

SCHEDULE TO THE MASTER SERVICE AGREEMENT

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

Additional Terms and Conditions

PROVISION OF THE SERVICES

- 1.1 The Services the Service Provider supplies to the Client are those Services which (a) the Client has ordered by telephone and are set out in the Agreement and these Schedules confirming the Client's order, or (b) the Client has elected to receive as set out in the Agreement Schedules, or (c) have been ordered via the Service Provider's website on the Client's behalf by a third party (details of such Services will be set out in a letter to the Client from the Service Provider) and which the Client will have subsequently confirmed that it wishes to receive, or (d) which the Client will have subsequently ordered in writing, by fax, by email or by telephone, and in each case which the Service Provider has agreed in writing or by email to supply to the Client. These may include (but are not limited to):
- 1.1.1 The ability to make or receive a call (Telephone Service);
 - 1.1.2 The provision of a Line or Lines for a rental charge (Line Rental Service)
 - 1.1.3 The provision of broadband internet access (Broadband service);
 - 1.1.4 The provision of inbound telephony services (Inbound service);
 - 1.1.5 The provision of mobile telephony services (Mobile service);
 - 1.1.6 The provision of IP telephony services (IPT service);
 - 1.1.7 The provision of data services (Data service); and
 - 1.1.8 Any other services which we may offer for sale from time to time.
- 1.2 The commencement date (the "Commencement Date") will be the date on the signed Schedule. The Client accepts that this may mean that it will have multiple Commencement Dates however each Commencement Date will be subject to the initial Term specified in each Schedule.
- 1.3 All Services allow access to UK emergency services and caller location information (when based in the UK) unless specifically advised otherwise within this Schedule. Such access may be subject to the availability of a power supply to the line and alternative arrangements are the Client's responsibility in the event of a power failure.
- 1.4 The Service Provider will use reasonable endeavours to provide the Client with the Services by the date(s) the Service Provider agree with the Client and to continue to provide the Services until this Schedule is terminated. However, we will not be liable for any loss or damages should the Services not commence or restart on the agreed date.
- 1.5 In providing the Services, the Service Provider shall use the reasonable skill and care that may be expected from a competent communications service provider.

BROADBAND SERVICES

- 1.6 If the Service Provider considers in its sole discretion that the Client's bandwidth usage profile is abnormal or out of the ordinary (including without limitation extremely high levels of bandwidth use in a given period), the Service Provider has the right to take such action as the Service Provider deems appropriate which may include, without limitation, restricting or suspending the Client's use of the broadband service, or increasing the charges the Client pays for the broadband service.
- 1.7 The Service Provider will make reasonable endeavours to inform the Client in advance if the Service Provider impose any restrictions on the Client's use of the broadband service.
- 1.8 The Client's use of the broadband service is entirely at the Client's own risk. The Service Provider will not be liable for any loss or damage arising from any virus, Trojan horse, spam or other malicious content that the Client may receive while using the broadband service notwithstanding that there may be a firewall contained in equipment supplied in connection with the broadband service.
- 1.9 To ensure the quality of the Service Provider's broadband service it has a traffic prioritisation process to prioritise business critical applications in the event of exceptional demand, and normally only during business hours 08.00 to 18.00 Monday to Friday. However, it is unlikely that this will impact the quality of the Client's broadband service.

OUTBOUND SERVICE

- 1.10 All calls are to be routed over the Service Provider's chosen network. Should any calls be routed over any other network with or without the Client's knowledge, other than during a service failure or network outage that the Service Provider has notified the Client of or for any other reason we may agree with the Client, then the Service Provider reserves its right to bill the Client at our standard tariff which at the time of application will mean the latest version available.
- 1.11 Where the Client use a call forwarding feature on any of the Service Provider's Services, the Client agree and accept that such forwarded calls will be chargeable at the rate applicable on the Client's tariff at the time.

INBOUND SERVICE

- 1.12 The Service Provider reserve the right to apply a monthly charge for each inbound number which does not carry any traffic for any period of 3 consecutive months. Where this charge has been applied and a number subsequently carries traffic in any month then this charge will not apply to the months where there is traffic.
- 1.13 The Service Provider reserves the right to apply a nominal monthly charge for each inbound number where the only Service the Client take from us is the Inbound Service.

- 1.14 If an inbound number is withdrawn by any of the Service Provider's suppliers for reasons beyond the Service Provider's control the Service Provider reserves the right to recover the number(s) from the Client immediately. The Service Provider will use its reasonable endeavours to supply the Client with another number which is acceptable to the Client.
- 1.15 Where the Client takes an international number as part of the Inbound Service, in addition to the above, the following shall apply:
- 1.15.1 the Service Provider cannot guarantee call quality and shall not be liable for service incompatibility. It is recommended that the Client perform full compatibility tests prior to publishing any international number(s) provided by us;
- 1.15.2 the Service Provider cannot guarantee support for calls from mobile numbers unless otherwise specified and in these cases, there will be an additional charge;
- 1.15.3 the Client accepts that restrictions to the service may apply in certain countries; and
- 1.15.4 the Service Provider is reliant on third parties for delivery of the Client's billable call records so there may be a delay in us billing the Client's for the Client's international inbound calls, there will be no time limit on us billing the Client for these calls. In some cases, calls will be logged in two parts and the Service Provider may bill these parts in different months, but endeavour to do this within two concurrent months.

