service Provider or its subcontractor at each Location to enable you to receive the Service, normally carried out between 09:00 and 17:30 on a Working Day.

“Required Date” – the date the Client wishes the Service to commence. “Service Agreement” – our completed and signed order form for services and / or products incorporating the product order form(s) and customer requirements form(s).

“Service” – the services, as specified on the Service Agreement, and as may be further detailed in the Order Form and / or the customer requirements form detailing the Locations, Installation Service, Equipment, and Service, the related configuration, solution design, and setup of these, and any project documentation for the Installation Service.

“Service Demarcation Point” – the point(s) to which the Service Provider will maintain the Service(s). The Service Demarcation Point will be based on the different components that make up the Service and how these are deployed. Where the Service Provider provides the access and the Installation Service, and the Client takes the Equipment Maintenance then the Demarcation Point will be the Service Provider’s provided handset. In all cases the Service Provider will honour any manufacturer warranty on the Service Provider’s provided handsets.

“Service Fee” – monthly recurring fee for the Service which may be individual fees for individual Services or a combined fee covering multiple Services.

“Working Day” – any day falling on or between Monday to Friday but excluding all English public and bank holidays.