IPT SERVICE

- 1.16 If the Client has an IPT Service and move location, it is the Client's responsibility to update the Client's address details either using the portal or by notifying us of any change in address where the relevant equipment will be housed so that the correct information can be supplied for Emergency Authority purposes. The Service Provider is not liable for any consequences of the Client's failure to do this.
- 1.17 All Services may be subject to the Acceptable Use Policies. Where any fair usage is exceeded, additional charges will apply.
- 1.18 The Client agrees and acknowledge that its use of a Service must comply with all relevant legislation, regulations, guidelines and codes of practice and that the Service Provider will not be liable where the Client's use of this Service fails to comply. Should the Service Provider reasonably suspect that the Client's use of a Service is in breach of any applicable legislation, regulation, guidelines or codes of practice or any other reasonably suspected abuse or bad practice then the Service Provider reserves the right to suspend or terminate such Service with immediate effect.
- 1.19 The Client agrees that some Service variants may be subject to availability and where an ordered Service is not available for any reason the Service Provider reserves the right to provide an alternative Service variant for which the Client may incur different charges. Where a Service variant is not available the Service Provider will

SERVICES WITH CALL RECORDING

- 1.20 Where the Client takes a Services, which includes call recording of inbound and/or outbound calls the Client confirms that it has received and read the Service Providers Call Recording Legal Requirements Guidance document and acknowledge that the information should not be relied upon in isolation and hereby accept that it is the Client's responsibility to obtain legal advice to ensure it is fully compliant before recording any calls. The Client further confirms that it will comply with all legal requirements when using any call recording product and agree that the Service Provider shall have no liability for any costs or claims which may be incurred as a result of any failure by the Client to comply with any legal requirements whether or not the Client was aware of the requirement.

SERVICES WITH MUSIC ON HOLD

- 1.21 Where the Client takes a Service, which permits the Client to upload music files for a music on hold feature. The Client agrees to obtain any necessary licences and consents as may be required and agree to indemnify the Service Provider from any direct or indirect claims where it fails to do so.

TELEPHONE NUMBERS

- 1.22 The Client accepts that it does not own the number(s) provided to it and that this agreement is personal to the Client. Therefore, the Client has no right to sell or to agree to transfer the number(s) provided to it for use with the Services and it must not do so or try to do so.
- 1.23 The Client also accepts that the Service Provider has the right to reallocate to a third party any numbers that are provided to the Client for use with the Services but that the Client does not use for a period of six (6) months. However, if the Service continues to pay any recurring rental charges for those numbers, we shall not exercise this right.
- 1.24 The Client does have the right to request to migrate numbers to another provider subject to its remaining contractual obligations contained within this Agreement and this Schedule.

TELEPHONE BOOKS AND DIRECTORY ENQUIRIES

- 1.25 The Service Provider will put the Client's name, address and the telephone number(s) for the Services (subject to Paragraph 9.3) in the telephone book published by BT for the Client's area and make the Client's phone number available to BT's directory enquiries database, as soon as the Service Provider can. However, the Service Provider will not do so if the Client asks it not to.
- 1.26 If the Client wants a special entry in the telephone book it must let the Service Provider know. Where the Service Provider agrees to a special entry the Client will be liable to pay an extra charge and sign a separate agreement for that special entry.
- 1.27 In relation to the IPT Service, arrangements in relation to inclusion in BT's telephone book and directory enquiries are available on request from the Service Provider.
- 1.28 It is the Client's responsibility to verify that all directory entries are correct and remain correct. Other than where the error is as a result of our negligence, the Service Provider accepts no liability for any errors nor are the Service Provider liable for any costs, financial losses or disputes that may arise from any omission or inaccuracy in the entry.

CHANGES AND INTERRUPTIONS TO THE SERVICES

- 1.29 The Service Provider may have to do some things that could affect the Services. If the Service Provider has to interrupt the Services, it will restore them as quickly as it reasonably can.

- 1.30 The Service Provider may be required to:
- 1.30.1 change the code or phone number or the technical specification of the Services for operational reasons;
 - 1.30.2 interrupt the Services for operational reasons or because of an emergency; and/or
 - 1.30.3 give the Client instructions that the Service Provider believes are necessary for health or safety or to maintain the quality of the Services that the Service Provider supply to the Client or to the Service Provider's other customers.
- 1.31 The Service Provider cannot guarantee and does not warrant that the Services will be free of interruptions or will be fault-free and the Service Provider will not be liable for any loss or damages should the Services be interrupted from time to time. The Client accepts that there may also be degradations of the quality of the Service from time to time due to matters beyond the Service Provider's control, and that the Service Provider will not be liable for any loss or damages should the quality of the Service we provide be affected by such matters.

CALL MONITORING

- 1.32 The Service Provider may occasionally monitor, and record calls made to or by it relating to customer services and telemarketing calls made by it, for the purpose of training and improving customer care services, including complaint handling. The Service Provider and/or its suppliers may also record 999 and 112 calls.